

MEMORANDUM OF UNDERSTANDING

between the

**European Registry for Internet Domains vzw
(EURid)**

and the

**Internet Corporation for Assigned Names and Numbers
(ICANN)**

20 June 2022

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (“MoU”) is entered into between the European Registry for Internet Domains vzw, a not-for-profit association under the laws of Belgium, having its registered and head office located at Telecomlaan 9, B-1831 Diegem, Belgium with registration number 0864 240 405 (“EURid”); 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, EURid and ICANN are collectively referred to as the “Parties” and individually, the “Party”.

Reference is made to the Memorandum of Understanding entered between the Parties in 2015 with the objective of collaborating to strengthen and develop the Domain Names System (DNS) sector in Africa and the Middle East. In addition to the 2015 Memorandum of Understanding, the Parties now mutually desire to enter into a separate MOU for purposes set out hereinbelow.

WHEREAS

1. On 12 October 2004, EURid has been entrusted as the registry for .eu top-level domain and its .eu variants in other scripts, under a contract with the European Commission.
2. EURid launched Internationalized Domain Names (IDNs) in 2010, .eu in Cyrillic in 2015 and in Greek in 2019. EURid’s mission includes promotion of .eu domain names in different scripts and the reflection of the values of openness, innovation, multilingualism and accessibility.
3. EURid has significantly contributed to various educational activities and shared its best practices in the field of IDNs and Universal Acceptance (UA), including but not limited to the publication of the annual World Report on Internationalized Domain Names, in partnership with UNESCO and other organizations.
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 mutual cooperation in the field of IDNs and developing awareness about the changing landscape of the DNS globally by promoting the UA of all valid domain names and email addresses.

NOW, THEREFORE, for the purpose of seeking increased cooperation and collaboration, the Parties have agreed to enter into this MoU, under the following terms:

Article (1)

Objectives

The objective of this MoU is to strengthen the relationship between EURid 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 to promote UA globally.

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.

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.

The Parties will collaborate to share relevant information to enhance collaboration, including publication, surveys, reports and research findings. Nonetheless, neither Party is under the obligation to share its own confidential information if it deems that sharing such information would be contradictory to its institutional or business interests, or its rights.

Article (3)

Scope of Cooperation

The Parties' to this MoU will explore and identify opportunities to build an effective, practical and cooperative working relationship in identified areas of common interest, as well as ways and means for carrying out such 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 hereunder may include the following (but not be limited to):

3.1 Technical Collaboration and Research

- Conduct joint technical studies to determine the gap in technology support of UA and disseminate the results of such studies to relevant stakeholders.

3.2 Educational Activities

- Joint development and contribution for relevant blogs, commentaries and other materials related to IDNs and UA, as appropriate.

3.3. Community Outreach and Engagement Activities

- Joint development of training events to raise awareness and promote UA readiness among relevant stakeholders.
- Promote and increase awareness on UA; and encourage participation of the Parties' relevant stakeholders in the different regional and global fora relating to UA.
- Joint outreach activities to relevant stakeholders to promote and encourage them to make their systems and applications UA-ready.
- Promote the use of IDNs and Internationalized Email Addresses (EAI) among relevant stakeholders.

3.4 Information Sharing

- Exchange information and best practices, on IDNs and UA including amplification of work in the field generally and specifically conducted by the Parties (e.g., the IDN World Report and Universal Acceptance Steering Group (UASG) related efforts).

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

Each Party agrees to take all necessary measures to maintain the confidentiality of information provided by the other Party, including where it involves their representatives, employees, sub-contractors and, more generally, their officers. In the event that it may be deemed appropriate during the collaboration of the Parties, the Parties may enter into appropriate confidentiality agreements governing each Party's responsibility for handling the confidential information of the other Party.

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 EURid

For the attention of:
Hans Seeuws
External Relations Manager
Telecomlaan 9
B-1831 Diegem, Belgium
Phone: +32 (0)2 4012750
Email: hans.seeuws@eurid.eu

For ICANN

For the attention of:
Christopher Mondini, Vice President, Stakeholder Engagement & Managing Director, Europe
with a required copy to the office of the General Counsel
12025 Waterfront Drive, Suite 300,
Los Angeles, CA 90094
USA
Phone: +1 (310) 301 5800
Email: chris.mondini@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 one (1) month 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 EURid 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.

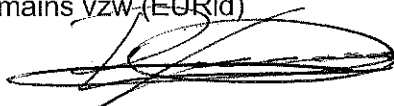
Neither Party may use the logo, name and/or trademarks of the other Party without its prior written approval. No right or interest of any of the Parties is hereby assigned, transferred, licensed or granted under any patents, trademarks or other intellectual property rights, by virtue of this MOU.

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

European Registry for Internet
Domains vzw (EURid)

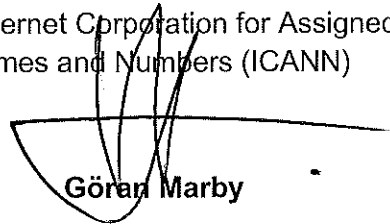


Peter Janssen

General Manager

EURid

The Internet Corporation for Assigned
Names and Numbers (ICANN)



Göran Marby

President and CEO

ICANN

Date: 20/6 / 2022

Place: Brussels

Date: 20/6 2022

Place: Brussels