

APRICOT Memorandum of Understanding between APNIC and APNOG

Date

2 September 2019

Parties

This Memorandum of Understanding is made between:

- A. APNIC Pty Ltd ACN 081 528 101
for and on behalf of APNIC
(the Asia Pacific Network Information Centre); and
- B. Asia Pacific Network Operators Group (APNOG) Ltd ACN 633 052 829

Background

1. APNIC and APNOG have a common interest in developing the Internet in the Asia Pacific region.
2. APNOG is a non-profit industry association whose aim is to promote the development and improvement of knowledge, skills, and collaboration within the Internet technical operations community in the Asia Pacific region. APNOG operates the Asia Pacific Regional Internet Conference on Operational Technologies (APRICOT) summit and provides its legal entity.
3. APNIC is an open, membership-based, not-for-profit organisation. It is one of five Regional Internet Registries (RIRs) charged with ensuring the fair distribution and responsible management of IP addresses and related resources. These resources are required for the stable and reliable operation of the global Internet. APNIC is also actively involved in the development of Internet infrastructure throughout the region. This includes providing training and education services, supporting technical activities such as root server deployments, and collaborating with other regional and international organisations.
4. APNOG and APNIC have a shared interest and history in arranging and supporting the APRICOT conference, as a major regional event to promote the development and improvement of knowledge, skills, and collaboration within the Internet technical operations community in the Asia Pacific region.

Objectives

5. APNIC is committed to supporting and assisting APNOG with arranging the annual APRICOT event, with the following aims and objectives:

- a. To promote an open and neutral forum in which current and upcoming Internet technologies and operational best practices can be shared and discussed
- b. To assist and promote diverse participation through a Fellowship programme and similar activities.
- c. To encourage Asia Pacific Internet organisations to co-locate their meetings to foster greater collaboration across the entire Internet community.
- d. To provide a venue for one of APNIC's two annual conferences.

Record of Understanding

APRICOT Conference

6. APNOG is the owner of the APRICOT brand and conference, APRICOT remains APNOG's responsibility, and APNOG has the final say on all matters pertaining to APRICOT.
7. APNIC will hold one of its two Annual Conferences as a fully coordinated part of the APRICOT summit. APNIC will have responsibility and discretion to determine the format and content of its Conference.

Mutual Support and Financial Arrangements

8. APNIC designates Ms Molly Cheam as the APRICOT Event Project Manager. APNIC agrees to allocate six months Full Time Employee equivalent time (0.5 FTE) to allow Ms Cheam to successfully execute her duties as APRICOT Event Project Manager. The APRICOT Event Project Manager's tasks and responsibilities are summarised in Appendix A.
9. APNIC will provide the needed resources to execute the tasks and responsibilities required to organise each APRICOT event, as agreed in Appendix A. APNIC also agrees to sponsor the APRICOT Closing Social to the value of USD 20,000. In return for this support, APNOG will grant APNIC:
 - APNOG Premium Supporter status
 - Co-organiser status (including APNIC meeting number in banner)
 - Complimentary tickets for APNIC staff & EC to the conference week (40 maximum)
 - Complimentary tickets for APNIC-designated guests for the conference week (40 maximum)
10. APNOG manages the budget for the APRICOT event, and all sponsorship revenues (except for sponsorship of APNIC conference sessions) and registration fees are payable to APNOG.
11. No contract for which APNOG is liable can be entered into by the APRICOT Event Project Manager or any other APNIC staff member without APNOG's express permission. Contracts entered into on behalf of APNOG, satisfying the above criteria, will not give rise to any financial liabilities on APNIC.

12. APNIC is responsible for covering any room hire cost levied by the conference venue for the APNIC AGM and APNIC private meeting rooms (including, for example: EC Meeting room, Hostmaster Consultation room, Video interview room, Private SIG Working Session room). All other rooms are public access for all APRICOT Staff and APRICOT delegates and the hire costs are covered by APNOG as part of the conference.
13. All catering costs for the workshops and conference will be covered by APNOG, with the exception being any APNIC-organised social event, where the catering costs are covered by APNIC.
14. APNOG Supporters and APNIC Members will benefit from a 20% discount off the standard published on-line APRICOT conference attendance fee.
15. APNOG Board members and designated guests (80 maximum) will receive complimentary registration for APNIC stand-alone conferences.

