

Staff Report on a Draft IGO Domain Name Dispute Resolution Procedure

STATUS OF THIS DOCUMENT

This is the ICANN Staff Report on a draft IGO Domain Name Dispute Resolution Procedure, produced by ICANN staff for submission to the GNSO Council on 28 September, 2007.

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1 Overview

1.1 Background

This report has been prepared at the request of the GNSO Council, in response to a resolution of the Council on 27 June 2007, to provide a report on a draft IGO Domain Name Dispute Resolution Procedure, primarily foreseen for new gTLDs, as a first step following Council discussions on the “GNSO Issues Report on Dispute Handling for IGO Names and Abbreviations”. See <http://www.gnso.icann.org/issues/igo-names/issues-report-igo-drp-15jun07.pdf> for extensive further background on the subject matter.

1.2 Working approach

The protection of IGO names and abbreviations is foreseen in the new gTLD process, with an objections-based approach for strings at the top-level, and a dispute resolution process (DRP) for domain names at the second (and if applicable, third) levels. Staff development work for this report has focused on drafting a separate DRP for the second level. The objections-based approach for new gTLD top-level strings is part of a broader development task for objections-based dispute resolution procedures for top-level strings that are under development by ICANN staff with the assistance of outside counsel.

The separate IGO Domain Names DRP has been drafted based on the wording of the existing UDRP, modified in line with the relevant provisions in the Report of the “Second WIPO Internet Domain Name Process”, commonly known in ICANN policy discussions as WIPO-2, to protect International Intergovernmental Organization (IGO) names and abbreviations as domain names. See section 3 in this report for the complete draft DRP, including both the policy as such and the corresponding rules of procedure.

The way in which this DRP could apply for new gTLDs has been outlined in section 2 regarding the various agreements and contractual provisions involved.

1.3 Staff recommendations and next steps

Staff refers to the recommendations and suggestions put forward in the previously mentioned Issues Report. Those recommendations and suggestions remain unchanged, with the obvious difference that the first suggested step, to draft a separate DRP, has been accomplished.

2 Contractual context for a separate DRP

There is a [repository](#) on the ICANN website for domain name dispute resolution policies. In addition to the well-known UDRP, which applies to all gTLDs, the repository also holds dispute resolution policies with more limited application. An IGO Domain Name DRP applied to new gTLDs would be included in this repository for reference.

Registry Agreements contain provisions for dispute resolution policies applicable to their respective gTLD and this information is viewable in the repository. These provisions are in most cases covered in attachments to the Registry Agreements. Relevant excerpts from dispute resolution provisions, for various existing gTLDs, are included in Annex 1 to this report to provide examples of current contractual conditions. An IGO Domain Name DRP for new gTLDs would be similarly referenced in the base contract for new gTLDs.

The [Registrar Accreditation Agreement](#) features a reference to dispute resolution policies in its section 3.8 and reference to registry-specific annexes in its section 5.5. In this way there are links binding the registrar to the policies applicable for each gTLD that the registrar is accredited for. By inference, the registrants signing up with that registrar for a domain name in a particular gTLD would be contractually bound to the dispute resolution policies applicable for that gTLD.

As for any dispute resolution per se, the drafting of the DRP makes the assumption that current UDRP service providers would be the eligible service providers for this DRP as well.

3 IGO Domain Name DRP - Draft Text

3.A Draft IGO Domain Name Dispute Resolution Policy

1. Purpose.

This IGO Domain Name Dispute Resolution Policy (the "Policy") is incorporated by reference into your Registration Agreement, and sets forth the terms and conditions in connection with a dispute between you and an International Intergovernmental Organization (IGO) over the registration and use of an Internet domain name registered by you. Proceedings under Paragraph 4 of this Policy will be conducted according to the Rules for IGO Domain Name Dispute Resolution Policy (the "Rules of Procedure"), which are available at <URL to be defined>, and the selected administrative-dispute-resolution service provider's supplemental rules.

2. Your Representations.

By applying to register a domain name, or by asking us to maintain or renew a domain name registration, you hereby represent and warrant to us that (a) the statements that you made in your Registration Agreement are complete and accurate; (b) to your knowledge, the registration of the domain name will not infringe upon or otherwise violate the rights of any IGO; (c) you are not registering the domain name for an unlawful purpose; and (d) you will not knowingly use the domain name in violation of any applicable laws or regulations. It is your responsibility to determine whether your domain name registration infringes or violates an IGO's rights.

3. Cancellations, Transfers, and Changes.

We will cancel, transfer or otherwise make changes to domain name registrations under the following circumstances:

- a. subject to the provisions of Paragraph 8, our receipt of written or appropriate electronic instructions from you or your authorized agent to take such action;
- b. our receipt of an order from a court or arbitral tribunal, in each case of competent jurisdiction, requiring such action; and/or
- c. our receipt of a decision of an Administrative Panel requiring such action in any administrative proceeding to which you were a party and which was conducted under this Policy or a later version of this Policy adopted by ICANN.

We may also cancel, transfer or otherwise make changes to a domain name registration in accordance with the terms of your Registration Agreement or other legal requirements.

