

COOPERATION AGREEMENT

between

**The Internet Corporation
for Assigned Names and Numbers**

and

**The United Nations Educational,
Scientific and Cultural Organization**

**UNESCO Headquarters
10 December 2009**

Cooperation Agreement

between

The Internet Corporation for Assigned Names and Numbers

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

represented by

Mr Rod Beckstrom
President and Chief Executive Officer

hereinafter referred to as "ICANN"

and

The United Nations Educational, Scientific and Cultural Organization

7, place de Fontenoy
75352 Paris 07 SP
France

represented by

Ms Irina Bokova
Director-General

hereinafter referred to as "UNESCO"

ICANN and UNESCO together hereinafter referred to as "the Parties";

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- Whereas** UNESCO is seeking to mobilize partners from civil society and, in particular, from the private sector for the achievement of its strategic goals and programme priorities;
- Whereas** UNESCO's current programme priorities include the promotion of multistakeholder partnerships to foster access and free flow of information and knowledge established in line with World Summit on the Information Society ("WSIS") outcomes, as well as the promotion of linguistic diversity and multilingualism, with a special attention to the representation of minority and endangered languages and scripts, and UNESCO grants high priority to these programme priorities;
- Whereas** ICANN's mission is to coordinate, at the overall level, the global Internet's system of unique identifiers (including domain names, Internet protocol addresses and autonomous system numbers, and protocol port and parameter numbers), and in particular to ensure the stable and secure operation of the Internet's unique identifiers;
- Whereas** ICANN's values are preserving and enhancing the operational stability, reliability, security and global interoperability of the Internet, and respecting the creativity, innovation and flow of information made possible by the Internet by limiting ICANN's activities within ICANN's mission requiring or significantly benefiting from global coordination;
- Whereas** ICANN is acting to follow its mission and core values as set forth in Article 1, Sections 1-2 of ICANN Bylaws, including its commitment to its multistakeholder, private sector led, bottom-up model;
- Whereas** ICANN recognizes the importance that the Internet evolves to be more accessible to those who do not use the ASCII character set, and that the internationalization of the domain name system must be accomplished through standards that are open, non-proprietary, and fully compatible with the Internet's existing end-to-end model and that preserve globally unique naming in a universally resolvable public name space;
- Whereas** UNESCO and ICANN intend to strengthen their cooperation in the development and internationalization of the Internet and to undertake a variety of activities in support of the common objectives of the Communication & Information and Culture sectors of UNESCO and ICANN
- Whereas** the Parties have held consultations with regard to the management and other support services to be provided by UNESCO within the framework of a programme to be supported by ICANN (hereinafter referred to as "the Programme");

Now therefore, the Parties hereby agree as follows:

By the present Agreement the Parties determine the conditions and modalities according to which they agree, through joint and concerted cooperation, to carry out common initiatives to achieve their shared objectives.

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Article 1 – Purpose

The present agreement has the following purposes:

- o To support the introduction of top level Internationalized Domain Names (“IDNs”) in order to offer new opportunities and benefits for the Internet users around the world by allowing them to establish and use domains in their native languages and scripts; and
- o To collaborate to explore the potential to assist developing countries in enhancing capacities to actively participate in building an inclusive and multilingual Internet.

Article 2 – Scope of Agreement

- 2.1 The present Agreement provides a strategic framework within which the Parties agree to cooperate. The Agreement defines: the institutional aspects of the collaboration; a structure for future cooperation; and general conditions that will govern the cooperation.
- 2.2 The Parties agree that they will each use their own funds or funding sources to perform their respective responsibilities under this Agreement. This Agreement does not represent any commitment with regard to funding on the part of either Party.
- 2.3 The Parties will ensure that their collaboration occurs at the appropriate level within their organizations in accordance with relevant procedures and UNESCO will consult national governments and authorities where appropriate. The Parties will negotiate to finalize the terms of any subsequent agreement(s) that are required to give effect to a specific project or the undertakings set out in this Agreement.

Article 3 – Areas of joint cooperation

The Parties have identified the following areas where their cooperation and collaboration can provide significant benefits to society and communities everywhere, and especially in developing countries. The primary components of this collaboration shall address (but are not limited to):

- Cooperation of UNESCO to provide linguistic expertise with regard to the string selection process as part of the IDN ccTLD Fast Track Process, in particular by establishing a group of internationally regarded independent linguistic experts that can, at the request of the country or territory, confirm and document in the specified format that the selected string for the Top Level Domain (TLD) meets the meaningfulness requirement.
- Cooperation of ICANN in, and upon receiving an invitation from UNESCO, informing UNESCO’s Member States about the IDN process and building the

relative capacities for developing and least-developed countries.

