



THE ASIAN DOMAIN NAME DISPUTE RESOLUTION CENTRE  
SUPPLEMENTAL RULES TO THE INTERNET CORPORATION FOR ASSIGNED NAMES AND  
NUMBERS (ICANN) TRADEMARK POST-DELEGATION DISPUTE RESOLUTION PROCEDURE  
AND PDDRP RULES (TRADEMARK PDDRP)

THE SUPPLEMENTAL RULES  
(IN EFFECT AS OF 10 MARCH 2014)

**Article 1. Definitions**

1. "*The Procedure*" means the Trademark Post-Delegation Dispute Resolution Procedure (PDDRP).
2. "*The PDDRP Rules*" means the Rules that are in effect for all PDDRP proceedings adopted by ICANN.
3. "*The Supplemental Rules*" means these Rules which are supplemental to the Procedure and to the PDDRP Rules and are adopted by the Asian Domain Name Dispute Resolution Centre (the "ADNDRC") to assess Complaints regarding trademark post-delegation dispute and administer proceedings in conformity with the Procedure and where required supplement them.
4. "*The Centre*" means the ADNDRC jointly established by the China International Economic and Trade Arbitration Commission (the "CIETAC") and the Hong Kong International Arbitration Centre (the "HKIAC") on 28 February 2002 with its Beijing Office managed and operated by the CIETAC, its Hong Kong Office managed and operated by the HKIAC, its Seoul Office managed and operated by Korean Internet Address Dispute Resolution Committee (the "KIDRC") and its Kuala Lumpur Office managed and operated by Kuala Lumpur Regional Centre for Arbitration (the "KLRCA").
5. "*Relevant Office of the Centre*" means the Beijing Office of the Centre, the Hong Kong Office of the Centre, the Seoul Office of the Centre or the Kuala Lumpur Office of the Centre as the case may be, or as the context may require.
6. "*Business Day*" means the working day as defined in the place where the Relevant Office of the Centre is located.

7. “*Calendar Day*” means that all days, including weekends and international and national holidays, shall be counted in determining deadlines and due dates.
8. Any terms defined in the Procedure and the PDDRP Rules shall have the same meaning in the Supplemental Rules.

## **Article 2. Scope**

1. The Supplemental Rules are to be read and used in connection with the Procedure and the PDDRP Rules.
2. To the extent that the Supplemental Rules conflict with the PDDRP Rules, the PDDRP Rules supersede.
3. The Centre shall use the Procedure, the PDDRP Rules, and the Supplemental Rules in connection with any Complaint submitted to it.

## **Article 3. Communications**

1. Any submission that may or is required to be made to the Centre pursuant to the Procedure, the PDDRP Rules, and the Supplemental Rules must be made electronically via the Internet. For any electronic submissions and communications to the Relevant Office of the Centre, the following addresses shall be used:  
  
if to the Beijing Office: [cietac@adndrc.org](mailto:cietac@adndrc.org);  
if to the Hong Kong Office: [hkiac@adndrc.org](mailto:hkiac@adndrc.org);  
if to the Seoul Office: [kidrc@adndrc.org](mailto:kidrc@adndrc.org); and  
if to the Kuala Lumpur Office: [klrca@adndrc.org](mailto:klrca@adndrc.org).
2. Any communications to the Expert Panel by either Party shall be made through the Relevant Office of the Centre which the Complainant has selected to administer the proceedings.

## **Article 4. Complaint**

1. The Complainant shall have the right to select the Beijing Office, the Hong Kong Office, the Seoul Office or the Kuala Lumpur Office to administer the administrative proceeding initiated by submitting a Complaint. Such choice shall be made by the Complainant at the time the Complainant files a Complaint and such choice shall be final and binding on the Complainant and the Respondent.

2. The Complaint shall be accompanied by a payment of the filing fee, as set forth in Article 21 of the Supplemental Rules.
3. The Complainant shall file its Complaint with the Relevant Office of the Centre selected to administer the proceedings using the electronic complaint form (Form C\_TM-PDDRP).

