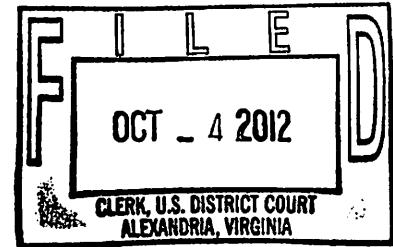


**Graham Schreiber.**  
**5303 Spruce Ave, Burlington, Ontario, Canada. L7L-1N4.**  
**1.905.637.9554.**

Eric P. Enson (Acting on behalf of ICANN.)  
JONES DAY  
555 South Flower Street, 50th Floor,  
Los Angeles, CA 90071.

September 29th, 2012.

cc United States Federal Court, Eastern District of Virginia.  
Att: Glenda Walker.  
Albert V. Bryan U.S. Courthouse  
401 Courthouse Square  
Alexandria, VA 22314.



**SUBJECT: Civil Action No. 1:12-CV-00852.**  
**2ND ~ Rebuttal to ICANN.**

Hi Eric:

I'm in receipt of your 2nd package! Which DOES NOT include observations regarding all the previous communications, sent via UPS as submitted to the official file, held with Glenda Walker.

Per your 2nd letter: Here is a forum where ICANN chose Washington, DC to be the location of arbitration talks! Please consider this as "evidence" that ICANN has willfully employed Arbitration services, outside it's expressed general 'venue'.

This municipality, as chosen by ICANN, is within the same area covered by the United States Federal District Court, Eastern District, Virginia.

*INTERNATIONAL CENTRE FOR DISPUTE RESOLUTION ICDR Case No. 50 117 T 00224 08  
In the Matter of an Independent Review Process: ICM REGISTRY, LLC,  
Claimant,  
v.  
INTERNET CORPORATION FOR ASSIGNED NAMES AND NUMBERS ("ICANN"),  
Respondent*

*8. The international arbitration provider appointed by ICANN is the International Centre for Dispute Resolution ("ICDR") of the American Arbitration Association. It appointed the members of the instant Independent Review Panel in September 2008. Thereafter exchanges of written pleadings and extensive exhibits took place, followed by five days of oral hearings in Washington, D.C. September 21-25, 2009.*

Let me address the points where your ~ again ~ ignoring the primary justification for ICANN's being named in this law suit.

ICANN's willful failure to execute the rules created, for the protection of Registered Domain Name Holders, from other Registered Domain Name Holders.

Rules so blindly overlooked, that years after CentralNic gloated about the improper use of Domain Names, while pursuing the ".com" contract currently held by VeriSign, that ICANN in it's infinite wisdom, allowed them "accreditation".

ICANN having granted accreditation to CentralNic, gives them free passage to further 'dignify' their DOMAIN NAME as being something of a "legal" entity, as a ccNSO, listed in IANA, which it is not.

You'll see here enclosed an email between one of ICANN's IP Lawyers and another party (*notable ICANN person*) dated 2005 that CentralNic was KNOWN and nothing was done to terminate their activities.

## **Graham Schreiber.**

**5303 Spruce Ave, Burlington, Ontario, Canada. L7L-1N4.**

**1.905.637.9554.**

In fact, it's absurd to think, that just because "infringement" / "contributory infringement, is happening at the 3rd-Level, that's somehow "beyond the grasp of ICANN".

At the seed, the core & epicentre, it's a DOMAIN NAME and ICANN have done nothing to exercise the rules issued for Domain Name Holders.

In fact, they have done something! They've ACCOMMODATED ... CONTRIBUTORY INFRINGEMENT and losely profited, as questioned in my Network Solutions renewal notice, to renew my 3rd-Level Domain, which I already own & have "rights" too, as a Trading Name.

ICANN ... IS NOT part of "ACAP" ... In my original submission, I expressly wrote "accommodating" related to "ACAP" because, I was asserting their failure to exercise rules.

Fortuitously, the email I've had printed for some time now, has gone from ... something there, but don't know, to crystal clear, as one of the "cogs" in ICANN's peculiar wheel.

ICANN's "minimum contacts" are not "minimum" ... they are the Registry for ".com" being VeriSign; and ICANN's predecessor, "The Registry" and my Registrar ~ Network Solutions. ICANN's "Franchisees" committed omissions, of which ICANN was well informed, under / with / in or around, the RAA.

ICANN's having an RAA issued to VeriSign & Network Solutions, is similar to a Master Franchise agreement, in the context that a Master Franchise, issues very specific rules of conduct, to a Franchisee.

The relationship to Lorraine Dunabine, is directly related to ICANN through their own "weave" of channels / rules, that have been ignored. Every wheel has a hub; and Lorraine, CentralNic, Network Solutions, VeriSign, ICANN, eNom; and I, are all like spokes, from the hub.

