

Resolution Text

After section 4.7 of the LINX Memorandum of Understanding, the following new paragraph be added:

“4.8 LINX shall be deemed to consent to your appointment of an individual where this MoU requires you to appoint an individual or name a contact. If LINX gives you written notice withdrawing that consent, you shall appoint a different individual or name an alternate contact in their place”.

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...cont.

Explanatory notes to Resolution

What does this amendment do?

It clarifies that LINX has the right to decline to interact with a particular individual.

Why is LINX bringing this forward?

To provide legal clarity. Our lawyers advised it was best not to have any ambiguity on this point, so that an abusive individual could not claim they had a legal right to impose themselves on LINX staff.

What is the background context that caused LINX to address this issue?

During routine review of the training and support we give our member-facing staff in handling enquiries from members and prospects, we encountered the question "What would we do if a member's representative were threatening, intimidating or racially or sexually abusive towards a member of our staff?". Obviously, this is an extreme scenario, but we have a responsibility to be prepared to react appropriately should it arise.

For any normal scenarios where conflict arises between a member's representative and a member of staff, we have a variety of approaches and informal interventions we can take. But in the extreme scenario, or if all else fails, our approach would have to be to inform the member that we could not work with the individual concerned.

As the MoU requires our members to appoint individuals to represent them, we checked with our legal advisors that this didn't create a legal impediment to our refusing to work with someone who created an unacceptably hostile environment for our staff. The advice we received was that it would be preferable to avoid any possibility of doubt, by making our right to refuse to work with someone explicit in the MoU.

Is this a new policy?

No. We have never had to tell a member we simply cannot work with a particular individual, and we hope we never to have to do so in future. But protection of our staff must be our first priority, so we should be clear that we would use this option if necessary to protect staff wellbeing.

To ensure this right is only exercised in extreme circumstances, LINX will only use it with the CEO's personal approval.

...cont.

If LINX were to apply this to someone who works for my organisation, what would we have to do as an organisation?

If LINX notifies you that it will no longer work with a particular individual, you will need to review the functions that individual performs that interact directly with LINX, and appoint someone else to take on those responsibilities. This could include appointing a new Guardian or voting representative (if that person is the Guardian or voting representative), naming someone new to join LINX mailing lists, and/or choosing someone else to place orders with LINX and raise support tickets.

Is there a side-by-side comparison of the new text against text in the MoU that has been changed?

No text in the existing MoU is changed by this resolution: the paragraph is entirely additional text.