

Due Diligence for the Quality of the RIPE NCC Registration Data

Author: RIPE NCC
Document ID: ripe-737
Updates: ripe-729
Date: December 2019

Introduction

The RIPE NCC has a mandate from the RIPE community to keep an up-to-date and correct Internet number resource registry. In order to comply with this mandate, the RIPE NCC performs due diligence on organisations the RIPE NCC registers Internet number resources for.

Due diligence refers to the controls the RIPE NCC performs:

- **Before** the registration of Internet number resources (see Section 1)
- **After** the registration of Internet number resources (see Section 2)

This document outlines the **minimum** information and documentation the RIPE NCC requires to make sure that the registration data is valid and up-to-date.

1. Before the Registration of Internet Number Resources

The RIPE NCC registers Internet number resources to legal or natural persons that:

- Are contractually bound with either the RIPE NCC or a sponsoring LIR (see Section 1.1 below) and
- Meet the criteria defined by [RIPE Policies](#) (see Section 1.2 below)

1.1. Establishment of an agreement

Legal or natural persons requesting the registration of Internet number resources and related services must have signed an agreement with either the RIPE NCC or a sponsoring LIR.

The RIPE NCC performs due diligence on these contractual agreements to verify that the contractual parties exist (and are valid) and that they are properly represented in the signing of the agreement.

For consistency purposes, all legal or natural persons that sign an agreement with the RIPE NCC are considered as intending to request Internet number resources.

Agreements signed with a sponsoring LIR must be submitted to the RIPE NCC. If there are doubts over the correctness of this information, the RIPE NCC reserves the right to contact the person that appears to have signed the agreement with the sponsoring LIR and to confirm the correctness of this information.

Each agreement signed with either the RIPE NCC or with a sponsoring LIR must be accompanied by **supporting documentation** proving the existence (and validity) of the legal or natural person (see below).

If the signing party is a natural person

If the signing party is a natural person, the RIPE NCC has to be sure of their identity (before an agreement is concluded with them). Proof of identification could be:

- Valid identification documents (e.g., identification card, passport)
- Valid driving license with photo, birth certificate issued by the relevant municipality, notary declaration proving the existence of the person, etc., in the case of countries with non-official identification documents (e.g., the UK)

If the signing party is a legal person

If somebody is signing on behalf of a legal person, the RIPE NCC must verify that:

- The legal person is appropriately established by the national authorities or registered with them (see a. Proof of establishment/registration)
- An authorised representative of the legal person approves this application (see b. Approval by authorised representative)

a. Proof of establishment/registration

Normally, proof of establishment of a legal person can be registration with the national authorities (e.g., a recent extract from the Commercial Trade Register or equivalent document proving registration with the national authorities). When this is not available, other proof of establishment may be required (e.g., the law according to which the legal person was established).

The RIPE NCC reserves the right to check the validity of this documentation by requesting further documentation or additional information from third parties.

b. Approval by authorised representative

A contract with either the RIPE NCC or a sponsoring LIR must be signed by an authorised representative of the legal person. In order to obtain a degree of certainty that the person that signs a contract is authorised to represent the legal person, they must indicate:

- Their name
- Their position in the structure of the legal person

The RIPE NCC may request official documentation proving that the person signing on behalf of the legal person is authorised to do so.

If there are doubts over the correctness of this information, the RIPE NCC reserves the right to check the validity of this documentation by requesting further documentation (including proof of identity) or additional information from third parties.

Entities without legal personality

The RIPE NCC strives to achieve legal certainty over the persons that have registered Internet number resources and their potential legal successors. Therefore, the RIPE NCC does not accept contracts with entities that lack distinct legal personality from their partners or owners. This includes partnerships that do not have distinct legal personality from their partners, businesses that do not have distinct legal personality from their owners etc.

However, any of the partners or owners (natural or legal person) of such entities can enter into a contract with the RIPE NCC or a sponsoring LIR. If they wish to highlight their link to the name of the particular entity, they may include the entity's registered (trade)name next to their name with the notion "trading as".

1.1.1. Sanctions and areas under dispute

The RIPE NCC believes that the means of communication should not be affected by political discussions or disputes. This includes the provision of correctly registered Internet number resources. The RIPE NCC is committed to taking all lawful steps available to ensure that the RIPE NCC can provide uninterrupted services to all members across its service region. The RIPE NCC will not take positions with regard to specific political disputes.

Sanctions

The RIPE NCC, as an association under Dutch Law, has to comply with sanctions imposed by the Netherlands and the EU.

The RIPE NCC follows developments regarding sanctions and reviews whether they restrict the provision of services to network operators in certain regions or from having a contractual relationship with them. Additionally, the RIPE NCC communicates with the Dutch authorities in order to clarify the details of imposed sanctions and its obligations.

If the signing party is subject to such sanctions, the RIPE NCC may refuse to sign an agreement with, or to provide services to, this party.

Areas under dispute

The RIPE NCC will strive to facilitate the provision of services to network operators in areas under dispute and does not wish to deny services for political reasons. The RIPE NCC's foremost concern as a neutral membership organisation is to ensure accurate registration of Internet number resources. The RIPE NCC can neither recognise nor deny one state's authority over a region.

