

Mou LACNIC LACRALO

ES

Memorando de entendimiento firmado en Buenos Aires, el de junio de 2015

ENTRE

El Registro de Direcciones de Internet para América Latina y Caribe, es una organización no gubernamental internacional establecida en Uruguay en el año 2002. Es responsable de la asignación y administración de los recursos de numeración de Internet (IPv4, IPv6), Números Autónomos y Resolución Inversa, entre otros recursos para la región de América Latina y el Caribe. En adelante denominada "LACNIC"

Y

La Organización At-large para la Región América Latina y el Caribe, en lo sucesivo LACRALO, que comprende a las comunidades de usuarios de individuales de Internet en la región, que se han comprometido a participar en ICANN a través de la comunidad At Large, en adelante denominado "LACRALO ", representada por XXXX considerando que LACRALO no tiene personalidad jurídica propia

CONSIDERANDO:

I. LACRALO tiene entre sus funciones y objetivos beneficiar a la comunidad de Internet en la región a través del acceso a la formación, la información, la difusión, la participación estratégica y la asociación (VERIFICAR; SÓLO SE DEBE PONER AQUÍ TEXTO DE LOS ESTATUTOS, LO MISMO QUE EN LAS CLÁUSULAS SIGUIENTES);

Y POR CIERTO... NINGUNA DE LAS CLÁUSULAS APARTE DE LA I. (ARRIBA) Y LA III SON CONSIDERANDOS, TODAS SON CLÁUSULAS SUSTANTIVAS.

II. LACRALO se ha comprometido a la construcción de una participación significativa de sus miembros a través del compromiso directo con LACNIC;

III. LACNIC tiene el mandato de promover el desarrollo de Internet y la adopción en la región Latinoamérica y Caribe;

IV. LACNIC se compromete a facilitar el intercambio de información y organizar la educación en colaboración con LACRALO de acuerdo con su visión;

V. Ninguna disposición de este MEMORANDO DE ENTENDIMIENTO se interpretará para ser legalmente vinculante y ejecutable en cualquier tribunal de justicia (ESTO NO DEBE SER PROPUESTO; ANTE UN MAL USO DE LOS RECURSOS QUE OTORQUE LACNIC A LACRALO, LACNIC DEBE PODER EXIGIR UNA RESPONSABILIDAD, TENER LA POSIBILIDAD DE EXIGIR UNA DEVOLUCIÓN DEL RECURSO, LA REPARACIÓN DEL DAÑO Y UNA INDEMNIZACIÓN. LACRALO NO PUEDE PEDIR NADA DE ESTO YA QUE NO TIENE PERSONALIDAD JURÍDICA Y HABRÁ QUE VER SI ICANN PODRÍA ADQUIRIR EL COMPROMISO, DADO QUE TAMPOCO SERÍA SUYA LA FALLA EN UN CASO DE ABUSO Y LE QUEDARÍA EL PESO DE PERSEGUIR A LA PERSONA RESPONSABLE);

VI. LACNIC y LACRALO en lo sucesivo, las "Partes" en el presente acuerdo se comprometen a lo siguiente:

LOS COMPROMISOS DEBEN QUEDAR MÁS GENERALES Y DEJAR TODAS LAS ACCIONES SUJETAS A CONVENIOS ESPECÍFICOS QUE SE LLAMARÁN PROGRAMAS DE TRABAJO Y PODRÁN SER FIRMADOS POR LOS TITULARES DE LAS PARTES. LA LISTA POR LO TANTO SE DEBE ENTENDER COMO ENUNCIATIVA PERO NO LIMITATIVA Y DEBE SOLAMENTE DESCRIBIR EN FORMA GENERAL LAS ACCIONES POSIBLES

1. Intercambio de información - Las Partes acuerdan intercambiar información para permitir la investigación y el desarrollo a los efectos de facilitar el desarrollo de la Región.

2. Investigación – Cuando fuere necesario, las Partes podrán acordar encarar la investigación conjunta en áreas prioritarias de interés mutuo.

3. Asistencia a Reuniones - Las Partes están invitadas a asistir a las respectivas Reuniones Abiertas a su propio costo, excepto cuando estén disponibles becas y puedan ser ofrecidas por cualquiera de las Partes para facilitar la asistencia.

4. Capacitación - Las Partes se esforzarán cada año para identificar las áreas de formación y para compartir los costos y los recursos que van a facilitar conjuntamente o permitan a sus miembros para beneficiarse mutuamente.

5. Sensibilización y Difusión - Las Partes acuerdan alentar y facilitar la sensibilización y divulgación entre sus miembros para facilitar el crecimiento de la otra parte y el alcance a nuevos países y territorios que son desatendidos.

