



.coop TLD Registrar Accreditation Agreement

This .COOP TLD REGISTRAR ACCREDITATION AGREEMENT ("Agreement") is by and between DotCooperation, LLC, a Delaware limited liability company (~~"Sponsor" or "Registry Operator" or "Registry"~~), ~~Mideounties Cooperative Domains Limited, a company registered in England in its capacity as the registry operator,~~ and

_____ [Registrar Name], a [Organization type and jurisdiction] ("Registrar"), and shall be deemed made on _____, at **Washington, D.C., 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 ~~"CentralNic Console" refers to the Registrar interface at <https://registrar-console.centralnic.com/dashboard/login> or such other location as amended from time to time.~~

~~1.3 "CentralNic" refers to CentralNic Ltd of 35-39 Moorgate London, EC2R 6AR a Registry Service provider for the Registry, or its assigns the appointed Registry Service Operator for .coop TLD.~~

~~1.4 ".coop TLD Agreement" means the Sponsorship Agreement by and between Sponsor and the Internet Corporation for Assigned Names and Numbers dated June 30, 2007, for the administration and operation of the .coop TLD and any amendments thereto.~~

~~1.53~~ The "Effective Date" is the last date below on which this Agreement is executed.

~~1.64~~ The "Expiration Date" is the date of the last expiration of the .coop TLD Agreement.

~~1.75~~ "Personal Data" refers to data about any identified or identifiable natural person.

~~1.86~~ "Registered Name" refers to a domain name within the .coop TLD.

~~1.97~~ "Registrant" means the holder of a Registered Name.

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

1.119 The word "registrar," when appearing without an initial capital letter, refers to a person or entity that, consistently with this agreement, contracts with Registrants and with Sponsor and collects registration data about Registrants and submits registration information for entry in the Registry Database.

1.120 "Registration Agreement" means the registration agreement between the Sponsor and the Registrant, in the form provided by the Sponsor on its website and to the Registrar from time to time.

1.134 "Registrar Services" means services provided by a registrar in connection with the .coop TLD and includes contracting with Registrants, ensuring agreement by Registrants to the Registration Agreement, collecting registration data about Registrants, and submitting registration information for entry in the Registry Database.

1.142 "Registry Database" means a database comprised of data about one or more domain names within the domain of the .coop TLD that is used to generate either DNS resource records that are published authoritatively or responses to domain-name availability lookup requests or Whois queries, for some or all of those names.

~~1.1513 "Registry Operator" or "Registry" means DotCooperation, LLC a party to this Agreement as appointed by ICANN to operate the .coop registry ~~Midecounties Cooperative Domains Limited, designated as the sole operator of the .coop TLD under contract with the Sponsor, a party to this agreement.~~~~

~~1.16 "Registry Service Provider" means CentralNic Ltd as appointed by the Sponsor to provide Registry Services for the TLD .coop~~

~~1.174 "Registry System" means the registry system operated by CentralNic Registry for Registered Names in the .coop TLD.~~

~~1.18 "Registry Policies" include those policies, procedures, guidelines, and criteria promulgated by Registry from time to time, and include, ICANN policies applicable to new the TLD(s), which are incorporated herein by reference. Registrar must review those policies as they form part of this Agreement and are subject to amendment from time to time.~~

~~1.1519 "Sponsor" or "Registry" refers to DotCooperation, LLC, a party to this Agreement.~~

~~1.16 "Supporting Sponsor" means the name and contact information for a cooperative supporting organization submitted at the time an application is made by a customer desiring to register a domain name in the .coop TLD.~~

1.~~2017~~ "Term of this Agreement" begins on the Effective Date and continues to the earlier of (a) the Expiration Date, or (b) termination of this Agreement.

1.~~2118~~ A "TLD" is a top-level domain of the DNS.

2. SPONSOR OBLIGATIONS.

2.1 Accreditation. During the Term of this Agreement. Registrar is hereby accredited by Sponsor to act as a registrar (including the ability to add and renew registrations of Registered Names in the Registry Database) for the .coop TLD.

2.2 Registrar Use of Sponsor Name and Sponsor ~~and Registry Operator~~ websites. Sponsor hereby grants to Registrar a non-exclusive, worldwide, royalty-free license during the Term of this Agreement to state that it is accredited by Sponsor as a registrar for the .coop TLD. Sponsor ~~and Registry Operator~~ hereby grant to Registrar the right during the Term of this Agreement to link to pages and documents within the Sponsor ~~and Registry Operator~~ websites. No other use of Sponsor's name or website is licensed hereby. This license may not be assigned or sublicensed by Registrar.

2.3 ICANN Requirements. Sponsor's obligations are subject to modification as the result of ICANN mandated requirements and Consensus Policies as required under the .coop TLD Agreement with ICANN as amended from time to time. Notwithstanding anything in this agreement to the contrary, Registrar shall comply with any such ICANN requirements in accordance with the timeline defined by ICANN.

2.4 System Operation and Access. Throughout the term of this Agreement, ~~Sponsor and CentralNic Registry Operator~~ shall operate the Registry System and provide Registrar with access to the Registry System enabling Registrar to transmit domain name registration information for the Registry to the Registry System according to the protocol developed and used by ~~CentralNic, the Registry and the Registry Operator~~ and known as the Extensible Provisioning Protocol ("EPP").

2.5. Changes to System. Registry Operator and /or CentralNic may from time to time replace or make modifications to the EPP, APIs, or Software or other materials licensed hereunder that will modify, revise or augment the features of the Registry System. Registry Operator and or CentralNic will provide Registrar with at least thirty (30) days notice prior to the implementation of any material changes to the Registry System, unless it is a change to EPP or requires implementation by Registrar in which case CentralNic and or Registry will provide Registrar with ninety (90) days prior notice. Registry will use commercially reasonable efforts to provide Registrar with advance notice of any non-material changes. These notice periods shall not apply in the event Registry System is subject to the imminent threat of a failure or a material security threat, immediate implementation of ICANN temporary policies, or the discovery of a major security vulnerability or a denial of service (DoS) attack where the Registry System is rendered inaccessible by being subject to (i) excessive levels of data traffic, (ii) unauthorized traffic; and/or (iii) data traffic not conforming to the protocols used by the Registry

System, but Registry will use commercially reasonable efforts to provide notice as soon as practicable.

