MEMORANDUM OF UNDERSTANDING

Between

The Internet Corporation for Assigned Names and Numbers, Incorporated ("ICANN")

and

The Organizations
in the North American Region
Accredited as 'At-Large Structures that are Signatories
("Signing Organizations")

Done this 28th Day of June 2007

1.   Purpose and Scope

This Memorandum of Understanding ("MOU") defines an agreement between the Signing Organizations and the Internet Corporation for Assigned Names and Numbers ("ICANN"). The parties intend this agreement to establish and define the activities to be carried out by the North American Regional At-Large Organization for the benefit of the greater Internet community.

2.   Definitions

ALAC: ICANN At-Large Advisory Committee.

Signing Organizations: Organizations in the North American region certified by the ALAC as "At-Large Structures" that are signatories to this MOU.

ALS: At Large Structure. An organization certified by the ALAC according to published criteria and standards.

ICANN: Internet Corporation for Assigned Names and Numbers.

NARALO: North American Regional At-Large Organization.

NARALO Operating Principles: A document describing the principles and practices which the members of the North American Regional At-Large Organization have agreed will govern their processes and procedures. A copy of the NA Operating Principles, agreed and ratified by the member organizations on 12 June 2007 is attached to this Memorandum of Understanding as Appendix "A."

North American Region: Countries recognized by ICANN as being in this geographic region. A copy of ICANN's geographic regions, in effect as of the date of Execution of this Memorandum of Understanding, is attached as Appendix "B." If ICANN updates or revises its geographic regions in the future, the NARALO will recognize the new ICANN table of regions.

Unaffiliated Individual: An unaffiliated Individual is (for NARALO's purposes):

* subscribed to the NA-Discuss list,
* a permanent resident of one of the countries/territories in the North American region as defined by ICANN,
* not a member of a certified ALS,
* not the Chair of NARALO, nor part of its Secretariat,
* not employed by or having a direct financial interest in an ICANN contractual partner registry or registrar,

Other or different criteria may be resolved upon, and formalities for membership may be required, by the General Assembly.

3.   Composition of the NARALO

The NARALO shall be comprised of all At-Large Structures and Unaffiliated Individuals within the North American Region. All interested citizens or residents within the North American Region are welcomed to join as unaffiliated individuals, to join an ALS, to encourage their organization to apply for ALS certification or to form a new organization and apply for ALS certification.

4.   Agreed Responsibilities of ICANN

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

a) Helping to inform individual Internet users in the North American Region about ICANN news, meetings, policy development activities, and opportunities for ICANN participation;

b) Helping to promote outreach activities in the community of individual Internet users in the North American Region to advance understanding of, and participation in, issues addressed by ICANN that affect individual Internet users;

c) Offering 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;

d) Providing the necessary resources to support NARALO activities and the NARALO Secretariat, subject to ICANN's annual operational and budgetary plans and processes;

e) Certifying, through the ALAC, groups of individual Internet users in the Region as At-Large Structures using the minimum criteria and certification as provided in the ICANN bylaws;

f) Assuring the availability of major documents in the NARALO languages;

g) To help ensure participation by any interested individual in the North American Region, the NARALO will encourage the formation and certification of additional active At-Large Structures and their participation in the NARALO.

5.   Agreed Responsibilities of the NARALO.

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 North American Region, including:

a) Helping to inform individual Internet users in the North American Region about ICANN news, meetings, policy development activities, and opportunities for ICANN participation;

b) Helping to promote outreach activities in the community of individual Internet users in the North American Region to advance understanding of, and participation in, issues addressed by ICANN

that affect individual Internet users;

c) Offering mechanisms that enable discussions among members of At-Large structures in the Region and with those involved in ICANN decision-making, and encouraging interested individuals to share their views on pending ICANN issues;

d) Through the NARALO General Assembly, selecting two persons to serve on as members of the ALAC for such terms as are specified by ICANN's by-laws. Selected individuals may be unaffiliated individuals or members of different At-Large Structures based in different countries in the North American region. To the maximum extent feasible, the selected individuals should represent the geographic and cultural diversity of the region. They will have the responsibilities described in the ICANN By Laws and the NARALO Operating Principles;

e) Periodically reviewing the results of their cooperation under the MOU and, when appropriate, recommending improvements in the MOU;

f) Providing advice to the ICANN At Large Advisory Committee about the certification and, if necessary, decertification of different ALSs and the use of outreach and communication tool across the region.

g) Encouraging organizations to apply for ALS certification and assisting with such certification, including by:
    i. Reviewing ALS applications from organizations in North America upon submission to ICANN and recommending whether or not the organization should be certified as an ALS;

    ii. Providing NA ALS applicants with NARALO information and, if recommended by the NARALO for certification, provisional membership in the NARALO whilst the ALS application is under consideration by the ALAC; and,

    iii. When ALS certification is verified by the ALAC for NA applicants, these applicants will be granted membership in the NARALO.

h) Determining the extent to which ALSs in the North American 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 NARALO, and any procedure to be used to signify the same, as well as the procedure by which an ALS may revoke its consent once given.

6.   **General Provisions.**

This Agreement requires the approval or ratification of the ICANN Board of Directors.

This MOU will remain in effect until either modified or cancelled by mutual consent of the Signing Organizations and ICANN.

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.

Execution shall be on 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.

IN WITNESS WHEREOF, this Memorandum of Understanding is executed as of this 28th day of June 2007 by the undersigned, acting through their duly authorized representatives:

FOR AND ON BEHALF OF:
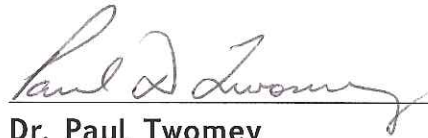
THE SIGNING ORGANIZATIONS   **ICANN**

AMERICAATLARGE, INC.

Name: Randy J Glass   Dr. Paul Twomey
                             Chief Executive Officer

TELECOMMUNITIES CANADA

Name: Gareth Shearman

N-CAP
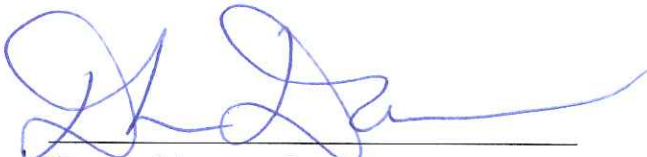
Name: Darlene Thompson
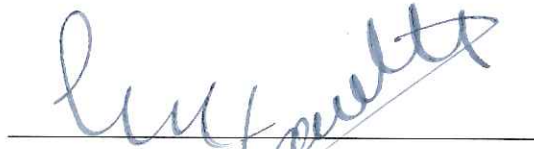
ASSOCIATION FOR COMMUNITY NETWORKING (AFCN)

Name: Michael Maranda

EFN

Name: Dharma Dailey

ISOC Quebec

Name: Luc Faubert

THE CANADIAN ASSOCIATION FOR OPEN SOURCE (CLUE)

Name: Evan Leibovitch

PRIVATERRA

Name: Robert Guerra

INTELLECTUAL PROPERTY & TECHNOLOGY SECTION, HAWAII STATE BAR ASSOCIATION

Name: Seth Reiss

INTERNET SOCIETY – PUERTO RICO

Name: Eduardo Diaz

IN ADDITION TO THE ABOVE, DIGITAL SIGNATURES RECEIVED FROM OTHER ALSes ARE ANNEXED TO HERETO

APPENDIX A

NORTH AMERICAN RALO OPERATING PRINCIPLES
(Ratified 12 June 2007)

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1. The North American Regional At-Large Organization (NARALO) promotes and assures the North American user participation in the ICANN policy development process. It is formed by the unaffiliated individuals subscribed to the NARALO discussion list and by those North American At-Large Structures (ALSs) accredited by the At-Large Advisory Committee (ALAC).
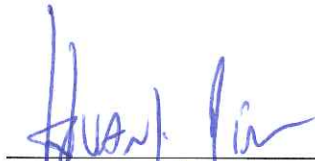
2. The NARALO will function as long as the Memorandum of Understanding between ICANN and the NARALO remains valid.

