THE POLICY OF THE .UA DOMAIN

Contents

1. General principles and provisions

1.1. The top-level domain .UA is a constituent part of the global domain name system, which is administered by the "Internet Corporation For Assigned Names And Numbers" (ICANN). ICANN has a status of an international non-profit non-governmental organization with location in the USA and acts on behalf and in the interests of all the Internet users.

1.2. The present "Policy of the .UA Domain" (hereinafter - the Policy) is worked out by the .UA domain administrator subject to the effective ICANN rules (RFC#1591, ICP-1), with due regard to the recent recommendations of ICANN, CENTR, US DoC, WIPO as well as the international experience, and is approved by the Public Supervisory Board for the .UA Domain Administration.

1.3. The aim of the present Policy is to determine such system of interrelations and procedures regarding the delegation and administration of domain names in the .UA domain, which:

1.3.1. satisfies the requirements of the society and entrepreneurship;

1.3.2. complies with the effective legislation of Ukraine;

1.3.3. facilitates the development of the domain name system and the Internet on the whole in Ukraine;

1.3.4. meets the interests of the global Internet community.

1.4. Within the framework of the present Policy the term "the Internet community of Ukraine" ("the Ukrainian Internet community") shall imply the community of all the citizens and/or residents of Ukraine, natural and legal persons, governmental authorities, state run public authorities of Ukraine and local authorities that use the Internet and Internet-technologies regardless of the aims and ways of such use.

1.5. Within the framework of the present Policy the meaning of the term "person" shall include natural as well as legal persons. Natural and legal persons have equal rights with regard to the domain name system.

1.6. Within the framework of the present Policy the term "delegation" shall be used according to definitions of Cl.4.2.2 of the effective Internet standard STD0013 (RFC#1034, see Cl.10.2) and ICP-1 (see Cl.10.6).

1.7. Within the framework of the present Policy the term "Mark" shall imply a verbal mark for goods and services, with regard to which the Certificate of Ukraine for the trademark or service mark is issued by the central executive authority dealing with issues of legal protection of intellectual property, or the one that obtained legal protection on the territory of Ukraine pursuant to the Madrid Agreement on International Registration of Marks, or in case such registered trademark or service mark consists of a text and other designations – its verbal part, which itself is an object of legal protection.

1.8. The interests of all the members of the Ukrainian Internet community regarding the domain name system are equal to the extent to which they do not affect other legitimate interests of the members of the Ukrainian Internet community and/or any third parties.

1.9. A domain name is not an object of ownership. Terms and conditions of domain name delegation are determined on the contractual basis.

1.10. Within the framework of the present Policy domains are divided into two categories based on their purpose:

    1.10.1. **Public domains**, i.e. domains that are administered in the interests of a certain community;

    1.10.2. **Private domains**, i.e. domains that are administered by a certain person in his own interests.

1.11. The category of a domain is determined at the moment of delegation of its domain name (see Cl. 4.21.5).

1.12. The .UA domain is delegated to its current administrator in the interests of the entire Ukrainian Internet community. Therefore the .UA domain is a public resource, i.e. a public domain.

1.13. Public domain administrators shall be concerned about "responsibilities" and "service to the society". The activity of public domain administrators shall be estimated in terms of the effectiveness of their operation and the extent of satisfaction of requirements of the Ukrainian and global Internet community.

1.14. Since a domain is an administratively determined subset of the hierarchical domain namespace, the policy of a lower level domain may only concretize and/or supplement certain provisions of the policy of a higher level domain, but must not contradict it. Their administrators establish the policies of domains delegated in the .UA domain at the moment of delegation, provided that there is consent of a higher-level domain administrator; these policies must not contradict the present Policy.

1.15. Issues of contradiction of a public domain policy with the present Policy are settled in compliance with the domain disputes resolution procedure set forth by Article 9 of the present Policy.

2. Domain name delegation policy

2.1. Domain names in a public domain may be delegated as public or private ones according to the policy of the public domain of the previous level and in compliance with the decision of its administrator.

2.2. Delegation of public domain names in a private domain is not possible.

2.3. The domain name **www** in a public domain is reserved for the administrator of such public domain; it must point to the website where the policy of such public domain and the list of registrars registering domain names in such domain are published.

2.4. Requests for delegation of any names in a public domain are processed by the administrator on the "first-come-first-served" basis, except as otherwise provided for by the policy of a particular public domain.

2.5. A public domain policy may establish "a simultaneity period", i.e. the time interval from the moment of receipt of the first request for a domain name, during which all subsequent requests for such domain name are regarded as received simultaneously with the first one.

2.6. Second-level public domains may be delegated in the .UA domain.

2.6.1. The domain name of a public domain should be chosen in such a way that its second-level component (before the "." character but not including it) has a discrimination ability and is presented by symbols from among the letters of the Latin alphabet, numerals and the „-" character. The second-level component of a public domain's domain name must be:

2.6.1.1. a generally accepted designation of a certain kind of goods, services or phenomena, or a certain kind of human activity, or

2.6.1.2. a generally accepted term of another kind or a designation from among those that may not obtain legal protection pursuant to Art. 6 Cl. 2 of the Law of Ukraine "On Protection of Rights to Trademarks and Service Marks", or

2.6.1.3. represent a Latin transliteration of the term or designation specified in Cl. 2.6.1.1, 2.6.1.2of the present Policy drawn up in Ukrainian or Russian.

2.6.2. Delegation of a new public domain in the .UA domain or making changes to the policy of an existing public domain (including to the present Policy of the .UA domain) shall have the following procedure:

2.6.2.1. Representatives of the Ukrainian Internet-community interested in creation of a new public domain or in making changes to the policy of an existing public domain submit corresponding proposals to the .UA domain administrator and at the same time openly publish such proposals. The initiative of a new public domain creation lies in

the proposal to define the target community of such a domain, main peculiarities of its administration and in the proposal to agree the person of a new public domain administrator with the .UA domain administrator.

2.6.2.2.   The UA domain administrator carries out written polling of registrars on the issues specified in Cl. 2.6.2.1. Creation of a new public domain or making changes to the policy of an existing public domain shall take place in case if more than a half of the registrars, who gave written answers to the polling carried out by the .UA domain administrator, have no undoubted objections to creation of a new public domain or to making changes to an existing public domain's policy. The candidature of a new public domain administrator shall be deemed agreed in case more than a half of the registrars, who gave written answers to the polling carried out by the .UA domain administrator, have no objections thereto.

2.6.2.3.   The public domain administrator publishes a draft policy of a new public domain (draft changes to the policy of an existing public domain) for the purpose of their open public discussion. The period of time for such open public discussion must be not less than 31 (thirty one) calendar days. The public domain administrator upon request of the discussion's participants and in view of Cl. 2.6.2.4 of the present Policy may extend the period of time for open public discussion but not more than for 31 (thirty one) calendar days.

2.6.2.4.   The point at issue shall be such provision of the draft new public domain policy or a change to an existing public domain policy, with regard to which during open public discussion the participants of such a discussion have not come to an understanding and have publicly proposed more than one variant of wordings. The objective of the open public discussion is to define the list of points at issue and jointly work out not less than two specific proposals related to settlement of each of such issues.

2.6.2.5.   All and any interested legal persons, enterprises, institutions, organizations and their associations may take part in the open public discussion, sending their proposals, points of view, requests and remarks, not later than 7 (seven) calendar days before completion of such a discussion, to the public domain administrator by official registered letter, simultaneously publishing the text of such a letter in the Internet on generally accessible open websites.