2.6 Distribution of EPP. No later than three business days after the Effective Date of this Agreement, Registry Operator and or CentralNic shall make available- (including posting on the CentralNic Registrar Console) provide to Registrar full documentation of the EPP that will enable Registrar to develop its system to register second-level domain names through the Registry System. If the Sponsor or Registry Operator elects to modify or upgrade the EPP, the Registry Operator shall provide updated documentation for the EPP to the Registrar promptly.

2.6-7 General Obligations of Sponsor. With respect to all matters that impact the rights, obligations, or role of Registrar, Sponsor shall during the Term of this Agreement:

2.7.1 not apply standards, policies, procedures or practices arbitrarily, unjustifiably, or inequitably and not single out Registrar for disparate treatment unless justified by substantial and reasonable cause; and

2.7.2 ensure adequate appeal procedures for Registrar, to the extent it is adversely affected by Sponsor standards, policies, procedures or practices.

2.7.3 Zone Files. Registry will provide Registrar access to Registry zone files, which will be updated by Registry every twenty four (24) hours. Registry will also provide a current list of all domains that are not available to be registered, including, but not limited to, restricted and/or reserved domains that have not been registered.

2.7.4 The Sponsor will post its fees for registration, renewal, transfer and redemption on the CentralNic Registrar Console and are annexed hereto at Appendix A, and in the event there are any non-standard priced domains the Registry will provide a current price list of all non-standard domain names including registration, renewal and transfer pricing. Registry will provide Registrar with a daily file that includes all Registrar registered domains with renewal and redemption pricing, if different than the standard pricing.

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3. REGISTRAR OBLIGATIONS.

3.1 Obligation to maintain a Registrar Agreement with CentralNic. All Registrars as a condition precedent must enter into and maintain a Registrar Agreement with CentralNic, being the CentralNic Registrar Master Access Agreement to gain access to the Registry System and for billing and payments.

3.2 Obligations to Provide Registrar Services. During the Term of this Agreement, Registrar agrees that it will operate as a registrar for the .coop TLD in accordance with

this Agreement and will comply with all Sponsor policies or specifications promulgated with respect to the .coop TLD.

3.3.2

Marketing to Cooperatives. Registrar agrees to ~~offer promote, market and sell~~ .coop second-level domain names to cooperatives and other eligible organizations and to use its ~~best reasonable~~ efforts to ensure that applicants for such names meet the eligibility requirements set forth in the .coop TLD Agreement and the policies established by Sponsor from time to time.

3.43 Registrar Responsibility for Customer Support. Registrar shall be responsible for providing customer service (including domain name record support), billing and technical support, and customer interface to accept customer orders.

3.54 Submission of Registrant Data to Registry. During the Term of this Agreement:

~~3.4.1 a~~As part of its registration of Registered Names in the .coop TLD, Registrar shall submit to Sponsor, or shall place in the Registry Database operated by ~~CentralNicRegistry Operator~~, the following data elements:

~~3.54.1.1~~ The name of the Registered Name being registered;

~~3.54.21.2~~ The IP addresses of the primary nameserver and secondary nameserver(s) for the Registered Name, when available;

~~3.54.1.3~~ The corresponding names of those nameservers, when available;

~~3.54.1.4~~ Unless automatically generated by the Registry System, the identity of the Registrar;

~~3.54.1.5~~ Unless automatically generated by the Registry System, the expiration date of the registration;

~~3.54.1.6~~ Names and contact information for a cooperative reference supplied by the applicant or a pre-verification code supplied by the Sponsor to the applicant;

~~3.4.1.7 Evidence that the applicant has accepted the terms of the .coop Registration Agreement;~~

~~3.54.1.8-7~~ Registrant Name and Authorized person for contact purposes including postal address, email address and ~~voice~~ telephone number;

~~3.54.1.9-8~~ Technical Contact full name, postal address, email address and ~~voice~~ telephone number;

~~3.54.1.109~~ Administrative Contact full name, postal address, email address and ~~voice~~ telephone number;

~~3.54.1.104~~ Billing Contact full name, postal address, email address and ~~voice~~ telephone number; and

~~3.54.1.112~~ Any other data the Sponsor reasonably requires be submitted to it.

~~3.5.124.2~~ Within five (5) business days after receiving any updates from the Registrant to the data elements for any Registered Name for which Registrar provides Registrar Services, Registrar shall submit the updated data elements to Sponsor, or shall place those elements in the Registry Database operated by ~~the Registry Service ProviderRegistry Operator (as instructed by Sponsor)~~.

3.6. Complaints Registrar shall accept written complaints from third parties regarding false and/or inaccurate Whois data of Registrants and follow reasonable policies published by Sponsor from time to time with respect to such complaints.

~~3.74.3 Database Recovery~~ In order to allow reconstitution of the Registry Database in the event of an otherwise unrecoverable technical failure, within ten (10) days of any such request by Sponsor, Registrar shall submit an electronic database containing the data elements listed in Subsections ~~3.54.1.1~~ through ~~3.54.1.12~~, as well as all information collected by Registrar in order to comply with Sponsor policies, such as evidence of the registrant agreement, for all active records in the registry for which Registrar provides Registrar Services, in a format specified by Sponsor, to ~~the Registry Service ProviderSponsor or Registry Operator (as instructed by Sponsor)~~.

~~3.5-8 Public Access to Data on Registered Names.~~ During the Term of this Agreement ~~:~~

~~3.5.1 a~~At its expense, Registrar shall provide an interface or a link to the .coop TLD Whois providing the information as defined in the .coop TLD Agreement.

