

MEMORANDUM OF UNDERSTANDING BETWEEN

The INTERNACIONAL DEVELOPMENT RESEARCH CENTRE (IDRC)-Pan Americas,

The INSTITUTE FOR CONNECTIVITY IN THE AMERICAS (ICA), and

The LATIN AMERICAN AND CARIBBEAN INTERNET ADDRESSES REGISTRY (LACNIC).

The International Development Research Centre (IDRC-Pan Americas), hereinafter referred as IDRC; the Institute for Connectivity in the Americas (ICA), hereinafter referred as ICA; and Latin American and Caribbean Internet Addresses Registry (LACNIC), hereinafter referred to as LACNIC; all of whom hereinafter will collectively be referred to as the “parties”, have agreed upon the following **Memorandum of Understanding (MoU)**.

Whereas the parties recognize that:

- a) The role of new Information and Communication Technologies (ICTs) constitutes a key factor in the socioeconomic development of the Latin American countries.
- b) It is of importance the support of LAC Internet development and growth.
- c) It is of importance the promotion of educational and research opportunities regarding the new ICTs.
- d) It is of importance the promotion and enhancement of the technical capabilities related to ICTs in the region.
- e) It is of importance to count with reliable research to satisfy the demand for knowledge developed locally, and the demand for appropriate policies for the Information Society that is emerging in all countries of the region.
- f) Promoting cooperation and collaboration among different institutions with common interests, will help the region tackle in an efficient manner this new challenge.

Conscious of the mutual benefits to be derived from the orderly development and utilization of reliable information, the parties have reached the following understanding:

1. OBJECTIVES AND SCOPE

The objectives of this Understanding are to:

- a) Promote the development of regional research capacities in the area of ICT for Development (ICT4D);
- b) Promote the development of technical skills related to the Internet and other technological applications;
- c) Promote digital inclusion;
- d) Encourage and promote the Information Society in the countries of the region

2. ACTIVITIES

The three parties will work together with the aim of setting up a program of “Competitive Funds”. LACNIC will be in charge of the administration of the Competitive Funds. For this task, LACNIC will appoint an Administrator and will host all the administrative functions in its facilities including working space, Internet connection, telephone, and any other necessary infrastructure.

The parties will jointly work to:

- a) Support the setting up of the initiative;
- b) Decide on the topics or themes of the research projects Competition;
- c) Disseminate the call for the Competitive Funds through the communication means available to each party;
- d) Follow-up the call for the Competitive Funds;
- e) Decide on the selection of the members of the Evaluation Committee and follow-up and support its mandate;
- f) Support the evaluation of the program “Competitive Funds: Making the Difference”;
- g) The details of the Initiative and the follow-up of activities will be defined by Plenary Meetings among responsible officers of the three parties involved (ICA, Pan Americas, LACNIC).

3. RESOURCES

Each of the parties will indicate the nature of its financial commitment when there is an agreement on a budget, the specific program objectives, the rules governing the administration of funds, the selection process and such other matters as are required to operationalize the program. Such agreements shall be in writing and signed by each party acting through their duly authorized representatives.

4. OTHER ACTIVITIES

Without detriment to what has been stated above, this Agreement could be extended to other activities or instances of mutual cooperation that are within the scope of interest of the three parties, such as:

- a) Cooperation in the design and execution of projects in fields of common interest.
- b) Exchange of information and publications produced by the three parties.
- c) Joint organization of seminars, conferences, or other training courses and consultations in subjects of common interest.
- d) Joint publication of materials and distribution of such.

5. COORDINATION

The three parties are committed to on-going collaboration to ensure complete execution of this Understanding. For this purpose each institution will designate a focal point to meet as necessary for the proper fulfillment of the objectives of this Understanding.

6. DISSEMINATION ACTIVITIES

Any of the parties to this Understanding will be able to disseminate and publish information about the activities generated in the context of this Understanding. The parties could include the logos and/or names of the three organizations in all communiqués related to this Understanding with previous approval by the other parties on a case-by-case basis.

7. VALIDITY

The present Understanding will come into effect from the date of its signature and will be in force for two years.

It may be amended or extended with the written agreement of the three parties. Termination by any party must be communicated in writing to the others with at least three months' advanced notice. This Understanding will be deemed to remain in effect for any on-going activities until their completion, notwithstanding its termination.

8. ANNEXES

In order to make the Understanding operational in specific projects it would be possible to agree on annexes that establish the contributions and responsibilities of each of the parties that will be integral parts of the Understanding. These annexes will only require the signature of the Regional Director of IDRC, the Managing Director of ICA and the current CEO of LACNIC.

9. SOLUTION OF CONTROVERSIES

All controversy about the reach, effects, interpretations or other matters related to the present Understanding that could arise between the signatory parties will be solved by means of direct negotiation.

10. MISCELLANEOUS

Nothing in this MOU shall be construed to create between or among any of the parties a partnership, joint venture, or impose any trust or partnership or similar duty on any party, including as an agent, principal or franchisee of any other party.

Other than as provided for in this MOU, the parties shall not be bound by or be liable for, any statement, representation, promise, agreement or other binding commitment of any kind on behalf of any other party, without that parties prior written consent.

The non-exercise of or delay in exercising any power or right of a party does not operate as a waiver of that power or right, nor does any single exercise of a power or right to preclude any other or further exercise of it or the exercise of any other power or right. A power or right may only be waived in writing, signed by the party to be bound by the waiver.

No party may transfer or assign any or all of its interest, rights or obligation arising under this MOU without the prior written consent of each other party to this MOU.

IN WITNESS WHEREOF, This Memorandum of Understanding is executed this 24th day of September 2003 by the undersigned, acting through their duly authorized representatives:

For LACNIC

For ICA

For IDRC-Pan Americas