



DotAsia Policies Document			
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Executive Summary			

This document describes the Charter Eligibility Requirement for registering .ASIA domain names. Every .ASIA domain must have at least one Domain Contact that is a legal entity in the DotAsia Community. The Registrant Contact must warrant and represent that Domain Contact to make the Charter Eligibility Declaration (CED), who shall thence be referred to as the “CED Contact”.

The CED Contact, along with the Registrant Contact, is jointly responsible for the domain name. In the event of a domain name dispute both the CED Contact and the Registrant Contact can be named as the responding party, the CED Contact however is responsible only for acknowledging the dispute proceedings and to refer the case to the Registrant Contact. The Registrant Contact shall remain solely regarded as the Registered Domain Holder for all general purposes including all operations and liabilities regarding the use of the domain.

Information about the entity making the Charter Eligibility Declaration can be updated by the contact itself as required. Registrant Contacts may also appoint a different entity to replace the CED Contact on file provided that the newly appointed CED Contact fulfils the Charter Eligibility Requirement, and is listed as one of the Domain Contacts for the domain.

Changes to CED Contact information (in fact all information relating to a domain) and replacement of CED Contacts are, however, not permitted when proceedings have been commenced under the Charter Eligibility Dispute Resolution Policy (CEDRP).

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Discussion

1 Introduction

The .ASIA Registry is a Sponsored TLD registry. This Charter Eligibility Requirement sets out the eligibility requirement for holders of .ASIA domain names and the declaration required from an applicant for a .ASIA domain.

1.1 Definitions

.ASIA Registry	The ".ASIA Registry" is the TLD Registry Sponsored and operated by DotAsia Organisation Ltd. ("DotAsia"). DotAsia is a not-for-profit, limited-by-guarantee corporation incorporated in Hong Kong.
Applicant	The Applicant of a domain name is the collective of entities implicated by the associated contacts of a domain registration application. More specifically, this includes the Registrant Contact and the contact used in making the declaration that an application meets the Charter Eligibility Requirement.
Charter Eligibility Declaration Contact	A Charter Eligibility Declaration (CED) Contact is a contact that is designated to make the declaration that it meets the Charter Eligibility for registering a .ASIA domain name. Such declaration is made by warrant and representation of the Registrant.
Domain Contact	A Contact associated with a domain registration. Four types of Domain Contacts are accepted: Registrant Contact, Administrative Contact, Technical Contact and Billing Contact.
Go Live	Go Live refers to the stage after the completion of the Startup process, which includes Sunrise and Landrush, of the .ASIA Registry. Upon Go Live, domain registrations are processed and accepted automatically and on a first-come-first-served basis.
Landrush	Landrush refers to the initial phase of broad availability of the .ASIA domain for any entity meeting the charter eligibility requirements to register domains. This phase is the last phase in the startup process prior to the Go Live phase when normal operations based on live first-come-first-serve processing of the .ASIA registry commences.
Operating Contact	In a registered domain, the party that maintains the right to use, manage, transfer that domain.
Registered Domain Holder	For purposes of the Charter Eligibility Declaration, the Registered Domain Holder of a domain name is the collective of the Registrant Contact and the contact used in making the declaration that an application meets the Charter Eligibility Requirement (CED Contact). For all other general purposes, the Registered Domain Holder is considered to be the Registrant Contact.

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Sponsored TLD	Sponsored TLD is a Sponsored Generic Top Level Domain as described and defined by ICANN: A sponsored TLD is a specialized TLD that has a sponsor representing a specific community that is served by the TLD. The sponsor thus carries out delegated policy-formulation responsibilities over many matters concerning the TLD.
Sunrise	Sunrise refers to the startup process described in the .ASIA Sunrise Policies document (http://sunrise.policies.registry.asia).

1.2 Scope and Documentation

This document describes the Charter Eligibility Requirement for the registration of .ASIA domain names. During the Sunrise period of the .ASIA Registry, additional eligibility requirements must be met by applicants for different phases of the Sunrise. Charter Eligibility Dispute Resolution Policies follow the ICANN Domain Name Dispute Resolution Policies described and posted at <http://www.icann.org/udrp/cedrp-policy.html>.

Section 2 provides the background for which the Charter Eligibility Requirement is set against, while Section 3 describes the specifics of the requirement.

2 Sponsored TLD Charter

As specified in Appendix S of the Registry Operator Agreement with ICANN:

The DotAsia registry will serve the Pan-Asia and Asia Pacific community. The DotAsia Organisation will adopt the boundaries defined by ICANN (<http://www.icann.org/montreal/geo-regions-topic.htm>) for the Asia / Australia / Pacific (AP) region as a basis for its scope of eligibility. This provides for a clear definition of eligibility based on the geographic locations represented within the region.