4. Mandatory Administrative Proceeding.

This Paragraph sets forth the type of disputes for which you are required to submit to a mandatory administrative proceeding. These proceedings will be conducted before one of the administrative-dispute-resolution service providers listed at www.icann.org/udrp/approved-providers.htm (each, a "Provider").

a. Applicable Disputes. You are required to submit to a mandatory administrative proceeding in the event that an International Intergovernmental Organization (IGO) (a "complainant") asserts to the applicable Provider, in compliance with the Rules of Procedure, that

(i) the registration or use, as a domain name, of the name or abbreviation of the complainant that has been communicated under Article *6ter* of the Paris Convention is of a nature:

(a) to suggest to the public that a connection exists between the domain name holder and the complainant; or

(b) to mislead the public as to the existence of a connection between the domain name holder and the complainant; or

(ii) on the ground that the registration or use, as a domain name, of a name or abbreviation of the complainant protected under an international treaty violates the terms of that treaty.

In the administrative proceeding, the complainant must prove that any of the elements (i)(a) or (i)(b) or (ii) - is present.

b. Selection of Provider. The complainant shall select the Provider from among those approved by ICANN by submitting the complaint to that Provider. The selected Provider will administer the proceeding, except in cases of consolidation as described in Paragraph 4(d).

c. Initiation of Proceeding and Process and Appointment of Administrative Panel. The Rules of Procedure state the process for initiating and conducting a proceeding and for appointing the panel that will decide the dispute (the "Administrative Panel").

d. Consolidation. In the event of multiple disputes between you and a complainant, either you or the complainant may petition to consolidate the disputes before a single Administrative Panel. This petition shall be made to the first Administrative Panel appointed to hear a pending dispute between the parties. This Administrative Panel may consolidate before it any or all such disputes in its sole discretion, provided that the disputes being consolidated are governed by this Policy or a later version of this Policy adopted by ICANN.

e. Fees. All fees charged by a Provider in connection with any dispute before an Administrative Panel pursuant to this Policy shall be paid by the complainant, except

in cases where you elect to expand the Administrative Panel from one to three Panelists as provided in Paragraph 5(b)(iv) of the Rules of Procedure, in which case all fees will be split evenly by you and the complainant.

f. Our Involvement in Administrative Proceedings. We do not, and will not, participate in the administration or conduct of any proceeding before an Administrative Panel. In addition, we will not be liable as a result of any decisions rendered by the Administrative Panel.

g. Remedies. The remedies available to a complainant pursuant to any proceeding before an Administrative Panel shall be limited to requiring the cancellation of your domain name or the transfer of your domain name registration to the complainant.

h. Notification and Publication. The Provider shall notify us of any decision made by an Administrative Panel with respect to a domain name you have registered with us. All decisions under this Policy will be published in full over the Internet, except when an Administrative Panel determines in an exceptional case to redact portions of its decision.

i. Availability of Arbitration Proceedings. The mandatory administrative proceeding requirements set forth in Paragraph 4 shall not prevent either you or the complainant from submitting the dispute to an arbitral tribunal of competent jurisdiction for independent resolution before such mandatory administrative proceeding is commenced or after such proceeding is concluded. If an Administrative Panel decides that your domain name registration should be cancelled or transferred, we will wait ten (10) business days (as observed in the location of our principal office) after we are informed by the applicable Provider of the Administrative Panel's decision before implementing that decision. We will then implement the decision unless we have received from you during that ten (10) business day period official documentation (such as a copy of a complaint, file-stamped by the secretariat of the arbitration institution) that you have commenced an arbitration against the complainant to which the complainant has submitted under Paragraph 3(b)(xiii) of the Rules of Procedure. (See Paragraphs 1 and 3(b)(xiii) of the Rules of Procedure for details.) If we receive such documentation within the ten (10) business day period, we will not implement the Administrative Panel's decision, and we will take no further action, until we receive (i) evidence satisfactory to us of a resolution between the parties; (ii) evidence satisfactory to us that your arbitration claim has been dismissed or withdrawn; or (iii) a copy of an award from such arbitral tribunal dismissing your arbitration claim or ordering that you do not have the right to continue to use your domain name.

5. All Other Disputes and Litigation.

All other disputes between you and any party other than us regarding your domain name registration that are not brought pursuant to the mandatory administrative proceeding provisions of Paragraph 4 shall be resolved between you and such other party through any court, arbitration or other proceeding that may be available.

6. Our Involvement in Disputes.

We will not participate in any way in any dispute between you and any party other than us regarding the registration and use of your domain name. You shall not name us as a party or otherwise include us in any such proceeding. In the event that we are named as a party in any such proceeding, we reserve the right to raise any and all defences deemed appropriate, and to take any other action necessary to defend ourselves.

7. Maintaining the Status Quo.

We will not cancel, transfer, activate, deactivate, or otherwise change the status of any domain name registration under this Policy except as provided in Paragraph 3 above.

8. Transfers During a Dispute.

a. Transfers of a Domain Name to a New Holder. You may not transfer your domain name registration to another holder (i) during a pending administrative proceeding brought pursuant to Paragraph 4 or for a period of fifteen (15) business days (as observed in the location of our principal place of business) after such proceeding is concluded; or (ii) during a pending arbitration commenced regarding your domain name unless the party to whom the domain name registration is being transferred agrees, in writing, to be bound by the award of the arbitral tribunal. We reserve the right to cancel any transfer of a domain name registration to another holder that is made in violation of this subparagraph.

b. Changing Registrars. You may not transfer your domain name registration to another registrar during a pending administrative proceeding brought pursuant to Paragraph 4 or for a period of fifteen (15) business days (as observed in the location of our principal place of business) after such proceeding is concluded. You may transfer administration of your domain name registration to another registrar during a pending arbitration, provided that the domain name you have registered with us shall continue to be subject to the proceedings commenced against you in accordance with the terms of this Policy. In the event that you transfer a domain name registration to us during the pendency of an arbitration, such dispute shall remain subject to the domain name dispute policy of the registrar from which the domain name registration was transferred.

