



**MEMORANDUM OF UNDERSTANDING**

BETWEEN

**INTERNET SERVICE PROVIDER ASSOCIATION OF NEPAL  
(ISPAN), KATHMANDU, NEPAL**

AND

**ASIA PACIFIC NETWORK INFORMATION CENTRE (APNIC)  
BRISBANE, AUSTRALIA**

August 2004

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## MEMORANDUM OF UNDERSTANDING

This **MEMORANDUM OF UNDERSTANDING** (hereinafter "**MOU**") is entered into this 26<sup>th</sup> day of August 2004 by and among,

the **Internet Service Providers Association of Nepal**(hereinafter "**ISPAN**") a not-for-profit organisation, located at Kathmadu, Nepal and;

the **Asia Pacific Network Information Centre** (hereinafter "**APNIC**"), a not-for-profit organisation located at Brisbane, Australia

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

**WHEREAS**, the Parties recognise the benefits of mutual cooperation between the Parties in the area of Internet related issues;

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

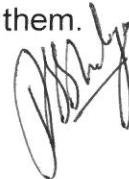
**NOW, THEREFORE**, the Parties mutually agree as follows:

### Article I

**Promoting Infrastructure Development and Business in the Region and Industry:** The Parties agree to cooperate to promote domestic and international Internet, standards, infrastructure development and services (hereinafter referred to as the "Industry") in order to encourage Internet development in Nepal.

### Article II

**Exchange of Information and Materials and Mutual Assistance:** The Parties agree to exchange information and material (whether printed, audio or visual) regularly. 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 organisational activities. In this perspective, the parties also agree to allow website links between them.



### Article III

**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 Parties official representative attendance at the other Parties meetings, seminars, workshops or conferences.

**Training programs:** The Parties agree to cooperate and render mutual assistance and reciprocate the attendance of their members to APNIC training programs, ISPAN will encourage its members to host training seminars developed and coordinated by APNIC training staff in Nepal.

### Article IV

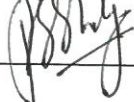
**Protection of Information:** The Parties agree to use all reasonable efforts to protect any internal or proprietary document received from the other Party and hereunder described as confidential or proprietary.

### Article V

**Nonbinding Agreement; Amendments; Effective Date of Contract:** The Parties hereby acknowledge and agree that this MOU is nonbinding and does not create any obligations under law. The Parties agree that any modifications or amendments to this MOU shall be done in writing, 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 dully sealed and executed as of the date first above written.

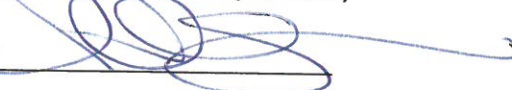
**INTERNET SERVICE PROVIDERS ASSOCIATION OF NEPAL (ISPAN)**

By: Pawan S. Shakya 

Title: President



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

By: PAUL WILSON 

Title: DIRECTOR GENERAL