

REPUBLIC OF MACEDONIA
Ministry of Information Society and Administration



MEMORANDUM OF UNDERSTANDING

between the

**MINISTRY OF INFORMATION SOCIETY AND ADMINISTRATION OF THE
REPUBLIC OF MACEDONIA**

and the

INTERNET CORPORATION FOR ASSIGNED NAMES AND NUMBERS

MEMORANDUM OF UNDERSTANDING

between the

*MINISTRY OF INFORMATION SOCIETY AND ADMINISTRATION
OF THE REPUBLIC OF MACEDONIA*

and the

INTERNET CORPORATION FOR ASSIGNED NAMES AND NUMBERS

WHEREAS the **Ministry of Information Society and Administration (MISA)** is the specialised government body in the Republic of Macedonia for coordination of the activities for development of information society, as listed in the two strategies: National Strategy for Developing the Information Society and Action Plan; National Strategy for Developing Electronic Communications with Information Technologies, with its head office located at 54 Sv. Kiril i Metodij boul., Skopje 1000, Macedonia;

WHEREAS the **Minister** of MISA represents the Republic of Macedonia at international organizations in the field of electronic communication, and in the field of information society;

WHEREAS the **Internet Corporation for Assigned Names and Numbers** is 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**);

WHEREAS **ICANN** has operational hub offices located in Los Angeles, Istanbul 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; and

WHEREAS the community expects **ICANN**, as a global organization, to perform its role in an open, accountable and transparent manner, and inclusive of the diversity of stakeholders in the greater Internet ecosystem.

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.

CONVINCED that the MISA is looking forward towards maintaining and improving the existing Internet-related public policies in Macedonia, and in these efforts it is looking towards cooperation and coordination with the broader Internet community, in the country and around the globe.

NOW, THEREFORE the Parties have agreed to enter into this Memorandum of Understanding (MOU).

Article (1)

Objectives

This MOU aims at continuing the coordination between the Parties, especially in the areas of developing the Domain Name industry, supporting the use of Internationalized Domain Names, and promoting the multi-stakeholder model of Internet Governance at the national, regional and global levels.

Article (2)

Nature of Commitments

This MOU is but an expression 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' cooperation hereunder shall include:

1. Promoting the use of Internationalized Domain Names including those in Cyrillic script;
2. Supporting the development of the Internet Domain Name industry in Europe;
3. Raising awareness about ICANN's mission and coordinate to strengthen participation by European stakeholders in the different constituencies of ICANN; and
4. Supporting the global multi-stakeholder Internet Governance model, and strive to develop multi-stakeholder mechanisms at national and regional levels.

Article (4)

Financial Commitments

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)

Exclusion of Liabilities

Except to the extent required by applicable law, neither party nor any directors, officers or employees of either party will be liable to the other party for any damages of any kind, whether direct or indirect, including economic damages or injury to property or lost profit.

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

Attn: Jean-Jacques Sahel, Vice President, Stakeholder Engagement, Europe

6 Rond Point Schuman, Bt. 1

Brussels B-1040 Belgium

Phone: +32 2 894 7400

Email: jean-jacques.sahel@icann.org

For MISA

Attn: Minister of Information Society and Administration

54 Sv. Kiril i Metodij boul
Skopje 1000, Macedonia
Email: irena.bojadzievska@mioa.gov.mk

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 (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)
Duration

This MOU shall enters 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. It shall terminate twenty (20) days after the date of receipt of such notice.

WHEREOF, the Parties hereto, each acting through its duly authorized representative, have executed this MOU in two (2) originals in the English language, each of which being equally authentic, this 15th day of September 2014.

MISA

ICANN

**The Ministry of Information Society and
Administration (MISA)**

**The Internet Corporation for Assigned
Names and Numbers (ICANN)**

Signature:

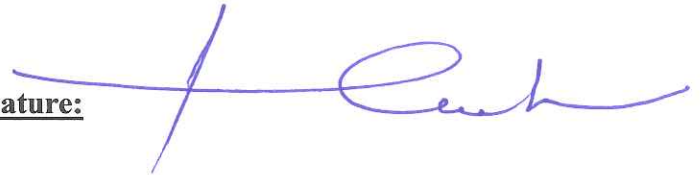


Printed

Ivo Ivanovski

Name:

Signature:



Printed Name:

Fadi Chehadé

Printed Title:

Minister of Information
Society and Administration

Printed Title:

ICANN President and
CEO