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**Memorandum of Understanding  
BETWEEN  
THE ASIA PACIFIC NETWORK INFORMATION CENTER (APNIC)  
AND  
THE AUSTRALIAN CYBER EMERGENCY RESPONSE TEAM (AUSCERT)**

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**DATE**

15 June 2020

**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**), located at 6 Cordelia Street, South Brisbane, QLD 4101, Australia; and
- B. The Australian Cyber Emergency Response Team (**AUSCERT**), The University of Queensland, QLD 4072, Australia.

**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 and cyber security across the Asia Pacific region to support a global, stable and secure Internet.<sup>1</sup>

**OBJECTIVES**

2. The 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 and cyber 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 capabilities and capacity in information and cyber security; and

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

- (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) Discuss collaboration and facilitate training in various formats including but not limited to live webinars or co-delivered workshops;
  - (b) Assist when possible and appropriate into each other's Conference Program Committee allowing both Parties to expand on the views of talks, topics and speakers;
  - (c) Expand on cyber security training material that is already under Creative Commons Attribution-NonCommercial-ShareAlike 4.0 International (CC BY-NC-SA 4.0) licensing term, for the purpose of enriching the available material; and
  - (d) Exchange cyber security events, issues and information, where appropriate, for the purpose of assisting one another's constituency.

### **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 MoU is terminated, each party is solely responsible for any cost or expenses incurred.
- 7. This MoU does not create any enforceable obligations under the law.

**DURATION AND AMENDMENTS**

- 8. The Parties can modify this MoU by recording any such modification in writing signed by both parties.
- 9. The effective date of this MoU is the first date after both Parties have signed the document and will be valid for three (3) years and renewed automatically thereafter unless terminated by either party giving 30 days' notice in writing to the other party.
- 10. This MoU may be revoked or modified by mutual written agreement between the parties.

**SIGNATURES**

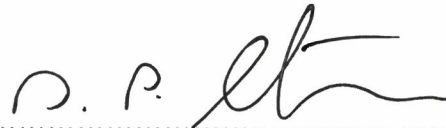
For APNIC:



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Name: Che-Hoo Cheng

Title: Infrastructure & Development Director

For AUSCERT:



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Name: Dr. David Stockdale

Title: Director, AUSCERT