3. Participation to NARALO discussions is open to every user and group of users and their participation will be promoted.

4. The NARALO will be multilingual from its inception. Public documents will be produced in English and French.

5. The governance of the NARALO will be exercised by a General Assembly, formed by 2 representatives of each member ALS and 2 members from among the unaffiliated individuals. Each year the General Assembly shall elect a Chair and a Secretariat. Each member of the General Assembly shall be allowed to cast a vote. The election can take place by electronic mail, online balloting, written balloting, or any other means deemed convenient and accurate by the Secretariat. The Chair shall act as moderator and facilitator of the work of the NARALO. The Chair shall be empowered to issue Calls for Statements of Interest for service on the ALAC and to sign and receive any official correspondence to and from ICANN or the At-Large Structures. The Chair and Secretariat shall be ineligible to serve on the ALAC or ICANN's Nominating Committee in any year in which they serve for NARALO.

6. The General Assembly will be able to set up ad-hoc Task Forces to deal with specific issues.

7. The General Assembly and its Chair will be supported by a Secretariat. The role of the Secretariat could be exercised by a person or an organization, as long as they fulfill the language requirements.

8. The Secretariat will have administrative and informative functions. It will be responsible for maintaining a working communications system and for ensuring the information flux about the issues under discussion between the NARALO participants. The person(s) fulfilling the

function of Secretariat to the NARALO shall be ineligible to simultaneously serve as the Chair of the General Assembly.

9. The NARALO will chose two (2) persons to serve as members of the At-Large Advisory Committee (ALAC), in the terms that are specified in the ICANN By Laws. The candidates shall be unaffiliated individuals or members of different ALSs and must live in the region. Selected members will have the responsibilities described in the ICANN Bylaws and the RALO documents.

10. These members will serve for terms of two (2) years at most and may not serve more than two consecutive terms. Each new ALAC member selected by the NARALO will be seated at the close of ICANN's annual meeting. ALAC members filling a vacancy will be seated immediately following their nomination. The first chosen ALAC members will serve one (1) and two (2) years respectively, to allow for the yearly selection of one ALAC member, and they will be seated at the ICANN meeting where the MOU between ICANN and the NARALO is signed. If the first chosen ALAC members cannot agree between themselves on the length of their respective terms, a draw will determine which individual serves for one (1) and two (2) years.

11. At least once a year, on or before the First of July, or whenever a vacancy arises, the NARALO shall issue a call for Statements of Interest from members of the North American Internet community to serve on the ALAC. The call for Statements of Interest shall be open for at least 30 days. New ALAC members will be selected and announced sufficiently in advance of ICANN's annual meeting to allow them to be seated as required by Paragraph 10.

12. After the close of the period for submission of Statements of Interest, the NARALO shall convene its General Assembly to select its member(s) for the ALAC. Selection of the ALAC should be made through a "rough consensus" process. "Rough consensus" does not require that all participants agree although this is, of course, preferred. In general, the dominant view of the NARALO shall prevail. (However, it must be noted that "dominance" is not to be determined on the basis of volume or persistence, but rather a more general sense of agreement.) Consensus can be determined by electronic mail, online balloting, written balloting, or any other means deemed convenient and accurate by the Secretariat. Note that 51% of the NARALO does not qualify as "rough consensus" and 99% is better than rough. It is up to the Chair of the General Assembly to determine if rough consensus has been reached. (This definition of "rough consensus" is substantially similar to that found in paragraph 3.3 of RFC 2418).

