

Method of Accreditation of Suppliers of Extrajudicial Dispute Resolving Services within the ccTLD “it”

Version 1.2

1	Subject and Definition	3
2	Inspiring Principles	3
3	Criteria of impartiality and autonomy of the Dispute Resolving Service.....	3
4	Aim of the Dispute Resolving Service.....	4
5	Role of the ccTLD “it” Registry.....	4
6	List of Dispute Resolving Services	4
7	Subjective requisites of suppliers of services for the resolution of disputes.....	4
8	Presenting the application	5
9	Expiry and revocation of authorisation.....	6
10	Surveillance of suppliers of services for the resolution of disputes.	7
11	Disputes between the Registry and the supplier of Services for the resolution of disputes (DRS).....	7
12	APPLICATION FORM FOR ACCREDITATION	8

1 Subject and Definition

These regulations establish the requisites and method of accreditation of suppliers of Dispute Resolving Services authorised to conduct the procedure for the re-assignment of domain names in the ccTLD "it".

The organisations appointed for the extrajudicial resolution of disputes within the ccTLD "it", called "Suppliers of Services for the resolution of disputes", hereafter also called DRS (Dispute Resolving Services), operate in observance of Italian Law and the rules established in the Regulations for the assignment and management of domain names in the ccTLD "it" (hereafter called "Regulations") and the resolution of disputes in the ccTLD "it" (hereafter called Dispute Regulations).

2 Inspiring Principles

The Dispute Resolving Service, whose activities must be founded on the principles of maximum equity and transparency, must not take on cases in which there is any risk of incompatibility or conflict of interest with the third parties involved in the re-assignment procedure. The same applies to the experts whom the DRS turns to in the fulfilment of the service concerned.

If the above-cited organisations have their own internal operational rules, these must be in accordance with the principles and regulations established by the Italian legal system and the afore-said Regulations in accordance with art. 1 "Subject and definition".

3 Criteria of impartiality and autonomy of the Dispute Resolving Service

The Dispute Resolving Service must be independent of the people involved in the procedure.

The experts who carry out the mediation activity must not be part of the company or professional organisation authorised by the Registry for the extrajudicial resolution of disputes.

The DRS and the experts giving their services to the DRS must not have supervised or carried out legal assistance or in any way have looked after any of the parties with regard to the subject matter of the dispute nor must they be the representatives of any of the parties concerned.

The DRS must not carry out any activity which might be in any way conflict with the principles of impartiality, autonomy and integrity of opinion regarding the activity of supplying dispute resolving services. The DRS must not have any direct interest in the economic or commercial activities of the parties involved in the procedure.

There must be no relationship of a financial nature between the DRS and either of the parties involved in the procedure, with the exception of the payment of the fees regarding the procedure itself.

There must be no family relationship within the fourth degree of kindred between the DRS, any of its managers or directors or the experts giving their services to the DRS and any of the parties, or their managers or directors, involved in the procedure.

The DRS must consent to recourse to his services by all parties involved in the procedure and permit access to documents by all the parties when formally requested to do so.
The procedures must be administered in a transparent and non-discriminatory manner and in observance of the Data Protection Code.

4 Aim of the extrajudicial Dispute Resolving Service

The aim of the extrajudicial dispute resolving services offered within the ccTLD "it" by the Dispute Resolving Service is supplying an instrument by means of which users can verify, using the alternative, extrajudicial procedure for resolving disputes, the title to use or the legal disposability of a domain name and that this latter has not been registered or maintained in bad faith.

5 Role of the ccTLD “it” Registry

The Registry of the ccTLD “it” is extraneous to the procedure and is not liable for the work of the extrajudicial Dispute Resolving Service, who is bound to keep unharmed and to indemnify the Registry against any burden or nuisance regarding the performance of the activity of the dispute resolving Service.

The DRS must stipulate a policy with maximum coverage of no less than the sums established from time to time by the Registry to insure against the risks of the activity and any damages that might be caused to third parties, which includes the Registry as third beneficiary, and which the DRS will keep open for the entire period of activity and in any case until at least the conclusion of the last procedure which does not lead to legal proceedings.

6 List of extrajudicial Dispute Resolving Services

The current list of DRSs is published on the Registry's website <http://www.nic.it/>.

