

MEMORANDUM OF UNDERSTANDING

between the

ASIA PACIFIC TOP LEVEL DOMAIN ASSOCIATION

and the

INTERNET CORPORATION FOR ASSIGNED NAMES AND NUMBERS

12 FEBRUARY 2015

MEMORANDUM OF UNDERSTANDING

between the

ASIA PACIFIC TOP LEVEL DOMAIN ASSOCIATION

and the

INTERNET CORPORATION FOR ASSIGNED NAMES AND NUMBERS

WHEREAS the **Asia Pacific Top Level Domain Association**; A membership based association for country-code Top Level Domain (ccTLD) registries in the Asia Pacific region, with its postal address located at No.1 Building, 4 South 4th Street, Zhongguancun, Haidian District, Beijing, China 100190 (**APTLD**).

WHEREAS the **Internet Corporation 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 APTLD works as the forum of information exchange regarding technological and operational issues of domain name registries in Asia Pacific region, fostering and elevating the participation of Asia Pacific ccTLDs in global fora, and acting in the best interest of APTLD members in the global Internet policy making process.

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 related to Asia Pacific ccTLD operational and technological issues, promote regional 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 This MOU is a non-binding statement of mutual intentions of the Parties. APTLD and ICANN agree to explore opportunities to build a cooperative working relationship in the following areas of common interest:
- Coordinate and collaborate on complementary activities within the Asia Pacific region;
 - Promote and encourage APTLD participation and involvement in ICANN, fostering a network of regional stakeholders and decision makers that could contribute to ICANN's policy development processes;
 - Exchange information and materials.
- 1.2 The Parties will coordinate on areas of mutual interest, including but not limited to the Domain Name System (DNS), DNS Security, DNSSEC, Internet Infrastructure Development such as Root Servers, Deployment of IPv6, Attack and Disaster Response Planning (ADRP) etc, and ICANN policy updates to facilitate understanding and participation in ICANN's policy development processes.
- 1.3 Specifically, the Parties shall, if appropriate, coordinate and cooperate with each other in carrying out certain activities included by both Parties in their annual work program, with the purpose of avoiding duplication of efforts and expenditure.

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. The initial work areas where the Parties intend to cooperate appear in Annex 1 of this MOU, which is an integral part of this MOU.
- 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 The Parties will collaborate to share recordings of training sessions or relevant training materials on each other's online platforms. The Parties will also explore leveraging on each other's electronic platforms (such as webinar platforms) to offer training for APTLD members and relevant Asia Pacific community stakeholders.
- 2.4 The Parties will collaborate to share relevant information to enhance coordination and collaboration, including materials such as publications, surveys, reports, and research results.

ARTICLE 3 – Financial Arrangements

- 3.1 The Parties agree that they will each use their own funds or funding sources to perform their respective responsibilities under this MOU, or as mutually agreed prior to a co-hosted event.
- 3.2 The costs pertinent to, but not directly incurred by either Party pertaining to the co-hosted event, such as travel/accommodation costs for guest speakers not from ICANN or APTLD, will be discussed and agreed upon prior to the event as deemed satisfactory to both Parties.

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 APTLD 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 (“Effective Date”) and shall remain in effect for three (3) years thereafter, with the possibility for renewal, upon the written agreement of both Parties prior to end of the term of the MOU. Either Party may terminate this MOU with sixty (60) days advanced written 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 APTLD

Lim Choon Sai

Chairman, Asia Pacific Top Level Domain Association (APTLD)

No.1 Building, 4 South 4th Street, Zhongguancun, Haidian District, Beijing, China 100190

Tel: +65 6659-2534

Email: lim_choon_sai@ida.gov.sg

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

- 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 Parties can modify this document by recording any such modification in writing signed by both 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 Asia Pacific Top Level Domain Association (APTLD)

Lim Choon Sai

Chairman

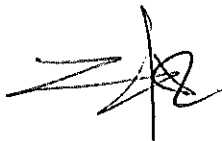
Asia Pacific Top Level Domain Association (APTLD)

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)



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Date:

12 Feb 2015

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Date:

12 FEBRUARY 2015

.....
Place:

Singapore

.....
Place:

SINGAPORE

**ANNEX 1 TO MEMORANDUM of UNDERSTANDING BETWEEN
THE ASIA PACIFIC TOP LEVEL DOMAIN ASSOCIATION
&
THE INTERNET CORPORATION FOR ASSIGNED NAMES AND NUMBERS**

INITIAL WORK AREAS OF COOPERATION BETWEEN THE PARTIES

1. In the first year of the MOU, the Parties intend to collaborate to co-host one (1) training session for APTLD members and relevant Asia Pacific community stakeholders, co-designing the program and content. The training session will be a one-day event tagged onto an APTLD meeting in the year.
2. At that same event, the Parties also intend to collaborate to explore co-hosting events discussing ICANN policy updates and other issues of mutual interest, inviting key stakeholders in each sub-region of the Asia Pacific region, to facilitate an exchange of views among stakeholders.