

# Transfer of Internet Number Resources and Change of a Member's Official Legal Name

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## 1.0 Definitions

For the purposes of this document, Internet number resources refer to:

- The registered allocation and assignment records of a member
- The independent Internet number resource records assigned to an End User through a member acting as a sponsoring LIR

## 2.0 Introduction

In order for the RIPE NCC to maintain an accurate registry, it must hold accurate data concerning:

- The natural or legal persons holding the registration of Internet number resources
- The Internet number resources that are registered to these natural or legal persons

This means that any transfer of Internet number resources from one party to another, or any change to the legal status of a party holding the registration of Internet number resources, must be communicated to the RIPE NCC.

A member must inform the RIPE NCC if *one or both* of the following changes occurs:

1. Internet Number Resource are transferred. Such transfers may take place:
  - Because of a change in the member's business structure (for example in the case of a merger or acquisition of the member's organisation, or if the member is undergoing bankruptcy, liquidation, suspension of payments or insolvency proceedings) that can be proved/supported by official documentation from national authorities.
  - In the case of a transfer of Internet number resources from the member to another party according to RIPE Policy "[RIPE Resource Transfer Policies](#)". Transfers of IPv4 Internet number resources may also be facilitated through the [IPv4 Transfer Listing Service](#).
2. The member changes its official legal name. Such a change may occur, for example, because of a merger or acquisition of the member's organisation.

This document describes the procedures for such changes to be properly communicated and registered with the RIPE NCC.

**Note:**

If a change in a member's official legal name is accompanied by a transfer of Internet number resources, the member must first inform the RIPE NCC of the name change and then of the transfer.

If a change in a member's business structure is *not* accompanied by a transfer of Internet number resources or a change in the member's official legal name, then the RIPE NCC does not need to be informed of this change.

This document does not describe the procedure to be followed in the case of changes with regards to independent Internet number resources assigned to End Users or any changes to the End User's business structure. This procedure is described in the RIPE NCC Procedural Document, "[Independent Internet Number Resources – Contractual Relationship Changes Between Sponsoring LIR and End User](#)".

This document does not describe the procedure to be followed in case of a transfer of Internet number resources from the RIPE NCC service region to the service region of another RIR and vice versa. This procedure is described in the RIPE NCC procedural document, "[Inter-RIR Transfer of Internet Number Resources](#)".

### **3.0 Transfer of Internet Number Resources**

If a member transfers their Internet number resources to a third party for any reason, this transfer must be declared to the RIPE NCC for approval.

### 3.1 Submission of the Request for Transfer

For the transfer to be processed, a registered contact or an authorised person (e.g., senior manager, legal successor) of the involved parties must submit a request to the RIPE NCC. More specifically:

- If the transfer is due to a change in the member’s business structure that can be proved/supported by official documentation by national authorities (e.g., merger, acquisition, bankruptcy, liquidation), either of the parties involved must submit the request via the [LIR Portal](#). If the requesting party does not have access rights to the LIR portal, the request must be submitted via email to [ncc@ripe.net](mailto:ncc@ripe.net)
- If this is a transfer of Internet number resource from one member to another party according to RIPE Policy “[RIPE Resource Transfer Policies](#)”, the transferring party must submit the request via the [LIR Portal](#).

The RIPE NCC will evaluate the request and process the transfer if it is adequately supported 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 Internet number resources and which party will receive them
- Recent registration papers issued by the relevant national authorities for all involved parties

If the current official legal names of the involved members are different from those in the relevant signed RIPE NCC Standard Service Agreement, then the procedure described in [Section 4.0](#) must be followed prior to the transfer of the Internet number resources.

The procedure described under Section 4.0 is not necessary for the transferring member if the RIPE NCC Standard Service Agreement for that member is terminated (see Sections A.1.1 and A.1.2 of the RIPE NCC Procedural Document, “[Closure of Members, Deregistration of Internet Resources and Legacy Internet Resources](#)”).

#### **ii. A description of the reason for the transfer (for example, due to merger, acquisition, transfer of Internet number resources according to 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 member to another), then these cases will fall within the scope of RIPE Policy “[RIPE Resource Transfer Policies](#)”.

**iii. A list of the Internet number resources that are requested to be transferred. If *all* of the transferring member's Internet number resources registered are being transferred, a confirmation of this is requested.**

The member must also indicate any End User assignment agreements that are requested to be transferred.

If a member transfers all of their Internet number resources, their RIPE NCC Standard Service Agreement may be terminated upon request of the member or following the member's confirmation (see Section A.1.1. of the RIPE NCC Procedural Document, "[Closure of Members, Deregistration of Internet Resources and Legacy Internet Resources](#)").

**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. The contact details include the billing contact details and the VAT number details.

**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 authorized 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 (e.g., senior manager, legal successor).

