

MEMORANDUM OF COLLABORATION

between the

WORLD ECONOMIC FORUM

the

BRAZILIAN INTERNET STEERING COMMITTEE

and the

INTERNET CORPORATION FOR ASSIGNED NAMES AND NUMBERS

January 24th, 2015

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- WHEREAS** the **World Economic Forum**; a not-for-profit foundation headquartered in 91-93 Route de la Capite, CH-1223 Cologny/Geneva, Switzerland, represented by its legal representative (hereinafter referred to as "the Forum"),
- WHEREAS** the Brazilian Internet Steering Committee is a multi-stakeholder entity comprised of members from the government, the corporate sector, the third sector and the academic community that serves as a focal point for Internet governance in Brazil with its head office located at Avenida das Nações Unidas 11541, 7th floor, São Paulo/SP, CEP: 04578-000, Brazil (hereinafter referred to as "CGI.br");
- WHEREAS** the **Internet Corporations for Assigned Names and Numbers**; a public benefit, not for profit corporation with its head office located at 12025 Waterfront Drive, Suite 300 Los Angeles, CA 90094-2536, USA (hereinafter referred to as "ICANN");
- CONSIDERING** the Forum is an independent international institution committed to improving the state of the world by engaging business, political, academic and other leaders of society to shape global, regional and industry agendas;
- CONSIDERING** the Forum, incorporated as a foundation in 1971, and based in Geneva, Switzerland, the World Economic Forum is impartial and not-for-profit; it is tied to no political, partisan or national interests (www.weforum.org);
- CONSIDERING** CGI.br's mission includes proposing policies and procedures regarding the governance of the Internet as well as the coordination and integration of all Internet service initiatives in Brazil, through a truly multi-stakeholder, bottom-up, consensus-based, and principle-oriented institutional framework;
- 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 and core values as set forth in Article 1, Sections 1-2 of the ICANN Bylaws, respecting the creativity, innovation, and flow of information made possible by the Internet by limiting ICANN's activities to those matters within ICANN's mission requiring or significantly benefiting from global coordination;
- CONVINCED** that the cooperation and collaboration between the parties in furtherance of a multistakeholder NETmundial Initiative would further common objectives, and energize bottom-up collaborative Internet governance solutions in a distributed ecosystem;

NOW, THEREFORE the Parties have agreed to enter into this Memorandum of Collaboration (MOC) and agree as follows:

ARTICLE 1 – Objective and Areas of Cooperation

1.1 The objective of this MOC is to explore opportunities to build a non-exclusive collaboration between the Parties to support the emergence of the NETmundial Initiative, a bottom-up, action-focused movement for the global community to organically operationalize distributed Internet governance, based on the NETmundial Principles and the Roadmap developed in São Paulo.

1.2 The Parties will, in particular, explore the following opportunities:

1.2.1 To support the development of a Coordination Council through a bottom-up selection process, inspired by the open and transparent approach employed by the organizers of the São Paulo NETmundial meeting.

1.2.2 To support the establishment of a Secretariat and a Transitional Committee in support of the nascent NETmundial Initiative.

1.2.3 The Transitional Committee is anticipated to perform the following activities that the Parties agree to support through collaboration:

- (i) Facilitate the selection of members of the Coordination Council for the NETmundial Initiative;
- (ii) Directing the Secretariat through the NETmundial Initiative's startup phase;
- (iii) Serving as the only authorized spokespersons for the NETmundial Initiative during its startup phase;
- (iv) Advising on preliminary development of the Initiative including, but not limited to, operational, financial, and structural matters in consultation with stakeholder groups until Coordination Council is in place.

1.2.3.1 The Transitional Committee is anticipated to be dissolved once the Coordination Council is operational in early 2015.

1.2.4 The Secretariat is anticipated to perform the following activities that the parties agree to support through collaboration:

- (i) Enabling the official NETmundial web site at www.netmundial.org, including exercising a delegated authority to support and coordinate all activities on the online platform;
- (ii) Managing correspondence, message points, press releases, blogs, presentations related to the NETmundial Initiative;
- (iii) Reaching full consensus within the group for decisions that do not require input or guidance from the Transitional Committee;
- (iv) Making autonomous financial decisions for activities below the established \$30,000 threshold, where such activities have previously been budgeted for and approved by the Transitional Committee;
- (v) Serving as the interface between the general public and the Coordination Council, once established;
- (vi) Providing all necessary administrative and logistical travel support.

1.2.4.1 The Secretariat duties may shift depending on the evolving needs of the NETmundial Initiative. To facilitate the initial coordination between the parties on the establishment of a Secretariat, and at each party's own cost, each party will designate one staff member to commit at least 50% of his or her time to Secretariat work and activities.

