



## **ASSOCIATE MEMBER AGREEMENT**

This AGREEMENT (the "Agreement") is made by and between the African Network information Centre (AfrinIC) Ltd a not-for-profit organisation based in Mauritius and

1. Mr/Mrs \_\_\_\_\_  
of \_\_\_\_\_  
Passport (ID) #: \_\_\_\_\_

or

2. \_\_\_\_\_  
\_\_\_\_\_  
Corporate/Statutory/private institution  
Company Registration Number: \_\_\_\_\_

("The Applicant")

### **1. Preamble**

ICANN, the Internet Corporation for Assigned Names and Numbers has been contracted by the Department of Commerce of the United States to fulfill the function of the IANA, Internet Assigned Name and Number Authority. The IANA function is designed to ensure a coordinated and transparent management of Internet numbers parameters for a seamless operation of the Internet and to continuously strive for the enhancement of its resilience, capacity and performance.

In furtherance of the aforesaid mandate, ICANN has accredited five Regional Internet Registries (RIRs) for a comprehensive management of Internet resources with a view to ensuring the transparent, economic, equitable and efficient access to these Internet resources. IANA allocates number resources to each of the five RIRs for further sub-allocation/assignment to members based on policies and terms defined by the community of each respective service region.

(a) AFRINIC, the African Network Information Centre, is the regional Internet registry for Africa and the Indian Ocean region and is:

- (i) the entity accredited by ICANN under the ICP-2 policy 2 (Resolution 05.25 of May 2005) to assign Internet number resources within the region;
- (ii) requested to facilitate and maintain a meaningful bottom-up policy development process that allows the community at large to define policies and rules which would govern and regulate the allocation and assignment of Internet number resources to its members as defined in its Constitution;
- (iii) bestowed with a non-profit making mandate.
- (iv) a non-commercial entity;
- (v) empowered to provide a fair, economic and efficient management of number resources to its members according to adopted number resources management policies;
- (vi) empowered to fulfill a stewardship role for those number resources allocated to it, for the use of the African Internet community as constituted by its members collectively;
- (vii) responsible for the registration, administration and conservation of the number resources;
- (viii) governed by a Board elected by its members in terms of the process laid down in its Constitution and its election process.

AFRINIC, in the light of the foregoing, reserves itself the right to amend this agreement partially or otherwise where it is so mandated by its Board after giving notice to its members. Such amendment(s) where effected, will take effect after the lapse of 30 days following its/their posting on its website and to the members mailing list.

In the event of an express refusal to be bound by the amendment(s) membership may be terminated forthwith.

## **2. Application for Associate Membership**

Applicants shall:

- (a) comply with the application process as defined and from time to time updated on AFRINIC's website ([www.afrinic.net](http://www.afrinic.net));
- (b) provide accurate and complete information when applying for membership Incomplete application will not be accepted and applicant will be notified;
- (c) clearly indicate the category in which it falls as an Associate member and for which the application is being made;

- (d) where the original information submitted has been the subject of any change, same has to be notified promptly, accurately and fully to AFRINIC by an authoritative and valid contact;
- (e) promptly, accurately and completely reply to any enquiry made by AFRINIC during the application or within the currency of the agreement;
- (f) provide the relevant information regarding the membership type as indicated online on AFRINIC website and reflected in the membership form;
- (g) provide and ensure accurate contact information are stored in AFRINIC database (MyAFRINIC).

### **3. Evaluation and acceptance**

Applicants acknowledge that the evaluation process of all applications is subject to:

- (a) AFRINIC's sole and exclusive discretion but in line with such policies approved by members at large and the Internet community in general through the Region's valid Policy Development Process.
- (b) Compliance with AFRINIC's Internal business process and policies.
- (c) The membership process should be completed within 30 days of the receipt of an application deemed complete by AFRINIC. Notification of acceptance of an application will be effected in writing.
- (d) Where after the lapse of 30 working days after the submission of an application, no communication has been received from the applicant it is deemed that the application has been abandoned

### **4. Handling of data and information.**

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 for the purposes of this agreement.

### **5. Rights of Associate Member**

The following are the rights which shall be enjoyed by the Applicant in its capacity as an Associate member as defined in the bylaws of AFRINIC.

- (a) to receive notice of all Annual General Member Meetings in accordance with articles of the AFRINIC bylaws

- (b) to attend Annual General Members Meetings of AFRINIC as Observer.
- (c) to take advantage of services provided by AFRINIC as regards training, consultancy and technical expertise under such terms and conditions mutually agreed between the parties.
- (d) to attend any other meetings convened by AFRINIC if the Associate member(s) is so qualified.
- (e) to nominate or second individual who shall be eligible to be elected as a Director.
- (f) to give written notice to the Board of a matter which it proposes to raise for discussion or resolution at an Annual General Member Meeting called under the Articles of this Constitution at which it is entitled to vote
- (g) to appoint, where it is a corporate body, a representative (proxy) to attend an Annual General Member Meeting on its behalf
- (h) to appoint, where the Applicant is an individual, a representative (proxy) in terms of AFRINIC's constitution to attend an Annual General Members Meeting on his/her behalf