6. Capacitación y Desarrollo - Las Partes colaborarán para facilitar actividades conjuntas de creación de capacidades en el ámbito de la participación en políticas de dominios de nivel superior y otros temas de interés conjunto.

7. Nombramiento de coordinadores – Cada una de las Partes designarán un coordinador, a los efectos de mantener una adecuada comunicación.

CAMBIAR 7 A COMITÉ TÉCNICO: LAS PARTES FORMARÁN UN COMITÉ TÉCNICO CON DOS REPRESENTANTES CADA UNA. EN EL CASO DE LACRALO EL REPRESENTANTE SERÁ ELECTO ANUALMENTE POR LA COMUNIDAD DE ACUERDO CON LA CONVOCATORIA Y AJUSTES A LAS "BYLAWS" QUE LA COMUNIDAD ADOpte PARA LOS FINES DE ESTE CONVENIO. EL COMITÉ TÉCNICO TENDRÁ COMO FUNCIONES:

A. ESTABLECER ANUALMENTE, O POR NECESIDAD ESPECÍFICA, LAS ACCIONES ESPECÍFICAS QUE SE REALICEN CONJUNTAMENTE, INDICANDO EN ELLAS OBJETIVO, PARTICIPANTES, RECURSOS Y MECANISMOS DE INFORMES, TRANSPARENCIA Y RENDICIÓN DE CUENTAS.

B. REVISAR LOS INFORMES DE ACTIVIDADES Y EMITIR UNA OPINIÓN RAZONADA SOBRE ELLOS QUE PERMITA DECIDIR SOBRE ACCIONES FUTURAS.

C. LAS QUE SURJAN DE ESTE CONVENIO Y NO ESTÉN AMPARADAS POR NORMATIVIDAD SUPERIOR.

MÁS CLÁUSULAS:

A. LA PARTICIPACIÓN DE MIEMBROS DE UNA DE LAS PARTES EN LAS ACTIVIDADES CONJUNTAS NO CONFIGURA UNA RELACIÓN DE EMPLEO, SUJECCIÓN LABORAL, ADQUISICIÓN DE DERECHOS LABORALES, NI SUPRASUBORDINACIÓN LABORAL.

B. EN CASO DE QUE LAS ACTIVIDADES CONJUNTAS DEN LUGAR A LA PRODUCCIÓN DE PROPIEDAD INTELECTUAL NUEVA, LAS PARTES ACORDARÁN LOS TÉRMINOS DE SU GESTIÓN.

C. LA JURISPRUDENCIA APLICABLE AL PRESENTE CONVENIO ES LA DE _____ (SEGURAMENTE LA REPÚBLICA ORIENTAL DE URUGUAY, SEDE DE LACNIC; PERO ESTO SERÁ DEBATIBLE SI ES ICANN QUIEN FIRMA A NOMBRE DE LACRALO; LACRALO NO PUEDE ESCOGER JURISPRUDENCIA PORQUE NO ESTÁ CONSTITUIDA EN NINGUNA PARTE).

D. BUENA FE Y RESOLUCIÓN DE CONTROVERSIAS. ESPECIFICAR RECURSOS, INSTANCIAS, ESCALAMIENTO Y EN SU CASO JURISPRUDENCIA Y TRIBUNALES APLICABLES.

Este memorando de entendimiento ha sido debidamente sellado y ejecutado a partir de la fecha arriba indicada.

POR ORGANIZACIÓN AT-LARGE PARA AMERICA LATINA Y EL CARIBE (LACRALO)

Alberto Soto _____

Título: Presidente LACRALO

POR REGISTRO DE DIRECCIONES DE INTERNET PARA AMÉRICA LATINA Y CARIBE (LACNIC)

Oscar Robles _____

Título: Director Ejecutivo

EN

Memorandum of Understanding signed in Buenos Aires on June , 2015

BETWEEN

The Latin American and Caribbean Internet Addresses Registry, an international nongovernmental organization established in Uruguay in 2002 responsible for the allocation and management of Internet number resources (IPv4, IPv6), autonomous numbers and inverse resolution, among other resources for the Latin American and Caribbean region, hereinafter referred to as "LACNIC",

AND

The Latin American and Caribbean Islands Regional At-Large Organization, comprising the regional communities of Internet individual users committed to participate in ICANN through the At-Large community, hereinafter referred to as "LACRALO".