9. Policy Modifications.

We reserve the right to modify this Policy at any time with the permission of ICANN. We will post our revised Policy at <URL> at least thirty (30) calendar days before it becomes effective. Unless this Policy has already been invoked by the submission of a complaint to a Provider, in which event the version of the Policy in effect at the time it was invoked will apply to you until the dispute is over, all such changes will be binding upon you with respect to any domain name registration dispute, whether the dispute arose before, on or after the effective date of our change. In the event that you object to a change in this Policy, your sole remedy is to cancel your domain name registration with us, provided that you will not be entitled to a refund of any fees you paid to us. The revised Policy will apply to you until you cancel your domain name registration.

3.B Rules for IGO Domain Name Dispute Resolution Policy

(the "Rules of Procedure")

Administrative proceedings for the resolution of disputes under the IGO Dispute Resolution Policy adopted by ICANN shall be governed by these Rules and also the Supplemental Rules of the Provider administering the proceedings, as posted on its web site.

1. Definitions

In these Rules:

Complainant means the party initiating a complaint concerning a domain-name registration.

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

International Intergovernmental Organization (IGO) means an organization with an international legal personality established by international agreement, however characterized, creating enforceable rights and obligations and includes organizations created by international treaties and organizations whose names and acronyms may be protected under Article 6ter of the Paris Convention for the Protection of Industrial Property.

Mutual Jurisdiction means an arbitral tribunal constituted under the rules of either the American Arbitration Association ICDR, the International Chamber of Commerce, the London Court of International Arbitration, or the World Intellectual Property Organization Arbitration and Mediation Center.

The domain name holder may choose the arbitral institution from the above; if no choice is made (or if both parties are IGOs) the institution shall be the World Intellectual Property Organization Arbitration and Mediation Center.

The jurisdiction of such arbitral tribunal shall be limited to determining whether or not to uphold the remedy decided by the Administrative Panel.

The place of arbitration shall be the residence of the domain name holder, except that if that residence is in a country that has not ratified the New York Convention for the Recognition and Enforcement of Foreign Arbitral Awards, then the place of arbitration shall be Geneva, Switzerland.

The domain name holder may choose whether there are one or three arbitrators; if no choice is made there shall be one arbitrator.

Panel means an administrative panel appointed by a Provider to decide a complaint concerning a domain-name registration.

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

Party means a Complainant or a Respondent.

Policy means the IGO Domain Name Dispute Resolution Policy that is incorporated by reference and made a part of the Registration Agreement.

Provider means a dispute-resolution service provider approved by ICANN. A list of such Providers appears at www.icann.org/udrp/approved-providers.htm .

Registrar means the entity with which the Respondent has registered a domain name that is the subject of a complaint.

Registration Agreement means the agreement between a Registrar and a domain-name holder.

Respondent means the holder of a domain-name registration against which a complaint is initiated.

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

2. Communications

(a) When forwarding a complaint to the Respondent, it shall be the Provider's responsibility to employ reasonably available means calculated to achieve actual notice to Respondent. Achieving actual notice, or employing the following measures to do so, shall discharge this responsibility:

(i) sending the complaint to all postal-mail and facsimile addresses (A) shown in the domain name's registration data in Registrar's Whois database for the registered domain-name holder, the technical contact, and the administrative contact and (B) supplied by Registrar to the Provider for the registration's billing contact; and

(ii) sending the complaint in electronic form (including annexes to the extent available in that form) by e-mail to:

- (A) the e-mail addresses for those technical, administrative, and billing contacts;
- (B) `postmaster@<the contested domain name>`; and
- (C) if the domain name (or "www." followed by the domain name) resolves to an active web page (other than a generic page the Provider concludes is maintained by a registrar or ISP for parking domain-names registered by multiple domain-name holders), any e-mail address shown or e-mail links on that web page; and
- (iii) sending the complaint to any address the Respondent has notified the Provider it prefers and, to the extent practicable, to all other addresses provided to the Provider by Complainant under Paragraph 3(b)(v).
- (b) Except as provided in Paragraph 2(a), any written communication to Complainant or Respondent provided for under these Rules shall be made by the preferred means stated by the Complainant or Respondent, respectively (see Paragraphs 3(b)(iii) and 5(b)(iii)), or in the absence of such specification
- (i) by telecopy or facsimile transmission, with a confirmation of transmission; or
- (ii) by postal or courier service, postage pre-paid and return receipt requested; or
- (iii) electronically via the Internet, provided a record of its transmission is available.
- (c) Any communication to the Provider or the Panel shall be made by the means and in the manner (including number of copies) stated in the Provider's Supplemental Rules.
- (d) Communications shall be made in the language prescribed in Paragraph 11. E-mail communications should, if practicable, be sent in plaintext.
- (e) Either Party may update its contact details by notifying the Provider and the Registrar.
- (f) Except as otherwise provided in these Rules, or decided by a Panel, all communications provided for under these Rules shall be deemed to have been made:
- (i) if delivered by telecopy or facsimile transmission, on the date shown on the confirmation of transmission; or
- (ii) if by postal or courier service, on the date marked on the receipt; or

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

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

(h) Any communication by

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

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

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

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

(j) In the event a Party sending a communication receives notification of non-delivery of the communication, the Party shall promptly notify the Panel (or, if no Panel is yet appointed, the Provider) of the circumstances of the notification. Further proceedings concerning the communication and any response shall be as directed by the Panel (or the Provider).

