

MEMORANDUM OF UNDERSTANDING

between the

**COMMONWEALTH TELECOMMUNICATIONS ORGANISATION
(CTO)**

and

AfriNIC

This **Memorandum of Understanding (MoU)** is entered into by and between the **Commonwealth Telecommunications Organisation (CTO)** of 64-66, Glenthorne Road, Hammersmith, London, United Kingdom, and **AfriNIC** of 11th floor, Raffles Tower, Lot 19, Cybercity, Ebene, Mauritius on the dates and places hereinafter referred to.

CTO and AfriNIC are hereinafter collectively referred to as the "Parties" and individually as the "Party".

WHEREAS

- The Commonwealth Telecommunications Organisation is an international organisation in which Commonwealth and non-Commonwealth governments, business organisations and civil society organisations are and can become members, which among other things provides assistance to members in enabling information and communication technologies (ICT) for development in order to achieve social and economic development by bridging the digital divide and by delivering to developing countries unique knowledge-sharing programmes in the areas of telecommunications, IT, broadcasting and the Internet;
- AfriNIC has been set up to serve the African community by providing professional and efficient management of Internet Number Resources, supporting Internet technology usage and development, and promoting a participative and multi-stakeholder approach to Internet self governance;
- In view of the commonality of aims and goals of CTO and AfriNIC and also considering the benefits that may accrue to the stakeholders of both Parties as a result of the synergies realized through collaboration between the Parties, CTO and AfriNIC have decided to enter into a memorandum of understanding (MoU) to explore the possibility of collaboration.

NOW, THEREFORE the Parties have agreed to enter into this Memorandum of Understanding (MoU).

ARTICLE 1 - Objective and Areas of Cooperation

- 1.1 The objective of this MoU is to explore all possible avenues of collaboration between CTO and AfriNIC to collaborate where both Parties agree to do so, within the context of existing obligations, and without adversely affecting in any manner the current corporate and legal relationships either Party may have.
- 1.2 Without limitation to the generality of the objective, the possible areas of collaboration may include;
 - a) Collaborating on various actions aimed at promoting the cause of ICTs and its role in development including joint research and provision of consultancy;
 - b) Joint training and capacity building in subjects that fall within the mandate of both parties such as IPV 6;
 - c) Collaborating on events and conferences as means of disseminating messages of importance to the parties

- d) Sharing and exchanging knowledge and information in a suitable manner including mutual access to the web sites of each Party, sharing of publications of each Party and other means subject however to such restrictions as may be applicable to each Party;
 - e) Joint approaches to funding agencies and development partners to provide finance for projects and programmes that the Parties agree to undertake as part of the MoU;
 - f) Joint representation to policy makers and regulators on matters of mutual interest;
 - g) Assisting either Party to network with similar organizations in each Party's respective field of operations in order to expand the reach of that particular party.
- 1.3 While each Party agrees that they prefer to work with the other Party in fields of work where mutual cooperation is possible and desirable, it is understood by both Parties that this MoU is non-exclusive and will not in any manner hinder the liberty of either Party to work with any other person or organization if such Party elects to do so.
- 1.4 This MoU is a non-binding statement of the mutual intentions of the Parties. The Parties may decide to sign separate specific agreements laying down mutual rights and obligations, including financial obligations to undertake the execution of specific activities or projects which are realized as a result of this MoU.

ARTICLE 2 - Assignment or Transfer to Third Parties

- 2.1 The responsibilities of the Parties under this MoU are not assignable or transferable without the prior written consent of both Parties. Any attempt to assign or transfer, including by operation of law, is void unless there is prior written approval by both Parties.

ARTICLE 3 – Financial Arrangements

- 3.1 The Parties concur that they will each use their own funds or funding sources to perform their respective responsibilities under this MoU. This MoU does not represent any commitment with regard to funding on the part of either Party.

