

URS Rules	Proposed Questions	Additional Notes	Findings
2. Communications			
(a) When forwarding a Complaint, including any annexes, electronically to the Respondent, it shall be the Provider's responsibility to employ reasonably available means calculated to achieve actual notice to Respondent. Achieving actual notice, or employing the following measures to do so, shall discharge this responsibility:	* How do Providers send notification to the Respondent? * Have Providers received responses from Respondents after the deadline? * Is the deadline long enough? * Do Providers have any notification of delayed communications? * Do Providers have any notification of non-delivery of communications? * Are Providers coordinating abusive complaints among themselves?		
(i) sending the Notice of Complaint to all email, postmail and facsimile addresses shown in the domain name's registration data in the Whois database for the registered domain-name holder, the technical contact, and the administrative contact, as well as to any email addresses for the Respondent provided by the Complainant; and			
(ii) providing the Complaint, including any annexes, in electronic form, either via email to the email addresses mentioned in (i) above, or via an email link to an online platform requiring users to create an account.			
(b) Except as provided in Rule 2(a), any written communication to Complainant or Respondent provided for under these Rules shall be made electronically via the Internet (a record of its transmission being available).			
(c) Any communication to the Provider or the Examiner shall be made by the means and in the manner (including, where applicable, the number of copies) stated in the Provider's Supplemental Rules.	* In Providers' Supplemental Rules, are there reasonable ways of communicating?		
(d) Communications shall be made in the language prescribed in Rule 9.			
(e) Either Party may update its contact details by notifying the Provider, the Registry Operator, and the Registrar.			
(f) Except as otherwise provided in these Rules, or decided by an Examiner, all communications provided for under these Rules shall be deemed to have been made:	* What percentage of communications were done in ways rather than electronically/via the Internet?		
(i) if via the Internet, on the date that the communication was transmitted, provided that the date of transmission is verifiable; or, where applicable			
(ii) if delivered by telecopy or facsimile transmission, on the date shown on the confirmation of transmission; or:			
(iii) if by postal or courier service, on the date marked on the receipt.			
(g) Except as otherwise provided in these Rules, all time periods calculated under these Rules to begin when a communication is made shall begin to run on the earliest date that the communication is deemed to have been made in accordance with Rule 2(f).	* Do Providers conform with the communications timeline in accordance with this provision?		
(h) Any communication subsequent to the Notice of Complaint as defined in Rule 2(a) by			
(i) an Examiner via the Provider to any Party shall be copied by the Provider to the other Party;			
(ii) the Provider to any Party shall be copied to the other Party; and			
(iii) a Party shall be copied to the other Party, to the Provider and by the Provider to the Examiner, as the case may be.			
(i) It shall be the responsibility of the sender to retain records of the fact and circumstances of sending, which shall be available for inspection by affected parties and for reporting purposes. This includes the Provider in sending Notice of Complaint to the Respondent by post and/or facsimile under Rule 2(a)(i).			
(j) In the event a Party sending a communication receives notification of non-delivery of the communication, the Party shall promptly notify the Provider of the circumstances. Further proceedings concerning the communication and any response shall be as directed by the Provider.	* If Respondents did not receive notifications the first time, how could they report on the bounce back?		
3. The Complaint			
(a) Any person or entity may initiate a URS proceeding by submitting a Complaint in accordance with the URS Procedure, these Rules and the approved Supplemental Rules of the Provider administering the proceeding.	* Do Providers accept complaint that don't contain all the elements required? * Do Providers ask additional information beyond what is required in the URS Rules?	We could check the forms Providers use for compatibility.	