13. In the event that the Chair determines that rough consensus does not exist for the selection of one or more candidates for ALAC seats, the General Assembly will vote. In the event of a tie, the Chair will cast an extra vote.

14. Rough consensus, as determined by the Chair, will generally be used within the NARALO to manage its current affairs (e.g. producing recommendations to ICANN).

15. These Operating Principles will take effect when adopted by not less than 70% of the active North American At-Large Structures. They may be amended at any time by an affirmative vote of not less than 70% of active North American At-Large Structures.

16. When an ALS does not vote in 3 consecutive NARALO elections or does not contribute a comment on ICANN policy through collaboration on the NARALO discussion list in 12 consecutive months, it automatically loses its voting rights and active status within the NARALO. The ALS may regain its voting rights and active status if within the next year it votes or participates to online discussions, otherwise the Chair will submit to ALAC a request for de-certification of that ALS.

17. The 2 members from among the unaffiliated individuals who serve as representatives to the NARALO General Assembly must meet the following criteria:

    - be subscribed to the NA-Discuss list,
    - be a permanent resident of one of the countries/territories in the North American region as defined by ICANN,
    - not be a member of a certified ALS,
    - not be the Chair of NARALO, nor part of its Secretariat,
    - not be employed by or have direct financial interest in an ICANN contractual partner registry or registrar.

18. The 2 members from among the unaffiliated individuals who serve as representatives to the NARALO General Assembly must meet the following criteria The unaffiliated individuals participating on the NA-Discuss list will be responsible for selecting their 2 representatives to the General Assembly. Selection of a new representative of the unaffiliated individuals will occur whenever a new ALAC member is selected by the General Assembly.
19. Participation to NARALO affairs and discussions implies agreement with the NARALO Code of Conduct.

APPENDIX B

ICANN GEOGRAPHIC REGIONS

Alpha-2 Code	Country or Territory	Physical Region	ICANN Region
as	American Samoa	AP	NA
ca	Canada	NA	NA
gu	Guam	AP	NA
mp	Northern Mariana Islands	AP	NA
pr	Puerto Rico	LAC	NA
us	United States	NA	NA
um	United States Minor Outlying Islands	AP*	NA
vi	Virgin Islands, U.S.	LAC	NA
ag	Antigua and Barbuda	LAC	LAC
ar	Argentina	LAC	LAC
bs	Bahamas	LAC	LAC
bb	Barbados	LAC	LAC
bz	Belize	LAC	LAC
bo	Bolivia	LAC	LAC
br	Brazil	LAC	LAC
cl	Chile	LAC	LAC
co	Colombia	LAC	LAC
cr	Costa Rica	LAC	LAC
cu	Cuba	LAC	LAC
dm	Dominica	LAC	LAC
do	Dominican Republic	LAC	LAC
ec	Ecuador	LAC	LAC
sv	El Salvador	LAC	LAC
gd	Grenada	LAC	LAC
gt	Guatemala	LAC	LAC
gy	Guyana	LAC	LAC
ht	Haiti	LAC	LAC
hn	Honduras	LAC	LAC
jm	Jamaica	LAC	LAC
mx	Mexico	LAC	LAC
ni	Nicaragua	LAC	LAC
pa	Panama	LAC	LAC
py	Paraguay	LAC	LAC
pe	Peru	LAC	LAC
kn	Saint Kitts and Nevis	LAC	LAC
lc	Saint Lucia	LAC	LAC
vc	Saint Vincent and the Grenadines	LAC	LAC

