

Annex 3

UDRP Supplemental Rules of the Czech Arbitration Court

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1. Scope

- (a) **Relationship to Rules.** These *Supplemental Rules* are to be read and used in connection with the Rules for Uniform Domain Name Dispute Resolution Policy, approved by the Internet Corporation for Assigned Names and Numbers (ICANN) on October 24, 1999 (the "*Rules*").
- (b) **Version of Supplemental Rules.** The version of these *Supplemental Rules* in effect on the date of the submission of the *Complaint* shall apply to the administrative proceeding commenced thereby.

2. Definitions

Class Complaint means a single Complaint filed against a single domain-name holder in regard to multiple disputed domain names with the same language of UDRP proceeding filed by a single person acting on behalf of two or more Complainants and requesting separate relief for each Complainant for different disputed domain names than for the other Complainants joined in the Class Complaint.

Provider means the Arbitration Court attached to the Economic Chamber of the Czech Republic and Agricultural Chamber of the Czech Republic.

Time of Filing means a point in time when the following conditions are fulfilled:

- (a) a Complaint has been properly filed with the Provider; and
- (b) the appropriate fee for the proceeding is received by the Provider.

Working Days mean all days falling between Monday and Friday other than those which are public holidays in the country or the state where the Provider or either of the Parties, as the case may be, is subject to an obligation to adhere to a period of time as specified under these Supplemental Rules.

Any other term defined in the *Rules* shall have the same meaning when used in these *Supplemental Rules*.

3. Art. 2 of the *Rules*: Communications

- (a) The *Parties* shall be required to adhere to communication instructions contained in Annex C hereto.
- (b) The *Parties* shall be required to use for their other communication during the proceeding form documents set out in Annex B hereto and posted on the *Provider's* web site.
- (c) A system log of data messages of the *Provider* shall be considered as valid records in the absence of any evidence of malfunction of the *Provider's* system.
- (d) At the request of a *Party* filed before the expiration of the relevant period(s) of time, the *Provider* and, after its appointment, the *Panel*, may – in its sole discretion - extend the periods of time laid down in these *Rules* which are applicable to the *Parties* in exceptional circumstances or upon agreement by both *Parties*. The *Provider* and, after its appointment, the *Panel*, shall decide on any such limited period of extension.
- (e) The expiration of any given time period occurs at midnight (24.00) of the final day of that respective time period, based on the time observed in the location of the Provider or either of the Parties, as the case may be, which are subject to an obligation to adhere to a period of time as specified under these Supplemental Rules. When the last day of a deadline prescribed by the Rules and/or ADR Supplemental Rules is not a Working Day, the time period shall be extended automatically to include the next Working Day following the last day of the deadline.

- (f) When a hard-copy submission is to be made to the *Provider* by a *Party*, it shall be submitted in three (3) copies together with one (1) original of such submission.

4. Art. 3 of the Rules: The Complaint

- (a) It is possible to file a Class Complaint provided the following conditions are met:
- The Class Complaint is based on legal arguments applicable equally, or substantially in the same manner, to all the disputed domain names;
 - the person representing several different Complainants joined in the Class Complaint must provide evidence that it is authorized to act on behalf of each of the Complainants;
 - after filing a Class Complaint, the Provider will automatically suspend the proceedings for a three-week suspension period, so that the Parties can try to reach settlement; and
 - for the avoidance of doubt, the Panel can order transfer of any of the disputed domain name(s) only to the individual Complainant on which behalf such transfer was requested in the Class Complaint, in accordance with the Policy.
- (b) The *Provider* shall advise the *Parties* of the name and contact details of a member of its staff who shall be the *Case Administrator* and who shall be responsible for all administrative matters relating to the dispute and communications to the *ADR Panel*. The *Case Administrator* may provide administrative assistance to the *Panel* or *Panelist(s)*, but shall have no authority to decide matters of a substantive nature concerning the dispute.
- (c) Any proceeding(s) against a domain name holder with a later *Time of Filing* with respect to the same domain name(s) shall be suspended pending the outcome of the proceeding initiated by the *Complaint* with the earliest *Time of Filing*. If in such proceeding the *Panel* decides to grant the *Complainant* the remedies requested, all suspended proceedings will be terminated and any fees paid shall be reimbursed. If in the proceeding the *Panel* rejects the *Complaint*, the *Provider* shall activate the *Complaint* next in time to the *Time of Filing*. The *Provider* shall notify the respective *Complainant(s)* of the termination, activation, or continued suspension of their *Complaint(s)* in writing within five (5) days from the date the *Panel* decision related to the prior *Complaint* is issued.