(b) The Complaint, including any annexes, shall be submitted using an electronic form made available by the Provider and shall:			
(i) Request that the Complaint be submitted for determination in accordance with the URS Procedure, these Rules and the Provider's Supplemental Rules;			

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(ii) Provide the name, contact person, postal and email addresses, and the telephone and telefax numbers of the Complainant and of any representative authorized to act for the Complainant in the URS proceeding;			
(iii) Provide the name of the Respondent and all other relevant contact information from the Whois record as well as all information known to Complainant regarding how to contact Respondent or any representative of Respondent, including contact information based on pre-complaint dealings, in sufficient detail to allow the Provider to notify the Respondent of the complaint as described in Rule 2(a);			
(iv) Specify the domain name(s) that is/are the subject of the Complaint. The Complainant shall include a copy of the currently available Whois information and a copy, if available, of the offending portion of the website content associated with each domain name that is the subject of the complaint;			
(v) Specify the trademark(s) or service mark(s) on which the complaint is based and the goods or services with which the mark is used including evidence of use – which can be a declaration and a specimen of current use in commerce - submitted directly or by including a relevant SMD (Signed Mark Data) from the Trademark Clearinghouse;			
(vi) Identify which URS Procedure elements (URS 1.2.6) the Complainant contends are being violated by Respondent's use of the domain name. This will be done by selecting the elements from URS Procedure section 1.2.6 that apply from the list provided on the Provider's Complaint form;			
(vii) An optional explanatory statement of no more than 500 words in a separate free form text box;			
(viii) Identify any other legal proceedings that have been commenced or terminated in connection with or relating to any of the domain name(s) that are the subject of the Complaint;			
(ix) State that Complainant will submit, with respect to any challenges to a determination in the URS proceeding, to the jurisdiction of the courts in at least one specified Mutual Jurisdiction;			
(x) Conclude with agreement to the following statement: "Complainant agrees that its claims and remedies concerning the registration of the domain name, the dispute, or the dispute's resolution shall be solely against the domain-name holder and waives all such claims and remedies against (a) the Provider and Examiner, except in the case of deliberate wrongdoing, (b) the Registrar, (c) the Registry Operator, and (d) the Internet Corporation for Assigned Names and Numbers, as well as their directors, officers, employees, and agents. Complainant certifies that the information contained in this Complaint is to the best of Complainant's knowledge complete and accurate, that this Complaint is not being presented for any improper purpose, such as to harass, and that the assertions in this Complaint are warranted under these Rules and under applicable law, as it now exists or as it may be extended by a good-faith and reasonable argument.";			
(c) The Complaint may relate to more than one domain name, provided that the domain names are registered by the same domain name holder.			
(d) The Complaint shall be accompanied by the filing fee, as set forth in the Provider's Supplemental Rules. If fees are not paid within one (1) Business Day of filing, as determined at the location of the Provider, the Complaint shall be automatically dismissed.			
(e) The Complaint will not be accepted if the Provider's check of the Repository (see Rule 17) finds the Complainant has exceeded its quota of Abusive Complaints.	<p>* Has any Provider used rules related to abusive complaint at all? Has any penalty been set forward?</p> <p>* How have Providers complied with their MOU para 2(b)(viii) with regard to establishing and maintaining a process to monitor URS abuse?</p>	<p>Not sure how much inferences we could draw if not many cases that abusive complaint was applied. Most of the cases have been won by the Complainant. Perhaps check the complaint abuse case database on the Provider's site?</p>	
(f) URS Complaints may only be filed against domain names registered in a New gTLD.			

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(g) A URS Complaint may not be filed against a domain name that is part of an open and active URS or UDRP case.	<ul style="list-style-type: none"> * Has a Provider conducted check on whether a domain case is already subject to an open and active URS or UDRP proceeding? If so, how did they find out? * Do Providers rely on the information provided by the Complaint? * Does anyone check for court cases in the event a Respondent doesn't respond? * How do Providers view their responsibility under the provision 3 (g)? 	<ul style="list-style-type: none"> - Don't need to worry too much about this provision. It is a responsibility of a Provider, and the Complaint may run the risk of being abusive if the case is filed with other URS Providers or UDRP. If a case is filed with different Providers, the parties are obligated to inform the Provider if other channels are utilized. - The rule didn't provide clarification on whose responsibility it is to check whether the domain name case is already in an open and active URS or UDRP proceeding. - There are several cases that a TM holder has put out a URS proceeding when the Respondent couldn't respond. - Unless the Complaint was withdrawn on a without prejudice basis, then they can refile and should not be considered as abusive. - What file extension do .SMD files carry? There is no SMD file requirement. Providing a .SMD file is a simpler way to provide the data if a trademark has been registered in the TMCH. The TMCH sends the TM-holder an .SMD file as confirmation. This provision allows TM holders to forward that file to the Provider as their TM proof. 	
