

Articles of Association

Articles of Association of "Council of Registrars (CORE) Association"

Last modifications of the AoAs were voted on by electronic means between Tuesday May 30, 2018 and June 7, 2018

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ARTICLE 1. NAME AND SEAT. OFFICES

Under the name - "CORE ASSOCIATION" an association exists that is governed by these articles of association, any regulations promulgated hereunder and by Articles 60-79 of the Swiss Civil Code. The Association has its seat in Geneva (Switzerland); it may have offices in countries outside Switzerland as well.

ARTICLE 2. DEFINITIONS

1. In these Articles of Association (the "Articles"):

"the Act" means the Swiss Civil Code, in particular Articles 60 - 79 thereof;

"Association" means CORE Association;

"Chair" means the chair of the Association as referred to in Article 12;

"Compulsory Contributions" means contributions which must be paid by all Members;

"DNS" means the Domain Name System which is the Internet naming system as defined in RFC 1591;

"Fees" means the fees per SLD registrations paid by Members

"Executive Committee" means the executive committee of the Association as referred to in Articles 11 through 13;

"Generic Top Level Domains" ("gTLDs") means the gTLDs approved as such by ICANN.

"IANA" means the Internet Assigned Numbers Authority;

"Member" means every Registrar or domain-name reseller whose application has been filed and accepted by CORE Executive Committee (Excom) in accordance with the version of the Articles in force at the time

"Permanent Reference Document" ("PRDoc") means a document noted as such by a Plenary Meeting and listed as such by the Permanent Secretariat on the list of Permanent Reference Documents;

"Permanent Secretariat" means the permanent secretariat established pursuant to Article 10 paragraph 2 sub m;

"Plenary Meeting" means the body of the Association formed by the Members as well as the meeting of the Members;

"Registrar" means all Registrars accepted under ICANN terms and listed on <http://icann.org/registrars/accredited-list.html>

"Trade Marks" means all trade marks the Association may own;

"Voluntary Contributions" means contributions which shall be paid only by those Members who agree to such contributions. 2. Expressions referring to writing shall, unless otherwise specified, be construed as including references to printing (fax, telex, photocopy), electronic

mail and any other modes of representing or reproducing words in a visible form. 3. Unless otherwise specified, words or expressions contained in these Articles shall bear the same meaning as in the Act in force at the date at which these Articles become binding on the Association.

ARTICLE 3. OBJECTIVES

1. The Association is non-profit oriented and shall have as its objectives the establishment of a structure in which the Registrars can operate in and the best interests of the current and future users of the the Internet in general and in particular the DNS as a public resource and subject to the public trust.

2. These objectives shall be accomplished via Members' support, participation, consultation and lobbying in the Association.

ARTICLE 4. FUNDS

1. The funds of the Association shall consist of fees contributions (compulsory or voluntary; credited against fees or not) of the Members, grants, gifts and other benefits.

2. The income and property of the Association, whenever derived, shall be applied solely for the promotion of the objectives of the Association as set forth in these Articles of Association and no portion thereof shall be paid or transferred directly or indirectly by way of dividend, bonus or otherwise howsoever by way of profit, to the Members of the Association, provided that nothing herein shall prevent the payment, in good faith, of reasonable and proper remuneration to any officer or servant of the Association, or reimbursement to any Member of the Association of the expenses incurred on the Association's behalf.

ARTICLE 5. MEMBERS

1. Applications for membership shall be submitted to the Permanent Secretariat who, upon verifying their completeness, shall forward such applications to the Executive Committee. The Executive Committee shall, upon receipt of a certificate of acceptance of these Articles and such other documents as it may reasonably require, approve or deny the application. Admission as a Member shall become effective upon the decision by the Executive Committee.

2. Each Member is, upon the effectiveness of its membership, granted a non-exclusive, royalty free license to use the Trade Marks in accordance with the rules and conditions specified in specific regulations on Trade Marks. The regulations on Trade Marks, and any modifications thereto as adopted in accordance with Article 21, are binding upon all Members.

