

Rules of

Council of Country Code Administrators Incorporated

A NON-PROFIT INCORPORATED SOCIETY

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Preamble

Taking the view that administrators of country code Top Level Domains (“ccTLDs”) are trustees for the domain, CoCCA Members seek, through consensus, to develop administrative models, policies, and technologies which improve the utility, technical stability, and interoperability of member ccTLDs with the DNS.

CoCCA has been established as an inclusive forum for collaboration among those trustees of ccTLDs that support responsible administration of the DNS, accountability models, and industry self-regulation. CoCCA is a non-profit incorporated society.

1. Interpretation

1.1 1.2 Definitions

In this document unless the context otherwise requires:

“**Advisory Panel**” means an Advisory Panel established under clause 23.1.

“**ccTLD**” means a country code Top Level Domain in the Internet domain name

system.

“**ccTLD Database**” is the database of domains in a ccTLD from which the ccTLD zone file is generated.

“**Class of Member**” means any one of the 2 classes of Members of the Society set out in clause 7.2.

“**Committee Member**” means a natural person occupying, appointed or elected by members as a committee member of the Society in accordance with this document.

“**Committee Members**” and “**Committee**” each mean all the Committee Members for the time being, or any number of them having authority to act for the Society.

“**DNS**” means the Internet Domain Name System.

“**Incorporated Societies Law**” means the Incorporated Societies Law as it applies to New Zealand, where CoCCA is incorporated.

“**Local Internet Community**” means those suppliers and users of services made possible by internet access and ccTLD registry services in the community represented by the two letter ISO-3166 code used in the internet root servers.

“**Member**” means a member of the Society under clause 7.1.

“**Organisation**” means any legal entity that is not a natural person, including, but not limited to, an association, an incorporated association, body corporate or agency.

“**Register**” means the register of Members referred to in clause 11.1.

“**Registrar**” means a Legal Person who acts as an interface between domain name holders and a registry, providing registration services.

“**Registry**” means the database administered by a Registry Administrator, which propagates the information in the zone files for a ccTLD on the Internet, containing the name and corresponding Domain Name System Resource Records, for each generic TLD and SLD domain of the ccTLD.

“**Registry Administrator**” means the entity which maintains the list of Domain Names under a single Top Level Domain Name; processes specific Registrant information from domain name Registrars, inserts that information into a centralised database, and propagates the information in Internet zone files (“**Zone File Data**”) on the Internet such that Internet users around the world can access hosts mapped to Internet domain names in the Registry Database via DNS specifically through applications such as the World Wide Web and electronic mail.

“**Rules**” means this document and all amendments and supplements for the time being in force.

“**Second Level Domain Name**” or “**SLD**” each mean a sub-domain name to a Top Level Domain name. For example: “example.tld” in “www.example.tld”.

“**Society**” means Council of Country Code Administrators Incorporated.

“**Special resolution**” means a resolution that meets the requirements of

clause 14.2(b).

1.2 Interpretation

In this document:

- (a) headings are for ease of reference only and must not be used to interpret any part of this document;
- (b) a word importing the singular imports the plural and vice versa;
- (c) a word importing a gender includes a reference to all genders;
- (d) a reference to an asset includes property of any nature including, but not limited to, a business, and all rights, revenues and benefits;
- (e) a reference to a person includes that person's successors and permitted assigns;
- (f) a reference to a person includes a partnership, joint venture, association, society, corporation or other body corporate or trust or governmental agency;
- (g) a reference to a document includes an agreement, or any certificate, notice, instrument or other document of any kind, whether in writing or in electronic or other machine-readable form;
- (h) a reference to a document includes all amendments, supplements, replacements or novations of or to that document;
- (i) a reference to writing or written includes, but is not limited to, typing, printing and any mode of representing or reproducing words in visible form including words or figures displayed on an electronic screen;
- (j) a reference to signing or signature includes, but is not limited to, an electronic signatures (whereby a person authenticates an electronic document as having been signed);
- (k) a reference to sending a document includes, but is not limited to, sending the document by electronic means;
- (l) a reference to an agreement or arrangement includes any encumbrance, guarantee, undertaking, deed, agreement or arrangement or understanding whether in writing or not;
- (m) a reference to a statute, regulation, proclamation, ordinance or bylaw includes all amendments, consolidations or replacements, and a reference to a statute includes all regulations, proclamations, ordinances and bylaws issued under that statute;
- (n) a reference to liquidation includes official management, appointment of an administrator, compromise, arrangement, merger, amalgamation, reconstruction, winding-up, dissolution, assignment for the benefit of creditors, scheme, composition or arrangement with creditors, insolvency, bankruptcy, or any similar procedure or, where applicable, changes in this document of any partnership or person, or death;
- (o) a reference to a trust includes any settlement, superannuation fund, retirement fund, pension fund and any other device by which one person holds property for the benefit of another person; and
- (p) a reference to a thing (including, without limitation, a right) includes a reference to a part of that thing.

1.3 Currency

A reference to \$ or dollars is in New Zealand currency.

1.4 Schedules

Schedule1 forms part of this document.

1.5 Meetings

A reference to a meeting includes a meeting that has resumed after an adjournment.

2. Name

2.1 Current name

The Society's name is "Council of Country Code Administrators Incorporated."

2.2 Changing names

The Society may change its name by passing a special resolution at a general meeting of the Members.

3. Powers and Aims

3.1 Capacity

- (a) The Society has the legal capacity and all the powers of a Society as set out in the Incorporated Societies Law.
- (b) The exercise of a power by the Society is invalid if it is contrary to an object or limitation contained in this document.

3.2 General Objects

The Society's general objects are set out in schedule 1.1.

