IDN ccTLD Fast Track Program
Proposed Implementation Details Regarding:

Arrangement between ICANN and prospective IDN ccTLD managers

Date of Publication: 29 May 2009

Background – IDN ccTLD Fast Track Process

One of the most significant innovations in the Internet since its inception will be the introduction of top level Internationalized Domain Names (IDNs). These will offer many new opportunities and benefits for Internet users around the world by allowing them to establish and use domains in their native languages and scripts.

The topic of IDNs has been discussed in the ICANN community for a number of years. Initially, development was focused on enabling the introduction of IDNs as registrations under existing TLDs, but focus has shifted to be on broadening the characters repertoire available for use in top level strings as well. The IDN ccTLD Fast Track Process is one process ICANN is working on that will enable such introduction. The process for implementation of new gTLDs will also support Internationalized Top Level domains as part of the new gTLD program.

The initial steps for introduction of IDN ccTLDs were initiated by the ICANN Board at its meeting in Sao Paulo (December 2006). During consultations and discussions of the then joint GAC and ccNSO IDN working group, it became clear that a number of countries and territories have a pressing need for IDN ccTLDs. The IDN ccTLD Fast Track Process is specifically aiming at meeting this near-term demand and at gaining experience with the mechanisms for selection and authorization of such TLDs that can inform the ongoing long-term policy development process.

The implementation of the IDN ccTLD Fast Track Process is underway and it based on the Final Report of the IDNC Working Group, recommending mechanisms to introduce a limited number of non contentious IDN ccTLDs, associated with the ISO 3166-1 two-letter codes. In the initial Draft Implementation Plan for the IDN ccTLD Fast Track Process a number of open issues were identified that require further input from the community and need to be resolved, to complete the implementation.

This paper is part of a series of papers that will serve as proposed solutions on these open issues. The proposed solutions are based on received public comments and input received through meetings, such as those held during the ICANN meeting in Cairo, Egypt, November 3-7, 2008, and in Mexico City, Mexico, 1-6 March 2009. The papers are being posted in conjunction with an updated Draft Implementation Plan to seek further community collaborations in particular before and during the ICANN Meeting in Sydney, Australia, 21-26 June 2009.A public comment period for these papers is made available to enable and document such community discussions. Received comments will then be used to revise the plan in preparation of a Final Implementation Plan.

Please note that this is a proposed discussion draft only. Potential IDN ccTLD requestors should not rely on any of the proposed included details as it remains subject to further consultation and revision.

A full overview of activities related to the IDN ccTLD Fast Track Process and implementation thereof can be viewed here: http://www.icann.org/en/topics/idn/fast-track/

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Summary of Key Points in this Paper

- There are three issues for public discussion regarding the obligations of ICANN and IDN ccTLD operators: the content of those obligations, the form by which those obligations are memorialised, and if the agreement to abide by those obligations can be enforced.

- There is general community agreement on content (in particular adherence to terms relating to DNS stability).

- The form of agreement can be made optional so long as there is a discussion regarding resolution of disputes and enforcement of terms.

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General Overview Relating to DoR

On 18 February 2009 and in previous instances, ICANN published a set of proposed implementation details on the topic of [Documentation of Responsibility between ICANN and prospective IDN ccTLD managers](). The purpose of the paper was to inform community discussions on how the ongoing relationship between ICANN and the IDN ccTLD manager should be defined. The paper explored the benefits and difficulties with whether there is a need for a required bilateral arrangement between an IDN ccTLD and ICANN and what the elements of such a bilateral arrangement should be. Specifically, the paper suggested a requirement for both parties to sign a form of Documentation of Responsibilities (DoR). The DoR contained three key sections detailing: roles and responsibilities, core commitments and on resolving problems and disputes.

ICANN staff has gathered feedback from the community on the proposals outlined in the paper with a view to refining an approach. Detailed feedback comments on this topic are provided in Annex A to this paper.

Overall, the feedback has indicated that: ensuring commitment to IDNA protocol requirements, IDN guidelines, and other technical requirements is generally accepted. There are divergent views on how best to achieve those goals. Specifically it is understood that:

- Commitment to adhere to relevant technical standards and IDN Guidelines is essential and generally accepted.

