



35 In that agreement, it promises to perform certain actions and things, to all and for every ones  
36 benefit, anywhere in the world, or being in any jurisdiction it has influence, but not limited to any  
37 specific jurisdiction, but all of them, for the protecting of the legal interests and rights of the general  
38 public, and guaranteeing the legal, ethical and moral use of the internet. Not to just one person, but  
39 to all persons that use or may use such services ICANN oversees. As noted in a copy of its public  
40 statements and advertising of.

41 ICANN may or may not have any physical presence in this jurisdiction, but it has income for its  
42 operations and influence, which can be levied by this court, and it further directs an entity, within  
43 this and other jurisdictions, operating in this jurisdiction and others, and further restricts certain  
44 legal movements of those entities whether legal or not, and to all other citizens and entities, in  
45 connection with the internet, including in Arizona, that being applicable to all people, in this  
46 jurisdiction, like godaddy of Scottsdale Az. along with others affiliates of ICANN's, within this  
47 jurisdiction.

48 It charges for, (in its own name), a fee for these services which it offers, to Arizonians and others, it  
49 then charges a fee for ICANN's own benefit, to those people in this jurisdiction for the privilege of its  
50 presence of any kind, and for any aid it may give to anyone, evidence by its un-restricted complaint  
51 resolution form, made available to all, on its website, and in such, making some sort of profit  
52 directly off this community, and other communities, (evidenced by a copy of a statement of  
53 allocation of funds, made by and on behalf of defendants, thru an affiliate) being that it states its  
54 non-profit or otherwise, makes no difference, it must share in, and be a part of, any responsibly it or  
55 others would normally have, in and to or for this jurisdiction for that privilege, and in further  
56 enshrining itself, for its presence and influence over local entities, business or persons. Being in  
57 another jurisdiction would be fine, and then only subject to any ramifications for its acts there, in  
58 and for that jurisdiction, and if it stated and limits itself to that other jurisdiction, that would also be  
59 fine, but it did not limit its influence and liabilities, to this and any one location but too many.

60 It is of common knowledge and has been for many decades, and also widely published, that it is of a  
61 common practice, to avoid tax's and any other rules or laws of any kind, for any particular  
62 jurisdiction or local, to incorporate or establish itself in a more friendly place, and do business of  
63 some sort in that and or other places, whether it be directly or by segregates or affiliates of some  
64 nature. Defendant does collect a fee and has assets in this jurisdiction; also it has installed or uses  
65 such segregates for part or some of its services in the State of Arizona, for the benefit of itself, and  
66 other entities in Arizona and therefore has a presence of some kind within this jurisdiction.  
67 (Evidenced by, the attached statement of income and benefit to it).

68  
69 To side with the defendant in this matter would effectively say to any and every one, they could do  
70 anything they wish In this community, and stand outside from this area or jurisdiction and plead  
71 immunity for any and all its actions while gaining profits of some sort for its activities, legal or  
72 otherwise here.

73 ICANN itself, states in writing that, by statements located on one of its websites, and plaintiff notes  
74 there could be more than one website it controls, that it strives to protect the general public, and  
75 build confidence in the safety and legal operation of the internet, which then it pertains to all  
76 jurisdictions, not just one or a few, but all. And nowhere does it say or point to only one specific area

77 or jurisdictions, including this one. And further, I am one of those general public, where it is bound  
78 to protect, and it hasn't done so. Plaintiff then wonders where and how, and in what way that  
79 protection is given. (Copy of its statements attached)  
80 ICANN then lacks any apparent policing power to effect its goals agreed to in its agreement with the  
81 Dept. of Commerce, that it suggests it has, to accomplish that and any goal of protection, and insure  
82 that any policy it may design and implement is implemented properly and legal, and in doing so  
83 insuring that the general public is not abused for any salacious purpose by anyone. If it had such  
84 power it would be evident. Further plaintiff being a citizen of this community and any occurrence it  
85 complains of, took place and has affected plaintiff in this jurisdiction, then if not the place of  
86 occurrence then where.

87  
88 Defendant ICANN, and or others responsible in directing of its operation, are not a tax authority and  
89 then not having the legal right to impose any mandatory tax on anyone, (then it must be a fee for  
90 services), for the use of the internet in which by doing that, it then would be in violation of current  
91 law. As it has every right to collect any fee for services rendered, if it's legal and legitimate, though it  
92 must be voluntary of some sort to the public and for legal purposes.

93  
94 ICANN itself, not being a law making agency, whereas that function, is left up to the U S and States  
95 congress's, then it does not have the right to impose any policy with the effect of law on anyone or  
96 all persons, for any mandatory purpose, for which the public or anyone else cannot elect to  
97 subscribe to it, such a policy, making it mandatory, may be contrary to establish law.  
98 ICANN, or any of its subordinates or affiliates, may not adopt or institute any illegal action for any  
99 purpose, illegal or otherwise.

