



# Contract

between

The National Agency for IT and Learning in Denmark (STIL)  
Vester Voldgade 123  
København  
RIPE RegID [...]

(hereinafter the Offering Party)

and

[...]  
[...]  
[...]  
RIPE RegID [...]

(hereinafter the Receiving Party)

# Content

|       |  |   |
|-------|--|---|
| 1.    | DEFINITIONS.....   | 3 |
| 2.    | SUBJECT OF SALE .....                                      | 3 |
| 3.    | THE TRANSFER .....   | 3 |
| 3.1   | Payment.....   | 3 |
| 3.1.1 | Amount.....  | 3 |
| 3.1.2 | Terms of payment.....                                      | 4 |
| 3.2   | Documents required.....                                    | 4 |
| 3.3   | RIPE NCC’s approval and registration of the Transfer ..... | 5 |
| 3.3.1 | Submission of request to RIPE .....                        | 5 |
| 4.    | LIABILITY .....  | 5 |
| 4.1.1 | Exemption of liability.....                                | 5 |
| 4.1.2 | Absence of approval or registration by RIPE NCC.....       | 5 |
| 4.1.3 | After the Transfer .....                                   | 6 |
| 5.    | APPLICABLE LAW .....                                       | 6 |
| 6.    | DISPUTE RESOLUTION .....                                   | 6 |
| 7.    | NON-DISCLOUSE .....  | 6 |
| 8.    | REVOCAION .....  | 6 |
| 9.    | SIGNATURES .....   | 7 |

## **1. DEFINITIONS**

### Right

'Right' refers to the right of a resource holder to a specific block of IPv4 addresses under the government of RIPE NCC.

### RIPE NCC

The Regional Internet Registry for Europe, the Middle East and parts of Central Asia.

### Transfer

'Transfer' of the Right will be executed when the Receiving Party has been registered as a resource holder to the IPv4 addresses under this contract, by RIPE NCC.

## **2. SUBJECT OF SALE**

The Receiving Party purchases the Right of the Offering Party as a resource holder to this block of IPv4 addresses: [the specific block of purchased IPv4 addresses]. This Right is subject to RIPE NCC's rules, policies and terms in force at any time, including, but not limited to any restrictions of use, restrictions on resale and any obligations to make assignments.

The Right is Transferred to the Receiving Party, when a) the Receiving Party complies with the terms specified in section 3.1 and 3.2 and b) RIPE NCC has approved the Transfer and completed the registration of the IPv4 addresses to the Receiving Party, ctr. section 3.3.

## **3. THE TRANSFER**

The following terms, and the conditions set out in the terms of sale, are a precondition for the Transfer of the Right to the Receiving Party:

- The Receiving Party's timely payment in accordance with section 3.1
- The Receiving Party's timely signing and return of the documents required in accordance with section 3.2
- RIPE NCC's approval of the Transfer cf. section 3.3

### **3.1 Payment**

#### ***3.1.1 Amount***

The Receiving Party is required to pay [the amount bid at the auction] excluded VAT.

In addition the Receiving Party is required to pay a transaction fee of €300 excluded VAT.

All prices are inclusive of customs duties and other taxes apart from VAT.

### **3.1.2 Terms of payment**

When the Receiving Party receives a signed copy of this Contract and the transfer agreement, cf. section 3.2, the Receiving Party must return the signed documents and pay the amount set in section 3.1.1.

Final and irrevocable payment must be received by the Offering Party no later than [date].

The payment shall be made to;

Danske Bank A/S  
Holmens Kanal 2  
1090 Copenhagen K  
Registration number: 0216  
Account: 4069026265  
IBAN: DK8002164069026265  
Swift: DABADKKK  
Reference: The Receiving Party's RIPE RegID

### **3.2 Documents required**

The Receiving Party is required to sign and forward the following documents to the Offering Party:

- A signed copy (by authorized persons) of this sales agreement
- A signed copy (by authorized persons) of the transfer agreement
- Recent registration papers, issued by the relevant national authorities, no later than 2 years ago. If the registration papers are older than 2 years they need to be accompanied by a valid certificate of good standing.

The documents must be received by the Offering Party no later than [date].

### **3.3 RIPE NCC's approval and registration of the Transfer**

RIPE NCC's requirements for approval and registration of this Transfer of the Right appear, non-exhaustive and currently, in RIPE NCC document 654 of September 2015, and RIPE NCC document of 649 of July 2015.

In the event that RIPE NCC does not approve or complete the registration of this Transfer, this agreement will be revoked.

#### ***3.3.1 Submission of request to RIPE***

When having received payment as stated in section 3.1 and the documents stated in section 3.2, the Offering Party will request RIPE NCC to approve the Transfer of the Right to the Receiving Party in accordance with RIPE NCC requirements.

In order to submit such a request, the Receiving Party must thus ensure that the Receiving Party has no outstanding invoices or financial obligation to RIPE NCC

The Offering Party ensures that the Receiving Party receives a copy of the request immediately after submitting the request to RIPE NCC.

## **4. LIABILITY**

#### ***4.1.1 Exemption of liability***

The Offering Party shall not be liable to the Receiving Party for any losses arising from this agreement, including losses arising from consequential damages or pre-contractual damages.

The exemption clause however, does not apply in case of the Offering Party's defective title or in case of Offering Party Fraud, willful breach or gross negligence.

#### ***4.1.2 Absence of approval or registration by RIPE NCC***

Neither of the parties will be liable to the other due to the revocation of this agreement on grounds of absence of approval or registration by RIPE NCC cf. section 3.3.

In case of revocation of this agreement for this reason, the Offering Party will refund the payment from the Receiving Party payment plus statutory interest. Statutory

interest accrues from the date the Offering Party receives payment until the date of refund.

#### **4.1.3 After the Transfer**

After the Right is Transferred to the Receiving Party, the Offering Party has no further obligations toward the Receiving Party. All matters in relation to the use and administration of the Right and related issues, including any dispute concerning liability or loss, must be solved between the Receiving Party and RIPE NCC, and are no concern of the Offering Party.

### **5. APPLICABLE LAW**

This Sales Agreement and the process regarding the sealed bid auction are governed and will be construed in accordance with Danish law.

### **6. DISPUTE RESOLUTION**

Any dispute arising out of or in connection with this sales agreement, including any disputes regarding the existence, validity or termination thereof, shall be settled by arbitration administrated by The Danish Institute of Arbitration in accordance with the rules of arbitration procedure adopted by The Danish Institute of Arbitration and in force at the time when such proceedings are commenced.

The arbitral tribunal shall be composed of three arbitrators.

The place of arbitration shall be Copenhagen.

The language to be used in the arbitral proceedings shall be English.

### **7. NON-DISCLOUSE**

Due to the Offering Party position in future sales, the Receiving Party is obliged to keep the price payed according to this sales agreement, confidential. This non-disclosure clause ceases to exist if the Offering Party makes information in regard to the price payed public.

### **8. REVOCATION**

Revocation of this agreement contemplates lack of compliance with the preconditions for the Transfer of the Right set in section 3.

Revocation is the sole remedy under this agreement.

**9. SIGNATURES**

Place:

Place:

Date:

Date:

For the Offering Party:

For the Receiving Party: