

**MEMORANDUM OF UNDERSTANDING
BETWEEN MULTILINGUAL INTERNET NAMES CONSORTIUM
AND
ARABIC INTERNET NAMES CONSORTIUM**

This Memorandum of Understanding is made on the 31st day of March, 2001

Between

Multilingual Internet Names Consortium
(Hereinafter referred to as "MINC")

And

Arabic Internet Names Consortium
(Hereinafter referred to as "AINC")

Hereinafter jointly referred to as "the Parties" and singularly as "Party".

Whereas AINC is the only international IT organization of global reach dedicated to the promotion of the Arabic language in Internet Domain Names, committed to achieving representation of all major Arabic speaking communities world-wide, and is widely recognized as eminently qualified and well positioned to be an authoritative source in all matters pertaining to Arabic Internet Names, in recognition of the key proactive role played by the Arabic Language Working Group and the Secretariat of MINC in the founding and inception of AINC,

And

Whereas MINC is the international organization dedicated to the internationalization of the Internet names systems, including multilingual Internet domain names, and MINC is the only international organization of global reach that aims to promote and enable and co-ordinate the adoption of multilingual domain names and multilingual keywords and such like in all languages including in this instance, the Arabic Language,

The Parties agree to promote the joint development activities of mutual interest in accordance with their respective needs and objectives, and shall, by joint agreement, determine the areas and subject of such cooperation, on the basis of the following understanding. This Memorandum of Understanding (hereinafter called "MOU") sets out the understanding of the Parties' collaboration.

1. AREAS OF CO-OPERATION

The Parties agree to co-operate in the following relevant areas:

1.1 Mutual recognition of the existence of the other party and mutually endorse the authority of each other in the realm of their charter and expertise.

1.2 A Party will refer to the other for their authoritative decisions on all matters pertaining to Arabic Internet Names, including Internet Domain Names in the Arabic language.

1.3 Both parties will work towards enabling Arabic Internet domain names for all countries where Arabic language gTLDs and Arabic Language ccTLDs might be appropriate for business, e-commerce, education, research, and any other activity in the form of, but not limited to, joint committees, joint working groups, and joint meetings.

1.4 AINC will recognize the authority of MINC in all matters pertaining to multilingual internet names, and that in return, MINC will defer to the decisions of AINC in the area of their expertise, namely in the creation and maintenance of gTLDs and ccTLDs codes and encodings.

1.5 Both Parties will jointly make unified representation to the appropriate organizations where necessary to facilitate the deployment of multilingual internet domain names in their areas of constituency and in the geographical locality of their constituent members.

1.6 A joint AINC-MINC working group will be established to pave the way for achieving a stable, appropriate, and viable agreement between MINC and AINC in the following areas:

- a. Internet Domain Names registration in Arabic language codes and encoding.
- b. Internet Domain names registry.

2. ARRANGEMENTS AND FUNDING

2.1 To implement the collaborative activities envisaged under the MOU, representatives of the Parties may meet periodically to negotiate and conclude specific project agreements and programs of cooperation, including their financing with each other and with other parties provided that neither of the Parties shall have the power to bind any other party without such other's consent in writing thereto.

2.2 The financial arrangement relating to each project agreement and program of cooperation will be in accordance with the specific agreement and program of cooperation covering each project. The Parties agree that in the absence of any specific agreement to the contrary, all expenses, including but not limited to, salary, travel, living, and allied costs relating to the Project shall be borne by the party whom incurs such expenses.

2.3 Any such arrangements shall be in accordance with the Memorandum and Articles of Association of MINC and the AINC.

3. MANAGEMENT COMMITTEE

The Parties will appoint a liaison officer and liaison representative at the appropriate level of their respective organizations, so as to allow regular open communication and dialogue. The representatives of the Parties can meet as and when necessary to review progress in the implementation of the agreed arrangements, define new areas and programs of cooperation as well as discuss matters related to the MOU.

4. INTELLECTUAL PROPERTY, INVENTIONS, AND INNOVATIONS

The terms with respect to title to and exploitation of intellectual property (including trademarks and service marks, copyrights, patents designs, and confidential information on the subject of such intellectual property, inventions, and innovations) will be negotiated on a project by project basis in the specific project agreements and programs of cooperation referred to in Article 1.

5. PUBLICATION OF ARTICLES

The Parties may, with the written consent of the other party, such consent not to be unreasonably withheld, publish the findings of the collaborative activities of the Parties in the form of an article in a journal, newspaper, or other magazine, provided that where the Parties have decided that an application for registration of a trademark, service mark, or design or an application for a patent will be made, such an article shall not be published until the said application has been made. A copy of the article shall be provided prior to publication to the Party whose written consent is required hereunder for the Party's perusal and written consent.

6. CONFIDENTIALITY

Neither of the Parties shall, at any time, disclose to any third party, any confidential information of the other Party, which is acquired in pursuant to this MOU without the prior written consent of the other Party, such consent not to be unreasonably withheld.

7. PRESENTATION TO THE PUBLIC

The Parties consent and authorize each other to identify and represent the MOU to the public in written publications, advertisements and mailings or by oral presentations as may seem appropriate.

8. AMENDMENTS

This MOU may be amended and supplemented in writing at any time as decided and agreed by mutual written consent of the Parties.

9. TERMS OF MOU

This MOU shall commence on the date of its execution by the Parties and shall remain in force for a period of two years. Either of the Parties may terminate this MOU by written notification to the party in writing of its desire to terminate. The termination of this MOU shall not affect the implementation of the projects or programs established under it prior to such termination. This MOU can be extended by agreement of both parties. The provisions of Article 6 shall survive termination of this MOU howsoever caused.

10. DISPUTE RESOLUTION

Any disputes arising under or in connection with this MOU shall be referred by the Parties to arbitration by a single arbitrator jointly appointed by the Parties. In the event that there is no agreement on the choice of arbitrator, an arbitrator shall be appointed according with the Arbitration Rules of the Singapore International Arbitration Centre.

11. NON-BINDING NATURE OF THIS MOU

Despite the statements and obligations expressed herein, this MOU is a non-binding expression of the current intentions of the Parties, and neither Party will incur nor be bound to any legal obligations or expense hereunder to the other Party until and unless definitive agreements have been negotiated, approved by the necessary management levels of each Party, and executed and delivered by authorized representatives of both Parties; provided always, the Parties agree that the provisions of Article 6 shall be binding.

IN WITNESS where of the parties hereto have caused this MOU to be duly executed and the day and year first above-mentioned.

Signed for and on behalf of
MULTILINGUAL INTERNET
NAMES CONSORTIUM

SIGNED for and on behalf of
ARABIC INTERNET NAMES
CONSORTIUM

YJ PARK
DEPUTY CHIEF EXECUTIVE OFFICER
MINC SECRETARIAT

TALAL ABU-GHAZALEH
CHAIRMAN OF AINC

In the presence of

In the presence of

JOHN DOUGLAS HAWKINS
BOARD MEMBER OF MINC

ASAAD ALNAJJAR
EXECUTIVE DIRECTOR OF AINC