

Registrar Accreditation Agreement

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This REGISTRAR ACCREDITATION AGREEMENT ("Agreement") is by and between the Internet Corporation for Assigned Names and Numbers, a California non-profit, public benefit corporation, and [Registrar Name], a [Organization type and jurisdiction] ("Registrar"), and shall be deemed made on _____, at Los Angeles, California, USA.

1. DEFINITIONS. For purposes of this Agreement, the following definitions shall apply:

1.1 "Accredit" means to identify and set minimum standards for the performance of registration functions, to recognize persons or entities meeting those standards, and to enter into an accreditation agreement that sets forth the rules and procedures applicable to the provision of Registrar Services.

1.2 "DNS (Domain Name System)" refers to the Internet domain-name system.

1.3 The "Effective Date" is _____.

1.4 The "Expiration Date" is _____.

1.5 "ICANN (Internet Corporation for Assigned Names and Numbers)" refers to the Internet Corporation for Assigned Names and Numbers, a party to this Agreement.

1.6 "Personal Data" refers to data about any identified or identifiable natural person.

1.7 "Registered Name" refers to a domain name within the domain of a TLD (Top Level Domain) that is the subject of an appendix to this Agreement, whether consisting of two (2) or more (e.g., john.smith.name) levels, about which a TLD (Top Level Domain) Registry Operator (or an affiliate engaged in providing Registry Services) maintains data in Registry Database, arranges for such maintenance, or derives revenue from such maintenance. A name in a Registry Database may be a Registered Name even though it does not appear in a zone file (e.g., a registered but inactive name).

1.8 "Registered Name Holder" means the holder of a Registered Name.

1.9 The word "Registrar," when appearing with an initial capital letter, refers to [Registrar Name], a party to this Agreement.

1.10 The word "registrar," when appearing without an initial capital letter, refers to a person or entity that contracts with Registered Name Holders and with a Registry Operator and collects registration data about the Registered Name Holders and submits registration information for entry in the Registry Database.

1.11 "Registrar Services" means services provided by a registrar in connection with a TLD (Top Level Domain) as to which it has an agreement with the TLD (Top Level Domain)'s Registry Operator, and includes contracting with Registered Name Holders, collecting registration data about the Registered Name Holders, and submitting registration information for entry in the Registry Database.

1.12 "Registry Data" means all Registry Database data maintained in electronic form, and shall include TLD (Top Level Domain) Zone-File Data, all data used to provide Registry Services and submitted by registrars in electronic form, and all other data used to provide Registry Services concerning particular domain name registrations or nameservers maintained in electronic form in a Registry Database.

1.13 "Registry Database" means a database comprised of data about one or more DNS (Domain Name System) domain names within the domain of a registry that is used to generate either DNS (Domain Name System) resource records that are published authoritatively or responses to domain-name availability lookup requests or Whois queries for some or all of those names.

1.14 A "Registry Operator" is the person or entity then responsible, in accordance with an agreement between ICANN

Numbers) policy, established according to Section 4, governing bulk access to the data subject to public access under Subsection 3.3.1, or (b) demonstration, to the satisfaction of ICANN (Internet Corporation for Assigned Names and Numbers), that no individual or entity is able to exercise market power with respect to registrations or with respect to registration data used for development of value-added products and services by third parties.

3.3.8 To comply with applicable statutes and regulations and for other reasons, ICANN (Internet Corporation for Assigned Names and Numbers) may from time to time adopt policies and specifications establishing limits (a) on the Personal Data concerning Registered Names that Registrar may make available to the public through a public-access service described in this Subsection 3.3 and (b) on the manner in which Registrar may make such data available. In the event ICANN (Internet Corporation for Assigned Names and Numbers) adopts any such policy, Registrar shall abide by it.

