

# ICANN



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DATE: 23/03/2007

STATUS: FINAL

**Internet Corporation for Assigned Names and Numbers**  
AT-LARGE COMMUNITY INFORMATIONAL DOCUMENTS SERIES

## **COMPILATION OF THE MEMORANDA OF UNDERSTANDING BETWEEN AT-LARGE REGIONS AND ICANN**

Introductory Note

*Prepared by the ICANN Staff*

The following pages contain a reproduction of the unsigned texts of the Memoranda of Understanding for the Latin America and the Caribbean, African, and Asia/Australia/Pacific Regions.

As further MoUs are concluded, they will be annexed hereto and the document number and date above revised.

# **MEMORANDUM OF UNDERSTANDING**

**Between**

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

**and**

**The Organizations  
in the Latin America and the Caribbean Islands Region  
Accredited as ‘At-Large Structures that are Signatories  
 (“Signing Organizations”)**

**Done this 4<sup>th</sup> Day of December 2006**

## **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 Latin America & Caribbean Regional At-Large Organization, and supported by ICANN.

## **2. Definition of Terms and Abbreviations Used in this Document:**

ICANN - Internet Corporation for Assigned Names and Numbers.

ALAC - ICANN At-Large Advisory Committee.

Signing Organizations - Organizations in the Latin America & Caribbean region accredited by the ALAC as "At-Large Structures" that are signatories to this MOU.

LACRALO - Latin America & Caribbean Regional At-Large Organization.

At-Large Structure (ALS) - An organization accredited by the ALAC according to published criteria and standards.

LACRALO Operating Principles - Document describing the agreed functionality of the Latin America & Caribbean Regional At-Large Organization.

## **3. Composition of LACRALO**

- 3.1 The LACRALO shall be comprised of At-Large Structures and individuals with non-commercial specific interests within the Latin America & Caribbean Region. All interested citizens or residents within the region are welcomed to join an ALS or form a new organization and apply for ALS accreditation.
- 3.2 To help ensure participation by any interested individual in the Latin America & Caribbean Region, the LACRALO will encourage the formation and accreditation of additional At-Large Structures and their participation in the LACRALO.
- 3.3 The LACRALO recognizes that ICANN has established criteria and standards for the accreditation of ALSes. The LACRALO will encourage organizations to apply for certification and assist with certification, including by:

- a. Reviewing ALS applications from organizations in Latin America / Caribbean islands upon submission to ICANN and recommending whether or not the organization should be accredited as an ALS;
- b. Providing LAC ALS applicants with LACRALO information and, if recommended by the LACRALO for accreditation, provisional membership in the LACRALO whilst the ALS application is under consideration by the ALAC;
- c. When ALS certification is verified by the ALAC for LAC applicants, these applicants will be granted membership in the LACRALO.

#### **4. Agreed Responsibilities of ICANN**

ICANN agrees that during the term of this MOU it will work in conjunction with the LACRALO to support At-Large activities within the Latin America & Caribbean Region, including:

- 4.1. Helping to inform individual Internet users in the Latin America & Caribbean 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 Latin America & Caribbean 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 LACRALO 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.
- 4.6 Assuring the availability of major documents in the LACRALO languages.

## **5. Agreed Responsibilities of the LACRALO**

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 Latin America & Caribbean Region, including:

- 5.1. Helping to inform individual Internet users in the Latin America & Caribbean 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 Latin America & Caribbean 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 members to serve on the ALAC
  - 5.4.1 The LACRALO will choose two (2) individuals to serve as representatives to the At Large Advisory Committee (ALAC), in the terms specified in the ICANN Bylaws. Only those ALSes who 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 nationalities must be different. Selected representatives will have the responsibilities described in the ICANN Bylaws.
- 5.5 Periodically reviewing the results of their 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.

6.3.1 Amendments to this Agreement must be approved by the LACRALO General Assembly, who will designate the representative, or representatives, to sign the amendments on behalf of the LACRALO.

**IN WITNESS WHEREOF**, this Memorandum of Understanding is executed this 4th day of December 2006 by the Parties, acting through their duly authorized representatives.

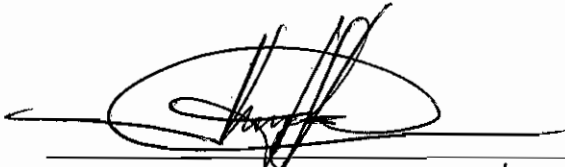
Execution shall be upon signature for the Signing Organisations. For ICANN, execution shall be contingent upon final approval by the ICANN Board following completion of the public comment period.

FOR AND ON BEHALF OF:

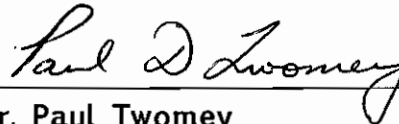
THE SIGNING ORGANIZATIONS

ICANN

ASOCIACIÓN COSTARRICENSE DE  
DERECHO INFORMÁTICO (ACDI)



Name: Christian Hess  
Title: Representante



Dr. Paul Twomey  
Chief Executive Officer

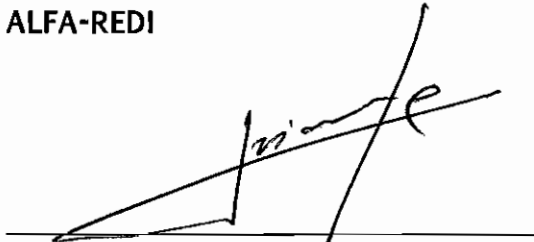
ASOCIACIÓN GRUPO DE ESTUDIO E  
INVESTIGACIÓN ACADÉMICA EN  
DERECHO, ECONOMÍA Y NEGOCIOS EN  
LA SOCIEDAD DE LA INFORMACIÓN  
(AGEIA-DENSI)



Name: Carlos Aguirre  
Title: Director

Memorandum of Understanding Between ICANN and the Signing Organizations in the  
Latin America & The Caribbean Region

**ALFA-REDI**



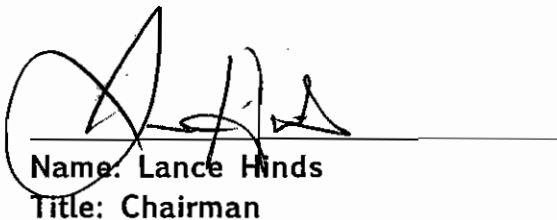
**Name: Erick Iriarte Ahon**  
**Title: Executive Director**

**ASOCIACIÓN UNICA DE CHATTERS  
USUARIOS DE INTERNET Y E-COMMERCE**



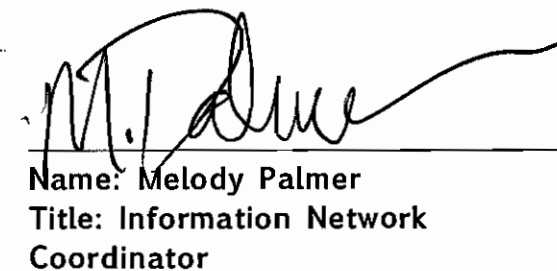
**Name: Sergio Salinas Porto**  
**Title: Presidente**

**DEVNET**



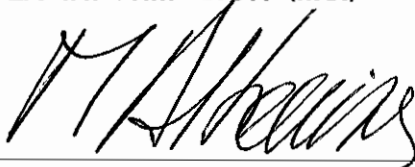
**Name: Lance Hinds**  
**Title: Chairman**

**ICT4D Jamaica**



**Name: Melody Palmer**  
**Title: Information Network  
Coordinator**

**INSTITUTO IBEROAMERICANO DE  
INVESTIGACIÓN PARA LA SOCIEDAD  
DE LA INFORMACIÓN (IIISI)**



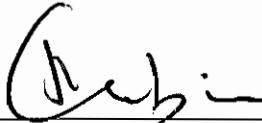
Name: Matías Altamira  
Title: Representante

**INTERNET SOCIETY - ARGENTINA**



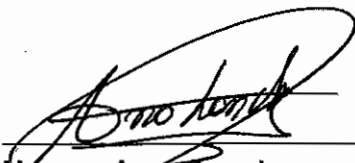
Name: Sebastian Bellagamba  
Title: President

