25 June 2015

.hu is "Internet Society" Non-governmental Organization
17 A.Khachaturyan str. #3, Yerevan, 0072, Armenia

Dear Igor Mkrtumyan,

This letter sets out what ICANN has agreed to do in order to demonstrate commitment to securing and enhancing the stability and interoperability of the Internet’s Domain Name System (DNS). This is for the mutual benefit of Internet Society" Non-governmental Organization (hereinafter ISOC AM) and ICANN, and for the benefit of the local and global internet community.

To this end, ICANN makes the following commitments to ISOC AM.
ICANN shall use best endeavors to:

a) Maintain a stable, secure, and authoritative publicly available database of relevant information about .hu, the Delegated IDN country code Top Level Domain (Delegated IDN ccTLD), in accordance with ICANN publicly available policies and procedures. The Authoritative Root Database shall contain information for the public authoritative name servers for .hu, contact information for .hu, the designated administrative contact(s), and the designated technical contact(s) as notified to ICANN;

b) Initiate, on notification by the ISOC AM, a change to the domain name or IP address(es) of the name servers for .hu as recorded in the Authoritative-Root Data for .hu 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 our publicly available policies and procedures;

c) Publish data maintained in the Authoritative Root Database about .hu which shall include at least the names of ISOC AM 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 domain;
d) Coordinate the Authoritative Root Server System so that it is operated and maintained in a stable and secure manner; and support a process that causes the Authoritative Root Server System to publish DNS resource records delegating the Delegated IDN ccTLD .hun 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 .hun

e) Maintain authoritative records and an audit trail regarding changes to .hun delegations and records related to those delegations, and inform ISOC AM of the status of a requested change related to .hun in accordance with the policies, procedures and format as made publicly available by ICANN;

f) Notify ISOC AM of any changes to ICANN’s contact information no later than seven (7) days after the change becomes effective, and

g) In the event of an activity or lack of activity that generates a serious concern regarding the stability, security and interoperability of the Internet’s Domain Name System (DNS) from a global perspective or there is disagreement between ICANN and ISOC AM (the “parties”) arising under or out of the commitments made in this exchange of letters, either party may provide written notice to the other demanding cooperative engagement. In that event, then each shall, within 7 (seven) calendar days of the provision of the notice, designate by email a single executive officer as its representative to resolve the dispute. ISOC AM may send notifications to icannlegal@icann.org. The designated representatives shall, within 2 (two) business days after being designated, confer by telephone or in person to attempt to resolve the issue in good faith. If they are not able to resolve the issue during the initial meeting, the designated representatives shall meet in person, at a mutually agreed location, within 7 (seven) calendar days after the initial meeting, at which meeting the designated representatives shall in good faith attempt to reach a definitive resolution of the issue. This time schedule and process for cooperative engagement may be modified with respect to any issue, but only if both parties agree to such a modification in writing.

ICANN acknowledges that ISOC AM has committed to make an expected but not mandatory financial contribution to ICANN’s costs of operations. ICANN appreciates this commitment to furthering ICANN’s ability to fulfill its mission as set forth in Sections 1 and 2 of the ICANN Bylaws.

ICANN may terminate its commitment to you by giving you notice in writing. In this event, ICANN’s obligations to ISOC AM under this letter shall cease. However ICANN acknowledges its responsibility to continue to perform all commitments, including the cooperative engagement process as described in
paragraph g), to the extent it is within ICANN's powers and can be reasonably expected under the circumstances in order to maintain the stability and interoperability of the DNS.

ICANN agrees that no breach of a commitment contained in this letter or performance or non-performance under this letter shall give rise to any monetary liability by either ICANN or ISOC AM. The exchange of letters between ICANN and ISOC AM represents the full agreement and commitments of the parties.

ICANN looks forward to a long and mutually beneficial relationship with ISOC AM.

Yours sincerely
Fadi Chehadé
President and CEO
Internet Corporation for Assigned Names and Numbers
To: ICANN 4676  
Admiralty Way, Suite 330  
Marina del Rey, CA 90292-6601 USA

This letter sets out what “Internet Society” Non-governmental Organization, hereinafter ISOC AM, understands it has agreed to do in order to demonstrate ISOC AM’s commitment to securing and enhancing the stability and interoperability of the Internet’s Domain Name System (DNS) for ISOC AM and ICANN’s mutual benefit and for the benefit of the local and global internet community in an evolutionary manner and on the basis of a peer relationship.

