



MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (this "MOU"), dated as of 2/06/2022 (the "Effective Date"), is by and between the African Network Information Centre Ltd, a Mauritian Company, having its registered office at 11th floor, Standard Chartered Tower, Cybercity, Ebene, Mauritius ("AFRINIC"), and the Malawi Communications Regulatory Authority ("MACRA"), a public Institution in Malawi, having its headquarters at 9 Salmin Amour Road, Private Bag 261, Blantyre, Malawi,

AFRINIC and MACRA 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 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.

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MACRA is the communications (ICT) Regulator in Malawi established under section 4 of the Communications Act, Cap 68:01 of the Laws of Malawi to regulate the provision of communication as well the Authority mandated to regulate the management of Country Code Top Level Domain under the Electronic Transaction and Cyber Security Act Cap 68:02 of the laws of Malawi.

NOW, THEREFORE, the Parties agree as follows:

Article 1. Objectives of the MOU

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

- a) Capacity building on IPv6
- b) Deployment of IPv6
- c) Implementation of Internet Routing Security
- d) Any other issue related to the development of internet.

AFRINIC and MACRA 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 as well as courseware to build & transfer deployment capacity.
- b) Perform such other relevant activities that are consistent with this MoU.

Article 3. Roles of MACRA

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

- a) Identify & convene local stakeholders to take part in the deployment of 'Projects';
- b) Ensure equipment and tools (hardware and software) pertaining to the Project's deployment are funded by beneficiaries;
- c) Facilitate and provide venue and logistics for face-to-face AFRINIC workshop or training; and
- d) Perform such other relevant activities that are consistent with this MOU.

Article 4. Notices/Correspondences

- a) Any correspondence or communication between the parties pursuant to this MOU or notices to be given 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@afarinic.net
Phone: +230 403 51 00

For MACRA:

Name: Daud Suleman
Title: Director-General
Address: 9 Salmin Armour Road, Ginnery
Corner, Blantyre.
Email: DG@macra.mw
Phone: .+265 1 883 890

Article 5. Costs

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

Article 6. 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.

Article 7. Mutual Confidentiality

Each Party shall maintain the confidentiality of the terms of, and the content of communications and disclosures regarding, this MOU, except for any disclosures expressly permitted under the terms of a written agreement (if any) between the Parties.

Article 8. 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 the 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 9. Amendments

Either Party may propose an amendment to this MOU by means of written notice to the other Party. An amendment will be effected only upon the mutual written consent of the Parties.

Article 10. Term & Termination

This MOU shall be effective as of the Effective Date and will remain effective unless the Parties agree to terminate it.

Notwithstanding the clause above, either Party may terminate this MoU by giving the other Party three (3) months' notice of intention to terminate.

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, and any such settlement shall be made in writing.

Article 12. Effective Date

This MoU shall be effective upon its execution.

Article 13. 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.

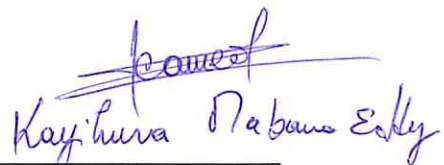
IN WITNESS WHEREOF, the undersigned, being duly authorized representatives of the parties, have on the date herein indicated, caused this MoU to be executed in duplicate in English language, both copies being mutually authentic.

**MALAWI
COMMUNICATIONS
REGULATORY AUTHORITY
(MACRA)**

**AFRICAN NETWORK
INFORMATION CENTRE
LIMITED (AFRINIC)**



Signature: _____
Name: Daud Suleman
Title: Director General
Date: 20 May 2022



Signature: _____
Name: Mr. Eddy Kayihura
Title: Chief Executive Officer
Date: _____