

Court File No. 03-CV-24621

Ontario
SUPERIOR COURT OF JUSTICE

BETWEEN:

POOL.com INC.

Plaintiff

- and -

INTERNET CORPORATION FOR ASSIGNED NAMES AND NUMBERS

Defendant
(Moving Party)

AFFIDAVIT OF ROBERT CHRISTOPHER HALL

(sworn September 17, 2003)

I, ROBERT CHRISTOPHER HALL, of the Town of Manotick, in the Province of Ontario, MAKE OATH AND SAY AS FOLLOWS:

1. I am the sole director of the Plaintiff, Pool.com Inc. ("Pool.com") and as such, I have knowledge of the matters hereinafter deposed, except where stated to be based on information and belief, in which case, I verily believe such information to be true.
2. I have been an active participant in the development, governance, and commercialisation of the global Internet since around 1994.
3. I have reviewed the Affidavit of Daniel E. Halloran, sworn September 5, 2003, and am swearing this Affidavit in support of a response to the Defendant's (ICANN's) motion for an Order staying or dismissing the action on jurisdictional grounds.

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A. Background –Current System for the Deletion of Domain Names and the Proposed WLS

4. The Internet's domain name system ("DNS") is the universal system for the identification of individual computers on the global Internet through domain name addresses, which in turn, are linked to numerical addresses, called IP addresses. The top-level of a domain name is signified by the suffix following the last "dot" in a domain name. The second level domain name ("domain name"), which permits the identification of an individual computer on the Internet, includes the unique, alpha-numeric string that precedes the top-level domain. The most prevalent top-level domains in the DNS are the generic top-level domains (e.g. dot-com, dot-net, dot-org, dot-biz, dot-net) and the country-code top-level domains (e.g. dot-ca).

5. A domain name registration grants to the holder of the registration (the "Registrant") an exclusive right to use the domain name for a fixed duration of between one and ten years. The Registrant does not own the domain name, but rather, has a contractual right to control and use the domain name for the duration of a registration.

6. Any individual or company wishing to register a particular domain name in a generic top-level domain must do so through one of a number of competing Registrars, who provide "registration services". Only ICANN-accredited Registrars have the necessary, ICANN-granted status to deal directly with the operator of the relevant Registry, which is operated by a Registry Operator. For example, ICANN's delegate to operate the dot-com and dot-net top-level domain Registries is VeriSign, Inc. ("VeriSign").

7. There are currently over 24 million dot-com and some three million dot-net domain names registered. Not all domain names are created equal and some domain names are clearly more commercially valuable than others. For example, English word names, three-letter domains, and domain names that have generated significant amounts of traffic in the past are

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generally more valuable than random strings of letters or numbers. Approximately 10 per cent of all registered domain names have significant commercial value and there are very few new names of commercial value left to be registered. As a result, there is intense competition to register the small proportion of commercially valuable domain names if and when the registrations are deleted from the relevant Registry.

8. Although the Registrant of a domain name may renew a registration an indefinite number of times, a domain name registration expires or lapses when it is not renewed by the Registrant. When this happens, a process is triggered, which culminates in the domain name being "deleted" from the Registry by the Registry Operator.

9. In the dot-com, dot-net, dot-org, and dot-biz Registries, the instant that the domain name is deleted, it becomes available for registration. Since domain names in these Registries are allocated on a first-come, first-served basis, the person on whose behalf a Registrar makes the first request to the Registry Operator to register the deleted domain name will be allocated the domain name.

10. In the dot-com and dot-net Registries, approximately 20,000 domain names a day are deleted and become available for registration. Of this number, there is competition to obtain roughly 10 per cent, or 2000 deleted domain names. Because of the intense competition for a certain number of the unique domain names deleted on a daily basis, these domain names are re-registered almost as soon as they are deleted.

11. A customer wishing to register a deleted domain name can choose from many different service providers, including Registrars, domain name resellers, and back-order service providers ("BOSPs"), like Pool.com, to obtain deleted domain names.

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12. BOSPs provide services to obtain deleted domain names as quickly as possible after they are deleted. BOSPs specialise in providing a service that allows access to the Registry in the moments after a domain deletion has occurred. The back-order services provided by BOSPs are provided to customers at a retail level, where BOSPs serve as brokers between customers who wish to register for deleted domain names and Registrars, who are the only parties with the legal status to register domain names with the relevant Registry Operator.

13. On August 23, 2003, ICANN authorised its General Counsel to begin negotiating the terms on which Verisign would be authorised to provide an additional registry service, named the "Wait Listing Service" ("WLS") in the dot-com and dot-net Registries. A copy of the Preliminary Report of the ICANN Board of Directors' meeting held on August 23, 2003 is attached as Exhibit "A" to this Affidavit.

14. While the proposed WLS is functionally equivalent to and a direct alternative to the back-order services currently provided by BOSPs, WLS differs in fundamentally important ways from other back-order services:

- (a) WLS itself is a wholesale service that will only be offered by VeriSign to ICANN-accredited Registrars. The service will be offered by VeriSign, but will be operated, under contract, by SnapNames, which is currently a competitor of Pool.com to provide domain name back-order services;
- (b) Under the WLS, end-users will buy subscriptions for a given dot-com or dot-net domain name through their Registrars;

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- (c) A WLS subscription will guarantee that if and when the current registration lapses and is deleted from the Registry by VeriSign, the holder of the subscription may register for the domain name in question;
- (d) The WLS will operate on a first-come, first-served basis; only one WLS subscription may be purchased per domain name; and
- (e) Upon implementation of the WLS, a domain name that is about to be deleted from VeriSign's list of registered domain names will be checked to determine if a WLS subscription has been purchased for the domain name prior to being deleted from the Registry. If a WLS subscription has been purchased, the domain name will be registered to the WLS subscription holder, without ever being deleted and made available for registration to competing Registrars.

15. Therefore, with ICANN's active and direct participation, VeriSign will be afforded preferential access to deleted domain names, in priority to entities like Pool.com. Implementation of the WLS, will in one fell swoop, completely undermine Pool.com's offering of back-order services.

B. The Ontario Action

16. The claims as issued are framed in tort and seek damages and injunctive relief for ICANN's intentional interference with the business and commercial prospects of Pool.com. The action is based on ICANN's active participation in approving the implementation of the proposed WLS for dot-com and dot-net domain names.

17. At the heart of the claims contained in Pool.com's Statement of Claim are ICANN's deliberate actions in relation to its approval of the WLS, its knowledge and duties with

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respect to Pool.com, as well as the foreseeable effects that the implementation of WLS will have on the business currently operated by Pool.com in Ontario.

18. The nature of the claims and the plaintiff in the Ontario action are distinct from those in the California action referred to in the Affidavit of Mr. Halloran, which, on its face, is an action alleging breach of contract brought by ICANN-accredited Registrars. Pool.com is not a Registrar and has not entered into any contracts with ICANN that are material to the issues in dispute in this action.

C. Substantial Connection between POOL.COM and this Jurisdiction

19. I am the sole director and one of several beneficial owners of Pool.com, all of whom are Canadians resident in Ontario.

20. Pool.com is a corporation incorporated pursuant to the Ontario *Business Corporations Act*. Pool.com was incorporated in May 2003 to provide a highly specialised service known in the jargon of the industry as a "back-order service." However, Pool.com was engaged in beta testing and other preparations to offer back-order services well in advance of this date.

21. Pool.com currently offers back-order services in relation to dot-com, dot-net, dot-org, and dot-biz domain names. However, over 98 per cent of its business flows from the provision of back-order services in relation to the dot-com and dot-net Registries.

22. Pool.com's principal place of business is located in the City of Ottawa and the bulk of its personnel work out of this office. As the directing mind of Pool.com, I live and work in Ottawa.

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23. Pool.com conducts its business primarily through its website at pool.com. This website is operated from web servers physically located in Ottawa. Pool.com has additional electronic mail servers and other servers located in Ottawa necessary for the conduct of its business.

24. Pool.com enters into contracts with customers for the provision of back-order services, which include the parties' express submission to the personal and subject matter jurisdiction of the courts of the Province of Ontario. A copy of a model customer contract is attached as Exhibit "B" to this Affidavit.

25. Furthermore, in order to gain access to the Registry, which it cannot do directly, Pool.com has entered into a number of agreements with accredited Registrars to make the necessary registration requests for the names ordered by Pool.com customers. As of the date of this Affidavit, Pool.com has, to this end, entered into relationships with over 23 Registrars, many of whom are Canadian and based in Ontario. These Registrars use back-end communications software provided by Pool.com to access servers operated by Pool.com, which assists Registrars to be the first to make a request to the Registry for a deleted domain name.

D. Globally Representative Nature of ICANN and Its Substantial Connection to this Jurisdiction

26. Prior to 1998, the global DNS was administered directly by the U.S. Department of Commerce. After extensive consultation with members of the global Internet community, including the Canadian government, Internet industry, and user groups, in 1998, technical administration of the global DNS was privatised. ICANN has been the administrator of the global Internet DNS since that time.

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27. The federal government of Canada was actively involved in the creation of ICANN and has both formally and informally recognised ICANN's authority to administer the global DNS. The Canadian government was a charter member and continues to be a member of the Government Advisory Committee of ICANN (GAC), which is one of the most significant committees of the ICANN. The GAC's headquarters are located in Brussels, Belgium. The current President and Chief Executive Officer of the ICANN Board of Directors is Dr. Paul Twomey, who was formerly the Chair of the GAC.

28. In addition, the federal government, ICANN, and the Canadian Internet Registration Authority ("CIRA"), which has its headquarters in Ottawa, Ontario, have entered into agreements that formally recognise each party's respective authority in relation to the administration of the dot-ca country-code top-level domain. Attached as Exhibit "C" to this Affidavit is a copy of the agreements effecting CIRA's appointment as the administrator of the dot-ca domain, including Industry Canada's letter to ICANN, dated October 10, 2000, requesting that ICANN effect the necessary changes to the Internet's "A" root server to accomplish this re-delegation.

29. ICANN, in terms of its structure, operations, and mandate, is a truly global organisation. As stated in an ICANN press release dated September 17, 2003, the Memorandum of Understanding between the U.S. Department of Commerce and ICANN, which has recently been renewed until September 30, 2006, "highlights ICANN's responsibility to ensure the stability of the Internet and foster its globalization. Toward those ends, ICANN will: implement an objective process for selecting new Top Level Domains; implement an effective strategy for multi-lingual communications and international outreach; and develop a contingency plan, consistent with the international nature of the internet, to ensure continuity of operations in the

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event of a severe disruption of operations." A copy of the ICANN press release dated September 17, 2003 is attached as Exhibit "D" to this Affidavit.

30. International interests, including Canadian interests, are both directly and indirectly represented on the GAC, as well as on ICANN's Board of Directors and its various Supporting Organisations, Advisory Committees, and the Committees and Task Forces of the Board of Directors, through the participation of the international Registrar, Registry, intellectual property owner, and user communities.

31. Furthermore, it is my understanding that ICANN conducts business in Ontario, in Canada, and throughout the world, in the following ways:

- (a) ICANN actively solicits and offers a Registrar-accreditation service in return for annual fees through its www.icann.org website in countries around the world. ICANN, in fact, has accredited a good number of Canadian Registrars, of which, as stated in the Affidavit of Mr. Halloran, at least five are located in Ontario;
- (b) ICANN derives significant revenues from the sale of registrations through Ontario-based Registrars. It is my understanding that approximately 12 per cent of total, world-wide, generic top-level domain registrations are registered through Ontario-based Registrars. Furthermore, it is my understanding that CIRA also pays fees to fund ICANN;
- (c) ICANN promotes the sale of domain name registrations through its accredited Registrars on its www.internic.net website, which is hyperlinked to the www.icann.org website. ICANN also promotes new top-level domains, such as the .biz, .info and .name domains on its websites;

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- (d) ICANN has, over the past few years, regularly conducted business in Ontario related to the dot-ca country-code top-level domain operated by CIRA and has entered into agreements with CIRA with respect to the conduct of ICANN business in Canada;
- (e) ICANN's staff and members of its Board of Directors regularly travel to locations throughout the world to conduct business. A schedule of all ICANN Board Meetings as posted on ICANN's Internet website is attached as Exhibit "E" to this Affidavit. The most recent meeting of ICANN's board of directors and associated Supporting Organisations took place in Montréal, Québec in the month of June, 2003;
- (f) ICANN and the World Intellectual Property Organisation have, in the past, held hearings on the Uniform Dispute Resolution Process (UDRP) in Toronto, Ontario; and
- (g) It is my understanding that ICANN has employees and consultants resident in many different parts of the globe. For example, Dr. Twomey, the President and Chief Executive Officer of ICANN, lives and works in Australia. Andrew McLaughlin, a policy consultant to ICANN, lives and works in New York City. Barbara Rossman, another consultant to the ICANN, lives and works from Hawaii. Glen de Saint Gery of the Generic Names Supporting Organization Secretariat of ICANN lives and works in France. Finally, there may well be other ICANN staff who live and work in locations other than Marina Del Rey, California.

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32. ICANN business is conducted primarily through meetings of its Board of Directors, which is representative of global interests, including Canadian interests, in the Internet. Over the past five years, two Canadians resident in Ontario have served as members of ICANN's Board of Directors.

E. Bulk of Evidence is Located in Ontario

1. Details of the WLS

33. The WLS' basic premise and business model as currently proposed are fairly well known, and as finally negotiated, will be fully publicised when approved by ICANN. The basic premise of the WLS is not currently and will not, at any eventual trial, be the subject of significant dispute.

2. ICANN's Actions in Relation to the WLS

34. ICANN's actions in relation to the implementation of the WLS have resulted from the decisions of the Board. Documentary evidence relating to these Board decisions and other steps taken through the ICANN's various committees and task forces is publicly and readily available. Attached as Exhibit "F" to this Affidavit is a description of 37 of the relevant documents relating to ICANN's actions to date in relation to the WLS that were accessible from ICANN's website as of the date of this Affidavit.

35. Evidence relating to ICANN's knowledge of the foreseeable and likely effects of the implementation of WLS on Pool.com would be within the knowledge of one or two representatives of ICANN. In this regard, two resident Ontarians served on ICANN's Board of Directors throughout the time frame relevant to this action.

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3. Pool.com's Back Order Services

36. Documentary and *viva voce* evidence relating to the planning and implementation of the back-order service provided by Pool.com is located in Ontario. As stated above, Pool.com identifies and enters into contracts for back-order services with customers for specific domain names. Also, as stated above, Pool.com has entered into 23 separate agreements with an equal number of accredited Registrars to make the necessary registration requests for the names ordered by Pool.com customers. Witnesses who may speak to these and other operational aspects of Pool.com's provision of back-order services, and the current, market-driven system and level playing field to obtain deleted domain names, are located in Ontario.

4. Effect of the Proposed WLS on Pool.com's Business

37. With the negotiation, approval and implementation of VeriSign's proposed WLS by ICANN, the current level playing field for deleted domain names will be destroyed and will result in the inability of Pool.com and the other competitors to participate in the market for back-order services. Not only will harm result to Pool.com and end-users in Ontario, Pool.com's customers throughout the world will suffer harm from the monopolistic effects of the implementation of WLS.

38. Much of the documentary and *viva voce* evidence necessary to resolve the issues in the trial of this action relates to the damages suffered by Pool.com in Ontario as a result of the actions of ICANN.

39. Documentary and *viva voce* evidence with respect to the effects of the WLS, as proposed or implemented, on Pool.com's business, may be obtained through sources located in Ontario.

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40. Documentary and *viva voce* evidence with respect to the effect of the implementation of WLS on the decisions of end-users to subscribe, or not, to the services provided by Pool.com, is available anywhere where Pool.com has customers, and may be obtained in Ontario. In this regard, certain Registrars, and in particular Network Solutions, Inc., which is an affiliate of VeriSign, has already begun to accept "pre-orders" for "Next Registration Rights", which is Network Solutions' re-sold version of WLS. A copy of an e-mail dating back to the beginning of September 2003, which was received by a recipient in Ontario, is attached as Exhibit "G" to this Affidavit.

F. There is No Clearly More Convenient Forum to Try the Action

41. Based in part on the foregoing, the balance of convenience favours the hearing of the action in the Ontario courts because

- (a) ICANN is a truly global organisation, in terms of its structure, operations, and mandate, and it regularly conducts business in Ontario and throughout the world;
- (b) Pool.com carries on business in Ontario and the location where the effects of ICANN's actions and where it will sustain damages as a result of ICANN's actions, is Ontario; and
- (c) The location where the majority of and key witnesses reside is Ontario and the bulk of the evidence relating to the effects of ICANN's actions and the damages sustained by Pool.com will come from Ontario.

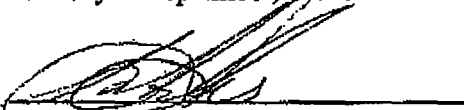
42. Furthermore, the resolution of the issues in dispute between Pool.com and ICANN is not governed by any contract.

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43. The pleading in the proceedings currently before the California courts that is attached to the Affidavit of Mr. Halloran reveals, on its face, that that action does not involve the same parties (save the Defendant, ICANN). The legal issues to be resolved in the California action are governed by a contract between the parties. In contrast, it is my understanding that the Ontario action is predicated on the law of tort.

44. I make this Affidavit in support of Pool.com's response to ICANN's motion to stay the action on jurisdictional grounds.

SWORN BEFORE ME at the City of
Ottawa in the Province of Ontario, this
17th day of September, 2003.



Commissioner for Taking Affidavits *etc.*



ROBERT CHRISTOPHER HALL

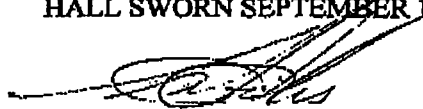
MARILYN JEAN HOILES, a
Commissioner, *etc.*, City of Ottawa,
for Osler, Hoskin & Harcourt LLP,
Barristers & Solicitors.
Expires November 18, 2005.

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TO:DMPV Toronto

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THIS IS EXHIBIT "A" REFERRED TO IN THE
AFFIDAVIT OF ROBERT CHRISTOPHER
HALL SWORN SEPTEMBER 17, 2003



A Commissioner for Taking Affidavits



Special Meeting of the Board
23 August 2002
(Posted 23 August 2002)

The ICANN Board of Directors held a meeting by teleconference on 23 August 2002. Directors Vint Cerf (chairman), Amadeu Abril i Abril, Karl Auerbach, Robert Blokzijl, Ivan Moura Campos, Lyman Chapin (joined meeting while in progress and departed before end), Jonathan Cohen (joined meeting while in progress), Masanobu Katoh, Hans Kraaijenbrink, Sang-Hyon Kyong, Stuart Lynn, Andy Mueller-Maguhn, Jun Murai (joined meeting while in progress), Alejandro Pisanty (joined meeting while in progress), Nii Quaynor, and Linda S. Wilson participated. The Board adopted the following resolutions:

Approval of Minutes

Resolved [02.96] that the minutes of the meeting of the Board held on 13 June 2002 are hereby approved and adopted by the Board as presented.

(The Board approved the above resolution by a 11-0-1 vote, with Mr. Abril i Abril abstaining.)

