

ANNEX TO BOARD SUBMISSION NO. 2010-04-22-01

SUBMISSION TITLE: One & Two-Character Domains in Dot-INFO

BACKGROUND & DISCUSSION

Individual Registry Proposals

- ICANN has previously approved requests from several gTLD registries to allocate one and two-character domain names:

Dot-NAME (2006, two-characters at the third-level only, Board approval):

<http://www.icann.org/en/registries/rsep/#2006004>

puntCAT (2007, staff approval of limited release of UA, UB, UV.cat):

<http://www.icann.org/en/registries/rsep/#2007001>

Dot-JOBS (2007, staff approval of limited release of two-character names only):

<http://www.icann.org/en/registries/rsep/#2007002>

Dot-Coop (2007, staff approval of release of go.coop):

<http://www.icann.org/en/registries/rsep/#2007005>

Dot-Pro (2008, staff approval of release of three-character names):

<http://www.icann.org/en/registries/rsep/#2008003>

Dot-Coop (2008, Board approval of one and two-character names):

<http://www.icann.org/en/registries/rsep/#2008005>

Dot-Mobi (2008, Board approval of single character names):

<http://www.icann.org/en/registries/rsep/#2008006>

Dot-BIZ (2008, Board approval of one and two-character names):

<http://www.icann.org/en/registries/rsep/#2008010>

Dot-Mobi (2008, staff approval of two-character names):

<http://www.icann.org/en/registries/rsep/#2008011>

Dot-Pro (2009, Board approval of one, two, remaining three-character names):

<http://www.icann.org/en/registries/rsep/#2009002>

- The Afilias proposal passed through the initial phase of the registry service evaluation process. No security, stability or competition issues were found. The proposed contract amendments were posted for public comment from 18 February to 20 March 2010. Five comments were received, most were supportive of the amendments.
- Staff examined the proposed amendment under a registry change review process, to see if the proposed amendment raised issues that might impact Board consideration.

- a. Is the amendment a substantial change to the Registry Agreement? - No, this is an update to the Schedule of Reserved Names in Appendix 6.
- b. Is the amendment material to ICANN? (e.g., would approving the request have a substantial effect on ICANN or the DNS?) - No
- c. Does the monetary effect of the amendment exceed staff spending limits? - No
- d. Does the decision on the amendment create a new precedent? (Or on the other hand is the amendment similar to previously approved amendments?) - No, the Board approved this for other gTLDs over the past two years (.COOP, .MOBI, .BIZ, .PRO, .CAT)
- e. Would approval of the amendment substantially affect the security and stability of DNS operations as defined in the Registry Services Evaluation Process (see <http://www.icann.org/en/registries/rsep/rsep.html>)? - No
- f. Would approval of the amendment substantially affect third parties? - No.

The staff recommendation is that the proposed service and amendment is generally non-controversial and has been offered by other existing gTLD registries. Afilias intends to follow a Phased Allocation process for the introduction of one and two-character domain names, similar to processes approved for Neustar and RegistryPro, and identical to the process approved for Afilias in May 2009 for the Phased Equitable Reallocation of Non-Compliant Sunrise Names, <http://www.icann.org/en/minutes/prelim-report-21may09.htm>.

[Insert]

Proposed Contract Amendment

Old Text in dot-INFO Agreement Appendix 6
B. Additional Second-Level Reservations. In addition, the following names shall be reserved at the second level: <ul style="list-style-type: none"> • All single-character labels. • All two-character labels shall be initially reserved. The reservation of a two-character label string shall be released to the extent that the Registry reaches agreement with the government and country-code manager, or the ISO 3166 maintenance agency, whichever appropriate. The Registry may also propose release of these reservations based on its implementation of measures to avoid confusion with the corresponding country codes.
Proposed New Text in dot-INFO Agreement Appendix 6
B. Additional Second-Level Reservations. In addition, the following names shall be reserved at the second level:

- All single and two-character labels that were previously reserved by the Registry in the Registry Agreement may be allocated through ICANN-accredited registrars, based upon implementation of a phased allocation program as further set forth in Appendix 7.

Proposed New Text in dot-INFO Agreement Appendix 7

Dot-INFO Single and Two Character Phased Allocation Program (“Phased Allocation Program”). The domain names included within the scope of the Phased Allocation Program shall be limited to single and two-character dot-INFO domain names. Registry Operator reserves the right to not allocate all single and two-character dot-INFO domain names.

Pursuant to the Phased Allocation Program, Registry Operator may elect to allocate the domain names via the following processes: 1) request for proposals based on evaluation criteria, 2) auction, or 3) first come, first served registration. The domain names allocated via the Phased Allocation Program are an exception to the Maximum Service Fee described in Section 7.3(a) of the dot-INFO Registry Agreement.

Revenue derived from the Phased Allocation Program will be considered in the calculation of the average annual price of registrations for purposes of Section 7.2(a).

For the reasons set forth below, ICANN staff believes that the Afilias proposal and amendment should be approved.

Discussion of Issues

1. ICANN conducted the threshold security, stability and competition review on the proposed service, and did not identify any significant issues.

In order to proceed with implementation, Afilias was advised that an amendment to Appendix 6 and 7 of the dot-INFO Agreement should be made to provide for the release of one and two-character domain names via a Phased Allocation process. Afilias agreed to proceed with the amendment in order to implement the Phased Allocation process, and provided ICANN staff with a proposed amendment to the dot-INFO Registry Agreement.

2. The release of one and two-character domain names does not require a substantial change to the dot-INFO registry agreement.

Implementation of the proposed RFP process only requires a modification to the Schedule of Reserved Names in Appendix 6 and addition of the Phased Allocation Program for One and Two-Character Domain Names in Appendix 7, in order to permit

Afilias to release one and two-character domain names. The amendment does not have a substantial impact on ICANN or the DNS, as registrars currently facilitate the registration of one and two-character names in other gTLDs (.COOP, .MOBI, .BIZ, .PRO, .JOBS, .CAT). This would permit Afilias to make one and two-character domain names available as other gTLD registries have been able to do, such as DotCoop, dotMobi, Neustar, RegistryPro and puntCAT. ICANN previously approved a Phased Allocation process for Afilias for Sunrise names in May 2009, see <http://www.icann.org/en/minutes/prelim-report-21may09.htm>.

3. Allocation of one and two-character domain names was previously approved by the Board for a gTLD registry.

The ICANN Board has previously approved requests by gTLD registries to release and allocate one and two-character domain names, such as requests by .NAME to release two-character domains at the third level and requests from DotCoop, dotMobi, Neustar and RegistryPro.

4. The GNSO Reserved Names Working Group opened the door to new allocation mechanisms for one and two-character domain names.

There has been significant bottom-up discussion in the community on single-character second-level domain names (SC SLDs) and potential allocation mechanisms. In May 2007, a multi-stakeholder working group of the GNSO Council recommended that single-character domain names “be released at the second-level in future gTLDs and that those currently reserved in existing gTLDs should be released. This release should be contingent upon the use of appropriate allocation frameworks.” The RN WG final report is located at <http://gnso.icann.org/issues/new-gtlds/final-report-rn-wg-23may07.pdf>.

For two years, community feedback has been received on an ICANN SC SLD Allocation Framework¹ and on proposals from gTLD registries such as DotCoop, dotMobi, NeuStar and RegistryPro. The Allocation Framework notes that it is up to gTLD registries to propose the mechanism of allocation for SC SLDs, but that the

¹ SC SLD Allocation Framework, <http://www.icann.org/en/registries/rsep/proposed-scsld-allocation-framework-13jun08.htm>.

mechanism should be fair. RFPs are a fair and efficient method of allocating domain names.

Consultations Undertaken

gTLD registry staff consulted with the Office of General Counsel on the competition check, and with internal Security and Services experts on the proposed service. The results of the internal discussion were that there were no significant security, stability or competition issues with the proposed service.

Potential objections and proposed responses

Five public comments were received during the comment period, which ran from 18 February to 20 March 2010. The comments were primarily supportive of the amendments for Afilias, see <http://forum.icann.org/lists/info-scsld-amendment/msg00005.html>.

Resource implications – there are no anticipated resource implications for ICANN with the introduction of this service by Afilias.

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Annex to 2010-04-22-02 Redelegation Tanzania - report- 274298

ANNEX TO ICANN BOARD SUBMISSION NO. 2010-04-22-02

TITLE:

Redelegation of the .TZ domain representing the United Republic of Tanzania to Tanzania Network Information Centre Ltd.

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¹ The term IANA is used throughout this document to refer to the department within ICANN that performed the IANA functions.

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Annex to 2010-04-22-02 Redelegation Tanzania - enclosures

**Draft Public Report —
Redelegation of the .TZ domain representing the United
Republic of Tanzania to Tanzania Network Information Centre
Ltd.**

ICANN has received a request to redelegate the .TZ domain, a country-code top-level domain representing the United Republic of Tanzania, to Tanzania Network Information Centre Limited. ICANN Staff have assessed the request, and provide this report for the ICANN Board of Directors to consider.

FACTUAL INFORMATION

Country

The “TZ” ISO 3166-1 code is designated for use to represent the United Republic of Tanzania (hereinafter, “Tanzania”), a country located in eastern Africa with a population of approximately 41 million people.

Chronology of events

In 1993 and 1994, Prof. Beda Mutagahwa of the University of Dar es Salaam, Bill Sangiwa and Kitalima Babula attended international Internet conferences, and met with Randy Bush — an Internet pioneer with an interest in introducing Internet capacity building in developing nations. Delegation of the .TZ domain was discussed, and was effected through a delegation request conducted in July 1995. At that time, there was no Internet access in Tanzania, so technical operations were conducted outside of the country.

On 14 February 2005, a “National Committee” was formed by the Tanzania Communication Regulatory Authority (TCRA), comprised of over 20 members from Internet Service Providers, Network Operators, individuals and the representatives of the University. This committee was supported by a technical expert group. It analysed the current utilisation of .TZ, alongside the experiences from other select countries, namely Brazil, China, Germany, Kenya and South Africa.

On 9 September 2005, the 2005 Tanzania Communications (Telecommunication Numbering and Electronic Address) Regulations were published under the Tanzania Communications Act 1993. The revised regulations provide that “The [Tanzania Communications Regulatory] Authority shall maintain control of all electronic

communication numbers and addresses and ensure fair and efficient use of them by ... maintaining the national .tz electronic Address and users.”

In July 2006, the TCRA published the findings of the National Committee as “A Report on the .TZ Country-code Top-level Domain Management and Related Issues”. It found that “having in place a formally established entity representing the entire Internet community in the country” was best practice. It recommended that a non-profit limited company be established, whose sole purpose would be to “control, manage and operate” the .TZ domain. Membership of this organisation would be comprised solely of TCRA, and the Tanzania Internet Service Providers Association (TISPA). TISPA is an association of major ISPs operating in Tanzania, as well as being operator of the Tanzania Internet Exchange in Dar es Salaam.

To fulfil this recommendation, the Tanzania Network Information Centre Limited (hereinafter, “TZNIC”) was incorporated in Tanzania on 16 November 2006. It was later registered for taxation purposes within Tanzania on 20 October 2008.

TZNIC has stated that in the following years, a number of preparatory activities were conducted such as obtaining Internet number resource allocations, redundant network connectivity, reliable power supplies, registry systems and so forth.

On 10 August 2009, TZNIC stated that they completed transfer of .TZ management from University of Dar Es Salaam to themselves. The transfer was not authorised, as such transfer had not been approved by the ICANN redelegation procedure.

On 19 October 2009, TZNIC wrote to the current technical contact for .TZ, Randy Bush, advising that they intend to lodge a request to redelegate the .TZ domain. In this request, they asked that rip.psg.com — the authoritative name server for .TZ operated by Mr Bush — as well as sunic.sunet.se remain authoritative for the .TZ domain following redelegation.

On 23 October 2009, TZNIC submitted a request to ICANN for redelegation of the .TZ domain.

Proposed Sponsoring Organisation and Contacts

The proposed sponsoring organisation is Tanzania Network Information Centre Limited, a not-for-profit organisation located at New Bagamoyo Road, LAPF Millenimum Towers, Suite #4, Ground Floor, Dar Es Salaam, Tanzania.

The proposed administrative contact is Abibu Ntahigiye, the Manager of Tanzania Network Information Centre. The administrative contact is understood to be based in Tanzania.

The proposed technical contact is Simon Balthazar, the Technical Officer of Tanzania Network Information Centre.

EVALUATION OF THE REQUEST

String Eligibility

The top-level domain “TZ” is eligible for delegation under ICANN policy, as it is the assigned ISO 3166-1 two-letter code representing the country Tanzania.

Public Interest

The National Committee that concluded with the TZNIC model under consideration had representation from a diverse number of Internet community representatives. Specific endorsement of the actual request before ICANN has only been by the joint members of TZNIC, being TISPA and TCRA.

The Government of Tanzania has been involved in the process of conceiving TZNIC. The proposed sponsoring organisation was co-founded by the TCRA, which supports this redelegation request. Additionally, the Permanent Secretary of the Ministry of Communications, Science and Technology has written in support of redelegation to TZNIC, and designating the TCRA as its point of contact.

The application is consistent with known applicable local laws in Tanzania.

The proposed sponsoring organisation undertakes to continue to operate the domain in a fair and equitable manner, through policy that is published on its website.

Based in country

The proposed sponsoring organisation is constituted in Tanzania. The proposed administrative contact is understood to be resident in Tanzania. Significant operations will be conducted in the country, and the registry data is locally backed-up and recoverable within Tanzania.

Stability

The request is deemed uncontested, with the current sponsoring organisation consenting to the transfer.

Competency

The proposed sponsoring organisation has provided details on its operational and technical plans regarding .TZ operation. Parts of these plans have been specified as the conclusion in the report of the National Committee.

The organisation is comprised of two members — the government regulator TCRA, and the private sector organisation TISPA. The organisation also has a Policy Advisory Committee, comprised of four representatives of each of the two members.

The registry technical platform is based on the Free Registry for Enum and Domains, an open source software platform, deployed on a UNIX-based platform. The registry has diverse Internet connectivity, along with globally diverse authoritative name servers for the .TZ zone.

EVALUATION PROCEDURE

The Internet Corporation for Assigned Names and Numbers (ICANN) is tasked with managing the Domain Name System root zone as part of a set of functions governed by a contract with the U.S. Government. This includes managing the delegations of top-level domains.

A subset of top-level domains are designated for the local Internet communities in countries to operate in a way that best suits their local needs. These are known as country-code top-level domains, and are assigned by ICANN to responsible trustees (known as “Sponsoring Organisations”) who meet a number of public-interest criteria for eligibility. These criteria largely relate to the level of support the trustee has from their local Internet community, their capacity to ensure stable operation of the domain, and their applicability under any relevant local laws.

Through an ICANN department known as the Internet Assigned Numbers Authority (IANA), requests are received for delegating new country-code top-level domains, and re delegating or revoking existing country-code top-level domains. An investigation is performed on the circumstances pertinent to those requests, and, when appropriate, the requests are implemented. Decisions on whether to implement requests are made by the ICANN Board of Directors, taking into account ICANN’s core mission of ensuring the stable and secure operation of the Internet’s unique identifier systems.

Purpose of evaluations

The evaluation of eligibility for country-code top-level domains, and of evaluating responsible trustees charged with operating them, is guided by a number of principles. The objective of the assessment is that the action enhances the secure and stable operation of the Internet’s unique identifier systems. The evolution of the principles has been documented in

“Domain Name System Structure and Delegation” (RFC 1591), “Internet Domain Name System Structure and Delegation” (ICP-1), and other informational memoranda.

In considering requests to delegate or redelegate country-code top-level domains, input is sought regarding the proposed Sponsoring Organisation, as well as from persons and organisations that may be significantly affected by the change, particularly those within the nation or territory to which the ccTLD is designated.

The assessment is focussed on the capacity for the proposed sponsoring organisation to meet the following criteria:

- The domain should be operated within the country, including having its sponsoring organisation and administrative contact based in the country.
- The domain should be operated in a way that is fair and equitable to all groups in the local Internet community.
- Significantly interested parties in the domain should agree that the prospective trustee is the appropriate party to be responsible for the domain, with the desires of the national government taken very seriously.
- The domain must be operated competently, both technically and operationally. Management of the domain should adhere to relevant technical standards and community best practices.
- Risks to the stability of the Internet addressing system must be adequately considered and addressed, particularly with regard to how existing identifiers will continue to function.

Method of evaluation

To assess these criteria, information is requested from the applicant regarding the proposed sponsoring organisation and method of operation. In summary, a request template is sought specifying the exact details of the delegation being sought in the root zone. In addition, various documentation is sought describing: the views of the local internet community on the application; the competencies and skills of the trustee to operate the domain; the legal authenticity, status and character of the proposed trustee; and the nature of government support for the proposal. The view of any current trustee is obtained, and in the event of a re-delegation, the transfer plan from the previous sponsoring organisation to the new sponsoring organisation is also assessed with a view to ensuring ongoing stable operation of the domain.

After receiving this documentation and input, it is analysed in relation to existing root zone management procedures, seeking input from parties both related to as well as independent of the proposed sponsoring organisation should the information provided in the original application be deficient. The applicant is given the opportunity to cure any deficiencies before a final assessment is made.

Once all the documentation has been received, various technical checks are performed on the proposed sponsoring organisation's DNS infrastructure to ensure name servers are properly configured and are able to respond to queries for the top-level domain being requested. Should any anomalies be detected, IANA staff will work with the applicant to address the issues.

Assuming all issues are resolved, an assessment is compiled providing all relevant details regarding the proposed sponsoring organisation and its suitability to operate the top-level domain being requested. This assessment is submitted to ICANN's Board of Directors for its determination on whether to proceed with the request.

Annex to 2010-04-22-03 Renewal of DotPro Registry Agreement

ANNEX TO BOARD SUBMISSION NO. 2010-04-22-03

SUBMISSION TITLE: .PRO Renewal Registry Agreement

The purpose of this annex and its associated appendices is to:

- briefly outline the history of discussions between ICANN and Registry Services Corporation (dba RegistryPro),
- highlight certain areas of the proposed .PRO Registry Agreement (the “Agreement”) that vary from its current .PRO Registry Agreement (the “Current Agreement”) or other recently approved restricted/un-sponsored Registry Agreements, and
- provide information the Board may use in its consideration of the Agreement.

Accordingly, Part 1 of this annex contains a brief summary of the negotiation process. Part 2 of this annex summarizes the deviations from the Current Agreement or other recently approved restricted/un-sponsored Registry Agreements. Parts 3-6 of this annex summarize other pertinent information to inform the Board during its consideration of the Agreement. Appendices 1 through 3 provide the following, respectively: history of negotiation, summary of public comments, and the Agreement.

1. Background - Summary of Negotiation Process

RegistryPro, Inc. (the previous Registry Operator) applied for the .PRO gTLD during the 2000 proof-of-concept round of new gTLDs and the Current Agreement was approved on 3 May 2002. On 18 February 2004, the ICANN Board approved the reassignment of .PRO from RegistryPro, Inc. to Registry Services Corporation (dba RegistryPro).

RegistryPro engaged ICANN in 2009 to commence the negotiation process for renewal of the Current Agreement. And, in early 2010 RegistryPro and ICANN reached an agreement in principle on the terms of the Agreement.

2. Discussion of Issues – Summary of Deviations

There are two pertinent deviations between the Agreement, the Current Agreement and other recently approved restricted/un-sponsored Registry Agreements, and set forth below is a brief summary of them.

1. The current .PRO Registry Agreement (see Section 3.5.3 below) does not have a prohibition against cross-ownership of registry and registrar functions within the same operating entity (as was the practice at the time that agreement was signed). Currently, RegistryPro has two ICANN-accredited registrar sister companies (Domain People and Hostway Services, Inc.) and all three entities are wholly owned subsidiaries of Hostway Corp. As such, while the lines around ownership among the three entities may be clear, the issue of direct or indirect control is less apparent.

The issue of registry/registrar cross-ownership is the subject of an ongoing GSNO policy development process and is being discussed as an implementation detail of the new gTLD program implementation plan. It would not be fair or correct to RegistryPro to delay renewal of their registry agreement until registry/registrar cross-ownership work has completed. Proposed language (See Section 7.1(c) below) is supported by both ICANN and Hostway Corp. – it includes ownership and control restrictions from the effective date of the new .PRO agreement and also acknowledges the ongoing relationship in the two affiliated registrars.

- a. Current: Section 3.5.3 of the current .PRO agreement provides that: *Registry Operator shall not act as a registrar with respect to the Registry TLD. This shall not preclude Registry Operator from registering names within the domain of the Registry TLD in compliance with Subsection 3.6. This also shall not preclude an affiliate of Registry Operator from acting as a registrar with respect to the Registry TLD, provided that Registry Operator complies with the provisions of Subsections 3.5.4 and 3.5.5.*
 - b. Proposed: Section 7.1(c) of the proposed .PRO agreement provides that: *Restrictions on Acquisition of Ownership or Controlling Interest in Registrar. Registry Operator shall not acquire, directly or indirectly, control of, or a greater than fifteen percent ownership interest in, any ICANN-accredited registrar; provided, however that any ownership or controlling interest in any ICANN-accredited registrar as of the date of this Agreement held by Registry Operator or any of its affiliates shall not be in violation of this Section.*
2. The current Agreement, and specifically Appendices F and L, reference that registry operator will require ICANN-accredited registrars to provide digital certificates and other

digital security services associated with each domain name. Further, registered names will be verified and periodically re-verified and will be signed by digital credentials (e.g., license number of certifying organization) in the registry database. RegistryPro will continue this process of verifying that registrants meet the registration restrictions defined in the proposed Appendix 11. RegistryPro has requested (and ICANN supports) eliminating the requirement for ICANN-accredited registrars to provide digital certificates for a number of reasons:

- a. The requirement to make digital certificates available does not enhance the security, stability or reliability of .PRO or for their registrants;
- b. There has been almost no demand for certificates. Of the nearly 40,000 .PRO registrations, just 150 registrants have purchased a digital certificate;
- c. The requirement has been reported by RegistryPro to be administratively burdensome to Registrars that are bound by the RRA to offer a certificate with each .PRO name;
- d. The market for certificates has opened up significantly since 2002 resulting in the availability of digital certificates from many sources and at low prices; and,
- e. RegistryPro has reported it is required to pay a burdensome fixed annual fee for little or no benefit to registrants to a third party certificate provider, regardless of certificate volume, in addition to a charge for each certificate ordered and this expense is a financial burden to .PRO.

3. Key Stakeholders and Positions

- a. **ICANN** – ICANN supports this agreement, including the two amendments described above. RegistryPro has been operating the TLD since 2004. In 2008 it sought and received approval for a number of contract amendments (see <http://www.icann.org/en/announcements/announcement-14mar08.htm>), to expand the classes of names available for registration and to introduce a Terms of Use (TOU) requirement intended to protect the restricted nature of the TLD. Since approval of the amendments, .PRO has experienced a 500% growth in registrations from under 9,000 to now more than 40,000. It's in the interest of ICANN, in order to protect registrants and to promote confidence in the gTLD registry marketplace, to ensure the ongoing operation of .PRO and this Agreement will support those desired outcomes.

- b. RegistryPro** – The Current Agreement is due to expire on 27 May 2010 and the registry operator is eager to move forward with the renewal process.
- c. .PRO Registrars** – With the introduction of the contract amendments in 2008, RegistryPro attracted and gained a number of new registrars who were interested in promoting the TLD and who since then have accepted approximately 31,000 new registrations. Registrars seem keen in continuing to promote .PRO.

4. Consultations undertaken/results (internal or external)

- a. Internal** – The services and legal teams have worked closely together and with the support of expert outside counsel to develop the Agreement.
- b. External** - ICANN commenced a public comment period on the Agreement and Appendices on 9 March 2010. The summary of public comments can be viewed in Appendix 2 to this annex.

5. Potential Objections and Proposed Responses

a. Potential Objection: From public comments, there are two responders who raised questions about the reason RegistryPro should not be bound to the terms of its original Registry Agreement. Mr. Kiriko’s commented that, “This is a classic example of a prospective TLD operator promising one thing, failing at what they promised, and then seeking to redo their contracts.” And, Mr. Kinderis commented, “Hostway, the new owner of RegistryPro, knew what they were purchasing when they bought the business and associated contracts. They knew the contract they had inherited. Why is it permissible to have these clauses changed based on their inability to deliver a desirable result?” Mr. Kirikos’ comment suggested that all TLDs should be put out for tender/RFP prior to their expiration. This comment is consistent with remarks he’s previously made during comment periods on other gTLD renewal agreements.

Proposed Response: gTLD registry operators invest significant resources over years of time to establish and build their technical operations, cultivate channel management relationships with their ICANN-accredited Registrars, and promote and market their TLD. .PRO was introduced during the 2000 proof-of-concept round of new gTLDs and it appears much has been learned (e.g., the value of expanding the available Profession-

Specific Second-Level Domains (PS-SLDs)) about its market in the last decade. It is reasonable that registries should be able innovate or modify operations over time in order to respond to evolving market conditions without substantially changing the purpose under which the TLD was granted. The comments Mr. Kirikos made, “That the registry operator knew what they were getting into when they signed their agreements and why is it permissible to have these clauses changed based on their inability to deliver a desirable result” suggests an inflexibility on his part with regard to a registry operator’s ability/need to innovate and change over time. As to the opposition to presumptive renewal, it seems reasonable from a business investment perspective that registry operators would retain the contract to continue management of the TLD provided they are in good standing with ICANN and are operating the TLD in a safe, secure and reliable manner.

b. Potential Objection: The Current Agreement does not have a restriction on registry/registrar cross-ownership and RegistryPro is permitted to own 100% of a registrar. In fact, RegistryPro is currently cross-owned by Hostway Corp. with its two sister registrars – Hostway Services, Inc. and Domain People. There may be some in the community that object to the proposed registry/registrar cross-ownership language given the Board’s recent resolution (see <http://www.icann.org/en/minutes/resolutions-12mar10-en.htm#5>) on vertical integration in new gTLDs and the current GNSO PDP on the same subject. The proposed language effectively “grandfathers” in the two affiliated ICANN-accredited registrars that RegistryPro’s parent company, Hostway Corp., owns and operates as wholly owned subsidiaries.

Proposed Response: When Registry Services Corporation (dba RegistryPro) acquired .PRO in 2004, the Current Agreement (from 3 May 2002) did not contain the registry/registrar cross-ownership restriction. This restriction was introduced in TLD registry agreements following the signing of the .com and .net agreements. Therefore, the fact that RegistryPro has sister companies that are ICANN-accredited registrars does not violate the Current Agreement. Further and as was stated in the posting announcement, “While the lines around ownership among the three entities may be clear, the issue of direct or indirect control is less apparent.” ICANN, with the assistance of outside counsel, crafted the proposed language to include ownership and control restrictions from the effective date of the Agreement and also acknowledges the ongoing relationship in the two affiliated registrars.

6. Resource Implications

The resource requirements for administering .PRO are not any different than under the Current Agreement.

Redacted



- On 9 March 2010, ICANN commenced a public comment period on the Agreement. The comment period concluded on 7 April 2010 with four comments – one seemingly supportive, one opposed and two with an unclear position about support. A summary of these comments are detailed in Appendix 2 to this annex and viewable at <http://forum.icann.org/lists/pro-renewal-2010/msg00004.html>.

Appendix 2

The public comment period on the Agreement was open from 9 March 2010 through 7 April 2010, and during this time the following comments were received:

- a. Adrian Kinderis: It is unclear from Mr. Kinderis' comments whether he supports or opposes the proposed agreement. His comments consisted of a number of questions including inquiring about the name of who prepared the notification and whether it came from ICANN's or RegistryPro's perspective. He further asserted that the notification created bias to the issues being discussed. Mr. Kinderis stated, "Hostway, the new owner of RegistryPro, knew what they were purchasing when they bought the business and associated contracts. They knew the contract they had inherited. Why is it permissible to have these clauses changed based on their inability to deliver a desirable result?" Mr. Kinderis commented that .PRO "was originally a sponsored and closed namespace that has already been diluted considerable." His closing remark was that "ICANN should be careful that is not creating a precedent that future registry operators may call upon."
- b. George Kirikos (Leap of Faith Financial Services Inc.): Mr. Kirikos opposes the renewal agreement and commented that, "This is a classic example of a prospective TLD operator promising one thing, failing at what they promised, and then seeking to redo their contracts. ICANN has allowed this to happen for years, and the time for this to cease is now." Mr. Kirikos' position is the Board should reject the new contract and put out an open tender or Request for Proposal to re-delegate .PRO. The current registry operator could respond to the tender/RFP, but would not receive preference in the process. Mr. Kirikos advocates using a procurement process that would ensure the TLD would be awarded to the operator that most benefits consumers/registrars at the lowest cost. He agreed with the comments of Adrian Kinderis in that "the registry operator knew what they were getting into when they signed their agreements. Why is it permissible to have these clauses changed based on their inability to deliver a desirable result?" He remarked that ICANN will not be serving the public interest if it does not tender/RFP .PRO.
- c. Michele Neylon (Blacknight Solutions): Mr. Neylon supports the renewal agreement. He supports removal of the digital certificate requirement. Further, he

commented that the proposed language to address cross-ownership “appears to have been dealt with in a reasonably graceful manner and should not be an obstacle to the renewal of the contract.” He expressed disappointment that registration criteria were not “opened up” more to make it easier for non-US individuals and entities to registry a .PRO domain.

- d. Steve Metalitz: Mr. Metalitz raised a number of questions about the Whois output identified in Appendix 5 and questioned the justification for the reference to the Whois output in the Registrar Accreditation Agreement. In the current .PRO Whois requirement, “Right to Use” information is provided and Mr. Metalitz noted this was absent in the proposed Appendix 5 and questioned whether this will continue to be provided given the registration requirements cited in Appendix 11. Lastly, it was noted that all the documents associated with the renewal should be proof-read in order to clear up inaccurate cross-references.

ICANN Responses to Comments:

1. Proposed responses to Mr. Kinderis’ and Mr. Kirikos’ comments are provided in Part 5 of this annex.
2. Mr. Neylon’s comment did not pose any questions.
3. In follow-up to Mr. Metalitz’s comments, ICANN contacted RegistryPro on 8 April 2010 to understand the source of the discrepancies noted in the comment. ICANN believed these were minor drafting issues and .PRO confirmed this to be true. As a result, the sentence referencing the Whois output fields associated with the Registrar Accreditation Agreement will be deleted. Further, the “Right to Use” data field will be re-inserted to the Appendix where appropriate.

Appendix 3

.PRO Registry Agreement

This REGISTRY AGREEMENT (this "Agreement") is entered into as of _____, 2010 by and between Internet Corporation for Assigned Names and Numbers, a California nonprofit public benefit corporation ("ICANN"), and Registry Services Corporation (dba RegistryPro), a Nevada corporation.

ARTICLE 1 INTRODUCTION

Section 1.1 Effective Date. The Effective Date for purposes of this Agreement shall be _____, 2010.

Section 1.2 Top-Level Domain. The Top-Level Domain to which this Agreement applies is .pro ("TLD").

Section 1.3 Designation as Registry Operator. Upon the Effective Date, until the Expiration Date as defined in Section 4.1 hereof, ICANN shall continue to designate Registry Services Corporation as the sole registry operator for the TLD ("Registry Operator").

ARTICLE 2 REPRESENTATIONS AND WARRANTIES

Section 2.1 Registry Operator's Representations and Warranties.

2. 1(a) Organization; Due Authorization and Execution. Registry Operator is a corporation, duly organized, validly existing and in good standing under the laws of the State of Nevada, and Registry Operator has all requisite power and authority to enter into this Agreement. All corporate approvals and actions necessary for the entrance by Registry Operator into this Agreement have been obtained and this Agreement has been duly and validly executed and delivered by Registry Operator.

Section 2.2 ICANN's Representations and Warranties.

2. 2(a) Organization; Due Authorization and Execution. ICANN is a nonprofit public benefit corporation duly organized, validly existing and in good standing under the laws of California. ICANN has all requisite corporate power and authority to enter into this Agreement. All corporate approvals and actions necessary for the entrance by ICANN into this Agreement have been obtained and this Agreement has been duly and validly executed and delivered by ICANN.

ARTICLE 3 COVENANTS

Section 3.1 Covenants of Registry Operator. Registry Operator covenants and agrees with ICANN as follows:

3.1(a) Preserve Security and Stability.

3.1(a)(i) ICANN Temporary Specifications or Policies. Registry Operator shall comply with and implement all specifications or policies established by the ICANN Board of Directors on a temporary basis, if adopted by the ICANN Board of Directors by a vote of at least two-thirds of its members, so long as the ICANN Board of Directors reasonably determines that immediate temporary establishment of a specification or policy on the subject is necessary to maintain the stability or security of Registry Services or the DNS ("Temporary Specification or Policies"). Such proposed specification or policy shall be as narrowly tailored as feasible to achieve those objectives. In establishing any specification or policy under this provision, the ICANN Board of Directors shall state the period of time for which the specification or policy is temporarily adopted and shall immediately implement the Consensus Policy development process set forth in ICANN's Bylaws. ICANN shall also issue an advisory statement containing a detailed explanation of its reasons for adopting the temporary specification or policy and why the Board believes the specification or policy should receive the consensus support of Internet stakeholders. If the period of time for which the specification or policy is adopted exceeds 90 days, the ICANN Board shall reaffirm its temporary adoption every 90 days for a total period not to exceed one year, in order to maintain such policy in effect until such time as it shall become a Consensus Policy as described in Section 3.1(b) below. If during such one year period, the temporary policy or specification does not become a Consensus Policy meeting the standard set forth in Section 3.1(b) below, Registry Operator shall no longer be required to comply with or implement such temporary policy or specification.

3.1(b) Consensus Policies.

3.1(b)(i) At all times during the term of this Agreement and subject to the terms hereof, Registry Operator will fully comply with and implement all Consensus Policies found at <http://www.icann.org/general/consensus-policies.htm>, as of the Effective Date and as may in the future be developed and adopted in accordance with ICANN's Bylaws and as set forth below.

3.1(b)(ii) "Consensus Policies" are those specifications or policies established (1) pursuant to the procedure set forth in ICANN's Bylaws and due process, and (2) covering those topics listed in Section 3.1(b)(iv) below. The Consensus Policy development process and procedure set forth in ICANN's Bylaws may be revised from time to time in accordance with ICANN's Bylaws, and any Consensus Policy that is adopted through such a revised process and covering those topics listed in Section 3.1(b)(iv) below shall be considered a Consensus Policy for purposes of this Agreement.

3.1(b)(iii) For all purposes under this Agreement, the policies identified at <http://www.icann.org/general/consensus-policies.htm> shall be treated in the same manner and have the same effect as "Consensus Policies."

3.1(b)(iv) Consensus Policies and the procedures by which they are developed shall be designed to produce, to the extent possible, a consensus of Internet stakeholders, including the operators of gTLDs. Consensus Policies shall relate to one or more of the following: (1) issues for which uniform or coordinated resolution is reasonably necessary to facilitate interoperability, security and/or stability of the Internet or DNS; (2) functional and performance specifications for the provision of Registry Services (as defined in Section 3.1(d)(iii) below); (3) security and stability of the registry database for the TLD; (4) registry policies reasonably necessary to implement Consensus Policies relating to registry operations or registrars; or (5) resolution of disputes regarding the registration of domain names (as opposed to the use of such domain names). Such categories of issues referred to in the preceding sentence shall include, without limitation:

3.1(b)(iv)(A) principles for allocation of registered names in the TLD (e.g., first-come, first-served, timely renewal, holding period after expiration);

3.1(b)(iv)(B) prohibitions on warehousing of or speculation in domain names by registries or registrars;

3.1(b)(iv)(C) reservation of registered names in the TLD that may not be registered initially or that may not be renewed due to reasons reasonably related to (a) avoidance of confusion among or misleading of users, (b) intellectual property, or (c) the technical management of the DNS or the Internet (e.g., establishment of reservations of names from registration);

3.1(b)(iv)(D) maintenance of and access to accurate and up-to-date information concerning domain name registrations.

