



Whois access for investigative agencies

SIDN's [Whois](#) service enables anyone who is interested to obtain certain information about a registered [.nl domain name](#), such as the name of the [registrant](#). Information about how the Whois works is available [here](#).

With effect from 12 January 2010, SIDN has reduced the amount of information that the public Whois gives about each domain name. The background to the change is explained [here](#). The main difference is that the following contact details are no longer available:

- The registrant's address
- The name and phone number of the administrative contact person for the domain name
- The name and phone number of the technical contact person for the domain name

Investigative and enforcement authorities

The changes make it difficult for investigative and enforcement authorities to operate in their usual way. Such authorities have the statutory power to require SIDN to provide all the information it has concerning a domain name.

To avoid the need to process information requests individually, SIDN supports automated Whois access for investigative and enforcement authorities. Such authorities have the opportunity to enter into an agreement with SIDN, under which they can obtain both the Whois information that is available to the public and the information referred to above, which the public cannot see. The agreement stipulates that this special access can be used only in cases where the authority has the power to require SIDN to provide the data in question.

A copy of the standard agreement on access for investigative and enforcement authorities is available [here](#).

SIDN currently has access agreements with the following investigative and enforcement authorities:

- [Autoriteit Financiële Markten](#) (*the Dutch independent supervisory authority for the savings, lending, investment and insurance markets*)
- [Consumentenautoriteit](#) (*The Dutch Consumer Authority promotes fair trade between businesses and consumers*)
- [\(New\) Food and Consumer Product Safety Authority](#)
- [The city of Apeldoorn](#)
- [The city of Helmond](#)
- [GOVCERT.NL](#)
- [OPTA](#) (*Independent Post and Telecommunications Authority*)

- [Radiocommunications Agency](#)
- [The Dutch Healthcare Authority](#)
- [The Dutch Tax Authority](#)

This page was last modified on March 4, 2011





Agreement regarding use of the Non-public Whois

The undersigned,

Stichting Internet Domeinregistratie Nederland
Meander 501
6825 MD Arnhem
The Netherlands

represented by its Chief Executive Officer Roelof Meijer, referred to below as 'SIDN', and

company name

address 1

address 2

country

represented by

referred to below as the 'User',

each also referred to below as a 'Party' and both also jointly referred to below as the 'Parties'.

Whereas:

- SIDN is the registry for the .nl zone and, in that capacity, provides the public with conditional access to certain data concerning specified .nl domain names (via the so-called 'Whois' service).
- In line with its privacy policy, in 2010 SIDN restricted access to the Whois and reduced the amount of information made available, so that, for example, registrants' addresses and other contact details are no longer visible to the general public.
- In the context of its statutory investigatory and/or supervisory role, the User regularly needs to look up information regarding domain names and has the statutory authority to require SIDN to disclose registrants' addresses and other contact details.
- The User wishes to have access to the Non-public Whois from which registrants' addresses and other contact details are available and wishes to be able to submit more than fifteen Whois queries per IP address per day (i.e. the maximum ordinarily allowed).
- SIDN is willing to allow the User access to the Non-public Whois, subject to the conditions set out in this agreement.

The Parties hereby agree to the following:

1. SIDN shall grant the User access to the Non-public Whois. The number of queries that the User may submit shall be limited to per day. Such access shall be enabled as soon as possible following the closure of this agreement.

Visiting address
Meander 501
6825 MD Arnhem
The Netherlands

PO Box 5022
6802 EA Arnhem
The Netherlands
t. +31 26 352 55 55
f. +31 26 352 55 50
support@sidn.nl
www.sidn.nl

Arnhem Chamber of
Commerce 41 21 57 24
Vat no. NL8048 02 671 B01
ABN AMRO 60.18.67.165

Swift code ABNANL2A
IBAN code
NL25ABNA0601867165

2. The User shall use the Non-public Whois and the data obtained from it (the 'Data') only in the context of its statutory duties, within the scope of its authority and insofar as the law permits. The User shall ensure that only suitably authorised personnel utilise the access granted to the Non-public Whois and shall further ensure that the access and the Data obtained by virtue of that access are used within the parameters referred to above.
3. The Parties recognise that some of the data obtained from the Whois may be personal data in the sense of the Personal Data Protection Act. The User shall process any such data only in accordance with the provisions of the said Act; in this context making data available to a third party shall be deemed a form of processing.
4. The User is aware that SIDN will automatically record the number of queries submitted by the User. SIDN will not however, record what Data the User obtains. SIDN shall ensure that the query traffic records can be accessed only by a small number of personnel and shall endeavour to ensure that those records are not disclosed to any third party. However, SIDN shall not be liable for any damages that the User or a third party may suffer as a result of query traffic records nevertheless becoming known to a third party.
5. Unless and until there is a change of policy, SIDN shall not make any charge for access to or use of the Non-public Whois. However, the User shall indemnify SIDN against any damages that SIDN might suffer as a consequence of the implementation of this agreement, including the accessibility of the Data within the User's organisation.
6. SIDN makes no guarantee concerning either the availability of the service or the accuracy of the Data. Except in cases of malice or gross negligence, SIDN shall not be liable for damages of any kind that the User might suffer as a result of the implementation of this agreement.
7. This agreement shall remain effective for an indefinite term. Either Party may cancel this agreement, at any time and with immediate effect, by informing the other Party in writing; the cancelling party shall not be required to justify the cancellation. SIDN shall also be entitled to modify the Non-public Whois service at any time, without consulting the User or coordinating the modifications with the User.
8. SIDN may, by publishing this agreement on its website and/or by other means, make it publicly known that the User has been granted access to the Non-public Whois.
9. Each Party shall nominate an administrative contact person and a technical contact person to facilitate the implementation of this agreement; the contact details of the persons in question are given in Appendix 1.
10. This agreement is governed exclusively by Dutch law. In the event of a dispute, the Parties shall first explore the possibility of resolving their differences through mediation. If either Party should believe that no solution to the dispute can be secured through mediation, or that a prompt settlement is required, the Party in question may refer the matter to the competent Court of Law in Arnhem, the Netherlands.



signed for SIDN
date

name

Roelof Meijer

position

Chief Executive Officer

signature

place

signed for User
date

name

position

signature

place

Appendix to the form 'Agreement regarding use of the Non-public Whois'

admin-c SIDN

name Maarten Simon
telephone +31 26 352 55 34
e-mail address maarten.simon@sidn.nl

admin-c User

name
telephone
e-mail address

tech-c SIDN

name Jan van Pijkeren
telephone +31 26 352 55 55
e-mail address support@sidn.nl

tech-c User

name
telephone
e-mail address

IP addresses