Location

16. APNOG will choose and decide the local partner, location and venue for each APRICOT event (in consultation with APNIC).
17. If it becomes clear that APRICOT cannot be held in a chosen location due to safety or financial reasons, the final decision to relocate APRICOT will rest with APNOG (in consultation with APNIC).
18. The annual APRICOT conference (held in February/March) and the second of APNIC's two annual conferences (held in August/September), will be located in the following subregions, in a four year repeating cycle as follows, and for subsequent years until and unless changed by mutual agreement:

APRICOT	Oceania	South East Asia	South Asia	East Asia
APNIC	South Asia	East Asia	Oceania	South East Asia
	2020	2021	2022	2023
	2024	2025	2026	2027

19. APNIC retains the right to determine whether its staff are able to travel to a conference location based on its own travel safety procedures.

Tasks and Responsibilities

20. Appendix A details the agreed tasks and responsibilities to arrange APRICOT.
21. The assignment of tasks and responsibilities may change for each APRICOT, as agreed in writing a minimum of three months prior to each event.

Conference Programme

22. Unless otherwise agreed in writing, the default programme structure of APRICOT will entail five days of training workshops and four days of conference (with the time between the workshops and conference allocated for partner meetings of AP* organisations and other technical organisations).
23. APNIC's minimum programme session requirements during an APRICOT Summit are one single track over the four days. The APNIC track would be suspended for the Opening and Closing Plenaries. Example content for the APNIC track includes but is not limited to:
 - a. SIG sessions
 - b. AGM sessions
 - c. BoF sessions
 - d. General conference sessions
24. Scheduling of APNIC's programme track is to be agreed between APNOG and APNIC prior to each conference. For ease of planning and webcasting logistics, the APNIC track should be allocated the same conference room for the first three days, with the Thursday AGM allocated the main room. Once agreed, any further amendments to this scheduling must be agreed by both parties.
25. If any of the minimum APNIC programme sessions will be unused, APNIC will return these to the APRICOT Programme Committee for its use, with at least one month's notice. In the event the session is returned in less than the notice period, the room hire cost for that session will be covered by APNIC.
26. APNIC will assign two suitably qualified individuals to serve on the APRICOT Programme Committee. The assignees will be able to solicit content, provide technical reviews of submissions for the APRICOT programme, as well as liaise with APNIC Conference planners to ensure there is no overlap in content between the APNIC Conference programme and the wider APRICOT programme.

Conference Sponsorship

27. APNIC agrees that all sponsorship enquiries for APRICOT will be directed to the APRICOT Event Project Manager (Molly Cheam). Enquiries to sponsor particular APNIC sessions during APRICOT will be also handled by the APRICOT Event Project Manager.

Information Disclosure

28. APNOG and APNIC acknowledge that in working together to arrange each APRICOT event, each party may become aware of information deemed confidential or proprietary to the other party. APNOG and APNIC agree that, unless otherwise agreed, they will not:
 - a. Disclose information deemed by the other party to be confidential or proprietary information to any other party.
 - b. Disclose any information in connection with the Services of this MOU to any person not a party to this MOU; or

- c. Use any information in connection with the Services of this MOU, for any purpose, other than as necessary to perform the Services or with respect to any matter within public knowledge.

29. Each party acknowledges and agrees that this Information Disclosure clause will survive the expiration or termination of this MOU.

No partnership or agency

30. This document does not create any partnership, agency, association, employment, or any other fiduciary relationship.

31. This document 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.

Status of this document

32. The parties record their mutual intention that this document serves as a non-binding record of their understanding.

33. This document does not create any enforceable obligations under law.

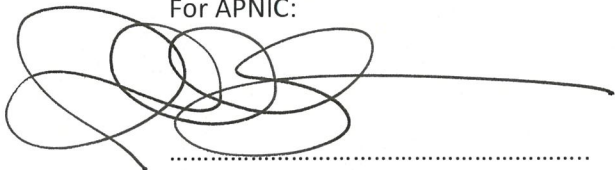
Duration and amendments

34. The parties can modify this document by recording any such modification in writing signed by both parties.

35. This document is intended to be long-standing. However, either party may, by giving at least 60 days notice in writing to the other party, terminate this document.