3.1(b)(iv)(E) procedures to avoid disruptions of domain name registration due to suspension or termination of operations by a registry operator or a registrar, including procedures for allocation of responsibility for serving registered domain names in a TLD affected by such a suspension or termination; and

3.1(b)(iv)(F) resolution of disputes regarding whether particular parties may register or maintain registration of particular domain names.

3.1(b)(v) In addition to the other limitations on Consensus Policies, they shall not:

3.1(b)(v)(A) prescribe or limit the price of Registry Services;

3.1(b)(v)(B) modify the terms or conditions for the renewal or termination of this Agreement;

3.1(b)(v)(C) modify ICANN's obligations to Registry Operator under Section 3.2 (a), (b), and (c);

3.1(b)(v)(D) modify the limitations on Temporary Specifications or Consensus Policies; or

3.1(b)(v)(E) modify the terms of Sections 7.2 below.

3.1(b)(vi) Registry Operator shall be afforded a reasonable period of time following notice of the establishment of a Consensus Policy or Temporary Specifications or Policies in which to comply with such policy or specification, taking into account any urgency involved. In the event of a conflict between Registry Services (as defined in Section 3.1(d)(iii) below), on the one hand, and Consensus Policies developed in accordance with this Section 3.1(b) or any Temporary Specifications or Policies established pursuant to Section 3.1(a)(i) above, on the other hand, the Consensus Policies or Temporary Specifications or Policies shall control, notwithstanding any other provisions contained within this Agreement.

3. 1(c) Handling of Registry Data.

3.1(c)(i) Data Escrow. Registry Operator shall establish at its expense a data escrow or mirror site policy for the Registry Data compiled by Registry Operator. Registry Data, as used in this Agreement, shall mean the following: (1) data for domains sponsored by all registrars, consisting of domain name, server name for each nameserver, registrar id, updated date, creation date, expiration

date, status information, and DNSSEC DS data (if Registry Operator implements DNSSEC); (2) data for nameservers sponsored by all registrars consisting of server name, each IP address, registrar id, updated date, creation date, expiration date, and status information; (3) data for registrars sponsoring registered domains and nameservers, consisting of registrar id, registrar address, registrar telephone number, registrar e-mail address, whois server, referral URL, updated date and the name, telephone number, and e-mail address of all the registrar's administrative, billing, and technical contacts; (4) domain name registrant data collected by the Registry Operator from registrars as part of or following registration of a domain name; and (5) DNSSEC resource records in the zone (if Registry Operator implements DNSSEC).

The escrow agent or mirror-site manager, and the obligations thereof, shall be mutually agreed upon by ICANN and Registry Operator on commercially reasonable standards that are technically and practically sufficient to allow a successor registry operator to assume management of the TLD. To this end, Registry Operator shall periodically deposit into escrow all Registry Data on a schedule (not more frequently than weekly for a complete set of Registry Data, and daily for incremental updates) and in an electronic format mutually approved from time to time by Registry Operator and ICANN, such approval not to be unreasonably withheld by either party. In addition, Registry Operator will deposit into escrow that data collected from registrars as part of offering Registry Services introduced after the Effective Date of this Agreement. The schedule, content, format, and procedure for escrow deposits shall be as reasonably established by ICANN from time-to-time, and as set forth in Appendix 1 hereto. Changes to the schedule, content, format, and procedure may be made only with the mutual written consent of ICANN and Registry Operator (which neither party shall unreasonably withhold) or through the establishment of a Consensus Policy as outlined in Section 3.1(b) above. The escrow shall be held under an agreement, substantially in the form of Appendix 2, as the same may be revised from time to time, among ICANN, Registry Operator, and the escrow agent.

3.1(c)(ii) Personal Data. Registry Operator shall notify registrars sponsoring registrations in the registry for the TLD of the purposes for which Personal Data (as defined below) submitted to Registry Operator by registrars, if any, is collected, the intended recipients (or categories of recipients) of such Personal Data, and the mechanism for access to and correction of such Personal Data. Registry Operator shall take reasonable steps to protect Personal Data from loss, misuse, unauthorized disclosure, alteration or destruction. Registry Operator shall not use or authorize the use of Personal Data in a way that is incompatible with the notice provided to registrars. "Personal Data" shall refer to all data about any identified or identifiable natural person.

3.1(c)(iii) Bulk Zone File Access. Registry Operator shall provide bulk access to the zone files for the registry for the TLD to ICANN on a continuous basis in the manner ICANN may reasonably specify from time to time. Bulk access to the zone files shall be provided to third parties on the terms set forth in the TLD zone file access agreement reasonably established by ICANN, which initially shall be in the form attached as Appendix 3 hereto. Changes to the zone file access agreement may be made upon the mutual written consent of ICANN and Registry Operator (which consent neither party shall unreasonably withhold).

3.1(c)(iv) Monthly Reporting. Within 20 days following the end of each calendar month, Registry Operator shall prepare and deliver to ICANN a report providing such data and in the format specified in Appendix 4. ICANN may audit Registry Operator's books and records relating to data contained in monthly reports from time to time upon reasonable advance written notice, provided that such audits shall not exceed one per quarter. Any such audit shall be at ICANN's cost, unless such audit shall reflect a material discrepancy or discrepancies in the data provided by Registry Operator. In the latter event, Registry Operator shall reimburse ICANN for all reasonable costs and

expenses associated with such audit, which reimbursement shall be paid together with the next Registry-Level Fee payment due following the date of transmittal of the cost statement for such audit.

3.1(c)(v) Whois Service. Registry Operator shall provide such whois data as set forth in Appendix 5.

3.1(d) Registry Operations.

3.1(d)(i) Registration Restrictions. Registry Operator shall reserve, and not register any TLD strings (i) appearing on the list of reserved TLD strings attached as Appendix 6 hereto or (ii) located at <http://data.iana.org/TLD/tlds-alpha-by-domain.txt> for initial (i.e., other than renewal) registration at the second level within the TLD.

3.1(d)(ii) Functional and Performance Specifications. Functional and Performance Specifications for operation of the TLD shall be as set forth in Appendix 7 hereto, and shall address without limitation DNS services; operation of the shared registration system; and nameserver operations. Registry Operator shall keep technical and operational records sufficient to evidence compliance with such specifications for at least one year, which records ICANN may audit from time to time upon reasonable advance written notice, provided that such audits shall not exceed one per quarter. Any such audit shall be at ICANN's cost.

3.1(d)(iii) Registry Services. Registry Services are, for purposes of this Agreement, defined as the following: (a) those services that are both (i) operations of the registry critical to the following tasks: the receipt of data from registrars concerning registrations of domain names and name servers; provision to registrars of status information relating to the zone servers for the TLD; dissemination of TLD zone files; operation of the registry zone servers; and dissemination of contact and other information concerning domain name server registrations in the TLD as required by this Agreement; and (ii) provided by the Registry Operator for the .pro registry as of the Effective Date as set forth in Appendix 9; (b) other products or services that the Registry Operator is required to provide because of the establishment of a Consensus Policy (as defined in Section 3.1(b) above); (c) any other products or services that only a registry operator is capable of providing, by reason of its designation as the registry operator; and (d) material changes to any Registry Service within the scope of (a), (b) or (c) above.

3.1(d)(iv) Process for Consideration of Proposed Registry Services. Registry Operator must notify ICANN prior to implementing any new Registry Operator Service, or making any material modification to a Registry Operator Service, in conformance with the procedure detailed at <http://www.icann.org/registries/rsep/rsep.html>. Following such written notification by Registry Operator to ICANN that Registry Operator may make a change in a Registry Operator Service within the scope of the preceding paragraph that may relate to security or stability issues, including Internet interoperability, ICANN will follow the procedure detailed at <http://www.icann.org/registries/rsep/rsep.html>.

3.1(e) Fees and Payments. Registry Operator shall pay the Registry-Level Fees to ICANN on a quarterly basis in accordance with Section 7.2 hereof.

3.1(f) Cooperation. The parties agree to cooperate with each other and share data as necessary to accomplish the terms of this Agreement.

3.1(g) Registration Restrictions. Registry Operator shall apply, monitor, and enforce the restrictions on registration in the Registry TLD. Appendix 11 sets forth the restrictions to be applied and sets forth the manner by which these restrictions shall be applied, monitored, and enforced. Changes to the restrictions may be made only with the mutual written consent of ICANN and Registry Operator (which neither party shall unreasonably withhold).

Section 3.2 Covenants of ICANN. ICANN covenants and agrees with Registry Operator as follows:

3.2(a) Open and Transparent. Consistent with ICANN's expressed mission and core values, ICANN shall operate in an open and transparent manner.

3.2(b) Equitable Treatment. ICANN shall not apply standards, policies, procedures or practices arbitrarily, unjustifiably, or inequitably and shall not single out Registry Operator for disparate treatment unless justified by substantial and reasonable cause.

3.2(c) TLD Nameservers. ICANN will use commercially reasonable efforts to ensure that any changes to the TLD nameserver designations submitted to ICANN by Registry Operator (in a format and with required technical elements specified by ICANN at <http://www.iana.org/domains/root/> will be implemented by ICANN within seven days or as promptly as feasible following technical verifications.

3.2(d) Root-zone Information Publication. ICANN's publication of root-zone contact information for the Registry TLD will include Registry Operator and its administrative and technical contacts. Any request to modify the contact information for the Registry Operator must be made in the format specified from time to time by ICANN at <http://www.iana.org/domains/root/>.

ARTICLE 4 TERM OF AGREEMENT

Section 4.1 Term. The initial term of this Agreement shall expire on _____, 2015.

Section 4.2 Renewal. This Agreement shall be renewed upon the expiration of the term set forth in Section 4.1 for successive terms, unless the following has occurred: (i) following notice of breach to Registry Operator in accordance with Section 6.1 and failure to cure such breach within the time period prescribed in Section 6.1, an arbitrator or court has determined that Registry Operator has been in fundamental and material breach of Registry Operator's obligations set forth in Sections 3.1(a), (b), (d) or (e); Section 5.2 and (ii) following the final decision of such arbitrator or court, Registry Operator has failed to comply within ten days with the decision of the arbitrator or court, or within such other time period as may be prescribed by the arbitrator or court.

Section 4.3 Changes. While this Agreement is in effect, the parties agree to engage in good faith negotiations at regular intervals (at least once every three calendar years following the Effective Date) regarding possible changes to the terms of the Agreement, including to Section 7.2 regarding fees and payments to ICANN. In addition, ICANN shall consider and discuss with Registry Operator other appropriate changes to pricing and related terms under the Agreement in the event ICANN shall obtain further independent data from professional experts providing analysis of the pricing of domain name registrations and competitive market considerations. The failure by Registry Operator to agree to an increase in registry fees or other terms shall not constitute a violation of this provision.

Section 4.4 Failure to Perform in Good Faith. In the event Registry Operator shall have been repeatedly and willfully in fundamental and material breach of Registry Operator's obligations set forth in Sections 3.1(a), (b), (d) or (e); Section 5.2, and arbitrators in accordance with Section 5.1(b) of this Agreement repeatedly have found Registry Operator to have been in fundamental and material breach of this Agreement, including in at least three separate awards, then the arbitrators shall award such punitive, exemplary or other damages as they may believe appropriate under the circumstances.

ARTICLE 5 DISPUTE RESOLUTION

Section 5.1 Resolution of Disputes.

5. 1(a) Cooperative Engagement. Before either party may initiate arbitration pursuant to Section 5.1(b) below, ICANN and Registry Operator, following initiation of good faith communications by either party, must attempt to resolve the dispute by engaging in good faith discussion over a period of at least fifteen (15) calendar days.

5. 1(b) Arbitration. Disputes arising under or in connection with this Agreement, including requests for specific performance, shall be resolved through binding arbitration conducted as provided in this Section 5.1(b) pursuant to the rules of the International Court of Arbitration of the International Chamber of Commerce ("ICC"). The arbitration shall be conducted in the English language and shall occur in Los Angeles County, California, USA only following the failure to resolve the dispute pursuant to cooperative engagement discussions as set forth in Section 5.1(a) above. There shall be three arbitrators: each party shall choose one arbitrator and, if the two arbitrators are not able to agree on a third arbitrator, the third shall be chosen by the ICC. The prevailing party in the arbitration shall have the right to recover its costs and reasonable attorneys' fees, which the arbitrators shall include in their awards. Any party that seeks to confirm or vacate an arbitration award issued under this Section 5.1(b) may do so only pursuant to the applicable arbitration statutes. In any litigation involving ICANN concerning this Agreement, jurisdiction and exclusive venue for such litigation shall be in a court located in Los Angeles County, California, USA; however, the parties shall also have the right to enforce a judgment of such a court in any court of competent jurisdiction. For the purpose of aiding the arbitration and/or preserving the rights of the parties during the pendency of arbitration, the parties shall have the right to seek a temporary stay or injunctive relief from the arbitration panel or a court, which shall not be a waiver of this agreement to arbitrate.

Section 5.2 Specific Performance. Registry Operator and ICANN agree that irreparable damage could occur if any of the provisions of this Agreement was not performed in accordance with its specific terms. Accordingly, the parties agree that they each shall be entitled to seek from the arbitrators specific performance of the terms of this Agreement (in addition to any other remedy to which each party is entitled).

Section 5.3 Limitation of Liability. ICANN's aggregate monetary liability for violations of this Agreement shall not exceed the amount of Registry-Level Fees paid by Registry Operator to ICANN within the preceding twelve-month period pursuant to this Agreement. Registry Operator's aggregate monetary liability to ICANN for violations of this Agreement shall be limited to fees, and monetary penalties, if any, due and owing to ICANN under this Agreement within the preceding twelve-month period. In no event shall either party be liable for special, indirect, incidental, punitive, exemplary, or consequential damages arising out of or in connection with this Agreement or the performance or nonperformance of obligations undertaken in this Agreement, except as provided pursuant to Section 4.4 of this Agreement. EXCEPT AS OTHERWISE

EXPRESSLY PROVIDED IN THIS AGREEMENT, REGISTRY OPERATOR DOES NOT MAKE ANY WARRANTY, EXPRESS OR IMPLIED, WITH RESPECT TO THE SERVICES RENDERED BY ITSELF, ITS SERVANTS, OR ITS AGENTS OR THE RESULTS OBTAINED FROM THEIR WORK, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY, NON-INFRINGEMENT, OR FITNESS FOR A PARTICULAR PURPOSE.

ARTICLE 6 TERMINATION PROVISIONS

Section 6.1 Termination by ICANN. ICANN may terminate this Agreement if and only if: (i) Registry Operator fails to cure any fundamental and material breach of Registry Operator's obligations set forth in Sections 3.1(a), (b), (d) or (e); or Section 5.2 within thirty (30) calendar days after ICANN gives Registry Operator written notice of the breach, which notice shall include with specificity the details of the alleged breach; and (ii) (a) an arbitrator or court has finally determined that Registry Operator is, or was, in fundamental and material breach and failed to cure such breach within the prescribed time period and (b) following the decision of such arbitrator or court, Registry Operator has failed to comply with the decision of the arbitrator or court.

Section 6.2 Bankruptcy. This Agreement shall automatically terminate in the event Registry Operator shall voluntarily or involuntarily be subject to bankruptcy proceedings, and, in the event of involuntary proceedings, such proceedings are not dismissed within 60 days.

Section 6.3 Transition of Registry upon Termination of Agreement. Upon any termination of this Agreement as provided in Sections 6.1 and 6.2, the parties agree to work cooperatively to facilitate and implement the transition of the registry for the TLD in accordance with this Section 6.3. Registry Operator shall agree to provide ICANN or any successor registry authority that may be designated for the TLD with any data regarding operations of the registry for the TLD necessary to maintain operations and registry functions that may be reasonably requested in addition to that data escrowed in accordance with Section 3.1(c)(i) hereof.

Section 6.4 Rights in Data. Registry Operator shall not be entitled to claim any intellectual property rights in Registry Data. In the event that Registry Data is released from escrow as set forth in Section 3.1(c)(i), rights, if any, held by Registry Operator in the data shall automatically be licensed on a non-exclusive, irrevocable, royalty-free, paid-up basis to ICANN or to a party designated in writing by ICANN.

Section 6.5 No Reimbursement. Any and all expenditures, capital investments or other investments made by Registry Operator in connection with this Agreement shall be at Registry Operator's own risk and ICANN shall have no obligation to reimburse Registry Operator for any such expense, capital expenditure or investment. Registry Operator shall not be required to make any payments to a successor registry operator by reason of registry fees paid to Registry Operator prior to the effective date of (i) any termination or expiration of this Agreement or (ii) transition of the registry, unless any delay in transition of the registry to a successor operator shall be due to the actions of Registry Operator.

ARTICLE 7 SPECIAL PROVISIONS

Section 7.1 Registry-Registrar Agreement.

7. 1(a) Access to Registry Services. Registry Operator shall make access to Registry Services, including the shared registration system, available to all ICANN-accredited registrars, subject to the

terms of the Registry-Registrar Agreement attached as Appendix 8 hereto. Registry Operator shall provide all ICANN-accredited registrars following execution of the Registry-Registrar Agreement, provided registrars are in compliance with such agreement, operational access to Registry Services, including the shared registration system for the TLD. Such nondiscriminatory access shall include without limitation the following:

- 7.1(a)(i) All registrars (including any registrar affiliated with Registry Operator, if any) can connect to the shared registration system gateway for the TLD via the Internet by utilizing the same maximum number of IP addresses and SSL certificate authentication;
- 7.1(a)(ii) Registry Operator has made the current version of the registrar toolkit software accessible to all registrars and has made any updates available to all registrars on the same schedule;
- 7.1(a)(iii) All registrars have equivalent access to customer support personnel via telephone, e-mail and Registry Operator's website;
- 7.1(a)(iv) All registrars have equivalent access to registry resources to resolve registry/registrar or registrar/registrar disputes and technical and/or administrative customer service issues;
- 7.1(a)(v) All registrars have equivalent access to data generated by Registry Operator to reconcile their registration activities from Registry Operator's Web and ftp servers;
- 7.1(a)(vi) All registrars may perform basic automated registrar account management functions using the same registrar tool made available to all registrars by Registry Operator; and
- 7.1(a)(vii) The shared registration system does not include, for purposes of providing discriminatory access, any algorithms or protocols that differentiate among registrars with respect to functionality, including database access, system priorities and overall performance.

Such Registry-Registrar Agreement may be revised by Registry Operator from time to time, provided however, that any such revisions must be approved in advance by ICANN.

7.1(b) Registry Operator Shall Not Act as Own Registrar. Registry Operator shall not act as a registrar with respect to the TLD. This shall not preclude Registry Operator from registering names within the TLD to itself through a request made to an ICANN-accredited registrar.

7.1(c) Restrictions on Acquisition of Ownership or Controlling Interest in Registrar. Registry Operator shall not acquire, directly or indirectly, control of, or a greater than fifteen percent ownership interest in, any ICANN-accredited registrar; provided, however that any ownership or controlling interest in any ICANN-accredited registrar as of the date of this Agreement held by Registry Operator or any of its affiliates shall not be in violation of this Section.

Section 7.2 Fees to be Paid to ICANN.

7.2(a) Registry-Level Fee.

7.2(a)(i) Commencing with the Effective Date of the Agreement through 30 June 2011, Registry Operator shall pay ICANN a Registry-Level Fee equal to (i) the Registry Fixed Fee of US\$2,500 per calendar quarter and (ii) the Registry-Level Transaction Fee. The Registry-Level Transaction Fee will be equal to the number of annual increments of an initial or renewal domain name registration (at one or more levels, and including renewals associated with transfers from one ICANN-accredited registrar to another, each a “Transaction”), during the applicable calendar quarter multiplied by US\$0.20, provided, however that the Registry-Level Transaction Fee shall not apply until and unless more than 50,000 domain names are registered in the TLD and shall apply thereafter to each Transaction.

7.2(a)(ii) Commencing on 1 July 2011, the Registry Fixed Fee will be US\$6,250 per calendar quarter and the Registry-Level Transaction Fee will be US\$0.25. The Registry-Level Transaction Fee shall not apply until and unless more than 50,000 domain names are registered in the TLD and shall apply thereafter to each Transaction.

7.2(b) Payment Schedule. Registry Operator shall pay the Registry-Level Fee specified in Section 7.2(a) and Section 7.2(c), if applicable, by the 20th day following the end of each calendar quarter (i.e., on April 20, July 20, October 20 and January 20 for the calendar quarters ending March 31, June 30, September 30 and December 31) of the year to an account designated by ICANN.

7.2(c) Variable Registry-Level Fee. For fiscal quarters in which ICANN does not collect a variable accreditation fee from all registrars, upon receipt of written notice from ICANN, Registry Operator shall pay ICANN a Variable Registry-Level Fee. The fee will be calculated by ICANN, paid to ICANN by the Registry Operator in accordance with the Payment Schedule in Section 7.2(b), and the Registry Operator will invoice and collect the fees from the registrars who are party to a Registry-Registrar Agreement with Registry Operator. The fee will be required to be collected from all ICANN accredited registrars if collected from any. The amount of the Variable Registry-Level Fee will be specified for each registrar, and may include both a per-registrar component and a transactional component. The transactional component of the Variable Registry-Level Fee shall be specified by ICANN in accordance with the budget adopted by the ICANN Board of Directors for each ICANN fiscal year but shall not exceed US \$0.25.

7.2(d) Interest on Late Payments. For any payments thirty days or more overdue pursuant to Section 7.2(a), Registry Operator shall pay interest on late payments at the rate of 1.5% per month or, if less, the maximum rate permitted by applicable law.

Section 7.3. Pricing for Domain Name Registrations and Registry Services.

(a) Pricing. From the Effective Date through nine (9) months following the Effective Date, the price to ICANN-accredited registrars for new, renewal, and redirect domain name registrations and for transferring a domain name registration from one ICANN-accredited registrar to another, shall not exceed a total fee of US\$6.75 (the "Maximum Service Fee"). Commencing nine months following the Effective Date, the Maximum Service Fee charged during a calendar year for each annual increment of a new, renewal, and redirect domain name registration and for transferring a domain name registration from one ICANN-accredited registrar to another, may not exceed the Maximum Service Fee during the preceding calendar year multiplied by 1.10. The same Service Fee shall be charged to all ICANN-accredited registrars for new, renewal, and redirect domain name registrations. Volume discounts and marketing support and incentive programs may be made if the same opportunities to qualify for those discounts and marketing support and incentive programs are available to all ICANN-accredited registrars.

(b) Adjustments to Pricing for Domain Name Registrations. Registry Operator shall provide no less than six months prior notice in advance of any price increase for domain name registrations and shall continue to offer domain name registrations for periods of up to ten years. Registry Operator is not required to give notice of the imposition of the Variable Registry-Level Fee set forth in Section 7.2(c).

ARTICLE 8 MISCELLANEOUS

Section 8.1 Indemnification of ICANN. Registry Operator shall indemnify, defend, and hold harmless ICANN (including its directors, officers, employees, and agents) from and against any and all third-party claims, damages, liabilities, costs, and expenses, including reasonable legal fees and expenses, arising out of or related to: (i) ICANN's reliance, in connection with its decision to delegate the TLD to Registry Operator or to enter into this Agreement, on information provided by Registry Operator in its application for the TLD; (ii) Registry Operator's operation of the registry for the TLD; (iii) Registry Operator's provision of Registry Services; provided that Registry Operator shall not be obligated to indemnify, defend, or hold harmless ICANN to the extent the claim, damage, liability, cost, or expense arose due to a breach by ICANN of any obligation contained in this Agreement. For avoidance of doubt, nothing in this Section 8.1 shall be deemed to require Registry Operator to reimburse or otherwise indemnify ICANN for the costs associated with the negotiation or execution of this Agreement, or with the monitoring or management of the parties' respective obligations under this Agreement. Further, this section shall not apply to any request for attorney's fees in connection with any litigation or arbitration between or among the parties.

Section 8.2 Indemnification Procedures. If any third-party claim is commenced that is indemnified under Section 8.1 above, notice thereof shall be given to ICANN as promptly as practicable. Registry Operator shall be entitled, if it so elects, in a notice promptly delivered to ICANN, to immediately take control of the defense and investigation of such claim and to employ and engage attorneys reasonably acceptable to the indemnified party to handle and defend the same, at the indemnifying party's sole cost and expense, provided that in all events ICANN shall be entitled to control at its sole cost and expense the litigation of issues concerning the validity or interpretation of ICANN policies or conduct. ICANN shall cooperate, at its own cost, in all reasonable respects with Registry Operator and its attorneys in the investigation, trial, and defense of such claim and any appeal arising there from; provided, however, that the indemnified party may, at its own cost and expense, participate, through its attorneys or otherwise, in such investigation, trial and defense of such claim and any appeal arising there from. No settlement of a claim that involves a remedy affecting ICANN other than the payment of money in an amount that is indemnified shall be entered into without the consent of ICANN. If Registry Operator does not assume full control over the defense of a claim subject to such defense in accordance with this Section, Registry Operator may participate in such defense, at its sole cost and expense, and ICANN shall have the right to defend the claim in such manner as it may deem appropriate, at the cost and expense of Registry Operator.

Section 8.3 No Offset. All payments due under this Agreement shall be made in a timely manner throughout the term of this Agreement and notwithstanding the pendency of any dispute (monetary or otherwise) between Registry Operator and ICANN.

Section 8.4 Use of ICANN Name and Logo. ICANN grants to Registry Operator a nonexclusive royalty-free license to state that it is designated by ICANN as the Registry Operator for the Registry TLD and to use a logo specified by ICANN to signify that Registry Operator is an

ICANN-designated registry authority. This license may not be assigned or sublicensed by Registry Operator.

Section 8.5 Assignment and Subcontracting. Any assignment of this Agreement shall be effective only upon written agreement by the assignee with the other party to assume the assigning party's obligations under this Agreement. Moreover, neither party may assign this Agreement without the prior written approval of the other party, which approval shall not be unreasonably withheld. Notwithstanding the foregoing, ICANN may assign this Agreement (i) in conjunction with a reorganization or re-incorporation of ICANN, to another nonprofit corporation organized for the same or substantially the same purposes, or (ii) as may be required pursuant to the terms of that certain Memorandum of Understanding between ICANN and the U.S. Department of Commerce, as the same may be amended from time to time. Registry Operator shall not subcontract portions of the technical operations of the TLD accounting for more than 80% of the aggregate of all Registry operations without ICANN's prior consent in writing. Any such party to whom technical operations may be subcontracted shall comply with Registry Operator's data escrow obligations under Appendix 2. When ICANN's consent to any subcontracting of technical operations under this Section 8.5 is requested, ICANN shall use commercially reasonable best efforts to respond within 15 business days of the receipt of the request from Registry Operator, accompanied by all supporting information and documentation necessary for ICANN to evaluate the request. Such consent by ICANN shall not be unreasonably withheld.

Section 8.6 Amendments and Waivers. No amendment, supplement, or modification of this Agreement or any provision hereof shall be binding unless executed in writing by both parties. No waiver of any provision of this Agreement shall be binding unless evidenced by a writing signed by the party waiving compliance with such provision. No waiver of any of the provisions of this Agreement or failure to enforce any of the provisions hereof shall be deemed or shall constitute a waiver of any other provision hereof, nor shall any such waiver constitute a continuing waiver unless otherwise expressly provided.

Section 8.7 No Third-Party Beneficiaries. This Agreement shall not be construed to create any obligation by either ICANN or Registry Operator to any non-party to this Agreement, including any registrar or registered name holder.

Section 8.8 Notices, Designations, and Specifications. All notices to be given under or in relation to this Agreement shall be given either (i) in writing at the address of the appropriate party as set forth below or (ii) via facsimile or electronic mail as provided below, unless that party has given a notice of change of postal or email address, or facsimile number, as provided in this agreement. Any change in the contact information for notice below shall be given by the party within 30 days of such change. Any notice required by this Agreement shall be deemed to have been properly given (i) if in paper form, when delivered in person or via courier service with confirmation of receipt or (ii) if via facsimile or by electronic mail, upon confirmation of receipt by the recipient's facsimile machine or email server. Whenever this Agreement shall specify a URL address for certain information, Registry Operator shall be deemed to have been given notice of any such information when electronically posted at the designated URL. In the event other means of notice shall become practically achievable, such as notice via a secure website, the parties shall work together to implement such notice means under this Agreement.

If to ICANN, addressed to:
Internet Corporation for Assigned Names and Numbers
4676 Admiralty Way, Suite 330
Marina del Rey, California 90292

Telephone: 1-310-823-9358
Facsimile: 1-310-823-8649
Attention: President and CEO
With a Required Copy to: General Counsel
Email: (As specified from time to time.)

If to Registry Operator, addressed to:
Registry Pro
425 West Randolph Street, 8th floor
Chicago, IL 60606
Telephone: + 1 312-416-0340
Facsimile: + 1 312-575-9916
Attention: General Manager

Section 8.9 Language. Notices, designations, determinations, and specifications made under this Agreement shall be in the English language.

Section 8.10 Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

Section 8.11 Entire Agreement. This Agreement (including its Appendices, which form a part of it) constitutes the entire agreement of the parties hereto pertaining to the operation of the TLD and supersedes all prior agreements, understandings, negotiations and discussions, whether oral or written, between the parties on that subject. In the event of a conflict between the provisions in the body of this Agreement and any provision in its Appendices, the provisions in the body of the Agreement shall control.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representatives as of the second date written below.

INTERNET CORPORATION FOR ASSIGNED NAMES AND NUMBERS

By: _____
Rod Beckstrom
President and CEO

Date: _____

REGISTRY SERVICES CORPORATION

By: _____
Catherine Sigmar
General Manager

Date: _____

Submitted by: Craig Schwartz

Position: Chief gTLD Registry Liaison

Dated Notes: 12 April 2010

Email and Phone Number; craig.schwartz@icann.org; +1 310 301 5832

Annex to 2010-04-22-04 Proposed Implementation Plan for Synchronized ccTLD IDNs

Annex to Board Submission No. 2010-04-22-04:

Implementation Plan for Synchronized IDN ccTLDs

This annex contains: the rationale for the Proposed Implementation Plan; an overview of the practical implementation; a description of how the synchronized evaluation process will function; discussions of associated risks; and copies of the Board Resolution, the Proposed Implementation Plan, and the set of Q&A.

Rationale for the Synchronized IDN ccTLD Implementation Plan

Redacted
[Redacted text block]

[Redacted text block]

[Redacted] The pros and cons of this solution were discussed and it was decided that a Board working group was formed on the subject. The Board working group was labeled ES-WG and the members are:

- Dennis Jennings (Chair)
- Harald Alvestrand
- Rod Beckstrom
- Steve Crocker
- Rita Rodin Johnston
- Ram Mohan
- Thomas Narten
- Jean-Jacques Subrenat
- Suzanne Woolf

The ES-WG met daily through the Nairobi meeting and developed a set of principles to guide ICANN staff in development of an Implementation Plan for applicants for synchronized IDN ccTLDs.

In particular, these principles and the Implementation Plan will allow China and Taiwan to apply for both simplified and traditional Chinese IDN ccTLDs.

The principles were approved by the Board resolution at the meeting in Nairobi. The resolution with the principles can be found here:

<http://www.icann.org/en/minutes/resolutions-12mar10-en.htm#12> and

<http://www.icann.org/en/minutes/resolutions-12mar10-en.htm#13> and are attached to this paper.

Following the Board resolution Staff developed the Proposed Implementation Plan for the synchronized IDN ccTLDs. The work was done with a goal to be consistent with the ES-WG principles, and in the actual experience of CNNIC/China in the field of variant TLD management. **Redacted**

The Proposed Implementation Plan was and published for public comment, and was coincident with the IETF meeting in Anaheim, CA, USA. The posting resulted in some questions and apparent criticism (from attendees at the IETF meeting in Anaheim). The comments requested: (i) additional technical detail and (ii) questioned whether the policy-based principles and implementation plan would work adequately in the long term.

To address these concerns and better explain the intentions/motivations of the Synchronized Strings process, a set of questions and answers were posted on 8 April with announcement of two webinars to allow for an open dialogue about the implementation plan. The questions and answers were reviewed and enhanced in several iterations with Thomas Narten and Suzanne Woolf, in their role as members of the ES-WG and based on their DNS expertise. They clarify, but do not change, the overall approach.

The webinars are scheduled for:

Thursday 15 April, 2010 at 01:00 UTC and at 14:00 UTC

Details can be found at: <http://icann.org/en/announcements/announcement-2-08apr10-en.htm>

Following the webinars, which will be recorded and posted in the public comment forum; and the close of public comments on 17 April 2010 at 00:00 UTC, staff will produce an update to this paper and provide such to the Board prior to the 22 April 2010 Board meeting.

Practical Aspects of Implementation

Subject to Board approval, the Implementation Plan for the Synchronized IDN ccTLDs is scheduled for launch on 23 April 2010. Implementation logistics planning is underway.

The Synchronized IDN process occurs *after* the regular Fast Track process and the requested strings have been validated. The applicant requests that equivalent (or variant) strings be delegated through the Synchronized IDN process. It consists of:

- An online request form (much like the Fast Track Process application form itself) that allows applicants to enter and upload the necessary information to their application and submit electronically to ICANN.

Upon submission from the online form, the application will be logged in the Fast Track ticketing system, under a separate queue for synchronized IDN ccTLD applications only. The application will go through the evaluation described in the Proposed Implementation Plan. All communication will be tracked in the ticketing system.

- A review will ensure that the Implementation Plan does not introduce a need for revisions to the IANA functions. The requirement for synchronized IDN ccTLDs to be operated by the same registry manager is an obligation on the IDN ccTLD manager, which will be monitored by ICANN's contractual compliance function.
- Staff assigned to manage the received synchronization requests is the same staff assigned to manage the Fast Track requests. It is anticipated that only a small volume (less than ten) of applications for synchronized IDN ccTLDs will be received.

Evaluation of Applications for Synchronized IDN ccTLDs

The participation criteria and application requirements for submission of an application for synchronized IDN ccTLDs, and an overview of evaluation of such application is set forth in the Proposed Implementation Plan.

A basic review of these criteria is included here for reference.

The most important aspects of the participation criteria are:

1. The Fast Track Process string requirements are still in effect. This includes the requirement that confusingly similar strings cannot be delegated. This will have the effect to significantly limit the amount of Synchronized applications ICANN can receive.

Such limitation is desirable because this is the first time any kind of variant-type IDN TLDs is allowed for delegation. Later, when more experiences exist and with the emergence of long-term technical solutions, it may be possible that some limitations can be lifted.

2. The participants must demonstrate that a significant problem is being solved by the introduction of synchronized IDN ccTLDs, and that they have successful experience in dealing with synchronized IDN ccTLDs.

The other requirements for an application relate to the principle of convergence: that URL's typed into both variant TLDs will resolve to the same address. This is a complex issue, described in the implementation plan and Questions and Answers.

The application must include documentation of adequate and verifiable procedures that the requester will use to enable convergence at every level of the IDN ccTLD, including information about the steps the requester will take to remove any divergence that might occur.