III Plaintiff ...

- > By owning a "Registered" name of a business, within a ".com" grants that ... I'm a "party".
- > ICANN publish these agreements, at ICANN.org and they are PUBLIC.

The 3rd-Level Domain was purchased from Washington State, this is true! However, the UK.com domain name was purchased from Network Solutions, under VeriSign, under ICANN.

In the contract as produced by ICANN is reads ... <http://www.icann.org/en/resources/registrars/raa/ra-agreement-21may09-en.htm>

*3.7.7.3 Any Registered Name Holder that intends to license use of a domain name to a third party is nonetheless the Registered Name Holder of record and is responsible for providing its own full contact information and for providing and updating accurate technical and administrative contact information adequate to facilitate timely resolution of any problems that arise in connection with the Registered Name. A Registered Name Holder licensing use of a Registered Name according to this provision shall accept liability for harm caused by wrongful use of the Registered Name, unless it promptly discloses the current contact information provided by the licensee and the identity of the licensee to a party providing the Registered Name Holder reasonable evidence of actionable harm.*

IV. Failure to state a claim! <> Done, and on multiple occasions. In fact, here within this letter, the correspondence will show and connect ICANN more definitively as "accommodating" because the GNSO rules were worked on, edited; and made to further accommodate the Defendant 2 ~ CentralNic.

V. Conclusion.

This is a Federal Court, addressing issues of a Federal Nature, and ICANN have been granted life by the Federal Government (*contract signed in Washington, DC.*) With the internet & cyberspace, it would appear that ICANN and their peers, have created extensive detours to resolutions, outside Federal Court, by / with their UDRP.

**Graham Schreiber.**

**5303 Spruce Ave, Burlington, Ontario, Canada. L7L-1N4.**

**1.905.637.9554.**

However, it's here at VaED, that all the parties, have a central "hub".

Should the Court allow ICANN to isolate themselves from their contracted parties, Network Solutions & VeriSign, who are within the scope of the Virginia's Eastern District Court, then I'll deal CentralNic and their 'licencee' Lorraine Dunabine, in Virginia, because, CentralNic is beholden to 3.7.7.3 & 3.7.7.9 as a client of Network Solutions.

Following that, I shall vigorously pursue ICANN in Los Angeles, immediately thereafter.

This said; I'm very confident that the Court will see, with 20/20 clarity, that I've dissected the "weave" and explained the various parts, as something like elements in a Periodic Table, and how they entwine, to become the "weave".

I'll look forward to meeting on October 19th, in Court.

Sincerely,

Graham Schreiber.

From: Graham Schreiber <graham\_schreiber@landcruise.com>  
Subject: ICANN's "Venue" based on signing location ...  
Date: 22 September, 2012 12:05:20 AM EDT  
To: "Eric P. Enson" <epenson@jonesday.com>



Hi Eric: CC to be mailed to Glenda.

During my conversation with Eric; I was informed that the VeriSign & Network Solutions contracts were signed at Los Angeles, California, creating a superior "venue" and that somehow this supersedes the fact they're both established businesses, conducting commerce from the Eastern District of Virginia.

It's known ... as fact ... that drawing either VeriSign or Network Solutions into Court, requires action in the Eastern District of Virginia, Alexandria!

I'd like to point out, in the spirit of "venue" based on Eric's chat & perception, Defendant 5's "venue" is subject too Washington, DC, even though ICANN is domiciled in California.

Because, it's in Washington, DC, that ICANN ... as the Junior or Contracted organization, was vested life, at the pleasure of the U.S. Department of Commerce, the Senior Party.

Therefore, the inclusion of ICANN is no longer a problem! ICANN's "Venue" based on Eric's stated interpretation, **contract signing location**, is Washington, DC.

I've attached two links, one from the Federal Government; and the other from ICANN, both of which publish the signing "venue" as Washington, DC.

> <http://www.ntia.doc.gov/page/1998/memorandum-understanding-between-us-department-commerce-and-internet-corporation-assigned->

> <http://www.icann.org/en/about/agreements/mou-ipa/icann-mou-25nov98-en.htm>

Joe Sims  
Counsel to ICANN  
Jones, Day, Reavis & Pogue  
1450 G Street N.W.  
Washington, D.C. 20005-2088

J. Beckwith Burr  
Associate Administrator, NTIA  
U.S. Department of Commerce  
Washington, D.C. 20230

Cheers,

Graham Schreiber.

