**Arab Center for Dispute Resolution Supplementary Rules**

**ARTICLE   1)     Scope**
Applicable governing procedures for the Arab Center for Dispute Resolution shall be the UDRP and the UDRP Rules, as well as the Supplemental Rules to be administered in a consistent and uniform manner. The Center’s Supplemental Rules may be amended in its sole discretion as it deems necessary.

**ARTICLE 2) Definitions:**

“Complainant” A third party submitting a legally grounded complaint to an applicable registrar
“The Center” means Arab Center for Dispute Resolution “ACDR”
“The Provider” means Arab Center for Dispute Resolution
“The Policy” means the Uniform Domain Name Dispute Resolution Policy
“The Supplemental Rules” means the Supplemental Rules as established by the ACDR
“The Proceeding” means the Administrative Proceeding being conducted by ACDR
 “Parties” means Complainant and Respondent
“Days” means all working days between Sunday and Thursday except for days which are public holidays in the country where the Center or either of the parties, as the case may be, are located, and shall be considered in deciding all deadlines. Where a deadline falls on a holiday or a Friday or Saturday, the deadline shall be extended to the following working day.
Definitions as encompassed herein incorporate those as defined in the UDRP and Rules.
The Center reserves the right to amend procedures set herein as required.

**ARTICLE 3) Manner of Communications**

1.    Provider requires 6 copies (including 1 original) of the submission and contact information of the Parties
2.    Provider establishes a 20 page or 5000 word limit, whichever is less.
3.    Any written communication to the Center shall be within the limits provided herein.
4.    A Case Administrator shall be appointed for each Proceeding, acting on behalf of the Center. The Case Administrator shall ensure smooth functioning of all aspects of case matters including communications, and shall be solely in charge of administrative functions.

5.    Each Case Administrator shall establish a case file for all case documents and proceedings as they become available.

6.    Disputing Party shall not engage in unilateral contacts with the Administrative Panel at any time. Communications must be directed to the Case Administrator acting on behalf of the Center.

7.    A Case Administrator appointed by the Center shall appropriately relay all communications by Complainant or Respondent, to/from the Panel to the Provider/Parties of the Administrative Procedure unless otherwise and appropriately agreed to. A Case Administrator appointed by the Center shall appropriately relay all communications from the Provider/Administrative Panel to the Complainant and/or Respondent as required and appropriate.

8.    All written communications to/from Complainant or Respondent shall be via the Internet from/to the Provider/Panel.

9.    Where Panel/Provider/Case Administrator or parties to the Administrative Proceeding initiate communication, the Provider, the Case Administrator and the Parties to the Proceeding involved must always be provided with a written copy of said communication .

10.    Language: Pursuant to the Registration Agreement, the language of the Administrative Proceedings shall be the language of the Registration Agreement, unless otherwise agreed to, subject to the authority of the Panel, giving due consideration to the circumstances of the Proceeding. A translation of a document in a language other than that of Administrative Proceeding may be requested by Administrative Panel.
11.    A Panel may request further statements from Parties as required.

12.    Communications are deemed to be made on the date of the actual transmission accompanied with verifiable records: through the Internet, fax, courier mail. Sending party must retain records of transmission. Time period is calculated beginning at its earliest date of communication.

13.    Records of delivery must be retained, including all delivery methods utilized by Provider.

14.    Either Party may update its contact details by notifying the Provider and the Registrar.

15.    Where there is an instance of non-delivery of a communication, the Provider/Panel must be notified. Follow-up methods of delivery will then be clarified upon communication.