## **6. Fees and Payment**

- (a) The Applicant shall pay the appropriate membership fees in accordance with the schedule of fees (the "Fee schedule") as currently published on the website.
- (b) All fees paid by the Applicant to AFRINIC are non-refundable.
- (c) The Applicant shall also pay the applicable renewal Membership fees, if any, as set forth in the Fee schedule, within thirty (30) days after AFRINIC has invoiced the Applicant on regular billing period as set in the Fee schedule.
- (d) If, for any reason, the Applicant does not pay any applicable renewal Membership fee, AFRINIC shall have the right to terminate this Agreement.
- (e) AFRINIC will have the right from time to time to change the amount of the fees or institute new fees relating to this membership agreement.
- (f) AFRINIC commits itself to publish fee schedule changes at least 30 days before its application.
- (g) AFRINIC shall apply a late penalty charge of a maximum of 15% of the applicable renewal membership fee in the event that such fee remains unpaid thirty (30) days after the invoice date.

## **7. Acknowledgements**

The Applicant:

- (a) acknowledges that it has read, understood and taken cognizance of all the terms and conditions of the present agreement and further binds itself to strictly and unreservedly comply therewith.
- (b) having taken cognizance of the preamble of the present agreement, fully and unreservedly subscribe thereto with the clear understanding and acceptance of AFRINIC's critical role in the stability and the continued evolution of the Internet as agreed by its members and the community in terms of policies adopted by them.
- (c) further acknowledges that this agreement shall at all times be subjected to policies adopted and to be adopted by the AFRINIC Internet Community through its policy development process;
- (d) also acknowledges that its acts and doings as an Associate member shall always be commensurate with the preamble of this agreement and geared towards the furtherance of the objectives therein contained.

## **8. Representations and Warranties**

The parties, each, represent and warrant that it

- (a) has full power and authority to enter into the present agreement
- (b) it shall perform its obligations in compliance with all legal provisions (regulations, directives, legislation) existing in the jurisdiction wherein it operates as well under the laws of the Republic of Mauritius which shall govern this agreement.
- (c) shall in particular comply at all times with such legislations of the Republic of Mauritius dealing with Data Protection, Money Laundering, Corruption and Terrorism.
- (d) shall at all times, as a member of AFRINIC, protect and enhance the reputation and goodwill of AFRINIC as an RIR for the Africa Region.
- (e) always manifest an unequivocal commitment to promote the development of Internet in Africa and more particularly to protect the open, transparent and multi-stakeholder management of the Internet.
- (f) recognizes that present agreement constitutes a legal, valid and binding obligation on it and that same shall be enforced in accordance with its terms and conditions.

## **9. Termination of membership**

The membership of the Applicant as an Associate Member shall terminate upon:

- (a) The applicant, if not an individual, ceasing to exist pursuant to the laws of its country of incorporation or,
- (b) The applicant being an individual, upon his death;
- (c) The applicant, being an individual, unequivocally and voluntarily expressing his/her intention to terminate his/her membership
- (d) the Board, acting reasonably and in good faith, determining that the Applicant has ceased to satisfy the criteria for admission to Associate membership of the Company;
- (e) the Board, acting reasonably and in good faith, determining that the Applicant has refused or failed to comply with the provisions of AFRINIC's Constitution or any applicable rule made by the Board;
- (f) the applicant failing and /or neglecting to pay membership fees or any other sum payable by the Applicant to the Company for a period of 3 months after the due date of payment (subject to the Board deciding otherwise); or
- (g) such other event or such other grounds as the Board, acting reasonably and in good faith, shall determine from time to time.

## **10. Termination of membership and payment of fees**

Termination of membership shall not relieve a member from any obligation to pay any fees payable to the Company on or before the date of termination and shall not entitle it to any refund of any fees, whether in whole or in part.

## **11. Term**

- (a) Except for first applications, all agreements shall be:
  - (i) of one calendar year duration starting from January 1st and ending in December 31st;
  - (ii) renewed subject to clause 11(c)(i) and 11(c)(ii).
- (b) First applications entered into between January and December shall:

- (i) have a duration equivalent to the number of months running up to December of the same year;
  - (ii) be renewed on the January of the following year.
- (c) Where an Associate member intends to not to renew the agreement it has with AFRINIC, it shall give written notice to the latter to that effect. The notice will be effective only if:
- (i) it is given at least 45 days before the expiry date of the agreement which is still in currency;
  - (ii) it is accompanied by the relevant fees;
- (d) In the event that:
- (i) no notice is received in terms of the conditions laid down at 11(c)(i) and 11(c)(ii) above and
  - (ii) 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 on the terms and conditions prevailing or which would prevail for that additional year.

## **12. Applicant's Warranty**

The Applicant hereby warrants that it has taken cognizance of each and every clause of the present agreement and unequivocally agrees to be bound by them in its capacity as an Associate Member as defined by AFRINIC's by laws.

**13. Acceptance**

Agreed:

Name of Company/Individual Applicant: .....

Name of Signing Official: .....

Title of Signing Official: .....

Phone Number of The Applicant: .....

Email of The Applicant: .....

Postal Address of The Applicant:

General address: .....

City: .....

Zip/Postal Code: .....

Country: .....

Date: .....

Signature and Company stamp/ individual:

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