

Original

ICANN/ccTLD Manager

MEMORANDUM OF UNDERSTANDING

Moldova - .md

EFFECTIVE DATE
2 December 2003

ICANN-ccTLD Manager

Memorandum of Understanding

Moldova -- .md

This Memorandum of Understanding ("MoU") is made and entered into on 19 December, 2003 (the "Effective Date") by and between the Internet Corporation for Assigned Names and Numbers ("ICANN") and MoldData S.E. ("Manager").

1 Recitals

1.1 ICANN is the non-profit corporation that was formed on 30 September 1998 for purposes of providing technical-coordination functions for the Internet in the public interest. Among ICANN's responsibilities is to oversee operation of the Internet's Authoritative Root-Server System.

1.2 The country-code Top-Level Domain (ccTLD) Manager is the trustee for the .md country-code top-level domain (the "Delegated ccTLD"), assigned to the Republic of Moldova according to the two-letter codes in the ISO 3166-1 list for the representation of names of countries or territories. The Manager has the duty to manage and operate the Delegated ccTLD in the interests of and in consultation with the local Internet community, mindful of the interests of the global Internet community.

1.3 The purpose of this MoU is to formalize the present relationship between the Manager and ICANN. This MoU is intended to persist only for so long as both parties desire, with the goal of replacing this MoU with another, more durably binding, agreement taking into account evolving circumstances, including possible enhanced, cooperative governmental involvement in ensuring that the ccTLD operates within an appropriate framework of accountability.

2 Recognitions

2.1 **Recognition of ccTLD Manager.** ICANN hereby recognizes the Manager as the manager of the Delegated ccTLD during the term of this MoU.

2.2 **Recognition of ICANN.** The ccTLD Manager acknowledges that ICANN is, and throughout the term of this MoU shall remain, the Internet coordination entity responsible to the global Internet community for the development of policies for the overall coordination of the Internet domain-name system (DNS) in a manner that maintains it as a stable and interoperable global naming system for the Internet.

3 ICANN Obligations

3.1 **Authoritative-Root Database.** ICANN shall maintain, or cause to be maintained, a stable, secure, and authoritative publicly available database (referred to in this MoU as the "Authoritative-Root Database") of relevant information about TLDs maintained in the Authoritative Root-Server System. For the Delegated ccTLD, the Authoritative-Root Database shall contain information about the ccTLD Manager, the designated administrative contact, the designated technical contact, and the nameservers.

3.2 Designation of Administrative and Technical Contacts. At the commencement of the term of this MoU, the administrative and technical contacts for the Delegated ccTLD shall be as stated on Attachment A. From time to time during the term of this MoU, the Manager may, by notifying ICANN in writing, request a change in the designation of the administrative or technical contact. The administrative contact must reside in the territory of the Delegated ccTLD during the entire period he or she is designated as such. The request for designation of an administrative or technical contact must be made by the Manager's designee and be accompanied by complete and accurate contact information for the newly designated contact according to Section 4.3. ICANN shall implement a request to change the administrative or technical contact for the Delegated ccTLD in the Authoritative-Root Database within seven days after ICANN is reasonably satisfied that the request is genuine and meets the requirements of this Section 3.2.

3.3 Updating of Nameserver Information. At commencement of the term of this MoU, the host names and IP addresses of the nameservers for the Delegated ccTLD shall be as stated on Attachment A. From time to time during the term of this MoU, the Manager may, by notifying ICANN, request a change in the host name or IP address(es) of the nameservers for the Delegated ccTLD reflected in the Authoritative-Root Database. The initial format and technical requirements for such requests are set forth in Attachment B. Changes to the format requirements may be made by ICANN upon thirty days written notice to the Manager. Changes to the technical requirements may be made only with the mutual written consent of ICANN and the Manager (which neither party shall withhold unreasonably) or in the manner provided in Section 5. ICANN shall implement a request for a change to the nameserver data for the Delegated ccTLD in the Authoritative-Root Database within seven days after ICANN is reasonably satisfied that the request is genuine and meets the requirements of this Section 3.3.

3.4 Implementation of Updates to Contact Information. ICANN shall implement a request submitted by the Manager to revise contact information in the Authoritative-Root Database within seven days after ICANN is reasonably satisfied that the request is genuine and meets the requirements under 4.3.

3.5 Publication of Root-Zone Whois Information. ICANN shall publish, or cause to be published, data maintained in the Authoritative-Root Database about the Delegated ccTLD. The published data shall include at least the names of the Manager, the administrative contact, and the technical contact.

3.6 Operation of Authoritative Root-Nameserver System; Contents of Authoritative Root-Zone File. ICANN shall use reasonable commercial efforts to coordinate the Authoritative Root-Server System to ensure that it is operated and maintained in a stable and secure manner. ICANN shall cause, to the extent it has the authority under its agreements and otherwise, the Authoritative Root-Server System to publish DNS resource records delegating the Delegated ccTLD to the nameservers recorded in the Authoritative-Root Database.

3.7 Maintenance of Authoritative Records and Audit Trail. ICANN shall maintain, or cause to be maintained, authoritative records and an audit trail regarding ccTLD delegations and records related to those delegations.

3.8 Notification of Changes to ICANN's Contact Information. ICANN shall notify the Manager of any changes to ICANN's contact information no later than seven days after the change becomes effective.

4 ccTLD Manager Obligations

4.1 Provision of Nameservice for the Delegated ccTLD. The Manager shall cause the authoritative nameservers for the Delegated ccTLD to be operated and maintained in a stable and secure manner, adequate to resolve names within the Delegated ccTLD for users throughout the Internet.

4.2 ICANN Access to Zone Files and Registration Data for the Delegated ccTLD. The Manager shall ensure that the zone file and accurate and up-to-date registration data for the Delegated ccTLD is continuously available to ICANN for purposes of verifying and ensuring the operational stability of the Delegated ccTLD only.

4.3 Accuracy and Completeness of Contact Information. The Manager shall notify ICANN of any change to the contact information about the Delegated ccTLD in the Authoritative-Root Database no later than seven days after the change becomes effective. The administrative contact for the Delegated ccTLD must reside in the territory of the Delegated ccTLD during the entire period he or she is designated as such. The format of the notice shall comply with requirements established from time to time by ICANN. The initial format requirements are specified in Attachment C. Changes to the format requirements may be made by ICANN upon thirty days written notice to the Sponsoring Organization.

4.4 Information on Delegated ccTLD Registration. The Manager agrees to maintain a website which includes details of itself, its procedures, rules and other such information required to register domain names.

4.5 Financial Contribution to ICANN. Throughout the term of this MoU, the ccTLD Manager shall contribute to ICANN's cost of operation in accordance with an equitable scale, based on ICANN's total funding requirements (including reserves), developed by ICANN on the basis of consensus. At ICANN's request, the Manager shall provide ICANN with the information reasonably necessary to calculate the amount of the Manager's contribution (e.g., the number of registered names in the ccTLD) in time for periodic calculation of that amount.

5 Development of and Compliance With Global Policies

5.1 Conformity with ICANN Policies. The specifications and policies set forth in ICP-1 (located at <http://www.icann.org/icp/icp-1.htm>) and in Attachment D shall apply to the operation of the Delegated ccTLD beginning at the commencement of the term of this MoU. During the term of this MoU, the Manager will also comply with any policies established through the ICANN policy-development process described in Section 5.2 that by their terms apply to the Delegated ccTLD.

5.2 Procedure of Establishment. During the term of this MoU, new or revised specifications and policies applicable to the Delegated ccTLD may be established through the ICANN process according to procedures that comply with ICANN's bylaws and articles of incorporation. The Manager hereby reaffirms its support for the ICANN process as the appropriate framework for consensus-based formulation of policies for the global coordination of the DNS, and pledges to participate in and support that process during the term of this MoU.

