

MEMORANDUM OF AGREEMENT

between the

NATIONAL TELECOMMUNICATION REGULATORY AUTHORITY

and the

INTERNET CORPORATION FOR ASSIGNED NAMES AND NUMBERS

MEMORANDUM OF AGREEMENT

This Memorandum of Agreement (“Agreement”) is made and executed on this ____ day of _____ 2014 (“Effective Date”), by and between the **National Telecommunication Regulatory Authority of Egypt**; a government authority established in accordance with the provisions of Law No. 10 of the Arab Republic of Egypt for the year 2003, having its head office located at B4 Smart Village, Km28 Cairo-Alexandria Desert Road, Giza 12577, Egypt (**NTRA**), and the **Internet Corporation for Assigned Names and Numbers**; a not-for-profit public benefit 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**).

RECITALS

WHEREAS, NTRA was established in Egypt as a national authority to administer the telecommunication sector with consideration for transparency, open competition, universal service and protection of user rights;

WHEREAS, 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. 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; and

WHEREAS, the parties mutually desire to execute this Agreement with its stated purpose being to further strengthen and develop the Domain Names System (DNS) sector in Africa and the Middle East by establishing a DNS Entrepreneurship Center (DNS-EC) that will serve as a regional hub for expertise in various DNS technical, policy and entrepreneurial areas.

THEREFORE, the parties agree to enter into this Agreement upon the terms set forth below.

TERMS OF AGREEMENT

ARTICLE 1 – Objective and Areas of Cooperation

- 1.1 The objective of this Agreement is to explore mutually beneficial, non-exclusive collaboration efforts between the parties towards establishing the DNS-EC aimed at growing the domain name industry ecosystem and developing local expertise in DNS technical, policy, and entrepreneurial areas in Africa and the Middle East. Specific details of the project, including scope, timelines, responsibilities, costs, etc. are set forth in the Project Outline, which is attached hereto and incorporated herein as **Addendum A**. If additional projects are contemplated at a later date, they shall likewise be attached hereto as an addendum (e.g., Addendum A-1, Addendum A-2, etc.)
- 1.2 For the avoidance of doubt, the work to be performed through the DNS-EC is not meant as a substitute or replacement for the work and services ICANN

provides to the community in accordance with its mission and core values set forth in its Bylaws, but rather is meant to enhance those same missions and core values by promoting education and support of the DNS and its security, stability and resiliency in Africa and the Middle East. Accordingly, any deliverables that result by mutual cooperation of the parties in performing under this Agreement shall respect and take into consideration the mission and core values of ICANN in determining its best use and dissemination.

ARTICLE 2 – Assignment or Transfer to Third Parties

The responsibilities of the Parties under this Agreement are not assignable or transferable except upon the express written consent of the other party.

ARTICLE 3 – Financial Arrangements

Except as set forth in Addendum A, or any other project specific agreement to be agreed between the parties, neither party has any financial obligation to any other party as a consequence of exercising its rights and performing its responsibilities under this Agreement. The parties further agree, subject to agreement to the contrary, that they will each use their own funds or funding sources to perform their responsibilities under this Agreement.

ARTICLE 4 – Entry Into Force, Duration and Termination

This Agreement enters into force on the Effective Date and remains in effect for a period of three years (36 months), with the possibility of renewal, upon the agreement of both Parties prior to end of the Effective Date, signed by both the Parties. Either Party may terminate the Agreement with 60 days advanced written notice sent through AIR MAIL to the other. Notwithstanding termination, the provisions of this Agreement shall survive to the extent necessary to permit an orderly settlement of accounts between the Parties and to bring ongoing activities to a proper closure.

ARTICLE 5 – Amendments

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

ARTICLE 6 – 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 Agreement through mutual negotiation and agreement.

In the event the parties are unable to mutually settle any dispute, either party may terminate this Agreement immediately, and neither party will have any liability or obligation to the other.

