

MEMORANDUM OF UNDERSTANDING (MOU)

between the

**COMPUTER NETWORK INFORMATION CENTER OF CHINESE
ACADEMY OF SCIENCES
(CNIC-CAS)**

and the

**INTERNET CORPORATION FOR ASSIGNED NAMES AND
NUMBERS
(ICANN)**

28 JUNE 2022



MEMORANDUM OF UNDERSTANDING BETWEEN:
**THE COMPUTER NETWORK INFORMATION CENTER OF CHINESE ACADEMY OF
SCIENCES (CNIC-CAS)**
and
**THE INTERNET CORPORATION FOR ASSIGNED NAMES AND NUMBERS
(ICANN)**

This Memorandum of Understanding ("MOU") is entered into between the Computer Network Information Center of Chinese Academy of Sciences ("CNIC-CAS"), a public research institute providing networking services for the Chinese Academy of Sciences and other scientific institutions across the country, with its registered address and head office located at 2 Dongsheng South Road, Haidian District, Beijing 100190, China; and the Internet Corporation for Assigned Names and Numbers ("ICANN") 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.

Hereinafter, CNIC-CAS and ICANN are collectively referred to as the "Parties" and individually the "Party".

WHEREAS

1. CNIC-CAS, as the birthplace of China's Internet and the parent organization of China Internet Network Information Center (CNNIC) from 1997 to 2015, provides networking services and facilities for CAS and other scientific institutions across China, and runs the China Science and Technology Network (CSTNET), a major national Internet service provider (ISP) providing Internet connection, authoritative DNS service, and recursive service for over 200 scientific institutes.
2. CNIC-CAS is an accredited post-graduate educational institute for master's and doctorate programs in computer science and technology as well as cyber security, with approximately 200 postgraduate students and 70 doctoral students.
3. 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 Articles 1.1 and 1.2 of the ICANN Bylaws.
4. 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.

5. 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.
6. The cooperation between the Parties would further common objectives, promote two-way collaboration, particularly to enable scalable connectivity in computer networks and to foster the continued expansion of interoperable networks and the deployment of information and communication technology.

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 and Areas of Cooperation

The objective of this MOU is to explore opportunities to build a non-exclusive cooperation mechanism between the Parties, with the aim to collaborate on technical research and outreach and engagement activities, and participation in ICANN activities by the wider community in China, in accordance with and as appropriately limited within their respective Bylaws and missions.

The establishment of a mutual framework for cooperation will facilitate the cooperation between the Parties in areas of common interests, with the aim to explore cooperation and possibilities for greater complementarity, subject to the respective internal objectives, functions, policies and procedures of the Parties.

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 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 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.

Within their respective remits, possible areas of cooperation between the Parties hereunder may include the following (but not be limited to):

3.1 Educational and Capacity-Building Activities

- Collaborate to organize capacity building events based on jointly developed educational materials.
- Joint development and/or exchange of training materials and deliver training sessions in areas related to ICANN's mission. CNIC-CAS will avail the use of its learning platforms and/or facilities for the above purposes.

3.2 Technical Research and Cooperation

- Jointly identify, design, and conduct research projects on unique identifier technologies, including but not limited to Domain Name system (DNS) operations, the Domain Name System Security Extensions (DNSSEC), Internationalized Domain Names/ Universal Acceptance (IDN/UA), ICANN's Domain Abuse Activity Reporting (DAAR), and ICANN's Identifier Technologies Health Indicators (ITHI).

3.3 Community Outreach and Engagement Activities

- Collaborate to organize community outreach and engagement activities to the wider Chinese technical community to raise awareness on topics where the missions of ICANN and CNIC-CAS intersect, e.g., unique identifier technologies, and the multistakeholder model of Internet governance.
- Facilitate the participation of Chinese community in the appropriate outreach and engagement activities organized by ICANN.

Article 4

Implementation and Implementation Metrics

The execution of any specific activities, programs and/or projects under this MOU may require the signing of a separate and formal agreement between the Parties documenting the relevant activity, program and/or project and outlining each Party's obligations thereto.

The Parties may also explore and identify the various reporting criteria to be assessed under this MOU (e.g., the number of joint events organized).

Article 5

Financial Commitments

The Parties agree to use their own funds or financial resources to fulfil 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 6

Intellectual Property

Intellectual property arising out 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.

Article 7

Confidentiality Considerations

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 8

Exclusion of Liabilities

For 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 9

Communications and Notices

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 ICANN

Attn: Jian-Chuan Zhang, Head of China
with a required copy to office of the General Counsel
12025 Waterfront Drive, Suite 300
Los Angeles, CA 90094
USA
Tel: +1 (310) 301 5800
Email: [jianchuan.zhang@icann.org](mailto:jjianchuan.zhang@icann.org)

For CNIC-CAS

Attn: Gaogang Xie, Managing Director General
2 Dong Sheng South Road
Haidian District, Beijing 100190
China
Tel: +86 (10) 58812288
Email: xie@cnic.cn

Either Party may, by notice in writing to the other party, designate additional representatives or substitutes of their 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 and written consent of the other Party, which consent shall not be unreasonably delayed or withheld.

Article 10
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 11
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 the date of signature thereof.

Article 12
Term of Validity, Duration and Termination

This MOU shall enter into force on the date of its signature by both parties and remains in effect until terminated by either Party, at their sole discretion, sending an advance written notice to the other. This MOU shall terminate six (6) months after the date 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 13
Assignment or Transfer to Third Parties

The responsibilities of the Parties under this MOU are not assignable or transferable except as provided herein. Any attempt to transfer, including by operation of law, is void unless there is a prior written approval of both Parties.

Article 14

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 which CNIC-CAS and ICANN enjoy by virtue of other international agreements and national laws applicable to each.

Article 15

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 16

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.


IN WITNESS WHEREOF, the Parties hereto, each acting through their duly authorized representatives, have executed this MOU with two (2) original and equally valid counterparts in the English language, on the dates indicated below:

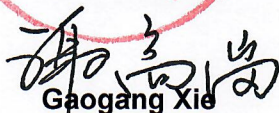
For and on behalf of

For and on behalf of

Computer Network Information Center
of Chinese Academy of Sciences
(CNIC-CAS)

Internet Corporation for Assigned
Names and Numbers (ICANN)




Gaogang Xie



Göran Marby

Managing Director General

President and CEO

CNIC-CAS

ICANN

Date: 28th JUNE, 2022

Date: June 28, 2022

Place: Beijing, China

Place: