DISPUTE RESOLUTION POLICY

Document Classification:

Public

Version Number: 1.0

Issue Date: May 25, 2023

Table of Contents

1. POLICY STRUCTURE AND DEFINITIONS

1.1 POLICY STRUCTURE

This policy document contains the following elements:

- **Purpose**: This section states the purpose of the policy with regards to the PKI Dispute Resolution requirements for NIC.
- **Scope:** This section defines various internal and external entities as well as the people to which the policy statement applies.
- **Policy Statements:** This section describes the PKI dispute resolution policies of NIC.
- **Related Documents:** This section references other related documents, which support or compliment this policy document.
- **Compliance:** This section contains a statement that NIC PKI policies will be complied with and that violations may result in disciplinary action.
- **Waiver Criteria:** This section provides a formal process for obtaining approval for a waiver to a policy. Waivers should only be used in exceptional situations when communicating non-compliance with the policy for a specific period of time.
- **Executor(s):** The person responsible for the implementation of this policy.

1.2 DEFINITIONS

The terms used in this document shall have the meanings as defined in NIC PKI Glossary which can be found at https://ca.nic.gov.sa.

2. PURPOSE

This document details the PKI Dispute Resolution Policy for the National Information Center.

3. SCOPE

This policy covers all participants in the Saudi National PKI.

4. POLICY

Disputes between Digital Trust Service Providers (DTSPs), Subscribers and/or Relying Parties, if not initially resolved by negotiation, shall be administered by the respective CA Policy Authority (CA PA). Where the dispute cannot be resolved by the CA PA, the dispute will be escalated to Digital Government Authority (DGA).

Disputes between a DTSP and NIC shall be administered by the CA Policy Authority and Digital Government Authority (DGA).

4.1 GENERAL RESPONSIBILITIES

CA Policy Authority and Digital Government Authority (DGA) shall be responsible for resolving all claims or disputes arising out of or related to the PKI operation of NIC.

4.2 NEGOTIATION

In the event of any dispute or disagreement between two or more parties ("Dispute Parties") arising out of or pertaining to the Saudi National PKI, the applicable Certificate Policy, PDS or related agreements, the Dispute Parties shall use their best endeavors to resolve the dispute within ordinary negotiations by the responsible persons on the level of their direct relationship by finding an appropriate compromise and to avoid a deadlock arising as a result of the Dispute Parties failing to agree on the respective matter.

For at least thirty (30) days, the parties shall use reasonable endeavors to resolve the dispute.

If any such dispute could not be solved by the responsible persons on the level of the direct relationship between the Dispute Parties, a Dispute Party may give written notice to the other Dispute Party describing the nature of the Dispute, the proposed solution and expressly requesting the other Dispute Party to enter into the Independent Mediation procedure under this provision.

4.3 INDEPENDENT MEDIATION

Upon written agreement to enter mediation, the parties shall use reasonable endeavors to resolve the dispute by using an independent mediator. The mediator must be reasonably acceptable to the parties, but a party shall not unreasonably withhold its consent.

The mediator should possess a verifiable track record of successful mediation, a recognized mediation qualification and appropriate experience and background in PKI and related technologies.

The mediator should not have any interest in the outcome or resolution of the dispute, and should be capable of setting aside any biases in order to act impartially in rendering their services. The Dispute Parties should have a reasonable opportunity to become informed concerning any reasonable basis for challenging the impartiality of the mediator.

Mediators should adhere to high standards of ethical conduct and observe the stated responsibilities of neutrals as established by recognized dispute resolution professional and practice associations, the Courts and bar associations, and local agencies.

Mediators have no decision-making authority and cannot require the Dispute Parties to agree to particular settlement terms or coerce them to settle.

All communications, negotiations, or settlement discussions by and among participants in a mediation or mediation consultation should remain confidential. However, in limited situations, the need for confidentiality may be outweighed by other important factors, such as the requirement to report suspected instances of fraud, or the need to reveal confidential information in order to prevent a criminal act. In situations where it appears likely that an exception to confidentiality may arise, and where in the mediator’s discretion it is reasonable to do so under the circumstances, the mediator should inform the Dispute Parties of these potential exceptions to confidentiality.

The costs of employing the mediator shall be split by the Dispute Parties equally.

If a dispute has not been resolved within thirty (30) days after the written notice beginning the mediation process (or a longer period, if all of the parties involved mutually agree to extend the mediation), or, in the alternative, if mediation does not take place within thirty (30) days after delivery of the notice of intent to mediate, the mediation shall terminate and the dispute will be settled by the arbitration of either the CA PA or Digital Government Authority (DGA).

