

# SUPPLEMENTAL RULES FOR REGISTRAR TRANSFER DISPUTES

These Supplemental Rules for Registrar Transfer Disputes (“Supplemental Rules”) supplement the *Registrar Transfer Dispute Resolution Policy* (“Dispute Policy”) published by the Internet Corporation for Assigned Names and Numbers (“ICANN”).

## A. DEFINITIONS

Unless otherwise expressly set forth herein, capitalized terms shall have the same meanings ascribed to them in the Dispute Policy.

Additionally, in these Supplemental Rules:

**Dispute Policy** refers to the Registrar Transfer Dispute Resolution Policy published by ICANN.

**Party** means a Filing Registrar or a Respondent.

**Transfer** means the transfer of sponsorship of a domain name registration from one registrar to another.

**Transfer Policy** refers to the Policy on Transfer of Sponsorship of Registrations Between Registrars published by ICANN

**.Coop Transfer Policy** refers to the .Coop Policy on Transfer of Sponsorship of Registrations Between Registrars provided on the <http://www.nic.coop> site.

## B. Applicability of These Rules

The Supplemental Rules apply only to disputes covered by the Dispute Policy and concerning second level domain name registrations in the .coop TLD. In the event dotCoop ceases to be the Sponsor for the .coop TLD during the pendency of any covered dispute, the dispute shall be terminated automatically and without further notice to the parties upon the effective date of termination of DotCoop’s relevant sponsor agreement with ICANN.

Except as otherwise expressly set forth herein, the pendency of an administrative proceeding under the Dispute Policy will have no effect on normal registry operations. Nothing herein modifies any provision of a Party’s RRA with DotCoop. Neither these Supplemental Rules, DotCoop’s handling of a First-Level administrative proceeding or its implementation of the Dispute Policy or these Supplemental Rules constitutes a waiver of any rights or remedies to which DotCoop may be entitled under the RRA.

In the event any legal proceedings or second-level administrative proceedings are initiated prior to or during a first level administrative proceeding in respect of a transfer dispute that is the subject of the Request for Enforcement, DotCoop shall have the discretion to decide whether to suspend or terminate the first level administrative proceeding, or to proceed to a decision.

In the event that a Party initiates any legal proceedings or second-level administrative proceeding while a first-level administrative proceeding is pending relating to a domain-name dispute that is the subject of the Request for Enforcement, it will promptly notify DotCoop.

## C. Amendment

Subject to the Dispute Policy, DotCoop may amend the Supplemental Rules at any time in its sole discretion.

## **D. Language**

The language of the administrative proceeding shall be English. DotCoop will not translate any submissions or supporting documentation in languages other than English. The Parties must submit their requests and responses in English. The Parties may submit reliable English translations of any supporting documentation.

## **E. Withdrawal Of Request For Enforcement**

A Request for Enforcement may be withdrawn in its entirety by the Filing Registrar any time prior to DotCoop's issuance of a decision or findings by submitting to DotCoop a Notice of Withdrawal. A Request for Enforcement cannot be withdrawn after a decision or findings have been issued by DotCoop. Upon receipt of a Notice of Withdrawal, DotCoop will release the Registry-Lock status placed on any domain name registration relating to the Request for Enforcement. Any Request for Enforcement submitted after termination of an administrative proceeding will be treated as a new Request for Enforcement.

## **F. Reinstatement Of Sponsorship By Registrar Of Record**

DotCoop will reinstate a Registrar of Record's sponsorship of a domain name registration after receiving the consent of the Gaining Registrar provided that:

- (1) the Registrar of Record submits to DotCoop a valid request for reinstatement;
- (2) the relevant domain name registration is not the subject of a pending first or second level administrative proceeding;
- (3) DotCoop receives the request for reinstatement of sponsorship within six (6) months of the transfer to the Gaining Registrar;
- (4) the Gaining Registrar provides its consent to the reinstatement of sponsorship within seven (7) calendar days of the request for reinstatement of sponsorship; and
- (5) the Gaining Registrar is the sponsor of record for the relevant registration as of the date DotCoop processes the request for reinstatement.

DotCoop may choose to limit the number of requests that Registrars may submit from time to time.

## **G. Submitting A Request For Enforcement And Response**

DotCoop strongly encourages Registrars to attempt to resolve the dispute between them prior to submitting a Request for Enforcement. The Filing Registrar must be able to confirm that it has attempted to contact the Non-Filing Registrar regarding the dispute and has attempted to resolve the dispute prior to filing the Request for Enforcement.