3. Two or more members under the control of another entity shall be considered as a group of entities. Therefore, the group will be considered the member of the association, having one sole vote (regardless of the number of its companies which are members of the association) and being computed as a sole member for quorum purposes. Control on a company is understood as the holding of the majority of the votes of a company.

ARTICLE 6. TERMINATION OF MEMBERSHIP, ITS RIGHTS AND RESPONSIBILITIES

A. General

1. A Member may surrender its membership in the Association at any time and for any reason. Surrender of membership does not exonerate the Member from any liability incurred to the

Association prior to the effective date of the surrender. A Member, upon surrendering its membership, may apply to the Executive Committee for exoneration, in whole or in part, from such obligations.

2. The Association may terminate the membership of a Member, or suspend, for a time the exercise by a Member of some or all of the rights, powers and privileges of membership, but only in conformity with the procedures, and for the reasons, set forth in Sub-article C of this Article.

B. Surrender of Membership

A Member may surrender its membership by transmitting a signed declaration, or an electronic declaration ascertained by the ways commonly observed by the association, to that effect to the Permanent Secretariat. The effective date of termination shall be the date upon which the declaration is received by the Permanent Secretariat, unless some future date is specified in the declaration, in which case such future date shall be the effective date of termination.

C. Termination or Suspension of Membership, its Rights and Responsibilities

1. The membership of a Member may be terminated, or suspended, immediately by the Executive Committee upon: a. The receipt by the Executive Committee or the Permanent Secretariat of a judgment of a court of competent jurisdiction, decreeing that the Member be terminated or suspended; an award from an arbitrator in accordance with article 23 of the CORE articles of association; or b. The failure of the Member to pay any membership dues or other amounts owing to the Association, which failure continues for more than thirty (30) calendar days after notification from the Executive Committee or the Permanent Secretariat of such failure.

2. The membership of a Member may be terminated, or suspended, by a two thirds majority vote of Members at a duly constituted Plenary Meeting, upon one or more of the following grounds: a. The failure of a Member to satisfy the requirements of these Articles, as amended from time to time, any duly adopted Regulations of the Association, or any PRDocs for membership (other than a failure covered under Sub-article C.1.b. above), which continues for more than thirty (30) calendar days after notification from the Executive Committee or the Permanent Secretariat of such Member's out-of-compliance condition; or b. Intentional conduct on the part of a Member and/or any aspect of its business deemed prejudicial to the orderly and stable operation by CORE or any other Member of the Association, except that free and fair open market competition shall not be deemed a violation of this provision. Without limiting the generality of the foregoing, the following conduct shall be cognizable under this paragraph:

- (i) Subverting the operation of the Association's computer, communications, or other systems to produce outcomes contrary to those intended by the express design criteria of such systems;
- (ii) Disparagement of the Association or any Member thereof, except that this provision does not prohibit the making of objectively-verifiable statements of fact nor do these Articles countenance the termination or discipline of a Member for making statements of any kind unless the statement is false and was intended to and actually did cause harm to the Association or a Member thereof.

3. No termination or suspension of a Member pursuant to Sub-article C.2. above shall be effective unless the notice given to Members of the Plenary Meeting at which such termination or suspension is to be considered specifies that the termination or suspension of such Member is a purpose of such meeting, and the Member is given the opportunity to be heard at such Plenary Meeting.

4. The member whose membership is proposed to be terminated or suspended is not allowed to vote the agreement of the Plenary Meeting and therefore he must not be computed as attending member at this Plenary Meeting in order to determine the majority as established in sub-article C.2 above.

D. Grievance Procedure

A Member desiring to contest any involuntary termination or suspension of its membership hereunder may proceed according to the Arbitration provisions of Article 23 of these Articles.

