



# MEMORANDUM OF UNDERSTANDING

## **BETWEEN**

BII GROUP LTD.

(ORGANIZER OF IPv6 SUMMIT CHINA)

BEIJING, CHINA

AND

THE ASIA PACIFIC NETWORK INFORMATION CENTRE (APNIC)

BRISBANE, AUSTRALIA

#### MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (hereinafter 'MoU') is entered into this 15th day of April, 2009 by and among:

The BII Group Ltd.(which for the purpose of this MoU is being represented by IPv6 Summit China) is one of the first high-tech enterprises oriented toward Internet and telecommunication in China, which is the leader of Z-Park Next Generation Internet Alliance, involved in the next generation Internet business for Chinese IPv6 state holders and substantially supported by the State Council of China, having its address at 2508, Tower A, Times Fortune Building, No.6 Shuguangxili, Chaoyang District, Beijing, China (hereinafter referred to as 'Bii'), of the one part;

and

The Asia Pacific Network Information Centre (hereinafter referred to as 'APNIC'), a not-for-profit organization located in Brisbane, Australia, (Level 1, 33 Park Road, Milton, QLD 4064, Australia) of the other part;

(hereinafter referred to collectively as the 'Parties').

**WHEREAS,** the Parties acknowledge the fundamental limitations in the current IPv4 protocol standard, and that these limitations are addresses by the IETF-defined next-generation Internet Protocol version 6 (IPv6), which was designed to overcome the limitations of IPv4 by expanding the available address space, improving routing, and providing end-to-end security;

**WHEREAS**, the Parties recognize the benefits of mutual cooperation in advancement and deployment of IPv6 both in China and in the Asia Pacific region;

**WHEREAS**, it is anticipated that each Party will benefit from the complementary skills, knowledge, and experience of the other Party;

**Now, THEREFORE**, the Parties mutually agree as follows:

#### ARTICLE I

Promoting Infrastructure Development and Business in the Region and

<u>Industry</u>: The Parties agree to cooperate to promote domestic and international Internet, standards, infrastructure development and services (hereinafter referred to as the "Industry") in order to encourage Internet development in the Region.

Promoting a shared sense of urgency about IPv4 address exhaustion and deployment of IPv6: The Parties agree to co-operatively focus on encouraging the importance of IPv4 address exhaustion and deployment of IPv6, the exchanging of information for IPv6-related activities, the development of strategies for the introduction of IPv6, the rendering of mutual assistance in the deployment of IPv6, and facilitating cooperation among governments, regulators, and service providers in China and in the Asia Pacific Region.

#### **ARTICLE II**

Exchange of Information and Materials and Mutual Assistance: The Parties agree to exchange information and material (whether printed, audio or visual) regularly. The Parties further agree to render mutual assistance with regard to activities undertaken on behalf of their respective members in the Region and within the normal parameters of each Party's organizational activities. In this perspective, the Parties also agree to allow website links between them.

<u>Supporting of cooperative research:</u> The Parties agree to work together to conduct surveys to determine the penetration of IPv6 in the region.

#### ARTICLE III

<u>Seminars and Conferences</u>: The Parties agree to cooperate and render mutual assistance and reciprocate the attendance of their members to meetings, seminars, or conferences to further the goals of this MoU. The Parties agree to waive any registration fees for each Party's official representative's attendance at the other Party's meetings, seminars, workshops, or conferences.

**Training:** The Parties agree to cooperate, collaborate, and render mutual assistance in the development and delivery of training programs. This could include joint delivery of training (where appropriate), sharing and promotion of training schedule information, and collaboration on programs of benefit to the region. In addition, the Parties will endeavour to support and facilitate each other's training activities where possible and where feasible.

#### ARTICLE IV

<u>Protection of Information</u>: The Parties agree to use all reasonable efforts to protect any internal or proprietary documents received from the other Party and hereunder described as confidential or proprietary.

**Nonbinding Agreement:** The Parties hereby acknowledge and agree that this MoU is non-binding and does not create any obligations under law.

**Amendments:** The Parties agree that any modifications or amendments to this MoU shall be done in writing and be signed by both Parties.

**Effective date:** The MoU shall become effective on the date of its signing and shall remain in full force and effect until written notice is given by either Party, after which the MoU shall terminate 30 days from the date of said notice, unless otherwise agreed.

**IN WITNESS WHEREOF**, this **MoU** has been duly sealed and executed as of the date first above written.

### BII GROUP LTD. (Bii)

By: Liu Dong

Title: President & CEO

Signature:

ASIA PACIFIC NETWORK INFORMATION CENTRE (APNIC)

Lio Pong

By: Paul Wilson

Title: Director General

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