Landcruise Ltd. > [www.landcruise.com](http://www.landcruise.com)

Vancouver: 1.604.227.1610  
Calgary: 1.587.333.4620  
Edmonton: 1.780.666.1580  
Toronto: 1.416.803.4678  
Halifax: 1.902.800.1740

From: Graham Schreiber <graham\_schreiber@landcruise.com>  
Subject: GNSO Email Archives: [registrars]  
Date: 27 September, 2012 7:47:35 PM EDT  
To: "Eric P. Enson" <epenson@jonesday.com>



**Owner**

**John Berryhill, LLC**

new gtlds industry

2005 - Present (7 years)

John has 1 recommendation (1 co-worker) including:

Carl O., Owner, Oppedahl Patent Law Firm LLC

**Registrar Constituency Representative**

**ICANN**

new gtlds industry

2005 - Present (7 years)

ICANN/GNSO GNSO Email List Archives

[registrars]

<<< Chronological Index >>> <<< Thread Index >>>

**RE: [registrars] Status report on single letter domain names**

- To: "Bruce Tonkin" <Bruce.Tonkin@xxxxxxxxxxxxxxxxxxxx>, <registrars@xxxxxxxxxxxxxxxx>
- Subject: RE: [registrars] Status report on single letter domain names
- From: "John Berryhill" <john@xxxxxxxxxxxxxxxxxxxx>
- Date: Tue, 20 Sep 2005 22:02:16 -0400
- In-reply-to: <57AD40AED823A7439D25CD09604BFB5401CF2E45@balus.mit>
- Sender: owner-registrars@xxxxxxxxxxxxxxxx
- Thread-Index: AcW94OAdyQWCCkdPTNKEWQMjCdrDQQAIV3EwAAWwMhA=

>Once there is a policy position with respect to new gtlds going forward,  
>we can then consider the implications of that for existing gtlds, and  
>whether some special allocation method is required.

Of course, the new gtlds have restrictions which would have interesting implications if applied retroactively.

AFAIK, the new gtlds were required to reserve any pre-existing TLD from registration - e.g. com.info is reserved. The reasoning was a reaction to such outfits as Centralnic, which sells 3LDs in <country-code>.com domains (e.g. <name>.uk.com). At one point in time, an un-named trademark attorney with apparently good connections had gotten his or her knickers twisted over whether the UDRP did, or did not, apply to Centralnic's 3LD registrations.

References here:

<http://www.whois.sc/news/2002-12/udrp-wipo.html>

<http://www.biglist.com/lists/lists.inta.org/tmtopics/archives/0212/msg00024.html>

So, in order to prevent registration of "confusingly similar" 3LD's beyond the grasp of ICANN policies, those in a position of more power than understanding of how the DNS actually works, managed to slip the "no other TLD-like things as a 2LD in a new TLD" rule into all new registry contracts.

The upshot is "info.com good, com.info bad. Museum.com good, com.museum bad. Etc."

The point, if you haven't gotten it by now, is that if you start applying new TLD policies retroactively to existing TLD's, then dimes will get you donuts that the evil genius responsible for this nonsense will rise from his or her grave in the IPC and once again stalk the .com zone along with an army of INTA zombies.

Of course, anyone interested in TLD charters should have a look at tpc.int, and should also review the plotline of the James Coburn movie "The President's Analyst". Tpc.int is the only international organization on the planet whose technical contact is a fictional character from a movie. By all means, let's have more rules to ignore.

- References:
  - RE: [registrars] Status report on single letter domain names
    - From: Bruce Tonkin

From: Graham Schreiber <graham\_schreiber@landcruise.com>  
 Subject: "UDRP Doesn't apply to .EU.COM domains" says WIPO panel - Domain News I  
 Whois Source  
 Date: 27 September, 2012 7:39:44 PM EDT  
 To: "Eric P. Enson" <epenson@jonesday.com>



# Whois Source

## Historic Domain News Articles

Between July 2002 and November 2004, Whois.sc (Whois Source) published a series of news articles about the domain industry. These articles have been resurrected for your enjoyment.

	Domain News Archive											
	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
2002	0	0	0	0	0	0	1	0	3	14	9	27
2003	13	10	13	10	12	7	4	1	14	9	1	5
2004	12	17	3	1	3	1	0	0	0	0	1	0

## "UDRP Doesn't apply to .EU.COM domains" says WIPO panel

December 9th, 2002  
 By Demys News Service

A WIPO panelist has dismissed a complaint under the Uniform Domain Name Dispute Resolution Policy (UDRP) after it was decided that the Policy did not apply to .eu.com domains.

The dispute concerned the domain [aventis.eu.com](http://aventis.eu.com) and was instigated by the French pharmaceutical company of the same name against the UK-based registrant of the domain. While at first the dispute appeared to be a straightforward procedure it soon ran into difficulties when it transpired that the UDRP didn't in fact apply to the domain.

