

Sponsoring LIR Agreement for Legacy Internet Resources

A Legacy Internet Resource Holder may choose to enter into a contract with a RIPE NCC member that is willing to act as a Sponsoring LIR to register the Legacy Resources involved. This is subject to the RIPE NCC's approval of the form of the contract between the Legacy Holder and the Sponsoring LIR. It is also subject to the applicable RIPE Policies (<https://www.ripe.net>).

This agreement defines the conditions under which the Sponsoring LIR shall facilitate access to RIPE NCC services for the Legacy Holder, regarding its Legacy Internet Resources.

Upon receipt of the application for this agreement, the Sponsoring LIR shall send the Legacy Holder two copies of the agreement, duly signed by an authorised representative of the Sponsoring LIR. 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 proving the registration of the Legacy Holder's business with the national authorities. If the Legacy Holder's business has not been incorporated and has not been registered in the Commercial Trade Register, the Legacy Holder shall include a photocopy of a valid identity card.

[name and legal form of the Sponsoring LIR],
with registered offices at [address],
registered with [register; registration number],

hereinafter "Sponsoring LIR"

and

[name and legal form of Legacy Holder],
with registered offices at [address],
registered with [register; registration number],
with the email address [email address for notifications under this agreement],

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, wishes to obtain services from the RIPE NCC with regards to these Legacy Internet Resources, and wishes to enter into a contract with a RIPE NCC member who is willing to act as a Sponsoring LIR.

IV. The Sponsoring LIR is a RIPE NCC member and wishes to facilitate access to RIPE NCC services for the Legacy Internet Resources, subject to approval by the RIPE NCC in compliance with the RIPE Policies and the RIPE NCC procedural documents.

Agree as follows:

Article 1 – Definitions

In this agreement, the following terms shall be understood to have the meaning assigned to them below:

Administration Fee: fee to be paid by the Legacy Holder to the Sponsoring LIR for the administrative costs of this agreement.

Internet Number Resources: globally unique IP addresses (IPv4 and IPv6) and Autonomous System Numbers (ASNs).

Legacy Internet Resources: Internet Number Resources that the Legacy Holder has obtained the right to use 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 legal entity that claims to have rights to use specific Legacy Internet Resources.

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

Maintenance Fee: periodical fee to be paid by the Legacy Holder to the Sponsoring LIR for requests made during the term of the agreement.

RIPE NCC: Réseaux IP Européens Network Coordination Centre (RIPE NCC) is a membership association under Dutch law, operating from its registered office in Amsterdam, the Netherlands and authorised to provide registry services to Legacy Holders in accordance with the RIPE Policy, “RIPE NCC Services to Legacy Internet Resource Holders”.

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 Provisions

2.1 The agreement shall come into effect upon receipt by the Sponsoring LIR of a hard copy of the agreement, duly signed by an authorised representative of the Legacy Holder. This must be accompanied by an extract from the Commercial Trade Register or equivalent document proving the registration of the Legacy

Holder's business with their national authorities. In the event that the Legacy Holder's business has not been incorporated and has not been registered with the Commercial Trade Register, the Legacy Holder shall send the Sponsoring LIR a photocopy of a valid identity card.

2.2 Upon receipt of the signed agreement and documents as specified in paragraph 2.1, the Sponsoring LIR shall send the Legacy Holder an invoice for payment of the following Administration Fee and Maintenance Fee: [].

2.3 The Sponsoring LIR reserves the right to amend and/or supplement the terms of this agreement. The Sponsoring LIR shall notify the Legacy Holder and the RIPE NCC of changes to the terms of the agreement at least one month prior to any such amendment or supplement coming into effect.

Article 3 - Use of RIPE NCC Services

3.1 The Sponsoring LIR shall facilitate access to Legacy Services provided by the RIPE NCC for the Legacy Holder's resources, as specified in the Appendix to this agreement.

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

3.3 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 agreement.

Article 4 - Compliance

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

4.2 The Legacy Holder understands and agrees that the Sponsoring LIR can only facilitate access to Legacy Services as long as the Legacy Holder complies with the relevant RIPE Policies and RIPE NCC procedural documents.

4.3 The Legacy Holder shall provide the Sponsoring LIR with complete, updated and accurate information necessary for the provision of Legacy Services. The Legacy Holder is also responsible for maintaining accurate data in the RIPE Database.

4.4 The Legacy Holder shall assist the Sponsoring LIR and the RIPE NCC with data accuracy checks in accordance with RIPE NCC procedural documents,

including, "[Due Diligence for the Quality of the RIPE NCC Registration Data](#)" and "[RIPE NCC Audit Activity](#)".

4.5 The Legacy Holder understands and agrees that in case of non-compliance, the RIPE NCC may:

- Add the remark "under review" to the RIPE Database Legacy Internet Resource object
- Add a warning statement to the relevant records in 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 (RPKI) service

4.6 Both Parties acknowledge that the RIPE NCC is not entitled to deregister the Legacy Internet Resources, unless the Legacy Holder requests the RIPE NCC to do so. The Sponsoring LIR is not entitled to request the deregistration of the Legacy Internet Resources on behalf of the Legacy Holder. 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 The Legacy Holder shall pay the Administration Fee and Maintenance Fee within 30 days of the date of invoice, failing which the Legacy Holder shall be in default, with no notice of default being required.

