



Internet Corporation for Assigned Names and Numbers

9 January 2006

Chris Disspain
Chair
ccNSO

via email: ceo@auda.org.au

Dear Chris

I would like to thank the ccNSO Accountability Framework Working Group for their efforts in developing a minimum set of criteria for an accountability framework between a ccTLD manager and ICANN which resulted in the ccNSO adopting a set of guidelines for ccTLD managers to consider when discussing an accountability framework with ICANN. The guidelines are very well considered and provide an excellent basis for not only ccTLD managers, but also for ICANN to move forward on this issue.

As a result of a number of discussions with ccTLD managers, like yourself, and other interested parties in Vancouver, ICANN has developed two options which ccTLD managers can select from to formalize their existing relationship with ICANN. The availability of two options recognizes the diverse management and operational structures of ccTLDs and the unrealistic notion that one template could be adapted to suit everyone.

The first option is an Accountability Framework document which has been developed to largely reflect the key elements identified in the ccNSO's guidelines. This document contains not only clauses stating the obligations of a ccTLD manager and ICANN, but also covers dispute resolution and termination. It is designed to cater to those ccTLD managers who require, for various reasons, a more 'formal' document with ICANN.

The second option is an exchange of letters, which also reflects elements of the ccNSO's guidelines, but to a lesser degree. This option is designed for those who would be more comfortable with simple statements of commitment.

Copies of these documents are attached for the information of ccNSO members. The templates have been developed as starting points for further discussion with ccTLD managers and it should be noted that there is flexibility to tailor either option to suit the specific requirements of individual ccTLD operators.

ccNSO members interested in discussing an accountability framework with ICANN should contact Donna Austin in the first instance on +61 410 541 418 or donna.austin@icann.org

I congratulate the ccNSO for their work on this very challenging issue and look forward to formalising our existing relationship with many ccTLD managers as a result.

Regards

A handwritten signature in black ink, appearing to read "Paul Twomey", written in a cursive style.

Dr Paul Twomey
President & CEO

ACCOUNTABILITY FRAMEWORK

This Accountability Framework ("AF") is between:

[ccTLD], an organisation incorporated under the laws of the [country], with its registered seat in [location], 'ccTLD',

And

THE INTERNET CORPORATION FOR ASSIGNED NAMES AND NUMBERS, hereinafter referred to as 'ICANN',

jointly to be referred to as: 'parties' and individually to be referred to as: 'party'.

A. Recitals

1. The parties want to demonstrate their commitment to further enhancing the stability, security and interoperability of the Internet's Domain Name System (DNS) from a global perspective and for the benefit of the local and global Internet community in an evolutionary manner on the basis of a peer relationship.
2. The [.] Top Level Domain and has been delegated to [ccTLD] in [year] and [ccTLD] is [legal status in country] and executes its operation in [country].
3. [ccTLD] functions regarding the stability and interoperability of the DNS are to:
 1. Maintain and keep maintained name servers for the [.] domain;
 2. Generate updates to .[] zone data when changes occur and propagate those changes to all public authoritative name servers for the .[] domain; and
 3. Ensure continued and stable domain name system interoperability with the global Internet.
4. ICANN is responsible for providing technical-coordination functions for the management of the system of unique identifiers of the global Internet, including the DNS. Among ICANN's responsibilities is to oversee operation of the Internet's Authoritative Root Server System. As part of ICANN's responsibilities ICANN enters and maintains data in the Authoritative Root database and generates updates of the root zone file.
5. ICANN:
 - a) Coordinates the allocation and assignment of the three sets of unique identifiers for the Internet, which are:
 1. domain names (forming a system referred to as "DNS");
 2. Internet protocol ("IP") addresses and autonomous system ("AS") numbers; and
 3. Protocol port and parameter numbers.
 - b) Coordinates the operation and evolution of the DNS root name server system.
 - c) Coordinates policy development reasonably and appropriately related to these technical functions.

B. Mutual Recognition

1. **Recognition of [ccTLD].** ICANN recognizes [ccTLD] as the manager and sponsoring organization of the [.] Top Level Domain, and the entity responsible for maintaining the [.] Top Level Domain, as a stable and interoperable part of the global domain naming system for the Internet in a manner that is consistent with [country] national law and public policy and naming policy.

2. **Recognition of ICANN.** The ccTLD Manager 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.

