

COLLABORATION AGREEMENT

This Collaboration Agreement (this “Agreement”), is entered into on the date of signature (the “Effective Date”) by and between the Internet Society, a nonprofit corporation formed under the laws of the District of Columbia (“ISOC”) and the African Network Information Centre (AfriNIC) Ltd, a nonprofit corporation formed under the laws of Mauritius (“AfriNIC”). ISOC and AfriNIC are sometimes referred to herein individually as a “Party” and collectively as the “Parties.”

RECITALS

WHEREAS, ISOC is a Section 501(c)(3) non-profit organization, trusted as the world’s independent source of leadership for Internet policy, technology standards, and future development;

WHEREAS, ISOC works to ensure the Internet continues to grow and evolve as a platform for innovation, economic development, and social progress for people around the world;

WHEREAS, AfriNIC is a nonprofit organization whose mission is to provide professional and efficient distribution of Internet number resources to the African Internet community, to support Internet technology usage and development across the continent and to strengthen Internet self-governance in Africa through a bottom-up, multi-stakeholder Policy Development Process;

WHEREAS, ISOC and AfriNIC have a shared goal to enhance the growth of the Internet measurement and research community in Africa.

WHEREAS, ISOC has determined that it would further its mission to collaborate with AfriNIC in order to grow the Internet measurements and research community, increase the number of IXPs participating in Internet measurements, and improve the implementation of the ARDA project.

NOW THEREFORE, in consideration of the promises and undertakings set forth herein and for other good and valuable consideration, the receipt and legal sufficiency of which are hereby acknowledged, accepted and agreed to, the Parties agree as follows:

ARTICLE 1

COLLABORATION

1.1 Background.

1.1.1 ISOC commissioned the development of the Africa Route-collector Data Analyser (“ARDA”) between 2016 - 2017 in partnership with Universidad Carlos III de Madrid, IMDEA research institute with the goal of transitioning the ARDA system to the IXP community in Africa. The ARDA system is free and open source and collects raw IP Routing (BGP) data from PCH and Routeviews collectors, performs matrix analysis and provides multi-year reports and statistics on the state of interconnection at participating IXPs in Africa. The ARDA system is one

of the anchor tools/resources that can help achieve the common goal of AfriNIC and ISOC to grow the Internet Measurement and Research Community in Africa.

1.1.2 ISOC procured the ARDA hardware (server) and it is hosted by the South African IXP (“INX-ZA”). ISOC also has support from the African IXP Association (“AF-IX”) through informal agreements, which ISOC is working to formalize through a separate memorandum of understanding with AF-IX.

1.1.3 AfriNIC is the Regional Internet Registry for Africa and the Indian Ocean Region and has an existing relationship with the Internet research team from the University of Cape Town (“UCT”), which has done previous Internet measurements work.

1.2 Objective. To grow the Internet measurements and research community, increase the number of IXPs involved in participating in Internet measurements, and obtain ARDA data analysis needed for the InfraComDev Impact indicator #1 (the “Project”).

1.3 Duties and Responsibilities of AfriNIC.

1.3.1 AfriNIC will contribute funding for the Project in the amount of USD \$11,000 per year over a three (3) year period between 2021 and 2023 to oversee the Project as provided in Section 1.3.3 of this Agreement.

1.3.2 AfriNIC will expand the scope of its partnership with the University of Cape Town (UCT) to include ARDA and will use best efforts to enter into a bilateral agreement with UCT that includes ARDA.

1.3.3 AfriNIC will oversee research fellow at UCT for the purpose of developing a research community and such other activities in support of the Project as agreed to between AFriNIC, AF-IX, and INX-ZA and approved by ISOC.

1.4 Duties and Responsibilities of ISOC.

1.4.1 ISOC will ensure that the ARDA server has the necessary vendor or supplier hardware support and warranty for the duration of the Project.

1.4.2 ISOC will work closely with AfriNIC, AF-IX, UCT and INX-ZA to find ways to improve the implementation of the ARDA.

1.4.3 ISOC will provide funding to AfriNIC in the amount of USD \$60,000 over a three (3) year period between 2021 and 2023 to use for the engagement of research fellows at UCT as provided in Section 1.3.3 of this Agreement.

