

MEMORANDUM OF UNDERSTANDING
between
the Ministry of Communication Technology of the Federal Republic of Nigeria
and
the World Wide Web Foundation

I. Purpose

The Ministry of Communication Technology (MCT) of the Federal Republic of Nigeria and the World Wide Web Foundation ("WWWF") share the common goal of 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 Nigeria. For this reason, the MCT and WWWF (individually, "the Participant"; collectively, "the Participants") enter into this non-binding Memorandum of Understanding ("MOU") reflecting their intention to combine efforts to collaborate and promote the activities and goals of the Alliance for Affordable Internet (hereafter the Alliance). 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.

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 access to affordable Internet services in Nigeria.

B. WWWF, which has no formal relationship with the MCT or the Government of Nigeria, and is not subject to the control or direction of the MCT or the Government of Nigeria 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 Nigeria.
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 Government of Nigeria 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 Nigeria.

C. The MCT intends to:

1. Represent the Government of Nigeria 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 Nigeria.
4. Act as the focal point for coordination and engagement with other relevant Government bodies and institutions, such as the National Communications Commission (NCC), the National Information Technology Development Agency (NITDA), the Federal Ministry of Education, as well as other Ministries or relevant government 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, 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).

The Participants agreed to collaborate on the following projects:

1. Research project around Internet affordability, to address/identify such items as:
 - percentage of monthly income that goes to paying for the Internet and policy actions that can redress any obvious imbalances
 - what sectors of the population these imbalances are affecting
 - disaggregated data along gender lines
2. Update and revisions to the Broadband Plan
 - recommendations for review period to refresh the National Broadband Plan – 2013 / 2018
 - recommendations for methodology to do this

VI. Benefits to Country Participant

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

- The support of the Alliance through in-country engagement, which will lead to increased dialogue among sector stakeholders across public, private and civil society.
- 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 focuses 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


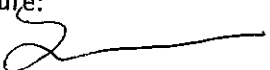



1. This MOU and any matters related thereto shall be governed, controlled, interpreted and defined by and under the laws of Nigeria, without regard to the conflicts of law's provisions thereof. The United Nations Convention on Contracts for the International Sale of Goods shall not apply. The parties shall use their best efforts to resolve any disputes and/or outstanding issues by consultation or negotiation between the parties, or, in the event of a failure to resolve such disputes and/or outstanding issues by consultation or negotiation, by mediation, which shall be facilitated by an independent mediator selected by mutual agreement by the parties.

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 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:

<p>For and on behalf of the Federal Ministry of Communication Technology, Nigeria Mrs. Omobola Johnson Honorable Minister Signature:  Date: 9/10/13 Place: ABUJA</p>	<p>For and on behalf of WWWF A4AI, World Wide Web Foundation Washington, DC 20006 Sonia Jorge, Executive Director Signature:  Date: 9/10/13 Place: Abuja</p>
<p>for Dr. Henry Akpan  Designation: Permanent Secretary, Ministry of Communication Technology Signature:  Date: 9th Oct, 2013 Place: ABUJA, NIGERIA</p>	<p>WITNESS Name: Jennifer Haron Designation: Signature:  Date: 9/10/13 Place: Abuja</p>

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. Participants intend to review this MOU annually.

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 Federal Ministry of Communications Technology
Of Nigeria**

Honorable Minister of Communication
Technology
Mrs. Omobola Johnson
Federal Secretariat Complex
Phase I, Annex III, Shehu Shagari Way
Abuja, Nigeria
<http://commtech.gov.ng>

Date: October 1, 2013

For the World Wide Web Foundation

Ms. Anne Jellema
CEO, WWWF
1889 F Street NW
Washington, DC 20006
USA

www.webfoundation.org

Date: October 1, 2013