2.6.2.6.   For the purpose of reliable consideration of the point of view of the Ukrainian citizens and residents of Ukraine – legal persons (enterprises, institutions, organizations and their associations) during discussion of points at issue, the public domain administrator shall be obliged to afford each interested person, upon his/her request, an opportunity of voluntarily non-anonymous direct voting on each

point at issue. The voluntarily non-anonymous direct voting on points at issue must ensure one-time consideration of the viewpoint of each person that took part in such voting; it may be either electronic or held in writing. For each of the points at issue the public domain administrator shall be obliged to propose at least two variants of answer from among those proposed by the participants of the open public discussion, and the mandatory variant "accept none of the proposals".

2.6.2.7.   The public domain administrator shall be obliged to begin holding of the voluntarily non-anonymous direct voting on points at issue not later than in 3 (three) calendar days from completion of the open public discussion. The time period for the open public discussion and the time period for holding of voluntarily non-anonymous direct votings on points at issue must not intersect. In order to ensure holding of the voluntarily non-anonymous direct voting the public domain administrator shall be entitled to attract outside organizations that possess corresponding methods, procedures and resources.

2.6.2.8.   The decision on a point at issue shall be made by a simple majority of votes cast by persons that took part in direct voting on such point at issue. The public domain administrator and the participants of the open public discussion shall be obliged to take into consideration points of view of the interested persons, which are not citizens of Ukraine (legal persons and their associations, citizens of other states), published by them pursuant to Cl. 2.6.2.5 of the present Policy.

2.6.2.9.   A new public domain policy (changes to an existing public domain policy) shall be deemed agreed in case answers to all the points at issue, which arose in the course of such a discussion, were received as a result of voluntarily non-anonymous direct votings held subject to the present Policy, and changes determined by such votings were made in full to the texts of the corresponding documents.

2.6.2.10.   The public domain administrator shall be obliged to publish the results of the voluntary non-anonymous direct voting on points at issue and publish agreed texts of final documents that were discussed, within the period of time necessary for holding of the voluntarily non-anonymous direct voting of Ukrainian citizens on such point at issue and for subsequent processing of such voting's results, but not later than in 15 (fifteen) calendar days from expiration of the time period for the open public discussion.

2.6.2.11.   The public domain administrator's actions or failure to act performed by him during the open public discussion, and/ or during holding of the voluntarily non-anonymous direct voting, processing

of its results and taking such results into account in the final wording of documents may be appealed against by any person from among the participants of such a discussion pursuant to the procedure provided for by Article 9 of the present Policy and within 15 (fifteen) calendar days after expiration of the time period for the open public discussion.

2.6.2.12. Not earlier than in 21 (twenty one) calendar days from completion of the open public discussion concerning the second-level public domain policy, the public domain administrator and the .UA administrator shall conclude (or re-conclude) a written agreement pursuant to Article 8 of the present Policy. This Policy and the policy of the corresponding public domain shall become integral addenda to the said written agreement. The moment of signing of the said agreement shall be the moment when a new public domain policy (changes to an existing public domain policy) come into force.

2.6.2.13. The public domain administrator shall acquire no single property right, copyright or any other right to the domain name of a public domain except for those provided for by his written agreement with the UA. domain administrator and by the present Policy.

2.7. Participants of the procedure of delegation of a domain name in a public domain are:

2.7.1. The Registrant – a person wishing to use and dispose of a certain domain name in a public domain;

2.7.2. The Registrar – a subject of business registered in Ukraine that renders services to the registrant, which are necessary for technical support of delegation and operation of a domain name.

2.7.3. The Administrator – an administrator of the public domain, in which the delegation takes place. The person acting as a public domain administrator shall be a subject of business registered in Ukraine.

2.8. The public domain administrator is not allowed to simultaneously act as a registrar of names in the same domain.

2.9. Relations between the registrant and the registrar regarding delegation to the registrant of a domain name arise as a part of the complex of services rendered by the registrar; these relations are built exclusively on a contractual basis. The recommended essential conditions of the contract between the registrant and the registrar with regard to domain name delegation are set forth in Article 6 of the present Policy.

2.10. Relations between the registrar and the public domain administrator regarding provision by the registrar of services on delegation of domain names to third parties are built exclusively on a contractual basis.

2.11. In order to ensure equality of interests, competition, transparence and public control, Article 7 of the present Policy sets forth the recommended

essential conditions of the written contract between the registrar and the public domain administrator.

2.12. The registrant of a private domain name and the administrator of the public domain, in which such domain name is delegated, do not enter into direct relations with regard to the delegation.

2.13. If the registrant wishes to transfer a private domain registered by him earlier to the category of public domains, he may do it only subject to Cl. 2.6 of the present Policy.

2.14. Transfer of a public domain to the category of private domains is prohibited.

2.15. Delegation to the registrant of a domain name in a public domain is carried out according to the following procedure:

    2.15.1. The registrant at his own discretion chooses a registrar from among the persons, who concluded the corresponding written contracts with the administrator of such public domain.

    2.15.2. The registrar and the registrant conclude a contract with due regard to the requirements of the present Policy and the policy of the public domain, in which the delegation takes place. Conclusion of a separate contract for each domain name is a recommended practice.

    2.15.3. The registrar creates a record about the person in the .UA domain register database, this record containing information about the registrant pursuant to the requirements of Cl. 4.18 of the present Policy, or checks the availability of such record and its conformity with the requirements of the present Policy if such record already exists.

    2.15.4. The registrar, if necessary, takes necessary measures in order to ensure domain name service availability.

    2.15.5. The registrar draws up a request for delegation to the registrant of a domain name and sends it to the input request queue of the administrator of the corresponding public domain. The request is drawn up in the form of a record about the domain name pursuant to the requirements of Cl. 4.21 of the present Policy.

    2.15.6. The request is considered accepted to the input queue from the moment when the software of the .UA domain register database (see Article 3.1 of the present Policy) provides the registrar with acknowledgment of such acceptance.

    2.15.7. The administrator within the period of time established by the public domain policy and pursuant to the corresponding public domain policy takes one of the following decisions:

        2.15.7.1. to delegate the domain name, or

        2.15.7.2. to refuse delegation, or

        2.15.7.3. to suspend processing of the request.

    2.15.8. The administrator via electronic mail informs administrative and technical contacts of the registrar of the course and results of processing of the request.

2.16. Receipt of a request for delegation of a domain name in a public domain means that the registrant independently and voluntarily identifies himself as a member of the community, in the interests of which such public domain is administered. The administrator of the public domain has no rights to judge whether the registrant's convictions are trustworthy, except for cases when the public domain policy necessitates documentary confirmation of the registrant's membership in a certain community.

2.17. The requested domain name delegation may be refused in the following cases:

    2.17.1. The syntax of the request or its contents do not comply with the requirements of Cl. 4.21 of the present Policy.

    2.17.2. The domain name has already been delegated to another registrant.

    2.17.3. The domain name contains words or expressions that violate the effective legislation of Ukraine or do not comply with the requirements of social morals.

    2.17.4. The domain name is syntactically incorrect pursuant to the effective Internet standards.

    2.17.5. The request has been received from the person who is not the registrar.

    2.17.6. The registrar is not able to provide documentary confirmation of certain facts with regard to the registrant in cases when the public domain policy sets forth such a requirement.

2.18. The administrator's refusal to delegate a domain name may be appealed against pursuant to the procedure provided for by Article 9 of the present Policy.

2.19. Processing of the request may be suspended in the following cases:

    2.19.1. a domain dispute has arisen with regard to this request.

    2.19.2. a request for delegation of an identical domain name, which has been received earlier, is being checked for its compliance with the public domain policy or is at the stage of service availability checking (see Article 5 of the present Policy), and this checking is not completed yet.

    2.19.3. the request for making changes to the domain name record is received from the registrar, which does not service the specified domain name (for example, due to the registrant's wish to conclude an agreement on servicing of the specified domain name with such registrar) – until the public domain administrator receives a confirmation to the effect that the previous registrar, which serviced the specified domain name, has given approval for making the stated changes to the record about such domain name, but for the period of time not exceeding 5 (five) calendar days.