(h) The Provider's Supplemental Rules will specify how the Respondent shall be identified in cases where the domain name is registered with a privacy/proxy service.			
4. Notice of Complaint and Locking of Domain			
(a) The Provider shall include a copy of the Complaint in its notice to the Registry Operator.			
(b) The Notice of Complaint to the Respondent shall be transmitted in English and shall be translated by the Provider into the predominant language used in the registrant's country or territory, as determined by the country(ies) listed in the Whois record when the Complaint is filed.	* Are Providers checking WHOIS info in order to determine the language to be used to transmit the Notice of Complaint?	Language question is covered in Rule 9	
(c) The electronic copy of the Notice of Complaint may be provided via email or an emailed link to an online platform requiring users to create an account.	* Are Providers following this provision of rules?		
5. The Response			
(a) The Response shall:			
(i) Provide the name, postal and email addresses, and the telephone and telefax numbers of the Respondent and of any representative authorized to act for the Respondent in the URS proceeding;			
(ii) Respond specifically to each of the grounds upon which the Complaint is based and include any defense which contradicts the Complainant's claims;			
(iii) Respondent may request a finding that the Complaint was brought in abuse of the proceedings per URS Procedure Paragraph (s) 11.2 and/or 11.3;	* Have Examiners gotten Responses alleging any abusive complaint? If so, how did Examiners act in those cases?		
(iv) Identify any other legal proceedings that have been commenced or terminated in connection with or relating to any of the domain name(s) that are the subject of the Complaint;		<ul style="list-style-type: none"> - The terminology used in this provision needs to be modified to be consistent. Not clear what does legal proceedings encompass. - Possible Recommendation: Standardization of language/terminology used in the URS Rules. - We should see Providers' forms. There may be different pieces of information required, depending on the forms. This can be done when Supplemental Rules are being reviewed. 	
(v) Conclude with the following statement followed by the signature (in any electronic format) of the Respondent or its authorized representative: "Respondent agrees that its claims and remedies concerning the dispute, or the dispute resolution, shall be solely against the Complainant and waives all such claims and remedies against (a) the Provider and Examiner, except in the case of deliberate wrongdoing, (b) the Registrar, (c) the Registry Operator, and (d) the Internet Corporation for Assigned Names and Numbers, as well as their directors, officers, employees, and agents. Respondent certifies that the information contained in this Response is, to the best of Respondent's knowledge, complete and accurate, that this Response is not being presented for any improper purpose, such as to harass, and that the assertions in this Response are warranted under these Rules and under applicable law, as it now exists or as it may be extended by a good-faith and reasonable argument."; and	Is the statement included in the Providers' forms?		
(vi) Annex any documentary or other evidence upon which the Respondent relies.			

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(e) At the request of the Respondent, the Provider may, in exceptional cases, extend the period of time for the filing of the response. The period may also be extended by written stipulation between the Parties, provided the stipulation is approved by the Provider. Requests for an extension of time shall comply with the Provider's Supplemental Rules.	* How often has the Respondent asked for an extension? * How often has the Complaint asked for an extension? * What is considered "exceptional cases"?	- Sub Team should review how Providers handle this provision in their Supplemental Rules.	
(f) No affirmative claims for relief by the Respondent will be permitted except for an allegation that the Complainant has filed an abusive Complaint.	* Has the Provider ever received affirmative claims for relief by the Respondent for reasons beyond an abusive complaint?		
(g) The Provider's compliance check for a Response shall at least consist of: (1) ascertaining the Response has been filed in a language acceptable under the Rules for that case; and (2) checking for payment of required fees.	* How do the providers review the complaint? What is their intake process? * Has the Provider conducted a compliance check for a Respondent for factors beyond the two items stated in the provision? * Who determines whether a response is non-compliant – the provider or examiner?		
(h) The Response must be accompanied by payment of the Response fee or Reexamination fee, as appropriate in relevant cases. If a required fee is not paid within one (1) Business Day, the Response will not be considered and the case may proceed as a Default.			
(i) If the Response is determined to be non-compliant for reasons other than non-payment, the Examiner is permitted to make any reasonable inferences from the inadequacy of the Response.	* How many Responses were determined non-compliant? * How many Responses were filed but with fees not paid? * Can Providers identify any cases in which they determined the Responses is non-compliant for reasons other than the payment of the fee?	- This provision should be addressed in the Practitioners Sub Team. - Asking these questions can give us a subset of cases to review their decisions for. - Respondents don't need to pay any fee unless there are 15 domain cases or more. Reexamination fee applicable for <15 domains	
(j) If a Respondent does not submit a response, in the absence of exceptional circumstances, the Complaint shall proceed to a Default Determination.			
(k) The Provider should normally not accept a late Response submitted after the domain name registration has expired, even if submitted before the closing date of the late Response window. The provider may in its Supplemental Rules define justified exceptions from this rule.		- The language used in this provision seems super-confusing & could be clarified. - Sub Team will not try to form a question now. Check this when reviewing the Supplemental Rules. It seems like an odd fact situation.	
6. Examiner			
(a) Each Provider shall maintain and publish a publicly available list of Examiners and their qualifications.	* Why the qualifications of some Examiners are not published, especially by ADNDRC? * How examiners are selected? What background they have? What kind of training they have?	ACTION ITEM: Staff to check whether the Providers maintain and make public available the list of URS examiners and their qualifications and present the findings. - One possible recommendation from the WG may be asking ICANN to enforce this rule so all Examiners' qualifications are published. - ADNDRC has a number of offices in Asia with some degree of regional autonomy. Does this distributed system cause the qualifications of certain Examiners not being published?	https://community.icann.org/download/attachments/79436564/URS%20Rules%206a.pdf?version=1&modificationDate=1519357143000&api=v2
(b) An Examiner shall be impartial and independent and shall have, before accepting appointment, disclosed to the Provider any circumstances giving rise to justifiable doubt as to the Examiner's impartiality or independence. If, at any stage during the URS proceeding, new circumstances arise that could give rise to justifiable doubt as to the impartiality or independence of the Examiner, the Examiner shall promptly disclose such circumstances to the Provider. In such event, the Provider shall have the discretion to appoint a substitute Examiner.	* Did the Providers make the examiners aware of their needs to be impartial and independent? * Has there been any circumstance that gave rise to justifiable doubt of the independence/impartiality of an examiner? If so, did the examiner disclose this before and/or during the case proceeding? If no, what happened? * Does the Respondent have the ability/opportunity to point to the conflict of interest/bias from an examiner? Can they do so in their responses? How do respondents know of a conflict of interest in advance? How the examiner confirms that it is impartial? * Is there a situation that a Respondent was aware of the conflict of interest of an examiner? Is there a situation that a Respondent pointed this out? * Is there any possibility for examiner-shopping?	- Who decides exactly on impartiality or independence of an examiner? "Independence", "impartiality", and "justifiable doubt" are subjective standards. Would it be useful to dig more into the phrases to understand what they means, what constitutes a conflict, and how does a Provider look into that? Whether it is based on initial disclosure by the examiner, or the interpretation of the standards? - This question is also related to the background and expertise of the examiners. - General rules should be established so that people are confident that examiners are not biased. - There may be professional conduct requirements/guidelines to enforce the impartiality and independence of the examiner.	
7. Communication Between Parties and the Examiner			
No Party or anyone acting on its behalf may have any unilateral communication with the Examiner. All communications between a Party and the Examiner or the Provider shall be made to the Provider in the manner prescribed in the Provider's Supplemental Rules.		Sub Team will revisit this provision when reviewing Providers' Supplemental Rules.	
8. General Powers of the Examiner			
(a) The Examiner shall conduct the URS proceeding in a manner it considers appropriate in accordance with the URS Procedure and these Rules.	* What guidance that Providers have formally or informally given to the Examiners.		
(b) In all cases, the Examiner shall ensure that the Parties are treated with equality to the extent feasible.			
(c) The Examiner shall determine the admissibility, relevance, materiality and weight of the evidence.	* How do Examiners determine the standard of proof in URS cases?		

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(d) If one or more domain names are registered with a privacy or proxy service, or the nominal registrant changes after the complaint is filed, it shall be the sole discretion of the Examiner to determine if the respondents are sufficiently related and to dismiss the Complaint with respect to any unrelated domain names. The Examiner may rely on information submitted by the Complainant and/or the Respondent(s) in making its finding.	* Does the Provider know any situation that the nominal registrant changed after the complaint was filed? If so, how did the Provider handle it? * How many complaints have been dismissed on the basis of the wrong Respondent being named, where the domain was registered with a privacy/proxy service?		