#### **Article 5. Administrative Review of the Complaint**

1. The Relevant Office of the Centre shall, within five (5) Business Days of acknowledging receipt of the Complaint, conduct an administrative review of the Complaint for compliance with the Procedure, the PDDRP Rules, and the Supplemental Rules.
2. If deemed compliant, the Complaint will be deemed filed, and the proceedings will continue to the Threshold Review. The Relevant Office of the Centre shall electronically serve the Complaint on the Registry Operator and serve the Notice of Complaint consistent with the contact information listed in the Registry Agreement.
3. If deemed not compliant, the Relevant Office of the Centre shall electronically notify the Complainant in accordance with Article 8.2 of the Procedure. If the Relevant Office of the Centre does not receive an amended Complaint within the five (5) business days provided, it shall dismiss the Complaint without prejudice to the Complainant's filing of a new Complaint. The filing fee shall not be refunded in these circumstances.

#### **Article 6. Threshold Review of the Complaint**

1. If the Registry Operator elects to submit papers to support its position as to the Complainant's standing at the Threshold Review stage in accordance with Article 9.4 of the Procedure, the Registry Operator must pay the filing fee set forth in Article 21 of the Supplemental Rules within 24 hours of the submission of the papers or it will be disregarded.
2. Any submission from the Parties shall be made electronically to the Relevant Office of the Centre in accordance with Article 3 of the Supplemental Rules.

#### **Article 7. Response**

1. The Registry Operator shall file a Response using the electronic response form (Form R\_TM-PDDRP) with the Relevant Office of the Centre in accordance with the filing

guidelines published on the ADNDRC's website within forty-five (45) Calendar Days after the date of the Threshold Review Panel Determination.

#### **Article 8. Reply**

The Complainant in the event of a Response may file a Reply using the electronic reply form (Form Re\_TM-PDDRP) with the Relevant Office of the Centre in accordance with the filing guidelines published on the ADNDRC's website within ten (10) Calendar Days from the service of the Response addressing why the Complaint is not "without merit".

#### **Article 9. Default**

1. If at the expiration of the forty-five (45) Calendar Days response period, the Registry Operator does not submit a Response, the Complaint proceeds to default.
2. The finding of default might be set aside only upon a showing of good cause within seven (7) days after the appointment of the Expert Panel, otherwise the default case shall proceed to Expert Determination on the merits.

#### **Article 10. Consolidation**

1. The Relevant Office of the Centre shall have the power, at the request of any Party (the "Request for Consolidation") and after consulting with the Parties and the appointed Expert Panelists, to consolidate two or more Complaints pending against a Registry Operator against whom another Complaint is active. The Relevant Office of the Centre in reaching its decision concerning consolidation, may take into account, *inter alia*, the following non-exclusive factors:
  - a. Whether the Complaints concern the same or similar TLD(s);
  - b. Whether the same Complainant files Complaints concerning multiple TLD applications;
  - c. Whether in any Request for Consolidation, or Complaint thereto, the Complainant relies on single or multiple marks;
  - d. Evidence relied on by a Complainant;
  - e. Any other arguments raised in any Request for Consolidation or opposition thereto; and
  - f. Expert Panelist's availability to accept appointment.
2. The Party making the request shall provide copies of the Request for Consolidation to all other Parties and to any appointed Expert Panelists.

3. Where the Relevant Office of the Centre decides to consolidate two or more Complaints, the Complaints shall be consolidated into the Complaint filed first, unless all Parties agree or the Relevant Office of the Centre decides otherwise taking into account the circumstances of the case. The Relevant Office of the Centre shall provide copies of such decision to all Parties and to any appointed Expert Panelists.
4. Where the Relevant Office of the Centre decides to consolidate two or more complaints and the Expert Panel has been constituted, the Parties to such complaints shall be deemed to have waived their right to designate an Expert Panelists, and the Relevant Office of the Centre may revoke the appointment of any Experts already designated or appointed. In these circumstances, the Relevant Office of the Centre shall appoint the Expert Panel in respect of the consolidated proceedings.
5. The Relevant Office of the Centre may adjust its Administrative Fees and the Expert Panel's fees, where appropriate, after a Request for Consolidation has been submitted.