E. Exoneration

Notwithstanding any inconsistent provision of these Articles or any other PRDoc of the Association, a Member, who does not vote in favor of a resolution which in any way increases the financial burdens of membership, may avoid the effect of such resolution, by surrendering its membership within thirty (30) calendar days after

- (a) the approval of the minutes of the meeting at which such burden was increased or
- (b) the adoption of the burdening resolution by written action. To take advantage of this provision, the Member shall state in its surrender notice that it is exercising the privilege of avoiding the increased burden. No Member may make this election unless it is current in the payment of all obligations to the Association, or it tenders payment of its uncontested indebtedness to the Association at or before the time it elects to surrender its membership and avoid any given increased financial burden. The surrender shall take effect at the moment the surrender notice is received at the permanent secretariat.

ARTICLE 7. PLENARY MEETINGS

1. Plenary Meetings of the Association shall be held at the date and the place as decided by EXCOM. In the event the Plenary Meeting has not determined the date and the place when and where the next Plenary Meeting shall be held, its meeting shall be held in Geneva or at any other place and at the date the Chair deems appropriate.

2. Subject to paragraph 1, the Association shall¹ hold a Plenary Meeting as its Annual Meeting, in addition to any other meeting in that year, and shall specify the Annual Meeting as such in the notices calling it.

3. All Plenary Meetings other than Annual Meetings shall be called Extraordinary Plenary Meetings. Extraordinary Meetings may offer the opportunity for the Members to speak and vote by telecommunications means.

4. The Executive Committee may, whenever it thinks fit, convene an Extraordinary Plenary Meeting. An Extraordinary Plenary Meeting shall also be convened on request of not less than one-tenth of Members entitled to attend and to vote at a Plenary Meeting.

5. All Members have the right to attend Plenary Meetings. However, suspended Members are not authorized to attend Plenary Meetings, subject to the provision of Article 6 paragraphs C.3, C.4 and Article 16 paragraph 7. A Member may authorize another Member to represent it at a Plenary Meeting by way of a proxy. Such a proxy shall be produced at the demand of any Member and has to be made

¹ This article was amended in June 2018 by the membership (electronic vote which took place from Wednesday May 30th, 2018, at 23:59 UTC to Wednesday June 7th, 2018, at 23:59 UTC - Votes cast: 12, Yes: 10, No: 0, Abstain: 2. Motion PASSED), which led to the elimination of the following time requirement "within six months after the beginning of each calendar year (unless this period has been extended by the Plenary Meeting)".

in the forms referred to in the regulations on rules and procedures, which include electronic means. The auditor as referred to in Article 15 shall be invited to attend the Annual Meeting whenever the Executive Committee or Members entitled to attend and cast not less than one-tenth of the votes at a Plenary Meeting deem such necessary.

6. Resolutions of the Plenary Meeting may also be adopted by written procedure. [] Written procedure includes the electronic means.

7. All travel, hotel and other expenses incurred by a Member's representative in connection with its attendance at Plenary Meetings or Working Group Meetings, or otherwise in connection with the Association, shall be paid by the relevant Member(s), unless otherwise decided by a Plenary Meeting.

ARTICLE 8. NOTICE OF PLENARY MEETINGS

1. Plenary Meetings shall be called by 20 days' notice in writing (including by electronic means) at the least. The notice shall be exclusive of the day on which it is served or deemed to be served and of the day for which it is given and shall specify the place, the day and the hour of the Plenary Meeting. Notwithstanding the provision of Article 19 paragraph 1 and Article 20 paragraph 1, the notice shall furthermore announce the business to be dealt with, the agenda and, in the case of special business, the general nature of that business. The notice shall be given to the persons as referred to in Article 18.

2. Extraordinary Meetings which offer the opportunity for the Members to participate by telecommunications shall be called by two days notice at the least, by any means, and shall offer the possibility of voting by electronic means.