The domain was registered through London-based CentralNic, who - according to their web site - offer a "wide range of alternative domain names" including [\[example\].us.com](http://[example].us.com), [\[example\].uk.com](http://[example].uk.com) and [\[example\].eu.com](http://[example].eu.com). CentralNic owns the domain [eu.com](http://eu.com) through domain name registrars Verisign and simply sells names in the third level space - adding the registrant's choice of name. This is similar to the widespread practice of creating third level names for internal corporate purposes used by the likes of IBM - [uk.ibm.com](http://uk.ibm.com) and [za.ibm.com](http://za.ibm.com) being two examples.

There is, of course, nothing wrong with reselling third level domains in this manner. However, global dispute procedures such as the UDRP will apply only to the main domain, i.e. <http://www.eu.com> and not to any sub-domains, which will be governed on a contractual basis between CentralNic and their clients. While CentralNic could incorporate the UDRP into their contract they had failed to do so here. Strangely, CentralNic had attempted to bring the policy into the contract by stating:

CentralNic may at its sole option, cancel the registration or suspend registration of the domain name if following the ICANN Uniform Domain Name Dispute Resolution Policy, the name has been judged to infringe the trademark or other intellectual property of the complainant.

Unfortunately for the complainant, the panelist held that this statement was not an effective incorporation of the UDRP and therefore ruled that in this case he did not have jurisdiction:

In view of those considerations the Panel must - regrettably and reluctantly - come to the conclusion that it has not been established that the Policy applies to the domain name at issue and that, consequently, it has not been established that the Panel is competent to consider the case. The Panel therefore has no choice but to dismiss the Complaint.

According to the small print, CentralNic's "terms and conditions are exclusively governed by English law and by applying to register or renew the domain name you and CentralNic submit to the exclusive jurisdiction of the English courts." Therefore, Aventis will have to challenge the registrant via the English courts rather than through the cheaper and quicker UDRP arbitration process.

### Domain & IP Address Information

Whois.sc provides WHOIS information for Domains and IP Addresses. Use the search box below to find out information on any website.

Whois.sc is powered by the WHOIS services at DomainTools.com.

Graham Schreiber.

Landcruise Ltd. > [www.landcruise.com](http://www.landcruise.com)

Vancouver: 1.604.227.1610  
 Calgary: 1.587.333.4620  
 Edmonton: 1.780.686.1580  
 Toronto: 1.416.803.4678  
 Halifax: 1.902.800.1740

From: Graham Schreiber <graham\_schreiber@landcruise.com>  
 Subject: Re: (INTA-list) UDRP not applicable to eu.com domain name  
 Date: 27 September, 2012 7:37:42 PM EDT  
 To: "Eric P. Enson" <epenson@jonesday.com>



<prev [Thread] next> <prev [Date] next>  
 Month Index | List Home

**Re: (INTA-list) UDRP not applicable to eu.com domain name**

Subject: Re: (INTA-list) UDRP not applicable to eu.com domain name  
 From: "Diane Cabell" <dcabell@xxxxxxxxxxxxxxxx>  
 Date: Mon, 2 Dec 2002 12:07:44 -0500

> > ...http://arbitrator.wipo.int/domains/decisions/html/2002/d2002-0895.html  
 > > The domain name at issue is aventis.eu.com. It's a ".com" so the UDRP  
 >> should apply, no? Of course, the "registered" domain name is "eu.com" and >> the third level name, "aventis", is irrelevant under the UDRP, but that's not  
 >> what the Panel said here (at least I don't think so). How can Central Nic "opt >> out" of the UDRP?  
 > How interesting. The decision is apparently based on the Panelist's reading of > the CentralNic domain registration agreement as it appears at  
 > <http://www.centralnic.com/terms.php>. That agreement does not appear to  
 > require the domain holder to abide by the UDRP. That agreement also fails to > meet the requirements imposed by Sec. 3.7.7 of ICANN's Registrar Agreement  
 > <http://www.icann.org/registrars/ra-agreement-17may01.htm#3>, which  
 > is presumably binding on CentralNic however, it may be that a different version > is generated when a person actually processes the domain registration. If the > latter, and this Panelist  
 has accessed an outdated and inapplicable copy, then > one wonders about the advisability of Panelists doing their own research.

Even more interesting.  
 CentralNic isn't listed as an authorized ICANN registrar on the ICANN's website. CentralNic is simply the holder of the second-level domain "eu.com" and is selling third-level registrations privately. See CentralNic's Domain FAQs at <http://www.centralnic.com/page.php?cid=41> which states:

Q - "Are you recognised by ICANN as an official registry?  
 A - ICANN only deals with registries working directly under gTLD and ccTLD's - ie registrations at the second level. CentralNic is working towards setting up a Private Registries Working Group that will attain full ICANN recognition."

