

RIPE NCC Standard Service Agreement

Current and Proposed Provisions in Comparison

Current provision (Article 7 SSA)	Proposed change (Article 7 SSA)
<p>Article 7 - Clearing House</p> <p>7.1 In any given year the financial surplus or deficit of the RIPE NCC is accounted for in a separate reserve of the RIPE NCC called the Clearing House.</p> <p>7.2 The Clearing House may equal a maximum of three times the total amount of the RIPE NCC service fees in the relevant financial year. If and when the previously mentioned maximum is exceeded, the RIPE NCC Clearing House Procedure is executed, in the year following the relevant financial year.</p> <p>7.3 The Clearing House procedure stipulates that the excess amount shall be returned to the Members in proportion to the level of the service fees paid in the relevant financial year and the two previous years. This excess amount shall be credited to the Member on the service fee of the year following the year that the Clearing House procedure has taken place.</p> <p>7.4 Only the Members that have fulfilled the service fee payment for the relevant financial year take part in the Clearing House procedure.</p> <p>7.5 In the event the RIPE NCC Standard Service Agreement is terminated in the financial year referred to in Article 7.2, the Member will not participate in the Clearing House procedure</p>	<p>Article 7 - Clearing House</p> <p>7.1 The Clearing House is a tax-free financial reserve that provides for the financial stability of the RIPE NCC.</p> <p>7.2 The General Meeting will decide each year whether the RIPE NCC's financial result will be added to or deducted from the Clearing House reserve or will be redistributed among the Members. The General Meeting may also decide to redistribute a one-off amount from the Clearing House to the Members.</p> <p>7.3 The RIPE NCC Clearing House Procedure stipulates the details of a potential redistribution as referred to in Art 7.2. A Member's share of a potential redistribution shall be credited to the Member on the service fee of the year following the year that the General Meeting has decided on the redistribution.</p> <p>7.4 The Member may participate in the Clearing House procedure, provided that it has fulfilled the service fee payment in accordance with Art. 5 for the relevant year referred to in Art 7.2.</p> <p>7.5 In the event the RIPE NCC Standard Service Agreement is terminated in the year referred to in Article 7.2, the Member will not participate in the Clearing House procedure.</p>
<p>Justification: The new tax ruling with the Dutch tax authorities has amended the set up of Clearing House procedure.</p>	

RIPE NCC Standard Service Agreement

This Standard Service Agreement (SSA) shows the text of the contract between the RIPE NCC and its Members. When a new SSA is needed, we will send you a pair of 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 258
1016 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 “Member”

Whereas

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

II. The RIPE NCC performs its activities for the benefit of its Membership and the Internet community in general, and it observes strict neutrality and impartiality with respect to individual Members.

III. The Member wishes to obtain services from the RIPE NCC.

Agree as follows

Article 1 - Definitions

In the RIPE NCC Standard Service Agreement, the following terms shall be understood to have the meanings assigned to them below:

- **Member**
A natural person or a legal entity that has entered into the RIPE NCC Standard Service Agreement with the RIPE NCC.
- **RIPE NCC**
Réseaux IP Européens Network Coordination Centre, a membership association under Dutch law, with registered office in Amsterdam, the Netherlands.

- RIPE NCC services
The Membership Services as specified in the current version of the [RIPE NCC Activity Plan](#).
- RIPE Policies
[Policies](#) adopted through an open, bottom-up process of discussion and consensus-based decision-making process by the Réseaux IP Européens (RIPE) community, which is a collaborative forum open to all parties interested in the operations of the Internet.
- Internet Number Resources
Any Internet identifiers such as IP addresses (IPv4, IPv6) and Autonomous System Numbers.

Article 2 - General

2.1 The RIPE NCC Standard Service Agreement shall come into effect by means of an offer and an acceptance.

2.2 To enter into the RIPE NCC Standard Service Agreement, the following documents have to be sent to the RIPE NCC by post or fax:

- One copy of the RIPE NCC Standard Service Agreement containing the handwritten signature of an authorised representative of the Member
- A recent extract from the Commercial Trade Register or equivalent document proving the registration of the Member with the national authorities.

Upon receipt of these documents by the RIPE NCC, the RIPE NCC Standard Service Agreement is considered to be concluded. The RIPE NCC shall not commence the provision of the RIPE NCC services until these documents have been received.

Conclusion of the RIPE NCC Standard Service Agreement establishes a RIPE NCC membership.

2.3 The Member acknowledges and accepts that the RIPE NCC Standard Service Agreement may be amended by a resolution of the General Meeting of the RIPE NCC according to the procedure outlined in the [RIPE NCC Articles of Association](#). An amendment shall automatically become effective upon the date mentioned in the resolution or the date of first publication of the resolution of the General Meeting and the full text of the amended agreement on <http://www.ripe.net>, whichever is the latest, without the re-signing of the RIPE NCC Standard Service Agreement being necessary.

