

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (“MOU”), dated 5/11/2023 2023 (“Effective Date”), is made by and between CANARIE Inc. (“CANARIE”), a not-for-profit corporation with offices located at 45 O'Connor Street, Suite 1150, Ottawa, ON, K1P 1A4, and American Registry for Internet Numbers, Ltd. (“ARIN”), a Virginia nonstock corporation with a corporate postal address of P.O. Box 232290, Centreville, VA 20120 (CANARIE and ARIN may be referred to herein each as a “Party” and collectively as the “Parties”).

I. Parties

ARIN is a nonprofit, member-based organization that supports the operation and growth of the Internet.

ARIN accomplishes this by carrying out its core service, which is the management and distribution of Internet number resources such as Internet Protocol (IP) addresses and Autonomous System Numbers (ASNs). ARIN manages these resources within its service region, which includes Canada, the United States, and many Caribbean and North Atlantic islands. ARIN also coordinates policy development by the community and advances the Internet through informational outreach.

CANARIE forms Canada’s National Research and Education Network (NREN) together with its thirteen (13) provincial and territorial partners. This ultra-high-speed network connects Canada’s researchers, educators, and innovators to each other and to global data, technology, and colleagues.

To strengthen the security of Canada’s research and education sector, CANARIE collaborates with its partners in the NREN, government, academia, and the private sector to fund, implement, and support cybersecurity initiatives. CANARIE also provides identity management services to the academic community and boosts Canada’s startups with cloud resources and expertise in emerging technologies.

II. Purpose

The purpose of this MOU is to develop a framework for exploring opportunities to support the Parties’ mutual goals for increasing the implementation and use of ARIN services by the CANARIE community.

This MOU is a statement of future intentions; the implementation of projects described herein is subject to negotiation of a future agreement(s) between the Parties. Although the Parties will proceed in good faith to carry out the planning activities described herein, this MOU shall not require the Parties to reach any future agreement.

III. Scope of Collaboration

- 1) The Parties will work together on issues aimed at increasing the level of acceptance by CANARIE members of ARIN’s Registration Services

Agreement (“RSA”) or ARIN’s Legacy Registration Services Agreement (“LRSA”).

- 2) The Parties will work together to establish a campaign to communicate the benefits of signing an RSA or LRSA to the CANARIE community and address concerns and questions.
- 3) The Parties will work together to increase awareness to the CANARIE community of the accessibility of ARIN's Trust Anchor Locator (“TAL”).
- 4) The Parties will explore additional opportunities to work together in furtherance of each Parties’ respective missions.

IV. Project Leads

The points of contacts purposes of liaisons, approvals, notices, and general coordination shall be:

For ARIN:

American Registry for Internet Numbers, Ltd.
P.O. Box 232290
Centreville, VA 20120
Attn: Legal Department
E-mail: compliance@arin.net

For CANARIE Inc.:

CANARIE Inc.
45 O’Connor Street,
Suite 1150
Ottawa, ON, K1P 1A4
Attn: Richard Klinger
E-mail: richard.klinger@canarie.ca

with a copy to:

American Registry for Internet Numbers, Ltd.
Corporation Service Company
Bank of America Center, 16th floor
1111 Main Street
Richmond, VA 23219

with a copy to:

CANARIE Inc.
President and CEO
45 O’Connor Street, Suite 1150
Ottawa, ON, K1P 1A4
Email: jim.ghadbance@canarie.ca

The project leads will conduct annual reviews to ensure efficacy of joint activities.

V. Use of Names

Neither Party shall use, in its external advertising, marketing programs, or promotional efforts, name, insignia, trademarks, pictures, or other representation of the other Party without the written (which includes email) permission of the other Party. Neither Party shall take any action or inaction that may be detrimental to the image or reputation of the other Party.

VI. Term

The terms of this MOU will remain in effect for three years from the Effective Date. Either Party may terminate this MOU upon 30 days written notice to the other Party.

VII. Other Conditions

- 1) **Nondisclosure Agreement.** To the extent the Parties wish to share confidential information, they will enter into a separate Nondisclosure Agreement. Nothing in this MOU amends, alters, or changes the terms and conditions of that agreement.
- 2) **No Financial Obligation.** This MOU does not create an obligation on the part of either Party to expend any funds in furtherance of this MOU or the activities described herein. To the extent that the Parties desire to enter into a network services or network-related business agreement, the financial terms of such agreement will be addressed at that time.
- 3) **Relationship between the Parties.** Nothing herein shall be construed to create a partnership, agency, or joint venture between the Parties. Neither Party will hold itself out as being part of, controlled by, or acting on behalf of the other. Both Parties agree to inform third parties that neither Party is part of the other. However, each Party may inform third parties of the existence of this MOU.
- 4) **Liability.** Each Party agrees that it will be responsible for the acts, omissions and negligence of its own officers, employees and agents acting within the scope of their respective authority. Nothing in this MOU is or shall be deemed to be a waiver by either Party of any defenses that may be available by law, including any governmental or sovereign immunity. To the extent permitted by applicable law, neither Party will be liable to any person or entity, including the other Party, for any indirect, consequential, exemplary, punitive, special, or incidental damages, or damages for lost profits, revenues, or business interruption, arising under or in connection with this MOU or the performance thereunder, even if advised of the possibility of such damages or if such possibility was reasonably foreseeable.
- 5) **Non-Discrimination.** Neither Party will discriminate on the basis of race, color, religion, national origin, handicap, gender, sexual orientation, veteran's status, or age.
- 6) **Assignment.** Neither Party has the right to assign this MOU or any of its responsibilities hereunder.
- 7) **Waiver.** The failure of either Party to enforce any term hereof shall not be deemed a waiver of any rights contained herein.

