

# **.aero Rules for Eligibility Reconsideration Policy ("Rules")**

June 16, 2002

Administrative proceedings under the [Eligibility Reconsideration Policy](#) shall be governed by these Rules and also the Supplemental Rules of the Provider administering the proceedings, as posted on its web site.

## **1. Definitions**

In these Rules:

**Application** means an application to the Sponsor for an Aviation Community Membership ID.

**Requesting Party** means the party initiating a Request for Reconsideration.

**Decision** means a decision of the Sponsor:

- (a) that the Requesting Party does not meet the Eligibility Requirements or does no longer meet the Eligibility Requirements; or
- (b) to revoke the .aero domain name licence held by the Requesting Party.

**Eligibility Requirements** means the eligibility requirements set out in the [.aero Domain Management Policy](#).

**ICANN** refers to the Internet Corporation for Assigned Names and Numbers.

**Panel** means an administrative panel appointed by a Provider to decide a complaint.

**Panelist** means an individual appointed by a Provider to be a member of a Panel.

**Party** means the Requesting Party or the Sponsor.

**Policy** means the [Eligibility Reconsideration Policy](#) that is incorporated by reference and made a part of the Application and the agreement between a Registrar and the holder of a .aero domain name.

**Provider** means a provider of dispute resolution services. A list of such Providers appears at <http://www.information.aero>.

**Registrar** means, in cases where the Requesting Party is the holder of a .aero domain name, the entity with which the Requesting Party has registered the domain name.

**Request for Reconsideration** means a request for reconsideration of a Decision.

**Sponsor means** Société Internationale de Télécommunications Aéronautiques, a limited liability co-operative society.

**Supplemental Rules** means the rules adopted by the Provider administering a

proceeding to supplement these Rules. Supplemental Rules shall not be inconsistent with the Policy or these Rules and shall cover such topics as fees, word and page limits and guidelines, the means for communicating with the Provider and the Panel, and the form of cover sheets.

## **2. Communications**

(a) When forwarding a Request for Reconsideration to the Sponsor, the Provider shall send it:

- (i) by facsimile transmission, with a confirmation of transmission; or
- (ii) by postal or courier service, postage pre-paid and return receipt requested; or
- (iii) electronically via the Internet, provided a record of its transmission is available

to the following address:

SITA  
26, chemin de Joinville  
1216 Cointrin - Geneva  
Switzerland  
fax: +41 22 747 6333  
email: [aero.office@sita.aero](mailto:aero.office@sita.aero)

(b) Any written communication to the Requesting Party or the Sponsor provided for under these Rules shall be made by the preferred means stated by the Requesting Party or the Sponsor, respectively (see Paragraphs 3(c)(iii) and 2(a)), or in the absence of such specification

- (i) by facsimile transmission, with a confirmation of transmission; or
- (ii) by postal or courier service, postage pre-paid and return receipt requested; or
- (iii) electronically via the Internet, provided a record of its transmission is available.

(c) Any communication to the Provider or the Panel shall be made by the means and in the manner (including number of copies) stated in the Provider's Supplemental Rules.

(d) Communications shall be made in the language prescribed in Paragraph 11.

(e) Either Party may update its contact details by notifying the Provider.

(f) Except as otherwise provided in these Rules, or decided by a Panel, all communications provided for under these Rules shall be deemed to have been made:

- (i) if delivered by facsimile transmission, on the date shown on the confirmation of transmission; or
- (ii) if by postal or courier service, on the date marked on the receipt; or

(iii) if via the Internet, on the date that the communication was transmitted, provided that the date of transmission is verifiable.

(g) Except as otherwise provided in these Rules, all time periods calculated under these Rules shall begin to run on the earliest date that the communication is deemed to have been made in accordance with Paragraph 2(f).

(h) Any communication by

(i) a Panel to any Party shall be copied to the Provider and to the other Party;

(ii) the Provider to any Party shall be copied to the other Party; and

(iii) a Party shall be copied to the other Party, the Panel and the Provider, as the case may be.