***ARTICLE 4) FEES***

**Fees (U.S. Dollars)
(a) Fees: For a single-member panel**

|  |  |  |  |
| --- | --- | --- | --- |
| **Number of Domain Names** | **Fee for single panel member** |  **Administrative Fee** | **Total** |
|  1-2 |  $1,000.00 |  $500.00 |  $1,500.00 |
|  3-5 |  $1,100.00 |  $600.00 |  $1,700.00 |
|  6-10 |  $1,200.00 |  $900.00 |  $2,100.00 |
|  11-15 |  $1,500.00 |  $1,200.00 |  $2,700.00 |
| 16 or more |                 Please contact the Center |

**b) Fees for a three-member panel**

|  |  |  |  |
| --- | --- | --- | --- |
| **Number of Domain Names** | **Fee for three  member Panel** | **Administrative   Fee**  | **Total**  |
| 1-2 | Presiding panelist: $1000.00  Each co-panelist: $500.00 | $600.00 |  $2,600.00 |
| 3-5 | Presiding panelist: $1,300.00  Each co-panelist:$700.00 | $1,000.00 | $3,700.00 |
| 6-10 | Presiding panelist: $1,400.00  Each co-panelist:$1000.00 | $1,100.00 | $4,500.00 |
| 11-15 | Presiding panelist: $1,500.00  Each co-panelist:$1,200.00 | $1,300.00 | $5,200.00 |
| 16 or more |                        Please contact the Center |

**(c) Forms of payment**
Payment shall be made in one of the following forms:
I. Credit card
II. Certified check, or
III. Bank wire transfers.

All transfer charges or other amounts that may be levied in connection with a
payment made to the Center shall be the responsibility of the Party making the payment.

**(d) Determining Payment of Fees**

The fee calculation is determined with the following in mind:

1.    How many domain name settlements are requested in the complaint

2.    How many panelists (one or three) are requested

3.    The fee consists of an amount to be retained by the Center as an administration fee and an amount to be paid to the panelist(s).

4.    Fees and determined based on necessary and reasonable costs (based on Administrative and panelists expenses).

5.    Upon full payment of the initial fee, the Provider shall take appropriate action on a complaint submission.  A complaint is deemed withdrawn and terminated if there is nonpayment of required and established fees within 10 calendar days of submission of complaint.

6.    **Fee:** The fee in its entirety shall be paid by Complainant. All administrative costs, deemed
necessary and reasonable, shall be determined by the Provider.

7.    **In case a Respondent selects a 3 member Panel:** If a Complainant has elected to have the dispute decided by a single-member Panel and Respondent elects a three-member Panel, Respondent shall be required to pay one-half of the applicable fee for a three-member Panel as set forth in the Provider's Supplemental Rules. This payment shall be made together with the submission of the response to the Provider. In the event that the required payment is not made, the dispute shall be decided by a single-member Panel.

8.    Additional fees may be requested by the Provider upon agreement of the Parties and Panel, in exceptional circumstance, for example in the event of an in-person hearing.

**ARTICLE 5)
 The Administrative Proceeding:**
I)    Administrative Compliance
1.    A complaining Party initiates a Domain Name Dispute Resolution **Mandatory Administrative Proceeding** by submitting, through electronic mail, a Complaint to the Arab Center for Dispute Resolution requesting a Decision in accordance with the UDRP, the UDRP Rules and the Centers’ Supplemental Rules.
2.    The Center shall ensure Administrative Compliance in accordance with the UDRP, the Rules of the UDRP and the Supplemental Rules of the Center.

II) Administrative Compliance:
**1.**    The Center will review the complaint for administrative compliance in accordance with the UDPR and its Rules and the Supplementary Rules of the Center. Administrative compliance shall ensure the accuracy of information provided and that all filing requirements for a complaint are met.

**2.**    Where there are administrative deficiencies, the Center will inform the Complainant and the Respondent of the nature of any formal deficiencies. The Complainant will be notified within five days of deficiency within which the Complaint is to remedy these deficiencies. See Article 4a) and 2a) of the Rules.

**3.**    Where the deficiencies are not addressed within the appropriate time frame, the complaint shall be deemed withdrawn without prejudice to submission of a different complaint by Complainant.

III)    Providing Notification:
1.    Written Notice of the complaint shall be sent to Respondent, in accordance with the form provided on this site, in accordance with UDPR Rules where the filing of the complaint is completed.
2.    **Within three (3) calendar days following receipt of the fees to be paid by the Complainant,**the Respondent shall be provided with an official complaint (along with the explanatory cover sheet.).

