

## MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (this "**MOU**"), dated as of July 24, 2020 (the "**Effective Date**"), is by and between the Internet Society, a District of Columbia non-profit corporation with offices located at 11710 Plaza America Drive, Suite 400, Reston, VA 20190-5108 U.S.A. (the "**Internet Society**" or "**ISOC**"), and the African Network Information Centre (AFRINIC) Ltd, a Mauritian Company, with registered office located at 11th floor, Standard Chartered Tower, Cybercity, Ebene, Mauritius. ("**AFRINIC**").

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

### WITNESSETH:

**WHEREAS**, the Internet Society is a global non-profit organization, trusted as the world's independent source of leadership for Internet policy, technology standards, and future development. We work to ensure the Internet continues to grow and evolve as a platform for innovation, economic development, and social progress for people around the world; and

**WHEREAS**, AFRINIC is the Regional Internet Registry for the African region and its mission involves, inter-alia, providing professional and efficient distribution of Internet number resources to the African Internet community, supporting Internet technology usage and development across the continent and to strengthen Internet self-governance in Africa through a bottom-up, multi-stakeholder ; and

**WHEREAS**, both ISOC and AFRINIC share a vision of an open, globally connected, secure and trustworthy Internet for everyone.

**NOW, THEREFORE**, the Parties agree as follows:

#### 1. OBJECTIVE

- 1.1 Consistent with the statements in the preamble of this MOU, the Parties wish to discuss the prospect for collaborating on development of Internet in Africa.

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

## **2. COLLABORATION**

- 2.1 Further to the achievement of any common objectives that may be agreed, the Parties intend to consider the following ways to collaborate with each other on the common objectives identified above.

- (a) Share knowledge, ideas and lessons learned;
- (b) Plan joint activities in areas of common interest;
- (c) Pool efforts and expertise;
- (d) Utilize and leverage their existing resources and facilities to mutual advantage and benefit;
- (e) Collaborate on the promotion, preparation and organization of workshops, conferences and/or training seminars;
- (f) Collaborate on the organization and execution of projects or research, including but not limited to Internet Measurement, Routing security, IETF-Africa, and Internet exchange Point
- (g) Jointly engage in a dialogue with stakeholders and others interested in activities being pursued under this MOU; and
- (h) Collaborate on ways to join with other entities engaged in activities similar, supplemental or related to those being pursued under this MOU.

## **3. KEY POINTS OF CONTACT**

- 3.1 Each Party designates its representative with overall responsibility for implementing this MOU, including responsibility for formulating work plans for activities to be undertaken pursuant to it:

- (a) For AFRINIC:

Name: Eddy Kayihura  
Title: Chief Executive Officer  
Address: Standard Chartered Tower, 11<sup>th</sup> Floor,  
Cybercity, Ebène  
Email: eddy@afarinic.net  
Phone: +2304035100

- (b) For ISOC:

Name: Dawit Bekele  
Title: Regional Vice President - Africa  
Address: P.O. Box 3479, Addis Ababa, Ethiopia  
Email: bekele@isoc.org  
Phone: +251913885959

**4. COSTS**

4.1 Each Party shall bear its own costs in connection with this MOU.

**5. GOVERNING LAW AND JURISDICTION**

5.1 This MOU shall be governed by and construed in accordance with the laws of the Commonwealth of Virginia, and that any dispute, controversy or claim arising in respect thereof shall be mutually resolved through negotiation, within a reasonable period of time and any such settlement shall be made in writing.

**6. DURATION**

6.1 This MOU shall be for a term of one-year renewable for another term upon mutual agreement by Parties.

**7. NON-BINDING NATURE OF MOU**

7.1 This MOU is not intended to create any legal or binding obligations.

7.2 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.

**INTERNET SOCIETY**  
By:   
Name: **\_ Dr. Dawit Bekele**  
Title: **Regional Vice President-Africa**  
Date: July 24, 2020

**AFRINIC**  
By:   
Name: **\_ Mr. Eddy Kayihura**  
Title: **Chief Executive Officer**  
Date: July 24, 2020