New TLD Evaluation Process Planning Task Force

Whereas, the Board at its Stockholm meeting in June 2001 adopted the following resolution:

Resolved [01.74], the Board directs the President to form and chair a New TLD Evaluation Process Planning Task Force, for the purpose of recommending to the Board and the broader Internet community, by means of a report to be discussed at ICANN's Montevideo meeting in September 2001:

(a) a plan for monitoring the introduction of new TLDs and for evaluating their performance and their impact on the performance of the DNS. This assessment should focus in technical, business, and legal perspectives and rely on data gathered as part of the contractual arrangements with the new TLDs as well as other data inputs that can be readily secured; and

(b) a schedule on which a plan should be executed;

Whereas, the President formed the New TLD Evaluation Process Planning Task Force (NTEPPTF);

(The Board approved the above resolution by a 13-1-1 vote, with Mr. Auerbach opposed and Mr. Mueller-Maguhn abstaining.)

VeriSign WLS Proposal

Whereas, on 21 March 2002 VeriSign, Inc., the operator of the .com and .net registries, requested amendments to the registry agreements for those top-level domains to allow it to conduct a twelve-month trial of a proposed wait-listing service (WLS) to be offered through accredited registrars for an annual fee;

Whereas, at its 22 April 2002 meeting the Board, after noting that a report of the DNSO will be of assistance in evaluating the VeriSign WLS proposal, requested the Names Council to coordinate within the DNSO a comprehensive review of issues concerning the deletion of domain names

<http://www.icann.org/minutes/prelim-report-23aug02.htm>

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and possible solutions for those issues and to submit to the Board a status report on that review, with the status report to include any recommendations concerning VeriSign's request to modify the .com and .net agreements to allow it to provide the WLS;

Whereas, as contemplated by resolution 02.55 ICANN also received various public comments on the WLS on a web-based public comment forum;

Whereas, a Public Forum was held on 27 June 2002 at ICANN's meetings in Bucharest, during which VeriSign gave a presentation of the WLS in which it proposed changes to its WLS proposal (including avoidance of preferential treatment of existing SnapBack subscriptions, and reduction of VeriSign's annual fee for WLS subscriptions to US\$24.00) to accommodate concerns expressed in community comments; the DNSO Transfers Task Force summarized its preliminary findings and recommendations; and several members of the Internet community gave their views on WLS;

Whereas, the Board concluded at its Bucharest meeting that its consideration of VeriSign's request would be assisted by receiving the final report of the DNSO's bottom-up consensus-development effort, and therefore called on the Names Council to provide, no later than 26 July 2002, final recommendations, with its supporting rationale and any separate positions of DNSO constituencies, on the VeriSign WLS request;

Whereas, the DNSO Transfers Task Force finalized its report in mid-July 2002, recommending (with dissenting views) (a) that VeriSign's request be rejected and (b) that if it is approved various conditions be incorporated;

Whereas, on 24 July 2002 the Names Council, by a 15-3-1 vote, adopted the task force report "as a whole" and transmitted it to the Board;

Whereas, although the range of opinions regarding the WLS in the community has significantly narrowed during the discussions of the issues, there remains a disparity of opinions;

Whereas, the Board is mindful that ICANN should act in a way that promotes consumer choice and innovative services while ensuring that registry operations are conducted in a manner that does not harm the legitimate interests of consumers or others;

Whereas, the Board concludes that, in general, ICANN should avoid depriving consumers of the option of purchasing services they may decide are beneficial, and that the option of subscribing to a guaranteed "wait list" service is one such service;

Whereas, the Board also concludes that various conditions are necessary to ensure that the proposed WLS is implemented in a manner that promotes, rather than harms, the interests of consumers and others with legitimate interests;

Whereas, the Board notes that the Blueprint for Reform adopted and endorsed in resolution 02.75 contemplates that ICANN should have mechanisms to consult with Expert Advisory Panels or existing expert bodies on competition and other issues and that the Evolution and Reform Committee is developing recommendations for implementation of that and other recommendations of the Blueprint;

Whereas, the Board notes that the implementation of mechanisms for ICANN to consult on economic and competition issues should be in place in time to be of assistance in connection with evaluation of any WLS trial;

Resolved [02.100] that the President and General Counsel are authorized to conduct negotiations on behalf of ICANN toward appropriate revisions to the .com and .net registry agreements between ICANN and VeriSign to provide for the offering of a wait-listing service as proposed by VeriSign, with the following additional conditions:

- (a) Subscriptions under the WLS in the .com and .net top-level domains shall not be taken by VeriSign Global Registry Services until at least six months have elapsed after implementation of the Redemption Grace Period for all deleted names in those top-level domains;
- (b) No preference in connection with, or exclusion from, WLS shall be given because of any registrar-level reservation service;
- (c) No registrar sponsoring the registration of a domain name in the .com and .net top-level domains shall be permitted to obtain (in its own name or for another, directly or indirectly) a WLS subscription on that name at any time after a date sixty days before the registration of the name is deleted;
- (d) With regard to transparency of information regarding WLS subscriptions, there shall be an effective mechanism for actively notifying the current domain-name holder upon the placing of a WLS subscription on the name, without revealing the identity of the party holding the WLS subscription;
- (e) The WLS shall be offered for a trial period of twelve months, with subscriptions offered for a one-year term so that they last no longer than one year past the end of the trial period; and
- (f) There shall be a data-gathering and evaluation program, to be specified in the negotiated revisions to the agreements, that includes mechanisms for analyzing whether the WLS harms the legitimate interests of consumers or others.

(The Board approved the above resolution by a 11-2-2 vote, with Mr. Abril i Abril and Mr. Auerbach opposed and Dr. Kyong and Mr. Mueller-Maguhn abstaining.)

Other Matters

A report of the Evolution and Reform Committee was presented. The Board also discussed its e-mail list arrangements.

Comments concerning the layout, construction and functionality of this site should be sent to webmaster@icann.org.

Page Updated 02-Jun-2003

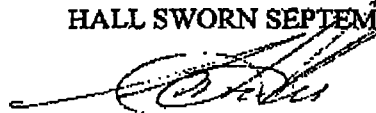
©2002 The Internet Corporation for Assigned Names and Numbers. All rights reserved.

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TO: DWPV Toronto

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THIS IS EXHIBIT "B" REFERRED TO IN THE
AFFIDAVIT OF ROBERT CHRISTOPHER
HALL SWORN SEPTEMBER 17, 2003



A Commissioner for Taking Affidavits



Pool.com will use its commercially reasonable efforts to register a backordered domain on your behalf through one of our registrar partners. However, we do not guarantee the successful acquisition or registration of any domain. Furthermore, we do not guarantee that a particular registrar successfully registers a backordered domain, such registration will be made on your behalf (even if such registrar is a current or past partner of Pool.com). In the event that you are the only Pool.com customer that backorders a particular domain, and Pool.com is successful in registering such domain on your behalf, you will be charged the current service fee as set forth on our website, located at: <http://www.pool.com>. In the event that more than one Pool.com customer backorders a particular domain prior to it being registered, and Pool.com is successful in acquiring such domain, Pool.com will conduct an auction among each customer who backordered such domain and the domain will be registered on behalf of the highest bidder in such auction. Please see Section 3 below for more information on auctions.

Due to the high costs incurred by Pool.com and its partners in searching for and obtaining domains, we are unable to make a refund following a successful registration on your behalf. You may cancel a backorder for a particular domain at any time (prior to its successful registration on your behalf) by logging into Pool.com and removing such domain from your list of backordered domains.

Pool.com also offers alerts and other services and information that may assist you in identifying the current status of domains that you may wish to backorder. Such services and information are provided on an as-is basis from third parties, and Pool.com does not represent or warrant to the truth or accuracy of such information. Prior to placing a backorder for a particular domain, you should independently confirm all such information by performing WHOIS searches that can be found on the websites of ICANN accredited registrars.

Unless otherwise specified by you, Pool.com will point all backordered domain names to a parked or coming soon web page that informs visitors that the domain has recently been registered via the Pool.com service and which may include promotional or other information (including without limitation hyperlinks) as determined by Pool.com and our partners in our sole discretion. You may modify the nameserver information and discontinue use of the coming soon page for any particular domain at any time, with or without notice to us, by logging into your registrar account and making such changes.

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3. Bidding.

In the event that more than one Pool.com customer backorders a particular domain prior to it being registered, and Pool.com is successful in acquiring such domain, Pool.com will conduct an auction among each customer who backordered such domain and the domain will be registered on behalf of the highest bidder in such auction. If you choose to bid for a particular domain and you are the highest bidder at the end of an auction, you are obligated to complete the transaction and pay to Pool.com the amount of your winning bid. Other terms and conditions applicable to auctions are set forth on the website, located at: <http://www.pool.com>. Carefully consider your bids prior to placing them - Bids are not retractable under any circumstances.

If no bids are placed on a particular domain, Pool.com will register the domain on behalf of the first customer to place a backorder for such domain, and that customer will be charged our regular service fee.

Following the successful completion of an auction for a particular domain, Pool.com will notify the winner. If you are the winning bidder on an auction, Pool.com will attempt to collect payment. Should this fail, you will have 24 hours to complete successful payment of your bid amount to Pool.com. This time period is required due to time constraints placed on Pool.com and its partners by the domain registries. In the event

P.24/61

TO:DWPV Toronto

SEP-17-2003 17:42 FROM:

full payment is not received within 24 hours by the winning bidder. Pool.com may, in addition to any other remedies it may have available to it, immediately notify the second highest bidder (and subsequently the third highest bidder, etc.) that they have won the auction, and charge such bidder their highest bid amount. Such winning bidder will then have up to 24 hours to complete full payment of their bid.

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4. Security.

When you place a backorder with us, we provide you with a password that can be used to modify your backorder information. It is your responsibility to safeguard your password. You accept full responsibility for any services purchased, or modifications made to your account, using this password.

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5. Fees & Payment.