3.3 Complying with objects

- (a) Subject to clause 3.1, the Society must endeavor to comply with its objects at all times.
- (b) A breach by the Society of an object does not entitle a Member, a Committee Member or Society Secretary to commence or maintain any legal action in respect of the breach.

4. Non-Profit

4.1 Non- Profit

The income and property of CoCCA must be applied solely in promoting the objects of the Society as set out in these Rules and no portion of it is to be paid or transferred directly or indirectly by way of profit to Members or Committee Members. This does not prevent payment in good faith:

- (a) for goods supplied in the ordinary and usual course of business;
- (b) of interest at a reasonable and proper rate on money borrowed from any Member;

- (c) of reasonable and proper rent for premises demised or let by any Member to CoCCA;
- (d) of remuneration to any officers or servants of CoCCA in return for any services rendered to CoCCA other than in the capacity as committee member or officer, where the provision of the service has the prior approval of the committee members of CoCCA and where the amount payable is approved by the committee members of CoCCA and is not more than an amount which commercially would be a reasonable payment for the service;
- (e) of out-of-pocket expenses incurred by a committee member in the performance of any duty as a committee member of CoCCA where the amount payable does not exceed any amount previously approved by the committee members of CoCCA;
- (f) of any salary or wage due to a committee member as an employee of CoCCA where the terms of employment have been approved by the committee members of CoCCA; or
- (g) a financial benefit to a committee member or payment of an insurance premium in respect of a contract insuring a committee member provided that the financial benefit and/or insurance premium has been previously approved by the committee members of CoCCA.
- (h) of remuneration to Committee Members appointed pursuant these Rules in the capacity as committee member or officer, where the remuneration has the prior approval of the committee members of CoCCA and where the amount payable is approved by ordinary resolution of the members of CoCCA in general meeting.

5. Members' Liability

5.1 Limited

The liability of each Member is limited.

5.2 Liability

If the Society is wound up for any reason, each Member must contribute an amount not exceeding \$250.00 to the Society for:

- (a) payment of the Society's debts and liabilities;
- (b) the costs, charges and expenses of winding up the Society; and
- (c) for an adjustment of the rights of contribution among all Members.

5.3 Which Members must contribute

A Member must make a contribution under clause 5.2 only if:

- (a) the Member is a Member at the time the Society commenced being wound up; or

- (b) the Member ceased to be a Member no more than three (3) months before the date on which the Society commenced being wound up.

6. Winding up – consequences

6.1 Distribution of Property

After the Society is wound up and all the Society's debts and liabilities are satisfied – if any property remains, the property must be given or transferred to a society or trustee with purposes similar to the purposes and these Rules, or terms, of which prohibit the distribution of its income and property among its beneficiaries or members to an extent at least as great as imposed on the Society under this document.

6.2 To whom the Property must be transferred

The society or trustee referred to in clause 6.1 must be determined by:

- (a) the Society at or before the time of dissolution; or
- (b) a Court that has jurisdiction after the time of dissolution.

7. Members

7.1 Who is a Member?

- (a) A Member is a person:
 - 1) that has made application to the Committee for membership of the Society in accordance with clause 7.6; and
 - 2) whose name is entered on the Register with the Committee's approval.
 - 3) that is one of the initial members.
- (b) A person can only hold one Membership in the Society.
- (c) To be a Member, a person must fall within one of the classes listed in clause 7.2.

7.2 Classes of Members

The Society's Members consist of the following two (2) classes:

- (a) ccTLD Trustee class Members; and
- (b) Consulting class Members

7.3 ccTLD Trustee Membership

A person is eligible to apply to be a ccTLD Trustee Member if the person is:

- (a) the listed Administrative or Technical Contact, or where the Tech or Administrative contact is a “Role” a duly authorised representative of an entity, in the IANA database at <http://www.iana.org>; or
- (b) an individual granted an applicable power of attorney by the listed Administrative or Technical Contact in the IANA database at <http://www.iana.org>; or
- (c) an individual nominated by the individual or a duly authorised representative of the entity referred to as the Sponsoring Organization in the IANA database at <http://www.iana.org>; or
- (d) able to provide evidence that they are directly and substantially responsible for setting policy for the addition, modification or deletion of records in the database from which a ccTLD zone files are generated; or
- (e) able to provide evidence they are directly and substantially responsible for the maintenance of a ccTLD’s registry systems or is otherwise involved in ensuring the stability, utility and interoperability of a specific ccTLD with the DNS.

7.4 Consulting Member

A person is eligible to apply to be a Consulting member if the person:

- a) has technical or policy expertise in the administration of a TLD; and
- b) is willing to provide their services or expertise to the Society to help it achieve its objects; and
- c) is acceptable to two thirds of the Committee eligible to vote on an application for Membership.

7.5 Applying for Membership

A person who wants to be a Member must lodge with the Society an Application for Membership in the form approved by the Committee from time to time together with the application fee (as set by the Committee, from time to time). Each such application must contain:

- (a) an undertaking on the part of the applicant to be bound by the Society’s Rules;
- (b) a residential address and, if available, an Internet electronic mail address of the applicant;
- (c) the type of Membership (ccTLD Trustee, Consulting) the person is applying for;
- (d) particulars of the applicant’s qualifications for Membership; and
- (e) a declaration, if applicable, of the ccTLD(s) they are involved in the administration of; and

- (f) the signature (or where applicable, the seal) of the applicant, or such other form of authentication (electronic or otherwise) approved by the Committee from time to time.

7.6 Committee's discretion to accept applications

- (a) The Committee must consider an application for membership at the next Committee meeting or by passage of an interim resolution.
- (b) The Committee must consider an application within 14 days of receipt.
- (c) The Committee may not reject any application if the applicant meets the criteria in 7.3 (a) or (b).
- (d) The Committee may require an applicant to provide any further information before approving or refusing an application for Membership.
- (e) An applicant for Membership is admitted as a Member when:
 - (1) the Committee approves the application; and
 - (2) the name and address of the applicant is entered in the Register.
- (f) The Committee must determine which class of Membership is appropriate for each Membership application.
- (g) If a Membership Application is rejected by the Committee, the Committee must provide the applicant with written reasons for the rejection.

8. Membership Fees

8.1 Annual Membership Fees

- a) Unless exempted by the Committee, each member must pay an annual membership fee, payable in full within 90 days of the anniversary of the date of membership.
- b) The Committee may set or vary the annual Membership fee payable in respect of each Class of Membership at any time.
- c) The annual Membership fee shall not exceed \$250.

8.2 Application for Membership

An applicant for Membership must, in addition to any application fee, pay the annual Membership fee (as set by the Committee at the commencement of each calendar year) once the applicant is registered as a Member on the Register.

8.3 Unpaid Membership fees

- (a) A Member ceases to be entitled to any right of Membership if:
 - (1) an annual Membership fee or the application fee payable

by that Member remains unpaid for 3 months after it is payable; and

(2) the Society gives a notice of default to the Member in relation to those unpaid fees.

(b) Unless a person has already been removed as a Member under clause 10, a person's rights are reinstated as a Member on payment of all arrears.

9. Other Rights and Duties of Members

9.1 Membership not Transferable

(a) Membership is personal and is not transferable – whether by operation of law or otherwise.

(b) All rights of Membership cease on termination of Membership.

9.2 Continuing Obligations

If a person ceases to be a Member, that person's liabilities and obligations as a Member (whether arising under this document or not) as at the date on which the person ceased to be a Member are not limited in any way.

9.3 Notification of Change in Qualifications

If anything occurs which may affect a Member's qualification to be:

(a) a Member; or

(b) registered in its current Class of Membership, the Member must notify the Society promptly.

9.4 Power of Attorney

If a Member appoints an attorney whereby the attorney has the right to do any thing on behalf of the Member in relation to this document, the Member must give the Society:

(a) the document which appoints the attorney; or

(c) if the Committee agrees – a certified copy of the document which appoints the attorney, or confirms the appointment.

9.5 Policy Applicability

In matters of administration of a ccTLD:

(a) No policy, technology, or instruction adopted by the Society is in any way binding on a ccTLD Trustee Member in their administration of a ccTLD; subject to the qualification that

(b) ccTLD Members must, to the extent they have power to influence administrative practices, exercise best efforts to align a ccTLD's

administration with the Objects of the Society.

10. Ceasing to be a Member

10.1 Termination of Membership

A Member of the Society immediately ceases to be a Member if:

- (a) the Member resigns by giving the Committee a signed notice of resignation;
- (b) if the Member is a natural person – the Member dies, becomes bankrupt or makes a composition with or assigns the Member's estate for the benefit of the Member's creditors, or becomes of unsound mind;
- (c) if the Member becomes insolvent, has a receiver, a receiver and manager, an administrator or a liquidator appointed, or is wound up (except for the purposes of reconstruction or amalgamation);
- (d) the Member ceases to satisfy the criteria for Membership of the Society; under clause 7; or
- (e) the Member's Membership is terminated under any one of clauses 10.2, 10.3, 10.4, or 10.5.

10.2 Removal of an Member by the Committee Members

The Committee may, at any time, terminate the Membership of an Member if:

- (a) the Committee passes a unanimous resolution to remove that Member; and
- (b) in passing the resolution, the Committee must give the Member whose Membership is being terminated an opportunity to be heard, but the Committee may set any requirements the Committee thinks fit in relation to the hearing.
- (c) a termination of the Membership of a Member under this clause 10.2 takes effect on the date the resolution is passed.

10.3 Expulsion of Members for Conduct Detrimental to Objects

The Society in general meeting of the Members may, by special resolution, terminate the Membership of a Member if:

- (a) the Committee resolves unanimously that the Member is guilty of conduct detrimental to the Society's objects; and
- (b) the notice of meeting specifies the purpose of the meeting and the general nature of conduct referred to in the Committee Members' resolution; and
- (c) the Member is given the opportunity to be heard at that part of the general meeting at which the resolution is considered.

- (d) Members which meet the qualifications in 7.3 (a) may not be expelled by special resolution.

10.4 Termination of Membership for Non-Payment of Membership Fees

The Committee may at any time terminate a Member's Membership for nonpayment of Membership fees if:

- (a) the Membership fees payable by the Member are unpaid for a period of 3 months after the due date for payment; and
- (b) the Society has given the Member a notice of default; and
- (c) any of the Membership fees payable by the Member are still in arrears 1 month after the notice of default is served on the Member.

10.5 Removal from the Register

On the termination of Membership of a Member for any reason, the Member's name must be immediately marked as removed from the Register.

11. Register of Members

11.1 Register

The Register is the list of current Members of the Society.

11.2 Keeping the Register

The secretary must keep the Register by promptly entering into the Register:

- (a) the full name, address, and email address of each Member;
- (b) the date on which each Member becomes a Member;
- (c) the date on which each Member ceases to be a Member;
- (d) the date on which the entry of the Member's name in the Register is made.

11.3 Using the Register

- (a) The Society must make the Register available for inspection by a Member if a Member gives the Society reasonable notice.
- (b) The Register must not be used for any purpose other than a purpose set out in this document or any applicable legislation.

12. Members' Meetings – general requirements

12.1 Annual General Meeting

Each year, the Society must hold an annual general meeting of Members in accordance with the Incorporated Societies Law.

12.2 General Meetings

The Society may hold a general meeting of the Members at any time, if the general meeting is called and held in accordance with:

- (a) this document; and
- (b) the Incorporated Societies Law.

