

Independent Internet Number Resources – Contractual Relationship Changes Between Sponsoring LIR and End User

Author: RIPE NCC

Document ID: ripe-757

Updates: ripe-701

Date: March 2021

The RIPE NCC assigns independent Internet number resources to End Users provided they have signed a contract with a sponsoring LIR or with the RIPE NCC.

This document describes the modifications that might be made to a contractual relationship between a sponsoring LIR and an End User of independent Internet number resources for various reasons, including the case of a complete or partial transfer of these independent Internet number resource records, as well as the possible consequences of such changes or of failure to communicate these changes to the RIPE NCC. This document does not describe the procedure to be followed in the case of a transfer of independent Internet number resources from the RIPE NCC service region to the service region of another RIR or vice versa. This procedure is described in the RIPE NCC procedural document, [“Inter-RIR Transfer of Internet Number Resources”](#).

This document does not describe any procedures applicable to contractual relationship changes for users of independent Internet number resources who have a contractual relationship directly with the RIPE NCC. Nor does it describe the deregistration of independent Internet number resources for any reason other than contractual relationship changes. For information on deregistration of independent resources for any other reason, please see the RIPE NCC procedural document, [“Closure of Members, Deregistration of Internet Number Resources and Legacy Internet Resources”](#).

1. Change in End User’s Official Legal Name

When the End User and the sponsoring LIR initially sign a contract, the sponsoring LIR must submit to the RIPE NCC an extract from the Commercial Trade Register or an equivalent document proving the registration of the End User’s business with the relevant national authorities (see also the RIPE NCC procedural document, [“Due Diligence for the Quality of the RIPE NCC Registration Data”](#)).

If the End User is a natural person, the sponsoring LIR must submit the identification papers of the End User. This can be a passport, driving license or other official document proving the identity of the individual (see also the RIPE NCC procedural document, [“Due Diligence for the Quality of the RIPE NCC Registration Data”](#)).

If the End User changes its name after signing the contract with the sponsoring LIR and, because of this change, the information held by the RIPE NCC on the End User is not up-to-date, then the sponsoring LIR has to inform the RIPE NCC accordingly and follow the procedure described below.

Procedure

The sponsoring LIR must inform the RIPE NCC of the End User's name change and submit new registration papers from the national authority and the official legal documents supporting this change via the LIR Portal. If access to the LIR Portal is not possible, the sponsoring LIR needs to regain access by sending an email to ncc@ripe.net and then submit the request via the LIR Portal.

The RIPE NCC will update all RIPE Database objects maintained by the RIPE NCC that are affected by this change. End Users must update all RIPE Database objects that they maintain themselves that are affected by this change.

If the sponsoring LIR does not submit the aforementioned documents within 10 working days of the RIPE NCC requesting them, the RIPE NCC will send a reminder to the sponsoring LIR's contact email addresses and to the End User's contact email addresses as listed in the relevant RIPE Database object, asking the sponsoring LIR to submit the requested documents within 10 working days of the day of the reminder.

If the RIPE NCC has not received the requested documents 10 working days from the date of the reminder, the RIPE NCC will begin deregistering the independent Internet number resources according to the procedure described in section B.2.2 of the RIPE NCC procedural document, "[Closure of Members, Deregistration of Internet Number Resources and Legacy Internet Resources](#)".

2. Termination of Contractual Relationship

An End User of independent Internet number resources must have a contractual relationship with a sponsoring LIR at all times. If the contractual relationship between the End User and the sponsoring LIR is terminated for any reason, the RIPE NCC must be notified. The End User must at this point enter into a contractual relationship with a different sponsoring LIR or with the RIPE NCC directly.

Procedure

Preferably, for registration purposes, the RIPE NCC must be notified before the contractual relationship terminates. It is the responsibility of the sponsoring LIR to submit this notification to the RIPE NCC prior to termination.

If the RIPE NCC has not been notified prior to the termination and the End User has already entered into a new contractual relationship with a different sponsoring LIR, this new sponsoring LIR must notify the RIPE NCC and submit the new contract they signed with the End User. The RIPE NCC will notify the previous sponsoring LIR of this change. Should the previous LIR object to the termination of their contract with the End User, the RIPE NCC will only accept the contract of the sponsoring LIR that submits a confirmation signed by the End User. This confirmation must clearly state that the End User has or has not terminated the contractual agreement with the previous sponsoring LIR.

The End User may also enter into a contractual relationship directly with the RIPE NCC. For more information, please see the notes on [Requesting Independent Resources](#).

If the RIPE NCC is informed of the termination of the contractual relationship between the sponsoring LIR and the End User and, after 10 working days, no new contractual relationship has been established between the End User and a different sponsoring LIR or the RIPE NCC, the RIPE NCC will send a notification to the End User's contact email addresses, as listed in the relevant RIPE Database object, asking the End User to sign a new contractual agreement with another sponsoring LIR within 10 working days from the date of the notification or to sign an agreement directly with the RIPE NCC.

If the RIPE NCC has not received a new contractual agreement 10 working days from the date of the notification, the RIPE NCC will start deregistering the independent Internet number resources according to the procedure described in section B.2.2 of the RIPE NCC procedural document, "[Closure of Members, Deregistration of Internet Number Resources and Legacy Internet Resources](#)".

3. Closure of Sponsoring LIR

If the sponsoring LIR has their RIPE NCC Standard Service Agreement terminated, the RIPE NCC will send a notification to the End User's contact email addresses, as listed in the relevant RIPE Database object, asking the End User to sign a new contractual agreement with another sponsoring LIR or with the RIPE NCC within 10 working days of the notification.