ARTICLE 9. PROCEEDINGS AT PLENARY MEETINGS. QUORUM

1. Each Member shall be entitled to one vote at Plenary Meetings.

2. No business shall be transacted at any Plenary Meeting unless a quorum of Members or votes is present at the time when the Plenary Meeting proceeds to business. To this end, suspended or terminated members shall not be computed. Save as herein otherwise provided, a Plenary Meeting shall achieve a quorum when at least one third of the total number of Members are present or represented by proxy.

3. Unless otherwise provided by these Articles of Association, all resolutions of the Plenary Meeting shall be adopted by a simple majority of the votes actually cast.

ARTICLE 10. POWERS OF THE PLENARY MEETING

1. All the powers in the Association which have not been entrusted to the Executive Committee or any other body of the Association by the Act or by these Articles of Association shall be vested in the Plenary Meeting.

2. The particular functions of the Plenary Meeting shall be the following:

- a. the appointment, suspension and dismissal of members of the Executive Committee; and
- b. the establishment or abolition of Working Groups, the election of the chairs of Working Groups and the approval of their terms of reference and rules of procedure; and

- c. the establishment or abolition of Regional and Interest Groups, the ratification of the election of the chairs of Regional and Interest Groups, and the approval of their terms of reference and rules of procedure; and
- d. the approval of the budget, including the amount of budgeted Compulsory and Voluntary Contributions, of the accounts and the Executive Committee's annual report; and
- e. the appointment of an auditor; and f. the amendment of the Articles of Association and the dissolution of the Association; and
- g. the approval of the work program of the Association and any necessary modifications to or amendments of the budget; and
- h. the definition of the general policy of the Association; and
- i. the approval of common positions which are to be issued by the Association; and j. the adoption of financial procedures; and []
- k. the decision on an appeal of a Member as referred to in Article 6 paragraphs 6 and 8; and
- l. the expulsion of Members; and m. the establishment of the Permanent Secretariat and the appointment of senior executives of the Association, including the Coordinator as head of the Permanent Secretariat; and
- n. the notation of Permanent Reference Documents, of Restricted Document Procedures and Restricted Special Document Procedures; and
- o. the categorization or re-categorization of documents pursuant to the Articles of Association; and
- p. the determination of the need for co-operation agreements with third parties, if necessary the establishment of a Working Group for the negotiation of such agreements, the entry into such agreements and the designation of rapporteurs; and
- q. the approval of common software standards for the purpose of all communications and the processing and storage of all documents relating to the Association; and
- r. the resolution of disputes within and between Working Groups; and
- s. the adoption and amendment of regulations, which shall not be contrary to the Articles of Association.

3. Resolutions on the matters specified in this Article 10 can only be taken with a majority of not less than 67% of the total votes actually cast. According to Article 6, members who are suspended or terminated cannot attend the Plenary Meetings, except as listeners as provided in article 16 paragraph 7, and they shall not be computed as part of the quorum, neither can they be included in the concept of total votes of the present paragraph.

ARTICLE 11. EXECUTIVE COMMITTEE

1. There shall be an Executive Committee consisting of two natural persons as a minimum, viz. the Chair and the Deputy-Chair, and seven natural persons as a maximum. The members of the Executive Committee shall be appointed by the Plenary Meeting. The number of members of the Executive Committee shall be decided on by the Plenary Meeting.

2. The majority of the members of the Executive Committee at any given time must be officers, directors or employees of a Member. Each such member of the Executive Committee shall be an officer, director or employee of a different Member.

3. The Plenary Meeting may also elect a number of members of the Executive Committee that are not officers, directors or employees of any Member of the Association, provided those individuals have been nominated and endorsed by two Members of the Association.

The following limits shall apply:

- a) up to three (3) external members in an ExCom consisting of 7 (seven) members;
- b) up to two (2) external members in an ExCom consisting of 5 (five) or 6 (six) members;
- c) up to one (1) external member in an ExCom consisting of 3 (three) or 4 (four) members.

