

## **Arbitration Case #9**

**Date: 2015**

### **Summary**

A conflict between the RIPE NCC and one of its members (hereinafter referred to as “the LIR”) regarding the RIPE NCC’s decision to terminate the Standard Service Agreement because the LIR was in violation of the provisions of the agreement, due to the repeated provision of incorrect information.

### **Details of Case**

Based on the signed Standard Service Agreement, the LIR agreed to comply with the provisions of the agreement and to adhere to RIPE Policies and RIPE NCC procedural documents.

In 2014, the LIR submitted several requests for the registration of Internet number resources and provided the relevant supporting documentation. After performing due diligence checks, the RIPE NCC found evidence that the LIR had provided information that was not correct and untruthful.

The RIPE NCC warned the LIR that the repeated provision of incorrect information constituted a violation of the Standard Service Agreement and could lead to termination of the agreement.

The LIR did not comply with these warnings and the RIPE NCC therefore terminated the Standard Service Agreement and initiated the closure of the LIR.

The LIR filed a request for reversal of the closure via the RIPE NCC Conflict Arbitration Procedure.

The Arbiter appointed to handle settlement of this dispute requested that the involved parties submit any and all relevant information in order to reach a ruling.

### **Arbitration Ruling**

After reviewing the information submitted by both parties, the Arbiter ruled that the termination of the Standard Service

Agreement, and the closure of the LIR in question, was in conformity with the provisions of the signed Standard Service Agreement and there was no violation of RIPE Policies or RIPE NCC procedural documents by the RIPE NCC.

Therefore, the request to reverse the decision for the termination of the LIR's Standard Service Agreement was denied.