DotCoop reserves the right to update the way that requests and responses are handled as well as the number of domain names and Requests for Enforcement that may be submitted in line with industry standards.

No Request for Enforcement may include any transfers of sponsorship of domain name registrations that are in "PendingDelete" status as of the date that the Request for Enforcement is submitted.

The non-filing registrar may concede a dispute within five (5) calendar days after a Request for Enforcement was filed with DotCoop by submitting a notice of concession. Upon receipt of a valid notice of concession, DotCoop will release the Registry-Lock status placed on any domain name registration as a result of the initiation of the administrative proceeding and issue a decision in favor of the filing registrar.

## **H. Processing Of Dispute Cases**

Upon receipt of a Request for Enforcement, DotCoop may place all domain names identified in the dispute in Registry Lock status until such time as DotCoop implements a decision in accordance with the

Dispute Policy. Subject to the Dispute Policy, DotCoop may also take any other reasonable measure it deems necessary or appropriate to enable it to implement a decision.

## I. FEES

The appropriate Party will pay DotCoop's non-refundable administrative fees as set forth below:

Service	Administrative Fee Amount	Due Date
Issuance of decision (including "no decision")	The greater of \$10 USD per each domain name registration included in the RFE or \$100 per RFE	Date of decision
Disputes withdrawn or conceded in accordance with Section G	\$50 per RFE Withdrawn or Conceded	Date of withdrawal or concession
Request for Reinstatement in accordance with Section F	\$5 per domain name registration included in the Request for Reinstatement	Date of consent

The Administrative Fee will be assessed to the Filing Registrar in the case of disputes in which DotCoop issues a "no decision". The Administrative Fee may be assessed to either the Filing Registrar or Respondent based on the individual circumstances provided in the case of Notice of Withdrawal, as determined by DotCoop in its sole discretion. The Administrative Fee will be assessed to the Gaining Registrar in the case of Requests for Reinstatement. In all other cases, the Administrative Fee will be assessed to the Non-Prevailing Registrar. In the event that a Request for Enforcement includes multiple domain name registrations and DotCoop renders a split decision, the Administrative Fee shall be prorated between the Prevailing and Non-Prevailing Parties as appropriate. The Administrative Fee will be debited from the responsible Party's deposit account.

## L. APPEALS

### 1. Notification of Appeal

DotCoop will implement its decision unless the Non-Prevailing Registrar submits a notice of appeal ("Notification of Appeal / Waiver of Appeal") in the form and manner prescribed by DotCoop within the time period for filing a lawsuit or an appeal required by Sections 3.5 and 4.3.1, respectively, of the Dispute Policy.

### 2. Waiver of Appeal

The Non-Prevailing Registrar involved in the dispute may waive its right of appeal by submitting a notification of waiver ("Notification of Appeal / Waiver of Appeal") in the form and manner prescribed by DotCoop.

## M. DECISION IMPLEMENTATION

The disputed domain name registration(s) identified in the original Request for Enforcement will remain in Registry Lock status until such time as the second level dispute decision has been rendered or the fourteen (14) calendar day waiting period has passed. This 14-day waiting period may be waived by DotCoop if the non-prevailing Party involved in the dispute submits to DotCoop an authorization for waiver of waiting.

Any implementation of a decision will be executed consistent with the *Transfer Undo Mechanism 7 July 2004* document posted on the ICANN website at the following URL:  
<http://www.icann.org/transfers/TransferUndoMechanismFinal07Jul04.pdf>.

If the decision is 'approve a transfer', DotCoop will *not* be responsible for monitoring the transfer to verify that the transfer has occurred. If the transfer does not proceed as ordered, a new Request for Enforcement must be filed.

## N. MISCELLANEOUS

### **1. Invalid Transfers Disregarded**

Transfers from a Gaining Registrar Party to a third party registrar, and all other subsequent transfers, are null and void if the Gaining Registrar acquired sponsorship from the Registrar of Record through an invalid transfer, as determined through the dispute resolution process set forth in the Dispute Policy. In such a case, DotCoop will implement a decision in accordance with the Dispute Policy as if the subsequent transfer(s) had not occurred.

### **2. Updating of Domain Name Registration Information**

Registrars are responsible for updating domain name registration information such as registrant data, contact information, name server data, among others, after a transfer 'Undo' command is executed by DotCoop. For example, upon completion of a transfer 'Undo' to return a domain name to Registrar A, Registrar A will have the responsibility to update registrant and contact information and reset the name servers as applicable.

