

## **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 Trademark Post-Delegation Dispute Resolution Procedure (“PDDRP”), as it may be amended from time to time; and
  - d. the NAF desires to act as a provider of PDDRP 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 PDDRP services.
  - b. In connection with the provision of PDDRP services, the NAF shall:
    - i) implement the PDDRP services in accordance with the PDDRP as found in the Guidebook, and as may be amended from time to time, as well as any PDDRP rules (“Rules”) developed, and as may be amended from time to time, to help guide the PDDRP service providers and proceedings;
    - ii) develop and maintain provider-specific supplemental rules and procedures, including a fee schedule, necessary to facilitate the PDDRP; provided that such supplemental rules and procedures may not contravene or be inconsistent with the PDDRP or PDDRP 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 an understanding of global intellectual property issues as they relate to the Internet;

- iv) ensure that all PDDRP 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 Expert Panel Members and members of an Appeal Panel and complainants and respondents in PDDRP proceedings;
  - vi) establish and maintain a payment account system that allows parties to a PDDRP proceeding to make payments in multiple currencies;
  - vii) establish and maintain procedures and processes for efficient communications with parties to a PDDRP proceeding and relevant registries and registrars;
  - viii) provide PDDRP 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 PDDRP 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 PDDRP or the PDDRP Rules, ICANN may terminate the NAF's status as a PDDRP service provider with 30 days written notice; ICANN may terminate the NAF's status as a PDDRP service provider for any other reason with 60 days written notice.
- e. In the event the NAF chooses to no longer provide PDDRP services, the 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: