

# INTERNATIONAL TELECOMMUNICATION UNION

*Telecommunication  
Standardization Bureau*



20 May 2002

Ref: COM 2-586/RH  
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Mr Axel Pawlik  
Managing Director  
RIPE NCC  
Singel 258  
1016 AB Amsterdam  
The Netherlands

Subject: **Cooperation ITU / RIPE NCC**

Dear Mr Pawlik,

Thank you for your letter of 29 April 2002 confirming your agreement with my letter of 8 April 2002.

At its 7-16 May 2002 meeting, Study Group 2 (SG2) requested some minor changes to section 7(b) of my letter of 8 April. Therefore, for the sake of good order, you will find a new version of our agreement below. I propose that this new agreement replace our previous agreement.

1. RIPE NCC commits to honour objections and approvals submitted by TSB. That is, ENUM delegations will not be implemented if there is an objection by TSB, and any approvals granted by TSB can be revoked at any time.
2. Should TSB fail to reply within 30 days to a request sent by RIPE NCC to TSB, then RIPE NCC will contact TSB to enquire regarding the reasons for the lack of response. RIPE NCC will make every effort to obtain a response from TSB within 60 days.
3. RIPE NCC will treat all applicants fairly.
4. RIPE NCC will not discriminate against any applicant or apply any exclusion criteria. Indeed, any such discrimination or exclusion would violate Dutch law, to which RIPE NCC is subject.
5. At the present time, there will be no charges to applicants for ENUM delegations. If the costs incurred by RIPE NCC prove to be much higher than foreseen, then, in the future, charges might be assessed on a cost-recovery basis. TSB, ITU-T members, and applicants would have access to the financial reports required in order to assess the fairness of any such charges.
6. Service levels are 24 hours per day, seven days per week, with sub-second response times, as for all Domain Name Services (DNS) provided by RIPE NCC. The Terms and Conditions that apply are at <http://www.ripe.net/ripe/docs/term-conditions.html> . Each

Registrant (national delegee for ENUM) can sign a service agreement, based on the standard form available at <http://www.ripe.net/ripe/docs/service-agreement.html> .

7. The following proceess will be used in case of disputes:
- a) Disputes between an ITU Member State and RIPE NCC with respect to ENUM delegations will be referred by the Member State to TSB, who will undertake to resolve the issue with RIPE NCC.
  - b) Disputes between a Registrant (national delegee for ENUM) and RIPE NCC may be resolved through direct negotiations; or in accordance with RIPE NCC's informal arbitration procedure (described at: <http://www.ripe.net/ripe/docs/arbitration.html> ); or in accordance with the provisions of a service agreement between the Registrant and RIPE NCC; or through any other appropriate means. Any such disputes can be reported to SG2 and/or IAB, who will then take such action as they consider appropriate. It is noted that to date RIPE NCC has never experienced a dispute and that its arbitration process has never been used.

I would appreciate your confirming by return letter that you accept this new agreement.

Thanking you in advance,

Yours sincerely,

Houlin Zhao  
Director, Telecommunication  
Standardization Bureau