

**MEMORANDUM OF UNDERSTANDING**

*between the*

**JAPAN NETWORK INFORMATION CENTER**

*and the*

**JAPAN REGISTRY SERVICES CO., LTD.**

*and the*

**INTERNET CORPORATION FOR ASSIGNED NAMES AND NUMBERS**

**MEMORANDUM OF UNDERSTANDING**

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**JAPAN NETWORK INFORMATION CENTER;**

**JAPAN REGISTRY SERVICES CO., LTD.;**

*and the*

**INTERNET CORPORATION FOR ASSIGNED NAMES AND NUMBERS**

**WHEREAS** the **Japan Network Information Center**; A General Incorporated Association in Japan with its office located at Urbannet-Kanda Bldg 4F, 3-6-2 Uchi-kanda, Chiyodaku, Tokyo 101-0047, Japan (**JPNIC**).

**WHEREAS** the **Japan Registry Services Co., Ltd.**; A company incorporated in Japan with its head office located at Chiyoda First Bldg, East 13F, 3-8-1 Nishi-Kanda Chiyoda-ku, Tokyo 101-0065, Japan (**JPRS**).

**WHEREAS** the **Internet Corporation for Assigned Names and Numbers**; a public benefit, not for profit corporation with its head office located at 12025 Waterfront Drive, Suite 300 Los Angeles, CA 90094-2536, USA (**ICANN**).

**CONSIDERING** JPNIC is a non-profit, membership-based corporation that contributes in supporting the Internet infrastructure in Japan, by providing allocation and registration services of IP addresses and AS numbers as the National Internet Registry, conducting research on technologies and policies, and through information sharing and international coordination on Internet related issues.

**CONSIDERING** JPRS works to carry out JP domain name registration and management, and to undertake operation of the domain name system; and conducts research and development of various Internet-related services and technologies.

**CONSIDERING** Both JPRS and JPNIC reflect the interests of Japanese community in ICANN policy development processes, and update the Japanese community on developments regarding ICANN as well as ICANN meetings.

**CONSIDERING** 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 and core values as set forth in Article 1, Sections 1-2 of the ICANN Bylaws,

respecting the creativity, innovation, and flow of information made possible by the Internet by limiting ICANN's activities to those matters within ICANN's mission requiring or significantly benefiting from global coordination.

**CONVINCED** that the cooperation and collaboration between the Parties would further common objectives, promote mutual collaboration, strengthen active participation in ICANN's policy-making processes, and strengthen the support for the multi-stakeholder participation and governance model of the Internet.

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

### **ARTICLE 1 – Objective and Areas of Cooperation**

- 1.1 This MOU is a non-binding statement of mutual intentions of the Parties.
- 1.2 JPNIC, JPRS and ICANN agree to explore opportunities to build a non-exclusive cooperative working relationship to coordinate and collaborate on addressing the linguistic needs of the Japanese community through the translation of ICANN materials into the Japanese language. In this regard, the Parties agree that they will need to work jointly to identify ICANN materials that require translation into the Japanese language, based on the needs of the Japanese community.
- 1.3 Specifically, the Parties shall, if appropriate, coordinate and cooperate with one another in carrying out the above with the purpose of avoiding duplication of efforts and expenditure.

### **ARTICLE 2 – Cooperation Machinery**

Possible areas of cooperation between the Parties may include the following (but not limited to):

- 2.1 The Parties agree to develop working methods for the timely identification of materials that may be of benefit for translation to fulfil the purposes of this MOU, as well as commitments for how those translations will be completed.
- 2.2 The Parties will collaborate to share, as appropriate, the translated documents, or links to access these documents upon completion.
- 2.3 The Parties will collaborate to provide input to ICANN's glossary for the Japanese translations, to ensure that the language used in ICANN materials is as consistent and as relevant to the Japanese community as possible.
- 2.4 Any translation provided under this MOU, is solely for information purposes only and requires reference to the original document.

### **ARTICLE 3 – Financial Arrangements**

The Parties agree that they will each use their own funds or funding sources to perform their respective responsibilities under this MOU, or as mutually agreed in advance.

#### **ARTICLE 4 – 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 which the Parties enjoy by virtue of the international agreements and national laws applicable to each.

#### **ARTICLE 5 – Entry Into Force, Duration and Termination**

This MOU enters into force on the date of its signature by all Parties and remains in effect unless terminated by any Party with advance written notice to the other Parties. 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.

#### **ARTICLE 6 – Channel of Communication and Notice**

6.1 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:

For JPNIC  
Akinori MAEMURA  
General Manager, Internet Development Department,  
Japan Network Information Center (JPNIC);  
Urbannet-Kanda Bldg 4F, 3-6-2 Uchi-kanda, Chiyodaku, Tokyo 101-0047 Japan  
Tel: +81 3 5297 2311  
Email: maem@nic.ad.jp

For JPRS  
Hirofumi HOTTA  
Director, Corporate Planning, Japan Registry Services Co., Ltd. (JPRS)  
Tokyo Head Office Chiyoda First Bldg, East 13F, 3-8-1 Nishi-Kanda Chiyoda-ku, Tokyo  
101-0065, Japan  
Tel: +81 3 5215 8451  
Email: hotta@jprs.co.jp

For ICANN  
KUEK Yu-Chuang  
Vice President, Global Stakeholder Engagement, Asia Pacific  
with a required copy to office of the General Counsel  
12025 Waterfront Drive, Suite 330  
Los Angeles, CA 90094  
USA  
Tel: +1 310 823 9358  
Email: yuchuang.kuek@icann.org

6.2 Each Party may, by notice in writing to the other Parties, designate additional representatives or substitute other representatives for those designated in this Article.

**ARTICLE 7 – Amendments**

The Parties can modify this MOU by recording any such modification in writing signed by all Parties.

**ARTICLE 8 – Settlement of Disputes**

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

**ARTICLE 9 – 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 three (3) originals in the English language.

For and on behalf of the Japan Network Information Center

**Shigeki Goto**

**President**

Japan Network Information Center (JPNIC)

For and on behalf of the Japan Registry Services Co., Ltd.

**Koki Higashida**

**President**

Japan Registry Services Co., Ltd. (JPRS)

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Date:

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Date:

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Place:

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Place:

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For and on behalf of the Internet Corporation for  
Assigned Names and Numbers

**Fadi Chehadé**

President and CEO

Internet Corporation for Assigned Names and  
Numbers (ICANN)

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Date:

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Place:

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