- Cooperation of UNESCO and ICANN to:
 - Encourage and assist countries and territories in developing IDN tables;
 - Support the establishment of multistakeholder working groups and contribute to their outreach to other relevant participants; and
 - Encourage the involvement of relevant UN agencies, funds programmes and Regional Commissions.
- Other cooperation by UNESCO and ICANN on a variety of issues arising from the development and internationalization of the Internet.

Article 4 – Joint Projects

- 4.1 The Parties will conclude, for each agreed concrete project an appropriate Project Agreement, if any, stipulating the budget and the implementation modalities, for the activity in question, including provisions for monitoring and reporting. Where the Parties agree, this may be done, with reference to the present Agreement, by an exchange of letters detailing the deliverables under the activity, and the respective responsibilities and obligations of the Parties.
- 4.2 Each Project Agreement will determine, in particular:
- (i) the goals and the nature of the project,
 - (ii) the activities involved in the project,
 - (iii) the specific responsibilities and obligations of the Parties,
 - (iv) the specific modalities and conditions for the execution of the project,
 - (v) the budget for the project, indicating each Party's contribution if applicable
 - (vi) the payment schedule for ICANN's contributions, if applicable; and
 - (vii) the eventual attribution of and use by the Parties of the intellectual property results and rights generated by the project, if applicable;
 - (viii) the duration of the project; and
 - (ix) the modalities for evaluation.

Article 5 – Obligations of UNESCO

- 5.1 UNESCO agrees to execute the terms of the present Agreement as per Article 2.
- 5.2 If ICANN provides a financial contribution pursuant to a Project Agreement as referenced in Article 4, UNESCO will disburse the funds in the framework of the present Agreement and in accordance with UNESCO's Financial Rules and Regulations, including those pertaining to the Programme support costs.

UNESCO shall not commit any funds before ICANN makes the corresponding deposits into the relevant bank account and as agreed to in the relevant project agreement.

- 5.3 UNESCO agrees to execute each project in accordance with the corresponding Project Agreement and whenever applicable the related budget.
- 5.4 UNESCO will inform ICANN of UNESCO events or projects to which ICANN could be potentially associated towards advancing the respective goals of the Parties in this Agreement.
- 5.5 Unless authorized in writing by UNESCO, ICANN shall not use the name, acronym or official logo of UNESCO, or any abbreviation of the name of UNESCO, for advertising or any other purposes, except as otherwise authorized under Article 8 of this Agreement.

Article 6 – Obligations of ICANN

- 6.1 ICANN agrees to execute the terms of the present Agreement as per Article 2
- 6.2 ICANN's obligations, for each project, will be defined in accordance with the modalities foreseen in Article 4.1 of this Agreement

Article 7 – The Collaboration Governance/Consultation Mechanism

- 7.1 When required, UNESCO and ICANN will form a consultation mechanism made up of representatives from each Party, which will be responsible for monitoring the development and progress of the Programme.

Article 8 – Communication and media activities

- 8.1 Communication, promotion, awareness raising and outreach will be components of the Programme. The Parties will closely cooperate for the planning, implementation, monitoring and evaluation of all communication activities related to the Programme if applicable.
- 8.2 Each Party shall provide publicity to the Programme by mentioning the other Party and by including the other Party's name and/or logo in all relevant publications related to this Agreement. In particular, the Parties shall:
 - develop consistent co-branding standards that allow to accelerate the handling of requests for the use of the other Party's name and/or logo;
 - define consistent cross-referencing and linking standards for posting regular updates on the project on the Parties' respective Internet websites and portals.

8.3 ICANN, in furtherance of its commitment of operating in an open and transparent fashion, will follow its procedures in fostering publicity for, and broad public awareness about, the Programme. ICANN agrees that UNESCO may distribute all pertinent publicity material through UNESCO channels.

Article 9 – Notification

9.1 The addresses for service of notices under the present Agreement shall be:

For UNESCO:

Name: Abdul Waheed Khan
Title: Assistant Director-General
for Communication and Information
Tel:+ (33) 1 45 68 43 20
Fax:+ (33) 4 45 68 55 81

For ICANN:

Name: Theresa Swinehart
Title: Vice President, Global and
Strategic Partnerships
Tel: +1 (310) 301-5806
Fax: +1 (310) 823 8649

9.2 Each Party shall inform the other Party immediately of any modification of the above address.

Article 10 – Duration

The present agreement enters into force upon signature by the Parties, and remains in force until terminated in accordance with Article 11.7 below.

Article 11 – General Conditions

11.1 Status of UNESCO

Supporting the objectives of UNESCO and of the United Nations Organization, ICANN will respect the status of UNESCO as an intergovernmental organization of the United Nations system with its own distinct Constitution. ICANN confirms that it is not directly involved in the production of goods or the delivery of services, which would be opposed to the objectives and principles of UNESCO, the United Nations Organization or other institutions of the United Nations system.

