

MEMORANDUM OF UNDERSTANDING

BETWEEN

THE ASIA PACIFIC NETWORK INFORMATION CENTER (APNIC)
AND
THE ASIA PACIFIC COMPUTER EMERGENCY RESPONSE TEAM
(APCERT)

DATE

24 February 2019

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. The ASIA – PACIFIC COMPUTER EMERGENCY RESPONSE TEAM (**APCERT**) a coalition of Computer Emergency Response Teams (**CERTs**) and Computer Security Incident Response Teams (**CSIRTs**) in the Asia Pacific region;

BACKGROUND

1. The Parties have a common understanding that it is necessary to establish and strengthen cooperative efforts related to the development of capability and capacity in information security across the Asia Pacific region¹.

OBJECTIVES

2. This MoU has the following specific objectives:
 - (a) To explore opportunities for enhancing cooperation between the Parties in order to sustain and foster the capabilities of each party in the field of information security and in accordance with the Parties' respective roles and competencies;

¹ For the purposes of this MoU, the Asia Pacific region refers to area served by APNIC, comprising 56 economies throughout Asia and Oceania, see <http://www.apnic.net/about-APNIC/organization/apnics-region>

- (b) To agree on the cooperative relationship and collaboration between the Parties in the development of capability and capacity in information security; and
- (c) To monitor the progress and effectiveness of the collaborative activities undertaken pursuant to the cooperative relationship between the Parties.

RECORD OF UNDERSTANDING

3. 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 collaborative activities:
- (a) To maintain a working relationship and mutual understanding between the parties in the area of cyber security;
 - (b) To organize collaborative information security training programs and courses;
 - (c) To exchange security information and technical knowhow on current and future development pertaining to the area of computers and Internet security within the Parties' own jurisdiction;
 - (d) To exchange information in the relevant areas of information security and other related matters;
 - (e) To have each party to appoint the point of contact (**PoC**) mainly for the MoU administrative communication as specified in the Annex and to notify the other party in case of any changes in the PoC information;
 - (f) To organize collaborative program(s) such as, but not limited to, cyber security drills, information security awareness trainings and certification;
 - (g) To assist each other in ensuring the smooth progress of the collaborative initiatives undertaken;
 - (h) To collaborate in any matters that are incidental thereto for the mutual benefit of the Parties; and
 - (i) To exchange trainers to conduct training in the relevant areas of information security as per availability.

NO OBLIGATION OR MANDATORY EFFECT

4. This MoU does not create any agency, association, employment, or any other fiduciary relationship. Any such endeavor will be established separately through a different arrangement.
5. This MoU does not give any party the 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

6. This MoU contemplates no transfer of funds between the Parties. In the event this document is terminated, each party is solely responsible for any cost or expenses incurred in executing this MoU.

STATUS OF THIS MoU

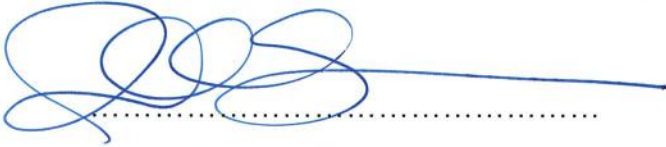
7. The Parties record their mutual intention that this MoU serves as a non-binding record of their understanding.
8. This MoU does not create any enforceable obligations under the law.

DURATION AND AMENDMENTS

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 and will be valid for five (5) years and renewed automatically thereafter unless terminated by either party giving 30 days' notice in writing to the other party.
11. This MoU may be revoked or modified by mutual written agreement between the Parties.

SIGNATURES

For APNIC:

A blue ink signature consisting of several overlapping loops and a long horizontal stroke extending to the right, ending at a dotted line.

Name: Paul Wilson
Title: Director General

For APCERT:

A black ink signature consisting of a stylized 'T' followed by a cursive 'O'Brien' and a period, positioned above a dotted line.

Name: Tom O'Brien
Title: Chair of APCERT
(Australian Cyber Security Centre)