

RIPE NCC Services for Legacy Internet Resources Agreement (Legacy Agreement)

RIPE NCC

Document ID: ripe-615

Date: August 2014

This Legacy Agreement for Legacy Internet Resource Holders shows the text of the contract the RIPE NCC may sign with a natural or legal person holding Legacy Internet Resources. When a new Legacy Agreement is needed, we will send two contracts with your details. Upon receiving these contracts, you should return one signed copy to us with the appropriate accompanying documentation.

The Undersigned

Réseaux IP Européens Network Coordination Centre (RIPE NCC), a membership association under Dutch law, having its registered office at the following address
Singel 2581016 AB Amsterdam The Netherlands
Registered with Amsterdam Chamber of Commerce 40539632
Hereinafter “RIPE NCC”

And

[name of organisation]
[address of organisation]
[legal form of organisation][registered with]
Hereinafter “Legacy Holder”

Whereas

I. The RIPE NCC has, as a Regional Internet Registry (RIR), the authority to register Internet Number Resources.

II. The RIPE NCC is authorised to provide registry services to legacy Internet resource holders in accordance with the RIPE Policy “RIPE NCC Services to Legacy Internet Resource Holders”.

III. The Legacy Holder claims to have rights to use specific legacy Internet resources and wishes to obtain services from the RIPE NCC with regards to these legacy Internet resources.

Agree as follows:

Article 1 - Definitions

In the Terms and Conditions, the following terms shall be understood to have the meanings assigned to them below:

RIPE NCC - Réseaux IP Européens Network Coordination Centre, a membership association under Dutch law, operating from its registered office in Amsterdam, the Netherlands.

Internet Number Resources – Globally unique IP addresses (IPv4 and IPv6) and Autonomous System Numbers (ASNs)

Legacy Internet Resources – Internet Number Resources the Legacy Holder has obtained prior to or outside of the current system of hierarchical distribution through the Regional Internet Registries and that are specified in the Appendix.

Legacy Holder – A natural person or a legal entity that claims to have rights to use specific Legacy Resources.

Legacy Services – Services provided by the RIPE NCC with regards to the Legacy Internet Resources as specified in the Appendix

RIPE Policies – Policies adopted through an open, bottom-up process of discussion and consensus-based decision-making by the RIPE (Réseaux IP Européens) Community, which is a collaborative forum open to all parties interested in the operations of the Internet.

Article 2 – General

2.1. The Legacy Agreement shall come into effect by means of an offer and an acceptance.

2.2. To enter into the Legacy Agreement, the Legacy Holder must send to the RIPE NCC by post one copy of the Agreement containing the handwritten signature of an authorised representative of the Legacy Holder and a copy of an extract from the Commercial Trade Register or an equivalent document providing the registration of the Legacy Holder's business with the national authorities.

2.3. The RIPE NCC reserves the right to amend the Legacy Agreement. The RIPE NCC shall notify the Legacy Holder at least one month prior to any such amendment or supplement coming into effect. An amendment shall automatically become effective upon the date of the publication of the full text of the amended agreement on <http://www.ripe.net>, without the re-signing of the Legacy Agreement being necessary.

2.4. This Legacy Agreement prevails over explanatory documents regarding the Legacy Services, which exist for convenience and informational purposes only and do not affect the interpretation of Legacy Agreement.

Article 3 – Use of the Legacy Service

3.1. The RIPE NCC undertakes to provide Legacy Services to the Legacy Holder's Legacy Internet Resources as specified in the Appendix to this Agreement. The Appendix may be updated at any time provided both parties agree to it by signing it, without the signing of an entire new agreement to be necessary.

3.2. Other RIPE NCC Services eventually provided to the Legacy Holder with regards to Internet Number Resources distributed by the RIPE NCC or any other RIR are not covered by this Legacy Agreement.

3.3 The provision of certain Legacy Services may be subject to additional terms and conditions, to which the Legacy Holder must agree before they access to them.

Article 4 - Compliance

4.1. Both Parties shall comply with RIPE Policies related to Legacy Internet Resources. The Legacy Holder acknowledges applicability of, and adheres to, the RIPE NCC procedural documents related to Legacy Internet Resources. The RIPE Policies and the RIPE NCC procedural documents are publicly available from the RIPE NCC Document Store. These documents, which may be revised and updated from time to time, form an integral part of and apply fully to the Legacy Agreement. Each revised document will receive a new document number and can be found at: <http://www.ripe.net/ripe/docs>

Below is a non-exclusive list of these documents:

- RIPE NCC Services to Legacy Internet Resources Holders (current version)
- IPv4 Address Allocation and Assignment Policies in the RIPE NCC Service Region (current version)
- Autonomous System (AS) Number Assignment Policies and Procedures (current version)
- RIPE NCC Activity Plan (current version)
- RIPE NCC Charging Scheme (current version)
- RIPE NCC Billing Procedure and Fee Schedule (current version)
- Closure of Members, Deregistration of Internet Resources, and Legacy Resources (current version)
- Transfer of Internet Number Resources (current version)
- RIPE NCC Conflict Arbitration Procedure (current version)
- Due Diligence for the Quality of the RIPE NCC Registration Data (current version)
- RIPE NCC Audit Activity (current version)

4.2. The Legacy Holder shall provide the RIPE NCC with complete, updated and accurate information necessary for the provision of the Legacy Services. The Legacy Holder is also responsible for maintaining accurate data in the RIPE Database regarding the Legacy Internet Resources.

