FAQ for Name Reservation, Allocation and Registration
08 August 2014

1.   Are there any limitations on the number of names that a Registry Operator can reserve in a TLD?

The Registry Agreement does not place numeric restrictions on the number of names that a Registry Operator can reserve in the TLD, so long as all other requirements of the Registry Agreement are met.

2.   Can reserved domain names be released for registration to another person or entity at Registry Operator's discretion?

Yes, so long as all other requirements of the Registry Agreement are met. Pursuant to Section 2.6 of the Registry Agreement, the Registry Operator may establish policies relating to the reservation of domain names in the TLD. See section 2.4.3 of the [Trademark Clearinghouse Rights Protection Mechanism Requirements](#) *(the "TMCH Requirements"). The TMCH Requirements provide that if a previously reserved domain name is released for allocation or registration at any time prior to the start date of the Claims Period, the domain name must be treated like any other domain name for any applicable Sunrise Period, Limited Registration Period, Launch Program or Claims Period (as these terms are defined in the TMCH Requirements). If a reserved name is released for allocation or registration at any time following the start date of the Claims Period, the domain name must be subject to the Claims Services (as defined in the TMCH Requirements) for a period of 9) calendar days following the date Registry Operator released the name for registration as long as the Trademark Clearinghouse (or any ICANN-designated successor thereto) remains in operation.*

3.   What is the process, if any, for moving names on to, and off of, a reserved name list?

The Registry Agreement does not mandate any specific process that Registry Operators must follow. Accordingly, the Registry Operator may establish its own processes for moving names on to, and off of, a reserved name list. All domain names that are released from reservation for registration are subject to Section 2.4.3 of the TMCH Requirements as discussed in the preceding Q&A.

4.   Can a Registry Operator register or earmark names for itself prior to delegation and/or the Sunrise Period?

Under Section 3.2 of Specification 5 of the Registry Agreement, a Registry Operator may register up to 100 name(s) necessary for the operation or the promotion of the TLD to itself prior to

delegation and/or the Sunrise Period if the Registry Operator has registered names to itself from the up to 100 names permitted by that Section. If the Registry Operator registers said names, it must act as the Registered Name Holder (as this term "Registered Name Holder" is defined in the then current Registrar Accreditation Agreement) for each name registered to itself under Section 3.2 of Specification 5. (RAA). In addition, Section 3.2 of Specification 5 permits the Registry Operator either to use an ICANN-accredited registrar to register those 100 names or to self-allocate those names to itself, but in either case the Registry Operator is required to be the Registered Name Holder of those names, therefore the names must be "registered". Note that the QLP Addendum allows a registry operator to register up to 100 domain names to third parties prior to the Sunrise Period for purposes of promoting the TLD, under certain conditions.

For additional guidance and detail, please see Section 2.2.4 and Section 4.5.1 of the RPM Requirements, and see

http://newgtlds.icann.org/en/announcements-and-media/announcement-10apr14-en

5.   Is the use of the 100 names in Section 3.2 of Specification 5 restricted only to the operation or promotion of the TLD?

Yes. Under Section 3.2 of Specification 5 of the Registry Agreement, the use of the 100 names must be necessary for the operation or the promotion of the TLD.

6.   Is the number of names available to Registry Operator under Section 3.2 of Specification 5 a running total?

No. Each name allocated or registered under Section 3.2 of Specification 5 will count towards the cumulative total of 100 names available for the operation and promotion of the TLD, even if such name is later allocated or registered to another party.

7.   Can a Registry Operator increase the total number of reserved names that can be allocated for the promotion of a TLD by combining the 100 reserved names from Section 3.2 of Specification 5 of the Registry Agreement and the names from a Qualified Launch Program?

No. Names from Section 3.2 of Specification 5 of the Registry Agreement and Qualified Launch Program names may be combined, but may not exceed a total of 100 names described in Section 3.2 of Specification 5. Each name allocated under a Qualified Launch Program reduces the number of names available under Section 3.2 of Specification 5.

8.   Is the Registry Operator under any obligation to submit its TLD Startup Information and/or commence its Sunrise Period (i.e., may the Registry Operator choose to operate using

only the 100 names pursuant to Section 3.2 of Specification 5 and not submit TLD Startup Information or commence Sunrise Period)?