4.4 CA PA AND DIGITAL GOVERNMENT AUTHORITY

If the Dispute Parties are unable to resolve the dispute using the services of a mediator, it shall be referred to the CA PA or Digital Government Authority (DGA) who will seek to resolve the dispute on an amicable basis.

The members of the CA PA and Digital Government Authority (DGA) shall be of appropriate seniority and possess relevant knowledge and experience to administer the dispute.

The CA PA and Digital Government Authority (DGA) may employ the services of an independent subject matter expert to aide in the settlement of the dispute. The expert shall provide the CA PA or Digital Government Authority (DGA) with an informative and qualified but non-binding legal opinion on the merits of the dispute and the rights and obligations of the Dispute Parties.

The expert's opinion shall be given on a without prejudice basis and shall be private and confidential to the Dispute Parties and the members of the CA PA or Digital Government Authority (DGA).

The CA PA and Digital Government Authority (DGA) shall attempt to resolve the dispute within thirty (30) business days after the first meeting of the CA PA or Digital Government Authority (DGA) has been held by reaching consent about a solution for the dispute between the Dispute Parties.

The decision shall be communicated in writing to the Dispute Parties within ten (10) business days of the decision having been made. The decision shall be confidential to the Dispute Parties.

If no Dispute Party opposes the decision within the "Acceptance Period" of ten (10) business days by written notice to the CA PA or Digital Government Authority (DGA), it will be deemed accepted by them and therefore conclusive and binding for the Dispute Parties. Each of the Dispute Parties undertakes to carry out the decision without undue delay, unless it has duly opposed it. The failure by any of the Dispute Parties to carry out such decision shall be deemed to constitute a material default in respect of an existing Agreement between the Dispute Parties.

The CA PA and Digital Government Authority (DGA) shall have no power to award punitive damages or any other damages not measured by the prevailing party's actual damages, and the Dispute Parties shall waive their right to obtain such damages in arbitration. In no event shall the CA PA and Digital Government Authority (DGA) have power to make an award or impose a remedy that could not be made or imposed by the Courts deciding the matter.

The dispute shall be resolved by resorting to the Courts if;

- Either Dispute Party fails or refuses to agree to or participate (further) in the dispute settlement procedure; or

- Either of the Dispute Parties opposes the decision of the CA PA and Digital Government Authority (DGA); or

- In any event, the dispute is not resolved by this procedure within 90 business days from receipt of the Dispute Notice.

4.5 AGREEMENTS AND CONFIDENTIALITY

All DTSPs will ensure that any agreements they enter into with Relying Parties, Subscribers or other DSPs will include details of NIC PKI Dispute Resolution Policy.

Each CA must ensure that any agreement it enters into provides appropriate dispute resolution procedures equivalent to these.

All aspects of the arbitration shall be treated as confidential. Neither the parties nor the CA PA or Digital Government Authority (DGA) may disclose the existence, contents or results of the arbitration, except as necessary to comply with legal or regulatory requirements.

All negotiations connected with a dispute shall be conducted in absolute confidence and the Dispute Parties shall not divulge details of the negotiations except to their professional advisers. Professional advisers shall also be subject to absolute confidentiality provisions.

5. RELATED DOCUMENTS

- Respective CA CP, PDS and CPS

- Saudi National PKI Policy

- Other NIC Policies and Agreements

6. COMPLIANCE

Compliance with this policy is mandatory and will be reviewed periodically by Digital Trust Governance Department. Violations of NIC policies, standards, and procedures will result in corrective action by NIC management. Disciplinary action will be consistent with the severity of the incident, as determined by an investigation, and may include, but not be limited to:

- Loss of access privileges to information assets.
- Other actions as deemed appropriate by NIC management, Business Support department , and Digital Trust Governance Department.

7. WAIVER CRITERIA

Requested waivers must be formally submitted to NIC, including justification and benefits attributed to the waiver, and must be approved by Digital Certification General Manager. The waiver should only be used in exceptional situations when communicating non-compliance with the policy for a specific period of time (subject to a maximum period of 1 year). At the completion of the time period the need for the waiver should be reassessed and re-approved, if necessary. No policy should be provided waiver for more than three consecutive terms. The waiver should be monitored to ensure its concurrence with the specified period of time and exception. All exceptions to this policy must be communicated through the Policy Waiver Request Form.

8. EXECUTOR(S)

The implementation of this policy is the responsibility of CA PA, Digital Government Authority (DGA), Digital Trust Governance Department and DTSPs PAs.