**INTERNET SOCIETY - BARBADOS**



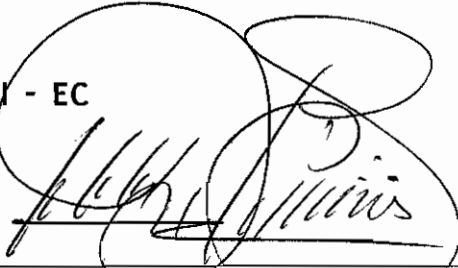
Name: James Corbin  
Title: Vice-President

**INTERNET SOCIETY - ECUADOR**



Name: Ana Sanchez  
Title: Executive Director

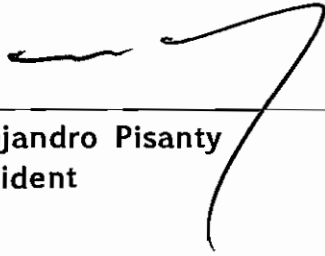
JCI - EC



Name: Wladimir Davalos  
Title: Director de Tecnología

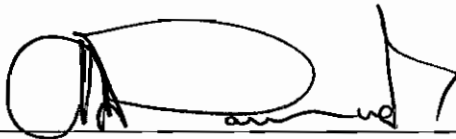


**SOCIEDAD INTERNET DE MÉXICO, A.C.**



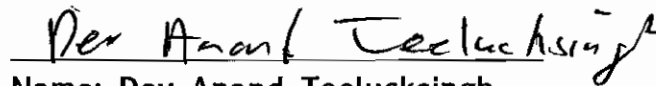
Name: Alejandro Pisanty  
Title: President

**THE UNIVERSITY OF THE WEST INDIES**



Name: Carlton Samuels  
Title: Chief Information Officer

**TRINIDAD AND TOBAGO COMPUTER  
SOCIETY (TTCS)**



Name: Dev Anand Teelucksingh  
Title: Director

**END OF DOCUMENT**

# **MEMORANDUM OF UNDERSTANDING**

**Between**

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

**and**

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

**Done this [xx] Day of [xxx] 2007**

This Memorandum of Understanding is hereby made and entered into on this the xxth Day of xxxx, 2007 between the undersigned organisations ordinarily domiciled in Africa (“the Founders”), and the Internet Corporation for Assigned Names and Numbers with headquarters in Marina Del Rey, California, United States of America (“ICANN”), collectively “the Parties”.

## WHEREAS

The Founders (“We”), representing individual Internet users in Africa, wish to associate with one another to engage with ICANN in developments affecting the Internet, in such areas as are within the mission of ICANN, and,

ICANN, being obliged to assist in establishing Regional At-Large Organisations (“RALOs”), one in each Region of the World, as these terms are understood in the Bylaws of ICANN (Attached hereto as Annex A), and,

There being no RALO established in Africa prior to the conclusion of this Memorandum of Understanding,

The Parties hereby establish the African Regional At-Large Organisation (“AFRALO”) as provided herein.

## 1 Aims and Principles

- A. The aim of the African Regional At-Large Organization is to give individual Internet users interests throughout Africa a voice in ICANN and to make an impact on its policies. The African RALO aims to:
  1. strengthen consumer protection and human/civil rights in ICANN policies
  2. identify social impacts of technical infrastructure design
  3. take cultural diversity into account when formulating technical standards (e.g. IDN implementation)
  4. represent user's interests and defining public interest aspects of Internet governance with specific focus on the areas of:
    - i. Privacy
    - ii. Free Speech
    - iii. net neutrality
    - iv. open access

- v. transparency
  - vi. accountability
  - 5. strengthen user's participation in ICANN decision-making structures
  - 6. Help ensure that its members will actively encourage more direct participation by end users
  - 7. build Internet policy making capacity in the region
  - 8. reach out to Internet Users on the issues in the scope of ICANN
- B. We commit to serving as the main forum and coordination point for input from individual Internet users to ICANN in the African region and to working with the ALAC and ICANN in conducting the following activities:
- 1. Keeping the community of individual Internet users informed about the significant news from ICANN;
  - 2. Distributing (through posting or otherwise) an updated agenda, news about ICANN, and information about items in the ICANN policy-development process;
  - 3. Promoting outreach activities in the community of individual Internet users;
  - 4. Developing and maintaining on-going information and education programs, regarding ICANN and its work;
  - 5. Establishing an outreach strategy about ICANN issues in the AFRICAN Region;
  - 6. Making public, and analyzing, ICANN's proposed policies and its decisions and their (potential) regional impact and (potential) effect on individuals in Africa;
  - 7. Offering Internet-based mechanisms that enable discussions among members of At-Large structures; and
  - 8. Establishing mechanisms and processes that enable two-way communication between members of At-Large Structures and those involved in ICANN decision-making, so interested individuals can share their views on pending ICANN issues.

