

MEMORANDUM OF AGREEMENT

Information Society Innovation Fund

The Information Society Innovation Fund program, which commenced in 2008, is administered by the Asia Pacific Network Information Center (APNIC), Australia. It was established through an IDRC/ISOC/APNIC joint funding.

This program will facilitate the development of the Internet in the Asia Pacific region, towards the effective development of the Information Society throughout the region. Emphasis will be placed on the ICT needs of developing countries of the region which are: Internet infrastructure and services which are affordable and efficient; innovative Internet applications; successful and sustainable models for the provision of Internet services; and business environments which can become commercially competitive and sustainable.

The ISIF Program invites submissions on an annual basis, the scheme is made available to both governmental and non-governmental organisations from the Asia-Pacific region. Individuals on their private capacity will not be eligible.

This Memorandum of Agreement (hereinafter referred to as the "Agreement") is made between Dot Asia (hereinafter referred to as Dot Asia) and the Asia Pacific Network Information Center (hereinafter referred to as APNIC) as administrator of the ISIF Program, established by ISOC, IDRC and APNIC for the years 2008 and 2009.

IDRC's commitments to the program are contained in a separate Memorandum of Grant Condition signed between IDRC and APNIC which also contains provisions for IDRC's support of direct administrative costs related to APNIC's performance of the ISIF secretariat function.

The parties hereto agree as follows:

I. Responsibilities of APNIC

- 1.1 APNIC agrees to undertake the activities described in the attached proposal (Annex A), which forms an integral part of this Agreement. None of the funds provided pursuant to this Agreement may be used for any purpose other than those expressly set forth in Annex A.

II. Responsibilities of ISOC and IDRC:

- 2.1 ISOC and IDRC (as provided in two separate Memorandum of Grant Conditions between APNIC and IDRC, and APNIC and ISOC) agrees to provide payment of ISIF program contributions as specified in Article V below and nominate representatives for both the Steering Committee and the Grants Committee.

III. Responsibilities of Dot Asia:

3.1 Dot Asia agrees to contribute to ISIF program as a sponsor, as specified on Article V of this agreement. Dot Asia will provide a payment to ISIF program as specified on Article VI of this agreement.

IV. Duration

4.1 This Agreement will come into effect upon signature and shall expire on the 1st April 2010.

V. ISIF Program Partnership Details

5.1 The ISIF program is managed by the funding partners (ISOC, IDRC and APNIC). Dot Asia joined the program as a sponsor. Other entities including corporations may join as sponsors. All decisions are made by the Steering Committee, appointed by the funding partners.

Steering Committee

- Currently consists of Program Partners ISOC, IDRC and APNIC.
- The number of Program Partners and Steering Committee members can expand only subject to the approval from the existing Program Partners.
- For year one of the program, ISOC will contribute US\$75,000 towards the ISIF program. IDRC and APNIC will contribute US\$100,000.
- APNIC has the responsibility for the administration of the program.

Constitution of Steering Committee (SC)

- Comprises two representatives of each Program Partner (ISOC, IDRC and APNIC).
- The Steering Committee is responsible for overall program direction and management.
- The Steering Committee is responsible for formal approval of grant recommendations made by the Grants Selection Committee.
- Decisions are made by consensus, or if necessary by formal vote (absolute majority) of the Steering Committee members.

Sponsors

- Sponsors are those organisations or entities wishing to make a financial contribution to the program without direction participation in program management as a full partner.
- Participation of each Sponsor is subject to approval and review by the Steering Committee.
- Corporate (for-profit organisation) Sponsor contribution level has been decided at US\$100,000 per year.
- Other contribution levels may be negotiated with the Steering Committee.
- Organisational sponsors will receive equal acknowledgement for the support in any publications, web sites, etc that it produces

under this Agreement, and a nomination for the Grants Selection Committee.

Constitution of Grants Selection Committee (GC)

- Comprises two representatives nominated from ISOC, IDRC and APNIC.
- ISOC, IDRC, and APNIC may involve additional individuals to assist with their internal review of grant applications; however, all grant recommendations will be made formally through the two representatives of each organisation sitting on the Grants Selection Committee.
- May admit non-voting observers by decision of the Grants Committee.
- Decisions are made by consensus, or if necessary by taking a formal vote among the Grants Selection Committee members.
- Program partners' representatives will attend Grants Selection Committee meetings at their own expenses.

Program Review Period

- IDRC, ISOC, and APNIC will review year 1 program operations and achievements by February, 2009.
- The partners will decide whether they wish to continue their participation in the program beyond year one by 28 February 2009.
- Sponsor will be informed so they can review their contributions to the ISIF program too.

VI. Payments

- 6.1 Dot Asia shall provide payment of the ISIF program contribution to APNIC, acting as ISIF Secretariat, in an amount of United States Dollars Fifty Thousand only (US\$50,000). Dot Asia's contribution will be used to fund ISIF grants made by the program and not administration or overhead.
- 6.2 IDRC has approved a separate Memorandum of Grant Conditions to APNIC, which will cover IDRC contribution to fund grants of United States Dollars One Hundred Thousand (US\$100,000) to the ISIF Program, and additionally the administration costs of the program management.
- 6.3 ISOC has approved a separate Memorandum of Understanding to APNIC, which will cover ISOC contribution to fund grants of United States Dollars One Hundred Thousand (US\$75,000) to the ISIF Program.
- 6.4 Any additional Sponsor will contribute US\$100,000 per year unless otherwise negotiated with the Steering Committee.
- 6.5 Dot Asia's payments will be done in United States Dollars, and deposited into APNIC's bank account of which the details are as follows:

BANK INFORMATION
Name: APNIC Pty Ltd
Account number: 45001-6763
Account currency: Australian Dollar
Full name: National Australia Bank
Branch (name or number): 084-424
Address: 33 Park Road, Milton, QLD 4064, Australia
SWIFT (BIC, bank identifier code): NATAAU3302S
Additional information (ABA number, sort code, or account number, if applicable):

- 6.6 IDRC and ISOC payments will be done according to the separate Memorandum of Grant Conditions and Memorandum of Understanding they have signed with APNIC, to the same bank account.
- 6.7 The amount of payment of such a grant is not subject to any adjustment or revision because of price or currency fluctuations or the actual costs incurred by APNIC in the performance of the activities under this Agreement.