As the holder of the eu.com domain, CentralNic is bound by the UDRP, but apparently isn't passing that obligation on to its customers. In the action below, it responded as if it were the registrar of record, rather than the domain holder. Shouldn't this action have been brought against CentralNic itself, not the third-level domain holder?

Is anyone aware of any procedures for resolution of third-level domain registration complaints? Should the 2LD holder be threatened with loss of the valuable 2LD because of an abusive 3LD registration?

Diane Cabell  
 Associate Director  
 Berkman Center For Internet & Society  
 Harvard Law School

- Current Thread**
- (INTA-list) UDRP not applicable to eu.com domain name
    - Gene Bolmarcich - Wed, 27 Nov 2002 10:59:12 -0600
    - Diane Cabell - Mon, 2 Dec 2002 11:23:15 -0500
    - IPLab - Mon, 2 Dec 2002 22:48:47 -0000
    - <Possible follow-ups>
    - Diane Cabell - Mon, 2 Dec 2002 12:07:44 -0500 <<
      - Eric C. Grimm - Tue, 3 Dec 2002 19:16:20 -0500
    - John Berryhill Ph.D. J.D. - Mon, 2 Dec 2002 13:52:28 -0500
      - Eric C. Grimm - Tue, 3 Dec 2002 13:48:04 -0500
      - Martin Schwimmer - Wed, 4 Dec 2002 17:42:02 -0500

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Re: (INTA-list) UDRP not applicable, IPLab	Thread	RE: (INTA-list) UDRP not applicable, Eric C. Grimm
Re: (INTA-list) UDRP not applicable, Diane Cabell	Date	Re: (INTA-list) UDRP not applicable, John Berryhill Ph.D.
	Month	

Graham Schreiber.  
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 Calgary: 1.587.333.4620  
 Edmonton: 1.780.666.1580  
 Toronto: 1.416.803.4678  
 Halifax: 1.902.800.1740



From: Graham Schreiber <graham\_schreiber@landcruise.com>  
 Subject: Fwd: Deactivation Notice  
 Date: 26 September, 2012 10:42:46 AM EDT  
 To: "Eric P. Enson" <epenson@jonesday.com>, Nicholas Belzer  
 <Nicholas.Belzer@networksolutions.com>

Hi Eric & Nicolas

Your "Franchisee" can "ransom" me once, to protect my branded & COMMON LAW / STATES LAW protected company name, but that's it!

I'm not buying!

Please take notice, that for those whom Network Solutions has PROFITED FROM in the past, there is no statement below expressing to consumers the inherent dangers of 3rd Level Domain names!

Further to this; because Network Solutions reports it's sales to ICANN, who in turn derive an income from it's "Franchisee's" ICANN is profiting from "Contributory Infringement".

Cheers, Graham

Landcruise Ltd. > [www.landcruise.com](http://www.landcruise.com)

Vancouver: 1.604.227.1610  
 Calgary: 1.587.333.4620  
 Edmonton: 1.780.666.1580  
 Toronto: 1.416.803.4678  
 Halifax: 1.902.800.1740

Begin forwarded message:

From: "Network Solutions" <NetworkSolutionsRenewals@info1.networksolutions.com>  
 Subject: Deactivation Notice  
 Date: 26 September, 2012 10:07:08 AM EDT  
 To: graham\_schreiber@landcruise.com  
 Reply-To: "Network Solutions" <NetworkSolutionsRenewals.ADWX19.624377@info1.networksolutions.com>

Having trouble viewing the email? [Click Here](#) to View Online.

Gold VIP Deactivation Notice

Don't let these products get away.

Continue your services with network solutions today...

This is your official notification from Network Solutions® that the product(s) listed in the PENDING DEACTIVATION section will be DEACTIVATED & REMOVED if not renewed by their expiration date(s). As a valued Gold VIP member we want to ensure there is no interruption in your service, so please renew today.

Previous notifications have been sent to both the Primary and Billing Contacts (if the contacts are different).

**Product Notice Summary**  
as of 09/25/2012

Pending Deactivation **4**  
 Pending Expiration 14  
 Other Active Products 15  
 Account # 30692319

Pending Deactivation		
Product	Associated Product Name	Expire Date
nsWebAddress (Domain)	<a href="http://LANDCRUISE.CN.COM">LANDCRUISE.CN.COM</a>	Oct. 05, 2012
nsWebAddress (Domain)	<a href="http://LANDCRUISE.DE.COM">LANDCRUISE.DE.COM</a>	Oct. 05, 2012
nsWebAddress (Domain)	<a href="http://LANDCRUISE.JPN.COM">LANDCRUISE.JPN.COM</a>	Oct. 05, 2012
nsWebAddress (Domain)	<a href="http://LANDCRUISE.ZA.COM">LANDCRUISE.ZA.COM</a>	Oct. 05, 2012

Renew Above Products

**24/7** Person  
 Dedicated GOLD VIP Customer Support is available to help, call us.  
 Within the U.S.: 1.866.791.9411 • International: 1.570.708.8720 • Fax: 1.571.434.4644  
 Email: [goldvip@networksolutions.com](mailto:goldvip@networksolutions.com)

\* Products set up for monthly or annual auto-renewal are NOT included in this report.