3. The Complaint

(a) Any IGO may initiate an administrative proceeding by submitting a complaint in accordance with the Policy and these Rules to any Provider approved by ICANN. (Due to capacity constraints or for other reasons, a Provider's ability to accept complaints may be suspended at times. In that event, the Provider shall refuse the submission. The person or entity may submit the complaint to another Provider.)

(b) The complaint shall be submitted in hard copy and (except to the extent not available for annexes) in electronic form and shall:

(i) Request that the complaint be submitted for decision in accordance with the Policy and these Rules;

- (ii) Provide the name, postal and e-mail addresses, and the telephone and telefax numbers of the Complainant and of any representative authorized to act for the Complainant in the administrative proceeding;
- (iii) Specify a preferred method for communications directed to the Complainant in the administrative proceeding (including person to be contacted, medium, and address information) for each of (A) electronic-only material and (B) material including hard copy;
- (iv) Designate whether Complainant elects to have the dispute decided by a single-member or a three-member Panel and, in the event Complainant elects a three-member Panel, provide the names and contact details of three candidates to serve as one of the Panelists (these candidates may be drawn from any ICANN-approved Provider's list of Panelists);
- (v) Provide the name of the Respondent (domain-name holder) and all information (including any postal and e-mail addresses and telephone and telefax numbers) known to Complainant regarding how to contact Respondent or any representative of Respondent, including contact information based on pre-complaint dealings, in sufficient detail to allow the Provider to send the complaint as described in Paragraph 2(a);
- (vi) Specify the domain name(s) that is/are the subject of the complaint;
- (vii) Identify the Registrar(s) with whom the domain name(s) is/are registered at the time the complaint is filed;
- (viii) Specify the IGO name or abbreviation on which the complaint is based and substantiate that it has been communicated in accordance with Article 6ter of the Paris Convention;
- (ix) Describe, in accordance with the Policy, the grounds on which the complaint is made including, in particular,
- (1) why the registration or use, as a domain name, of the name or abbreviation of the Complainant that has been communicated under Article 6ter of the Paris Convention should be considered to be of a nature:
- (a) to suggest to the public that a connection exists between the Respondent and the Complainant; or
- (b) to mislead the public as to the existence of a connection between the Respondent and the Complainant;

or

(2) why the registration or use, as a domain name, of the name or abbreviation of the Complainant protected under an international treaty should be considered to violate the terms of that treaty, with detailed reference to the relevant text of that treaty;

(The description shall comply with any word or page limit set forth in the Provider's Supplemental Rules);

(x) Specify, in accordance with the Policy, the remedies sought;

(xi) Identify any other legal proceedings that have been commenced or terminated in connection with or relating to any of the domain name(s) that are the subject of the complaint;

(xii) State that a copy of the complaint, together with the cover sheet as prescribed by the Provider's Supplemental Rules, has been sent or transmitted to the Respondent (domain-name holder), in accordance with Paragraph 2(b);

(xiii) State that Complainant will submit, with respect to any challenges to a decision in the administrative proceeding canceling or transferring the domain name, to the jurisdiction of an arbitral tribunal in the specified Mutual Jurisdiction;

(xiv) Conclude with the following statement followed by the signature of the Complainant or its authorized representative:

"Complainant agrees that its claims and remedies concerning the registration of the domain name, the dispute, or the dispute's resolution shall be solely against the domain-name holder and waives all such claims and remedies against (a) the dispute-resolution provider and panelists, except in the case of deliberate wrongdoing, (b) the registrar, (c) the registry administrator, and (d) the Internet Corporation for Assigned Names and Numbers, as well as their directors, officers, employees, and agents."

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

(xv) Annex any documentary or other evidence, including a copy of the Policy applicable to the domain name(s) in dispute and the WIPO notification of the IGO name or abbreviation upon which the complaint relies, together with a schedule indexing such evidence.

(c) The complaint may relate to more than one domain name, provided that the domain names are registered by the same domain-name holder.

4. Notification of Complaint

(a) The Provider shall review the complaint for administrative compliance with the Policy and these Rules and, if in compliance, shall forward the complaint (together with the explanatory cover sheet prescribed by the Provider's Supplemental Rules) to the Respondent, in the manner prescribed by Paragraph 2(a), within three (3) calendar days following receipt of the fees to be paid by the Complainant in accordance with Paragraph 19.

(b) If the Provider finds the complaint to be administratively deficient, it shall promptly notify the Complainant and the Respondent of the nature of the deficiencies identified. The Complainant shall have five (5) calendar days within which to correct any such deficiencies, after which the administrative proceeding will be deemed withdrawn without prejudice to submission of a different complaint by Complainant.

(c) The date of commencement of the administrative proceeding shall be the date on which the Provider completes its responsibilities under Paragraph 2(a) in connection with forwarding the Complaint to the Respondent.

(d) The Provider shall immediately notify the Complainant, the Respondent, the concerned Registrar(s), and ICANN of the date of commencement of the administrative proceeding.

5. The Response

(a) Within twenty (20) days of the date of commencement of the administrative proceeding the Respondent shall submit a response to the Provider.

