

# **Independent Internet Number Resources – Contractual Relationship Changes between sponsoring LIR and End User**

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## **Abstract**

This is a procedural document that describes the steps to be taken when there are changes in the contractual relationship between the End User of independent Internet number resources and the sponsoring Local Internet Registry (LIR). The document also describes the scenarios in which the RIPE NCC may de-register independent Internet number resources.

This document does not describe the procedure applicable to contractual relationship changes for independent Internet number resource users who have signed a contract with the RIPE NCC.

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## **1.0 Introduction**

In October 2008, the RIPE Community accepted a policy change which states that a contractual relationship must be established between an End User and a sponsoring LIR or the RIPE NCC before the End User can receive independent Internet number resources.

In order to fulfil its mandate of manager of independent Internet number resources, the RIPE NCC requires End Users and LIRs to inform the RIPE NCC in case of changes to their contractual relationship.

The procedures listed in this document are subject to RIPE policies.

## **2.0 Ownership and Legal Name Changes**

The RIPE NCC requires Sponsoring LIRs to maintain a proper registration of End User's legal organisation changes with the RIPE NCC.

### **2.1 End User Organisation Changes Ownership**

If the ownership of the organisation changes but the legal operating name is continued, the RIPE NCC does not have to be notified.

### **2.2 End User Organisation Changes Name**

When an End User that has been assigned independent Internet number resources changes its legal operating name, the RIPE NCC must be notified.

In all cases, a new contract must be signed between the renamed End User organisation and the sponsoring LIR in order to guarantee a legitimate handover of the existing rights and obligations.

A copy of this contract, a revised extract of the Trade Register and proof of change from an authorised person must be provided to the RIPE NCC.

## **3.0 Transfer of Contractual Relationship**

If the contractual agreement between the End User of independent Internet number resources and the sponsoring LIR ceases, for any reason, the contractual changes must be communicated to the RIPE NCC.

### **3.1 Transfer between Sponsoring LIRs**

If the End User decides to change sponsoring LIR, this change must be communicated to the RIPE NCC.

The request must come from either the current or the new sponsoring LIR. The RIPE NCC will need confirmation from both LIRs before it can proceed with the transfer, unless the current LIR is closed or in the process of being closed.

The RIPE NCC will finalise the change after it receives a copy of the new End User Assignment Agreement and extract of the Trade Register. The new agreement will replace the old agreement.

### **3.2 Transfer from Sponsoring LIR to the RIPE NCC**

If the contractual agreement between the End User of independent Internet number resources and the sponsoring LIR ceases and the End User wants to enter into a contractual relationship with the RIPE NCC, the End User will have to follow the application procedure to become a Direct Assignment User, signing the End User Assignment Agreement with the RIPE NCC and paying the Administration and first Maintenance Fee.

At this point, the RIPE NCC will need confirmation from both the End User and the sponsoring LIR before it can proceed with the transfer of the contractual relationship of independent Internet number resources, unless the LIR is closed or in the process of being closed.

## **4.0 De-registering of Independent Internet Number Resources**

There are three possible scenarios in which the RIPE NCC will de-register independent Internet number resources.

### **4.1 Closure of Sponsoring LIR**

If the sponsoring LIR is in the process of being closed, the End User that was assigned the independent Internet number resources must sign a contract with a new sponsoring LIR or with the RIPE NCC. This must take place within 90 days of the date of notification by the RIPE NCC to the contact email addresses listed in the relevant RIPE Database object.

#### **4.1.1 De-registration Timeframe**

**Day one:** The End User contact email addresses listed in the RIPE Database object are notified by the RIPE NCC about the need to sign a contract with a new sponsoring LIR or with the RIPE NCC.

**Day thirty:** The End User contact email addresses listed in the RIPE Database object receive an email reminder and a “Remarks” line is added to the resource RIPE Database object.

**Day sixty:** The End User contact email addresses listed in the RIPE Database object receive a final email reminder; the resource RIPE Database object is locked with the RIPE NCC maintainer; and reverse delegation is removed for IP address ranges.

**Day ninety:** The resource and related RIPE Database objects are deleted from the RIPE Database. The resource will be de-registered and put in quarantine for future re-assignment.

#### **4.2 Violation of RIPE Policy, Law or Contract**

The RIPE NCC will de-register the independent Internet number resources in case of a fundamental breach of contract by the End User, supported by a Dutch court order; or Violation of Law by the End User, supported by a Dutch court order; or violation of RIPE Policy by the End User.

#### **4.2.1 De-registration Timeframe**

**Day one:** The sponsoring LIR and the End User contact email addresses listed in the RIPE Database object receive a notification from the RIPE NCC; the resource RIPE Database object is locked with the RIPE NCC maintainer.

**Day thirty:** The sponsoring LIR and the End User contact email addresses listed in the RIPE Database object receive a notification from the RIPE NCC; the resource and related RIPE Database objects are deleted from the RIPE Database. The resource will be de-registered and put in quarantine for future re-assignment.

#### **4.3 Contract Expired and Not Renewed / Ceased and Not Transferred**

If the contract between the sponsoring LIR and the End User of independent Internet number resources has expired and has not been renewed, or has ceased for any other reason, the End User has a maximum of 90 days to sign a contract either with a new sponsoring LIR or with the RIPE NCC.

The timeframe for this case is described in Section 4.1.1 - De-registration Timeframe.