# **Inter-RIR Transfer of Internet Number Resources**

Author: RIPE NCC Document ID: ripe-769 Updates: ripe-656 Date: November 2021

- 1.0 Definitions
- 2.0 Introduction
- 3.0 Inter-RIR Transfer of Internet Number Resources
  - 3.1 Submission of the Request for Transfer
  - 3.2 No contractual link between the RIPE NCC and the party within its service region requesting the transfer
  - 3.3 Financial Consequences
  - 3.4 Contractual Consequences
  - 3.5 Internet Number Resource Registration and RIPE Database Issues
- 4.0 Changes in the Official Legal Name of the party within the RIPE NCC service region

#### 1.0 Definitions

For the purposes of this document:

Internet number resources shall refer to:

- The registered allocation and assignment records of a member
- The independent Internet number resources records assigned through the member as a "sponsoring LIR" to an End User
- The legacy Internet resource records.

"Transfer from/to the RIPE NCC service region" shall refer to a transfer of Internet number resources from/to the RIPE Registry to/from another RIR registry.

"Party within the RIPE NCC service region" shall refer to a party that has registered or intends to register Internet number resources in the RIPE Registry.

"Party within another RIR service region" shall refer to a party that has registered or intends to register Internet number resources in another RIR registry.

### 2.0 Introduction

This document outlines the procedure the RIPE NCC will follow in order to process an inter-RIR transfer of Internet Number Resources to and from the RIPE NCC service region according to the RIPE Policy, "Policy for Inter- RIR Transfer of Internet Resources".

#### 3.0 Inter-RIR Transfer of Internet Number Resources

If a party within the RIPE NCC service region wishes to transfer Internet number resources (or parts of these resources) to a party within another RIR service region or vice versa, then this transfer must be declared to, and approved by, the RIPE NCC and the relevant RIR. The

RIPE NCC will not approve any transfer in which an involved party is subject to Dutch or EU sanctions.

## 3.1 Submission of the Request for Inter-RIR Transfer

The transfer request is always initiated by the transferring party. The transferring party must send a request to the RIR where the Internet number resources are registered at the moment the request is made.

All inter-RIR transfer requests will be processed by the RIPE NCC in coordination with the relevant RIR and in compliance with RIPE Policies and the relevant policies of the other RIR.

For transfers to the RIPE NCC service region, the RIPE NCC will be notified by the relevant RIR and contact the relevant party within the RIPE NCC service region.

For transfers from the RIPE NCC service region, a registered contact or an authorised person (e.g., senior manager) of the party requesting the transfer must send the request by email to <a href="inter-rir@ripe.net">inter-rir@ripe.net</a>. If the party requesting the transfer has a contractual relationship with a sponsoring LIR (e.g., End User, Legacy Holder) for the Internet number resource to be transferred, the request must be submitted via the sponsoring LIR.

For all transfers, the RIPE NCC will ask the party within the RIPE NCC service region for the following information:

## i) Information about the parties involved:

- Full details (i.e., official legal name, contact details) of the parties involved and the name of the other RIR
- Recent registration papers issued by the relevant national authorities for the parties involved

The RIPE NCC may need further documents from the parties involved to maintain compliance with local legislation, for example in relation to sanction checks. The party in the RIPE NCC service region is responsible for submitting these documents to the RIPE NCC.

#### ii) A list of the Internet number resources that are to be transferred

# iii) Correct contact details of the party within the RIPE NCC service region

The RIPE NCC may ask the party within the RIPE NCC service region to confirm the correctness of their contact details or to update them. These contact details include billing contacts and VAT number details.

# iv) Compliance with needs-based policies

For transfers to the RIPE NCC service region from an RIR with policies that require the receiving RIR to adhere to a needs-based policy, recipients must provide a plan for the use of at least 50% of the transferred resources within five years, which will be evaluated by the RIPE NCC.

# v) Confirmation letter for the request of transfer signed by an authorised person of the party within the RIPE NCC service region

For all Internet number resources (except Legacy Internet Resources without a contractual relationship with the RIPE NCC or a sponsoring LIR):

- Template confirmation letter for transfers to the RIPE NCC service region
- Template confirmation letter for transfers *from* the RIPE NCC service region

For Legacy Internet Resources without a contractual relationship with the RIPE NCC or a sponsoring LIR:

- Template confirmation letter for transfers to the RIPE NCC service region
- <u>Template confirmation letter</u> for transfers *from* the RIPE NCC service region

# 3.2 If there is no Contractual Link Between the RIPE NCC and the Party Within the RIPE NCC Service Region

If the party within the RIPE NCC service region does not have a contractual relationship with the RIPE NCC, then this party will need to establish a contractual relationship with the RIPE NCC or with a sponsoring LIR prior to the evaluation of the transfer request. This is not required if otherwise stipulated under the relevant RIPE Policies (e.g., if Legacy Internet Resources are transferred from or to a party that decides not to have a contractual relationship with either the RIPE NCC or a sponsoring LIR for these resources).

#### 3.3 Financial Consequences

For transfers from or to the RIPE NCC service region, all outstanding invoices and obligations of the party within the RIPE NCC service region must be paid in full.

## 3.4 Contractual Consequences

Once the transfer is completed, the party within the RIPE NCC service region may be obliged to update its contract with the RIPE NCC or its sponsoring LIR in order to include or exclude the transferred Internet number resources.

For the transfers from the RIPE NCC service region, if the party within the RIPE NCC service region transfers all of its Internet number resource to another RIR, this party may terminate its contractual relationship with the RIPE NCC or its sponsoring LIR.

## 3.5 Internet Number Resource Registration and RIPE Database Issues:

The RIPE NCC will review the status of all registration data of relevance to the transfer of Internet number resources contained in the RIPE Registry.

The RIPE NCC will update the RIPE Registry; more specifically:

• For transfers from the RIPE NCC service region, the RIPE NCC will make any necessary updates in the RIPE Database (e.g., remove the resource objects and their more specifics if necessary). The party within the RIPE NCC service region must assist

the RIPE NCC with all appropriate actions needed for this update (e.g., remove or update any resource objects or other related objects).

• For transfers to the RIPE NCC service region, the RIPE NCC will make any necessary updates in the RIPE Database (e.g., create the resource objects). It is the responsibility of the party within the RIPE NCC service region to create any further necessary objects in the RIPE Database.

# 4.0 Changes in the Official Legal Name of the Party Within the RIPE NCC Service Region

If the party within the RIPE NCC service region submitting the request has a contractual relationship with the RIPE NCC or a sponsoring LIR and has changed its official legal name before submitting the request, then the update in the RIPE NCC records need to be made prior to the transfer of the Internet number resources.

The relevant procedure can be found here:

For RIPE NCC Members: "<u>Transfer of Internet Number Resource Records and Change of a Member's Official Legal Name"</u>.

For End Users: "Independent Internet Number Resources – Contractual Relationship Changes Between Sponsoring LIR and End User".

For Legacy holders with a contract with a sponsoring LIR: "<u>Legacy Internet Resources – Contractual Relationship Changes Between Sponsoring LIR and Legacy Internet Resource Holder</u>".

For Legacy holders with a contract with the RIPE NCC: "<u>Transfer of Internet Number</u> Resource Records and Change of a Member's Official Legal Name".

For Legacy holders without a contract with the RIPE NCC or a sponsoring LIR, the RIPE NCC shall <u>receive proof</u> that they are the legitimate holder of the Legacy Internet Resources.