#### **Article 11. Appointment of Expert Panel**

1. The Centre shall maintain and publish a list of Expert Panelists and their qualifications. Any Party may refer to the Centre's Website at <http://www.adndrc.org> for details. For administrative proceedings, the Relevant Office of the Centre shall appoint suitable individuals from the list to form the Threshold Review Panel, Expert Panel, and Appeal Panel, having regard to:
  - a. the nature of the dispute;
  - b. the availability of the Expert Panelists;
  - c. the identity of the Parties;
  - d. the independence and impartiality of the Expert Panelists; and
  - e. relevant legal background.
2. Where no Party requests a three-member Expert Panel, the Relevant Office of the Centre shall appoint a one-member Expert Panel in accordance with Articles 13.1 and 13.2 of the Procedure.
3. If the Complainant requests a three-member Expert Panel, the Complainant shall designate the Expert Panelist in the Complaint, and the Respondent shall designate other Expert Panelist in the Response

4. If the Respondent requests a three-member Expert Panel, the Respondent shall designate the Expert Panelist in the Response. Within seven (7) Calendar Days of the Response, the Complainant shall designate an Expert Panelist.
5. Where either party requests a three-member Expert Panel, if any party fails to designate an Expert Panel member, the Relevant Office of the Centre shall appoint the member. If the two Expert Panel members fail to designate the third Expert Panel member within seven (7) Calendar Days of the appointment of the second Expert Panelist, the Relevant Office of the Centre shall appoint the third Expert Panel member.
6. The fees for a three-member Expert Panel shall be paid in their entirety by the Complainant, except where the election of a three-member Expert Panel was made by the Respondent, in which case the applicable fees shall be shared equally between the Parties.

#### **Article 12. Impartiality and Independence**

1. The Expert Panelists shall be and remain at all times wholly impartial and independent, and shall not act as advocate for any Party during the administrative proceedings.
2. Prior to the appointment of any proposed Expert Panelist, and after the appointment, the Expert Panelist shall declare in writing to the Parties and the relevant Office of the Centre any circumstances which are likely to create an impression of bias or prevent a prompt resolution of the dispute between the Parties. Except by consent of the Parties, no person shall serve as an Expert Panelist in any dispute in which that person has any interest, which, if a Party knew of it, might lead him/her to think that the Expert might be biased.
3. After an Expert Panelist has been appointed but before rendering a determination, the appointed Expert Panelist fails to act or refuses to act, upon request by the Parties or in the discretion of the Relevant Office of the Centre, the Relevant Office of the Centre may appoint a substitute Expert Panelist following the procedures specified in the above Article 11.

#### **Article 13. Discovery/Additional Evidence**

In general, discovery will not be permitted. In exceptional cases, the Expert Panel may require a Party to provide additional evidence on the basis of ad hoc instructions.

#### **Article 14. Expert Panel Determination**

1. An Expert Panel shall render its determination in writing and shall state the reasons upon which the determination is based. The determination shall be dated and signed by the Expert Panel and shall be of a length that the Expert Panel deems appropriate.
2. The Expert Panel shall issue its determination to the Relevant Office of the Centre within forty-five (45) days of its appointment. In exceptional circumstances, the Relevant Office of the Centre may extend the time to no more than sixty (60) Calendar Days after the appointment of the Expert Panel to forward its determination.

#### **Article 15. Correction of Expert Panel Determination**

1. Within seven (7) Calendar Days of receiving the determination, a Party may by written notice to the Relevant Office of the Centre and the other Party request the Expert Panel to correct in the determination any errors in computation, any clerical or typographical errors or any errors of a similar nature. Any such corrections shall be given in writing to the Parties and shall become a part of the determination.
2. The Expert Panel on its own initiative may correct any errors of the type referred to in Article 11(1) above within seven (7) Calendar Days of the date of the determination being rendered.

