ACCOUNTABILITY FRAMEWORK

This Accountability Framework ("AF") is between:

The National Computer Center (CNC) from the National University of Asunción (UNA), a public university in Paraguay, and Laboratory Electronycs Digital (LED) of the University Catholic Nuestra Señora de la Asunción (UCA), a private university in Paraguay, hereinafter jointly referred to as '**NIC.PARAGUAY**'

and

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

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

A. Recitals.

1. The parties want to demonstrate their commitment to further enhancing the stability, security and interoperability of the Internet's Domain Name System (DNS) from a global perspective and for the benefit of the local and global Internet community in an evolutionary manner on the basis of a peer relationship.

2. The .PY Top Level Domain and has been delegated to NIC.PARAGUAY and NIC.PARAGUAY executes its operation in PARAGUAY.

3. The functions of NIC.PARAGUAY regarding the stability and interoperability of the DNS are to:
   1. Maintain and keep maintained name servers for the .PY domain;
   2. Generate updates to .PY zone data when changes occur and propagate those changes to all public authoritative name servers for the .PY domain; and
   3. Ensure continued and stable domain name system interoperability with the global Internet.

4. ICANN is responsible for providing technical-coordination functions for the management of the system of unique identifiers of the global Internet, including the DNS. Among ICANN's responsibilities is to oversee operation of the Internet's Authoritative Root Server System. As part of ICANN's responsibilities ICANN enters and maintains data in the Authoritative Root database and generates updates of the root zone file.

5. ICANN:
   a) Coordinates the allocation and assignment of the three sets of unique identifiers for the Internet, which are:
      1. domain names (forming a system referred to as "DNS");
      2. Internet protocol ("IP") addresses and autonomous system ("AS") numbers; and
      3. Protocol port and parameter numbers.
   b) Coordinates the operation and evolution of the DNS root name server system.
   c) Coordinates policy development reasonably and appropriately related to these technical functions.

B. Mutual Recognition.

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

2. **Recognition of ICANN.** NIC.PARAGUAY acknowledges that ICANN is the entity responsible for maintaining and keeping the root of the Internet DNS stable and globally interoperable in a manner that is consistent with ICANN's Mission and Core Values as reflected in its bylaws.
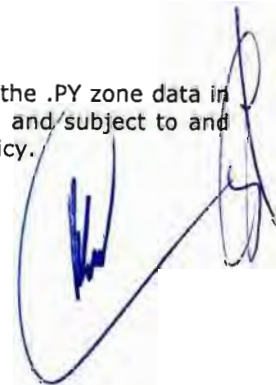
C. Commitments.

1. Commitments of ICANN.

ICANN shall use its best endeavours to:

a) **Authoritative-Root Database** maintain a stable, secure, and authoritative publicly available database of relevant information about .PY, the Delegated country code Top Level Domain, in accordance with ICANN publicly available policies and procedures. At the start of this AF, the Authoritative Root Database shall contain information for the public authoritative name servers for .PY, contact information for .PY, the designated administrative contact(s), and the designated technical contact(s) as notified to ICANN;

b) **Update of Name Server Information** on notification by NIC.PARAGUAY, implement a change to the domain name or IP address(es) of the name servers for .PY as recorded in the Authoritative-Root Data for .PY in the Authoritative-Root Database according to ICANN's publicly available policies and procedures. The initial format and technical requirements for such a change are set out in ICANN's publicly available policies and procedures;

c) **Publication of Root-zone Whois Information** publish data maintained in the Authoritative Root Database about .PY which shall include at least the names of NIC.PARAGUAY as the Sponsoring Organization, the administrative contact(s), the technical contact(s), and the domain names and IP addresses of the authoritative name servers for the domain;

d) **Operation of Authoritative Root Server System** coordinate the Authoritative Root Server System so that it is operated and maintained in a stable and secure manner; and cause the Authoritative Root Server System to publish DNS resource records delegating the Top Level Domain .PY to the name servers recorded in the Authoritative Root Database and to inform the named administrative contact(s) and technical contact(s) of the published changes to the name servers for .PY;

e) **Maintenance of Authoritative Records and Audit Trail** maintain authoritative records and an audit trail regarding changes to .PY delegations and records related to those delegations and shall inform NIC.PARAGUAY of the status of a requested change related to .PY in accordance with the policies, procedures and format as made publicly available by ICANN; and

f) **Notification of Contact Changes** notify NIC.PARAGUAY of any changes to ICANN's contact information no later than seven days after the change becomes effective.