2.20. Delegation of a private domain name in a public domain may be revoked and a specified domain name canceled only in the following cases:

      2.20.1. at own request of the registrar expressed in writing and sent to the registrar and (or) the administrator of the corresponding public domain;

      2.20.2. in case of cancellation of the corresponding contract concluded between the registrant and the registrar, or in case of expiration of such contract if such contract provides for revocation of delegation;

      2.20.3. in case of reiterated and repeated technical errors that make the use of the domain name impossible and/or impede normal operation of the domain name system on the whole;

      2.20.4. by decision of a competent court (see Article 9 of the present Policy).

2.21. In cases provided for by Cl. 2.20.2 and Cl. 2.20.3 of the present Policy, delegation of a private domain name in a public domain may be revoked only after suspension of the delegation for a period not less than 15 (fifteen) calendar days, during which the registrar and the registrant are given the opportunity to renew the contract, correct technical errors etc.

2.22. Delegation of a public domain in use may not be fully revoked.

2.23. The higher-level domain administrator may take a decision to re-delegate a public domain to another administrator. Such a decision may be taken only in the following cases:

      2.23.1. at own request of the public domain administrator expressed in writing;

      2.23.2. in case of cancellation of the corresponding written agreement between the public domain administrator and the .UA domain administrator;

      2.23.3. in case of reiterated and repeated technical errors that make the use of the domain name impossible and/ or impede normal operation of the public domain or the domain name system on the whole;

      2.23.4. by decision of a competent court (see Article 9 of the present Policy).

2.24. The public domain administrator may re-delegate a private domain name to another registrant only in the following cases:

      2.24.1. at own request of the registrant expressed in writing and sent to the administrator of the corresponding public domain;

      2.24.2. by decision of a competent court (see Article 9 of the present Policy).

2.25. Re-delegation of a private domain name in a public domain is carried out by way of suspension of such name's delegation until the moment of conclusion by a new registrant of the corresponding contract regarding such domain name with the registrar, which has a written contract with the administrator of such public domain.

3. Administration features of the .UA public domain

3.1. Second-level public domains in the .UA domain shall be delegated pursuant to Cl. 2.6 of the present Policy.

3.2. For the purpose of protection of legitimate interests of the Ukrainian Internet-community members with regard to their intellectual property, private second-level domain names in the .UA domain are delegated exclusively in case if the spelling of the corresponding full domain name or its second-level component (before the "." character but not including it) coincides with the Mark, with regard to which the corresponding registrant has the rights of use on the territory of Ukraine.

3.3. If the Mark specified in Cl. 3.2 contains a verbal part, which is not an object of legal protection, the second-level private domain name, the spelling of which coincides with the part of the Mark that is an object of legal protection, may be delegated to the owner of rights to such Mark's use on the territory of Ukraine.

3.4. The spelling of the Mark within the framework of the present Policy shall be its presentation by symbols from among: the letters of the Latin alphabet, the Arabic numerals and the "-". character in case, if

     3.4.1. the Mark contains symbols of other alphabets except for the Latin one, numerals of other calculus systems and/or other symbols,

     3.4.2. or the Mark is written in Latin characters but in the language different from English,

the spelling of the Mark shall be its transliteration in Latin characters done in compliance with transliteration rules of the language, in which the Mark is written.

3.5. Within the framework of the present Policy the Latin transliteration of the Mark, which contains symbols of the Cyrillic alphabet, may, at the registrant's own discretion, be done according to:

     3.5.1. the transliteration table "UL" ("Ukrainian Latin characters") recommended for the Ukrainian language and approved by the State Standard of Ukraine on October 18, 1995 and published at the address: http://www.ua/docs/UL.html,

     3.5.2. or according to the effective interstate transliteration standard GOST 16876-71 (CMEA Art. 1362-78),

     3.5.3. or according to "The Normative Table for Reproduction of Ukrainian Proper Names by Means of the English Language" approved by Decision №8 of the Ukrainian Committee on Issues of Legal Terminology, Protocol №2 of April 19, 1996,

     3.5.4. or according to Additional Table №, the contents of which are approved by the Public Supervisory Board for the .UA Domain Administration, which is published at the address: http://www.ua/docs/addtable.html.

3.6. Reproduction in a domain name of special symbols, which are a part of the Mark but may not be included into the domain name pursuant to technical standards in force, is recommended in one of the two ways at the registrant's own discretion:

3.6.1. by way of substitution of special symbols for their symbolic names in English (for example, "&" - "and", "/" - "slash", "." - "dot", "@" - "at" etc.), which at the registrant's request may also be marked out with the "-"characters on both sides (for example, "&" - "-and-"). Symbols " " (space) and "_" (underlining) may be substituted for the "-"symbol;

3.6.2. by way of deletion of special symbols from the Mark's representation in the form of a domain name, without their substitution.

3.7. Reproduction in a domain name of Roman numerals, which are a part of the Mark, may be done by way of their presentation with Arabic numerals or combinations of the Latin alphabet's symbols.

3.8. The .UA domain administrator and the domain name registrar shall not be liable for any consequences of the registrant's choice of this or that Latin transliteration of the Mark owned by him for the purpose of its use as a domain name.

3.9. Delegation of a second-level private domain name shall be done exclusively provided that the registrant provides the following documents to the registrar and the .UA domain administrator :

3.9.1. for the domain name, the spelling of which completely or in its second-level component (before the "." character but not including it) coincides with the Mark that is protected on the territory of Ukraine pursuant to the Madrid Agreement Concerning the International Registration of Marks – an extract from the Official bulletin of the International Bureau of the World Intellectual Property Organization confirming the fact of the Mark's international registration and the fact of its legal protection on the territory of Ukraine, certified by the central executive authority dealing with issues of legal protection of intellectual property;

3.9.2. for the domain name, the spelling of which completely or in its second-level component (before the "." character but not including it) coincides with the Mark, with regard to which the Certificate of Ukraine for the trademark or service mark is issued by the central executive authority dealing with issues of legal protection of intellectual property – a duly certified copy of the said Certificate;

3.9.3. in case the registrant of the second-level private domain name is not a direct owner of rights to use the Mark on the territory of Ukraine – a notarized copy of the agreement on transfer by the Mark's owner to the domain name registrant of the rights to use such Mark of the territory of Ukraine, or the license agreement;

3.10. The period of time for verification of the request for second-level domain name delegation in the .UA domain is 14 (fourteen) calendar days and includes the simultaneity period set in Cl. 3.11 of the present Policy.

3.11. The simultaneity period for second-level private domain name delegation requests in the .UA domain is 168 (one hundred sixty eight) hours.

3.12. The period of time for second-level private domain name delegation in the .UA domain set in Cl. 6.6 of the present Policy may not exceed the validity period of the Certificate for the trademark or service mark, according to which such domain name has been delegated. In case of expiration of the said Certificate's validity period the .UA domain administrator shall be obliged to suspend delegation of the corresponding domain name pursuant to Cl. 4.22.7of the present Policy. The registrant of such domain name shall be obliged within 15 (fifteen) calendar days to provide the corresponding registrar and the .UA domain administrator with a duly certified copy of the Addendum to the Certificate for the trademark or service mark, with indication of data on extension of the Certificate's validity period. In case of non-fulfillment by the registrant of the said obligation, the .UA domain administrator shall be obliged to cancel such domain name delegation pursuant to Cl. 4.22.9 of the present Policy.

4. The .UA domain register database (the WHOIS database)

4.1. The .UA domain register database (hereinafter - the Base) is the uniform centralized source of information regarding delegation and administration of domain names in the .UA domain, namely the information about

    4.1.1. domain name registrants;

    4.1.2. registrars;

    4.1.3. domain names delegated in public domains of the .UA domain, their categories and status.