sr	Suriname	LAC	LAC
tt	Trinidad and Tobago	LAC	LAC
uy	Uruguay	LAC	LAC
ve	Venezuela	LAC	LAC
al	Albania	EU	EU
ad	Andorra	EU	EU
ai	Anguilla	LAC	EU
aw	Aruba	LAC	EU
ac	Ascension Island	AF*	EU
at	Austria	EU	EU
by	Belarus	EU	EU
be	Belgium	EU	EU
bm	Bermuda	NA	EU
ba	Bosnia and Herzegovina	EU	EU
bv	Bouvet Island	AF*	EU
io	British Indian Ocean Territory	AP*	EU
bg	Bulgaria	EU	EU
ky	Cayman Islands	LAC	EU
hr	Croatia	EU	EU
cz	Czech Republic	EU	EU
dk	Denmark	EU	EU
ee	Estonia	EU	EU
fk	Falkland Islands (Malvinas)	LAC	EU
fo	Faroe Islands	EU	EU
fi	Finland	EU	EU
fr	France	EU	EU
gf	French Guiana	LAC	EU
pf	French Polynesia	AP	EU
tf	French Southern Territories	AP*	EU
de	Germany	EU	EU
gi	Gibraltar	EU	EU
gr	Greece	EU	EU
gl	Greenland	NA	EU
gp	Guadeloupe	LAC	EU
gg	Guernsey	EU*	EU
va	Holy See (Vatican City State)	EU	EU
hu	Hungary	EU	EU
is	Iceland	EU	EU
ie	Ireland	EU	EU
im	Isle of Man	EU	EU
it	Italy	EU	EU
je	Jersey	EU*	EU
lv	Latvia	EU	EU
li	Liechtenstein	EU	EU
lt	Lithuania	EU	EU
lu	Luxembourg	EU	EU
mk	Macedonia, The Former Yugoslav Republic of	EU	EU

mt	Malta	EU	EU
mq	Martinique	LAC	EU
yt	Mayotte	AF	EU
md	Moldova, Republic of	EU	EU
mc	Monaco	EU	EU
ms	Montserrat	LAC	EU
nl	Netherlands	EU	EU
an	Netherlands Antilles	LAC	EU
nc	New Caledonia	AP	EU
no	Norway	EU	EU
pn	Pitcairn	AP	EU
pl	Poland	EU	EU
pt	Portugal	EU	EU
re	Reunion	AF	EU
ro	Romania	EU	EU
ru	Russian Federation	EU	EU
sh	Saint Helena	AF	EU
pm	Saint Pierre and Miquelon	NA	EU
sm	San Marino	EU	EU
sk	Slovakia	EU	EU
si	Slovenia	EU	EU
gs	South Georgia and the South Sandwich Islands	LAC	EU
es	Spain	EU	EU
sj	Svalbard and Jan Mayen	EU	EU
se	Sweden	EU	EU
ch	Switzerland	EU	EU
tc	Turks and Caicos Islands	LAC	EU
ua	Ukraine	EU	EU
uk (gb)	United Kingdom	EU	EU
vg	Virgin Islands, British	LAC	EU
wf	Wallis And Futuna	AP	EU
yu	Yugoslavia (Serbia and Montenegro)	EU	EU
af	Afghanistan	AP	AP
aq	Antarctica	AQ*	AP
am	Armenia	AP	AP
au	Australia	AP	AP
az	Azerbaijan	AP	AP
bh	Bahrain	AP	AP
bd	Bangladesh	AP	AP
bt	Bhutan	AP	AP
bn	Brunei Darussalam	AP	AP
kh	Cambodia	AP	AP
cn	China	AP	AP
cx	Christmas Island	AP*	AP
cc	Cocos (Keeling) Islands	AP*	AP
ck	Cook Islands	AP	AP
cy	Cyprus	AP	AP

fj	Fiji	AP	AP
ge	Georgia	AP	AP
hm	Heard Island and McDonald Islands	AP*	AP
hk	Hong Kong	AP	AP
in	India	AP	AP
id	Indonesia	AP	AP
ir	Iran, Islamic Republic of	AP	AP
iq	Iraq	AP	AP
il	Israel	AP	AP
jp	Japan	AP	AP
jo	Jordan	AP	AP
kz	Kazakhstan	AP	AP
ki	Kiribati	AP	AP
kp	Korea, Democratic People's Republic of	AP	AP
kr	Korea, Republic of	AP	AP
kw	Kuwait	AP	AP
kg	Kyrgyzstan	AP	AP
la	Lao People's Democratic Republic	AP	AP
lb	Lebanon	AP	AP
mo	Macao	AP	AP
my	Malaysia	AP	AP
mv	Maldives	AP	AP
mh	Marshall Islands	AP	AP
fm	Micronesia, Federated States of	AP	AP
mn	Mongolia	AP	AP
mm	Myanmar	AP	AP
nr	Nauru	AP	AP
np	Nepal	AP	AP
nz	New Zealand	AP	AP
nu	Niue	AP	AP
nf	Norfolk Island	AP	AP
om	Oman	AP	AP
pk	Pakistan	AP	AP
pw	Palau	AP	AP
ps	Palestinian Territories	AP	AP
pg	Papua New Guinea	AP	AP
ph	Philippines	AP	AP
qa	Qatar	AP	AP
ws	Samoa	AP	AP
sa	Saudi Arabia	AP	AP
sg	Singapore	AP	AP
sb	Solomon Islands	AP	AP
lk	Sri Lanka	AP	AP
sy	Syrian Arab Republic	AP	AP
tw	Taiwan	AP*	AP
tj	Tajikistan	AP	AP
th	Thailand	AP	AP

tl	Timor-Leste	AP	AP
tk	Tokelau	AP	AP
to	Tonga	AP	AP
tr	Turkey	AP	AP
tm	Turkmenistan	AP	AP
tv	Tuvalu	AP	AP
ae	United Arab Emirates	AP	AP
uz	Uzbekistan	AP	AP
vu	Vanuatu	AP	AP
vn	Viet Nam	AP	AP
ye	Yemen	AP	AP
dz	Algeria	AF	AF
ao	Angola	AF	AF
bj	Benin	AF	AF
bw	Botswana	AF	AF
bf	Burkina Faso	AF	AF
bi	Burundi	AF	AF
cm	Cameroon	AF	AF
cv	Cape Verde	AF	AF
cf	Central African Republic	AF	AF
td	Chad	AF	AF
km	Comoros	AF	AF
cg	Congo	AF	AF
cd	Congo, The Democratic Republic of the	AF	AF
ci	Cote d'Ivoire	AF	AF
dj	Djibouti	AF	AF
eg	Egypt	AF	AF
gq	Equatorial Guinea	AF	AF
er	Eritrea	AF	AF
et	Ethiopia	AF	AF
ga	Gabon	AF	AF
gm	Gambia	AF	AF
gh	Ghana	AF	AF
gn	Guinea	AF	AF
gw	Guinea-Bissau	AF	AF
ke	Kenya	AF	AF
ls	Lesotho	AF	AF
lr	Liberia	AF	AF
ly	Libyan Arab Jamahiriya	AF	AF
mg	Madagascar	AF	AF
mw	Malawi	AF	AF
ml	Mali	AF	AF
mr	Mauritania	AF	AF
mu	Mauritius	AF	AF
ma	Morocco	AF	AF
mz	Mozambique	AF	AF
na	Namibia	AF	AF

ne	Niger	AF	AF
ng	Nigeria	AF	AF
rw	Rwanda	AF	AF
st	Sao Tome and Principe	AF	AF
sn	Senegal	AF	AF
sc	Seychelles	AF	AF
sl	Sierra Leone	AF	AF
so	Somalia	AF	AF
za	South Africa	AF	AF
sd	Sudan	AF	AF
sz	Swaziland	AF	AF
tz	Tanzania, United Republic of	AF	AF
tg	Togo	AF	AF
tn	Tunisia	AF	AF
ug	Uganda	AF	AF
eh	Western Sahara	AF	AF
zm	Zambia	AF	AF
zw	Zimbabwe	AF	AF