WHEREAS:

I. LACRALO is committed to ensuring the growth of its members and the wider Internet community in the region through access to training, information, outreach, strategic engagement and partnership;

II. LACRALO is committed to building meaningful participation of its members through direct engagement with LACNIC;

III. LACNIC has the mandate to promote Internet development and adoption in the Latin American and Caribbean region;

IV. LACNIC is committed to facilitate the sharing of information and organize education in collaboration with LACRALO in accordance with its vision;

V. Nothing in this Agreement shall be construed to be legally binding and enforceable in any court of law;

VI. LACNIC and LACRALO hereinafter referred to as the "Parties" in this Agreement agree to the following:

1. Sharing of Information - The Parties agree to share information to enable research and development for the purposes of facilitating development in the region.

2. Research - From time to time, the Parties may agree to commission joint research in priority areas of mutual interest.

3. Meeting Attendance - The Parties are welcome to attend each other's Open Meetings at their own cost except where fellowships may have been offered by either Party to facilitate attendance.

4. Training - The Parties shall endeavor to each year identify areas of training and to share costs and resources that they will jointly facilitate or enable their members to mutually benefit.

5. Awareness and Outreach - The Parties shall agree to encourage and facilitate awareness and outreach amongst its members to facilitate growth of the other party and outreach into new countries and territories that are underserved.

6. Capacity Building - The Parties shall collaborate to facilitate joint capacity building events in the area of policy engagement where top level domains and other topics of mutual interest are concerned.

7. Appointment of Liaisons - The Parties shall each appoint Liaisons for the purposes of communicating with each other.

This Memorandum of Understanding has been duly sealed and executed as of the date above.

ON BEHALF OF THE LATIN AMERICAN AND CARIBBEAN ISLANDS REGIONAL AT-LARGE ORGANIZATION (LACRALO)

Alberto Soto _____

Title: LACRALO's Chair

ON BEHALF OF THE LATIN AMERICAN AND CARIBBEAN INTERNET ADDRESSES REGISTRY (LACNIC)

Oscar Robles _____

Title: Chief Executive Officer

Memorándums tomados como ejemplo:

MOU APRALO con Dot.com

This **MEMORANDUM OF UNDERSTANDING** is signed on this on **February 11, 2015**

BETWEEN

DOTASIA ORGANISATION a not-for-profit, community membership-based organization incorporated as a "limited by guarantee and not having a share capital" corporation (in Hong Kong), hereinafter referred to as "**DotAsia**"

AND

ASIAN AUSTRALASIAN AND PACIFIC ISLANDS REGIONAL AT LARGE ORGANISATION a membership based organization of At Large Accredited Structures comprising of individual internet user communities in the Asian-Australasian and Pacific region who are committed to participating in ICANN through the At Large community hereinafter referred to as "**APRALO**"

WHEREAS:

- I. APRALO is committed to ensuring the growth of its members and the wider Internet Community in the region through access to training, information, outreach, strategic engagement and partnership;
- II. APRALO is committed to building meaningful participation of its members through direct engagement with DotAsia;
- III. DotAsia has a mandate to promote Internet development and adoption in the Asia Pacific region;
- IV. DotAsia is committed to facilitate the sharing of Information and organize Education in collaboration with APRALO in accordance with its vision;
- V. Nothing in this Agreement shall be construed to be legally binding and enforceable in any court of law;
- VI. The DotAsia and APRALO hereinafter referred to as the "Parties" in this agreement agree to the following:

1.0 Sharing of Information - The Parties agree to share information to enable research and development for the purposes of facilitating development in the Region.

2.0 Research - From time to time, the Parties may agree to commission joint research in priority areas of mutual interest.

3.0 Meeting Attendance - The Parties are welcome to attend each other's Open Meetings at their own cost except where Fellowships may have been offered by either Party to facilitate attendance.

4.0 Training - The Parties shall endeavor to each year identify areas of training and to share costs and resources that they will jointly facilitate or enable their members to mutually benefit.

5.0 Awareness and Outreach - The Parties shall agree to encourage and facilitate awareness and outreach amongst its members to facilitate growth of the other party and outreach into new countries and territories that are underserved

6.0 Capacity Building - The Parties shall collaborate to facilitate joint capacity building events in the area of policy engagement where Top Level Domains are concerned.

7.0 Appointment of Liaisons - The Parties shall each appoint Liaisons for the purposes of communicating with each other. This MOU also confirms APRALO as a Co-Sponsor member () of DotAsia, and have the option to appoint a liaison to serve on the Advisory Council of DotAsia, as well as to participate in the governance of DotAsia, including in member voting and elections.

This **MOU** has been duly sealed and executed as of the date above.

