

**COOPERATION AGREEMENT BETWEEN  
THE INTER-AMERICAN TELECOMMUNICATION COMMISSION  
OF THE ORGANIZATION OF AMERICAN STATES AND  
THE INTERNET CORPORATION FOR ASSIGNED NAMES AND NUMBERS**

The Parties to the present Agreement: the Inter-American Telecommunication Commission ("CITEL") of the Organization of American States ("OAS"), through the OAS General Secretariat, represented by Mr. Clovis Baptista, and the Internet Corporation for Assigned Names and Numbers ("ICANN") represented by Dr Paul Twomey.

Considering that CITEL is an entity of the OAS, established by the OAS General Assembly to facilitate and promote the continuing development of telecommunications in the hemisphere;

Taking into account that in accordance with article 3 of its Statute, one of CITEL's functions is to maintain continuous contact with the various organizations in the field of communications;

Further Taking into account that article 95 of the CITEL Regulations provides that CITEL shall collaborate through such agreements, as it deems necessary, with technical governmental, non-governmental and intergovernmental agencies engaged in activities consistent with CITEL's objectives and functions, for the purpose of maximizing cooperation and coordination in its activities and work;

Bearing in mind that OAS General Assembly Resolution AG/RES. 57 (I-0/71) establishes the mechanism by which the organs of the OAS may establish cooperative relations with other national and international institutions cooperative agreements signed by the Secretary General on his duly designated representative

Taking into account that ICANN, is a public benefit, not for profit corporation with its head office located at 4676 Admiralty Way, Suite 330, Marina del Rey, California, in the United States of America;

Taking into account and acknowledging the mission and core values of ICANN as stipulated in its By Laws, Article I, Section 1-2

Recognizing that ICANN is authorized to enter into cooperative relations with CITEL,

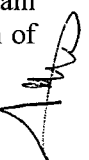
Recognizing that collaboration between CITEL and ICANN will make the best use of available resources, avoid duplication, and increase the effectiveness of their efforts to contribute to the harmonious development of telecommunications in the hemisphere;

Have agreed to the following terms:

**ARTICLE I  
Cooperation**

- 1.1 The Parties shall cooperate with each other on matters of common interest within the scope of their general objectives.
- 1.2 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 expenditures.

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- 1.3 Activities that the Parties may agree to cooperate on include, but are not limited to, organization of seminars, meetings and round tables on matters of common interest; collaboration on joint projects; training; joint publications.
- 1.4 The work areas of cooperation between the Parties, appear in Annex I of this Agreement, which is an integral part of this Agreement.

**ARTICLE II**  
**Exchange of Information**

- 2.1 The Parties shall keep each other regularly informed concerning programs and activities of mutual interest in the areas set out in Annex I.
- 2.2 The Parties shall send to each other their documents and publications relating to programs and activities set out in Annex I, except for those that are subject to special restrictions.
- 2.3 Subject to 2.4, within the agreed work areas in Annex I, each Party shall make available to the other copies of working documents on request and free of royalties. Each Party shall strictly limit the dissemination of documents it receives from the other to its participants and solely for the purpose of technical activities relating to each Party's work program. All copyright and other intellectual and industrial rights in those documents and any copies thereof shall remain with the Originating Party.
- 2.4 Neither Party to this Agreement may publish, reproduce, alter or use in any manner not contemplated by this Agreement, all or any part of the Other Party's documents and publications provided under this Agreement without the prior written consent of the Other Party (which consent may be given or withheld at their discretion). The Originating Party shall not be held liable for any unauthorized use, alteration or publication of any of its documents by the other Party
- 2.5 The Parties undertake to make every endeavor to use electronic document handling mechanisms in their exchange of documents.

**ARTICLE III**  
**Reciprocal Representation**

- 3.1 To the extent permitted under their respective applicable rules and regulations, the Parties shall invite each other to send an observer to their respective meetings, where matters of potential interest in the agreed work areas in Annex I are to be discussed.
- 3.2 The extent of the observer's participation shall be governed by the rules and regulations of the Party whose meeting is being observed.

**ARTICLE IV**  
**Implementation of the Agreement**

- 4.1 The Parties shall enter into supplementary arrangements by executing "memoranda of understanding" for the purpose of implementing specific joint projects and activities within the framework of this Agreement. In those memoranda, the parties shall specify, amongst other things the appropriate dispute resolution mechanism for the relevant project.

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**ARTICLE V**  
**Financing and Budgetary Limitations**

- 5.1 Unless otherwise provided in writing in the relevant memoranda for a specific project under Article 4.1 with the prior approval of the competent organs, each Party is responsible only for its own expenses and cost in complying with this Agreement.
- 5.2 Any financial obligations incurred by each Party as a result of this Agreement are subject to approval by its respective governing body. Nothing in this Agreement shall limit the authority of the governing bodies of either Party to adopt, modify, or amend that Party's Program Budget in accordance with its financial realities and other priorities.