Convergence will not be enforced using technical mechanisms, and the controls necessary to maintain synchronization are based in policy and procedures rather than in the DNS protocol. For example, it will be the registrant responsibility to ensure such convergence at lower levels, required by the registry manager in their registration policy and also verified by the registry manager via their compliance function.

Examples of what such documentation *must* include are described in the Proposed Implementation Plan.

Other Implementation Plan Issues - Risks

1. GNSO position

It should be anticipated that GNSO stakeholders (particularly gTLD registries) or potential gTLD applicants may complain that moving ahead with synchronized IDN ccTLDs creates a competitive advantage for the ccTLD community, in much the same way as was the case for the Fast Track process development and launch itself. Country code operators would be getting more names sooner.

This is clearly a difficult balance to strike, however, it is important to note that the Implementation Plan for the synchronized IDN ccTLDs is very limited, and hence will allow for introduction of a very small number of synchronized IDN ccTLDs. In fact, since the Fast Track process assumed that there would be simplified and traditional Chinese names requested, there may actually be no net addition to expected Fast Track TLDs. Further, that the experience gained is anticipated to significantly assist in the development of a broad process for variant TLD management which would be beneficial to the entire community.

2. Ongoing Compliance

As there was a concern with the feasibility for ICANN to enforce Fast Track Process requirements, there is a risk that countries introducing synchronized IDN ccTLDs will declare that the operation of them is a sovereign manner.

A requirement for introduction of the synchronized IDN ccTLDs is that a set of terms and conditions is agreed to and signed. The terms and conditions are already developed. Receipt and ongoing verification that these terms and conditions are met is anticipated to enable a positive relationship between ICANN and the synchronized IDN ccTLD manager. While this does not guarantee behavior, mutual shared expectations that are published provide a basis for suasion in the case where these expectations are not being met.

Board resolutions from the ICANN meeting in Nairobi

Copied below are the two Board resolutions from the Nairobi meeting, relevant to the Proposed Implementation Plan for synchronized IDN ccTLDs.

These are also available at: <http://www.icann.org/en/minutes/resolutions-12mar10-en.htm#13> and <http://www.icann.org/en/minutes/resolutions-12mar10-en.htm#12>

12. Formation of Board Working Group on Equivalent Strings Support

Whereas, on 16 November 2009 ICANN launched the IDN Fast Track process pursuant to the Board's resolution on 30 October 2009;

Whereas, in the implementation of the process, staff has identified an issue relating to instances in the Fast Track Process where more than one official language or script exists within a country/territory, and where requests are for multiple corresponding strings that are considered equivalent, so that users of the community accessing domains under all versions of the string expect that each of them will resolve to the same address;

Whereas, the Board requested Ram Mohan and Harald Alvestrand to establish a Working Group as a matter of urgency to address this topic, and invite interested Board members to participate.

Resolved (2010.03.12.34), that an Equivalent Strings Support Board Working Group (ES-WG) is established to review the issues, develop a recommendation of a framework for resolution and principles to guide staff implementation of the framework, and remain available for consultation during staff's implementation work.

Resolved (2010.03.12.35), that the Working Group is comprised as follows: Dennis Jennings, Chair; Harald Alvestrand; Rod Beckstrom; Steve Crocker; Rita Rodin Johnston; Ram Mohan; Thomas Narten, Jean-Jacques Subrenat and Suzanne Woolf.

Resolved (2010.03.12.36), that the Working Group's mandate will end at the conclusion of the Board's 2010 Annual General Meeting.

13. Principles for Handling Synchronized IDN ccTLDs for the Fast Track Process

Whereas, ICANN launched the IDN ccTLD Fast Track process on 16 November 2009 as set forth in the Board resolution of 30 October 2009;

Whereas, during the ICANN International Public Meeting in Sydney, Board members convened the Implementation Support Team to provide recommendations on how to manage IDN ccTLD strings;

Whereas, the Fast Track Final Implementation Plan states that the limitation on the number of IDN ccTLDs is one per official language or script per country, and defines the policy under which requests are processed;

Whereas, the Board, during the ICANN International Public Meeting in Nairobi, requested Harald Alvestrand and Ram Mohan to convene a working group, the Equivalent Strings Support Working Group (ES-WG) to address instances in the Fast Track Process where more than one official language or script exists within a country/territory, and where requests are for multiple corresponding strings that are considered equivalent, so that users of the community accessing domains under all versions of the string expect that each of them will resolve to the same address (hereafter referred to as “Synchronized IDN ccTLDs”).

Whereas, the ES-WG determined that developing a formal procedure to accept IDN ccTLD Fast Track requests for synchronized IDN ccTLD strings is appropriate and solves a real problem for the people in the community ICANN is seeking to serve by launching IDN ccTLDs;

Whereas, there appears to be general community consensus, and the ES-WG concurs, that any request for synchronized IDN ccTLD strings must solve a significant problem for the communities that use the scripts, to be confirmed with sufficient due diligence by Staff, the details to be defined in an ES Implementation Plan;

Whereas, the ES-WG notes that all existing Fast Track requirements and rules apply for string selection and validation of the synchronized IDN ccTLD strings, and that DNS security and stability, as well as usability concerns, must be taken into account;

Whereas, the ES-WG recommends that requests for synchronized IDN ccTLD strings must be accompanied by adequate and verifiable procedures to enable convergence at every level of the domain named by

the TLD following criteria established in the ES Implementation Plan, and to take immediate steps to remove any divergence should it occur; and

Whereas, the ES-WG recommends that if an improved technical standard for the delegation and management of Synchronized IDN ccTLDs is arrived at, and is applicable for such delegations, IDN ccTLD managers should migrate to that standard in a safe, stable and timely manner.

Resolved (2010.03.12.37), that pursuant to the ES-WG recommendations, the Board approves the principles identified above for the evaluation of synchronized IDN ccTLDs for the Fast Track Process.

Resolved (2010.03.12.38), the CEO is directed to have prepared an ES Implementation Plan for the Fast Track evaluation of synchronized IDN ccTLDs using the ES-WG's principles as a framework.

Proposed Implementation Plan for Synchronized IDN ccTLDs

Copied below is the Proposed Implementation Plan for Synchronized IDN ccTLDs, as posted for public comments at:

<http://icann.org/en/announcements/announcement-22mar10-en.htm>

Implementation Plan for Synchronized IDN ccTLDs

Proposed discussion draft: Potential requestors for synchronized IDN ccTLDs should not rely on any of the proposed included details as it remains subject to public comments (22 March – 13 April 2010).

22 March 2010

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Introduction

This paper provides the proposed implementation plan for introduction and management of synchronized IDN ccTLDs. This plan includes a proposed evaluation process to handle requests for synchronized IDN ccTLDs. Following successful completion of the evaluation process, the requesters may initiate delegation of the synchronized IDN ccTLDs by following ICANN's standard processes for TLD delegation, through the IANA function.

This implementation plan addresses an issue with the Fast Track Process brought to the attention of the ICANN Board during their meeting in Nairobi, Kenya. The issue relates to instances in the Fast Track Process where more than one official language or script exists within a country/territory, and where requests for multiple corresponding strings are considered equivalent. In these cases, those accessing domains under any of the strings expect that such domains will resolve to the same address or value. Strings meeting these requirements, and operated in a way to meet community expectations are referred to as synchronized IDN ccTLDs.

This implementation plan is based on a set of principles provided by the Board Working Group formed to consider this topic (the ES-WG). The ES-WG was formed <http://www.icann.org/en/minutes/resolutions-12mar10-en.htm#12> to review the issue relating to synchronized IDN ccTLDs, and provided a framework for resolution, and a set of principles to guide staff in development of the synchronized strings implementation plan.

As agreed by the ES-WG a procedure to accept requests for synchronized IDN ccTLD strings is appropriate and solves a real problem for the communities ICANN is seeking to serve by introducing IDN ccTLDs.

The synchronized implementation plan is presented as follows:

- Introduction
- Criteria for Participation
- Requirements for Synchronized IDN ccTLD
- Submission of Requests
- Evaluation of Requests
- Terms and Conditions

The implementation plan is scheduled for ongoing review and possible revision, for example to accommodate for the availability of improved technical standards for synchronized IDN ccTLD delegation and management.

A full overview of activities related to ICANN's IDN Program can be viewed here: <http://www.icann.org/en/topics/idn/>

Criteria for Participation

The ICANN Board ES-WG provided well-defined criteria for participation in the synchronized IDN ccTLD process that is expected to result in limited applications. These criteria are outlined in this section. It should be noted that this process is experimental in nature and should not pre-empt the outcome of any policy development process. Further a broader implementation of solutions related to the synchronized IDN ccTLDs is currently pending further technical development, analysis, and testing.

Strings included in a request for synchronized IDN ccTLDs must:

1. Have completed the String Evaluation step in the Fast Track Process.
2. Meet the definition for synchronized IDN ccTLDs set forth below.
3. Fulfill the operational requirements for synchronized IDN ccTLDs set forth in the next section, developed in accordance with the principles listed below.

2.1 Synchronized IDN ccTLDs

Situations have been identified in the Fast Track Process in which more than one official language or script exists within a corresponding country/territory; and where requests for corresponding multiple strings are considered equivalent, and users of the community accessing domains under any of the strings expect that such domains will resolve to the same address or value. These are referred to as synchronized IDN ccTLDs.

2.2 Principles

As agreed by the ES-WG, developing a formal procedure to accept IDN ccTLD Fast Track requests for synchronized IDN ccTLD strings is appropriate and solves a real problem for the people in the communities ICANN is seeking to serve by launching IDN ccTLDs.

The ES-WG developed the following principles (<http://www.icann.org/en/minutes/resolutions-12mar10-en.htm#13>) to guide staff in their implementation work, and which is included in this paper presenting such implementation plan.

1. Synchronized IDN ccTLDs must solve a significant problem for the communities that use the scripts, to be confirmed with sufficient due diligence by staff as defined in this implementation plan.
2. For string selection and validation of synchronized IDN ccTLDs, all existing Fast Track rules and requirements apply, and DNS security, stability, and usability concerns must be taken into account.
3. Synchronized IDN ccTLDs must have adequate and verifiable procedures to enable convergence at every level of the synchronized IDN ccTLDs, and to take immediate steps to remove any divergence that might occur.
4. If an improved technical standard for the delegation and management of synchronized IDN ccTLDs is established, and is applicable for such delegations, then IDN ccTLD managers will migrate to that standard in a safe, stable, and timely manner.

Requirements

A request for a synchronized IDN ccTLD must have completed the String Evaluation in the Fast Track Process.

A request for synchronized IDN ccTLDs must be accompanied by the following information:

1. Documentation that the requested synchronized IDN ccTLDs solve a significant problem for the community using the associated script(s).

Such documentation could include, for example:

- A statement of the problem(s) being solved by delegation of the Synchronized IDN ccTLDs, including practical examples.
- An illustration of the unnecessary confusion that would exist if the Synchronized IDN ccTLDs were not delegated.

This material must be provided by the requestor, and can optionally be supplemented by a statement of agreement with the problem description and illustrations from community organizations, relevant public authorities in the country or territory, or by recognized individuals with expertise in the language represented in the TLD.

2. Documentation of adequate and verifiable procedures that the requester will use to enable convergence at every level of the IDN ccTLD, including information about the steps the requester will take to remove any divergence that might occur. Such documentation must include descriptions of the registry's plans to:
 - 2.1. Enable through a technical mechanism that synchronized domains resolve to the same address or value in each level of the DNS tree;
 - 2.2. Require in a registration policy that synchronized domains resolve to the same address or value in each level of the DNS tree;
 - 2.3. Ensure compliance with the registration policy for synchronized domains;
 - 2.4. Provide timely reports on synchronized IDN ccTLD experiences following the delegation and implementation of the synchronized IDN ccTLDs;
 - 2.5. Migrate in a safe, stable and timely manner to improved technical standard for the delegation and management of synchronized IDN ccTLDs if established, and applicable for such delegations.

Submission of Requests

This section contains details of the process for requesting synchronized IDN ccTLDs.

ICANN will announce the starting date for submission of requests for synchronized IDN ccTLDs.

By submitting the request the requester agrees to the terms and conditions for request of synchronized IDN ccTLDs. The original of the signed request, including terms and conditions, must be provided to ICANN at the following address:

ICANN
4676 Admiralty Way Ste 330
Marina del Rey, CA 90292
USA

Attn: Request for synchronized IDN ccTLDs

All information provided in a request is suggested to be provided in English, or with an accompanying English translation, if possible.

Requests for synchronized IDN ccTLDs will be processed manually due to the expected limited number of requests.

Evaluation of Requests

Evaluation of synchronized IDN ccTLDs will proceed according to the following steps:

1. The strings are verified as having completed the String Evaluation step in the Fast Track Process.
2. The strings are verified to meet the threshold of Synchronized IDN ccTLDs (as described in the Requirements section of this document).
3. Supporting material provided by the requestor is verified to demonstrate that the requested synchronized IDN ccTLDs would resolve a significant problem for the community and therefore extra consideration should be given. Factors to be considered in the verification of this material include, but are not limited to:
 - 3.1. Demonstration that significant cultural or linguistic issues for the affected populations would be addressed by the delegation of synchronized IDN ccTLDs. For example such as where recent changes in writing forms for languages have occurred with adoption rates that vary by geographic location, by age of users, access to technology, or other.
 - 3.2. The affected community believes that the delegation of the Synchronized IDN ccTLDs would help solve the illustrated issues.
 - 3.3. That a substantial population of internet users would be affected.
 - 3.4. There would be other negative consequences of non-delegation of the requested synchronized IDN ccTLDs.
4. The request is verified to include satisfactory procedures to enable convergence at every level of the domain named by the synchronized IDN ccTLDs. Factors to consider in verifying that the established criteria are met include, but are not limited to:
 - 4.1. Demonstrated history of successful use of proposed convergence mechanisms or demonstrably effective and tested new mechanism for enabling convergence.
 - 4.2. Demonstrated requestor success at use of convergence mechanisms at second and/or lower levels.
 - 4.3. Demonstrated requestor success at use of convergence mechanisms in an adequate test environment.
 - 4.4. Description of a registration policy requiring convergence at every level of the domain named by synchronized IDN ccTLDs.
5. The plan for ensuring compliance with the convergence requirements in the registration policy for domains registered under the synchronized IDN ccTLDs, and the steps the requestor will take to remove any divergence that might occur are verified. Factors to consider in verifying that the established criteria are met include, but are not limited to:
 - 5.1. Availability of methods to deal with received reports or complaints of divergence.

- 5.2. Plans for implementing active monitoring mechanisms.
- 5.3. Plans for enforcement mechanisms to effectively remove divergence should it occur.
- 5.4. Plans for reports to provide confidence that convergence is effectively achieved and otherwise provide for continuing improvement.

If issues are encountered in the above evaluation, ICANN staff will contact the requester for additional information and work toward a successful completion of the synchronized IDN ccTLD evaluation process, if possible.

When the criteria above are met, ICANN staff will publish the synchronized IDN ccTLDs as having completed the synchronized IDN ccTLD evaluation process. The requester will be notified that they may initiate the delegation process for the synchronized IDN ccTLDs.

Terms and Conditions

By signing and submitting a request in the synchronized evaluation process the Requester acknowledges and understands that:

All terms and conditions agreed to when submitting a request for String Evaluation in the IDN ccTLD Fast Track Process remain.

By signing and submitting the request in the synchronized evaluation process the Requestor again commits to TLD operations that will secure and enhance the stability and interoperability of the Internet's Domain Name System (DNS) for the benefit of the local and global Internet community, and to working in good faith together with ICANN towards a stable and secure Internet DNS. The Requestor understands that ICANN reserves the right to take actions necessary to protect the security, stability and interoperability of the global DNS.

ICANN expects that Synchronized IDN ccTLDs will be established and operated in accordance with the terms and conditions agreed to in submission of the IDN ccTLD Fast Track Process, as well as:

1. Synchronized IDN ccTLDs must have adequate and verifiable procedures to enable convergence at every level of the domain named by the synchronized IDN ccTLDs.
2. If any divergence should occur, the Synchronized IDN ccTLD manager shall take immediate steps to remove any divergence.
3. The Synchronized IDN ccTLD manager shall provide reporting to ICANN regarding meeting of the convergence requirement, in a manner agreed to between the Synchronized IDN ccTLD manager and ICANN.
4. If an improved technical standard for the delegation and management of synchronized IDN ccTLDs is arrived at, and is applicable for such delegations, the Synchronized IDN ccTLD manager should migrate to that standard in a safe, stable, and timely manner.

If the Synchronized IDN ccTLD Requestor seeks to enter into a Documentation of Responsibilities, an Exchange of Letters, or a general TLD Agreement with ICANN after delegation, additional terms may be added to commemorate the additional commitments and responsibilities reflected above.

Requestor warrants that the statements and representations contained in the request (including any documents submitted and oral statements made in connection with the request) are true and accurate and complete in all material respects, and that ICANN may rely on those statements and representations fully in evaluating this request.

Requestor acknowledges that any material misstatement or misrepresentation (or omission of material information) will reflect negatively on this request and may cause ICANN to terminate the request.

By submitting this request, I represent that I am authorized to act as a representative of Requestor and to enter into the commitments undertaken in this request.

[Name]

[Title]

[Organization]

[Signature]

Questions and Answers to Synchronized IDN ccTLDs

Due to several independent observations and requests for clarification made by members of the technical community ICANN published a set of Questions & Answers. These are copied in the below and also available at:
<http://icann.org/en/announcements/announcement-2-08apr10-en.htm>

- What are synchronized IDN ccTLDs?

Synchronized IDN ccTLDs are two or more IDN ccTLDs that have been deemed equivalent in the sense that there is a user expectation (based on cultural or linguistic traditions) that domains under each IDN ccTLD “resolve to the same address or values”.

This has an effect on the registration of domain names under the IDN ccTLDs. For the registrant it means that making a registration of “domainname.syncTLDa” also results in a registration of “domainname.syncTLDb”.

