



MEMORANDUM OF UNDERSTANDING

between the

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

and the

**RUSSIAN ASSOCIATION OF NETWORKS AND SERVICES
(RANS)**

MEMORANDUM OF UNDERSTANDING

between the

INTERNET CORPORATION FOR ASSIGNED NAMES AND NUMBERS

and the

RUSSIAN ASSOCIATION OF NETWORKS AND SERVICES

for the

Development of joint activities in support of information exchange on Internet related issues

WHEREAS the **Internet Corporations for Assigned Names and Numbers** (hereinafter referred to as "ICANN") a public benefit , non profit corporation with its Head Office located at 4676 Admiralty Way, Suite 330, Marina del Rey, California, in the United States of America.

WHEREAS the Russian Association of Networks and Services (hereinafter referred to as "RANS"); a public and governmental association having its Head Office at 7 Tverskaya Str., Moscow, 125375 Russia

WHEREAS ICANN is acting to follow its mission and core values as set forth in Article 1, Section 1-2 of the ICANN Bylaws.; and

WHEREAS RANS is acting to follow its mission and core values as set forth in Article 2 of the RANS Bylaws:

CONVINCED that the cooperation and collaboration between the Parties in the various areas of Internet related issues would further their common objectives and interests in a more effective and beneficial way to the experts, officials and Internet users in Russia;

NOW, THEREFORE the parties have agreed to enter into this Memorandum of Understanding (MOU).

1 – Objective and Areas of Cooperation: While remaining consistent with the Parties responsibilities:

- 1.1 The objective of this MOU is to explore opportunities to build a non-exclusive partnership program between the Parties to train, educate and refresh specialists and to promote best practices in field of designing and implementing information and telecommunication technologies, in the field of telecommunications policy, information and network security in Russia, and bring awareness about the process of Internet governance in Russia.
- 1.2 The Parties will, in particular, explore opportunities to build a cooperative working relationship, in identified areas of common interest, in order to:
 - exchange information and material regularly on legislative and technical policies in relation to information technologies and communications in existence or being developed in Russia and worldwide;
 - foster the creation of a training network of national, regional and international stakeholders and decision makers that could contribute to the development of telecommunications and information technologies in Russia;
 - render mutual assistance, where needed and possible in relation to the above .

2 – Cooperation Mechanism

- 2.1 This MOU is a non-binding statement of mutual intentions of the parties. The execution of 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.
- 2.2 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.

3 – 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 assign or transfer, including by operation of law, is void unless there is the prior written approval of both parties.

4 – Financial Arrangements

This MOU does not represent any funding commitment on the part of either party.

5 – Privileges, Immunities and Facilities of ICANN and RANS

5.1 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 ICANN enjoys by virtue of the international agreements and national laws applicable to it.

5.2 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 RANS enjoys by virtue of the international agreements and national laws applicable to it.

6 – Entry Into Force, Duration and Termination

This MOU enters into force on the date of its signature by both parties and remains in effect 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 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.

7 – Channels 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 MOU, the contacts for communication in the first instance for the parties will be:

7.1.1 For ICANN
C/O Theresa Swinehart, Vice President, Global and Strategic Partnerships with a required copy to the office of the General Counsel
4676 Admiralty Way, Suite 330
Marina del Rey, CA 90292-6601
USA
Tel: +1 310 823 9358
Email:swinehart@icann.org

7.1.2 For RANS

Attn: Dr. Arkadiy S. Kremer, Chairman, Executive Committee, with a required copy to the RANS Executive Committee
Russia, 111024, Moscow, Aviamotornaya street, 8a
Tel: +7 495 673 48 83
email: kremer@rans.ru

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

8 – Amendments

The terms and conditions of this MOU may only be altered by a mutually agreed written amendment signed by the parties.


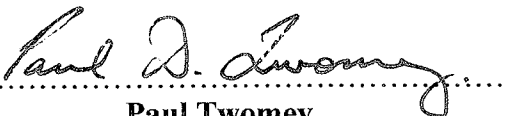
9 – Settlement of Disputes

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

10- No Liability

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.

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

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| <p>For and on behalf of the Russian Association for Network and Services (RANS)</p>  <p>.....</p> <p>Arkady Kremer Chairman, Executive Committee</p> <p>Place: Pars, France..</p> <p>Date: June 25, 2008</p> | <p>For and on behalf of the Internet Corporation for Assigned Names and Numbers (ICANN)</p>  <p>.....</p> <p>Paul Twomey, President and CEO</p> <p>Place: Paris, France</p> <p>Date: June 25, 2008...</p> |
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