

MEMORANDUM OF UNDERSTANDING BETWEEN

**UBUNTUNET ALLIANCE FOR
RESEARCH AND EDUCATION NETWORKING**

AND

INTERNET EDUCATIONAL EQUAL ACCESS FOUNDATION

This Memorandum of Understanding (MOU) is executed between the two parties: UbuntuNet Alliance for Research and Education Networking (hereafter referred to as UbuntuNet) and Internet Educational Equal Access Foundation (hereafter referred to as IEEAF) this 1st Day of December 2010.

Background:

- i. UbuntuNet has the objective of creating a dedicated continental research and education network that offers sufficient and affordable bandwidth (intra-African and global) to its member national research and education networks (NRENs). Recognizing the nature of an alliance and the roles individual member NRENs play within each country, UbuntuNet used herein is assumed to refer collectively to the UbuntuNet Alliance itself and the individual NRENs as well.
- ii. IEEAF has the objective of creating equitable research and education access across the world through securing donations of key equipment, co-location facilities, fibre-optic cables, and capacity on existing infrastructure to link together research and education networks across continents. IEEAF makes donated assets available to in-country "Asset Steward" partners engaged in developing and supporting NRENs. The IEEAF is working to extend next-generation Internet infrastructure to and within the African continent.

The parties therefore agree as follows:

- i. To work together to promote research and education networking in Africa based on optical fibre and any alternative access technology.
- ii. To proactively keep each other in touch with fibre capacity acquisition plans in order to avoid conflicting initiatives and/or negotiations.
- iii. To give full disclosure to each other where plans or specific initiatives involve or assume the involvement of the other party.
- iv. To treat as confidential any information that would compromise future plans aimed at securing continental or global capacity for African NRENs, or other information that any of the parties wants to share on the basis of confidentiality, provided neither party uses this to suppress information that should normally be in the public domain.
- v. IEEAF will grant UbuntuNet access to current and future capacity they may hold globally or within the African continent.
- vi. IEEAF will support UbuntuNet capacity building plans through the provision of expert personnel as well as opportunities for training attachments to advanced networks.

UbuntuNet-IEEAF MOU

- vii. IEEAF and UbuntuNet will reciprocate with “official collaboration” status. For the term of this agreement, IEEAF will recognize UbuntuNet as an “IEEAF Affiliate”; and UbuntuNet will extend reciprocal recognition to IEEAF. Any fees normally associated with such recognition shall be waived by the parties.

Administrative Issues

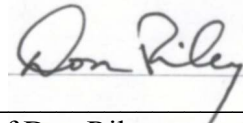
- i. This MoU may be modified at any time through the mutual consent of the parties.
- ii. This MoU may be terminated by either party by giving three months intent to terminate notice to the other party.
- iii. In the event of termination, confidentiality requirements as agreed shall survive the termination.

Signed by the Parties to the MOU:



Eng Dr F F Tusubira
CEO, UbuntuNet Alliance

Date: 1st December 2010



Prof Don Riley
Chairman and CEO, IEEAF

Date 1st December 2010