If the transferring party no longer exists by the time the RIPE NCC is being informed, the receiving party must send:

- 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 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 and provide an agreement that proves that the Internet number resource should have been transferred to them.

## **vi. An overview of the utilisation of all allocations and of the status of all independent Internet number resource assignments**

The RIPE NCC may ask for an overview of the utilisation of all Internet number resources registered to the member and of all End User assignment agreements signed by the member.

### **3.2 If the Receiving Party is not a Member**

Members may wish to transfer their Internet number resource to another member or to a third party that is not a member.

If the Internet number resources are transferred to a non-member, the receiving party must apply to be a member by signing a RIPE NCC Standard Service Agreement before the transfer takes place ([more information on how to become a member is available](#)). If the receiving party refuses to do the above, the RIPE NCC will not transfer the Internet number resources to them.

If the Internet number resources to be transferred are Independent Resources (IPv4 PI and AS Numbers), the receiving party may either apply to become a member by signing the RIPE NCC Standard Service Agreement, or can enter into a contractual relationship with a sponsoring LIR. For more information, please see the notes on [Requesting Independent Resources](#).

The request for the transfer can be submitted as described above (Section 3.1).

### **3.3 Financial Consequences**

All outstanding invoices and all outstanding financial obligations must be paid in full. If the RIPE NCC Standard Service Agreement is terminated in the course of the RIPE NCC financial year, the service fee for this member must be paid for the full year. This payment is the responsibility of the receiving member. If the receiving party is not a member, then payment is the responsibility of the transferring member.

If the receiving party decides to sign the RIPE NCC Standard Service Agreement, then a sign-up fee must be paid (see [RIPE NCC Charging Scheme](#)).

### **3.4 Internet Number Resource Registration and RIPE Database Issues**

**The RIPE NCC will review the status of any IP address allocation or independent Internet number resource assignment maintained by the party involved, in compliance with the RIPE Policies current at the time of the transfer.**

The transferring party or (if the transferring party does not exist anymore) the receiving member must deregister from the RIPE Database any invalid or overlapping registrations.

The RIPE NCC will update the registry, including all RIPE Database objects maintained by the RIPE NCC that are related to this transfer. The transferring member must update all RIPE Database objects maintained by them that are related to this transfer.

### **3.5 Transfers Between LIR Accounts Belonging to the Same Member**

Transfers of Internet number resources between LIR accounts belonging to the same member fall within the scope of the RIPE Policy "[RIPE Resource Transfer Policies](#)" and will be evaluated in accordance with them.

Any time restriction that is applied to Internet number resources when they are received must expire before they can be transferred. However, once this restriction has expired, new time restrictions will not be applied to these resources if they are further transferred between LIR accounts held by the same member.

The procedure described above in Section 3.1 is applicable except from paragraphs 3.1.ii and 3.1.v.

If after the transfer the member decides to close an LIR account, all outstanding invoices and all outstanding financial obligations for all LIR accounts must be paid in full.

The RIPE NCC will review the status of any IP address allocation or independent Internet number resource assignment maintained by the member, in compliance with the RIPE Policies current at the time of the transfer.

The member must deregister from the RIPE Database any invalid or overlapping registrations.

The RIPE NCC will update the registry, including all RIPE Database objects maintained by the RIPE NCC that are related to this transfer. The member must update all RIPE Database objects maintained by them that are related to this transfer.

### **3.6 Transfers of Internet Number Resources under Policy Restrictions Due to a Change in the Member's Business Structure**

Internet number resources that are subject to transfer restrictions imposed by the RIPE Policy "[RIPE Resource Transfer Policies](#)", and that are transferred due to a change in a member's business structure, must either remain registered with the original LIR account or be registered with a new LIR account. The receiving party will be provided with RIPE NCC services for these Internet number resources via either the original LIR account or the new LIR account until the policy restrictions are lifted.

### **3.7 Transfers 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.

## 4.0 Member Changes Official Legal Name

It is the obligation of the member to inform the RIPE NCC immediately if any change in the member's official legal name occurs.

The member must send a request for name change via the LIR Portal. The request must include:

- New registration papers from the national authority; and
- The official legal documents supporting this change

If the requesting party does not have access to the LIR Portal, the request must be submitted via email to [ncc@ripe.net](mailto:ncc@ripe.net) and the above-mentioned documents must be uploaded via a secure link provided by the RIPE NCC.

The RIPE NCC will send a new [RIPE NCC Standard Service Agreement](#) for the member to sign under the new official legal name. When the RIPE NCC receives the new RIPE NCC Standard Service Agreement properly signed by the member, it will update the registry, including all RIPE Database objects maintained by the RIPE NCC that are related to this change. The member must update all RIPE Database objects maintained by them that are related to this change.

If the change in the member's official legal name occurred without a further change in the member's structure (e.g., merger with another legal entity, acquisition by/of another legal entity), the member will not have to sign a new RIPE NCC Standard Service Agreement.