



North American IPv6 Task Force Moonv6 Interoperability Demonstration



UNH InterOperability Laboratory — 121 Technology Dr. Suite 2 — Durham, NH 03824 — (603) 862-0090

Moonv6 Event Agreement

Purpose The Moonv6 project is a global effort led by the **North American IPv6 Task Force** ([NAv6TF](#)) involving the **University of New Hampshire - InterOperability Lab** ([UNH-IOL](#)), Internet 2, equipment vendors, service providers and regional IPv6 Forum Task Force network pilots worldwide. Taking place across the U.S. at multiple locations, the Moonv6 project is the largest permanently deployed multi-vendor IPv6 network in the world. The US Government's Department of Defense **Joint Interoperability Testing Command** ([JITC](#)) and other government agencies, the Defense Research & Engineering Network (DREN) and the High Performance Computing Modernization Program (HPCMP) also play significant roles in the Moonv6 demonstrations ensuring DoD interoperability and migration objectives are identified and demonstrated. The NAv6TF and UNH-IOL invite the undersigned ("Guest") to attend the Moonv6 Interoperability Test Events (Moonv6), which are planned to occur at various times throughout the year. The NAv6TF and UNH-IOL are the event "Hosts". This Test Event Agreement ("Agreement") is made by and among you and all other guests who sign a counterpart copy of this Agreement.

Confidentiality Guest agrees to treat as confidential all information concerning activities taking place at the Events, including, but not limited to, all test activities and test results for each Event, and all other guests' respective information disclosed at the Events to Guest concerning their research, experimental work, development, design details and specifications, engineering, financial information, procurement requirements, business forecasts, sales and marketing plans as confidential information ("Confidential Information"). Guest shall treat all Confidential Information of the other guest(s) (each a "Discloser") with the same degree of care as Guest accords to its own confidential information, but in no case less than reasonable care. Guest shall use such Confidential Information for the sole purpose of testing the interoperability of Guest's own products with other guests' products. Guest shall not disclose Confidential Information of the Discloser to any person or entity other than Guest's officers, employees and consultants who need access to such Confidential Information for the sole purpose of testing the interoperability of Guest's own products with other guests' products and who have entered into written confidentiality agreements with Guest which protects the Confidential Information of the Discloser sufficient to enable Guest to comply with the provisions of this Agreement. Guest shall immediately give notice to the applicable Discloser of any unauthorized use or disclosure of that Discloser's Confidential Information of which Guest becomes aware. Guest agrees to assist the Discloser in remedying such unauthorized use or disclosure of its Confidential Information. The obligations set forth in this Agreement shall not apply to any Confidential Information which is: (a) rightfully in the public domain other than by a breach of a duty to the Discloser; (b) rightfully received from a third party without any obligation of confidentiality; (c) rightfully known to Guest without any limitation on use or disclosure prior to its receipt from the Discloser; (d) independently developed by employees of Guest; or (e) generally made available to third parties by the Discloser without restriction on disclosure. Nothing in this Agreement shall prevent Guest from disclosing Confidential Information to the extent Guest is legally compelled to do so by any governmental or judicial agency pursuant to proceedings over which such agency has jurisdiction; provided, however, that prior to any such disclosure, Guest shall (i) assert the confidential nature of the Confidential Information to the agency; (ii) immediately notify the Discloser in writing of the agency's order or request to disclose; and (iii) cooperate fully with the Discloser in protecting against any such disclosure and/or obtaining a protective order narrowing the scope of the compelled disclosure and protecting its confidentiality. Guest's obligation not to use or disclose Confidential Information of the Discloser will terminate three (3) years after the date Guest initially receives the Confidential Information. Upon written request by a particular Discloser, Guest will destroy all tangible Confidential Information of that Discloser in Guest's possession or control and certify such destruction in writing to the Discloser. All Confidential Information is provided "AS IS" and without any warranty, express, implied or otherwise, for such Confidential Information or its accuracy or performance.

Ownership of Confidential Information and Other Materials All Confidential Information, and any Derivatives thereof, remain the property of the Discloser and no license or other rights to Confidential Information is granted or implied hereby. Confidential Information includes all summaries and abstracts of the same. "Derivatives" shall mean, for copyrightable or copyrighted material, any translation, abridgment, revision or other form in which an existing work may be recast, transformed or adapted.

