



Memorandum of Understanding

Between

The African Network Information Centre Limited (AFRINIC Ltd) referred herein as “AFRINIC”, a not-for-profit organisation registered and incorporated at Standard Chartered Tower, 11th Floor, Ebene Cybercity, Mauritius,

and

Packet Clearing House referred herein as “PCH”, a not-for-profit international organisation responsible for providing operational support and security to critical Internet infrastructure, incorporated at 932 Parker St #3, Berkeley, California 94710, USA

A. Purpose and Scope

The purpose of this Memorandum of Understanding (MOU) is to clearly identify the roles and responsibilities of each party as they relate to the deployment of a DNS node as part of the AFRINIC and PCH DNS partnership programme.

B. Definitions

“Root DNS Operator” shall be referred as an IANA appointed agent that is responsible for one of the IANA recognised DNS Root Servers.

“IANA”, the Internet Assigned Numbers Authority (IANA), is responsible for the global coordination of the DNS Root, IP addressing, and other Internet protocol resources.

“Name Server Infrastructure” will be referred as a set of infrastructure (hardware and associated software) that are responsible for delivering the Domain Name Services (DNS).

“Host” shall be the network, or operator of the facility that houses the local copy of the DNS root.

“Primary Name Service” is the authoritative set of DNS information that the Host will make available to the Provider for the purposes of replication via the DNS.

C. Recognition

The parties recognise the IANA as the sole root of authority of the DNS system during the term of this MoU. The parties acknowledge that neither the Host nor AFRINIC shall have any control over the zone information published via the Name Server Infrastructure, which is under the control and administration of other DNS Operators or TLD registries. This installation will distribute the DNS information in a distributed, resilient manner, as best serves the operation of the DNS and the Internet. Responsibility for the day-to-day management and function of the Name Server Infrastructure is held by the PCH operations team.

D. Obligations

1. AFRINIC Obligations

AFRINIC will co-ordinate with PCH on the selection of suitable hosting locations in the AFRINIC service region.

AFRINIC will provide for the purchase cost and installation of the approved Name Server Infrastructure at each selected site.

Once deployed, and throughout the life of this agreement, AFRINIC shall neither contribute to the cost of operation, nor seek compensation from PCH nor the Host for provision of this service.

2.PCH Obligations

PCH will co-ordinate with AFRINIC on the selection of suitable hosting locations in the AFRINIC service region.

PCH shall provide the specifications for the Name Server Infrastructure.

PCH shall coordinate the Name Server Infrastructure set-up when said equipment arrives at the designated facility.

PCH shall provide any technical support that will be required by the Host with regard to the DNS Node's installation and operation.

E. Dispute Settlement

1. Subject to the provisions of Paragraph G (Terms of MoU), particularly that this MoU does not create any obligation under any law, should any dispute arise between the parties hereto touching on the contents of this MoU, the matter shall be amicably settled by the parties.
2. Where the parties fail to resolve any dispute amicably, the parties shall refer the dispute to jurisdiction of the relevant Courts governed by the laws of Mauritius.

F. Ownership

Ownership, and maintenance of the equipment will remain the responsibility of PCH. Should the installation be abandoned within a period of two (2) years, AFRINIC reserves the right to reclaim the equipment.

G. Terms of MoU

1. The Parties hereby acknowledge and agree that this MOU is non-binding and does not create any obligations under any law.
2. No party to the MoU shall be liable due to the failure to perform its duties and obligations herein where it happens that obligations have become impossible to perform due to acts which are beyond their reasonable control.
3. The MOU shall become effective on the date of its signing and shall remain in effect until written notice of termination is given by either Party, after which the MOU shall terminate thirty (30) days from the date of said notice, unless otherwise agreed.
4. The Parties agree that any modifications or amendments to this MOU shall be done in writing, and signed by all parties.
5. Under severe technical circumstances resulting in failure, or when failure of the Name Server Infrastructure has occurred, or is imminent, either party may terminate this MoU at any time by giving thirty (30) days notice.

H. Contacts

_____ (AFRINIC)

Title: Chief Executive Officer

Email: ceo@afinic.net

Phone: +230.403.5100

Bill Woodcock (PCH)

Title: Executive Director

Email: woody@pch.net

Phone: +1 5104096620

The parties hereto have duly executed this Agreement, in the manner and on the day hereinafter appearing.

Signed on behalf of **AFRINIC**

Full Name:

Eddy Kayihura

Designation:

_____ Chief Executive Officer _____

Signature:

Kayihura N. Eddy

This 25th day of May 2022

Signed on behalf of **PCH**

Full Name:

William Edward ("Bill") Woodcock IV

Designation:

Executive Director

Signature:

[Signature]

This 24th day of May 2022.