As consideration for the services you have selected, you agree to pay Pool.com the applicable service(s) fees set forth on our website at the time of your selection. You agree to keep your credit card information accurate and current with Pool.com at all times. You agree that Pool.com reserves the right to increase its fees and you agree to be bound by any fee increase. All fees are due immediately upon a successful backorder registration and are non-refundable. Pool.com may take all remedies available to collect fees owed and may recover from you all costs and expenses (including reasonable attorney fees) incurred by Pool.com to collect such fees.

In the event of non-payment, reversal of payment, or a charge back by a credit card company or other payment provider, in addition to any other remedies Pool.com may have, we may, in our sole discretion, take any of the following actions: (i) transfer any domain that you have acquired through the Pool.com service to Pool.com as the paying entity for the registration; (ii) delete the backordered domain; and (iii) suspend or terminate your account and any or all backordered domains.

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6. Term of Service.

Unless otherwise specified, each Pool.com service, including backorders, is for a one-year initial term and will renew automatically thereafter for successive one-year terms unless either party elects to terminate such backorder or other service (which you can do at any time by logging into your Pool.com account and indicating your election to terminate such backorder or other service). Any renewal of your services with us is subject to our then current terms and conditions and payment of all applicable service fees at the time of renewal.

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7. Accurate Information.

In order for Pool.com to successfully register a backordered domain through one of our partners on your behalf, you must supply us with complete, accurate and current required registration information. As further consideration for the Pool.com service(s), you agree to: (i) provide certain current, complete and accurate information about you as required by the domain name application process; (ii) maintain and update this information as needed to keep it current, complete and accurate; and (iii) respond within fifteen (15) calendar days to any request by us to update or confirm the accuracy of your information. We rely on this information to carry out our services for you and comply with the requirements of the registries of domain names and to send you important information and notices regarding your account and our services. Any

failure by you to provide or update such information or to respond to our request is a material breach of this Agreement and may result in our inability to successfully register a backordered domain on your behalf and we may, in our sole discretion, elect to cancel the services without further notice to you. You acknowledge that our registrar partners are required to make this information publicly available on a WHOIS database as expressed in such registrars' service agreements, and you consent to such disclosure. In addition, you must keep your Pool.com user information (including without limitation your name, credit card information and email address) accurate and current so that we may reliably communicate with you regarding the status of your backorders and other Pool.com services you may be using, and collect payment for service fees in a timely manner. If you do not supply accurate and complete contact and credit card information to us, we will be unable to perform our services to you. It will be considered a material breach of this Agreement, and we may, in our sole discretion, elect to cancel the services without further notice to you. Our privacy statement, located on our website at <http://www.pool.com/privacy.aspx> and incorporated herein by reference, sets forth your and our rights and responsibilities with regard to your personal information. [Back to Top](#)

8. Third-Party Information.

You represent and warrant that you have provided notice to, and obtained consent from, any third party individuals whose personal data you supply to us as part of our services with regard to: (i) the purposes for which such third party's personal data has been collected; (ii) the intended recipients or categories of recipients of the third party's personal data; (iii) which parts of the third party's data are obligatory and which parts, if any, are voluntary; and (iv) how the third party can access and, if necessary, rectify the third party's personal data. You further agree to provide such notice and obtain such consent with regard to any third party personal data you supply to us in the future. We are not responsible for any consequences resulting from your failure to provide notice or receive consent from such individuals or for your providing outdated, incomplete or inaccurate information. [Back to Top](#)

9. Modifications to Agreement.

Except as otherwise provided in this Agreement, you agree, during the term of this Agreement, that we may revise the terms and conditions of this Agreement and/or change the services provided under this Agreement at any time. Any such revision or change will be binding and effective ten (10) calendar days after the revised Agreement or change to the service(s) is posted on the Pool.com website. You agree to periodically review our website, including the current version of this Agreement available on our website, to be aware of any such revisions. If you do not agree with any revision to the Agreement or change to the services, you may terminate this Agreement at any time. Any fees paid by you prior to termination of your Agreement with us are nonrefundable, but you will not incur any additional fees. By continuing to use our services ten (10) calendar days after any revision to this Agreement or change in service(s) is posted on our website, you agree to abide by and be bound by any such revisions or changes. We are not bound by and you may not rely on any representation concerning this Agreement or our services made by: (i) any agent, representative or employee of any third party that you may use to apply for our services; or (ii) information posted on our Web site of a general informational nature. No employee, contractor, agent or representative of Pool.com or any partner of Pool.com is authorized to alter or amend the terms and conditions of this Agreement. [Back to Top](#)

10. Modifications to your account.

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TO: DWP Toronto

SEP-17-2003 17:44 FROM:

In order to change any of your account information with us, you must use your account name and the password that you selected when you created your Pool.com account. Please safeguard this information from any unauthorized use. In no event will we be liable for the unauthorized use or misuse of your account name or password.

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11. Prohibited Conduct.

You agree that you will only use our services for lawful purposes. We have no responsibility to monitor your use of domains we register on your behalf; however, we reserve the right to terminate your account if a backordered domain registered on your behalf is found to be pointing to or otherwise directing traffic to any content or material in violation of any statute or regulation, including without limitation any violation of domestic or international copyright laws, trademark laws, cyber-squatting laws, or any material judged to be threatening or obscene.

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12. Dispute Policy.

If we successfully register a backordered domain on your behalf through one of our partners, you agree to be bound by ICANN's Uniform Domain-Name Dispute-Resolution Policy (the "ICANN UDRP") that is incorporated herein and made a part of this Agreement by reference. The current version of the ICANN UDRP may be found at ICANN's Web site. Please take the time to familiarize yourself with that policy. In addition, you agree that, if your use of any domain name registered on your behalf by Pool.com is challenged by a third party, you will be subject to the provisions specified in the dispute policy of the registering registrar in effect at the time of the dispute. In addition to such dispute policy, you will indemnify and hold Pool.com harmless pursuant to the terms and conditions set forth in this Agreement.

We will not participate in any way in any dispute between you and any party other than us regarding the registration and use of any domain or our services. You will not name us as a party or otherwise include us in any such proceeding. In the event that we are named as a party in a proceeding, we reserve the right to utilize any and all defenses available to us and to take any further action that we deem necessary to defend ourselves.

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13. Agents.

You agree that, if your agent purchased our service(s) on your behalf, you are nonetheless bound as a principal by all terms and conditions herein, including the ICANN UDRP and the dispute policy, whether your agent was authorized by you or not. You certify that your agent is authorized to apply for our services on your behalf, that he or she is authorized to bind you to the terms and conditions of this Agreement and that he or she has apprised you of the terms and conditions of this Agreement. In addition, you are responsible for any errors made by your agent. We will not refund any fees paid by you or your agent on your behalf for any reason based on any act or omission of your agent.

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14. Notices and Announcements.

You authorize us to notify you as our customer of information that we deem is of potential interest to you. Notices and announcements may include commercial e-mails and other notices describing changes, upgrades, new products and services or other information pertaining to services and/or other relevant

matters. If you do not wish to receive bulk email solicitation notices or announcements please de-select such options from your Pool.com account.

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15. Limitation of Liability.

To the extent permitted at law, Pool.com and its partners and contractors will not be liable for any direct, indirect, incidental, special or consequential damages resulting from your use or inability to use any of the Pool.com services or for the cost of procurement of substitute services. We disclaim any and all loss or liability resulting from, but not limited to: (i) any failure or inability to register a backordered domain name on your behalf; (ii) any third party claims arising from or based on your use of our services; (iii) access delays or access interruptions; (iv) data non-delivery or data mis-delivery; (v) acts of God; (vi) the unauthorized use or misuse of your Account name or password; (vii) errors, omissions, or misstatements in any and all information or service(s) provided under this Agreement; (viii) the deletion of or failure to store data of any kind; (viii) the development or interruption of your website; (ix) our processing of your application for our services, our processing of any authorized modification to your record or your agents failure to pay any fees, our fees or re-registration fees; or (x) the application of the ICANN UDRP or the Dispute Policy. You agree that our entire liability, and your exclusive remedy, with respect to any Pool.com service(s) provided under this Agreement and/or for any breach of this Agreement is solely limited to the amount you paid for such service(s).

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16. Indemnity.

You agree to release, indemnify, and hold Pool.com, our partners, contractors, agents, employees, officers, directors, shareholders, affiliates and assigns harmless from all liabilities, claims, damages, costs and expenses, including reasonable attorneys' fees and expenses, relating to or arising from your domain name registration or use of your domain name or the Pool.com services provided hereunder. When we are threatened with suit or sued by a third party, we may seek written assurances from you concerning your promise to indemnify us; your failure to provide those assurances may be considered by us to be a material breach of this Agreement. In addition, in the event we are made a party to any claim, suit or action by you which is unsuccessful or by a third party in each case relating to or arising from your domain name registration or use of your domain name or the Pool.com services provided hereunder, you will reimburse us, at a reasonable rate, for all personnel time and expenses expended by us in response to such claim, suit or action including without limitation, all attorney fees and expenses incurred by us with respect to such response.

In addition you agree to indemnify and hold harmless the applicable registry operator and its directory, officers, employees and agents from and against any and all claims, damages, liabilities, costs and expenses (including reasonable legal fees and expenses) arising out of or related to your domain name registration.

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17. Breach.

You agree that your failure to abide by any provision of this Agreement, any Pool.com operating rule or policy, the ICANN UDRP or any dispute policy may be considered by us to be a material breach of this Agreement and that we may, in our sole discretion, elect to cancel the services without further notice to you. We will not refund any fees paid by you prior to the termination of your Agreement due to your breach. Any such breach by you will not be deemed to be excused simply because we did not act earlier in

response to that, or any other breach, by you.
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18. No Guarantee.

You agree that, the registration of your chosen domain name does not confer immunity from objection to either the registration or use of your domain name.
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19. Representations and Warranties.