Registry operators are required to have mechanisms in place to ensure that synchronized domains provide end-users with appropriate responses. Such mechanisms must ensure as far as possible that the synchronized resolution takes place beyond the second level under the IDN ccTLDs, and the registry must review and implement correction procedures to alleviate any situations where lack of synchronization in a sub-tree occurs.

What does “synchronized” mean in the context of this process?

“Synchronized” in the context of this process relates solely to policy and procedural requirements. There is no technical mechanism by which synchronized IDN ccTLDs will be made to be identical at the DNS protocol level.

From a purely technical, DNS protocol perspective two synchronized IDN ccTLDs are simply two separate delegations from the root zone.

What is required is for the IDN ccTLD manager to have mechanisms in place to ensure that the synchronization is being kept in place as best as can be done with manual procedures.(see more details and explanations below)

What impact do synchronized IDN ccTLDs have on DNSSEC?

Synchronized IDN ccTLDs are provisioned in the root zone as separate delegations. Each daughter zone is distinct and can be signed independently of the other; trust anchors for each zone can be installed in the root zone as DS RRsets once the root zone is signed, or distributed in other ways.

The creation of synchronized IDN ccTLDs has no impact on DNSSEC deployment.

- **What is the synchronized process intending to solve?**

The implementation plan for synchronized IDN ccTLDs is intended to provide a procedure by which a very limited number of variants of IDN ccTLDs can become eligible to initiate the String Delegation step in the IDN Fast Track Process. A full description of the IDN ccTLD Fast Track process can be found at <http://www.icann.org/en/topics/idn/fast-track/>.

These are referred to as synchronized IDN ccTLDs and are allowed to continue to the String Delegation step in the Fast Track Process following the satisfaction of certain synchronization criteria and evaluations thereof. Introduction of synchronized IDN ccTLDs are not possible in the Fast Track Process as it stands today.

The synchronized IDN ccTLD requirements must be successfully met in the evaluation process based on information provided by the requester before the Fast Track String Delegation step can be initiated. Such information must include a demonstration that a problem is solved in the community that the synchronized IDN ccTLDs would be serving.

By allowing a very limited set of synchronized IDN ccTLDs it is also anticipated that the experience gained (following successful String Delegation) can be helpful to the entire community in the ongoing work of finding processes and mechanisms that work for the broader range of variants of IDN TLDs.

More detailed information can be found in the Synchronized ccTLD IDN Implementation Plan, <http://www.icann.org/en/announcements/announcement-22mar10-en.htm>.

- **What is the reason behind the requirements and rules in the synchronized process?**

The requirements and rules in the synchronized process are designed to allow for continued evaluation and String Delegation of variants of IDN ccTLDs that otherwise would not be eligible for delegation. These requirements and rules are set at a level that is more detailed and comprehensive than is usual for arrangements between ICANN and TLD managers. It is a very careful approach following explicit principles provided by the ICANN Board, which makes the process technically secure and stable and the introduction of synchronized IDN ccTLDs, following this process, is not expected to create any issues for Internet users.

Once experience is gained and more technical testing and analysis has been conducted in the field of variants, aliasing, and related areas, it is possible that new and less restrictive processes and procedures can be rolled out.

- **What is meant by “resolving to the same address or value”?**

“Resolving to the same address or value” is not specified in the Synchronized plan as a technical requirement of the DNS, but rather in the sense of ensuring an appropriate and consistent user experience.

It is entirely plausible that at the DNS protocol level the answers to queries for names under one synchronized IDN ccTLD might be different from those to names under a synchronized IDN ccTLD but that the two sets of answers could still be considered to be “synchronized”. At the protocol level there are examples of similar incoherence in the DNS today with respect to DNS protocol elements which nevertheless preserve user expectations, such as those introduced by load balancers or used by content distribution networks.

The intention is that given two names synchronized to each other, a user's experience is that the two names refer to the same thing.

- **What does it mean to maintain synchronization?**

Much like the answer above to “resolving to the same address or value”, synchronization is not expected to be enforced using technical mechanisms, and the controls necessary to maintain synchronization are based in policy rather than in the DNS protocol.

What is required is for the IDN ccTLD manager to have mechanisms in place to ensure that the synchronization is being kept in place as best as can be done with manual procedures. Such manual procedures are, for example, requirements in the IDN ccTLD manager’s registration policy and management of the zones so that second level registration will have matching name servers (see examples below).

- **What does it mean for a registrant that the domains under synchronized IDN ccTLDs must resolve to the same address or value?**

As above, the goal is to ensure an appropriate user experience, not to mandate identical answers to DNS queries at the protocol level.

For a registrant, synchronization means that making a registration of “domainname.syncTLDa” also results in a registration of “domainname.syncTLDb”. The registrant of the domain names, and any variants of these domain names, must be the same. This might be presented by the IDN ccTLD manager as a bundled registration to the registrant.

If a blocked or reserved registration model is preferred then the IDN ccTLDs are not considered synchronized as this will not fulfill the definition of synchronized IDN ccTLDs where the user expectation is that usage of the IDN ccTLDs produces the same result.

The registrant is obligated to keep synchronization at lower levels of the registration. This means that the domains cannot be used for a purpose that is different. This will be apparent in the registration policy between the registry (or registrars/resellers) and the registrant.

- **What does it mean for the IDN ccTLD manager that domains under synchronized IDN ccTLDs must resolve to the same address or value?**

As above, the goal is to ensure an appropriate user experience, not to mandate identical answers to DNS queries at the protocol level.

The requirement is that the registry operator has mechanisms in place that ensure that queries for names under “domainname.syncTLDa” and queries for names under “domainname.syncTLDb” result in a similar end-user experience. In addition, mechanism must be in place to ensure as far as possible that the synchronization is continued beyond the second level under the IDN ccTLDs. Review and correction procedures must be in place to remedy any situations where this is not the case.

This is facilitated by requirements for the requester to have synchronization mechanisms in place, and to provide information about those mechanisms when they submit their request to ICANN for synchronized IDN ccTLDs, including:

1. DNS responses must produce equivalent results, as described in the previous Q/A's, in all levels of the DNS tree within each synchronized IDN ccTLD domain.
2. The requester must describe the technical mechanism they have in place to achieve 1)
3. The requester must provide the Registration Policy they have in place to achieve 1)
4. The requester must describe how they will enforce the registration policy, e.g., by a monitoring system and activities to fix situations that diverge from their policy
5. The requester must agree to provide annual reporting to ICANN about experience/results/issues

The following demonstrate how synchronization can be achieved at the second level, and where S1 and S2 are two synchronized IDN ccTLDs, and where variants of domains registered are either synchronized via NS or DNAME:

```
; S1 zone, as maintained by the S1/S2 registry manager
$ORIGIN S1.
```

```
; registered domain DOMAIN.S1 is delegated
domain                IN      NS      ns1.example.com.
```

```

                                IN    NS    ns2.example.com.

; variant DOMAIN-VARIANT1.S1 is provisioned using DNAME
domain-variant1                IN    DNAME domain

; variant DOMAIN-VARIANT2.S1 is provisioned using a delegation
domain-variant2                IN    NS    ns1.example.com.
                                IN    NS    ns2.example.com.

```

```

; S2 zone, as maintained by the S1/S2 registry manager
$ORIGIN S2.

```

```

; registered domain DOMAIN.S2 is delegated
domain                          IN    NS    ns1.example.com.
                                IN    NS    ns2.example.com.

```

```

; variant DOMAIN-VARIANT1.S2 is provisioned using DNAME
domain-variant1                IN    DNAME domain

```

```

; variant DOMAIN-VARIANT2.S2 is provisioned using a delegation
domain-variant2                IN    NS    ns1.example.com.
                                IN    NS    ns2.example.com.

```

```

; DOMAIN.S1 zone, as maintained by the registrant
$ORIGIN domain.S1.

```

```

@                               IN    SOA    ...
                                IN    NS    ns1.example.com.
                                IN    NS    ns2.example.com.

```

```

; WWW.DOMAIN.S1 (and also WWW.DOMAIN-VARIANT1.S1)
; is served by this particular server
www                             IN    A      192.0.2.1
                                IN    AAAA   2001:db8::1

```

```

; DOMAIN.S2 zone, as maintained by the registrant
$ORIGIN domain.S2.

```

```

@                               IN    SOA    ...
                                IN    NS    ns1.example.com.
                                IN    NS    ns2.example.com.

```

```

; WWW.DOMAIN.S2 (and also WWW.DOMAIN-VARIANT1.S2)
; is served by this particular server
www                             IN    A      192.0.2.1
                                IN    AAAA   2001:db8::1

```

```

; DOMAIN-VARIANT2.S1 zone, as maintained by the registrant
$ORIGIN domain-variant2.S1.

```

```

@                               IN    SOA    ...

```

```

                                IN    NS    ns1.example.com.
                                IN    NS    ns2.example.com.

; WWW.DOMAIN-VARIANT2.S1 is served by this particular server
WWW                                IN    A    192.0.2.1
                                IN    AAAA  2001:db8::1

```

```

; DOMAIN-VARIANT2.S2 zone, as maintained by the registrant
$ORIGIN domain-variant2.S2.
@                                IN    SOA  ...
                                IN    NS    ns1.example.com.
                                IN    NS    ns2.example.com.

; WWW.DOMAIN-VARIANT2.S2 is served by this particular server
WWW                                IN    A    192.0.2.1
                                IN    AAAA  2001:db8::1

```

The registrant registered DOMAIN.S1 and received DOMAIN.S2 automatically. Both domains have the same NS record in the S1 and S2 zones, in accordance with this example registry's implementation policy.

The S1/S2 registry manager also provides support for variant strings at the second level. DOMAIN.S1 and DOMAIN.S2 have corresponding variant domains DOMAIN-VARIANT1.S1 and DOMAIN-VARIANT1.S2 (provisioned using DNAME in this example) and DOMAIN-VARIANT2.S1 and DOMAIN-VARIANT2.S2 (provisioned using delegations).

Per the registration policy of the S1/S2 registry manager, the registrant, when adding names under the DOMAIN.S1 domain, is also required to add equivalent names under the DOMAIN.S2 domain. In the example shown:

- WWW.DOMAIN.S1 and WWW.DOMAIN.S2, names which support web services, are made equivalent by the registrant provisioning identical A and AAAA records in each zone;
- WWW.DOMAIN-VARIANT1.S1 and WWW.DOMAIN-VARIANT1.S2 are made equivalent to WWW.DOMAIN.S1 and WWW.DOMAIN.S2 by the S1/S2 registry manager provisioning those variants using DNAME;
- WWW.DOMAIN-VARIANT2.S1 and WWW.DOMAIN-VARIANT2.S2 are made equivalent to WWW.DOMAIN.S1 and WWW.DOMAIN.S2 by the registrant provisioning identical A and AAAA records in each zone.

- **What kind of experience does a requester need to demonstrate?**

All of the requirements for a requester of synchronized IDN ccTLDs are specified in the Requirements Section of the Implementation Plan. How the requirements will be evaluated is further explained in the section for Evaluation of Requests.

One of the evaluation criteria that are important to point out is that of experience. It is expected that the requester has successful experience with managing synchronized domains, either in a live environment at lower levels of existing TLDs or in a test environment that adequately simulates the DNS root zone.

- **Who can request synchronized IDN ccTLDs?**

Any successful participant in the IDN ccTLD Fast Track Process involving IDN ccTLDs that are considered synchronized can participate in the process and request to deem those IDN ccTLDs as synchronized.

Certain requirements are necessary to be demonstrated, including experience with managing synchronized domains and explanation of what problem is being solved by the introduction of the IDN ccTLDs.

The requirements and the described evaluation of them are set forth in the Implementation Plan and are recommended to be reviewed prior to submission of a request.

- **What scripts can be used for synchronized IDN ccTLDs?**

There is no list of scripts or languages, or any other lists, that will indicate that a certain IDN ccTLD need to be operated as synchronized IDN ccTLDs.

Whether an IDN ccTLD can be used in a synchronized fashion is determined by a user expectation that the IDN ccTLDs are run in a synchronized manner as described above. Usually this means that the IDN ccTLDs are considered variants and that the characters that are variants are identified as variants in the associated IDN tables.

However, the sole demonstration that the IDN ccTLDs are variants is not sufficient for a requester to be eligible for the synchronized process. See Participation requirements in the Implementation Plan.

- **What happens after a request for synchronizing IDN ccTLDs has been evaluated and approved?**

Much like the Fast Track process itself, there are two distinct processes involved in the deployment of synchronized IDN ccTLDs. Firstly, a request must be submitted to have the IDN ccTLDs considered synchronized. Once that request has been approved, the requesters may submit requests for the delegation of the synchronized IDN ccTLDs. This is done by following ICANN's standard processes for TLD delegation, through the IANA function.

- **How is a synchronized IDN ccTLD delegated in the DNS root zone?**

Once a request for a synchronized IDN ccTLD has been approved and the request for delegation of the synchronized IDN ccTLDs has been passed, the IDN ccTLDs are delegated in the DNS root zone as per the standard process today. That is done by standard and separate NS delegations. The requirements for keeping the contents of the

IDN ccTLD zones synchronized are done by the registry operator. ICANN will not be auditing the IDN ccTLD zones.

From a root zone operational standpoint, while they are technically two distinct delegations, operational and management actions such as delegations, redelegations and maintenance changes are required to be requested by the IDN ccTLD manager in concert to preserve their synchronization.

Should technical developments facilitate alternative mechanisms for supporting variants of TLDs in the root zone which are found to be preferable to provisioning variants using distinct delegations, ICANN will develop an appropriate phase-in period and operators of synchronized IDN ccTLDs will need to migrate as appropriate to the new methodology.

- **Can synchronized IDN ccTLDs be confusingly similar?**

No, the synchronized IDN ccTLDs cannot be confusingly similar. They can also not be confusingly similar to any other TLDs requested through the Fast Track Process or through the gTLD Program, nor to any reserved words, blocked TLDs, or any TLDs currently in the DNS root zone.

This is a requirement in the Fast Track Process, which, as all other Fast Track requirements, still stands for the synchronized IDN ccTLDs. It is validated as part of the evaluations in the Fast Track Process. Hence only requests that have successfully passed the String Evaluation of the Fast Track Process can enter the process for synchronized IDN ccTLDs.

The visual confusability is assessed by the DNS Stability Panel and guidance for their assessment is provided online at:
<http://blog.icann.org/2010/03/clearing-the-confusion-fast-track/>

- **How many synchronized IDN ccTLDs can I request?**

As the Fast Track limitation rules are still in effect for synchronized IDN ccTLDs, the *maximum number* for any requester is still one per script or language that is official in the country or territory corresponding to the request.

Due to the nature of synchronized IDN ccTLDs, there must be at least two IDN ccTLDs that are synchronized to each other. This implies that a country or territory must have a minimum of two official languages or scripts in order to be eligible for synchronized IDN ccTLDs.

ICANN understands that these limitations do not resolve all issues currently present concerning variants of IDN ccTLDs, but it is a first step allowing for delegation of variants of IDN ccTLDs in a limited and careful approach.

ICANN will continue work to address the remaining issues, in particular with a goal of allowing delegation of other IDN TLD

variants, aliasing or sameness in a broader scale. In that work, ICANN will follow the work of the DNS Extensions (DNSEXT) working group of the IETF, together with other parts of the technical community, and hope that the experience with synchronized IDN ccTLDs will help facilitate additional progress in this area. ICANN understands that there have been some recent discussions about the validations and definitions used for script in relation to the Fast Track Process. The Fast Track Process has a review mechanism in place and subsequent to the Process for Synchronized IDN ccTLDs, ICANN staff will make an analysis of whether the a review of the Fast Track process should be initiated immediately to accommodate for a revision of the script criteria. In any event, the Fast Track Process is scheduled for a review no later than 16 November 2010. This review will be conducted in an open and transparent manner and reply heavily on user input and feedback as the intent with the review is to ensure that the Fast Track process functions well for all participants and users involved with IDN ccTLDs.

- **Can an IDN ccTLD change from being synchronized to not being synchronized?**

An IDN ccTLD cannot change from being synchronized to being unsynchronized unless a very substantial linguistic and cultural change takes place. Such substantial change is not expected to take place. If the IDN ccTLDs are considered equivalent and there is a specific user expectation that they are synchronized, then this is not expected to change.

- **How will ICANN ensure that synchronized IDN ccTLDs are continuously fulfilling the requirements?**

The registry manager is required to report to ICANN showing how the synchronized requirements are fulfilled and how correction mechanisms and actions are resolving any issues that are found as a result of the active monitoring of the synchronized requirements.

ICANN will not be auditing the IDN ccTLD manager, the IDN ccTLD zone content, or other parts of their system.

As more work is conducted in the general field of synchronized, aliased, and other variant related approaches it is plausible that other and more automated mechanisms are developed and found more appropriate to manage synchronized IDN ccTLDs. In such a case, the IDN ccTLD managers are required to transition to the new technology if technically possible and appropriate. Such development could result in more automation or in some cases completely eliminate the need for the IDN ccTLD manager to conduct compliance checks against the required synchronized requirements. This in turn could reduce the amount of reporting required to ICANN.

Detailed plans will need to be developed for such situations.

