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NOTE: THESE SUPPLEMENTAL RULES REPRESENT A WORKING DRAFT WHICH THE CZECH ARBITRATION COURT WILL FINALIZE BASED ON COMMENTS AND DISCUSSION WITH ICANN AND OTHER INTERESTED PARTIES DURING THE UDRP APPROVAL PROCESS AND THE IMPLEMENTATION STAGE.

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

Appeal means a request for review of a *Panel* decision made by a single Panel within the same proceeding for alleged conflict with the Rules.

Class Complaint means a Complaint filed against a single domain-name holder filed by a single person acting on behalf of two or more rightholders.

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

Sunrise Rules mean specific procedural rules (if any) applicable to proceedings filed in relation to phased registrations of domain names, as specified from time to time in Annex D hereto.

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

- (a) a Complaint or a request to change the language of the proceeding has been properly filed with the Provider; and
- (b) the appropriate fee for the proceeding is received by the Provider.

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) When a Party is obligated to submit a signed hardcopy to the Provider, this obligation can also be satisfied when such documents are signed and filed electronically in such a manner which would satisfy the legal requirements of a signature in relation to data in electronic form in the same manner as a hand-written signature satisfies those requirements in relation to paper-based data, in accordance with the law of ICANN. The Provider may include additional conditions for the use of electronic signatures during ADR Proceedings in Annex C of the ADR Supplemental Rules (Communication Instructions).
- (d) 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.
- (e) 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.
- (f) The expiration of any given time period occurs at midnight (24.00) of the final day of that respective time period. 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.

- (g) 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) The Complaint may relate to more than one domain name, provided that the Parties and the language of the proceedings are the same.
- (b) Notwithstanding Par. (a) above, 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 proceedings can be decided only by a three-member panel; and
 - 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.
- (c) The Provider will not accept Complaints from Parties found guilty three times in UDRP proceedings of reverse domain name hijacking.
- (d) 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.
- (e) 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 *Complainant* 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

Complainant can challenge the withdrawal of its *Complaint* due to administrative deficiency pursuant to Paragraph B2(b) above. The procedure related to such a challenge 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*;
 - (ii) specify the requested cancellation of the withdrawal of the *Complaint* due to administrative deficiency;
 - (iii) specify the reasons of the requested cancellation;
 - (iv) conclude with the statement under Par. 3 (b) (xiv) of the *Rules*.
- (2) The *Provider* will acknowledge receiving the request from the *Complainant*, subject to the receipt of the fees due and will appoint a single *Panel* to decide the request.

- (3) The *Panel* shall issue a decision whether or not to allow the requested challenge within twelve (12) *days* from the date of its appointment. The *Panel's* decision shall be final and not subject to *Appeal*. The decision shall be communicated to the *Complainant* without delay.

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

- (a) The *Panelist* appointed in accordance with Par. 8 (b) 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) In the absence of an agreement between the parties, the *Panel* may in its sole discretion, having regard to the exceptional circumstances of the proceeding, decide on the written request of a *Complainant*, filed before initiating a *Complaint*, that the language of the proceeding will be different than the language of the *Registration Agreement* for the disputed domain name.
- (b) The procedure related to the request of a change of the language of the proceeding shall be as follows:
- (1) The request shall be submitted to the *Provider* in hard copy and in electronic form and shall:
 - (i) specify the information under Par. 3 (b) (ii), (iii), (v), (vi) and (vii) of the *Rules*;
 - (ii) specify the requested change of the language of proceeding;
 - (iii) specify the exceptional circumstances that would justify such a change of the language of an proceeding;
 - (iv) conclude with the statement under Par. 3 (b) (xiv) of the *Rules*.
 - (2) The *Provider* will acknowledge receiving the request from the *Complainant*, subject to the receipt of the fees due hereunder, and, if applicable, shall notify the *Registrar*.
 - (3) The *Provider* shall notify the *Respondent* of the request to change the language of the proceeding within five (5) *days* following receipt of the fees payable hereunder.
 - (4) The *Respondent* shall have a right to submit a response to the *Provider* within twelve (12) *days* of the date of notification of the request to change the language of the proceeding. The response shall be submitted in hard copy and in electronic form.
 - (5) The *Provider* will acknowledge receiving the response from the *Respondent* and will appoint a single *Panel* to decide the request.
 - (6) The *Panel* shall issue a decision whether or not to allow the requested change of the language of the proceeding within twelve (12) *days* from the date of its appointment. The *Panel's* decision shall be final and not subject to *Appeal*. The decision shall be communicated to the *Parties* without delay.
 - (7) In case the *Complainant* files the *Complaint* within thirty (30) *days* from receiving the decision under preceding Par., the *Time of Filing* of the request to change the language of the proceeding shall apply with respect to the *Complaint*, provided the appropriate fee is paid.