You represent and warrant that: (i) the information that you or your agent on your behalf provide to us during the application process to register your domain name or to apply for other Pool.com service(s) is, accurate and complete, and that any future changes to this information will be provided to us in a timely manner; (ii) to the best of your knowledge and belief neither the registration of your domain name nor the manner in which you intend to use such domain name will directly or indirectly infringe the legal rights of any third party; (iii) you have all requisite power and authority to execute this Agreement and to perform your obligations hereunder; (iv) you have selected the necessary security option(s) for your registration record; and (v) you are of legal age to enter into this Agreement.
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20. Release.

You release Pool.com, our partners, contractors, agents, employees, officers, directors, shareholders, affiliates and assigns from claims, demands and damages (actual and consequential) of every kind and nature, known and unknown, suspected and unsuspected, disclosed and undisclosed, arising out of or in any way connected with our services. If you are a California resident, you waive California Civil Code §1542, which says: "A general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which if known by him must have materially affected his settlement with the debtor."
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21. Disclaimer.

You agree that your use of our service(s) is solely at your own risk. You agree that all of our services are provided on an "as is," and "as available" basis. WE EXPRESSLY DISCLAIM ALL CONDITIONS, WARRANTIES AND REPRESENTATIONS OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED CONDITIONS AND WARRANTIES OF MERCHANTABILITY QUALITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. WE MAKE NO WARRANTY OR REPRESENTATION THAT OUR SERVICE(S) WILL MEET YOUR REQUIREMENTS, THAT WE WILL BE ABLE TO REGISTER ANY PARTICULAR DOMAIN ON YOUR BEHALF, OR THAT THE SERVICE(S) WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR FREE. NOR DO WE MAKE ANY WARRANTY AS TO THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE SERVICE(S) OR AS TO THE ACCURACY OR RELIABILITY OF ANY INFORMATION OBTAINED THROUGH OUR SERVICE. YOU UNDERSTAND AND AGREE THAT ANY MATERIAL AND/OR DATA DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE USE OF OUR SERVICE IS DONE AT YOUR OWN DISCRETION AND RISK AND THAT YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR COMPUTER SYSTEM OR LOSS OF DATA THAT RESULTS FROM THE DOWNLOAD OF SUCH MATERIAL AND/OR DATA. WE MAKE NO WARRANTY OR REPRESENTATION REGARDING ANY GOODS OR SERVICES PURCHASED OR OBTAINED THROUGH ANY OF OUR

P.29/61

TO: DWPV Toronto

SEP-17-2003 17:47 FROM:

SERVICES OR ANY TRANSACTIONS ENTERED INTO THROUGH SUCH SERVICES, NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM US WILL CREATE ANY CONDITION OR WARRANTY NOT EXPRESSLY MADE HEREIN. TO THE EXTENT JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF CERTAIN WARRANTIES, SOME OF THE ABOVE EXCLUSIONS MAY NOT APPLY TO YOU.

Pool.com reserves the right to terminate any of its services at any time, with or without notice to you. In the event of such termination, your sole remedy will be to request a refund of any amounts paid to Pool.com for services that were not completed in whole or in part. In the event that a service was partially completed, you may request a refund of the pro-rata portion of such fee for uncompleted services.

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22. Right of Refusal.

We, in our sole discretion, reserve the right to refuse to register your backordered domain name on your behalf or register you for other Pool.com service(s). You agree that we will not be liable to you for loss or damages that may result from our refusal to register your domain name or our refusal to register you for other Pool.com service(s).

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23. Severability.

You agree that the terms of this Agreement are severable. If any term or provision is declared invalid or unenforceable, that term or provision will be construed consistent with applicable law as nearly as possible to reflect the original intentions of the parties, and the remaining terms and provisions will remain in full force and effect.

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24. Entirety.

You agree that this Agreement, the rules and policies published by us, the ICANN UDRP, the dispute policy and the privacy statement are the complete and exclusive agreement between you and us regarding our services. This Agreement, our rules and policies, the ICANN UDRP, the dispute policy and the privacy statement supersede all prior agreements, representations and understandings, whether established by custom, practice, policy or precedent.

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25. Non-Assignment.

Your rights under this Agreement are not assignable. Any attempt by you to assign your rights will render this Agreement voidable at our option. Any attempt by your creditors to obtain an interest in your rights under this Agreement, whether by attachment, garnishment or otherwise, will render this Agreement voidable at our option.

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26. Governing Law.

You agree that this Agreement and any disputes hereunder will be governed in all respects by and construed in accordance with the laws of the Province of Ontario, Canada, excluding its conflict of laws rules. You and we each submit to exclusive subject matter jurisdiction, personal jurisdiction and venue of the courts of that Province. You agree that any action, suit or application will be brought and heard in

Ottawa, Canada.
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27. Agreement to be Bound.

By applying for the service(s) of a Pool.com or an affiliate through our online application process or by backordering a domain name using the service(s) provided by Pool.com or its affiliates under this Agreement, you acknowledge that you have read and agree to be bound by all terms and conditions of this Agreement, the ICANN UDRP, the dispute policy and any pertinent rules or policies that are or may be published by Pool.com or ICANN.
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Last Modified June 09, 2003.

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[Website optimized for Internet Explorer](#)

THIS IS EXHIBIT "C" REFERRED TO IN THE
AFFIDAVIT OF ROBERT CHRISTOPHER
HALL SWORN SEPTEMBER 17, 2003



A Commissioner for Taking Affidavits



Letter from Michael Binder,
Industry Canada, to Robert
Hall, CIRA
(11 March 1999)



Industry
Canada

Industrie
Canada

MAR 11 1999

Mr. Robert Hall
Chair, Canadian Internet Registration Authority
c/o Echelon Internet Corp.
68 Robertson Road
Nepean, Ontario
K2H 8P5

Déar Mr. Hall:

I extend my congratulations to the members of the Board of the Canadian Internet Registration Authority (CIRA) on the recent incorporation of this new not-for-profit organization to administer the .CA domain space on behalf of Canadian users. Industry Canada has attentively followed the continuing efforts to reform the .CA domain name system. Considerable progress has been made to liberalise current registration policies and establish a self-sustaining and viable registry for the .CA Top Level Domain.

At this important juncture, I would be remiss if I did not offer sincere appreciation to John Demco and the network of dedicated volunteers under whose stewardship the .CA name space has operated for the past decade. The .CA committee's hard work has made a significant contribution towards Canada becoming one of the most "connected" countries in the world. I am now pleased to recognize CIRA as the administrator of the .ca domain space.

The .CA domain space is a key public resource, helping to promote the development of electronic commerce in Canada and important to our country's future social and economic development. As a major user of the .CA domain, as a promoter of the Internet and in its overall policy responsibility for the Information Highway, the Government stated several basic principles for the management of the Internet domain name system in a paper issued in September 1998, entitled "Reform of the Domain Name System - Current Developments & Statement of Principles". We continue to encourage reliance on market forces and private sector leadership in the management of the .CA domain space. Industry Canada expects that the policies CIRA adopts and its operations will be consistent with the principles established by the Canadian government. To this end, we are confident that the CIRA Board will quickly put in place an effective structure predicated upon:

- conducting CIRA's activities in an open and transparent manner that ensures wide public access to all relevant information;
- following fair and sound business practices;
- ensuring an appropriate balance of representation, accountability and diversity on the Board of Directors for all categories of stakeholders;
- applying for domain names being as quick and easy as applying for domain names in other top level domains, and priced competitively;
- reducing conflicts between persons granted domain names and other Rights holders, including trade-marks or business names; and
- a system that facilitates and encourages entry for new players including registrars.

We have a continuing interest in the progress of CIRA. Industry Canada will provide advice and assistance to ensure that

IANA | Letter from Michael Binder, Industry Canada, to Robert Hall, CIRA

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the goals pertaining to the administration of the .CA domain name registry are met.

Yours sincerely,



Michael Binder
Assistant Deputy Minister
Spectrum, Information Technologies
and Telecommunications

cc: Members of the CIRA Board of Directors
Esther Dyson, Chair, ICANN
Michael Roberts, President, ICANN
Paul Twomey, Chairman, Government Advisory
Committee, ICANN
Michelle D'Auray, Executive Director, Electronic
Commerce
Task Force, Industry Canada

Comments concerning the layout, construction and functionality of this site
should be sent to webmaster@icann.org.

Page Updated 05-December-00

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CIRA.ca
CANADIAN INTERNET
REGISTRATION AUTHORITY

UMBRELLA AGREEMENT

This Agreement effective this 9th day of May, 2000

BETWEEN

UNIVERSITY OF BRITISH COLUMBIA, a university
governed in accordance with the laws of the Province of British
Columbia ("UBC")

- and -

**CANADIAN INTERNET REGISTRATION
AUTHORITY**, a corporation incorporated pursuant to the laws
of Canada ("CIRA")

- and -

**HER MAJESTY THE QUEEN IN RIGHT OF
CANADA**, as represented by the Minister of Industry
("CANADA")

WHEREAS John Demco has managed the .ca domain
space at UBC using the facilities and equipment of UBC
since its inception and registration with IANA in 1987;

AND WHEREAS such management has been carried
out in accordance with policies and procedures
established by John Demco and UBC having regard to
advice obtained from time to time from the .ca
Committee;

AND WHEREAS the parties are of the view that
the .ca domain space should be developed as a key public
resource for social and economic development for all
Canadians;

AND WHEREAS as early as 1997, John Demco,

UBC, CANADA, representatives of the private sector, and other interested parties recognized the need to liberalize the policies and procedures for the .ca domain space in order to maximize the public benefit of the domain space;

AND WHEREAS on December 30, 1998, CIRA was incorporated as a not-for-profit corporation with the intention of managing the .ca domain space in the public interest;

AND WHEREAS by letter dated March 11, 1999, signed on behalf of CANADA by the Assistant Deputy Minister, Spectrum, Information Technologies and Telecommunications of Industry Canada ("the March 11 Letter"), a copy of which is attached as Schedule "A", CANADA described the general principles and structure pursuant to which it expected CIRA to administer the .ca domain space;

AND WHEREAS the parties desire to provide for an orderly transition of the management of the .ca domain space from John Demco and UBC to CIRA in the public interest;

NOW THEREFORE, in consideration of the premises and the mutual covenants herein contained, the parties hereto agree as follows:

1. With effect on the Operational Transfer Date (as defined in the agreement entered into by CIRA and UBC as of this date, a copy of which is attached as Schedule B) UBC hereby relinquishes any interest arising from its operation of the .ca domain space, and CANADA in turn hereby designates CIRA to manage, operate, and control, or cause to be managed, operated, and controlled, the .ca domain space in accordance with the principles and structure set out in the March 11 Letter and in accordance with other principles, being in the public interest and being reasonable, as CANADA may, from time to time, set. CIRA shall manage, operate, and control, or cause to be managed, operated, and controlled, the .ca domain space in accordance with the principles and structure set out in the March 11 Letter and in accordance with other principles as CANADA may, from time to time, set.

