

**UMBRELLA AGREEMENT FOR THE TRANSFER OF THE .CA DOMAIN NAME REGISTRY BETWEEN**

**UNIVERSITY OF BRITISH COLUMBIA**, a university governed in accordance with the laws of the Province of British Columbia ("UBC")

- and -

**CANADIAN INTERNET REGISTRATION AUTHORITY**, a corporation incorporated pursuant to the laws of Canada ("CIRA")

- and -

**HER MAJESTY THE QUEEN IN RIGHT OF CANADA**, as represented by the Minister of Industry ("CANADA")

WHEREAS John Demco has managed the .ca domain space at UBC using the facilities and equipment of UBC since its inception and registration with IANA in 1987;

AND WHEREAS such management has been carried out in accordance with policies and procedures established by John Demco and UBC having regard to advice obtained from time to time from the .ca Committee;

AND WHEREAS the parties are of the view that the .ca domain space should be developed as a key public resource for social and economic development for all Canadians;

AND WHEREAS as early as 1997, John Demco, UBC, CANADA, representatives of the private sector, and other interested parties recognized the need to liberalize the policies and procedures for the .ca domain space in order to maximize the public benefit of the domain space;

AND WHEREAS on December 30, 1998, CIRA was incorporated as a not-for-profit corporation with the intention of managing the .ca domain space in the public interest;

AND WHEREAS by letter dated March 11, 1999, signed on behalf of CANADA by the Assistant Deputy Minister, Spectrum, Information Technologies and Telecommunications of Industry Canada ("the March 11 Letter"), a copy of which is attached as Schedule "A", CANADA described the general principles and structure pursuant to which it expected CIRA to administer the .ca domain space;

AND WHEREAS the parties desire to provide for an orderly transition of the management of the .ca domain space from John Demco and UBC to CIRA in the public interest;

NOW THEREFORE, in consideration of the premises and the mutual covenants herein contained, the parties hereto agree as follows:

1. With effect on the Operational Transfer Date (as defined in the agreement entered into by CIRA and UBC as of this date, a copy of which is attached as Schedule B) UBC hereby relinquishes any interest arising from its operation of the .ca domain space, and CANADA in turn hereby designates CIRA to manage, operate, and control, or cause to be managed, operated, and controlled, the .ca domain space in accordance with the principles and structure set out in the March 11 Letter and in accordance with other principles, being in the public interest and being reasonable, as CANADA may, from time to time, set. CIRA shall manage, operate, and control, or cause to be managed, operated, and controlled, the .ca domain space in accordance with the principles and structure set out in the March 11 Letter and in accordance with other principles as CANADA may, from time to time, set.

2. Within 7 days of the signing of this Agreement, the parties shall execute all the required documentation to cause CIRA to be recognized as of the Operational Transfer Date at the

international level as having the exclusive authority to operate the top level domain servers for the .ca domain. All required documentation will be sent by CANADA to the appropriate third parties sufficiently in advance of the Operational Transfer Date. CANADA, with the cooperation of UBC and CIRA, shall take all the necessary steps to notify the relevant international authorities that the aforementioned recognition should take effect as of the Operational Transfer Date. However, the parties acknowledge that the exact date on which the actual change is implemented by the appropriate international authorities is not in the control of any of the parties.

3. UBC and CIRA shall cooperate in achieving an orderly transition of the management, operation, and control of the .ca domain space to CIRA in accordance with the terms and conditions of the agreement entered into by CIRA and UBC as of this date, a copy of which is attached as Schedule "B".

4. CANADA may terminate the designation of CIRA described in Article 1 upon 90 days written notice to CIRA if, in the opinion of CANADA, acting reasonably, CIRA is unable to continue to manage, operate and control, or cause to be managed, operated and controlled, the .ca domain space in accordance with the principles and structure set out in the March 11, 1999 Letter and in accordance with such other principles as CANADA may, from time to time, set.