12.3 Calling a general meeting

- (a) A general meeting of Members may be called by:
 - (1) a Committee Member;
 - (2) the Committee; or
 - (3) Members who, between them, hold at least 50% of the votes that may be cast at a general meeting of the Members.
- (b) Clause 12.3(a) does not limit the means by which a general meeting of the Members can be called in accordance with the Incorporated Societies Law.

12.4 Notice

- (a) A person who gives notice of a general meeting of the Members must give at least 14 days' notice (exclusive of the day of service of the notice and exclusive of the day on which the meeting is to be held) of the general meeting to:
 - (1) each Member;
 - (2) each Committee Member;
 - (3) the Society's auditor (if any); and
- (b) No person, other than one listed in clause 12.4(a), is entitled to receive notice of general meeting of the Members.
- (c) A period of notice which is shorter than as set out in clause 12.4(a) is permissible, provided that the Incorporated Societies Law requirements for short notice are complied with.

12.5 Notice contents

A notice of a general meeting of the Members must:

- (a) set out the place, date and time for the general meeting;
- (b) if the general meeting is to be held in 2 or more places – the technology that will be used to facilitate this;
- (c) state simply and clearly the general nature of the business to be dealt with at the general meeting;

- (d) if a special resolution is proposed to be passed at the general meeting – set out simply and clearly:
 - (1) the reason why the resolution is proposed to be passed;
 - (2) why the resolution needs to be passed as a special resolution; and
 - (3) the text of the proposed special resolution.
- (e) in the case of an election of Committee Members – state the name of each candidate for election; and
- (f) state that the Member has the right to appoint a proxy in the form prescribed by this document.

12.6 Omission to give notice

The accidental failure to give notice of a general meeting of Members to a person entitled to receive such notice, does not invalidate any resolution passed, or other business that occurs, at the meeting.

12.7 Cancellation or postponement of general meeting

- (a) The Committee may, at any time, cancel or postpone a general meeting before the time for holding the meeting, unless the general meeting is called by Members' requisition.
- (b) The Committee must endeavor to notify each Member of the cancellation or postponement. Failure to notify a Member does not affect the validity of the cancellation or postponement.

12.8 Costs of calling and holding a general meeting

- (a) If a general meeting of the Members is called by way of Members' requisition, the Society must only pay the reasonable expenses of those Members who have made the requisition.
- (b) Subject to clause 12.8(a), the Society must pay for the cost of calling and holding a general meeting of the Members.

13. Conducting a General Meeting

13.1 Technology

The Society may hold a general meeting of the Members at 2 or more places at the same time using any technology that gives the Members, as a whole, a reasonable opportunity to participate in the general meeting, or in any other manner permitted by the Incorporated Societies Law.

13.2 Quorum

- (a) A quorum for a general meeting of the Members is more than 50% of the Members who are entitled to vote, and who are present in person or by proxy or representative;.

- (b) Business cannot be transacted at a general meeting of the Members unless a quorum is present.
- (c) If, after 30 minutes from the time set for the general meeting, a quorum is not present, the meeting must be treated as adjourned to the same day in the following week, at the same time and place, or to such other day time and place as the Committee sets.
- (d) If, at the general meeting which resumes after an adjournment, a quorum is not present after 30 minutes from the time set for the meeting, the general meeting is dissolved.

13.3 Chair

- (a) The chairperson of Committee Members (or in the chairperson's absence, the deputy chairperson) may preside as chairperson at a general meeting of the Members.
- (b) If there is no chairperson or deputy chairperson, or if neither the chairperson nor deputy chairperson is present 15 minutes after the time set for the meeting then:
 - (1) the Committee Members must choose another Committee Member to be chairperson of a general meeting; or
 - (2) if no Committee Member is chosen under clause 13.3(b)(1) – the Members present at the general meeting must elect a Member (who is present at the meeting) to be chairperson for the general meeting.

13.4 Adjournment

- (a) The chairperson of a general meeting may adjourn a general meeting to another time and place if a majority of Members who are entitled to vote and be present at the general meeting consent to the adjournment.
- (b) The chairperson of a general meeting must adjourn the general meeting if directed to do so by a majority of Members who are entitled to vote and are present at the general meeting.
- (c) At a general meeting which is resumed after an adjournment, the only business that may be dealt with is business left unfinished at the previous adjourned general meeting.

13.5 Notice of adjourned meeting

It is not necessary to give notice of:

- (a) a meeting that is to be resumed after an adjournment; or
- (b) the business to be transacted at that meeting, unless the meeting is adjourned for 30 days or more – in which case, notice must be given as if the meeting were an original general meeting of the Members.

14. Members' Votes at a General Meeting

14.1 Entitlement to vote

Unless this document provides to the contrary, each Member present in person or represented by proxy or representative has one vote (whether on a show of hands or on a poll).

14.2 Resolutions

A resolution is passed only if there is a quorum and:

- (a) **for an ordinary resolution** – more than 50% of the votes cast by Members entitled to vote on the resolution are in favour of the resolution; and
- (c) **for a special resolution of Members** – votes in favour of the resolution are cast by at least 75% of the total votes cast by Members entitled to vote on the resolution.

14.3 Special Resolutions

The following matters must be passed by a special resolution of the Members in a general meeting:

- (a) any business which the Corporation's Law requires to be passed as a special resolution;
- (b) any alteration to the Society's legal status;
- (c) voluntary winding up of the Society;
- (d) changing the purposes, objects or scope of the Society;
- (e) any variation or amendment to, or repeal of, this document;
- (f) making, varying, or repealing the Society's by-laws; and
- (g) any other matter referred to in this document that requires a special resolution.

14.4 Passing Resolutions by show of hands or poll

- (a) At a general meeting of the Members, a resolution must be decided on a show of hands of the Members, unless a poll is demanded.
- (b) A poll can only be demanded by the chairperson, or by not less than two thirds of Members who are entitled to vote at the general meeting.

14.5 Result of show of hands

On a show of hands, if a declaration contained in the minutes of the general meeting states that a resolution is:

- (a) carried;

- (b) carried unanimously;
- (c) carried by a particular majority;
- (d) lost; or
- (e) not carried by a particular majority; the minutes signed by the chairperson are conclusive evidence of that fact.

14.6 Poll

- (a) If a poll is demanded in accordance with clause 14.4(b), the poll must be conducted in the manner directed by the chairperson (including, but not limited to, by ballot or otherwise).
- (b) The result of a poll, as declared by the chairperson, is conclusive.
- (c) A demand for a poll may be withdrawn at any time before the poll is held.
- (d) A poll must be held at the meeting at which it is demanded, without adjournment, if the poll relates to:
 - (1) the election of the chairperson for the meeting; or
 - (2) any question of adjournment of the general meeting.

15. Members' Proxies for a General Meeting

15.1 Appointment of Proxy

A Member may appoint one proxy only, and that proxy is entitled to vote on a show of hands or on a poll at a general meeting of Members.

15.2 Proxy document

A document appointing a proxy must be in writing signed by:

- (a) the Member who is appointing the proxy; or
- (b) the Member's attorney (duly authorised in writing).

15.3 Receipt of Proxies

A document appointing a proxy and the power of attorney or other authority must be received:

- (a) in the manner specified in the notice calling the general meeting of Members; and
- (b) at least 24 hours before the general meeting of Members is held.

15.4 Form of Proxy

- (a) A document appointing a proxy for a general meeting of Members must be addressed to the Society in form found at <http://www.cocca.org.cx/company/forms.jsp>
- (b) The Committee may accept a variation of this form in the Committee's sole discretion.
- (c) A proxy document in which the name of the appointee is not filled in is deemed to be given in favour of the chairperson of the general meeting of Members to which the proxy document relates.

15.5 Identification of Proxy

- (a) The chairperson of a meeting may require a person acting as a proxy to prove, to the chairperson's satisfaction, that the person is the person nominated as proxy.
- (b) If a person acting as a proxy does not satisfy the chairperson in accordance with clause 15.5(a), that person is excluded from voting.

15.6 Voting

- (a) A vote made in accordance with the terms of a valid proxy document is valid even if the Member who appointed the proxy is dead or of unsound mind – unless the proxy or the Society knew that the Member who appointed the proxy is dead or of unsound mind before the general meeting at which the proxy has been appointed to vote.
- (b) A Member who appoints a proxy:
 - (1) may still attend and take part in a general meeting; and
 - (2) may vote on a resolution at the general meeting – in which case, the proxy is treated as having been revoked when the Member first casts a vote at the meeting.

15.7 Power to Demand Poll

The document appointing a proxy gives the proxy the right to demand, or join in demanding, a poll.

16. Members' Resolutions – without a meeting

16.1 Written resolution

If all the Members of the Society sign a document containing a statement that each of the Members is in favour of the resolution set out in the document, the resolution is treated as having been passed at a general meeting of the Members held on the day on which the document was last signed by a Member.

16.2 Separate Copies

For the purposes of clause 16.1, separate copies of a document (including, but not limited to, an electronic document) may be used for signing by Members if the wording of the resolution and statement in each copy is identical and having regard to all relevant circumstances at the time the document was signed, the method of signature used was as reliable as was appropriate for the purposes for which the document was signed.

17. Committee Members

17.1 Number of Committee Members

- (a) the number of Committee Members must not be less than three **(3)**.
- (b) unless otherwise determined by the Members in general meeting, the number of Committee Members must not be more than the number of ccTLD's included in the IANA ccTLD Root Zone Who-is as listed in at <http://www.iana.org>.

17.2 Membership

A person needs to be a ccTLD Trustee Member, or be a Consulting Member with an applicable power of attorney from a ccTLD Trustee Member to be a Committee Member.

17.3 Eligibility

Any ccTLD Trustee Member is eligible to be appointed, re-appointed, elected or re-elected as a Committee Member.

An individual may only hold one Committee-seat even if the Member is involved in the administration of several ccTLD's.

17.4 Disqualification

A Committee Member's office may be vacated if:

- (a) the Committee Member ceases to be or is removed as a Committee Member under the Incorporated Societies Law;
- (b) the entity nominating the Committee Member becomes insolvent, under administration or makes any composition or arrangement with the Committee Members' creditors or any class of them;
- (c) the Committee Member becomes of unsound mind or a person whose person or estate is liable to be dealt with in any way under the law relating to mental health;
- (d) the Committee Member resigns from office by notice in writing to the Society;
- (e) the period for which the Committee Member is appointed or elected expires;

- (f) the Committee Member, without the permission of the other Committee Members, is absent from the meetings of the Committee Members for 6 months continuously;
- (g) the Committee Member ceases to be a Committee Member under clause 18.3;
or
- (h) the Committee Member has a material personal interest in any contract or proposed contract with the Society and fails to declare the nature and extent of that interest to the Committee in the manner required by clause 20 or the Incorporated Societies Law.

17.5 Remuneration and expenses

- (a) An executive Committee Member or a Committee Member who is otherwise employed by the Society may be paid remuneration as approved by the Committee Members.
- (b) A non-executive Committee Member is not entitled to any remuneration from the Society.
- (c) A Committee Member may be entitled to be reimbursed by the Society for reasonable traveling, accommodation and other expenses which the Committee Member incurs when traveling to or from:
 - (1) a Committee meeting;
 - (2) a general meeting of the Society;
provided any such expenses are approved in advance of their being incurred by committee resolution.

18. Appointing and Removing Committee Members

18.1 Composition of the Committee

The Committee is composed as follows:

Each ccTLD is entitled to nominate one individual to serve as a Committee Member.