3.4 Retention of Registered Name Holder and Registration Data.

3.4.1 During the Term of this Agreement, Registrar shall maintain its own electronic database, as updated from time to time, containing data for each active Registered Name sponsored by it within each TLD (Top Level Domain) for which it is accredited. The data for each such registration shall include the elements listed in Subsections 3.3.1.1 through 3.3.1.8; the name and (where available) postal address, e-mail address, voice telephone number, and fax number of the billing contact; and any other Registry Data that Registrar has submitted to the Registry Operator or placed in the Registry Database under Subsection 3.2. Also, Registrar shall either (1) include in the database the name and postal address, e-mail address, and voice telephone number provided by the customer of any privacy service or licensee of any proxy registration service offered or made available by Registrar or its affiliate companies in connection with each registration or (2) display a conspicuous notice to such customers at the time an election is made to utilize such privacy or proxy service that their data is not being escrowed.

3.4.2 During the Term of this Agreement and for three (3) years thereafter, Registrar (itself or by its agent(s)) shall maintain the following records relating to its dealings with the Registry Operator(s) and Registered Name Holders:

3.4.2.1 In electronic form, the submission date and time, and the content, of all registration data (including updates) submitted in electronic form to the Registry Operator(s);

3.4.2.2 In electronic, paper, or microfilm form, all written communications constituting registration applications, confirmations, modifications, or terminations and related correspondence with Registered Name Holders, including registration contracts; and

3.4.2.3 In electronic form, records of the accounts of all Registered Name Holders with Registrar, including dates and amounts of all payments and refunds.

3.4.3 During the Term of this Agreement and for three (3) years thereafter, Registrar shall make these records available for inspection and copying by ICANN (Internet Corporation for Assigned Names and Numbers) upon reasonable notice. ICANN (Internet Corporation for Assigned Names and Numbers) shall not disclose the content of such records except as expressly permitted by an ICANN (Internet Corporation for Assigned Names and Numbers) specification or policy.

3.4.4 Notwithstanding any other requirement in this Agreement, Registrar shall not be obligated to

maintain records relating to a domain registration beginning on the date three (3) years following the domain registration's deletion or transfer away to a different registrar.

3.5 Rights in Data. Registrar disclaims all rights to exclusive ownership or use of the data elements listed in Subsections 3.2.1.1 through 3.2.1.3 for all Registered Names submitted by Registrar to the Registry Database for, or sponsored by Registrar in, each TLD (Top Level Domain) for which it is accredited. Registrar does not disclaim right in the data elements listed in Subsections 3.2.1.4 through 3.2.1.6 and Subsections 3.3.1.3 through 3.3.1.8 concerning active Registered Names sponsored by it in each TLD (Top Level Domain) for which it is accredited, and agrees to grant non-exclusive, irrevocable, royalty-free licenses to make use of and disclose the data elements listed in Subsections 3.2.1.4 through 3.2.1.6 and 3.3.1.3 through 3.3.1.8 for the purpose of providing a service or services (such as a Whois service under Subsection 3.3.4) providing interactive, query-based public access. Upon a change of sponsorship from Registrar of any Registered Name in a TLD (Top Level Domain) for which it is accredited, Registrar acknowledges that the registrar gaining sponsorship shall have the rights of an owner to the data elements listed in Subsections 3.2.1.4 through 3.2.1.6 and 3.3.1.3 through 3.3.1.8 concerning that Registered Name, with Registrar retaining the rights of an owner in that data. Nothing in this Subsection prohibits Registrar from (1) restricting bulk public access to data elements in a manner consistent with this Agreement and any ICANN (Internet Corporation for Assigned Names and Numbers) specifications or policies or (2) transferring rights it claims in data elements subject to the provisions of this Subsection.