1.5 Timeline and Deliverables.

1.5.1 Established development and support framework for ARDA in 12 months.

1.5.2 Quarterly progress reports for the duration of agreement.

1.5.3 Launch of updated ARDA 2.0 in 24 months.

1.5.4 Established Internet measurement and research community supporting ARDA tool in 36 months.

ARTICLE 2

TERM AND TERMINATION

2.1 Term. The term of this Agreement (“Term”) shall begin on the Effective Date and continue for three years unless earlier terminated by either Party pursuant to Section 2.2 below.

2.2 Termination. Either Party may terminate this Agreement for any reason upon thirty (30) days’ prior written notice. It may be terminated on five (5) days’ written notice by either Party if the other Party has breached its obligations hereunder.

ARTICLE 3

INDEMNIFICATION

3.1 Indemnification. Each Party agrees to defend, indemnify and hold the other Party, its officers, employees and agents harmless from and against any and all third party claims for injury or damages, and all resulting liability, loss, expense and attorneys’ fees, to the extent arising out of (a) such Party’s negligence or willful misconduct in the performance of the activities under this Agreement; or (b) such Party’s breach of Article 5.

ARTICLE 4

INTELLECTUAL PROPERTY

4.1 Use of Marks. Except as otherwise set forth in this Agreement or in a written marketing plan mutually agreed by the Parties, each Party will not display, distribute, copy or use any logos, trademarks or other proprietary indicia (collectively, “Marks”) of the other Party, or any trademarks confusingly similar to any of the other Party’s Marks, without the other Party’s prior written consent. Any permitted use of the other Party’s Marks shall be in accordance with any guidelines or restrictions provided or made available by the other Party. Each Party acknowledges the other Party’s rights to such Marks and the goodwill pertaining thereto, and each Party agrees that all goodwill associated with its use of any of the other Party’s Marks will enure entirely for the benefit of the other Party. Each Party will not register any of the other Party’s Marks, or any trademarks confusingly similar thereto, in any jurisdiction. Subject to the foregoing, each Party grants to the other Party, during the term of this Agreement, the right to use such Party’s Marks solely for the purpose of acknowledging the Collaboration.

4.2 Reservation of Rights. Each Party reserves all intellectual property rights not expressly granted to the other Party in this Agreement.

ARTICLE 5

CONFIDENTIALITY

5.1 Confidentiality. In the course of the activities under this Agreement it may be necessary for the Parties to disclose Confidential Information. Unless otherwise expressly permitted in this Agreement, any and all information, correspondence, financial statements, records, data, or information that is competitively sensitive and not generally known to the public, including formulations, analysis, inventions, improvements and activities of the disclosing Party, disclosed by one Party to the other Party under this Agreement, and any materials to the extent containing or reflecting any of the foregoing (collectively, "Confidential Information") shall be received and treated in confidence, and shall not be used by the receiving Party or disclosed by the receiving Party without the prior written consent of the disclosing Party, except to the extent reasonably necessary to perform or enforce this Agreement. These restrictions on use or disclosure of information do not extend to any item of information which (a) is publicly known at the time of the disclosure hereunder, (b) is lawfully received by the receiving Party from a third party which does not have a confidential relationship to the disclosing Party, (c) the receiving Party can demonstrate was in its possession or known by it before its receipt from the disclosing Party, or (d) the receiving Party is required by law to disclose to government authorities (including courts), but solely to the extent necessary to comply with such legal requirement and in reasonable cooperation with the disclosing Party. The receiving Party shall promptly notify the disclosing Party upon discovery of any unauthorized access, use or disclosure of the disclosing Party's Confidential Information. Unless otherwise required to perform under a Further Agreement or otherwise expressly agreed by the Parties in writing, each receiving Party shall, at the expiry or termination of this Agreement, return to the disclosing Party any and all documents provided by the disclosing Party, and any copies, extracts or summaries thereof, which include or reflect any Confidential Information. Each Party will comply with all laws and regulations applicable to its performance of this Agreement.

