

MEMORANDUM OF UNDERSTANDING

between the

**ARAB INFORMATION AND COMMUNICATION
TECHNOLOGIES ORGANIZATION (AICTO)**

and the

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

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ARAB INFORMATION AND COMMUNICATION TECHNOLOGIES ORGANIZATION (AICTO)

and the

INTERNET CORPORATION FOR ASSIGNED NAMES AND NUMBERS (ICANN)

This Memorandum of Understanding (“MoU”) is entered into between the Arab Information and Communication Technologies Organization (“AICTO”), with its registered business address at 12 Rue d’Angleterre, 1000 Tunis, Tunisia; 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, AICTO and ICANN are collectively referred to as the “Parties” and individually, the “Party”.

WHEREAS

1. AICTO is one of the specialized Arab organizations working under the aegis of the League of Arab States. It was established in 2001 in accordance with the decision of the League of Arab States Council and the decision of the Economic and Social Council of the League of Arab States. The agreement of its establishment came into force on 17 September 2005, and was amended in 2018.
2. AICTO aims at developing Information and Communications Technology (ICT) industry throughout the Arab region and providing the necessary mechanisms to support cooperation and complementarity between AICTO members, and promote and enrich common policies and strategies to develop vital technological domains.
3. AICTO is working with all stakeholders in the Arab region and other international partners to spread fair and sustainable access to technology and adapt it to serve the goals of economic development and achieve social advancement over the region.
4. AICTO’s mission aims at providing an open platform for ICT multistakeholders (public sector, private sector, civil society and specialized bodies) for dialogue, experience and expertise sharing, and for technological knowledge transfer.
5. AICTO is a space for dialogue gathering Arab ICT ministers and senior decision-makers from public and private sectors. Besides the Arab countries represented by their ministries of ICT, AICTO has the specificity to be open to the private sector as an associate member.

6. 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.
7. 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.
8. 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.
9. The cooperation 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.
10. The cooperation between the Parties will support a safer, more secure and more resilient Domain Name System (DNS), and a more secure and more resilient Internet at a global and regional level.
11. The cooperation between the parties will help promote deployment and usage of Internationalized Domain Names (IDNs), Universal Acceptance of all domain names and Email Addresses Internationalization (EAI) in the Arab region, and promoting DNS security practices.

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 AICTO 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 the areas of promoting the deployment and usage of Internationalized Domain Names (IDNs), advancing the Universal Acceptance of all domain names and email addresses in the Arab States, and promoting DNS security practices.

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.

Possible areas of cooperation hereunder may include the following (but not be limited to):

➔ Arabic Script Internationalized Domain Names (IDNs)

1. Promote the adoption and use of Arabic script domain names by governments, businesses, technology and Internet Service Providers (ISPs), academia, and other relevant stakeholders AICTO work within the Arab region; and
2. Support AICTO members and any other relevant stakeholders to engage with ICANN in policy development related to IDNs and technical implementation thereof.

➔ Universal Acceptance of Top-Level Domains (TLDs)

1. Promote the adoption of Universal Acceptance of all domain names and email addresses, including Arabic script domain names and email addresses;
2. Promote the testing, offering and use of email tools and services using Arabic script email addresses;
3. Organize joint training and capacity building events for AICTO members, governments' IT managers, software companies, developers, (ISPs), academia, policymakers, and other relevant stakeholders with whom AICTO works, on issues related to IDNs and Universal Acceptance of domain names and email addresses;
4. Encourage AICTO members and its relevant stakeholders to ensure their IT and email systems are UA and EAI ready;
5. Encourage and support research on the use of Arabic script in domain names and email addresses in a secure and stable manner;

6. Support establishing a multistakeholder bottom-up UA local initiative in the Arab region; and
7. Encourage AICTO member states to include Universal Acceptance in their IT Systems, e-government services and software procurement policies.

➔ **Domain Name System (DNS) Security Practices**

1. Encourage AICTO members and its relevant stakeholders to promote standards and best practices to improve DNS security; and
2. Organize joint activities for AICTO members and its relevant stakeholders aiming at raising awareness and building capacities around DNS security and stability.

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 ICANN

For the attention of:

Baher Esmat

VP, Global Stakeholder Engagement, Middle East and Managing Director – Middle East and Africa

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: baher.esmat@icann.org

For AICTO

For the attention of:

Mohamed Ben Amor, Director General

12 Rue d'Angleterre, 1000 Tunis, Tunisia

General contact: contact@aicto.org

Work Phone: +216 (71) 284187

Email: mohamed.benamor@aicto.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 AICTO 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 ICANN or its affiliates to engage in or support transactions or activities contrary to or in violation of any of the laws applicable to ICANN 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 intend 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

For and on behalf of

The Arab Information and
Communication Technologies
Organization (AICTO)

The Internet Corporation for Assigned
Names and Numbers (ICANN)


Mohamed Ben Amor


Göran Marby

Director General

President and CEO

AICTO

ICANN

Date: May 21st 2021

Place: Tunis, Republic of Tunisia

Date: June 29 2021

Place: Los Angeles, California