# MEMORANDUM OF UNDERSTANDING BETWEEN THE ASIA PACIFIC NETWORK INFORMATION CENTRE (APNIC) AND THE CYBER POLICY INSTITUTE (CPI)

#### Date

15 February 2019

#### **Parties**

This Memorandum of Understanding 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. The Cyber Policy Institute (CPI) (Sihtasutus küberpoliitika instituut) Estonian registry number 90012886

# Background

- 1. APNIC functions as the Regional Internet Registry for the Asia Pacific serving its members and the wider Internet community in the region. CPI is a private non-profit entity focusing on strategic cyber security and stability. The CPI contributes to and facilitates cybersecurity dialogue between governments, industry and the civil society.
- 2. APNIC and CPI both perform important roles within their own communities which support the growth of an open, secure, stable Internet.
- 3. Many activities of APNIC and CPI are complimentary, in terms of common or closely related audience, subject matter, locations and objectives.

# **Objectives**

4. APNIC and CPI are committed to working together in complimentary activities wherever it is possible and appropriate, to enhance cooperation towards their individual and shared objectives.

## Scope of this MoU

The parties agree to work collaboratively to enhance their coordination and cooperation with regard to activities in which they have a common interest. Such activities may include:

- Development and execution of technical and governance related cyber capacity building efforts in the Asia-Pacific region
- Efforts to deploy a continuous and need-based approach to capacity building efforts in the Asia-Pacific region
- Research and information sharing on developments related to national and international cybersecurity governance and capacity building
- Designing cyber capacity building efforts to be complementary to existing efforts by identifying and building on links to the known capacity building efforts including but not limited to the Global Forum on Cyber Expertise (GFCE), ICT4Peace, and the Global Cybersecurity Capacity Centre (GCSCC).
- Maximizing impact of initiatives by linking work to existing regional and global events, offering online and self-education materials, utilizing existing resources, and content development designed to fill identified gaps.

Details of each of these activities, as agreed, shall be specified in Project Documents (in the form of attached frontpage templates) setting out the parties' goals, objectives, resource commitments, timelines and other related information, in relation to each of the agreed activity.

These Project Documents constitute part of this MoU and may be established, amended, or supplemented as required upon agreement by both parties. These shall come into effect without the resigning of this MoU by the parties to be necessary, within the duration of this MoU, item #12 as below.

# No partnership or agency

- 5. This MoU does not create any partnership, agency, association, employment or any other fiduciary relationship.
- 6. 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

7. This document 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 document

- 8. The Parties record their mutual intention that this document serves as a non-binding record of their understanding.
- 9. This document does not create any enforceable obligations under law.

## **Duration and amendments**

- 10. This MoU supersedes and replaces any and all previous Memorandum of Understandings between the Parties.
- 11. The Parties can modify this document by recording any such modification in writing signed by both Parties.
- 12. 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.
- 13. 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:

For CPI:

Name: Paul Wilson

Title: Director General

Name: Mika Kerttunen

Title: Director