C. Commitments

1. Commitments of ICANN.

ICANN shall use its best endeavours to:

- a) **Authoritative-Root Database** maintain a stable, secure, and authoritative publicly available database of relevant information about [.___], the Delegated country code Top Level Domain, in accordance with ICANN publicly available policies and procedures. At the start of this AF, the Authoritative Root Database shall contain information for the public authoritative name servers for [.___], contact information for [.___], the designated administrative contact(s), and the designated technical contact(s) as notified to ICANN;
- b) **Update of Name Server Information** implement on notification by the [ccTLD] a change to the domain name or IP address(es) of the name servers for [.___] as recorded in the Authoritative-Root Data for [.___] 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 ICANN's publicly available policies and procedures;
- c) **Publication of Root-zone Whois Information** publish data maintained in the Authoritative Root Database about [.___] which shall include at least the names of [ccTLD] 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) **Operation of Authoritative Root Server System** coordinate the Authoritative Root Server System so that it is operated and maintained in a stable and secure manner; and cause the Authoritative Root Server System to publish DNS resource records delegating the Top Level Domain [.___] 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 [.___].
- e) **Maintenance of Authoritative Records and Audit Trail** maintain authoritative records and an audit trail regarding changes to [.___] delegations and records related to those delegations and shall inform [ccTLD] of the status of a requested change related to [.___] in accordance with the policies, procedures and format as made publicly available by ICANN; and
- f) **Notification of Contact Changes** notify [ccTLD] of any changes to ICANN's contact information no later than seven days after the change becomes effective.

2. Commitments of [ccTLD].

[ccTLD] shall use its best endeavours to:

- a) **Provision of zone data for [.___]** generate regular updates of the [.___] 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) **Provision of Name Service for [.]** operate and maintain, the authoritative name servers for [.] in a stable and secure manner, adequate to resolve names within the [.] domain by users throughout the Internet and 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.
- c) Applicable relevant standards are standards-track or best current practice RFCs sponsored by the Internet Engineering Task Force.
- d) **Accuracy and Completeness of Information** notify ICANN, through ICANN's designated point of contact of:
 - 1. any change of the contact information of its administrative or technical contact(s), and
 - 2. any change to the administrative and /or technical contact details about [.] in the Authoritative-Root Database no later than seven days after the change becomes effective. The administrative contact for [.] must be directly associated with [ccTLD] and must reside in the territory of [country] during the entire period he or she is designated as such.
- 3. **Financial Contribution to ICANN.** [ccTLD] shall contribute to ICANN's cost of operations in the amount of [] per annum. It is acknowledged by both parties that the ccTLD community and ICANN are working together to obtain a formula to determine permanent and satisfactory contribution to ICANN. If there is no agreement on a permanent solution for ccTLD contributions to ICANN the parties agree to review in good faith on the first anniversary of the date of AF, the contribution to ICANN set out above with a view to agreeing continued contributions by the cc [TLD] on an annual basis to ICANN's cost of operations. The review of the parties will take into account all relevant circumstances.

D. Dispute Resolution

- 1. All disputes and claimed breach(s) of this AF that cannot be settled between the parties or cured after thirty (30) days written notice to the defaulting party shall be referred by either party to the International Chamber of Commerce [ICC] to be finally settled under the Rules of Arbitration of the International Chamber of Commerce (ICC) by three arbitrators.
- 2. The arbitration shall be conducted in English and shall occur at a location agreed by the parties or, in the absence of agreement, in [].
- 3. There shall be three arbitrators: each party choosing one arbitrator, with the third chosen by the parties' arbitrators from the ICC list of arbitrators. If the arbitrators cannot agree on the third, that third shall be chosen according to the ICC rules. The parties shall bear the costs of the arbitration in equal shares, subject to the right of the arbitrators to reallocate the costs in their award as provided in the ICC rules. The parties shall bear their own attorneys' fees in connection with the arbitration, and the arbitrators may not reallocate the attorneys' fees in conjunction with their award.
- 4. Issues of law arising in connection with the interpretation of this AF shall be resolved by the rules of law considered by the arbitrators to be most appropriately applied in all the circumstances; provided that the validity, interpretation, and effect of acts of [ccTLD] and its legal status at the start of the dispute shall be judged according to the laws of [country] and the validity, interpretation, and effect of acts of ICANN and its legal status shall be judged according to the laws of the State of California.

E. Termination. This AF may only be terminated in the following circumstances;

1. there has been a determination by arbitration under Section D that a party is in violation of the AF and that party continues to behave in the same manner for a period stated in the arbitration decision, or if no period is stated, twenty-one days;
2. either party will not or is unable to perform its duties under the AF and has given written notice to such effect;
3. a party comes under legal restraint or receivership;
4. by mutual consent of the parties; or
5. by either party in the event that a re-delegation takes place, provided that in any re-delegation discussions the existence of this AF shall be taken into account.

F. Effects of Termination. All obligations under this AF shall cease, ICANN and [ccTLD] are still obligated to perform their duties in accordance with this AF to the extent this is within their powers and can be reasonably expected under the circumstances in order to maintain the stability and interoperability of the DNS.