ASIAN AUSTRALASIAN AND PACIFIC ISLANDS REGIONAL AT LARGE ORGANISATION (APRALO)

By: Siranush Vardanyan

Title: APRALO Acting Chair

ASIA PACIFIC TOP LEVEL DOMAIN ASSOCIATION

By: Edmon Chung

Title: Chief Executive Officer

MOU Firmado entre NARALO y ARIN

This **MEMORANDUM OF UNDERSTANDING** is signed on _____

BETWEEN

NORTH AMERICAN REGIONAL AT LARGE ORGANISATION a membership based organisation of At Large Accredited Structures comprising of individual internet user communities in the North American region and US Protectorate territories who are committed to participating in ICANN through the At Large community hereinafter referred to as "**NARALO**".

And the **American Registry for Internet Numbers, Ltd., ARIN**, a nonprofit, membership-based organization that supports the operation of the Internet through the management of Internet number resources throughout its service region. ARIN is one of five Regional Internet Registries. Representatives from the ARIN region sit on the Address Supporting Organization of ICANN.

WHEREAS:

1. I. NARALO and ARIN recognise the benefits of mutual support between the Parties in the area of Internet number resource policy development.
2. II. NARALO and ARIN anticipate that each Party will benefit from the complementary skills, knowledge and experience of the other Party in their respective roles.
3. III. Nothing in this Agreement shall be construed to be legally binding and enforceable in any court of law;
4. IV. The NARALO and ARIN, referred to in this agreement as the "Parties", agree to the following:

1.0

2.0 To maintain an open communication channel for the mutual development and benefit of both organisations.

3.0 To potentially facilitate joint capacity building events and related activities of mutual interest from time to time including meetings, training, projects, workshops and research and development related to Internet number resource policy and registry operations.

4.0 To work to create regional participation through potential joint outreach and fellowship programmes on matters relating to Internet number resource policy development.

This **MOU** has been duly sealed and executed as of the date above.

NORTH AMERICAN AT LARGE ORGANISATION (NARALO)

By: Garth Bruen

Title: NARALO Chair

Signature: _____

American Registry for Internet Numbers (ARIN)

By: __John Curran

Title: ARIN President and CEO

MOU entre AFRALO y AFRINIC

MEMORANDUM OF UNDERSTANDING

Between

African Network Information Centre (AFRINIC) Ltd

and

The African Regional At-Large Organisation (AFRALO)

about

COLLABORATION AND MUTUAL SUPPORT

Whereas AFRINIC is the African Network Information Centre, a not-for-profit, membership-based company operating the regional internet registry in Africa,

Whereas AFRALO is a membership-based organisation that is home of the At-Large (individual Internet user community) for the African region, providing news, key resources and interactive features for information sharing for individuals and end-user groups in the African region interested in ICANN and shaping the future of the Internet,

Whereas AFRALO and AFRINIC share in many respects the same community and audience in Africa,

Whereas AFRALO and AFRINIC provide substantially overlapping and complimentary value- adding services to the Internet community in Africa,

Whereas AFRALO and AFRINIC major objectives cover the common area of Internet identifiers, including IP addresses and domain names that form the underlying architecture of the internet

Whereas AFRALO and AFRINIC are willing to combine their efforts to strengthen and consolidate Internet governance and technical knowledge in Africa,

Whereas both AFRALO and AFRINIC are committed to encourage broader participation of African communities within the domain name system (DNS), and utilise the system as one of the channels of contributing to broader

socioeconomic development of Africa as a region,

The two (2) parties agree on the following:

1. AFRINIC shall cooperate and maintain an open communication channel for the mutual development of both organisations

1. AFRINIC shall provide financial management and administrative services to AFRALO until the latter attains internal operational independence. The services will include, but not limited to, receiving and banking funds on behalf of AFRALO, making payments authorised by Chair or Vice Chair of AFRALO and preparing financial reports to be submitted to the AFRALO.

1. AFRINIC and AFRALO shall collaborate to facilitate joint capacity building events and related activities of mutual interest from time to time including meetings, projects, workshops and research and development.

1. AFRINIC and AFRALO shall seek to support each other to fund raise for initiatives of mutual interest including, but not limited to, capacity building, projects, research and development in the region.

1. AFRINIC and AFRALO shall collaborate to create awareness, promote both regional and global participation and outreach on matters relating to Internet Identifiers, Internet use, Internet governance, policy development and seek to promote each other at various public platforms.

This agreement shall be reviewed every two (2) years through an evaluation of its impact in Africa. Its impact shall be evaluated against common goals which include the following:

- The growth of Internet adoption and usage;
- Improved uptake, use and governance of Internet resources and identifiers in the Africa region
 - Success of capacity building events; and
 - Increased awareness, knowledge and understanding of DNS and Internet governance and technical issues.

Signed for AFRINIC at on

Signature Full Name

Signed for AFRALO at on