2. Within 7 days of the signing of this Agreement, the parties shall execute all the required documentation to cause CIRA to be recognized as of the Operational Transfer Date at the international level as having the exclusive authority to operate the top level domain servers for the .ca domain. All required documentation will be sent by CANADA to the appropriate third parties sufficiently in advance of the Operational Transfer Date. CANADA, with the cooperation of UBC and CIRA, shall take all the necessary steps to notify the relevant international authorities that the aforementioned recognition should take effect as of the Operational Transfer Date. However, the parties acknowledge that the exact date on which the actual change is implemented by the appropriate international authorities is not in the control of any of the parties.
3. UBC and CIRA shall cooperate in achieving an orderly transition of the management, operation, and control of the .ca domain space to CIRA in accordance with the terms and conditions of the agreement entered into by CIRA and UBC as of this date, a copy of which is attached as Schedule "B".
4. CANADA may terminate the designation of CIRA described in Article 1 upon 90 days written notice to CIRA if, in the opinion of CANADA, acting reasonably, CIRA is unable to continue to manage, operate and control, or cause to be managed, operated and controlled, the .ca domain space in accordance with the principles and structure set out in the March 11, 1999 Letter and in accordance with such other principles as CANADA may, from time to time, set.
5. CIRA may terminate the designation described in Article 1 at any time by giving 90 days written notice to CANADA.
6. In the event that the designation of CIRA described in Article 1 is terminated in accordance with Article 4 or 5:
 - i. CANADA, with the cooperation of CIRA, shall take all necessary steps, and CANADA and CIRA shall execute all the required documentation, to transfer the administrative and operational responsibility for the .ca

domain to such party as CANADA may designate and to cause such party to be recognized at the international level as having the exclusive authority to operate the top level domain servers for the .ca domain;

- ii. If the Registrar of Trade-marks has given public notice of CIRA's adoption and use of the mark .ca in relation to the development, management and operation of the .ca domain space, CIRA shall consent to the use of the .ca mark by such party as CANADA may designate and CIRA shall cease to use the mark, or at the request of CANADA, shall withdraw publication of notice of the mark; and
 - iii. Unless and until CIRA has discharged its obligations to UBC pursuant to Article 8 of the agreement attached hereto as Schedule "B", CANADA shall ensure that the outstanding obligations of CIRA to UBC as set forth in said agreement is assumed by such party as CANADA may designate to manage, operate and control, or cause to be managed, operated and controlled, the .ca domain space.
7. Any notice or request required or permitted to be given or made pursuant to this Agreement shall be given or made in writing by letter, facsimile or e-mail,

if to UBC addressed as follows:

The University of British Columbia
6328 Memorial Road
Vancouver, British Columbia V6T 1Z2
Attention: Ted Dodds
Associate Vice President, Information Technology
Facsimile: (604) 822-5116
E-mail: Ted.Dodds@ubc.ca

and if to CIRA addressed as follows:

Canadian Internet Registration Authority
c/o CANARIE Inc.
4th Floor
110 O'Connor Street
Ottawa, Ontario

CIRA.ca | REGISTRARS

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K1P 1H1

Attention: Chair of the Board

Telephone: (613) 943-5454

Facsimile: (613) 943-5443

E-mail: COB@cira.ca

and if to CANADA addressed as follows:

Assistant Deputy Minister

Spectrum Information Technologies and

Telecommunications

Industry Canada

300 Slater Street

20th Floor

Ottawa, Ontario

Attention: Michael Binder

Facsimile: (613) 952-1203

E-mail: binder-michael@ic.gc.ca

Any such notice or request if sent by mail shall be deemed to have been given or made on the actual date of receipt, and if sent by facsimile or e-mail shall be deemed to have been given or made on the date of the facsimile or e-mail transmission. Any party may change the address for notice or request by notice to each of the other parties hereto.

8. If a dispute arises concerning this Agreement, the parties shall attempt to resolve the matter as follows:
 1. first, by negotiation;
 2. second, by mediation by a mutually acceptable mediator;
 3. if the dispute cannot be resolved otherwise or if the parties are unable to agree on a mediator or an appointed mediator is unable to get the parties to agree to a resolution, the dispute shall be finally settled by binding arbitration in Ottawa in accordance with the Arbitration Act, S.O. 1991, c. 17, as may be amended from time to time (if the dispute is between UBC and CIRA only) or the Commercial Arbitration Act, R.S.C. 1985, c. 17, as may be amended from time to time (if the dispute involves CANADA) and judgment on the award rendered by the arbitrator or arbitrators may be entered in

any court having jurisdiction to do so.

9. It is a term of this Agreement that no person who is not in compliance with the provisions of the Conflict of Interest and Post-Employment Code for Public Office Holders or the Conflict of Interest and Post-Employment Code for the Public Service, shall derive any benefit from this Agreement.
10. This Agreement operates for the benefit of the parties and is binding on their respective successors and permitted assigns.
11. Nothing in this Agreement shall constitute the parties the agent of any other party nor shall confer any authority to act for and in the name of any of the other parties.
12. This Agreement may not be assigned by any of the parties without the consent of the other parties.
13. This Agreement shall be construed in accordance with the laws of the Province of Ontario and the laws of Canada applicable therein.

IN WITNESS WHEREOF the parties hereto have signed this Agreement effective the date first set forth above.

UNIVERSITY OF BRITISH COLUMBIA

**CANADIAN INTERNET REGISTRATION
AUTHORITY
HER MAJESTY THE QUEEN IN RIGHT OF
CANADA**



Letter from Michael Binder,
Industry Canada, to Michael
Roberts, ICANN
(10 October 2000)



Industry
Canada

Industrie
Canada

<http://strategis.ic.gc.ca>

OCT 10 2000

Mr. Michael Roberts
President and Chief Executive Officer
Internet Corporation for Assigned
Names and Numbers
4676 Admiralty Way, Suite 330
Marina del Rey, CA 90292
USA

Dear Mr. Roberts:

As you know, the .ca top level domain has been administered by John Demco of the University of British Columbia (UBC) since 1987, with the assistance of a committee of volunteers from across Canada. Mr. Demco and his committee, among other responsibilities, set and implemented the policies and procedures for registering domain names within the .ca domain space. Initially, these policies were appropriate for the size and role of the Internet in Canada, however with the growth of the Internet and electronic commerce, the local Internet community in Canada began contemplating a change.

In 1997, at the Canadian Internet community's annual conference, discussions of reform led to the formation of the Canadian Domain Names Consultative Committee to address the transition from the current management of the .ca domain to a "more commercial type of operation". Following a public consultation, the CDNCC recommended that a private sector, not-for-profit corporation be set up to take over the administration of the .ca from UBC and John Demco. In late December 1998, the Canadian Internet Registration Authority (CIRA) was incorporated to assume this function. On March 11, 1999, in a letter on which you were copied, the Canadian government formally recognized CIRA as the new administrator of the .ca. CIRA and UBC then engaged in discussions regarding the details of the transition of administrative responsibility for the .ca

These discussions were successfully completed in May, 2000, and CIRA, UBC and the Government of Canada entered into the attached contract, the "Umbrella Agreement". This agreement provides that the Government of Canada will designate CIRA to be the new administrator of the .ca and that CIRA will manage the .ca in accordance with principles set by the Government of Canada in the March 11, 1999 letter referred to above and any additional principles that are in the public interest and reasonable.

The Umbrella Agreement contains the communication between the Government of Canada and CIRA that is contemplated by the "Principles for the Delegation and Re-delegation of Country Code Top Level Domains" adopted by the Government Advisory Committee to ICANN (GAC Principles). This letter constitutes the "communication" between the Government of Canada and ICANN recommended in the same Principles. I am confident that ICANN and CIRA will be able to enter into the third communication contemplated in the GAC Principles. Canada's approach in this re-delegation request is therefore consistent with the GAC Principles and demonstrates the effectiveness of this system for redelegation requests.

IANA | Letter from Michael Binder, Industry Canada, to Michael Roberts, ICANN

Page 2 of 2

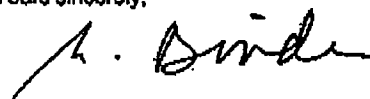
I am pleased to formally designate CIRA as the Government of Canada's designee to be the .ca delegate. I request that ICANN, through its IANA functions, effect the necessary changes to the Internet's "A" root server to accomplish this re-delegation. CIRA will be assuming its responsibilities on November 1, 2000. I would anticipate that the change in the "A" root server would occur on this date, but I would ask that ICANN and CIRA discuss directly its exact timing.

The relevant contact within the Government of Canada for matters related to this letter is:

Mr. Drew Olsen,
Telecommunications Policy Branch
Industry Canada
16th Floor
300 Slater Street,
Ottawa, Ontario K1A 0C8
(613) 998-3382
olsen.drew@ic.gc.ca

Thank you for your attention to this request.