ARTICLE 7: Intellectual Property

Given that the collaboration which is the object of this Agreement is for the public benefit and the benefit of the Internet community in Africa and the Middle East, the parties agree that any materials and deliverables generated under the Agreement or by way of the DNS-EC shall be used exclusively for purposes of providing public information and education on the DNS, growing the domain name industry ecosystem, and developing local expertise in DNS technical, policy, and entrepreneurial areas in

Africa and the Middle East. Accordingly, neither party shall pursue nor exercise intellectual property rights over any materials or deliverables developed under this Agreement or by the DNS-EC. Notwithstanding the foregoing, either party, in pursuance of its mission and core values, shall have the right, in its reasonable discretion but with respect to the objectives of this Agreement and those of the DNS-EC, to reserve from public dissemination and as its own intellectual property any deliverables/materials created solely by its employees or personnel in furtherance of the objectives of this Agreement.

ARTICLE 8: Force Majeure

Neither of the Parties shall be liable to the other Party for any loss whatsoever caused by its delay or failure in meeting its obligations hereunder or any part thereof through any cause outside its reasonable control which for the purposes of this Agreement will include but not be limited to: Acts of God, flood, lightning or fire; industrial action or lock outs; the act or omission of Government; highways authorities, or other competent authority; war, military operations or riot.

ARTICLE 9: Limitation of liability

Neither Party shall be liable to other party in contract, tort, negligence, breach of statutory duty or otherwise for any loss, damage, costs or expenses of any nature whatsoever incurred or suffered by that other Party that are: (a) of direct, indirect, special, or consequential nature; or (b) any loss of turnover, profits, contracts, business opportunity, or goodwill.

ARTICLE 10: Liability

Each Party shall hold harmless the other Party from any third party claims and losses arising in connection with this Agreement to the extent that such claims or losses are attributable to or arise from its acts or omissions or the acts or omissions of its employees or agents.

ARTICLE 11: Severability

If any provision of this Agreement is determined to be invalid or unenforceable, it will be deemed to be modified to the minimum extent necessary to be valid and enforceable. If it cannot be so modified, it will be deleted and the deletion will not affect the validity or enforceability of any other provision.

ARTICLE 12: Entire Agreement

This Agreement, sets forth the entire agreement and understanding of the Parties with respect to the subject matter hereof, and supersedes all prior oral and written agreements, understandings, representations, conditions and all other communications relating thereto.

ARTICLE 13 – Channel of Communication and Notice

For the purpose of facilitating the implementation of the working arrangements to be established by the Parties in the framework of this Agreement, the contacts for communication in the first instance for the Parties is set forth below. Either party may, by notice in writing to the other party, designate additional representatives or substitute other representatives for those designated in this Article.

For ICANN
Attn: Baher Esmat
Vice President, Global Stakeholder Engagement, Middle East
Tel: +20 2 2359 9222
Email: baher.esmat@icann.org

For NTRA
Attn: Manal Ismail
Executive Director, International Technical Coordination
Tel: +20 2 3534 1115
email: manal@tra.gov.eg

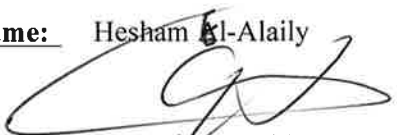

ARTICLE 14: Confidentiality and Publicity

This Agreement shall be subject to the terms and conditions of that separately executed mutual confidentiality and non-disclosure agreement previously executed by the Parties. No press release or other public statement shall be made by either party without the express written permission and approval of the other Party.

ARTICLE 15: Headings

The headings shall not limit, alter or affect the meaning of the Clauses headed by them and are solely for the purpose of easy reference.

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

<p style="text-align: center;">NTRA The National Telecommunication Regulatory Authority ("NTRA")</p>	<p style="text-align: center;">ICANN The Internet Corporation for Assigned Names and Numbers ("ICANN")</p>
<p><u>Signature:</u></p> <p><u>Printed Name:</u> Hesham El-Alaily</p>  <p><u>Printed Title:</u> Executive President</p> <p><u>Date:</u> 23/6/2014</p>	<p><u>Signature:</u></p>  <p><u>Printed Name:</u> Fadi Chehadé</p> <p><u>Printed Title:</u> President and CEO</p> <p><u>Date:</u> June 23, 2014</p>

ADDENDUM A

PROJECT OUTLINE

DNS Entrepreneurship Center in Egypt

National Telecommunication Regulatory Authority (NTRA)
Internet Corporation for Assigned Names and Numbers (ICANN)

TABLE OF CONTENTS

SECTION 1. BASIC INFORMATION	8
SECTION 2. EXECUTIVE SUMMARY	8
SECTION 3. BACKGROUND	9
SECTION 4. IMPLEMENTATION	10
GOAL	10
SCOPE	10
PHASE I – FOUNDATION	10
PHASE II – LAUNCH	11
PHASE III – OPERATION	11
EXPECTED OUTCOMES AND KEY PERFORMANCE INDICATORS	11
TIMEFRAME	11
BUDGET	12

Section 1. Basic Information

- Project Title:** DNS Entrepreneurship Center (Cairo, Egypt)
- Partners:** National Telecommunication Regulatory Authority (NTRA)
Internet Corporation for Assigned Names and Numbers (ICANN)
- Potential Partners:**
- Timeframe:** 3 Years (July 2014 – June 2017)
- Contact persons:** Manal Ismail, NTRA
Baher Esmat, ICANN

Section 2. Executive Summary

ICANN Regional Engagement Strategies in Africa and the Middle East have both identified strengthening the domain name sector as a strategic area that requires enormous effort to be done. In particular, the regional strategies have demonstrated:

- Need to grow the domain name industry ecosystem in both regions;
- Need to develop local expertise in DNS technical, policy, and entrepreneurial areas.

Establishing a DNS Entrepreneurship Center (DNS-EC) in Egypt was identified as a milestone towards achieving one of ICANN's strategic goals in Africa and the Middle East. It is a partnership between ICANN and the Egyptian Government represented in the National Telecommunication Regulatory Authority (NTRA), as well as other potential partners whose participation is essential for the completion of the project. It aims to contribute to the evolution of the domain name sector in Africa and the Middle East. The project will be implemented over three phases:

Phase I – Foundation (1 July 2014 – 30 June 2015):

This phase will focus on developing the human capacities necessary for the establishment of DNS-EC. During this phase, ICANN will be responsible for making resources available, providing fellowships for trainees. ICANN and NTRA will jointly work on identifying trainees' qualifications. NTRA will be responsible for incubating DNS-EC, providing training facilities, necessary tools and equipment. As Phase I concludes, DNS-EC should be ready to be established.

Phase II – Launch (1 July 2015 – 30 June 2017):

During this phase, DNS-EC should employ the pool of Phase I expertise, and seek partnerships with national, regional and international actors to provide training programs and related materials, as well as consultation services locally and regionally. ICANN will continue to lend its knowledge and expertise to DNS-EC. NTRA will be responsible for engaging the local industry and raising funds for DNS-EC to sustain its

operations during this two-year phase. By end of Phase II, DNS-EC should be well versed in issues pertaining to DNS.

Phase III – Operation (Ongoing):

In this phase, DNS-EC will be capable of assuming an operational role, such as becoming a gTLD Registry, an ICANN Accredited Registrar or having a role in Egypt's DNS infrastructure; as well as continuing to lend its expertise to support the various DNS-related activities and projects in Africa and the Middle East. Roles and responsibilities of the partners are yet to be decided. However, it is envisaged that DNS-EC will continue to need funding support during the first two years of this phase.

Section 3. Background

ICANN Regional Engagement Strategies in Africa and the Middle East have both identified strengthening the domain name sector as a strategic area that requires enormous effort to be done. Statistics show that this industry lags behind in many countries in both regions. This has been apparent in many aspects such as the number of: ccTLD registrations, gTLD registries and registrars, new gTLD applications, domain name-related businesses, as well as participants in ICANN supporting organizations and advisory committees.