In case the number of external members goes above those limits at any time, the external member having received the least votes will be suspended from all functions within the executive summary for a period of three months or until the Plenary Meeting elects new members to restore the balance set above. If the Plenary Meeting fails to do so, the suspended member will cease its membership of the Executive Committee. In case of a tie in the number of votes, the suspension will affect the member who received the second endorsement last.

4. Each member of the Executive Committee, when appointed for a certain time, may be dismissed or suspended by the Plenary Meeting at any time. Any suspension which is not followed by a resolution of dismissal within three months, shall end by the lapse of that term.

5. Each member of the Executive Committee shall retire at the latest three years after its appointment according to a rota of retirement to be drawn up by the Executive Committee. The retiring member shall be eligible for reappointment, subject to the provision of paragraphs 1 and 2 of Article 12; a member who has been appointed in a premature vacancy shall take its predecessor's place on the rota.

6. Membership of the Executive Committee shall furthermore end. a. by termination of the membership in the Association by the Member of which the member of the Executive Committee is an employee; b. by resigning; c. by termination of the employment contract between the member of the Executive Committee and a Member, unless determined otherwise by the Plenary Meeting.

7. All travel, hotel and other expenses incurred by a member of the Executive Committee in connection with attendance at meetings in person of the Executive Committee or on behalf of the executive committee shall be paid by the member, unless otherwise decided by the executive committee.

ARTICLE 12. CHAIR AND DEPUTY-CHAIR

1. The Chair and the Deputy-Chair shall be appointed in their function by the Plenary Meeting for a period of three years and shall be eligible for reappointment.

2. The Deputy-Chair normally succeeds the Chair on the latter's termination of office. The name(s) of the candidate(s) for the function of Deputy-Chair for the following year shall be notified to the Permanent Secretariat within three months of the end of the current Chair's term of office. Within two weeks of the due date of receipt of such notification, the Permanent Secretariat shall notify each Member of the names of the persons put forward.

3. The Chair shall preside over the meetings of the Executive Committee and the Plenary Meetings and is authorized in its capacity as Chair to represent the Association. 4. The Chair may invite observers to the Plenary Meeting or to a part of the Plenary Meeting upon such terms and conditions as he defines.

ARTICLE 13. POWERS AND DUTIES OF THE EXECUTIVE COMMITTEE

1. The Executive Committee shall be charged with the management of the Association, subject to the limitations of the law and the Articles of Association.

2. If the number of members of the Executive Committee falls below two, the powers of the Executive Committee shall be suspended, with the exception of the right to convene a Plenary Meeting as soon as possible, in which meeting the filling of the vacancy or vacancies shall be decided on.

3. The Executive Committee shall, subject to the prior approval of the Plenary Meeting and within the scope of the objectives of the Association, be authorized to enter into agreements to purchase, dispose or encumber registered property, or to enter into agreements whereby the Association commits itself as guarantor or joint and several debtor, warrants performance by a third party or undertakes to provide security for a debt of a third party.

4. Without prejudice to the provision of paragraph 3 the Association shall be represented: a. either by the Executive Committee in corpore; b. or by the Chair acting singly; c. or by two members of the Executive Committee, acting jointly; d. or by such authorized signatories as appointed by the Executive Committee.

ARTICLE 14. ANNUAL REPORT

1. The financial year runs from the first of January up to and including the thirty-first of December.

2. The Executive Committee shall be obliged to keep a record in respect of the financial position and of all activities - in accordance with the requirements arising from these activities - of the Association and to store the relating documents hereto in such manner that the rights and obligations of the Association can be known out of it at all times.

3. At the Annual Meeting, to be held within six months after the end of the financial year, unless this period has been extended by the Plenary Meeting, the Executive Committee shall submit an annual report on the course of business of the Association and on the policy conducted. It shall submit the balance sheet and the statement of income and expenditure with notes for the approval of the Plenary Meeting. The Executive Committee shall also submit the report of the auditor as referred to in Article 15, paragraph 3. After expiration of such period any Member may commence proceedings against all members of the Executive Committee for the enforcement of these obligations.