- (c) 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) In exceptional circumstances on the basis of an alleged conflict of a decision issued by a single Panel with the *Rules* a Party can file an *Appeal*. The procedure related to the *Appeal* shall be as follows:
- (1) Within seven (7) days from the communication of the decision to the *Parties*, a *Party* can notify the *Provider* of its intention to submit an *Appeal*; such notification can be submitted only in electronic form in accordance with specific instructions contained in Annex C hereto.
 - (2) Within three (3) days from the notification under Par. (1) above the *Provider* shall inform the concerned *Registrar* that an *Appeal* is to be filed against the first decision in the respective proceeding and that the first decision is therefore not a final decision in the proceeding for the purposes of Par. 4 k of the *Policy*. The *Provider* will notify the concerned *Registrar* without delay if the *Appeal* is not filed within the prescribed time period.
 - (3) The *Appeal* shall be submitted to the *Provider* within 10 (ten) days from notifying the *Provider* under Par. (1) above in hard copy and in electronic form and shall:
 - (i) specify the information under Par. 3 (b) (ii), (iii), (vi) and (viii) of the *Rules*;
 - (ii) specify the requested review of the first decision;
 - (iii) specify the reasons why the first decision conflicts with the *Rules*;
 - (iv) conclude with the statement under Par. 3 (b) (xiv) of the *Rules*.
 - (4) The *Provider* will acknowledge receiving the *Appeal* from the *Complainant*, subject to the receipt of the fees due hereunder, and shall notify the *Respondent* of the filing of the *Appeal* within two (2) days following receipt of the fees payable hereunder.
 - (5) The *Respondent* shall have a right to submit a response to the *Provider* within fourteen (14) days of the date of receipt of notification of the *Appeal*. The response shall be submitted in hard copy and in electronic form.
 - (6) The *Provider* will acknowledge receiving the response from the *Respondent* and will appoint a three-member *Panel* to decide the *Appeal*.
 - (7) The *Panel* shall issue a decision in which it will confirm or revise the first decision within fourteen (14) days from the date of its appointment. The *Panel's* decision shall be final and not subject to *Appeal*. The decision shall be communicated to the *Parties* without delay.
- (b) 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*, with the exception of the limit of number of pages pursuant to Par. 13 below where the *Panel* will exercise its discretion. A model decision is included in the list of Forms contained in Annex B hereto and posted in the *Provider's* website.
- (c) 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.

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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

Panelists shall exercise reasonable efforts to adhere the following guidelines as to length of the decisions:

- (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.
- (c) The word limit under Par. 15 (e) 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 D: Sunrise Rules (per Registry)

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) Request to change language	600		500	1,100	
(g) Challenge of withdrawal of Complaint due to administrative deficiency	600		500	1,100	

The Czech Arbitration Court will grant a **10%** discount on the ADR Fees applicable to the Parties who **use advanced electronic signatures** to sign and file their respective procedural documents during ADR Proceedings.

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]

ANNEX B: LIST OF FORMS

No	Form	note
A		
A1	Complaint	
A2	Notification of Fees unpaid	
A3	Termination due to Fees unpaid	
A3_1	Request for Registrar Verification	
A3_2	Administrative Compliance Checklist - Complaint	
A4	Acknowledgement of Receipt of Complaint	
A5	Complaint suspension-termination	
A6	Notification of Deficiencies in Complaint	
A7	Amended Complaint	Same as A1
A8	Termination due to defective Complaint	
A9	Notification of Complaint and Commencement of ADR Proceeding	
A9_a	Notification of Complaint and Commencement of ADR Proceeding	
A10	Response	
A11	Acknowledgement of Receipt of Response	
A11_1	Administrative Compliance Checklist - Response	
A12	Notification of Deficiencies in Response	
A13	Amended Response - refer to A10	
A14	Notification of Respondent's Default	
A15	Challenge of a Notification of Respondent's Default	
A16	Acknowledgement of Receipt of the Challenge of 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	
A21_1	Acknowledgement of Receipt of Panelist challenge + Notification of Challenge to the other Party and Panelist	
A22	Response to Challenge of a Panelist	
A23	Decision regarding Challenge of a Panelist	
A24	Transmittal of Case File to ADR Panel	