4.2. Within the framework of the present Policy the term "registration" shall imply the introduction into the Base of information on the fact of delegation of a certain domain name to a certain registrant.

4.3. The administrator of the .UA domain on the basis of the corresponding copyright agreements holds the exclusive property copyright to computer programs and databases composing the Base.

4.4. The record is the information unit in the Base. The Base contains records of such types:

    4.4.1. the domain name record;

    4.4.2. the record about the person .

    4.4.3. the name server (Nserver) record – for name servers that service domain names in the .UA domain and simultaneously themselves have symbolic names in the same domain.

4.5. All and any information composing the contents of the Base is open. This information is entirely owned by the Ukrainian Internet community and is a public resource.

4.6. The actual information in the Base is available to any member of the global Internet community on the Internet via WHOIS or HTTP protocols.

4.7. The information in the Base may be represented in Ukrainian in Cyrillic encoding KOI8-U or in English.

4.8. Only the following persons shall be entitled to enter into the Base the information on a domain name delegated to their registrants in the .UA domain and/or in a second-level public domain or to change the contents of such information:

    4.8.1. the administrator of the public domain in which the specified domain name is delegated;

    4.8.2. the registrar, who concluded the written agreement pursuant to Article 7 of the present Policy with the public domain administrator specified in Cl. 4.8.1of the present Policy and renders the registrant of the specified domain name the services pursuant to Cl. 2.7.2 and Article 6 of the present Policy;

    4.8.3. the .UA domain administrator.

4.9. Any person that considers himself a member of the Ukrainian Internet-community shall be entitled at own request to create a record about himself in the Base or entrust the registrar with creation of the said record pursuant to Cl. 2.15.3 of the present Policy. The mnt-by field of the record about the person created by such person himself must contain a text line "NONE". The following persons shall be entitled to change the contents of the record about the person, including that entered into the Base pursuant to Cl. 2.15.3 of the present Policy:

    4.9.1. the registrar that renders the specified person the services pursuant to Cl. 2.7.2 and Article 6 of the present Policy;

    4.9.2. the person, information about which is contained in the mentioned record, irrespective of the contents of the mnt-by field of the record about such person;

    4.9.3. the .UA domain administrator at personal request of the specified person.

4.10. The record about the person, which is kept in the Base, may be deleted from the Base by the .UA domain administrator at personal request of the said person but only in case there are no references to such record from any other record of the Base.

4.11. The information necessary for authentication and authorization of the persons that are entitled to make changes to the Base is a confidential information of the .UA domain administrator, the corresponding registrar and (for a record about the person) – of this very person.

4.12. The authorized registrar is entitled to change in the Base only the information contained in the records about the persons of the registrants that have current contracts with such registrar, as well as the contents of the Nserver fields in the records about domain names, the Mnt-by field of which points to such registrar.

4.13. Any record in the Base contains information about the date of its last modification up to a second by the coordinated universal time, and information about the person who has made these changes.

4.14. Any single record in the Base may not be destroyed or otherwise deleted from it. From the moment of creation of the record, the Base keeps both the actual status of the record and all its previous statuses. The query to the Base pursuant to Cl. 4.5 of the present Policy gives information only about the actual status of a certain record. Any other information about a domain name is given by the administrator of the public domain, in which the corresponding domain name is delegated, at a written grounded request.

4.15. The Base's software sends e-mails about creation of a record and about any and all changes to the information in the record to all e-mail addresses of all persons referred to by the corresponding fields of the record, both before and after introduction of such changes.

4.16. The registrant and the registrar, pursuant to the agreements concluded between them, shall guarantee the reliability and truth of the information contained in any record of the Base.

4.17. The .UA domain administrator shall not be liable for the reliability and truth of the information in any record of the Base but, pursuant to the effective ICANN Rules and the agreements concluded by the .UA domain administrator, shall be liable only for storage of such information, its public availability and the availability of the possibility for the authorized persons to make changes to the Base.

4.18. The record about the person may exist in one of the following two variants:

    4.18.1. the record about a natural person (person);

    4.18.2. the record about a legal person (organization). Within the framework of the present Policy the term "record about the person " shall imply any of these variants, except as expressly otherwise provided.

4.19. The record about a natural person has the following fields:

    4.19.1. Person: name, second name and last name of the natural person. Obligatory field, one line.

    4.19.2. Address: mailing address of the person pursuant to the internationally accepted form. Obligatory field, one or more lines.

    4.19.3. Phone: contact telephone number of the person in the international format. Optional field, one or more lines, one number in a line.

    4.19.4. Fax-no: telefax number in the international format. Optional field, one or more lines, one number in a line.

    4.19.5. e-mail: address(es) of the person's electronic mail. Obligatory field, one or more lines, one address in a line.

    4.19.6. Nic-hdl: a unique code of the person in the Base (is assigned by the Base at first entry of the record about such person into the Base). Obligatory field, one line.

    4.19.7. Mnt-by: nic-hdl in the Base that points to the registrar, which services such person and is entitled to introduce changes to the record, or a text line "NONE" in case provided for by Cl. 4.9 of the present Policy. Obligatory field, one or more lines.

4.19.8. Notify: nic-hdl in the Base that points to another person, to which the Base sends messages about changes made to the record. Optional field, one or more lines.

4.19.9. Remark: additional information at the registrant's request in a free form. Optional field, one or more lines.

4.19.10. Changed: nic-hdl in the Base of the person who was the last to make changes to the record and the date of introduction of such changes in the YYYYMMDDhhmmss format. Obligatory field, one line.

4.19.11. Source: conditional name of the Base that identifies the Base among other existing global systems intended for a similar purpose. Obligatory field, one line, field value – always a text string "UANIC".

4.20. The record about a legal person (organization) has the following fields:

4.20.1. Organization: full official name of the legal person. Obligatory field, one or more lines.

4.20.2. Address: mailing address of the legal person in the internationally accepted form. Obligatory field, one or more lines.

4.20.3. Phone: contact telephone number of the legal person in the international format. Obligatory field, one or more lines, one number in a line.

4.20.4. Fax-no: telefax number of the legal person in the international format. Optional field, one or more lines, one number in a line.

4.20.5. e-mail: address(es) of the legal person's electronic mail. Obligatory field, one or more lines, one address in a line.

4.20.6. Org-id: a unique code of the legal person in the Uniform State Register of Enterprises and Organizations of Ukraine (ЄДРПОУ). Obligatory field, one line.

4.20.7. Nic-hdl: a unique code of the legal person in the Base (is assigned by the Base at first entry of the record about such legal person into the Base). Obligatory field, one line.

4.20.8. Mnt-by: nic-hdl in the Base that points to the registrar, which services such legal person and is entitled to introduce changes to the record, or a text line "NONE" in case provided for by Cl. 4.9 of the present Policy. Obligatory field, one or more lines.

4.20.9. Notify: nic-hdl in the Base that points to another person, to which the Base sends messages about changes made to the record. Optional field, one or more lines.

4.20.10. Remark: additional information at the registrant's request in a free form. Optional field, one or more lines.

4.20.11. Changed: nic-hdl in the Base of the person who was the last to make changes to the record and the date of introduction of such changes in the YYYYMMDDhhmmss format. Obligatory field, one line.

4.20.12. Source: conditional name of the Base that identifies the Base among other existing global systems intended for a similar purpose. Obligatory field, one line, field value – always a text string "UANIC".

4.21. The domain name record has the following fields:

4.21.1. Domain: domain name. Obligatory field, one line.

4.21.2. Admin-c: nic-hdl of the person – registrant of the domain name in the Base. Obligatory field, one line.

4.21.3. Tech-c: nic-hdl in the Base of the person who will ensure technical maintenance of the newly created domain. It may refer, for example, to the registrar's system administrator. A domain may have more than one tech-c. Obligatory field, one or more lines.