4. The Executive Committee shall be obliged to keep the records referred to in the paragraphs 2 and 3 for a period of ten years.

5. The Executive Committee shall receive in addition to the Annual Report, periodical (quarterly, semester) accounting reports by the permanent secretariat.

ARTICLE 15. AUDITOR

1. The Association shall appoint an auditor to audit the balance sheet and the statement of income and expenditure.

2. Such appointment shall be made by the Plenary Meeting. If the latter fails to do so, such appointment shall be made by the Executive Committee. The appointment may at all times be revoked by the Plenary Meeting and by the Executive Committee, the latter only in the event it has appointed the auditor.

3. The auditor shall produce a report on the audit examination to the Executive Committee.

ARTICLE 16. FINANCIAL MATTERS

1. The Annual Budget shall be approved annually by a Plenary Meeting to be held in the second half of the previous year and shall comprise:

- a. any shortfall in respect of previous years;
- b. all anticipated expenditure by the Association;
- c. all anticipated income, including contributions from Members; and e. any surplus in respect of previous years.

2. a. The Annual Budget shall provide separately for anticipated expenditure to be funded by expected registration fees Compulsory Contributions (for the purposes of this Article 16 called "Compulsory Expenditure") and for expenditure to be funded by Voluntary Contributions (for the purposes of this Article 16 called "Voluntary Expenditure"). It shall be in such format and shall include such detail as may be required by the Plenary Meeting. The amount of the Compulsory Contributions shall in any event not exceed USD 150,000, and shall be determined by the Plenary Meeting.

b. Any shortfall in respect of Compulsory Expenditure that arises during a financial year because of additional expenditure previously approved by the Plenary Meeting or because of the failure of one or more Members to pay its or their annual Compulsory Contributions shall, at the discretion of the Plenary Meeting, be levied by the Permanent Secretariat on the Members during the financial year in which it occurs or be financed out of the capital (if any) of the Association. In the event that at the year-end a credit balance remains in the accounts it may be credited against Members contributions for the following year in such manner as may be determined by the Plenary Meeting.

c. Any shortfall in respect of Voluntary Expenditure that arises during a financial year shall be levied by the Permanent Secretariat during the financial year in which it occurs on the Members who agreed to contribute.

3. All financial transactions (save in the case of existing agreements) shall be transacted in such currency as the Executive Committee may from time to time determine. Furthermore, all financial matters shall be carried out in accordance with financial procedures adopted by the Plenary Meeting.

4. The liabilities and obligations of the Association may be enforced against its assets only, and no Member shall have any individual liability for any liabilities or obligations of the Association. A Member's liability vis-à-vis the Association is limited to the payment of its Compulsory and/or Voluntary Contributions. 5. Compulsory Contributions are divided among the Members in accordance with the following criteria:

- a. The GDP by countries. Member from countries with GDP per capita lower than USD 10,000 will benefit of reduced Compulsory Contributions defined by the Plenary Meeting.
- b. Volume registrations, as defined by the Plenary Meeting, taking into account the Annual Report.

6. Voluntary Contributions shall be divided among the Members who have chosen to contribute to Voluntary Expenditure in accordance with their undertaking to contribute.

7. A Member who fails to pay its contribution within 90 days of the due date, may, after it has been duly reminded to do so, be suspended by the Executive Committee. The provisions of Article 6 Paragraphs C and D shall apply correspondingly. However, the Executive Committee may decide to invite the suspended Member to attend a Plenary Meeting as a listener only.

ARTICLE 17. INTELLECTUAL PROPERTY RIGHTS

1. Each Member is entitled to use for identification purposes the intellectual property rights of the Association, including the Trade Marks, to the extent that such use is allowed by the Plenary Meeting and/or set forth in specific regulations. The Plenary Meeting shall also set forth the terms and conditions of such use in a general decision to that effect.

2. Each Member shall be obliged to grant to the Association, on fair, reasonable and non-discriminatory terms, the intellectual property licenses necessary for the fulfilment of the objectives of the Association.

