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Registration Service Agreement  
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# The Preamble

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## The RSA

- (I) reflects the context and the mandate laid down in the preamble.
- (II) is the medium through which the IANA function is delivered by RIRs
- (III) qualifies the status of AfriNIC as
  - (a) non-profit making
  - (b) non-commercial
  - (c) the regulator, the conservator and administrator of Internet Number Resources

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# Preamble

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AfriNIC has the sole and discretionary right to amend the RSA under the proviso that

- (i) Notice thereof is given to its members
- (ii) A delay of 30 days before the amendments become effective.
- (iii) Refusal to be bound by any member entails immediate cessation of delivery of services

AfriNIC is governed by a Board.

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# Application for allocation of resources-Art( 2)

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Applicants must

- (i) comply with the application process
- (ii) Furnish accurate and complete information-[Incomplete application set aside]
- (iii) Clearly indicate for which services application being made
- (iv) Promptly notify AfriNIC of any change(s) to their original submission

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# Application for allocation of resources-Art( 2)

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- Promptly, accurately and completely reply to queries
- Provide relevant information regarding membership type
- Provide and ensure that accurate information is stored in AfriNIC's data base.

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# Evaluation and Acceptance Process(Art (3))

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- AfriNIC
- (i) has the sole and exclusive discretion
- (ii) acts within the ambit of such resource management policies approved by the Community
- (iii) will ensure that its current policies are complied with
- (iv) decides within a period of 60 days(complete application submitted)

Where after 60 days no communication received by Applicant- Application deemed to be set aside

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# Conditions of service-Art (4)

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- Art 4(i)-Request for change from current member is addressed under the same process as laid down in Art (2)
- Art4(ii)-Highlights the duty of applicants to cooperate with AfriNIC for the supply of information, assistance for provision of service/during investigation/review of the Applicant's utilization of resources
- -Failure to comply may lead to revocation of service/fact taken into account for future assignment/termination of agreement.



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# Conditions of service

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## Art 4(iii)-Applicant's Use of the service

- irrevocably commits itself to using the services

(a) solely for the purpose for which it was requested

(b) in full and unreserved compliance with Afrinic's policies and mandate

(c) without knowingly infringing the rights and/or interests of other users of such services

(d) within the limits of applicable laws and/or regulations of the jurisdiction in which it operates.

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# Conditions of service-Art 4(iv)

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AfriNIC may cause the use of the service by the Applicant to be investigated by the appropriate and competent Authorities.

Under Art 4(v)-Applicant pledges itself to

- (a) notify AfriNIC when it no longer needs the resources supplied
- (b) surrender the resources within 15 days after notification
- (c) Update data initially submitted if same has since been subject to change/amendment/or outdated.

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## Art 4(d) Undertaking by AfriNIC

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AfriNIC will comply with all applicable data protection and privacy laws of the Republic of Mauritius in its handling of data and information submitted to it by the Applicant in furtherance of an application for services and use thereof.

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# Introduction of a late Penalty Charge-Art 5(e)

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AfriNIC shall apply a late penalty charge of a maximum of 15% of the applicable renewal registration fee in the event that such fee remains unpaid fifteen(15) days after being invoiced

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# Art 6-RSA

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6(a) to 6(c)

- Applicant acknowledges having cognizance of the content of the RSA and undertake to be bound interalia by(i) its preamble(ii) by the policies developed by AfriNIC's members( regarding allocation and use of resources) in Public Policy meetings.

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# Art 6(d) of RSA

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This Article highlights

- (i) The non-proprietary nature of numbering resources-RFC 2050
- (ii) That only an exclusive “right of use” accompanies the allocation of resources on the basis of “justified need”
- (iii) Mandatory prohibition of transfer of allocated resources-RFC 2008.

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# Art (7) of RSA

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The parties represent and warrant that It has full power and authority to enter into the present agreement and perform all the obligations listed down herein.

It shall perform its obligations in compliance with all legal provisions [regulations, directives, legislations] existing in the jurisdiction wherein it operates as well under the laws to which the agreement is subjected. The present agreement constitutes a legal, valid and binding obligation on it and that same shall be enforced in accordance with its terms and conditions.

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# Art(8)-RSA-Bankruptcy Proceedings

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Where AfriNIC receives notice of bankruptcy proceedings against the other party it shall take all appropriate actions to protect its rights and policies.

Such actions may include

- (i) revocation of resources assigned
- (ii) termination of agreement
- (iii) any other actions as advised.
- (iv) intervene in the proceedings.



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# Art (9) of RSA-Indemnification

Where the Applicant,

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- (i) pursuant to such acts amounting to a breach of the agreement or arising from the applicant's use of services, is subject to third party claim and
- (ii) is bound to indemnify

AfriNIC may take all steps to protect its interest including intervention in those proceedings at the cost and expense of Applicant.

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# Art 10-RSA-Limitation of Liability

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Afrinic shall provide the services applied for under the present agreement in terms of the “best effort” criteria and would consequently bear an obligation of means only.

Will be liable only for negligence and/or failure to use appropriate means.

Liability limited to USD 100 or amount paid by Applicant in the six months prior to the event giving rise to liability-Whichever is the higher.

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# Duration of Agreement-Art 11 of RSA

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11(a) Except for first applications, all agreements shall be of one calendar year duration starting from January and ending in December.

Renewed subject to clause 11(c)(i) and 11(c)(ii)

11(b) First applications entered into between January and December shall

have a duration equivalent to the number of months running up to December of the same year.

be renewed on the January of the following year.

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# Art 11-RSA-Duration of Agreement

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11(c)- Where a member receiving service from Afrinic, intends to renew the agreement it has with the latter, it shall give written notice to Afrinic to that effect. The notice will be effective only if

(I) it is given at least three months before the expiry date of the agreement which is still in currency.

(II) It is accompanied by the relevant fees.

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# Art 11-RSA-Duration

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11(d) no notice is received in terms of the conditions laid down at 11(c)(i) and 11(c)(ii) above

and

the agreement has not been earlier terminated expressly in terms of the present agreement , Afrinic will cause the said agreement to be automatically renewed for an additional year in terms of the terms and conditions prevailing or which would prevail for that additional year.

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# Art 11 –RSA-Duration

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## 11(e) Termination by Afrinic

Afrinic shall have the right to terminate this Agreement upon giving the Applicant written notice of its intention and inviting the latter to show cause why such action shall not be taken against it or to take remedial measures to cure any breach particularized in the said notice.

The Applicant will have a period of 30 days during which it shall communicate the grounds on which it relies to prevent the termination of this agreement by AfriNIC.

Where AfriNIC's notice of termination is based on a breach of the present agreement committed by the Applicant, the latter shall provide evidence of the remedial action(s) taken to cure the breach.

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# Art 11-RSA- Duration

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where Afrinic considers in its own discretion that the grounds put forward by the Applicant or the remedial actions taken are satisfactory the termination process will be stopped forthwith.

## Effect of termination

If this agreement is terminated or expires

- (i) Afrinic will immediately revoke the numbering resources and otherwise cease providing the services without incurring any liability whatsoever
- (ii) The Applicant shall pay forthwith any outstanding fees it owes Afrinic
- (iii) Any membership right and benefits accruing to the applicant in its capacity as member shall lapse immediately.

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# Art 12-Right of Appeal

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## 12-Right of Appeal

If an organization/member feels that the registry that assigned its address has not performed its task in the requisite manner, the organization/member has the right of appeal to the parent registry.



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# Art 12-Right of Appeal

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## Procedure of appeal

Written notice of appeal together with grounds of appeal shall be sent to AfriNIC and to the assigning registry within 21 days of the date of the decision being appealed against.

The assigning registry shall within 15 days of the receipt of the notice of appeal forward to AfriNIC all relevant documentation.

The AfriNIC Board shall within 15 days of the receipt of the documentation from the assigning registry examine the appeal and submit its decision which shall be final.

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Thank You...

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