

DRAFT CONTRACT FOR VALIDATION AGENCIES

This document is being released for consultation and UK ENUM Consortium Limited (UKEC) welcome comments. It must be stressed that the document is the result of discussions taken place in the past by the UK ENUM Trial Group, the Interim Directors of UKEC and other research.

UKEC believes in self-regulation and promotes the idea of a Code of Practice forming the basis of this contract. As such this document could be classed as a 'Code of Practice' document that will need to be packaged up as a contract after the consultation period and any changes are implemented.

Author: UK ENUM Consortium Limited

The Code of Practice

ENUM Validation Agencies (VA) shall agree to abide by the following Code of Practice for ENUM and ENUM related services in the UK.

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Preamble

The Validation Agency (VA) is ultimately responsible for the validation of the the number or set of numbers belonging to the aspiring ENUM Registrant. A VA may choose to validate: only DQ (Directory enquires) numbers; certain Electronic Communication Service Provider (ECSP) numbers, i.e. numbers of ECSPs to which they are affiliated, or any one of any number of combinations. In the situation where a VA is using an ECSP as the prime data source for Validation then they will function as an interface between the Registrar and the ECSP.

(a) This Code of Practice (Code) shall govern the conduct of ENUM VAs (as defined below) for 4.4.e.164.arpa. The application of the Code shall be uniform and obligatory to all without modification or exception. A VA may not, by contract or otherwise, attempt to evade the application of the Code.

(b) The UKEC (as defined below), or such of its officers as it may nominate, shall administer the Code, and where enforcement or other action is required, this will be accomplished via the UK Tier 1 Registry Operator for ENUM (as defined below).

(c) The administration of the Code shall be reactive only - the UKEC will not actively monitor VA activities for breaches of the Code.

(d) From time to time UKEC may issue policy statements regarding matters relating to the regulation of ENUM in the UK. After due and proper consultation with Industry Participants, such policy statements may be adopted as best practice statements by UKEC (UKEC Statements of Best Practice). Such Practice Statements shall be incorporated into the Appendix of this Code and shall thereby be binding on VAs.

(e) VAs agree that, as a VA, they must abide by the Code and support agreed UKEC Practice Statements.

(f) VAs recognise that compliance with the Code does not necessarily guarantee that they are acting within the law. Any reference in the Code to lawfulness or unlawfulness relates solely to UK law.

Author: UK ENUM Consortium Limited

Statement of Policy

UKEC encourages the emergence of ENUM as an enabling technology, which may give the End User Registrants (as defined below) choice on how they manage electronic communications.

1. Interpretation

1.1 Unless otherwise stated, capitalised terms in this document shall have the following meanings:

Articles

Articles of Association of UKEC

UKEC

United Kingdom ENUM Consortium Limited (a Company limited by Guarantee and numbered 5959274)

Registrant

End User Client of a VA with one or more .4.4.e.164 delegation(s)

Complaints Procedure

The complaints procedure set out in Clause 7 below

Hacking

Denial of service attacks and all other forms of unauthorised access to computer or communications equipment including, without limitation, all offences under the Computer Misuse Act

Validation Agency

An organisation undertaking to identify the validity of an aspiring ENUM Registrants entitlement to register a e.164 telephone number or numbers into the UK ENUM Registry.

Industry Participants

Any other individual, companies, electronic communication service provider, or other organisation who directly or indirectly utilise the ENUM entries of Registrants or the ENUM Database as a whole.

Promotional Material

Material promoting any Services

Secretariat

UKEC Secretariat

Services

Services provided by any VA

Terms and Conditions

Any VA standard terms and conditions governing the provision of Services to End Users

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Third Party Content

Material accessible via a VA Service, which originates from and/or is owned by one or more third parties (including, for the avoidance of doubt, that VA's Registrants)

Tel URI

Telephony Unique Resource Identifier

NAPTR

Naming Authority Pointer record.

Application Services

Any ENUM aware software or hardware based application

Higher Charge Calls

Any communication that will result in costs greater than the originator should reasonably expect. By way of example, an ENUM lookup that returns a call option whose dialling code is different to the dialling code of the ENUM, and where this call is not free may be considered a Higher Charge Call in the context of this document.

- 1.2 In this document, any reference to an enactment or statutory provision is a reference to it as it may be amended or re-enacted, and any reference to a Code is a reference to it as it may be amended or reissued.

2. General Requirements

2.1 VAs must use reasonable efforts to communicate the existence of this Code of Practice within the VA Company and notify End Use Customers of its existence.

2.2 Legality

VAs shall use their reasonable endeavours to ensure the following:

2.2.1 that ENUM aware applications or services (excluding Third Party Content) and Promotional Material do not contain anything which is in breach of UK law, nor omit anything which UK law requires.

2.2.2 that ENUM aware applications or Services (excluding Third Party Content) and Promotional Material do not encourage anything which is in any way unlawful.

2.3 Decency

That ENUM aware applications and services (excluding Third Party Content) and Promotional Material are not used to promote or facilitate practices, which are contrary to UK law.