ARTICLE 6

MISCELLANEOUS

6.1 Representations and Warranties. Each Party represents and warrants that: (a) it is duly authorized to operate under the laws of its respective jurisdiction; (b) it is in good standing under the applicable laws of such jurisdiction; (c) it is expressly and duly authorized by its respective institution to execute this Agreement; (d) it has all rights and consents necessary to grant the rights (if any) expressly granted by it under this Agreement; (e) it will perform its respective obligations under this Agreement in a professional and diligent manner in accordance in all material respects with the applicable terms of this Agreement; and (f) there are no legal restrictions or bars to such Party entering into and performing this Agreement. EXCEPT FOR ANY WARRANTIES EXPRESSLY SET FORTH IN THIS AGREEMENT, EACH PARTY DISCLAIMS ALL OTHER WARRANTIES OF ANY KIND, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

6.2 Limitation of Liability. Except for any breach of Article 5, each party shall not be liable to the other Party for any direct, consequential, or incidental damages.

6.3 Notices. The Parties must give all notices under this Agreement in writing. All communications must be sent to the addresses set forth below or to such other address designated by the Parties by written notice. Notices are effective upon receipt.

For ISOC: Name: Andrew Sullivan
 Title: President and Chief Executive Officer
 Address: 1710 Plaza America Drive, Suite400, Reston,
 Virginia 20190, United States of America

Phone: -
Email: ceo@isoc.org

For AfriNIC: Name: Eddy Kayihura
 Title: Chief Executive Officer
 Address: 11th Floor, Standard Chartered Tower,
 Cybercity, Ebène, Mauritius

Phone: +230 4035100
Email: ceo@afrinic.net

6.4 Entire Agreement and Modification. This Agreement constitutes the entire legal agreement between the parties relating to the subject matter hereof. Modifications or waivers to this Agreement shall only be effective upon the written agreement signed by duly authorized officers of both Parties.

6.5 Severability. If any provision in this Agreement is held invalid or unenforceable, the other provisions will remain enforceable, and the invalid or unenforceable provision will be considered modified so that it is valid and enforceable to the maximum extent permitted by law.

6.6 Assignment. Except for an assignment to an affiliate or subsidiary under common control, neither Party may assign this Agreement or any right or obligation hereunder without the prior written consent of the other Party, which consent may be withheld in the other Party's sole discretion.

6.7 No Partnership. Nothing in this Agreement shall be deemed to create any joint venture, joint enterprise, or agency relationship among the Parties, and no Party shall have the right to enter into contracts on behalf of, to legally bind, to incur debt on behalf of, or to otherwise incur any liability or obligation on behalf of, the other Party hereto, in the absence of a separate writing, executed by an authorized representative of the other Party. Each Party shall be solely responsible for its employees and contractors used to provide the Collaboration.

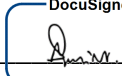
6.8 Governing Law. This Agreement shall be construed in accordance with the laws of the Commonwealth of Virginia.

6.9 Public Disclosures and Publicity. Any party hereto shall have the right to make any disclosures concerning this Agreement to the extent that such disclosures may be required by law. The Party required to make the disclosure shall provide prior written notice to the other party of the disclosure and, if feasible, an opportunity to comment on the disclosure. The Parties hereby agree not to disparage or make any derogatory or false statements concerning each other, its directors, officers or employees.

6.10 Counterparts. This Agreement may be executed in one or more counterparts, each of which will be deemed an original but will constitute one and the same instrument. Transmission by fax or PDF of executed counterparts constitutes effective delivery.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement by their respective authorized officers effective as of the Effective Date.

INTERNET SOCIETY


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By: 
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Name Andrew Sullivan

Title President & CEO

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AFRICAN NETWORK INFORMATION CENTRE (AFRINIC) LTD


DocuSigned by:
By: 
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Name Kayihura M. Eddy

Title Chief Executive Officer

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