- The need to define and describe roles and obligations of ICANN and IDN ccTLD Managers is broadly accepted, however there are diverging opinions on whether this should be a requirement to participate in the Fast Track Process.

- It is not clear how an agreement to adhere to technical standards, even in the case where there is a signed document, would be enforced.

This paper is organised around those three issues for discussion:

- Agreement content: what are the roles and responsibility of the parties? It's in the best interest of IDN ccTLD operators and the entire IDN community to adhere to

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all relevant IETF standards including IDNA protocol, IDN Guidelines and commit to complying with future protocol updates. [1]

- Agreement form: Based on the ongoing community discussions, two proposed mechanisms are emerging:

    o a mandatory signed DoR at the time of approval of delegation of the requested string(s), or

    o express acceptance of specific terms and conditions describing the TLD obligations when signing the TLD request.

- Compliance mechanisms: what avenues are available to ensure adherence to the relevant technical standards and IDNA guidelines.

These findings are discussed in detail in the following.

In order to allow for implementation and launch of the Fast Track Process by Q4-2009, ICANN is posting this paper to ask the community to consider and provide feedback.

CONTENT:

1. Need to commit to adherence to relevant standards and IDN Guidelines generally shared and accepted

Feedback indicates, the commitment to adhere to standards is generally shared and accepted both for the benefit of local and global users of the Internet.

In the first topic paper we argued that the need for a mandatory agreement or understanding between ICANN and IDN ccTLD managers to ensure security, stability and interoperability of the DNS; in particular an agreement would ask for a commitment to adhere to relevant technical standards and the ICANN IDN guidelines relative to the introduction and operation of IDN ccTLDs.

Feedback from the GAC, ccNSO, and individual ccTLD representatives, who are opposed to the requirement to sign a DoR or other type of agreement a requirement for requesting and delegation of an IDN ccTLD, indicated that commitment to adhere to relevant technical standards and IDN Guidelines is needed and beneficial.

Regardless of the form of agreement (DoR or terms in the IDN request form), the content of each form is described below.

1. Core commitments. The first set of commitments by both ICANN and the IDN ccTLD manager are similar to the commitments agreed with ccTLDs under the Accountability Framework programme. In addition specific commitments related to introduction and the operation of an IDN ccTLD would be included. Given the fast track nature of IDN ccTLDs and, to ensure the interoperability, security and stability of the DNS in the interest of both the local and global users of the Internet, it must be ensured that the registration policy for the IDN ccTLD complies

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[1] GAC Communiqué – Mexico City

with the IDNA protocol and IDN guidelines. ICANN would maintain and keep maintained a repository for the submission of IDN Tables and maintain and publish the IDN Guidelines.

2. Cooperative Engagement. This term contains a mechanism to ensure ICANN and the IDN ccTLD will, as a first step, work together to resolve any dispute in a cooperative manner.

As the development for the overall policy for the introduction and delegation of IDN ccTLDs has just been initiated by the ccNSO Council http://ccnso.icann.org/workinggroups/minutes-council-07apr09.pdf , and the IDNA protocol is currently updated, the fast track IDN ccTLD process is considered a 'proof of concept' for the IDN ccTLD programme, as was envisioned in the charter of the IDNC WG. As such, ICANN and participants in the Fast Track process should commit to a certain set of programme obligations and requirements as a condition for requesting an IDN ccTLD.

FORM

2. Divergent views on need to document roles and responsibilities

Regardless of form, a reason for the need of for an arrangement between ICANN and the ccTLD manager at the time the IDN ccTLD becomes operational is the understanding that IDN ccTLDs will be introduced under different conditions and in a different environment than ccTLDs. A clear demarcation and acknowledgement of the roles and responsibilities of both ICANN and an IDN ccTLD manager serves to clarify obligations for all parties and stakeholders publicly.

Based on an assessment of the public comments received so far, this objective is generally supported. However, according to the GAC, ccNSO, representatives of governments, and ccTLDs only a voluntary acceptance of a documentation of roles, responsibilities and related accountability is acceptable. However it is noted that both the GAC and the ccNSO encourage entering into such an arrangement. It is also noted that some comments seem to indicate that entering into an agreement may not be possible for certain entities, and therefore should not be a condition for delegation of an IDN ccTLD.