While the reasons behind the lack of the domain name industry may not be similar in the two regions, and may as well vary at country level, both regions share an evident need to further develop and strengthen the entire domain name sector. In the same vein, the Middle East strategy has noted that one should not look at the domain name sector in isolation from the overall Internet economy, and that an enabling environment is essential for stimulating innovation and entrepreneurship in online-related businesses.

In particular, the regional strategies have demonstrated:

- Need to grow the domain name industry ecosystem in both regions;
- Need to develop local expertise in DNS technical, policy, and entrepreneurial areas.

Recommendations of the regional strategies called upon ICANN to work with partners in Africa and the Middle East to stimulate innovation and entrepreneurship in online related businesses, and to advance the overall domain name sector in both regions. This could be achieved through joint partnerships in education and awareness raising programs, workshops and roadshows, market studies, sharing best practices, among other activities.

Establishing a DNS Entrepreneurship Center (DNS-EC) in Egypt is a milestone towards achieving one of ICANN's strategic goals in Africa and the Middle East. The Center will support the development of the domain name sector by teaming up with other partners, and lending its expertise to projects and initiatives that aim to advance and strengthen the entire DNS industry ecosystem at national and regional levels.

It is a partnership between ICANN and the Egyptian Government represented by the National Telecommunication Regulatory Authority (NTRA) that runs Egypt's IDN ccTLD registry. Egypt is deemed to be a suitable place for such a center for many reasons including its geographical location as a gateway between Africa and the Middle East, cultural and linguistic diversity, skilled human resources, as well as advanced telecommunication infrastructure and Internet services.

Section 4. Implementation

Goal

DNS-EC aims to contribute to the evolution of the domain name sector in Africa and the Middle East by providing expertise and resources to support the implementation of initiatives and projects in this field.

Scope

DNS-EC is a partnership between NTRA and ICANN as well as other potential partners whose participation is essential for the completion of the project. The project will be implemented over three phases, each focusing on specific activities with clear roles and responsibilities for each partner.

Phase I - Foundation

This phase should focus on developing the human capacities necessary for the establishment of DNS-EC. To that end, a number of workshops, tutorials and training programs should be provided to equip DNS-EC with the appropriate expertise. During this phase, DNS-EC will likely be incubated by NTRA while the foundation process of the entity and related paperwork is underway.

Focus will be on two main tracks:

1. **Technical:** A full-fledged program that covers basic as well as advanced DNS technical subjects.
 - The objective of this track is to graduate qualified engineers as well as certified trainers in the different DNS technical areas.
2. **Business:** A series of workshops and tutorials that cover various business, marketing, and policy aspects of ccTLD and gTLD Registries and Registrars.
 - The objective of this track is to create a pool of DNS business and policy specialists equipped with the right tools to enable them to provide services in these fields.

During this phase, ICANN will be responsible for making resources available to provide the programs under both tracks. ICANN will also strive to provide fellowships for trainees to participate in events that are deemed essential to the work of this phase. ICANN and NTRA will work together on identifying qualifications, trainees enrolled in each program should have. NTRA will be responsible for providing training facilities supplied with the necessary tools and equipment.

Phase II – Launch

As Phase I concludes, DNS-EC should be ready to be established. During this phase, DNS-EC should employ the pool of expertise that has come out of Phase I, and seek partnerships with national, regional and international actors to provide training programs and related materials, as well as consultation services locally and regionally. Consultation services may initially be focused on ccTLDs to help them revamp their operations. DNS-EC should also ensure that its staff members (current and future) remain up-to-date with developments and trends in the field, by maintaining the relationship with international community through participation in discussions that take place online as well as in various fora. Besides training, DNS-EC should study the domain name sector in Egypt and develop a strategy aiming at growing and sustaining this sector.

