

## **MEMORANDUM OF UNDERSTANDING**

by and between

**The Internet Corporation for Assigned Names and Numbers (“ICANN”)**

and

**The National Arbitration Forum (“NAF”)**

1. Whereas:
  - a. ICANN has developed a program for the introduction of new generic top-level domains (“gTLDs”) into the domain name system (the “New gTLD Program”);
  - b. the general procedures for the New gTLD Program are set out in the gTLD Applicant Guidebook, as it may be amended from time to time, the most recent version of which was published by ICANN on 4 June 2012 (“Guidebook”);
  - c. Section 2a of Specification 7 of the new gTLD form registry agreement requires each registry operator of a new gTLD to comply with and implement decisions made under the Registry Restrictions Dispute Resolution Procedure (“RRDRP”), as it may be amended from time to time; and
  - d. the NAF desires to act as a provider of RRDRP services.
2. Now therefore, ICANN and the NAF agree as follows:
  - a. ICANN hereby designates the NAF as, and the NAF agrees to act as, a provider of RRDRP services.
  - b. In connection with the provision of RRDRP services, the NAF shall:
    - i) implement the RRDRP services in accordance with the RRDRP as found in the Guidebook, and as may be amended from time to time, as well as any RRDRP rules (“Rules”) developed, and as may be amended from time to time, to help guide the RRDRP service providers and proceedings;
    - ii) develop and maintain provider-specific supplemental rules and procedures, including a fee schedule, necessary to facilitate the RRDRP; provided that such supplemental rules and procedures may not contravene or be inconsistent with the RRDRP or RRDRP Rules;
    - iii) select each member of an Expert Panel and Appeal Panel and ensure that each member of an Expert Panel and each member of an Appeal Panel is properly

qualified, including by ensuring that each such person has the necessary skills and understanding as they relate to the Internet;

- iv) ensure that all RRDRP Determinations are publicly posted and searchable;
  - v) establish and maintain a conflicts of interest policy and procedure designed to identify and prevent conflicts of interest among members of an Expert Panel and members of an Appeal Panel and complainants and respondents in RRDRP proceedings;
  - vi) establish and maintain a payment account system that allows parties to a RRDRP proceeding to make payments in multiple currencies;
  - vii) establish and maintain procedures and processes for efficient communications with parties to a RRDRP proceeding and relevant registries and registrars;
  - viii) provide RRDRP services on a reasonable and cost effective basis; and
  - ix) provide ICANN with any information or data it may reasonably request.
- c. ICANN and the NAF shall communicate regularly with each other and seek to optimize the RRDRP services provided by the NAF.
- d. In the event that, in ICANN's view, the NAF fails to comply with the terms of this Memorandum of Understanding, the RRDRP or the RRDRP Rules, ICANN may terminate the NAF's status as an RRDRP service provider with 30 days written notice; ICANN may terminate the NAF's status as an RRDRP service provider for any other reason with 60 days written notice.
- e. In the event NAF chooses to no longer provide RRDRP services, NAF may terminate this MoU by providing ICANN with 180 days written notice.

<b>Internet Corporation for Assigned Names and Numbers</b>	<b>National Arbitration Forum</b>
_____ Name:	_____ Name:
_____ Title:	_____ Title:
_____ Date:	_____ Date: