



**MEMORANDUM OF UNDERSTANDING**

*between the*

**COMMONWEALTH TELECOMMUNICATIONS ORGANISATION  
(CTO)**

*and the*

**Internet Corporation for Assigned Names and Numbers  
(ICANN)**

*ne*

*Memorandum of Understanding  
between the*

**COMMONWEALTH TELECOMMUNICATIONS ORGANISATION (CTO)**

*and the*

**INTERNET CORPORATION FOR ASSIGNED NAMES AND NUMBERS (ICANN)**

*for the*

***Development of joint activities in support of information exchange on Internet related issues***

**WHEREAS** The **Commonwealth Telecommunications Organisation** of 26-28, Hammersmith Grove, London, UK (hereinafter referred to as “CTO”) is an international organisation in which Commonwealth and non-Commonwealth governments, business organisations and civil society organisations are and can become members. It provides the international community with effective means to help bridge the digital divide and achieve social and economic development, by delivering to developing countries unique knowledge-sharing programmes in the use of information and communication technologies (ICT) in the specific areas of telecommunications, IT, broadcasting and the Internet;

**WHEREAS** The Internet Corporation for Assigned Names and Numbers (hereinafter referred to as “ICANN”) a public benefit, not for profit organisation with its head office located at 4676 Admiralty Way, Suite 330, Marina del Rey, California, 90292, USA,

**WHEREAS** ICANN is acting to follow its mission and core values as set forth in Article 1, Section 1-2 of the ICANN By Laws

**CONVINCED:** that cooperation and collaboration between CTO and ICANN ( hereinafter referred to as the “Parties”) would further common objectives in a more effective and beneficial way with regard to developing countries.

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

## **1 – Objective and Areas of Cooperation: While remaining consistent with the Parties responsibilities:**

- 1.1 The objective of this MOU is to explore opportunities to build a non-exclusive partnership program between the Parties to facilitate and promote participation in areas relating to Internet governance, Internet development in general and use thereof for developmental purposes, and in particular the Internet's unique identifier system.
- 1.2 The Parties will, in particular, explore opportunities to build a cooperative working relationship, in identified areas of common interest, in order to:
  - exchange information and material regularly on issues, policies and work of interest to the stakeholders of the two Parties ;
  - foster a network of national or regional stakeholders and decision makers that could contribute to the discussions, information sharing, and input surrounding issues relating to the Internet's unique identifier system and the global stable operation of a single Internet. ;
  - render mutual assistance in the form of agreed upon cooperation within the normal parameters of each Party's capacity, with regard to activities.

## **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 which will depend on the agreement of the parties after following the procedure laid down in 2.2 below.
- 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 organisations.

## **3 -Assignment or Transfer to Third Parties**

The responsibilities of the Parties under this MOU are not assignable or transferable except as provided herein. Any attempt to assign or transfer, including by operation of law, is void unless there is the prior written approval of both Parties.

## **4 -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, however, represent any commitment with regard to funding on the part of either Party.

## **5 – Privileges, Immunities and Facilities of the Parties**

5.1 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 CTO enjoys by virtue of its status as an international organisation.

5.2 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 ICANN enjoys by virtue of the international agreements and the national laws applicable to it.

## **6 – 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 receipt 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.

## **7 – Channel of Communication and Notice**

7.1 For the purpose of facilitating the implementation of the working arrangements to be established by the Parties in the framework of this MOU, the channel of communication for the Parties will be:

7.1.1 For CTO  
Chief Executive Officer  
Attn. Dr. Ekwow Spio-Garbrah  
26 – 28, Hammersmith Grove,  
London W6 7BA United Kingdom  
Telephone: +44 (0) 20 8834 1566  
Fax: +44 (0) 870 034 5626  
E-mail: E.Spio-Garbrah@cto.int

7.1.2 For ICANN  
C/O Theresa Swineheart, Vice President, Global and Strategic Partnerships with a  
required copy to the General Counsel  
4676 Admiralty Way, Suite 330  
Marina del Rey, CA, 90292  
Tel: + 1.310.823.9358  
Email: swineheart@icann.org

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

**8 – Amendments**

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

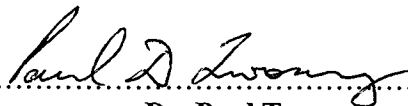
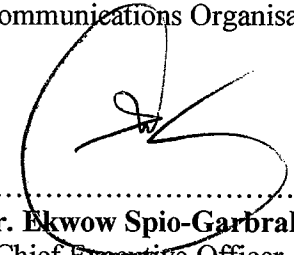
**9 – Settlement of Disputes**

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.

**10 – 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 hereto, each acting through its duly authorised representative, have signed this MOU in two (2) originals in the English language.

<p>For the Internet Corporation for Assigned Names and Numbers (ICANN))</p> <p></p> <p>..... <b>Dr. Paul Twomey</b> President and CEO Internet Corporation for Assigned Names and Numbers</p> <p>Place: <i>Los Angeles USA</i> .....</p> <p>Date: <i>4 November 2007</i> .....</p>	<p>For and on behalf of the Commonwealth Telecommunications Organisation</p> <p></p> <p>..... <b>Dr. Ekwow Spio-Garbrah</b> Chief Executive Officer Commonwealth Telecommunications Organisation</p> <p>Place: <i>London, U.K</i> .....</p> <p>Date: <i>6 Nov 2007</i> .....</p>
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