

Procedures for the accreditation of Out-of-Court Dispute Resolution Service Providers within the ccTLD .it

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1. Subject and definition

These regulations establish the characteristics and procedures for the accreditation of the Out-of-Court Dispute Resolution Service Providers (PSRD) within the ccTLD .it for the conduct of procedures for the reassignment of a domain name in the ccTLD .it.

The bodies responsible for out-of-court resolution dispute in the context of the ccTLD .it, defined as “Out-of-Court Dispute Resolution Service Providers”, hereinafter, for the sake of brevity, also PSRD, operate in compliance with: the rules of the Italian legal system, the provisions provided for by the Regulations for the assignment and management of domain names in the ccTLD .it (hereinafter the Regulations) and the Regulations for the resolution of disputes in the ccTLD .it (hereinafter Dispute Regulations).

2. Revisions to this document

The following are considered as revisions of this document, versions subsequent to 1.3:

- revision of the paragraph “Expiry and revocation of the qualification”: the automatic renewal of the qualification to conduct out-of-court dispute resolution procedures upon receiving the receipt certifying the payment of the Insurance Policy has been introduced. The PSRD may request the waiver of the qualification by means of a specific communication, to be sent at least three months before the expiry date

3. Inspiring principles

The Dispute Resolution Service Provider must base its activity on the utmost fairness and transparency and not take judgements in which it may, even hypothetically, find itself in positions of incompatibility or conflict of interest with third parties involved in the reassignment procedures. This provision also extends to the experts to whom the PSRDs resort in the performance of the service in question.

Where the above-mentioned bodies prepare internal operating regulations, these must be interpreted in the light of the principles and regulations established by the Italian legal system and by the aforementioned Regulations referred to in point 1 “Subject and Definition”.

4. Criteria of independence and autonomy of the Dispute Resolution Service Provider

The Dispute Resolution Service Provider must be independent of the parties to the procedure. Experts who carry out mediation activities must not be part of the company, or of the professional body authorised by the Registro to out-of-court dispute resolution.

The PSRD and the experts who provide activities for the PSRD must not have followed or carried out legal assistance activities or, in any case, have assisted any of the parties in relation to the matter subject of the dispute, nor may they be the representatives of such parties.

The PSRD must not carry out activities that may conflict with the principles of independence, autonomy and integrity of judgement in relation to the activities of the PSRD. It must not have direct interests in the economic and commercial activities of the parties involved in the procedure.

There must also be no financial relationship between the PSRD and one of the parties involved in the procedure, except for the payment of the costs relating to the procedure itself.

There must be no family relationship within the fourth degree between the PSRD, any of its administrators, or the experts who provide activities for the PSRD, and any of the parties of the procedure or any of their administrators.

The aforementioned entity must allow the use of its services to all the parties involved in the procedure and allow access to the documents to the parties themselves upon their formal request. Finally, the procedures must be administered in a transparent, non-discriminatory manner, and

in compliance with the Personal Data Protection Code.

5. Purpose of the Out-of-Court Dispute Resolution Service

The purpose of the Out-of-Court Dispute Resolution Service provided within the ccTLD .it by the Out-of-Court Dispute Resolution Service Providers is to provide users with a tool that allows them, through the use of the alternative dispute resolution procedure, to verify the title to use or the legal availability of the domain name and that the domain has not been registered and maintained in bad faith.

6. Role of the ccTLD .it Registro

The ccTLD .it Registro is extraneous to the merits of the proceedings and is not responsible for the actions of the Dispute Resolution Service Provider. The latter will in any case hold the Registro harmless and indemnified from any burden or nuisance in relation to the performance of the activities of the PSRD.

The PSRD will have to take out an insurance policy, with ceilings that are not less than the amounts established from time to time by the Registro, to cover the risks of the activity and any damage caused to third parties, which also indicates the Registro as a third party beneficiary, and will maintain it as so for the entire period of exercise of the activity and, in any case, at least until the conclusion of the last procedure that did not give rise to legal action.

7. List of Out-of-Court Dispute Resolution Service Providers

An updated list of PSRDs is published on the Registro's website at <http://www.nic.it/>.

8. Subjective requirements of the Dispute Resolution Service Provider

Public or private legal persons and professional firms based in the European Union that intend to carry out the activity of Dispute Resolution Service Provider must have an adequate organisational structure and possess the reliability necessary for carrying out the related activity for the benefit of users who request it.

The applicant, legal person or professional firm, who intends to provide the Service in question must resort to professionals with the specific knowledge, experience and skills necessary in the domain name sector on the Internet.

9. Submission of applications

Applications to become a Dispute Resolution Service Provider must be sent to the Registro, which decides on their admission after consulting the Steering Committee of the Registro (Comitato di Indirizzo del Registro - CIR), within thirty days from the date on which the Committee expressed its opinion.

The application must contain:

- the denomination or name of the PSRD and the indication of its legal representative;
- the date of incorporation;
- the name and address of the person delegated to the administrative management of the procedures;
- the criteria to which the PSRD has adhered and intends to follow for the selection of its experts;
- the indication of the URL of the PSRD;
- the indication of the cost of the Procedure in the case of single-member panels and panels of three experts;
- the list of experts in charge of dispute resolution.

In its application, the PSRD must declare:

- to operate on the basis of the rules of the Italian legal system, the Regulations for the assignment and management of domain names within the ccTLD .it, the Regulations for the resolution of disputes in the ccTLD .it and to accept the amendments that may be made to the latter over time;
- that the experts indicated in the list are familiar with these Accreditation Procedures and the rules prepared for the conduct of the procedures referred to in the aforementioned Dispute Regulations;
- that each expert, at the time of acceptance of the assignment, undertakes to sign a “declaration of impartiality and independence” by which he/she declares that he/she is independent of each party and that there are no facts or circumstances, past or present, or that may emerge in the future of which the expert is in any case aware at the time of acceptance of the assignment, which could cast doubt on his/her independence vis-à-vis one or the other of the two parties;
- the declaration that its experts are free to act as such also in other PSRDs;
- to undertake to provide the Registro, before the start of the PSRD activity, with a copy of an insurance policy covering the risks of the activity and damage caused to third parties for the entire period of qualification referred to in articles 5 and 9 of these Accreditation Procedures, as soon as it receives a favourable opinion from the Registro itself regarding its application for accreditation;
- to be aware that in the absence of the aforementioned policy it will not be able to carry out any PSRD activity in the ccTLD .it;
- to relieve the Registro and hold it harmless and indemnified from any liability deriving from the implementation of the decision, except for gross negligence on the part of the Registro itself.

The PSRD applicant must attach to his/her application:

- a) a list of no less than 15 persons, with the relevant qualifications, who agree to act as experts in the procedures for the reassignment of domain names;
- b) the text of any implementing rules that the PSRD intends to follow for the conduct of the Procedures;
- c) the acceptance by the experts to be part of the list referred to in point a) of this paragraph as well as to operate in compliance with the principles, laws and regulations set out in articles 1 and 2 above.

At the time of submission of the application, the PSRD must make accessible to the Registro the URL where the information contained in the application is published and the attachments referred to in points “a)” and “b)” of the previous paragraph of this article.

10. Enabling of the Dispute Resolution Service Provider

The Registro, having assessed the opportunity to enable new Out-of-Court Dispute Resolution Service Providers in relation to the needs of the ccTLD .it and having heard the opinion of the Registro Steering Committee (CIR), enables those whose applications are fully compliant with the provisions of article 8 above, subject to the signature, by the legal representative of the aspiring PSRD, of appropriate documentation with which the Registro is informed that the PSRD accepts and complies with in to carry out its duties in accordance with the provisions of article 8 above, as well as upon presentation of a suitable insurance policy stipulated in the terms referred to in the aforementioned article.

The qualification of the PSRD has a duration of two years from the date of receipt, by the Registro, of the declaration of compliance of the PSRD itself with the above provisions and from the presentation of the relevant insurance policy. From that date, the aforementioned subject can start providing the Service.

Any rejection of the application by the Registro must be justified and does not preclude the submission of a new application by the PSRD itself.

11. Expiry and revocation of the qualification

The qualification to conduct out-of-court dispute resolution procedures has a two-year duration and is automatically renewed for the same period, upon receiving the receipt certifying the payment of the Insurance Policy.

The PSRD may request the waiver of the qualification by means of a specific communication, to be sent at least three months before the expiry date.

Reassignment procedures initiated prior to the waiver must be completed, unless the Dispute Resolution Service Provider appoints a new entity and the Dispute Resolution Service Provider accepts, or the insurance has not been extended. In this case, no additional costs shall be charged to the claimant.

The authorisation to conduct dispute resolution procedures is revoked by the Registro in the event that:

- 1) the PSRD is subject to liquidation or insolvency proceedings;
- 2) its experts are reduced to less than 15;
- 3) a generalised violation of the procedural rules by the panels is proven;
- 4) the falsity of the information contained in the application is proven;
- 5) the principles of independence, impartiality, lack of conflict of interest referred to in article 3 previous are breached;
- 6) the existence of conflicts of interest not represented by the PSRD is proven;
- 7) the insurance covering the activities carried out is not renewed.

In the event that a cause for revocation of the qualification occurs, the Registro will challenge the PSRD for the aforementioned circumstance by registered mail with acknowledgement of receipt, within sixty days from the time the Registro itself became aware of it. The PSRD, within thirty days of receipt of the above communication, may present reasoned defences to the Registro; if the Registro does not accept them, the revocation will become definitive on the date of receipt of the communication to that effect, sent by registered letter, to the PSRD.

12. Control of the Dispute Resolution Service Providers

Dispute Resolution Service Providers may adopt their own implementing provisions to better define the procedure. The implementing provisions cannot be in conflict with the Regulations referred to in point 1 above and must refer to aspects such as tariffs, limits on the length of proceedings, directives on their arrangements, the means of communication between the PSRD and its panel, as well as forms. These implementing provisions must be approved by the Registro, after consulting the Steering Committee of the Registro (CIR).

The verification of the existence of the requirements of the PSRDs that will apply for the conduct of the Procedures and the control of the work of these organisations is delegated to the Registro, which must obtain the opinion of the Steering Committee of the Registro (CIR).

13. Disputes between the Registro and the Dispute Resolution Service Provider

The Registro and the Dispute Resolution Service Provider establish that their conduct is based on the utmost trust, collaboration and the amicable resolution of any disputes.

Without prejudice to the circumstances relating to the revocation governed by article 10 above, any and all disputes between the Registro and the PSRD that cannot be settled amicably, as well as any and all disputes concerning the definitive revocation of the qualification referred to in article 10, will be resolved exclusively by arbitration pursuant to articles 806 et seq. of the Italian

Code of Civil Procedure. In this case, the Registro and the PSRD will each appoint an arbitrator of its own choosing and the president will be appointed by agreement between the two arbitrators for the resolution of the dispute. The arbitration will be based in Pisa and the arbitrators will decide according to law and according to standard procedure. In the event of failure to appoint an arbitrator within 30 days of notification of the request for arbitration, the arbitrator will be appointed by the President of the Court of Pisa.

14. Accreditation Application Form

To the ccTLD .it Registro
Institute of Informatics and Telematics of the CNR
Via Giuseppe Moruzzi, 1
56124 Pisa, Italy

Application for accreditation of the Out-of-Court Dispute Resolution Service Provider in the ccTLD.it.

The undersigned legal representative, as identified in points 1 and 2 below, requests accreditation as a Dispute Resolution Service Provider, as identified in points 1 and 2 below, for the purpose of exercising the activity of out-of-court resolution of disputes relating to domain names in the ccTLD .it. To this end, it provides information and documents, as well as assumes the obligations, as specified below.

1) Information about the Dispute Resolution Service Provider

Name

Address

Name and surname of the legal representative

Telephone number

Fax

General e-mail address

E-mail address of the legal representative

URL of the website (home page)

URL in which the information will be shown

2) Information on the legal entity or on the professional firm (If the data corresponds to those of point 1, cross out and continue at point 3)

Name

Address

Name and surname of the legal representative

Telephone number

Fax

General e-mail address

E-mail address of the legal representative

URL of the website (home page)

URL in which the information will be shown

3) Administrative data

Legal entity governed by private law, registered in the Companies Register or recognised foundations and associations (or equivalent) of
from, REA (Repertorio Economico Amministrativo - Economic and Administrative Index) number (or equivalent)

Legal person governed by public law, incorporated at

Professional firm (individual, associate or in corporate form), registered in the professional

register (or equivalent) from

Tax Code (or equivalent)

VAT number including country code, or references to the national VAT exemption legislation for the activity carried out

4) Criteria of independence of the Dispute Resolution Service Provider.

With reference to the identification, administrative and tax data mentioned above, the legal representative declares to carry out the activity in question in full compliance with the principles contained in articles 3 and 4 of the “Procedures for the accreditation of Out-of-Court Dispute Resolution Service Providers within the ccTLD .it”. The undersigned is also aware that failure to comply with the conditions of independence, impartiality, autonomy and non-discrimination or in the event of a conflict of interest with the parties involved in the reassignment procedure will be cause for immediate revocation of the qualification in the manner and terms referred to in article 10 of the aforementioned “Procedures for the accreditation of Out-of-Court Dispute Resolution Service Providers within the ccTLD .it”.

