MEMORANDUM OF UNDERSTANDING BETWEEN THE ASIA PACIFIC NETWORK INFORMATION CENTER (APNIC) AND VIETNAM INTERNET NETWORK INFORMATION CENTER (VNNIC)

DATE

24th August 2018.

PARTIES

This Memorandum of Understanding (MoU) is made between:

- A. APNIC Pty Ltd ACN 081 528 101 for and on behalf of the ASIA PACIFIC NETWORK INFORMATION CENTRE (APNIC); and
- B. VIETNAM INTERNET NETWORK INFORMAITON CENTER (VNNIC)

Background

- 1. APNIC functions as the Regional Internet Registry for the Asia Pacific, in service of its members and the wider community. VNNIC functions as the National Internet Registry for Viet Nam, in service of its members and the wider community.
- 2. APNIC and VNNIC both perform critical roles within their own communities which support the growth of an open, secure, stable Internet.
- 3. APNIC and VNNIC also organize diverse but related activities focused on Internet development, capacity building, IPv6 deployment, promotion of Internet Security, Internet governance and participation.

OBJECTIVES

- 1. This MoU has the following specific objectives:
 - Many activities of APNIC and VNNIC are complementary, in terms of common or closely related audience, subject matter, locations and objectives;
 - (b) APNIC and VNNIC are committed to working together in complementary activities wherever possible and appropriate, to enhance cooperation towards their individual and shared objectives;

- (c) To develop an action plan with the objective to facilitate and promote the co-ordination and efficiency of the cooperative relationship between the Parties; and
- (d) To monitor the progress and effectiveness of the joint activities undertaken pursuant to the cooperative relationship between the Parties.

RECORD OF UNDERSTANDING

- 2. 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 develop a focused cooperation starting from the following joint activities:
 - a. To cooperate toward the achievement of a stable and secure Internet in order to encourage Internet development in Viet Nam as well as in the Asia Pacific region:
 - To cooperate in staff exchange programs on Internet policies, technologies, technical issues such as WHOIS, IRR, RPKI, etc., and communications in order to share information, discuss and jointly encourage Internet community development in Viet Nam;
 - c. To cooperate and render mutual assistance to host technical training programs and courses in Viet Nam developed and coordinated by APNIC for VNIX members, IP members as well as the community, with a focus on Internet number policies, network operation, Internet security, emerging technologies, and Internet governance;
 - d. To collaborate efforts in organizing VNIX-NOG conferences in Viet Nam by contributing speakers and sponsorship where possible;
 - e. To assist with drafting the program for the VNNIC annual IP member meeting and other technical conferences hosted by VNNIC in Viet Nam, around content such as Internet number resource policies, IPv6 promotion and Internet security.
 - f. To strengthen APNIC and VNNIC collaboration for the Parties' mutual interests in the development and management of critical Internet resources;
 - g. To share information with the community to mutually encourage APNIC and VNNIC Members to attend technical training programs, seminars, and conferences organized by APNIC in Viet Nam and elsewhere in the Asia Pacific Region;
 - h. To enhance the effects of training programs or courses developed by APNIC as well as to promote APNIC's Internet policies to the Internet community in Viet Nam;

i. To actively cooperate and support WHOIS management projects initiated and deployed by APNIC for the mutual interest in management of Internet number resources, where possible.

NO PARTNERSHIP OR AGENCY

- 3. This MoU does not create any partnership, agency, association, employment, or any other fiduciary relationship.
- 4. 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

5. 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.

STATUS OF THIS MOU

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

DURATION AND AMENDMENTS

- 8. This agreement supersedes and replaces any and all previous agreements, excluding the NIR agreements, between the Parties.
- 9. The parties can modify this MoU by recording any such modification in writing signed by both parties.
- 10. 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

For APNIC:

Name: Paul Wilson

Title: Director General

Witnessed by:

Name: Srinivas Chendi Title: Senior Advisor

Policy and Community Development

For VNNIC:

Name: Tran Minh Tan

Title: Director General

Witnessed by:

Name: Nguyen Hong Thang Title: Deputy Director General