

MEMORANDUM OF UNDERSTANDING

Between

**The Internet Corporation for Assigned Names and
Numbers, Incorporated (“ICANN”)**

and

**The Organizations
in the Asia Pacific Region Accredited as ‘At-Large
Structures
that are Signatories (“Signing Organizations”)**

Done this [number] Day of [Month] 2007

1. Purpose and Scope

- 1.1 This Memorandum of Understanding ("MOU") defines an agreement between the Signing Organizations and the Internet Corporation for Assigned Names and Numbers. Its intent is to establish, and define activities to be carried out by the APRALO, and supported by ICANN.
- 1.2 The APRALO shall have the following objectives:
 - 1.2.1 To provide a forum and promote and encourage Asia Pacific Internet users' participation and involvement in ICANN in an open, accountable and transparent manner;
 - 1.2.2 To promote, understand and advocate for individual Internet users and to provide a forum for outreach, co-ordination and exchange of information and knowledge for persons who live in the Asia Pacific region as defined herein;
 - 1.2.3 To act as an interface between individual Internet users and ICANN and to promote skills development and information exchange related to the Internet amongst Members;
 - 1.2.4 To bridge the digital divide and encourage users in developing countries to participate in APRALO.
 - 1.2.5 To select two individuals as representatives of the Members of APRALO to ALAC

2. Definition of Terms and Abbreviations:

- 2.1 ICANN - Internet Corporation for Assigned Names and Numbers.
- 2.2 ALAC – ICANN At-Large Advisory Committee.
- 2.3 Signing Organisations – Organizations in the Asia/Australia/Pacific Region accredited by the ALAC as “At-Large Structures” that are signatories to this MOU.
- 2.4 APRALO – Asia Pacific Regional At-Large Organization.
- 2.5 At-Large Structure (ALS) – An organization accredited by the ALAC according to published criteria and standards.
- 2.6 AP – Asia/Australia/Pacific
- 2.7 Region – Geographic Region as defined by ICANN
- 2.8 Member - A member of the APRALO

3. Composition of APRALO

- 3.1 All ALSes in the Asia Pacific region shall be Members of the APRALO.
- 3.2 To help ensure participation by any interested individual in the Asia Pacific Region, the APRALO will encourage the formation and accreditation of additional At-Large Structures and their participation in the APRALO.
- 3.3 The APRALO recognizes that ICANN has established criteria and standards for the accreditation of ALSes. The APRALO will encourage organizations to apply for certification and assist with certification, including by:
 - a. Reviewing ALS applications from organizations in Asia Pacific upon submission to ICANN and recommending whether or not the organization should be accredited as an ALS:
 - b. Providing Asia Pacific ALS applicants with APRALO information and, if recommended by the APRALO for accreditation, provisional membership in the APRALO whilst the ALS application is under consideration by the ALAC;
 - c. When ALS status is certified by the ALAC for Asia Pacific applicants, these applicants shall be granted full membership in the APRALO.
- 3.4 There shall be no limit as to the number of Members of the APRALO.
- 3.5 All Members shall be entitled to attend and participate at all Meetings and be entitled to access information via a publicly accessed World Wide Web site maintained by APRALO.
- 3.6 All Members shall be entitled to participate in APRALO mailing lists.

4. Agreed Responsibilities of ICANN

ICANN agrees that during the term of this MOU it will work in conjunction with the APRALO to support At-Large activities within the Asia Pacific Region, including:

- 4.1. Helping to inform individual Internet users in the Region about ICANN news, meetings, policy development activities, and opportunities for ICANN participation;
- 4.2 Helping to promote outreach activities in the community of individual Internet users in the Region, to advance understanding of and participation in issues addressed by ICANN that affect individual Internet users;
- 4.3 Offering Internet-based mechanisms that enable discussions among members of At-Large structures in the Region and with those involved in

ICANN decision-making, and encourage interested individuals to share their views on pending ICANN issues.

- 4.4 Providing the necessary resources to help support APRALO activities subject to ICANN's annual operational and budgetary plans and processes.
- 4.5 Accrediting, through the ALAC, and taking full account of Clause 3.3 of this MOU, groups of individual Internet users in the Region as At-Large Structures using the minimum criteria and accreditation process as provided in the ICANN Bylaws.

5. Agreed Responsibilities of the APRALO

The Signing Organizations agree that during the term of this MOU they will work in conjunction with ICANN to support At-Large activities within the Region, including:

- 5.1. Helping to inform individual Internet users in the Region about ICANN news, meetings, policy development activities, and opportunities for ICANN participation;
- 5.2 Helping to promote outreach activities in the community of individual Internet users in the Region, to advance understanding of and participation in issues addressed by ICANN that affect individual Internet users;
- 5.3 Offering Internet-based mechanisms that enable discussions among members of At-Large structures in the Region and with those involved in ICANN decision-making, and encourage interested individuals to share their views on pending ICANN issues.
- 5.4 Selecting two individuals as representatives of the members to serve on the ALAC.
 - 5.4.1 The APRALO will choose two (2) individuals to serve as representatives to the At Large Advisory Committee (ALAC), in the terms specified in the ICANN Bylaws. To the extent possible, the ALAC representatives shall be selected by consensus; if a consensus cannot be reached then a vote shall be held. Only those ALSes that have been accredited prior to the election will be able to vote. Each accredited ALS will have one (1) vote. The selected representatives must be Members of different ALSes, must have their principal residence in different countries of the Region and their citizenship must be different. Selected representatives will have the responsibilities described in the ICANN Bylaws.
- 5.5 Periodically reviewing the results of the Parties' cooperation under the MOU and, when appropriate, recommending improvements in the MOU.

6. General Provisions

- 6.1 This Agreement requires the ratification of the ICANN Board of Directors.
- 6.2 This Agreement will become effective when signed by all Parties. The Agreement may be amended at any time by mutual agreement of the parties in writing. Either party may terminate this Agreement by providing one hundred twenty (120) days written notice to the other party. In the event this Agreement is terminated, each party shall be solely responsible for the payment of any expenses it has incurred in relation to the termination of this Agreement.
- 6.3 Amendments to this Agreement must be approved by the APRALO Annual General Meeting, which will designate the representative, or representatives, to sign the amendments on behalf of the APRALO.
- 6.4 The APRALO Annual General Meeting shall determine the extent to which ALSes in the Region not a party to this Memorandum of Understanding must consent to be bound by its terms in order to participate in the governance and activities of the APRALO, and any the procedure to be used to signify the same, as well as the procedure by which an ALS may revoke its consent once given.

IN WITNESS WHEREOF, this Memorandum of Understanding is executed this [number] day of [month] 2007 by the Parties, acting through their duly authorised representatives.

Execution shall be upon signature for the Signing Organisations. For ICANN, execution shall be contingent upon final approval by the ICANN Board following completion of the public comment period.

FOR AND ON BEHALF OF:

THE SIGNING ORGANIZATIONS ICANN

[NAME OF ORGANISATION 1]

Name:

Title:

[name]

[Position]

[NAME OF ORGANISATION 2]

Memorandum of Understanding Between ICANN and the Signing Organizations in the
Asia-Pacific Region – FINAL

Name:

Title:

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