7 Subjective requisites of suppliers of services for the resolution of disputes

Public or private legal persons and firms of professionals with offices in the European Union proposing to exercise the activity of Dispute Resolving Service must have a suitable organisational structure and possess the trustworthiness necessary for carrying out the activity in favour of the users who request the services of the DRS.

The applicant, either an individual legal person or firm of professionals, proposing to supply dispute resolving services must employ the services of professional people who have the necessary, specific knowledge of, experience of and competence in the Internet domain name sector.

8 Presenting the application

Applications for authorisation as a Dispute Resolving Service must be sent to the Registry, who, having sought the opinion of the Rules Committee, will decide within thirty days of the Committee's pronounced opinion, whether to admit the applicant.

The application must contain:

- the denomination or name of DRS and indication of the applicant's legal representative;
- the date of incorporation or founding;
- the name and address of the person delegated for the administrative management of the procedures;
- the criteria to which the DRS conforms and intends to conform in choosing its experts;
- indication of the URL of the DRS;
- indication of the cost of the Procedure in the case of single expert boards and in the case of boards of three experts;
- the list of experts delegated to the resolution of disputes.

The DRS must declare in the application:

- that the DRS will work in observance of Italian law, of Regulations for the assignation and management of domain names under the ccTLD "it", of Regulations for the resolution of disputes in the ccTLD "it", and accepts any changes made thereto in the future;
- that the experts in the list know these Method of Accreditation and Regulations and the rules for conducting the procedures, in accordance with the afore-said Dispute Regulations;
- that each expert, on accepting the appointment, is bound to sign a "declaration of impartiality and independence" by means of which he/she declares that he/she is independent of either party and that there exist no facts or circumstances either past or present or likely to emerge in the future of which the expert has in any case knowledge at the time of accepting the appointment which might place doubt on his/her impartiality towards either of the two parties;
- the declaration that the DRSs experts are free to act on behalf of other DRSs;
- the undertaking to supply the Registry, before commencing the activity of DRS, with a copy of the insurance policy covering the risks of the activity and any damages caused to third parties for the entire period of entitlement as per articles 5 and 9 of these Regulations, as soon as the Registry approves the application for accreditation;
- to be aware that in the absence of such a policy, no service for the resolution of disputes in the ccTLD "it" can be carried out;
- to keep unharmed and to indemnify the Registry against any liability deriving from the implementation of the decision, except in the case of grave misdeed on the part of the Registry itself.

The applicant supplier of the Service must enclose with the application:

- a) a list of no fewer than 15 people, with their qualifications, who accept to act as experts in the procedure for re-assigning domain names;
- b) the text of any rules the supplier of the Service intends to follow for conducting the Procedures
- c) the acceptance by the experts to be part of the list as per point a) of this paragraph and to work in observance of the principles, laws and regulations quoted in articles 1 and 2 above;

On presenting the application, the supplier of the Service must make the URL where the information contained in the application and the enclosures as per points "a)" and "b)" of the previous point of this article is published.

9 Authorisation of the supplier of services for the resolution of disputes

The Registry, once it has assessed the opportunity to authorise new Dispute Resolving Service on the basis of the needs of the ccTLD "it" and has heard the opinion of the Rules Committee, will authorise applicant DRSs whose applications fulfil all the conditions described in article 8 above and provided that suitable documentation, declaring that the DRS accepts and complies in its action with the conditions described in the aforesaid article 8, has been signed by the legal representative of the DRS and that the DRS has stipulated a suitable insurance policy in accordance with the afore-mentioned article.

Authorisation of the DRS is valid for two years from the date of receipt by the Registry of the declaration of compliance by the DRS with the above provisions and the presentation of the relevant insurance policy. From this date, the DRS can begin supplying the Service.

If the application is rejected by the Registry, reasons for this will be stated; a new application can be made by the same applicant DRS.

10 Expiry and revocation of authorisation

Authorisation to conduct procedures for the extrajudicial resolution of disputes has a duration of two years and can be renewed on application at least three months prior to the expiry date. Any re-assignment procedure commenced before the expiry date must be brought to a conclusion, except in the case of the Dispute Resolving Service indicating a new supplier and that this supplier accepts, or, alternatively, in the case of the insurance policy not being extended. In this case no further costs must be charged to the petitioner.