ARTICLE 4 - Privileges, Immunities and Facilities of CTO and AfrinIC

- 4.1 Nothing in this MoU may be interpreted or construed as a waiver, express or implied, or a modification, of the privileges, immunities and facilities which either Party enjoys by virtue of its status as an international organization.
- 4.2 Unless it is in writing under the hand of an authorized signatory of that Party, any waiver of a privilege of a Party shall not be valid.

ARTICLE 5 - Entry Into Force, Duration and Termination

5.1 This MoU shall enter into force on the date of its signature by authorized signatories of both Parties and shall remain in effect unless terminated by either Party with advance written notice to the other. It shall terminate sixty (60) days after receipt of such notice. Notwithstanding its termination, the provisions of this MoU shall survive to the extent necessary to permit an orderly settlement of accounts between the Parties and to bring ongoing activities to a proper close with the least disruption to the pending work.

ARTICLE 6 - Channel of Communication and Notice

6.1 For the purpose of facilitating the implementation of the working arrangements to be established by the Parties in the framework of this MoU, the channel of communication for the Parties will be:

For CTO

Lasantha De Alwis
Corporate Secretary/Senior
Manager, Programmes

E-mail: l.dealwis@cto.int

For AfrinIC

Mr Hisham A. M. Ibrahim
IPv6 Programme Manager

E-mail: hisham@afriNIC.net

- 6.2 Either Party may, by notice in writing to the other Party, designate additional representatives or substitute other representatives for those designated, for specific activities or projects.
- 6.3 Notices may be sent by e-mail and shall deem to have been received by the addressee eight (8) working hours after receipt of the confirmation.

ARTICLE 7 - Amendments

7.1 The terms and conditions of this MoU may only be changed by mutually agreed written amendment signed between the Parties.

ARTICLE 8 - Settlement of Disputes

8.1 The Parties confirm that they shall exercise good faith efforts to resolve any dispute between the Parties arising from or in connection with this MoU through mutual negotiation, consultations and mediation.

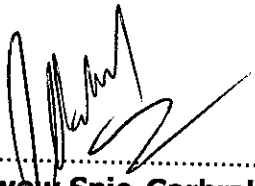
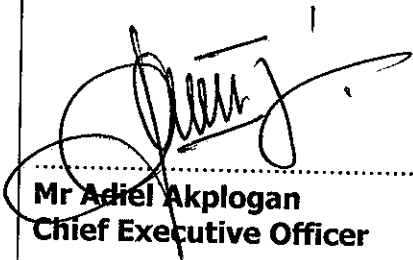
ARTICLE 9 - Confidentiality

9.1 Each Party agrees to treat with the utmost confidentiality all documents, information and/or data obtained in the course of the execution of this MoU and deemed confidential by the other Party or which due to the nature of such information should be treated as confidential and shall not disclose same without the prior written confirmation of the Party that disclosed the information unless compelled by a lawful order of a court of law or as a result of binding legislation.

ARTICLE 10 – No Partnership

- 10.1 Nothing contained or implied in this MoU shall constitute authority on the part of either Party to enter into any binding obligation on behalf of or to commit or bind the other to any agreement or to represent the other in any capacity.
- 10.2 Neither Party shall have the power to create a liability against the other Party in any manner or for any purpose whatsoever or engage in any conduct which could be prejudicial or detrimental to the other Party.

IN WITNESS WHEREOF, the Parties hereto, each acting through its duly authorized representative, have signed this MoU in two (2) originals in the English language.

<p>FOR AND ON BEHALF OF THE COMMONWEALTH TELECOMMUNICATIONS ORGANISATION</p>  <p>..... Dr. Ekwow Spio-Garbrah Chief Executive Officer</p> <p>Place: London UK</p> <p>Date: August 2011</p>	<p>FOR AND ON BEHALF OF AfrinIC</p>  <p>..... Mr Adiel Akplogan Chief Executive Officer</p> <p>Place:</p> <p>Date: August 2011</p>
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