## 2 Membership

- A. Any approved At Large Structure "ALS" from the African region is as automatically entitled to Membership of the African RALO.

- B. We recognize that ICANN has established criteria and standards for the certification of ALSes. The AFRALO will encourage organizations to apply for certification and assist with certification, including by:
1. reviewing ALS applications from organizations in Africa upon submission to ICANN and recommending whether or not the organization should be certified as an ALS;
  2. providing Africa ALS applicants with AFRALO information and, if recommended by the AFRALO for certification, provisional membership in the AFRALO whilst the ALS application is under consideration by the ALAC;
  3. when ALS certification is verified by the ALAC for Africa applicants, these applicants will be granted membership in the AFRALO.
- C. We declare that every interested citizen or resident in our region is welcome to join at least one of our At-Large Structures. We will also allow individual Internet users who are citizens or residents of countries within our Geographic Region to become Members of the RALO.
- D. We commit to periodically reviewing (at least once annually) the results of Members' cooperation and activities under the MOU and, when appropriate, will recommend improvements in the MOU and make suitable proposals for modifying and updating the arrangements and scope of the MOU.

### **3 Working Structure**

- A. The African RALO is a voluntary membership organization, which will make best efforts to ensure an annual general meeting.

#### **3.4 Secretariat**

- A. The members will meet (using teleconference or face to face or other agreed mechanism) in order to appoint a Secretariat on a bi-annual basis (every two years). The secretariat's duties will be determined by the Members, but shall consist of at least the following:
1. Maintaining a list of authorized contact persons for each of the At Large Structures, and;
  2. Managing the process of selecting all of the African representatives to the At Large Advisory Committee, and;
  3. To the extent possible as provided in Section 2, providing for the certification of new ALS and adding them as Members.

#### **3.5 Selection of ALAC's African Member-Representatives**

- A. Subject to the ICANN Bylaws' provisions relating to the structure and makeup of the At Large Advisory Committee, the seat or seats designated for African representatives shall be selected by the African RALO. Those selected may not be based in, or be citizens of, the same country, and they must be members of different At-Large Structures.
- B. Whenever a vacancy arises in an African ALAC seat, or when the term of an African ALAC representative expires, each Member of the RALO will be invited by the Secretariat by electronic mail to the then-current email address of each Member's representative to nominate one or more individuals for appointment to the ALAC. Nominations shall be sent in writing, via email, and a reasonable period shall be provided to the Members for nominations to be transmitted by the Secretariat.
- C. At the close of the nomination period, the Secretariat will announce the list of those nominated, and will invite each member to vote for a candidate or candidates, such that those elected shall serve the terms specified in the ICANN Bylaws. An email process will be used for the balloting where the authorized representative of each Member will be emailed with a ballot form and ballot authentication code.

#### 4. General Provisions

This instrument shall take effect upon signature of all parties and shall remain in effect for one year from the date provided above. It may be extended or amended upon written request of the Founders and the then-current Members of the AFRALO, or of ICANN, acting on its own behalf, where the other party agrees in writing. Either of the Parties may terminate this MOU with sixty (60) days written notice to the other(s).

Each of the Parties shall manage their own activities and utilize their own resources, including the expenditure of their own funds, in pursuing the objectives of the MOU, and neither shall be obliged to provide funds of any kind to the other in the implementation of this MOU.

For and on behalf of the Founders: For and on behalf of ICANN

[Name of Organisation1]

\_\_\_\_\_  
Signature  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

\_\_\_\_\_  
Signature  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

# **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:**

\_\_\_\_\_  
**[name]**

**Title:**

**[Position]**

**[NAME OF ORGANISATION 2]**

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

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**Name:**  
**Title:**

**END OF DOCUMENT**