4.3. The Legacy Holder is responsible for assisting the RIPE NCC with data accuracy checks in accordance with the procedure described in RIPE NCC procedural documents, including the documents “[Due Diligence for the Quality of the RIPE NCC Registration Data](#)” and “[RIPE NCC Audit Activity](#)”.

4.4. If the Legacy Holder does not meet the responsibilities of this Agreement, and without prejudice to article 7.3, the RIPE NCC may,

- Add the remark "under review" in the RIPE Database Legacy Internet Resource object

- Add a warning statement to the relevant records of the RIPE Database mentioning that the Legacy Internet Resources are not in compliance with data accuracy obligations
- Revoke any certificates generated by the RIPE NCC Certification Service

4.5. The RIPE NCC is not entitled to deregister the Legacy Internet Resources, unless the Legacy Holder requests the RIPE NCC to do so. Deregistration of Legacy Internet Resources shall be in accordance with the procedure set forth in the RIPE NCC procedural document “[Closure of Members, Deregistration of Internet Resources, and Legacy Resources](#)”.

Article 5 - Payment

5.1. Upon signature of this Legacy Agreement, the Legacy Holder shall pay to the RIPE NCC a sign-up fee. During the term of the Agreement, the Legacy Holder shall pay a periodical service fee. The fees are defined in the RIPE NCC Charging Scheme adopted by the RIPE NCC General Meeting. The RIPE NCC Charging Scheme may be amended by resolution of the RIPE NCC General Meeting.

5.2. The Legacy Holder’s obligation to pay these fees shall commence on the day on which the Agreement is concluded.

5.3. The Legacy Holder shall make the payment to the RIPE NCC within 30 days of the date of invoice, failing which the Legacy Holder shall be in default with no notice of default being required.

5.4. With effect from the day on which the Legacy Holder defaults on its payment obligations, the Legacy Holder shall owe the RIPE NCC the statutory rate of interest on the amounts unpaid as well as a late payment fee. In addition, the Legacy Holder shall reimburse the RIPE NCC for the extra-judicial collection costs, without prejudice to any other of the RIPE NCC’s rights which it may invoke against the Legacy Holder in connection with the latter’s failure to effect (timely) payment.

5.5. The Legacy Holder may not postpone its payment or offset any of its own claims against the RIPE NCC.

5.6. In addition to this article, the Legacy Holder adheres to the documented payment procedures for the services of the RIPE NCC as specified in the current version of the RIPE NCC Billing Procedure and Fee Schedule document.

Article 6 – Liability

6.1. The Legacy Holder shall be liable for all aspects of its use of the Legacy Services. The Legacy Holder shall also be liable for all aspects of use of the services and all that ensues from its use of the Legacy Internet Resources.

6.2. The RIPE NCC shall, in any event, not be liable for damages caused by a failure to make the Legacy Services available (on time), or for damages in any way connected with the use of the Legacy Internet Resources.

6.3. The RIPE NCC shall, in any event, not be liable for damages caused by (the incorrect) operation of the (external) telecommunications infrastructure and related peripheral equipment along and over which the Legacy Services must necessarily be carried.

6.4. The RIPE NCC shall, in any event, not be liable for non-performance or damages due to force majeure, including but not limited to industrial action, strikes, occupations and sit-ins, blockades, embargoes, governmental measures, denial of service attacks, war, revolutions or comparable situations, power failures, defects in electronic lines of communication, fire, explosions, damage caused by water, floods and earthquakes.

6.5. The RIPE NCC is in no way liable for any damages, including, but not limited to, damages to the Legacy Holder's business, loss of profit, damages to third parties, personal injury or damages to property, except in cases involving wilful misconduct or gross negligence on the part of the RIPE NCC.

6.6. The Legacy Holder shall indemnify the RIPE NCC against any and all third party claims filed against the RIPE NCC in relation to the Legacy Holder's rights to use the Legacy Internet Resources or in relation to the use of the Legacy Services for their Legacy Internet Resources.

6.7. In any event, the RIPE NCC's liability shall be limited to a maximum amount equivalent to the Legacy Holder's service fee of the relevant financial year.

Article 7 – Termination of the Service

7.1. The Legacy Agreement shall be entered into for an indefinite period of time, unless terminated in accordance with the provisions of this article.

7.2. The Legacy Holder shall be entitled to terminate the Legacy Agreement at any time with a written notice of three months. Notice shall be sent to the RIPE NCC by electronic email or regular mail. Termination shall be in accordance with the procedure set forth in the RIPE NCC procedural document "[Closure of Members, Deregistration of Internet Resources, and Legacy Resources](#)".

