

**MEMORANDUM OF UNDERSTANDING
AMONG
THE ASIA PACIFIC NETWORK INFORMATION CENTER (APNIC)
AND
WIDE PROJECT
AND
JAPAN REGISTRY SERVICES CO., LTD.**

Date

24 July 2020

Parties

This Memorandum of Understanding (**this MoU**) is made among:

- A. APNIC Pty Ltd ACN 081 528 101
for and on behalf of the Asia Pacific Network Information Centre
(**APNIC**);
- B. WIDE Project (**WIDE Project**),
a not-for-profit membership association in Japan; and
- C. Japan Registry Services Co., Ltd. (**JPRS**),
a corporation organized under the laws of Japan.

Background

- 1. WIDE Project, a not-for-profit research consortium of Internet related research based in Japan, is responsible for its function as one of the Root Server Operators (RSOs) and operates M-Root collaboratively with JPRS.
- 2. JPRS functions as the registry of ccTLD in Japan (.JP) and operates M-Root collaboratively with WIDE Project.
- 3. APNIC, a not-for-profit membership organisation, functions as the Regional Internet Registry for the Asia Pacific serving its members and the wider Internet community in the region. Since 2000, APNIC has been actively supporting the deployment of DNS root servers instances throughout the Asia Pacific region, working collaboratively with various rootserver operators.
- 4. WIDE Project and JPRS, which are jointly responsible for M-Root services as the M-Root Server Operator, have deployed M-Root globally and are seeking cooperation with APNIC to assist in further deployment.
- 5. APNIC, WIDE Project and JPRS (each a **Party** and collectively **the Parties**) perform critical roles within their own communities which support the



growth of an open, secure and stable Internet, and share an interest in promoting the further development, deployment and operation of DNS services.

Objectives

6. The Parties wish to cooperate mutually together in the further development, deployment and operation of M-Root services, as a means to improve DNS services to the Internet.
7. The beneficiaries of activities under this MoU include the global Internet communities, with focus on Asia Pacific region, and those interests will guide the mutual decisions by the Parties at all times.

Scope of this MoU

8. The Parties' collaboration under this MoU may include any of the following activities, in support of or related to the development, deployment and operation of M-Root services:
 - Identifying opportunities for M-Root deployment
 - Deployment, monitoring and maintenance of M-Root instances
 - Streamlining M-root deployment and operations by improving process and automation
 - Data collection including measurements, activity logging, technical and market surveys, etc
 - Analysis and reporting
 - Community engagement (NOGs, IXPs, Peering Forums, etc.)
 - Research and development
9. Any decisions of the Parties under this MoU will be made by unanimous consensus wherever possible. In the event a decision is required but cannot be made unanimously by the Parties, WIDE Project will decide.

No partnership or agency

10. This MoU does not create any partnership, agency, association, employment or any other fiduciary relationship or contractual relationship.
11. 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(ies) in any manner.

No transfer of funds

12. This MoU contemplates no transfer of funds among the Parties. In the event this MoU is terminated, each Party is solely responsible for the payment of any expenses it has incurred.

Status of this MoU

13. The Parties record their mutual intention that this MoU serves as a non-binding record of their understanding with no legal effect.
14. This MoU does not create any enforceable obligations under law. Provided that, any right, obligation or legally binding agreement shall only arise as a result of negotiation, execution and delivery of written agreement having terms and conditions satisfactory to the Parties in all respects.

Duration and amendments

15. This MoU supersedes and replaces any and all previous Memorandum of Understandings between or among the Parties on the subject matter of this MoU (if any).
16. The Parties can modify this MoU by recording any such modification in writing signed by all of the Parties.
17. The effective date of this MoU is the first date after all of the Parties have signed this MoU. This MoU continues for one (1) year from the effective date, and then automatically renews for each subsequent one-year period unless (a) either Party provides notice of non-renewal in writing for the other Parties at least thirty (30) calendar days before the expiration of the current term, or (b) sooner terminated, revoked or modified by mutual written agreement among the Parties.
18. Either Party may terminate this MoU by giving thirty (30) calendar days' notice in writing to the other Parties.

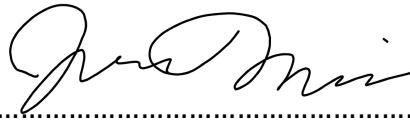
Signatures

For APNIC:



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Name: Paul Wilson
Title: Director General

For WIDE Project:



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Name: Jun Murai
Title: Founder

For JPRS



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Name: Koki Higashida
Title: President