Own Risk Notwithstanding the provisions of this Agreement, Guest agrees that participation in any activities at the Events is solely at Guest's own risk. Guest agrees that the Hosts make no representations or warranties, express or implied. By way of example but not of limitation, the Hosts MAKE NO REPRESENTATIONS OR WARRANTIES OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE. The Hosts SHALL NOT BE LIABLE UNDER ANY CLAIM, CHARGE, OR DEMAND, WHETHER IN CONTRACT, TORT, CRIMINAL LAW, OR OTHERWISE, FOR ANY AND ALL LOSS, COST, CHARGE, CLAIM, DEMAND, FEE, EXPENSE, OR DAMAGE OF EVERY NATURE AND KIND ARISING OUT OF, CONNECTED WITH, RESULTING FROM OR SUSTAINED AS A RESULT OF EXECUTING THIS AGREEMENT OR FOR PERFORMING ALL OR ANY PART OF THIS AGREEMENT. IN NO EVENT SHALL THE HOSTS BE LIABLE FOR SPECIAL, DIRECT, INDIRECT, OR CONSEQUENTIAL DAMAGES, LOSSES, COSTS, CHARGES, CLAIMS, DEMANDS, FEES OR EXPENSES OF ANY NATURE OR KIND.

No Licenses Granted No licenses are granted by Guest, by implication, estoppel or otherwise, to any party's intellectual property, including, without limitation, trademarks, copyrights, patents, mask works and trade secrets, as a result of their participation in the Events or otherwise.

No Joint Certifications It is understood that there will not be any certifications of any kind given at the Moonv6 Event. This is a demonstration and certification letters will not be issued at the conclusion.

Marketing and Promotions This testing and participation in Moov6 does not imply, provide, or state, any IPv6 certification for implementation by UNH-IOL, NAV6TF, the IPv6 Forum or the Moonv6 Project.

No Export Guest will not export, directly or indirectly, any technical data acquired from the Discloser during the Events or pursuant to this Agreement, or any product utilizing any such technical data, to any country for which the U.S. Government or any agency thereof at the time of export requires an export license or other governmental approval (nor disclose such technical data to any citizen of such country) without first obtaining such license or approval.

General This Agreement shall be binding upon and inure to the benefit of the parties and their respective successors and assigns. If any provision of this Agreement is held by a court of law to be illegal, invalid or unenforceable, (i) that provision shall be deemed amended to achieve as nearly as possible the same economic effect as the original provision, and (ii) the legality, validity and enforceability of the remaining provisions of this Agreement shall not be affected or impaired thereby. This Agreement will be governed by the laws of the State of New Hampshire as applied to agreements entered into and performed entirely within New Hampshire between New Hampshire residents. This Agreement constitutes the entire agreement with respect to the subject matter hereof and supersedes all prior or contemporaneous oral or written agreements concerning such subject matter. The titles and headings herein are for reference purposes only and shall not limit in any manner the construction of this Agreement, which shall be considered a whole.

Service Provider Participants Guests that do not bring a product to the Event, or "Service Provider Participants", agree to participate in the pre-planning of the Moonv6 Events by attending all of the necessary conference calls. Service Provider Participants also agree to contribute at least one (1) document before the event that outlines test scenarios that they would like tested at the Event. Service Provider Participants agree to review all test plans for the Event and provide the Hosts with comments to improve the test plans. A Service Provider Participant may also connect to the Moonv6 network for testing and demonstration purposes. This connection is provided as a best-effort, experimental connection.

Equipment Vendor Participants Guests that do bring an IPv6 product to the Event, or "Equipment Vendor Participants", agree to provide their equipment for the entire duration of the Event. This includes the proper on-site support of at least one (1) dedicated engineer at one (1) of the host sites during active testing sessions. This includes

off-site support if issues are encountered outside of active testing sessions. All shipping expenses shall be paid for by the Guest. The NAv6TF and UNH-IOL are not responsible for any shipping costs.

Acceptance The Guest expressly agrees to the obligation of confidentiality and liability described above. The Participant shall ensure that its subcontractors or agents participating in the Moonv6 Interoperability Test Events for the period set forth in this Agreement shall abide by all provisions set forth herein.

The individual signing below on behalf of the Participant warrants that he/she has been authorized to execute this Agreement on behalf of the Participant. This agreement is valid for 3 years from the sign date.

Participating Company (full legal name): _____

Individual: _____ Title: _____

Signature: _____ Date: _____

Participant type: Equipment Vendor Network Operator

Please Fax this completed agreement to (603) 862-4181 or mail it to:

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USA

