

Facilities Agreement

This facilities agreement (the "Agreement") is effective as of 1 May 2021, by and between the Internet Corporation for Assigned Names and Numbers ("ICANN") a nonprofit public benefit corporation with its head office located at 12025 Waterfront Drive, Suite 300, Los Angeles, CA 90094-2526 and the Latin American and Caribbean Internet Addresses Registry with offices at Rambla de Mexico 6125 Montevideo, 11400 Uruguay, hereinafter referred to as "LACNIC".

WHEREAS, LACNIC AND ICANN desire to enter into this Agreement for the provision of certain facilities and amenities by LACNIC from in connection with activities being conducted in furtherance of ICANN's global engagement.

NOW THEREFORE, in consideration of the foregoing, the mutual promises and covenants herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. **FACILITIES**: LACNIC shall provide use of an office space and facilities, which will include use of an office that can reasonably and comfortably fit multiple individuals, supply of utilities and amenities (e.g., internet access, electricity, water, gas, fixed telephone line and all other facilities and amenities normally associated with office operations) and the shared use of conference and meeting rooms according to LACNIC's policies, as described in Appendix A.

2. **TERM**: The facilities and amenities described herein shall be provided from the date of this Agreement and shall continue until 30 April 2022 when this Agreement will be automatically renewed for consecutive one year periods unless either party decides not to continue this Agreement with a written notice to the other party 30 (thirty) days before the renewal date.

3. **FEE**: Subject to all provisions of this Agreement and the execution of this Agreement ICANN agrees to pay LACNIC as full and complete consideration for the use of LACNIC's facilities and amenities hereunder, and LACNIC agrees to accept a yearly amount of USD\$17,500 (seventeen thousand five hundred United States Dollars) (the "Payment"). ICANN shall issue the Payment in quarterly installments of USD\$4,375 (four thousand three hundred and seventy-five United States Dollars) and agrees that the quarterly installments will be paid within thirty (30) days of ICANN's receipt of payment from LACNIC..

4. **INDEPENDENT CONTRACTOR STATUS**: Each party acknowledges and agrees that its employees or agents, if any, are not employees or agents of the other party for any purpose.

5. **INDEMNITY**: Each party hereby agrees to indemnify, defend and hold the other harmless for any loss, liability, costs or damages arising from actual or threatened claims or causes of actions resulting from the negligence, gross negligence or intentional misconduct of the indemnifying party or its respective officers, directors, employees, agents, contractors, members or participants (as applicable).

6. **SURVIVING OBLIGATIONS:** The parties' representations, warranties, and indemnity shall remain in effect following the termination or expiration of this Agreement.

7. **TERMINATION:** Either party may terminate this Agreement for any reason whatsoever at any time with ninety (90) days notice. Either party may terminate this Agreement immediately upon written notice to the other party if such other party: (a) becomes insolvent or makes an assignment for the benefit of creditors; (b) files or has filed against it any petition under any applicable bankruptcy, insolvency, reorganization or similar debtor relief law which is not discharged within thirty (30) days of said filing; (c) requests or suffers the appointment of a trustee or receiver, or the entry of an attachment or execution as to a substantial part of its business or assets; or (d) materially breaches any of its other obligations under any provision of this Agreement (including ICANN's failure to pay), which breach is not remedied within thirty (30) days after notice thereof by the non-breaching party to breaching party.

8. **MISCELLANEOUS:**

(a) **Counterparts:** This Agreement may be executed in two or more counterparts (and by different parties on separate counterparts) each of which shall be an original, but all of which together shall constitute one and the same instrument.

(b) **No Violation of Law:** If any provision of this Agreement shall be deemed invalid or unenforceable as written, it shall be construed, to the greatest extent possible, in a manner which shall render it valid and enforceable, and any limitations on the scope or duration of any such provision necessary to make it valid and enforceable shall be deemed to a part hereof; no invalidity or unenforceability shall affect any other portion of this Agreement.

(c) **Paragraph Headings:** Paragraph headings contained in this Agreement are for convenience and shall not be considered for any purpose in construing this Agreement.

9. **ENTIRE AGREEMENT:** This Agreement is not valid or binding unless and until in writing and signed by a duly authorized officer of ICANN and LACNIC. No amendment, modification, extension, release, discharge or waiver of this Agreement, or any provision hereof, shall be valid or binding unless in writing and signed by a duly authorized officer of ICANN and LACNIC. No oral agreement shall be binding on ICANN or LACNIC unless and until reduced to writing and signed by a duly authorized officer of ICANN and LACNIC.

The parties shall indicate their acceptance of this entire Agreement by signing in the appropriate space provided below.

Internet Corporation for Assigned Names and Numbers

DocuSigned by:

Xavier Calvez

By. _____
C2AEC0D6EAC3437...

Signature

Xavier Calvez

Print Name

Latin American and Caribbean Internet Addresses Registry

By. _____
Signature

DIEGO MENA

Print Name

APPENDIX A

FACILITIES AND AMENITIES TO BE PROVIDED BY LACNIC

	Guaranteed	Depending on availability and LACNIC guidelines
FACILITIES LOCATED AT :		
La Casa de Internet de Latinoamérica y el Caribe Rambla República de México 6125 11400 Montevideo, Uruguay		
Bright, open office spaces (including furniture)	18 m2	
Community dining area	x	
Recreation areas	x	
Dressing rooms	x	
Maternity room	x	
Reservation of meeting rooms		x
Parking space for cars, motorcycles, bicycles		x
AMENITIES AND AND SUPPLIES:		
Postal address	x	
Secure Internet connection, high-speed wifi service	x	
Telephone access and use	x	
Reception staff	x	
Service personnel	x	
Cafeteria access and use	x	
Facility cleaning and maintenance	x	
Audiovisual equipment		x
Technical support		x
Access to printer, scanner and photocopier		x
Other amenities and supplies		x
ALLOWANCES AND BENEFITS:		
Workplace health plan		x
Participation in celebrations organized by LACNIC		x
Foreign language training		x
Other allowances and benefits		x