~~3.59.3 Policies~~ To comply with applicable statutes and regulations and for other reasons, Sponsor may from time to time adopt policies and specifications establishing limits (a) on the data concerning Registered Names that Registrar may make available to the public through a public-access service described in this Subsection 3.5 and (b) on the manner in which Registrar may make such data available. In the event Sponsor adopts any such policy, Registrar shall abide by it provided the Sponsor has given at least thirty (30) days advanced notice.

~~3.6-10.1 Retention of Registrant and Registration Data.~~

~~3.6.1~~ 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 for

which it provides Registrar Services within the .coop TLD. The data for each such registration shall include the elements listed in Subsections 3.45.1 through 3.54.12; and any other Registry Data that Registrar has submitted to ~~Registry Sponsor or Registry Operator~~ under Subsection 3.45.

3.610.2 During the Term of this Agreement and for three years thereafter, Registrar (itself or by its agent(s)) shall maintain the following records relating to its dealings with Sponsor and Registrants:

~~3.610.2.1~~ In electronic form, the submission date and time, and the content, of all registration data (including updates) submitted in electronic form to ~~Sponsor or Registry Operator~~;

~~3.610.2.2~~ In electronic, paper, or microfilm form, all written communications constituting registration applications, confirmations, modifications, rejections, or terminations and related correspondence with Registrants, including registration agreements; and

~~3.610.2.3~~ In electronic form, records of the accounts of all Registrants with Registrar, including dates and amounts of all payments and refunds.

3.610.3 During the Term of this Agreement and for three years thereafter, Registrar shall make these records available for inspection and copying by Sponsor upon reasonable notice. Sponsor shall not disclose the content of such records except as expressly permitted by a Sponsor specification or policy.

3.711. Rights in Data. Registrar disclaims all rights to exclusive ownership or use of any data contained in the Registry Database as required by technical specifications that are made available to Registrar from time to time by ~~Registry the Sponsor or Registry Operator~~. Registrar agrees to grant non-exclusive, irrevocable, royalty-free licenses to make use of and disclose the data provided to ~~the Sponsor or to the Registry Operator~~ for purpose of providing services (such as Whois) providing interactive, query-based public access as well as the provision of authorized access to the TLD zone Files and as otherwise required ~~by ICANN in the the Sponsor or Registry Operator's~~ in the operation of the .coop TLD.

3.912 Business Dealings, Including with Registrants.

3.912.1 In the event Sponsor adopts a specification or policy establishing or approving a Code of Conduct for Sponsor-Accredited registrars, Registrar shall abide by that Code providing the Registrar has received at least thirty (30) days advanced notice.

3.912.2 Registrar shall abide by applicable laws and governmental regulations.

3.912.3 Registrar shall not represent to any actual or potential Registrant that Registrar enjoys access to the .coop TLD Registry System that is superior to that of any other registrar accredited for the .coop TLD.

3.912.4 Registrar shall not activate any Registered Name unless and until it has received confirmation from Registry Sponsor (or Registry Operator acting on behalf of Sponsor) that the applicant for such name has met the eligibility requirements established in the .coop TLD Agreement.

3.912.56 Registrar shall register Registered Names to Registrants only for fixed periods. At the conclusion of the registration period, failure by or on behalf of the Registrant to pay a renewal fee within 45 days of the expiration date shall result in cancellation of the registration. In the event that Sponsor adopts a specification or policy concerning procedures for handling expiration of registrations, Registrar shall abide by that specification or policy provided the Sponsor has given Registrar advanced notice of any such changes of at least thirty (30) days.

3.912.7-6 Registrar shall not insert or renew any Registered Name in the .coop TLD in a manner contrary to a Sponsor policy stating a list or specification of excluded Registered Names that is in effect at the time of insertion or renewal.

3.12.7-9-8 Registrar shall require all Registered Name Holders to enter into two agreements:

3.912.7-8.1 an electronic or paper registration agreement with Registrar substantially in the form set forth in Appendix C hereof, as modified from time to time by Registrar; and

3.912.78.2 an electronic or paper Registration Agreement between Sponsor and Registrant in the form set forth in Appendix B hereof, as modified from time to time by Sponsor giving the Registrar at least thirty (30) days advanced notice of such changes. Registrar may not modify the substance of the Registration Agreement in any way.

3.12.3. Registrar shall take reasonable steps to protect personal data associated with Registrant data from loss, misuse, unauthorized disclosure, alteration or destruction.

~~3.10-13~~ 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 Sponsor, Registrar shall comply with the .coop Dispute Policy identified on Sponsor's website.

3.14.1 Time. In the event of any dispute concerning the time of the entry of a domain name registration into the Registry database, the time shown in the Registry records shall control.

3.1~~51~~ Fees. Registrar shall pay remittance fees due to Sponsor under 3.51.1 to CentralNic. to Sponsor. All fees are exclusive of applicable taxes, which Registrar will be responsible for paying.

3.1~~51~~.1 Registration Fees. Registrar agrees to pay Sponsor the appropriate non-refundable sum based on the length of registration as noted in Appendix A for each annual increment of an initial domain name registration and for each annual increment of a domain name re-registration (collectively, the “Registration Fees”) registered by Registrar through the Registry System. Registrar understands and agrees that CentralNic Registry Operator may collect Registration Fees on Sponsor's behalf.

3.1~~51~~.2 Registration Fee Adjustment. Sponsor reserves the right to adjust annual Registration Fees prospectively upon ~~thirty (30)~~ one hundred and eighty (180) days prior notice to Registrar, provided that such adjustments are consistent with the .coop TLD Agreement and such adjustments are applicable to all registrars accredited by the Sponsor.

~~3.11.3 Payment of Registry Fees. Sponsor will draw payment for Registration Fees once registrations are verified from the deposit contemplated in Section 3.14. Sponsor will provide Registrar with a statement of activity monthly in arrears for each month's Registration Fees drawn from the Deposit Account.~~

3.1~~51~~.4 Variable Sponsor-Level Fee. For quarters in which ICANN does not collect a variable accreditation fee from all registrars, Sponsor (or CentralNic) will invoice and collect these fees from the Registrar. Fees will be transactional and per-registrar as defined in the .coop TLD Agreement (Section 7.2.d). Registrar shall pay these Fees within thirty (30) ~~10~~ calendar days of the Sponsor's or Centralnic's invoice.