(b) The response shall be submitted in hard copy and (except to the extent not available for annexes) in electronic form and shall:

(i) Respond specifically to the statements and allegations contained in the complaint and include any and all bases for the Respondent (domain-name holder) to retain

registration and use of the disputed domain name (This portion of the response shall comply with any word or page limit set forth in the Provider's Supplemental Rules.);

(ii) Provide the name, postal and e-mail addresses, and the telephone and telefax numbers of the Respondent (domain-name holder) and of any representative authorized to act for the Respondent in the administrative proceeding;

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

(iv) If Complainant has elected a single-member panel in the Complaint (see Paragraph 3(b)(iv)), state whether Respondent elects instead to have the dispute decided by a three-member panel;

(v) If either Complainant or Respondent elects a three-member Panel, provide the names and contact details of three candidates to serve as one of the Panelists (these candidates may be drawn from any ICANN-approved Provider's list of panelists);

(vi) Identify any other legal proceedings that have been commenced or terminated in connection with or relating to any of the domain name(s) that are the subject of the complaint;

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

(viii) Conclude with the following statement followed by the signature of the Respondent or its authorized representative:

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

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

(c) If Complainant has elected to have the dispute decided by a single-member Panel and Respondent elects a three-member Panel, Respondent shall be required to pay one-half of the applicable fee for a three-member Panel as set forth in the

Provider's Supplemental Rules. This payment shall be made together with the submission of the response to the Provider. In the event that the required payment is not made, the dispute shall be decided by a single-member Panel.

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

(e) If a Respondent does not submit a response, in the absence of exceptional circumstances, the Panel shall decide the dispute based upon the complaint.

6. Appointment of the Panel and Timing of Decision

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

(b) If neither the Complainant nor the Respondent has elected a three-member Panel (Paragraphs 3(b)(iv) and 5(b)(iv)), the Provider shall appoint, within five (5) calendar days following receipt of the response by the Provider, or the lapse of the time period for the submission thereof, a single Panelist from its list of Panelists. The fees for a single-member Panel shall be paid entirely by the Complainant.

(c) If either the Complainant or the Respondent elects to have the dispute decided by a three-member Panel, the Provider shall appoint three Panelists in accordance with the procedures identified in Paragraph 6(e). The fees for a three-member Panel shall be paid in their entirety by the Complainant, except where the election for a three-member Panel was made by the Respondent, in which case the applicable fees shall be shared equally between the Parties.

(d) Unless it has already elected a three-member Panel, the Complainant shall submit to the Provider, within five (5) calendar days of communication of a response in which the Respondent elects a three-member Panel, the names and contact details of three candidates to serve as one of the Panelists. These candidates may be drawn from any ICANN-approved Provider's list of Panelists.

(e) In the event that either the Complainant or the Respondent elects a three-member Panel, the Provider shall endeavor to appoint one Panelist from the list of candidates provided by each of the Complainant and the Respondent. In the event the Provider is unable within five (5) calendar days to secure the appointment of a Panelist on its customary terms from either Party's list of candidates, the Provider shall make that appointment from its list of panelists. The third Panelist shall be appointed by the Provider from a list of five candidates submitted by the Provider to

the Parties, the Provider's selection from among the five being made in a manner that reasonably balances the preferences of both Parties, as they may specify to the Provider within five (5) calendar days of the Provider's submission of the five-candidate list to the Parties.

(f) Once the entire Panel is appointed, the Provider shall notify the Parties of the Panelists appointed and the date by which, absent exceptional circumstances, the Panel shall forward its decision on the complaint to the Provider.

7. Impartiality and Independence

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

8. Communication Between Parties and the Panel

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

9. Transmission of the File to the Panel

The Provider shall forward the file to the Panel as soon as the Panelist is appointed in the case of a Panel consisting of a single member, or as soon as the last Panelist is appointed in the case of a three-member Panel.

10. General Powers of the Panel

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

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

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

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

(e) A Panel shall decide a request by a Party to consolidate multiple domain name disputes in accordance with the Policy and these Rules.

11. Language of Proceedings

(a) Unless otherwise agreed by the Parties, or specified otherwise in the Registration Agreement, the language of the administrative proceeding shall be the language of the Registration Agreement, subject to the authority of the Panel to determine otherwise, having regard to the circumstances of the administrative proceeding.

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

12. Further Statements

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

13. In-Person Hearings

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

14. Default

(a) In the event that a Party, in the absence of exceptional circumstances, does not comply with any of the time periods established by these Rules or the Panel, the Panel shall proceed to a decision on the complaint.

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

15. Panel Decisions

- (a) A Panel shall decide a complaint on the basis of the statements and documents submitted and in accordance with the Policy, these Rules and any rules and principles of law that it deems applicable.
- (b) In the absence of exceptional circumstances, the Panel shall forward its decision on the complaint to the Provider within fourteen (14) days of its appointment pursuant to Paragraph 6.
- (c) In the case of a three-member Panel, the Panel's decision shall be made by a majority.
- (d) The Panel's decision shall be in writing, provide the reasons on which it is based, indicate the date on which it was rendered and identify the name(s) of the Panelist(s).
- (e) Panel decisions and dissenting opinions shall normally comply with the guidelines as to length set forth in the Provider's Supplemental Rules. Any dissenting opinion shall accompany the majority decision. If the Panel concludes that the dispute is not within the scope of Paragraph 4(a) of the Policy, it shall so state. If after considering the submissions the Panel finds that the complaint was brought in bad faith, or was brought primarily to harass the domain-name holder, the Panel shall declare in its decision that the complaint was brought in bad faith and constitutes an abuse of the administrative proceeding.

