

## **Arbitration Case #11**

**Date: 2016**

### **Summary**

The case concerns a dispute between two RIPE NCC Members (hereinafter to be called Member A and Member B) regarding the transfer of certain Internet number resources from Member A to Member B. Member A disputes the validity of the transfer claiming that it was conducted by a non-authorised former employee. Member A requests the arbiter to consider the transfer agreement as invalid and to order the transfer of the relevant Internet number resources reverted.

### **Details of the case**

In July 2015, the employment contract of Member's A's former employee was terminated. Shortly after the termination of this contract, the former employee entered into an agreement with Member B on behalf of Member A for the transfer of certain Internet number resources from Member A to Member B. The request for the transfer of the Internet number resources together with the signed transfer agreement was submitted to the RIPE NCC and the RIPE NCC processed the transfer request according to the relevant RIPE NCC procedural document. There was no evidence that could prove beyond reasonable doubt that Member B knew that the person signing the agreement on behalf of Member A was not authorised to do so.

### **Arbitration Ruling**

After evaluating the information provided by both parties, the arbiter rejected the request of Member A to consider the transfer agreement as invalid and to revert the transfer of the Internet number resources. The arbiter held that there was no conclusive evidence proving that Member B acted in bad faith upon the conclusion of the transfer agreement. In any case, the arbiter noted that a dispute between a RIPE NCC Member and their former employee is not a dispute that falls within the scope of the RIPE NCC Conflict Arbitration Procedure.