(i) It shall be the responsibility of the sender to retain records of the fact and circumstances of sending, which shall be available for inspection by affected parties and for reporting purposes.

(j) If a Party sending a communication receives notification of non-delivery of the communication, that Party shall promptly notify the Panel (or, if no Panel is yet appointed, the Provider) of the circumstances of the notification.

### **3. The Request for Reconsideration**

(a) Any person or entity in respect of whom a Decision is made may submit a Request for Reconsideration in accordance with the Policy and these Rules to any Provider. A copy of the Request for Reconsideration shall be sent to the Sponsor and to the concerned Registrar(s), if any;

(b) The Request for Reconsideration must be submitted within 30 days from the date of the Decision that the Requesting Party wishes to have reconsidered;

(c) The Request for Reconsideration shall be submitted in hard copy and in electronic form (except annexes not available in electronic form) and shall:

(i) Request that the Request for Reconsideration be submitted for decision in accordance with the [Policy](#) and these Rules;

(ii) Provide the name, postal and email addresses, and the telephone and facsimile numbers of the Requesting Party and of any representative authorised to act for the Requesting Party in the administrative proceeding;

(iii) Specify a preferred method for communications directed to the Requesting Party in the administrative proceeding (including person to be contacted, medium, and address information) for each of (A) electronic-only material and (B) material including hard copy;

(iv) Specify the registrant group(s) (as defined in the [.aero Domain Management Policy](#)) that the Requesting Party claims to be a member of;

(v) Specify the Aviation Community Membership ID and domain name(s), if any, that is/are the subject of the Decision;

- (vi) Identify the Registrar(s) with whom the domain name(s) is/are registered at the time the Request for Reconsideration is submitted;
- (vii) Describe the manner in which the Requesting Party meets the Eligibility Requirements or the manner in which the domain name complies with the [.aero Domain Management Policy](#) (as applicable)(The description shall comply with any word or page limit set forth in the Provider's Supplemental Rules.);
- (viii) Identify any other legal proceedings that have been commenced or terminated in connection with or relating to any domain name(s) that are effected by the Decision;
- (ix) State that a copy of the Request for Reconsideration has been sent or transmitted to the Sponsor, in accordance with Paragraph 2(b);
- (x) Conclude with the following statement followed by the signature of the Requesting Party or its authorised representative:

"The Requesting Party agrees that its claims and remedies concerning the Decision, the registration of the domain name (if any), and the Application shall be solely against the Sponsor and waives all such claims and remedies against (a) the Provider and the Panelist, except in the case of deliberate wrongdoing, (b) the Registrar, (c) the operator of the .aero domain name registry, and (d) the Internet Corporation for Assigned Names and Numbers, as well as their directors, officers, employees, and agents."

"The Requesting Party certifies that the information contained in this Request for Reconsideration is to the best of the Requesting Party's knowledge complete and accurate, that this Request for Reconsideration is not being presented for any improper purpose, such as to harass, and that the assertions in this Request for Reconsideration are warranted under these Rules and under applicable law, as it now exists or as it may be extended by a good-faith and reasonable argument."; and

- (xi) Annex any documentary or other evidence, together with a schedule indexing such evidence.

#### **4. Notification of Request for Reconsideration**

(a) The Provider shall review the Request for Reconsideration for formal compliance with the [Policy](#) and these Rules and, if in compliance, shall forward the Request for Reconsideration to the Sponsor, in the manner prescribed by Paragraph 2(a), within three (3) business days (as observed at the Provider's principal place of business) following receipt of the fees to be paid by the Requesting Party in accordance with Paragraph 19.

(b) If the Provider finds the Request for Reconsideration to be formally deficient, it shall promptly notify the Requesting Party and the Sponsor of the nature of the deficiencies identified. The Requesting Party shall have five (5) calendar days within which to correct any such deficiencies, after which the Request for Reconsideration will be deemed withdrawn. The Provider shall notify the

Requesting Party, the Sponsor and the Registrar (if any) of the withdrawal.

(c) The date of commencement of the administrative proceeding shall be the date on which the Provider notifies the Sponsor of the Request for Reconsideration under paragraph 2(a).

(d) The Provider shall immediately notify the Requesting Party, the Sponsor and the Registrar of the date of commencement of the administrative proceeding.

## **5. The Response**

(a) Within twenty (20) calendar days of the date of commencement of the administrative proceeding the Sponsor may submit a response to the Provider.

(b) If the Sponsor submits a response, it shall be submitted in hard copy and in electronic form (except for annexes not available in electronic form) and shall:

(i) Respond to the statements contained in the Request for Reconsideration and include the reasons why the Sponsor considers that (A) the Requesting Party failed to establish that the Requesting Party meets the Eligibility Requirements; (B) in cases where the Requesting Party has an Aviation Community Membership ID, why the Requesting Party should not retain the Aviation Community Membership ID and any associated domain name registration; or (C) the domain name does not comply with the [.aero Domain Management Policy](#), as applicable. (This portion of the response shall comply with any word or page limit set forth in the Provider's Supplemental Rules.);

(ii) State that a copy of the response has been sent or transmitted to the Requesting Party, in accordance with Paragraph 2(b); and

(iii) Conclude with the following statement followed by the signature of the Sponsor or its authorised representative:

"The Sponsor certifies that the information contained in this Response is to the best of the Sponsor's knowledge complete and accurate"; and

(iv) Annex any documentary or other evidence upon which the Sponsor relies, together with a schedule indexing such documents.

(c) At the request of the Sponsor, the Provider may, in exceptional cases, extend the period of time for the filing of the response. The period may also be extended by written stipulation between the Parties, provided the stipulation is approved by the Provider.

(d) If the Sponsor does not submit a response, the Panel shall make a decision based upon the Request for Reconsideration.

## **6. Appointment of the Panel and timing of decision**

(a) Each Provider shall maintain and publish a publicly available list of panelists and their qualifications.

(b) The Provider shall endeavour to appoint, within five (5) business days (as

observed at the Provider's principal place of business) following receipt of the response by the Provider or the lapse of the time period for the submission thereof, a single Panelist from its list of panelists.

(c) Once the Panel is appointed, the Provider shall notify the Parties of the Panelist appointed and the date by which, absent exceptional circumstances, the Panel shall forward its decision on the Request for Reconsideration to the Provider.

## **7. Impartiality and independence**

A Panelist shall be impartial and independent and shall have, before accepting appointment, disclosed to the Provider any circumstances giving rise to justifiable doubt as to the Panelist's impartiality or independence. If, at any stage during the administrative proceeding, new circumstances arise that could give rise to justifiable doubt as to the impartiality or independence of the Panelist, that Panelist shall promptly disclose such circumstances to the Provider. In such event, the Provider shall have the discretion to appoint a substitute Panelist.

## **8. Communication between Parties and the Panel**

No Party or anyone acting on its behalf may have any unilateral communication with the Panel. All communications by a Party to the Panel or to the Provider shall be made to a case administrator appointed by the Provider in the manner prescribed in the Provider's Supplemental Rules.

## **9. Transmission of the file to the Panel**

The Provider shall forward the file to the Panel as soon as the Panelist is appointed.

## **10. General powers of the Panel**

(a) The Panel shall conduct the administrative proceeding in such manner as it considers appropriate in accordance with the [Policy](#) and these Rules.

(b) In all cases, the Panel shall ensure that the Parties are treated with equality and that each Party is given a fair opportunity to present its case.

(c) The Panel shall ensure that the administrative proceeding takes place with due expedition. It may, at the request of a Party or on its own motion, extend, in exceptional cases, a period of time fixed by these Rules or by the Panel.

(d) The Panel shall determine the admissibility, relevance, materiality and weight of the evidence.

## **11. Language of proceedings**

(a) The language of the administrative proceeding shall be in English, subject to the authority of the Provider or the Panel, as the case may be, to determine otherwise, having regard to the circumstances of the administrative proceeding.

(b) The Panel may order that any documents submitted in a language other than the language of the administrative proceeding be accompanied by a translation in whole or in part into the language of the administrative proceeding.

## **12. Further statements**

In addition to the Request for Reconsideration and the response, the Panel may request, in its sole discretion, further statements or documents from either of the Parties.

## **13. In-person hearings**

There shall be no in-person hearings (including hearings by teleconference, videoconference, and web conference), unless the Panel determines, in its sole discretion and as an exceptional matter, that such a hearing is necessary for deciding the Request for Reconsideration.

## **14. Default**

(a) If a Party, in the absence of exceptional circumstances, does not comply with any of the time periods established by these Rules or the Panel, the Panel shall proceed to a decision on the Request for Reconsideration.

(b) If a Party, in the absence of exceptional circumstances, does not comply with any provision of, or requirement under, these Rules or any request from the Panel, the Panel shall draw such inferences therefrom as it considers appropriate.

## **15. Panel decisions**

(a) A Panel shall decide a Request for Reconsideration on the basis of the statements and documents submitted and in accordance with the [Policy](#), these Rules and any rules and principles of law that it deems applicable.

(b) In the absence of exceptional circumstances, the Panel shall forward its decision on the Request for Reconsideration to the Provider within fourteen (14) days of its appointment pursuant to Paragraph 6.

(c) The Panel's decision shall be in writing, provide the reasons on which it is based, indicate the date on which it was rendered and identify the name of the Panelist.

(d) Panel decisions shall normally comply with the guidelines as to length set forth in the Provider's Supplemental Rules. If the Panel concludes that the dispute is not within the scope of Paragraph 5 of the [Policy](#), it shall so state.

## **16. Communication of decision to Parties**

(a) Within three (3) business days (as observed at the Provider's principal place of business) after receiving the decision from the Panel, the Provider shall communicate the full text of the decision to each Party and the concerned Registrar(s).

(b) Except if the Panel determines otherwise (see Paragraph 5(g) of the [Policy](#)), the Provider shall publish the full decision and the date of its implementation on a publicly accessible web site.

## **17. Settlement or other grounds for termination**

(a) If the Requesting Party notifies the Provider or the Panel that the Parties have

agreed on a settlement, then the Provider or the Panel, as the case may be, shall suspend or terminate the administrative proceeding.

(b) If it becomes unnecessary or impossible to continue the administrative proceeding for any other reason, then the Provider or the Panel, as the case may be, shall terminate the administrative proceeding, unless a Party raises justifiable grounds for objection within a period of time to be determined by the Panel.

## **18. Effect of court proceedings**

(a) In the event of any legal proceedings initiated prior to or during an administrative proceeding in respect of an Aviation Community Membership ID or domain name that is the subject of the Request for Reconsideration, then the Panel shall have the discretion to decide whether to suspend or terminate the administrative proceeding, or to proceed to a decision.

(b) In the event that the Requesting Party initiates any legal proceedings during the pendency of an administrative proceeding in respect of an Aviation Community Membership ID or domain name that is the subject of the Request for Reconsideration, it shall promptly notify the Panel and the Provider. See Paragraph 8 above.

## **19. Fees**

(a) The Requesting Party shall pay to the Provider an initial fixed fee, in accordance with the Provider's Supplemental Rules, within the time and in the amount required. The Requesting Party shall bear all of the Provider's fees, except as prescribed under Paragraph 19(d).

(b) The Provider shall be under no obligation to take any action on a Request for Reconsideration until it has received from the Requesting Party the initial fee in accordance with Paragraph 19(a).

(c) If the Provider has not received the fee within ten (10) calendar days of receiving the Request for Reconsideration, then the Provider may terminate the administrative proceeding.

(d) In exceptional circumstances, for example in the event an in-person hearing is held, the Provider shall request the Parties for the payment of additional fees, which shall be established in agreement with the Parties and the Panel.

## **20. Exclusion of liability**

Except in the case of deliberate wrongdoing, neither the Provider nor a Panelist shall be liable to a Party for any act or omission in connection with any administrative proceeding under these Rules.

## **21. Amendments**

The version of these Rules in effect at the time of the submission of the Request for Reconsideration to the Provider shall apply to the administrative proceeding commenced thereby.