

# AFRINIC

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## AFRICAN NETWORK INFORMATION CENTRE TRANSFER AGREEMENT

This TRANSFER AGREEMENT (the “Agreement”) is made by and between the African Network Information Centre Ltd. (“AFRINIC”), a not-for-profit organisation based in Mauritius

and

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 (“Transferor”)

and

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 (“Recipient”)

### 1. Definitions

- 1.1. “AFRINIC”, “Transferor”, and “Recipient” have the meanings given in the header above.
- 1.2. “Internet Number Resources” are Internet Protocol (IP) addresses (both IPv4 and IPv6), and Autonomous System Numbers (ASNs).
- 1.3. “AFRINIC Resource Member” has the meaning given in the Constitution or Bylaws of AFRINIC.

- 1.4. “Legacy Internet Number Resources” refers to any Internet Number Resources obtained prior to (or otherwise outside of) the current system of hierarchical distribution (by allocation or assignment) through the Regional Internet Registries (RIRs).
- 1.5. “Affected Resources” are those Internet Number Resources listed in Schedule A of this Transfer Agreement, which are the subject of the Requested Transfer.
- 1.6. “Requested Transfer” is the request described in clause 2.4 below and the associated transfer of the Affected Resources from Transferor to Recipient.

## **2. Agreement**

- 2.1. Transferor claims to be the current legitimate holder of the Affected Resources, either as an AFRINIC Resource Member, or as the holder of Legacy Internet Number Resources, as the case may be.
- 2.2. Transferor intends to transfer the Affected Resources to Recipient.
- 2.3. Recipient intends to receive the Affected Resources, as an AFRINIC Resource Member.
- 2.4. Both Transferor and Recipient request AFRINIC to give effect to the transfer of the Affected Resources from Transferor to Recipient (the “Requested Transfer”).
- 2.5. Transferor agrees to relinquish the Affected Resources to AFRINIC, in order to allow AFRINIC to allocate or assign the Affected Resources to Recipient.
- 2.6. In the event that AFRINIC’s fee schedule includes fees to be paid by the source of a transfer, Transferor agrees to pay all applicable fees relating to the Requested Transfer.
- 2.7. Recipient agrees to fulfil all the requirements for allocation or assignment of the Affected Resources, including requirements for becoming an AFRINIC Resource Member, making an application in compliance with relevant policies and procedures, and making payment of all applicable fees in compliance with AFRINIC’s fee schedule.
- 2.8. In the event that AFRINIC finds any reason why the Requested Transfer should not take place (including, without limitation, any defect in Transferor’s claim to the Affected Resources under clause 2.1, any defect in Transferor’s or Recipient’s compliance with relevant policies or procedures relating to the Requested Transfer, or any failure by either Transferor or Recipient to pay relevant fees on or before the due date), then AFRINIC shall deny the Requested Transfer and the Affected Resources shall revert to their previous status.
- 2.9. In the event that a defect in Transferor’s claim to the Affected Resources under clause 2.1 is established by AFRINIC after the Requested Transfer has been effected, then AFRINIC shall have the right to reverse the Requested Transfer and the Affected Resources shall revert to their previous status.
- 2.10. In the event that AFRINIC in good faith exercises its right under clause 2.8 or 2.9 to deny or to reverse the Requested Transfer, AFRINIC shall bear no liability to either Transferor or Recipient.

2.11. AFRINIC recognises that there might or might not be a separate agreement between Transferor and Recipient relating to the Requested Transfer. In no event shall AFRINIC bear any liability to either Transferor or Recipient arising from such separate agreement, if any.

### **Schedule A: Affected Resources**

Resource Type (e.g. IPv4)	Number Range or Prefix (e.g. 192.0.2.0/24)	Current Status (e.g. Legacy, PI, PA)

**Agreed by Transferor:**

Name of Organisation: \_\_\_\_\_

Organisation's AFRINIC org handle, if any: \_\_\_\_\_

Name of Signing Official and Title: \_\_\_\_\_

Date: \_\_\_\_\_

Signature: \_\_\_\_\_

**Agreed by Recipient:**

Name of Organisation: \_\_\_\_\_

Organisation's AFRINIC org handle, if any: \_\_\_\_\_

Name of Signing Official and Title: \_\_\_\_\_

Date: \_\_\_\_\_

Signature: \_\_\_\_\_

**Agreed by AFRINIC:**

Name of Signing Official and Title: \_\_\_\_\_

Date: \_\_\_\_\_

Signature: \_\_\_\_\_