Annex to 2010-04-22-05 Delegation of IDN ccTLDs - Russia - report-295865

ANNEX TO ICANN BOARD SUBMISSION NO. 2010-04-22-05

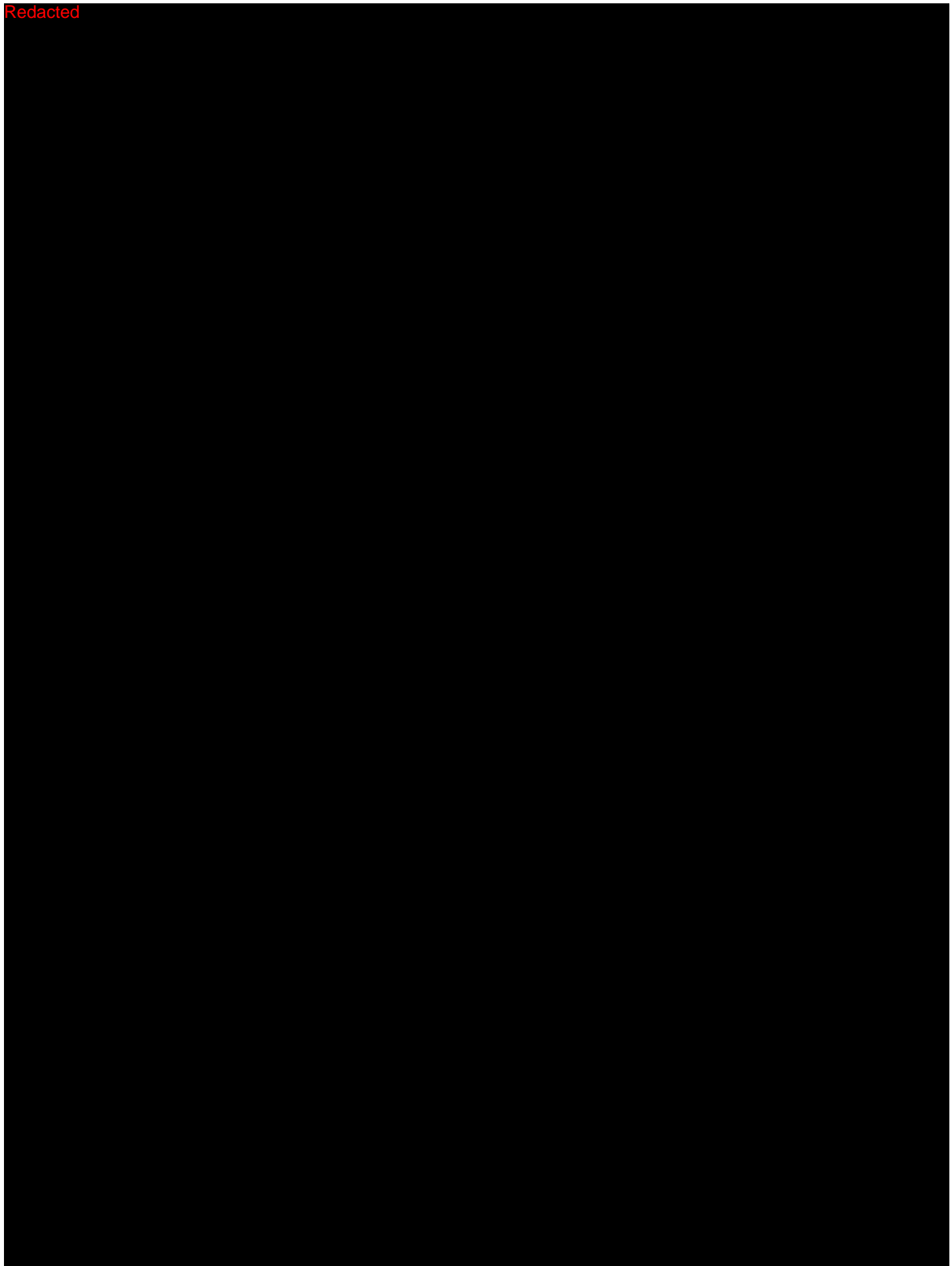
TITLE: Delegation of the .рф (“R.F.”) domain representing the Russian Federation to Coordination Center for TLD RU

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¹ The term IANA is used throughout this document to refer to the department within ICANN that performed the IANA functions.

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**Annex to 2010-04-22-05 Delegation of IDN ccTLDs -
Russia report-295865-enclosures**

Draft Public Report —

Delegation of the .рф (“R.F.”) domain representing the Russian Federation to Coordination Center for TLD RU

ICANN has received a request to delegate “рф” as a country-code top-level domain representing the Russian Federation, to Coordination Center for TLD RU. ICANN Staff have assessed the request, and provide this report for the ICANN Board of Directors to consider.

FACTUAL INFORMATION

Country

The “RU” ISO 3166-1 code, from which this application’s eligibility derives, is designated for use to represent the Russian Federation.

String

The domain under consideration for delegation at the DNS root level is “рф”. This is represented in ASCII-compatible encoding according to the 2003 IDNA specification as “xn--p1ai”. The individual Unicode code points that comprise this string are U+0440 U+0444.

In Russian language, the string has a meaning equivalent to “R.F.”, as an initialism for Российская Федерация (“Russian Federation” in English). The string is expressed using the Cyrillic script.

In order to provide a comprehensive English-based reference method to help support day-to-day maintenance operations, ICANN generates an additional unique code using the English-based representation of IDN-based top-level domains, along with the BCP 47 code representing the string’s language and script. In accordance with this practice, upon successful delegation Staff intend to assign this string an IANA reference code of “rf:ru-Cyrl”.

Chronology of events

Discussion concerning a Cyrillic country-code top-level domain for Russia started in earnest around 2008, when the press took a particular interest in the possibility of such a domain. The Coordination Centre for TLD RU, the current sponsoring organisation of

the .RU domain, polled the community on opinions with a majority favouring the introduction, albeit with a small number favouring an alternate string being used.

In June 2008, the Council of the Coordination Center undertook a project to work on such a domain.

The Coordination Center conducted publish outreach to highlight the importance of the Cyrillic domain, including a number of conferences and round-table events. Notably, during this period, Russian President Dmitry Medvedev highlighted the importance of such a domain, stating “We must do everything we can to get the assignment of domain names in Cyrillic.”

While most in the community were supportive of the proposed domain, there were some skeptical reactions. The main areas of concern expressed were that it was a mechanism of extracting more domain registration fees from trademark holders and website operators; and that it would “build a Cyrillic cyberghetto”.

In November 2009, an application was made to the new “IDN Fast Track” process to have the string “рф” recognised as representing the Russian Federation. The Minister of Telecoms and Mass Communication of the Russian Federation supported the application, as well as a number of private bodies. The Deputy Director of the Institute for the Russian Language advised that the acronym was a “broadly used as a common equivalent to the proper noun” for the Russian Federation.

On 6 January 2010, review by the IDN Fast Track DNS Stability Panel found that “that the applied-for string associated with the fast track application ... presents none of the threats to the stability or security of the DNS ... and (b) presents an acceptably low risk of user confusion”. The request for the string to represent the country of the Russian Federation was subsequently approved.

On 25 January 2010, Coordination Center for TLD RU presented an application to ICANN for delegation of “рф” as a top-level domain.

Proposed Sponsoring Organisation and Contacts

The proposed sponsoring organisation is the Coordination Center for TLD RU, an “autonomous non-commercial organisation” under Russian law, situated at Bolshoy Golovin pereulok 23, Moscow, Russia.

The proposed administrative contact is Andrei Kolesnikov, Director of Coordination Center for TLD RU. The administrative contact is understood to be based in the Russian Federation.

The proposed technical contact is Marina Nikerova, CEO of the Technical Center of Internet.

EVALUATION OF THE REQUEST

String Eligibility

The top-level domain “рф” is eligible for delegation under ICANN policy, as the string has been deemed an appropriate representation of the Russian Federation through the ICANN Fast Track String Selection process, and the Russian Federation is presently listed in the ISO 3166-1 standard.

Public Interest

Support for this application has been received from the Minister of Communication and Mass Media of the Russian Federation. Its support is for a five year duration.

Support for the request has been expressed by the Internet Providers Union, the Regional Public Center for Internet Technologies, and the Association of Scientific and Educational Organisations (RELARN).

The application is consistent with known applicable laws in the Russian Federation.

The proposed sponsoring organisation undertakes to operate the domain in a fair and equitable manner.

Based in country

The proposed sponsoring organisation is constituted in the Russian Federation. The proposed administrative contact is understood to be resident in the Russian Federation. The registry is to be operated in the country.

Stability

The application does not involve a transfer of domain operations from an existing domain registry, and therefore stability aspects relating to registry transfer have not been evaluated.

The application is not known to be contested.

Competency

The applicant has provided a detailed and extensive explanation of the policy development processes, and proposed registry operations for the domain. They have demonstrated a great

deal of thoughtfulness has been placed into how the domain would be operated, and the structure of its operations. The proposed sponsoring organisation is the current operator of the .RU domain, and therefore has already gained technical and operational experience in running a top-level domain.

EVALUATION PROCEDURE

The Internet Corporation for Assigned Names and Numbers (ICANN) is tasked with managing the Domain Name System root zone as part of a set of functions governed by a contract with the U.S. Government. This includes managing the delegations of top-level domains.

A subset of top-level domains are designated for the local Internet communities in countries to operate in a way that best suits their local needs. These are known as country-code top-level domains, and are assigned by ICANN to responsible trustees (known as “Sponsoring Organisations”) who meet a number of public-interest criteria for eligibility. These criteria largely relate to the level of support the trustee has from their local Internet community, their capacity to ensure stable operation of the domain, and their applicability under any relevant local laws.

Through an ICANN department known as the Internet Assigned Numbers Authority (IANA), requests are received for delegating new country-code top-level domains, and re delegating or revoking existing country-code top-level domains. An investigation is performed on the circumstances pertinent to those requests, and, when appropriate, the requests are implemented. Decisions on whether to implement requests are made by the ICANN Board of Directors, taking into account ICANN’s core mission of ensuring the stable and secure operation of the Internet’s unique identifier systems.

Purpose of evaluations

The evaluation of eligibility for country-code top-level domains, and of evaluating responsible trustees charged with operating them, is guided by a number of principles. The objective of the assessment is that the action enhances the secure and stable operation of the Internet’s unique identifier systems. The evolution of the principles has been documented in “Domain Name System Structure and Delegation” (RFC 1591), “Internet Domain Name System Structure and Delegation” (ICP-1), and other informational memoranda.

In considering requests to delegate or redelegate country-code top-level domains, input is sought regarding the proposed new Sponsoring Organisation, as well as from persons and organisations that may be significantly affected by the change, particularly those within the nation or territory to which the ccTLD is designated.

The assessment is focussed on the capacity for the proposed sponsoring organisation to meet the following criteria:

- The domain should be operated within the country, including having its sponsoring organisation and administrative contact based in the country.
- The domain should be operated in a way that is fair and equitable to all groups in the local Internet community.
- Significantly interested parties in the domain should agree that the prospective trustee is the appropriate party to be responsible for the domain, with the desires of the national government taken very seriously.
- The domain must be operated competently, both technically and operationally. Management of the domain should adhere to relevant technical standards and community best practices.
- Risks to the stability of the Internet addressing system must be adequately considered and addressed, particularly with regard to how existing identifiers will continue to function.

Method of evaluation

To assess these criteria, information is requested from the applicant regarding the proposed sponsoring organisation and method of operation. In summary, a request template is sought specifying the exact details of the delegation being sought in the root zone. In addition, various documentation is sought describing: the views of the local internet community on the application; the competencies and skills of the trustee to operate the domain; the legal authenticity, status and character of the proposed trustee; and the nature of government support for the proposal. The view of any current trustee is obtained, and in the event of a redelegation, the transfer plan from the previous sponsoring organisation to the new sponsoring organisation is also assessed with a view to ensuring ongoing stable operation of the domain.

After receiving this documentation and input, it is analysed in relation to existing root zone management procedures, seeking input from parties both related to as well as independent of the proposed sponsoring organisation should the information provided in the original application be deficient. The applicant is given the opportunity to cure any deficiencies before a final assessment is made.

Once all the documentation has been received, various technical checks are performed on the proposed sponsoring organisation's DNS infrastructure to ensure name servers are properly configured and are able to respond to queries for the top-level domain being

requested. Should any anomalies be detected, IANA staff will work with the applicant to address the issues.

Assuming all issues are resolved, an assessment is compiled providing all relevant details regarding the proposed sponsoring organisation and its suitability to operate the top-level domain being requested. This assessment is submitted to ICANN's Board of Directors for its determination on whether to proceed with the request.

**Annex to 2010-04-22-06 Delegation of IDN ccTLDs -
Saudi Arabia - report-265566**

ANNEX TO ICANN BOARD SUBMISSION NO. 2010-04-22-06

TITLE: Delegation of the ¹السعودية (‘‘al-Saudiah’’) domain representing Saudi Arabia in Arabic to the Communications and Information Technology Commission

Redacted



¹ Due to software compatibility issues with right-to-left scripts, this representation of the script is known to be inaccurate. The string will be faithfully presented on the final report posted on the website.

² The term IANA is used throughout this document to refer to the department within ICANN that performed the IANA functions.

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**Annex to 2010-04-22-06 Delegation of IDN ccTLDs -
Saudi Arabia - 265566-enclosures**

**Draft Public Report —
Delegation of the السعودية. (“al-Saudiah”) domain representing
Saudi Arabia in Arabic to the Communications and Information
Technology Commission**

ICANN has received a request to delegate السعودية as a country-code top-level domain representing Saudi Arabia, to the Communications and Information Technology Commission. ICANN Staff have assessed the request, and provide this report for the ICANN Board of Directors to consider.

FACTUAL INFORMATION

Country

The “SA” ISO 3166-1 code, from which this application’s eligibility derives, is designated for use to represent Saudi Arabia, a country located in the Arabic Peninsula with a population of approximately 29 million people.

String

The domain under consideration for delegation at the DNS root level is “السعودية”. This is represented in ASCII-compatible encoding according to the 2003 IDNA specification as “xn--mgberp4a5d4ar”. The individual Unicode code points that comprise this string are U+0627 U+0644 U+0633 U+0639 U+0648 U+062F U+064A U+0629.

In Arabic language, the string has a meaning equivalent to “Saudi Arabia” in English. Its pronunciation in English is transliterated as “al-Saudiah”. The string is expressed using the Arabic script.

In order to provide a comprehensible English-based reference method to help support day-to-day maintenance operations, ICANN generates an additional unique code using the English translation of IDN-based top-level domains, along with the BCP 47 code representing the string’s language and script. In accordance with this practice, upon successful delegation Staff intend to assign this string an IANA reference code of “alsaudiah:al-Arab”.

String Variants

Applicants under the ICANN IDN Fast Track programme are asked to self-nominate an “IDN table”, which has the ability to nominate variants of specific code-points which, when interchanged in a label, will result in the same meaning. If such variants are provided as part of the application, the calculated variants of the delegated string will be reserved from delegation by any party until such time as future policy supersedes this practice. As such, ICANN staff will mark calculated variants as reserved in the Root Zone Database and not entertain future delegation requests for those labels.

The variant labels designated by the applicant are “السعودية” encoded as “xn--mgberp4a5d4a87g”, “السعودية” encoded as “xn--mgbql7ca0a67fbc”, and “السعوديه” encoded as “xn--mgbqly7cvafr”.

Chronology of events

Internet access was introduced into Saudi Arabia by ministerial decree in 1997, with the task assigned to King Abdulaziz City for Science and Technology (KACST). Subsequently, KACST successfully applied for delegation of the .SA country-code top-level domain in 1995. Within the organisation a new department “Saudi Network Information Center” (SaudiNIC) was established to perform registry operations.

In 2003, under new telecommunications law, the Communications and Information Technology Commission (CITC) was created to regulate information technology and communications within Saudi Arabia. As part of the liberalisation process, Royal Decree 229 was issued in 2004, which saw SaudiNIC moved from KACST to CITC in 2007.

Recognising the desire for Arabic script based addressing on the Internet, a team was created which ultimately became the “Arabic Domain Names Pilot Project”. Comprised of a steering committee and a technical committee, the Project was comprised of seven participant countries (Egypt, Palestine, Qatar, Saudi Arabia, Syria, Tunisia and the United Arab Emirates) and tasked with implementing a test bed to gain early experience in using Arabic domain names in Arab countries, using uniform standards, and developing tools required.

In 2007, SaudiNIC published a paper “Using Arabic Scripts in Internationalised Domain Names”. The paper discusses country-code Arabic language domains in three variants: short stubs, similar to ISO 3166-1 codes; nationality based; and country short name based. The paper speculates for Saudi Arabia the codes could be “*see below*”¹, “سعودي” and “السعودية” respectively. The paper notes that “abbreviations are not widely used in Arabic

language” and therefore “it has been found that using Arabic full words for gTLDs (sic) is more suitable for the Arabic language”.

In November 2009, an application was made to the new “IDN Fast Track” process to have the string “السعودية” recognised as representing Saudi Arabia. The Minister of Communications and Information Technology wrote in support of this string request in a letter dated 10 November 2009. Letters of support for the string request were also received by representatives of King Saud University, Red Tech Consulting, Bayanet al Oula, Sahara Net and Devoteam Saudi Arabia.

On 6 January 2010, review by the IDN Fast Track DNS Stability Panel found that “the applied-for string and declared variants associated with the application from [Saudi Arabia] (a) present none of the threats to the stability or security of the DNS ... and (b) present an acceptably low risk of user confusion; and confirm that the declared variants are legitimate variants of the applied-for (primary) string”. The request for the string to represent the country of Saudi Arabia was subsequently approved.

On 22 January 2010, CITC presented an application to ICANN for delegation of the primary string “السعودية” as a top-level domain.

Proposed Sponsoring Organisation and Contacts

The proposed sponsoring organisation is the Communications and Information Technology Commission, a governmental entity of Saudi Arabia.

The proposed administrative contact is Abdulaziz Al-Zoman, the head of the Saudi Network Information Center. The administrative contact is understood to be based in Saudi Arabia.

The proposed technical contact is Raed Al-Fayez, technical manager of the Communications and Information Technology Commission.

EVALUATION OF THE REQUEST

String Eligibility

The top-level domain “السعودية” is eligible for delegation under ICANN policy, as the string has been deemed an appropriate representation of the country Saudi Arabia through the ICANN Fast Track String Selection process, and the country Saudi Arabia is presently listed in the ISO 3166-1 standard.

Public Interest

The Director General of the Saudi e-Government Program within the Ministry of Communications and Information Technology, and the Vice Minister of Boys Education of the Ministry of Education have both written in favour of the application.

