

MEMORANDUM OF UNDERSTANDING

between the

KOREA INTERNET & SECURITY AGENCY

and the

INTERNET CORPORATION FOR ASSIGNED NAMES AND NUMBERS

18 NOVEMBER 2013

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and the

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WHEREAS the **Korea Internet & Security Agency**; an Internet promotion expert organization with its head office located at Daedong B/D, 109 Jungdae-ro, Songpa-gu, Seoul, Korea (**KISA**).

WHEREAS the **Internet Corporations for Assigned Names and Numbers**; a public benefit, not for profit corporation with its head office located at 12025 Waterfront Drive, Suite 300 Los Angeles, CA 90094-2536, USA (**ICANN**).

CONSIDERING KISA has laid the foundation for Korea's ICT development by creating a secure ubiquitous environment, activating and promoting healthy Internet services and improving the global status of Korea's broadcasting and communications sectors.

CONSIDERING ICANN's mission is to coordinate, at the overall level, the global Internet's system of unique identifiers, and in particular to ensure the stable and secure operation of the Internet's unique identifiers, and that ICANN is acting to follow its mission and core values as set forth in Article 1, Sections 1-2 of the ICANN Bylaws, respecting the creativity, innovation, and flow of information made possible by the Internet by limiting ICANN's activities to those matters within ICANN's mission requiring or significantly benefiting from global coordination.

CONVINCED that the cooperation and collaboration between the parties would further common objectives, promote two-way collaboration, strengthen active participation in ICANN's policy-making processes, and strengthen the support for the multi-stakeholder participation and governance model of the Internet.

NOW, THEREFORE the Parties have agreed to enter into this Memorandum of Understanding (MOU).

ARTICLE 1 – Objective and Areas of Cooperation

- 1.1 The objective of this MOU is to explore opportunities to build a non-exclusive partnership program between the Parties to engage the Internet Community in Korea and the region.
- 1.2 The Parties will, in particular, explore opportunities to build a cooperative working relationship, in identified areas of common interest, in order to:
 - Foster dialogue to promote mutual understanding, exchanging information and material regularly on laws, policies and rules that are being developed or in existence;
 - Promote and encourage Korean participation and involvement in ICANN, fostering a network of national and/or regional stakeholders and decision makers that could contribute to ICANN’s policy development processes;
 - Promote multilingual access to, and participation in ICANN’s work, and to respect other aspects of cultural diversity.

ARTICLE 2 – Cooperation Machinery

- 2.1 This MOU is a non-binding statement of mutual intentions of the parties. The execution of specific activities or projects under this MOU will require the signing of a separate and formal agreement between the Parties documenting the relevant activity or project and outlining each party’s obligations thereto.
- 2.2 The Parties to this MOU will explore and identify the various areas in which, and the concrete activities for which, effective and practical cooperation may be possible as well as ways and means for carrying out joint cooperation efforts. Any exchange of information concerning projects or programs of the parties shall be subject to the policies and procedures of the respective organizations.
- 2.3 Possible components of this collaboration might address (but are not limited to):
 - Establishment of an Exchange Program and Customer Service Channel in Seoul;
 - Promotion of engagement activities in Korea and the region;
 - Establishment of a language localization project.

ARTICLE 3 – Financial Arrangements

The Parties agree that they will each use their own funds or funding sources to perform their respective responsibilities under this MOU. This MOU does not represent any commitment with regard to funding on the part of either party.

ARTICLE 4 – Privileges, Immunities and Facilities of ICANN

Nothing in this MOU may be interpreted or construed as a waiver, express or implied, or a modification, of the privileges, immunities and facilities which KISA and ICANN enjoy by virtue of the international agreements and national laws applicable to each.

ARTICLE 5 – Entry Into Force, Duration and Termination

This MOU enters into force on the date of its signature by both Parties and remains in effect unless terminated by either party with advance written notice to the other. It shall terminate sixty (60) days after the date of such notice. Notwithstanding its termination, the provisions of this MOU shall survive to the extent necessary to permit an orderly settlement of accounts between the Parties and to bring ongoing activities to a proper close.

ARTICLE 6 – Channel of Communication and Notice

6.1 For the purpose of facilitating the implementation of the working arrangements to be established by the Parties in the framework of this MOU, the contacts for communication in the first instance for the Parties will be:

For ICANN
Kuek Yu-Chuang;
Vice President, Global Stakeholder Engagement, Asia
with a required copy to office of the General Counsel
12025 Waterfront Drive, Suite 330
Los Angeles, CA 90094
USA
Tel: +1 310 823 9358
Email: yuchuang.kuek@icann.org

For KISA
Lee Kye-Nam;
Vice President, Korea Network Information Centre (KRNIC)
13F Daedong B/D, 109 Jungdae-ro, Songpa-gu
Tel: +82 405 6400
Email: knlee@kisa.or.kr

6.2 Either party may, by notice in writing to the other party, designate additional representatives or substitute other representatives for those designated in this Article.

ARTICLE 7 – Amendments

The terms and conditions of this MOU may only be changed by mutually agreed written amendment signed between the Parties.

ARTICLE 8 – Settlement of Disputes

The Parties confirm that they shall exercise good faith efforts to resolve any dispute between the Parties arising from or in connection with this MOU through mutual negotiation and agreement.

ARTICLE 9 – No Liability

For avoidance of doubt, no breach of an obligation contained in this MOU or performance or non-performance under this MOU shall give rise to any monetary liability by one Party to another.

IN WITNESS WHEREOF, the Parties, each acting through its duly authorized representative, have executed this MOU in two (2) originals in the English language.

For and on behalf of the Korea Internet & Security Agency

Lee Ki-Joo

President

Korea Internet & Security Agency (KISA)

For and on behalf of the Internet Corporation for Assigned Names and Numbers

Fadi Chehadé

President and CEO

Internet Corporation for Assigned Names and Numbers (ICANN)



Date:

11/18/2013

Place:



Date:

NOV 18, 2013

Place:

Buenos Aires