

MEMORANDUM OF UNDERSTANDING

BETWEEN THE ASIA PACIFIC INTERNET EXCHANGE ASSOCIATION,
THE INTERNET SOCIETY, APNIC PTY LTD, AND APNIC FOUNDATION LIMITED

INTERNET EXCHANGE POINT DEVELOPMENT SUPPORT

Date:

This Memorandum of Understanding (**MOU**) is made between:

- A. The Asia Pacific Internet Exchange Association, a not-for-profit association of Internet Exchange Point operators (**APIX**);
- B. The Internet Society, a not-for-profit organisation located in Reston, Virginia, United States of America (**ISOC**);
- C. APNIC Pty Ltd, a not-for-profit organisation located in Brisbane, Queensland, Australia (**APNIC**); and
- D. APNIC Foundation Limited, a not-for-profit organisation located in Brisbane, Queensland, Australia (**APNIC Foundation**),

(each a **Party** and together the **Parties**).

Background

- 1. The Parties are each committed to the growth of an open, stable, and secure Internet and recognise the benefits of open and neutral Internet Exchange Points (**IXPs**) in advancing this mission.
- 2. The Parties have, historically, been individually approached by various stakeholders to aid in the establishment of new IXPs and the support of existing IXPs through the provision of funding, administrative support, training, and technical assistance.
- 3. The Parties wish to work together to contribute to the development of open, neutral and not-for-profit IXPs in the Asia Pacific region (**Region**).

Identification and collaboration

- 4. The Parties agree to cooperate and assist in the further development of not-for-profit IXPs in the Region by, where permitted to do so:

- (a) referring any new requests for funding assistance received to establish or support IXPs in the Region to APIX for coordination; and
 - (b) inviting the other Parties to participate in supporting the development of such IXPs.
5. Where the Parties agree to collaborate and assist in the establishment or support of a not-for-profit IXP (**Supported IXP**), they will (where permitted to do so):
- (a) work together to identify and verify the appropriate recipient of funding assistance;
 - (b) engage with their respective communities to identify additional potential network participants;
 - (c) communicate and exchange information regarding the Supported IXP; and
 - (d) endeavour to fulfil their individual commitments set out in this MOU.
6. If a Party chooses not to or is unable to participate in the establishment or support of a not-for-profit IXP (**Non-participating Party**), the other Parties may elect to pursue such support without the Non-participating Party and such support will be deemed to be provided to a Supported IXP.

Coordination and administration (APIX)

7. APIX will support the development of a Supported IXP by:
- (a) (**coordination and administration**) leading the coordination and administration of the support; and
 - (b) (**tracking and implementation**) tracking the progress and implementation of the support; and
 - (c) (**experience sharing**) sharing experience of running an IXP to the operator.

Funding (APNIC Foundation and ISOC)

8. Where the assistance to be provided to a Supported IXP involves the provision of funding (whether by grant, sponsorship or otherwise), ISOC and APNIC Foundation will endeavour to contribute such funding in equal proportions, unless otherwise agreed.
9. Any funding provided by a Party to the Supported IXP will be at the discretion of that Party and on those terms agreed between that Party and the Supported IXP.

10. Any funding provided by other party/parties not included in this MOU to the Supported IXP will be encouraged and on those terms agreed between the party/parties and the Supported IXP with the coordination of APIX along with the support of APNIC.

Training and technical assistance (APNIC)

11. APNIC will support the development of a Supported IXP by:
 - (a) **(training)** providing reasonably required training to the operator and participating networks of the Supported IXP to ensure they have the requisite expertise to operate and maintain the Supported IXP; and
 - (b) **(technical assistance)** providing technical assistance to the operator and participating networks of the Supported IXP in the implementation and technical configuration of the Supported IXP; and
 - (c) **(operational support)** providing other operational support to the operator and participating networks of the Supported IXP for smooth operations of the Supported IXP.

Publicity

12. Where the Parties agree to collaborate on the establishment or support of a Supported IXP, each Party will ensure that the other Parties are appropriately credited for such support in any press releases or marketing material as follows:

“Jointly supported by APIX, APNIC, APNIC Foundation and the Internet Society.”

No Partnership or Agency

13. This MOU does not create any partnership, agency, association, employment, or any other fiduciary relationship between the Parties.
14. This MOU does not give any Party any authority to act as agent for, or on behalf of, or to represent or bind any other Party in any manner.

Confidential information

15. Confidential information means information related to this collaboration and the Parties which is:

- (a) not in the public domain and which a Party or Parties has marked as confidential, or
 - (b) information of which one of the Parties has advised the other Party or Parties of the confidential nature.
16. During the term of this MOU and thereafter, each Party agrees to use all reasonable efforts to keep all confidential information strictly confidential and to use it only for the purpose of this MOU. Each Party should make its personnel aware of the confidential nature of the confidential information.

Status of this MoU

17. The Parties record their mutual intention that this MOU serves as a non-binding record of their understanding.
18. This MOU does not create any enforceable obligations under law.
19. No Party, including such Party's officers, directors or other representatives, will be liable to any other person or entity, including any other Party, for any direct, indirect, consequential, or any other form of damages as a result of this MOU.
20. Nothing in this MOU places any obligation on a Party to commit any funds or resources for any purpose unless otherwise agreed.

Duration and Amendments

21. The Parties may only modify this MOU by recording any such modification in writing signed by all Parties.
22. This MOU shall become effective on the date the last party signs this document and shall remain in full force and effect until written notice is given by either Party, after which the MOU shall terminate 30 days from the date of said notice, unless otherwise agreed.

Signatures

For **ISOC**:

DocuSigned by:



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Name: Sally Wentworth
Title: Senior Vice President
Date: 23/2/2022

For **APIX**:

DocuSigned by:



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Name: Katsuyasu Toyama
Title: Chairperson
Date: 24/2/2022

For **APNIC**:

DocuSigned by:



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Name: che-hoo Cheng
Title: Infrastructure & Development Director
Date: 23/2/2022

For **APNIC Foundation**:

DocuSigned by:

Duncan Macintosh

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Name: Duncan Macintosh

Title: CEO

Date: 24/2/2022