# MEMORANDUM OF UNDERSTANDING BETWEEN THE ASIA PACIFIC NETWORK INFORMATION CENTER (APNIC) AND BII Group LTD. (BII)

#### DATE

This Memorandum of Understanding (MoU) is made on 30 April 2019 by the Asia Pacific Network Information Center (APNIC) and BII Group LTD. (BII).

#### **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. BII GROUP HOLDINGS LTD 9111030271776100X9 for and on behalf of Beijing Internet Institute. (BII)

# **Background**

- 1. APNIC functions as the Regional Internet Registry for the Asia Pacific, in service of its members and the wider community. BII functions as one of the first high-tech enterprises oriented toward Internet and information technology in China.
- 2. APNIC and BII both perform critical roles within their own communities which support the growth of an open, secure, stable Internet.
- 3. APNIC and BII 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:
  - (a) Many activities of APNIC and BII are complementary, in terms of common or closely related audience, subject matter, locations and objectives;

- (b) APNIC and BII are committed to working together in complementary activities wherever possible and appropriate, to enhance cooperation towards their individual and shared objectives;
- (c) 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 support IPv6 development in the region and Industry. The Parties agree to have cooperation on IPv6 technical research, IPv6 measurement, IPv6 standard development and IPv6 critical infrastructure building etc.
  - b. To improve IPv6 address management. The Parties agree to have dialogues on new challenges of IPv6 address management, like increasing demand for IP addresses due to the sustainable development of next generation Internet and IoT in China and Asia-Pacific region.
  - c. To cooperate on IPv6 training. The Parties agree to cooperate, collaborate, and render mutual assistance in the development and delivery of IPv6 training programs. This could include joint delivery of training (where appropriate), sharing related schedule information, and collaboration on programs of benefit to the region. Moreover, the Parties will endeavor to support and facilitate each party's training activities where possible and feasible.
  - d. To cooperate and encourage the attendance of their members to meetings, seminars, conferences to further the goals of this MoU. In addition, BII will endeavor to support APNIC to host possible global conferences or seminars including but not limited to cities in mainland China.

#### 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.
- 7. This MoU does not create any enforceable obligations under law.

# **DURATION AND AMENDMENTS**

- 8. This agreement supersedes and replaces any and all previous 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.

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# **SIGNATURES**

For APNIC: For BII Group Ltd.:

Name: Paul Wilson Name: Liu Dong

Title: Director General Title: President & CEO