

**MEMORANDUM OF UNDERSTANDING**

*between the*

**FORUM OF INCIDENT RESPONSE AND SECURITY TEAMS,  
Inc. (FIRST)**

*and the*

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

**MEMORANDUM OF UNDERSTANDING**  
*between the*  
**FORUM OF INCIDENT RESPONSE AND SECURITY TEAMS (FIRST)**  
*and the*  
**INTERNET CORPORATION FOR ASSIGNED NAMES AND NUMBERS (ICANN)**

This Memorandum of Understanding (“MoU”) is entered into between the Forum of Incident Response and Security Teams, Inc., with its registered business address at 2500 Regency Parkway, Cary, North Carolina 27518, USA (“FIRST”); and the Internet Corporation for Assigned Names and Numbers is a public benefit, nonprofit corporation registered under the laws of the state of California, USA, having its registered and head office located at 12025 Waterfront Drive, Suite 300 Los Angeles, CA 90094-2536, USA (“ICANN”);

Hereinafter, FIRST and ICANN are collectively referred to as the “Parties” and individually, the “Party”.

**WHEREAS**

1. FIRST was formed on 1990 with the purpose of enhancing global cyber incidents response.
2. FIRST is the premier organization and global leader in incident response. Its members are made up of trusted computer incident security teams from around the world.
3. FIRST facilitates vital collaboration and knowledge-sharing so that members can work together to tackle security incidents and deliver incident prevention programs.
4. Membership of FIRST enables incident response security teams to handle security incidents more effectively and to prepare for future attacks.
5. 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, commitments and core values as set forth in Sections 1.1 and 1.2 of the ICANN Bylaws.
6. ICANN has five regional offices located in Los Angeles (headquarters), Brussels, Istanbul, Montevideo, and Singapore. As a global multi-stakeholder organization, ICANN facilitates the security, stability and resiliency of the Internet’s unique identifier systems through coordination and collaboration.
7. ICANN, as a global multi-stakeholder organization, is committed to perform its role in an open, accountable and transparent manner, and inclusive of the diversity of stakeholders in the greater Internet ecosystem.

8. The cooperation and collaboration between the Parties would further common objectives, promote two-way collaboration, strengthen active participation in ICANN's policy-making process, and strengthen the support for the multistakeholder participation and governance model of the Internet.
9. The cooperation between the Parties will support a safer, more secure and more resilient Domain Name System, and a more secure and more resilient Internet at a global and regional level.
10. The cooperation between the parties will help the incident response community improve its understanding of the systems of the Internet's unique identifiers, and will improve their efficiency and effectiveness in terms of preventing, detecting, containing, mitigating and analyzing malicious activity of different kinds, that leverages the Domain Name System or any of its resources.

**NOW**, THEREFORE, for the purpose of seeking increased cooperation and collaboration, the Parties have agreed to enter into this Memorandum of Understanding (MoU), under the following terms:

### **Article (1)**

#### **Objectives**

The objective of this MoU is to strengthen the relationship between FIRST and ICANN, with the aim of continuing the cooperation and coordination between the Parties in the areas of their common interests, in accordance with and as appropriately limited within their respective Bylaws and missions. The Parties agree, within their respective remits, to continue their cooperative working relationship in the area of seeking a Domain Name System that is secure, stable and resilient at a global and regional level.

### **Article (2)**

#### **Nature of Commitments**

This MoU is a non-binding statement of the mutual intentions of the Parties. The execution of any 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.

### **Article (3)**

#### **Scope of Cooperation**

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.

Possible areas of cooperation hereunder may include the following (but not be limited to):

- a) Collaborate in supporting and participating in activities aimed at reducing abuse of the Domain Name System (DNS);
- b) Collaborate in supporting and participating in activities aimed at increasing risk awareness and prevention regarding the different forms of DNS abuse;
- c) Conducting joint technical or academic research projects on areas related to abuse of the Domain Name System;
- d) Collaborate on creating or increasing capabilities among the incident response community and threat researchers, with regards to abuse of, or threats against the Domain Name System;
- e) Cooperate and coordinate efforts towards increasing participation of different stakeholders in ICANN processes as a way of strengthening the multistakeholder model towards a safer, more stable and resilient Domain Name System; and,
- f) Exchanging various types of information of mutual interest that further the Parties' intersecting missions, including statistical and background information as well as guidelines, and sharing experiences, which includes conducting and organizing joint meetings, conferences, and seminars.

### **Article (4)**

#### **Financial Commitments**

The Parties agree to use their own funds or financial resources to fulfill their respective responsibilities under this MoU. This MoU shall not cause any financial obligations on any one of the Parties hereto as a result of enforcing any of its rights or executing any of its obligations hereunder.

## **Article (5)**

### **Relationship Between the Parties**

The Parties hereto are independent and separate entities. Neither is a partner, agent or employee of the other. Neither party shall have authority to make any statements, representations or commitments of any kind, or to take any action that shall be binding on the other party.

## **Article (6)**

### **Confidentiality**

Neither Party shall be entitled to receive any right, title, or interest in, or any license or right to use, any of the other Party's confidential information, copyright or trademark or other intellectual property rights, unless otherwise agreed to between the Parties in writing.

## **Article (7)**

### **No Liability**

For the 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 (8)**

### **Channels of Communication**

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**

For the attention of:

Carlos Alvarez, SSR Engagement Director, Office of the Chief Technology Officer

With a required copy to the office of the General Counsel

12025 Waterfront Drive, Suite 300

Los Angeles, CA 90094, United States

Phone: +1(310) 301-5800

Email: carlos.alvarez@icann.org

**For FIRST**

For the attention of:

Serge Droz, Chair of the Board of Directors

General contact: first-sec@first.org

Phone: +41 (76) 542-4493

Email: serge.droz@first.org

Either Party may, by notice in writing to the other Party (including email), designate additional representatives, or substitute representatives for those designated in this Article. Any press release, public announcement or public statement of any kind by a Party regarding this MoU or the projects and/or efforts contemplated herein requires the prior consultation with a written consent of the other Party, which consent shall not be unreasonably withheld.

**Article (9)****Disputes Resolution**

Any disputes or difference that may arise between the Parties hereto, relating to the interpretation and/or implementation of this MoU, shall be amicably settled between the Parties through negotiation and consultation means.

**Article (10)****Amendments**

This MoU may be amended with the written consent of both Parties. Any such amendment shall form an integral part of this MoU and shall take effect as of the date of signature thereof.

**Article (11)****Entry Into Force, Duration and Termination**

This MoU shall enter into force on the date of its signature by both parties and remains in effect unless terminated by either Party sending an advance written notice to the other. This MoU shall terminate six (6) months after the date of 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.

## **Article (12)**

### **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 to which FIRST and ICANN enjoy by virtue of the international agreements and national laws applicable to each.

## **Article (13)**

### **Assignment or Transfer to Third Parties**

The responsibilities of the Parties arising under this MoU are not assignable or transferable, except as set forth in this MoU. Any attempt to transfer or assign such responsibilities, including by operation of law, shall be considered null and void unless there is a prior written approval by both Parties.

## **Article (14)**

### **Intellectual Property Rights**

Intellectual property arising as a result of this MoU ("Intellectual Property") shall belong to the corresponding Party that creates the protected work. The Party which intend to use, distribute or publish the Intellectual Property must obtain the prior written consent of the other Party.

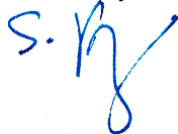
All materials provided by one Party ("the Disclosing Party") to the other ("the Receiving Party") shall remain the property of the Disclosing Party, unless otherwise agreed. The Receiving Party may use these materials with the prior written consent of the Disclosing Party.

Neither Party shall disclose confidential information accessed or developed pursuant to this MoU, provided such information has been classified as confidential.

**IN WITNESS WHEREOF**, the Parties hereto, each acting through its duly authorized representative, have executed this MoU in English, this \_\_\_\_\_ day of April 2020.

*For and on behalf of*

Forum of Incident Response and  
Security Teams



**Serge Droz**

President and CEO

**FORUM OF INCIDENT RESPONSE  
AND SECURITY TEAMS**

Date: 15. April 2020

Place: Zurich, Switzerland

*For and on behalf of*

The Internet Corporation for Assigned  
Names and Numbers



**Göran Marby**

*President and CEO*

**ICANN**

Date: 7 May 2020

Place: Los Angeles, California