9. Language of Proceedings			
The URS Procedure Paragraph 4.2 specifies the languages in which the Notice of Complaint shall be transmitted.	* Are all Examiners indeed fluent in English? * Are the assigned Examiners fluent in the non-English language of the Response?	- The indication of English fluency does not apply to all Examiners, but this does not mean they are not fluent in English. - Staff note: Some Examiners did indicate in their resumes that they have "good" or "fair" level of English skills, but not "excellent".	https://community.icann.org/download/attachments/79436564/URS%20Rules%206a.pdf?version=1&modificationDate=1519357143000&api=v2
(a) The Complaint shall be submitted in English.	* Is there any challenge in the URS proceedings caused by the linguistic deficiencies of the Examiners?		
(b) The Response may be provided in English, or in one of the languages used for the Notice of Complaint.			
(c) The Examiner appointed shall be fluent in English and in the language of the Response and will determine in which language to issue its Determination, in its sole discretion.			
(d) In the absence of a Response, the language of the Determination shall be English.			
(e) The Provider is not responsible for translating any documents other than the Notice of Complaint.			
10. Further Statements			
In order to ensure expedience of the proceeding, the Examiner may not request further statements or documents from either of the Parties.	* Has any Examiner violated this rule by requesting further statements or documents from either of the Parties?		
11. In-Person Hearings			
There shall be no in-person hearings (including hearings by teleconference, videoconference, and web conference).	* Has the lack of in-person hearings been raised as an issue?	MFSD confirmed that they have never conducted any in-person hearings (including teleconference, video conference, web conference, etc.) and only reviewed written submissions.	
12. Default			
(a) If at the expiration of the 14-day Response period (or extended period if granted), the Respondent does not submit an answer, the Complaint proceeds to Default. In case of Default, the Provider shall appoint an Examiner to review the Complaint for a prima facie case, including complete and appropriate evidence.			
(b) When a case enters Default, the Provider shall notify the Registry Operator that the Registrant is prohibited from changing content found on the site and that the Registrant is prohibited from changing the Whois information. See URS Procedure Paragraph 6.2.	* Can the Registry Operator block any change to the content of a website when a case enters Default? * In respect of the URS Procedures clause 6.2 -- whether the Registry Operator, in locking a domain, also has the technical capability to prevent the Registrant from changing the content on the Registrant's site? Or does the Notice of Default sent by the Provider to the Registrant (and also to the Complainant) merely instructs that the Registrant is prohibited from doing so, hence the ability to enforce that prohibition?	ACTION ITEM: Staff to check how would the website resolve when the Respondent responded to the Complaint within the six-month period after the Default Determination, which rendered the suspension of the website due to infringement/being used in bad faith.	After a URS provider receives a response for a default determination, the provider will inform the registry operator to "roll back" per section 6.5 of URS Procedure mentioned in Ariel's email below. The RO needs to "roll back" the re-direction of the nameserver so the domain name resolves as it did prior to the dispute. The RO must maintain the URS LOCK on the domain name. The URS provider will inform the RO of the final determination which may require the RO to (1) suspend the domain name again; or (2) perform a full rollback, allowing the registrant to regain control.
(c) The Examiner shall prepare a written Default Determination			
(d) If the Examiner finds that the Complainant has made a prima facie case according to the URS Procedure Paragraph 1.2.6 for any of the domain names in the Complaint, the Default Determination shall so state, including any additional written reasoning the Examiner wishes to append. The Examiner shall order suspension of the domain names for which a prima facie case has been established.			
(e) If the Examiner finds that the Complainant has not made a prima facie case according to the URS Procedure Paragraph 1.2.6, the Default Determination shall so state including any additional written reasoning the Examiner wishes to append. The Provider shall dismiss the Complaint as to the domain names for which a prima facie case is lacking.	* What percentage of cases that the Respondent submitted an answer within six (6) months after a Default Determination?		
(e) If a Response is filed within six (6) months after a Default Determination (or within any extension period granted under URS Procedure Paragraph 6.4), the Provider shall notify the Registry Operator. The Registry Operator shall modify the nameservers so that the domain name(s) resolve to the relevant IP address(es) for the domain name(s) as soon as practical, but remain locked as if the Response had been filed in a timely manner before Default.			
(f) If a Party, in the absence of exceptional circumstances, does not comply with any provision of, or requirement under, these Rules, the URS Procedure or the Provider's Supplemental Rules, the Examiner shall draw such inferences therefrom as it considers appropriate.	* Has any Examiner drawn such inferences when a Party is not in compliance with URS Rules, Procedures, and Supplemental Rules, in the absence of exceptional circumstances?		
13. Examiner Determination			

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(a) An Examiner shall make a Determination (Default, Final or Appeal) of a Complaint in accordance with the URS Procedure, these Rules and any rules and principles of law that it deems applicable.	* Has any Examiner evoked rules beyond the URS Rules, Procedures, and Supplemental Rules?		
(b) The Examiner's Determination shall be in writing, provide the reasons on which it is based, indicate the date on which it was rendered and identify the name of the Examiner.	* Among Examiner's Determinations, how many do not provide the reasons on which the Determination is based?	- This concerns with the qualitative review of the URS cases. Not all URS Determinations state the names of the attorneys of the Complaints and Respondents. - A potential recommendation from the WG may be that the URS Determination to include additional required data elements (e.g., legal counsel involved, trademark, website content), which are required in UDRP cases, without overburden the Examiners.	
(c) Examiner Determinations shall normally comply with the guidelines as to length set forth in the Provider's Supplemental Rules. If the Examiner concludes that the dispute is not within the scope of the URS Provider, it shall so state.	* What are the "guidelines"? Are they referring to the Provider's Supplemental Rules? If not, can Providers provide a copy of their guidelines?		
(d) If after considering the submissions the Examiner finds that the Complaint was brought in bad faith or was brought primarily to harass the domain name holder, the Examiner shall declare in its Determination that the Complaint was brought in bad faith and constitutes an abuse of the URS proceeding.	* How often was this rule invoked? What factors have been considered by the Examiners in making that determination?		
14. Remedies			
(a) The sole remedy available to Complainant pursuant to any URS proceeding before an Examiner shall be limited to suspension of the domain name for the balance of the registration period.			
(b) If the Complainant wishes to extend the remedy for an additional year per URS Procedure Paragraph 10.3, Complainant shall contact the Registry Operator directly regarding this option.			
15. Determinations and Publication			
(a) The Provider shall publish the Determinations and the dates of implementation on a publicly accessible web site, subject to the considerations in Rule 15 (c) and (d) below. See URS Procedure Paragraphs 9.2 and 9.4. The portion of any Determination that a Complaint was brought in bad faith (see Rule 17) shall be published.		ACTION ITEM: Staff to check whether URS Determinations have been published by all Providers.	https://community.icann.org/download/attachments/79436564/URS%20Rules%20Research%20-%20URS%20Rule%2015%28a%29%28c%29%28d%29%28e%29.pdf?version=1&modificationDate=1520360041000&api=v2
(b) Determinations are subject to change only to correct typographical and clerical errors and shall not be subject to substantive change at the request of any party.			
(c) A Final Determination that changes a Default Determination outcome for the same case, shall replace the Default Determination on the Provider's website, unless the Examiner determines both shall be made available and so states in its Final Determination.	* Has any Examiner determined to publish both the Default and Final Determination, when the Final Determination changes the Default Determination outcome for the same case?		
(d) A Final Determination that upholds a Default Determination outcome for the same case may be published together on the Provider's website, or the Final Determination may replace the Default Determination, at the Examiner's discretion.	* Has any Examiner determined to publish both the Default and Final Determination, when the Final Determination upholds the Default Determination outcome for the same case?		
(e) The Examiner or Panel has the sole discretion to require the Appeal Determination to be published either instead of, or together with, the Default or Final Determination it has overruled or upheld.	* What are your Examiners' practice with regard to the publication of Appeal Determination?		
(f) Determinations related to the same domain names and/or parties, but not part of the same case, need not be linked in any way on the Provider's website.	* What is the rationale behind not linking the Determinations related to the same domain names and/or parties, but not part of the same case? * Have you ever linked the Determinations related to the same domain names? If not, why not? * How many Final Determinations were made by the same Examiner who also made the Default Determinations for the same case?	- Should the WG recommend ICANN to aggregate the Determinations from the separate databases managed by the three Providers and place them in one central database? By doing so, it may be helpful to detect bad faith registrants and detect other patterns.	
