



Date: 10 October, 2011

Ref: TRA/DG/TDA/4992

Rod Beckstrom
President & CEO
Internet Corporation for Assigned Names and Numbers (ICANN)
4676 Admiralty Way, Suite 330
Marina Del Rey, California 90292-6601 USA

ICANN Exchange of Letters

Dear Mr.Beckstrom,

The Telecommunications Regulatory Authority of the United Arab Emirates (the “**TRA**”, “**we**”, “**us**”, “**our**” or “**ourselves**”) is the sponsoring organisation for the .ae and امارات (“dotEmarat”) Country Code Top Level Domain (“**ccTLD**”), the registry for which is managed by its ‘initiative’ .ae Domain Administration (“**.aeDA**”).

This letter sets out what we currently intend to do in order to demonstrate the United Arab Emirate’s commitment to securing and enhancing the stability and interoperability of the Internet’s Domain Name System (“**DNS**”) for our mutual benefit, and for the benefit of the local and global Internet community.

However, while we intend to do those things referred to below, we do not regard ourselves as in any way obliged or legally committed to do those things, and will not be liable to Internet Corporation for Assigned Names and Numbers (“**ICANN**” or “**you**”)or any other party for doing or not doing those things.

On the basis of this clear understanding we state that we shall use our best endeavours to:

1. generate regular updates of the .ae and امارات. zone data in compliance with relevant standards as set out in paragraph 3) and subject to and within the limits of relevant national law and national public policy;
2. operate and maintain, the authoritative name servers for .ae and امارات. in a stable, secure and adequate manner, to resolve names within the .ae and امارات. domains by users throughout the Internet and in compliance with relevant standards as set out in paragraph 3) and subject to and within the limits of relevant national law and national public policy;
3. implement applicable relevant standards which are standards-track or best current practice Request For Comments (each an “RFC”) as sponsored by the Internet Engineering Task Force;

4. notify ICANN, through ICANN's designated point of contact of:
 - a) any change of contact information of the TRA's administrative or technical contact(s); and
 - b) any change to the administrative and/or technical contact details about.ae in the Authoritative Root Database no later than seven days after the change becomes effective. The administrative contact for.ae and امارات .ae is directly associated with the TRA, and is physically based in the territory of United Arab Emirates; and
5. register Internationalized Domain Names (each an "IDN") in accordance with TRA's publicly- available .ae Domain Name Policy and امارات .ae (dotEmarat) Domain Name Policy which shall comply on an ongoing basis with Relevant Applicable Standards for IDNs, such as the Internationalized Domain Name in Applications Protocol, and with the Guidelines for the Implementation of Internationalized Domain Names as updated and published from time to time on the ICANN website, in each case subject to and within the limits of relevant applicable national laws and public policy. This includes, but is not limited to, adherence to RFCs 3490, 3491 3492, 3454 and their successors.
6. The TRA agrees that the use of DNS redirection and synthesized DNS responses as described in RFC 4592 or any other method or technology for synthesizing DNS Resources Records or using redirection within the DNS by the Registry is forbidden if:
 - (a) IDN's are either not registered by a Domain Name Registrant ("DNR");
 - (b) the DNR has not supplied valid records such as Name Server (NS) records for listing in the DNS zone file; and
 - (c) the status of the relevant DNR does not allow it to have the relevant IDN published in the Registry System.

In other words, when queried for such Domain Names the Authoritative Name Servers must return a "Name Error" response (also known as "NXDOMAIN"), being an RCODE 3 as described in RFC 1035 and related RFCs. This will apply for all DNS zone files at all levels in the DNS tree for which TRA (or an affiliate engaged in providing Registration Services) maintains data, arranges for such maintenance, or derives revenue from such maintenance.

Further, we state that we currently intend to provide sponsorship fee to ICANN's cost of operations in the amount of USD 5,000 per annum, but will do so on a purely voluntary basis, and without any legal commitment to make such contributions. Following the first such payment we intend to review this annual contribution, on each anniversary of the

date of this letter, with a view to deciding whether to continue to make these voluntary contributions on an annual basis, and if so, in what amounts. We intend to undertake this review in good faith, taking into account all the relevant facts and circumstances.

TRA agrees that it will engage with ICANN in the event of an activity or lack of activity that generates a serious concern regarding the stability, security and interoperability of the DNS from a global perspective, or there is disagreement between ICANN and TRA arising under or out of the commitments made in this exchange of letters. The TRA agrees that either of the TRA or ICANN may provide written notice to the other demanding cooperative engagement. In that event, then each of the TRA and ICANN shall, within 7 (seven) calendar days of the provision of the notice, designate by email a single person as its representative to resolve the dispute. ICANN may send notifications to iana@tra.gov.ae. The designated representatives shall, within 2 (two) business days after being designated, confer by telephone or in person to attempt to resolve the issue in good faith. If they are not able to resolve the issue at the initial contact, the designated representatives shall meet in person, at a mutually agreed location, within 7 (seven) calendar days after the initial contact, at which meeting the designated representatives shall in good faith attempt to reach a definitive resolution of the issue. This time schedule and process for cooperative engagement may be modified with respect to any issue, but only if both parties agree to such a modification in writing

The TRA agrees that the delegation of the IDN ccTLD does not grant an intellectual property right in the **امارات**. string.

We may cease doing those things which we have said in this letter we intend to do, by giving you notice in writing that we intend to cease doing them. However we currently intend to continue to use our best endeavours to do those things set out above, to the extent it is within our powers to do so, and insofar as it can be reasonably expected that we should do so, given all of the facts and circumstances, including the need to maintain the stability and interoperability of the DNS.