Yours sincerely,



Michael Binder
Assistant Deputy Minister
Spectrum, Information Technologies and
Telecommunications

Enclosure

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Page Updated 05-December-00

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Letter from Maureen
Cubberley, CIRA, to Michael
Roberts, ICANN
(30 November 2000)

CANADIAN INTERNET REGISTRATION AUTHORITY

Michael M. Roberts
President and Chief Executive Officer
Internet Corporation for Assigned Names and Numbers
4676 Admiralty Way, Suite 330
Marina del Rey, California 90292-6601

Re: Agreement Between CIRA and ICANN

Dear Mr. Roberts:

In a March 11, 1999 letter, the Government of Canada formally recognized the Canadian Internet Registration Authority (CIRA) as the administrator of the .ca domain space, expressing confidence that the CIRA Board would quickly put into place an effective structure predicated on several core principles intended to ensure that the .ca domain is appropriately administered as a key public resource. On May 9, 2000, CIRA, the Government of Canada, and the University of British Columbia (which has been administering the .ca domain) entered into an Umbrella Agreement reiterating the recognition and on the same date CIRA and the University of British Columbia entered into a Transition Agreement detailing the particulars of the transfer.

The University of British Columbia and CIRA have completed the steps required for transition and, as stated in Michael Binder's October 10, 2000 letter to you, CIRA is prepared to assume its duties as delegate of the .ca domain on December 1, 2000.

In the meantime, there have been ongoing discussions within the global Internet community concerning the appropriate relationships among ccTLD managers, their governments, and ICANN. An important contribution to the advance of these discussions was the adoption by ICANN's Governmental Advisory Committee (GAC) in February 2000 of its "Principles for Delegation and Administration of Country Code Top Level Domains," which is posted at <http://www.icann.org/gac/gac-ccldprinciples-23feb00.htm> (the "GAC principles"). The GAC principles, which are intended to be applied flexibly to suit the particular circumstances of each ccTLD, provide for a three-party communication-based relationship among the ccTLD delegate, the government, and ICANN.

CIRA supports the framework of the GAC principles as a sound basis for the ongoing relationships concerning the delegation and administration of ccTLDs. In conjunction with its assumption of the duties of delegate of the .ca domain, CIRA is prepared to enter into a formal, legally binding agreement with ICANN that:

1. Commits ICANN and CIRA to perform the obligations set forth in clause 10 of the GAC principles. With respect to clause 10.2.3, CIRA intends to establish an escrow or mirror site policy for the registry data managed by it. The escrow agent or mirror site should be mutually approved by CIRA and ICANN and should not be under CIRA's control. CIRA's policy will ensure that the escrow agent or mirror site will maintain such data in accordance with established business practices of the industry in Canada. CIRA also intends to investigate means available to ensure that such data is made available to any successor to CIRA in the administration of the .ca domain space and that such data may be used by such a successor in the administration of the domain space;
2. Commits CIRA to respect any communication from the Government of Canada issued pursuant to clause 9 of the GAC principles, and subject to the following commits CIRA to implement aspects of clauses 9.1.6, 9.2 and 9.3 of the GAC Principles that are not specifically dealt with in a communication from the Government of Canada. CIRA is currently formulating, based on community consultation, its ADR policy, and in that regard is assessing how to promote the benefits of dispute resolution policies discussed by clause 9.1.6. CIRA's existing Canadian Presence Requirements will not be deemed to invoke the

second sentence of clause 9.1.6 or clause 9.1.8. Further, CIRA shall not be obligated to comply with any policy applicable to ccTLDs which ICANN may adopt pursuant to clause 9.1.8 that would have the effect of requiring CIRA to change its Canadian Presence Requirements. CIRA understands that its existing Canadian Presence Requirements are such that they do not invoke clause 9.1.8. If these requirements change, CIRA acknowledges that there may be a need to reconsider the potential application of clause 9.1.8 to CIRA. In the event that CIRA begins to operate the .ca domain space as an open domain, CIRA agrees to respect any ICANN policies that apply to open domains; and

3. Provides that CIRA agrees to reassignment of the delegation of the .ca domain under the conditions and in the manner described in clauses 7.1 and 7.3 of the GAC principles and to hold ICANN harmless with respect to any reassignment of the delegation according to those clauses.

CIRA recognizes that there are some details to be worked out and some drafting work that must be done to reduce these points to a formal written agreement. CIRA is prepared to work with ICANN to expeditiously complete this work so that an agreement may be concluded.

We request that ICANN recognize CIRA as the operator and manager of the .ca domain with effect as of 12:01 a.m., local time in Ottawa, Ontario on December 1, 2000.

Sincerely,



Maureen Cubberley
Chair CIRA Board

cc: Industry Canada

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IANA Report on Request for Redlegation of the .ca Top-Level Domain

IANA Report

Subject: Request of the Canadian Internet Registration Authority for Redlegation of .ca Top-Level Domain
Date: 1 December 2000

The Internet Assigned Numbers Authority (the IANA), as part of the administrative functions associated with management of the domain-name system (DNS) root, is responsible for receiving requests for delegation and redlegation of top-level domains (TLDs), investigating the circumstances pertinent to those requests, and reporting on the requests. The IANA has received a request for redlegation of the .ca (Canada) country-code TLD (ccTLD). This report gives the findings and conclusions of the IANA on its investigation of that request.

Factual and Procedural Background

In May 1987, the University of Southern California's Information Sciences Institute (which then performed the IANA functions) approved a request for initial delegation of the .ca ccTLD. At that time and today, that two-letter code was and is set forth on the ISO 3166-1 list maintained by the ISO 3166 Maintenance Agency (ISO 3166/MA) http://www.din.de/gremien/nas/nabd/iso3166ma/codlistp1/en_listp1.html as the approved alpha-2 code for Canada.

The original delegation of the .ca ccTLD was made naming the University of British Columbia in Vancouver, British Columbia, Canada, as the sponsoring organization and John Demco of that university as both administrative and technical contact. Over the next decade, the .ca ccTLD was operated by Mr. Demco and a committee of dedicated volunteers across Canada. It is now used extensively by Internet users within Canada, with approximately 120,000 names registered under the .ca ccTLD as of 30 November 2000.

Although these volunteer efforts served the Canadian Internet community well for a full decade, by 1997 the growth of the Internet and electronic commerce caused the community to begin contemplating a change. Discussions that year at the Canadian Internet community's annual conference led to the formation of the Canadian Domain Names Consultation Committee to investigate transitioning the current management of the .ca ccTLD to a means of operation more appropriate to the requirements caused by the evolving character of the Internet. Following a public consultation, the Committee recommended that a private-sector, not-for-profit corporation be set up to take over the administration of .ca. On 30 December 1998, the Canadian Internet Registration Authority (CIRA) was incorporated as a not-for-profit corporation with the intention of managing the .ca ccTLD in the public interest.

In an 11 March 1999 letter, the Government of Canada gave its recognition to CIRA as the appropriate administrator of the .ca ccTLD. This recognition, which was consistent with the Government of Canada's "Reform of the Domain Name System: Current Developments & Statement of Principles" <http://e-com.gc.ca/english/strat/651d2.html>, was based on the Government's expectation that CIRA would put in place an effective structure predicated upon:

- conducting CIRA's activities in an open and transparent manner that ensures wide public access to all relevant information;
- following fair and sound business practices;
- ensuring an appropriate balance of representation, accountability and diversity on the Board of Directors for all categories of stakeholders;
- applying for domain names being as quick and easy as applying for domain names in other top level domains, and priced competitively;
- reducing conflicts between persons granted domain names and other rights holders, including trade-marks or

- business names; and
- a system that facilitates and encourages entry for new players including registrars.

While strongly encouraging private-sector leadership in achieving these goals, the 11 March 1999 letter also pledged the Government's continuing advice and assistance in achieving these goals.

CIRA, the University of British Columbia, and the Government of Canada entered into an Umbrella Agreement as of 9 May 2000 that stated that "the .ca domain space should be developed as a key public resource for social and economic development for all Canadians." In the Umbrella Agreement, the Government of Canada designated CIRA to manage the .ca ccTLD in accordance with the principles and structure set out in the 11 March 1999 letter. CIRA and the University of British Columbia pledged to cooperate in orderly transition of the .ca ccTLD's management. The Agreement requires CIRA to manage, operate, and control the .ca ccTLD in accordance with the public-interest principles of the 11 March 1999 letter and any supplemental principles that are in the public interest and reasonable. The designation of CIRA continues indefinitely, subject to termination in the event that the Government of Canada reasonably determines that CIRA is unable to continue operating the .ca ccTLD in accordance with those principles. In the Agreement, CIRA confirmed that its stewardship over the .ca ccTLD does not give rise to property rights in CIRA to the .ca ccTLD and agreed, in the event transfer to a newly designated manager of the .ca ccTLD is necessary, to cooperate in that transfer.

After entry of the Umbrella Agreement, CIRA and the University of British Columbia began implementing an orderly, gradual transition to CIRA's management of the .ca ccTLD. CIRA has developed new policies for administration of the .ca ccTLD. Among those policies is a system for the provision of registration services by numerous, competitive registrars; Canadian Presence Requirements providing that registrants in the .ca ccTLD have a substantial, bona fide connection with Canada; and registration rules. CIRA is presently in the process of developing, through an open consultation involving the Canadian Internet community, an alternative dispute-resolution mechanism for domain-name disputes in the .ca ccTLD. In October 2000, a CIRA-administered nameserver was added to the .ca nameserver constellation to permit the transfer to be conducted in a highly stable manner.