3.6 Data Escrow. During the Term of this Agreement, on a schedule, under the terms, and in the format specified by ICANN (Internet Corporation for Assigned Names and Numbers), Registrar shall submit an electronic copy of the database described in Subsection 3.4.1 to ICANN (Internet Corporation for Assigned Names and Numbers) or, at Registrar's election and at its expense, to a reputable escrow agent mutually approved by Registrar and ICANN (Internet Corporation for Assigned Names and Numbers), such approval also not to be unreasonably withheld by either party. The data shall be held under an agreement among Registrar, ICANN (Internet Corporation for Assigned Names and Numbers), and the escrow agent (if any) providing that (1) the data shall be received and held in escrow with no use other than verification that the deposited data is complete, consistent, and in proper format, until release to ICANN (Internet Corporation for Assigned Names and Numbers); (2) the data shall be released from escrow upon expiration without renewal or termination of this Agreement; and (3) ICANN (Internet Corporation for Assigned Names and Numbers)'s rights under the escrow agreement shall be assigned with any assignment of this Agreement. The escrow shall provide that in the event the escrow is released under this Subsection, ICANN (Internet Corporation for Assigned Names and Numbers) (or its assignee) shall have a non-exclusive, irrevocable, royalty-free license to exercise (only for transitional purposes) or have exercised all rights necessary to provide Registrar Services.

3.7 Business Dealings, Including with Registered Name Holders.

3.7.1 In the event ICANN (Internet Corporation for Assigned Names and Numbers) adopts a specification or policy, supported by a consensus of ICANN-Accredited registrars, establishing or approving a Code of Conduct for ICANN-Accredited registrars, Registrar shall abide by that Code.

3.7.2 Registrar shall abide by applicable laws and governmental regulations.

3.7.3 Registrar shall not represent to any actual or potential Registered Name Holder that Registrar enjoys access to a registry for which Registrar is Accredited that is superior to that of any other registrar Accredited for that registry.

3.7.4 Registrar shall not activate any Registered Name unless and until it is satisfied that it has received a reasonable assurance of payment of its registration fee. For this purpose, a charge to a credit card, general commercial terms extended to creditworthy customers, or other mechanism providing a similar level of assurance of payment shall be sufficient, provided that the obligation to pay becomes final and non-revocable by the Registered Name Holder upon activation of the registration.

3.7.5 At the conclusion of the registration period, failure by or on behalf of the Registered Name Holder to consent that the registration be renewed within the time specified in a second notice or reminder shall, in the absence of extenuating circumstances, result in cancellation of the registration by the end of the auto-renew grace period (although Registrar may choose to cancel the name earlier).

3.7.5.1 Extenuating circumstances are defined as: UDRP (Uniform Domain-Name Dispute Resolution Policy) action, valid court order, failure of a Registrar's renewal process (which does not include failure of a registrant to respond), the domain name is used by a nameserver that provides DNS (Domain Name System) service to third-parties (additional time may be required to migrate the records managed by the nameserver), the registrant is subject to bankruptcy proceedings, payment dispute (where a registrant claims to have paid for a renewal, or a discrepancy in the amount paid), billing dispute (where a registrant disputes the amount on a bill), domain name subject to litigation in a court of competent jurisdiction, or other circumstance as approved specifically by ICANN (Internet Corporation for Assigned Names and Numbers).

3.7.5.2 Where Registrar chooses, under extenuating circumstances, to renew a domain name without the explicit consent of the registrant, the registrar must maintain a record of the extenuating circumstances associated with renewing that specific domain name for inspection by ICANN (Internet Corporation for Assigned Names and Numbers) consistent with clauses 3.4.2 and 3.4.3 of this registrar accreditation agreement.

3.7.5.3 In the absence of extenuating circumstances (as defined in Section 3.7.5.1 above), a domain name must be deleted within 45 days of either the registrar or the registrant terminating a registration agreement.

3.7.5.4 Registrar shall provide notice to each new registrant describing the details of their deletion and auto-renewal policy including the expected time at which a non-renewed domain name would be deleted relative to the domain's expiration date, or a date range not to exceed ten (10) days in length. If a registrar makes any material changes to its deletion policy during the period of the registration agreement, it must make at least the same effort to inform the registrant of the changes as it would to inform the registrant of other material changes to the registration agreement (as defined in clause 3.7.7 of the registrars accreditation agreement).

3.7.5.5 If Registrar operates a website for domain name registration or renewal, details of Registrar's deletion and auto-renewal policies must be clearly displayed on the website.

3.7.5.6 If Registrar operates a website for domain registration or renewal, it should state, both at the time of registration and in a clear place on its website, any fee charged for the recovery of a domain name during the Redemption Grace Period.

