

Standard IRINN Affiliation Agreement

General details

Affiliate's details

Name of organization: _____

Address for notices and legal correspondence:

a) Postal address:

b) Email address:

Following details to be inserted by IRINN

Account name (as assigned by IRINN):

Affiliation date: _____

Renewal dates: _____

Recitals

A. IRINN is a division of The National Internet Exchange of India (hereinafter NIXI), which is a not for profit Company, incorporated under section 25 of the Companies Act, 1956.

B. IRINN is committed to acting in accordance with the interests and wishes of its affiliation in pursuing the following objectives:

- * To support IRINN affiliates in fulfilling their responsibilities as customers and end-users of Internet resources;
- * To promote the representation of the IRINN Affiliation and the Internet community India by ensuring open and transparent communications and consensus-driven decision-making processes;
- * To promote responsible management of Internet resources throughout India as well as the responsible development and operation of Internet infrastructures;
- * To promote and advance technical policy development in relation to IRINN services, and to Internet resource management in general;
- * To provide high-quality Internet resource management services to IRINN affiliates, namely resource allocation services, registration and database services, and affiliation administration and support services;
- * To assist Internet development activities in India relating to the above objectives.

C. In view of above, IRINN accepts the Affiliate as an affiliate of the IRINN, and the Affiliate agrees to pay all relevant Affiliation Fees, IRINN and the Affiliate agree that the following terms will govern their relationship.

1 Term

1.1 Commencement & term

This agreement commences upon the affiliation date and is effective for one year from the affiliation date.

1.2 Renewals

- (a) The Affiliate may renew its affiliation by paying the IRINN the renewal fee by the due date. By renewing its affiliation, the Affiliate will be deemed to have agreed to the terms of the Standard IRINN Affiliation Agreement as it exists at the time of renewal.
- (b) If the Affiliate fails to renew its Affiliation within 30 days of the due date, then the IRINN may, by written notice to the Affiliate, revoke all of the Affiliate's rights under the IRINN Policy.

1.3 Termination upon insolvency event

If there is an insolvency event then the IRINN may by written notice immediately revoke all of the Affiliate's rights under the IRINN Policy and terminate this Affiliation Agreement.

2 Obligations

2.1 The IRINN's obligations

The IRINN must:

- (a) IRINN shall keep confidential all the information submitted by the applicants, and not release any information to outsiders without permission from the applicants. However IRINN will disclose public information of applicants in WHOIS database and share other documents to APNIC and Law enforcement authorities wherever required.
- (b) IRINN shall respond to applicants' submissions within 3 working days by email from the date of submissions.
- (c) IRINN may consider and accept reasonable opinions and suggestions from the applicants for improvements in IRINN policy document

2.2 Affiliate's obligations

The Affiliate must:

- (a) Promptly pay all fees and charges due to the IRINN in accordance with the Fee Schedule;
- (b) Not provide any information to the IRINN which is false or misleading;

- (b) Inform the IRINN as soon as possible of any changes in material information which the Affiliate has previously supplied to the IRINN;
- (c) Comply with this agreement and all IRINN Policy and amendments thereof.

2.3 Liability and indemnity

The Affiliate and the IRINN acknowledge that the following clauses 2.3(a) and 2.3(b) are essential in order to protect the affiliation as a whole and the IRINN's ability to pursue the aims expressed in Recital B.

- (a) To the extent permitted by law, the IRINN excludes all liability to the Affiliate arising out of or in connection with this agreement, the IRINN or delegated resources. This exclusion applies, without limitation, to all liability in contract or tort for actions or omissions of the IRINN and their employees, and consultants, but does not apply to liability arising directly from:
 - (1) Personal injury, including sickness and death;
 - (2) Loss of, or damage to, tangible property (including both the property of the Affiliate and third party property);
 - (3) A breach of confidentiality or privacy to the extent caused or contributed to by any act or omission of the IRINN and their employees and consultants,
- (b) The Affiliate indemnifies the IRINN, NIXI and their employees & members against the full amount of all expenses, losses, damages, and costs that the IRINN may incur as a result, whether directly or indirectly, of any breach of this agreement or any IRINN Policy by the Affiliate, its employees,

For clarity, this clause 2.3 survives the termination of this agreement.