### **3. Provision of Physical Supporting Documentation**

DotCoop prefers that all supporting documentation be provided in electronic form and attached to the Request for Enforcement and / or Response to Request for Enforcement forms as appropriate. However, in the event that a Registrar must provide supporting documentation in a physical form, it must be submitted in the form and manner prescribed by DotCoop.

### **4. Subsequent Domain Name Registration Modifications**

If there are subsequent domain name registration modifications that occur after the disputed transfer and DotCoop renders a decision that the domain name(s) is to be returned to the Registrar of Record, DotCoop will not reverse any of the subsequent transactions except in the case of additional transfers. The extent of DotCoop's action will be to return sponsorship of the domain name registration to the Registrar of Record.

### **5. Conflicting Whois Data**

If the Whois data submitted pursuant to Section 3 of the Registrar Transfer Dispute Policy by the Filing and Non-Filing Registrars are inconsistent, DotCoop will send a request to each Registrar requesting clarification of the Whois data at the time of the disputed transfer request and will place the first level administrative proceeding in 'DISPUTE SUSPEND' status until such clarification is made or for a period not to exceed 90 days, whichever is sooner. While the "DISPUTE SUSPEND" status is in effect the time period for rendering a decision contemplated under Section 3.3 of the Registrar Transfer Dispute Resolution Policy shall stop running and shall resume upon termination of the "DISPUTE SUSPENSION" status.

### **6. Effective Date of the Policy**

The Supplemental Rules apply only to disputes submitted on or after 12 November 2004 over Transfers that were initiated on or after 12 November 2004.

These Supplemental Rules define requirements with which Parties must comply before DotCoop will take any of the actions described herein or in the Dispute Policy or Transfer Policies, as applicable. Neither these Supplemental Rules nor DotCoop's implementation of and adherence to the Dispute Policy or Transfer Policies shall be construed to create any binding commitments on the part of DotCoop or otherwise to limit or restrict in any way DotCoop's ability to take any measure it deems appropriate to implement the Dispute Policy or Transfer Policies. DotCoop's implementation of and adherence to the Dispute Policy or Transfer Policy is strictly on a voluntary basis. Neither these Supplemental Rules nor DotCoop's implementation of and adherence to the Dispute Policy or Transfer Policies shall be construed as an acknowledgement that: (1) the Dispute Policy or Transfer Policies constitutes a Consensus Policy within the meaning of DotCoop's Sponsor Agreement with ICANN; (2) the Dispute Policy or Transfer Policies was properly adopted by ICANN; (3) any or all of the contents of the Dispute Policy or Transfer Policies are accurate or appropriate.

## **APPENDIX A – SAMPLE INFORMATION REQUIREMENTS**

## ***Notice of Withdrawal***

**Case ID** \_\_\_\_\_ (provided by dotCoop)

**Reason for Withdrawal**

\_\_\_\_\_

\_\_\_\_\_

**Filing Registrar Name** \_\_\_\_\_

**Filing Registrar Contact** \_\_\_\_\_

**Filing Registrar Address** \_\_\_\_\_

**Filing Registrar E-Mail** \_\_\_\_\_

**Filing Registrar Phone** \_\_\_\_\_

**Filing Registrar Fax** \_\_\_\_\_

**Respondent Registrar Name** \_\_\_\_\_

**Respondent Registrar Contact** \_\_\_\_\_

**Respondent Registrar Address** \_\_\_\_\_

**Respondent Registrar E-Mail** \_\_\_\_\_

**Respondent Registrar Phone** \_\_\_\_\_

**Respondent Registrar Fax** \_\_\_\_\_

## ***Application for Reinstatement of Sponsorship***

Previous Registrar Name \_\_\_\_\_  
Previous Registrar Contact \_\_\_\_\_  
Previous Registrar Address \_\_\_\_\_  
Previous Registrar E-Mail \_\_\_\_\_  
Previous Registrar Phone \_\_\_\_\_  
Previous Registrar Fax \_\_\_\_\_

Gaining Registrar Name \_\_\_\_\_  
Gaining Registrar Contact \_\_\_\_\_  
Gaining Registrar Address \_\_\_\_\_  
Gaining Registrar E-Mail \_\_\_\_\_  
Gaining Registrar Phone \_\_\_\_\_  
Gaining Registrar Fax \_\_\_\_\_

**Please attach a list of the domains to be reinstated along with their registrants.  
DotCoop reserves the right to restrict the number of domains and/or registrants on any one  
request.**

