

MEMORANDUM OF UNDERSTANDING (MOU)

between

**THE NASSCOM CENTRE OF EXCELLENCE FOR INTERNET OF THINGS
(NASSCOM COE-IOT)**

and

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

23 JUNE 2018

MEMORANDUM OF UNDERSTANDING BETWEEN:
NASSCOM CENTRE OF EXCELLENCE FOR INTERNET OF THINGS
(NASSCOM COE-IOT)

and

THE INTERNET CORPORATION FOR ASSIGNED NAMES AND NUMBERS
(ICANN)

This Memorandum of Understanding ("MOU") is entered into between the NASSCOM Centre of Excellence for Internet of Things ("NASSCOM COE-IOT"), an Initiative of the Ministry of Electronics and Information Technology (MeitY) and NASSCOM with its head office located at #150, Diamond District, Old HAL Airport, Bengaluru - 560008; 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, NASSCOM COE-IOT and ICANN are collectively referred to as the "Parties" and individually the "Party".

CONSIDERING the NASSCOM COE-IOT was announced by the Prime Minister Narendra Modi in July 2015 as a part of Digital India Initiative to jump start the IOT ecosystem taking advantage of India's IT strengths and helping the country attain a leadership role in the convergent area of hardware and software.

CONSIDERING the main objective of the NASSCOM COE-IOT is to create innovative applications and domain capability by harnessing the innovative nature of the startup community and leveraging the experience of corporate players and also to promote adoption of digital technology across different sectors in the country. NASSCOM's over 2200 members in the IT and business process management industry constitute 90% of the industry's revenue and have enabled the association to spearhead initiatives at local, national and global levels.

CONSIDERING ICANN is a nonprofit organization, whose 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 Articles 1.1 and 1.2 of the ICANN Bylaws;

CONVINCED that the cooperation and collaboration between the Parties would further common objectives; promote two-way collaboration particularly to foster the continued expansion of interoperable networks and innovation in Internet identifier technologies; strengthen active participation in ICANN's policy-making processes and strengthen the support for the multi-stakeholder participation and governance model of the Internet.

AFFIRMING that the Parties shall act within their respective missions;

NOW, THEREFORE the Parties have agreed to enter into this MOU, under the following terms:

Article 1

Objectives and Areas of Cooperation

The objective of this MOU is to explore opportunities to build a non-exclusive cooperation mechanism between the Parties, with the aim to collaborate on research and engagement activities that contribute to innovation in Internet identifier technologies and participation in ICANN activities by the wider community in India, in accordance with and as appropriately limited within their respective Bylaws and missions.

The establishment of a mutual framework for cooperation will facilitate the cooperation between the Parties in areas of common interests, with the aim to explore cooperation and possibilities for greater complementarity, subject to the respective internal objectives, functions, policies and procedures of the Parties.

Article 2

Cooperation Machinery

This MoU is a non-binding statement of the mutual intentions of the Parties.

The Parties to this MoU may 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 their respective remits, the Parties' cooperation hereunder may include, but not be limited to:

To collaborate in joint research projects and activities in areas related to ICANN's mission by establishing a partnership center framework, which will carry out the following cooperation:

3.1 Technical Cooperation and Research:

- Joint development of research projects on unique identifier technologies.
- Cooperation on engagement efforts to raise awareness and promote partnerships across the wider India technical community vis-à-vis the joint research projects.

3.2 Community Outreach and Engagement Activities

- Collaborate to organize community outreach and engagement activities such as ICANN Readouts, Community Discussions and Capacity Development sessions. NASSCOM COE-IOT will avail the use of its facilities for the above purposes.
- Facilitate the participation of NASSCOM's members in the above activities.

- Facilitate the participation of ICANN in appropriate fora organized by NASSCOM and/or its partners.

The Parties will execute a separate detailed agreement, which provides for finances, deliverables, roles and responsibilities, etc. for each Party, for each of the joint research projects they decide to collaborate on, respectively.