4.21.4. Status: the status of the domain name (see Cl. 4.22of the present Policy). Obligatory field, one line.

4.21.5. Dom-public: domain name category. The "YES" label in this field means that the domain is public, the "NO" label – that the domain is private. Obligatory field, one line.

4.21.6. License: the number of the Certificate for the Mark, issued by the central executive authority dealing with issues of legal protection of intellectual property, the period of its validity and other information about the Mark in textual representation, in case the spelling or pronunciation of the full domain name or its first component (before the first "." character but not including this character) coincides with the Mark registered in Ukraine, with regard to which the registrant of such domain name has the rights of use on the territory of Ukraine. Optional field, one line.

4.21.7. Nserver: hostname of the domain name server ensuring service availability of the domain name. Obligatory field, not less than two lines, each line pointing to a physically separate server. In case the domain name of such name server (hostname) is itself located in the .UA domain (irrespective of the name's level), such server's name must have a corresponding record about the name server (see Cl. 4.23of the present Policy).

4.21.8. Mnt-by: nic-hdl in the Base that points to the registrar that services the domain name and is entitled to introduce changes to the record. Obligatory field, one line.

4.21.9. Notify: nic-hdl in the Base that points to another person, to which the Base sends messages about changes made to the record. Optional field, one or more lines.

4.21.10. Remark: additional information at the registrant's request in a free form. Optional field, one or more lines.

4.21.11. Changed: nic-hdl in the Base of the person who was the last to make changes to the record and the date of introduction of such changes in the YYYYMMDDhhmmss format. Obligatory field, one line.

4.21.12. Source: conditional name of the Base that identifies the Base among other existing global systems intended for a similar purpose. Obligatory field, one line, field value – always a text string "UANIC".

4.22. A domain name may have the following values of the Status field:

4.22.1. QUEUED YYYYMMDDhhmmss - the request submitted by the registrar in the format of the record about the domain name is in the input queue; it has been queued at the moment specified by the date.

4.22.2. CHECKED – the request is being processed and its syntax, correctness and service availability are being checked pursuant to Cl. 2.17 and Article 5 of the present Policy.

4.22.3. SUSPENDED – processing of the request has been suspended pursuant to Cl. 2.19 of the present Policy.

4.22.4. REFUSED N.NN.N – public domain administrator refused domain name delegation pursuant to Cl. N.NN.N of the present Policy (see Cl. 2.17. of the present Policy).

4.22.5. RECALLED YYYYMMDDhhmmss – the request is recalled from the input queue at own request of the registrant.

4.22.6. OK-UNTIL YYYYMMDDhhmmss – the domain name has been delegated, term of delegation – until the specified date.

4.22.7. HOLD-SINCE YYYYMMDDhhmmss – domain name delegation and any changes to the record about the domain name have been held from the specified date and until the administrator's decision or until the administrator receives the corresponding court decision with regard to such domain name.

4.22.8. FROZEN-OK-UNTIL YYYYMMDDhhmmss – the domain name has been delegated, term of delegation – until the specified date, but any changes to the record about such domain name have been frozen by the administrator until the administrator's decision or until the administrator receives the corresponding court decision with regard to such domain name.

4.22.9. CANCELLED YYYYMMDDhhmmss – domain name delegation is canceled from the specified date, the domain name is free.

4.23. The name server record may be created and changed by the registrar in order to ensure domain names service availability; it contains the following fields:

4.23.1. Nserver: own name (hostname) of the name server. Obligatory field, one line, syntax – domain name in the .UA domain (irrespective of the name's level).

4.23.2. Mnt-by: nic-hdl in the Base that points to the registrar, who manages such name server and who is entitled to make changes to the record. Obligatory field, one line.

4.23.3. IP-addr: IP-address of the name server. There must be a mutually univocal correspondence between the name server's own name and its IP-address. Obligatory field, one line, syntax – IP-address in the format of Internet Protocol version 4 (four groups of digits divided by the "." characters) or in the format of Internet Protocol version 6.

4.23.4. Notify: nic-hdl in the Base that points to another person, to which the Base sends messages about changes made to the record. Optional field, one or more lines.

4.23.5. Remark: additional information at the registrar's request in a free form. Optional field, one or more lines.

4.23.6. Changed: nic-hdl in the Base of the person who was the last to make changes to the record and the date of introduction of such changes in the YYYYMMDDhhmmss format. Obligatory field, one line.

4.23.7. Source: conditional name of the Base that identifies the Base among other existing global systems intended for a similar purpose. Obligatory field, one line, field value – always a text string "UANIC".

5. Domain name service availability checking procedure

5.1. The public domain administrator checks service availability of a delegated domain name by means of software that checks the availability of name servers specified in the request and checks if they have information about such domain name.

5.2. The checking is considered successfully completed if at the moment of checking all name servers specified in the request respond to DNS protocol query about the availability of SOA-record of the domain name confirming the availability of such SOA-record, and the contents of SOA-record at all name servers are identical.

5.3. In order to prevent results of the checking from being influenced by temporary and random factors, the checking is performed pursuant to the following procedure:

5.3.1. Each attempt from at least three Internet-hosts connected to different autonomous systems.

5.3.2. The attempts are repeated at growing intervals of time within 24 hours from the moment of beginning of the checking until the positive result is achieved:

+0:00' – the moment of beginning of the checking;
+0:30' – the second attempt;
+1:30'
+3:00'
+6:00'
+18:00'
+23:59' – the last attempt of the checking.

Protocols of each attempt are sent via e-mail to technical contacts of the public domain, in which the corresponding domain name is delegated, and to technical contacts of the registrar of such domain name.

5.4. A positive result of any attempt is considered to be successful result of the checking on the whole. The checking is finished when the first positive result is achieved.

5.5. In case none of the attempts of the checking within 24 hours is successful, the administrator notifies the registrar thereof.

6. Recommended essentail conditions of the contract between the registrant and the registrar

6.1. The contract for provision of services related to delegation of a domain name shall contain a precise and comprehensive description of the services, which the registrar renders to the registrant in connection with delegation of a domain name, and also the time periods for performance of works and provision of services, the rights and obligations of the parties, the liability for improper or untimely fulfillment by the parties of their respective obligations, the term of validity of the contract and the procedure of its anticipatory repudiation.

6.2. The contract between the registrant and registrar may be concluded both in written and in oral form.

6.3. The registrar is obliged to ensure the availability of the following essential provisions in the contract with the registrant:

6.3.1. Official statement of the registrant to the effect that to the best of the registrant's knowledge, neither the delegation to him of the domain name, nor the way of direct or indirect use of such domain name infringes the rights and legitimate interests of third parties, including intellectual property rights.

6.3.2. Official statement of the registrant to the effect that the information about him, given by him to the registrar for the purpose of delegation of a domain name, in particular contact information, is complete, true and exact. The registrant undertakes to inform the registrar on any and all changes to such information in due time, for the purpose of keeping the information complete, true and exact within the whole term of domain name delegation.

6.3.3. The registrar's obligation to inform the registrant that non-compliance by the registrant with the requirements provided for by Cl. 6.3.2 of the present Policy is a gross violation of essential conditions of the contract and constitutes grounds for cancellation of the contract on the registrar's initiative as well as grounds for the public domain administrator to cancel delegation of a domain name to the registrant.

6.3.4. The registrar's obligation to explain to the registrant that all the information provided by him to the registrar for the purpose of domain name delegation will be permanently stored in the Base, and its actual status will be publicly accessible in real time through WHOIS or a similar service.

