

Република България  
МИНИСТЕРСТВО НА ТРАНСПОРТА,  
ИНФОРМАЦИОННИТЕ ТЕХНОЛОГИИ И СЪОБЩЕНИЯТА



## **MEMORANDUM OF UNDERSTANDING**

*between the*

**MINISTRY OF TRANSPORT, INFORMATION TECHNOLOGY AND  
COMMUNICATIONS OF THE REPUBLIC OF BULGARIA**

*and the*

**INTERNET CORPORATION FOR ASSIGNED NAMES AND NUMBERS**

**MEMORANDUM OF UNDERSTANDING**

*between the*

**MINISTRY OF TRANSPORT, INFORMATION TECHNOLOGY AND COMMUNICATIONS OF  
THE REPUBLIC OF BULGARIA**

*and the*

**INTERNET CORPORATION FOR ASSIGNED NAMES AND NUMBERS**

- WHEREAS** the **Ministry of Transport, Information Technology and Communications of the Republic of Bulgaria (MTITC)** is the specialised government body, which executes governmental policy in the field of electronic communication, and in the field of information society, with its head office located at 9 Diakon Ignatii str., Sofia 1000, Bulgaria;
- WHEREAS** the **Minister of Transport, Information Technology and Communications** prepares and introduces to the Council of Ministers policies, strategies, plans, and programs in the field of electronic communication, and in the field of information society;
- WHEREAS** the **Minister** represents the Republic of Bulgaria at international organizations in the field of electronic communication, and in the field of information society;
- WHEREAS** the **Internet Corporation for Assigned Names and Numbers** is 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**);
- WHEREAS** **ICANN** has operational hub offices located in Los Angeles, Istanbul and Singapore. As a global multi-stakeholder organization, **ICANN** facilitates the security, stability and resiliency of the Internet's unique identifier systems through coordination and collaboration; and
- WHEREAS** the community expects **ICANN**, as a global organization, to perform its role in an open, accountable and transparent manner, and inclusive of the diversity of stakeholders in the greater Internet ecosystem.
- 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 two-way 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.

**CONVINCED** that the cooperation between the Parties shall support the maintaining and improving the existing Internet-related public policies in Bulgaria, and in these efforts MTITC is looking towards cooperation and coordination with the broader Internet community, in the country and around the globe.

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

### **Article (1)**

#### **Objectives**

This MOU aims at continuing the coordination between the Parties, especially in the areas of developing the Domain Name industry, promoting the multi-stakeholder model of Internet Governance at the national, regional and global levels, and cybersecurity.

### **Article (2)**

#### **Nature of Commitments**

This MOU is but an expression statement of the mutual intentions for cooperation of the Parties. The execution of any specific activities or projects under this MOU will require the signing of a separate and formal agreement between the Parties documenting the relevant activity or project and outlining each party's obligations thereto.

### **Article (3)**

#### **Scope of Cooperation:**

The Parties' cooperation hereunder shall include:

1. Supporting the development of the Internet Domain Name industry in Europe;
2. Raising awareness about ICANN's mission and coordinate to strengthen participation by European stakeholders in the different constituencies of ICANN;
3. Supporting the global multi-stakeholder Internet Governance model, and strive to develop multi-stakeholder mechanisms at national and regional levels; and

4. Cooperation and coordination of efforts in ensuring the security, stability and resilience of the domain name system.

**Article (4)**

**Financial Commitments**

This MOU shall not cause any financial obligations on any one of the Parties hereto.

**Article (5)**

**Relationship Between the Parties**

The Parties hereto are independent and separate entities. Neither is a partner, agent or employee of the other. Neither party shall have authority to make any statements, representations or commitments of any kind, or to take any action that shall be binding on the other party.

**Article (6)**

**Confidentiality**

Under the provisions of this Memorandum of Understanding neither Party shall be entitled to receive any right, title, or interest in, or any license or right to use, any of the other Party's confidential information, copyright or trademark or other intellectual or industrial property rights, unless otherwise agreed to between the Parties in writing.

**Article (7)**

**Channels of Communication**

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: Jean-Jacques Sahel, Vice President, Stakeholder Engagement, Europe

6 Rond Point Schuman, Bt. 1  
Brussels B-1040 Belgium  
Phone: +32 2 894 7400  
Email: [jean-jacques.sahel@icann.org](mailto:jean-jacques.sahel@icann.org)

For MTITC

Attn: Minister of Transport, Information Technology and Communications

9 Diakon Ignatii Str.

Sofia 1000, Bulgaria

Email: [mail@mtitc.government.bg](mailto:mail@mtitc.government.bg)

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

#### **Article (8)**

#### **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 (9)**

#### **Amendments**

This MOU may be amended with the written consent of both Parties. Any such amendment shall form an integral part of this MOU.

#### **Article (10)**

#### **Duration**

This MOU shall enter into force on the date of its signature by both parties and remains in effect unless terminated by either Party sending an advance written notice to the other. It shall terminate twenty (20) days after the date of receipt of such notice.

WHEREOF, the Parties hereto, each acting through its duly authorized representative, have executed this MOU in two (2) originals in the English language, each of which being equally authentic, this 10 day of October, 2014.

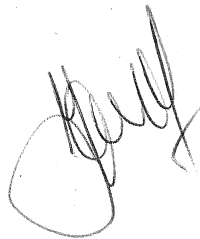
**MTITC**

**ICANN**

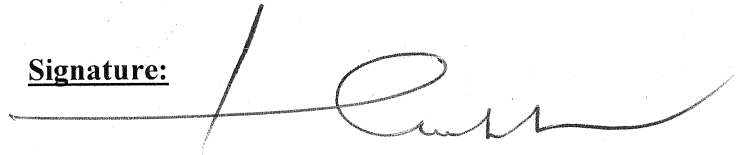
**The Ministry of Transport, Information  
Technology and Communications  
(MTITC)**

**The Internet Corporation for Assigned  
Names and Numbers (ICANN)**

**Signature:**



**Signature:**



**Printed  
Name:**

Nikolina Angelkova

**Printed Name:** Fadi Chehadé

**Printed Title:**

Minister of Transport,  
Information Technology  
and Communications

**Printed Title:** ICANN President and  
CEO