3. Alternative formats to commit and ensure adherence to technical standards and IDN Guidelines and cooperative engagement

Based on the feedback received on the first topic paper, it is clear that the need to ensure that both ICANN and the IDN ccTLD manager commit to the relevant technical standards and IDN Guidelines, and to coordinate actions in order to address immediate threats to DNS security and stability. This could be achieved through either of the two following forms:

- DoR: A light-weight arrangement, such as the proposed DoR in its current form or amended; or

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- Terms included in the IDN ccTLD request form: Terms are agreed when the request form or other instrument is signed when the IDN ccTLD is requested.

The community will need to review these options and come to a consensus as to how it prefers to proceed.

Documentation of Responsibilities or other form of agreement

Based on the feed-back received the proposed Documentation of Responsibilities language appears acceptable to the potential IDN ccTLD participants. The argument for an arrangement between ICANN and the IDN ccTLD manager remains valid, i.e., the need to ensure the security and stability of the DNS through adherence to the relevant standards and the IDN Guidelines.

A requirement that an arrangement like the DoR is in place before the IDN ccTLD becomes operational remains an alternative that needs to be considered and further explored. For reference the DoR as proposed in the previous topic paper on the subject is included in Annex B.

IDN ccTLD application form

A second option is to indicate the IDN ccTLD obligations in the request form. By signing the request for an IDN ccTLD delegation, the prospective IDN ccTLD manager agrees to meet certain obligations. These obligations would include: adherence to technical standards and IDN Guidelines, and a commitment to participate in a cooperative engagement mechanism. (This "content" is described in more detail above.) As part of this approach the IDN ccTLD would also be strongly encouraged to enter into a Documentation of Responsibilities or other form of agreement on a voluntary basis, as suggested by the GAC and the ccNSO.

Accordingly the form would describe in detail ICANN's responsibilities and those of the requester relative to the introduction and operation of IDNs as a Top Level Domain. Particularly, the content described in section 1 above would be included.

ADHERENCE TO TERMS

4. Divergent views on ensuring adherence to technical standards and IDN Guidelines

The third argument driving the need for an arrangement is to establish a defined mechanism for a dialogue between ICANN and IDN ccTLD managers and ability to enforce adherence to relevant technical standards, in particular the IDNA protocol and IDN guidelines to ensure stability and security of the DNS.

Based on the comments and input received, there is a shared understanding that it is in the best interest of all parties involved to adhere to the IDN guidelines and relevant technical standards, and responsiveness and appropriate action in the event of an adverse event, and, as recent experience has shown that, an appropriate mechanism to coordinate and align actions to address immediate threats to the security and stability of the DNS.

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From the perspective of ensuring security and stability, a mechanism for enforcement would be preferable (through a judicial-type or arbitral process). However, based on the comments and input received there seems to be divergent views on ensuring adherence. The GAC, ccNSO and others indicate, by stating a DoR or other form has to be voluntary, terms should not be enforceable. The GNSO Council on the other hand stresses the enforceability of adherence. It is thought that even if the obligations would not be enforceable in all circumstances, voluntary terms would be "enforced" by the power of global peer pressure.

Taking into account the uncertainty resulting from a large-scale operational introduction of IDN's, there is a strong need to have a mechanism in place for cooperative engagement. Taking into account the duration of any judicial (or arbitral) process and the potential issues in enforcing the outcome of a process, an arbitration or other legal proceeding may not be the most adequate and effective mechanism to resolve immediate stability and security issues in the timely manner required to mitigate a security or stability incident.

* * *

The community is requested to further consider and explore:

- Additional content that should be included in the agreement in order to ensure DNS stability and security.

- The form of agreement, whether the form could include both options above (DoR or acceptance of terms and conditions form at time of submission of request).

- The need and mechanisms to ensure adherence to relevant standards and IDN Guidelines.

Further, the community is asked to provide feedback and comments on these issues to be taken into consideration for the draft final implementation plan to be presented before the next ICANN meeting.

