

MEMORANDUM OF UNDERSTANDING

between the

**NORTH AMERICAN NETWORK OPERATORS'
GROUP, INC.
(NANOG)**

and the

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

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NORTH AMERICAN NETWORK OPERATORS' GROUP, INC. (NANOG)

and the

INTERNET CORPORATION FOR ASSIGNED NAMES AND NUMBERS (ICANN)

This Memorandum of Understanding ("MoU") is entered into between North American Network Operators' Group, Inc. with its registered business address at 305 E. Eisenhower Parkway Suite 100, Ann Arbor, MI 48108 ("NANOG"); 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, NANOG and ICANN are collectively referred to as the "Parties" and individually, the "Party".

WHEREAS

1. NANOG is a professional association for Internet engineering and architecture organized as a 501(c)3 non-profit membership organization.
2. NANOG's mission is to provide forums in the North American region for education for the Internet operations community. NANOG focuses on the technologies and systems that make the Internet function: core routing and switching; Internet inter-domain routing; the domain name system; peering and interconnection; and Internet core security.
3. NANOG covers associated areas with a direct impact on Internet architecture, such as data centers and optical networking. NANOG has 620 members and proudly serves over 900+ attendees during each tri-annual conference.
4. 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, commitments and core values as set forth in Sections 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 between the Parties would further common objectives, promote two-way collaboration, strengthen active participation in both NANOG's and ICANN's community outreach and engagement initiatives, and strengthen the support for the multistakeholder participation and governance model of the Internet.

NOW, THEREFORE, for the purpose of seeking increased cooperation and collaboration, 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 strengthen the relationship between NANOG and ICANN, with the aim of continuing the cooperation and coordination between the Parties in the areas of their common interests, in accordance with and as appropriately limited within their respective Bylaws and missions. The Parties agree, within their respective remits, to continue their cooperative working relationship in connection with capacity building initiatives within the North American region, in relation to the Internet's global unique identifier systems.

Article (2)

Nature of Commitments

This MoU is a non-binding 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' 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.

Within their respective remits, possible areas of cooperation between the Parties hereunder may include the following (but not be limited to):

A. Community Outreach and Technical Engagement Activities

- Conduct joint outreach and technical engagement efforts to to identified colleges and universities in the United States, on areas of mutual interest to the Parties, including but not limited to, cyber security programs, informatics, computer science, and other

network-related issues.

- Joint development of new outreach and technical engagement programs to raise awareness on topics where the missions of ICANN and NANOG intersect, to support the underserved communities in North America and the Caribbean regions.

B. Education and Capacity Building

- Collaborate and explore a joint scholarship program for university students.
- Collaborate and explore a joint mentorship program for university students.

Article (4)

Financial Commitments

The Parties agree to use their own funds or financial resources to fulfill their respective responsibilities 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 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)

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

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 NANOG

For the attention of:

Edward McNair

Executive Director

305 E. Eisenhower Parkway Suite 100, Ann Arbor, MI 48108

Phone: 503.957.3759

Email: emcnair@nanog.org

For ICANN

For the attention of:

Adiel A. Akplogan

Vice President, Technical Engagement

With a required copy to the office of the General Counsel

12025 Waterfront Drive, Suite 300, Los Angeles, CA 90094-2536, USA

Phone: +1 (310) 301 5834

Email: adiel.akplogan@icann.org

Either Party may, by notice in writing to the other Party (including email), 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)

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)

Entry into Force, Duration and Termination

This MoU shall enter 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. This MoU shall terminate six (6) months after the date of receipt 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 (12)

Privileges, Immunities and Facilities of the Parties

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

Article (13)

Compliance with Laws

Notwithstanding the provision of Article 3 herein, nothing in this MoU obligates either Party or its affiliates to engage in or support transactions or activities contrary to or in violation of any of the laws applicable to either Party or its affiliates.

Article (14)

Assignment or Transfer to Third Parties

The responsibilities of the Parties arising under this MoU are not assignable or transferable, except as set forth in this MoU. 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.

Article (15)

Intellectual Property Rights

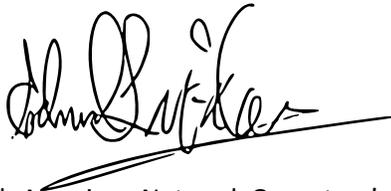
Intellectual property arising as a result of this MoU ("Intellectual Property") shall belong to the corresponding Party that creates the protected work. The Party which intends to use, distribute or publish the Intellectual Property must obtain the prior written consent of the other Party.

All materials provided by one Party ("the Disclosing Party") to the other ("the Receiving Party") shall remain the property of the Disclosing Party, unless otherwise agreed. The Receiving Party may use these materials with the prior written consent of the Disclosing Party.

Neither Party shall disclose confidential information accessed or developed pursuant to this MoU, provided such information has been classified as confidential.

IN WITNESS 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



North American Network Operators'
Group, Inc. (NANOG)

Edward McNair

Executive Director

NANOG

Date: 15 September 2021

Place: **Portland, Oregon, USA**

For and on behalf of



The Internet Corporation for Assigned
Names and Numbers (ICANN)

Göran Marby

President and CEO

ICANN

Date: 22 September 2021

Place: **Los Angeles, California, USA**