A25	Interim Decision	
A26	Respondent's additional evidence	
A26_1	Acknowledgement of Receipt of Additional Evidence	
A27	Response of Complainant to Additional evidence	
A28	Decision	same as A25
A29	Announcement of Activation of Suspended Complaints	
A30	Notification of Continued suspension	
A31	Notification of Termination of suspended Complaint	
A32	Account Information	
A33	Request to extend Periods of Time	
A34	Notification about Request to extend Periods of Time to the other Party	
A35	Decision on Request to extend Periods of Time	
A36	Request to negotiate a Settlement	
A37	Decision on Suspension due to Settlement negotiations	
A38	Request to activate ADR Proceeding	
A39	Announcement of Activation of ADR Proceedings	
A40	Non standard communication	

No	Form	note
B		
B1	Request to Change the Language of ADR	
B2	Notification of Fees Unpaid	
B3	Notification of Termination due to Non-payment	
B4	Acknowledgement of Receipt of Request	
B4_1	Request for Registrar verification	
B5	Notification of Request and Commencement of Language trial	
B6	Response to Request	
B7	Acknowledgement of Receipt of the Response	
B8	Selection of Panelist + Statement of Acceptance and Declaration of Impartiality and Independence	Same as A19
B9	Notification of Appointment Panel and Projected Decision Date	Same as A20
B10	Challenge of a Panelist	Same as A21
B10_1	Acknowledgement of Receipt of Panelist challenge + Notification of Challenge to the other Party and Panelist	Same as A21_1
B11	Response to Challenge of a Panelist	Same as A22
B12	Decision regarding Challenge of a Panelist	Same as A23

B13	Transmittal of Case File to ADR Panel	Same as A24
B14	Decision related to the requested language trial	

No	Form	note
C		
C1	Challenge of Complaint Termination due to admin. deficiency	
C2	Notification of Fees Unpaid.doc	
C3	Notification of termination due to Non-payment	
C4	Acknowledgement of Receipt of Challenge of withdrawal	
C4_1	Request for Registrar verification	Same as A3_1
C5	Statement of Acceptance and Declaration of Impartiality and Independence+ Selection of Panelist	Same as A19
C6	Notification of Appointment Panel and Projected Decision Date	Same as A20
C7	Challenge of a Panel	Same as A21
C7_1	Acknowledgement of Receipt of Panelist challenge + Notification of Challenge to the other Party and Panelist	Same as A21_1
C8	Response to Challenge of a Panelist	Same as A22
C9	Transmittal of Case File to the Panel	Same as A24
C10	Decision regarding Challenge of a Panelist	Same as A23
C11	Decision on administrative withdrawal	

No	Form	note
D		
D1	Appeal	
D2	Notification of Fees Unpaid	
D3	Notification of Termination due to Non-payment	
D4	Acknowledgement of Receipt of Appeal	
D4_1	Request for Registrar verification	
D5	Notification of Appeal	
D6	Response to Appeal	
D7	Acknowledgement of Receipt of the Appeal	
D8	Selection of Panelist + Statement of Acceptance and Declaration of Impartiality and Independence	Same as A19
D9	Notification of Appointment Panel and Projected Decision Date	Same as A20
D10	Challenge of a Panelist	Same as A21

D10_1	Acknowledgement of Receipt of Panelist challenge + Notification of Challenge to the other Party and Panelist	Same as A21_1
D11	Response to Challenge of a Panelist	Same as A22
D12	Decision regarding Challenge of a Panelist	Same as A23
D13	Transmittal of Case File to ADR Panel	Same as A24
D14	Decision related to the Appeal	

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.

Special conditions related to the usage of advanced electronic signatures: TO BE COMPLETED DURING THE IMPLEMENTATION STAGE.