

MEMORANDUM OF UNDERSTANDING

Between:

THE MYANMAR COMPUTER FEDERATION, established in 1998 by the promulgation of "Computer Science Development Law" of 1996, by the Union Government of Myanmar, having its head office at 1/1 Myanmar ICT Park, Yangon, YGN 11052, Myanmar (hereinafter referred to as the '**MCF**' or 'Party A' which expression shall include its successors and authorized assigns), as the representative of the Ministry of Communications and Information Technology and represented by its President, DrU KhunOo.

And

THE WORLD WIDE WEB FOUNDATION, a non-profit organization, having its head office at 1110 Vermont Avenue, Suite 500, NW, Washington DC 20005 (hereinafter referred to as '**WWWF**' or 'Party B' which expression shall include its successors and authorized assigns), and is represented by the Chief Executive Officer, Ms. Anne Jellema.

Whereas:

- a) The World Wide Web Foundation ("**WWWF**") expressed interest in supporting the launch, 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 Myanmar;
- b) For this reason, the Myanmar Computer Federation (**MCF**), on behalf of the Ministry of Communications and Information Technology (MCIT) and the multi-stakeholders in Myanmar; and, the **WWWF** (collectively, Participants) enter into this non-binding Memorandum of Understanding ("MOU") reflecting their intention of the Ministry of Communication and Information Technology to combine efforts to collaborate and promote the activities and goals of the Alliance for Affordable Internet (hereafter 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. The Participants are entering into this MOU while maintaining their own separate and unique missions and mandates; and,

1 OBJECTIVE

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 organization's respective vision, mission, and program focus within the context of promoting access to affordable Internet services in Myanmar.

2 DURATION

This MOU applies from the date of signature by the Parties until the earlier of either the completion of the Alliance goals described above or a period of three (3) years. However, the Parties may determine jointly to extend the duration beyond three years, and should reflect any such determination in writing.

3 FINANCING

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

4 WWWF Responsibilities

WWWF, which has no formal relationship with the MCF, and is not subject to the control or direction of MCF within the scope of this partnership, intends, at its own cost, to:

- a) 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.
- b) Recruit new Alliance members from Industry and among NGOs working on issues related to Internet access, including in Myanmar.
- c) Convene an advisory council to review priorities and activities of the Alliance. This council provides direction to the Alliance to ensure alignment with strategic objectives.
- d) Work closely with MCF to establish a national coalition of stakeholders to work together to create the policy and regulatory conditions that will lead to affordable Internet access in Myanmar.

5 MCF Responsibilities

MCF within the scope of this partnership, intends, at its own cost, to:

- a) Represent the Government of the Republic of the Union of Myanmar as a member of the Alliance.
- b) Host and lead the A4AI's national secretariat in Myanmar by offering office facilities in support of WWWF's intent
- c) Support the Alliance in promoting Policy and Regulatory Best Practice Recommendations across developing countries.
- d) Engage through government channels and relationships to promote and support Alliance activities to expand access to affordable Internet services in Myanmar.

6 PROPOSED ACTIVITIES

- 6.1 The specific activities will be determined by the Parties based on an analysis of the current needs and priority areas in the country.
- 6.2 On an annual basis, the Parties will agree on an Activity Plan which may be altered as agreed by all Parties.

7 BENEFITS FOR PARTICIPANT COUNTRY

Some benefits expected as a result of this MOU include, but are not limited to:

- a) The support of the Alliance through in-country engagement, which will lead to increased constructive dialogue among sector stakeholders across public, private and civil society.
- b) Robust policy and regulatory tools and instruments that are characterized by demand driven content and, as a result, strong stakeholder ownership.
- c) 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 reform that focuses on achieving Internet affordability.
- d) Participation in and access to research and evidence on policy and regulatory best practices to inform decision-making and guide the implementation of policy and regulatory frameworks and plans.

8 PUBLICITY

The Participants intend to work together and coordinate appropriate publicity in support of the Alliance and its activities. Any communications and/or press releases referencing the Alliance or this MOU must be approved in writing by both Participants.

9 ALTERATIONS

This MOU may be amended by mutual arrangement in writing. Either Party may discontinue its participation in this MOU at any time upon advance written notice to the others, with cooperation ceasing upon the date set forth in such written notice.

10 CONFLICT RESOLUTION

In the event of a disagreement under this MOU, the Participants intend to negotiate to resolve the disagreement in good faith.

11 EXECUTION

Under the present memorandum, MCIT and WWWF indicate, and the Myanmar Computer Federation (MCF) undertakes to execute all activities hereby decided. MCF has the responsibility to report on a quarterly basis to MCIT and WWWF.

12 MEMBERSHIP FOR THE ALLIANCE

The present Memorandum does not constitute sufficient basis for Alliance membership.

13 OPERATORS AND OTHER INSTITUTIONS

The present Memorandum is not binding on any operator (of mobile internet or telephony) in Myanmar or any other institutions.

14 OMISSIONS

In all the omissions, the laws in force in the Republic of the Union of Myanmar shall apply.

This Memorandum of Understanding is made in three copies of equal value and content in the English language.

For Myanmar Computer Federation

Khun Oo
(President)



For and on behalf of the World Wide Web Foundation

Sónia Jorge
Executive Director, Alliance for Affordable Internet



**Witnessed by
Ministry of Communication and Information Technology**



Hon'ble U Thaung Tin
(Honorable Deputy Minister)

26 March 2015

ANNEXURE 1

Designated Points of Contacts

Ministry of Communication and Information Technology

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