5. Art. 4 of the Rules: Notification of Complaint

- (a) *Complainant* has the option to request that the *Provider* review its decision to withdraw the *Complainant's Complaint* due to administrative deficiency pursuant to Par. 4(b) of the Rules. The procedure related to such a request shall be as follows:
- (1) The request shall be submitted to the *Provider* within 5 days from receiving the information about the withdrawal and shall:
 - (i) specify the information under Par. 3 (b) (ii), (iii) and (vi) of the *Rules*; and
 - (ii) specify the *Complainant's* arguments why the *Provider's* decision to withdraw the *Complaint* is deemed incorrect.
 - (2) The *Provider* will acknowledge receiving the request from the *Complainant*, subject to the receipt of the fees due and will appoint a single expert from its list of panelists to provide the requested review of its decision.
 - (3) The appointed expert shall finalize the review within twelve (12) *days* from the date of its appointment. The results of the review shall be communicated to the *Complainant* and *Respondent* without delay.
 - (4) In the event, the expert review finds in favor of the *Complainant's* arguments, the sole right of the *Complainant* is that the *Provider* will return the UDRP fees for filing the

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Complaint and will return the fee applicable for filing the request to review the *Provider's* decision to withdraw the *Complaint* due to its administrative deficiencies.

6. Art. 6 of the Rules: Appointment of the Panel and Timing of Decision

- (a) The *Panelist* appointed in accordance with Par. 6 (e) of the *Rules* from the *Provider's* list of *Panelists* shall be the Presiding Panelist, coordinating the *Panel*.

7. Art. 7 of the Rules: Impartiality and Independence

- (a) Prior to appointment as a *Panelist*, a candidate shall be required to submit to the *Provider* a Declaration of Independence and Impartiality using the form included in the list of Forms contained in Annex B hereto and posted on the *Provider's* web site.

8. Art. 11 of the Rules: Language of Proceedings

- (a) All documents including communications made as part of the proceeding shall be made in the language of the proceeding. The *Panel* may disregard documents submitted in other languages than the language of the proceeding without requesting their translation. Any communication by the *Provider* which, from its content, cannot be regarded as amounting to procedural documents (such as cover letters with which the *Provider* sends procedural documents or automatic system notifications generated by the *Provider's* application) shall be made in the language of the proceeding or in English.

9. Art. 15 of the Rules: Panel Decision

- (a) The Panel decisions will meet the requirements set forth in Art. 15 of the *Rules* and will comply with all formal requirements contained in these *Supplemental Rules*. Each Panel decision shall contain a brief summary in English. A model decision is included in the list of Forms contained in Annex B hereto and posted in the *Provider's* website.
- (b) Within seven (7) days of receiving the decision, a *Party* may, by written notice to the *Panel* and the other *Party*, request the *Panel* to correct in the decision any errors in computation, any clerical or typographical errors, or any errors of a similar nature. Any such corrections shall be given in writing to the *Parties* and shall become a part of the decision.

The *Panel* may correct any errors on its own initiative of the type referred to in the preceding Par. within seven (7) days of the date of the decision being rendered.

10. Art. 16 of the Rules: Communication of Decisions to Parties

The Provider shall inform the Parties, the Registry and the concerned Registrar(s) of the Panel's decision. ICANN shall be informed of the Panel's decision through its publication. The Provider shall publish the full decision on his website, listing at least the following:

- (a) The domain name which is in dispute and is the subject of a *Complaint*;
- (b) The case number;
- (c) The *Complainant* and the *Respondent*.

The decision shall be published in the language of the proceeding. With respect to proceedings which are not conducted in English, the Provider shall also publish accompanying unofficial English translations of selected decisions.

11. Art. 17 of the Rules: Settlement or Other Grounds for Termination

- (a) If the *Parties* wish to negotiate a settlement, the *Complainant* may request that the *Provider* or, after its constitution, the *Panel* suspend the *proceeding* for a limited period. The suspension period may be extended by the *Panel* upon the *Complainant's* request. Any such suspension shall be without prejudice to the obligation of the *Panel* to forward its decision on the *Complaint* to the *Provider* within the time period specified by the *Provider*. Resumption of the proceeding shall take place automatically upon receipt of a request thereto from either the *Respondent* or the *complainant* or upon the expiration of such limited and specified time period.
- (b) The *Panel* shall terminate the *proceeding* if it becomes aware that the dispute that is the subject of the *Complaint* has been finally decided by a court of competent jurisdiction or an alternative dispute resolution body.

12. Art. 19 of the Rules: Fees

The fees applicable for administrative procedures and obligatory payment instructions are specified in Annex A hereto and posted on the *Provider's* website. The *Provider* may grant discounts on the applicable fees in justified cases. The conditions for obtaining discounts shall be published on the *Provider's* website.

13. Word Limits

The following limitations shall apply as to length of the Complaints and Responses:

- (a) The word limit under Par. 3 (b) of the *Rules* shall be 5,000 words.
- (b) The word limit under Par. 5 (b) of the *Rules* shall be 5,000 words.

14. Amendments

Subject to the *Rules*, the *Provider* may amend these *Supplemental Rules* in its sole discretion.

15. Effective date

These *Supplemental Rules* apply to all cases filed on or after _____ 2007.

16. List of Annexes

- Annex A: Fee Schedule;
- Annex B: List of Forms;
- Annex C: Communication Instructions

ANNEX A: FEE SCHEDULE**Fees of the Czech Arbitration Court (CAC)**

NOTE: ADR Fees indicated below are current fees payable for the resolution of .eu related disputes. These fees represent maximum ADR Fees the CAC is going to apply for the UDRP disputes. As stated in the CAC's UDRP Proposal, the CAC intends that its ADR Fees should not exceed the current level of UDRP Fees of the current approved Providers. The CAC would like to finalize its ADR Fees for the UDRP during the implementation stage.

All ADR Fees below are in EUR.

Number of Domain Names involved in the Complaint	Fee for Panelists		CAC's Administrative Fee	Total Fees	
	Single Panelist	Three Panelists		Single Panelist	Three Panelists
(a) 1 to 2 domain names	1,000	Presiding Panelist: 1,500 Each Co-Panelist: 750	850/710	1,850	3,710
(b) 3 to 5 domain names	1,200	Presiding Panelist: 1,700 Each Co-Panelist: 950	940/770	2,140	4,370
(c) 6 to 9 domain names	1,400	Presiding Panelist: 1,900 Each Co-Panelist: 1,150	1,020/820	2,420	5,020
(d) 10 domain names or more			To be decided in consultation with CAC.		
(e) Class Complaint			Total ADR Fees comprise ADR Fees for 9 domain names plus 14 EUR per		

			each additional disputed domain name.		
(f) Review of withdrawal of Complaint due to administrative deficiency	600		500	1,100	

The Czech Arbitration Court will grant a substantial discount on ADR Fees for ADR Proceedings which have been terminated early. Specifically, when a Complaint is withdrawn or a proceeding is terminated before the Panel has been appointed, the CAC will withhold a processing fee equal to the **CAC's Administrative Fee** and return the remainder of the ADR Fees to the respective Parties.