2. Commitments of NIC.PARAGUAY.

NIC.PARAGUAY shall use its best endeavours to:

a) **Provision of zone data for .PY** generate regular updates of the .PY zone data in compliance with relevant standards as set out in paragraph c) and subject to and within the limits of relevant national law and national public policy.

b) **Provision of Name Service for .PY** operate and maintain the authoritative name servers for .PY in a stable and secure manner, adequate to resolve names within the .PY domain by users throughout the Internet and in compliance with relevant standards as set out in paragraph c) and subject to and within the limits of relevant national law and national public policy.

c) Applicable relevant standards are standards-track or best current practice RFCs sponsored by the Internet Engineering Task Force.

d) **Accuracy and Completeness of Information** notify ICANN, through ICANN's designated point of contact of:

   1. any change of the contact information of its administrative or technical contact(s), and

   2. any change to the administrative and/or technical contact details about .PY in the Authoritative-Root Database no later than seven days after the change becomes effective. The administrative contact for .PY must be directly associated with NIC.PARAGUAY and must reside in the territory of PARAGUAY during the entire period he or she is designated as such.

3. **Financial Contribution to ICANN.** NIC.PARAGUAY shall contribute to ICANN's cost of operations in the amount of USD 500.00 per annum. The parties agree to review in good faith on every anniversary of the date of AF, the contribution to ICANN set out above to see if that sum is still adequate. The review of the parties will take into account all relevant circumstances.

D. Termination. This AF may only be terminated by mutual consent of the parties or by either party in the following circumstances;

   1. in the event that there is a dispute or claimed breach of this AF that cannot be cured or settled between the parties after thirty (30) days written notice to the defaulting party;

   2. either party will not or is unable to perform its duties under the AF and has given written notice to such effect to the other;

   3. if a party comes under legal restraint or receivership;

   4. in the event that NIC.PARAGUAY ceases to be the manager of .PY for whatever reason, or ICANN ceases to exist.

E. Effects of Termination. All obligations under this AF shall cease, however ICANN and NIC.PARAGUAY are still committed to perform their duties as described herein to the extent this is within their powers and can be reasonably expected under the circumstances in order to maintain the stability and interoperability of the DNS.

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

G. Transfer or Assignment. No party may transfer or assign this AF without the prior written consent of the other.

H. Subcontract. NIC.PARAGUAY agrees that the obligations of NIC.PARAGUAY to ICANN under this AF shall not be diminished or affected by any subcontracting arrangements it may have with respect to operations or functions of .PY.

I. Preservation of Rights. It is not the intention of the parties to use litigation as a form of dispute resolution under this AF and the parties agree to use their best endeavours to resolve

any dispute through negotiation, acting fairly and reasonably. However, nothing contained in this AF limits or detracts from the existing rights in law or equity of the parties.

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

K. Language of agreement. This agreement is executed in two originals in English language, and two copies translated into Spanish, which the parties confirm to understand, one for each of the Parties. The English original text is the only official text of the agreement and shall prevail over translation in other languages.

IN WITNESS WHEREOF the parties have caused this AF to be executed by their duly authorized representatives

Internet Corporation for Assigned Names and Numbers

By

Dr Paul Twomey
CEO and President
Date 24 June 2009.

by

Universidad Nacional de Asunción

Prof. Ing. Agr. Pedro Gerardo González
Rector
Date:

Pro. Lic. Jorge Raúl Cabañas Acevedo
Director CNC
Technical contact
Date: 17/06/09.

Universidad Católica Nuestra Señora de la Asunción

Prof. Dr. Michel Gibaud
Rector
Date: .T.1/06/09

Prof. Ing. Vicente González
Director UED
Administrative contact
Date 15/6/2009