7.3. Without prejudice to termination in accordance with article 7.4, the RIPE NCC shall be entitled to terminate the Legacy Agreement in the event that the Legacy Holder fails to meet any of its obligations arising from the Legacy Agreement and does not remedy such failure within the period specified in the RIPE NCC procedural document "[Closure of Members, Deregistration of Internet Resources, and Legacy Resources](#)". This is without the RIPE NCC being liable to pay damages to the Member and without prejudice to the RIPE NCC's right to claim (additional) damages from the Member. Upon termination in accordance with this paragraph:

- The RIPE NCC will add the remark "No-contract" in the RIPE Database Legacy Internet Resource object; and
- A warning statement will be added to the relevant records in the RIPE Database mentioning that the Legacy Internet Resources are not covered by a contractual relationship;
- The RIPE NCC will withdraw the Delegation of reverse DNS; and

- The RIPE NCC will not be obliged to provide services other than those provided immediately before signing of this Agreement, excluding the Delegation of reverse DNS.

7.4. The RIPE NCC shall be entitled to terminate the Legacy Agreement with immediate effect in accordance with the procedure set forth in the RIPE NCC procedural document “[Closure of Members, Deregistration of Internet Resources, and Legacy Resources](#)”, without the RIPE NCC being liable to pay damages to the Legacy Holder and without prejudice to the RIPE NCC’s right to claim (additional) damages from the Legacy Holder:

- a. If an application has been or is filed for the Legacy Holder's bankruptcy or for a suspension of payments (moratorium).
- b. If the Legacy Holder goes into liquidation or becomes insolvent.
- c. If the Legacy Holder in any way acts or neglects to act such as to cause damage to the name, trademarks or intellectual property rights of the RIPE NCC.
- d. If the Legacy Holder fails to submit to the RIPE NCC a recent extract from the Commercial Trade Register or equivalent document proving the registration of the Legacy Holder with the national authorities when this is asked for by the RIPE NCC.
- e. If the Legacy Holder fails to observe any rule of applicable law, which should be adhered to by the Legacy Holder. The RIPE NCC shall only terminate the Legacy Agreement for this reason if this is required by law or upon receipt of a court order forcing the RIPE NCC to do so.
- f. If the Legacy Holder is in default of payment as defined in Article 5.
- g. If the Legacy Holder provides the RIPE NCC with falsified or misleading data or provides the RIPE NCC repeatedly with incorrect data.
- h. If the Legacy Holder repeatedly refuses to assist the RIPE NCC with audits as specified in the procedural document “[RIPE NCC Audit Activity](#)”.
- i. If the continuation of the Legacy Agreement is impossible for reasons above and beyond the control of the RIPE NCC or if the RIPE NCC cannot reasonably be required to continue the Legacy Agreement for reasons that cannot be attributed to the RIPE NCC and for which the RIPE NCC cannot be held accountable by virtue of law, a juridical act or generally accepted principles.
- j. If the Legacy Holder transfers the Legacy Internet Resources to a third party.
- k. If a third party provides sufficient evidence proving that the Legacy Holder has no rights to use the Legacy Internet Resources. If the evidence refers to some of the Legacy Internet Resources, the RIPE NCC may decide not to terminate the Legacy Agreement but to update the Appendix in accordance with article 3.1 by removing the Legacy Internet Resource in doubt.

7.5. Upon termination in accordance with paragraphs 7.4:

- The RIPE NCC will add the remark “No-contract” in the RIPE Database Legacy Internet Resource object; and
- A warning statement will be added to the relevant records in the RIPE Database mentioning that the Legacy Internet Resources are not covered by a contractual relationship; and
- The RIPE NCC will not be obliged to provide services other than those provided immediately before the signing of the Agreement.

7.6. A Legacy Agreement that has been terminated may be re-activated subject to prior written authorisation by the RIPE NCC and payment of a sign-up fee.

Article 8 – Miscellaneous

8.1. Without the RIPE NCC’s prior written consent, the Legacy Holder shall not be permitted to assign to third parties any rights or obligations that arise from the Legacy Agreement.

8.2. The RIPE NCC's intellectual property (agreements, documents, software, databases, website, etc.) may only be used, reproduced and made available to third parties upon prior written authorisation from the RIPE NCC.

8.3. If any provision contained in the Legacy Agreement is held to be invalid by a court of law, this shall not in any way affect the validity of the remaining provisions.

Article 9 - Governing Law

9.1. The Legacy Agreement shall be exclusively governed by the laws of the Netherlands.

9.2. Any disputes which may arise from the Legacy Agreement shall be settled in accordance with the RIPE NCC Conflict Arbitration Procedure.

Thus agreed and signed in duplicate by persons authorised to represent both parties:

Legacy Holder	RIPE NCC
Place	Amsterdam
Date	
Name of authorised person	Axel Pawlik
Function	Managing Director
Signature	

Appendix

The RIPE NCC will provide RIPE NCC Services with regards to the Legacy Internet Resources as specified in this table:

Legacy Internet Resources	Available RIPE NCC Services
[LEGACY RESOURCES]	Maintenance of data relating to Internet Number Resources
	Access to LIR Portal
	Registration data available in the RIPE Database
	Certification Service
	Delegation of reverse DNS