

Arbitration case #23

Date: January 2022

Summary

The case involved a dispute between the UMOS LLC (the 'Member') and the Réseaux IP Européens Network Coordination Centre (the 'RIPE NCC') where the Member disagreed with the RIPE NCC's termination of their Standard Service Agreement due to the submission of allegedly fraudulent documents.

Details of the case

The registered contact person of the Member requested the RIPE NCC to transfer two IPv4 allocations to a different RIPE NCC member. To proceed with this request, the RIPE NCC requested that the authorized representative of the Member make an additional statement confirming the transfer and to notarise it ('Notarised Statement').

The Member provided several documents to the RIPE NCC, including proof of the Member's authorised representative's identity and the Notarised Statement. The RIPE NCC contacted the notary to confirm the Notarised Statement and was told that the notary had no contact with the Member and had not performed any notarial acts for them.

The RIPE NCC notified the Member that they believed the Notarised Statement was falsely presented. The Member responded to the RIPE NCC by suggesting that the notary committed an error. The RIPE NCC contacted the notary again, but the notary denied issuing the Notarised Statement and stated that they only certified the translation of the transfer agreement for two IPv4 allocations and that they only had contact with the translator.

The Member resubmitted identity documents and an updated Notarised Statement, issued by a different notary. The RIPE NCC contacted the Member to notify them that their Standard Service Agreement has been terminated due to the provision of falsified or misleading data. The Member responded by expressing their disagreement and initiated the arbitration process.

After the initiation of the arbitration procedure, the RIPE NCC and the arbiter were informed of a change of management in the Member's company, and their subsequent withdrawal of the resource transfer request.

Arbitration ruling

In their decision, the arbiter noted that it was very difficult to confirm whether the Notarised Statement was in fact fraudulent or not. The arbiter also noted that the RIPE NCC's contact with the notary to verify the Notarised Statement was consistent with its established procedure ([Due Diligence for the Quality of the RIPE NCC Registration Data](#)) and justified.

The reasons why the RIPE NCC decided to ignore the identity documents resubmitted by the Member were unclear to the arbiter. The arbiter also noted that it seemed reasonable to assume that the issues with the Notarised Statement were resolved by the Member's change in management, and their subsequent co-operation.

After evaluating the information and documentation provided by both parties, the arbiter concluded that the RIPE NCC should reinstate the Standard Service Agreement for the Member, but only under certain conditions. This assumes that any fraud or other failings were caused by the former employees, not by the Member itself.

The conditions were:

- It should be formally verified that the Member's employees who were responsible for the false submission of the Notarised Statement are no longer officers, employees or owners of the Member.
- No transfers of Internet number resources from the Member to another party are requested or permitted for a period of at least six months from the date of the ruling.
- Any such future transfer requests from the Member should be subject to the same additional due diligence measures requested by the RIPE NCC in response to the initial transfer request, for a period of at least one year from the date of the ruling, and until the RIPE NCC is satisfied this is no longer required.

Recommendations and Observations

In addition to the ruling, the arbiter also provided some recommendations and observations. The arbiter observed that the arbitration process took much longer than the defined timeline for arbitration.

Also, the arbiter recommended that all parties to arbitration cases be reminded of the newly revised [RIPE Code of Conduct](#) and the duty of all parties to follow it in their dealings with the RIPE NCC and other involved parties.