

**MEMORANDUM OF UNDERSTANDING**

*between the*

**ASSOCIATION OF AFRICAN UNIVERSITIES  
(AAU)**

*and the*

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

**2ND MARCH 2023**

# **MEMORANDUM OF UNDERSTANDING**

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**ASSOCIATION OF AFRICAN UNIVERSITIES (AAU)**

*and the*

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

This Memorandum of Understanding (“MoU”) is entered into between the Association of African Universities (AAU), an international non-governmental higher education organization with its registered business address at Trinity Avenue, East Legon, Accra, Ghana PO Box AN 5744 Accra North, Ghana; and the Internet Corporation for Assigned Names and Numbers (“ICANN”), a public benefit, nonprofit corporation registered under the laws of the state of California, USA, having its registered and head office located at 12025 Waterfront Drive, Suite 300 Los Angeles, CA 90094-2536, USA;

Hereinafter, AAU and ICANN are collectively referred to as the “Parties” and individually, the “Party”.

## **WHEREAS**

1. AAU was founded on 12 November 1967 with the objective of providing a platform for research, cooperation and collaboration on issues pertaining to higher education to its members.
2. AAU’s vision, as a university association of African higher education institutions with member institutions from across the African region and beyond, is to be the leading advocate for higher education in Africa, with the capacity to provide support for its member institutions to meet their national, continental and global needs.
3. AAU’s mission is to enhance the quality and relevance of higher education in Africa and strengthen its contribution to Africa’s development.
4. 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.
5. ICANN has five regional offices located in Los Angeles (headquarters), Brussels, Istanbul, Montevideo, and Singapore. As a global multistakeholder organization, ICANN facilitates the security, stability and resiliency of the Internet’s unique identifier systems through coordination and collaboration.
6. ICANN, as a global multistakeholder organization, is committed to perform its role in an open, accountable and transparent manner, and inclusive of the diversity of stakeholders in the greater Internet ecosystem.
7. The cooperation between the Parties would further common objectives, and strengthen their

cooperation and collaboration under the Coalition for Digital Africa initiative which aims to bring together stakeholders to enhance Africa's internet infrastructure to support the development of Africa's digital economy.

**NOW, THEREFORE**, for the purpose of seeking increased cooperation and collaboration, and in furtherance and in support of the goals of the Coalition for Digital Africa, the Parties have agreed to enter into this Memorandum of Understanding (MoU), under the following terms:

### **Article (1)**

#### **Objective**

The objective of this MoU is to strengthen the relationship between AAU 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 connection with capacity building initiatives and research in the area of the Domain Name System (DNS) within the African region.

### **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.

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.

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 (3)**

#### **Scope of Cooperation**

Within the Parties' respective remits, possible areas of cooperation hereunder may include the following (but not be limited to):

### 3.1 Technical Collaboration and Research

- Conduct joint technical or academic research projects on areas related to the DNS and other relevant areas.

### 3.2 Educational and Capacity-Building Activities

- Jointly support AAU members and relevant stakeholders to engage with ICANN in policy development in relation to the Internet's unique identifier systems.

### 3.3. Community Outreach and Engagement Activities

- Joint development of new training and capacity building events for AAU members and relevant stakeholders to raise awareness and building capacities on topics where the missions of ICANN and AAU intersect, including but not limited to the DNS security and stability.
- Promote and encourage the adoption of Universal Acceptance of Domain Names for Websites, email systems, databases by AAU members and its relevant stakeholders within the African region.

### 3.4 Information Sharing

- Exchange information and material regularly on laws, policies and rules (e.g., on the DNS) in existence or being developed in the African region.

## **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**

Each Party agrees to take all necessary measures to maintain the confidentiality of information provided by the other Party, including where it involves their representatives, employees, sub-contractors and, more generally, their officers. In the event that it may be deemed appropriate during the collaboration of the Parties, the Parties may enter into appropriate confidentiality agreements governing each Party's

responsibility for handling the confidential information of the other Party.