5. CIRA may terminate the designation described in Article 1 at any time by giving 90 days written notice to CANADA.

6. In the event that the designation of CIRA described in Article 1 is terminated in accordance with Article 4 or 5:

i). CANADA, with the cooperation of CIRA, shall take all necessary steps, and CANADA and CIRA shall execute all the required documentation, to transfer the administrative and operational responsibility for the .ca domain to such party as CANADA may designate and to cause such party to be recognized at the international level as having the exclusive authority to operate the top level domain servers for the .ca domain;

ii). If the Registrar of Trade-marks has given public notice of CIRA's adoption and use of the mark .ca in relation to the development, management and operation of the .ca domain space, CIRA shall consent to the use of the .ca mark by such party as CANADA may designate and CIRA shall cease to use the mark, or at the request of CANADA, shall withdraw publication of notice of the mark; and

iii) Unless and until CIRA has discharged its obligations to UBC pursuant to Article 8 of the agreement attached hereto as Schedule "B", CANADA shall ensure that the outstanding obligations of CIRA to UBC as set forth in said agreement is assumed by such party as CANADA may designate to manage, operate and control, or cause to be managed, operated and controlled, the .ca domain space.

7. Any notice or request required or permitted to be given or made pursuant to this Agreement shall be given or made in writing by letter, facsimile or e-mail,

if to UBC addressed as follows:

The University of British Columbia  
6328 Memorial Road  
Vancouver, British Columbia V6T 1Z2  
Attention: Ted Dodds  
Associate Vice President, Information Technology  
Facsimile: (604) 822-5116  
E-mail: [Ted.Dodds@ubc.ca](mailto:Ted.Dodds@ubc.ca)

Land if to CIRA addressed as follows:

Canadian Internet Registration Authority  
c/o CANARIE Inc.  
4th Floor  
110 O'Connor Street  
Ottawa, Ontario K1P 1H1  
Attention: Chair of the Board  
Telephone: (613) 943-5454  
Facsimile: (613) 943-5443  
E-mail: [COB@cira.ca](mailto:COB@cira.ca)

and if to CANADA addressed as follows:

Assistant Deputy Minister  
Spectrum Information Technologies and Telecommunications Industry Canada 300 Slater Street  
20th Floor Ottawa, Ontario Attention: Michael Binder Facsimile: (613) 952-1203 E-mail: [binder-michael@ic.gc.ca](mailto:binder-michael@ic.gc.ca)

Any such notice or request if sent by mail shall be deemed to have been given or made on the actual date of receipt, and if sent by facsimile or e-mail shall be deemed to have been given or made on the date of the facsimile or e-mail transmission. Any party may change the address for notice or request by notice to each of the other parties hereto.

8.If a dispute arises concerning this Agreement, the parties shall attempt to resolve the matter as follows:

1)first, by negotiation;

2)second, by mediation by a mutually acceptable mediator;

3)if the dispute cannot be resolved otherwise or if the parties are unable to agree on a mediator or an appointed mediator is unable to get the parties to agree to a resolution, the dispute shall be finally settled by binding arbitration in Ottawa in accordance with the Arbitration Act, S.O. 1991, c. 17, as may be amended from time to time (if the dispute is between UBC and CIRA only) or the Commercial Arbitration Act, R.S.C. 1985, c. 17, as may be amended from time to time (if the dispute involves CANADA) and judgment on the award rendered by the arbitrator or arbitrators may be entered in any court having jurisdiction to do so.

9.It is a term of this Agreement that no person who is not in compliance with the provisions of the Conflict of Interest and Post-Employment Code for Public Office Holders or the Conflict of Interest and Post-Employment Code for the Public Service, shall derive any benefit from this Agreement.

10.This Agreement operates for the benefit of the parties and is binding on their respective successors and permitted assigns.

11.Nothing in this Agreement shall constitute the parties the agent of any other party nor shall confer any authority to act for and in the name of any of the other parties.

12.This Agreement may not be assigned by any of the parties without the consent of the other parties.

13.This Agreement shall be construed in accordance with the laws of the Province of Ontario and the laws of Canada applicable therein.

IN WITNESS WHEREOF the parties hereto have signed this Agreement effective the date first set forth above.

**UNIVERSITY OF BRITISH COLUMBIA**

**CANADIAN INTERNET REGISTRATION AUTHORITY HER MAJESTY THE QUEEN IN RIGHT OF  
CANADA**