



MEMORANDUM OF UNDERSTANDING

BETWEEN

ASIA and PACIFIC INTERNET ASSOCIATION
(www.apia.org)

AND

ASIA PACIFIC NETWORK INFORMATION CENTRE (APNIC)
BRISBANE, AUSTRALIA

December 2003

MEMORANDUM OF UNDERSTANDING

This **MEMORANDUM OF UNDERSTANDING** (hereinafter “**MOU**”) is entered into this 1st day of January, 2004 by and among,

the **Asia and Pacific Internet Association** (hereinafter “**APIA**”), located at www.apia.org, with secretariat in Kuala Lumpur, Malaysia;

the **Asia Pacific Network Information Centre** (hereinafter “**APNIC**”), a not-for-profit organisation located at Brisbane, Australia

(hereinafter referred to collectively as the “Parties”).

WHEREAS, the Parties recognise the benefits of mutual cooperation between the Parties in Internet related issues, especially in the co-location of mutually beneficial Internet meetings and specifically the APRICOT conference;

WHEREAS, it is anticipated that each Party will benefit from the complementary skills, knowledge and experience of the other Party;

WHEREAS, APNIC has traditionally supported APRICOT with cash and in-kind contributions, including the development and maintenance of an online registration system;

NOW, THEREFORE, the Parties mutually agree as follows:

Article I

Promoting Infrastructure Development and Business in the Region and Industry: The Parties agree to cooperate to promote domestic and international Internet, standards, infrastructure development and services (hereinafter referred to as the “Industry”) in order to encourage Internet development in the entire Asia and Pacific region. The region served by APNIC as Regional Internet Registry is exactly coincident with the region covered by the annual APRICOT conference.

Exchange of Information and Materials and Mutual Assistance: The Parties agree to exchange information and material (whether printed, audio or visual) regularly. The Parties further agree to render mutual assistance with regard to activities undertaken on behalf of their respective members in the Region and within the normal parameters of each Party’s organisational activities. In this perspective, the parties also agree to allow website links between them.

Article II

Seminars and Conferences: The Parties agree to cooperate and render mutual assistance and reciprocate the attendance of their members to meetings, seminars, or conferences to further the goals of this MOU.

Training programs: The Parties agree to cooperate and render mutual assistance and reciprocate the attendance of their members to APNIC training programs; APIA will encourage participants and supporters of APRICOT to host training seminars developed and coordinated by APNIC training staff in their region.

Article III

APRICOT: The Parties recognize that APNIC has a fundamental role and presence as part of the annual APRICOT conference, and in that respect will cooperate and assist each other with the programme development for both Parties. The Parties agree that APNIC members will benefit from a 25% discount on the early-bird and regular APRICOT conference attendance fee. The Parties also agree that APNIC staff supporting the APNIC tracks are admitted to APRICOT as conference staff.

APRICOT Sponsorship: During the term of this agreement, APNIC will sponsor APRICOT to at least the "Platinum" level (or equivalent, valued at USD20,000) and will pay the corresponding sponsorship fee by the final date of the sponsorship discount period.

APRICOT Registration System: While the APNIC-developed registration system is in use for APRICOT events: APNIC agrees to maintain this system to a reasonable operating level, and to implement such modifications as are agreed by the parties; and APIA agrees to extend to APNIC a 25% discount on APNIC's chosen sponsorship level.

Article IV

Protection of Information: The Parties agree to use all reasonable efforts to protect any internal or proprietary document received from the other Party and hereunder described as confidential or proprietary.

Article V

Nonbinding Agreement; Amendments; Effective Date of Contract: The Parties hereby acknowledge and agree that this MOU is nonbinding and does not create any obligations under law. The Parties agree that any modifications or amendments to this MOU shall be done in writing, signed by both Parties. The MOU shall become effective on the date of its signing 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.

IN WITNESS WHEREOF, this **MOU** has been duly sealed and executed as of the date first above written.

Asia and Pacific Internet Association (APIA)

By: Abhisak Chulya

Title: Chair of the Board, Asia and Pacific Internet Association (APIA)

ASIA PACIFIC NETWORK INFORMATION CENTRE (APNIC)

By: Paul Wilson

Title: Director General
