



The Internet Corporation for Assigned Names and Numbers

21 December 2006

Mr. Van Wesemael  
DNS Belgium vzw  
Ubicenter  
Philipssite 5 bus 13  
B-3001 Leuven

Dear Mr. Van Wesemael,

This letter sets out our understanding of what we have agreed to do in order to demonstrate our commitment to securing and enhancing the stability and interoperability of the Internet's Domain Name System (DNS) for our mutual benefit and for the benefit of the local and global internet community.

The .be Top Level Domain has been delegated by IANA to the Department of Computer Sciences of the University of Leuven (KULeuven) in 1988. In 1999 the delegation for the .be TLD was transferred to DNS BE and since then DNS BE has been managing it as a stable and interoperable part of the global domain naming system for the Internet community in a manner that is consistent with the relevant technical standards. The present exchange of letters further enhances co-operation between DNS BE and ICANN.

To this end we make the following commitments to you.

We shall use our best endeavours to:

- a) maintain a stable, secure, and authoritative publicly available database of relevant information about .be, the Delegated country code Top Level Domain, in accordance with ICANN publicly available policies and procedures. The Authoritative Root Database shall contain information for the public authoritative name servers for .be, contact information for DNS BE as the registry for .be, the designated administrative contact(s), and the designated technical contact(s) as notified by DNS BE to ICANN;
- b) implement on notification by DNS BE a change to the domain name or IP address(es) of the name servers for .be as recorded in the Authoritative-Root Data for .be in the Authoritative-Root Database. The initial format and technical requirements for such a change are set out in our publicly available policies and procedures



- c) publish data maintained in the Authoritative Root Database about .be which shall include at least the names of DNS BE as the ccTLD Registry, the administrative contact(s), the technical contact(s), and the domain names and IP addresses of the authoritative name servers for the domain;
- d) coordinate the Authoritative Root Server System so that it is operated and maintained in a stable and secure manner; and cause the Authoritative Root Server System to publish DNS resource records delegating the Top Level Domain .be to the name servers recorded in the Authoritative Root Database and to inform the named administrative contact(s) and technical contact(s) of the published changes to the name servers for .be;
- e) maintain authoritative records and an audit trail regarding changes to .be delegations and records related to those delegations and shall inform DNS BE of the status of a requested change related to .be in accordance with the policies, procedures and format as made publicly available by us;
- f) ensure that changes to the root zone database are made in a timely manner, on the basis of reliable authentication procedures confirming the authority and identity of the requesting party; and
- g) notify DNS BE of any changes to our contact information no later than seven days after the change becomes effective.

We agree that we may terminate our commitment to you by giving you notice in writing and if we do, we agree that our obligations to you under this letter shall cease. However we acknowledge that we are to continue to perform our duties to the extent it is within our powers and can be reasonably expected under the circumstances in order to maintain the stability and interoperability of the DNS.

We agree that no breach of a commitment contained in this letter or performance or non-performance under this letter shall give rise to any monetary liability by either one of us to the other.

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

Yours sincerely

Dr Paul Twomey  
President and Chief Executive Officer  
Internet Corporation for Assigned Names and Numbers

# dns.be

Belgische Vereniging voor Internet Domein Naam Registratie • Association Beige pour l'Enregistrement des Noms de Domaine Internet

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Dr. P. Twomey

President and CEO

Leuven, 21 December 2006

Dear Dr. Twomey,

This letter sets out our understanding of what we have agreed to do in order to demonstrate our commitment to securing and enhancing the stability and interoperability of the Internet's Domain Name System (DNS) for our mutual benefit and for the benefit of the local and global internet community.

DNS BE is the registry for the ccTLD for Belgium, .be. As the .be registry, DNS BE is committed to administer the .be domain in a way that serves the Belgian Internet community best. Also, DNS BE believes that the policy and structure of the .be domain should be operated at a local level, to meet the needs of the local Internet community within the framework of the relevant laws and regulations as imposed by the Belgian Authorities. As many other ccTLDs the local policy development process seeks to involve all relevant local stakeholders. Within this framework DNS BE sets out the policy for the .be domain.

We believe it is important that the IANA function is seen to be fair, and operated in an open, transparent manner. We believe that in line with the ICANN Governmental Advisory Committee Principles and guidelines for the delegation and administration of country code top level domains (GAC Principles), the IANA entry for each ccTLD needs to respond to decisions and requests made at the local level, even with respect to changes of ccTLD **manager**.

To this end we make the following commitments to you.

We shall use our best endeavours to:

a) generate regular updates of the .be zone data in compliance with relevant standards as set out in paragraph c) and subject to and within the limits of relevant national law and national public policy;

b) operate and maintain, the authoritative name servers for .be in a stable and secure manner, adequate to resolve names within the .be domain by users throughout the Internet and in compliance with relevant standards as set out in paragraph c) and subject to and within the limits of relevant national law and national public policy;

c) applicable relevant standards are standards-track or best current practice RFCs sponsored by the Internet Engineering Task Force;

# .be

d) notify ICANN, through ICANN's designated point of contact of:

1. any change of the contact information of its administrative or technical contact(s),

and

2. any change to the administrative and *lor* technical contact details about .be in the Authoritative-Root Database no later than seven days after the change becomes effective. The administrative contact for .be must be directly associated with DNS BE and must reside in the territory of Belgium during the entire period he or she is designated as such.

DNS BE has contributed to the funding of ICANN, as the organization that performs the IANA function, in the past. It is our intention to continue to contribute on a voluntary basis in the amount of USD 40.000 (forty thousand US dollar) to ICANN's cost of operation relevant to ccTLDs. Given that ICANN reliably provides the IANA function we feel that it is reasonable to commit to such a contribution this year. We acknowledge that the ccTLD community and ICANN are working together to obtain a formula to determine permanent and satisfactory contribution to you. If there is no agreement on a permanent solution for ccTLD contributions to ICANN or we do not agree with the formula devised, we agree to review in good faith on the first anniversary of the date of this letter, taking into account all the relevant circumstances, our voluntary contribution to ICANN set out above with a view to making continued annual contributions on a voluntary basis.

We agree that we may terminate our commitment to you by giving you notice in writing and if we do, we agree that our obligations to you under this letter shall cease. However we acknowledge that we are to continue to perform our duties to the extent it is within our powers and can be reasonably expected under the circumstances in order to maintain the stability and interoperability of the DNS.

We agree that no breach of a commitment contained in this letter or performance or non-performance under this letter shall give rise to any monetary liability by either one of us to the other.

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

Yours sincerely,



Marc Van Wesemael  
General Manager