2.4 This Agreement replaces any previous version of the Standard Service Agreement between the Member and the RIPE NCC.

Article 3 – Use of RIPE NCC Services

3.1 The RIPE NCC undertakes to provide the RIPE NCC services to the Member and the Member acknowledges and accepts that it has obtained the right to use the RIPE NCC services under the conditions outlined in this agreement.

3.2 For specific services in addition to the RIPE NCC Standard Service Agreement, separate terms and conditions may apply that need to be agreed upon before these specific services can be used.

Article 4 – Membership

- 4.1 The Member acknowledges and accepts that it shall automatically become a candidate member of the RIPE NCC association by signing the RIPE NCC Standard Service Agreement according to the [RIPE NCC Articles of Association](#), Article 4.
- 4.2 After a period of six (6) months from the signing of the RIPE NCC Standard Service Agreement the candidate member will be converted into a full member of the RIPE NCC association. Unless otherwise stated candidate members shall have the same rights and obligations as full members.
- 4.3 If there are statutory provisions imposed upon the Member that prohibits the Member from being a member of the RIPE NCC association, the Member shall notify the RIPE NCC immediately when the Member becomes aware of such a situation.

Article 5 – Payment

- 5.1 The Member shall owe the RIPE NCC a service fee and a sign-up fee as 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 Member's obligation to pay these fees shall commence on the day on which the RIPE NCC Standard Service Agreement is concluded.
- 5.3 The Member shall make the payment to the RIPE NCC within 30 days of date of invoice, failing which the Member shall be in default with no notice of default being required.
- 5.4 With effect from the day on which the Member defaults on its payment obligations, the Member shall owe the RIPE NCC the statutory rate of interest on the amounts unpaid as well as a late payment fee. In addition, the Member 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 Member in connection with the latter's failure to effect (timely) payment.
- 5.5 The Member may not postpone its payment obligations or offset any of its own claims against the RIPE NCC.
- 5.6 In addition to this Article 5, the Member 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 – Compliance

6.1 The Member acknowledges applicability of, and adheres to, the [RIPE Policies](#) and RIPE NCC procedural documents. 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 RIPE NCC Standard Service Agreement. Each revised document will receive a new document number and can be found on <http://www.ripe.net>.

Below is a non-exclusive list of these documents:

- [IPv4 Address Allocation and Assignment Policies in the RIPE NCC Service Region](#) (current version)
- [Autonomous System \(AS\) Number Assignment Policies and Procedures](#) (current version)
- [IPv6 Address Allocation and Assignment Policy](#) (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 LIR and Deregistration of Internet Number Resources](#) (current version)
- [Transfer of Internet Number Resources](#) (current version)
- [The RIPE NCC Clearing House Procedure](#) (current version)
- [RIPE NCC Conflict Arbitration Procedure](#) (current version)

6.2 The Member shall provide the RIPE NCC with complete, updated and accurate information necessary for the provision of RIPE NCC services and shall assist the RIPE NCC with audits and security checks as outlined in the RIPE NCC procedural documents, particularly with [RIPE NCC audit activity](#).

6.3 If the Member fails to comply with the RIPE Policies and RIPE NCC procedures as outlined in the RIPE NCC procedural document “[Closure of LIR and Deregistration of Internet Number Resources](#)”, the RIPE NCC may suspend the provision of RIPE NCC services to the Member and may deregister the Internet Number Resources it has registered to the Member in accordance with the procedure outlined in the RIPE NCC procedural document “[Closure of LIR and Deregistration of Internet Number Resources](#)”. The Member shall cooperate with the deregistration of the Internet Number Resources. The RIPE NCC may also terminate the RIPE NCC Standard Service Agreement in accordance with Article 9.3 of this Agreement.

Article 7 - Clearing House

7.1 The Clearing House is a tax-free financial reserve that provides for the financial stability of the RIPE NCC.

7.2 The General Meeting will decide each year whether the RIPE NCC’s financial result will be added to or deducted from the Clearing House reserve or will be redistributed among the Members. The General Meeting may also decide to redistribute a one-off amount from the Clearing House to the Members.

7.3 The RIPE NCC Clearing House Procedure stipulates the details of a potential redistribution as referred to in Art 7.2. A Member’s share of a potential redistribution shall be credited to the Member on the service fee of the year following the year that the General Meeting has decided on the redistribution.

7.4 The Member may participate in the Clearing House Procedure, provided that it has fulfilled the service fee payment in accordance with Art. 5 for the relevant year referred to in Art 7.2.

7.5 In the event the RIPE NCC Standard Service Agreement is terminated in the year referred to in Article 7.2, the Member will not participate in the Clearing House procedure.

Article 8 – Liability

8.1 The Member shall be liable for all aspects of its use of the services offered by the RIPE NCC. The Member shall also be liable for all aspects of its use and all that ensues from its use of the Internet Number Resources.

