

MEMORANDUM OF UNDERSTANDING
between
the MINISTRY OF COMMUNICATIONS
and
the World Wide Web Foundation

This Memorandum of Understanding (MOU) is entered into this 5th day of september, 2017. The Ministry of Communications, a department of the Government of the Republic of Ghana and having its principal place of business at 5th & 6th Floors, MOC Office Complex, Abdul Diof Road, Ridge, Accra, 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. The 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 universal access to both mobile and fixed-line Internet in developing countries, including Ghana.
- B. For this reason, the 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 (A4AI) (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 mission 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 organization's respective vision, mission, and program focus within the context of promoting universal 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 Government of Ghana within the scope of this partnership, 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. 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 member of the Alliance.
2. Support the Alliance promotion of Policy and Regulatory Good Practice Recommendations across developing countries.
3. Engage through government channels and relationships to promote and support Alliance activities to expand universal 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 Agency (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 the country. Such activities may include, for example, support Alliance's Coalition in Ghana as a policy dialogue and capacity building platform; organization of meetings, seminars and workshops among ICT stakeholders to build knowledge and 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 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 a national coalition focused on developing advocacy plans that aim at creating the conditions for the implementation of policy and regulatory reform that focuses on achieving Internet affordability.
- Participation in and access to research and evidence on policy and regulatory good practices to inform decision-making and guide the 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. 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 e-mail for each Participant to this MOU are as follows:

The MOC:

Honourable Minister
 Mrs. Ursula Dwohenu-Ekufu
 Ministry of Communications (MOC)
 5th & 6th Floors, MOC Office Complex
 Abdul Dief Road, Accra, Ghana
www@moc.gov.gh

WWWF:

Sonia Jorge, Executive Director
 AAAI, World Wide Web Foundation
 1110 Vermont Ave. NW, Suite 500
 Washington, D.C. 20005
 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 laws and is subject to the availability of appropriations.

**For the Ministry of Communications
Of Ghana**

Honourable Minister
Mrs. Ursula Owusu-Ekuful
Ministry of Communications (MOC)
5th & 6th Floors, MOC Office Complex,
Abdul Diof Road, Accra, Ghana
www.moc.gov.gh



Date: 05/09/2017

Witness: 

KWASI AGYEI TABI
Name

05/09/2017
Date

For the World Wide Web Foundation

Sonia Jorge, Executive Director
Alliance for Affordable Internet, WWWF
1110 Vermont Ave. NW, Suite 500
Washington D.C. 20005
USA
www.webfoundation.org



Date: 5 Sept 2017

Witness: 

Onica N. Makwakwa
Name

5 September 2017
Date