5.3 Time Allowed for Compliance. The Manager shall be afforded a reasonable period of time (not to exceed four months unless the nature of the specification or policy under Section 5.2 reasonably requires, as agreed to by ICANN and the Manager, a longer period) after receiving notice of the establishment of a new or revised specification or policy under Section 5.2 in which to comply with that specification or policy, taking into account any urgency involved.

6 Miscellaneous

6.1 Termination of the MoU. This MoU may be terminated by either party without cause and at any time upon notice to the other party. The notice will be ninety days; however in urgent situations it may be less, provided it is at least thirty days. Upon termination, all obligations under this MoU shall cease.

6.2 Remedies. The sole remedy for any breach of this MoU shall be termination of this MoU under Section 6.1. In no event shall any liability arise for breach or termination of this MoU.

6.3 Choice of Law. Issues of law arising in connection with the interpretation of this MoU shall be resolved by the rules of law considered to be most appropriately applied in all the circumstances; provided that Sections 6.1 and 6.2 shall in all events be fully enforced under the law applied; and provided further that the validity, interpretation, and effect of acts of the Manager shall be judged according to the laws of the Republic of Moldova and the validity, interpretation, and effect of acts of ICANN shall be judged according to the laws of the State of California, USA.

6.4 Notices. Notices to be given under this MoU shall be given in writing at the address of the appropriate party as set forth below, unless that party has given a notice of change of address in writing. Any notice required by this MoU shall be deemed to have been properly given when delivered in person, when sent by electronic facsimile, or when scheduled for delivery by internationally recognized courier service.

If to ICANN, addressed to:

Internet Corporation for Assigned Names and Numbers
4676 Admiralty Way, Suite 330
Marina Del Rey, California 90292
Telephone: +1/310/823-9358
Facsimile: +1/310/823-8649
Designee: Vice-President

If to MoldData S.E., addressed to:

Pavel Chirev
MoldData S.E.
Armeneasca str. 37/1
Chisinau
Republic of Moldova 2012

With a copy to:

Allan H. Cohen
Nixon Peabody LLP
990 Stewart Avenue
Garden City, New York 11530

6.5 Dates and Times. All dates and times relevant to this MoU or its performance shall be computed based on the date and time observed in Los Angeles, California, USA.

6.6 Entire Understanding. This MoU and any exhibits hereto constitute the entire understanding of the parties hereto pertaining to the subject matter hereof and supersedes all prior agreements, understandings, negotiations and discussions, whether oral or written, of the parties.

6.7 Review and Modification of MoU. ICANN and ccTLD Manager will periodically review the results and consequences of their cooperation under this MoU. When appropriate, the signatories will consider the need for improvements in the MoU or entry of a durably binding agreement and make suitable proposals for modifying and updating the Parties' arrangements. Any modification to the MoU must be executed by authorized agents of both parties.

6.8 Amendments and Waivers. No amendment, supplement, or modification of this MoU or any provision hereof shall be binding unless executed in writing by all parties. No waiver of any provision of this MoU shall be binding unless evidenced by a writing signed by the party waiving compliance with such provision. No waiver of any of the provisions of this MoU shall be deemed or shall constitute a waiver of any other provision hereof, nor shall any such waiver constitute a continuing waiver unless otherwise expressly provided.

IN WITNESS WHEREOF, the parties hereto have caused this MoU to be executed in duplicate by their duly authorized representatives.

INTERNET CORPORATION FOR ASSIGNED NAMES AND NUMBERS

By: Paul D Twomey
Paul Twomey
President and CEO

MOLDDATA S.E.

By: PCh 02.12.03
Pavel Chirev
Chief Manager
ccTLD MD Administrator



Attachments

Attachment A Administrative and Technical Contacts and Nameservers at Commencement of Agreement

Attachment B Format and Technical Requirements for Requests to Change TLD Nameservers in the Root Zone

Attachment C Format Requirements for Contact Information About the Sponsoring Organization, Administrative Contact, and Technical Contact

Attachment D Specifications and Policies at Commencement of Agreement