Authorisation to conduct procedures for the resolution of disputes will be revoked by the Registry in the following circumstances:

1. the supplier of services for the resolution of disputes has gone into liquidation or is undergoing bankruptcy proceedings;
2. the number of experts falls below 15;
3. there is proof of widespread violation of the regulations by colleagues;
4. there is proof that the application contained false information;
5. failure to comply with the principles of independence, impartiality and lack of conflict of interest in accordance with article 3 above;
6. there is proof of a conflict of interest not declared by the DRS;
7. the insurance policy covering the activities carried out is not renewed.

If the Registry becomes aware of circumstances giving grounds for revocation of authorisation as per the above, the Registry will revoke authorisation and notify the DRS of the circumstances by means of recorded delivery letter (with acknowledgement of receipt if this service is available from postal services outside Italy) within sixty days. The DRS has thirty days from receipt of the above notification in which to present a well-founded defence to the Registry; if the Registry does not accept the DRS's defence, the revocation will become final on the date of receipt of the notification to that effect, sent by recorded delivery to the DRS.

11 Surveillance of suppliers of services for the resolution of disputes.

The Dispute Resolving Service can adopt their own application methods for the procedure. The measures must not, however, be in conflict with the Regulations as in accordance with art. 1 and must be in compliance with such aspects as fees and tariffs, the time limit for procedures, the rules on the formulation of procedures, the means of communication between the DRS, the board of arbitrators and also the use of the correct forms. The measures must be approved by the Registry, on the approval of the Rules Committee.

Checks that the applicant DRS has the necessary requisites for conducting Procedures and surveillance of the work of the DRS are the responsibility of the Registry, on consultation with the Rules Committee.

12 Disputes between the Registry and the supplier of Services for the resolution of disputes (DRS)

The Registry and the Dispute Resolving Service base their conduct on maximum levels of trust and cooperation for the amicable solution of any conflict or controversy.

Except in the circumstances governed by the above article 10 for the revocation of authorisation, any controversy between the Registry and the DRS which cannot be resolved amicably and any controversy arising from the final revocation of authorisation as per article 10, will be resolved by means of arbitration in accordance with article 806 and later of the Italian Code of Civil Procedure. In this case, the Registry and the DRS will each nominate their own arbitrator and the chairman shall be nominated by the arbitrators from each side for deciding on the dispute. Arbitration will take place in Pisa and the arbitrators will make their decision in accordance with the law in the usual way. In the case of failure to nominate an arbitrator within 30 days of notification of the application for arbitration, the arbitrator shall be nominated by the Chief Judge of the Court of Pisa.

13 APPLICATION FORM FOR ACCREDITATION

To ccTLD “it” Registry
Istituto di Informatica e Telematica del CNR
Via Giuseppe Moruzzi, 1
56124 Pisa

Application for Accreditation for suppliers of Services for the extrajudicial Resolution of Disputes in the cc TLD “it”.

The legal representative undersigned, as identified below at points 1 and 2, requests accreditation as supplier of services for the resolution of disputes, of the organisation identified below at points 1 and 2, for the purpose of practising the activity for resolution of disputes concerning domain names in the ccTLD “it”. To this end, the undersigned hereby supplies information and documents and assumes the obligations as specified below:

1. Information regarding the supplier of Services for the resolution of disputes (DRS)

Denomination/Company name

Address

Name and Surname of legal representative

Telephone number

Fax number

General e-mail address

e-mail address of legal representative

URL of website (home page).....

URL displaying information

2. Information about the legal person or firm of professionals

(If this is the same as point 1, cross and continue from point 3)

Denomination/Company name

Address

Name and Surname of legal representative

Telephone number

Fax number

General e-mail address

e-mail address of legal representative

URL of website (home page).....

URL displaying information

3. Administrative Data

Legal Person in private law with enrolment in the registry of business concerns or recognised foundations and associations (or equivalent) of
since, REA (or equivalent)

Legal person in public law constituted in

Firm of professionals (sole person, partnership or company), enrolled in the professional register (or equivalent)since

Taxpayer's code (or equivalent)

VAT number including country code, or reference to any national law exempting this type of business concern from VAT

4. Criteria of independence of the supplier of Services for the resolution of disputes.

With reference to the identification, administrative and fiscal data cited above, the legal representative declares that the activity concerned will be practised in full respect of the principles contained in articles 3 and 4 of the Accreditation Procedure for suppliers of Services for the extrajudicial resolution of disputes in the ccTLD "it". The undersigned is also aware that failure to observe the conditions of independence, impartiality, autonomy and non discrimination, and/or in the case of conflict of interest with the parties concerned with the re-assignment procedure, will be grounds for the immediate revocation of authorisation, according to the methods and terms described in article 10 of the Procedure for the Accreditation of Suppliers of Extrajudicial Dispute Resolving Services within the ccTLD "it"