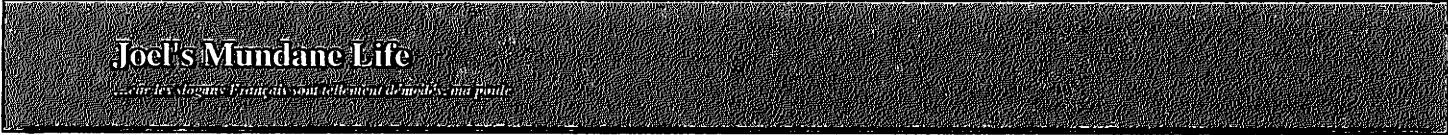
FAILURE TO RENEW COUNTRY-SPECIFIC DOMAIN NAMES BEFORE THE DATES LISTED BELOW WILL RESULT IN A 14 DAY INTERRUPTION IN SERVICE BEFORE YOUR SERVICES EXPIRE, AFTER WHICH YOU MAY LOSE YOUR DOMAIN NAME FOREVER. Network Solutions, LLC waives all liability in the loss of domain name registrations due to failure to renew services. The following domain names must be renewed no later than:

26 DAYS PRIOR to the expiration date: .am, .be, .de, .eu, .co.uk, .me.uk, and .org.uk.

57 DAYS PRIOR to the expiration date: .at, .ch, .cz, .es, .com.es, .nom.es, .org.es, .li, .mx, .com.mx, .co.nz, .net.nz, .org.nz, .pl, and .ru country-specific extensions.



From: Graham <graham@landcruise.com>  
Subject: GNR Proposes uk.name and other ccSLDs | Joel's Mundane Life  
Date: 21 September, 2012 2:17:06 PM EDT  
To: "Eric P. Enson" <eperson@jonesday.com>, jenny@centralnic.com



## GNR Proposes uk.name and other ccSLDs

Posted on October 5, 2006

I've just received an email from Nominet regarding Global Name Registry's proposal to create country-specific second-level domains which would be almost identical to CentralNic domains such as UK.com, etc.

Nominet themselves are preparing a response which has to be submitted *at most* 15 days from the date of the proposal – that's 17th October 2006. In the event that ICANN reasonably determines during the 15 calendar day preliminary determination period that a proposed registry service might raise significant security and stability issues, ICANN will refer the proposal to the Registry Services Technical Evaluation Panel.

Thing is, if it's determined after the initial 15 days that it will raise a problem it'll cause a reputation problem (if nothing else) for the other ccSLDs out there.

Either way, it will lead to "official" confirmation whether ccSLDs are a good or bad idea – up until now ICANN and IETF have sat on the fence on the issue of gTLD-spawned ccSLDs.

A list of current proposals is available here and in PDF format here.

Like 0

This entry was posted in **Domains** by **Joel**. Bookmark the **permalink** [<http://blog.joel.co.uk/2006/10/gnr-ukname/>].

0 THOUGHTS ON "GNR PROPOSES UK NAME AND OTHER CCSLDS"

Graham Schreiber  
on September 21, 2012 at 6:57 pm said.  
*Your comment is awaiting moderation*

Hi Joel:

One might think that if ICANN ain't yet ... got off the fence ... they're about to be pushed off, by The United States Federal District Court!

"Either way, it will lead to "official" confirmation whether ccSLDs are a good or bad idea – up until now ICANN and IETF have sat on the fence on the issue of gTLD-spawned ccSLDs."

Cheers, Graham.

From: Graham <graham@landcruise.com>  
 Subject: Minutes of the DNSO Registrar Constituency Meeting: <- Berlin Meeting Details 25-27 May 1999  
 Date: 28 September, 2012 12:25:07 PM EDT  
 To: "Eric P. Enson" <epenson@jonesday.com>

Hi Eric:

- Point 1) Notice members of this meeting are Chuck Gomes of NetSol = currently VeriSign and Paul Stahuna eNom and your firm.
- Point 2) In red & bold the salient word "right". CentralNic were never granted this "right" and to this date, bear no "right" write records to the registry database, per ccNSO / IANA Root, for their subdomains.