2.1 Description of Sponsored TLD Community

As defined in Appendix S of the Registry Operator Agreement with ICANN, the DotAsia Community will be defined as all self-identified participants that have a stake in the Charter of the TLD. Furthermore, the Registry Operator anticipates the following to be the major beneficiaries and stakeholders in the community for the .ASIA Registry:

- a. Legal entities within the Sponsor Community, including natural person, proprietorship, partnership or corporations;
- b. Governments, public sector entities and statutory bodies within the Sponsor Community;
- c. Entities that have established, seeking or have nexus relationship and presence within the Sponsor Community

Registry Operator may modify and/or expand the description of the TLD Community, consistent with the ICANN Agreement and the scope for eligibility for inclusion within the TLD Community as set forth in Part 1, Sponsored TLD Charter (of the ICANN Agreement), to reflect the evolution of the Pan Asia and Asia Pacific region.

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3 Charter Eligibility Requirement

In order to be eligible for a .ASIA domain, at least one of the Domain Contacts associated with the Domain Name must be a legal entity in the DotAsia Community.

As mentioned above, the DotAsia Community is defined based on the geographical boundaries described by the ICANN Asia / Australia / Pacific region (<http://www.icann.org/montreal/geo-regions-topic.htm>). An extract of the list containing the localities for the Asia / Australia / Pacific Region is included in Appendix A as a reference.

3.1 Charter Eligibility Declaration

Every domain registration application must include at least one Domain Contact that is a legal entity in the DotAsia Community. The Registrant Contact shall warrant and represent that Domain Contact to make the Charter Eligibility Declaration (CED), who shall thence be referred to as the “CED Contact”. The CED Contact, along with the Registrant Contact, is jointly responsible for the domain name. In the event of a domain name dispute both the CED Contact and the Registrant Contact can be named as the responding party.

For those entities that do not have a separate legal personality, such as a partnership in some economies, a natural person (e.g. a partner) may be used as one of the Domain Contacts and named as the CED Contact.

The designated CED Contact must provide additional information to make the declaration to the effect that it is a legal entity within the DotAsia Community. The required information includes:

1. Locality of establishment of the Entity (based on the corresponding ISO3166 code)
2. Type of Entity
 - a. Corporations or Companies
 - b. Cooperatives
 - c. Partnerships or Collectives
 - d. Government Bodies, States, Sovereigns or Municipalities
 - e. Political parties or Trade Unions
 - f. Trusts, Estates, Associations or Societies
 - g. Institutions
 - h. Natural Persons
 - i. Other
3. Form of Identification
 - a. Certificate of Incorporation or equivalent business registration certificate issued by the relevant government registry as confirmation of the due incorporation and valid existence of the company
 - b. Act, decree or legislation chartering the formation of an entity
 - c. Societies Registry or equivalent registry for non-corporate entities
 - d. Political Parties Registry
 - e. Passport or Citizenship ID
 - f. Other
4. Identification Number / Code of Reference (e.g. Passport number, Business Certificate number, Act or Legislation number/code, etc.)

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If 2(i) and/or 3(f) is declared, the appropriate information for the Type of Legal Entity and Form of Identification to support the claim must be provided.

The .ASIA Registry will monitor the compliance of Charter Eligibility Declarations by sampling methodologies, and may cancel any registration that is non-conformant.

Registered Domain Holders may be requested to fulfil any information that is missing or non-conforming. Registered Domain Holders may also be requested to submit further documentary evidence to substantiate their Charter Eligibility Declaration. Any request for information or documentary evidence must be submitted within the time period specified by the .ASIA Registry, which shall be no less than 7 calendar days. Submission of documentary evidence will be primarily by electronic format. Other formats, such as a certified copy of an original may be requested. If a Registered Domain Holder fails to deliver the documentary evidence within the time period stipulated in the request, the domain registration shall be considered to have been defaulted. Upon which, the .ASIA Registry may cancel the domain registration.

Information submitted for the CED Contact, except for identification numbers of natural persons (e.g. passport number), will be included in publicly accessible WHOIS databases to allow for public inspection of the eligibility of a Registered Domain Holder. Registered Domain Holders who are found to have provided false or misleading information could have their domain registration cancelled.

4 Applicant and Registered Domain Holder

The Registrant Contact shall also be solely regarded as the Registered Domain Holder for all general purposes except for the fulfilment of these Charter Eligibility Requirement Policies.

Under these Charter Eligibility Requirement Policies, the Applicant or the Registered Domain Holder for a .ASIA domain is considered to be the collective of the Registrant Contact and the CED Contact associated with the domain. In the case where the Registrant Contact is the CED Contact, then the Registrant Contact itself will be responsible for the application. In the case where the Registrant Contact and the CED Contact are different entities, both entities are jointly responsible for the application.

