

Dear ICANN,

ADR.EU center of the Czech Arbitration Court has prepared a proposal for a new process within UDRP. Please find attached proposed amendments of our UDRP Supplemental Rules which we submit for the purposes of public consultation.

The so called Expedited Decision process as proposed is a simple and straightforward procedure. It will be for a substantially lower filing fee where the Complainant elects to file substantially shorter complaint (prescribed maximum word limit will be substantially lower than for normal complaints) and no response is filed. Decisions will be made by usual UDRP panelists in a short-form UDRP decision (which will still contain principal arguments) using the same standard of assessment as in other UDRP cases in accordance with the Policy. The Panel will have discretion to reject the Expedited Decision path if it would be unfair to decide in this shorter way (including if there is a suspicion of gaming on the part of the Complainant). If the Panel concludes that the more appropriate route for the dispute would be by a normal UDRP decision and not by the Expedited Decision, the Complainant will have to pay-up full UDRP filing fee.

Best regards,

ADR.EU, Czech Arbitration Court

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.

Expedited Decision Case means a proceeding where a Complainant has elected for the case to be an Expedited Decision Case in accordance with Par. 4(a) or Par. 5A(a) of these *Supplemental Rules* and the proceeding has not ceased to be an Expedited Decision Case in accordance with Par. 5(A)(b) of these *Supplemental Rules*.

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 or these Supplemental 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) A Complainant in his Complaint may elect for an administrative proceeding to be an Expedited Decision Case and to pay a lower initial filing fee corresponding to an Expedited Decision Case under Annex A hereof provided all the following conditions are met:~~

- ~~(1) the Complainant elects to have the dispute decided by a single-member Panel under Art. 3 (b)(iv)(b) of the Rules;~~
- ~~(2) the Complaint is not a Class Complaint;~~
- ~~(3) the Complaint takes the form provided for an Expedited Decision Complaint in the list of Forms contained in Annex B hereto and posted on the Provider's website; and~~
- ~~(4) the Complaint adheres to the word limits under Par. 13 (a) of these Supplemental Rules.~~

(b) It is possible to file a Class Complaint provided all the following conditions are met:

- (1) The Class Complaint is based on legal arguments applicable equally, or substantially in the same manner, to all the disputed domain names; and
- (2) 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.

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.

(c) 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.

(d) 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.

~~(e) If in any proceeding any fees payable under Par. 12(b) of these Supplemental Rules are not paid, the Complaint shall be deemed withdrawn.~~

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 Art. 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 five (5) days from receiving the information about the withdrawal and shall:
 - (i) specify the information under Art. 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 *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.

5A. Art. 5 of the Rules: Response and Expedited Decisions

- (a) A *Complainant* may elect within [three (3)] days of the date by which a *Response* is due in accordance with Art. 5 of the *Rules*, for a *proceeding* to be an Expedited Decision Case provided all the following conditions are met:
- (1) the *Respondent* has not filed a *Response* in administrative compliance with Art. 5 of the *Rules*;
 - (2) the *Complainant* has elected in its *Complaint* to have the dispute decided by a single-member *Panel* under Art. 3 (b)(iv)(b) of the *Rules*; and
 - (3) the *Complaint* is not a Class Complaint.
- (b) A *proceeding* shall cease to be an Expedited Decision Case:
- (1) where the *Complainant* has elected under Par. 4A(a) of these *Supplemental Rules* and a *Response* is then filed that is in administrative compliance with Art. 5 of the *Rules*; or
 - (2) the *Panel* determines that the *proceeding* is not an Expedited Decision Case.
- (c) A *Panel* shall determine that a *proceeding* is not an Expedited Decision Case if in the opinion of the *Panel*:
- (i) the relevant conditions of election under Par. 4(a) or Par. 5(A)(a) of these *Supplemental Rules* have not been satisfied;
 - (ii) the *proceeding* is too factually or legally complex for a decision to be given in the form provided for by Par. 9(b) of these *Supplemental Rules*; or
 - (iii) it would for any other reason be unfair or otherwise inappropriate to issue a decision in the form provided for by Par. 9(b) of these *Supplemental Rules*.

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

- (a) The *Panelist* appointed in accordance with Art. 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*.

(b) In an Expedited Decision Case:

- (1) the standard of assessment by the Panel of the three elements of Art. 4(a) of the Policy shall not be any different;
- (2) the decision shall take the form provided for an Expedited Decision in the list of Forms contained in Annex B hereto and posted in the Provider's website;
- (3) Par. 9 (c) of these Supplemental Rules shall not apply.

- (c) 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.

- (d) 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 an~~ 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

(a) 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.

(b) In a proceeding where:

(1) the *Complainant* has elected under Par. 4(a) of these *Supplemental Rules* that the *proceeding* is an Expedited Decision Case; and

(2) the *proceeding* ceases to be an Expedited Decision case under par. 5A(b) of these *Supplemental Rules*,

the *Complainant* must pay the difference between the Expedited Decision fee and the applicable standard fee for a Single Panel decision within 5 days of notification by the *Provider*;

(c) In a proceeding where:

(1) the *Complainant* has elected under Par 5A(a) of these *Supplemental Rules* that the *proceeding* is an Expedited Decision Case; and

(2) the *proceeding* proceeds to an Expedited Decision under Par. 9(b) of these *Supplemental Rules*,

the *Provider* shall refund to the *Complainant* the difference between the fee paid by the *Complainant* to the *Provider* and the applicable Expedited Decision fee.

