



MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (this "MOU"), dated as of 26/01/2021 (the "Effective Date"), is by and between the African Network Information Centre (AfrINIC) Ltd, having its registered office at 11th floor, Standard Chartered Tower, Cybercity, Ebene, Mauritius ("AFRINIC"), and the African Telecommunications Union ("ATU"), a Specialized Institution of the African Union and having its headquarters at CA Building, Waiyaki Way, PO Box 35282 – 00200, Nairobi, Kenya.

AFRINIC and ATU are hereinafter referred to individually as a "Party" and collectively as the "Parties."

WITNESSETH:

WHEREAS,

1. AFRINIC is the Regional Internet Registry (RIR) for Africa. It is responsible for the distribution and management of Internet number resources - IP address space (IPv4 and IPv6) and Autonomous System Numbers (ASNs) - in its service region, which includes Africa and the Indian Ocean region. AFRINIC's mission is to serve the African Internet community by delivering efficient services in a global multi-stakeholder environment.
2. ATU is an intergovernmental organisation with a mission that includes fostering collaborative and multilateral partnerships in ICT research and development, encouraging a strong bias for action and effectiveness, and advocating for the development of information and knowledge society in Africa.

NOW, THEREFORE, the Parties agree as follows:

Article 1. Objectives of the MOU

Consistent with the statements in the preamble of this MOU, ATU and AFRINIC expressed their common interests in joining expertise in the development of Internet in Africa through the following projects ("the Projects"):

- a) Capacity building on IPv6 migration strategy / policy and the effective deployment of IPv6 at the national level.
- b) To develop and implement tools for Internet performance measurements.

AFRINIC and ATU shall explore other potential areas of collaboration that are consistent with their respective mandates and areas of expertise.

Article 2. Roles of AFRINIC

For the purposes of this MOU, AFRINIC shall undertake the following activities:

- a) Provide such technical assistance and expertise in Internet addressing and numbering policy issues including developing internet measurement tools as well as courseware to build & transfer implementation capacity; and
- b) Perform such other relevant activities that are consistent with this MoU.

Article 3. Roles of ATU

For the purposes of this MoU, ATU shall undertake the following activities:

- a) Identify & convene stakeholders to take part in the Project' implementation; and
- b) Perform such other relevant activities that are consistent with this MoU.

Article 4. Implementation of the Partnership

The Parties shall develop an annual action plan that identifies and agrees on the joint activities such as capacity building workshops and related projects to be undertaken and their respective targeted outcomes. The Parties will agree on the way to support and organize the activities.

Article 5. Notices/Correspondences

- a) Any correspondence, including notices and general communication between the Parties pursuant to this MOU shall be in writing and deemed to be sufficiently delivered when served on the Parties and acknowledged by its duly authorized officers.
- b) All correspondences and notices under this MOU shall be addressed to the following:

For AFRINIC:

Name: Eddy Kayihura
Title: Chief Executive Officer
Address: 11th Floor, Standard Chartered Tower, Cybercity, Ebène,
Mauritius
Email: ceo@afinic.net
Phone: +230 403 51 00

For ATU:

Name: .John OMO
Title: .Secretary General
Address: CA Building, Waiyaki Way, Nairobi - Kenya
Email: .sg@atu-uat.org
Phone: .+254 722 203132

Article 6. Costs

Each Party shall bear its own costs in connection with this MOU, as described in the Article 2 and Article 3 above.

Article 7. Intellectual property rights

Each Party or its licensor shall continue to own the intellectual property developed by it prior to or independently of this MOU.

By entering into this MOU, the parties undertake:

- (a) Not to use each other's intellectual property without the prior express written consent of the other,
- (b) To ensure the confidentiality of such intellectual property of the other within its respective organizations, and
- (c) Not to use each other's intellectual property other than for the purpose of this MOU.

The Parties agree that neither of them shall gain by virtue of this MOU any rights of ownership or any other interest, right, or title to copyrights, patents, trade secrets, trademarks, or any other intellectual property rights owned by the other party. Except as otherwise explicitly agreed between the Parties, any and all works developed in the course of performing obligations pursuant to this MOU and all new inventions, innovations, or ideas developed by a Party in the course of performance of its activities under this MOU will belong to that Party who develops the same. To the extent such intellectual property is created, the owning Party shall grant a non-exclusive, worldwide, royalty-free license to the other Party for the use of the intellectual property solely in connection with the activities under this MOU. If the Parties undertake any joint development in the course of providing services under this MOU, any such joint development will be governed by a separate agreement to be negotiated in good faith by the Parties prior to the commencement of any joint development efforts.

Article 8. Confidentiality

During the term of this MOU, each Party may disclose to the other its Confidential Information. Confidential Information shall mean all information marked "Confidential" or under any similar legend indicating the confidentiality of the information or information which by its nature is confidential, except such information as is (a) previously known to the receiving party at the time of disclosure; or (b) independently developed by the receiving party without reference to Confidential Information of the disclosing party; (c) disclosed to the receiving party by a third party without an obligation of confidentiality; (d) already in or subsequently comes into the public domain (other than as a result of a breach of this MOU); or (e) required to be disclosed by the receiving party by law, regulation, court order or other legal process.

The receiving party shall hold such Confidential Information in strict confidence for the disclosing party and shall not use it except in furtherance of the relationship set forth in this MOU, or except as it may be authorized by the disclosing party in writing. The

receiving party shall further be responsible for the compliance of the foregoing by its employees or agents.

Article 9. Representations and warranties

Each Party represents and warrants that such party has all necessary corporate power and authority, respectively, to enter into this MOU and to perform its obligations hereunder.

Each Party warrants to the other party that all materials, data, information and other assistance provided by it shall not, to the best of its knowledge, infringe third party's intellectual property rights and agrees to hold the other party fully indemnified and harmless and at all times keep the other party indemnified against any loss, damages, costs and expenses including attorney's fees, which may be incurred as a result of any action or claim that may be made or initiated against it as result of any action on the part of the other party.

Article 10. Term & Cancellation

This MOU shall be valid for a period of Twenty-Four (24) months initially, from the date of signing, after which it can be renewed by mutual agreement between the parties on the basis of future opportunities and cooperation. This MOU can also be terminated by either party during its tenure by giving thirty (30) days written notice to the other.

Article 11. Governance Law and jurisdiction


This MOU shall be governed by the laws of the Republic of Mauritius. Any dispute between the Parties arising out of this MOU shall be resolved amicably, to the exclusion of the court, through negotiation, within a reasonable period of time and any such settlement shall be made in writing.

Article 12. Non-binding nature of MOU

- (a) Save and except for the provisions contained herein, this MOU is not intended to create any legal or binding obligations.
- (b) The Parties intend that no Party shall be legally bound by any covenants or agreements until and unless the Parties enter into a definitive agreement.


IN WITNESS WHEREOF, the Parties hereto have caused this Memorandum of Understanding to be executed as of the Effective Date by their respective officers thereunto duly authorized.

AFRICAN TELECOMMUNICATIONS
UNION

Signature: 
Name: John OMO
Title: Secretary General
Date: 17/07/2021



AFRICAN NETWORK INFORMATION
CENTRE (AFRINIC) LIMITED

Signature: 
Name: Mr. Eddy Kayihura
Title: Chief Executive Officer
Date: 26/07/2021

AFRINIC Ltd
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