5) Delegate for the administrative management of the procedures

Name

Surname

E-mail

6) Indication of the total cost of the procedure net of VAT

In the case of disputes submitted to a single expert
Euro (numbers)letters)

In the case of disputes submitted to panels of three experts
Euro (numbers)letters)

7) Assumption of obligations

The undersigned legal representative, as identified in points 1 and 2 above:

- a) declares that all the information contained in this application and in the annexes is true and correct, and undertakes to keep it accurate and updated in a timely manner;
- b) declares that, and undertakes to, operate on the basis of the rules of the Italian legal system, the Regulations for the assignment and management of domain names within the ccTLD .it, the Regulations for the resolution of disputes, and any acts related to such Regulations, including, but not limited to, the Procedures for the accreditation of Out-of-Court Dispute Resolution Service Providers (hereinafter collectively the Regulations) and to accept the amendments that may have been made to them over time;
- c) undertakes to maintain the quality of service parameters defined in the Regulations and other provisions of the Registro;
- d) undertakes to notify the Registro in advance of the text of any implementing rules that the PSRD intends to follow for the conduct of the Procedures, and to modify or withdraw them according to the indications of the Registro;
- e) declares that the experts indicated in the list attached to this application are experts in the field and are familiar with the Regulations and rules prepared for the conduct of the procedures;
- f) declares that the experts listed in the list annexed to this application are free to act as experts in other PSRDs as well;
- g) declares that each expert, at the time of acceptance of the assignment, undertakes to

sign a “declaration of impartiality and independence” by which he/she affirms that he/she is independent of each party and that there are no facts or circumstances, past or present, or that may emerge in the future, which could cast doubt on the independence of the expert vis-à-vis one or the other of the two parties;

h) declares that, and undertakes to, relieve the Registro and hold it harmless and indemnified from any liability deriving from the implementation of the decision, except for wilful act or gross negligence on the part of the Registro itself.

i) declares that, and undertakes to, operate in compliance with the applicable legislation on the processing of personal data;

l) undertakes to maintain, as well as to submit to the Registro the insurance policy referred to in article 8 of the Procedures for the accreditation of Out-of-Court Dispute Resolution Service Providers within the ccTLD .it for the entire period of exercise of the activity and the adjustment of the ceilings, at least for the amounts indicated from time to time by the Registro, as soon as the Registro has communicated its positive opinion on the application for qualification;

m) accepts that the Registro may carry out, on its own or through third parties of its choosing, inspection or request for information, and undertakes to cooperate fully in this regard;

n) accepts the revocation criteria contained in article 10 of the “Procedures for the accreditation of Out-of-Court Dispute Resolution Service Providers within the ccTLD .it”;

o) accepts the arbitration clause contained in article 12 “Procedures for the accreditation of Out-of-Court Dispute Resolution Service Providers within the ccTLD .it”.

8) Information and consent pursuant to Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016.

Pursuant to article 13, Regulation (EU) 2016/679, the personal data provided by aspiring Dispute Resolution Service Providers will be collected at the IIT-Registro .it for the purposes of managing the application for accreditation and will be processed in an automated and paper database for the management of any relationship resulting from the same.

The Registro’s website will also contain the related data, allowing users to identify the chosen PSRD. The provision of such data to the IIT-Registro is necessary for the purposes of evaluating the application and for subsequent inclusion on the aforementioned website; without such data or in the presence of opposition to the processing and dissemination via the Internet, it is not possible to evaluate and accept this application, nor to publish it on the website of the Registro .it. By submitting the application for accreditation, the aspiring PSRD is aware of the purposes for which the data have been requested, including the transfer of data to the consultants of the Steering Committee of the Registro .it, for an opinion on accreditation.

The data controller is the CNR National Research Council, Piazzale Aldo Moro, 7 - 00185 Rome, Italy, through the Institute of Informatics and Telematics – Registro .it (direttore@iit.cnr.it).

The Data Protection Officer for the CNR: rpd@cnr.it

9) Annexes

attached are the following:

1. description of the criteria to which the Dispute Resolution Service Provider has adhered and intends to follow in the selection of its experts;
2. list of no less than 15 persons, with the relevant qualifications, who agree to act as

experts in the procedures for the reassignment of domain names;

3. the acceptance by each of the experts to be part of the above list as well as to operate in compliance with the provisions of the aforementioned Regulations.

4. the text of any implementing rules that the managing body intends to follow for the conduct of the Procedures;

The legal representative