**ARTICLE VI**  
**Languages**

- 6.1 Correspondence between the Parties shall be conducted in English or Spanish (depending on the case).

**ARTICLE VII**  
**Institutional Coordination and Notice**

- 7.1. The office within CITEI responsible for carrying out and coordinating its obligations under this Agreement is the Secretariat of CITEI. All notice for CITEI in relation to this Agreement should be sent to:

Executive Secretary of CITEI  
General Secretariat of the Organization of American States  
1889 F Street, N.W.  
Washington, D.C. 20006

Tel: 202 458-3004  
Fax: 202 458-6854

- 7.2. Offices within ICANN responsible for carrying out and coordinating its obligations under this Agreement are the CEO and the Vice-President of Global and Strategic Partnerships. All notice for ICANN in relation to this Agreement should be sent to:

Dr. Paul Twomey, CEO & President  
& Theresa Swinehart, VP Global and Strategic Partnerships

ICANN  
4676 Admiralty Way, Suite 330  
Marina del Rey, CA 90212  
USA

Tel: +1-310-823-9358  
Fax: +1-310-823-8649

- 7.3. Either Party may change the office and the person designated to receive notice hereunder by so notifying the other in advance by writing.

**ARTICLE VIII**  
**Privileges and Immunities**

- 8.1. Nothing expressly stated or implied in this Agreement is to operate as a waiver of the privileges and immunities of the OAS, and its organs (including CITELE and the OAS General Secretariat), and their personnel, under the relevant agreements on privileges and immunities and under international law.
- 8.2. Nothing in this Agreement 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.

**ARTICLE IX**  
**Relationship of the Parties**

- 9.1. The relationship between the CITELE and ICANN shall be that of independent entities, and nothing in this Agreement shall be construed to constitute either Party as an employee, partner, agent or member of the other.
- 9.2. In consequence with the foregoing, neither Party shall have authority to act for or to bind the other Party in any way, to make representations or warranties or to execute agreements on behalf of the other Party, or to represent that it is in any way responsible for the acts or omissions of the other Party.

**ARTICLE X**  
**Term, Modification and Termination**

- 10.1. This Agreement shall enter into force on the date it is signed by both Parties.
- 10.2. The Parties may amend this Agreement by a written agreement, dated and signed by their duly authorized Representatives, and attached hereto.
- 10.3. The responsibilities of the parties under this Agreement 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
- 10.4. This Agreement shall remain in force indefinitely, but it may be terminated by mutual consent or by either Party by giving advanced written notice to the other, effective upon the receipt of said notice.
- 10.5. Upon the termination of this Agreement, all the rights granted pursuant to this Agreement shall cease immediately and the Parties shall cease from distributing any information received pursuant to this Agreement. Notwithstanding the foregoing, the provisions of this Agreement related to ownership of rights shall survive any termination or expiration of this Agreement.

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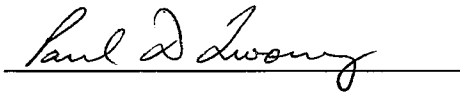


**ARTICLE XI**  
**Liability**

- 11.1 No breach of an obligation contained in this Agreement or performance or non-performance under this Agreement shall give rise to any monetary liability by one party to another.
- 11.2. Clause 11.1 does not apply to a breach by either Party of the provisions of Articles 2.4, 8 or 9.2 of this Agreement.

In Witness Whereof, the duly authorized Representatives of the Parties hereby subscribe to this Agreement, in duplicate originals, in Washington DC, United States of America, on this 19 day of December of 2007.

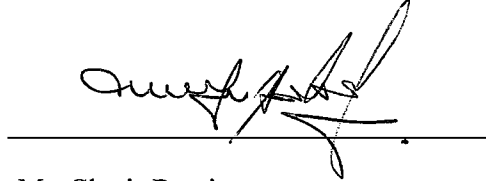
**FOR ICANN**



Dr Paul Twomey  
CEO & President

*Sydney 09/01/08*

**FOR THE OAS GENERAL SECRETARIAT**



Mr. Clovis Baptista  
Executive Secretary of CITELE

*Washington DC, 12/19/2007*

**ANNEX I**

**COOPERATION AGREEMENT BETWEEN  
THE INTER-AMERICAN TELECOMMUNICATION COMMISSION  
OF THE ORGANIZATION OF AMERICAN STATES AND  
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**WORK AREAS OF COOPERATION BETWEEN THE PARTIES**

Areas of mutual interest between CITELE and ICANN where exchange of information is anticipated are:

1. Discussions related to the global Internet's systems of unique identifiers in relation to:
  - a. Domain names (forming a system referred to as "DNS");
  - b. Internet protocol ("IP") addresses and autonomous system ("AS") numbers; and
  - c. Protocol port and parameter numbers.
2. Discussions related to the operational stability, reliability, security, and global interoperability of the Internet.
3. Discussions reflecting the functional, geographic, and cultural diversity of the Internet.

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