

MEMORANDUM OF UNDERSTANDING

between the

**ELECTRONICS TRANSACTIONS DEVELOPMENT AGENCY
(PUBLIC ORGANIZATION), THAILAND**

and the

INTERNET CORPORATION FOR ASSIGNED NAMES AND NUMBERS

22 OCTOBER 2015

MEMORANDUM OF UNDERSTANDING

between the

**ELECTRONIC TRANSACTIONS DEVELOPMENT AGENCY
(PUBLIC ORGANIZATION), THAILAND;**

and the

INTERNET CORPORATION FOR ASSIGNED NAMES AND NUMBERS

WHEREAS the **Electronic Transactions Development Agency (Public Organization)**; A Public Organisation under supervision of the Minister of Information and Communication Technology of Kingdom of Thailand with its office located at the 9th Tower Grand Rama 9 Building (Tower B), Floor 20-22, 33/4 Rama 9 Road, Huai Khwang, Bangkok, 10310 Thailand (**ETDA**).

WHEREAS the **Internet Corporation for Assigned Names and Numbers**; a public benefit, non-profit corporation, registered under the laws of the State of California (USA), with its head office located at 12025 Waterfront Drive, Suite 300 Los Angeles, CA 90094-2536, USA (**ICANN**).

CONSIDERING ETDA's mission is to conduct studies and research while providing support for the Electronic Transactions Commission and related agencies. Additionally, ETDA provides support to people's sector organizations which participate in the development, promotion and support of electronic transactions by establishing necessary infrastructure and advocating for an increase in volume and value of electronic transactions. It also provides technical services or other practical services related to Thailand's economic transactions.

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 mutual 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.
- 1.2 ETDA and ICANN agree to explore opportunities to build a non-exclusive cooperative working relationship to coordinate and collaborate on addressing the linguistic needs of the Thai community through the translation of ICANN materials into the Thai language. In this regard, the Parties agree that they will need to work jointly to identify ICANN materials that require translation into the Thai language, based on the needs of the Thai community.
- 1.3 Specifically, the Parties shall, if appropriate, coordinate and cooperate with one another in carrying out the above with the purpose of avoiding duplication of efforts and expenditure.

ARTICLE 2 – Cooperation Machinery

Possible areas of cooperation between the Parties may include the following (but not limited to):

- 2.1 The Parties agree to develop working methods for the timely identification of materials that may be of benefit for translation to fulfil the purposes of this MOU, as well as commitments for how those translations will be completed.
- 2.2 The Parties will collaborate to share, as appropriate, the translated documents, or links to access these documents upon completion.
- 2.3 The Parties will collaborate to provide input to ICANN’s glossary for the Thai translations, to ensure that the language used in ICANN materials is as consistent and as relevant to the Thai community as possible.
- 2.4 Any translation provided under this MOU, is solely for information purposes only and requires reference to the original document.

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, or as mutually agreed in advance.

ARTICLE 4 – Privileges, Immunities and Facilities of the Parties

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 the Parties 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 all Parties and remains in effect unless terminated by any Party with advance written notice to the other Parties. 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.

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 ETDA
Ploy Charoensom
Assistant Director, Office of Legal Affairs
The 9th Tower Grand Rama 9 Building (Tower B), Floor 20-22,
33/4 Rama 9 Road, Huai Khwang, Bangkok, 10310
Thailand
Tel: +66 2123 1207
Email: Ploy@etda.or.th

For ICANN
KUEK Yu-Chuang
Vice President, Global Stakeholder Engagement, Asia Pacific
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 Each Party may, by notice in writing to the other Parties, designate additional representatives or substitute other representatives for those designated in this Article.

ARTICLE 7 – Amendments

The Parties can modify this MOU by recording any such modification in writing signed by all 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 Electronic Transactions
Development Agency
Surangkana Wayuparb
Chief Executive Officer
Electronic Transactions Development Agency
(Public Organization) (ETDA)

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:
22 October 2015
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Place:
Dublin, IRELAND
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Date:
22 OCTOBER 2015
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Place:
DUBLIN, IRELAND
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