3.1~~51~~.5 Digital Divide Fund Contribution. Once the Sponsor has legally established a Digital Divide Fund and started regularly remitting funds to it in accordance with all the commitments it undertook in relation to such fund, whether such commitment are toward the Registrar or any other third party, the Registrar shall remit funds to the Digital Divide Fund in accordance with Appendix A to this Agreement. Payments to the Digital Divide Fund by the Sponsor and the Registrar shall be done on a uniform basis.

3.1~~51~~.6 On reasonable notice given by Sponsor 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).

~~3.12-16~~ 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.

~~3.13-17~~ Free Fee Services. The Registrar is hereby notified that the Sponsor has sold domain years in bulk to specific resellers ('Bulk Resellers'). A list of these resellers is provided in Appendix A. In the event the Registrar chooses to contract with any of the Bulk Resellers, the Registrar will register the remaining balance of the unsold bulk domain years, as the case may be, free of fees and will not have to pay the Sponsor for domain years sold of the remaining balance of the unsold bulk domain years since these funds have already been remitted. The Sponsor hereby informs the Registrar that the Sponsor may renegotiate the terms of the agreements with the Bulk Resellers, but it undertakes not to contract new Bulk Resellers or sell the Bulk Resellers more domain years. In case the Registrar wishes to contract any of the Bulk Resellers listed in Appendix A, it is the Registrar's responsibility to contact the Sponsor to determine the outstanding balance of the unsold bulk domain years.

~~3.17.1~~ The bulk domain years sold by the Registrar, whether directly or indirectly through a reseller, shall not be taken into account when calculating the Registrar Deposit Amount balance ~~noted in 3.14 below~~.

~~3.184~~ Registrar's Resellers . Registrar may choose to allow its own resellers to facilitate the registration of domain names in the Registry System and agrees to expressly adhere its resellers to all obligations assumed by Registrar in this Section 3 of this Agreement.

~~3.19~~ Responsibility Registrar will in any event remain fully responsible for the compliance of all obligations assumed by Registrar in this Section 3 of this Agreement.

~~Deposit. Registrar shall post and refresh the minimum deposit set forth in Appendix A against which fees will be drawn.~~

~~3.15-20~~ Revocation. Registrar shall follow all instructions from Sponsor (or from Registry Service Provider Operator acting on behalf of Sponsor) with respect to revoking registrations or denying applications, and shall process any returned fees to applicants in connection with such revocations or denials at no additional cost to Sponsor.

~~3.16-21~~ Accredited Registrar. During the Term of this Agreement, Registrar shall maintain in full force and effect its accreditation by ICANN as a Registrar ~~for the .coop TLD~~.

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, with new or revised specifications (including forms of agreement to which Registrar is a party) and policies established by Sponsor in the manner described in Subsection 4.2.

4.2 Establishment of New and Revised Specifications and Policies.

4.2.1 "Sponsor Policies" are those specifications or policies established by Sponsor in consultation with its advisory bodies.

4.2.2 Sponsor Policies will be posted on Sponsor's website and on the CentralNic Registrar console and shall be binding on Registrar.

4.3 Time Allowed for Compliance. Registrar shall be afforded a reasonable period of time after receiving notice of the establishment of a specification or policy under Subsection 4.2 in which to comply with that specification or policy, taking into account any urgency involved, unless mandated earlier by ICANN the Sponsor shall provide no less than thirty (30) days notice for changes of policy or new specifications.-

5. MISCELLANEOUS PROVISIONS.

5.1 Specific Performance. While this Agreement is in effect, either party may seek specific performance of any provision of this Agreement in the manner provided in Section 5.5 below, provided the party seeking such performance is not in material breach of its obligations.

5.2 Termination

5.2.1 Termination of Agreement by Registrar. This Agreement may be terminated before its expiration by Registrar by giving Sponsor thirty days written notice. Upon such termination by Registrar, Registrar shall not be entitled to any refund of fees paid to Sponsor pursuant to this Agreement.

5.2.2 Termination of Agreement by Sponsor. This Agreement may be terminated before its expiration by Sponsor on thirty days' written notice in any of the following circumstances:

5.2.2.1 There was a material misrepresentation, material inaccuracy, or materially misleading statement in Registrar's application for accreditation or any material accompanying the application;

5.2.2.2 Registrar is convicted by a court of competent jurisdiction of a felony or other serious offense related to financial activities, or is judged by a court of competent jurisdiction to have committed fraud or breach of fiduciary duty, or is the subject of a judicial determination that Sponsor reasonably deems as the substantive equivalent of those offenses;

5.2.2.3 Registrar is disciplined by the government of its domicile for conduct involving dishonesty or misuse of funds of others;

5.2.2.4 Any officer or director of Registrar is convicted of a felony or of a misdemeanor related to financial activities, or is judged by a court to have committed fraud or breach of fiduciary duty, or is the subject of a judicial determination that Sponsor deems as the substantive equivalent of any of these; provided, such officer or director is not removed in such circumstances;

5.2.2.5 Registrar fails to cure any breach of this Agreement within fifteen working days after Sponsor gives Registrar notice of the breach;

5.2.2.6 Registrar fails to comply with a ruling granting specific performance under Subsections 5.1 and 5.5;

5.2.2.7 Registrar continues acting in a manner that Sponsor has reasonably determined endangers the stability or operational integrity of the Internet after receiving three days notice of that determination;

5.2.2.8 Registrar becomes bankrupt or insolvent.

5.3 Term of Agreement; Renewal; Right to Substitute Updated Agreement. This Agreement shall be effective on the Effective Date and shall have an initial term running until the Expiration Date, unless sooner terminated. Thereafter, if Registrar seeks to continue its accreditation, it may apply for renewed accreditation, and shall be entitled to renewal provided it meets the Sponsor-adopted specification or Sponsor Policy on accreditation criteria then in effect, is in compliance with its obligations under this Agreement, as it may be amended, and agrees to be bound by terms and conditions of the then-current Registrar Accreditation Agreement (which may differ from those of this Agreement) that Sponsor adopts. In connection with renewed accreditation, Registrar shall confirm its assent to the terms and conditions of the then-current Registrar Accreditation Agreement by signing that Accreditation Agreement.

In the event that, during the Term of this Agreement, Sponsor posts on its website an updated form of Registrar Accreditation Agreement applicable to accredited registrars, Registrar (provided it has not received (1) a notice of breach that it has not cured or (2) a notice of termination of this Agreement under Subsection 5.2.2 above) may elect, by giving Sponsor ~~and Registry Operator~~ written notice, to enter an agreement in the updated form in place of this Agreement. In the event of such election, Registrar,

~~Registry Operator~~ and Sponsor shall promptly sign a new Accreditation Agreement that contains the provisions of the updated form posted on the website, with the length of the term of the substituted agreement as stated in the updated form posted on the website, calculated as if it commenced on the date this Agreement was made, and this Agreement will be deemed terminated.

5.5 Resolution of Disputes Under this Agreement. Disputes arising under or in connection with this Agreement, including (1) disputes arising from Sponsor's failure to renew Registrar's accreditation and (2) requests for specific performance, shall be resolved in a court of competent jurisdiction or, at the election of any party, by an arbitration conducted as provided in this Subsection 5.5 pursuant to the International Arbitration Rules of the American Arbitration Association ("AAA"). The arbitration shall be conducted in English and shall occur in Washington, DC, USA. There shall be three arbitrators: each party shall choose one arbitrator and, if those two arbitrators do not agree on a third arbitrator, the third shall be chosen by the AAA. The parties shall bear the costs of the arbitration in equal shares, subject to the right of the arbitrators to reallocate the costs in their award as provided in the AAA rules. The parties shall bear their own attorneys' fees in connection with the arbitration, and the arbitrators may not reallocate the attorneys' fees in conjunction with their award. The arbitrators shall render their decision within ninety days of the conclusion of the arbitration hearing. In all litigation involving Sponsor ~~or Registry Operator~~ concerning this Agreement (whether in a case where arbitration has not been elected or to enforce an arbitration award), jurisdiction and exclusive venue for such litigation shall be in a court located in Washington, DC, USA; however, any of the parties shall also have the right to enforce a judgment of such a court in any court of competent jurisdiction. For the purpose of aiding the arbitration and/or preserving the rights of the parties during the pendency of an arbitration, any of the parties shall have the right to seek temporary or preliminary injunctive relief from the arbitration panel or in a court located in Washington, DC, USA, which shall not be a waiver of this arbitration agreement.

5.6 Limitations on Monetary Remedies for Violations of this Agreement. Sponsor's ~~and Registry Operator's~~ aggregate monetary liability for violations of this Agreement shall not exceed the amount of fees paid by Registrar to Sponsor under of this Agreement. Registrar's monetary liability to Sponsor for violations of this Agreement shall be limited to fees owing to Sponsor under this Agreement. In no event shall any party be liable for special, indirect, incidental, punitive, exemplary, or consequential damages for any violation of this Agreement.

5.7 Assignment. Either of Sponsor or Registrar may assign or transfer this Agreement only with the prior written consent of the other two parties, which shall not be unreasonably withheld, except that Sponsor may assign this agreement by giving Registrar ~~and Registry Operator~~ written notice of the assignment. ~~Registry Operator may not assign or transfer this Agreement.~~

5.8 No Third-Party Beneficiaries. This Agreement shall not be construed to create any obligation ~~by any of Sponsor, Registry Operator, or Registrar~~ to any non-party to this Agreement, including any Registrant.

5.9 Notices, Designations, and Specifications. All notices to be given under this Agreement shall be given in writing at the address of the appropriate party as set forth below, unless that party has given a notice of change of address in writing. Any notice required by this Agreement shall be deemed to have been properly given when delivered in person, when sent by electronic facsimile with receipt of confirmation of delivery, or when scheduled for delivery by internationally recognized courier service. Designations and specifications by Sponsor under this Agreement shall be effective when written notice of them is deemed given to Registrar.

If to Sponsor, addressed to:

DotCooperation LLC
1401 New York Avenue, N.W.
Suite 1100
Washington, DC 20005
USA
Tel: +1.202-383-5453
Fax: +1.202-628-6726
Email: support@nic.coop

If to Registrar, addressed to:

[Registrar Name]
[Mailing Address]
Attention: [contact person]
Registrar Website URL: [URL]
Telephone: [telephone number]
Facsimile: [fax number]
e-mail: [e-mail address]

5.10 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 Washington, DC, USA.

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

5.13 Amendments and Waivers. No amendment, supplement, or modification of this Agreement or any provision hereof shall be binding unless executed in writing by both Sponsor and Registrar. 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.

5.14 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.

5.15 Entire Agreement. Except to the extent (a) expressly provided in a written agreement executed by both Sponsor and Registrar concurrently herewith or (b) of written assurances provided by Registrar to Sponsor 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 that subject.

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

[Registrar Name] _____

By: _____

Name: _____

Title: _____

Date: _____

DotCooperation LLC

By: _____

Name: _____

Title: _____

Date: _____

~~**Midecounties Co-operative Domains Limited**~~

~~By: _____~~

~~Name: _____~~

Title: _____

Date: _____

Appendix A

A. 1 Registration Fees

Registration Period	Cost to Registrar/ Domain Year
1-4 yr	\$64/yr
5-9 yr	\$60/yr
10 yr	\$52/yr

At the point of registration all domain registrars will be charged at the base rate of \$64 /domain year. The reduced undiscounted annual rates for 5 to 10-year registration periods will be reflected in credits given to registrars retrospectively and at the end of each month. price will be seen as an automatic refund at the end of month made to the Registrars account.