Members representing a specific ccTLD may self-nominate or appoint one Committee Member. Committee Members are appointed by consensus among applicable ccTLD Members ("applicable ccTLD Members" are those members which at the time of application for membership declared themselves to meet the qualifications as a Trustee for a specific ccTLD). If a Committee Member is appointed they serve at the pleasure of the Members who appoint them. Members, which represent more than one ccTLD, may only hold one committee seat, if the Member occupies a seat on the committee they may not use a power of attorney or other instrument to nominate a non ccTLD Trustee Member to the committee.

By way of example:

- 1) if there is more than one Member from a ccTLD who meets the qualifications set out in 7.3, one, not all, are entitled to a committee seat.
- 2) If there is only one ccTLD Trustee Member from a ccTLD he is

automatically entitled to a committee seat, but must self-nominate.

18.2 Appointment

To self-nominate or appoint a Committee Member under clause 18.1, ccTLD Trustee Members must:

- (a) declare in writing an interest in becoming a committee member of the Society. The Society will then contact (in writing) ccTLD Trustee Members which have declared themselves as Trustee Members for the applicable ccTLD. These Members will be polled on their support for the application.
- (b) if there is unanimous support (from ccTLD Trustee Members of the applicable ccTLD responding to the poll) the applicant will be granted a Committee seat. If one or more ccTLD Trustee Members representing the ccTLD raises formal objections, the ccTLD will not automatically be entitled to a Committee Seat. The applicant may be granted a place on the committee if Committee Members eligible to vote unanimously approve their application.
- (c) the Society will seek to obtain the written consent of the person to be appointed as Committee Member;
- (d) appoint that person to act as Committee Member in writing; and
- (e) file a copy of the appointment in clause 18.2 to the Society.

18.3 Removal of Committee Members

- (a) A Committee Member is automatically removed if the Committee Member is disqualified under clause 17.4.
- (b) Once appointed under clause 18.2(a), a Committee Member remains a Committee Member until:
 - (1) the Committee Member resigns;
 - (2) the ccTLD Trustee Members who appointed the Committee Member terminate the Committee Member's appointment in writing (a copy of the termination must be given to the Society and the Committee Member); or
 - (3) the Committee Member's office is otherwise terminated in accordance with this document or the Incorporated Societies Law.

18.4 Vacancies

If for any reason the total number of Committee Members is or falls below the minimum number of Committee Members set out under clause 17.1, the continuing Committee Members may act as a Committee despite that vacancy.

19. Committee meetings

19.1 Procedure generally

- (a) The Committee may meet together for the Committee's business, adjourn and otherwise regulate the Committee's meetings and proceedings as

the Committee thinks fit.

- (b) A quorum for the Committee is three Committee Members, or two thirds of the Committee Members, whichever is the greater.
- (c) A Committee meeting cannot be held without a quorum. A quorum must be present at all times during a Committee meeting.

19.2 Meetings and technology

- (a) A Committee meeting may be called or held using any technology consented to by each Committee Member.
- (b) A consent given by a Committee Member under clause 19.2(a) may be a standing one.
- (c) A Committee Member may only withdraw the Committee Member's consent under clause 19.2(a) within a reasonable period before a meeting.

19.3 Calling Meetings

- (a) A Committee Member may at any time call a Committee meeting by giving reasonable notice in the circumstances personally to each other Committee Member.
- (b) A Committee Member may delegate the task of giving notice under clause 19.3(a) to the secretary.
- (c) Notice need be in writing or by electronic email.

19.4 Chairperson of Meetings

- (a) The Committee Members may elect a chairperson and a deputy chairperson of their meetings.
- (b) The chairperson and deputy chairperson positions must be declared vacant at each annual general meeting.
- (c) If no chairperson or deputy chairperson is elected or if at any meeting neither the chairperson nor the deputy chairperson is present within 15 minutes of the time appointed for the holding of the annual general meeting or is unable or unwilling or refuses to act, the Committee Members present must elect a chairperson for that meeting.

19.5 Decision on Questions

- (a) Questions arising at a Committee meeting must be decided by a two thirds vote.
- (b) For resolutions passed under clause 19.5(a):
 - (1) each Committee Member has one vote;
 - (2) a determination by two thirds of the voting Committee Members is a determination of the Committee; and

- (3) in case of an equality of votes at a meeting, the chairperson has a second or casting vote in addition to a deliberative vote.

19.6 Written Resolutions

- (a) A resolution in writing signed by all Committee Members who are entitled to vote (and not being less than a quorum):
 - (1) is as valid as if it had been passed at a Committee meeting;
 - (2) must be treated as constituting a minute of a Committee meeting; and
 - (3) takes effect at the date and time on which the last Committee Member necessary to form a quorum signs a copy of the resolution.
- (b) A resolution under clause 19.6(a) may consist of several counterparts of a document (including an electronic document) which:
 - (1) contains the text of the resolution; and
 - (2) is signed by one or more Committee Members.

19.7 Voting Authority

- (a) A Committee Member who cannot attend a Committee meeting may authorise another Committee Member to vote at that Committee meeting on that Committee Member's behalf.
- (b) In addition to the Committee Member's normal vote, a Committee Member who attends the Committee meeting and who is authorised by another Committee Member under clause 19.7(a) has a vote for each Committee Member who has so authorised the attending Committee Member.
- (c) Any authority given by a Committee Member under clause 19.7(a) must be tabled at the Committee meeting to which the authority relates and must be kept on the Society's records by the secretary.
- (d) An absent Committee Member must not be counted for the purposes of a quorum.

19.8 Validation of irregular acts

An act of each of a Committee Member, the Committee or an Advisory Panel must be treated as valid, even if it is later discovered that there was some defect in the appointment, continuance in office, or voting power of the Committee Member, the Committee or Advisory Panel.

