

**Memorandum of Understanding**  
Between  
**National LambdaRail (NLR)**  
And  
**Research and Education Advanced Network New Zealand (REANNZ)**

**TITLE**

Memorandum of Understanding between NLR and REANNZ to jointly collaborate on the development of network technologies and applications.

**PARTIES TO THE MEMORANDUM**

National LambdaRail, incorporated in the state of Delaware, is advancing the research, clinical, and educational goals of members and other institutions by establishing and maintaining a nationwide network infrastructure that is owned and controlled by the U.S. research community.

REANNZ is a New Zealand Crown-owned entity, established to operate a high-performance network to meet the specific needs of its Members, Associates and Partners in the research, and education sectors for high-speed collaborative networking both within New Zealand and internationally.

**RECITALS**

Whereas

1. NLR, in furtherance of its educational, clinical and scientific research purposes, leads and coordinates advanced networking to enable network research, “big” applications research and educational delivery by its members through collaborations and partnerships around the globe.
2. REANNZ takes a lead role in the promotion, support and co-ordination of the development of network-based research and education applications and network services within New Zealand, and facilitates co-operation between its Members, Associates and Partners and with international organizations having similar objectives.
3. NLR and REANNZ wish to further promote their respective and mutual objectives by providing for appropriate collaborations and interconnections among their member institutions.

**AGREEMENT**

Now, therefore NLR and REANNZ agree to the following principles:

1. To provide appropriate interconnection between parties’ members and networks for the purpose of development and pre-commercial testing and use of advanced research and education applications;

REANNZ



2. That, in furtherance of these goals NLR and REANNZ agree to jointly monitor and employ technology or other tools to ensure that advanced networking traffic between their respective institutions is consistent with their respective missions and obligations;
3. To collaborate on the development of common standards and technical implementations;
4. To promote collaboration relating the development of next-generation networking and applications in research and higher education;
5. To encourage technology transfer from their joint endeavors to further leadership in research and higher education and accelerate the availability of new services and applications;
6. To collaborate with each other and with government agencies and departments and other organizations in their respective countries to promote and encourage the interconnection of advanced networks and the deployment of new networking technology and applications around the world;
7. To advise each other of any changes in their respective networking and application policies and to collaborate on policy and governance issues with respect to the interconnection and exchanging of traffic between their member institutions.
8. Unless and until the parties mutually agree otherwise in writing, each party will be responsible for its own costs, fees and expenses (including all costs, fees and expenses of each of their agents and representatives) incurred in connection with the transactions contemplated under this MOU, including but not limited to the negotiation and execution of the definitive documents.

**Agreed to By:**

Dated at \_\_\_\_\_, this \_\_\_\_\_ day of \_\_\_\_\_, 2006.

**For NLR**

\_\_\_\_\_  
Thomas W. West  
President and CEO

**For REANNZ**

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Donald S. Clark  
CEO