



**MEMORANDUM OF UNDERSTANDING (MOU)**  
**between**

**THE GSM ASSOCIATION**  
**(GSMA)**

**and**

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



This Memorandum of Understanding (“MOU”) is entered into between the GSM Association (“GSMA”), an association of mobile operators and related companies with its head office located at Floor 2, The Walbrook Building, 25 Walbrook, London, United Kingdom; 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, GSMA and ICANN are collectively referred to as the “Parties” and individually the “Party”.

**CONSIDERING** the GSMA represents the interests of mobile operators worldwide, uniting nearly 800 operators with more than 300 companies in the broader mobile ecosystem, including handset and device makers, software companies, equipment providers and internet companies, as well as organisations in adjacent industry sectors.

**CONSIDERING** ICANN is a nonprofit organization, whose 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;

**NOTING** that mobile networks have evolved to be the main underpinning infrastructure for Internet services especially in developing countries;

**CONVINCED** that the cooperation and collaboration between the Parties would enable scalable connectivity and advance their shared aim to foster continued expansion of interoperable networks and the deployment of information and communication technology;

**AFFIRMING** that the Parties shall act within their respective missions;

**NOW, THEREFORE** 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 partnership program between the Parties, with the aim to ensure greater complementarity, subject to the respective internal objectives, functions, policies and procedures of the Parties, in order to:

1. Define the scope of collaboration between ICANN and GSMA under this MOU.
2. Increase awareness about ICANN among the broader GSMA Membership.
3. Improve and strengthen the mobile industry's participation and involvement in ICANN.
4. Engage in collaborative efforts to raise awareness about Internet governance issues that are of common interest to both organizations and their communities.
5. Promote and engage in knowledge-sharing to support educational activities.
6. Work together in appropriate Internet governance fora to promote interest in policy issues related to both organizations' remits such as an open and singular Internet.
7. Connect technical experts from each organization for information sharing and potential practical cooperation on Internet-related technical and security issues.

## **Article 2**

### **Nature of Intentions**

This MOU is a non-binding and unenforceable statement of the mutual intentions of the Parties.

No legal, binding, enforceable or equitable rights or obligations of any kind shall be created or presumed to be created under this MoU.

The Parties to this MOU will explore and identify the various areas in which, and the concrete activities for which, effective and practical cooperation may be possible as well as ways and means for carrying out 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.

The execution of any specific activities or projects under this MOU may 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.

This MoU is non-exclusive and will not preclude any of the Parties from entering into other memoranda of understanding or making any contractual arrangements with other third parties, or affect any pre-existing bilateral contracts or memoranda of understanding the Parties may already have in place regarding the same or similar subject matters.

The Parties are, and at all times shall be and remain, independent of each other, and at no time shall either be deemed to be the agent of the other, and no joint venture, partnership, agency or other relationship shall be created hereby. The Parties shall not have the ability to enter into obligations on the part of the other.

## **Article 3**

### **Scope of Cooperation**

The Parties' cooperation hereunder may include but not be limited to:

#### **A. Outreach**

- Cooperation on outreach efforts to raise awareness across the business community about the issues where the missions of ICANN and GSMA intersect.
- Conducting joint outreach and awareness raising to governmental stakeholders, policy makers and regulators at Internet governance related fora on areas of mutual interest.

#### **B. Education and Capacity Building**

- Collaborating on capacity building and policy workshops based on research and educational materials developed by both organizations and utilizing the respective learning platforms of each organization.
- Providing educational resources about policymaking in ICANN.

#### **C. Regional Cooperation**

- Developing regional collaborative efforts to work in synergy to coordinate, promote, and provide content for regional events.

#### **D. Events**

- Facilitating the participation of GSMA members in workshops and forums related to their areas of interest at ICANN public meetings in either the formal program or parallel events.
- Presenting specific outreach information or participate in Internet-related sessions at GSMA global and regional events, in either the formal program or parallel events.
- Facilitating the participation of ICANN in appropriate fora.

#### **E. Technical Cooperation**

Given the Parties' shared interests, ICANN and GSMA are well placed to work jointly in technical subject matter areas that further their intersecting missions.

Opportunities for collaboration may include:

- Joint development or exchange of training materials, and delivery of training and tutorials.
- Joint sponsorship of research.

#### **F. Reporting**

- Possibility of members of ICANN's Global Stakeholder Engagement team having a biennial meeting with GSMA staff to jointly compile a written update on progress under this MOU and related developments within the organizations. A joint written assessment may be provided to the GSMA Policy Group and ICANN Executive Team at the conclusion of each two year period.

## **G. Policy Cooperation**

- Where appropriate, GSMA and ICANN may work together to promote common interests at appropriate intergovernmental and multistakeholder organizations' fora.
- GSMA and ICANN may, as appropriate, share information concerning developments (whether concerning policy, standards or other issues) in Internet governance fora.

## **Article 4**

### **Implementation and Implementation Metrics**

To further the Parties' relationship, the Parties may consider entering into specific Project Agreements to advance the collaboration envisioned under this MoU.

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

## **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 and Confidentiality Considerations**

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.

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 7**

### **Exclusion of Liabilities**

No statement contained herein is intended as a representation, is not to be taken as such and may not be relied upon for any purpose whatsoever. Neither Party makes any warranty, express or implied, of any kind with respect to the matters set out in this MoU. Neither Party shall be liable to the other Party or its members for any damage, loss or expense arising out of or in connection with any matter relating to this MoU.



Both Parties enter into this MoU without reliance on any representation and/or warranty of the other Party and all such representations and/or warranties are, to the greatest extent permitted by applicable law, hereby disclaimed.

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 8**

### **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: Christopher Mondini, VP Global Business Engagement  
with a required copy to office of the General Counsel  
12025 Waterfront Drive, Suite 300  
Los Angeles, CA 90094  
USA  
Tel: +1 (202) 570-7134  
Email: [chris.mondini@icann.org](mailto:chris.mondini@icann.org)

#### **For GSMA**

Attn: Belinda Exelby, Head of International Relations  
[TO INSERT ADDRESS]  
Tel: +44 7824 592769  
Email: [bexelby@gsma.com](mailto:bexelby@gsma.com)

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 9**

### **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. This MoU shall be interpreted in accordance to the laws of the State of California.

## **Article 10**

### **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 11**

### **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 thirty (30) days 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 12**

### **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 13**

### **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 GSMA and ICANN enjoy by virtue of other international agreements and national laws applicable to each.

This MOU may be executed in any number of counterparts (including a scanned copy), shall be an original, and all its counterparts together shall constitute one and the same fully executed instrument.

**FOR AND ON BEHALF OF THE GSM Association (GSMA)**



Name

Title

Date:


Place:

D.G.

28/2 -18

Barcelona

**FOR AND ON BEHALF OF THE INTERNET CORPORATION FOR ASSIGNED NAMES AND NUMBERS (ICANN)**



Name

Title

Date:

Place:

CEO

28/2 2018

Barcelona