



MEMORANDUM OF UNDERSTANDING

Between the

**INTERNET CORPORATION FOR ASSIGNED NAMES AND
NUMBERS**

(ICANN)

and the

**AFRICAN TELECOMMUNICATIONS UNION
(ATU)**

**Memorandum of Understanding (MOU)
Between the
African Telecommunications Union (ATU)
and the
Internet Corporation for Assigned Names and Numbers (ICANN)**

Acknowledging

The vision, mission and objectives of the African Telecommunications Union (ATU) as stipulated in its Constitution (Chapter I);

The mission and core values of the Internet Corporation for Assigned Names and Numbers (ICANN) as stipulated in its Bylaws , Article I, Section 1-2);

Considering

The importance of the Internet for the global economy;

The desirability of greater cooperation between all stakeholders involved in issues related to the exchange of information on Internet related issues, including Internet governance;

Convinced

That there is a need for increased awareness of African policy makers and regulators on issues related to Internet related issues, as they also relate to Internet governance;

That there is a need to increase understanding and to build the capacity of African policy makers and regulators on Internet technical and policy issues;

That there is a need to strengthen the communication channel with African policy makers and regulators in order to disseminate information on issues related to Internet Governance;

That African governments should play an appropriate role in Internet governance at national, regional and international levels;

That African governments should set appropriate frameworks for public policy issues related to Internet governance with the objective to promote the development and the growth of the Internet in the Africa region;

The African Telecommunications Union an Inter-governmental Organization with its temporary Headquarters located at the CCK complex, Waiyaki Way, in Nairobi, Kenya, **(ATU)** and the Internet Corporation for Assigned Names and Numbers 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, **(ICANN)** hereafter referred to as the parties, hereby agree to cooperate for the following purposes:

1 Exchange of information and documentation

The parties agree to regularly exchange information and material related to the Internet and issues consistent with ICANN's mission, including those relating to Internet governance issues.

2 Organization of workshops and seminars

The parties shall organize, as appropriate, joint workshops and seminars for the purpose of disseminating information and increasing the understanding of African policy makers and regulators on issues related to Internet governance.

3 Development and growth of the Internet in the Africa region

The parties shall co-operate as far as reasonably possible in matters relating to the development and the growth of the Internet in the African region with a view to fostering the evolution of appropriate policies and regulations by exchanging experience and relevant information and material.

4 Confidentiality

Nothing in this Memorandum of Understanding should be construed as requiring either of the parties to disclose confidential or restricted documents or other information.

5 Communications

The parties shall establish regular channels of communications by designating individual points of contact.

6 Areas of focus

The parties shall consult on a periodic basis in order to agree on areas of work of mutual interest. The parties will explore those areas and identify the concrete activities for which effective and practical cooperation may be possible as well as ways and means for carrying out joint cooperation efforts.

7 Costs

Each party shall bear the full cost of discharging its own responsibilities arising from this MOU. This MOU does not represent any commitment with regard to funding on the part of either party.

8 Review and Amendments

The parties shall review on a biennial basis the results of their co-operation under this Memorandum of Understanding.

Where appropriate the parties shall consider the need for improvements in their co-operation and make suitable proposals for modifying the scope of this MOU.

Any changes to the scope, terms and conditions of this MOU may only be made by a mutually agreed written amendment signed by the parties.

9 Limitation

This MOU does not create any partnership, agency, association or franchise arrangement.

Nothing in this MOU permits any party to transfer or assign any interest, right or obligation under this MOU, without the prior written consent of the other party.

10 Entry into Force and Termination

This MOU enters into force on the date set forth below, and may be terminated by either party upon three (3) months prior written notice to the other. 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.

11 Limitation of Exchange of Information

Notwithstanding any other Article contained in this MOU any exchange of information or material under this MOU concerning projects or programs of the parties shall be subject to the policies and procedures of the respective organizations.

12 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 it.

13 Privileges, Immunities and Facilities of ATU

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 ATU enjoys by virtue of the international agreements and national laws applicable to it.

14 Channel of Communication and Notice

For the purpose of facilitating the working arrangements to be established by the parties under this MOU, the contacts for communication in the first instance for the parties will be:

For ICANN

ICANN

c/o Theresa Swinehart, VP, Global and Strategic Partnerships, with required copy to General Counsel's office

4676 Admiralty Way, Suite 330
Marina del Rey, CA 90292-6601
USA

Tel: +1 310 823 9358

Email: Theresa.swinehart@icann.org

John.jeffery@icann.org

For ATU

Attn: Mrs. Namahoua Bamba-Touré
Development Research and Programme Coordinator
African Telecommunications Union (ATU)

Tel: +254 20 44 53 357

Email: HYPERLINK "mailto:n.bamba@atu-uat.org" n.bamba@atu-uat.org

Either party may, by notice in writing to the other party, designate additional representatives or substitute other representatives for those designated in this Article.

15 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.

16 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 the other.

17 Address for Documents

Official Documentation of ICANN will be forwarded to ATU at the following address:

Secretary General
African Telecommunications Union (ATU)
CCK Complex, Waiyaki Way
P O Box 35282 - 00200
Nairobi
Kenya

Official Documentation of ATU will be forwarded to ICANN at the following address:

President and CEO
Internet Corporation for Assigned Names and Numbers (ICANN)
4676 Admiralty Way
Suite 330
Marina del Rey
California 90292
USA

This Memorandum of Understanding is signed in 2 duplicates in English and French, all texts having equal validity.

**For and on behalf of the African
Telecommunications Union (ATU)**

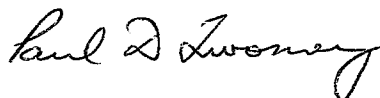
Date: 13-11-2007



Akossi Akossi Secretary General

**For and on behalf of the Internet
Corporation for Assigned Names and
Numbers (ICANN)**

Date: 13 November 2007



Dr. Paul Twomey President and CEO