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Annex A: Comments received on topic Paper 14 February 2009

1.Topic Paper on Documentation of Responsibilities

1. Need for a formal arrangement

As part of the planning for the implementation of the Fast Track process, ICANN has evaluated its current program to achieve stable agreements with country code top-level domain managers. Currently, ICANN is meeting this responsibility with its ongoing programme of voluntary Accountability Frameworks (AF).

Since ccTLDs were introduced the circumstances and environment have changed considerably. This includes an increasing demand for transparency and accountability, increased need to ensure the security and stability of the Internet for the benefit of the local and global community, and demand to delineate the roles and responsibilities of the entities involved in the function of the DNS.

The introduction of IDN ccTLDs will require that a number of additional technical aspects are taken into account to ensure the security, stability and resilience of the Domain Name System. In particular it will be necessary to ensure that the IDN ccTLD manager adheres to the IDNA protocol and IDN guidelines on an ongoing basis and until a full PDP process can be completed for IDN ccTLDs.

The introduction of IDN ccTLDs under the Fast Track process is closely associated with the global IDN program, which also includes the introduction of IDN generic TLDs. This program is also developed through ICANN's bottom-up multi-stakeholder processes and in close cooperation with the technical community.

As part of this early introduction of IDNs, it is required that some of the technical and operational aspects are accounted for to ensure the security, stability and interoperability of the Domain Name System. As noted previously, this is evident in the IDNC WG report and documented further in a note from Tina Dam, ICANNs IDN Program Director to Mr. Janis Karklins, chair of the GAC and Mr. Chris Disspain, chair of the ccNSO, included as Annex B. In this context it will be necessary to ensure that the IDN ccTLD manager complies with the IDNA protocol and the IDN guidelines on an ongoing basis.

Taking into account ICANN's mission to ensure the security, stability and interoperability of the DNS, the new technical environment and conditions associated with the introduction of IDNs and the relevant technical operational requirements, the Fast Track Implementation Plan proposes a "DoR" between the IDN ccTLD manager and ICANN.

The DoR is intended to document the roles and responsibilities of both the IDN ccTLD manager and ICANN, particularly to ensure adherence to the relevant standards and guidelines during the phase of Fast Track deployment and pending the conclusion of the IDN ccPDP (Policy Development Process for the longer term introduction of IDN ccTLDs, see http://ccnso.icann.org/workinggroups/idn-pdp-process-time-table-02dec08.htm for more information).

Consistent with current ccTLD practices, the IDN ccTLD manager will be responsible for developing and setting policies associated with the operation of the IDN ccTLD in accordance with national laws. The IDN ccTLD manager will not be required to abide by ICANN's consensus policies.

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2. Comments

Nr	Name and Affiliation	Date	Comment
1	GAC communiqué	4 March	IDN ccTLDs should be similarly treated as ASCII ccTLDs
2	See # 1		GAC emphasizes that it is primarily for the local Internet community, including the relevant government or public authority, to determine the manner in which a string should be selected, the manner in which a registry operator should be selected and the registry policy that should apply for the selected IDN ccTLD.
3	See # 1		A documented relationship between ICANN and IDN ccTLD operators should be kept voluntary. A documented relationship on the basis of the proposed "Documentation of Responsibilities", either as it stands today or in a modified format, may be encouraged but should not be a condition for IDN ccTLD delegations.
4	See # 1		As it has always been the case, it's in the best interest of IDN ccTLD operators and the entire IDN community to adhere to all relevant IETF standards including IDNA protocol, IDN Guidelines and commit to complying with future protocol updates.
5	ccNSO Council Resolution	4 March	IDN ccTLDs should be treated similarly to ASCII ccTLDs and so entering into of a documented relationship between ICANN and an IDN ccTLD manager should be voluntary and not a requirement for the delegation of the IDN ccTLD. However such a documented relationship should be encouraged
6	See # 5		It is in the best interest of IDN ccTLDs managers and the entire DNS community to adhere to all relevant IETF standards (including the IDNA protocol) and the IDN Guidelines and to commit to complying with future IDNA protocol updates.
7	Paul Szyndler, .au Domain Administration	6 April	auDA recognises the desirability of agreements as proposed between ICANN and IDN ccTLD managers. They should be encouraged. The failure of ICANN and an IDN ccTLD manager to enter into a formal documented relationship