8) Invalid Provision. In the event any provision of this MOU is determined to be invalid or unenforceable under any controlling law, the invalidity or unenforceability of that provision shall not in any way affect the validity or enforceability of the remaining provisions of this MOU.

9) Modifications. The Parties may modify this MOU only by mutual written agreement.


Agreed to By:

For CANARIE Inc.

For ARIN

DocuSigned by:

310D5AF2FD394E2...

DocuSigned by:

420C6AC4E0044EF...

Jim Ghabbane
President and CEO

John Curran
President and CEO

Date: 5/11/2023

Date: 5/11/2023

Certificate Of Completion

Envelope Id: 7FA706C5C92F4236BF4D201E8067C7B2	Status: Completed
Subject: Complete with DocuSign: MOU- CANARIE and ARIN	
Source Envelope:	
Document Pages: 4	Signatures: 2
Certificate Pages: 5	Initials: 0
AutoNav: Enabled	Envelope Originator:
Envelope Stamping: Enabled	Amanda Gauldin
Time Zone: (UTC-05:00) Eastern Time (US & Canada)	PO Box 232290
	Centreville, VA 20120
	agauldin@arin.net
	IP Address: 192.136.136.238

Record Tracking

Status: Original	Holder: Amanda Gauldin	Location: DocuSign
5/10/2023 4:25:22 PM	agauldin@arin.net	

Signer Events

Jim Ghabbane
 jim.ghadbane@canarie.ca
 President and CEO
 CANARIE
 Security Level: Email, Account Authentication (None)

Signature

DocuSigned by:

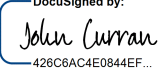
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 Signed using mobile

Timestamp

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 Viewed: 5/11/2023 10:14:58 AM
 Signed: 5/11/2023 10:16:43 AM

Electronic Record and Signature Disclosure:
 Accepted: 5/11/2023 10:14:58 AM
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John Curran
 jcurran@arin.net
 Security Level: Email, Account Authentication (None)

DocuSigned by:

 426C6AC4E0844EF...
 Signature Adoption: Pre-selected Style
 Using IP Address: 98.211.64.26

Sent: 5/11/2023 10:16:44 AM
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Electronic Record and Signature Disclosure:
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In Person Signer Events	Signature	Timestamp
Editor Delivery Events	Status	Timestamp
Agent Delivery Events	Status	Timestamp
Intermediary Delivery Events	Status	Timestamp
Certified Delivery Events	Status	Timestamp
Carbon Copy Events	Status	Timestamp

Nancy Carter
 Nancy.Carter@canarie.ca
 Vice President, Legal and Corporate Governance
 CANARIE Inc.
 Security Level: Email, Account Authentication (None)

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Sent: 5/10/2023 5:43:25 PM

Electronic Record and Signature Disclosure:
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Carbon Copy Events	Status	Timestamp
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Michael Abejuela mabejuela@arin.net Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Accepted: 2/14/2023 5:39:09 PM ID: 3a2d8759-b08b-48bc-817e-3af97e14c4a3	COPIED	Sent: 5/11/2023 11:00:59 AM
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Joe Westover jwestover@arin.net Product Manager American Registry For Internet Numbers, Ltd. Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign	COPIED	Sent: 5/11/2023 11:01:00 AM Viewed: 5/11/2023 9:25:43 PM
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Witness Events	Signature	Timestamp
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Notary Events	Signature	Timestamp
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Envelope Summary Events	Status	Timestamps
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Envelope Sent	Hashed/Encrypted	5/10/2023 4:53:01 PM
Certified Delivered	Security Checked	5/11/2023 11:00:46 AM
Signing Complete	Security Checked	5/11/2023 11:00:58 AM
Completed	Security Checked	5/11/2023 11:01:00 AM

Payment Events	Status	Timestamps
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Electronic Record and Signature Disclosure
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ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

From time to time, American Registry For Internet Numbers, Ltd. (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to this Electronic Record and Signature Disclosure (ERSD), please confirm your agreement by selecting the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

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Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

How to contact American Registry For Internet Numbers, Ltd.:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: jwestover@arin.net

To advise American Registry For Internet Numbers, Ltd. of your new email address

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at jwestover@arin.net and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

If you created a DocuSign account, you may update it with your new email address through your account preferences.

To request paper copies from American Registry For Internet Numbers, Ltd.

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to jwestover@arin.net and in the body of such request you must state your email address, full name, mailing address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with American Registry For Internet Numbers, Ltd.

To inform us that you no longer wish to receive future notices and disclosures in electronic format you may:

- i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- ii. send us an email to jwestover@arin.net and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

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The minimum system requirements for using the DocuSign system may change over time. The current system requirements are found here: <https://support.docusign.com/guides/signer-guide-signing-system-requirements>.

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To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please confirm that you have read this ERSD, and (i) that you are able to print on paper or electronically save this ERSD for your future reference and access; or (ii) that you are able to email this ERSD to an email address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format as described herein, then select the check-box next to ‘I agree to use electronic records and signatures’ before clicking ‘CONTINUE’ within the DocuSign system.

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- You can access and read this Electronic Record and Signature Disclosure; and
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- Until or unless you notify American Registry For Internet Numbers, Ltd. as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by American Registry For Internet Numbers, Ltd. during the course of your relationship with American Registry For Internet Numbers, Ltd..