



« A Joint Effort of the [INTERNET MULTICASTING SERVICE](#) and [INTERNET SOFTWARE CONSORTIUM](#) »

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Transmittal Form

Transmittal

An application is hereby made to become the successor operator of the registry for the .org top-level domain.

B1. This application is made by:

Internet Multicasting Service, Inc.
P.O. Box 217
Stewarts Point, CA 95480
United States
Phone: +1.707.847.3720
Facsimile: [+1.415.680.1556](tel:+1.415.680.1556)
URI: <http://not.invisible.net/>

Our partner in this application is:

Internet Software Consortium, Inc.
950 Charter Street
Redwood City, CA 94063
United States
Facsimile: [+1.650.779.7055](tel:+1.650.779.7055)
Phone: +1.650.779.7000
URI: <http://www.isc.org>

B2. The person signing below certifies that he or she has full authority to make this application on behalf of the applicant and to make all agreements, representations, waivers, and undertakings stated in this transmittal form and accompanying materials. Copies of the documents demonstrating the authority (such as a certificate from the applicant's corporate secretary) are attached.

B3. All documents linked directly or indirectly from ".org Application Process: Information for Applicants," posted at <http://www.icann.org/tlds/org/> have been thoroughly reviewed on behalf of applicant. In particular, the following documents have been reviewed:

B3.1. Application Instructions: .org Top-Level Domain, posted at <http://www.icann.org/tlds/org/app-instructions.htm>

B3.2. Reassignment of the .org Top-Level Domain: Criteria for Assessing TLD Proposals, posted at <http://www.icann.org/tlds/org/criteria.htm>.

The applicant understands that failure fully to follow instructions included in these documents will be a factor negatively affecting consideration of this application.

B4. This application consists of the following, in addition to this transmittal form:

B4.1. The [.org Proposal](#), with cover sheet and attachments and accompanying materials.

B4.2. A [Fitness Disclosure](#).

B4.3. A [Statement of Requested Confidential Treatment of Materials Submitted](#).

B5. This application is accompanied by one or more 3.5 inch floppy diskettes (IBM high density) or a CD-ROM containing files with item B4.1 above in the formats specified by [item A9 of the Application Instructions](#).

B6. Check one:

(X) This application is accompanied by a check, drawn on a United States bank and payable to the Internet Corporation for Assigned Names and Numbers (ICANN), in the amount of 35,000 United States dollars.

() At least five business days before submitting this application, the applicant has sent 35,000 United States dollars by wire transfer according to [item A10.2 of the .org Top-Level Domain Application Instructions](#). This application is accompanied by a wire transfer receipt or other document identifying the wire transfer.

The applicant understands and agrees that this US\$35,000 is only an examination fee (established on an interim basis) to obtain consideration of this application; that the fee will be refunded or returned only in the following two circumstances: (a) a rebate is made in ICANN's sole discretion according to [item A24 of the .org Top-Level Domain Application Instructions](#) and (b) in the event that the applicant withdraws this application prior to its consideration because the applicant and ICANN do not reach an agreement on confidential treatment of the application. (See [section I of the Statement of Requested Confidential Treatment of Materials Submitted](#) for details on this exception.) Under no circumstances will ICANN's failure to select this application be grounds for refund of all or any part of the examination fee.

The applicant also understands and agrees that there is no understanding, assurance, or agreement that this application will be selected for negotiations toward entry of a .org registry agreement; or that, if this application is selected, the negotiations will lead to entry of such an agreement or appointment of the applicant as the successor operator of the registry for the .org top-level domain. The applicant understands and acknowledges that ICANN has the right to reject all applications to become the successor operator for the .org registry that it receives.

B7. The applicant hereby authorizes ICANN to:

B7.1. contact any person, group, or entity to request, obtain, and discuss any documentation or other information that, in ICANN's sole judgment, may be pertinent to this application,

B7.2. take any other steps to verify, elaborate on, supplement, analyze, assess, investigate, or otherwise evaluate the information contained in this application or other information that, in ICANN's sole judgment, may be pertinent to this application,

B7.3. consult with persons of ICANN's choosing regarding the information in this application or otherwise coming into ICANN's possession.

The above authorizations do not authorize ICANN to disclose, use, or handle properly designated confidential materials contrary to a written agreement, signed by ICANN's President or Vice-President, entered according to the procedures described in [section I of the Statement of Requested Confidential Treatment of Materials Submitted](#).

