



MEMORANDUM OF AGREEMENT

PREAMBLE

The purpose of Asia-Pacific Broadcasting Union (ABU) is to provide a forum for promoting the collective interests of television and radio broadcasters, and encourages regional and international co-operation between broadcasters. ABU is a professional association of broadcasting organizations formed in 1964 to facilitate the development of broadcasting in the Asia-Pacific region and to organize co-operative activities amongst its members. It has over 200 members in 60 countries and territories, reaching a potential audience of about 4 billion people.

The purpose of UNI Global Union is to advance the sectoral interests of its affiliates and the multi-sectoral interests of its inter-professional groups. UNI MEI – the Media, Entertainment and Arts Sector of UNI Global Union, represents over 140 trade unions and guilds and more than 375 000 workers world-wide.

The ABU and UNI MEI recognize the important role of media and the broadcasting industry in the Asia and Pacific region. We also recognise the important roles of one another in the media and broadcasting industry in the Asia Pacific region.

As such, ABU and UNI MEI have established friendly and cooperative relations based on this common understanding and recognition.

Following up from the dialogue addressed by the former NHK Vice President and former President of ABU and the UNI MEI Executive Committee on 16 November 2010 in Tokyo, Japan, ABU and UNI MEI wish to promote and build social dialogue to ensure sustainable development of the broadcasting sector in the Asia-Pacific region. ABU and UNI MEI are committed to establish a framework for a joint action programme that will include the following objectives in the region's media and broadcasting industry to:

- promote health and safety guidelines and exchange best practices on occupational health and safety standards.
- promote gender quality and gender mainstreaming among broadcasters.
- promote good governance and ethics.
- deliberate, discuss and share on knowledge and information regarding the development of the media and broadcasting industry in the region.
- develop policies and promote a culture of media professionalism and good media management.

COOPERATION AND COORDINATION

ABU and UNI MEI agree to cooperate with each other in order to achieve the objectives set forth in this Memorandum of Agreement, and shall exercise efforts to accommodate each other's requests, as long as the same are reasonable and within their capacity to fulfil.

Both ABU and UNI MEI acknowledge that it is in their common interest to exchange non-confidential information, experiences and views with regards to development in the media and broadcasting industry in the region and globally.

ABU and UNI MEI will jointly discuss, agree and promote to our membership on the program of cooperation; to provide coordination in the organization of the program; and exchange on publications and other publicly available documents.

IMPLEMENTATION OF THIS MEMORANDUM OF UNDERSTANDING

ABU and UNI MEI commit to publicise this Memorandum of Agreement throughout their membership respectively.

In order to assess implementation concerning the application of this Memorandum of Agreement, review the activities and to explore on expanding into other activities of common interests, ABU and UNI MEI will meet at least once yearly.

ABU and UNI MEI agree to consult each other in preparing, undertaking and implementing the specific projects or activities that the parties agree to undertake and implement in accordance with the objectives set forth herein, and each party agrees to designate director/s or officer/s who will be responsible in coordinating the progress and development of the specific project or activity to his/her respective party.

Each Party shall at all times during and subsequent to the effective date of this Memorandum of Agreement keep confidential all confidential information of the other parties which is disclosed to or obtained by it pursuant to or as a result of this Memorandum of Agreement, and will not divulge or otherwise make available the confidential information to any third party and will allow access to the same to its own staff only on a "need to know basis" for the implementation of this MOA, except insofar as the parties may agree upon in writing or to the extent that any such confidential information becomes public through no fault of that party. Each party undertakes to ensure that each of its directors, officers, employees and agents, who have been provided with access to confidential information comply with this provision.

Neither Party nor any of its staff employed to execute activities within the cooperation framework under this Memorandum of Agreement shall be considered an agent, representative or member of the other party, nor shall either party commit the other to any of its own declarations or expenditures of any nature or any other obligation.

The secretariats of both organizations will maintain communications between those meetings.

CONDITIONS AND MODALITIES

Each Party's obligations under this Memorandum of Agreement shall be subject to, i) the application of its respective rules and policies; and ii) the availability of the appropriate resources.

Each Party represents and warrants to the other that:

- i. it has full legal right, power and authority to carry on its present business, to incur the obligations provided for in this Memorandum of Agreement, to execute and deliver this Memorandum of Agreement and to perform and observe the terms and conditions hereof;
- ii. it has full power and authority, and has taken all necessary actions required for the execution, delivery and performance of this Memorandum of Agreement.

This Memorandum of Agreement and the rights and obligations specified herein shall be binding upon the parties hereto and their respective legal successors and neither of the parties shall sell, transfer or assign this Memorandum of Agreement or any part, interest, right or obligation hereunder without the written consent of the other party.

DISPUTE SETTLEMENT

Any disputes arising out of the interpretation or implementation of this Memorandum of Agreement shall be amicably settled by direct negotiation between the parties.

ENTRY INTO FORCE AND DURATION

This Memorandum of Agreement shall come into effect upon the date of its signature by the parties hereto and shall be effective for a period of five years.

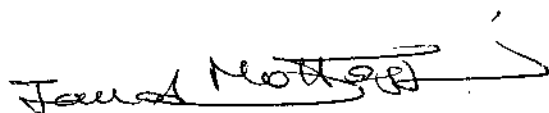
AMENDMENT AND TERMINATION

This Memorandum of Agreement may be extended or modified by written amendment agreed to and signed by all parties hereto. Any such amendment shall be annexed to the present MOA and shall form an integral part hereof.

Place and Date: Singapore, 2 April 2012

Signatures:

Asia-Pacific Broadcasting Union



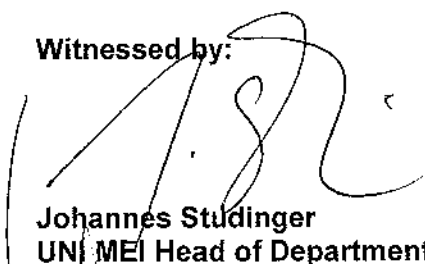
Javad Mottaghi, Ph.D
Secretary-General
Asia-Pacific Broadcasting Union

UNI Global Union

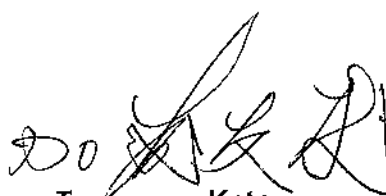


Philip Jennings
General Secretary
UNI Global Union

Witnessed by:



Johannes Studinger
UNI MEI Head of Department



Tomoyasu Kato
UNI Apro President



Christopher Ng
UNI Apro Regional Secretary