
MEMORANDUM OF UNDERSTANDING

**BETWEEN
THE ASIA PACIFIC NETWORK INFORMATION CENTER (APNIC)**

AND

THE GOVERNMENT OF THE KINGDOM OF TONGA ('GOT')

DATE

7th 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 Government of the Kingdom of Tonga ('GoT') duly represented by the Ministry of Meteorology, Energy, Information, Disaster Management, Environment, Climate Change and Communications (MEIDECC) ('Ministry') the line Ministry in which the Tonga Computer Emergency Response Team ('CERT Tonga') operates under whose head office is located at Sanft Building, Taufa'ahau Road, Nuku'alofa, Tonga;

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 in the Kingdom of Tonga and across the Asia Pacific region¹.

OBJECTIVES

2. This MoU has the following specific objectives:
 - (a) To explore opportunities to enhance cooperation between the Parties 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;
 - (b) To agree on the cooperative relationship and collaboration between the Parties in the development of capability and capacity in information security;

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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>

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 joint activities:
 - (a) To establish a working relationship and mutual understanding between both Parties in cyber security related areas;
 - (b) To organize collaborative information security training programs and courses;
 - (c) To exchange security information and technical knowhow about current and future development within the Party's own jurisdiction pertaining to the area of computer and internet security;
 - (d) To exchange information in the relevant areas of security and other matters involved;
 - (e) To organize collaborative program(s) in cyber security drills, awareness trainings and certification;
 - (f) To assist each other for the smooth progress of the subject matter;
 - (g) To collaborate in any matters that are incidental thereto for the mutual benefit of the parties; and
 - (h) To exchange trainers to conduct the training in the relevant areas of security as per availability.

NO PARTNERSHIP OR AGENCY

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

6. 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


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 law.

AMENDMENTS AND DURATION

9. The parties can modify this MoU by recording any such modification in writing signed by both parties. Any amendments agreed to by both parties form part of the MoU.
10. The effective date of this MoU is the first date after both Parties have signed the document.
11. This MoU will expire three (3) years from the effective date unless sooner terminated, revoked or modified by mutual written agreement between the Parties.
12. Either Party may terminate this MoU by giving 30 days' notice in writing to the other Party.
13. This MoU may be extended further by mutual written agreement.


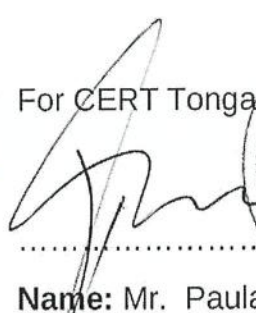
SIGNATURES

For APNIC:



Name: Paul Wilson
Title: Director General
Date:

For CERT Tonga



Name: Mr. Paula Ma'u
Title: CEO for Ministry of MEIDECC
Date: