



26 October 2011

Mathieu WEILL, CEO
AFNIC

Dear Mr. Weill,

This letter sets out ICANN's 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. ICANN's mission is to coordinate, at the overall level, the global Internet's systems of unique identifiers, and to ensure the stable and secure operation of the Internet's unique identifier systems.

To this end we make the following commitments to you.

We shall use our best endeavors to:

- a) maintain a stable, secure, and authoritative publicly available database of relevant information about .FR, 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 .FR, contact information for .FR, the designated administrative contact(s), and the designated technical contact(s) as notified to ICANN;
- b) implement on notification by AFNIC, subject to the security, trust and authentication procedures in place, a change to the domain name or IP address(es) of the name servers for .FR as recorded in the Authoritative-Root Data for .FR in the Authoritative-Root Database according to ICANN's publicly available policies and procedures. 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 .FR which shall include at least the names of AFNIC as the Sponsoring Organization, 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 .FR to the name servers recorded in the Authoritative Root Database and to inform the named administrative contact(s) and technical

Los Angeles	4676 Admiralty Way, Suite 330	Marina del Rey, CA 90292	USA	T +1 310 823 9358	F +1 310 823 8649
Washington, DC	1101 New York Avenue, NW, Suite 930	Washington, DC 20005	USA	T +1 202 570 7240	F +1 202 789 0104
Brussels	6 Rond Point Schuman, Bt. 5	B-1040 Brussels	BELGIUM	T +32 2 234 7870	F +32 2 234 7848
Sydney	Level 2, 48 Hunter Street	Sydney NSW 2000	AUSTRALIA	T +61 2 8236 7900	F +61 2 8236 7913

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contact(s) of the published changes to the name servers for .FR.

e) maintain authoritative records and an audit trail regarding changes to .FR delegations and records related to those delegations and shall inform AFNIC of the status of a requested change related to .FR in accordance with the policies, procedures and format as made publicly available by us; and

f) notify AFNIC of any changes to our contact information no later than seven days after the change becomes effective.

ICANN acknowledges that most policy issues to be addressed in the operation of .FR are of a local nature, to be addressed locally in accordance with national law, unless they are issues which impact the security, stability or interoperability of the DNS at a global level, or for there is a global impact and require resolution through an international framework.

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.

This letter is made in French and English languages, and both language versions have equal force. Notices, designations, determinations, and specifications made under this letter shall be in the English language.

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

Yours sincerely

A handwritten signature in black ink, appearing to read "Rod A. Beckstrom", followed by a long horizontal line extending to the right.

Rod A. Beckstrom
President and Chief Executive Officer
Internet Corporation for Assigned Names and Numbers



St Quentin en Yvelines,
October 26th, 2011

Rod A. Beckstrom
Internet Corporation for Assigned Names and Numbers
(ICANN)
Suite 330, 4676 Admiralty Way
Marina Del Rey, California 90292 USA

Dear Rod Beckstrom,

The Association Française pour le Nommage Internet en Coopération (AFNIC) is the manager of the country code top level domain *.fr* since its incorporation in 1997. According to the legal and regulatory framework in France, AFNIC was appointed on February 19th, 2010¹ as registry for the *.fr* TLD by the French Ministry in charge of electronic communications for a duration of 7 (seven) years.

AFNIC's responsibilities are described by the French legal framework, the contract² between AFNIC and the French Government and AFNIC 's bylaws³. According to this framework, AFNIC ensures security and stability of the *.fr* TLD. It sets up and runs a policy decision process for the *.fr* TLD in accordance with French laws, and through consultations with the local internet community.

This letter sets out AFNIC's 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 DNS for our mutual benefit and for the benefit of the local and global internet community.

To this end we make the following commitments to you.

We shall use our best endeavours to:

- a) generate regular updates of the *.fr* zone data in compliance with relevant standards as set out in paragraph (b) and subject to and within the limits of relevant national law and national public policy;
- b) operate and maintain the authoritative name servers for *.fr* in a stable and secure manner, operate and ensure maintenance of the system enabling users to register domain names under the *.fr* TLD, in compliance with relevant standards as set out below, and subject to and within the limits of relevant national law and national public policy. Applicable relevant standards are standards track or best current practices RFCs sponsored by the IETF; and

¹<http://www.legifrance.gouv.fr/affichTexte.do;jsessionid=?cidTexte=JORFTEXT000021889423&dateTexte=&ldAction=rechJO&categorieLien=id>

²http://www.telecom.gouv.fr/fonds_documentaire/conventions/ConventionEtat-AFNIC.pdf

³<http://www.afnic.fr/data/divers/public/afnic-statuts-2008-06-19.pdf>

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

1. any change of the contact information of AFNIC's administrative or technical contact(s) and
2. any change to the administrative and/or technical contact details about *.fr* in the authoritative root database as soon as possible after the change becomes effective. The administrative contact for *.fr* must be directly associated with AFNIC and must reside in the territory of France during the entire period he or she is designated as such.

AFNIC believes it is important that the IANA function continues to be performed in an open, transparent manner and supports ICANN's continued provision of a secure, efficient, swift and reliable system.

AFNIC is committed to operate the *.fr* ccTLD in accordance with the principles and guidelines of the GAC for delegation and administration of ccTLDs.

AFNIC acknowledges that ICANN provides various services to ccTLD managers, which among others include the IANA function and ccNSO support.

AFNIC will contribute to ICANN's cost of operations on a purely voluntary basis in the amount of equivalent to 45 000 US\$ per annum, payable in Euros. We agree to review in good faith our voluntary contribution to you set out above with a view to agreeing to continued contributions to your cost of operations. The good faith review of the voluntary contribution will occur annually, and will conclude by 31 March of each year. We understand that this review will take into account all relevant circumstances.

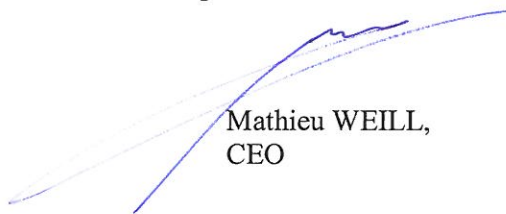
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We agree that no breach of a commitment contained in this letter or performance or non performance under this letter shall give rise to any monetary liability by either one of us or the other.

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

Yours sincerely,



Mathieu WEILL,
CEO