

MEMORANDUM OF UNDERSTANDING

between the

GEORGIAN NATIONAL COMMUNICATIONS COMMISSION

(GNCC)

and

**INTERNET CORPORATION FOR
ASSIGNED NAMES AND NUMBERS
(ICANN)**

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and

INTERNET CORPORATION FOR ASSIGNED NAMES AND NUMBERS

This Memorandum of Understanding (“MoU”) is entered into between the **Georgian National Communications Commission**, an independent State regulatory authority responsible for electronic communications and broadcasting sectors in Georgia, with its head office located at 50/18 Ketevan Tsamebuli Avenue, Tbilisi 0144, Georgia (“GNCC”); and the **Internet Corporation for Assigned Names and Numbers** is a public benefit, nonprofit corporation registered under the laws of the state of California, USA, having its registered and head office located at 12025 Waterfront Drive, Suite 300 Los Angeles, CA 90094-2536, USA (“ICANN”);

Hereinafter, GNCC and ICANN are collectively referred to as the “Parties” and individually, the “Party”.

WHEREAS

1. The GNCC actively cooperates with international organizations to achieve its goal of developing, managing and regulating high quality, diverse and innovative telecommunications services in Georgia.
2. The GNCC, based on the official letter of the Ministry of Foreign Affairs of Georgia of 12 August, 2009, Ref. No: 8/33-13 to the Governmental Advisory Committee (GAC) of ICANN, acts as the representative of the Government of Georgia in the ICANN GAC and within its competence supports the development of issues related to Internet Governance.
3. The GNCC is an initiator and the main supporter of the introduction of .გვ IDN ccTLD in Georgia; played an important role in the development of .GE ccTLD administration and registration; is a member of .GE ccTLD Administration Advisory Body; is an initiator and supporter of GeolGF, as well as a member of its Executive Committee; and supports efficient and safe use of internet, as well as online protection of minors.
4. ICANN’s mission is to coordinate, at the overall level, the global Internet system of unique identifiers, and in particular to ensure the stable and secure operation of the Internet unique identifiers, and that ICANN is acting to follow its mission, commitments and core values as set forth in Article 1.1 and 1.2 of the ICANN Bylaws.

5. ICANN has five regional offices located in Los Angeles (headquarters), Brussels, Istanbul, Montevideo and Singapore. As a global multistakeholder organization, ICANN facilitates the security, stability and resiliency of the Internet's unique identifier systems through coordination and collaboration.
6. ICANN, as a global multistakeholder organization, is committed to perform its role in an open, accountable and transparent manner, and inclusive of the diversity of stakeholders in the greater Internet ecosystem.
7. The cooperation and collaboration between the Parties would further common objectives, promote two-way collaboration, strengthen active participation in ICANN's policy-making process, and strengthen the support for the multistakeholder participation and governance model of the Internet.

NOW, THEREFORE the Parties have agreed to enter into this Memorandum of Understanding (MoU), under the following terms:

Article (1)

Objectives

The objective of this MoU is to explore opportunities to establish a framework for non-exclusive partnership between the Parties, with the aim to ensure greater complementarity, in accordance with and as appropriately limited within their respective Bylaws and missions. The Parties shall, within their respective remits, continue their cooperative working relationship in the areas of developing the Domain Name Industry, supporting the use of Internationalized Domain Names, promoting the multistakeholder model of Internet Governance.

Article (2)

Nature of Commitments

This MoU is a non-binding statement of mutual intentions of the Parties. The execution of any specific activities or projects under this Memorandum of Understanding 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 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.

Possible areas of cooperation between the Parties may include the following (but not limited to):

- Support the development of the Domain Name System (DNS) ecosystem and promoting the use of internationalized domain names (IDNs) in Georgia by means of mutual cooperation, including bilateral projects, sharing of international practices, and other relevant activities;
- Raise awareness about ICANN's mission and coordinate to strengthen participation by Georgian stakeholders in the different constituencies of ICANN;
- Raise awareness and understanding of the importance of the security, stability and resiliency of the DNS among stakeholders in Georgia by means of bilateral projects, workshops and seminars;
- Sustain cooperation on ongoing awareness-raising and capacity-building initiatives and platform development, for example, workshops, bilateral projects and seminars related to Internet Governance, WHOIS, Universal Acceptance, and DNS Security, utilizing the research and educational materials developed by both Parties and utilizing the respective learning platforms of each Party; and
- Exchange information and material regularly on legislative and technical policies in relation to the Internet's DNS in existence or being developed in Georgia.

Article (4)

Financial Commitments

The Parties agree to use their own funds or financial resources to perform their respective obligations under this MoU. 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 are independent and separate entities. Neither is a partner, agent or an 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

Under the provisions of this MoU, 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 or industrial property rights, unless otherwise agreed to between the Parties in writing.

Article (7)

No Liability

For the 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.

Article (8)

Channels of Communication and Notice

For the purpose of facilitating the implementation of 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.:

Mikhail Anisimov

ICANN Global Stakeholder Manager, Eastern Europe and Central Asia

with a required copy to Office of the General Counsel

12025 Waterfront Drive, Suite 300

Los Angeles, CA 90094

USA

Tel.: +1 310 301 5800

E-mail address: mikhail.anisimov@icann.org

For GNCC

Attn.:

Mzia Gogilashvili

Georgia Alternate (second) Representative/Advisor in ICANN/GAC, with a required copy to International Relations and Project Management Office

50/18 Ketevan Tsamebuli Avenue,

Tbilisi 0144

Georgia

Tel.: +995 2 311699

E-mail address: mgogilashvilil@comcom.ge

Either Party may, by notice in writing to the other Party (including e-mail), designate additional representatives, or substitute representatives for those designated in this Article. Any press release, public announcement or public statement of any kind by a Party regarding this MoU or the projects and/or efforts contemplated herein requires the prior consultation with a written consent of the other Party, which consent shall not be unreasonably withheld.

Article (9)

Dispute Resolution

Any disputes or disagreements that may arise between the Parties regarding the interpretation and / or implementation of this MoU shall be resolved by mutual agreement between the Parties through negotiations and consultations.

Article (10)

Amendments

This MoU may be amended upon the written consent of both Parties. Any such changes shall be an integral part of this MoU and shall come into force on the date of their signing.

Article (11)

Entry Into Force, Duration and Termination

This MoU shall come into force on the date of its signature by all Parties and remains in effect unless terminated by any Party with advanced written notice to the other Party. It shall terminate sixty (60) days after the date of such notice. Notwithstanding its termination, the provisions hereof 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 (12)

Privileges, Immunities and Facilities of the Parties

Nothing in this MOU may be interpreted or construed as a waiver, expressed or implied, or a modification, of the privileges, immunities and facilities which the Parties enjoy by virtue of other international agreements and national laws applicable to each.

Article (13)

Assignment or Transfer of Liabilities to Third Parties

The responsibilities of the Parties under this MoU are not assignable or transferable, except as provided herein. Any attempt to transfer or assign such responsibilities, including by operation of law, shall be considered null and void unless there is a prior written approval by both Parties.

WHEREOF, the Parties hereto, each acting through its duly authorized representative, have executed this MoU in two (2) originals in the English language, on the dates indicated below:

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

Signature:



Full name

Göran Marby

Position:

President and CEO, ICANN

Date:

30 November 2020

Place:

Los Angeles

**For and on behalf of
Georgian National Communications Commission (GNCC)**

Signature:



Full name:

Merab Katamadze

Position:

Commissioner, GNCC

Date:

30 November, 2020

Place:

Tbilisi