6.3.5. Official statement of the registrant to the effect that he knows and understands the purpose of gathering, storage and publication of the information provided by him to the registrar, such information being necessary for ensuring the process of domain name delegation, and also

that he knows and agrees that the actual status of such information will be publicly accessible in real time through WHOIS or a similar service.

6.3.6. The registrar's obligation to provide the registrant with the necessary technical and consulting support with regard to issues related to domain name delegation and operation.

6.4. The contract between the registrant and the registrar shall provide for the arbitration agreement, which makes provisions for the parties' consent to settlement of domain disputes subject to the procedure set forth in Article 9 of the present Policy, and the full text of Article 9 of the present Policy.

6.5. The contract between the registrant and the registrar shall provide for the procedure, which in case of cancellation of the contract ensures the transfer of the domain name delegated to the registrant into servicing by another registrar without cancellation of such domain name delegation.

6.6. The term of validity of the contract between the registrant and the registrar may not exceed two calendar years. After expiration of such contract the registrant has the right to re-conclude the contract with the same registrar or to conclude the contract with another registrar without cancellation of domain name delegation.

7. Recommended essential conditions of the contract between the registrant and the public domain administrator

7.1. Under the contract between the registrar and the public domain administrator the latter undertakes to provide the registrar with proper conditions for him to be able to provide registrants with services related to delegation and technical support of domain names in such public domain.

7.2. In order to ensure equality of interests, competitiveness, transparency and public control, the administrator is obliged to conclude contracts of identical contents with all the registrars and to set identical conditions of reimbursement of expenses in relations with all the registrars.

7.3. The contract between the registrar and the public domain administrator is to be concluded only in writing.

7.4. Under the contract between the registrar and the public domain administrator the administrator is obliged:

7.4.1. To take all the actions necessary to carry out public domain administration and technical support in an unprejudiced and honest manner, on the grounds of equality of interests of all the members of that part of the Ukrainian Internet community, in the interests of which such public domain is delegated, and with due regard to the interests of the global Internet community.

7.4.2. To delegate domain names in the corresponding public domain in due time, in full conformity with the present Policy and the policy of such public domain, which are established as a result of a transparent procedure and with due regard to the requests of the Ukrainian Internet community, and published according to Cl. 2.3 of the present Policy.

7.4.3. Within the whole term of validity of the contract to have at his disposal and to use for the purpose of fulfillment of his obligations to the registrars and the Internet community the systems of technical facilities and software (hereinafter - servers), which comply at least with the following requirements:

    7.4.3.1.   At least three hardwarily separate domain name servers, which are physically located in different buildings with independent power supply, and permanently (24 hours per day, 365 days per year) connected to the Internet via leased IP-channels. IP-addresses of such servers must belong to different autonomous Internet systems.

    7.4.3.2.   An e-mail server permanently connected to the Internet servicing electronic mailboxes of the public domain administrator and technical administrators of such domain.

    7.4.3.3.   A web-server permanently connected to the Internet containing the information about the public domain, the texts of its Policy and a model contract with the registrars.

7.4.4. To keep all the information and documents given to him by the registrar for the purpose of delegation of domain names in the corresponding public domain, in full and within the unlimited period of time, and in case or re-delegation of such public domain to surrender such information and documents to the .UA domain administrator.

7.4.5. In case of contract termination or its anticipatory repudiation, to maintain delegation of domain names serviced by the registrar within the periods of time as specified in the Base in the corresponding records about such domain names.

7.4.6. To provide the registrar with necessary consulting support regarding the issues related to delegation and operation of domain names.

7.4.7. To furnish the registrar with the information necessary for authentication and authorization of the registrar as the person entitled to introduce changes to the Base pursuant to Cl. 4.9 of the present Policy.

7.5. Under the contract between the registrar and the public domain administrator the registrar is obliged:

7.5.1. To furnish the administrator with complete, true and exact information about himself, in particular with contact information. The registrar undertakes to inform the administrator on any and all changes to such information in due time, for the purpose of keeping the information complete, true and exact within the whole term of validity of the contract.

7.5.2. To conclude contracts with the registrants in full compliance with the requirements of Article 6 of the present Policy.

7.5.3. Within the whole term of validity of the contract to have at his disposal and to use for the purpose of fulfillment of his obligations to the registrants and the Internet community the systems of technical

facilities and software (hereinafter - servers), which comply at least with the following requirements:

7.5.3.1.   At least two hardwarily separate domain name servers, which are physically located in different buildings with independent power supply, and permanently (24 hours per day, 365 days per year) connected to the Internet via leased IP-channels. IP-addresses of these servers must belong to different autonomous Internet systems.

7.5.3.2.   An e-mail server permanently connected to the Internet servicing electronic mailboxes of the registrar's personnel.

7.5.3.3.   A web-server permanently connected to the Internet containing the information about the registrar and the conditions of provision by him of services to the registrants.

7.5.4. To keep all the information and documents given to him by the registrants for the purpose of delegation of domain names in full and within the periods of time as provided for by the corresponding contracts between the registrar and the registrants.

7.5.5. Subject to the conditions and the procedure provided for by the contract, to reimburse the administrator for his expenses directly related to fulfillment by the latter of his respective obligations under such contract.

7.6. Under the contract between the registrant and the public domain administrator the administrator is entitled to:

7.6.1. At any time within the whole term of validity of the contract to check if the registrar meets the requirements set forth in Cl. 7.5 of the present Policy, including to conduct selective technical checks of operation of domain names serviced by the registrar.

7.6.2. In case of non-fulfillment or improper fulfillment by the registrar of the obligations provided for by Cl. 7.5 of the present Policy, in written form to demand from the registrar of elimination of such violations within the period of time set by the administrator.

7.6.3. To demand cancellation of the contract in the following cases:

7.6.3.1.   in case of repeated non-fulfillment by the registrar of the obligations provided for by Cl. 7.5 of the present Policy;

7.6.3.2.   in case the registrar within the set period of time does not fulfill the administrator's requirements sent to him pursuant to Cl. 7.6.2 of the present Policy;

7.6.3.3.   in case of repeated non-fulfillment by the registrar of his respective obligations to the registrants, which is confirmed by the corresponding court decisions.

7.7. The contract between the registrar and the public domain administrator must contain a warning that neither the administrator of such public domain, nor the administrator of the .UA domain bears any responsibility for possible violations of rights and legitimate interests of third parties as a result of

delegation of a domain name and/or as a result of incorporation into the Base of information about the registrar, registrants and domain names.

7.8. The contract between the registrar and the public domain administrator shall provide for the arbitration agreement, which makes provisions for the parties' consent to settlement of domain disputes subject to the procedure set forth in Article 9 of the present Policy.

7.9. The term of validity of the contract between the registrar and the public domain administrator is set as agreed by the parties.

8. Recommended essential conditions of the agreement between the public domain administrator and the .UA domain administrator

8.1. Under the agreement between the public domain administrator and the .UA domain administrator the latter undertakes to ensure proper conditions for delegation of domain names in the corresponding public domain.

8.2. The agreement between the public domain administrator and the .UA domain administrator shall be concluded only in writing. Such agreement may not contain any financial liabilities and may not serve as grounds for mutual settlements between the parties.

8.3. Under the agreement between the public domain administrator and the .UA domain administrator the public domain administrator undertakes:

8.3.1. to properly fulfill the obligations provided for by Cl. 7.4 of the present Policy;

8.3.2. not less than 30 (thirty) calendar days before delegation of the corresponding public domain to work out the policy of such public domain and submit it to the .UA domain administrator for approval and publication at the official web-site of the .UA domain available on the Internet at the following address: **http://www.ua,** for public discussion. Such policy shall comply with the requirements of Cl. 1.14 of the present Policy.

8.3.3. To introduce any changes to the policy of the corresponding public domain with exact adherence to the procedure provided for by Cl.8.2.2 of the present Policy.