3 Notices, responses, and appeals

3.1 Notice

- (a) If the IRINN reasonably believes that the Affiliate has breached this agreement or IRINN Policy then the IRINN must send a written notice ("Notice") to the Affiliate.

(b) The Notice must:

- (1) Describe the nature of the breach that the IRINN believes has occurred, and the course of action necessary to remedy the breach;
- (2) Specify a reasonable period for the Affiliate to provide a response to the breach notice within the terms of clause 3.2, or to take the action necessary to remedy the breach; and
- (3) Advise the IRINN of the IRINN's intended action if the breach is not remedied.

3.2 Response to Notice

The Affiliate must, by the time specified in clause 3.1(b)(2) send the IRINN a response to the Notice detailing that either:

- (a) The Affiliate has not committed the breach; or
- (b) The Affiliate has remedied the breach in accordance with clause 3.1(b)(1); or
- (c) Exceptional circumstances exist which justify the IRINN retracting or revising the Notice.

3.3 Subsequent actions

If the period specified in clause 3.1(b)(2) expires and, taking full account of any responses received under clause 3.2, the IRINN reasonably believes that the breach has not been remedied then the IRINN may, in its discretion, either send the Affiliate:

- (a) A subsequent Notice as described in section 3.1(b); or
- (b) A written notice immediately revoking some or all of the Affiliate's rights under the IRINN Policy (including, without limitation, delegated resources); and/or immediately terminating this Affiliation Agreement.

3.4 Appeal to NIR committee of NIXI if the Affiliate believes that the IRINN has failed to adequately consider all relevant circumstances or has acted unreasonably in sending a revocation notice under clause 3.3(b), then the Affiliate may appeal to the NIR committee of NIXI, which must consider the appeal within 30 days from the date of receipt of such notice. If the NIR committee decides that the Affiliate's appeal is justified then the IRINN will withdraw the revocation notice.

3.5 Acknowledgment by Affiliate

The Affiliate acknowledges that:

- (a) If the Affiliate receives a notice under clauses 1.2(b) or 3.3(b) then the Affiliate must immediately cease using the delegated resources specified in the notice; and
- (b) If the Affiliate fails to comply with clause 3.5(a), then IRINN may at its discretion terminate this Agreement.

4 General

4.1 IRINN Policy

The Affiliate agrees that:

- (a) The IRINN Policy may be amended from time to time;
- (b) Any such amendments are binding upon the Affiliate;
- (c) IRINN Policy and amendments thereof shall form an integral part of and apply fully to this agreement; and
- (d) If the affiliation is either terminated or not renewed, the Affiliate shall continue to be bound by the provisions of this agreement and IRINN Policy to the extent that the provisions relate to the use of resources or disputes arising from this agreement or IRINN Policy.

4.2 Governing law

- (a) This agreement is governed by and interpreted in accordance with the laws of India, excluding rules of private international that lead to the application of the laws of any other jurisdiction.
- (b) In case of any dispute, the dispute shall be referred to Arbitration, the seat of Arbitrator shall be at Delhi.

4.3 To the extent not excluded by law

The rights, duties and remedies granted or imposed under the provisions of this agreement operate to the extent not excluded by law.

4.4 Order of precedence

To the extent of any inconsistency, the terms and conditions contained within this agreement will prevail over any other Affiliation Agreement executed between the parties.

Executed as an agreement:

Signed for
[insert company name of Affiliate]

by its authorized representative:

in the presence of:

Signature of authorized representative

Signature of Witness

Full name of authorized representative

Full name of Witness

Official company title of authorized representative

Signed for
IRINN a Division of NIXI

by its authorized representative:

in the presence of:

Signature of authorized representative

Signature of Witness

Full name of authorized representative

Full name of Witness

Official company title of authorized representative