IV)    Official Date of Administrative Proceeding

1.    Date of Commencement of the Administrative Proceeding:
The date of commencement of the administrative proceedings shall be the date on which the Center duly sends the complaint to the Respondent in the manner prescribed in article 2(a) of the Supplementary Rules.
2.    Commencement date of Proceeding: Complainant, Respondent, ICANN and Registrar shall be notified of the **Commencement Date of the Administrative Proceeding.** The date shall be determined once Provider has completed its Administrative Compliance and has notified the Parties and the Respondent to the Administrative Proceeding of the exact commencement date.
3.    If no response is received within the appropriate time, the complaint shall be decided as inactive, and dismissed.

**Article 6) Consolidation:**
Upon petition to Administrative Panel, multiple complaints may be consolidated and formed into one Proceeding upon affected parties request with notification to the DRSP.

**Article 7) Complaint Submission**
1.    Electronic Submission: The complaint including any annexes must be sent to the Center electronically in compliance with the Center’s allowed word and page limits, as well as the Center’s file size and format modalities, including all the information explained in UDRP Article 3 of the Rules and 4(a), 4(b) of the Policy.

2.    File Sizes: Limits on each singular file size submitted and format modalities have been established. Each email message submitted with Complaint and Annexes included shall be no more than **10 MB**. Further submissions in connection with Complaint may be attached in separate email messages. The total amount of a Submission in its entirety shall not exceed than 50 MB.

3.    Complaint shall be submitted on Complaint forms as provided by the Center on its website (COMPLAINT, available for download). , Complaint shall establish the required legal grounds, pursuant to Article 3 of the Rules and 4(a), (b), (c) and of the UDRP, for decision in accordance with the Policy, UDRP Rules and the Supplemental Rules of the Center.

4.    The Complainant must submit the complaint along with the complaint transmittal coversheet provided by the Center.

5.    The Center shall ensure submission of complaint to the Respondent and to the Registrar within 3 days of fee payment.

6.      The relevant Party (Complainant or Respondent) must submit the applicable Fee to initiate Proceeding, to be paid within 3 calendar days.

7.    Complainant/Respondent are notified within 5 days of any deficiencies found in complaint, which must be corrected for the complaint to be admissible.
8.     If the deficiencies are cleared by Complainant within 5 days, the Proceeding shall start.

**9.**    The Center deems the commencement of a **Proceeding once it has conducted the Administrative check, clarified all deficiencies, has been paid all applicable fees, and has notified the respondent, ICANN and the registrar pursuant to UDRP
4c).**

**Article 8) Response**

**1**. The Respondent is allowed**20 calendar days** from the commencement of the proceeding notification to respond to the complaint.
2. The response including any annexes must be submitted in electronic form in compliance with the Center’s allowed word and page limits, as well as the Center’s file size and format modalities including all the information explained in articles 5 of the Rules and 4 of the Policy.
3. Copy of the response must be transmitted to the Complainant. If a Respondent does not submit a response within the appropriate time frame, the Panel shall decide the dispute based upon the complaint.

**Article 9) Requesting Extensions**

Pursuant to the Rule 5d:
1.    Respondent may request an extension for filing response upon demonstrating exceptional circumstances.
**2**.    Where parties involved in proceeding have come to an agreement regarding an extension for filing the response, the Center may approve such agreement upon demonstration of an exceptional cause to the Administrative Panel.

**Article 10) Selection of Panelists**

**1**.    Provider shall make available and publish a list of available panelists.
**2**.    Where a single panelist is chosen by the Parties, each Party may choose any three, from which the Provider may choose the panelist within 5 days of submission of a response from the Respondent.
**3**.    Upon completion of panelist appointment, complaint file shall be transmitted to the panelist/s in its entirety.
4.    Single member Panel
Where the Parties chose a single member Administrative Panel, the Center will provide a single Panelist within 5 days of receipt of the response and payment of fees as required.

