

# Memorandum of Understanding between APNIC and ICANN

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## Date

3 September 2014

## 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. Internet Corporation for Assigned Names and Numbers  
(ICANN)

## Background

1. APNIC and ICANN have a common interest in improving the performance, availability and reliability of the Internet in the Asia Pacific region.
2. APNIC has arrangements with the root server operators for the F, I and K roots, to deploy instances of these root-servers in locations within the Asia Pacific region, and continues to extend its partnership with other root server operators.
3. ICANN operates the L root servers and has deployed many of them across the globe. ICANN is looking for partners to work on more widespread deployment of L root servers in the Asia Pacific region.

## Objectives

4. The objectives of the parties are:
  - a. To coordinate on the identification of potential organisations, leveraging on APNIC's network of contacts around the Asia Pacific region, to host an L root server.
  - b. To share in the recognition of deploying L root server instances deployed under this MOU. Any announcement or press release

regarding any L root instance the result of this MOU must first be reviewed and approved by ICANN, approval for which will not be unreasonably withheld.

## **Record of Understanding**

5. APNIC and ICANN are committed to working together to jointly pursue the installation and operation of the L root server instance in the APNIC service region of Asia Pacific.
6. Locations and the prospective L root host are to be recommended by APNIC, and APNIC will advise the prospective host on the requirements (hardware, network connectivity, rack space, power, and other operational requirements) as provided by ICANN. APNIC shall not make any representation, guarantee or assurance to any prospective host regarding its opportunity to become an L root host; as such decisions are and shall remain for ICANN alone.
7. Upon the identification of a prospective and qualified host who has indicated interest, the prospective host will work with ICANN on the requirements, including the necessary contracting procedures as required by ICANN, as well as on-site installation.
8. Upon successful installation, APNIC can refer to the locations of these successful installations as "APNIC-supported L-Root Server Locations."
9. With reference to Article 2, where applicable, ICANN can reciprocate and assist APNIC in identifying locations and hosts for other root-servers.

## **No transfer of funds**

10. This document contemplates no transfer of funds between the parties. In the event this document is terminated, each party is solely responsible for the payment of any expenses it has incurred.

## **Status of this document**

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

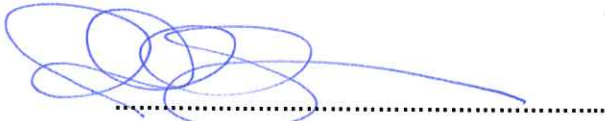
## **Duration and amendments**

13. The parties can modify this document by recording any such modification in writing signed by both parties.

14. This document is intended to be long-standing. However, either party may, by giving at least 60 days notice in writing to the other party, terminate this document.

## Signatures

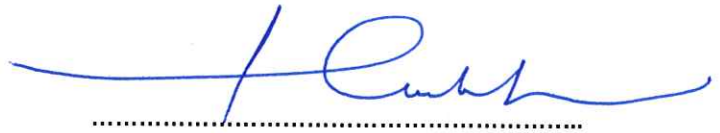
For APNIC:



(Signature)

Name: Paul Wilson  
Title: Director General

For ICANN:



(Signature)

Name: Fadi Chehade  
Title: President and CEO