During this phase ICANN will continue to lend its knowledge and expertise to DNS-EC through sharing of best practices and experiences from other parts of the world. NTRA will be responsible for engaging the local industry and raising funds for DNS-EC to sustain its operations during this two-year phase.

Phase III – Operation

By end of Phase II, DNS-EC should be well versed in issues pertaining to DNS, and capable of assuming an operational role in this field. The scope of such an operational role is yet to be nailed down. For example, DNS-EC may consider becoming a gTLD Registry (in preparation for the next round), or an ICANN Accredited Registrar. It may have a role to play in Egypt's DNS infrastructure subject to an agreement among key stakeholders. Further to its envisaged operational role in this phase, DNS-EC should continue to lend its expertise to support the various DNS-related activities and projects in Africa and the Middle East.

Depending on the operational function of DNS-EC, roles and responsibilities of the partners will be decided. However, it is envisaged that DNS-EC will continue to need funding support during the first two years of this phase.

Expected Outcomes and Key Performance Indicators

	Expected Outcomes	KPIs
Phase I	<ul style="list-style-type: none"> Complete training programs as identified under each track Superior trainees obtain fellowships to attend regional and international meetings Complete foundation process of DNS-EC 	<ul style="list-style-type: none"> Number of training courses, workshops, and tutorials conducted Materials, topics, case studies and tools covered / used Materials generated by trainees Number of qualified trainees Number of fellowships provided DNS-EC is registered
Phase II	<ul style="list-style-type: none"> Curriculum and education material for training programs (including certification procedure) Training and consultation services offered by DNS-EC in Africa and the Middle East A strategy for revamping the domain name sector in Egypt 	<ul style="list-style-type: none"> Number of training courses, workshops, and projects DNS-EC staff participate in as instructors / co-instructors and consultants Number of trainees DNS-EC trains nationally and regionally Education materials generated and/or translated by DNS-EC staff Increase in number of qualified

Phase III	<ul style="list-style-type: none"> DNS-EC 3-year strategic plan 	trainees / consultants
	<ul style="list-style-type: none"> Curriculum and education material for training programs Training and consultation services offered by DNS-EC in Africa and the Middle East Other outcomes to be determined based on operational role DNS-EC will undertake 	<ul style="list-style-type: none"> Number of training courses, workshops, and projects DNS-EC staff participate in as instructors / co-instructors and consultants Number of trainees DNS-EC trains nationally and regionally Education materials generated and/or translated by DNS-EC staff Increase in number of qualified trainees / consultants Increase in number of domain name-related businesses in Africa and the Middle East Growth in ccTLDs in Africa and the Middle East Other KPIs to be determined based on operational role DNS-EC will undertake

Timeframe

Phase I	Phase II	Phase III
1 July 2014 – 30 June 2015	1 July 2015 – 30 June 2017	Ongoing

Budget

Major Activities	Tasks	Estimated Cost (USD)
Phase I		
Preparation	<ul style="list-style-type: none"> Identify training activities under each of the two tracks and agree on details of each activity (content, timeline, resources, etc.) Identify qualifications of trainees under each track and develop selection criteria / process Identify training facility and ensure availability of equipment and tools needed for the training 	TBD
Capacity building	<ul style="list-style-type: none"> Training facilities Basic DNS training (training for trainers) Advanced DNS training (training for trainers) ccTLD best practices Registry / Registrar model Domain name business models and marketing strategies Domain name dispute resolution DNS for law enforcement 	TBD
Outreach and engagement	<ul style="list-style-type: none"> Organize activities for awareness raising among community members Provide fellowships for best candidates 	TBD
Establishing DNS-EC	<ul style="list-style-type: none"> Legal advice Paperwork and administrative fees 	TBD

Phase II		
DNS-EC operations	<ul style="list-style-type: none">• Personnel• Rent (cost of incubation)• Administration (IT, office supplies, etc.)• Travel	TBD
Staff training and education	<ul style="list-style-type: none">• TBD	TBD