

MEMORANDUM OF UNDERSTANDING

Between

**The Internet Corporation for Assigned Names and
Numbers, Incorporated (“ICANN”)**

and

**The Organizations
in the Latin America and the Caribbean Islands Region
Accredited as ‘At-Large Structures that are Signatories
 (“Signing Organizations”)**

Done this 4th Day of December 2006

1. Purpose and Scope

- 1.1 This Memorandum of Understanding ("MOU") defines an agreement between the Signing Organizations and the Internet Corporation for Assigned Names and Numbers. Its intent is to establish, and define activities to be carried out by, the Latin America & Caribbean Regional At-Large Organization, and supported by ICANN.

2. Definition of Terms and Abbreviations Used in this Document:

ICANN - Internet Corporation for Assigned Names and Numbers.

ALAC - ICANN At-Large Advisory Committee.

Signing Organizations - Organizations in the Latin America & Caribbean region accredited by the ALAC as "At-Large Structures" that are signatories to this MOU.

LACRALO - Latin America & Caribbean Regional At-Large Organization.

At-Large Structure (ALS) - An organization accredited by the ALAC according to published criteria and standards.

LACRALO Operating Principles - Document describing the agreed functionality of the Latin America & Caribbean Regional At-Large Organization.

3. Composition of LACRALO

- 3.1 The LACRALO shall be comprised of At-Large Structures and individuals with non-commercial specific interests within the Latin America & Caribbean Region. All interested citizens or residents within the region are welcomed to join an ALS or form a new organization and apply for ALS accreditation.
- 3.2 To help ensure participation by any interested individual in the Latin America & Caribbean Region, the LACRALO will encourage the formation and accreditation of additional At-Large Structures and their participation in the LACRALO.
- 3.3 The LACRALO recognizes that ICANN has established criteria and standards for the accreditation of ALSes. The LACRALO will encourage organizations to apply for certification and assist with certification, including by:

- a. Reviewing ALS applications from organizations in Latin America / Caribbean islands upon submission to ICANN and recommending whether or not the organization should be accredited as an ALS:
- b. Providing LAC ALS applicants with LACRALO information and, if recommended by the LACRALO for accreditation, provisional membership in the LACRALO whilst the ALS application is under consideration by the ALAC;
- c. When ALS certification is verified by the ALAC for LAC applicants, these applicants will be granted membership in the LACRALO.

4. Agreed Responsibilities of ICANN

ICANN agrees that during the term of this MOU it will work in conjunction with the LACRALO to support At-Large activities within the Latin America & Caribbean Region, including:

- 4.1. Helping to inform individual Internet users in the Latin America & Caribbean Region about ICANN news, meetings, policy development activities, and opportunities for ICANN participation;
- 4.2 Helping to promote outreach activities in the community of individual Internet users in the Latin America & Caribbean Region to advance understanding of, and participation in, issues addressed by ICANN that affect individual Internet users;
- 4.3 Offering Internet-based mechanisms that enable discussions among members of At-Large structures in the Region and with those involved in ICANN decision-making, and encourage interested individuals to share their views on pending ICANN issues.
- 4.4 Providing the necessary resources to help support LACRALO activities subject to ICANN's annual operational and budgetary plans and processes.
- 4.5 Accrediting, through the ALAC, and taking full account of Clause 3.3 of this MOU, groups of individual Internet users in the Region as At-Large Structures using the minimum criteria and accreditation process as provided in the ICANN Bylaws.
- 4.6 Assuring the availability of major documents in the LACRALO languages.

5. Agreed Responsibilities of the LACRALO

The Signing Organizations agree that during the term of this MOU they will work in conjunction with ICANN to support At-Large activities within the Latin America & Caribbean Region, including:

- 5.1. Helping to inform individual Internet users in the Latin America & Caribbean Region about ICANN news, meetings, policy development activities, and opportunities for ICANN participation;
- 5.2 Helping to promote outreach activities in the community of individual Internet users in the Latin America & Caribbean Region to advance understanding of, and participation in, issues addressed by ICANN that affect individual Internet users;
- 5.3 Offering Internet-based mechanisms that enable discussions among members of At-Large structures in the Region and with those involved in ICANN decision-making, and encourage interested individuals to share their views on pending ICANN issues.
- 5.4 Selecting two members to serve on the ALAC
 - 5.4.1 The LACRALO will choose two (2) individuals to serve as representatives to the At Large Advisory Committee (ALAC), in the terms specified in the ICANN Bylaws. Only those ALSes who have been accredited prior to the election will be able to vote. Each accredited ALS will have one (1) vote. The selected representatives must be members of different ALSes, must have their principal residence in different countries of the region and their nationalities must be different. Selected representatives will have the responsibilities described in the ICANN Bylaws.
- 5.5 Periodically reviewing the results of their cooperation under the MOU and, when appropriate, recommending improvements in the MOU.

6. General Provisions

- 6.1 This Agreement requires the ratification of the ICANN Board of Directors.
- 6.2 This Agreement will become effective when signed by all Parties. The Agreement may be amended at any time by mutual agreement of the parties in writing. Either party may terminate this Agreement by providing one hundred twenty (120) days written notice to the

other party. In the event this Agreement is terminated, each party shall be solely responsible for the payment of any expenses it has incurred in relation to the termination of this Agreement.

6.3.1 Amendments to this Agreement must be approved by the LACRALO General Assembly, who will designate the representative, or representatives, to sign the amendments on behalf of the LACRALO.

IN WITNESS WHEREOF, this Memorandum of Understanding is executed this 4th day of December 2006 by the Parties, acting through their duly authorized representatives.

Execution shall be upon signature for the Signing Organisations. For ICANN, execution shall be contingent upon final approval by the ICANN Board following completion of the public comment period.

FOR AND ON BEHALF OF:

The Signing Organizations

ICANN

ACDI

Name:
Title:

Dr. Paul Twomey
Chief Executive Officer

AGEIA-DENSI

Name:
Title:

ALFA-REDI

Name:
Title:

Memorandum of Understanding Between ICANN and the Signing Organizations in the
Latin America & The Caribbean Region

Association Internauta

Name:
Title:

DEVNET

Name:
Title:

ICT4D

Name:
Title:

IIISI

Name:
Title:

INTERNET SOCIETY - ECUADOR

Name:

Memorandum of Understanding Between ICANN and the Signing Organizations in the
Latin America & The Caribbean Region

Title:

INTERNET SOCIETY - ARGENTINA

Name:

Title:

JCI - EC

Name:

Title:

UNIVERSITY OF THE WEST INDIES

Name:

Title:

TTCS

Name:

Title:

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