The RIPE NCC relies on proof of establishment provided by the signing party. This proof of establishment must be issued by a national authority and prove that the signing party exists.

If the signing party is located in an area claimed by two or more widely recognised states, the RIPE NCC may accept proof of establishment issued by whichever national authority the signing party chooses.

If the legal person is located in an area that is self-proclaimed as an independent state, the RIPE NCC may accept proof of establishment issued by the relevant authorities accompanied by further documentation (e.g., proof of identity of the authorised representative, articles of incorporation etc.).

1.1.2 The signing party is former member

If the signing party is a former member, of which the Standard Service Agreement was terminated in accordance with Article 9.4.h (*“if the Member provides the RIPE NCC with falsified or misleading data or provides the RIPE NCC repeatedly with incorrect data”*), the RIPE NCC will refuse to sign an agreement with, or to provide services to, this party.

The restriction shall cease to apply five years from the date the SSA was terminated. In the event that the former member is reported to the relevant authorities by RIPE NCC, and the relevant authorities acquit the former member or dismiss the charges against them before the end of this five year period, the restriction shall cease to apply on the day the RIPE NCC is informed of this.

The same applies for applications on behalf of natural persons who acted as contact persons or representatives of the former member.

1.2. Compliance with RIPE Policies

The RIPE NCC performs due diligence on requests for Internet number resources and the validity of the distribution criteria before registration in order to ensure compliance with the appropriate RIPE Policies ([IPv4 Address Allocation and Assignment Policies for the RIPE NCC Service Region](#), [IPv6 Address Allocation and Assignment Policy](#), [Autonomous System \(AS\) Number Assignment Policy](#)).

During these checks, the RIPE NCC may ask for information about the network the Internet number resources are meant to be assigned to, as well as for documents supporting this information.

Details of this due diligence depend on the specific Internet number resources that are requested. These details can be found in the [Request Forms and Supporting Notes](#).

2. After the Registration or Distribution of Internet Number Resources

After the agreement has been signed and the Internet number resources have been registered, the RIPE NCC must ensure that relevant registration data are kept up-to-date and correct. To this end, the RIPE NCC performs audits (please see [RIPE NCC Audit Activity](#)) and has procedures to ensure that (legal or natural) persons that have registered Internet number resources are aware of the changes that must be communicated to the RIPE NCC (e.g., see RIPE NCC procedural documents about [transfers of Internet number resource records and change of a Member’s official name](#), [Independent resources – contractual changes between sponsoring LIR and End User](#) and [Closure of LIR and Deregistration of Internet Number Resources](#)).

Submission of a change

Changes in the registration data must be requested by:

- A registered contact person (someone that has been delegated the authority to contact the RIPE NCC via the LIR Portal on behalf of the person that has been registered Internet number resources); or
- An authorised person (someone that has the general authority to act on behalf of the person that has been registered Internet number resources)

If there is any doubt about the identity or the authority of the person requesting these changes, the RIPE NCC reserves the right to request additional documentation (e.g., proof of identity, court decisions, etc.) and to request support or information from third parties.

The RIPE NCC will ask the requester to submit all relevant documentation that supports this change. Such documentation may include:

- Registration papers from local authorities of the country the organisation is registered in
- Court decisions establishing, recognising or ordering the change
- Agreements mentioning the change
- Confirmation signed by an authorised person

For more information, please see the RIPE NCC procedural document "[Transfer of Internet Number Resources and Change of a Member's Official Legal Name](#)."

The RIPE NCC reserves the right to check the validity of this documentation by requesting support or information from third parties.

Agreement for the transfer of Internet number resources

In case of a transfer of registered Internet number resources, and in accordance with the relevant RIPE NCC procedural documents ("[Transfer of Internet Number Resources and Change of a Member's Official Legal Name](#)" and "[Independent Internet Number Resources – Contractual Relationship Changes Between Sponsoring LIR and End User](#)"), both parties must agree to the terms of the transfer. To this end, the RIPE NCC provides the [Transfer Agreement](#) template that both parties must sign.

The Transfer Agreement must be signed by authorised persons from both parties. For the transferring party, it is required that the Transfer Agreement is signed by an authorised representative having the general capacity to sign and 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 authorised to do so. In particular, the RIPE NCC may request either party to submit any relevant documentation listing the names of the persons authorised to sign and act on behalf of their organisation and/or to undertake any other necessary action in order to verify the validity of the provided documentation.

3. Fraudulent Documentation

If it becomes apparent that the RIPE NCC has been presented with fraudulent documentation, either before or after the registration of Internet number resources, this will be reported to the relevant authorities.

4. Confidentiality and Privacy Issues

The RIPE NCC maintains a duty of confidentiality towards the legal or natural persons that request Internet number resources. Information passed to the RIPE NCC is securely stored and will not be distributed further than is necessary.

Details of the process of handling personal data by the RIPE NCC can be found in the [RIPE NCC Privacy Statement](#).