

# Contractual Requirements for Provider Independent Resource Holders in the RIPE NCC Service Region

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Please return a signed copy of this Agreement as well as a copy of an extract from the Commercial Trade Register or an equivalent document that proves the registration of End User's business with the national authorities.

If your business has not yet been incorporated and has not been registered in the Commercial Trade Register, please include a photocopy of the requester's valid identity card.

This Agreement comes into force upon receipt of the RIPE NCC of the signed Agreement and the documents listed above.

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## Abstract

This document describes the contractual requirements necessary for End Users of provider independent resources.

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## 1.0 Introduction

The RIPE NCC has historically assigned provider independent resources without requiring a contractual relationship link between the End User and the RIPE NCC. This policy has made it impossible to maintain an accurate database of resource utilisation, as there has been no effective ability for the RIPE NCC to ensure that End Users keep their contact information up-to-date, and to ensure that resources which are assigned to End Users which

no longer fulfil the original assignment conditions are returned to the RIPE NCC for re-assignment.

The intention of this policy document is to ensure that the RIPE NCC, as the intermediate manager of provider independent resource assignments to End Users, can confirm that the End User exists, continues to exist and that they continue to fulfil their obligations to comply with the original assignment conditions. This position can be ensured by the presence of either an indirect or a direct contractual link between the End User and the RIPE NCC.

## **1.1 Scope**

This policy document describes the contractual requirements for End Users of provider independent resources which have been assigned either directly by the RIPE NCC or through a Local Internet Registry in the RIPE NCC Service area. Provider independent resources include autonomous system numbers, provider independent IPv4 address assignments, anycast assignments, provider independent IXP IPv6 address assignments, and all future provider independent resource assignments to End Users. The policies described in this document apply both to new provider independent number resources assigned by the RIPE NCC and also to all provider independent number resources previously assigned by the RIPE NCC or by a RIPE NCC Local Internet Registry.

## **2.0 Contractual Responsibilities of End Users and LIRs**

End Users of provider independent resources are responsible for maintaining a contractual link to the RIPE NCC either through a sponsoring LIR or else directly to the RIPE NCC for the purposes of managing these resources.

In order to ensure that this contractual link is implemented for all End Users who applied for provider independent resources before there was a requirement to have a contractual link to the RIPE NCC, the RIPE NCC will make reasonable attempts to contact these End Users – either directly or indirectly through the End Users' LIRs – in order to ensure that this contractual link is put in place. If the RIPE NCC is unable to contact the End User of the provider independent resources within a period of three months, the resources will return by default to the RIPE NCC and will be made available for re-assignment to other End Users.

If the End User wishes to cease their current contractual relationship, they must first have a new contractual relationship in place with either another sponsoring LIR or else with the RIPE NCC. In either case, such contractual changes must be communicated to the RIPE NCC each time they occur. If such a contract is terminated and a new contract is not realised with another sponsoring LIR or the RIPE NCC, the resources will return by default to the RIPE NCC.

The preferred model of the RIPE community is for End Users to have contractual relationship with a sponsoring LIR instead of directly with the RIPE NCC.

The details of any such contracts are outside the scope of this document. However, at the minimum, all contracts must include:

- Notice that the LIR is responsible for liaising with the resource holder to keep registration records up-to-date

- Notice that the resource holder is obliged to provide up-to-date registration data to the LIR and that some or all of this registration data will be published in the RIPE WHOIS Database
- Notice that none of the provider independent resources may be sub-assigned to a third party
- Notice that the resource holder is obliged to pay an annual fee to the LIR for the resources
- A clear statement that the resources will return by default to the RIPE NCC if
  - The resource holder cannot be contacted
  - The annual fee to the LIR is not paid
- A clear statement that the use of resources is subject to RIPE policies as published on the RIPE web site and which may be amended from time to time

### **3.0 Rationale for Contractual Relationship Requirement**

Previously, End Users received direct number resource assignments from the RIPE NCC via a request sent by an existing LIR. While an End User may or may not have had a contract with the LIR sending the request to the RIPE NCC on their behalf, the RIPE NCC did not mandate that such a contractual link should exist with that End User. The absence of a contract between the End User and the LIR or the RIPE NCC has caused several problems.

- The link between the RIPE NCC and the End User is broken when the End User moves from the LIR that requested the resources on behalf of the End User to another service provider. This results in the RIPE NCC losing contact with the resource holder.
- Such a situation creates a potential environment for resource hijacking to occur.
- If the End User ceased to exist or no longer required the provider independent resources but did not inform the RIPE NCC, the process of reclaiming any resource is almost impossible without the existence of a contractual link. As IPv4 address exhaustion progresses, reclamation of IPv4 address space resources will increase in importance.
- All other receivers of resources are LIRs and have a contract with the RIPE NCC. End Users receive Internet resources from the RIPE NCC, just like LIRs. Therefore, the End User should also be obliged to enter into an equivalent contract to avoid creating an unfair alternative for receiving resources.
- Some ISPs prefer to receive Internet number resources as an End User rather than becoming an LIR even though they provide services to their own customers and therefore sub-assign address space assigned by the RIPE NCC. Such End User ISPs often receive several separate PI prefixes as this can be a cheaper alternative for them. Sub-assignment of PI address space in this manner is in contravention of the RIPE policies concerning direct resource assignment policies. It is also detrimental to aggregation of routing prefixes in the global routing tables.

For these reasons, without contractual links in place between the End User and the RIPE NCC, it is impossible for the RIPE NCC to fulfil its obligations of responsible stewardship of Internet resources.