The RPM Requirements state that "If Registry Operator's Sunrise policies permit Registry Operator to allocate, assign, designate or otherwise earmark (referred to herein as "Allocate", "Allocated" and "Allocation") or register any Sunrise Registration prior to the end of the Sunrise Period (i.e., Registry Operator MAY offer Sunrise Registrations (as defined in Section 2.2.1) on a "first-come, first-served" basis or any other time-based Allocation or registration process) (a "Start-Date Sunrise"), Registry Operator MUST provide the following information (collectively, the "TLD Startup Information") to ICANN and the TMCH Sunrise and Claims Operator at least thirty (30) calendar days in advance of the date the Sunrise Period for the TLD is scheduled to start."

It is important to note the 100 names available under Section 3.2 of Spec. 5 are limited to names "necessary for the operation or the promotion of the TLD." These are not names that can be made generally available to the public, other than as specified in the Qualified Launch Program.

Accordingly, the Registry Operator MUST provide TLD Startup Information even where it has self-allocated names.

9. Is it acceptable for a Registry Operator to reserve names and subsequently release them for registration to a particular registrant without those names being offered to all eligible registrants?

While Section 2.6 of the Registry Agreement permits the Registry Operator to establish policies relating to the reservation of names in the TLD, the Registry Operator must comply with all provisions of the Registry Agreement following the release of any reserved name. For example, any release of previously reserved names, whether to a related entity or a non-related entity, would have to be (i) consistent with the TLD's published registration policies, (ii) not "earmarked" or allocated to any potential registrant prior to the completion of the Sunrise Period (see Section 2.2.4 of the TMCH Requirements), and (iii) registered in compliance with all other provisions of the Registry Agreement (e.g., use of an ICANN accredited registrar, subject to Sunrise Period if the names are released from registration prior to completion of the Sunrise Period, and subject to claims under Section 2.4.3 of the TMCH Requirements, etc.).

10. If a Registry Operator is granted an Exemption to the Code of Conduct, is that Registry Operator limited to self-allocating (without the use of an ICANN accredited registrar) 100 names (i.e., must all other names be registered through an ICANN accredited registrar as per 2.6 of the RA)? If so, what benefit does the Exemption to the Code of Conduct grant given that Registry Operators without an Exemption can register an unlimited number of names through an ICANN accredited registrar.

An exemption to the Registry Operator Code of Conduct does not exempt other requirements of the Registry Agreement (e.g., Sections 2.6 and 2.9 of the Registry Agreement). The benefit is that the Registry Operator is exempted from the other requirements of Specification 9.

11.   If reserved names are released after the start of the Claims Period (as defined in the TMCH Requirements), are they exempt from the TMCH Requirements?

No. Under Section 2.4.3 of the TMCH Requirements, a reserved name released during the Claims Period must be subject to the Claims service. See Q&A #3 for further details.

12.   If a Registry Operator releases a reserved name following the start of General Registration (as defined in the TMCH Requirements), is the Registry Operator required to hold another Sunrise Period?

No. The Registry Operator is only required to hold a single Sunrise Period for the TLD. However, the registry is required to implement 90 days of Trademark Claims.

13.   How can a domain name be both reserved and also available for purchase via auction or other premium sales channel?

A discussed above, a Registry Operator may establish or modify policies concerning the reservation of names in the TLD. A reserved name may be released for registration at any time as specified in the policies of the Registry Operator. A name that is made available for registration would not be considered a reserved name under Section 2.6 of the Registry Agreement. The Registry Agreement does not prohibit the auctioning of names that have been previously reserved, if the name being auctioned is to be released for registration and the Registry Operator otherwise complies with the terms of the Registry Agreement.

14.   What may I do if I believe that a Registry Operator is violating the terms of the Registry Agreement for a TLD?

If you believe that a Registry Operator has violated the term of the Registry Agreement, you may submit the matter for consideration by ICANN's contractual compliance department. To submit a matter for compliance investigation by ICANN, please see https://www.icann.org/resources/pages/complaints-2013-03-22-en. The specific facts and circumstances in question will determine if a particular practice is in compliance with the Registry Agreement and/or Registrar Accreditation Agreement.