

MEMORANDUM OF UNDERSTANDING

between the

INTERNET CORPORATION FOR ASSIGNED NAMES AND NUMBERS

and the

EUROPEAN DIALOGUE ON INTERNET GOVERNANCE

MEMORANDUM OF UNDERSTANDING

between the

INTERNET CORPORATION FOR ASSIGNED NAMES AND NUMBERS

and the

EUROPEAN DIALOGUE ON INTERNET GOVERNANCE

- WHEREAS** the **Internet Corporation for Assigned Names and Numbers (ICANN)** is a public benefit, nonprofit corporation registered under the laws of the State of California, headquartered at 12025 Waterfront Drive, Suite 300, Los Angeles, CA 90094-2536, USA.
- WHEREAS** the **European Dialogue on Internet Governance (EuroDIG)**; an open platform for informal and inclusive discussion and exchange on public policy issues related to Internet Governance (IG) between stakeholders from all over Europe, formed as an association under the Swiss law, having its head office at Rue Jehanne de Hochberg, 16 CH – 2000 Neuchatel, Switzerland.
- 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.
- CONSIDERING** EuroDIG is a network created in 2008 by a number of key stakeholders representing various European stakeholder groups working in the field of Internet Governance (IG), centered around an annual event that is open to all European stakeholders that are interested in contributing to an open and interactive discussion on IG issues.

CONSIDERING EuroDIG affirms, supports and recognizes ICANN's global coordination role of the unique identifier systems of the Internet, and the multistakeholder model through which ICANN fulfills its coordination role.

CONSIDERING ICANN affirms, supports and recognizes EuroDIG as the European Internet Governance Forum and its independent role by providing a platform for all European stakeholders involved and interested in IG matters.

CONVINCED that the cooperation and collaboration between the parties would further common objectives in a more effective and beneficial way including for the planning and organization of the annual event as well as the strategic coordination of the EuroDIG association; to promote two-way collaboration, to strengthen active participation in ICANN's policy-making processes, and to strengthen the support for the multi-stakeholder participation and governance model of the Internet.

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

ARTICLE 1 – Objective and Areas of Cooperation

- 1.1 The MOU aims to formalize and continue the existing cooperation between the parties, to improve mutual coordination and ensure greater complementarity, subject to the respective internal objectives, functions, policies and procedures of the parties.
- 1.2 The Parties will, in particular, collaborate on the following activities:
 - Formalize ICANN's involvement in the joint planning and organization of the annual EuroDIG event;
 - ICANN to participate, in particular, in the consultation and decision making process for the annual event organized by EuroDIG, including: drafting of the programme and messages, selection of the host countries and dates, outreach to key participants;
 - EuroDIG to include ICANN into the outreach activities to all stakeholder groups in Europe and beyond; and
 - ICANN to contribute its expertise in technical and logistical matters such as remote participation and capacity building, as appropriate.

ARTICLE 2 – Cooperation Machinery

- 2.1 This MOU is a non-binding statement of mutual intentions of the parties. The execution of 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.

2.2 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.

ARTICLE 3 – Assignment or Transfer to Third Parties

The responsibilities of the parties under this MOU 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.

ARTICLE 4 – Financial Arrangements

The parties agree that they will each use their own funds or funding sources to perform their respective responsibilities under this MOU. This MOU does not represent any commitment with regard to funding on the part of either party. Financial contribution from ICANN to the EuroDIG is not part of this MOU.

ARTICLE 5 – 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.

ARTICLE 6 – Entry Into Force, Duration and Termination

This MOU enters into force on the date of its signature by both parties and remains in effect for the next 3 years from the date of signature unless terminated by either party with advance written notice to the other. It shall terminate sixty (60) days after the date 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 7 – Channel of Communication and Notice

7.1 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:

7.1.1 For ICANN
Attn: Jean-Jacques Sahel, Vice-President, Global Stakeholder Engagement, Europe
with a required copy to the office of the General Counsel
12025 Waterfront Drive, Suite 330
Los Angeles, CA 90094, USA
Tel: +1 201 823 9358
Email: jean-jacques.sahel@icann.org

7.1.2 For EuroDIG

Sandra Hoferichter, Managing Director
with a required copy to the EuroDIG headquarter office
Rue Jahanne de Hochberg 16
2000 Neuchatel
Switzerland
Tel:+493413012827(office Germany)
Email: office@eurodig.org

7.2 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 8 – Amendments

The terms and conditions of this MOU may only be changed by mutually agreed written amendment signed between the parties.

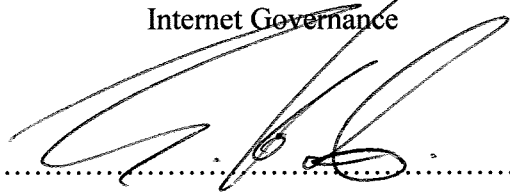

ARTICLE 9 – Settlement of Disputes

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.

ARTICLE 10– 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 another.

IN WITNESS WHEREOF, the parties, each acting through its duly authorized representative, have executed this MOU in two (2) originals in the English language.

<p>For and on behalf of European Dialogue on Internet Governance</p>  <p>.....</p> <p>SANDRA HOFERICHTER Managing Director</p> <p>Place: <u>DUBLIN, IRELAND</u>.....</p> <p>Date: <u>WED 21 OCT, 2015</u>.....</p>	<p>For and on behalf of the Internet Corporation for Assigned Names and Numbers</p>  <p>.....</p> <p>FADI CHEHADÉ President and CEO</p> <p>Place: <u>DUBLIN, IRELAND</u>.....</p> <p>Date: <u>WED 21 OCT, 2015</u>.....</p>
--	--