

MEMORANDUM OF UNDERSTANDING

BETWEEN

NIGERIAN COMMUNICATIONS COMMISSION

AND

AFRICAN NETWORK INFORMATION CENTRE
(AFRINIC) LIMITED

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THIS MEMORANDUM OF UNDERSTANDING is made this 18th of May 2020

BETWEEN

NIGERIAN COMMUNICATIONS COMMISSION, a statutory body with perpetual succession rights established under the Nigerian Communications Act, 2003 with its head office at Plot 423, Aguiyi-Ironsi Street, Maitama, Abuja, Nigeria (hereinafter referred to as "NCC") of the one part,

AND

AFRICAN NETWORK INFORMATION CENTRE (AFRINIC) LIMITED, a company incorporated in the Republic of Mauritius (hereinafter referred to as "AFRINIC" which expression shall where the context so admits include its successors-in-title) of the other part.

WHEREAS:

1. NCC is the national regulatory authority in the Communications industry with responsibilities including ensuring the provision of qualitative and efficient telecommunications services throughout the country.
2. The African Network Information Centre (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.

3. With less than 2,058,752 /32s (As /8s 0.12)IPv4 addresses remaining for the entire Africa, IPv6 deployment is now a critical endeavor for the continued development of the Internet in Africa. Therefore, this understanding is required to raise Nigeria's IPv6 deployment level from 9.51% to 30% in the next two years based on agreed value framework.

NOW THEREFORE, THIS MoU WITNESSES AS FOLLOWS:

Article 1-Objectives of the MoU

To ensure mutual cooperation between the parties for the purposes of achieving the following:

1. Accelerate the rate of IPv6 deployment in Nigeria through universally defined and tracked metrics.
2. Build IPv6 deployment capability in Nigerian policy makers, managers & engineers.
3. Cap/reduce the sharing of addresses through IPv4 address sharing technologies like NAT.
4. Create a regional/continental reference case study for IPv6 deployment.
5. Stop the dumping of legacy (IPv4-only) technology into Nigeria.
6. Facilitate the accessibility of AFRINIC IPv6 certifications to Nigerian network engineers.
7. Increase the number of recognised skilled IPv6 engineers.
8. Achieve an extended and financially sustainable capacity development program related to Internet technology.

Article 2. Multi-stakeholder collaboration

In pursuing the objectives of this MoU, both parties undertake to ensure a multi-stakeholder coordination involving both governmental institutions and all actors in the ICT ecosystem operating in the private sector.



Article 3-Roles of NCC

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

- 1 Identify & convene local stakeholders, including but not limited to:
 - a. Government ICT executives & managers
 - b. Private sector technology leaders
 - c. Network operators
 - d. University professors
- 2 Organise local events that will facilitate greater exposure of AFRINIC
- 3 Implement the strategy that is consistent to this MoU
- 4 Monitor & publicise quarterly progress
- 5 Fund all events (venue, catering, logistics, and publicity).
- 6 Fund travel and accommodation for AFRINIC's experts for all the events.
- 7 If required, pay for international certification of engineers and trainers locally under the certi6 program.
- 8 Perform such other relevant activities that are consistent with this MoU.

Article 4- Roles of AFRINIC

For the purposes of this MoU, AFRINIC shall undertake, free of charge, the following activities:

- 1 Provide such technical expertise, tools and courseware to achieve the following:
 - (a) Build & transfer deployment capacity
 - i. Executives & Managers
 - ii. Project managers & coordinators
 - iii. Engineers
 - iv. Tools & techniques



- (b) Facilitate hackathons
 - i. Strategy review or creation
 - ii. Actual IPv6 deployment
- (c) Assist in conducting such research, analysis and make such recommendations where appropriate.

2. AFRINIC shall also perform such other relevant activities that are consistent with this MoU.

Article 5-Notices/Correspondences

- i. 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.
- ii. All correspondences and notices under this MoU shall be addressed to the following:

NCC- To the Executive Vice Chairman, Nigerian Communications Commission on the one hand and for the attention of the Director, New Media and Information Security
Plot 423 Aguiyi Ironsi Street, Maitama, Abuja, FCT 900271,
Federal Republic of Nigeria
ncc@ncc.gov.ng
+2349 461 7000

AFRINIC
Chief Executive Officer, AFRINIC LTD
11ABC Standard Chartered Tower
Ebene, Mauritius
ceo@afrinic.net | +2304035100

Article 6-Entry into Force, Modification and Termination

This MoU will enter into force on the date of its Execution by the parties and may be modified or amended with the mutual written consent of both parties.



The MoU may be terminated upon either Party by providing one month notice to the other party. Provided that as a mark of good faith, both parties will endeavour to perform any outstanding role due from it at the termination of the MoU.

Article 7- Duration

This MoU shall be for a term of one-year renewable for another term upon mutual agreement by parties

Article 8- Declaration of Fair Dealings

In entering this MoU, the parties agree and hereby declare their intentions that this MoU shall operate between them with fairness and without detriment to the interest of either party. None of the parties shall be expected to make undue gains or occasion undue losses at the expenses of the other party and all provisions herein contained shall be applied in good faith.

Article 9-Governing Law

This MoU shall be governed by the Laws of the Federal Republic of Nigeria.

Article 10-Third/Other Parties

1. In no way does this MoU restrict the Parties herein from entering into similar agreements with other public or private agencies, organizations and individuals.
2. Neither party may assign or transfer its responsibilities under this MoU without the prior written consent of the party.

Article 11- Settlement/Resolution of Misunderstandings

1. Where there is any dispute or claim between the Parties arising out of or relating to this MoU or in respect of the construction, interpretation, breach, termination or invalidity of this MoU, the Parties and/or their

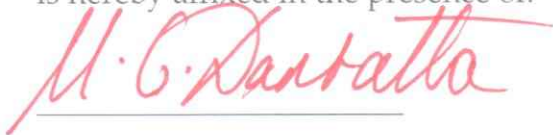


legal representatives shall use their best endeavor to settle any such dispute amicably through mutual consultation/negotiation.

2. Where parties fail to resolve, the dispute shall be referred to and settled by arbitration with the appointment of one or more arbitrators by the Nigerian Institute of Chartered Arbitrators in accordance with the Arbitration and Conciliation Act, Cap A18 Laws of the Federation of Nigeria, 2004. The venue of arbitration shall be Abuja, unless otherwise mutually agreed by the parties

IN WITNESS WHEREOF, the Parties hereto have executed this MoU in the manner below, on the day and year first above written.

THE COMMON SEAL of the within named "NCC"
NIGERIAN COMMUNICATIONS COMMISSION
is hereby affixed in the presence of:



EXECUTIVE VICE CHAIRMAN/CEO



THE COMMON SEAL of the within named "AFRINIC"
AFRICAN NETWORK INFORMATION CENTRE LIMITED
is hereby affixed in the presence of:



CHIEF EXECUTIVE OFFICER



LEGAL ADVISOR