#### **Article 16. Publication of Expert Panel Determination**

The Relevant Office of the Centre shall timely notify the determination of the Expert Panel to the Parties and ICANN as required by the Procedure and the PDDRP Rules. Unless the Expert Panel determines otherwise, the Relevant Office of the Centre shall publish the full determination on the Centre's website, listing the following elements:

- a. the gTLD that is in dispute and is the subject of a Complaint;
- b. the case number;
- c. the date on which the administrative proceedings began and the date on which the determination was rendered; and
- d. the name of the Expert Panelist(s).

### **Article 17. Appeal**

1. The Appeal and any new admissible evidence shall be filed electronically in accordance with Article 20.2 of the Procedure with the Relevant Office of the Centre where the Expert Panel determination was issued.
2. The Relevant Office of the Centre shall notify the Appellee within two (2) Business Days upon receipt of the Appeal and the relevant fees.

### **Article 18. Appointment of Appeal Panel**

1. The Relevant Office of the Centre shall appoint suitable individuals from the list of panelists to form the three-member Appeal Panel having regard to the factors listed in Article 11 of the Supplemental Rules. No member of the Appeal Panel shall also have been an Expert Panel or Threshold Panel member in the same proceeding.
2. The fees for an Appeal shall be borne in the first instance by the Appellant and shall be paid within five (5) Calendar Days after the filing of the Appeal.

### **Article 19. Appeal Panel Determination**

The Appeal Panel shall issue its determination to the Relevant Office of the Centre within thirty (30) Calendar Days of its appointment. In exceptional circumstances, the Relevant Office of the Centre may grant an extension as required for the Appeal Panel to issue its determination.

### **Article 20. Length of Submissions**

1. Complaints and Responses shall be limited to 5,000 words and 20 pages, excluding attachments. Replies shall be limited to 2,000 words and 5 pages, excluding attachments.
2. Appeals and Responses to Appeal shall be limited to [3,000] words and [10] pages, excluding attachments.
3. The Appeal Panel may choose to extend the words and page limits upon request.

### **Article 21. Fees**

1. The applicable fees for TM-PDDRP Proceedings are specified as follows:

**Filing Fees for the Complainant**

(a) Threshold Review Panel Determination

<b>ADNDRC Administrative Fee</b>	<b>Threshold Review Panel Fee</b>	<b>Total</b>
US\$1,000	US\$2,000	<b><u>US\$3,000</u></b>

(b) Expert Panel Determination

	<b>One-person Expert Panel</b>	<b>Three-member Expert Panel</b>
<b>ADNDRC Administrative Fees</b>	US\$2,000	US\$3,000
<b>Expert Panel Fees</b>	US\$8,000	US\$20,000 (Presiding Expert Panelist: US\$10,000; Co-Expert Panelist: US\$5,000)
<b>Total</b>	<b><u>US\$10,000</u></b>	<b><u>US\$23,000</u></b>

**Filing Fees for the Respondent and Matching fees for the Complainant**

(c) Filing fees for the Respondent to submit papers for Threshold Review Panel Determination

<b>ADNDRC Administrative Fees</b>	<b>Threshold Review Panel Fee</b>	<b>Total Filing Fees for Respondent</b>	<b>Total Matching Fee for Complainant</b>
US\$200	US\$400	<b><u>US\$600</u></b>	<b><u>US\$600*</u></b>
<i>*If the Respondent pays the filing fee under Paragraph 9.3 of the Procedure, the Complainant must pay a matching fee of \$600.</i>			

(d) Filing fees for the Respondent to submit Response for Expert Panel Determination

<b>ADNDRC Administrative Fees</b>	<b>Expert Panel Fee</b>	<b>Total Filing Fees for Respondent</b>	<b>Total Matching Fee for Complainant</b>
US\$500	US\$2,000	<b><u>US\$2,500</u></b>	<b><u>US\$2,500<sup>#</sup></u></b>
<i><sup>#</sup>If the Respondent pays the Response filing fee under Paragraph 5(c) of the Rules, the Complainant must pay a matching fee of \$2,500.</i>			