## ***Consent to Reinstatement of Sponsorship***

Case Number \_\_\_\_\_

Gaining Registrar Name \_\_\_\_\_

Gaining Registrar Contact \_\_\_\_\_

Gaining Registrar Address \_\_\_\_\_

Gaining Registrar E-Mail \_\_\_\_\_

Gaining Registrar Phone \_\_\_\_\_

Gaining Registrar Fax \_\_\_\_\_

Previous Registrar Name \_\_\_\_\_

Previous Registrar Contact \_\_\_\_\_

Previous Registrar Address \_\_\_\_\_

Previous Registrar E-Mail \_\_\_\_\_

Previous Registrar Phone \_\_\_\_\_

Previous Registrar Fax \_\_\_\_\_

**Gaining Registrar certifies that it is the current sponsor of the attached list of domain name registration(s) and consents to the reinstatement of sponsorship for such registration to the above identified Previous Registrar.**

**Please attach a list of the domains to be reinstated along with their registrants. DotCoop reserves the right to restrict the number of domains and/or registrants on any one request.**

## ***Request for Enforcement***

- The Filing registrar certifies that prior to filing this request for Enforcement, it has attempted to resolve the dispute with the Respondent.

Filing Registrar Name \_\_\_\_\_  
Filing Registrar Contact \_\_\_\_\_  
Filing Registrar Address \_\_\_\_\_  
Filing Registrar E-Mail \_\_\_\_\_  
Filing Registrar Phone \_\_\_\_\_  
Filing Registrar Fax \_\_\_\_\_

Respondent Registrar Name \_\_\_\_\_  
Respondent Registrar Contact \_\_\_\_\_  
Respondent Registrar Address \_\_\_\_\_  
Respondent Registrar E-Mail \_\_\_\_\_  
Respondent Registrar Phone \_\_\_\_\_  
Respondent Registrar Fax \_\_\_\_\_

### **Registrant Information:**

Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
City/St or PV/Postal Code: \_\_\_\_\_  
Country: \_\_\_\_\_  
Email: \_\_\_\_\_  
Phone: \_\_\_\_\_  
Fax: \_\_\_\_\_

### **Admin Information (if different:)**

Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
City/St or PV/Postal Code: \_\_\_\_\_  
Country: \_\_\_\_\_  
Email: \_\_\_\_\_  
Phone: \_\_\_\_\_  
Fax: \_\_\_\_\_

1. Please provide information about the date of the Violation as well as the Incident itself (please attach.)
2. Please describe the requested remedy (please attach.)
3. Please provide a list of the relevant .coop domain names (please attach.)
4. Please provide any information about related legal proceedings or supporting documentation for your Request for enforcement (attach.)

***Response to Request for Enforcement/Notice of Concession***

Case \_\_\_\_\_

Respondent Registrar Name \_\_\_\_\_

Respondent Registrar Contact \_\_\_\_\_

Respondent Registrar Address \_\_\_\_\_

Respondent Registrar E-Mail \_\_\_\_\_

Respondent Registrar Phone \_\_\_\_\_

Respondent Registrar Fax \_\_\_\_\_

Filing Registrar Name \_\_\_\_\_

Filing Registrar Contact \_\_\_\_\_

Filing Registrar Address \_\_\_\_\_

Filing Registrar E-Mail \_\_\_\_\_

Filing Registrar Phone \_\_\_\_\_

Filing Registrar Fax \_\_\_\_\_

- Respondent concedes that the allegations detailed by the Filing Registrar are correct and agrees with the requested remedy.

**OR**

1. Respond to each statement and allegation (attach.)
2. Provide additional information relating to related legal proceedings and any relevant supporting documentation (attach.)

***Notification of Appeal/Waiver of Appeal***

Case \_\_\_\_\_

**Non-Prevailing Party:**

Registrar Name \_\_\_\_\_

Contact Email \_\_\_\_\_

**Prevailing Party:**

Registrar Name \_\_\_\_\_

Contact Email \_\_\_\_\_

**Notification of Appeal:**

Date \_\_\_\_\_

Appeal Reason (attach as needed)

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Date Appeal Filed with Dispute Resolution Provider \_\_\_\_\_

Dispute Resolution Provide Name: \_\_\_\_\_

**OR**

**Non-prevailing Registrar waives its rights to appeal the decision of dotCoop. Registrar agrees that the action resulting from the decision may be implemented by dotCoop immediately upon the receipt of the Waiver of Appeal.**