VII. Records, Information and Reports

- 7.1 APNIC shall maintain clear, accurate and complete records in respect of the funds received under this Agreement and report on them in the categories outlined in Annex A. APNIC's books and records shall be maintained in such a manner that the receipts and expenditures of the funds will be shown separately on such books and records in an easily checked form.
- 7.2 APNIC shall acknowledge Dot Asia support in any publications, web sites, etc that it produces under this Agreement.
- 7.3 APNIC shall furnish, compile and make available at all times to Dot Asia any records or information, oral or written, which Dot Asia may reasonably request in respect of the funds received from Dot Asia by APNIC.
- 7.4 All further correspondence regarding the implementation of this Agreement should be addressed to:

For Dot Asia: Edmon Chung <edmon@registry.asia>

For APNIC: Paul Wilson <pwilson@apnic.net>

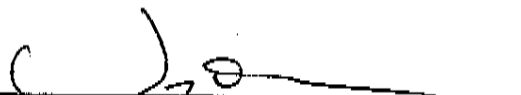
VIII. General Provisions

- 8.1 This Memorandum of Agreement and Annex A attached hereto shall form the entire Agreement between and APNIC as administrator of the ISIF Program consisting of ISOC, IDRC and APNIC. A Memorandum of Grant Conditions signed between IDRC and APNIC detailed the conditions where APNIC will receive support from IDRC to cover the administration of the program. A Memorandum of Agreement signed between ISOC and APNIC detailed the conditions for ISOC contribution to the fund.
- 8.2 APNIC shall carry out all activities described under Annex A with due diligence and efficiency. Subject to the express Terms of this Agreement, it is understood that APNIC shall have exclusive control over the administration and implementation of the activities referred to above in paragraph 1.1.
- 8.3 The rights and obligations of APNIC are limited to the terms and conditions of this Agreement. Accordingly, APNIC and personnel performing services on its behalf shall not be entitled to any benefit, payment, compensation or entitlement except as expressly provided in this Agreement.
- 8.4 APNIC shall be solely liable for claims by third parties arising from APNIC's acts or omissions in the course of performing this Agreement and under no circumstances shall IDRC, ISOC, Dot Asia or other partners or sponsors be held liable for such claims by third parties.
- 8.5 All funds that remain unutilized after completion of grant activities shall be promptly returned by APNIC to ISOC, IDRC and Dot Asia, or to be otherwise disposed of in consultation with ISOC, IDRC and Dot Asia.
- 8.6 This Agreement may be terminated by any party before completion of the Agreement by giving thirty (30) days written notice to the other party, and APNIC shall promptly return any unutilized funds to Dot Asia as per paragraph 8.5 above.
- 8.7 APNIC acknowledges that ISOC, IDRC, Dot Asia and its representatives have made no actual or implied promise of funding except for the amounts specified by this Agreement. If any of the funds are returned to ISOC, IDRC and Dot Asia or if this Agreement is rescinded, APNIC acknowledges that ISOC, IDRC and Dot Asia will have no further obligation to APNIC as a result of such return or rescission.
- 8.8 No modification of or change in this Agreement, waiver of any of its provisions or additional contractual provisions shall be valid or enforceable unless previously approved in writing by the parties to this Agreement or their duly authorized representatives in the form of an amendment to this Agreement duly signed by the parties hereto.
- 8.9 Any controversy or claim arising out of, or in accordance with this Agreement or any breach thereof, shall unless it is settled by direct

negotiation, be settled in accordance with the UNCITRAL Arbitration Rules as at present in force in Australia. Where, in the course of such direct negotiation referred to above, the parties wish to seek an amicable settlement of such dispute, controversy or claim by conciliation, the conciliation shall take place in accordance with the UNCITRAL Conciliation Rules as at present in force.

Any arbitration award rendered as a result of such arbitration as the final adjudication of any such controversy or claim shall bind the parties.

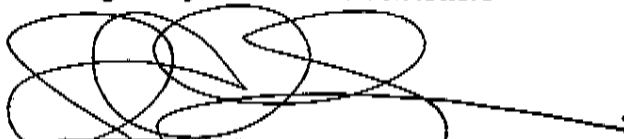
IN WITNESS WHEREOF, the undersigned, duly appointed representatives of Dot Asia and of APNIC respectively, have on behalf of Dot Asia and APNIC signed the present Memorandum of Agreement on the dates indicated next to their respective signatures.


Signed on behalf of Dot Asia

1 JUL 2008
Date

Edmon Chung
Signatory's name in block letters

CEO
Signatory's title


Signed on behalf of APNIC PTY LTD.

27.02.2007.
Date

PAUL WILSON
Signatory's name in block letters

DIRECTOR GENERAL
Signatory's title