The decision for the proposed sponsoring organisation is by virtue of a government mandate to take responsibility of Internet affairs in the country. No documentation has been provided to demonstrate a public process was conducted in selecting of the proposed sponsoring organisation as the appropriate operator on behalf of the local Internet community. ICANN has received only form letters supporting this application from the local Internet community. These were received from Computer Emergency Response Team Saudi Arabia, ICT Ventures, Devoteam Saudi Arabia, KACST, and Sahara Net.

The application is consistent with known applicable local laws in Saudi Arabia.

The proposed sponsoring organisation undertakes to continue to operate the domain in a fair and equitable manner, using the same policies used for the “.SA” domain today that is published on its website. The proposed sponsoring organisation has stated it engages the community on policy development through surveys, general consultations performed by CITC, and other activities like publishing the RFC 5564 which describes linguistic guidelines for using Arabic in domain names.

Based in country

The proposed sponsoring organisation is constituted in Saudi Arabia. The proposed administrative contact is understood to be resident in Saudi Arabia. The registry is to be operated in the country.

Stability

This application does not involve a transfer of domain operations from an existing domain registry, and therefore stability aspects relating to registry transfer have not been evaluated.

The application is not known to be contested.

Competency

The proposed sponsoring organisation is the current registry for the “.SA” domain, and has satisfactory registry operational and technical expertise as a result of this.

EVALUATION PROCEDURE

The Internet Corporation for Assigned Names and Numbers (ICANN) is tasked with managing the Domain Name System root zone as part of a set of functions governed by a

contract with the U.S. Government. This includes managing the delegations of top-level domains.

A subset of top-level domains are designated for the local Internet communities in countries to operate in a way that best suits their local needs. These are known as country-code top-level domains, and are assigned by ICANN to responsible trustees (known as “Sponsoring Organisations”) who meet a number of public-interest criteria for eligibility. These criteria largely relate to the level of support the trustee has from their local Internet community, their capacity to ensure stable operation of the domain, and their applicability under any relevant local laws.

Through an ICANN department known as the Internet Assigned Numbers Authority (IANA), requests are received for delegating new country-code top-level domains, and re delegating or revoking existing country-code top-level domains. An investigation is performed on the circumstances pertinent to those requests, and, when appropriate, the requests are implemented. Decisions on whether to implement requests are made by the ICANN Board of Directors, taking into account ICANN’s core mission of ensuring the stable and secure operation of the Internet’s unique identifier systems.

Purpose of evaluations

The evaluation of eligibility for country-code top-level domains, and of evaluating responsible trustees charged with operating them, is guided by a number of principles. The objective of the assessment is that the action enhances the secure and stable operation of the Internet’s unique identifier systems. The evolution of the principles has been documented in “Domain Name System Structure and Delegation” (RFC 1591), “Internet Domain Name System Structure and Delegation” (ICP-1), and other informational memoranda.

In considering requests to delegate or redelegate country-code top-level domains, input is sought regarding the proposed Sponsoring Organisation, as well as from persons and organisations that may be significantly affected by the change, particularly those within the nation or territory to which the ccTLD is designated.

The assessment is focussed on the capacity for the proposed sponsoring organisation to meet the following criteria:

- The domain should be operated within the country, including having its sponsoring organisation and administrative contact based in the country.
- The domain should be operated in a way that is fair and equitable to all groups in the local Internet community.

- Significantly interested parties in the domain should agree that the prospective trustee is the appropriate party to be responsible for the domain, with the desires of the national government taken very seriously.
- The domain must be operated competently, both technically and operationally. Management of the domain should adhere to relevant technical standards and community best practices.
- Risks to the stability of the Internet addressing system must be adequately considered and addressed, particularly with regard to how existing identifiers will continue to function.

Method of evaluation

To assess these criteria, information is requested from the applicant regarding the proposed sponsoring organisation and method of operation. In summary, a request template is sought specifying the exact details of the delegation being sought in the root zone. In addition, various documentation is sought describing: the views of the local internet community on the application; the competencies and skills of the trustee to operate the domain; the legal authenticity, status and character of the proposed trustee; and the nature of government support for the proposal. The view of any current trustee is obtained, and in the event of a redelegation, the transfer plan from the previous sponsoring organisation to the new sponsoring organisation is also assessed with a view to ensuring ongoing stable operation of the domain.

After receiving this documentation and input, it is analysed in relation to existing root zone management procedures, seeking input from parties both related to as well as independent of the proposed sponsoring organisation should the information provided in the original application be deficient. The applicant is given the opportunity to cure any deficiencies before a final assessment is made.

Once all the documentation has been received, various technical checks are performed on the proposed sponsoring organisation's DNS infrastructure to ensure name servers are properly configured and are able to respond to queries for the top-level domain being requested. Should any anomalies be detected, IANA staff will work with the applicant to address the issues.

Assuming all issues are resolved, an assessment is compiled providing all relevant details regarding the proposed sponsoring organisation and its suitability to operate the top-level domain being requested. This assessment is submitted to ICANN's Board of Directors for its determination on whether to proceed with the request.

Annex to 2010-04-22-07 Delegation of IDN ccTLDs - Emirates-294998-annex

ANNEX TO ICANN BOARD SUBMISSION NO. 2010-04-22-07

TITLE: Delegation of the امارات¹ (“Emarat”) domain representing the United Arab Emirates to the Telecommunications Regulatory Authority

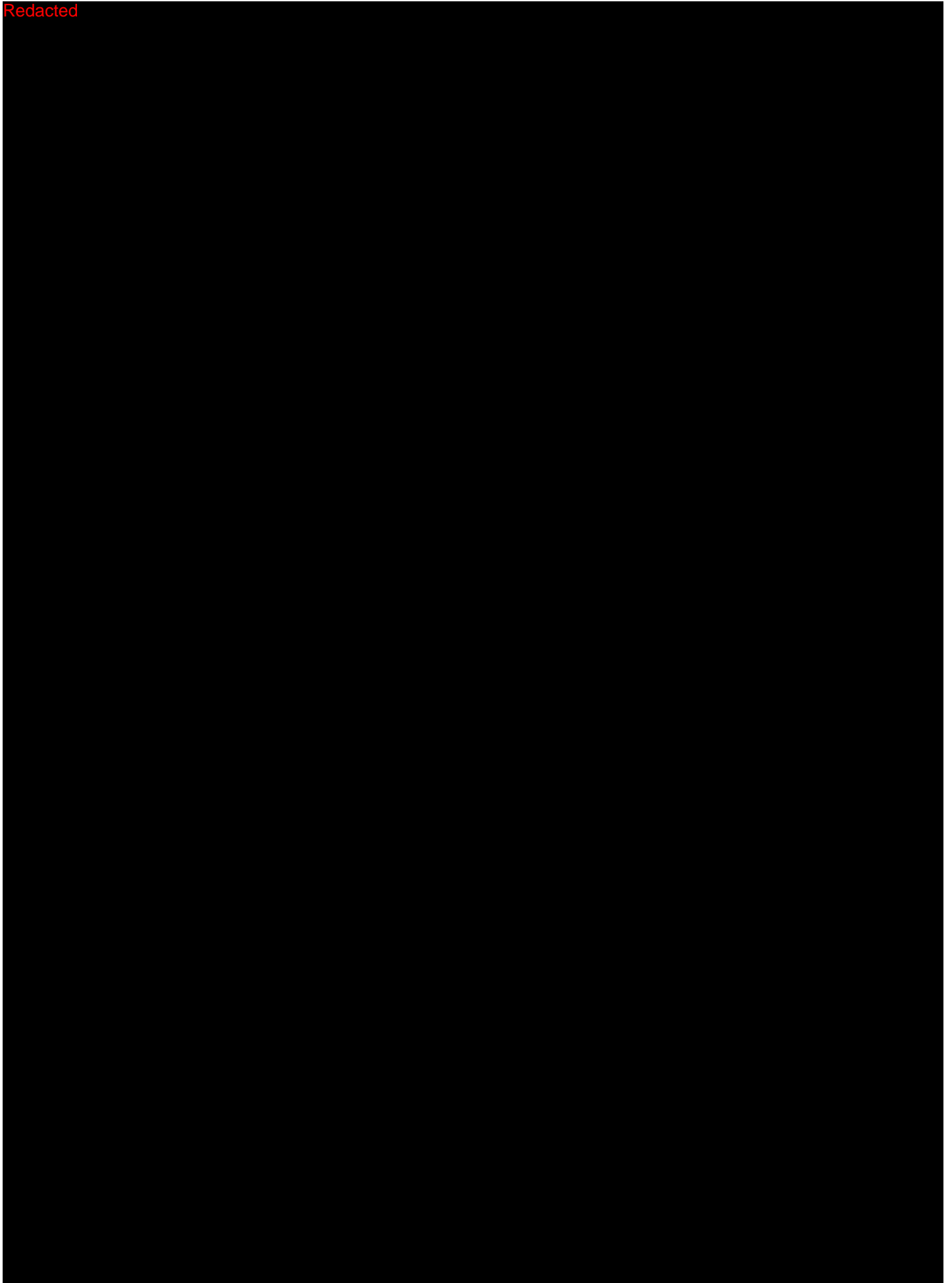
Redacted



¹ Due to software compatibility issues with right-to-left scripts, this representation of the script is known to be inaccurate. The string will be faithfully presented on the final reported posted on the website.

² The term IANA is used throughout this document to refer to the department within ICANN that performed the IANA functions.

Redacted



Submitted by: Kim Davies
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Date Noted: 7 April 2010
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Annex to 2010-04-22-07 Delegation of IDN ccTLDs - Emirates - enclosures

**Draft Public Report —
Delegation of the امارات (“Emarat”) domain representing
United Arab Emirates to Telecommunications Regulatory
Authority**

ICANN has received a request to delegate the امارات as a country-code top-level domain representing United Arab Emirates, to the Telecommunications Regulatory Authority. ICANN Staff have assessed the request, and provide this report for the ICANN Board of Directors to consider.

FACTUAL INFORMATION

Country

The “AE” ISO 3166-1 code, from which this application’s eligibility derives, is designated for use to represent United Arab Emirates, a country located in the Arabic Peninsula with a population of approximately five million people.

String

The domain under consideration for delegation at the DNS root level is “امارات”. This is represented in ASCII-compatible encoding according to the 2003 IDNA specification as “xn--mgbaam7a8h”. The individual Unicode code points that comprise this string are U+0627 U+0645 U+0627 U+0631 U+0627 U+062A.

In Arabic language, the string has a meaning equivalent to “Emirates” in English. Its pronunciation in English is transliterated as “Emarat”. The string is expressed using the Arabic script.

In order to provide a comprehensible English-based reference method to help support day-to-day maintenance operations, ICANN generates an additional unique code using the English translation of IDN-based top-level domains, along with the BCP 47 code representing the string’s language and script. In accordance with this practice, upon successful delegation Staff intend to assign this string an IANA reference code of “emarat:al-Arab”.

Chronology of events

In light of ICANN's initiatives to allow for internationalised country code top-level domains, the UAE Telecommunications Regulatory Authority conducted a consultation process in 2009, in order to identify the appropriate string to select as an IDN ccTLD to represent the United Arab Emirates. Participants in the consultation process were the regulatory authority, the Ministry of Cabinet Affairs representing the UAE Government, Emirates Internet Group representing the local user community, and two Internet providers Etisalat and du.

The consultation sought responses on how the domain should be run, and who the registry operator should be, considering key aspects of neutrality, technology, policy, financial sustainability, promotion of the TLD, continuous development and experience. The consensus, and conclusion of the consultation, was that the new domain should be operated in a similar fashion as the .AE domain, by the same operator.

In November 2009, an application was made to the new "IDN Fast Track" process to have the string "امارات" recognised as representing the United Arab Emirates. The request was supported by the Government of the United Arab Emirates, with additional community support from the Emirates Internet Group, Etisalat, du, the UAE University, and the Telecommunications Regulatory Authority.

On 6 January 2010, review by the IDN Fast Track DNS Stability Panel found that "the applied-for string and declared variants associated with the application from [the United Arab Emirates] (a) present none of the threats to the stability or security of the DNS ... and (b) present an acceptably low risk of user confusion". The request for the string to represent the United Arab Emirates was subsequently approved.

On 21 January 2010, the Telecommunications Regulatory Authority presented an application to ICANN for delegation of "امارات" as a top-level domain.

Proposed Sponsoring Organisation and Contacts

The proposed sponsoring organisation is the Telecommunications Regulatory Authority, a federal governmental authority in the United Arab Emirates.

The proposed administrative contact is Mohammed Gheyath, Executive Director of Technology Development Affairs at the Telecommunications Regulatory Authority. The administrative contact is understood to be based in the United Arab Emirates.

The proposed technical contact is Mohammed Al Zarooni, Director of .ae Domain Administration.

EVALUATION OF THE REQUEST

String Eligibility

The top-level domain “امارات” is eligible for delegation under ICANN policy, as the string has been deemed an appropriate representation of the country United Arab Emirates through the ICANN Fast Track String Selection process, and the country United Arab Emirates is presently listed in the ISO 3166-1 standard.

Public Interest

The Government of the United Arab Emirates is in support of this application, by resolution of the Ministerial Council for Services number 54/5 of 2009, reported by Mansoor Bin Zayed Al Nahyan, Minister of Presidential Affairs.

Selection of the proposed sponsoring organisation was the outcome of a consultation performed by the Telecommunications Regulatory Authority, which concluded arrangements for the proposed delegation be the same as for the .AE domain, which was delegated the current arrangement in 2007. ICANN has received letters of support from Etisalat and du, two significant telecommunications providers in the country; and the Emirates Internet Group, the local chapter of ISOC.

The application is consistent with known applicable local laws in the United Arab Emirates.

The proposed sponsoring organisation undertakes to continue to operate the domain in a fair and equitable manner, using the same policies used for the “.AE” domain today that is published on its website.

Based in country

The proposed sponsoring organisation is constituted in the United Arab Emirates. The proposed administrative contact is understood to be resident in United Arab Emirates. The registry is to be operated in the country.

Stability

This application does not involve a transfer of domain operations from an existing domain registry, and therefore stability aspects relating to registry transfer have not been evaluated.

The application is not known to be contested.

Competency

The proposed sponsoring organisation is the current registry for the “.AE” domain. The applicant has provided detail on the operational capacity of the registry to operate the new domain, and has satisfactory registry operational and technical expertise through their existing registry operations.

EVALUATION PROCEDURE

The Internet Corporation for Assigned Names and Numbers (ICANN) is tasked with managing the Domain Name System root zone as part of a set of functions governed by a contract with the U.S. Government. This includes managing the delegations of top-level domains.

A subset of top-level domains are designated for the local Internet communities in countries to operate in a way that best suits their local needs. These are known as country-code top-level domains, and are assigned by ICANN to responsible trustees (known as “Sponsoring Organisations”) who meet a number of public-interest criteria for eligibility. These criteria largely relate to the level of support the trustee has from their local Internet community, their capacity to ensure stable operation of the domain, and their applicability under any relevant local laws.

Through an ICANN department known as the Internet Assigned Numbers Authority (IANA), requests are received for delegating new country-code top-level domains, and redelegating or revoking existing country-code top-level domains. An investigation is performed on the circumstances pertinent to those requests, and, when appropriate, the requests are implemented. Decisions on whether to implement requests are made by the ICANN Board of Directors, taking into account ICANN’s core mission of ensuring the stable and secure operation of the Internet’s unique identifier systems.

Purpose of evaluations

The evaluation of eligibility for country-code top-level domains, and of evaluating responsible trustees charged with operating them, is guided by a number of principles. The objective of the assessment is that the action enhances the secure and stable operation of the Internet’s unique identifier systems. The evolution of the principles has been documented in “Domain Name System Structure and Delegation” (RFC 1591), “Internet Domain Name System Structure and Delegation” (ICP-1), and other informational memoranda.

In considering requests to delegate or redelegate country-code top-level domains, input is sought regarding the proposed new Sponsoring Organisation, as well as from persons and organisations that may be significantly affected by the change, particularly those within the nation or territory to which the ccTLD is designated.

The assessment is focussed on the capacity for the proposed sponsoring organisation to meet the following criteria:

- The domain should be operated within the country, including having its sponsoring organisation and administrative contact based in the country.
- The domain should be operated in a way that is fair and equitable to all groups in the local Internet community.
- Significantly interested parties in the domain should agree that the prospective trustee is the appropriate party to be responsible for the domain, with the desires of the national government taken very seriously.
- The domain must be operated competently, both technically and operationally. Management of the domain should adhere to relevant technical standards and community best practices.
- Risks to the stability of the Internet addressing system must be adequately considered and addressed, particularly with regard to how existing identifiers will continue to function.

Method of evaluation

To assess these criteria, information is requested from the applicant regarding the proposed sponsoring organisation and method of operation. In summary, a request template is sought specifying the exact details of the delegation being sought in the root zone. In addition, various documentation is sought describing: the views of the local internet community on the application; the competencies and skills of the trustee to operate the domain; the legal authenticity, status and character of the proposed trustee; and the nature of government support for the proposal. The view of any current trustee is obtained, and in the event of a redelegation, the transfer plan from the previous sponsoring organisation to the new sponsoring organisation is also assessed with a view to ensuring ongoing stable operation of the domain.

After receiving this documentation and input, it is analysed in relation to existing root zone management procedures, seeking input from parties both related to as well as independent of the proposed sponsoring organisation should the information provided in the original application be deficient. The applicant is given the opportunity to cure any deficiencies before a final assessment is made.

Once all the documentation has been received, various technical checks are performed on the proposed sponsoring organisation's DNS infrastructure to ensure name servers are properly configured and are able to respond to queries for the top-level domain being

requested. Should any anomalies be detected, IANA staff will work with the applicant to address the issues.

Assuming all issues are resolved, an assessment is compiled providing all relevant details regarding the proposed sponsoring organisation and its suitability to operate the top-level domain being requested. This assessment is submitted to ICANN's Board of Directors for its determination on whether to proceed with the request.