16. Settlement or Other Grounds for Termination			
(a) If, before the Examiner's Determination, the Parties agree on a settlement, the Examiner shall terminate the URS proceeding.			
(b) If, before the Examiner's Determination is made, it becomes unnecessary or impossible to continue the URS proceeding for any reason, the Examiner shall terminate the proceeding, unless a Party raises justifiable grounds for objection within a period of time to be determined by the Examiner.	* How many such incidents have been recorded by the Provider (before the Examiner's Determination is made, it became unnecessary or impossible to continue the URS proceeding for any reason)?		
17. Effect of Court Proceedings			
(a) In the event of any legal proceedings initiated prior to or during a URS proceeding in respect to the domain-name that is the subject of the Complaint, the Examiner shall have the discretion to decide whether to suspend or terminate the URS proceeding, or to proceed to a Determination.	* How often was a legal proceeding initiated prior to or during a URS proceeding? Have there been any intervening lawsuit?	- WG should check the data gathered by Berry and see what Examiners have been done in dealing with court proceedings.	

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(b) In the event that a Party initiates any legal proceedings during the pendency of a URS proceeding in respect to the domain-name that is the subject of the Complaint, the Party shall promptly notify the Examiner and the Provider. See Rule 7 above.			
18. Abusive Complaints			
(a) The Examiner may, of its own accord, find that a Complaint is abusive or contains deliberate material falsehoods.			
(b) A Respondent may, in its Response, allege that a Complaint was brought in an abuse of the URS process or contains deliberate material falsehoods.			
(c) Any findings by an Examiner as to abusive Complaints or deliberate materials falsehoods shall be so stated in the Determination, along with sufficient rationale to justify the finding to any potential Appeal Panel.			
(d) Any Provider registering a case of abuse as described in the URS Procedure Paragraph 11 shall, within one (1) Business Day submit information of the abuse case to an abuse case database.	* Have the Providers registered any case of abuse?		
(e) The abuse case database shall be electronically accessible to all Providers.		ACTION ITEM: Staff to check whether the three Providers establish and maintain the electronic abuse case database.	
(f) Upon receipt of a Complaint, the Provider shall verify the admissibility of the Complaint against the abuse case database in line with applicable URS Procedure provisions and dismiss the Complaint if not admissible.	* Do the Providers verify the admissibility of the Complaint against the abuse case database for every single URS case?		
19. Appeal			
(a) The Provider is responsible for providing the entire record in the underlying proceeding to the Appeal Panel.			
(b) Appellant shall have a limited right to introduce new admissible evidence that is material to the Determination subject to payment of an additional fee, provided the evidence clearly pre-dates the filing of the Complaint.	* How do the Providers implement this rule? How do the Providers determine that the Appellant is in fact seeking to introduce new admissible evidence that is material to the Determination, clearly pre-dating the filing of the Complaint? Do the Providers conduct administrative check on this?	- This may be explained in the Supplemental Rules.	
(c) Appellee shall not be charged any additional fee and shall have the right to file a Reply to the Appellant's additional statements within the time period identified in the Provider's Supplemental Rules.			
(d) If the Respondent prevailed and the domain name is no longer under the Registry Operator's suspension or lock, the Provider shall notify the Registry Operator to re-lock the domain name subject to the outcome of the Appeals process, but the domain name shall continue to resolve per URS Procedure Paragraph 12.3.			
(e) If any domain name that is the subject of an Appeal is expired at the time of the filing of the Appeal, the Provider shall reject the Appeal for want of a remedy, unless the Appeal is only filed under URS Procedure Paragraph 11.8.			
(f) The remedies for an Appeal are limited to:			
(i) Affirmation of the Final Determination and the Remedy ordered. If the domain name is suspended, it shall remain suspended. If the domain name is with the Registrant, the Registry Operator shall promptly unlock the domain name following receipt of the Appeal Determination.			