3.7.5.7 In the event that a domain which is the subject of a UDRP (Uniform Domain-Name Dispute Resolution Policy) dispute is deleted or expires during the course of the dispute, the complainant in the UDRP (Uniform Domain-Name Dispute Resolution Policy) dispute will have the option to renew or restore the name under the same commercial terms as the registrant. If the complainant renews or restores the name, the name will be placed in Registrar HOLD and Registrar LOCK status,

reasonable legal fees and expenses) arising out of or related to the Registered Name Holder's domain name registration.

3.7.8 Registrar shall abide by any specifications or policies established according to Section 4 requiring reasonable and commercially practicable (a) verification, at the time of registration, of contact information associated with a Registered Name sponsored by Registrar or (b) periodic re-verification of such information. Registrar shall, upon notification by any person of an inaccuracy in the contact information associated with a Registered Name sponsored by Registrar, take reasonable steps to investigate that claimed inaccuracy. In the event Registrar learns of inaccurate contact information associated with a Registered Name it sponsors, it shall take reasonable steps to correct that inaccuracy.

3.7.9 Registrar shall abide by any ICANN (Internet Corporation for Assigned Names and Numbers) adopted specifications or policies prohibiting or restricting warehousing of or speculation in domain names by registrars.

3.7.10 Nothing in this Agreement prescribes or limits the amount Registrar may charge Registered Name Holders for registration of Registered Names.

3.8 Domain-Name Dispute Resolution. During the Term of this Agreement, Registrar shall have in place a policy and procedures for resolution of disputes concerning Registered Names. Until different policies and procedures are established by ICANN (Internet Corporation for Assigned Names and Numbers) under Section 4, Registrar shall comply with the Uniform Domain Name Dispute Resolution Policy identified on ICANN (Internet Corporation for Assigned Names and Numbers)'s website (www.icann.org/general/consensus-policies.htm).

3.9 Accreditation Fees. As a condition of accreditation, Registrar shall pay accreditation fees to ICANN (Internet Corporation for Assigned Names and Numbers). These fees consist of yearly and variable fees.

3.9.1 Yearly Accreditation Fee. Registrar shall pay ICANN (Internet Corporation for Assigned Names and Numbers) a yearly accreditation fee in an amount established by the ICANN (Internet Corporation for Assigned Names and Numbers) Board of Directors, in conformity with ICANN (Internet Corporation for Assigned Names and Numbers)'s bylaws and articles of incorporation. This yearly accreditation fee shall not exceed US\$4,000. Payment of the yearly fee shall be due within thirty (30) days after invoice from ICANN (Internet Corporation for Assigned Names and Numbers), provided that Registrar may elect to pay the yearly fee in four (4) equal quarterly installments.

3.9.2 Variable Accreditation Fee. Registrar shall pay the variable accreditation fees established by the ICANN (Internet Corporation for Assigned Names and Numbers) Board of Directors, in conformity with ICANN (Internet Corporation for Assigned Names and Numbers)'s bylaws and articles of incorporation, provided that in each case such fees are reasonably allocated among all registrars that contract with ICANN (Internet Corporation for Assigned Names and Numbers) and that any such fees must be expressly approved by registrars accounting, in the aggregate, for payment of two-thirds of all registrar-level fees. Registrar shall pay such fees in a timely manner for so long as all material terms of this Agreement remain in full force and effect, and notwithstanding the pendency of any dispute between Registrar and ICANN (Internet Corporation for Assigned Names and Numbers).

3.9.3 For any payments thirty (30) days or more overdue, Registrar shall pay interest on late payments at the rate of 1.5% per month or, if less, the maximum rate permitted by applicable law from later of the date of the invoice or the date the invoice is sent pursuant to Section 5.11 of this Agreement. On reasonable notice given by ICANN (Internet Corporation for Assigned Names and Numbers) to Registrar, accountings submitted by Registrar shall be subject to verification by an audit

of Registrar's books and records by an independent third-party that shall preserve the confidentiality of such books and records (other than its findings as to the accuracy of, and any necessary corrections to, the accountings).

