



MEMORANDUM OF UNDERSTANDING

between the

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

and the

PACIFIC ISLANDS TELECOMMUNICATIONS ASSOCIATION (PITA)

MEMORANDUM OF UNDERSTANDING

between the

INTERNET CORPORATION FOR ASSIGNED NAMES AND NUMBERS

and the

PACIFIC ISLANDS TELECOMMUNICATIONS ASSOCIATION

for the

**DEVELOPMENT OF COMMUNICATION AND INFORMATION EXCHANGES ON INTERNET
RELATED ISSUES OF INTEREST FOR THE SMALL PACIFIC ISLAND STATES**

WHEREAS the **Internet Corporations for Assigned Names and Numbers** (hereinafter referred to as "ICANN") having its head office located at 4676 Admiralty Way, Suite 330, Marina del Rey, California, in the United States of America.

WHEREAS the **Pacific Islands Telecommunications Association** (hereinafter referred to as "PITA") having its headquarters at Dominion House, 8th Floor, Suva, FIJI, a non profit organisation formed to represent the interests of small islands and developing states of the Pacific in the field of ICT.

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 PITA's aims, goals and concerns, centered upon developing and enhancing telecommunications and information technology policies and services within the small islands and developing states of the Pacific Islands region;

CONSIDERING FURTHER that telecommunication and information technologies constitute an important factor of national development, regional and sub-regional integration; and

CONVINCED that cooperation and collaboration between ICANN and PITA (hereinafter referred to collectively as the "Parties") would further common objectives in a more effective and beneficial way to 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 information exchange on Internet related issues, promote regional telecommunications and information technology standards, to mutually cooperate in capacity building and transfer of skills, knowledge and competency to the Pacific Islands 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:
 - exchange information and material regularly on laws, policies and rules in existence or being developed in the region, as relevant for respective stakeholders;
 - foster a network of national or regional stakeholders and decision makers that could contribute to the development of telecommunications and information technologies in the region, including as they relate to the security, stability and interoperability of the unique identifier system;
 - render mutual assistance 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.
- 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 concur 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, however, 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 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 ICANN

c/o Theresa Swinehart, VP, Global and Strategic Partnerships, with 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: theresa.swinehart@icann.org

7.1.2 For PITA

PITA President
Attn: Mr. Maui Sanford
PO Box 2027, Government Buildings, Suva
FIJI
Tel: + 679 3311 638
Fax: + 679 3308 750
email: maui.sanford@opt.pf

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.

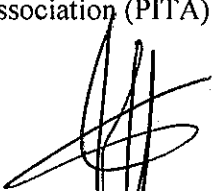
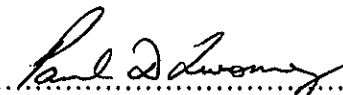
9 – Settlement of Disputes

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 authorized representative, have signed this MoU in two (2) originals in the English language.

<p>For the Pacific Islands Telecommunications Association (PITA)</p>  <p>.....</p> <p>Maui Sanford President</p> <p>Place: <i>hapeete</i></p> <p>Date: <i>26/04/07</i></p>	<p>For and on behalf of the Internet Corporation for Assigned Names and Numbers (ICANN)</p>  <p>.....</p> <p>Dr. Paul Twomey President & CEO</p> <p>Place: <i>Marina del Rey, California</i> <i>USA</i></p> <p>Date: <i>18 April 2007</i></p>
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