5.2 With effect from the day on which the Legacy Holder defaults on its payment obligations, it shall owe the Sponsoring LIR the statutory rate of interest (highest commercial level) on the amounts unpaid. In addition, the Legacy Holder shall reimburse the Sponsoring LIR for the extra-judicial collection costs, without prejudice to any of the Sponsoring LIR's other rights, which it may invoke against the Legacy Holders in connection with its failure to effect timely payment.

Article 6 - Liability

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

6.2 The Legacy Holder shall indemnify the Sponsoring LIR and the RIPE NCC against any and all third party claims filed against the Sponsoring LIR and the RIPE NCC in relation to the Legacy Holder's rights to use the Legacy Internet Resources, or in relation to its use of Legacy Services.

6.3 The Sponsoring LIR excludes all liability for any direct or indirect damages, including damages to the Legacy Holder's business, loss of profit, damages to third parties, personal injury or damages to property, except in cases involving

willful misconduct or gross negligence on the part of the Sponsoring LIR or its management.

6.4 The Sponsoring LIR shall, in all cases, not be liable for non-performance or damages if this is not due to the Sponsoring LIR's fault.

6.5 In all cases, the Sponsoring LIR's liability shall be limited to a maximum amount equivalent to the aggregate payments received by the Sponsoring LIR pursuant to this agreement.

6.6 Both Parties acknowledge and confirm that the RIPE NCC shall not, in any event, 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.

6.7 Both Parties acknowledge and confirm that the RIPE NCC shall not, in any event, 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.

Article 7 - Termination

7.1 This 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 agreement with a notice period of three months. Notice shall be in writing and sent to the Sponsoring LIR by electronic or regular mail.

7.3 The Sponsoring LIR shall be entitled to terminate the agreement with a notice period of three months. Notice shall be in writing and sent to the Legacy Holder by electronic or regular mail.

7.4 Either party shall be entitled to terminate the agreement with immediate effect in the event that their counterparty fails to meet any of its obligations arising from the agreement.

7.5 Without prejudice to termination in accordance with Article 7.4, the Sponsoring LIR shall be entitled to terminate the agreement with immediate effect by means of a notice sent to the Legacy Holder by registered mail, without being liable to pay damages to the Legacy Holder and without prejudice to the Sponsoring LIR's right to claim (additional) damages from the Legacy Holder if:

- a. The Legacy Holder fails to observe any rule of applicable law, which should be adhered and which, in the opinion of the Sponsoring LIR, is of such a nature as to justify immediate termination.

- b. An application has been (or is) filed for the Legacy Holder's bankruptcy or for a suspension of payments (moratorium).
- c. The Legacy Holder goes into liquidation or becomes insolvent.

7.6 The agreement shall automatically expire on the date at which the Sponsoring LIR is declared bankrupt, the Sponsoring LIR has been liquidated or the Standard Service Agreement between the Sponsoring LIR and the RIPE NCC has been terminated.

7.7 Upon termination of this agreement for reasons of non-compliance with contractual responsibilities in accordance with this Article and as set forth in the RIPE NCC procedural document, ["Closure of Members, Deregistration of Internet Resources and Legacy Resources"](#):

- The RIPE NCC will add the remark "No-contract" in the RIPE Database 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 withdraw the reverse delegation; 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.

Upon termination of this agreement for any other reason in accordance with this Article and as set forth in the RIPE NCC procedural document, ["Closure of Members, Deregistration of Internet Resources and Legacy Resources"](#):

- The RIPE NCC will add the remark "No-contract" in the RIPE Database 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 signing of this agreement.

The above consequences are not applicable if the Legacy Holder enters into a new contractual relationship with another Sponsoring LIR or the RIPE NCC, in accordance with the RIPE NCC procedural document, ["Legacy Internet Resources – Contractual Relationship Changes Between Sponsoring LIR and Legacy Internet Resource Holder"](#).

Article 8 – Miscellaneous

8.1 The Sponsoring LIR shall submit copies of this agreement and the documents submitted by the Legacy Holder pursuant to this agreement to the RIPE NCC for the purpose of verifying the status of the Legacy Internet Resources and compliance with the applicable RIPE Policies.

8.2 The Legacy Holder agrees that for the purposes of this agreement and the use of the Legacy Services, the Sponsoring LIR shall submit to the RIPE NCC all documents that are relevant to this agreement, including the Legacy Holder's extract from the Commercial Trade Register.

8.3 Without the Sponsoring LIR's consent, the Legacy Holder shall not be permitted to assign to third parties any rights or obligations that arise from this agreement.

8.4 The Legacy Holder shall notify the Sponsoring LIR immediately of any change of address or billing details. Until such notification, the last notified address and billing details shall be presumed to be correct.

8.5 Unless provided otherwise, the Sponsoring LIR may send notifications under this agreement to the last modified email and mail address of the Legacy Holder.

8.6 If any provision contained in this 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 This agreement shall be exclusively governed by the law of the country in which the Sponsoring LIR is established.

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

For the Sponsoring LIR

Name

Function

Place:

Date:

Signature

For the Legacy Holder

Name:

Function:

Place:

Date:

Signature

Appendix

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