The Registrant Contact will remain the Operating Contact, for example, for domain transfer (including registrant transfer and registrar transfer), domain updates, as well as the replacement of contacts, including the CED Contact.

Upon the submission of a domain registration application, the Registrant Contact (who is submitting the application) must accept, represent and warrant that it has made known to the CED Contact, and the CED Contact has agreed, that the Registrant Contact and the CED Contact will jointly be responsible for the Registered Name in relation to domain disputes and other related disputes. More specifically, the CED Contact is expected to respond and acknowledge dispute proceedings and to refer the case to the Registrant Contact. The CED Contact further agrees that the Registrant Contact shall nevertheless remain the operating contact for all operations and liabilities regarding the use of the domain, including but not limited to domain transfer and updates, or in other words be solely regarded as the Registered Domain Holder for all general purposes.

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5 Amendment and Replacement of a CED Contact

After the completion of the Sunrise process, the CED Contact may amend its Charter Eligibility Declaration at anytime. An Operating Contact (i.e. the Registrant Contact) may replace the CED Contact on file provided that the new CED Contact fulfils the Charter Eligibility Requirement.

Changes to CED Contact information (in fact all information relating to a domain) and replacement of CED Contacts are, however, not permitted when proceedings have be commenced under the Charter Eligibility Dispute Resolution Policy (CEDRP).

6 Submission and Maintenance of CED Information

CED information must be submitted via a .ASIA Accredited Registrar. The Registrar may utilize an EPP interface or the web admin interface (which itself is an EPP client provided by the registry) for submitting applications. CED information <asia:cedData> for each domain must be submitted or updated via EPP, utilizing extensions published by the .ASIA Registry.

Technical specifications of the EPP extensions will be provided to .ASIA Registrars and published separately.

CED information is associated with a Contact Object, while a CED Contact is associated with a Domain Object. Replacement of a CED Contact is managed via an update to a Domain Object, while the update of CED information is managed via an update to a Contact Object. The following fields are available for the purpose of fulfilling the Charter Eligibility Declarations:

1. **Locality of establishment** <asia:ccLocality>
 - OPTIONAL detail of locality: State/Province <asia:localitySp>
 - OPTIONAL detail of locality: City <asia:localityCity>
2. **Type of Entity** <asia:legalEntityType>
 - Other Entity Type <asia:otherLEType> (REQUIRED if 2. is "other", otherwise this field is OPTIONAL)
3. **Form of Identity** <asia:identForm>
 - Other Form <asia:otherIdentForm> (REQUIRED if 3. is "other", otherwise this field is OPTIONAL)
4. **Identification Number** <asia:identNumber>

For 2. and/or 3. Above, if "other" is declared, the appropriate information for the Type of Legal Entity and Form of Identification to support the claim must be provided in 2a. and/or 3a. respectively.

During Sunrise, all fields of the Charter Eligibility Declarations for applications will be required for the submission of an application. Thereupon, Charter Eligibility Declarations must still be made for all domain registration applications, however, 4. Identification Number / Code of Reference may be omitted to facilitate the initial submission of an application, and supplied subsequently via a Contact Object update.

The CED Contact associated with a domain application submission must already have CED information associated with the Contact Object. CED information may be submitted upon the creation of the Contact Object or via updates to the Contact Object.

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7 Miscellaneous Provisions

7.1 Modifications, Guidelines and Enforceability

The .ASIA Registry may issue interpretive guidelines on its website regarding the terms of these Charter Eligibility Requirement Policies. The .ASIA Registry may modify these Charter Eligibility Requirement Policies from time to time, and modifications will take effect at the time they are announced on the Registry's website, with or without prior notice to registrars or registrants.

If any part of these Charter Eligibility Requirement Policies is declared invalid or unenforceable for any reason, the remainder of these policies shall remain valid and enforceable as if the invalid or unenforceable part were not included herein.

There shall be substituted for any invalid or unenforceable provision a suitable provision that, as far as is legally possible, comes nearest to the sense and purpose of these Charter Eligibility Requirement Policies, taking into account all other applicable rules and policies.

7.2 Limitation of Liability and Decisions by Registry

To the extent allowed under mandatory law, the Registry shall only be liable where the Registry's gross negligence or wilful misconduct is proven. In no event shall the Registry be held liable for any indirect, consequential or incidental damages or loss of profits, whether contractual, based on tort (including negligence) or otherwise arising, resulting from or related to registration or use of a Domain Name or to the use of its software or web site, even if it has been advised of the possibility of such loss or damages, including but not limited to decisions taken by the Registry to register or not to register, or to cancel or not to cancel, a Domain Name on the basis of the conformance with this Charter Eligibility Requirement policy.

