

# RIPE NCC Services to Legacy Internet Resource Holders

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## Abstract

This proposed framework establishes the principles to be applied by the RIPE community in offering and implementing registry services for legacy Internet resource holders. The importance of maintaining accurate records in the RIPE database is recognised as the NCC's principal task. The community of legacy Internet resource holders is defined. Some rights of members of this community are described, as are the principles governing the manner in which the RIPE NCC should engage with and provide services to this community.

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## 1.0 Introduction

Internet resources obtained prior to or otherwise outside the current hierarchical Internet Registry System (involving the RIPE NCC or any of the other Regional Internet Registries) are considered legacy resources.

The RIPE NCC maintains and publishes registry data for resources held by its members and by legacy resource holders located in the RIPE NCC service area. It strives to maintain the accuracy of these data. The RIPE NCC also provides reverse DNS delegation and a routing registry for IP address and Autonomous System Numbers, both of which include legacy resources.

Historically, legacy resource holdings have been kept outside any formal relationship between their holders and the RIPE NCC, even in cases where such a relationship covers other resources held by the same holder. To improve the accuracy and trustworthiness of the registry data the RIPE NCC and a number of legacy resource holders have indicated that a formal relationship is desirable.

Some of the legacy holders are also interested in a more formal relationship which would give clarity regarding services and allow them to participate in the RIPE NCC's cost-sharing model.

This framework defines the basis for rigorous maintenance of registration data and for delivery of registry services to legacy Internet resource holders in the RIPE NCC service region.

### 1.1 Definitions

The following definitions apply in this policy and are of particular importance to the understanding of the goals described in this document.

**Internet Resource**

An IP address block or Autonomous System number.

**Legacy Internet Resource**

Any Internet Resource obtained prior to or otherwise outside the current system of hierarchical distribution (by allocation or assignment) through the Regional Internet Registries.

**Legacy Internet Resource Holder**

The holder of a Legacy Internet Resource. Either by receiving these resources directly or by receiving (part of) Legacy Internet Resources from a Legacy Internet Resource Holder.

**Registry Services**

Services provided by the RIPE NCC in its capacity as a Regional Internet Registry, including the following and such additional services as may be identified from time to time as registry services:

- Maintenance of data relating to Internet Resources by the NCC in their Internet Resource registry;
- Access to these data for update by or on behalf of the respective holder;
- Public availability of registration data;
- Certification of these data; and
- Delegation of reverse DNS to the registered DNS servers.

**Registry Service Element**

In practice, any Legacy Resource Holder actually avails of a subset of the Registry Services mentioned above. Where it is necessary to distinguish between the entire class of Registry Services and the specific Registry Services actually provided in a particular case, the latter are described as Registry Service Elements.

**1.2 Scope**

The framework described in this document applies to the provision of Registry Services by the RIPE NCC in respect of Legacy Internet Resources. Any other services offered by the RIPE NCC (whether different in nature, or relating to other kinds of resources) are out of scope for this policy.

Any existing or future RIPE policy referring to resources shall not apply to legacy resources unless the policy explicitly includes legacy resources in its scope.

Rights of the holder to hold, use, or transfer any Legacy Internet Resource are not addressed or restricted by this policy.

The holder of a Legacy Internet Resource who so wishes may, separately in respect of each such resource held, choose either to return the resource to the appropriate free pool or to have the resource registered without legacy status as if it had been distributed by the RIPE NCC. In either such case, the resource involved will no longer be subject to this policy or to any other provisions of a RIPE policy which relates exclusively to Legacy Internet Resources, and will no longer be eligible to have its legacy status re-instated as provided for below.

In case the current holder, or a previous holder, of a resource which was originally a legacy resource (or part of a legacy resource) has, before the coming into effect of this policy, registered the resource as if it had been distributed by the RIPE NCC, whether in connection with a transfer of resource or otherwise, the current holder shall be given the opportunity to have the legacy status of the resource re-instated and to choose to have it registered under one of the options available for registering a legacy resource, as set out in this or any subsequent policy relating specifically to Legacy Internet Resources.

In the case just mentioned, if the resource holder, having been alerted to the other options available, confirms the intent to have a particular resource registered as if it had been distributed by the RIPE NCC, the NCC shall apply the RIPE policies about resources it has distributed to these particular resources too, rather than reverting to the legacy status and beginning a fresh engagement with the resource holder from that position.

The scope of this policy does not include the resolution of any dispute arising as to the right to use a particular Legacy Internet Resource.

Although specification of charges made by the RIPE NCC is also out of scope here, the appropriate kind of charge corresponding to a specific set of circumstances is identified where this seems useful for clarity.

**2.0 Relationship between Legacy Internet Resource Holder and RIPE NCC**

A direct or indirect contractual relationship between a Legacy Internet Resource Holder and the RIPE NCC provides contractual certainty to both parties regarding services, rights, and responsibilities. Such a relationship also provides for payment of appropriate fees for services provided by the RIPE NCC. Different methods for establishing such a relationship are described below in sections 2.1, 2.2, 2.3, and 2.4.

In exceptional cases where the Legacy Resource Holder wishes to engage with the RIPE NCC but none of the methods just mentioned is feasible, section 2.5 will apply.

Section 2.6 will apply in case such a relationship or agreement as described below in sections 2.1, 2.2, 2.3, 2.4, or 2.5 has not been established.