(ii) Overruling of the Final Determination and the Remedy ordered. If the domain name is suspended, the Registry Operator shall unlock the name and return full control of the domain name registration to the Registrant. If the domain name is with the Registrant, the Registry Operator shall immediately follow the steps in URS Procedure Paragraph 10.2 to suspend the domain name.			
(iii) Overruling an Examiner's finding that a Complaint was abusive or contained a deliberate material falsehood. The Appeal Panel may replace the Final Determination with one including changes that the Appeal Panel deems appropriate.			
(g) The Providers' Supplemental Rules for URS Appeals, other than those stated above, shall apply.			
20. Exclusion of Liability			
Except in the case of deliberate wrongdoing, neither the Provider nor an Examiner shall be liable to a Party for any act or omission in connection with any URS proceeding under these Rules.	* Has any Provider or Examiner been directly sued for a URS Determination?		
21. Amendments			
The version of these Rules in effect at the time of the submission of the Complaint to the Provider shall apply to the URS proceeding commenced thereby. These Rules may not be amended without the express written approval of ICANN.			

MoU Between ICANN and URS Providers	Proposed Questions	Additional Notes	Findings
1. Whereas:			
a. ICANN has developed a program for the introduction of new generic top-level domains ("gTLDs") into the domain name system (the "New gTLD program");			
b. the general procedures for the New gTLD Program are set out in the gTLD Applicant Guidebook, as it may be amended from time to time, the most recent version of which was published by ICANN on 4 June 2012 ("Guidebook").			
c. Module 5, Section 5.4.1 of the Guidebook and Section 2b of the Specification 7 of the new gTLD form registry agreement require each registry operator of a new gTLD to comply with and implement decisions made under the Uniform Rapid Suspension System ("URS") Procedure, as it may be amended from time to time; and			
d. the [insert URS Provider] desires to act as a provider of URS services.			
2. Now therefore, ICANN and the NAF agree as follows:			
a. ICANN hereby designates the [insert URS Provider] as, and the [insert URS Provider] agrees to act as, a provider of URS services.			
b. In connection with the provision of URS services, the [insert URS Provider] shall:			
i) implement the URS services in accordance with the URS procedure ("Procedure") as found in the Guidebook and as may be amended from time to time, as well as any URS rules ("Rules") developed, and as may be amended from time to time, to help guide the URS service providers and proceedings;			
ii) develop and maintain provider-specific supplemental rules and procedures, including a fee schedule, necessary to facilitate the URS; provided that such supplemental rules and procedures may not contravene or be inconsistent with the URS Procedure or URS Rules;			
iii) select each Examiner and Appeal Panel (as each term is defined in the URS Rules) and ensure that each Examiner and each member of an Appeal Panel is properly qualified, including by ensuring that each such person has an understanding of global intellectual property issues as they relate to the Internet;			
iv) ensure that all URS Determinations are publicly posted and searchable;			

MoU Between ICANN and URS Providers	Proposed Questions	Additional Notes	Findings
v) establish and maintain a conflict of interest policy and procedure designed to identify and prevent conflicts of interest among Examiners and members of an Appeal Panel and complainants and respondents in URS proceedings;	* What is the conflict of interest policy established by each Provider? * When a conflict of interest has been discovered, what remedial actions have been taken?		
vi) establish and main a payment account system that allows parties to a URS proceeding to make payments in multiple currencies;			
vii) establish and maintain procedures and process for efficient communications with parties to a URS proceeding and relevant registries and registrars;			
viii) establish and maintain a process to monitor URS abuse	* How have the Providers complied with the obligation to establish and maintain a process to monitor URS abuse?		
ix) provide URS services on a reasonable and cost effective basis; and			
x) provide ICANN with any information or data it may reasonably request.	* Has ICANN ever enquired any information or data from the Providers?		
c. ICANN and the [insert URS Provider] shall communicate regularly with each other and seek to optimize the URS services provided by the [insert URS Provider].	* Do ICANN and Providers maintain regular communications?		
d. In the event that the [insert URS Provider] fails to comply with the terms of this Memorandum of Understanding or the URS Procedures or Rules, ICANN may terminate the [insert URS Provider]'s status as a URS service provider with 60 days written notice.			
e. In the event [insert URS Provider] chooses to no longer provider URS services, [insert URS Provider] may terminate this MoU by providing ICANN with 180 days written notice.			