



## **MEMORANDUM OF UNDERSTANDING**

**between the**

**SECRETARIAT OF THE PACIFIC COMMUNITY**

**and the**

**ASIA PACIFIC NETWORK INFORMATION CENTRE**

1. Through this Memorandum of Understanding (MoU), the Secretariat of the Pacific Community, hereinafter referred to as SPC, and the Asia Pacific Network Information Centre hereinafter referred to as APNIC, jointly agree to enter into an approved collaboration. SPC and APNIC hereinafter also referred to collectively as “Parties” and singularly as “Party”, wish to establish a framework of institutional partnership that will foster coherent results and outcomes for both Parties and contribute to the achievement of their respective mandates.

### **Preamble**

2. The Pacific Island countries and territories face challenges such as relatively small and widely dispersed population, poor infrastructure, high information and communication technology (ICT) costs, and relatively high costs of international connectivity including Internet charges. Furthermore, lack of human capacity in the Pacific ICT sector is an acknowledged fact. Most Pacific Islands do not have the technical expertise and capacity to deal with the opportunities and challenges that ICT brings. Some of these issues can be addressed by sharing ideas and experience as well as increased collaboration and cooperation.

3. SPC is a Pacific-based international intergovernmental organisation established by treaty under the Canberra Agreement on 6 February 1947. It has 26 members comprising 22 Pacific Island countries and territories and four metropolitan members, Australia, France, New Zealand and the United States of America. The SPC vision for the region is a secure and prosperous Pacific Community, whose people are educated and healthy and manage their resources in an economically, environmentally, and socially sustainable way. The SPC mission is to help Pacific Island people position themselves to respond effectively to the challenges they face and make informed decisions about their future and the future they wish to leave for the generations that follow. SPC’s headquarters is in Nouméa, New Caledonia. It also has regional offices in Fiji and Federated States of Micronesia, and country offices in Papua New Guinea, the Solomon Islands, and Vanuatu.

4. APNIC is an open, membership-based, not-for-profit organisation. It is one of five Regional Internet Registries (RIRs) charged with ensuring the fair distribution and responsible management of Internet Protocol (IP) addresses and related resources. These resources are required for the stable and reliable operation of the global Internet. As part of this service, the APNIC Secretariat is responsible for

maintaining the public APNIC Whois Database and managing reverse Domain Name System (DNS) zone delegations. APNIC is also actively involved in supporting the development of Internet infrastructure throughout the region. This includes providing training and education services, supporting technical activities such as root server deployments, and collaborating with other regional and international organisations.

5. SPC is an international intergovernmental organisation with a mandate to assist the countries and territories in the Pacific region. APNIC is an organisation responsible for managing IP Internet resources in the Asia Pacific region. Both Parties have overlapping regional coverage and common characteristics.

6. This MoU seeks to maximise the combined impact of SPC's and APNIC's work and outcomes, particularly those pertaining to Internet development through collaboration and joint efforts.

7. Both Parties are committed to seeking innovative solutions and to entering into new ways of working that will deliver benefits to the Pacific Island countries and territories in areas that will maximise opportunities in ICTs and Internet development in the Pacific.

8. This MoU recognises the various existing agreements, declarations, and commitments in ICTs at the international and regional level that impact the Pacific Island countries and territories. In particular, the MoU recognises the recently endorsed Framework for Action on ICT for Development in the Pacific, endorsed by the Pacific ICT Ministers at their meeting in Nuku'alofa, Tonga in June 2010.

### **Purpose**

9. This MoU aims to increase mutual cooperation between the Parties in the area of Internet-related issues, particularly those pertaining to IP addresses, such as Internet Protocol version 6 (IPv6) uptake.

10. This MoU also provides the collaboration framework for future cooperation programmes that are jointly considered by SPC and APNIC.

### **Principles of Collaboration**

11. Eight principles of collaboration will underpin this MoU:

(i) ***The needs and priorities of Pacific Island countries and territories will underpin the work of SPC and APNIC.*** There is recognition that Pacific Island countries and territories have distinct needs and requirements for national ICT and Internet development and acknowledging the collective needs and requirements espoused in regional policies and frameworks.

(ii) ***Genuine partnership.*** This collaboration is based on a genuine spirit of equitable partnership that seeks to enhance and complement each Party's efforts while building on their individual strengths and areas of primary expertise.

(iii) ***Mutual recognition and respect for each other's mandates.*** Mutual and reciprocal recognition of each other's memberships, mandates, roles, and responsibilities are central to this MoU.

(iv) ***Expanding the partnership beyond the two organisations.*** Recognising that each Party brings to this partnership its own resources and networks, which would include the ability to draw on expertise and/or participation from other organisations to support the joint efforts of SPC and APNIC.

(v) ***New and emerging priorities and gaps.*** Recognising that the ICT sector and the Internet are quickly changing and evolving sectors and that these changes will bring new challenges to be addressed under this MoU.

(vi) ***Information sharing.*** Both Parties agree to share information that is necessary to assist each Party in achieving the common purpose and principles contained in this MoU. This can include, but is not limited to, joint activity reports, work plans, and calendars of events.

(vii) ***Joint resource mobilisation.*** The Parties shall cooperate with each other on matters of common interest within the scope of each organisation's general objectives. The Parties agree that they will each use their own funds or funding sources to perform their respective responsibilities under this MoU. The Parties agree, subject to their respective regulations and rules, and within their capacity and resources, to jointly mobilise resources and institutional support from other potential partners and allies. Each Party shall provide, as and when considered necessary, the technical assistance required for the implementation of projects or other jointly agreed activities, in accordance with its regulations, rules, and policies.

(viii) ***Innovative approaches.*** Both Parties will explore innovative ways to strengthen collaboration and participation such as undertaking joint initiatives, which include trainings and meeting/workshop participations.

#### **Core activity areas of the Partnership**

12. SPC and APNIC have identified the following areas for programme collaboration:

(i) ***Promoting infrastructure development and business in the region and industry:*** According to the mission and mandate of each of the Parties described in the Preamble, the Parties agree to cooperate and support the development of domestic and international Internet policies in order to encourage Internet development between the Pacific Islands and in the Pacific region. In particular, SPC and APNIC will collaborate to develop an IPv6 Action Plan for the Pacific region.

(ii) ***Exchange of information and materials and mutual assistance:*** According to each organisation's general objectives, the Parties agree to exchange information and material 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.

(iii) ***Seminars and conferences:*** The Parties agree to cooperate and render mutual assistance and reciprocate the attendance of their members' to meetings, seminars, and/or conferences to further the goals of the MoU. The Parties agree to waive the registration fees of two participants for each Party's official representative attendance at the other Party's meetings, seminars, workshops and/or conferences.

(iv) ***Training programs:*** SPC will encourage its members to, where possible, host regional training events and/or seminars to be facilitated by APNIC.

(v) ***Joint cooperation planning:*** Specifically, the Parties shall, if appropriate, coordinate and cooperate with each other in carrying out joint activities in their annual work program, with the purpose of avoiding duplication of efforts and expenditures. The Parties will also consider the activities in other relevant organisations of the Pacific region in their annual planning. Activities that the Parties may agree to cooperate on include, but are not limited to, organisation of seminars, meetings and

roundtables on matters of common interest; collaboration on joint projects; training; and joint publications.

**Confidentiality and intellectual property**

13. Any exchange of information between SPC and APNIC under this MoU, whether in relation to scientific research, financial management, or information systems, will be subject to any reasonable conditions of confidentiality that the Party disclosing the information wishes to impose, notwithstanding other areas of cooperation stated in this MoU.

14. In the absence of any specific agreement to the contrary, the Parties hereby acknowledge that this MoU will not act as a licence for either Party to exercise the other's intellectual property rights in relation to expertise, materials, or technology.

**Duration and review**

15. This MoU will enter into effect upon signature by the Director General of SPC and the Director General of APNIC. This MoU shall remain in force indefinitely, but it may be terminated by mutual consent or by either Party giving a 30-day notice to the other.

16. Both Parties agree to systematically undertake a joint review of the implementation of this MoU on an annual basis.

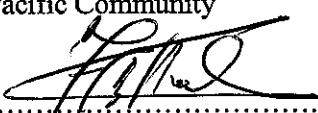
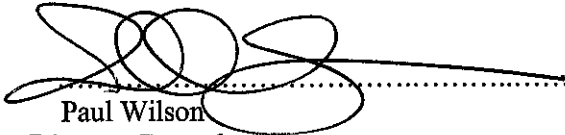
17. The Parties hereby acknowledge and agree that this MoU is non-binding and does not create any obligations under law.

18. Nothing in or relating to this MoU shall be deemed as a waiver, expressed or implied, of any of the privileges and immunities of either Party, including any subsidiary organs.

**When MoU comes into force**

19. This MoU will enter into effect upon the signature of the Secretariat of the Pacific Community's Director General and the Asia Pacific Network Information Centre's Director General.

IN WITNESS WHEREOF, the undersigned, duly authorised representatives of the respective Parties, have signed and presented the MoU in the English language, in duplicate, in the place and on the date indicated below:

On behalf of the Secretariat of the Pacific Community	On behalf of the Asia Pacific Network Information Centre
	
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Dr Jimmie Rodgers Director General	Paul Wilson Director General
Date: 10 April 2011	Date: 10.4.2011
Place: Noumea	Place: Noumea