11.2 No Agency or Other Relationship Created

Nothing in this Agreement shall be construed as establishing a legal partnership (such as, by way of clarification, partnership liability), joint venture, agency, exclusive arrangement or other similar relationship. Neither ICANN

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nor anyone whom it may employ shall be considered as an agent of UNESCO or a member of the staff of UNESCO and, except as otherwise provided herein, shall not be entitled to any privileges, immunities, compensation or reimbursements afforded to UNESCO as a UN specialized agency or to its staff of international servants, nor shall be authorized to commit UNESCO to any expenditure or other obligations.

Neither UNESCO nor anyone whom it may employ shall be considered as an agent of ICANN or a member of the staff of ICANN, and shall not be authorized to commit ICANN to any expenditure or other obligations.

11.3 **Conformity with Laws**

ICANN agrees to respect the laws of the country it is operating in and guarantees that it will not permit any official of UNESCO to receive a direct or indirect profit from this Agreement. Furthermore, ICANN certifies and warrants that it has not been convicted of any crimes in relation to the activities outlined within the present Agreement and is not aware of any lawsuits or legal actions being taken against it in relation to the activities outlined within the present Agreement. Should ICANN be made aware of any lawsuits or legal actions being taken against it in relation to the activities outlined within the present Agreement, ICANN agrees to undertake to notify UNESCO immediately.

11.4 **Privileges and Immunities of the Parties**

Nothing in or relating to the present Agreement shall be deemed a waiver of any of the privileges and immunities of UNESCO. Further, nothing in or relating to 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, if any, by virtue of the international agreements and national laws applicable to it.

ICANN shall hold harmless, defend and indemnify UNESCO against all lawsuits, claims, costs and liabilities resulting from any intellectual property disputes or other disputes arising under the present Agreement and which arise out of ICANN's grossly negligent or intentional misconduct.

UNESCO shall hold harmless, defend and indemnify ICANN against all lawsuits, claims, costs and liabilities resulting from any intellectual property disputes or other disputes arising under the present Agreement and which arise out of the UNESCO's grossly negligent or intentional misconduct

11.5 **Assignment**

None of the Parties shall assign, transfer, pledge or make other disposition of the present Agreement or any part thereof or of any of their rights, claims or obligations under the present Agreement except with the prior written approval of the other Party. Any of the aforementioned actions taken without such written approval shall not be valid.

11.6 Settlements of Disputes

All disputes arising out of or in connection with the present Agreement shall be settled by mutual understanding, negotiation and agreement. The Parties confirm that they shall exercise good faith efforts to resolve any such disputes. However, if no amicable settlement can be arrived at, any dispute shall be arbitrated according to the rules defined by UNCITRAL (United Nations Commission on International Trade Law). The Parties agree that if arbitration is commenced, arbitration will be conducted in English before a single member panel. The arbitration will be conducted in Brussels, unless the parties agree in writing to a separate location.

11.7 Termination

11.7.1 Either Party may terminate the present Agreement upon 3 (three) months' written notice to the other Party. Notwithstanding its termination, the provisions of this Agreement shall survive to the extent necessary to bring ongoing activities to a proper close.

11.7.2 Upon the termination of the present Agreement, neither Party shall use the other's name, emblem or official seal, or any abbreviation thereof for promoting the Programme or any other purposes.

11.7.3 If UNESCO terminates the Agreement in accordance with Section 12.8.1, and upon UNESCO's request, ICANN shall post a notification on its website (www.icann.org) informing that UNESCO (i) has terminated its Agreement with ICANN, and (ii) is no longer participating in the Programme. If ICANN terminates the Agreement in accordance with Section 12.8.1, and at its own election, ICANN may post a notification on its website informing that (i) ICANN terminated its Agreement with UNESCO; and (ii) UNESCO is no longer participating in the Programme.

11.8 Amendment

This Agreement, including this provision, may not be waived, modified or changed in any manner except by a written amendment signed by each of the Parties hereto.

11.9 Non-Exclusivity

It is understood that this Agreement does not confer ICANN any exclusivity regarding activities such as those covered by this Agreement, and ICANN accepts that UNESCO is currently collaborating on similar activities worldwide with other partners and will be in the future.

It is also understood that this Agreement does not confer UNESCO any exclusivity regarding activities such as those covered by this Agreement, and UNESCO accepts ICANN is currently collaborating on similar activities worldwide with other partners and will be in the future.

Done at UNESCO Headquarters in Paris, on 10 December 2009 in two original copies.

For UNESCO



Ms Irina Bokova
Director-General

For ICANN



Mr Rod Beckstrom
President and CEO