ACCOUNTABILITY FRAMEWORK

This Accountability Framework ("AF") is between:

NORFOLK ISLAND DATA SERVICE, a registered Norfolk Island business 'NIDS'

And

THE INTERNET CORPORATION FOR ASSIGNED NAMES AND NUMBERS, a public benefit and non profit corporation formed in 1998 hereinafter referred to as '**ICANN**',

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

A. Recitals

1. The parties want to demonstrate their commitment to further enhancing 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 .nf Top Level Domain has been delegated to NIDS in 1996.

3. NIDS functions regarding the stability and interoperability of the DNS are to:
   1. Maintain and keep maintained name servers for the .nf domain;
   2. Generate updates to .nf zone data when changes occur and propagate those changes to all public authoritative name servers for the .nf domain; and
   3. 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 ICANN enters and maintains data in the Authoritative Root database which facilitates the resolution of Top-Level domains including the .nf ccTLD and generates updates of the root zone file.

5. ICANN:
   a) 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.
   b) Coordinates the operation and evolution of the DNS root name server system.
   c) Coordinates policy development reasonably and appropriately related to these technical functions.

B. Mutual Recognition

1. **Recognition of NIDS.** ICANN recognizes NIDS as the manager and Sponsoring Organization for the .nf Top Level Domain, the entity responsible for maintaining the .nf Top Level Domain, as a stable and interoperable part of the global domain naming system in a manner that is consistent with relevant law.

2. **Recognition of ICANN.** NIDS 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.

NIDS AF.doc

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 .nf, the Delegated country code Top Level Domain as required to maintain the root-zone database in accordance with ICANN publicly available policies and procedures. At the start of this AF, the Authoritative Root Database shall contain information for the public authoritative name servers for .nf, contact information for .nf and NIDS, 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 NIDS a change to the domain name or IP address(es) of the name servers for .nf as recorded in the Authoritative-Root Data for .nf 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 .nf which shall include at least the names of NIDS 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 .nf 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 .nf 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 .nf.

e) **Maintenance of Authoritative Records and Audit Trail** maintain authoritative records and an audit trail regarding changes to .nf delegations and records related to those delegations and any action taken to alter the administrative arrangements or root-zone delegations of .nf TLD.

(f) **Notification of Contact Changes** notify NIDS of any changes to ICANN's contact information no later than seven days after the change becomes effective.

2. Commitments of NIDS.

NIDS shall use its best endeavours to:

a) **Provision of zone data for .nf** generate regular updates of the .nf zone data in compliance with relevant standards as set out in paragraph c) and subject to and within the limits of relevant law.

b) **Provision of Name Service for .nf** operate and maintain, the authoritative name servers for .nf in a stable and secure manner, adequate to resolve names within the .nf domain by users throughout the Internet and in compliance with relevant standards as set out in paragraph c) and subject to and within the limits of relevant law.

c) Applicable relevant standards are standards-track or best current practice RFCs sponsored by the Internet Engineering Task Force required to maintain the stability and

interoperability of .nf with the DNS. RFC's include but are not limited to 1034, 1035, 1101, 2181, 2182 and any other standards as are mutually agreed in writing between the parties.

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 .nf in the Authoritative-Root Database no later than seven days after the change becomes effective. The administrative contact for .nf must be directly associated with NIDS and must reside in the territory of Australia during the entire period he or she is designated as such.

3. **Financial Contribution to ICANN**. NIDS shall contribute to ICANN's cost of operations in the amount of US $2,000 per annum. It is acknowledged by both parties that the ccTLD community and ICANN are working together to obtain a formula to determine permanent and satisfactory contribution to ICANN. If there is no agreement on a permanent solution for ccTLD contributions to ICANN the parties agree to review in good faith on the first anniversary of the date of AF, the contribution to ICANN set out above with a view to agreeing continued contributions by NIDS on an equitable basis annually to ICANN's cost of operations. The review of the parties will take into account all relevant circumstances.

D Dispute Resolution

"ADR Rules" means the International Chamber of Commerce ("ICC") rules in relation to amicable dispute resolution ("ADR") applicable at the time of dispute.

1. All disputes and claimed breach(s) of this AF that cannot be settled between the parties or cured after thirty (30) days written notice to the defaulting party shall be referred by either party for settlement proceedings to the ICC to be finally settled under the ADR Rules of the ICC.

2. The proceedings shall be conducted in English and shall occur at a location agreed in good faith by the parties acting reasonably.

3. The parties agree that the validity, interpretation, and effect of acts of NIDS and its legal status at the start of the dispute shall be interpreted according to the laws of Australia and the validity, interpretation, and effect of acts of ICANN and its legal status shall be interpreted according to the laws of the State of California.

4. If, and to the extent that any such dispute, controversy or claim has not been settled pursuant to the ADR Rules within 60 days of filing a Request for ADR then this AF may be terminated by either party in accordance with section E.

E. Termination. This AF may only be terminated in the following circumstances;

1. where a dispute has not been settled pursuant to the ADR Rules within 60 days of filing a Request for ADR in accordance with section D; or there has been a determination by the adjudicator under Section D that a party is in violation of the AF and that party continues to behave in the same manner for a period stated in the settlement agreement, or if no period is stated, twenty-one days;

2. either party will not or is unable to perform its duties under the AF and has given written notice to such effect;

3. a party comes under legal restraint or receivership;

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 AF shall be taken into account.

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

G. No Liability. No breach of an obligation contained in this AF or performance or non-performance under this AF shall give rise to any monetary liability by one party to another.

H. Transfer or Assignment. No party may transfer or assign this AF without the prior written consent of the other.

I. Subcontract NIDS agrees that the obligations of NIDS to ICANN under this AF shall not be diminished or affected by any subcontracting arrangements it may have with respect to operations or functions of .nf

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

IN WITNESS WHEREOF the parties have caused this AF to be executed by their duly authorized representatives

INTERNET CORPORATION FOR ASSIGNED NAMES AND NUMBERS

By

Dr Paul Twomey
CEO and President
Date

NORFOLK ISLAND DATA SERVICES

Rob Ryan
Date