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			should not prevent the delegation of the relevant IDN ccTLD.
8	See #7		The D-o-R as proposed, provides an appropriate template for ICANN-IDN ccTLD agreements.
9	Avri Doria Chair, GNSO Council	6 April	Identification of: 1) the need for mechanisms to formalize the relationship between ICANN and the IDN ccTLD manager; 2) the fact that the circumstances and environment has changed considerably since the original introduction of the ccTLDs; 3) the need to ensure the security and stability of the Internet has increased; and, 4) the fact that the introduction of IDN ccTLDs will require that a number of additional technical aspects are taken into account, in particular to ensure that the IDN ccTLD manager adheres to the IDNA protocol and IDN guidelines on an ongoing basis.
10	See # 9		GNSO resolution reiterated that fast track IDN ccTLDs should not be entered into the root if they do not have an enforceable commitment to follow security and stability requirements such as those contained in gTLD Registry contracts, IDN Guidelines and IDN standards;
11	Abdulaziz H. Al-Zoman, SaudiNIC, CITC	7 April	The delegation of IDN ccTLDs is viewed to be similar as existing ccTLDs - they are for the local communities to operate for their own communities use. Mandatory agreements between ICANN and IDN ccTLD operator should not be made a condition for IDN ccTLDs delegation. Voluntary, documented relationship should be available between the IDN ccTLD Operator and ICANN - just as it is available to existing ccTLDs
12	See # 11		For those operators who, for whatever reason, do not want to exchange documents with ICANN, a commitment to the stability and security of the Internet, including compliance with the IDNA Guidelines and Protocols, should be sufficient.
13	Cheryl Langdon Orr, Chair of the ALAC	15 April	Clauses on community services of IDN ccTLD to local community should be incorporated and enforced in the IDN ccTLD delegation agreements.

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Annex B Proposed draft Documentation of Responsibilities – IDN ccTLD

This Documentation of Responsibilities ('DoR') is between:

[IDN **ccTLD**], an organisation incorporated under the laws of the [country], in [location], hereinafter referred to as **'IDN ccTLD'**,

And
THE INTERNET CORPORATION FOR ASSIGNED NAMES AND NUMBERS, hereinafter referred to as '**ICANN'**,

jointly to be referred to as: **'parties'** and individually to be referred to as: **'party'.**

A. Background
1. The parties want to demonstrate their commitment to maintain and enhance the stability, security and interoperability of the Internet's Domain Name System (DNS) from a global perspective and for the benefit of the local and global Internet community in an evolutionary manner on the basis of a peer relationship.

2. The [.__] Top Level Domain has been selected in [name of territory] in [year] and endorsed amongst others by the relevant public authority as a meaningful representation of the name of the territory.

3. The request for delegation of the [.   ] Top Level Domain was submitted by [IDN ccTLD] in [year] and [IDN ccTLD] is [legal status in country] and executes its operation in [country].
[IDN ccTLD] functions regarding the stability and interoperability of the DNS are to:
   a. Maintain and keep maintained name servers for the [.__] domain;
   b. Generate updates to [.__] zone data when changes occur and propagate those changes to all public authoritative name servers for the [.__] domain; and
   c. Ensure continued and stable domain name system interoperability with the global Internet.

4. ICANN is responsible for providing technical-coordination functions for the management of the system of unique identifiers of the global Internet, including the DNS. Among ICANN's responsibilities is to oversee operation of the Internet's Authoritative Root Server System. As part of ICANN's responsibilities it:

a. Enters and maintains data in the Authoritative Root database and triggers updates of the root zone file.

b. Coordinates the allocation and assignment of the three sets of unique identifiers for the Internet, which are:
   1. domain names (forming a system referred to as "DNS");
   2. Internet protocol ("IP") addresses and autonomous system ("AS") numbers; and
   3. Protocol port and parameter numbers.

c. Coordinates the operation and evolution of the DNS root name server system.

d. Coordinates policy development reasonably and appropriately related to these technical functions.