20. Conflict of interest

20.1 Declaration of interest

- (a) Each Committee Member who has a material personal interest in a matter that

relates to the affairs of the Society must give notice to the Committee of the nature and extent of that interest.

- (b) In complying with clause 20.1(a), a Committee Member may give standing notice of an interest, whether that interest is a material interest or not, to the Committee.
- (c) The secretary of the Society must record in the Society's minutes any disclosure made by a Committee Member under this clause 20.1.

20.2 Voting

A Committee Member who has a substantial material personal interest in a matter that is being considered at a meeting of Committee Members:

- (a) must not vote on the matter; and
- (b) must not be present while the matter is being considered at the meeting, unless:
- (c) the matter relates to the Committee Member's interest as a Member in common with other Members; or
- (d) the Committee passes a resolution to the effect that the Committee Member is not disqualified from considering or voting on the matter.

21. Committee's powers and duties

21.1 Powers

The Committee may exercise all the Society's powers to carry on the Society's business and day-to-day business.

21.2 Chief Executive Officer

- (a) The Committee may appoint a natural person as the Society's chief executive officer on any terms, conditions and remuneration as the Committee determines.
- (b) A chief executive officer is responsible for the management of the Society's business and day to day operations, subject to any restrictions imposed by the Committee.
- (c) The Committee may delegate to the chief executive officer any of the Committee's powers on any terms as the Committee thinks fit.
- (d) The Committee may at any time:
 - (1) vary or revoke any power delegated to the chief executive officer; or
 - (2) remove the chief executive officer.

21.3 Secretary

- (a) The Committee must appoint at least one person to act as secretary of the Society.
- (b) The Committee may make the appointment on any terms (including, but not limited to, remuneration) as the Committee thinks fit.
- (c) The Committee may remove a secretary at any time.

21.4 Committee Papers

- (a) In this clause 21.4, “**Committee Papers**” includes all documents:
 - (1) given or made available to the Committee Members of the Society or any one or more of them; or
 - (2) tabled at Committee meetings (including, but not limited to, accounts, periodic committee papers, submissions, minutes, letters, and Advisory Panel papers).
- (b) The Committee must ensure a complete set of all Committee Papers is kept securely and in chronological order.
- (c) The Society must, without charge:
 - (1) permit a Committee Member or a former Committee Member, during business hours and on reasonable notice, to review the Committee Papers which relate to the period during which the Committee Member is, or former Committee Member was, a Committee Member; and
 - (2) provide a copy to the Committee Member or former Committee Member of any part of those Committee Papers on reasonable notice.
- (d) In the case of a former Committee Member, the Society is only required to comply with clause 21.4(c) if the former Committee Member is defending, or the Committee considers that there is a reasonable prospect that the former Committee Member will be defending, legal proceedings which relate to an act or omission of the former Committee Member in performing the former Committee Member’s duties when the former Committee Member was a Committee Member.
- (e) Notwithstanding anything else contained in this document, this clause 21.4 may not be altered or deleted, except so as to apply to future Committee Member’s appointments.

21.5 Society’s best interests

- (a) Each Committee Member, and the Committee collectively, must act:
 - (1) in the best interests of the Society as a whole; and
 - (2) to promote the Society’s objects.
- (b) Each Committee Member must act in accordance with any non-excludable duty or obligation owed by the Committee Member to the Society or the Members of the Society under general law, the Incorporated Societies

Law, or other provisions of this document.

- (c) Clauses 21.5(a) and (b) do not prevent a Committee Member from making a decision in favour of the interests of a person who appointed that Committee Member.
- (d) Clauses 21.5(a) does not prevent a Committee Member from acting in favour of the interests of a Local Internet Community or companies in which he has declared an interest, over those of the Society.

21.6 Sale of assets and undertaking

- (a) If the Committee intends to reallocate the management to sell or dispose of:
 - (1) all of the Society's assets; or
 - (2) a substantial part of the Society's assets; the intended sale or disposal or reallocation must be first ratified by a general meeting of the Members.
- (b) At a general meeting of the Members to ratify an intended sale, disposal or reallocation referred to in clause 21.6(a), any Member who may benefit from the sale or disposal must not vote on the resolution.

21.7 Cheques, Bills, etc.

All cheques, promissory notes, drafts, bills of exchange and other negotiable instruments and receipts for money paid to the Society must be signed, drawn, accepted, endorsed or otherwise dealt with in the manner decided by the Committee.

21.8 Operating Manual

- (a) The Committee shall prepare an operating manual which sets out:
 - (1) the Society's policy of openness and transparency in the conduct of its business; and
 - (2) how the Society must set up panels of experts (including an Advisory Panel) to advise the committee on matters of policy for the development and administration of the ccTLD domain name space.
- (b) The Committee must conduct its deliberations and operations in accordance with the operating manual.
- (c) If there is any inconsistency between the terms of the operating manual and this document, this document prevails to the extent of that inconsistency.

22. Executing documents

22.1 Seal

- (a) The Committee may provide for the Society to have a seal.
- (b) If the Society has a seal the Committee must provide for the safe custody of the seal. The seal must only be used with the authority of the Committee.

22.2 Conflicts of interest

Subject to clause 20, a Committee Member may sign, or affix the Society's seal to any document referred to in this clause, even if the Committee Member is in any way interested in a transaction to which the document relates.

23. Advisory Panels

23.1 Establishment

The Committee may establish Advisory Panels:

- (a) to develop policy recommendations to the Committee in relation to the Society's objects; or
- (b) to manage aspects of the Society's business on the Committee's behalf.

23.2 Delegation

- (a) The Committee may delegate any of its powers to an Advisory Panel on any terms the Committee thinks fit.
- (b) The Committee must ensure that an Advisory Panel, in exercising of the power delegated to it by the Committee, complies with:
 - (1) this document;
 - (2) the Society's by-laws; and
 - (3) any other restrictions the Committee may impose on it.