**5**.    For Selection of a three-member Panel:
•    For a three-member Panel, the Complainant and Respondent shall each provide a list of three candidates to serve  on the Panel . **If the Center is unable to select the panelists from among the proposed candidates within 5 days**, the Center shall make the determination of panelists from its own list, based on reasonable balance.
•    **The Center shall determine the third Panel member by proposing five candidates to the Complainant and Respondent. A third Panelist shall be chosen from Providers’ list of five panelists.**
•    Within **5 days of receipt** of Respondents’ choice of a three-member Panel, Respondent must pay half of total fee required, the Complainant must send the names and contact information of three candidates, one of which shall be appointed by the Center.
•    Provision of notification must be made upon the selection of Panel member(s) once it is completed, through announcement by Center to the involved Parties. Anticipated date of completion of decision is also provided at this point, notwithstanding any extenuating circumstances.

**Article 11) Matters of Procedure for Panel Members**

**Selection Notification**

1.    Upon completion of Panel selection, notification of completion of Panel Selection and Panel Decision date shall be provided by the Center.
2.    Panelist shall be neutral, impartial and free from any conflict of interest at all stages of the Administrative Proceeding. If a conflict of interest shall arise, a Center may take action as appropriate, including Panelist replacement.
3.    Disputing parties shall not engage in unilateral contacts to Administrative Panel at any time. Communications must be directed to the Case Administrator acting on behalf of the Center.
4.    The Center shall transmit entire case file to the Panel once Panel selection is completed.
5.    An appointed Panel may, at its sole discretion, request further statements from the Parties if deemed necessary.
6.    The Panel decision must be of the length prescribed by the Center.

**Article 12) Powers of the Administrative Panel**

1. The Panel shall administer policy and rules in the Administrative Proceeding.
2.     Each disputing Party **shall be treated equally, fairly** and afforded full opportunity to present their case in its entirety.
3.     The Panel **shall ensure an expeditious conclusion** of the Administrative Hearing unless exceptional circumstances arise.
4.    The admissibility, weight, relevance and materiality of evidence shall be determined by the Panel.
5.    A request to consolidate multiple domain name disputes shall be given full consideration by the Panel.

**ARTICLE 13)    Decisions of Panel**

**Governed by ARTICLE 15 of the UDPR rules.**

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1.    The decision of the Panel must be communicated within three days after it is rendered. The final rendered decision concludes the case proceedings.
2.    Decision of the Panel shall be of the length prescribed by the Center.
**3.**    A Panel’s decision shall be based on all relevant laws, principles, documents, evidentiary statements and submissions, UDPR and UDPR Rules, as well as the Supplementary Rules of this Center.
**4.**    The Panel shall**render its decision within fourteen days, absent exceptional circumstances**, of the completion of its appointment. A decision shall be forwarded to the Center and shall include the names of Panelists, the date of the decision, as well as its reasoning.
**5.**    **The Center provides the Decision of the Panel in writing within three  calendar days** to the disputing Parties, the Registrar, and ICANN.
**6.**  **The date of Implementation of the decision is provided by the Registrar** to the disputing Parties, the DRSP, and ICANN.
**7.**    The Center shall provide relevant parties with the date of implementation of the administrative decision.

**Article 14) Grounds for Terminating Administrative Proceeding Prior to Administrative Panel Reaching a Decision:**

 **An Administrative Panel decides on termination of proceedings pursuant to Article 17 based on** a settlement or when continuation of proceeding is either unnecessary or impossible, unless an objection is raised by a disputing Party based on justifiable grounds.

**Article 15) Effect of Court Proceedings** Pursuant to Article 18 allowing a Stay of Proceedings:
In case a legal proceeding is commenced during or after commencement of an Administrative Proceeding, a decision on whether to suspend, terminate, or issue   a decision of Administrative Proceeding is at  the Panel’s discretion.

**Article 16) Default Decisions**

**1.    Non-compliance with timelines:** Where there is non-compliance with timelines, a Default decision is adopted based on all relevant information provided.

**2.    Non-compliance with Rules, or requests of Panel:**
If a Party, in the absence of exceptional circumstances, does not comply with any provision hereof, or any requirement prescribed by these Rules, or any request from the Panel, the Panel shall draw such inferences therefrom as it considers appropriate.

**Article 17) Exclusion of LIABILITY for Administrative Proceedings**

**The Provider, its Agents, its Directors, Representatives, Panelists or its Affiliates whatsoever shall not be liable under the Supplemental Rules for any act or omission, unless there is deliberate wrongdoing of the parties involved.**