## Draft Minutes of the Berlin Meeting: DNSO ⇄ Registrar Constituency

Prepared by: Michael D. Palage, Interim Secretariat

Refer comments and/or corrections to [mpalage@ipwarehouse.com](mailto:mpalage@ipwarehouse.com)

- The first meeting of the DNSO Registrar Constituency group was convened at approximately 9 A.M. local Berlin time at the Hotel Adelon. The following people were in attendance and signed the roll call sheet:

<b>Chuck Gomes NSI</b>	<a href="mailto:chuckg@netsol.com">chuckg@netsol.com</a>
David Johnson	Witmer, Cutler & Pickering <a href="mailto:djohnson@witmer.com">djohnson@witmer.com</a>
Michael D. Palage	InfoNetworks <a href="mailto:mpalage@ipwarehouse.com">mpalage@ipwarehouse.com</a>
Eric Eden	Verio <a href="mailto:eeden@verio.net">eeden@verio.net</a>
<b>Paul Stahuna eNom</b>	<a href="mailto:stahuna@enom.com">stahuna@enom.com</a>
John Kane	CSC <a href="mailto:j.kane@csinfo.com">j.kane@csinfo.com</a>
Richard Lindsay	InterQ <a href="mailto:richard@interq.ca">richard@interq.ca</a>
Bob Connolly	Procurement Services <a href="mailto:bconnolly@psj-lsagan.com">bconnolly@psj-lsagan.com</a>
Jordi Hemsjess	
Lauren Gavstar	Register.com <a href="mailto:lgavstar@register.com">lgavstar@register.com</a>
José Michel Becar	ETSI <a href="mailto:becar@etsi.fr">becar@etsi.fr</a>
Amadeu Abril i Abell	Mozimilla <a href="mailto:amadeu@nomnaha.com">amadeu@nomnaha.com</a>
<b>Louis Touton Jones Day/ICANN</b>	<a href="mailto:ltouton@jonesday.com">ltouton@jonesday.com</a>
Gregoire Senodcauze	France Telecom
Ken Stubbs	CORE <a href="mailto:kstubbs@corenic.org">kstubbs@corenic.org</a>
Hal Lubben	Domain Bank <a href="mailto:hlubben@domainbank.com">hlubben@domainbank.com</a>
Ivan Pope	NetNames <a href="mailto:ivan@netnames.com">ivan@netnames.com</a>

- The first issue that the group discussed was the "proper" definition of a registrar. There was a heated discussion over the dangers of an extremely narrow or broad definition. After great debate the group as a majority adopted the following working definition:

**A registrar is an entity that acts as a (technical and operational) interface between domain name holders ("registrants") and a TLD registry; pursuant to a right to write records to the registry database providing registration services for the public as a business enterprise. Registrars directly submit to the registry zone file information and other data for each of their customers in a given TLD.**

- After adopting this definition, the group then turned its attention to the membership requirements. Amadeu suggested the following four (4) classes that the group discussed individually. Listed below are the proposed classifications and the decision of the group.

(1) Accredited Registrars and those entities intended to be accredited by ICANN as Registrars.

The group decided that initial membership in the Registrar Constituency would be broken down into two distinct time frames. The first time frame being that period of time preceding 90 days after conclusion of the testbed stage. The second time frame being the 90 day post testbed period conclusion.

For membership during the testbed and 90 day post testbed period membership would be limited to the following three classes:

- a. Those entities accredited as Registrars by ICANN (i.e. those currently participating in the testbed stage)
- b. Those entities intended to be accredited by ICANN; and
- c. Network Solutions

For membership following the 90 post testbed period, membership would be initially be exclusively limited to ICANN accredited registrars.

NSI and their counsel David Johnson, voiced their collective concerns that this definition on its face would exclude NSI from participating in the 90 post testbed stage since it was not their intention to sign the current registrar agreement with ICANN.

This was in response to a statement from Louis Touton, representative counsel for ICANN, that NSI would be required to be bound by the same requirements that all other ICANN registrars. At the beginning of the meeting representatives from NSI made the collective statement that NSI had two divisions ☉ a registry and registrar. However, it was unclear from the discussions the basis of NSI's objection to sign an agreement and if this objection was raised on behalf of both NSI divisions.

After several comments from the group that the topic of conversation had gotten off track, the discussion was turned to the remaining.

### (2) Representative Associations

After a brief discussion the group as a majority agreed that allowing a representative association an independent membership, without first seeking independent ICANN accreditation, would violate the one registrar one vote rule. However, the group did agree in principal that nothing would preclude a member of association (i.e. CORE) from seeking independent ICANN approval and therefore gaining their own independent membership and voting privileges.

### (3) ccTLD Registrars

The primary discussion involving this class centered on non-ICANN accredited ccTLD registrars. After much heated debate, the group decide to defer for further consideration how to handle membership for ccTLD registrar. It was unanimously agreed upon that this group has potentially valuable insight into .

