

**MEMORANDUM OF UNDERSTANDING**  
**between**  
**The Ministry of Communications Ghana**  
**And**  
**The World Wide Web Foundation**

This Memorandum of Understanding (MOU) is entered into this 18th day of October, 2013. THE MINISTRY OF COMMUNICATIONS of GHANA, an agency of the Government of the Republic of Ghana and having its principal place of business at the Ministerial Enclave in Accra, Ghana, P.O. Box M38, Accra (hereinafter referred to as "MOC") of the one part and the WORLD WIDE WEB FOUNDATION (hereinafter referred to as "WWWF") of the other part.

**I. Purpose**

- A. MOC and WWWF share the common goal of supporting the promotion and activities of the Alliance for Affordable Internet, a multi-stakeholder coalition to advance the shared aim of affordable access to both mobile and fixed-line Internet in developing countries, including Ghana.
- B. For this reason, MoC and WWWF (individually, "the Participant"; collectively, "the Participants") enter into this non-binding MOU reflecting their intention to combine efforts to collaborate and promote the activities and goals of the Alliance for Affordable Internet (hereinafter referred to as the Alliance).
- C. The purpose of this MOU is to set forth the understandings and intentions of the Participants with regard to their shared objectives and responsibilities.
- D. The Participants are entering into this MOU while maintaining their own separate and unique missions and mandates.

**II. Objectives, Roles, and Responsibilities**

- A. This MOU provides for a broad-based core alliance between the Participants. It reflects a shared value and focus for seeking joint collaboration opportunities within each Participant's respective vision, mission, and program focus within the context of promoting access to affordable Internet services in Ghana.
- B. WWWF, which has no formal relationship with the MOC, and is not subject to the control or direction of the MOC within the scope of this MOU, intends, at its own cost, to:
  - 1. Act as Secretariat of the Alliance for Affordable Internet (A4AI). In this capacity, the WWWF intends to provide core administrative functions, including hiring key staff, commissioning research, managing partner relationships and communications, cultivating additional partners, fundraising and building/hosting a website.
  - 2. Recruit new Alliance members from Industry and among NGOs working on issues related to Internet access, including in Ghana.

3. Convene an advisory council to review priorities and activities of the Alliance to ensure they are in keeping with, and meet, the needs of Ghana and the Alliance's other countries of engagement. This council provides direction to the Alliance to ensure alignment with strategic objectives.

4. Work closely with the MoC to establish a national coalition of stakeholders to work together to deliberate on policy and regulatory conditions that will lead to affordable Internet access in Ghana.

C. The MOC intends to:

1. Represent the Government of Ghana as a member of the Alliance.
2. Support Alliance promotion of Policy and Regulatory Best Practice Recommendations across developing countries.
3. Engage through government channels and relationships to promote and support Alliance activities to expand access to affordable Internet services in Ghana.
4. Act as the focal point for coordination and engagement with other relevant Government bodies and institutions, such as the National Communications Authority (NCA), the National Information Technology Agency (NITA), Ghana Investment for Fund for Electronic Communications (GIFEC), universities, as well as other Ministries and agencies.

**V. Proposed Activities under this MOU**

The specific activities will be determined by the Participants based on an analysis of the current needs and priority areas in Ghana. Such activities may include, for example, the development of a national coalition around policy and regulatory issues; organization of meetings, seminars and workshops among ICT stakeholders to build consensus around key areas and policy decisions; the development of policy advocacy plans to address constraints to affordability; and the active participation in Alliance research activities (including data collection, surveys, development of case studies).

**VI. Benefits to Country Participant**

Some benefits expected as a result of the activities to be undertaken under this MOU include, but are not limited to:

- Increased constructive dialogue among sector stakeholders across public, private and civil society.
- Robust policy and regulatory tools and instruments that are characterized by demand driven content and, as a result, strong stakeholder ownership.
- The Alliance's support with the establishment of coalitions focused on developing advocacy plans that aim at creating the conditions for the development and implementation of policy and regulatory reforms that focus on achieving Internet affordability.

- Participation in and access to research and evidence on policy and regulatory best practices to inform decision-making and guide the development and implementation of policy and regulatory frameworks and plans.

## **VII. Dispute Resolution**

In the unlikely event of a disagreement under this MOU, the Participants will negotiate to resolve the disagreement in good faith. If negotiations are unsuccessful, the Participants will utilize Alternative Dispute Resolution mechanisms.

## **VIII. Publicity**

The Participants intend to work together and coordinate appropriate publicity in support of the Alliance and its activities, and ICT developments in Ghana that can be attributed wholly, or in part, to the Participants efforts and activities under this MoU. They propose, among other things, that a press release be created for publication announcing the signing of this MOU and subsequent projects. Any communications and/or press releases referencing the Alliance, MOC or this MOU must be approved in writing by both Participants.

## **IX. Designated Points of Contact**

It is necessary to assign a focal point of contact for the implementation of the activities under this MOU. The primary points of contact and liaison for each Participant to this MOU are as follows:

The MoC:

The Chief Director  
Ministry of Communications (MoC)  
P.O. Box M38  
Accra Ghana

WWWF:

Sonia Jorge, Executive Director  
A4AI, World Wide Web Foundation  
1889 F Street NW  
Washington, D.C. 20006  
USA

## **X. Commencement, Duration, and Termination**

This MOU applies from the date of signature by both Participants until the earlier of either the completion of the Alliance goals described above or a period of three (3) years. However, both Participants may determine jointly to extend the duration beyond three years, and should reflect any such determination in writing. In addition, this MOU may be amended by mutual arrangement in writing. Either Participant may discontinue its participation in this MOU at any



time upon advance written notice to the other, with cooperation ceasing upon the date set forth in such written notice.

**XI. Funding & Legal Effect**

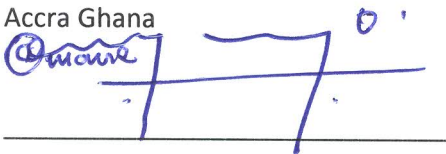
The Participants specifically acknowledge that this MOU is not an obligation of funds, nor does it constitute a legally binding commitment by either Participant or create any rights in any third party.

Nothing in this MOU shall be construed as superseding or interfering in any way with other agreements or contracts entered into either prior to or subsequent to the signing of this MOU.

This MOU is intended to be implemented consistent with applicable law and is subject to the availability of appropriations.

**For the Ministry of Communications  
of Ghana**

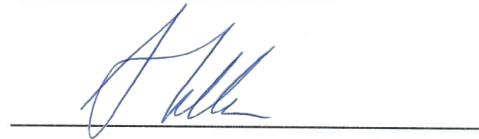
Minister of Communication  
Dr Edward K. Omane Boamah  
Ministry of Communications (MoC)  
P.O. Box M38  
Accra Ghana



Date: 18/10/13

**For the World Wide Web Foundation**

Anne Jellema  
CEO  
WWWF  
[www.webfoundation.org](http://www.webfoundation.org)



Date: