

**CHAIR'S CONSOLIDATED DISCUSSION DRAFT  
SAN JUAN, PUERTO RICO | JUNE 2007**

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**Background:** This document is intended to be a near final version of the Memorandum of Understanding Between ICANN and the North American Regional At Large Organization, suitable for discussion at the ICANN meetings in San Juan, 23 June-30 June, 2007. The basis for this document is the most current draft on the ICANNWiki ([http://www.icannwiki.org/NA\\_RALO\\_MOU](http://www.icannwiki.org/NA_RALO_MOU)) as of 22 June 2007. The line numbers, formatting, and footnotes in this document are intended to facilitate discussion and will be removed when the MOU is submitted to ICANN and the ALSs for signature. *Bret Fausett, Interim Chair, General Assembly of the North American RALO in formation.*

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**1. Purpose and scope.**

This Memorandum of Understanding ("MOU") defines an agreement between the Signing Organizations and the Internet Corporation for Assigned Names and Numbers ("ICANN"). The parties intend this agreement to establish and define the activities to be carried out by the North American Regional At-Large Large Organization and supported by ICANN for the benefit of the greater Internet community.<sup>1</sup>

**2. Definitions.**

**ALAC:** ICANN At-Large Advisory Committee. Signing Organizations – Organizations in the North American region certified by the ALAC as “At-Large Structures” that are signatories to this MOU.

**ALS:** At Large Structure. An organization certified by the ALAC according to published criteria and standards.

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<sup>1</sup> In earlier drafts, some participants supported language that would have made Internet users third-party beneficiaries of the MOU. On its review, ICANN struck that language as placing unacceptable litigation risks on the organization. While a majority of ALS representatives supported taking the clause out, as requested by ICANN, many voiced a desire to retain some language in the MOU about those the ALAC is intended to represent. To that end, as an accommodation to ICANN's concerns, I have deleted the problematic language in Section 6 of the Draft but added the final clause in this paragraph, “for the benefit of the greater Internet community,” as a general statement of purpose and as reminder that we are representing all users of the Internet not just those involved in our own organizations.

2 **ICANN:** Internet Corporation for Assigned Names and Numbers.

4 **NARALO:** North American Regional At-Large Organization.

6 **NARALO Operating Principles:** A document describing the principles and  
8 practices which the members of the North American Regional At-Large  
10 Organization have agreed will govern their processes and procedures. A copy of  
12 the NA Operating Principles, agreed and ratified by the member organizations on  
14 12 June 2007 is attached to this Memorandum of Understanding as Appendix "A."

16 **North American Region:** Countries recognized by ICANN as being in this  
18 geographic region. A copy of ICANN's geographic regions, in effect as of the date  
20 of Execution of this Memorandum of Understanding, is attached as Appendix "B."  
22 If ICANN updates or revises its geographic regions in the future, the NARALO  
24 will recognize the new ICANN table of regions.

26 **Unaffiliated Individual:** An unaffiliated Individual is (for NARALO's purposes) a  
28 person subscribed to the NA-Discuss list who is not a voting delegate for an ALS,  
30 is not a member of another RALO either directly or indirectly and not part of  
32 ICANN staff.

### 33 **3. Composition of the NARALO.**

34 The NARALO shall be comprised of all At-Large Structures and Unaffiliated  
36 Individuals within the North American Region. All interested citizens or residents  
38 within the North American Region are welcomed to join as unaffiliated  
40 individuals, to join an ALS, to encourage their organization to apply for ALS  
42 certification or to form a new organization and apply for ALS certification.

To help ensure participation by any interested individual in the North American  
Region, the NARALO will encourage the formation and certification of additional  
At-Large Structures and their participation in the NARALO.