3.10 Insurance. Registrar shall maintain in force commercial general liability insurance with policy limits of at least US\$500,000 covering liabilities arising from Registrar's registrar business during the term of this Agreement.

3.11 Obligations of Registrars under common controlling interest. Registrar shall be in breach of this Agreement if:

3.11.1 ICANN (Internet Corporation for Assigned Names and Numbers) terminates an Affiliated Registrar's accreditation agreement with ICANN (Internet Corporation for Assigned Names and Numbers) (an "Affiliate Termination");

3.11.2 Affiliated Registrar has not initiated arbitration challenging ICANN (Internet Corporation for Assigned Names and Numbers)'s right to terminate the Affiliated Registrar's accreditation agreement under Section 5.6 of this Agreement, or has initiated such arbitration and has not prevailed;

3.11.3 the Affiliate Termination was the result of misconduct that materially harmed consumers or the public interest;

3.11.4 a second Affiliated Registrar has pursued, after the Affiliate Termination, the same course of conduct that resulted in the Affiliate Termination; and

3.11.5 ICANN (Internet Corporation for Assigned Names and Numbers) has provided Registrar with written notice that it intends to assert the provisions of this Section 3.11 with respect to Registrar, which notice shall identify in reasonable detail the factual basis for such assertion, and Registrar has failed to cure the impugned conduct within fifteen (15) days of such notice.

3.12 Obligations of Third-Party Resellers. If Registrar enters into an agreement with a reseller of Registrar Services provide Registrar Services ("Reseller"), such agreement must include at least the following provisions:

3.12.1 Reseller is prohibited from displaying the ICANN (Internet Corporation for Assigned Names and Numbers) or ICANN-Accredited Registrar logo, or from otherwise representing itself as accredited by ICANN (Internet Corporation for Assigned Names and Numbers) unless it has written permission from ICANN (Internet Corporation for Assigned Names and Numbers) to do so.

3.12.2 Any registration agreement used by reseller shall include all registration agreement provisions and notices required by the ICANN (Internet Corporation for Assigned Names and Numbers) Registrar Accreditation Agreement and any ICANN (Internet Corporation for Assigned Names and Numbers) Consensus Policies, and shall identify the sponsoring registrar or provide a means for identifying the sponsoring registrar, such as a link to the InterNIC Whois lookup service.

3.12.3 Reseller shall identify the sponsoring registrar upon inquiry from the customer.

3.12.4 Reseller shall ensure that the identity and contact information provided by the customer of any privacy or proxy registration service offered or made available by reseller in connection with each registration will be deposited with Registrar or held in escrow or, alternatively, display a conspicuous notice to such customers at the time an election is made to utilize such privacy or proxy service that their data is not being escrowed. Where escrow is used, the escrow agreement will provide, at a minimum, that data will be released to registrar in the event reseller breaches the reseller agreement, and such breach is harmful to consumers or the public interest. In the event that ICANN (Internet Corporation for Assigned Names and Numbers) makes available a program granting recognition to resellers that escrow privacy or proxy registration data as detailed above, and reseller meets any

other criteria established by ICANN (Internet Corporation for Assigned Names and Numbers) in accordance with its Bylaws, reseller shall be permitted to apply to ICANN (Internet Corporation for Assigned Names and Numbers) for such recognition.

3.12.5 To the extent that Registrar is obligated to provide a link to an ICANN (Internet Corporation for Assigned Names and Numbers) webpage, as detailed in subsection 3.15 below, Reseller also shall be under an obligation to provide such linkage.

3.12.6 If Registrar becomes aware that such a Reseller is in breach of any of the provisions of Section 3.12 of this Agreement, Registrar shall take reasonable steps to notify the Reseller that it is in breach of the reseller agreement and that Registrar has the right to terminate such agreement.