ISOC AM 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.

To this end ISOC AM makes the following commitments to ICANN. ISOC AM shall use its best endeavors to:

a. Generate regular updates of the .huj zone data in compliance with relevant standards as set out in paragraph c) and subject to and within the limits of relevant national law and national public policy.

b. Establish, operate and maintain the authoritative name servers for .huj in a stable and secure manner, adequate to resolve names within the .huj domain by users throughout the Internet and in compliance with relevant standards as set out in paragraph d) and subject to and within the limits of relevant national law and national public policy.

c. Register IDN domain names in accordance with ISOC AM’s publicly-available registration policy which shall comply on an ongoing basis with Relevant Applicable Standards to IDNs, such as the IDNA Protocol, and with the IDN guidelines as updated and published from time to time on the ICANN website, all subject to and within the limits of relevant applicable national law and
public policy. This includes, but is not limited to, adherence to RFCs 3490, 3491, 3492, 3454 and their successors.
d. Applicable relevant standards are standards-track or best current practice RFCs sponsored by the Internet Engineering Task Force.
e. Notify ICANN, through ICANN’s designated point of contact of:
1. Any change of the contact information of the administrative or technical contact(s), and
2. Any change to the administrative and/or technical contact details about .huw in the Authoritative-Root Database no later than seven days after the change becomes effective. The administrative contact for .huw must be directly associated with .huw IDN ccTLD and must reside in the territory of Armenia during the entire period he or she is designated as such.
ISOC AM agrees that the .huw IDN ccTLD should not use DNS redirection and synthesized DNS responses.

ISOC AM shall, on an expected but not mandatory basis, contribute on an annual basis to ICANN’s cost of operations in the amount 3% of the revenue from the registrations of domain names within .huw.
However, in the event that fewer than 20,000 domain names are registered within .huw for any year, ISOC AM shall, on an expected but not mandatory basis, contribute 1% of the revenue from registrations of domain names within .huw, or in the event that there are 20,000 – 50,000 domain names registered within .huw for any year, ISOC AM shall, on an expected but not mandatory basis, contribute 2% of the revenue from registrations. Revenue from registrations shall be calculated by multiplying the number of domain name registrations in .huw by the portion of per registration fee received by the Registry as reported by ISOC AM in local currency.

ISOC AM agrees that it may terminate its commitment to ICANN by giving ICANN notice in writing and if ISOC AM does, ISOC AM agrees that its obligations to ICANN under this letter shall cease. However ISOC AM acknowledges that it is to continue to perform its commitments, including the cooperative engagement process described below, to the extent it is within ISOC AM’s powers and can be reasonably expected under the circumstances in order to maintain the stability and interoperability of the DNS.
ISOC AM agrees that it will engage with ICANN in the event of an activity or lack of activity that generates a serious concern regarding the stability, security and interoperability of the Internet’s Domain Name System (DNS) from a global perspective, or the disagreement between ICANN and ISOC AM (the "parties") arising under or out of the commitments made in this exchange of letters. ISOC AM agrees that either party may provide written notice to the other demanding cooperative engagement. In that event, then each shall, within seven (7) calendar days of the provision of the notice, designate by email a single executive officer as its representative to resolve the dispute. ICANN may send notifications to isoc@isoc.am. The designated representatives shall, within two (2) business days after being designated, confer by telephone or in person to attempt to resolve the issue in good faith. If they are not able to resolve the issue during the initial meeting, the designated representatives shall meet in person, at a mutually agreed location, within seven (7) calendar days after the initial meeting, at which meeting the designated representatives shall in good faith attempt to reach a definitive resolution of the issue. This time schedule and process for cooperative engagement may be modified with respect to any issue, but only if both parties agree to such a modification in writing.

ISOC AM agrees that the delegation of the IDN ccTLD does not grant an intellectual property right in the .hu IDN ccTLD string.

ISOC AM agrees that no breach of a commitment contained in this letter or performance or non-performance under this letter shall give rise to any monetary liability by either one of us to the other. The exchange of letters between ICANN and ISOC AM represents the full agreement and commitments of the parties.

ISOC AM looks forward to a long and mutually beneficial relationship with ICANN.

Igor Mkrtumyan
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