### 34 **4. Agreed Responsibilities of ICANN.**

36 ICANN agrees that during the term of this MOU it will work in conjunction with  
38 the NARALO to support At-Large activities within the North American Region,  
40 including:

- 42 a) Helping to inform individual Internet users in the North American Region  
about ICANN news, meetings, policy development activities, and  
opportunities for ICANN participation;

- 2 b) Helping to promote outreach activities in the community of individual  
4 Internet users in the North American Region to advance understanding of,  
and participation in, issues addressed by ICANN that affect individual  
Internet users;
- 6 c) Offering Internet-based mechanisms that enable discussions among  
8 members of At-Large structures in the Region and with those involved in  
ICANN decision-making, and encourage interested individuals to share  
their views on pending ICANN issues;
- 10 d) Providing the necessary resources to support NARALO activities and the  
12 NARALO Secretariat, subject to ICANN's annual operational and  
budgetary plans and processes;
- 14 e) Certifying, through the ALAC, groups of individual Internet users in the  
16 Region as At-Large Structures using the minimum criteria and certification  
process posted by the ALAC;
- 18 f) Assuring the availability of those policy and planning documents directly  
20 affecting the NARALO and the users of the North American region in the  
predominant and/or official languages of the region's countries, which at  
22 the time of Execution of this MOU are English, Spanish and French;
- 24 g) Subject to ICANN's budget constraints and organizational priorities, assist  
26 the NARALO whenever the NARALO decides to perform an impact  
analysis of ICANN's existing policies and/or proposed policy changes, by,  
among other things, providing technical and staff support for such work  
28 and announcing such efforts through ICANN's normal public relations  
channels.<sup>2</sup>
- 30 h) If the NARALO, ALSs, or individuals express formal concerns about any  
32 ICANN issue, and such concerns are raised with the ICANN Board and  
Staff in writing by a duly elected ALAC representative from North  
34 America, the ICANN Board, itself or by and through a designated  
representative, will endeavor to (i) acknowledge receipt of the concern;  
36 and, (ii) after consideration of the issue raised, express to such ALAC

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<sup>2</sup> Proposed language in the wiki included these two versions of what is now ¶4(g): (a) “Performing periodic impact analyses of existing policies and of proposed policy changes, sharing those with the RALO and general public, and taking account of the public impact in decision making”; and, (b) “Performing periodic impact analyses (similar to an environmental impact statement) of existing policies and of proposed policy changes, as those affect North American Internet users, subject to budgeting constraints and organisational priorities as developed in concert with all ICANN stakeholders.” The new language is intended to move the burden of conducting impact analyses from ICANN to the NARALO, but require ICANN to assist us with staff, technical and outreach support to the extent needed.

representative how the concern was addressed and/or accounted for in the Board’s decision-making process.<sup>3</sup>

**5. Agreed Responsibilities of the NARALO.**

The Signing Organizations agree that during the term of this MOU they will work in conjunction with ICANN to support At-Large activities within the North American Region, including:

- a) Helping to inform individual Internet users in the North American Region about ICANN news, meetings, policy development activities, and opportunities for ICANN participation;
- b) Helping to promote outreach activities in the community of individual Internet users in the North American Region to advance understanding of, and participation in, issues addressed by ICANN that affect individual Internet users;
- c) Offering Internet-based mechanisms that enable discussions among members of At-Large structures in the Region and with those involved in ICANN decision-making, and encouraging interested individuals to share their views on pending ICANN issues;
- d) Through the NARALO General Assembly, selecting two persons to serve on as members of the ALAC for such terms as are specified by ICANN’s by-laws. Selected individuals may be unaffiliated individuals or members of different At-Large Structures based in different countries in the North American region. To the maximum extent feasible, the selected individuals should represent the geographic and cultural diversity of the region. They will have the responsibilities described in the ICANN By Laws and the NARALO Operating Principles;
- e) Periodically reviewing the results of their cooperation under the MOU and, when appropriate, recommending improvements in the MOU;

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<sup>3</sup> Proposed language in the wiki included these two versions of what is now ¶4(h): (a) “Responding to public comments, whether directed through the ALS-RALO-ALAC pyramid or submitted directly”; and (b) “If the North American RALO, ALSs, or individuals express formal concerns about any ICANN issues, the ICANN Board must fully consider those concerns and clearly explain how it will address them to the same extent that the board communicates on the same issues and concerns to other ICANN stakeholders.” The purpose of this clause is to correct past problems with the ICANN Board’s lack of feedback to the ALAC in response to formal ALAC statements read at various ICANN Public Forums. The new language will require ICANN to acknowledge receipt of formal statements and explain how such statements were accounted for in deliberations.