A. 2 Digital Divide Fund Contribution

Registrar shall make a contribution to the Digital Divide Fund, for the first 500 registrations in each month, in the amount of \$0.16 US for each year of each registration it completes, and in the amount of \$0.32 US for each single-year registration it completes for each registration in excess of 500 in each month.

~~A. 3 Deposit Amount~~

~~At the time of execution of this Agreement, Registrar shall remit to the Sponsor a sum equal to \$64.00US for each year of each registration times the number of registrations projected by the registrar as its total sales for each month Upon acceptance by it of any registration application submitted by Registrar, Sponsor shall calculate the deduction based on the appropriate registration charge related to the length of registration as noted in Appendix A.1 from the Deposit Amount for each year of such registration.~~

~~When the balance of the Deposit Amount equals forty percent (40%) of the total amount initially remitted by Registrar, Sponsor shall notify Registrar of such event and Registrar shall remit such sum to Sponsor as will cause the Deposit Amount to equal its initial balance.~~

~~In the event that the Registrar's monthly sales exceed its projection for three consecutive months the Deposit Amount shall increase to a sum equal to \$64.00US for each year of each registration times the average number of registrations per month over such three months.~~

~~A. 4 Bulk Resellers:~~

~~1. Elaborate.c.r.l~~

~~2. Mondragon Conet~~

Appendix B

REGISTRATION AGREEMENT

Amended: 1 August 2011

INTRODUCTION.

In this Service Agreement ("Agreement"), "you" and "your" refer to each registrant ("Registrant") and "we", "us" and "our" refer to DotCooperation LLC or DotCoop ("Sponsor"). This Agreement, including the .coop Charter (Attachment A) that is incorporated into this Agreement, explains our obligations to you and your obligations to us in relation to your use of our services. Our primary website as referenced in this Agreement shall be located at www.coop.

FEES, PAYMENT AND TERM OF SERVICE.

As consideration for the services you have selected, you agree to pay Sponsor through your selected .coop accredited registrar the applicable service(s) fees at the time of your selection. All fees are due immediately and are non-refundable. Unless otherwise specified, each Sponsor service is for a one-year through ten-year initial term and renewable in perpetuity thereafter for successive one-year through ten-year terms. Any renewal of your services with us is subject to our then current terms and conditions and payment of all applicable service fees at the time of renewal and in the case of domain name re-registration, our acceptance of your domain name registration in our capacity as the Sponsor for .coop names.

ELIGIBILITY

As further consideration for the Sponsor service(s), you agree to:

1. provide certain current, complete and accurate information about you as required by the application process;
2. meet all eligibility requirements mandated by Sponsor for registration of a .coop name, as set forth in Attachment A hereto; and
3. maintain and update this information as needed to keep it current, complete and accurate.

We rely on accurate information provided by you to send you important information and notices regarding your account and our services, and to monitor whether .coop names are being used appropriately. In the event you are found not to be entitled to register a .coop domain name for failure to meet Sponsor

eligibility requirements, you acknowledge and agree that the domain name may not be registered (and, if already registered, will be withdrawn). You release Sponsor from any and all liability stemming from withdrawal of any domain name. Withdrawn .coop names will be returned to the pool of names available for registration.

PRIVACY POLICY

Our Privacy Policy located on our website. and incorporated herein by reference, sets forth your and our rights and responsibilities with regard to your personal information. We will not process the personal data that we collect from you in a way incompatible with the purposes and other limitations described in our Privacy Policy and we will take reasonable precautions to protect your personal data from loss, misuse and unauthorized access, disclosure, alteration or destruction. Subject to the requirements of our Privacy Policy, in order for us to comply the current rules and policies for the domain name system, you hereby grant to Sponsor the right to disclose to third parties through an interactive publicly accessible registration database the following mandatory information that you are required to provide when registering or reserving a domain name:

- i. the domain name(s) registered by you;
- ii. your organization name, postal address, authorized contact, email address, and voice telephone number;
- iii. the name(s), postal address(es), e-mail address(es), voice telephone number and where available the fax number(s) of the technical, administrative and billing contacts for your domain name(s);
- iv. the Internet protocol numbers of the nameserver(s) for such domain name(s);
- v. the corresponding names of those nameservers;
- vi. the original creation date of the registration;
- vii. the expiration date of the registration; and
- viii. other information as required by our .coop Sponsored TLD Agreement with ICANN.

APPLICABLE POLICIES.

You agree to adhere to the .coop policies set forth on our website, including but not limited to the following:

- Bulk Registration Offer Policy
- Dispute Policy
- Domain Name Category Policy
- Privacy Policy
- Transfer Policy & Supplement Policy for Disputes
- Third Level Domain Policy
- Verification Policy

You agree that we, in our sole discretion, may create new policies and modify any existing policy. We will post any such new or revised policy on our website at least thirty (30) calendar days before it becomes effective. You agree that, by maintaining the reservation or registration of your domain name after creation of or modifications to a policy become effective, you have agreed to these additions or modifications. You acknowledge that if you do not agree to any such addition or modification, you may terminate this Agreement. We will not refund any fees paid by you if you terminate your Agreement with us.

MODIFICATIONS TO AGREEMENT.

Except as otherwise provided in this Agreement, you agree, during the term of this Agreement, that we may:

1. revise the terms and conditions of this Agreement (and its Attachment);
2. change the services provided under this Agreement at any time.

Any such revision or change will be binding and effective immediately upon posting of the revised Agreement or change to the service(s) on our Sponsor website, or upon notification to you by email. You agree to periodically review our website, including the current version of this Agreement available on our website, to be aware of any such revisions. If you do not agree with any revision to the Agreement, you may terminate this Agreement at any time by providing us with notice by e-mail (support@nic.coop) or mail addressed as follows, **Attention: Carolyn Hoover, Director**—DotCooperation LLC, 1401 New York Avenue, NW, Suite 1100, Washington, DC 20005. Notice of your termination will be effective on receipt and processing by us. Any fees paid by you if you terminate your Agreement with us are nonrefundable, but you will not incur any additional fees. By continuing to use Sponsor services after any revision to this Agreement or change in service(s), you agree to abide by and be bound by any such revisions or changes. We are not bound by nor should you rely on any representation by any agent, representative or employee of any third party that you may use to apply for our services.

MODIFICATIONS TO YOUR ACCOUNT.

Modifications to your Account must be submitted and maintained through your .coop-accredited registrar.

DOMAIN NAME DISPUTES.

You agree that, if your use of our domain name registration services is challenged by a third party, you will be subject to the provisions specified in our then current Dispute Policy.

NOTICES AND ANNOUNCEMENTS.

You authorize us to notify you of information that is necessary for maintenance of your registration. If you do not wish to receive certain informational bulk email notices or announcements, you will notify us of this request using email to support@nic.coop. We will remove you from the mailing list within 10 days of the receipt of the request.

LIMITATION OF LIABILITY.

You agree that our entire liability, and your exclusive remedy, with respect to any Sponsor service(s) provided under this Agreement and/or for any breach of this Agreement is solely limited to the amount you paid for such service(s). Sponsor and its contractors shall not be liable for any direct, indirect, incidental, special or consequential damages resulting from the use or inability to use any of the Sponsor services or for the cost of procurement of substitute services. Because some countries do not allow the exclusion or limitation of liability for consequential or incidental damages, in such states, our liability is limited to the extent permitted by law. We disclaim any and all loss or liability resulting from, but not limited to: (1) loss or liability resulting from access delays or access interruptions; (2) loss or liability resulting from data non-delivery or data mis-delivery; (3) loss or liability resulting from acts of God; (4) loss or liability resulting from the unauthorized use or misuse of your Account Number or Password; (5) loss or liability resulting from errors, omissions, or misstatements in any and all information or service(s) provided under this Agreement; (6) loss or liability relating to the withdrawal of your domain name for failure to meet our eligibility requirements; (7) loss or liability resulting from the development or interruption of your website; (8) loss or liability that you may incur in connection with our processing of your application for our services, our processing of any authorized modification to your domain name record or your agent's failure to pay any fees, including the initial registration fee or reregistration fee; or (9) loss or liability as a result of the application of our Dispute Policy.

INDEMNITY.

You agree to release, indemnify, and hold Sponsor, in our capacity as the registry, and our contractors, agents, employees, officers, directors, shareholders, affiliates and assigns, harmless from all liabilities, claims, damages, costs and expenses, including reasonable attorneys' fees and expenses, of third parties relating to or arising under this Agreement, the Sponsor services provided hereunder or your use of the Sponsor services, including without limitation infringement or dilution by you, or someone else using our service(s) from your computer, of any intellectual property or other proprietary right of any person or entity, or a violation of any of our operating rules or policies relating to the service(s) provided. When we are threatened with suit or sued by a third party, we may seek written assurances from you concerning your promise to indemnify us; your

failure to provide those assurances may be considered by us to be a material breach of this Agreement.

BREACH.

You agree that your failure to abide by any provision of this Agreement, any Sponsor operating rule or policy, or your willful provision of inaccurate or unreliable information as part of the application process, or your failure to update your information to keep it current, complete or accurate, or your failure to respond for over fifteen (15) calendar days to inquiries from us concerning the accuracy of the details associated with your domain name registration may be considered by us to be a material breach and that we may provide a written notice, describing the breach, to you. If within ten (10) calendar days of the date of such notice, you fail to provide evidence, which is reasonably satisfactory to us, that you have not breached your obligations under the Agreement, then we may delete the registration or reservation of your domain name and/or terminate the other Sponsor service(s) you are using without further notice. We will not refund any fees paid by you if we terminate your Agreement due to your breach. Any such breach by you shall not be deemed to be excused simply because we did not act earlier in response to that, or any other breach, by you.

REPRESENTATIONS AND WARRANTIES.

You agree and warrant that: (i) the information that you provide to us during the application process to register your domain name or to apply for other Sponsor service(s) is, to the best of your knowledge and belief, accurate and complete, and that any future changes to this information will be provided to us in a timely manner according to the modification procedures in place at that time, (ii) to the best of your knowledge and belief neither the registration of your domain name nor the manner in which you intend to use (or permit others to use) such domain name will directly or indirectly infringe the legal rights of a third party or contravene Sponsor policies, (iii) you have all requisite power and authority to execute this Agreement and to perform your obligations hereunder, (iv) you have selected the necessary security option(s) for your domain name registration record, (v) you are not registering the domain name for an unlawful purpose, (vi) you will not knowingly use the domain name in violation of any applicable laws or regulations, and (vii) you are of legal age to enter into this Agreement. You agree that your use of our service(s) is solely at your own risk. You agree that all of our services are provided on an "as is," and "as available" basis.

DISCLAIMER OF WARRANTIES.

WE EXPRESSLY DISCLAIM ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. WE MAKE NO

WARRANTY THAT OUR SERVICE(S) WILL MEET YOUR REQUIREMENTS, OR THAT THE SERVICE(S) WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR FREE; NOR DO WE MAKE ANY WARRANTY AS TO THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE SERVICE(S) OR AS TO THE ACCURACY OR RELIABILITY OF ANY INFORMATION OBTAINED THROUGH OUR SERVICE. YOU UNDERSTAND AND AGREE THAT ANY MATERIAL AND/OR DATA DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE USE OF OUR SERVICE IS DONE AT YOUR OWN DISCRETION AND RISK AND THAT YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR COMPUTER SYSTEM OR LOSS OF DATA THAT RESULTS FROM THE DOWNLOAD OF SUCH MATERIAL AND/OR DATA. WE MAKE NO WARRANTY REGARDING ANY GOODS OR SERVICES PURCHASED OR OBTAINED THROUGH ANY OF OUR SERVICES OR ANY TRANSACTIONS ENTERED INTO THROUGH SUCH SERVICES. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM US SHALL CREATE ANY WARRANTY NOT EXPRESSLY MADE HEREIN. TO THE EXTENT JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF CERTAIN WARRANTIES, SOME OF THE ABOVE EXCLUSIONS MAY NOT APPLY TO YOU.

SEVERABILITY.

You agree that the terms of this Agreement are severable. If any term or provision is declared invalid or unenforceable, that term or provision will be construed consistent with applicable law as nearly as possible to reflect the original intentions of the parties, and the remaining terms and provisions will remain in full force and effect.

ENTIRETY.

You agree that this Agreement, the rules and policies publicly published by us on our website are the complete and exclusive agreement between you and us regarding our services. This Agreement and our currently published rules and Policies supersede all prior agreements and understandings, whether established by custom, practice, policy or precedent.

TRANSFER AND ASSIGNMENT.

You may transfer your domain name registration to a third party of your choice, subject to the eligibility procedures and conditions found at our website, incorporated herein by reference. Your assignee must independently apply for registration of this domain name, be found to be eligible, and enter a registration contract with Sponsor and an accredited .coop registrar. Your rights under this Agreement are not assignable and any attempt by your creditors to obtain an

interest in your rights under this Agreement, whether by attachment, levy, garnishment or otherwise, renders this Agreement voidable at our option.

GOVERNING LAW.

You agree that this Agreement and any disputes hereunder shall be governed in all respects by and construed in accordance with the laws of the District of Columbia, USA excluding its conflict of laws rules. Except for disputes concerning or arising from your use of a domain name registered with us, you and we each submit to exclusive subject matter jurisdiction, personal jurisdiction and venue of the District of Columbia. Only for disputes concerning or arising from your use of a domain name registered with us, you agree to submit to subject matter jurisdiction, personal jurisdiction and venue of the District of Columbia and the courts of your domicile.

AGREEMENT TO BE BOUND.

By applying for a Sponsor service(s) through our online application process or by using the service(s) provided by Sponsor under this Agreement, you acknowledge that you have read and agree to be bound by all terms and conditions of this Agreement and any pertinent rules or policies that are or may be published by Sponsor.

Attachment A

.COOP Charter

The .coop TLD will be established to serve the needs of the international cooperative community ("Community"). It will be managed in accordance with the provisions of this charter ("Charter") and in the interests of the Community.

1. The Sponsor will be responsible for establishing registration requirements for the .coop TLD, provided that registrations shall be granted only to persons or entities that are defined in item 3 below.
 2. For the purposes of this Charter, a "cooperative" is an organization meeting the definition and committed to the values and principles set forth in the Statement on the Co-operative Identity (see <http://www.ica.coop/coop/principles.html>) adopted by the International Co-operative Alliance ("ICA"), as set forth below and as it may be revised from time to time.
 3. Sponsor's policies may permit registration within the Community by the following:
 - a. members of the National Cooperative Business Association (NCBA), if otherwise eligible;
 - b. members of ICA, if otherwise eligible;
 - c. organizations formed as and/or considered cooperatives under applicable local law;
 - d. associations comprised of cooperatives;
 - e. organizations that are committed to the seven cooperative principles;
 - f. organizations that are majority controlled by cooperatives;
 - g. entities whose operations are principally dedicated to serving cooperatives; and
 - h. for no more than 5000 registrants, persons or entities whose use of a .coop domain name would, in the opinion of the DCLLC Board, advance the interests of the cooperative sector in general or would assist in the development of cooperatives worldwide.
 4. The Sponsor may establish stricter requirements for registrants according to the requirements of policy-development set forth in the Sponsored TLD Sponsorship Agreement.
 5. The Sponsor will promptly convey to ICANN any modifications that may be made to the definition of "cooperative" in the ICA Statement of Co-operative Identity.
-

From Statement of Co-operative Identity

Definition - A co-operative is an autonomous association of persons united voluntarily to meet their common economic, social, and cultural needs and aspirations through a jointly-owned and democratically-controlled enterprise.

Values - Co-operatives are based on the values of self-help, self-responsibility, democracy, equality, equity, and solidarity. In the tradition of their founders, co-operative members believe in the ethical values of honesty, openness, social responsibility, and caring for others.

Principles - The co-operative principles are guidelines by which co-operatives put their values into practice.

1st Principle: Voluntary and Open Membership - Co-operatives are voluntary organizations, open to all persons able to use their services and willing to accept the responsibilities of membership, without gender, social, racial, political, or religious discrimination.

2nd Principle: Democratic Member Control - Co-operatives are democratic organizations controlled by their members, who actively participate in setting their policies and making decisions. Men and women serving as elected representatives are accountable to the membership. In primary co-operatives members have equal voting rights (one member, one vote), and co-operatives at other levels are also organized in a democratic manner.

3rd Principle: Member Economic Participation - Members contribute equitably to, and democratically control, the capital of their co-operative. At least part of that capital is usually the common property of the co-operative. Members usually receive limited compensation, if any, on capital subscribed as a condition of membership. Members allocate surpluses for any or all of the following purposes: developing their co-operative, possibly by setting up reserves, part of which at least would be indivisible; benefiting members in proportion to their transactions with the co-operative; and supporting other activities approved by the membership.

4th Principle: Autonomy and Independence - Co-operatives are autonomous, self-help organizations controlled by their members. If they enter into agreements with other organizations, including governments, or raise capital from external sources, they do so on terms that ensure democratic control by their members and maintain their co-operative autonomy.

5th Principle: Education, Training and Information - Co-operatives provide education and training for their members, elected representatives, managers, and employees so they can contribute effectively to the development of their co-

operatives. They inform the general public - particularly young people and opinion leaders - about the nature and benefits of co-operation.

6th Principle: Co-operation Among Co-operatives - Co-operatives serve their members most effectively and strengthen the co-operative movement by working together through local, national, regional, and international structures.

7th Principle: Concern for Community - Co-operatives work for the sustainable development of their communities through policies approved by their members..

Appendix C

[form of Registrar/Registrant agreement]