

**MEMORANDUM OF UNDERSTANDING**

*between the*

**CHINA ACADEMY OF TELECOMMUNICATION RESEARCH OF MIIT**

*and the*

**INTERNET CORPORATION FOR ASSIGNED NAMES AND NUMBERS**

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*and the*

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**WHEREAS** the **China Academy of Telecommunication Research of MIIT**; a national research institute in telecommunication and Internet area with its head office located at 52 Hua Yuan North Road, Hai Dian District, Beijing, 100191, China (**CATR**).

**WHEREAS** the **Internet Corporations 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** As a national research institute, **CATR** serves as a think tank for making public policy as well as a platform for coordinating industry policy, and that **CATR** has been committed to security, stability and healthy development of China's Internet as well as Chinese Internet community's participation in Internet related international affairs.

**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, promote two-way 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 The objective of this MOU is to explore opportunities to build a non-exclusive partnership program between the Parties to engage the Internet Community in China and the Asia-Pacific 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:
  - Foster dialogue to promote mutual understanding, exchanging information and material regularly on laws, policies and rules that are being developed or in existence;
  - Promote and encourage Chinese participation and involvement in ICANN, fostering a network of national and/or regional stakeholders and decision makers that could contribute to ICANN's policy development processes;
  - Promote multilingual access to, and participation in ICANN's work, and to respect other aspects of cultural diversity.

## **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.
- 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 Possible components of this collaboration might address (but are not limited to):
  - Improving accuracy and timeliness of the translation of ICANN policy documents into Chinese.
  - Improving ICANN's communication with Chinese communities and deepening the understanding of ICANN by the Chinese government, media and industry.
  - Aligning academic and public research in IP address and domain name areas.
  - Discussing and exchanging opinions on Internet governance.
  - Promoting Chinese community's participation in ICANN affairs and attendance of ICANN meetings.

## **ARTICLE 3 – 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 represent any commitment with regard to funding on the part of either party.

## **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 ICANN enjoys 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 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..If the MOU is terminated by either Party, steps shall be taken to ensure that the termination does not affect any prior obligation, project or activity already in progress.

## **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 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

For CATR  
Zhang Yanchuan  
Vice President  
No.52 Huayuanbeilu Road, Haidian District, Beijing 100191  
P. R. China  
Tel: +86 10 62301220  
Email: zhangyanchuan@catr.cn

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 terms and conditions of this MOU may only be changed by mutually agreed written amendment signed between the 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 exclusively through direct 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.

**ARTICLE 10 – Confidentiality**

Nothing in this MOU shall be construed to require either Party to furnish any material, data or information that could, in its judgment, require it to violate its policy regarding the confidentiality of such information. To the extent confidential information is disclosed, it shall be treated by the receiving party in accordance with the terms of the Parties’ previously executed confidentiality and non-disclosure agreement.

**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 China Academy of Telecommunication Research of MIIT

Name Cao Shumin  
Designation President  
Organisation CATR

For and on behalf of the Internet Corporation for Assigned Names and Numbers

Name FADI CHEHADE  
Designation PRESIDENT/CEO  
Organisation ICANN



Date:

Date:

22 JUNE 2014

22 JUNE 2014

Place:

Place:

LONDON

LONDON