MEMORANDUM OF UNDERSTANDING BETWEEN ASIA PACIFIC NETWORK INFORMATION CENTRE (APNIC) AND CHINA INTERNET NETWORK INFORMATION CENTER (CNNIC)

DATE [9 March 2016]

This Memorandum of Understanding (MoU) is made between:

- A. APNIC Pty Ltd ACN 081 528 101 for and on behalf of ASIA PACIFIC NETWORK INFORMATION CENTRE (APNIC), a non-profit organization, located in Brisbane, Australia; and
- B. CHINA INTERNET NETWORK INFORMATION CENTER (CNNIC), a non-profit organization, located in Beijing, China;

Hereafter referred to as the parties

Background

- APNIC functions as the Regional Internet Registry for the Asia Pacific, in service of its members and the wider community. CNNIC is the National Internet Registry for China, in service of its members and the wider community in China.
- 2. The parties both perform critical roles within their own communities which support the growth of an open, secure and stable Internet.
- 3. The parties organize diverse but related activities focused on Internet development, capacity building, community outreach, and participation.
- Many activities of the parties are complimentary, in terms of common or closely related audiences, subject matter, locations and objectives;
- 5. The parties are committed to working together in complimentary activities wherever possible and appropriate to enhance cooperation towards their individual and shared objectives;

OBJECTIVES

- 6. This MoU has the following specific objectives:
 - (a) To support the development of a detailed action plan between the parties that facilitates and promotes continuing coordination and

- collaboration and the implementation of the following Record of Understanding; and
- (b) To ensure the effective management and implementation of joint activities undertaken by the parties.

RECORD OF UNDERSTANDING

- 7. Acting within the framework of their objectives, powers, interests and responsibilities and based upon the principles of mutual respect, equality and reciprocity and in furtherance of the objectives of this MoU, the parties agree to cooperate in the following joint activities:
 - (a) Technical training programs, courses and projects that support Internet infrastructure development and services and research in China and the Asia Pacific;
 - (b) To improve the security of Internet routing by promoting Resource Certification (RPKI) in China and the Asia Pacific;
 - (c) The sharing of statistics on IP address distribution in China and the Asia Pacific;
 - (d) IP geolocation activities in China and the Asia Pacific;
 - (e) To enhance the quality and consistency of Internet operations among their members by developing a collaborative technical assistance exchange program, etc.
 - (f) To enhance community activities by encouraging and supporting both parties' members to attend conferences, seminars, and policy development activities in China and elsewhere in the Asia Pacific.

NO PARTNERSHIP OR AGENCY

- 8. This MoU does not create any partnership, agency, association, employment, or any other fiduciary relationship.
- 9. This MoU does not give any party, any authority to act as agent for, or on behalf of, or to represent or bind the other party in any manner.

NO TRANSFER OF FUNDS

10. This MoU contemplates no transfer of funds between the parties. In the event this document is terminated, each party is solely responsible for the payment of any expenses it has incurred.

Protection of Information

11. The parties agree to use all reasonable efforts to protect any internal or proprietary document received from the other party and hereunder described as confidential or proprietary.

STATUS OF THIS MOU

- 12. The parties record their mutual intention that this MoU serves as a non-binding record of their understanding.
- 13. This MoU does not create any enforceable obligations under law.

DURATION AND AMENDMENTS

- 14. This agreement supersedes and replaces any and all previous MoUs, excluding the membership and root server agreements, between the Parties.
- 15. The parties can modify this MoU by recording any such modification in writing signed by both parties.
- 16. The effective date of this MoU is the first date after both parties have signed the document. This MoU will expire three (3) years from the effective date unless sooner terminated, revoked or modified by mutual written agreement between the parties. Either party may terminate this MoU by giving 30 days' notice in writing to the other party. This MoU may be extended further by mutual written agreement.

SIGNATURES

ASIA PACIFIC NETWORK INFORMATION CENTER:

CHINA INTERNET NETWORK INFORMATION CENTER:

Name: Paul Wilson

Title: Director General

Name: Xiaodong Lee

Title: President & CEO