16. Communication of Decision to Parties

- (a) Within three (3) calendar days after receiving the decision from the Panel, the Provider shall communicate the full text of the decision to each Party, the concerned Registrar(s), and ICANN. The concerned Registrar(s) shall immediately communicate to each Party, the Provider, and ICANN the date for the implementation of the decision in accordance with the Policy.
- (b) Except if the Panel determines otherwise (see Paragraph 4(j) of the Policy), the Provider shall publish the full decision and the date of its implementation on a publicly accessible web site. In any event, the portion of any decision determining a complaint to have been brought in bad faith (see Paragraph 15(e) of these Rules) shall be published.

17. Settlement or Other Grounds for Termination

(a) If, before the Panel's decision, the Parties agree on a settlement, the Panel shall terminate the administrative proceeding.

(b) If, before the Panel's decision is made, it becomes unnecessary or impossible to continue the administrative proceeding for any reason, the Panel shall terminate the administrative proceeding, unless a Party raises justifiable grounds for objection within a period of time to be determined by the Panel.

18. Effect of Legal Proceedings

(a) In the event of any legal proceedings initiated prior to or during an administrative proceeding in respect of a domain-name dispute that is the subject of the complaint, the Panel shall have the discretion to decide whether to suspend or terminate the administrative proceeding, or to proceed to a decision.

(b) In the event that a Party initiates any legal proceedings during the pendency of an administrative proceeding in respect of a domain-name dispute that is the subject of the complaint, it shall promptly notify the Panel and the Provider. See Paragraph 8 above.

19. Fees

(a) The Complainant shall pay to the Provider an initial fixed fee, in accordance with the Provider's Supplemental Rules, within the time and in the amount required. A Respondent electing under Paragraph 5(b)(iv) to have the dispute decided by a three-member Panel, rather than the single-member Panel elected by the Complainant, shall pay the Provider one-half the fixed fee for a three-member Panel. See Paragraph 5(c). In all other cases, the Complainant shall bear all of the Provider's fees, except as prescribed under Paragraph 19(d). Upon appointment of the Panel, the Provider shall refund the appropriate portion, if any, of the initial fee to the Complainant, as specified in the Provider's Supplemental Rules.

(b) No action shall be taken by the Provider on a complaint until it has received from Complainant the initial fee in accordance with Paragraph 19(a).

(c) If the Provider has not received the fee within ten (10) calendar days of receiving the complaint, the complaint shall be deemed withdrawn and the administrative proceeding terminated.

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

20. Exclusion of Liability

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

21. Amendments

The version of these Rules in effect at the time of the submission of the complaint to the Provider shall apply to the administrative proceeding commenced thereby. These Rules may not be amended without the express written approval of ICANN.

4 ANNEX 1 - Dispute Resolution Provisions in gTLD Registry Agreements

.AERO

Agreement, <http://www.icann.org/tlds/agreements/sponsored/sponsorship-agmt-05nov04.htm>.

3.8.3. Sponsor shall establish procedures for enforcement of registration requirements, and for challenges to particular registrations. Procedures for challenges to names registered contrary to the requirements of the Charter shall conform with the requirements set forth in Attachment 12. Changes to those procedures may be made only with the mutual written consent of ICANN and Sponsor (which neither party shall withhold without reason) or in the manner provided in Subsections 4.3 through 4.6.

Attachment 2: Delegated Authority,
<http://www.icann.org/tlds/agreements/aero/sponsorship-agmt-att2-20nov01.htm>.

6. Mechanisms for resolution of disputes between owners of rights in names (such as trademarks) and registrants that do not supplant ICANN's dispute-resolution policies or remedies that may be available under law.

Attachment 10: Minimum Commitments Required of Registered Name Holders,
<http://www.icann.org/tlds/agreements/sponsored/sponsorship-agmt-att10-20aug01.htm>.

11. The Registered Name Holder's registration of the Registered Name shall be subject to suspension, cancellation, or transfer pursuant to any Sponsor- or ICANN-adopted specification or policy, or pursuant to any registrar or registry procedure not inconsistent with an ICANN adopted specification or policy, (1) to correct mistakes by Sponsor, Registry Operator, or Registrar in connection with registration of the name or (2) for the resolution of disputes concerning the Registered Name.

Attachment 12: Challenges to Registrations in Violation of Charter,
<http://www.icann.org/tlds/agreements/sponsored/sponsorship-agmt-att12-13oct01.htm>.

Attachment 22: ICANN Baseline Policies,
<http://www.icann.org/tlds/agreements/sponsored/sponsorship-agmt-att22-25aug01.htm>.

The TLD Sponsorship Agreement provides that Sponsor shall comply and shall cause Registry Operator to comply with "Consensus Policies" established by ICANN according to Section 4 of the Agreement. Under Subsection 4.4.5 of the Agreement, the following shall be treated in the same manner and have the same effect as a "Consensus Policy" developed during the Term of the Agreement:

- [Uniform Domain Name Dispute Resolution Policy](#) - adopted August 26, 1999; form of implementation documents approved October 24, 1999. Any transfer of a domain-

name registration (see paragraph 4(i)) of the policy) shall be subject to the transferee meeting all requirements for registration, including the eligibility and naming requirements applicable to the Sponsored TLD and the procedures by which those requirements are administered.

.ASIA

Agreement, 3.1(b) Consensus Policies

(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, as the same may be applicable to Sponsored TLDs, 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.

(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.

(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."

(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. 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 Operator Services (as defined in Section 3.1(d)(iii) below); (3) Security and Stability of the Registry Operator database for the TLD; (4) Registry Operator policies reasonably necessary to implement Consensus Policies relating to Registry Operator 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:

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

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

(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);

(D) maintenance of and access to accurate and up-to-date information concerning domain name registrations;

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

3.1(d) Registry Operator Operations.