100  
101 On Goran Marby, counsel for the defense, states Mr. Marby should not be held responsible for  
102 his acts for some reason. Regardless, if he, Mr. Marby is a foreign national or not, that is not  
103 important, or has any bearing on or any weight on this matter. Mr. Marby took a position of  
104 authority in a U S based company, and then is responsible for that Corporation's or business's  
105 actions, and further he resides here, in the US at least part time. And being a non-profit or not  
106 doesn't give any excuse or license to anyone, that being the person of Mr. Marby or others from  
107 good or bad acting, and then he is still liable for any of the entities acts, legal or otherwise.  
108 Plaintiff agrees that being a person visiting from another place, he deserves to be left alone and go  
109 without being molested in any fashion, and further plaintiff hopes that Mr. Marby can and will enjoy  
110 his stay and experiences in our country. But then again regardless of where someone is from, it still  
111 means they need to abide by any and all laws of that place visited. Mr. Marby is no more subject to  
112 suet of any kind, referring to any bad acting if any, regarding his actions here more so than he would  
113 be in his home area.

114 If for any reason the court dismisses the matter based on citizenship, regarding Mr. Marby, as not  
115 being a citizen of the U S then it may as well state, that any and every one from other countries or  
116 anywhere would be immune to any action legal or otherwise for their acts and then free to do and  
117 engage in any activity without regard to its being legal or illegal.

119 Defendant and thru its counsel has stated that ICANN does not do or have any business within  
120 Arizona or any of its jurisdictions, and has no assets or ties to this jurisdiction. Whereas in fact it has  
121 to have such business ties in some way to fulfil its function as agreed. Yet it charges a fee for its  
122 services and operations, for its benefit, in this jurisdiction, which plaintiff pays and assumes it must.  
123 And through ICANNs own writings, and public advertising, in those services, includes conflict  
124 resolutions of some sort for its patron's benefit, for which it has not done with this patron, when  
125 required, misdirecting assets from one person to another.  
126 Such fee then collected either directly or indirectly through its segregates or affiliates, in its own  
127 name, constituting the classic definition of doing business in, as shown with certain attachments  
128 here.

129  
130 Defendant, by and through its counsel, has stated that plaintiff has not stated any claim for which  
131 relief can be rendered, but with defendants having been notified at least three times of plaintiffs  
132 concerns and is fully aware of the nature of the complaint.

133 But to further explain to this court the nature of the complaint and its subject matter. Plaintiff shall  
134 state the issue further.

135  
136 First, for the action of nonfeasance, item 3, and stated by plaintiff. Regarding Plaintiffs complaint:

137 3a, the defendant also is guilty of Nonfeasance by the act of not performing any act when it could, to  
138 prevent any harm in any way to plaintiff, contrary to its own bylaws and mission statement.

139 In theory, misfeasance is distinct from Nonfeasance. *Nonfeasance* is a term that describes a failure  
140 to act that may results in harm to another party. Misfeasance, by contrast, describes some  
141 affirmative act that, though legal, causes harm. In practice, the distinction is confusing and  
142 uninstrucive. Courts often have difficulty determining whether harm resulted from a failure to act  
143 or from an act that was improperly performed.

144 To illustrate, consider the example of the wet bathroom floor. One court could call a resulting  
145 injury the product of misfeasance by focusing on the wetness of the floor. The washing of the floor  
146 was legal, but the act of leaving the floor wet was improper. Another court could call a resulting injury  
147 the product of nonfeasance by focusing on the janitor's failure to post a warning sign.

148 Defendant, given at least 3 separate submissions to ICANN, (samples included) to act on the  
149 complaints made to it, by this plaintiff and others, and then disclosing by the plaintiff, the full nature  
150 and clearly identifying the issue spoken of, and ICANN failing to act as it says it can, shirked it's duty  
151 and then by that lack of action causing great harm to plaintiff in losing his property and all of its  
152 possibilities, including plaintiff's reputation, stability of presence to others, and income, is guilty of  
153 nonfeasance, as evidenced by sample copies of correspondence to ICANN. In the summer of 2016  
154 then again in the fall of 2016 and another time in the late winter of 2017 instituted on the plaintiff's  
155 behalf by an internet service provider, thinking that ICANN is by and through its mission statements,  
156 clearly made available to the general public and others, is and was the place for this type of matter.

157

158 Defendants then are guilty of malfeasance for:

159 1a, Malfeasance occurs when, any person or entity acts in a way to harm, or discredited in any way that  
160 creditability or the loss of assets of another by virtue of any act known or unknown by the perpetrator.

