

Arbitration Case #17

Date: April 2019

Summary

The case concerns a dispute between NetUP LLC (“Member”) and the RIPE NCC, following the RIPE NCC’s decision to terminate the Member’s RIPE NCC Standard Service Agreement (“SSA”) after the Member provided the RIPE NCC with falsified information.

Details of the Case

In late 2018, the Member, acting in the role of sponsoring LIR, provided the RIPE NCC with an End User assignment agreement for the registration of Independent resources. When the RIPE NCC tried to verify the validity of this contract with the supposed End User, this party confirmed that the contract had not been signed by them or by anyone authorised to sign on their behalf.

When the RIPE NCC shared its findings with the Member and requested an explanation, the Member stated that they are not responsible for End User documentation and claimed that a sponsoring LIR could not be held accountable for information it provided on behalf of its End User. The Member promised to follow up with more information but the RIPE NCC never received any further explanation.

Based on the above, and according to the SSA and the RIPE NCC procedural document “Closure of Members, Deregistration of Internet resources and Legacy Internet Resources”, the RIPE NCC proceeded with the termination of the Member’s SSA in February 2019.

Although this was provided as the reason for termination of the SSA, the RIPE NCC has documented multiple occasions in the past where the Member provided falsified or misleading information and received warnings that the provision of falsified data may lead to termination of the SSA.

While submitting information to the arbiter, the Member stated that the letter announcing termination of the SSA had included a mistake (an incorrect contract date). As a result, the member questioned whether the termination of their SSA could be valid. The RIPE NCC confirmed the existence of two SSA’s and that in the initial termination letter it had mentioned the wrong date. When realising this mistake, the RIPE NCC sent a termination letter with the correct date to correct its initial mistake.

Arbitration Ruling

After evaluating the information provided by both parties, the arbiter has decided that the immediate termination of the SSA was procedurally correct according to articles 6.2 and 9.4.h of the SSA.

Additionally, the arbiter ruled that the RIPE NCC did not fail to follow the RIPE NCC procedural document “Closure of Members, Deregistration of Internet Resources and Legacy Internet Resources” and in particular sections A.1.2.2(g) and A.2. The incorrect date of the SSA in the termination letter was a genuine mistake and not a failure in following the procedure.

Finally, the arbiter shared their view on the Member’s assertion that a sponsoring LIR could not be held accountable for information it provided on behalf of its End User. The arbiter ruled that if a sponsoring LIR was not able to ascertain whether information provided to it by an End User was accurate, it should not submit any such information to the RIPE NCC, as sponsoring LIRs were clearly and ultimately responsible for providing accurate information to the RIPE NCC. Therefore, the Member had neglected its key responsibility in acting as a sponsoring LIR.