We reiterate that each of the stated intentions are expressed in good faith only, and without any legal obligation on either you or us. A failure to do any of the things that we have said in this letter that we intend to do, shall not in any way give rise to any legal obligation on you or us.

We look forward to a long and mutually beneficial relationship with you.

Sincerely,


Mohammed Al-Ghanim

Director General
Telecommunications Regulatory Authority

tra.gov.ae

ص.ب، 26662، أبو ظبي، الإمارات العربية المتحدة | هاتف +971 2 626 9999
فاكس +971 2 611 8229 | PO Box 26662, Abu Dhabi, United Arab Emirates



The Internet Corporation for Assigned Names and Numbers

10 October 2011

Mohammed Al Ghanim
Director General
Telecommunications Regulatory Authority
P.O. Box 116688
Dubai
United Arab Emirates

Re: Exchange of Letters

Dear Mr. Al Ghanim,

This letter sets out what ICANN has agreed to do in order to demonstrate commitment to securing and enhancing the stability and interoperability of the Internet's Domain Name System (DNS). This is for the mutual benefit of Telecommunications Regulatory Authority (TRA) and ICANN, and for the benefit of the local and global internet community.

To this end, ICANN makes the following commitments to TRA. ICANN shall use best endeavours to:

- a) Maintain a stable, secure, and authoritative publicly available database of relevant information about .ae and امارات. ("dotEmarat") Country Code Top Level Domains ("ccTLDs") in accordance with ICANN publicly available policies and procedures. The Authoritative Root Database shall contain information for the public authoritative name servers for the ccTLDs, contact information for the ccTLDs, the designated administrative contact(s), and the designated technical contact(s) as notified to ICANN;
- b) Initiate, on notification by the TRA, a change to the domain name or IP address(es) of the name servers for the ccTLDs as recorded in the Authoritative-Root Data for the ccTLDs 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 our publicly available policies and procedures;
- c) Publish data maintained in the Authoritative Root Database about the ccTLDs which shall include at least the names of TRA 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;

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|----------------|-------------------------------------|--------------------------|-----------|-------------------|-------------------|
| Los Angeles | 4676 Admiralty Way, Suite 330 | Marina del Rey, CA 90292 | USA | T +1 310 823 9358 | F +1 310 823 8649 |
| Washington, DC | 1101 New York Avenue, NW, Suite 930 | Washington, DC 20005 | USA | T +1 202 570 7240 | F +1 202 789 0104 |
| Brussels | 6 Rond Point Schuman, Bt. 5 | B-1040 Brussels | BELGIUM | T +32 2 234 7870 | F +32 2 234 7848 |
| Sydney | Level 2, 48 Hunter Street | Sydney NSW 2000 | AUSTRALIA | T +61 2 8236 7900 | F +61 2 8236 7913 |

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- d) Coordinate the Authoritative Root Server System so that it is operated and maintained in a stable and secure manner; and support a process that causes the Authoritative Root Server System to publish DNS resource records delegating the ccTLDs 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 the ccTLDs.
- e) Maintain authoritative records and an audit trail regarding changes to the ccTLDs delegations and records related to those delegations, and inform TRA of the status of a requested change related to either of the ccTLDs in accordance with the policies, procedures and format as made publicly available by ICANN;
- f) Notify TRA of any changes to ICANN's contact information no later than seven (7) days after the change becomes effective, and
- g) In the event of an activity or lack of activity that generates a serious concern regarding the stability, security and interoperability of the Internet's Domain Name System (DNS) from a global perspective or there is disagreement between ICANN and TRA (the "parties") arising under or out of the commitments made in this exchange of letters, either party may provide written notice to the other demanding cooperative engagement. In that event, then each shall, within 7 (seven) calendar days of the provision of the notice, designate by email a single executive officer as its representative to resolve the dispute. TRA may send notifications to icannlegal@icann.org. The designated representatives shall, within 2 (two) business days after being designated, confer by telephone or in person to attempt to resolve the issue in good faith. If they are not able to resolve the issue during the initial meeting, the designated representatives shall meet in person, at a mutually agreed location, within 7 (seven) calendar days after the initial meeting, at which meeting the designated representatives shall in good faith attempt to reach a definitive resolution of the issue. This time schedule and process for cooperative engagement may be modified with respect to any issue, but only if both parties agree to such a modification in writing

ICANN acknowledges that the امارات. IDN ccTLD has been selected in the United Arab Emirates in 2010 and endorsed amongst others by the relevant public authority as a meaningful representation of the name of the territory. By signing this letter no intellectual property rights or preferences in the aforementioned IDN ccTLD string are conferred by the selection and delegation of the IDN ccTLD.



Director General Al Ghanim
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ICANN acknowledges that TRA has committed to make an expected but not mandatory financial contribution to ICANN's costs of operations. ICANN appreciates this commitment to furthering ICANN's ability to fulfill its mission as set forth in Sections 1 and 2 of the ICANN Bylaws.

ICANN may terminate its commitment to you by giving you notice in writing. In this event, ICANN's obligations to TRA under this letter shall cease. However ICANN acknowledges its responsibility to continue to perform all commitments, including the cooperative engagement process as described in paragraph g), to the extent it is within ICANN's powers and can be reasonably expected under the circumstances in order to maintain the stability and interoperability of the DNS.

ICANN agrees that no breach of a commitment contained in this letter or performance or non-performance under this letter shall give rise to any monetary liability by either ICANN or TRA. The exchange of letters between ICANN and TRA represents the full agreement and commitments of the parties.

ICANN looks forward to a long and mutually beneficial relationship with TRA.

Yours sincerely,

A handwritten signature in blue ink, appearing to read "Rod Beckstrom", with a long horizontal line extending to the right.

Rod Beckstrom
CEO and President
Internet Corporation for Assigned Names and Numbers