The Czech Arbitration Court will **return the ADR Fees** applicable for filing a challenge to the CAC's decision to terminate an ADR Proceeding due to administrative deficiencies, if the Panel decides in favor of the Complainant.

Explanatory Notes:

- (a) As already mentioned, all the fees mentioned above are in EUR including VAT on Panelist's fees. The Czech Arbitration Court is not VAT registered.
- (b) Fees for multiple domain names are applicable only for ADR Proceedings in which the same Complainant and the same Respondent are involved as the Parties and if the same language of ADR Proceeding is applicable for all the disputed domain names.
- (c) CAC's Administrative Fee indicated after the "/" sign indicate reduced CAC's Administrative Fee payable in case of the usage of advanced electronic signatures under Par. 3 (c) of the Supplemental Rules.
- (d) All the fees are payable before respective filings by bank transfer to the following account of the Czech Arbitration Court: IBAN CZ87 0400 0000 0035 9413 0024; S.W.I.F.T. code: ZIBA CZPP, variant symbol: [Case Number]; /the CAC intends to allow also payment by credit cards and/or charge cards, this will be finalized during the implementation stage/

ANNEX B: LIST OF FORMS

No	Form	note
A		
A1	Complaint	
A2	Notification of Fees unpaid	
A3	Termination due to Fees unpaid	
A4	Administrative Compliance Checklist - Complaint	
A5	Acknowledgement of Receipt of Complaint	
A6	Complaint suspension-termination	
A7	Notification of Deficiencies in Complaint	
A8	Amended Complaint	Same as A1
A9	Termination due to defective Complaint	
A10	Notification of Complaint and Commencement of ADR Proceeding	
A11	Notification of Complaint and Commencement of ADR Proceeding	
A12	Response	
A13	Acknowledgement of Receipt of Response	
A14	Administrative Compliance Checklist - Response	
A15	Notification of Deficiencies in Response	
A16	Notification of Respondent's Default	
A17	Notification of Complainant to choose Candidates for Panelists	
A18	Selection of Panel Candidates by Complainant	
A19	Selection of Panelist + Statement of Acceptance and Declaration of Impartiality and Independence	
A20	Notification of Appointment of Panel and Projected Decision Date	
A21	Challenge of a Panelist	
A22	Acknowledgement of Receipt of Panelist challenge + Notification of Challenge to the other Party and Panelist	
A23	Response to Challenge of a Panelist	
A24	Decision regarding Challenge of a Panelist	
A25	Transmittal of Case File to ADR Panel	
A26	Respondent's additional evidence	
A27	Acknowledgement of Receipt of Additional Evidence	
A28	Response of Complainant to Additional evidence	
A29	Decision	same as A25
A30	Announcement of Activation of Suspended Complaints	

A31	Notification of Continued suspension	
A32	Notification of Termination of suspended Complaint	
A33	Account Information	
A34	Request to extend Periods of Time	
A35	Notification about Request to extend Periods of Time to the other Party	
A36	Decision on Request to extend Periods of Time	
A37	Request to negotiate a Settlement	
A38	Decision on Suspension due to Settlement negotiations	
A39	Request to activate ADR Proceeding	
A40	Announcement of Activation of ADR Proceedings	
A41	Set of forms related to Class Complaints	
A42	Non standard communication	

ANNEX C: COMMUNICATION INSTRUCTIONS

Unless specified otherwise in the Rules and/or the Supplemental Rules, any written communication within the ADR Proceedings shall be made by the preferred means stated by the Complainant or Respondent, respectively. If such preferred or prescribed form of communication is electronic form, or in the absence of such specification, any written communication must be realized via our secured on-line platform accessible on this website. Should the preferred or prescribed form of communication be through registered mail or courier service (or telecopy or fax), all written communication must be in duplicate with one copy sent via the on-line platform. In this case, the electronic communication must also be printed and mailed or faxed to the address of the Arbitration Court.

In order to communicate via our on-line platform, you need to open and/or obtain your user account and receive a unique login. For these purposes, please see our Overview/Help information.