To the extent allowed under mandatory law, the Registry's liability for damages shall in any case be limited to an amount equal to the application fee paid to the Registry (that is, the fees collected from the Sponsoring Registrar by the .ASIA Registry for the submission of the corresponding application, not including any other fees paid by the Registrant for the acquisition of the domain, such as fees paid to the Sponsoring Registrar or auction fees) in the context of submitting the Application. The Applicant agrees and accepts that no greater or other damages may be claimed from the Registry (such as, but not limited to, any fees payable or paid by the Applicant in the context of any proceedings initiated against a decision by the Registry to register or not to register a Domain Name). The Registered Domain Holder further agrees to submit to the CEDRP where appropriate, and to binding arbitration for disputes arising from these Charter Eligibility Requirement Policies.

The Registered Domain Holder shall hold the Registry harmless from claims filed or disputes initiated by third parties, and shall indemnify and compensate the Registry for any costs or expenses incurred or damages for which it may be held liable as a result of third parties taking action against it on the grounds that the registration or use of the Domain Name by the Registered Domain Holder infringes the rights of a third party.

For the purposes of this Section, the term "Registry" or ".ASIA Registry" also refers to the members of the DotAsia Organisation, its subcontractors, including Verification Agent(s) or agents used for the checking of the conformance of Charter Eligibility Declarations, and each of their respective directors, agents and employees.

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The obligations of Sponsoring Registrars are laid out in the Registry-Registrar Agreement. Such obligations include the conformance with these Charter Eligibility Requirement Policies.

Appendices / Exhibits

Appendix A: ICANN Asia / Australia / Pacific (AP) Region

ccTLD	Economy / cc-Locality	Physical Region	ICANN Region
ae	United Arab Emirates	AP	AP
af	Afghanistan	AP	AP
am	Armenia	AP	AP
aq	Antarctica	AQ*	AP
au	Australia	AP	AP
az	Azerbaijan	AP	AP
bd	Bangladesh	AP	AP
bh	Bahrain	AP	AP
bn	Brunei Darussalam	AP	AP
bt	Bhutan	AP	AP
cc	Cocos (Keeling) Islands	AP*	AP
ck	Cook Islands	AP	AP
cn	China	AP	AP
cx	Christmas Island	AP*	AP
cy	Cyprus	AP	AP
fj	Fiji	AP	AP
fm	Micronesia, Federated States of	AP	AP
ge	Georgia	AP	AP
hk	Hong Kong	AP	AP
hm	Heard Island and McDonald Islands	AP*	AP
id	Indonesia	AP	AP
il	Israel	AP	AP
in	India	AP	AP
iq	Iraq	AP	AP
ir	Iran, Islamic Republic of	AP	AP
jo	Jordan	AP	AP
jp	Japan	AP	AP
kg	Kyrgyzstan	AP	AP
kh	Cambodia	AP	AP
ki	Kiribati	AP	AP
kp	Korea, Democratic People's Republic of	AP	AP
kr	Korea, Republic of	AP	AP
kw	Kuwait	AP	AP

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ccTLD	Economy / cc-Locality	Physical Region	ICANN Region
kz	Kazakhstan	AP	AP
la	Lao People's Democratic Republic	AP	AP
lb	Lebanon	AP	AP
lk	Sri Lanka	AP	AP
mh	Marshall Islands	AP	AP
mm	Myanmar	AP	AP
mn	Mongolia	AP	AP
mo	Macao	AP	AP
mv	Maldives	AP	AP
my	Malaysia	AP	AP
nf	Norfolk Island	AP	AP
np	Nepal	AP	AP
nr	Nauru	AP	AP
nu	Niue	AP	AP
nz	New Zealand	AP	AP
om	Oman	AP	AP
pg	Papua New Guinea	AP	AP
ph	Philippines	AP	AP
pk	Pakistan	AP	AP
ps	Palestinian Territories	AP	AP
pw	Palau	AP	AP
qa	Qatar	AP	AP
sa	Saudi Arabia	AP	AP
sb	Solomon Islands	AP	AP
sg	Singapore	AP	AP
sy	Syrian Arab Republic	AP	AP
th	Thailand	AP	AP
tj	Tajikistan	AP	AP
tk	Tokelau	AP	AP
tl	Timor-Leste	AP	AP
tm	Turkmenistan	AP	AP
to	Tonga	AP	AP
tr	Turkey	AP	AP
tv	Tuvalu	AP	AP
tw	Taiwan	AP*	AP
uz	Uzbekistan	AP	AP
vn	Viet Nam	AP	AP
vu	Vanuatu	AP	AP
ws	Samoa	AP	AP
ye	Yemen	AP	AP

* See: <http://www.icann.org/montreal/geo-regions-topic.htm> for more detailed discussions.

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