B8. The applicant understands that difficulties encountered by ICANN in verifying, elaborating on, supplementing, analyzing, assessing, investigating, or otherwise evaluating any aspect within or related to this application may reflect negatively on the application. In consideration of ICANN's review of the application, the applicant hereby waives liability on the part of ICANN (including its officers, directors, employees, consultants, attorneys, and agents) for its (or their) actions or inaction in verifying the information provided in this application or in conducting any other aspect of its (or their) evaluation of this application. (The waiver of liability in the immediately preceding sentence is subject only to any requirements concerning disclosure, use, and handling of properly designated confidential materials that are expressly stated in a written agreement, signed by ICANN's President or Vice-President, entered according to the procedures described in [section I of the Statement of Requested Confidential Treatment of Materials Submitted](#).) The applicant further waives liability on the part of any third parties who provide information to ICANN or its officers, directors, employees, consultants, attorneys, and agents in connection with the application.

B9. The applicant hereby authorizes ICANN (and its officers, directors, employees, consultants, attorneys, and agents) to publish on ICANN's web site, and to disclose or publicize in any other manner, all materials submitted to, or obtained or generated by, ICANN (or its officers, directors, employees, consultants, attorneys, and agents) in connection with the application, including ICANN's (or their) evaluations and analyses in connection with the application or ICANN's investigation or evaluation of the application, except to the extent set forth in a written and duly signed agreement between ICANN and the applicant on the terms for confidential treatment of particular

materials or information submitted by applicant (see [section I of the Statement of Requested Confidential Treatment of Materials Submitted](#) for details). The applicant grants ICANN and its officers, directors, employees, consultants, attorneys, and agents a license to use any copyright or other intellectual property that applicant may have in any portion of the application for this purpose.

B10. The applicant hereby gives ICANN permission to use the applicant's name and/or logo in ICANN's public announcements (including informational web pages) relating to the reassignment of the .org top-level domain.

B11. The applicant hereby agrees, acknowledges, and represents that it has no legally enforceable right to acceptance or any other treatment of this application or to the delegation in any particular manner of the .org top-level domain. It further agrees, acknowledges, and represents that it has no legally enforceable rights in, to, or in connection with the .org top-level domain by virtue of its preparation or submission of this application or by virtue of ICANN's receipt of this application, ICANN's acceptance of the examination fee, ICANN's consideration or other handling of this application, or statements made in connection with this or other applications ICANN receives.

B12. The applicant understands and agrees that it will acquire rights in connection with the .org top-level domain only in the event that it enters one or more written, duly signed agreements with ICANN, and that applicant's rights in connection with the .org top-level domain will be limited to those expressly stated in the written, duly signed agreements.

B13. In consideration of ICANN's review of the application:

B13.1. the applicant, for itself and each of its officers, directors, employees, consultants, attorneys, agents, partners, and joint venturers, hereby agrees that neither ICANN, nor any of its officers, directors, employees, consultants, attorneys, and agents, shall have any liability for its/his/her receipt, consideration, evaluation, analysis, or other activities in any way connected with this application; and

B13.2. the applicant hereby releases and forever discharges ICANN and each of its officers, directors, employees, consultants, attorneys, and agents from any and all claims and liabilities relating in any way to (a) any action or inaction by or on behalf of ICANN in connection with this application or (b) the appointment or failure to appoint of a successor registry operator for the .org top-level domain.

B14. Please send an e-mail to the following address acknowledging receipt of this application:

<mailto:carl@media.org>

By signing this transmittal form, the undersigned certifies (a) that he or she has authority to do so on behalf of the applicant and, (b) on his or her own behalf and on behalf of the applicant, that all information contained in this application, and all supporting documents included with this application, is true and accurate to the best of his/her/its knowledge and information. The undersigned and the applicant understand that any material misstatement or misrepresentation will reflect negatively on this application and may cause cancellation of any delegation of a top-level domain based on this application.

/Carl Malamud/
Signed

Carl Malamud
Chairman
Internet Multicasting Service
June 16, 2002

Authors' Addresses

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Appendix A. Document Formats

This document is available in the following formats:

- [\[html\]](#) This document.
- [\[htm\]](#) ICANN original form.
- [\[xml\]](#) XML
- [\[txt\]](#) ASCII
- [\[nroff\]](#) NROFF
- [\[word\]](#) Word
- [\[pdf\]](#) PDF

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