B. Mutual Recognition

1. **Recognition of [IDN ccTLD].** ICANN recognizes [IDN ccTLD] as the manager and sponsoring organization of the [.__] Top Level Domain, and the entity responsible for maintaining the [.__] Top Level Domain, as a stable and interoperable part of the global domain naming system for the Internet in a manner that is consistent with [country] national law, public policy and naming policy.

2. **Recognition of ICANN.** [IDN ccTLD] acknowledges that ICANN is the entity responsible for maintaining and keeping the root of the Internet DNS stable and globally interoperable in a manner that is consistent with ICANN's Mission and Core Values as reflected in its bylaws.

C. Commitments

1. Commitments of ICANN.
ICANN shall use its best endeavours to:

a) **Authoritative-Root Database:** maintain a stable, secure, and authoritative publicly available database of relevant information about [.__], the Delegated IDN country code Top Level Domain, in accordance with ICANN publicly available policies and procedures. At the start of this DoR, the Authoritative Root Database shall contain information for the public authoritative name servers for [.__], contact information for [IDN ccTLD], the designated administrative contact(s), and the designated technical contact(s) as notified to ICANN;

b) **Update of Name Server Information:** implement on notification by the [IDN ccTLD] a change to the domain name or IP address(es) of the name servers for [.__] as recorded in the Authoritative-Root Data for [.__] in the Authoritative-Root Database according to ICANN's publicly available policies and procedures. The initial format and technical requirements for such a change are set out in ICANN's publicly available policies and procedures;

c) **Publication of Root-zone Whois Information:** publish data maintained in the Authoritative Root Database about [.__] which shall include at least the names of [IDN ccTLD] as the Sponsoring Organization, the administrative contact(s), the technical contact(s), and the domain names and IP addresses of the authoritative name servers for the domain;

d) **Operation of Authoritative Root Server System:** coordinate the Authoritative Root Server System so that it is operated and maintained in a stable and secure manner; and cause the Authoritative Root Server System to publish DNS resource records delegating the Top Level Domain [.__] to the name servers recorded in the Authoritative Root Database and to inform the named administrative contact(s) and technical contact(s) of the published changes to the name servers for [.].

e) **Maintenance of Authoritative Records and Audit Trail:** maintain authoritative records and an audit trail regarding changes to [.__] delegations and records related to those delegations and shall inform [IDN ccTLD] of the status of a requested change related to [.__] in accordance with the policies, procedures and format as made publicly available by ICANN;

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and

f) **Notification of Contact Changes:** notify [IDN ccTLD] of any changes to ICANN's contact information no later than seven days after the change becomes effective.

2. Commitments of [IDN ccTLD].
[IDN ccTLD] shall use its best endeavours to:

a) **Provision of zone data for [.__]:** generate regular updates of the [.__] zone data in compliance with relevant standards as set out in paragraph c) and subject to and within the limits of relevant national law and national public policy.

b) **Provision of Name Service for [.__]:** operate and maintain, the authoritative name servers for [.__] in a stable and secure manner, adequate to resolve names within the [.__] domain by users throughout the Internet and in compliance with Relevant Applicable Standards subject to and within the limits of relevant national law and national public policy. Relevant Applicable Standards are standards-track or best current practice RFCs sponsored by the Internet Engineering Task Force.

c) **Adherence to relevant IDN standards and guidelines:** register IDN domain names in accordance with its publicly available registration policy which shall comply on an ongoing basis with Relevant Applicable Standards to IDNs, such as the IDNA Protocol, and with the IDN guidelines as updated and published from time to time on the ICANN website, all subject to and within the limits of relevant applicable national law and public policy.

d) **Accuracy and Completeness of Information:** notify ICANN, through ICANN's designated point of contact of:
   1. any change of the contact information of its administrative or technical contact(s), and
   2. any change to the administrative and /or technical contact details about [.__] in the Authoritative-Root Database no later than seven days after the change becomes effective. The administrative contact for [.__] must be directly associated with [IDN ccTLD] and must reside in the territory of [country].