**Appeal Panel Fees for the Appellant**

(e) Appeal Panel Determination

	<b>Three-member Appeal Panel</b>
<b>ADNDRC Administrative Fees</b>	US\$3,000
<b>Expert Panel Fees</b>	US\$22,000 (Presiding Expert Panel: US\$10,000; Co-Expert Panel: US\$6,000)
<b>Total</b>	<b><u>US\$25,000</u></b>
<b>Filing Fees for New Admissible Evidence</b>	US\$500

2. In accordance with Paragraph 7.4 of the Procedure, the Complaint is required to pay the full amount of the ADNDRC Administrative fees, Threshold Panel Review Panel fees and Expert Panel fees as set forth in 1(a) and (b) within ten (10) Calendar Days after the receipt of the Complaint by the relevant Office of ADNDRC.
3. Fees to be paid to the Relevant Office of the Centre in accordance with the Supplemental Rules shall be paid within one (1) Business Day to:
  - "China International Economic and Trade Arbitration Commission" in the event the administrative proceedings are to be administered by the Centre's Beijing Office, or
  - "Hong Kong International Arbitration Centre" in the event the administrative proceedings are to be administered by the Centre's Hong Kong Office, or
  - "Korean Internet Address Dispute Resolution Committee" in the event the administrative proceedings are to be administered by the Centre's Seoul Office, or
  - "Kuala Lumpur Regional Centre for Arbitration" in the event the administrative proceedings are to be administered by the Centre's Kuala Lumpur Office.
4. The ADNDRC Administrative Fee (US\$1,000) for Threshold Panel Determination set forth under 1 (a) is non-refundable.
5. The Parties shall be responsible for any other expenses reasonably incurred and relating to administrative and support services engaged for the purpose of

Trademark PDDRP proceedings, including but not limited to, the cost of hearing rooms, interpreters and transcription services, if any.

6. In case of consolidation, the Relevant office of the Centre shall determine the applicable fees after consulting with the Parties and any appointed Expert Panel and taking into account the circumstances of the consolidated proceedings.
7. In case of withdrawal, the Relevant office of the Centre shall determine the applicable fees after consulting with the Parties and any appointed Expert Panel taking into account the circumstances of the withdrawn proceedings.
8. Fees do not include attorney fees.
9. All bank charges, transfer fees or any other amounts that may be levied in connection with a payment made to the Relevant Office of the Centre shall be the responsibility of the Party making the payment.
10. All fees to be paid are in US Dollars or in other currency that the Relevant Office of the Centre agrees to accept.

#### **Article 22. Appointment of Case Administrator**

1. When the Complaint is transmitted by the Relevant Office of the Centre to the Respondent, the Relevant Office of the Centre shall notify the Parties of the name and contact details of the Case Administrator responsible for the administration of the proceedings commenced by the Complainant.
2. Communications between the Expert Panel and the Parties shall be coordinated through the Case Administrator.

#### **Article 23. Exclusion of Liability**

1. Except in the case of fraud, dishonesty or deliberate wrongdoing, neither the Relevant Office of the Centre nor the Threshold, Expert, Appeal Panels nor ICANN, its officers and its staff, shall be liable to any Party for any act or omission in connection with administrative proceedings conducted under the Procedure, the PDDRP Rules, and the Supplemental Rules.

#### **Article 24. Miscellaneous**

1. Words importing the singular number only shall include the plural and vice versa.

2. Words importing the masculine gender shall include the feminine gender and vice versa.

#### **Article 25. Amendments**

Subject to the Procedure and the PDDRP Rules, the Centre may amend these Supplemental Rules at its sole discretion from time to time. The amended Supplemental Rules shall come into force after thirty days (30) from their publication.

#### **Article 26. Interpretation**

These Supplemental Rules are subject to the interpretation of the Centre.