However, there was a concern voiced by Kern [AAA: Ken] Stubbs and agreed upon by several other participants that there was a fundamental problem that need to be addressed. Specifically, allowing a registrar to participate in the formation of policy making decisions that they themselves would not be bound by. Ken Stubbs offers the poignant example of him travelling north to Canada and trying to lobby, propose and enact legislation for the Canadian people with the returning to the confines of the United States of America. The group expressed a genuine interest in adopting guidelines to allow for the inclusion of ccTLDs registrars, however, time did not permit for this resolution of this matter. It was therefore decided that a special committee would be commissioned to look into this matter in a prudently expeditious matter.

The adoption of this definition was not without opposition. In addition to NSI, protests a representative from South Africa (get name and organization) voiced his concern that this initial determination effectively preclude him and similarly situated ccTLDs registrars from initially participating in this Constituency group. He then voiced his opinion that his own recourse was to petition ICANN for the recognition of a new Constituency Group since he did not feel that the ccTLD group could adequately protect his interest.

### (4) Rescaler and Others

The group as a whole welcomed non-voting participation from anyone or any group that could offer valuable contributions to the efforts of this constituency group. The group agreed to adopt and implement an open and transparent process for running this group.

- Following this discussion, I "graciously" accepted position as Interim Secretariat
- With regard to the Interim Names Council representative terms, it was agreed to by all that the interim time served would not be credited against the two year terms.
- The final act of business was to set the time frame the nomination of Interim Names Council representative (June 5-12) and elections (June 13-19)



# Domain Name Services

## IDN Conversion Tool

This conversion tool will convert an International Domain Name (IDN) or nameserver from any one of the following formats to the others:

- [Native Characters](#)
- [Punycode](#)

To convert an IDN or nameserver from native characters to the Punycode version that is stored in the Verisign Whois database:

1. Type the domain name or nameserver name that you would like to check in the input field.
2. Click on "convert" and the results page will show the Punycode encoding for that domain.
3. On the results page, select domain or nameserver and click on "Query" to search the Verisign Whois.

**Input:**

**Type:**  [Native Characters](#)  [Punycode](#)

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## Internet Corporation for Assigned Names and Numbers

NEWS & PRESS (/EN/NEWS) › ANNOUNCEMENTS (/EN/NEWS/ANNOUNCEMENTS)

### Advisory Concerning VeriSign Global Registry Services' ".com/.net Promotion"

12 December 2001

The .com and .net Registry Agreements between ICANN (Internet Corporation for Assigned Names and Numbers) and VeriSign, Inc. contain provisions establishing the maximum price that the registry may charge to ICANN-accredited registrars for registering domain names in that registry. The Registry Agreements also contain the initial form of registry-registrar agreement (including the price charged to registrars), and provide procedure under which VeriSign Global Registry Services (VGRS) can seek to change that price.

The Registry Agreements provided that VGRS would initially charge the maximum permitted price, \$6, for each name registered. The procedures for VGRS to change the price require that (a) 30 days notice be given to ICANN (Internet Corporation for Assigned Names and Numbers) and all accredited registrars, (b) a uniform price be charged to all registrars, and (c) the price cannot exceed the maximum price provided in the Registry Agreement. Registry operators other than VGRS may extend uniform volume discounts, but VGRS agreed not to do so without ICANN (Internet Corporation for Assigned Names and Numbers)'s authorization. This provision was the result of concerns raised by some unaffiliated registrars that VGRS could unfairly advantage its affiliate registrar, NSI (Network Solutions Inc.) Registrar, by offering volume discounts that only NSI (Network Solutions Inc.) Registrar could qualify for. Therefore, these agreements prevent VGRS from offering even non-discriminatory volume discounts without prior approval by ICANN (Internet Corporation for Assigned Names and Numbers).

In addition, the Registry Agreements require notice to and approval by ICANN (Internet Corporation for Assigned Names and Numbers) before VGRS introduces new terms into its provision of registration services to registrars.

On October 17, 2001, VGRS introduced a new promotional/marketing initiative that sought to encourage additional efforts by ICANN-accredited registrars to market name registrations in .com and .net. This program sought to create incentives for registrars to increase their marketing efforts of .com and .net names by offering placement fees on a per-name basis under a graduated scale. Various additional requirements were also introduced for sales by registrars through the program. The method used to calibrate the amount of placement fees was to compare the number of names registered during the promotion period by a particular registrar with the number of names registered by that same registrar during a previous baseline period. The higher the percentage increase in names registered in the promotion period compared to the baseline period, the higher the placement fee. Thus, if the increase was 100% or greater, VGRS would rebate the registrar a fee of \$1.50 per name. The program was open to all ICANN-accredited registrars, and was scheduled to operate from 1