Article 4

Implementation and Implementation Metrics

4.1 NASSCOM COE-IOT and ICANN, in accordance with their respective objectives, may:

- a) Inform each other of their programmes of potential interest and to exchange information, as necessary and appropriate, in order to identify possibilities for specific programs, projects and/or activities in which effective and practical joint cooperation may be possible within the framework of this MOU. Any exchange of information concerning projects or programs of the Parties shall be subject to the policies and procedures of the respective organizations.
- b) Conduct consultation meetings upon the initiative of either NASSCOM-IOT or ICANN with the aim of evaluating the cooperation progress and future opportunities.

4.2 Extent of Cooperation:

- a) Once the Parties have determined what specific activities, programs and/or projects are to be implemented and the corresponding authorizations and funds have been obtained, the Parties shall conclude a supplementary project agreement, memorandum of understanding or exchange of letters containing the applicable conditions for each program, project and/or activity.
- b) Each supplementary project agreement, memorandum of understanding or exchange of letters shall be duly signed by the authorized representatives of the Parties and should specify in detail each Party's obligations.
- c) Any supplementary project agreements, memoranda of understanding or letters of agreement entered into pursuant to this Article 4.2, shall be governed by the terms of this MOU, unless the Parties expressly provide otherwise in those instruments.
- d) The Parties may also explore and identify the various reporting criteria to be assessed under this MOU.

Article 5

Financial Commitments

The Parties agree to use their own funds or financial resources to fulfil 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 6

Intellectual Property

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.

Article 7

Confidentiality Considerations

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 confidential information of the other Party.

Article 8

Exclusion of Liabilities

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 9

Communications and Notices

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 ICANN

Attn: Samiran Gupta, Head of India
with a required copy to office of the General Counsel
12025 Waterfront Drive, Suite 300
Los Angeles, CA 90094
USA
Tel: +1 (310) 301-5800
Email: samiran.gupta@icann.org

For NASSCOM COE-IOT

Attn: Sudhanshu Mittal
Plot 7 to 10, Sector 126, NOIDA - 201303
Tel: +91 9818125456
Email: sudhanshu@nasscom.in

Either Party may, by notice in writing to the other party, designate additional representatives or substitutes of their 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 and written consent of the other Party, which consent shall not be unreasonably delayed or withheld.

Article 10

Dispute 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 11

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 the date of signature thereof.

Article 12

Term of Validity, Duration and Termination

This MOU shall enter into force on the date of its signature by both parties and remains in effect until terminated by either Party, at their sole discretion, sending an advance written notice to the other. This MOU shall terminate six (6) months 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 13

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 transfer, including by operation of law, is void unless there is a prior written approval of both Parties.

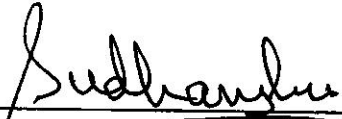
Article 14

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 NASSCOM COE-IOT and ICANN enjoy by virtue of other international agreements and national laws applicable to each.

IN WITNESS WHEREOF, the Parties hereto, each acting through their duly authorized representatives, have executed this MoU, with (2) original and equally valid counterparts, on the dates indicated below:

**FOR AND ON BEHALF OF NASSCOM CENTRE OF EXCELLENCE FOR INTERNET OF THINGS
(NASSCOM COE-IOT)**



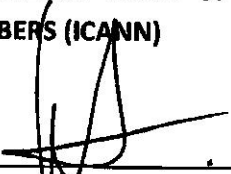
Name **Sudhanshu Mittal** -

Title Directory - Industry 4.0

Date: 26 June 2018

Place: Bengaluru - Karnataka

**FOR AND ON BEHALF OF THE INTERNET CORPORATION FOR ASSIGNED NAMES AND
NUMBERS (ICANN)**



Name **Göran Marby**

Title President and CEO

Date: 25 June 2018

Place: Panama City - Panama