



RSA / LRSA Update

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Situation

- ARIN could improve its service to the community by updating the Registration Services Agreement (RSA) and Legacy Registrations Services Agreements (LRSA) –
 - Addressing an implied IPv6 disincentive
 - Providing for uniform service terms and conditions (other than fees) for all ARIN customers
 - Addressing concerns about balance in the agreement
 - Elaborating ARIN's services that are covered in the agreement
- Several of these items have been discussed by the Board in the past
- Regardless of the worthwhile nature of updating the RSA and LRSA, it should be recognized that it will never be possible to create an agreement which satisfies all present and future parties seeking registration services from ARIN...

Situation (cont.)

- By design, ARIN's present RSA (version 11.0) and present LRSA (version 3.0) are nearly identical in terms and conditions
 - The most significant differences in numbers are regarding terminology: "Holder" vs "Legacy Holder, "Agreement" vs "Legacy Agreement"
 - Past differences about reclamation already harmonized
 - The most recent LRSA differs with respect to the fees, as it has "Legacy Maintenance Fee" section –
 - *Legacy Maintenance Fee cannot exceed the maintenance fee charged to comparable non-Holders for the maintenance service as set forth in ARIN's Standard Fee Schedule*
 - *ARIN must set these fees in an open and transparent manner through the ARIN community consultation process.*
 - (Note that some earlier LRSA versions set the fee at \$100 at 2013, and not to increase more than \$25/year)
 - Producing a single RSA/LRSA (which is the same except for fee schedule) is a relatively straightforward process

Status

- Draft integrated “RSA 12.0 / LRSA 4.0” has been prepared
- Significant changes -
 - “Included Number Resources” – those ... *issued or to be issued to Holder by ARIN, and any other number resources issued to Holder or its predecessor in interest prior to ARIN’s inception on December 22, 1997 and specifically identified by Holder as subject to this Agreement;*
 - ARIN will set fees in an *open and transparent manner through the ARIN community consultation process.*
 - Holder now agrees that *the Included Number Resources are not property, as opposed to “number resources” in general not being property. A legacy address holder who wishes to obtain IPv6 prefix no longer has to agree other than with respect to the IPv6 resources being requested.*

Status (cont.)

- Additional Changes
 - Representations and Warranty now reciprocal, rather than being solely resource holder to ARIN (i.e. each party has full power and authority perform its obligations under this Agreement; does not have conflict with other agreements, will comply with Agreement and applicable law, and the Agreement is a legal, valid, binding, and an executory obligation of the parties which is enforceable)
 - Exclusion of Liability and Limitations of Liability made similarly reciprocal
 - Removes the Waiver and Release of all claims against ARIN clause
 - Reduces conditions under which ARIN may terminate agreement for cause

Next Steps

- Board discussion and approval of direction
- Final proofing and preparation of community consultation
- Issue community consultation with 30 day comment period
- Plan to have new ARIN Services Agreement released prior to April ARIN Member meeting.

Discussion?