D. No conference of Intellectual Property rights in IDN Top Level Domain

Nothing in this agreement shall confer any intellectual property rights or preferences in the TLD string.

E. Termination. This DoR may only be terminated in the following circumstances:
   1. there has been a determination by arbitration under Section H that a party is in violation of the DoR and that party continues to behave in the same manner for a period stated in the arbitration decision, or if no period is stated, twenty-one days;
   2. either party will not or is unable to perform its duties under the DoR and has given written notice to such effect;

3. in the event either party shall voluntarily or involuntarily be subject to bankruptcy or insolvency proceedings and such proceedings are not dismissed within 60 (sixty) days;
4. by mutual consent of the parties; or
5. by either party in the event that a re-delegation takes place, provided that in any re-delegation discussions the existence of this DoR shall be taken into account.

F. Effects of Termination. All obligations under this DoR shall cease. ICANN and 'IDN ccTLD Operator' are still obligated to perform their duties in accordance with this DoR to the extent this is within their powers and can be reasonably expected under the circumstances in order to maintain the stability, security and interoperability of the DNS.

G. Cooperative Engagement.
1. In the event of an activity or lack of activity that generates a serious concern regarding the stability, security and interoperability of the Internet's Domain Name System (DNS) from a global perspective or a disagreement between 'IDN ccTLD Operator' and ICANN arising under or out of this Agreement, either party may by notice to the other invoke the cooperative engagement provisions in this section.
2. If either party provides written notice to the other demanding cooperative engagement, then each party will, within 7 (seven) calendar days, designate a single executive officer as its representative to resolve the dispute.
3. The designated representatives shall, within 2 (two) business days after being designated, confer by telephone or in person to attempt to resolve the dispute.
4. If they are not able to resolve the dispute during such telephone conference or meeting, they shall further meet in person at a location mutually agreed to within 7 (seven) calendar days after such initial meeting, at which the parties shall attempt to reach a definitive resolution.
5. The time schedule and process may be modified with respect to any dispute, but only if Parties agree to a revised time schedule or process in writing.

H. Resolution of Disputes.
1. All disputes arising out of or in connection with the present agreement shall be finally settled under the Rules of Arbitration of the International Chamber of Commerce by 3 arbitrators appointed in accordance with the said Rules. Provided, however, that before either party may initiate arbitration as provided in this section, IDN ccTLD Operator and ICANN must attempt to resolve the dispute by cooperative engagement as set forth in the previous section G.
2. The arbitration shall be conducted in the English language.
3. If the Parties cannot mutually agree on a location, [PLACE, Country] shall be the default location, only following the failure to resolve the dispute pursuant to cooperative engagement.
4. 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 appointed by the ICC in accordance with its Rules of Arbitration.
5. Issues of law arising in connection with the interpretation of this DoR shall be resolved by the rules of law considered by the arbitrators to be most appropriately applied in all the circumstances; provided that the validity, interpretation, and effect of acts of [IDN ccTLD] and its legal status at the start of

the dispute shall be judged according to the laws of [IDN ccTLD operator country] and the validity, interpretation, and effect of acts of ICANN and its legal status shall be judged according to the laws of the State of California, United States.

6. The prevailing party in the arbitration shall have the right to recover its costs and reasonable attorneys' fees, which the arbitrators shall award.

7. The decision of the arbitration panel shall be final and binding, and judgment may be entered in any court of competent jurisdiction.

I. No Liability. The arbitrators shall have no authority to award consequential, incidental, indirect or punitive damages to either Party. 'IDN ccTLD Operator' and ICANN agree that irreparable damage could occur if any of the provisions of this Agreement are 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. No breach of an obligation under this DoR other than dispute resolution fees shall give rise to any monetary liability by one party to another. This Agreement shall not be construed to create any obligation by either ICANN or 'IDN ccTLD Operator' to any non-party to this Agreement.

J. Transfer or Assignment. No party may transfer, assign or sub-contract this DoR or any of its obligations under this DoR without the prior written consent of the other party.

K. Entire Agreement. This DoR contains the entire agreement of the parties in relation to the subject matter contained within it. No variation of this DoR shall be binding unless it is in writing and signed by both parties.

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