3.13 Registrar Training. Registrar's primary contact as identified in Subsection 5.11 below or designee (so long as that designee is employed by Registrar or an Affiliated Registrar) shall complete a training course covering registrar obligations under ICANN (Internet Corporation for Assigned Names and Numbers) policies and agreements. The training course will be developed in consultation with registrars. The course will be provided by ICANN (Internet Corporation for Assigned Names and Numbers) at no expense to Registrar, and shall be available in an online form:

3.14 Registrar Audits. Registrar shall, upon no less than fifteen (15) days notice and as part of any reasonable contractual compliance audit, (1) timely provide the documents and information known by Registrar necessary to demonstrate compliance with the terms of this Agreement; and (2) permit ICANN (Internet Corporation for Assigned Names and Numbers) to conduct site visits in compliance with all applicable laws to assess compliance with the terms of this Agreement, provided that ICANN (Internet Corporation for Assigned Names and Numbers), in its notice states the specific compliance audit that it intends to conduct. ICANN (Internet Corporation for Assigned Names and Numbers) shall not disclose Registrar confidential information gathered through such audits except as expressly permitted by an ICANN (Internet Corporation for Assigned Names and Numbers) specification or policy. If such specification or policy permits such disclosure, ICANN (Internet Corporation for Assigned Names and Numbers) will provide Registrar no less than fifteen (15) days notice of its intent to disclose such information. Such notice shall include to whom and in what manner ICANN (Internet Corporation for Assigned Names and Numbers) plans to disclose such information.

3.15 In the event that ICANN (Internet Corporation for Assigned Names and Numbers) gives reasonable notice to Registrar that ICANN (Internet Corporation for Assigned Names and Numbers) has published a webpage that identifies available registrant rights and responsibilities, and the content of such webpage is developed in consultation with registrars, Registrar shall provide a link to the webpage on any website it may operate for domain name registration or renewal clearly displayed to its Registered Name Holders at least as clearly as its links to policies or notifications required to be displayed under ICANN (Internet Corporation for Assigned Names and Numbers) Consensus Policies.

3.16 Registrar shall provide on its web site its accurate contact details including a valid email and mailing address.

4. PROCEDURES FOR ESTABLISHMENT OR REVISION OF SPECIFICATIONS AND POLICIES.

4.1 Registrar's Ongoing Obligation to Comply With New or Revised Specifications and Policies. During the Term of this Agreement, Registrar shall comply with the terms of this Agreement on the schedule set forth in Subsection 4.4 with

4.1.1 new or revised specifications (including forms of agreement to which Registrar is a party) and policies established by ICANN (Internet Corporation for Assigned Names and Numbers) as Consensus Policies in the manner described in Subsection 4.3,

4.1.2 in cases where:

relating to the proposal) that (i) documents the extent of agreement and disagreement among impacted groups, (ii) documents the outreach process used to seek to achieve adequate representation of the views of groups that are likely to be impacted, and (iii) documents the nature and intensity of reasoned support and opposition to the proposed policy.

4.3.2 In the event that Registrar disputes the presence of such a consensus, it shall seek review of that issue from an Independent Review Panel established under ICANN (Internet Corporation for Assigned Names and Numbers)'s bylaws. Such review must be sought within fifteen (15) working days of the publication of the Board's action establishing the policy. The decision of the panel shall be based on the report and supporting materials required by Subsection 4.3.1. In the event that Registrar seeks review and the Independent Review Panel sustains the Board's determination that the policy is based on a consensus among Internet stakeholders represented in the ICANN (Internet Corporation for Assigned Names and Numbers) process, then Registrar must implement such policy unless it promptly seeks and obtains a stay or injunctive relief under Subsection 5.6.

4.3.3 If, following a decision by the Independent Review Panel convened under Subsection 4.3.2, Registrar still disputes the presence of such a consensus, it may seek further review of that issue within fifteen (15) working days of publication of the decision in accordance with the dispute resolution procedures set forth in Subsection 5.6; provided, however, that Registrar must continue to implement the policy unless it has obtained a stay or injunctive relief under Subsection 5.6 or a final decision is rendered in accordance with the provisions of Subsection 5.6 that relieves Registrar of such obligation. The decision in any such further review shall be based on the report and supporting materials required by Subsection 4.3.1.