- 2 f) Providing advice to the ICANN At Large Advisory Committee about the  
certification and, if necessary, decertification of different ALSs and the use  
4 of outreach and communication tool across the region.
- 6 g) Encouraging organizations to apply for ALS certification and assisting  
with such certification, including by: (i) reviewing ALS applications from  
8 organizations in North America upon submission to ICANN and  
recommending whether or not the organization should be certified as an  
10 ALS; (ii) providing NA ALS applicants with NARALO information and, if  
recommended by the NARALO for certification, provisional membership  
12 in the NARALO whilst the ALS application is under consideration by the  
ALAC; and, (iii) when ALS certification is verified by the ALAC for NA  
14 applicants, these applicants will be granted membership in the NARALO.
- 16 h) Determining the extent to which ALSs in the North American Region not a  
party to this Memorandum of Understanding must consent to be bound by  
its terms in order to participate in the governance and activities of the  
18 NARALO, and any procedure to be used to signify the same, as well as the  
procedure by which an ALS may revoke its consent once given.<sup>4</sup>  
20

## 22 **6. General Provisions.**

24 This Agreement requires the approval or ratification of the ICANN Board of  
Directors.

26 This MOU will remain in effect until either modified or cancelled by mutual  
consent of the Signing Organizations and ICANN.  
28

30 This Agreement will become effective when signed by all parties. The Agreement  
(will terminate on July 30th, 2010 but) may be amended at any time by mutual  
agreement of the parties in writing. Either party may terminate this Agreement by  
32 providing one hundred twenty (120) days written notice to the other party. In the  
event this Agreement is terminated, each party shall be solely responsible for the  
34 payment of any expenses it has incurred.

36 This document constitutes the entire agreement between the parties concerning its  
subject matter, and supersedes all prior written or oral agreements and discussions.  
38 All additions or modifications to this agreement must be made in writing and must  
be signed by authorized representatives of each party.  
40

42 Execution shall be on signature for the Signing Organisations. For ICANN,  
execution shall be contingent upon final approval by the ICANN Board following  
44 completion of the public comment period.

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<sup>4</sup> In this wiki, this language appeared under “General Provision” (Section 6) but was moved to this section because it was an obligation of the NARALO.

\* \* \* \* \*

2 IN WITNESS WHEREOF, this Memorandum of Understanding is executed as of  
4 this \_\_\_ day of June, 2007 by the undersigned, acting through their duly authorized  
6 representatives:

8 **NEED STANDARD SIGNATURE BLOCKS  
IN FORM USED BY ICANN FOR PREVIOUS MOUs.**

10 Internet Corporation For Assigned Names And Numbers

12 AFCN

14 Alberta Community Network Association (ACNA)

16 AmericaAtLarge

18 CAUCE Canada

20 CAUCE US

22 CLUE

24 Consumer Reports Webwatch

26 EFN

28 Intellectual Property & Technology

30 ISOC Puerto Rico

32 ISOC Québec

34 N-CAP

36 People Who

38 Privaterra

40 Telecommunities Canada

42 Web405

## APPENDIX A

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### **NORTH AMERICAN RALO OPERATING PRINCIPLES (Ratified 12 June 2007)**

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1. The North American Regional At-Large Organization (NARALO) promotes and assures the North American user participation in the ICANN policy development process. It is formed by the unaffiliated individuals subscribed to the NARALO discussion list and by those North American At-Large Structures (ALSs) accredited by the At-Large Advisory Committee (ALAC).
2. The NARALO will function as long as the Memorandum of Understanding between ICANN and the NARALO remains valid.
3. Participation to NARALO discussions is open to every user and group of users and their participation will be promoted.
4. The NARALO will be multilingual from its inception. Public documents will be produced in English and French.
5. The governance of the NARALO will be exercised by a General Assembly, formed by 2 representatives of each member ALS and 2 members from among the unaffiliated individuals. Each year the General Assembly shall elect a Chair and a Secretariat. Each member of the General Assembly shall be allowed to cast a vote. The election can take place by electronic mail, online balloting, written balloting, or any other means deemed convenient and accurate by the Secretariat. The Chair shall act as moderator and facilitator of the work of the NARALO. The Chair shall be empowered to issue Calls for Statements of Interest for service on the ALAC and to sign and receive any official correspondence to and from ICANN or the At-Large Structures. The Chair and Secretariat shall be ineligible to serve on the ALAC or ICANN's Nominating Committee in any year in which they serve for NARALO.
6. The General Assembly will be able to set up ad-hoc Task Forces to deal with specific issues.