Section 2.7 will apply in case such a relationship or agreement has been established, but has lapsed.

### **2.1 Legacy Internet Resource Holder is already a RIPE NCC member**

If the Legacy Internet Resource Holder is already a RIPE NCC member then there is already a contractual relationship between the RIPE NCC and the Resource Holder, who may extend the existing contract by registering the Legacy Internet Resources involved subject to the conditions defined in section 3 below.

In this case, the RIPE NCC may require the payment of charges for membership and services according to the RIPE NCC charging plan for the time being in force.

### **2.2 Option to become a RIPE NCC member**

A Legacy Internet Resource Holder who is not already a RIPE NCC member may opt to become a member by establishing a membership contract under which the Legacy Internet Resources involved will then be registered subject to the conditions defined in section 3 below.

In this case, the RIPE NCC may require the payment of charges for membership and services according to the RIPE NCC charging plan for the time being in force.

### **2.3 Option to engage via sponsoring LIR**

A Legacy Internet Resource Holder who either is not already a RIPE NCC member or, being a member, does not wish to extend the membership contract as provided in section 2.1 above may opt to enter into a contract with a RIPE NCC member who is willing to act as a Sponsoring LIR for the purposes of registering the Legacy Resources involved, subject to the conditions defined in section 3 below, and subject to approval by the RIPE NCC of the form of contract between the Resource Holder and the Sponsoring LIR.

In this case, the Sponsoring LIR may require the payment of charges according to the terms of the contract agreed with the Legacy Resource Holder.

### **2.4 Option to engage directly with the RIPE NCC**

A Legacy Internet Resource Holder whose circumstances match those described in section 2.3 above, but cannot find a Sponsoring LIR with which a mutually satisfactory contract of the kind mentioned in that section, may opt to enter a non-member service contract with the RIPE NCC for the purposes of registering the Legacy Resources involved, subject to the conditions defined in Section 3 below.

In this case, the RIPE NCC may require the payment of reasonable charges according to the terms of the non-member service contract.

### **2.5 When there are obstacles for 2.1/2.2/2.3/2.4**

Due to specific enduring or temporary circumstances which are recognized by the RIPE NCC as being outside the resource holder's control, a legacy resource holder may be unable to enter into a relationship of any of the kinds described above (2.1 .. 2.4). In such a case, the RIPE NCC will offer and provide registry services as if a contractual relationship of one of the kinds described above had been established, and shall do so for as long as the circumstances continue which constitute an obstruction to the establishment of a contract.

However, notwithstanding the preceding paragraph, the RIPE NCC may refuse to provide any specific registry service for which particular technical requirements apply, which the Resource Holder is unable to meet.

### **2.6 No relationship**

In case no formal relationship has been established in support of a particular legacy resource, the RIPE NCC

- will continue to provide any registry service element already provided in support of each Legacy Internet Resource involved;
- will have no obligation to begin to provide any registry service element not already provided in support of a

- particular Legacy Internet Resource, even in case the service element is provided in support of any other Legacy Internet Resource held by the same or another Resource Holder;
- and may update the related entries in the RIPE Database from time to time to correspond to the current actual situation.

## **2.7 Lapse of relationship or agreement**

In case a relationship or agreement as described above in sections 2.1, 2.2, 2.3, 2.4, or 2.5 has lapsed, the RIPE NCC may refuse to continue to provide, in support of each legacy resource involved, any service element which was not being provided immediately before the establishment of the relationship or agreement which has lapsed.

## **3.0 Contractual requirements**

The service agreement covering registration of a legacy Internet resource between the corresponding Resource Holder and either the Sponsoring LIR or the RIPE NCC must include

- identification of each resource covered by the service agreement;
- specification of the service or services offered in respect of each resource identified;
- the obligation for both parties to comply with this policy and with other RIPE policies which relate to Legacy Internet Resources;
- a statement of the responsibility of the resource holder to maintain accurate data in the registry in respect of each resource identified;
- a statement of the responsibility of the resource holder to assist the RIPE NCC with data-accuracy checks;
- a statement that the RIPE NCC is not entitled to deregister the resources for whatever purpose unless so instructed by the resource holder;
- a statement of the measures which the RIPE NCC is entitled to take in case the resource holder does not meet their contractual responsibilities.

## **4.0 Services to be offered and provided**

The RIPE NCC will offer and provide services in respect of a given Legacy Internet Resource corresponding to the relationship established with the holder of that resource.

In the case of any of the forms of relationship described in sections 2.1, 2.2, or 2.3 above, this policy shall not exclude any service from being offered and/or provided in respect of a Legacy Internet Resource registered under the terms of the corresponding direct or indirect contractual agreement relationship with the RIPE NCC.

In the case of any of the forms of relationship described in sections 2.1, 2.2, 2.3, or 2.4 above, the RIPE NCC shall offer Registry Services as defined in section 1.1 above in respect of each Legacy Internet Resource involved and as requested by the corresponding Resource Holder.

In case the situation corresponds to section 2.6 above, the RIPE NCC shall maintain each Registry Service element already provided in respect of any corresponding Legacy Internet Resource.

## **5.0 Arbitration in case of conflict**

In case of conflict between a Legacy Internet Resource Holder and the RIPE NCC about any matter within the scope of this policy, the RIPE NCC Conflict Arbitration Procedure is to be applied.