### **Article (7)**

#### **No Liability**

For the 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.

### **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 AAU**

For the attention of:

Professor Olusoya Bandele Oyewole

Secretary General

Association of African Universities

Trinity Avenue, East Legon, Accra, Ghana

Phone: +233-547-728-975

Email: [secgen@aau.org](mailto:secgen@aau.org)

#### **For ICANN**

For the attention of:

Pierre Dandjinou

VP Global Stakeholder Engagement, Africa

With a required copy to the office of the General Counsel

12025 Waterfront Drive, Suite 300, Los Angeles, CA 90094-2536, USA

Phone: +1 (310) 301 5834

Email: [pierre.dandjinou@icann.org](mailto:pierre.dandjinou@icann.org)

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.

#### **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)**

#### **Entry into Force, Duration and Termination**

This MoU shall enter into force on the date of its signature by both Parties for a period of 3 (three) years and this MoU may be renewed for additional three (3) year terms by the Parties' by mutual written agreement. This MoU 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 AAU and ICANN enjoy by virtue of the international agreements and national laws applicable to each.

#### **Article (13)**

#### **Compliance with Laws**

Notwithstanding the provision of Article 3 herein, nothing in this MoU obligates either Party or its affiliates to engage in or support transactions or activities contrary to or in violation of any of the laws applicable to either Party or its affiliates.

AAU will not directly or indirectly use, or facilitate the use by any other person of, any funds received from ICANN pursuant to this MoU and/or any other formal agreement(s) entered into by the Parties as envisioned in Article 2 herein: (i) to fund any activities or business of, or with, any person or entity that is listed on any list of the targets designated pursuant to any and all economic or financial sanctions imposed, administered or enforced from time to time by the U.S. government, including those administered by the Office of Foreign Assets Control of the U.S. Department of the Treasury, the U.S. Department of State, the U.S. Department of Commerce, or through any existing or future statute or a signed, written, and published directive from the President of the United States (“Sanctions”); (ii) to fund any activities or business of, or with, any person or entity that is located, organized or resident in Cuba, Iran, North Korea, Syria, or the Crimea, Donetsk People’s Republic, or Luhansk People’s Republic regions of Ukraine, or any other location that is designated as a Sanctions target pursuant to a territorial or country-based Sanctions program (a “Sanctioned Country”); (iii) to fund any activities or business of, or with, any entity that is 50 percent or more owned by a Sanctioned person or entity; or (iv) in any other manner that would cause ICANN to be in breach of any economic or financial sanctions imposed, administered or enforced from time to time by the U.S. government.

#### **Article (14)**

##### **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.

#### **Article (15)**

##### **Intellectual Property Rights**

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. Any Intellectual Property (“IP”) arising out of any specific activities or projects will be governed under the terms and conditions of a separate and formal agreement to be executed between the Parties, outlining each Party’s obligations thereto.

Neither Party may use the logo, name and/or trademarks of the other Party without its prior written approval. No right or interest of any of the Parties is hereby assigned, transferred, licensed or granted under any patents, trademarks or other intellectual property rights, by virtue of this MOU.

**IN WITNESS WHEREOF**, the Parties hereto, each acting through its duly authorized representative, have executed this MoU in two (2) originals in the English language, on the dates indicated below:

*For and on behalf of*



The Association of African Universities  
(AAU)

**Professor Olusola Bandele Oyewole**

*Secretary-General*

**AAU**

Date: 2<sup>ND</sup> MARCH 2023

Place: **AAU**

*For and on behalf of*



The Internet Corporation for Assigned  
Names and Numbers (ICANN)

**Sally Costerton**

*Sr. Advisor to President and SVP, Global  
Stakeholder Engagement & Interim  
President and CEO*

**ICANN**

Date: 14 March 2023

Place: **Cancun, Mexico**