161 (Generally, a civil defendant will be liable for misfeasance if the defendant owed a duty of care  
162 toward the plaintiff, the defendant breached that duty of care by improperly performing a legal act,  
163 and the improper performance resulted in harm to the plaintiff.

164 For example, assume that a janitor is cleaning a restroom in a restaurant. If he leaves the floor  
165 wet, he, or his employer, could be liable for any injuries resulting from the wet floor. This is because  
166 the janitor owed a duty of care toward users of the restroom, and he breached that duty by leaving  
167 the floor wet.

168 Defendant having adopted and subscribed to, and then placing it into public view and then  
169 mandated its use, contrary to long standing privacy and shine the light statutes, which states, no  
170 one can cause the release of certain information that can be used to harm another in anyway, then  
171 put into effect a flawed WHOIS policy that caused and then requiring certain information be made  
172 public for which that information could and may be used by other for any illicit purpose. Mandating  
173 such WHOIS policy, then gave Namecheap, a registrant, under the influence of defendant, and  
174 others an excuse to use it, too illicitly and for bad purposes of misappropriation and or theft or  
175 Larceny of any kind either known and on purpose or through error. Such action on the part of  
176 defendant has caused great harm and loss of revenue to plaintiff.

177  
178 Defendant then is guilty of aiding and abetting by:

179 Aiding and Abetting occurs when a person or entity allows for the commission of an event, whereas  
180 certain known policies or procedures allows for and aid in the theft or misappropriation of another's  
181 property with full knowledge of the act. Complicity is seen by various and numerous e mail  
182 communications with defendant.

183 (The guilt of a person in a criminal or civil case may be proved without evidence that he personally did,  
184 every act involved, in and with the commission of the crime or event charged. The law recognizes that,  
185 ordinarily, anything a person can do for himself may also be accomplished through direction of another person  
186 as an agent, or by acting together with them, or under the direction of, another person or persons in a joint  
187 effort. Whereas defendant, has contracted with and then has being responsible for any acts done in its name,  
188 by certain other entities under its influence in any way. Compensation for the act or acts may be in the form  
189 others than monetary; it may be for a favor or some other future act or gratuity of some sort.

190 So, if it acts or as in the conduct of an agent, employee or other associate of the person are willfully  
191 directed or authorized by the person, or if the person aids and abets another person by willfully joining  
192 together with that person in the commission of a crime, then the law holds the person responsible for the  
193 conduct of that other person just as though that person had engaged in such conduct himself. Notice,  
194 however, that before any person can be held criminally responsible for the conduct of others it is necessary  
195 that the person willfully associate himself in some way with the crime, and willfully participate in it. Defendant  
196 willfully associated its self by allowing its name to be used by the actual perpetrator, so as to inject, into the

197 people's minds, some sort of credibility of the actual perpetrator. Also by contract with the perpetrators that  
198 they will not engage in or allow an illegal act, or in any way cause harm to others. )

199 By enacting certain provisions of a policy, it known as WHOIS and along with others, and defendant  
200 having adopted and subscribing to it/them, and then placing it/them into public view along with  
201 it/them being made mandated for its/there use with the effect of law, being illegal itself, and then  
202 also contrary to long standing privacy and shine the light statutes, which states, no one can cause  
203 the release certain information that can be used to do harm to another in anyway, then ICANN put  
204 into effect a flawed WHOIS policy requiring certain information, and then be made public for which  
205 that information could and may be used by others for illicit purposes, and was used by others for  
206 any illicit purpose. Mandating such WHOIS policy gave Namecheap a registrant, under the influence  
207 of defendant, and others an excuse to use it too illicitly and for bad purposes of misappropriation  
208 and or theft or any other Larceny of any kind either known and on purpose, or through the  
209 possibility of error. Such action on the part of defendant has then caused aid to another in causing  
210 great harm and loss of revenue, reputation and the stability of existence to the plaintiff. Although  
211 plaintiff has no argument with the use of certain information when it's used properly and with full  
212 consent of everyone involved, but in this case it was used for obvious bad and malicious purposes.  
213 The policy of WHOIS can be written and have the same effect it is intended, in another way to  
214 accomplish the same or presumed outcome, unless there is some other hidden intent of the policy  
215 not being told to the general public. This rewrite can be without any violation of any law or any ones  
216 expected privacy. In its current state it can be and was used in aiding any illicit activities.

217  
218

219 Plaintiff asks for certain relief that being:

220

221 For this and other reasons, I prey to the court for relief in the amount of \$49,990.00 for the multiple  
222 failures of the defendant and the harm which it has caused. Whereas has income in this jurisdiction  
223 that can be levied for the purpose of any settlement if needed, where ever it can be found, in this  
224 jurisdiction. And that the defendant shall be directed to pay any and all cost of bringing this un-  
225 necessary and unwanted action, and causing then, an un-wanted financial burden that the plaintiff  
226 would not have normally had to undertake. And that defendant is directed to help and aid in any  
227 way in regaining plaintiff's legal property, and then cause, to re-instate all of plaintiff's domains, as  
228 stated above, except as may be directed by plaintiff, and as they should normally appear as they  
229 were in April/May of 2016 and with full unfettered access to same, including the proper and correct  
230 original inception dates. And then by it, and cause somehow that the domains mentioned shall  
231 remain registered in that manner for life or at least twenty five (25) years and further that  
232 defendant; shall revisit its policies to correct any errors that may have been made. If any part of this  
233 complaint is founded to be null and void it shall not effect or void any other prevision.

234 The \$49,900.00 not being the entire amount plaintiff can expect, but only the limit this court has  
235 jurisdiction over, however it is comprised of the loss of stated and shown income to proper authorities  
236 and processed, previous income, reported to the IRS via previous tax submissions for slingframes.com.

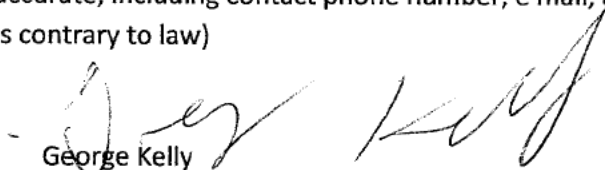
237 Reimbursement for actual court cost, yet to be determined, along with the loss of presumed income  
238 from the solicitation for and of income from memberships by 1,000's of present and past users to  
239 slingfantasy.com.

240 Although plaintiff understands and always has that ICANN is not a register in itself and shouldn't be, but  
241 should have some influence, in how it can and could regulate how these domains are maintained and  
242 owned which are: slingfantasy.com and .net, securesite10.com and slingframes.com, locked, then aid in  
243 restoring them to their original state, then doing the job that they are presumed to do, and kept from  
244 any kind of transfer from my name ownership of my property, which is only authorized by me or some  
245 legal authority for any misuse, other than knowingly failing to maintain and pay for them and or known  
246 abandonment by me, for a that certain period prescribe. I understand that I have to pay for them in  
247 some way, this requirement of this settlement and remedy was never for payment of any kind, just for  
248 that period they not to leave my possession by anything other than by my will.

249 Any revisiting of ICANNs policies was purely and only for informational purposes only, it stands to reason  
250 if there is some kind of flaw in any policy they would wish to correct them and take on any effort to  
251 correct them keeping them from any future exposure.

252 (Final statement of fact, George Kelly or anyone in his employee has not done anything illegal are in  
253 anyway fraudulent nor has there been any intent to do so. All information for whois is and was always  
254 accurate, including contact phone number, e mail, and us mailing address, though current whois policy  
255 is contrary to law)

256



257

George Kelly

258

Contact Information Redacted

259

260

261

262 Filed with the court on this day 26 of July 2017:

263

264

265 Copies on this day 27 July, 2017 mailed to:

266

267

Eric Enson

268

Jones Day

269

555 South Flower St. 50<sup>th</sup> floor

270

Los Angeles, CA 90071

271

272

Jonathan Dessales

273

5353 North 16<sup>th</sup> St.

274

#110

275

Phoenix, Arizona 85016

ICANN info 2

From: Compliance Tickets [mailto:compliance-tickets@icann.org]  
Sent: Tuesday, November 01, 2016 10:23 AM  
To: Contact Information Redacted  
Subject: [~CGO-232-47869]: Re: slingfantasy.com and others

Dear George Kelly,

Thank you for the attached message.

ICANN has looked into this matter and notes a Customer Service complaint was filed by you on 20 July 2016, but was subsequently closed by the system due to the format in which the relevant domain name was entered into the complaint form.

If you are having trouble renewing domain names prior to expiration, you may wish to review the information located here:  
<https://www.icann.org/resources/pages/renewal-2013-05-03-en>

If, after having reviewed the information above and believe the registrar has demonstrated non-compliance with the requirements under the 2013 Registrar Accreditation Agreement (RAA) and ICANN Consensus Policies, you may wish to file a complaint using the Domain Renewal Complaint Form, located here:  
<https://forms.icann.org/en/resources/compliance/complaints/renewal/form>

Please provide any specific and relevant information in the "Brief Description" field, but note that only one domain name may be included in the "Domain Name" field.

2013 RAA: <https://www.icann.org/resources/pages/approved-with-specs-2013-09-17-en>  
Consensus Policies:  
<https://www.icann.org/resources/pages/registrars/consensus-policies-en>

Sincerely,

ICANN Contractual Compliance



ICANN info

As an add-on to this matter please find attached additionally after filing with the civil court yesterday an additional document plus one thing that was missed by accident.

From: Compliance Tickets [mailto:compliance-tickets@icann.org]  
Sent: Wednesday, November 09, 2016 3:25 AM  
To: Contact Information Redacted  
Subject: [~VFF-606-74474]: Additional information for Renewal/Redemption complaint re: slingfantasy.com

Dear George Kelly and or Craig Butke,

Thank you for submitting a Renewal/Redemption complaint concerning the domain name slingfantasy.com. According to current public Whois data the domain name <slingfantasy.com> appears to be re-registered on 24 October 2016 and you may contact an ICANN-accredited registrar to learn more about your options for the domain name <slingfantasy.com>. For a list of all ICANN-accredited registrars, please go to <http://www.icann.org/registrar-reports/accredited-list.html>.

To determine whether ICANN has contractual authority to address your complaint under ICANN's Agreements and Consensus policies, please provide the following information before 16 November 2016:

- If your complaint refers to a previous registration period, please indicate the name of the registrar at the time of expiration;
- Please read the information available at <https://www.icann.org/resources/pages/renewal-2013-05-03-en> regarding registrars' obligations concerning domain name renewal/redemption and, if you believe that the previous registrar failed to comply with such obligations under the Expired Registration Recovery Policy (ERRP), please explain why and, if applicable, provide evidence(s); and
- Please provide all and any copies of communication with the registrar (or reseller, if applicable) (such as emails, customer service tickets, or date and time of telephone calls) regarding this issue.

EDDP: <https://www.icann.org/resources/pages/registars/accreditation/eddp-en>

ERRP: <https://www.icann.org/resources/pages/errp-2013-02-28-en>

Please send the information and records requested above via reply email (no more than 4 MB total) and do not change the email subject heading.

Please provide records as attachments in .TXT, .PDF, or .DOC(X) format.

If you do not provide this information before 16 November 2016, ICANN will close your complaint.

ICANN info

Sincerely,

ICANN Contractual Compliance

#####

The problem summary

Reporter Name: George Kelly and or Craig Butke  
Reporter Email: Contact Information Redacted  
Reporter Organization: Q M C / Quantum-corp  
Reporter Telephone Number: Contact Information Redacted  
Domain being reported: slingfantasy.com

Time of submission/processing: Tue Nov 1 19:52:45 2016

Type of complaint: My registrar or reseller does not display on its website its methods for sending renewal notifications.

Description: 3 months prior and almost on a daily bases we tried without success resolving this and many issues. Namecheap failed at our request, in contractually caring for or name/s and let them slip in none renewed status. Namecheap failed to respond at anytime to the LA County attorneys office, acting on our behalf and at our request. Namecheap has violated all settled facets of law on the books for decades. Namecheap failed to responded in a timely manner or even set time and or agreed to a personal meeting prior to expiration dates, a method to solve the issue suggested by us. Enclosed to only one item of proof, more upon request. As there is no attachment method or form here, I suggest using regular e mail with attachments. Finally, on this writing, The reason for not filing a formal ICCAN complaint form is we were told that ICCAN can't and will not proceed.

George Kelly

Enclosure

>From: Mark Lemke [mailto:Contact Information Redacted ]  
Sent: Monday, July 18, 2016 7:37 AM  
To: Q M C Admin  
Subject: RE: Kelly adv. NameCheap (DCBA Mediation Request No. DR16-07129)

George,

No luck. If you have another way of reaching out to them, you may wish to suggest that they reach out to us at this email address or by phone at (213) 974 - 9944. Ultimately, as mediation is voluntary, they may simply not wish to mediate. Absent a response, we are unable to speculate.

We share your hope that they will agree to mediate. We will continue to invite them

ICANN info

to mediation. However, if they do not respond and agree to participate, we will be forced to close out the mediation request this Friday.

Kind regards,

<

note from LA County

ICANN info3

MEMORANDUM OF UNDERSTANDING BETWEEN  
THE U.S. DEPARTMENT OF COMMERCE  
AND  
INTERNET CORPORATION FOR ASSIGNED NAMES AND NUMBERS

I. PARTIES

This document constitutes an agreement between the U.S. Department of Commerce (DOC or USG) and the Internet Corporation for Assigned Names and Numbers (ICANN), a not-for-profit corporation.

II. PURPOSE

A. Background

On July 1, 1997, as part of the Administration's Framework for Global Electronic Commerce, the President directed the Secretary of Commerce to privatize the management of the domain name system (DNS) in a manner that increases competition and facilitates international participation in its management.

On June 5, 1998, the DOC published its Statement of Policy, Management of Internet Names and Addresses, 63 Fed. Reg. 31741(1998) (Statement of Policy). The Statement of Policy addressed the privatization of the technical management of the DNS in a manner that allows for the development of robust competition in the management of Internet names and addresses. In the Statement of Policy, the DOC stated its intent to enter an agreement with a not-for-profit entity to establish a process to transition current U.S. Government management of the DNS to such an entity based on the principles of stability, competition, bottom-up coordination, and representation.