Signatures

For APNIC:



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(Signature)

Name: Paul Wilson
Title: Director General

For APNOG:



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(Signature)

Name: Philip Smith
Title: Chair of the Board

Appendix 1: APRICOT Tasks

[As undertaken during APRICOT 2019]

Definitions of Responsibilities:

1. **APNOG:** APNOG undertakes this activity (includes APRICOT Event Staff)
2. **APRICOT PM:** The APRICOT Event Project Manager (Molly Cheam) undertakes this activity
3. **APNIC:** Other APNIC employees undertake this activity
4. **Local Partner:** Local partner undertakes this activity under guidance of APRICOT PM

Activity	Notes	Agreed Responsibility
Site visits and city/'host' selection	<ul style="list-style-type: none"> • Negotiating with potential host sponsors • Visiting potential host cities and venues to determine suitable locations for APRICOT • Venue selection, cost negotiation and contract management 	APNOG + APRICOT PM
Venue management	<ul style="list-style-type: none"> • All pre-event planning and logistics with the venue • Managing all logistics during the conference with the venue • Post-conference debrief, billing and reconciliation 	APRICOT PM
Supplier Logistics Management	<ul style="list-style-type: none"> • Identify and manage suppliers for the conference requirements 	APRICOT PM assisted by Local Partner
Sponsorship recruitment and management	<ul style="list-style-type: none"> • Determine sponsorship tiers • Identify, approach and secure sponsors including contract management • Ensure all sponsor entitlements are met • Post conference reporting to sponsors 	APNOG + APRICOT PM
Webcasting	<ul style="list-style-type: none"> • All webcasting equipment, setup, filming and streaming via YouTube Live 	Opening & Closing Plenary – APNIC

	<ul style="list-style-type: none"> • Providing sufficient staff to operate cameras and mixing desk • Appropriate setup of webcasting sites and integration into website 	<p>APRICOT sessions – local host or APNIC</p> <p>APNIC sessions – APNIC</p>
Conference Website	<ul style="list-style-type: none"> • Website design and creation • Website content production and maintenance – including programme, speakers’ info, venue information, travel, accommodation, fellowships • Continuous updates during conference week to maintain accuracy 	APNIC under direction of APRICOT PM and APNOG
Pre-event Comms	<ul style="list-style-type: none"> • All announcements regarding official functions and deadlines – conference dates, fellowships, call for papers • Regular promotion via email, social media, blog, regional events and traditional media to promote the conference and drive registration 	APNOG, APRICOT PM, APNIC and Local Partner
Registration Desk Onsite	<ul style="list-style-type: none"> • Manage registration desk and badge collection at the conference • Process on-site payments for walk-up registrations 	APNOG, APRICOT PM + Local Partner staff
Systems – submission, fellowship, presentation	<ul style="list-style-type: none"> • Develop and maintain the submission systems for the conference • Systems include the fellowship system, speaker submission system, final presentation upload system 	APNIC under guidance from APNOG and APRICOT PM.
Registration system	<ul style="list-style-type: none"> • Provide and manage online registration system 	APNIC (requirement to track APNIC members) and APNOG, in

		coordination with APRICOT PM
Payment system	<ul style="list-style-type: none"> • Provide online payment system for registration and manage all registration payment queries/issues that may arise • Manage and reconcile direct debit payments to registrations • Process refunds if required 	APNOG and APRICOT PM
Registration fraud management	<ul style="list-style-type: none"> • Identify and manage fraudulent registrations with payment providers and immigration departments processing visas 	APNOG and APRICOT PM
WHS inspection / documentation	<ul style="list-style-type: none"> • Inspecting venue to ensure it meets WHS requirements and working with venue to ensure any exceptions are remedied. All WHS documentation signed off 	APRICOT PM
Delegate visa management / assistance	<ul style="list-style-type: none"> • Provision of visa letters and information as required • Assist delegates with visa queries/difficulties by working with local immigration department 	Local Partner
Gifts – speaker, VIP	<ul style="list-style-type: none"> • Select and purchase thank-you gifts to be provided to speakers / VIPs, including design, printing and framing of certificates 	APNOG & APRICOT PM (APNIC takes care of this for any APNIC specific session needs)
Workshop certificates	<ul style="list-style-type: none"> • Design, print and distribute certificates to workshop attendees 	APNOG & APRICOT PM
Conference signage and branding	<ul style="list-style-type: none"> • Design conference branding to be used on all materials • Design and produce all conference signage, including working with in-country 	Design: APNIC, APRICOT PM and APNOG Printing: APNOG & APRICOT PM

