



COOPERATION AGREEMENT

between

**THE IBERO-AMERICAN FEDERATION OF INFORMATION TECHNOLOGY
AND LAW ASSOCIATIONS
(FIADI)**

AND

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

20- OCTOBER - 2016



This Cooperation Agreement (the "Agreement") is entered into by and between the Ibero-American Federation of Information Technology and Law Associations (hereinafter referred to as "FIADI"), a non profit federation registered under Uruguayan Law and the Internet Corporation for Assigned Names and Numbers (hereinafter referred to as "ICANN"), a non-profit corporation registered under the laws of the State of California, USA, based in 12025 Waterfront Drive, 300, Los Angeles, CA 90094-2536, USA. LACTLD and ICANN will be hereinafter referred to collectively as the "Parties" and individually as the "Party".

WHEREAS:

1. FIADI's mission is to cooperate with the exchange and sharing of teaching and research of current issues in the field of Law and Information Technologies, spreading the knowledge of legislation, doctrine and jurisprudence of Ibero-American countries.
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 Sections 1.1 and 1.2 of the ICANN Bylaws.

THEREFORE:

For the purpose of seeking and supporting broad, informed participation reflecting the functional, geographic, and cultural diversity of the Internet at all levels of policy development and decision-making to ensure that the bottom-up, multistakeholder policy development process, as well as promoting their joint cooperation , the Parties now agree to enter into this Agreement, under the following terms:



CHAPTER I

Objective

Article 1.

FIADI and ICANN agree to explore opportunities to build a cooperative working relationship in the following areas of common interest:

- a) Information exchange to inform members of FIADI and ICANN's multistakeholder community regarding relevant developments in each organization pertaining to the stable and secure operation of the Internet's unique identifier systems.
- b) Promote and encourage FIADI members' participation and involvement in ICANN's related activities both at the regional and global levels.
- c) Coordinate joint capacity building initiatives to improve knowledge and understanding of the Domain Name System; and
- d) Organization of joint events and symposia as they relate to reaching a wider audience who can potentially have a more active participation in ICANN's multistakeholder model.

CHAPTER II

Cooperation Areas

Article 2.

This Agreement is a non-binding statement of the mutual intentions of the Parties. The execution of any specific activities or projects under this Agreement 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 may explore and identify the various areas for which, effective and practical cooperation may be possible as well as ways and means for carrying out joint cooperative efforts. Any exchange of information concerning projects or programs of the Parties will 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 publications, 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 contrary to its institutional or business interests, or its rights.

CHAPTER III Financial Aspects

Article 5.

The Parties agree to use their own funds or financial resources to fulfill their respective responsibilities under this Agreement. This Agreement shall not create any financial obligations on any of the Parties hereto.

CHAPTER IV Assignment or Transfer to Third Parties

Article 6.

The responsibilities of the Parties arising under this Agreement are not assignable or transferable, except as set forth in this Agreement. 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.

CHAPTER V Privileges, Immunities and Facilities of the Parties

Article 7.

No provision in this Agreement shall be 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 8

This Agreement shall be effective on the date of signing by both the Parties and shall remain in effect unless terminated by any of the Parties, after sending an advance written notice to the other Party. This Agreement shall terminate six (6) months after the date of such notice. Notwithstanding its termination, the provisions of this Agreement 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 9.

The terms and conditions of this Agreement shall only be amended by means of a written Addendum agreed to and signed by both Parties.

CHAPTER VIII

Dispute Resolution

Article 10

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 Agreement.

CHAPTER IX

Communications and Notices

Article 11

For the purpose of facilitating the implementation of the working arrangements to be established by the Parties in the framework of this Agreement, the Parties' contacts for communication in the first instance are as follows:

For ICANN



For the attention of: Rodrigo de la Parra
Vice-President, Global Stakeholder Engagement, Latin America and the Caribbean
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
E-mail: rodrigo.delaparra@icann.org

For FIADI

For the attention of: Augusto Ho
President of Ibero-american Federation of Information Technology and Law
Associations
Tel: +50766775768
Email: presidencia@fiadi.org

Article 12

Either Party may, by notice in writing to the other Party (including e-mail), designate additional representatives or substitute representatives for those designated in this chapter.

**CHAPTER X
Intellectual Property Rights**

Article 13

Intellectual property arising out of this Agreement ("Intellectual Property") shall belong to both Parties. Either Party may independently use, distribute or publish the Intellectual Property, with the prior written consent of the other Party.

Insofar as the Intellectual Property uses previously existing or separately developed intellectual property rights belonging to one of the Parties ("Pre-Existing Intellectual Property"), each Party shall grant a non-exclusive, global, royalty-free, and irrevocable authorization to the other Party for such Pre-Existing Intellectual Properties, for the sole purposes necessary to exercise their rights over the Intellectual Property arising from this Agreement.

Article 14.



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 15.

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

CHAPTER XI Limitation of Economic Liability

Article 16.

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

WHEREOF, the parties here to, each acting through its duly authorized representative, have executed this Agreement of Understanding, this 20 of october of 2016.



FOR AND ON BEHALF OF FIADI



Augusto Ho

President

The Ibero-American Federation of Information Technology and Law Associations

Date:

Place:

FOR AND ON BEHALF ICANN



Göran Marby

President and CEO

Internet Corporation for Assigned Names and Numbers

Date: *20 January 2017*

Place: *Los Angeles, California*