8.3.4. To furnish the .UA domain administrator with complete, true and exact information about himself, in particular, with contact information. The public domain administrator undertakes to inform the administrator of any and all changes to such information in due time, for the purpose of keeping the information complete, true and exact within the whole term of validity of the agreement.

8.3.5. At least once per year to publish at the official web-site of the corresponding public domain a grounded forecast of his expenses directly related to fulfillment by the administrator of such public domain of his obligations provided for by the present Policy, for the period of the next 12 (twelve) calendar months, and a forecast of the number of domain names that will be delegated in such public domain,

as well as a report on the financial results for the last period. In this connection the public domain administrator shall adhere to the principles of reasonable sufficiency and take the opinion of the registrars and the results of the last periods into consideration. On the grounds on the published forecasts as aforesaid the public domain administrator and the registrars determine the amounts and conditions of reimbursement of the administrator's expenses as provided for by Cl. 7.5.5 of the present Policy.

8.4. The public domain administrator is entitled, by way of conclusion of the corresponding written contracts, to entrust other persons with fulfillment of all or a part of the technical requirements regarding such domain operation as provided for by the present Policy.

8.5. Under the agreement between the public domain administrator and the .UA domain administrator the .UA domain administrator is entitled to:

8.5.1. At any time within the whole term of validity of the agreement to check if the public domain administrator meets the requirements set forth in Cl. 8.2 of the present Policy, including to conduct selective technical checks of such public domain operation.

8.5.2. In case of non-fulfillment or improper fulfillment by the public domain administrator of the obligations provided for by Cl. 8.2 of the present Policy, in written form to demand from such administrator to eliminate such violations within the period of time set by the .UA domain administrator.

8.5.3. To demand cancellation of the agreement in the following cases:

8.5.3.1.   in case of repeated non-fulfillment by the public domain administrator of the obligations provided for by Cl. 8.2 of the present Policy;

8.5.3.2.   in case the public domain administrator within the set period of time does not fulfill the .UA domain administrator's requirements sent to him pursuant to Cl. 8.4.2 of the present Policy;

8.5.3.3.   in case of repeated non-fulfillment by the public domain administrator of his respective obligations to the registrants, which is confirmed by the corresponding court decisions.

8.6. The agreement between the public domain administrator and the .UA domain administrator must contain a warning that neither the administrator of such public domain, nor the administrator of the .UA domain bears any responsibility for possible violation of rights and legitimate interests of third parties as a result of delegation of a domain name and/or as a result of incorporation into the Base of information about the registrars, registrants and domain names.

8.7. The agreement between the public domain administrator and the .UA domain administrator shall provide for the arbitration agreement, which makes provisions for the parties' consent to settlement of domain disputes subject to the procedure set forth in Article 9 of the present Policy.

8.8. The term of validity of the agreement between the public domain administrator and the .UA domain administrator is set as agreed by the parties.

9. Rules for resolution of domain disputes in the .UA domain

9.1. The term "domain dispute" within the framework of the present Policy shall imply any dispute, which may arise in connection with the present Policy and its application, including in connection with delegation, re-delegation, cancellation of delegation and use of domain names in the .UA domain.

9.2. Domain disputes shall be resolved by competent courts pursuant to the procedure established by the effective legislation of Ukraine.

9.3. None of the administrators of any public domain in the .UA domain shall consider or resolve domain disputes.

9.4. Domain disputes, in particular, may arise in the following cases:

9.4.1. If a private domain name or its part delegated to the respondent is confusingly identical with or similar to the Mark, in which the claimant has the rights.

9.4.2. If the claimant is of the opinion that the respondent has no right to use a domain name or uses it in such a way that violates the rights and legitimate interests of the claimant.

9.4.3. If the spelling or pronunciation of a domain name delegated to the respondent is a word or expression that dishonors or disrespects the claimant or is harmful to his business standing.

9.4.4. If the spelling or pronunciation of the domain name or its part represents surnames, names or pseudonyms of the persons well known in Ukraine, without their consent thereto.

9.4.5. In case of violation by the respondent of this Policy.

9.5. If a public domain name, which is used according to its purpose, or its part is identical with or confusingly similar to a certain Mark, it shall not be considered a violation of the rights of the holder of the Registration Certificate for this Mark.

9.6. If a domain name or its part is identical with or confusingly similar to a certain Mark, it shall not be considered a violation of the rights of such Mark's holder in case the domain name is delegated to the registrant before the holder of the Mark Registration Certificate obtained such Certificate.

9.7. Pursuant to this Policy as well as contracts and agreements, which are concluded in compliance with this Policy and which contain the corresponding arbitration agreements, the registrant, the registrar and the public domain administrator agree in advance to consideration and resolution of domain disputes by one of the courts of arbitration acting pursuant to this Policy and their rules of procedure. The .UA domain administrator, public domain administrators and registrars at the request of such court are obliged to furnish such court with any and all information available at their disposal regarding the dispute, and are obliged to implement a duly drawn up decision of such court.

9.8. The domain dispute is deemed to arise at the moment when the person specified in Cl. 9.11.4 of the present Policy receives a copy of the statement of claim. The domain dispute is deemed resolved at the moment when the same person receives a copy of a duly drawn up decision made by the competent court or a copy of an amicable agreement signed by the parties to the dispute.

9.9. From the moment when the domain dispute arises and till the moment of its resolution the administrator of the public domain, in which a disputed domain name is delegated, has the right at his own discretion to make interim decisions on issues of operation of such domain name, with the obligation to notify both parties to the dispute thereof via electronic mail and by way of publication of information about his decision at the official web-site of the corresponding public domain (see also Cl. 4.22.7 and Cl. 4.22.8).

9.10. Composition of the court of arbitration.

    9.10.1. The court of arbitration shall be formed pursuant to the procedure provided for by the present Policy, from among the persons possessing special knowledge necessary for resolution of the dispute. The person may be chosen as arbitrator only provided that consent of such person is available.

    9.10.2. The court of arbitration shall consist of three judges. Each of the parties to the dispute chooses one arbitrator pursuant to the procedure provided for by Cl. 9.11.2, 9.11.5, 9.12 of the present Policy. The arbitrators chosen by the parties pursuant to the procedure and within the period of time provided for by the rules of procedure of such court choose the third arbitrator, which will act as Chairman of the court of arbitration during consideration and resolution of the dispute.

    9.10.3. It is not allowed to replace arbitrators before consideration of the disputed is finished.

9.11. Arbitration request procedure.

    9.11.1. A domain dispute may be submitted to the court of arbitration only after the parties have taken measures to settle the dispute by way of negotiations. If the claimant fails to produce evidence that such measures have been taken, the statement of claim is not accepted for consideration and is returned to the claimant.

    9.11.2. The claimant sends the statement of claim to the respondent by registered mail or by courier (against signature). The statement of claim must contain:

        9.11.2.1. date and number of the statement of claim;

        9.11.2.2. names of the parties, their postal details;

        9.11.2.3. disputed domain name;

        9.11.2.4. subject of the dispute;

        9.11.2.5. claims of the claimant and their grounds, including evidence confirming the circumstances set forth in the statement of claim;

        9.11.2.6. arbitrator chosen by the claimant;

        9.11.2.7. list of documents enclosed to the statement of claim;

9.11.3.   Copies of the following documents are enclosed to the statement of claim:

9.11.3.1.   confirming claims of the claimant;

9.11.3.2.   confirming that the claimant has taken measures to settle the dispute by way of negotiations (a copy of the claim, evidence that it was sent to the respondent, a copy of the reply to the claim in case such reply was received, hard copies of e-mail correspondence between the claimant and the respondent with regard to the domain dispute).