B. Purpose

Before making a transition to private sector DNS management, the DOC requires assurances that the private sector has the capability and resources to assume the important responsibilities related to the technical management of the DNS. To secure these assurances, the Parties will collaborate on this DNS Project (DNS Project). In the DNS Project, the Parties will jointly design, develop, and test the mechanisms, methods, and procedures that should be in place and the steps necessary to transition management responsibility for DNS functions now performed by, or on behalf of, the U.S. Government to a private-sector not-for-profit entity. Once testing is successfully completed, it is contemplated that management of the DNS will be transitioned to the mechanisms, methods, and procedures designed and developed in the DNS Project.

In the DNS Project, the parties will jointly design, develop, and test the mechanisms, methods, and procedures to carry out the following DNS management

## ICANN info3

functions:

- a. Establishment of policy for and direction of the allocation of IP number blocks;
- b. Oversight of the operation of the authoritative root server system;
- c. Oversight of the policy for determining the circumstances under which new top level domains would be added to the root system;
- d. Coordination of the assignment of other Internet technical parameters as needed to maintain universal connectivity on the Internet; and
- e. Other activities necessary to coordinate the specified DNS management functions, as agreed by the Parties.

The Parties will jointly design, develop, and test the mechanisms, methods, and procedures that will achieve the transition without disrupting the functional operation of the Internet. The Parties will also prepare a joint DNS Project Report that documents the conclusions of the design, development, and testing.

DOC has determined that this project can be done most effectively with the participation of ICANN. ICANN has a stated purpose to perform the described coordinating functions for Internet names and addresses and is the organization that best demonstrated that it can accommodate the broad and diverse interest groups that make up the Internet community.

### C. The Principles

The Parties will abide by the following principles:

#### 1. Stability

This Agreement promotes the stability of the Internet and allows the Parties to plan for a deliberate move from the existing structure to a private-sector structure without disruption to the functioning of the DNS. The Agreement calls for the design, development, and testing of a new management system that will not harm current functional operations.

#### 2. Competition

This Agreement promotes the management of the DNS in a manner that will permit market mechanisms to support competition and consumer choice in the technical management of the DNS. This competition will lower costs, promote innovation, and enhance user choice and satisfaction.

#### 3. Private, Bottom-Up Coordination

### ICANN info3

This Agreement is intended to result in the design, development, and testing of a private coordinating process that is flexible and able to move rapidly enough to meet the changing needs of the Internet and of Internet users. This Agreement is intended to foster the development of a private sector management system that, as far as possible, reflects a system of bottom-up management.

#### 4. Representation.

This Agreement promotes the technical management of the DNS in a manner that reflects the global and functional diversity of Internet users and their needs. This Agreement is intended to promote the design, development, and testing of mechanisms to solicit public input, both domestic and international, into a private-sector decision making process. These mechanisms will promote the flexibility needed to adapt to changes in the composition of the Internet user community and their needs.

### III. AUTHORITIES

A. DOC has authority to participate in the DNS Project with ICANN under the following authorities:

(1) 15 U.S.C. § 1525, the DOC's Joint Project Authority, which provides that the DOC may enter into joint projects with nonprofit, research, or public organizations on matters of mutual interest, the cost of which is equitably apportioned;

(2) 15 U.S.C. § 1512, the DOC's authority to foster, promote, and develop foreign and domestic commerce;

(3) 47 U.S.C. § 902, which specifically authorizes the National Telecommunications and Information Administration (NTIA) to coordinate the telecommunications activities of the Executive Branch and assist in the formulation of policies and standards for those activities including, but not limited to, considerations of interoperability, privacy, security, spectrum use, and emergency readiness;

(4) Presidential Memorandum on Electronic Commerce, 33 Weekly Comp. Presidential Documents 1006 (July 1, 1997), which directs the Secretary of Commerce to transition DNS management to the private sector; and

(5) Statement of Policy, Management of Internet Names and Addresses, (63 Fed. Reg. 31741(1998) (Attachment A), which describes the manner in which the Department of Commerce will transition DNS management to the private sector.

B. ICANN has the authority to participate in the DNS Project, as evidenced in its Articles of Incorporation (Attachment B) and Bylaws (Attachment C). Specifically, ICANN has stated that its business purpose is to:

(i) coordinate the assignment of Internet technical parameters as needed to maintain universal connectivity on the Internet;

### ICANN info3

(ii) perform and oversee functions related to the coordination of the Internet Protocol (IP) address space;

(iii) perform and oversee functions related to the coordination of the Internet domain name system, including the development of policies for determining the circumstances under which new top-level domains are added to the DNS root system;

(iv) oversee operation of the authoritative Internet DNS root server system; and

(v) engage in any other related lawful activity in furtherance of Items (i) through (iv).

#### IV. MUTUAL INTEREST OF THE PARTIES

Both DOC and ICANN have a mutual interest in a transition that ensures that future technical management of the DNS adheres to the principles of stability, competition, coordination, and representation as published in the Statement of Policy. ICANN has declared its commitment to these principles in its Bylaws. This Agreement is essential for the DOC to ensure continuity and stability in the performance of technical management of the DNS now performed by, or on behalf of, the U.S. Government. Together, the Parties will collaborate on the DNS Project to achieve the transition without disruption.

#### V. RESPONSIBILITIES OF THE PARTIES

##### A. General.

1. The Parties agree to jointly participate in the DNS Project for the design, development, and testing of the mechanisms, methods and procedures that should be in place for the private sector to manage the functions delineated in the Statement of Policy in a transparent, non-arbitrary, and reasonable manner.

2. The Parties agree that the mechanisms, methods, and procedures developed under the DNS Project will ensure that private-sector technical management of the DNS shall not apply standards, policies, procedures or practices inequitably or single out any particular party for disparate treatment unless justified by substantial and reasonable cause and will ensure sufficient appeal procedures for adversely affected members of the Internet community.

3. Before the termination of this Agreement, the Parties will collaborate on a DNS Project Report that will document ICANN's test of the policies and procedures designed and developed pursuant to this Agreement.

4. The Parties agree to execute the following responsibilities in accordance with the Principles and Purpose of this Agreement as set forth in section II.

B. DOC. The DOC agrees to perform the following activities and provide the following

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resources in support of the DNS Project:

1. Provide expertise and advice on existing DNS management functions.
  2. Provide expertise and advice on methods and administrative procedures for conducting open, public proceedings concerning policies and procedures that address the technical management of the DNS.
  3. Identify with ICANN the necessary software, databases, know-how, other equipment, and intellectual property necessary to design, develop, and test methods and procedures of the DNS Project.
  4. Participate, as necessary, in the design, development, and testing of the methods and procedures of the DNS Project to ensure continuity including coordination between ICANN and Network Solutions, Inc.
  5. Collaborate on a study on the design, development, and testing of a process for making the management of the root server system more robust and secure. This aspect of the DNS Project will address:
    - a. Operational requirements of root name servers, including host hardware capacities, operating system and name server software versions, network connectivity, and physical environment.
    - b. Examination of the security aspects of the root name server system and review of the number, location, and distribution of root name servers considering the total system performance, robustness, and reliability.
    - c. Development of operational procedures for the root server system, including formalization of contractual relationships under which root servers throughout the world are operated.
  6. Consult with the international community on aspects of the DNS Project.
  7. Provide general oversight of activities conducted pursuant to this Agreement.
  8. Maintain oversight of the technical management of DNS functions currently performed either directly, or subject to agreements with the U.S. Government, until such time as further agreement(s) are arranged as necessary, for the private sector to undertake management of specific DNS technical management functions.
- C. ICANN. ICANN agrees to perform the following activities and provide the following resources in support of the DNS Project and further agrees to undertake the following activities pursuant to its procedures as set forth in Attachment B (Articles of Incorporation) and Attachment C (By-Laws), as they may be revised from time to time in conformity with the DNS Project:



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1. Provide expertise and advice on private sector functions related to technical management of the DNS such as the policy and direction of the allocation of IP number blocks and coordination of the assignment of other Internet technical parameters as needed to maintain universal connectivity on the Internet.
2. Collaborate on the design, development and testing of procedures by which members of the Internet community adversely affected by decisions that are in conflict with the bylaws of the organization can seek external review of such decisions by a neutral third party.
3. Collaborate on the design, development, and testing of a plan for introduction of competition in domain name registration services, including:
  - a. Development of procedures to designate third parties to participate in tests conducted pursuant to this Agreement.
  - b. Development of an accreditation procedure for registrars and procedures that subject registrars to consistent requirements designed to promote a stable and robustly competitive DNS, as set forth in the Statement of Policy.
  - c. Identification of the software, databases, know-how, intellectual property, and other equipment necessary to implement the plan for competition;
4. Collaborate on written technical procedures for operation of the primary root server including procedures that permit modifications, additions or deletions to the root zone file.
5. Collaborate on a study and process for making the management of the root server system more robust and secure. This aspect of the Project will address:
  - a. Operational requirements of root name servers, including host hardware capacities, operating system and name server software versions, network connectivity, and physical environment.
  - b. Examination of the security aspects of the root name server system and review of the number, location, and distribution of root name servers considering the total system performance; robustness, and reliability.
  - c. Development of operational procedures for the root system, including formalization of contractual relationships under which root servers throughout the world are operated.
6. Collaborate on the design, development and testing of a process for affected

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parties to participate in the formulation of policies and procedures that address the technical management of the Internet. This process will include methods for soliciting, evaluating and responding to comments in the adoption of policies and procedures.

