

## MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (this "**MOU**"), dated as of 01 December 2020 (the "**Effective Date**"), is by and between the African Network Information Centre (AfrinIC) Ltd, a Mauritian Company, having its registered office at 11th floor, Standard Chartered Tower, Cybercity, Ebene, Mauritius ("**AFRINIC**"), and the Southern Africa Telecommunications Association ("**SATA**"), an association with registered office at 170 Martires de Inhaminga, 3rd Floor, Predio Marconi, Maputo, Mozambique,

AFRINIC and SATA 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.
2. SATA's mission is to co-ordinate the development of ICT networks and services of regional nature that are responsive to the diverse needs of commerce and industry in support of the Southern African Development Community (SADC) Regional socio-economic development programs.

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

#### **Article 1. Objectives of the MOU**

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

- a) Capacity building on IPv6 and the effective deployment of IPv6 at the national level.
- b) The implementation of Internet performance tool and measures.

AFRINIC and SATA 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; and
- b) Perform such other relevant activities that are consistent with this MOU.

#### **Article 3. Roles of SATA**

For the purposes of this MOU, SATA shall undertake the following activities:

- a) Identify & convene local stakeholders to take part in the Projects' deployment;
- b) 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: 11<sup>th</sup> Floor, Standard Chartered Tower, Cybercity, Ebène, Mauritius  
Email: ceo@afrinic.net  
Phone: +230 403 51 00

##### **For SATA Secretariat:**

Name: Jacob Munodawafa  
Title: Executive Secretary  
Address: 170 Martires de Inhaminga, 3rd Floor, Predio Marconi, Maputo, Mozambique  
Email: Jacob.munodawafa@sata-sec.net/jmunodawafa@gmail.com  
Phone: +258 21 302 195

#### **Article 5. Costs**

Each Party shall bear its own costs in connection with this MOU, as described in the 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.

The parties agree that neither of them shall gain by virtue of this MOU any rights of ownership or any other interest, right, or title to copyrights, patents, trade secrets, trademarks, or any other intellectual property rights owned by the other party. Except as otherwise explicitly agreed between the parties, any and all works developed in the course of performing obligations pursuant to this MOU and all new inventions, innovations, or ideas developed by a party in the course of performance of its activities under this MOU will belong to that party who develops the same. To the extent such intellectual property is created, the owning party shall grant a non-exclusive, worldwide, royalty-free license to the other party for the use of the intellectual property solely in connection with the activities under this MOU. If the parties undertake any joint development in the course of providing services under this MOU, any such joint development will be governed by a separate agreement to be negotiated in good faith by the parties prior to the commencement of any joint development efforts.

#### **Article 7. Confidentiality**

During the term of this MOU, each party may disclose to the other its Confidential Information. Confidential Information shall mean all information marked "Confidential" or under any similar legend indicating the confidentiality of the information or information which by its nature is confidential, except such information as is (a) previously known to the receiving party at the time of disclosure; or (b) independently developed by the receiving party without reference to Confidential Information of the disclosing party; (c) disclosed to the receiving party by a third party without an obligation of confidentiality; (d) already in or subsequently comes into the public domain (other than as a result of a breach of this MOU); or (e) required to be disclosed by the receiving party by law, regulation, court order or other legal process.

The receiving party shall hold such Confidential Information in strict confidence for the disclosing party and shall not use it except in furtherance of the relationship set forth in this MOU, or except as it may be authorized by the disclosing party in writing. The receiving party shall further be responsible for the compliance of the foregoing by its employees or agents.

#### **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.



# MoU AFRINIC SATA Draft 2020-2022

Final Audit Report

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