8.2 The RIPE NCC excludes all liability for any direct or indirect damages, including damages to the Member'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 RIPE NCC or its management.

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

8.4 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 RIPE NCC services must necessarily be carried.

8.5 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.

8.6 The Member shall indemnify the RIPE NCC against any and all third party claims filed against the RIPE NCC in relation to the Member's use of the RIPE NCC services.

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

Article 9 – Term and Termination

9.1 The RIPE NCC Standard Service Agreement shall be entered into for an indefinite period of time, unless terminated in accordance with the provisions of this article.

9.2. The Member shall be entitled to terminate the RIPE NCC Standard Service Agreement with a notice period of three months. Notice shall be in writing and sent to the RIPE NCC by electronic or regular mail.

9.3 Without prejudice to termination in accordance with 9.4, the RIPE NCC shall be entitled to terminate the RIPE NCC Standard Service Agreement in the event that the Member fails to meet any of its obligations arising from the RIPE NCC Standard Service Agreement and does not remedy such failure within the period specified in the RIPE NCC procedural document "[Closure of LIR and Deregistration of Internet Number Resources](#)". The RIPE NCC shall also be entitled to terminate the RIPE NCC Standard Service Agreement if the continuation of this Agreement is impossible for reasons above and beyond control by the RIPE NCC. Termination shall be in accordance with the procedure set forth in the RIPE NCC procedural document "[Closure of LIR and Deregistration of Internet Number Resources](#)", 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.

9.4 The RIPE NCC shall be entitled to terminate the RIPE NCC Standard Service Agreement with immediate effect in accordance with the procedure set forth in the RIPE NCC document "[Closure of LIR and Deregistration of Internet Number Resources](#)", without being liable to pay damages to the Member and without prejudice to the RIPE NCC's right to claim (additional) damages from the Member:

- a. if an application has been or is filed for the Member's bankruptcy or for a suspension of payments (moratorium).
- b. if the Member goes into liquidation or becomes insolvent.
- c. if the Member 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 Member fails to submit to the RIPE NCC a recent extract from the Commercial Trade Register or equivalent document proving the registration of the Member with the national authorities when this is asked for by the RIPE NCC.
- e. if the Member fails to observe any rule of applicable law, which should be adhered to by the Member. The RIPE NCC shall only terminate the RIPE NCC Standard Service 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 Member is in default of payment as defined in Article 5.3.

- g. on the day on which the Member's membership of the RIPE NCC association terminates according to Article 6 of the [Articles of Association](#).
 - h. if the Member provides the RIPE NCC with falsified or misleading data or provides the RIPE NCC repeatedly with incorrect data.
 - i. if the Member repeatedly refuses to assist the RIPE NCC with audits as specified in the procedural document "[RIPE NCC Audit Activity](#)".
 - j. if the RIPE NCC cannot reasonably be required to continue the RIPE NCC Standard Service 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.
- 9.5 Upon termination in accordance with this article 9, the RIPE NCC will stop providing RIPE NCC services to the Member and the Member will lose their RIPE NCC member status as described in the RIPE NCC procedural document "[Closure of LIR and Deregistration of Internet Number Resources](#)". The Member shall stop using RIPE NCC services and shall cooperate with the deregistration of any Internet Number Resources the RIPE NCC has registered to them.
- 9.6 A RIPE NCC Standard Service Agreement, which has been terminated may be re-activated subject to prior written authorisation by the RIPE NCC and payment of a sign-up fee.

Article 10 - Miscellaneous

- 10.1 Without the RIPE NCC's prior written consent, the Member shall not be permitted to assign to third parties any rights or obligations that arise from the RIPE NCC Standard Service Agreement, including any rights on Internet Number Resources registered by the RIPE NCC.
- 10.2 The Member acknowledges and agrees that the registration of Internet Number Resources does not constitute property and the registration of Internet Number Resources in the name of the Member or a third party does not confer upon the Member or the third party any rights of ownership. The Member acknowledges that any Internet Number Resources deregistered by the RIPE NCC may be re-registered to another party according to the RIPE Policies.
- 10.3 If any provision contained in the RIPE NCC Standard Service Agreement is held to be invalid by a court of law, this shall not in any way affect the validity of the remaining provisions.
- 10.4 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.
- 10.5 The titles next to the articles of this Agreement are for convenience only and shall not be taken into account for the interpretation of the articles.

Article 11 – Governing Law

- 11.1 All agreements between the RIPE NCC and the Member shall be exclusively governed by the laws of the Netherlands.
- 11.2 Any disputes which may arise from the RIPE NCC Standard Service Agreement shall be settled in accordance with the [RIPE NCC Conflict Arbitration Procedure](#) as adopted by the RIPE NCC Executive Board after consultation with the RIPE NCC membership.

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

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