

Memorandum of Understanding

Between

Internet2®

And

CLARA

TITLE

Memorandum of Understanding between Internet2® and Cooperación Latino Americana de Redes Avanzadas – CLARA -- to jointly collaborate on the development of next-generation Internet technologies and applications.

PARTIES TO THE MEMORANDUM

Internet2, incorporated under the name “the University Corporation for Advanced Internet Development”, a nonprofit District of Columbia corporation exempt from U.S. federal income taxes as an organization described in Section 501(c)(3) of the Internal Revenue Code, is a consortium of American research universities. Internet2's goals are to facilitate and coordinate the development, deployment, operation and technology transfer of advanced network based applications and network services to further US leadership in research and higher education and accelerate the availability of new services and applications on the Internet.

CLARA, the Cooperación Latino Americana de Redes Avanzadas is a nonprofit association of Latin American and Caribbean (LAC) National Research and Education Networks established in Uruguay as a non governmental organization aimed at foster research and education networking initiatives in LAC and plan, develop and implement the regional network interconnection for collaboration and communications through advanced services and applications for research and education.

RECITALS

Whereas

1. Internet2 in furtherance of its charitable, educational, and scientific research purposes, leads and coordinates advanced networking through such activities as applications development, network engineering, and collaborations with federal R&D agencies and the telecommunications and network equipment industries.
2. CLARA on behalf of its members coordinates efforts on research and education networking in Latin America and Caribbean as well as other regional similar initiatives, national and multinational development agencies and companies in order to support of advanced networking services needed to promote the regional scientific, technological and cultural progress.
3. Internet2 and CLARA wish to further promote their respective objectives by providing for appropriate collaborations and interconnections among their member institutions.

AGREEMENT

Now, therefore Internet2 and CLARA agree to the following principles:

1. To provide appropriate interconnection between parties' members and networks for the purpose of development and pre-commercial testing and use of advanced research and education applications; that in doing so, will strengthen the development of National Research and Education Networks

and the CLARA regional backbone network in Latin America;

2. That, in furtherance of these goals Internet2 and CLARA agree to jointly monitor and employ technology or other tools to ensure that advanced networking traffic between their respective institutions is not disabled by congestion from commodity-type traffic;
3. To collaborate on the development of common standards and technical implementations;
4. To promote collaboration relating the development of next-generation networking and applications in research and higher education;
5. To encourage technology transfer from their joint endeavors to further leadership in research and higher education and accelerate the availability of new services and applications;
6. To collaborate with each other and with government agencies and departments and other organizations in their respective countries to promote and encourage the interconnection of advanced networks and the deployment of next-generation Internet technology and applications around the world;
7. To apprise each other of any changes in their respective networking and application policies and to collaborate on policy and governance issues with respect to the interconnection and exchanging of traffic between their member institutions.
8. Unless and until the parties mutually agree otherwise in writing, each party will be responsible for its own costs, fees and expenses (including all costs, fees and expenses of each of their agents and representatives) incurred in connection with the transactions contemplated under this MoU, including but not limited to the negotiation and execution of the definitive documents.

Agreed to By:

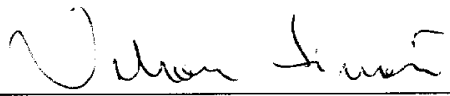
Dated at INDIANAPOLIS, this 14 day of Oct, 2003.

For Internet2



Douglas E. Van Houweling
President and CEO

For CLARA



Nelson Simões
Provisional Chair, CLARA