(i) Registration Restrictions.

(A) Registry Operator shall be responsible for establishing policies, in conformity with the charter, **for the naming conventions within the sponsored TLD and for requirements of registration**, consistent with Section 3.1(g).

(B) Registry Operator shall be responsible for establishing procedures for the enforcement of applicable Charter restrictions on registration within the TLD, as described in more detail in the sponsored TLD charter attached as Part I to Appendix S.

(C) 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.

Appendix S, Part 2, <http://www.icann.org/tlds/agreements/asia/appendix-s-06dec06.htm>.

5. Identification and reservation of names that are not available for second level registrations and as to which third level names will be offered for registration to end users

Restrictions on Registration and Policies for Use of Domain Names

6. Reservation of names to be withheld from reservation in the TLD (in addition to those names reserved by ICANN and set forth in a schedule by ICANN).

7. Policies regarding eligibility to register a domain name in the TLD, which need not be uniform for all names within the TLD.

10(c) v. Mechanisms for resolution of disputes between owners of rights in names (such as trademarks) and registrants;

12. Any other policies or practices not inconsistent with the Agreement, ICANN Temporary Specifications and Policies, or Consensus Policy.

.BIZ

Agreement

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."

Appendix 11, .BIZ Registration Restrictions, <http://www.icann.org/tlds/agreements/biz/appendix-11-08dec06.htm>.

It will be a violation of the Restrictions for an Applicant to:

1. register and use a domain name contrary to the UDRP; or
2. use the registered domain name in a manner inconsistent with the definition of "business or commercial use" contained herein.

.CAT

Has same consensus policy language and registration restriction language in its agreement as .ASIA.

Appendix S, Part 2, Delegated Authority

6. Mechanisms for resolution of disputes concerning eligibility and of disputes between owners of rights (who may or may not be registrants) in names and registrants, that do not supplant ICANN's dispute-resolution policies or remedies that may be available under law, such as Charter Compliance Policy, Charter Reconsideration Policy and Mediation Procedure.

7. Accreditation, in conjunction with ICANN, of additional dispute resolution providers for the administration of .cat-specific dispute resolution policies.

.COM

Agreement, Section 3.1(b)

(b) Consensus Policies.

(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.

(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.

(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."

(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:

- (A) principles for allocation of registered names in the TLD (e.g., first-come, first-served, timely renewal, holding period after expiration);
- (B) prohibitions on warehousing of or speculation in domain names by registries or registrars;
- (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);
- (D) maintenance of and access to accurate and up-to-date information concerning domain name registrations;
- (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
- (F) resolution of disputes regarding whether particular parties may register or maintain registration of particular domain names.

.COOP

Sponsorship agreement provisions on consensus policies same as .ASIA, .CAT

3.1(d) Sponsor Operations.

(i) Registration Restrictions.

(A) Sponsor shall be responsible for establishing policies, in conformity with the Charter, for the naming conventions within the sponsored TLD and for requirements of registration, consistent with Section 3.1(g).

(B) Sponsor shall be responsible for establishing procedures for the enforcement of applicable Charter restrictions on registration within the TLD, as described in more detail in the sponsored TLD Charter attached as Part I to Appendix S.
Appendix S, delegated authority

6. Mechanisms for resolution of disputes concerning eligibility and of disputes between owners of rights (who may or may not be registrants) in names and registrants, that do not supplant ICANN's dispute-resolution policies or remedies that may be available under law.

22. Any other policies or practices not inconsistent with the Agreement, ICANN Temporary Specifications and Policies, or Consensus Policies as applicable.

.INFO

Has same consensus policy language as .BIZ

.JOBS

Has same consensus policy & registration restriction language as .ASIA, .CAT

Appendix S, Part 2, delegated authority

6. Mechanisms for resolution of disputes between owners of rights in names (such as trademarks) and registrants that do not supplant ICANN's dispute-resolution policies or remedies that may be available under law.

.MOBI

Consensus policy language same as .JOBS

Appendix S, Part 2

Restrictions on Registration and Policies for Use of Domain Names

6. Reservation of names to be withheld from reservation in the sTLD (in addition to those names reserved by ICANN and set forth in a schedule by ICANN).
7. Policies regarding eligibility to register a domain name in the sTLD, which need not be uniform for all names within the sTLD.
8. Restrictions and policies on how registered names may be used, which need not be uniform for all names within the sTLD, and which may vary, for example, by type, name, or registrant category.
9. Establishment of policies applicable to registrants and/or registrars related to mobile content, formatting, services, end-user addressing, operations, eligibility verification, and registration procedures within the domain, consistent with industry and technology standards and practices.

.MUSEUM

Current agreement (2001) is same as .AERO. Proposed agreement up for consideration by the ICANN Board is similar to new .COOP agreement terms.

.NAME

New agreement provisions same as .INFO, .ORG

.NET

Same as .COM

.ORG

Same as .INFO

.PRO

Agreement, Section 3.8

3.8.1. Except to the extent that ICANN otherwise expressly authorizes in writing, Registry Operator shall reserve from registration the domain names specified by a schedule established by ICANN. The initial schedule is attached as Appendix K. Changes to the schedule may be made only with the mutual written consent of ICANN and Registry Operator (which neither party shall withhold without reason) or in the manner provided in Subsections 4.3 through 4.6.