2.4 Honesty

VAs shall use their reasonable endeavours to ensure Services (excluding Third Party Content) and Promotional Material are not of a kind that are likely to mislead by inaccuracy, ambiguity, exaggeration, omission or otherwise.

2.5 Fair Trading

2.5.1 Each VA in its dealings with Registrars and other industry participants must act fairly and reasonably at all times.

2.5.2 VAs must, if they are the recipient of a complaint or other wise upon request, use reasonable means to bring to the attention of the complainant, the existence of the Code and must notify the complainant of the Complaints Procedure.

3 Promotion and Pricing Information

3.1 VAs must ensure that charges for ENUM Validation (and if required, Authentication), and any subsequent Validation and / or associated Services are clearly stated in relevant Promotional Material. VAs must make clear whether any such charges quoted are inclusive or exclusive of VAT. If any additional charges are payable this should also be stated.

3.2 VAs must ensure that any Promotional Material and Marketing or PR that mentions UK ENUM must be ratified by UKEC prior to public release.

4 Data Protection and Privacy

4.1 VAs shall comply with UK legislation relating to data protection.

4.2 Where Services involve the collection of personal information, such as names and addresses, from end user Registrants, VAs must use such information only for the purpose intended as part of Validation (and where necessary, Authentication) Process

5 Implementation

- 5.1 VAs must develop a process acceptable to UKEC for Registrars to use to interface with them in a secure and trusted manner.
- 5.2 VAs must co-operate with the Registry and Registrars and each other in investigating and preventing instances of Abusive Registrations or Hacking.
- 5.3 If VAs operate in conjunction with resellers then VAs are responsible for ensuring that any such reseller is fully complainant with this Code of any VA reseller.

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6 Complaints Procedure

6.1 VAs shall notify UKEC of a single point of Contact authorised to deal with UKEC complaints. The Contact shall be familiar with the UKEC Complaints procedure.

6.2 VAs shall fully cooperate with UKEC during any complaints procedure.

7 Sanctions

- 7.1 Where UKEC decides that a VA has breached the Code, UKEC acting via the Tier1 Registry may, having taken all relevant circumstances into account:
- (a) require the VA to remedy the breach; and/or
 - (b) require an assurance from the VA, or any associated individual, relating to future behaviour, in terms dictated by the UKEC; and/or
 - (c) If the VA is a member of UKEC, then
 - i. suspend the VA from UKEC without any reimbursement of fees in whole or in part; and/or
 - ii. convene an Extraordinary General Meeting of UKEC for the purpose of considering an extraordinary resolution for the expulsion of the VA, in accordance with Article [Cross Reference] of the Articles; and/or
 - iii. consider a resolution to instruct the Tier 1 Registry to suspend, revoke or terminate all or part of a VA's ability to interact with the Tier 1 Registry.
 - iv. consider a resolution to instruct the Tier 1 Registry to reassign any or all ENUM Registrations Registered or maintained by the VA to another VA, in consultation with Registrants as to the best alternative.
 - v. disqualify the VA from future participation
 - (d) If the VA is not a member of UKEC, then
 - i. consider a resolution to instruct the Tier 1 Registry to suspend, revoke or terminate all or part of a VA's ability to interact with the Tier 1 Registry.
 - ii. consider a resolution to instruct the Tier 1 Registry to reassign any or all ENUM Registrations Registered or maintained by the VA
 - iii. disqualify the VA from future participation
- 7.2 Separately or in addition to any of the other remedies require the VA to pay compensation for actual losses incurred by third parties caused by the breach. If the VA and the third party are unable to agree the amount of compensation, either of them may refer the matter to UKEC. The amount of any compensation will then be decided by UKEC after consultation with both parties involved. The decision of UKEC shall be binding on them both.
- 7.3 Specific details of any Complaint to which the UKEC Complaints procedure has been applied, shall be kept confidential by UKEC and the relevant VA and UKEC shall impose obligation as to confidence on all Complainants as a pre-condition of UKEC initiating the UKEC Complaints Procedure. The Anonymous publication of general nature of complaints will be at the discretion of UKEC, should publication raise awareness of some issue any thereby assist in reducing the likelihood of such complaints re-occurring.

8 Changes to the Code

8.1 UKEC may publish a policy statement as a Proposed UKEC Practice Statement. Such a statement must be published at least in the same manner as a notice of a General Meeting.

8.2 No less than 90 days and not more than 180 days after a Proposed UKEC Practice Statement has been published the UKEC may declare it has been approved. If approved, the statement is adopted as an UKEC Practice Statement and forms part of the Code. UKEC need not make such a declaration, and may not automatically do so if five (5) VAs have objected in writing.

8.3 Any UKEC Practice Statement may be removed from the Code by a resolution passed by simple majority at a General Meeting.

8.4 Any other change to the Code shall be made by formal resolution at a General Meeting of UKEC, with the resolution requiring two-thirds majority of those voting (which, for the avoidance of doubt, excludes abstentions).