ARTICLE 2 – Cooperation Machinery

- 2.1 This MOC constitutes a non-binding agreement between the parties. In furtherance of the respective common interests set out in this MOC, the parties agree to endeavor to conclude a formal agreement, which will then be legally binding and will outline the details regarding the collaboration (e.g. responsibilities of the Parties, financial arrangements, composition and operation of the Secretariat) within one (1) month from the date of signature of this MOC.
- 2.2 The parties to this MOC 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.
- 2.3 Possible components of this collaboration might address (but are not limited to) the establishment of a Secretariat function.

ARTICLE 3 – Financial Arrangements

- 3.1 The parties wish to use their own funds or funding sources to perform their respective responsibilities under this MOC. Each of the three parties also agree to contribute USD\$201,667, in-cash or in-kind, towards operational expenses for the activities anticipated for collaboration under this MOC, upon the signing of the formal legally binding agreement. Until such formal agreement is in place and if agreed between the parties in writing, such operational expenses may be reimbursed by the parties upon providing itemized account of all such expenditures, together with supporting bills and receipts. Any amounts reimbursed prior to the conclusion of the formal agreement will be reduced from the total amount contributed by each party.
- 3.2 This MOC does not represent any further commitment with regard to funding on the part of any party, nor does it represent any commitment for any party to provide funding to any other party for the areas of collaboration identified within this MOC. Anticipated costs are broken down as follows:

Activity/Item	Cost
Platform (Website, profiles, support, hosting)	\$335,000
Toolkits (Software tools to support independent distributed governance groups; recommendations)	\$150,000
Operational/Admin (meetings support, conference and telecom, miscellaneous costs)	\$120,000
Total	\$605,000

ARTICLE 4 – Privileges, Immunities and Facilities

Nothing in this MOC may be interpreted or construed as a waiver, express or implied, or a modification, of the privileges, immunities and facilities which the Forum, CGI.br and ICANN enjoy by virtue of the international agreements and national laws applicable to each.

ARTICLE 5 – Rights to Content

The parties agree that the content developed through the NETmundial Initiative will not be owned by any of the parties. The NETmundial Initiative is a contribution to the public, and no party retains rights over the work. Unless otherwise expressed, all content will be licensed a Creative Commons Attribution-Non-commercial 4.0 International License.

ARTICLE 6 – Entry into Force, Duration and Termination

This MOC enters into force on the date of its signature by all parties and remains in effect either until a formal legally binding agreement has been signed between the parties or unless terminated by either party with advance written notice to the other. It shall terminate sixty (60) days after the date of such notice. Notwithstanding its termination, the provisions of this MOC 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 7 – Channel of Communication and Notice

- 7.1 For the purpose of facilitating the implementation of the working arrangements to be established by the Parties in the framework of this MOC, the contacts for communication in the first instance for the Parties will be:

For ICANN:

Nora Abusitta
VP, Development and Public Responsibility Programs
with a required copy to office of the General Counsel
12025 Waterfront Drive, Suite 330
Los Angeles, CA 90094
USA
Tel: +1 310 823 9358
Email: nora.abusitta@icann.org, john.jeffrey@icann.org

For the Forum:

Danil Kerimi
Director
3 East 54 Street, 18th Floor, New York, NY 10022, USA
T +1 646 491 33 16
Email: dke@weforum.org

For CGI.br:

Diego Rafael Canabarro
Specialist Advisor to the Board of CGI.br
11541 Nações Unidas Av. – 7th Floor
São Paulo, SP 04578-000
Brazil
Tel: +55 11 5509 3537 r 4116
Email: diegocanabarro@nic.br

- 7.2 Any party may, by notice in writing to the other parties, designate additional representatives or substitute other representatives for those designated in this Article.

ARTICLE 8 – Amendments

The terms and conditions of this MOC may only be changed by mutually agreed written amendment signed between the Parties.

ARTICLE 9 – Settlement of Disputes

The Parties confirm that they shall exercise good faith efforts to resolve any dispute between the Parties arising from or in connection with this MOC through mutual negotiation and agreement.

ARTICLE 10 – No Liability

For avoidance of doubt, no breach of an obligation contained in this MOC or performance or non-performance under this MOC shall give rise to any monetary liability by one party to another.

IN WITNESS WHEREOF, the Parties, each acting through its duly authorized representative, have executed this MOC in two (2) originals in the English language.

For and on behalf of the Brazilian Internet Steering Committee

Virgílio Augusto Fernandes Almeida

Secretary of IT Policies for the Ministry of Science, Technology, and Innovation of Brazil
Coordinator of CGI.br
Brazilian Internet Steering Committee

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

Fadi Chehadé

President and CEO, ICANN
Internet Corporation for Assigned Names and Numbers

Date: JAN. 24 2015

Date: January 24th, 2015

Place: DAVOS, SWITZERLAND

Place: DAVOS, SWITZERLAND

For and on behalf of the World Economic Forum

Richard Samans

Managing Director
World Economic Forum

Date: Jan. 24 2015

Place: Davos, Switzerland