If the End User does not submit a new contractual agreement with another sponsoring LIR within 10 working days of the RIPE NCC requesting this, the RIPE NCC will send a reminder to the End User's contact email addresses as listed in the relevant RIPE Database object, asking for the submission of the requested documents within 10 working days of the day of the reminder.

If the RIPE NCC has not received a new contractual agreement 10 working days from the date of the reminder, the RIPE NCC will begin deregistering the independent resources according to the procedure described in section B.2.2 of the RIPE NCC procedural document, "[Closure of Members, Deregistration of Internet Number Resources and Legacy Internet Resources](#)".

4. Transfer of the Assigned Independent Internet Number Resources

If an End User wants to transfer (parts of) the independent Internet number resources assigned to them by the RIPE NCC to a third party for any reason (e.g. the transfer is due to a change in the End User's business structure or according to the RIPE Policy '[RIPE Resource Transfer Policies](#)'), this transfer must be declared to the RIPE NCC for approval.

Procedure

For the transfer to be processed, both parties must have a contractual relationship with either the RIPE NCC or a sponsoring LIR. The sponsoring LIR of the transferring End User must submit a request to the RIPE NCC via the LIR Portal. If access to the LIR Portal is not possible, the sponsoring LIR needs to regain access by sending an email to ncc@ripe.net and then submit the request via the LIR Portal.

The RIPE NCC will evaluate the request and process the transfer if it is supported sufficiently by the submitted information (see below under i-v).

The RIPE NCC will ask for the following information:

i. Information regarding the parties involved, including:

- The full official legal names of all parties involved
- Which party will transfer the independent Internet number resources and which party will receive them
- Recent registration papers from national authorities for all involved parties

If the current official legal name of the End User is different from the one the RIPE NCC has on record, the procedure described under Section 1 must be followed prior to the transfer of the assigned independent Internet number resources. If this update refers to a transferring End User who wants to transfer all of their assigned independent Internet number resources, then a relevant update of the RIPE Database object, as described under Section 1, may be disregarded.

ii. A description of the reason for the transfer (for example, due to merger, acquisition, transfer of Internet number resources according to the RIPE policies)

If the transfer is taking place due to a change in the structure of the organisation(s) involved (e.g., merger, acquisition), a description of the changes among these organisation(s) is necessary. This description must be accompanied by the official legal documents issued by the relevant national authorities proving/supporting the changes the request is based on.

If the change in the structure of the organisation(s) involved cannot be proven/supported by official documentation from national authorities describing this change (e.g., a network acquisition from one organisation to another), then these cases will fall within the scope of RIPE Policy "[RIPE Resource Transfer Policies](#)".

iii. A list of the assigned independent Internet number resources for which a transfer is being requested

iv. The correct contact details of all parties involved

The RIPE NCC may ask the parties involved to confirm the correctness of their contact details or to update them.

v. Transfer Agreement signed by both parties or by their legal successors

The RIPE NCC provides the template of the Transfer Agreement that either party may submit to the RIPE NCC.

The Transfer Agreement must be signed by authorised persons for both parties. For the transferring party, it is required that the Transfer Agreement is signed by an authorised representative having the general capacity to act on behalf of this party. The RIPE NCC reserves the right to request official documentation proving that the person signing on behalf of either party is authorised to do so.

The RIPE NCC may ask the other party/parties to confirm their agreement to the transfer. The confirmation must be authorised (signed or sent) by a registered contact person or authorised person.

If the transferring party no longer exists by the time the RIPE NCC has been informed, the receiving party must send both of the following:

- An official document (issued by a national authority) confirming the closure of the transferring party.
- A copy of an older signed agreement between the relevant parties mentioning the transfer of the assigned independent Internet number resources. If such an agreement is not available, the RIPE NCC may accept a confirmation of the transfer to the RIPE NCC signed by an authorised person (e.g., senior manager, legal successor) of the receiving party. The RIPE NCC reserves the right to reverse the transfer should another party object to this transfer and provide an agreement that proves that the Provider Independent address records should have been transferred to them.

The RIPE NCC will update all RIPE Database objects maintained by the RIPE NCC that are affected by this change. The parties involved must update all RIPE Database objects that they maintain themselves that are affected by this change.

4.1 Transfer due to Seizure

If the RIPE NCC is delivered a court order for the seizure of the right to registration of Internet number resources for the recovery of money, in accordance with Dutch legal procedures, the RIPE NCC will comply with its obligations. This order may create obligations for the RIPE NCC, such as the restriction of the transfer of Internet number resources from the member's account, the issuance of a statement outlining the Internet number resources registered to a member's account, and the transfer of the Internet number resources away from the member's account.

The RIPE NCC will comply on the condition that the court order:

- Has entered into force and is recognised by the Dutch courts.
- Is served by a bailiff in advance to the RIPE NCC in the form of an authentic enforceable document (e.g., a court order).
- Specifically mentions the RIPE NCC and creates an obligation for the RIPE NCC to perform the transfer. (i.e., the enforceable title must apply specifically to the RIPE NCC). This does not mean the RIPE NCC needs to be named as a defendant.
- States the specific Internet number resources at issue.

Each order will be reviewed on a case-by-case basis. If the RIPE NCC believes that an order or the third party seeking to enforce the order does not comply with RIPE policies or RIPE NCC procedures, the RIPE NCC reserves the right to dispute it.