

MEMORANDUM OF UNDERSTANDING

between the

**MINISTRY OF TRANSPORT, COMMUNICATION AND
INFORMATION TECHNOLOGIES
OF THE REPUBLIC OF ARMENIA
(MTCIT)**

and the

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

MEMORANDUM OF UNDERSTANDING
between the
MINISTRY OF TRANSPORT, COMMUNICATION AND INFORMATION TECHNOLOGIES OF
THE REPUBLIC OF ARMENIA (MTCIT)
and the
INTERNET CORPORATION FOR ASSIGNED NAMES AND NUMBERS (ICANN)

WHEREAS

the **Ministry of Transport, Communication and Information Technologies (MTCIT) of the Republic of Armenia** is the specialized government body of the Republic of Armenia, which develops and implements policy of the Government of the Republic of Armenia in the spheres of transportation, communication and information technologies, with its head office located at 3/8, Vazgen Sargsyan Street, Yerevan, 0010, Armenia;

WHEREAS

the **MTCIT** processes and monitors the implementation of programs aimed at development in the spheres of electronic, transport, communications, post, web (Internet), information technologies, communication and road;

WHEREAS

the **MTCIT** protects the interests of the Republic of Armenia in International Telecommunication Union and Universal Postal Union, as well as in any other cooperation in the sphere of transport, communications, network (Internet), information technologies and road construction with other international and local organizations;

WHEREAS

the **Minister** of the **MTCIT** submits recommendations to the Government of the Republic of Armenia on goals and objectives of the MTCIT activity areas;

WHEREAS

the **MTCIT** has an interest in the ongoing, safe and secure operation of the ccTLD **.am** and the IDN ccTLD **.huj**, each managed by the Internet Society NGO (Armenia).

WHEREAS

the **Internet Corporation for Assigned Names and Numbers (ICANN)** is a public benefit, not for profit corporation with its head office located at 12025 Waterfront Drive, Suite 300 Los Angeles, CA 90094-2536, USA (ICANN);

WHEREAS

ICANN has five regional offices located in Los Angeles (headquarters), Brussels, Istanbul, Montevideo, and Singapore. As a global multi-stakeholder organization, ICANN facilitates the security, stability and resiliency of the Internet's unique identifier systems through coordination and collaboration; and

WHEREAS

the community expects ICANN, as a global organization, to perform its role in an open, accountable and transparent manner, and inclusive of the diversity of stakeholders in the greater Internet ecosystem.

CONSIDERING

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 Sections 1.1 and 1.2 of the ICANN Bylaws.

CONVINCED

that the cooperation and collaboration between the parties would further common objectives, promote two-way collaboration, strengthen active participation in ICANN's policy-making processes, and strengthen the support for the multi-stakeholder participation and governance model of the Internet.

CONVINCED

that the cooperation between the Parties shall support the maintaining and improving the existing Internet-related public policies in the Republic of Armenia, and in these efforts the MTCIT is looking towards cooperation and coordination with the broader Internet community, domestically and globally.

NOW

THEREFORE, for the purpose of seeking and supporting broad, informed participation reflection the functional, geographic and cultural diversity of the Internet at all levels of policy development and decision-making to ensure that the bottom-up, multi-stakeholder policy development process, as well as promoting their joint cooperation, the Parties have agreed to enter into this Memorandum of Understanding (MoU).

Article (1)

Objectives

The objective of this MoU is to strengthen the relationship between the MTCIT and ICANN, with the aim of continuing the cooperation and coordination between the Parties in the areas of their common interests, in accordance with and as appropriately limited within their respective Bylaws and missions. The Parties agree, within their respective remits, to continue their cooperative working relationship in the areas of developing the Domain Name industry, supporting the use of Internationalized Domain Names, promoting the multi-stakeholder model of Internet Governance.

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.

Article (3)

Scope of Cooperation

The Parties' cooperation hereunder shall include, but not limited to:

Supporting the development of the Internet Domain Name ecosystem and promoting the use of Internationalized Domain Names in Armenia.

Raising awareness and understanding about ICANN's mission and coordinate to strengthen participation by Armenian stakeholders in the different constituencies of ICANN;

Supporting the global multi-stakeholder Internet Governance ecosystem, where ICANN is part of its technical community, and strive to develop multi-stakeholder mechanisms;

To these ends, sustaining cooperation on the ongoing awareness-raising and capacity-building initiatives and development platforms (such as and not limited to Armenian Internet Governance Forum; Armenian School of Internet Governance) and to explore new efficient learning formats and platforms for engagement.

Article (4)

Financial Commitments

The Parties agree to use their own funds or financial resources to fulfill 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 (5)

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.

Article (6)

Confidentiality

Neither Party shall be entitled to receive any right, title, or interest in, or any license or right to use, any of the other Party's confidential information, copyright or trademark or other intellectual property rights, unless otherwise agreed to between the Parties in writing.

Article (7)

Exclusion of Liabilities

Except to the extent required by applicable law, neither party nor any directors, officers or employees of either party will be liable to the other party for any damages of any kind, whether direct or indirect, including economic damages or injury to property of lost profit.

Article (8)

Channels of Communication

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

For the attention of:

Alexandra Kulikova, Head of Global Stakeholder Engagement, Eastern Europe and Central Asia

With a required copy to the office of the General Counsel

12025 Waterfront Drive, Suite 330

Los Angeles, CA 90094

USA

Tel: +1 310 823 9358

Email: alexandra.kulikova@icann.org

For MTCIT

For the attention of:

Grigori Saghyan, Secretary of the Internet Governance Council of the Republic of Armenia
17-3 Aram Khachatryan Street, Yerevan 0012, Armenia

Tel: +374 91 419378

Email: grigori.saghyan@isoc.am

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.

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 of the date of signature thereof.

Article (11)

Duration

This MoU shall enters into force on the date of its signature by both parties and remains in effect unless terminated by either Party sending an advance written notice to the other. This MoU shall terminate six (6) months after the date of receipt 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)

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 to which MTCIT and ICANN enjoy by virtue of the international agreements and national laws applicable to each.

Article (13)

Assignment or Transfer to Third Parties

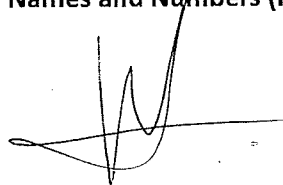
The responsibilities of the Parties arising under this MoU are not assignable or transferable, except as set forth in this MoU. Any attempt to transfer or assign such responsibilities, including by operation of law, shall be considered null and void unless there is a prior written approval by both Parties.

WHEREOF

the Parties hereto, each acting through its duly authorized representative, have executed this MoU in English, this 19 day of December 2017.

For and on behalf of
the Internet Corporation for Assigned Names and Numbers (ICANN)

Signature:



Printed Name:

Göran Marby

Printed Title:

ICANN President and CEO

For and on behalf of
the Ministry of Transport, Communication and Information Technologies of the Republic of Armenia
(MTCIT)

Signature:



Printed Name:

Vahan Martirosyan

Printed Title:

Minister of Transport, Communication and
Information Technologies of the Republic of Armenia

Date: 19 December 2017

Place: Geneva, Switzerland