7. The General Assembly and its Chair will be supported by a Secretariat. The role of the Secretariat could be exercised by a person or an organization, as long as they fulfill the language requirements.
8. The Secretariat will have administrative and informative functions. It will be responsible for maintaining a working communications system and for ensuring the information flux about the issues under discussion between the NARALO participants. The person(s) fulfilling the function of Secretariat to the NARALO shall be ineligible to simultaneously serve as the Chair of the General Assembly.
9. The NARALO will chose two (2) persons to serve as members of the At-Large Advisory Committee (ALAC), in the terms that are specified in the ICANN By Laws. The candidates shall be unaffiliated individuals or members of different ALSs and must live in the region. Selected members will have the responsibilities described in the ICANN Bylaws and the RALO documents.
10. These members will serve for terms of two (2) years at most and may not serve more than two consecutive terms. Each new ALAC member selected by the NARALO will be seated at the close of ICANN's annual meeting. ALAC members filling a vacancy will be seated immediately following their nomination. The first chosen ALAC members will serve one (1) and two (2) years respectively, to allow for the yearly selection of one ALAC member, and they will be seated at the ICANN meeting where the MOU between ICANN and the NARALO is signed. If the first chosen ALAC members cannot agree between themselves on the length of their respective terms, a draw will determine which individual serves for one (1) and two (2) years.
11. At least once a year, on or before the First of July, or whenever a vacancy arises, the NARALO shall issue a call for Statements of Interest from members of the North American Internet community to serve on the ALAC. The call for Statements of Interest shall be open for at least 30 days. New ALAC members will be selected and announced sufficiently in advance of ICANN's annual meeting to allow them to be seated as required by Paragraph 10.
12. After the close of the period for submission of Statements of Interest, the NARALO shall convene its General Assembly to select its member(s) for the ALAC. Selection of the ALAC should be made through a "rough consensus" process. "Rough consensus" does not require that all participants agree although this is, of course, preferred. In general, the dominant view of the NARALO shall prevail. (However, it must be noted that "dominance" is not to be determined on the basis of volume or persistence, but rather a more general sense of agreement.) Consensus can be determined by electronic

mail, online balloting, written balloting, or any other means deemed convenient and accurate by the Secretariat. Note that 51% of the NARALO does not qualify as "rough consensus" and 99% is better than rough. It is up to the Chair of the General Assembly to determine if rough consensus has been reached. (This definition of "rough consensus" is substantially similar to that found in paragraph 3.3 of RFC 2418).

13. In the event that the Chair determines that rough consensus does not exist for the selection of one or more candidates for ALAC seats, the General Assembly will vote. In the event of a tie, the Chair will cast an extra vote.
14. Rough consensus, as determined by the Chair, will generally be used within the NARALO to manage its current affairs (e.g. producing recommendations to ICANN).
15. These Operating Principles will take effect when adopted by not less than 70% of the active North American At-Large Structures. They may be amended at any time by an affirmative vote of not less than 70% of active North American At-Large Structures.
16. When an ALS does not vote in 3 consecutive NARALO elections or does not contribute a comment on ICANN policy through collaboration on the NARALO discussion list in 12 consecutive months, it automatically loses its voting rights and active status within the NARALO. The ALS may regain its voting rights and active status if within the next year it votes or participates to online discussions, otherwise the Chair will submit to ALAC a request for de-certification of that ALS.
17. The 2 members from among the unaffiliated individuals who serve as representatives to the NARALO General Assembly must meet the following criteria:
  - be subscribed to the NA-Discuss list,
  - be a permanent resident of one of the countries/territories in the North American region as defined by ICANN,
  - not be a member of a certified ALS,
  - not be the Chair of NARALO, nor part of its Secretariat,
  - not be employed by or have direct financial interest in an ICANN contractual partner registry or registrar.
18. The 2 members from among the unaffiliated individuals who serve as representatives to the NARALO General Assembly must meet the following criteria The unaffiliated individuals participating on the NA-Discuss list will be responsible for selecting their 2 representatives to the General Assembly. Selection of a new representative of the unaffiliated individuals will occur whenever a new ALAC member is selected by the General Assembly.

19. Participation to NARALO affairs and discussions implies agreement with the NARALO Code of Conduct.

**APPENDIX A**

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**ICANN GEOGRAPHIC REGIONS**

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Insert Copy of Table at

<http://www.icann.org/montreal/geo-regions-topic.htm>