G. No Liability. No breach of an obligation contained in this AF or performance or non-performance under this AF shall give rise to any monetary liability by one party to another.

H. Transfer or Assignment. No party may transfer, assign or sub-contract this AF or any of its obligations under this AF without the prior written consent of the other party.

I. Entire AF. This AF contains the entire agreement of the parties in relation to the subject matter contained within it. No variation of this AF shall be binding unless it is in writing and signed by both parties.

Done at on

[Signatures]

[Letterhead of ccTLD]

[date]

**Internet Corporation for Assigned Names and Numbers
(ICANN)
Suite 330, 4676 Admiralty Way
Marina Del Rey, California 90292 USA**

Dear Dr Twomey,

This letter sets out our understanding of what we have agreed to do in order to demonstrate our commitment to securing and enhancing the stability and interoperability of the Internet's Domain Name System (DNS) for our mutual benefit and for the benefit of the local and global internet community.

To this end we make the following commitments to you.

We shall use our best endeavours to:

- a) generate regular updates of the [.] 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) operate and maintain, the authoritative name servers for [.] in a stable and secure manner, adequate to resolve names within the [.] domain by users throughout the Internet and 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.
- c) Applicable relevant standards are standards-track or best current practice RFCs sponsored by the Internet Engineering Task Force.
- d) notify ICANN, through ICANN's designated point of contact of:
 1. any change of the contact information of its administrative or technical contact(s), and
 2. any change to the administrative and /or technical contact details about [.] in the Authoritative-Root Database no later than seven days after the change becomes effective. The administrative contact for [.] must be directly associated with [ccTLD] and must reside in the territory of [country] during the entire period he or she is designated as such.

We shall contribute to your cost of operations in the amount of [] per annum. We acknowledge that the ccTLD community and you are working together to obtain a formula to determine permanent and satisfactory contribution to you. If there is no agreement on a permanent solution for ccTLD contributions to you we agree to review in good faith on the first anniversary of the date of this letter, our contribution to you set out above with a view to agreeing continued contributions by us on an annual basis to your cost of

operations. We understand that this review will take into account all relevant circumstances.

We agree that we may terminate our commitment to you by giving you notice in writing and if we do, we agree that our obligations to you under this letter shall cease. However we acknowledge that we are to continue to perform our duties to the extent it is within our powers and can be reasonably expected under the circumstances in order to maintain the stability and interoperability of the DNS.

We agree 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.

We look forward to a long and mutually beneficial relationship with you.

Yours sincerely

[Chief Executive Officer]
[Name of organization]

[On letterhead of ICANN]

[date]

**[name of ccTLD/]
[address of ccTLD]**

Dear [],

This letter sets out our understanding of what we have agreed to do in order to demonstrate our commitment to securing and enhancing the stability and interoperability of the Internet's Domain Name System (DNS) for our mutual benefit and for the benefit of the local and global internet community.

To this end we make the following commitments to you.

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- e) maintain a stable, secure, and authoritative publicly available database of relevant information about [.___], the Delegated country code Top Level Domain, in accordance with ICANN publicly available policies and procedures. The Authoritative Root Database shall contain information for the public authoritative name servers for [.___], contact information for [.___], the designated administrative contact(s), and the designated technical contact(s) as notified to ICANN;
- f) implement on notification by the [ccTLD] a change to the domain name or IP address(es) of the name servers for [.___] as recorded in the Authoritative-Root Data for [.___] 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;
- g) publish data maintained in the Authoritative Root Database about [.___] which shall include at least the names of [ccTLD] 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;
- h) coordinate the Authoritative Root Server System so that it is operated and maintained in a stable and secure manner; and cause the Authoritative Root Server System to publish DNS resource records delegating the Top Level Domain [.___] 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 [.___].
- i) maintain authoritative records and an audit trail regarding changes to [.___] delegations and records related to those delegations and shall inform [ccTLD] of the status of a requested change related to [.___] in accordance with the policies, procedures and format as made publicly available by us; and
- j) notify [ccTLD] of any changes to our contact information no later than seven days after the change becomes effective.

We agree that we may terminate our commitment to you by giving you notice in writing and if we do, we agree that our obligations to you under this letter shall cease. However we acknowledge that we are to continue to perform our duties to the extent it is within our powers and can be reasonably expected under the circumstances in order to maintain the stability and interoperability of the DNS.

We agree 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.

We look forward to a long and mutually beneficial relationship with you.

Yours sincerely

Dr Paul Twomey
President and Chief Executive Officer
Internet Corporation for Assigned Names and Numbers