

**MEMORANDUM OF UNDERSTANDING**

**BETWEEN**

**THE INTERNATIONAL CIVIL AVIATION ORGANIZATION**

**AND THE**

**INTERNET CORPORATION FOR ASSIGNED NAMES AND NUMBERS**

**5 FEBRUARY 2019**

## PREAMBLE

This Memorandum of Understanding (MOU) is entered into between the International Civil Aviation Organization (ICAO) a United Nation (UN) specialized agency, with its headquarters located in 999 Robert-Bourassa Boulevard, Montréal, Canada and the Internet Corporation for Assigned Names and Numbers (ICANN), a public benefit, non-profit corporation, registered under the laws of the State of California, United States, headquartered at 12025 Waterfront Drive, Suite 300, Los Angeles, CA 90094-2536, United States. Hereinafter, ICAO and ICANN are collectively referred to as "the Parties" and individually as "the Party".

## WHEREAS

1. ICAO's mission is to serve as the global forum of States for international civil aviation. ICAO develops policies and Standards, undertakes compliance audits, performs studies and analyses, provides assistance and builds aviation capacity through many other activities and the cooperation of its Member States and stakeholders.
2. ICANN's mission is to coordinate, at the overall level, the global Internet 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 Article 1.1 and 1.2 of the ICANN Bylaws.
3. The Parties affirmed that they shall act within their respective missions.

## THEREFORE

For the purpose of promoting joint cooperation in the area of Internet technology development within aviation systems, and particularly internet Unique Identifier usage, the Parties now agree to enter into this MOU, under the following terms:

## CHAPTER I

### Objective and Areas of Cooperation

**Article 1.** The objective of this MOU is to establish a framework for non-exclusive partnership program between the Parties in connection with capacity building initiatives, with the aim to work together for a safe usage of Internet unique identifiers system and enhance mutual support, 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 organizational objectives, functions, policies and procedures of the Parties.

## CHAPTER II

### Cooperation Machinery

**Article 2.** 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.** The Parties to this MOU will explore and identify various areas of activities in 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.

**Article 4.** 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 5.** 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.

## CHAPTER III

### Scope of Cooperation

**Article 6.** Within their respective remits, the Parties' cooperation hereunder may include, but not be limited to:

#### **6.1 Technical Cooperation and Research**

- Joint development of research projects on unique identifier technologies and/or other technical subject matter areas that further their intersecting missions.
- Cooperation on engagement efforts to raise awareness and promote partnerships across the wider civil aviation community vis-à-vis the joint research projects.

#### **6.2 General Community Outreach and Engagement Activities**

- Collaborate to organize community outreach and engagement activities such as Community Discussions and Capacity Development sessions on topics where the missions of ICANN and ICAO intersect. If needed the Parties will avail the use of their facilities for the above purposes.
- Facilitate the participation of ICAO's stakeholder and members in the above activities.
- Facilitate the participation of ICANN in appropriate fora organized by ICAO and/or its partners.

## **CHAPTER IV**

### **Assignment or Transfer to Third Parties**

**Article 7.** The responsibilities of the Parties under this MOU are not assignable or transferable, except as provided herein. Any attempt to transfer or assign such responsibilities, including by operation of law, shall be considered null and void unless there is prior written approval by both Parties.

## **CHAPTER V**

### **Privileges, Immunities and Facilities of the Parties**

**Article 8.** Nothing in this MOU may be interpreted or construed as a waiver, express or implied, or a modification, of the privileges, immunities and facilities the Parties enjoy by virtue of other international agreements and national laws applicable to each.

## **CHAPTER VI**

### **Term of Validity, Duration and Termination**

**Article 9.** This MOU shall enter into force on the date of its signature by both Parties and remains in effect unless terminated by either Party after sending an advance written notice to the other. It shall terminate six 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.

## **CHAPTER VII**

### **Amendments**

**Article 10.** The terms and conditions of this MOU may only be amended by means of a written Addendum agreed to and signed by both Parties.

## **CHAPTER VIII**

### **Dispute Resolution**

**Article 11.** The Parties agree to work in their utmost good faith in order to amicably resolve any dispute that may arise between them in relation to this MOU.

## CHAPTER IX

### Communications and Notices

**Article 12.** 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. Adiel A. Akplogan  
ICANN, Vice President for Technical Engagement  
With a required copy to the office of the General Counsel  
12025 Waterfront Drive, Suite 300  
Los Angeles, CA 90094, United States  
Phone: +1(310) 301-5800  
Email: [adiel.akplogan@icann.org](mailto:adiel.akplogan@icann.org)

#### For ICAO

Attn. Saulo José da Silva  
ICAO, Chief Global Interoperable Systems Section  
999, Boulevard Robert-Bourassa, Suite 7.45.05  
Montréal, Québec H4W 2H2  
Canada  
Phone: (514) 954-8219, Ext: 5872  
Email: [sdasilva@icao.int](mailto:sdasilva@icao.int)

**Article 13.** Either Party may, by notice in writing to the other Party (including email), designate additional representatives or substitute 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 a written consent of the other Party, which consent shall not be unreasonably withheld.

## CHAPTER X

### Intellectual Property Rights

**Article 14.** Intellectual Property arising as a result of this MOU shall belong to the corresponding Party that creates the protected work. The Party which intend to use, distribute or publish the Intellectual Property must obtain the prior written consent of the other Party.

**Article 15.** 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.

**Article 16.** Neither Party shall disclose confidential information accessed or developed pursuant to this MOU, provided such information has been classified as confidential.

**CHAPTER XI**

**Limitation of Financial Liability**

**Article 17.** No breach of the obligations in this MOU, or the execution or infringement thereof by virtue of this MOU, shall result in financial liability for either Party.

**IN WITNESS WHEREOF**, the Parties hereto, each acting through their duly authorized representatives, have executed this MOU, in two originals and equally valid counterparts, on the dates indicated below:

*For and on behalf of*

The International Civil Aviation  
Organization



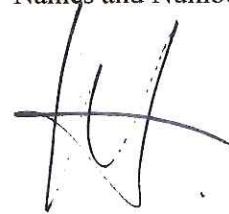
**Dr. Fang Liu**  
*Secretary General*  
ICAO

Date: 5 FEBRUARY 2019

Place: ICAO, Montréal

*For and on behalf of*

The Internet Corporation for Assigned  
Names and Numbers



**Mr. Göran Marby**  
*President and CEO*  
ICANN

Date: 5 FEBRUARY 2019

Place: ICAO, Montréal