9.11.4.   A copy of the statement of claim (with enclosures) is sent to the administrator of the public domain, in which the disputed domain name is delegated. If the public domain administrator is one of the parties to the dispute, a copy of the statement of claim (with enclosures) is sent to the administrator of the public domain of a higher level, in which such public domain is delegated.

9.11.5.   Within 10 (ten) business days after the date of receipt of the statement of claim, the respondent, by registered mail or by courier (against signature), sends to the claimant a written statement of defense on the merits of the dispute containing:

9.11.5.1.   its date and number;

9.11.5.2.   names of the parties, their postal details;

9.11.5.3.   disputed domain name;

9.11.5.4.   the respondent's objections on the merits of the dispute and their grounding, including the evidence that confirms the circumstances set forth in the statement of defense;

9.11.5.5.   arbitrator chosen by the respondent;

9.11.5.6.   list of documents, copies of which are enclosed to the statement of defense, and which are referred to by the respondent as grounds for his objections on the merits of the dispute.

9.11.6.   A copy of the statement of defense to the statement of claim (with enclosures) is sent to the administrator of the public domain, in which the disputed domain name is delegated. If the public domain administrator is one of the parties to the dispute, a copy of the statement of defense (with enclosures) is sent to the administrator of the public domain of a higher level, in which such public domain is delegated.

9.12. If within the period of time set by the present Policy (with an allowance for the time of postal circulation) the claimant does not send a statement of defense to the statement of claim pursuant to Cl. 9.11.5 and Cl. 9.11.6 of the present Policy, the public domain administrator, who received a copy of the statement of claim, at his own discretion chooses an arbitrator instead of the respondent. Then the court continues arbitral proceedings of the case pursuant to the present Policy.

9.13. If two arbitrators are not able to reach an agreement on the choice of the third arbitrator as it is provided for by Cl. 9.10.2 of the present Policy, such

arbitrator is appointed by the public domain administrator, who received a copy of the statement of claim, at the discretion of such public domain administrator. Then the court continues arbitral proceedings of the case pursuant to the present Policy.

9.14. Decisions of the public domain administrator taken pursuant to Cl. 9.12 and Cl. 9.13 of the present Policy are not subject to appeal.

9.15. Competence of the court of arbitration.

> 9.15.1. The issue of competence of the court of arbitration with regard to a specific dispute shall be solved by the court of arbitration pursuant to the present Policy and the rules of procedure of such court of arbitration.

> 9.15.2. If the court of arbitration decides that it has no competence with regard to a particular dispute, the proceeding concerning the case shall be terminated and the statement of claim returned to the claimant.

9.16. Procedure of dispute consideration by the court of arbitration.

> 9.16.1. The court of arbitration conducts arbitral proceedings of the dispute with participation of the authorized representatives of the parties.

> 9.16.2. The court of arbitration determines the day, time and place of arbitration of the domain dispute and notifies the parties in writing thereof.

> 9.16.3. The court of arbitration is entitled:

>> 9.16.3.1. to demand from the parties, the .UA administrator, public domain administrators, registrars and other persons participating in the arbitral proceedings, to submit all documents and materials necessary for arbitration of the dispute;

>> 9.16.3.2. to hear the witnesses invited by the parties;

>> 9.16.3.3. to provide for expert examination.

> 9.16.4. If in order to ensure proper arbitration of the domain dispute another respondent is to be drawn to the proceedings, the court of arbitration draws such respondent to the proceedings in case such respondent consents to the arbitration of the case. If it is not possible to consider the dispute on the merits without drawing another respondent to the proceedings and such respondent does not agree to arbitration of the dispute, in such a case the proceeding of the case shall be terminated and the statement of claim returned to the claimant.

> 9.16.5. While conducting the arbitral proceedings of the dispute, the court of arbitration shall be guided by the effective legislation of Ukraine and the present Policy.

> 9.16.6. The court of arbitration shall consider and resolve the dispute pursuant to the procedure provided for by its rules of procedure.

9.17. The award (the decision) of the court of arbitration.

> 9.17.1. The award of the court of arbitration shall be made in writing and signed by all arbitrators.

9.17.2.   The award of the court of arbitration shall include: the date when the award was made; the composition of the court of arbitration; the place of arbitration; the names of the parties to the dispute and their representatives that participated in the arbitral proceedings; the disputed domain name; the merits of the dispute; the explanations of the parties on the merits of the dispute; the reasons upon which the award is based; the conclusion whether the claimant's demands are satisfied or rejected; the term and procedure of implementation of the award.

9.17.3.   After the award of the court of arbitration is made, a copy of such award signed by the arbitrators shall be delivered to each of the parties as well as to the administrator of the public domain, to which the disputed domain name belongs.

9.17.4.   The award of the court of arbitration may be appealed against by the interested persons pursuant to the procedure provided for by the effective legislation of Ukraine.

9.18. Implementation of the award of the court of arbitration.

9.18.1.   The parties shall implement the award of the court of arbitration voluntary and within the periods of time set in the award.

9.18.2.   The award of the court of arbitration shall be binding on the administrator of the public domain, in which the disputed domain name is delegated, within the competence of such administrator determined by the present Policy, within the period of time specified in the award but not less than 10 (ten) business days.

9.18.3.   The award of the court of arbitration, which is not implemented within the set period of time, shall be implemented pursuant to the procedure provided for by the effective legislation of Ukraine.

9.19. Other provisions.

9.19.1.   The administrator of the public domain, in which the disputed domain name is delegated, and the .UA administrator shall not participate in any domain disputes arising between other persons, and may not make up the court of arbitration. They also shall not bear any responsibility for consequences of implementation of any duly drawn up court decision.

9.19.2.   Expenses related to arbitral proceedings of a case in the court of arbitration, including arbitrators' fees, shall be reimbursed by the parties to the dispute pursuant to the procedure and at the rates provided for by the rules of procedure on the corresponding court of arbitration.

10. List of references

10.1.   STD1 (RFC#2800) Internet Official Protocol Standards

10.2.   STD0013 (RFC#1034) DOMAIN NAMES - CONCEPTS AND FACILITIES

10.3.   RFC#1035 DOMAIN NAMES - IMPLEMENTATION AND SPECIFICATION

10.4.   RFC#1123 Requirements for Internet Hosts -- Application and Support

10.5.   RFC#1591 Domain Name System Structure and Delegation

10.6.   ICP-1: Internet Domain Name System Structure and Delegation

10.7.   UDRP ICANN Uniform Domain-Name Dispute-Resolution Policy

10.8.   USDoC98 Management of Internet Names and Addresses

10.9.   RFC#1032 DOMAIN ADMINISTRATORS GUIDE

10.10.   CENTR Best Practice Guidelines for ccTLD Managers

10.11.   WIPO ccTLD Best Practices for the Prevention and Resolution of Intellectual Property Disputes

10.12.   The Madrid Agreement Concerning the International Registration of Marks of April 14, 1891 (effective in Ukraine since 5.12.91)

10.13.   The Protocol relating to the Madrid Agreement Concerning the International Registration of Marks adopted in Madrid on June 28, 1989 (date of accession of Ukraine - 01.06.2000)

10.14.   The Law of Ukraine "On Accession of Ukraine to the Protocol relating to the Madrid Agreement Concerning the International Registration of Marks" of June 1, 2000.

10.15.   The Law of Ukraine "On Protection of Rights to Trademarks and Service Marks" of December 15, 1993, №3689-XII

10.16.   Industrial Property Protection Convention (Paris Convention)

10.17.   "Official translation of the European Union statutory acts in the field of information-communication technologies" – K.: Non-profit organization "Internews-Ukraine", the International Renaissance Foundation. 2002. – p.219

10.18.   The Open Multilateral Agreement on the Establishment of the Public Supervisory Board for the .UA Domain Administration.