In a 10 October 2000 letter to Michael M. Roberts, President of the Internet Corporation for Assigned Names and Numbers (ICANN), the Government of Canada communicated that it was formally designating CIRA as the Government's designee to be the .ca delegee. The letter provided a designated point of contact within the Government of Canada. With the letter, the Government provided to ICANN copies of the 11 March 1999 letter and the 9 May 2000 Umbrella Agreement, setting forth the terms and conditions of the designation and requirements for CIRA's management of the delegation. Subsequently, the IANA has been provided with CIRA's contact details regarding CIRA.

In a 30 November 2000 letter to Mr. Roberts, CIRA requested redelegation of the .ca ccTLD effective 1 December 2000. In the letter, CIRA expressed its willingness to enter into a formal, legally binding agreement with ICANN that promotes the operation of the .ca ccTLD in a stable and secure manner; that ensures the safety and integrity of the registry database; that facilitates transfer of all relevant DNS data to a replacement delegee, if, for any reason, reassignment is necessary; that commits CIRA to complying with ICANN-developed policies that concern interoperability of the .ca ccTLD with other parts of the DNS and Internet, operational capabilities and performance of CIRA, and the obtaining and maintenance of (and public access to) accurate and up-to-date contact information for domain name registrants; and that provides for CIRA's contribution 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.

Evaluation

This report is being provided under the contract for performance of the IANA function between the United States Government and ICANN. Under that contract, the IANA function that ICANN is responsible for performing includes:

- Administrative functions associated with root management. This function involves facilitation and coordination of the root zone of the domain name system. It includes . . . receiving delegation and redelegation requests, investigating the circumstances pertinent to those requests, and reporting on the requests. This function, however, does not include authorizing modifications, additions, or deletions to the root zone file or associated information that constitute delegation or redelegation of top-level domains. The [IANA contract does] not alter root system responsibilities defined in Amendment 11 of the Cooperative Agreement.

In acting on redelegation requests, the IANA currently follows the practices summarized in "Internet Domain Name System Structure and Delegation" (ICP-1). ICP-1 represents an update of the portions of RFC 1591 (which was issued in March 1994) dealing with ccTLDs, to reflect evolution of the policies followed by the IANA through May 1999.

In considering delegation or redelegation of a ccTLD, the IANA seeks input from persons concerned or affected by the transfer, particularly those within the nation or territory which the ccTLD has been established to benefit.

The IANA's redelegation procedures recognize that, where the affected stakeholders can come to agreement about how a ccTLD should be operated, the result is often more satisfactory than that achieved where the parties cannot agree and the IANA is required to actively resolve the dispute. Here, the present ccTLD manager, John Demco of the University of British Columbia, and the proposed new manager, CIRA, have worked cooperatively to achieve a transition that is designed to promote an administration of the .ca ccTLD that meets the evolving needs of the Canadian Internet community as well as the global Internet community.

The Government of Canada has also expressed its support for the structure and principles underlying CIRA and for transfer of the responsibility for management of the .ca ccTLD to CIRA. As Dr Postal observed in ccTLD News Memo #1 and as reiterated in ICP-1, the views of the government of the affected nation or territory are taken very seriously in delegation and redelegation matters. As noted in the IANA Report on Request for Redlegation of the .ca Top-Level Domain, governmental views are particularly pertinent when the government is fulfilling its role of promoting management of the ccTLD in the public interest.

Here, the participation of the Government of Canada is especially significant. In their Umbrella Agreement, the Government and CIRA have crafted mechanisms that facilitate input from the Government, which has general responsibility within Canada for promoting the public interest and ultimately represents the interests of the people of Canada, while ensuring that CIRA enjoys, in the execution of its responsibilities, appropriate rights under applicable law. In particular, the Umbrella Agreement envisions private-sector leadership, with governmental guidance stated in broad, public-interest terms, and requires that any governmental action to replace CIRA be justified by substantial reasons. The Government of Canada, moreover, has recognized ICANN's primary responsibility for establishing, disseminating, and overseeing implementation of the technical standards and practices that relate to the operation of the global DNS.

CIRA, for its part, has not only entered into the Umbrella Agreement with the Government of Canada but has also committed to enter into an agreement with ICANN providing for operation of the .ca ccTLD in a manner that facilitates ICANN's performance of its global coordination responsibilities. CIRA's commitment provides the framework for a stable and appropriate agreement between ICANN and CIRA as contemplated by section V.C.6 of the Memorandum of Understanding between the United States Department of Commerce and ICANN, as amended by Amendment 2.

Conclusion

In sum, there has been broad stakeholder participation in CIRA's formation and its development of new registration policies for the .ca ccTLD. The proposed redelegation to CIRA has the clear support of the Canadian Internet community. The commitments of CIRA and the Government of Canada lay the basis for a set of legal relationships that will ensure that those two entities and ICANN can perform their respective responsibilities for stable operation of the .ca ccTLD in the interests of the Canadian and global Internet communities.

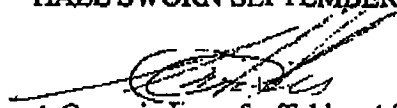
It is therefore the IANA's conclusion that the .ca top-level domain should be redelegated as requested by CIRA. ICANN and CIRA should promptly work toward reducing CIRA's commitments to a formal written agreement. As the Department of Commerce has recognized in Amendment 2, entry into and implementation of stable and appropriate agreements between ICANN and ccTLD managers is vital to achievement of the transition to private-sector technical management of the Internet envisioned by the White Paper. Accordingly, after conclusion of a CIRA-ICANN agreement providing for stable and appropriate relationships among CIRA, the Government of Canada, and ICANN, the Department of Commerce should establish revised procedures for maintenance of the .ca entry in the root zone file that enable ICANN to perform its obligations under its agreement with CIRA and that permit moving forward responsibly with the transition to private-sector technical management of the Internet.

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HALL SWORN SEPTEMBER 17, 2003



A Commissioner for Taking Affidavits



Announcement

17 September 2003

ICANN and U.S. Department of Commerce Announce New Three-Year Agreement

Marina del Rey, California USA (17 September 2003) - The Internet Corporation for Assigned Names and Numbers (ICANN) and the United States Department of Commerce (DoC) today announced that they agreed to extend their joint Memorandum of Understanding (MoU) for three additional years until September 30, 2006.

"This new agreement clearly indicates the DoC's recognition that ICANN is the right organization to manage the Internet's naming and numbering systems," noted ICANN President and CEO, Dr. Paul Twomey. "We look forward to working with the DoC to complete, within this term, the transition toward privatization that began with the first MoU five years ago. We are pleased that we were able to reach agreement with the DoC on a term giving us three years to get the job done."

ICANN Chairman, Vint Cerf, added, "This agreement between ICANN and the Department of Commerce marks a major milestone in ICANN's history and the process of transition from the historical purely governmental oversight of the Internet to a public/private partnership. I am very grateful for the efforts of ICANN's CEO, Paul Twomey and his staff, working with the Department of Commerce, to complete this critical step on behalf of the ICANN and Internet communities."

The MoU highlights ICANN's responsibility to ensure the stability of the Internet and foster its globalization. Toward those ends, ICANN will: implement an objective process for selecting new Top Level Domains; implement an effective strategy for multi-lingual communications and international outreach; and develop a contingency plan, consistent with the international nature of the Internet, to ensure continuity of operations in the event of a severe disruption of operations.

In November 1998, the U.S. Department of Commerce entered into the first MoU with ICANN, recognizing it as the private sector, not-for-profit corporation that should assume a set of technical coordination and related policy development responsibilities for the Internet. Subsequently, there have been three additional one-year extensions of the MoU, recognizing ICANN's significant progress towards achieving the tasks necessary to transition oversight of the naming and numbering system to a public/private partnership.

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Meetings

ICANN holds meetings 3 or 4 times a year in locations around the world. These meetings constitute an essential part of ICANN's global consensus-development and outreach efforts.

This page gives information on the ICANN meetings that have been held in various locations around the world, since ICANN's first meeting in Singapore in March 1999.

2004 ICANN Meeting Schedule

1-5 December 2004	Cape Town, South Africa
19-23 July 2004	Kuala Lumpur, Malaysia
2-6 March 2004	Rome, Italy

2003 ICANN Meeting Schedule

27-31 October 2003	<u>Carthage, Tunisia</u>
22-26 June 2003	<u>Montreal, Canada</u>
23-27 March 2003	<u>Rio de Janeiro, Brazil</u>

2002 ICANN Meeting Schedule

14-15 December 2002 (Fourth Annual Meeting)	<u>Amsterdam, Netherlands</u>
27-31 October 2002	<u>Shanghai, China</u>
24-28 June 2002	<u>Bucharest, Romania</u>
10-14 March 2002	<u>Accra, Ghana</u>

2001 ICANN Meeting Schedule

12-15 November 2001 (Third Annual Meeting)	<u>Marina del Rey, California, USA</u>
7-10 September 2001	<u>Montevideo, Uruguay</u>
1-4 June 2001	<u>Stockholm, Sweden</u>
9-13 March 2001	<u>Melbourne, Australia</u>

2000 ICANN Meeting Schedule

13-16 November 2000 (Second Annual Meeting)	<u>Marina del Rey, California, USA</u>
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Pag 3 of 3

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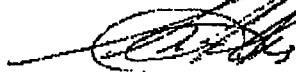
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----- Original Message -----

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<NetworkSolutions@info1.networksolutions.com>

Sent: Thursday, September 04, 2003 4:20 PM

Subject: New Service Announcement

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> it becomes available during your subscription period.

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> .com or .net domain name. If that domain name is not renewed
> and becomes available during your Next Registration Rights
> subscription period, the domain name will be automatically
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> This new service is scheduled to be available in October, but
> we are accepting pre-orders now.

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> ORDER NOW - Only one pre-order will be accepted for each
> domain name

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> just \$39. If Network Solutions secures the domain name you
> want when the service becomes available, your credit card
> will be charged \$39. This low price includes both a one-year
> subscription to Next Registration Rights and the first year
> registration for the domain name you select should it become
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