	suppliers, sponsors, venue and host	
Event marketing collaterals (lanyards, shirts etc)	<ul style="list-style-type: none"> • Design of all event marketing collaterals • Production of all event marketing collaterals 	<p>Design: APNIC, APRICOT PM and APNOG</p> <p>Printing: APNOG & APRICOT PM</p>
Delegate Helpdesk	<ul style="list-style-type: none"> • Handling all conference and workshop enquiries from delegates before and during the event 	APNOG, APRICOT PM + Local Partner
Workshop Instructor management	<ul style="list-style-type: none"> • Provide travel support for workshop instructors including travel arrangements, visa assistance • Covering the cost of travel, accommodation and reasonable expenses (where required) 	APNOG & APRICOT PM
Exhibition space management	<ul style="list-style-type: none"> • Allocating exhibition space to interested exhibitors • Managing exhibitors' enquiries / logistics pre-conference; managing exhibitor space during conference including all logistics 	APRICOT PM + local contractor for on-site management
Fellowship programme management	<ul style="list-style-type: none"> • Agreeing fellowship programme parameters for the event • Inviting and evaluating fellowship submissions • Confirming fellows • Managing fellows on site at the conference 	<p>APRICOT Fellowship Committee</p> <p>Fellow management: APRICOT PM, APNOG & Local Partner</p>
Event Insurance	<ul style="list-style-type: none"> • Negotiating and covering the cost of public liability insurance for the event 	APNOG
Programme development and management	<ul style="list-style-type: none"> • Determine session availability and room allocation • Recruit conference speakers 	APRICOT Programme Committee

	<ul style="list-style-type: none"> Evaluate speaker submissions and select speakers Manage speaker enquiries and presentations on-site Speaker presentation uploads 	APNIC (for APNIC sessions)
Network infrastructure	<ul style="list-style-type: none"> Design and install network infrastructure required for conference Monitor and manage network infrastructure during conference 	APNOG + Local Partner
Accommodation negotiation	<ul style="list-style-type: none"> Identify suitable accommodation providers and negotiate capacity and special rates for delegates and organisers 	APRICOT PM & APNOG
Partner management	<ul style="list-style-type: none"> Work closely with co-located event partners (eg. APTLD, APCERT, APSTAR, APIX, APNIC) to ensure all requirements are met and logistics are managed (Agree level of support for each / financial arrangements) 	APSTAR: APNOG & APRICOT PM APIX: APNIC APTLD: APNIC & APRICOT PM APCERT / FIRST TC: APNIC ISOC: APRICOT PM
Billing and financials	<ul style="list-style-type: none"> Manage all venue and supplier payments prior, during and post event Manage post event financials and accounts reconciliation 	APNOG (for APRICOT) APNIC (for APNIC specific requirements)

Additional APNIC-only tasks

Stenography	<ul style="list-style-type: none"> Arrange and manage stenographers for event – including integration with onsite A/V and webcast 	APNIC
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	<ul style="list-style-type: none"> • Steno support during event to assist with correct transcription during feed • Review of final transcripts to ensure accuracy 	
Communications during event	<ul style="list-style-type: none"> • Live tweeting of sessions via Twitter • Regular social media posts each day with photography, news, video, event reminders • Video interviews with speakers and community members, distributed via YouTube and used across social media • Regular blog posts reporting on sessions at the conference • Media management on site including interview requests • Conference report provided on website at the conclusion of the conference 	APNIC