



# **MEMORANDUM OF UNDERSTANDING**

**BETWEEN**

**THE ADVANCED SCIENCE AND TECHNOLOGY INSTITUTE (ASTI)**

**QUEZON CITY, PHILIPPINES**

**AND**

**THE ASIA PACIFIC NETWORK INFORMATION CENTRE (APNIC)**

**BRISBANE, AUSTRALIA**

February 2009

## MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (hereinafter 'MoU') is entered into this 27 day of February, 2009 by and among:

The Advanced Science And Technology Institute (hereinafter 'ASTI'), a government research and development institute located in Quezon City, Philippines

and

The Asia Pacific Network Information Centre (hereinafter 'APNIC'), a not-for-profit organization located in Brisbane, Australia

(hereinafter referred to collectively as the 'Parties').

**WHEREAS**, the Parties recognize the benefits of mutual cooperation between the Parties in the area of operator co-operation and particularly in Internet-related issues;

**WHEREAS**, it is anticipated that each Party will benefit from the complementary skills, knowledge, and experience of the other Party;

**NOW, THEREFORE**, the Parties mutually agree as follows:

### ARTICLE I

PROMOTING EDUCATION AND TRAINING, INFRASTRUCTURE DEVELOPMENT, AND BUSINESS IN THE REGION AND INDUSTRY: The Parties agree to cooperate to promote domestic, regional and international Internet, education, standards, infrastructure development, best current practice, and services (hereinafter referred to as the 'Industry') in order to encourage Internet development in the Asia Pacific region.

### ARTICLE II

TRAINING DELIVERY: The Parties agree to cooperate, collaborate, and render mutual assistance in the development and delivery of training programs. This could include joint delivery of training (where appropriate), sharing and promotion of training schedule information, and collaboration on programs of benefit to the region, such as *Train the Trainer* programs. In addition, the Parties will endeavour to support and facilitate each other's training activities where possible and where feasible.

APNIC, in its role as a regional organization, will further represent the interests of Philippines on the relevant international training forums that APNIC is part of.

TRAINING MATERIALS: Further to the provisions in Article III, the Parties will share training material and information subject to any copyright, conditions, or restrictions required by any original owners of such material.

TRAINING RESOURCES: The Parties agree to make available to each other training resources, such as the APNIC remote training lab when this is possible.

### ARTICLE III

EXCHANGE OF INFORMATION AND MATERIALS AND MUTUAL ASSISTANCE: The Parties agree to exchange information and material regularly (whether printed, audio, or visual). The Parties further agree to render mutual assistance with regard to activities undertaken on behalf of their respective members in the Region and within the normal parameters of each Party's organizational activities. In this perspective, the Parties also agree to allow mutual linking between their respective websites.

### ARTICLE IV

SEMINARS AND CONFERENCES: The Parties agree to cooperate and render mutual assistance and reciprocate the attendance of their members to meetings, seminars, or conferences to further the goals of this MoU. The Parties agree to waive any registration fees for each Party's official representative's attendance at the other Party's meetings, seminars, workshops, or conferences.

### ARTICLE V

PROTECTION OF INFORMATION: The Parties agree to use all reasonable efforts to protect any internal or proprietary documents received from the other Party and hereunder described as confidential or proprietary.

### ARTICLE VI

NON-BINDING AGREEMENT; AMENDMENTS; EFFECTIVE DATE OF CONTRACT: The Parties hereby acknowledge and agree that this MoU is non-binding and does not create any obligations under law. The Parties agree that any modifications or amendments to this MoU shall be done in writing and be signed by both Parties. The MoU shall become effective on the date of its signing and shall remain in full force and effect until written notice is given by either Party, after which the MoU shall terminate 30 days from the date of said notice, unless otherwise agreed.

**IN WITNESS WHEREOF**, this MoU has been duly sealed and executed as of the date first above written.

**Advanced Science And Technology Institute**

By: DENIS F. VILLORENTE

Title: Director

Signature: Denis Villoriente

**The Asia Pacific Network Information Centre (APNIC)**

By: PAUL WILSON

Title: DIRECTOR GENERAL

Signature:

A handwritten signature in blue ink, consisting of several overlapping loops and a long horizontal stroke extending to the right.