5. Deputy for the administrative management of procedures

Name

Surname

E-mail

6. Indication of the total cost of the procedure exclusive of VAT

For disputes referred to a single expert
Euro (numbers) written in full)

For disputes referred to a board of three experts
Euro (numbers) written in full)

7. Undertaking

The legal representative undersigned, as identified below at points 1 and 2,

- a) declares that all the information contained in this application and enclosures are true and correct and undertakes to keep them true and up to date with timeliness;
- b) declares and undertakes to work in observance of Italian law and of the Regulations for the assignation and management of domain names under the ccTLD "it", the resolution of disputes in the ccTLD "it" and any associated deeds including, by way of example only and not exhaustively, the method of accreditation of Suppliers of Extrajudicial Dispute Resolving Services (hereafter referred to collectively as the "Regulations") and to accept any amendments made to the "Regulations" in the future;
- c) undertakes to maintain the parameters of quality of the Service defined in the Regulations and other of the Registry's instructions;
- d) undertakes to notify the Registry in advance of the text of any rules the supplier of the Service intends to follow for conducting the Procedures and to modify or withdraw these as required by the Registry;
- e) declares that the experts indicated in the list enclosed with the application are experts on the subject and know the Regulations and rules provided for conducting procedures;
- f) declares that the experts indicated in the list enclosed with the application are free to act as such for other DRSS;
- g) declares that each expert, on accepting the appointment, is bound to sign a "declaration of impartiality and independence" by means of which he/she declares that he/she is independent of either party and that there exist no facts or circumstances either past or present or likely to emerge in the future of which the expert has in any case knowledge at the time of accepting the appointment which might place doubt on his/her impartiality towards either of the two parties;
- h) declares and undertakes to keep unharmed and to indemnify the Registry against any liability deriving from the implementation of the decision, except in the case of fraud or grave misdeed by the Registry;
- h) declares and undertakes to operate in compliance with the provisions applicable to the matter of personal data processing;
- l) undertakes to maintain, and also to present to the Registry, as per article 8 of the Method of Accreditation of Suppliers of Extrajudicial Dispute Resolving Services within the ccTLD "it", an insurance policy for the entire period of practice of the activity and to adjust the maximum coverage to at least that indicated from time to time by the Registry as soon as the Registry notifies approval of the request for authorisation;
- m) accepts that the Registry may, itself or by means of third parties entrusted by the Registry, carry out inspections or request information, in which the applicant undertakes to cooperate fully;
- n) accepts the criteria for revocation contained in article 10 of "Method of Accreditation of Suppliers of Extrajudicial Dispute Resolving Services within the ccTLD "it"
- o) accepts the arbitration clause contained in article 12 of "Method of Accreditation of Suppliers of Extrajudicial Dispute Resolving Services within the ccTLD "it"

8. Explanatory information and consent in accordance with Italian legislative Act 196 of 30 June 2003

Pursuant to art. 13, Act 196 of 30 June 2003, the personal details supplied by the applicant Supplier of Services for the extrajudicial resolution of disputes will be collected by the IIT-Registry for handling the accreditation application and will be processed by an automatic and paper databank for handling the resulting relations. Such details can be consulted on the Registry's website, so the users can find the

selected DRS (Dispute Resolving Services). Such details must be compulsorily supplied to the IIT-Registry in order to review the application and enter it in the website. Without such details or if the user opposes to have such details processed and circulated through the Internet, this application will not be reviewed or accepted, and it will not be published on the Registry's website. By submitting the accreditation application, the applicant DRS (Dispute Resolving Services) agrees to have his/her personal details processed for all the aforesaid purposes. The person in charge of such processing is the Istituto di Informatica e Telematica (Information and Telematics Institute) of CNR (National Research Council).

9. Enclosures

To be found enclosed:

1. description of the criteria to which the extrajudicial Dispute Resolving Service conforms and intends to conform in choosing its experts;
2. a list of no fewer than 15 people, with their qualifications, who accept to act as experts in the procedure for re-assigning domain names;
3. the acceptance of each expert to be part of a list as mentioned above and also to work in observance of the Regulations;
4. the text of any rules the supplier of the Service intends to follow for conducting the Procedure.

Legal Representative