3.8.2. Registry Operator shall apply, monitor, and enforce the restrictions on registration in the Registry TLD established by ICANN in the manner established by ICANN. Appendix L sets forth the restrictions to be applied initially and Appendix M sets forth the manner by which these restrictions shall be applied, monitored, and enforced. Changes to the restrictions and the manner of their application, monitoring, and enforcement may be made only with the mutual written consent of ICANN and Registry Operator (which neither party shall withhold without reason) or in the manner provided in Subsections 4.3 through 4.6. [This Subsection applies to restricted TLDs only]

4.3.5. For all purposes under this Agreement, the policies identified in Appendix V shall be treated in the same manner and have the same effect as "Consensus Policies." Appendix L, Registration Restrictions, <http://www.icann.org/tlds/agreements/pro/registry-agmt-appl-30sep04.htm>.

Appendix M, Enforcement of Registration Restrictions (specifically cites to UDRP), <http://www.icann.org/tlds/agreements/pro/registry-agmt-appm-30may03.htm>

Appendix V, Initial Consensus Policies (UDRP cited again), <http://www.icann.org/tlds/agreements/unsponsored/registry-agmt-appv-26feb01.htm>.

.TEL

Same language as .ASIA

.TRAVEL

Staff Report on Draft IGO Domain Name DRP

Authors: Olof Nordling, olof.nordling@icann.org, Patrick Jones, Patrick.jones@icann.org, Dan Halloran, daniel.halloran@icann.org

Same language as .CAT & .JOBS

It is recommended that the development of a dispute resolution procedure for IGO names and abbreviations is, in the first instance, left to ICANN staff to develop in the implementation phase of the New gTLD for the immediate need of such a DRP in conjunction with the upcoming round of new gTLD applications.

ICANN staff also recommends that the development of this DRP is informed by the established UDRP as a well-functioning provision and by the WIPO expertise in these matters.

It is recommended that, when this DRP has been developed, GNSO launch a policy development process on the application of this DRP to existing gTLDs. Although the launch of such a PDP may not be imminent, the ancillary considerations in this regard are covered already here, below.

General Counsel's opinion: The General Counsel's opinion is that the development of policies relating to handling of disputes regarding IGO names and abbreviations would be a useful complement to the existing UDRP, and, like the UDRP itself, is within the scope of the GNSO and its policy development process. The General Counsel notes that care will need to be taken to ensure that any PDP on dispute handling relating to IGO names and abbreviations stays narrowly focused on discrete policy questions in line with the limited intended ambit of the policy development process as set forth in the ICANN Bylaws <http://www.icann.org/general/bylaws.htm#AnnexA> , and does not become over-broad and begin to encompass more questions than can be successfully answered in one policy development process. The General Counsel's office will continue to work closely with ICANN's policy development staff and the GNSO on the appropriate scope of the PDP as work on this issue evolves and additional specific policy development tasks are defined.

Whether the issue is within the scope of ICANN's mission statement

The ICANN Bylaws state that:

Staff Report on Draft IGO Domain Name DRP

Authors: Olof Nordling, olof.nordling@icann.org , Patrick Jones, Patrick.jones@icann.org , Dan Halloran, daniel.halloran@icann.org

“The mission of The Internet Corporation for Assigned Names and Numbers ("ICANN") is to coordinate, at the overall level, the global Internet's systems of unique identifiers, and in particular to ensure the stable and secure operation of the Internet's unique identifier systems. In particular, ICANN:

1. Coordinates the allocation and assignment of the three sets of unique identifiers for the Internet, which are
 - a. Domain names (forming a system referred to as "DNS");
 - b. Internet protocol ("IP") addresses and autonomous system ("AS") numbers; and,
 - c. Protocol port and parameter numbers.
2. Coordinates the operation and evolution of the DNS root name server system.
3. Coordinates policy development reasonably and appropriately related to these technical functions.”¹

Dispute handling relating to IGO names and abbreviations involves the use of the DNS. ICANN is also responsible for policy development reasonably and appropriately related to these technical functions. Under items 1a and 3 above, the issue is within the scope of ICANN's mission statement.

Whether the issue is broadly applicable to multiple situations or organisations

The issue is applicable to multiple situations and organizations, so this condition is fulfilled.

Whether the issue is likely to have lasting value or applicability, albeit with the need for occasional updates

Completion of policy development work on issues surrounding IGO names and abbreviations would have lasting applicability for gTLDs, registrars, and business or non-commercial entities as registrants. In addition, the work would have lasting value and applicability for the IGOs.

Whether the issue will establish a guide or framework for future decision-making

¹ ICANN Bylaws, Article 1, Section 1: <http://icann.org/general/bylaws.htm#I>

The outcome of a policy development process will have lasting value as ground rules, although the particular circumstances of the market will continue to evolve, and will thus establish a framework for future decision-making on related issues.

Whether the issue implicates or affects an existing ICANN policy

The issue does not implicate or affect an existing ICANN policy. It is, however, to be seen as a complement to the existing UDRP, which is a consensus policy. A full list of ICANN consensus policies is available at <http://www.icann.org/general/consensus-policies.htm>.

Based on the above, the General Counsel finds that the proposed issue is within the scope of the GNSO and of its Policy Development Process.

Staff recommends that the Council, in due course, move forward on a policy development process, with the following proposed terms of reference:

1. Given a dispute resolution procedure for IGO names and abbreviations, developed for the New gTLD process, investigate the following:
 - a. Are any modifications in the rules or their application essential for the adoption of the DRP as a consensus policy?
 - b. Should existing domain names be treated differently from new ones in relation to the DRP and, if so, in what respects?