ARTICLE 18. NOTICES

1. A notice pursuant to these Articles of Association shall be in writing and may be given by the Association to any Member either personally or by sending it by post or by sending it by facsimile or by sending it by electronic mail to the Member's registered address or principal place of business as last notified to the Permanent Secretariat, unless otherwise provided by these Articles of Association. Where a notice is sent by post, service of the notice shall be deemed to be effected by properly addressing, prepaying and posting a letter containing the notice, and to have been effected in the case of a notice of a meeting at the expiration of 96 hours after the letter containing the same is posted and in any other case at the time at which the letter would be delivered in the ordinary course of post. Where notice is served by facsimile or by electronic mail it shall be deemed to have been received on the day following the day on which it was transmitted.

2. Notice of every Plenary Meeting shall be given in any manner herein before authorized to: a. every Member; and b. the members of the Executive Committee. No other person shall be entitled as of right to receive notices of Plenary Meetings.

ARTICLE 19. AMENDMENT OF THE ARTICLES OF ASSOCIATION

1. The Articles of Association can be amended only by a resolution of the Plenary Meeting, which has been convened with the statement that an amendment of the Articles will be proposed in that Meeting.

2. Those who have convened the Plenary Meeting to discuss a motion to amend the Articles shall ensure that, at least 10 days before the meeting, a copy of such motion containing the verbatim text of the proposed alteration has been received by all Members and the office of the Permanent Secretariat for inspection by the Members until the end of the day on which the meeting is held.

3. A resolution to amend the Articles of Association shall require the affirmative vote of a majority of not less than 67% of the total votes actually cast in a meeting in which at least one-half of the Members are present or represented. Should one-half of the Members not be present or represented, then the vote should be carried through the written procedure. The written procedure should start at least 24 hours later and within four weeks after the SAID Plenary Meeting. ACCORDING TO ARTICLE 6, MEMBERS WHO ARE SUSPENDED OR TERMINATED CANNOT ATTEND THE PLENARY MEETINGS, EXCEPT AS LISTENERS AS PROVIDED IN ARTICLE 16 PARAGRAPH 7,

AND THEY SHALL NOT BE COMPUTED AS PART OF THE QUORUM, NEITHER CAN THEY BE INCLUDED IN THE CONCEPT OF TOTAL VOTES OF THE PRESENT PARAGRAPH.")

4. An amendment of the Articles shall become effective upon a resolution adopted in accordance with the previous paragraphs 1, 2 , 3 and 4.

ARTICLE 20. DISSOLUTION

The Association may be dissolved by a resolution of the Plenary Meeting. The provisions of the paragraphs 1, 2, 3 and 4 of the preceding Article shall apply accordingly. 2. Any balance remaining after liquidation shall be transferred to IANA or any non-for-profit entity that might be its successor and perform its responsibilities.

ARTICLE 21. REGULATIONS

1. The Plenary Meeting may adopt and amend regulations. The provisions of paragraphs 1, 2, 3 and 4 of Article 19 shall apply accordingly. 2. The regulations shall not be contrary to these Articles of Association.

ARTICLE 22. LANGUAGE

English shall be the working language of the Association and all Permanent Reference Documents shall be in the English language as far as no other language is prescribed by law. When an Association document is not made in English, an official translation in the English language shall be made available by the Permanent Secretariat.

ARTICLE 23. GOVERNING LAW-DISPUTES

These Articles of Association and all regulations promulgated hereunder shall be governed by the laws of Switzerland. All disputes arising in connection with these Articles of Association or regulations based on these Articles of Association shall be settled by arbitration in accordance with the UNCITRAL Arbitration Rules as at present in force. The appointing authority shall be the Secretary General of the Permanent Court of Arbitration. There shall be a sole arbitrator. The place of arbitration shall be Geneva. The language to be used in the arbitration procedure shall be English. The dispute, controversy or claim shall be decided in accordance with Swiss law.

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