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 except that if the *Complainant* elects in its *Complaint* that the *proceeding* be an *Expedited Decision Case*, the word limit shall be 2,000 words and maximum 20 pages of annexes of supporting evidence..

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

(c) The word limits mentioned above do not apply for Class Complaints and Responses to Class Complaints.

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 ~~1 January [] 2009~~ 10.

16. List of Annexes

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

ANNEX A: FEE SCHEDULE

NOTE: All UDRP 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 5 domain names	900	Presiding Panelist: 1,200 Each Co-Panelist: 600	400/700	1,300	3,100
(b) 6 to 10 domain names	1,100	Presiding Panelist: 1,500 Each Co-Panelist: 800	500/900	1,600	4,000
(c) 11 to 20 domain names	1,300	Presiding Panelist: 1,800 Each Co-Panelist: 900	600/1100	1,900	4,700
(d) 21 to 30 domain names	1,500	Presiding Panelist: 2,100 Each Co-Panelist: 1,050	700/1300	2,200	5,500
(e) 31 to 40 domain names		Presiding Panelist:			

	1,700	2,400 Each Co-Panelist: 1,200	800/1,500	2,500	6,300
(f) 41 to 50 domain names	1,900	Presiding Panelist: 2,700 Each Co-Panelist: 1,350	900/1700	2,800	7,100
(g) 51 domain names or more <u>in one or more proceedings within one calendar year</u>			To be decided in consultation with the CAC.		
(h) Preliminary control of a complaint for administrative compliance			60		
(i) Request for a review of admin. Decision of the CAC (Par. 5 (a) of CAC's Supplemental Rules			250		

Fees for Expedited Decision Cases :

.....

<u>Number of Domain Names involved in the Complaint</u>	<u>Fee for Panelist</u>	<u>CAC's Administrative Fee</u>
<u>(a) 1 to 5 domain names</u>	[250]	[250]
<u>(b) 6 to 10 domain names</u>	[500]	[300]
<u>(c) 11 to 25 domain names</u>	[750]	[400]
<u>(d) 26 to 50 domain names</u>	[1000]	[500]

The Czech Arbitration Court will grant a substantial discount on UDRP Fees for administrative 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 UDRP Fees to the respective Parties. However, there will be no return of fees where a case is deemed withdrawn pursuant to Par. 4(e) of these Supplemental Rules.

The Czech Arbitration Court will **return the UDRP Fees** applicable for filing a request to review the CAC's administrative to terminate an administrative proceeding due to administrative deficiencies, if the review is concluded in favor of the Complainant.

Explanatory Notes:

As already mentioned, all the fees mentioned above are in EUR including VAT on Panelist's fees. The CAC is not VAT registered.

All the fees are payable before respective filings by (i) credit cards/charge cards; and/or (ii) 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]; and/or (iii) cheques.

Annex B: List of Forms

No	Form	note
A		
A1	Complaint	
A1A	Complaint requesting Expedited Decision	
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
A29A	Expedited Decision	
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, except for annexes (if any) available only in hardcopy. 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.

A29A Expediated Decision

1. THE PARTIES:

Complainant: _____

Address: _____

Respondent: _____

Address: _____

2. THE DOMAIN NAME(S):

_____ [Enter domain name(s)]

3. IDENTIFICATION OF RIGHTS

[Enter rights relied upon by Complainant]

4. FACTS ASSERTED BY COMPLAINANT AND NOT CONTESTED BY THE RESPONDENT

[Automatically populated from Complaint, but subject to Panel amendment]

5. Rights

The Complainant has, to the satisfaction of the Panel, shown the Domain Name is identical or confusingly similar to a trademark or service mark in which the complainant has rights (within the meaning of paragraph 4(a)(i) of the Policy).

_____ Yes No

6. No rights or legitimate interests

The Complainant has, to the satisfaction of the Panel, shown the Respondent to have no rights or legitimate interests in respect of the Domain Name (within the meaning of paragraph 4(a)(ii) of the Policy).

Yes No

7. Bad faith

The Complainant has, to the satisfaction of the Panel, shown the Domain Name to have been registered and is being used in bad faith (within the meaning of paragraph 4(a)(iii) of the Policy).

Yes No

8. Additional reasons for the decision (including summary explanation as to why registration and use was in bad faith)

9. Decision

The Panel is satisfied that Par. 5A(c) of the *Supplemental Rules* do not apply and that this administrative proceeding can be decided in the form of an Expedited Decision.

[For all the foregoing reasons, in accordance with Paragraphs 4(i) of the Policy and 15 of the Rules, the Panel orders that the domain name[s], [] be transferred to the Complainant / be cancelled.]

[and/or]

[For all the foregoing reasons, the Complaint is denied in respect of the domain name[s], [].]