4.3.4 A specification or policy established by the ICANN (Internet Corporation for Assigned Names and Numbers) Board of Directors on a temporary basis, without a prior recommendation by the council of an ICANN (Internet Corporation for Assigned Names and Numbers) Supporting Organization, shall also be considered to be a Consensus Policy if adopted by the ICANN (Internet Corporation for Assigned Names and Numbers) Board of Directors by a vote of at least two-thirds of its members, so long as the Board reasonably determines that immediate temporary establishment of a specification or policy on the subject is necessary to maintain the operational stability of Registrar Services, Registry Services, the DNS (Domain Name System), or the Internet, and that the proposed specification or policy is as narrowly tailored as feasible to achieve those objectives. In establishing any specification or policy under this provision, the ICANN (Internet Corporation for Assigned Names and Numbers) Board of Directors shall state the period of time for which the specification or policy is temporarily adopted and shall immediately refer the matter to the appropriate Supporting Organization for its evaluation and review with a detailed explanation of its reasons for establishing the temporary specification or policy and why the Board believes the policy should receive the consensus support of Internet stakeholders. If the period of time for which the specification or policy is adopted exceeds ninety (90) days, the Board shall reaffirm its temporary establishment every ninety (90) days for a total period not to exceed one (1) year, in order to maintain such specification or policy in effect until such time as it meets the standard set forth in Subsection 4.3.1. If the standard set forth in Subsection 4.3.1 is not met within the temporary period set by the Board, or the council of the Supporting Organization to which it has been referred votes to reject the temporary specification or policy, it will no longer be a "Consensus Policy."

4.3.5 For all purposes under this Agreement, the policies specifically identified by ICANN (Internet Corporation for Assigned Names and Numbers) on its website (www.icann.org/general/consensus-policies.htm) at the date of this Agreement as having been adopted by the ICANN (Internet Corporation for Assigned Names and Numbers) Board of Directors before the date of this Agreement

If to ICANN (Internet Corporation for Assigned Names and Numbers), addressed to:

Internet Corporation for Assigned Names and Numbers
4676 Admiralty Way, Suite 330
Marina del Rey, California 90292 USA
Attention: Registrar Accreditation Notices
Telephone: 1/310/823-9358
Facsimile: 1/310/823-8649

If to Registrar, addressed to:

[Registrar Name]
[Courier Address]
[Mailing Address]
Attention: [contact person]
Registrar Website URL (Uniform Resource Locator): [URL (Uniform Resource Locator)]
Telephone: [telephone number]
Facsimile: [fax number]
e-mail: [e-mail address]

5.12 Dates and Times. All dates and times relevant to this Agreement or its performance shall be computed based on the date and time observed in Los Angeles, California, USA.

5.13 Language. All notices, designations, and specifications made under this Agreement shall be in the English language.

5.14 Amendments and Waivers. No amendment, supplement, or modification of this Agreement or any provision hereof shall be binding unless executed in writing by both parties. No waiver of any provision of this Agreement shall be binding unless evidenced by a writing signed by the party waiving compliance with such provision. No waiver of any of the provisions of this Agreement shall be deemed or shall constitute a waiver of any other provision hereof, nor shall any such waiver constitute a continuing waiver unless otherwise expressly provided.

5.15 Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

5.16 Entire Agreement. Except to the extent (a) expressly provided in a written agreement executed by both parties concurrently herewith or (b) of written assurances provided by Registrar to ICANN (Internet Corporation for Assigned Names and Numbers) in connection with its Accreditation, this Agreement (including the appendices, which form part of it) constitutes the entire agreement of the parties pertaining to the accreditation of Registrar and supersedes all prior agreements, understandings, negotiations and discussions, whether oral or written, between the parties on the subject.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed in duplicate by their duly authorized representatives.

ICANN (Internet Corporation for Assigned Names and Numbers)

By: _____

[Registrar]

By: _____

Name: _____

Title: _____

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Registrar Accreditation Agreement

(17 May 2001)

(Additional appendices posted on 2002 - 2006)

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