



ESCWA
For Regional Integration

MEMORANDUM OF UNDERSTANDING

between the

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

and the

**UNITED NATIONS ECONOMIC AND SOCIAL COMMISSION FOR
WESTERN ASIA (UN-ESCWA)**

MEMORANDUM OF UNDERSTANDING

between the

INTERNET CORPORATION FOR ASSIGNED NAMES AND NUMBERS

and the

UNITED NATIONS ECONOMIC AND SOCIAL COMMISSION FOR WESTERN ASIA (UN-ESCWA)

for the

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

WHEREAS the Internet Corporations for Assigned Names and Numbers (herein after referred to as "ICANN") a public benefit, not for profit corporation with its head office located at 4676 Admiralty Way, Suite 330, Marina del Rey, California, in the United States of America

WHEREAS the UN Economic and Social Commission of Western Asia (ESCWA); a United Nations' Organization, and part of the Economic and Social Council (ECOSOC) having its head office at Riad Al-Solh Square, Beirut, Lebanon.

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

WHEREAS

ESCWA is playing a leading role in developing the technical specifications for a robust and globally interoperable Arabic Domain Names System (ADNS); having successfully led the development and published the first Internet-Draft on ADNS, a globally recognized set of guidelines, that has been adopted by the concerned stakeholders, represented by the Arab working group of the League of Arab States (LAS).

CONVINCED that the cooperation and collaboration between the parties in the field of domain names and non-ASCII top level labels would further common objectives in a more effective and beneficial way 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 discussions and raise awareness within the Arab Internet community in relation to the technical and policy aspects of the Internet Domain Name System (DNS).
- 1.2 The Parties will, in particular, explore opportunities to build a cooperative working relationship, in identified areas of common interest, and specifically to endorse the work towards the implementation of non-ASCII top level labels such as those based on the Arabic script; and to further enhance the process to designate new generic top level domains.

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.

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, funding sources or in kind support 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.

5. 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 ICANN enjoys by virtue of the international agreements and 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 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.

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 contacts for communication in the first instance for the parties will be:

7.1.1 For ICANN

C/O Theresa Swinehart, Vice President, Global and Strategic Partnerships with a required copy to office of the General Counsel
4676 Admiralty Way, Suite 330
Marina del Rey, CA 90292-6601
USA
Tel: +1 310 823 9358
Email:swinheart@icann.org

7.1.2 For ESCWA

Attn: Mr. Youssef Nusseir

Tel: +961 1 975 549
email: ynusseir@un.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.

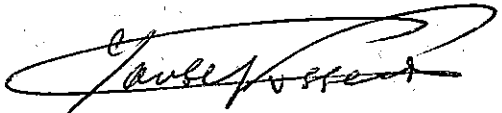
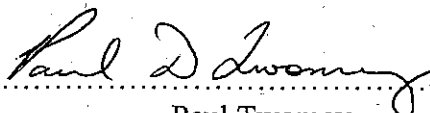
9. Settlement of Disputes

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

<p>For and on behalf of UN Economic and Social Commission for Western Asia (UN-ESCWA)</p> <p></p> <p>.....</p> <p>Yousef Nusseir Chief Information and Communication Technology Division (ICTD)</p> <p>Place: <u>Beirut - Lebanon</u>.....</p> <p>Date: <u>29 May, 2007</u>.....</p>	<p>For and on behalf of the Internet Corporation for Assigned Names and Numbers (ICANN)</p> <p></p> <p>.....</p> <p>Paul Twomey President and CEO The Internet Corporation for Assigned Names and Numbers</p> <p>Place: <u>Sydney, Australia</u>.....</p> <p>Date: <u>18 June 2007</u>.....</p>
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