Memorandum of Understanding between APNIC and ICANN

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