



Memorandum of Understanding - Root Server Equipment Procurement

Date

[Date/Month/Year]

Parties

This Memorandum of Understanding is made between:

- A. APNIC Pty Ltd (ACN 081 528 101)
for and on behalf of the Asia Pacific Network Information Centre
(APNIC); and
- B. [Root Server Host name]
[Description]
(Client)

Background

1. APNIC functions as the Regional Internet Registry for the Asia Pacific, in service of its Members and the wider community
2. APNIC is committed to supporting the growth and maintenance of an open, secure, stable and resilient Internet in the Asia Pacific region

Objectives

- I. In order to support a common goal— to improve Internet infrastructure in the Client's economy and the Asia Pacific region— APNIC will provide financial support to procure root server equipment to the Client to host [ZZ]-Root Server
- II. This document covers each party's responsibility regarding the procurement of root server equipment

Record of Understanding

1. APNIC will facilitate initial discussion on hosting root servers between root server operators and the Client
2. APNIC will provide financial support (at its discretion, to the level determined by APNIC) to procure the required equipment to deploy root servers by the Client if the Client meets all requirements listed in items number 5 to 12
3. APNIC will provide financial support (at its discretion, to the level determined by APNIC) for ongoing server maintenance work based on assessed needs
4. APNIC retains ownership of all equipment provided by APNIC, as documented in Appendix A
5. APNIC does not accept any liability for any loss or damage suffered by any person resulting from the provision of this service
6. The Client must be a representative organization for the respective economy with support from other Internet technical community members of the economy
7. The Client must implement the root server into a Services LAN at an open and neutral IXP in the respective economy in order to secure lowest possible latency for all IXP participants. If this is not possible, the Client should propose an open and neutral location for the root server for APNIC's consideration
8. The Client must provide open access to the root server for all ISPs and other Internet organizations in the economy
9. The Client must ensure there is sufficient bandwidth to host the root server
10. The Client must provide a minimum of two cost estimates for server equipment procurement or maintenance to APNIC
11. The Client must procure server equipment locally with funds provided by APNIC through the selected vendor
12. The Client must communicate with the respective root server operator regarding works related to server implementation and maintenance work
13. The Client bears all costs associated with the root server facilities and services, including Internet connectivity costs
14. Unless otherwise agreed, no charges will be levied nor will any restriction be placed by either party on any user of the services, within or outside of the host country (except by mutual agreement and where necessary for the stability or continuity of the service)

No partnership or agency

15. This document does not create any partnership, agency, association, employment, or any other fiduciary relationship between the named parties
16. This document does not give any party authority to act as agent for, or on behalf of, or to represent or bind the other party in any manner

Status of this document

17. The parties record their mutual intention that this document serves as a non-binding record of their understanding
18. This document does not create any enforceable obligations under law

Duration, amendments and termination

19. The parties can modify this document by recording any such modification in writing, to be signed by both parties before becoming valid
20. This document is intended to be long-standing. However, either party may terminate this document by giving at least 60 days notice in writing to the other party,
21. On termination of this document, at APNIC's request, the Client shall return root server equipment to APNIC. APNIC will pay all costs associated with that shipment

Confidentiality

22. Each party shall take reasonable measures to protect the secrecy of and avoid disclosure and unauthorized use of the confidential information of the other party

Dispute resolution

23. Should any dispute arise from the execution of this document, it shall be referred to the Chief Executive Officer/Director General of the respective organizations for resolution. If the dispute remains unresolved, it will be referred to a mediator for resolution

Signatures

For APNIC:

For Client:

.....
(Signature)

.....
(Signature)

Name: Sanjaya
Title: Deputy Director General

Name:
Title:

Appendix A

Specification of APNIC sponsored root server equipment