7. Collaborate on the development of additional policies and procedures designed to provide information to the public.

8. Collaborate on the design, development, and testing of appropriate membership mechanisms that foster accountability to and representation of the global and functional diversity of the Internet and its users, within the structure of private-sector DNS management organization.

9. Collaborate on the design, development and testing of a plan for creating a process that will consider the possible expansion of the number of gTLDs. The designed process should consider and take into account the following:

a. The potential impact of new gTLDs on the Internet root server system and Internet stability.

b. The creation and implementation of minimum criteria for new and existing gTLD registries.

c. Potential consumer benefits/costs associated with establishing a competitive environment for gTLD registries.

d. Recommendations regarding trademark/domain name policies set forth in the Statement of Policy; recommendations made by the World Intellectual Property Organization (WIPO) concerning: (i) the development of a uniform approach to resolving trademark/domain name disputes involving cyberpiracy; (ii) a process for protecting famous trademarks in the generic top level domains; (iii) the effects of adding new gTLDs and related dispute resolution procedures on trademark and intellectual property holders; and recommendations made by other independent organizations concerning trademark/domain name issues.

10. Collaborate on other activities as appropriate to fulfill the purpose of this Agreement, as agreed by the Parties.

#### D. Prohibitions.

1. ICANN shall not act as a domain name Registry or Registrar or IP Address Registry in competition with entities affected by the plan developed under this Agreement. Nothing, however, in this Agreement is intended to prevent ICANN or the USG from taking reasonable steps that are necessary to protect the operational stability of the Internet in the event of the financial failure of a Registry or Registrar or other emergency.

2. Neither Party, either in the DNS Project or in any act related to the DNS Project, shall act unjustifiably or arbitrarily to injure particular persons or entities or particular categories of persons or entities.

3. Both Parties shall act in a non-arbitrary and reasonable manner with respect to design, development, and testing of the DNS Project and any other activity related to the DNS Project.

VI. EQUITABLE APPORTIONMENT OF COSTS

The costs of this activity are equitably apportioned, and each party shall bear the costs of its own activities under this Agreement. This Agreement contemplates no transfer of funds between the Parties. Each Party's estimated costs for the first six months of this Agreement are attached hereto. The Parties shall review these estimated costs in light of actual expenditures at the completion of the first six month period and will ensure costs will be equitably apportioned.

VII. PERIOD OF AGREEMENT AND MODIFICATION/TERMINATION

This Agreement will become effective when signed by all parties. The Agreement will terminate on September 30, 2000, but may be amended at any time by mutual agreement of the parties. Either party may terminate this Agreement by providing one hundred twenty (120) days written notice to the other party. In the event this Agreement is terminated, each party shall be solely responsible for the payment of any expenses it has incurred. This Agreement is subject to the availability of funds.

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

PARTIES ESTIMATED SIX MONTH COSTS

A. ICANN

Costs to be borne by ICANN over the first six months of this Agreement include: development of Accreditation Guidelines for Registries; review of Technical Specifications for Shared Registries; formation and operation of Government, Root Server, Membership and Independent Review Advisor Committees; advice on formation of and review of applications for recognition by Supporting Organizations; promulgation of conflicts of interest policies; review and adoption of At-Large membership and elections processes and independent review procedures, etc; quarterly regular Board meetings and associated costs (including open forums, travel, staff support and communications infrastructure); travel, administrative support and infrastructure for additional open forums to be determined; internal executive, technical and administrative costs; legal and other professional services; and related other costs. The estimated six month budget (subject to change and refinement over time) is \$750,000 - 1 million.

B. DOC

Costs to be borne by DOC over the first six months of this Agreement include: maintenance of DNS technical management functions currently performed by, or subject to agreements with, the U.S. Government, expertise and advice on existing DNS management functions; expertise and advice on administrative procedures; examination and review of the security aspects of the Root Server System (including travel and technical expertise); consultations with the international community on aspects of the DNS Project (including travel and communications costs); general oversight of activities conducted pursuant to the Agreement; staff support equal to half-time dedication of 4-5 full time employees, travel, administrative support, communications and related other costs. The estimate six month budget (subject to change and refinement over time) is \$250,000 - \$350,000.

Comments concerning the layout, construction and functionality of this site should be sent to [webmaster@icann.org](mailto:webmaster@icann.org).

Page Updated 31-December-99.

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#### icann fee

ICANN (the Internet Corporation for Assigned Names and Numbers) charges a mandatory annual fee of \$0.18 for each year of domain registration, renewal or transfer. For example, the fee for a one-year .com registration will be \$0.18 while it is \$0.36 for a two-year .com registration.