23.3 Composition

- (a) The Committee may at any time:
 - (1) appoint an individual to chair an Advisory Panel; and
 - (2) provide the Advisory Panel with a brief to investigate, analyse and advise or report to the Committee Members on a particular issue or objective.
- (b) The Committee or the chair of an Advisory Panel may invite a Member or other interested person to participate in an Advisory Panel.

23.4 Procedure of Advisory Panels

- (a) The chair of an Advisory Panel shall report in writing to the Committee on its activities on a quarterly basis.

- (b) The meetings and procedures of an Advisory Panel must be convened and conducted as the chair of the Advisory Committee thinks fit, subject to any directions given by the Committee to the Advisory Panel.

24. Minutes

24.1 Keeping minutes

The Committee must ensure minutes are kept of each:

- (a) Committee meeting;
- (b) general meeting of the Members; and
- (c) meeting of an Advisory Panel.

24.2 Requirements

Each set of minutes of a meeting must, at the very least, contain:

- (a) the names of each person present at each meeting; and
- (b) each resolution passed and considered at the meeting; and
- (c) a description of any other business dealt with at the meeting.

24.3 Signing

Each set of minutes must be signed by the chairperson of the meeting at which the proceedings were held, or by the chairperson of the next meeting.

25. Accounts

25.1 Accounting and Other Records

The Committee Members must, in accordance with the Incorporated Societies Law:

- (a) ensure the Society keeps up-to-date and proper accounting and other records; and
- (b) distribute copies of accounting records to each Member as required by the Incorporated Societies Law.

25.2 Access by Members

- (a) Subject to clause 25.2(b), the Committee must allow a Member to inspect the Society's financial records.
- (b) The Committee Members may determine to what extent, at what times and places, and under what other conditions or regulations a Member may inspect the accounting and other records of the Society.

26. By-Laws

26.1 Making by-laws

- (a) Subject to clause 26.2, the Committee may make, vary and repeal bylaws for the proper conduct and management of the Society.
- (b) Upon ratification, the Society's by-laws are binding on all Members.

26.2 Ratification

A resolution of the Committee to make, vary or repeal a by-law must be ratified by a special resolution of the Members.

27. Notices

27.1 Modes of Giving Notice

The Society may give notice to a person in accordance with this document:

- (a) personally; or
- (b) in the case of a Member – by sending it by post to the Member's address, facsimile number or email address:
 - (1) recorded in the Register; or
 - (2) otherwise notified by the Member to the Society in writing; or
- (c) in the case of a Committee Member – by sending it by post to the address for the Committee Member:
 - (1) recorded in the register of Committee Members; or
 - (2) otherwise notified by the Committee Member to the Society in writing; or
- (d) in the case of the auditor – by sending it by post to the auditor's last-known address.

27.2 Notice Deemed to be Given

- (a) A notice sent by post is deemed to be given 7 days after it is posted.
- (b) A notice given by electronic means (including, but not limited to, by facsimile or by e-mail) is deemed to be given the day after it is sent.

28. Amending this document

Subject to the Incorporated Societies Law, this document can only be varied, amended or repealed by a special resolution of the Society.

29. Indemnity to Officers

29.1 Interpretation

In this clause:

“Liability” means all costs, charges, losses, damages, expenses, penalties and liabilities of any kind including, in particular, legal costs incurred in defending any proceedings (whether criminal, civil, administrative or judicial) or appearing before any court, tribunal, government authority or otherwise.

“Officer” means a:

- (a) Committee Member;
- (b) Society secretary;
- (c) executive officer of the Society; or
- (d) employee of the Society; or
- (e) a person appointed as a trustee by, or acting as a trustee at the request of, the Society or, where applicable, the subsidiary of the Society.

“Officer’s Duties” includes any duty arising by reason of the appointment, nomination or secondment in any capacity of an Officer by the Society or, where applicable, the subsidiary of the Society to any other corporation.

“Relevant Extent” means:

- (a) the extent that the Society is not precluded by law from doing so;
- (b) the extent and for the amount that the Officer is not otherwise entitled to be indemnified and is not actually indemnified by another person (including, in particular, an insurer under any insurance policy); and
- (c) where the Liability is incurred in or arising out of the conduct of the business of another corporation or in the discharge of the Officer’s Duties in relation to another corporation, to the extent and for the amount that the Officer is not entitled to be indemnified and is not actually indemnified out of the assets of that corporation.

29.2 Indemnity

The Society hereby indemnifies each Officer of the Society out of the assets of the Society to the Relevant Extent against any Liability incurred by the Officer in or arising out of:

- (a) conduct of the Society’s business; and
- (b) discharge of the Officer’s Duties, unless the Liability was incurred by the Officer through the Officer’s own dishonesty, negligence, lack of good faith or breach of duty.

29.3 Discretionary Indemnity

In addition to clause 31.2, if the Committee considers it appropriate to do so, the Society may indemnify an Officer to the Relevant Extent out of the assets of the Society against any Liability incurred by the Officer in or arising out of:

- (a) conduct of the Society's business; and
- (b) discharge of the Officer's Duties.

29.4 Insurance Against Liability

If the Committee considers it appropriate to do so, the Society may insure, and pay the insurance premiums in respect of an Officer against any Liability incurred by the Officer in or arising out of:

- (a) conduct of the Society's business; and
- (b) discharge of the Officer's Duties.

Schedule One

Objects:

The principal purposes of CoCCA are:

- (a) to develop technologies, policy and systems which seek to ensure the stability, utility and interoperability of member ccTLDs with the global DNS.

- (b) to provide data and registry systems escrow services which will ensure the stability of a ccTLD in the event of death, insolvency or catastrophic registry system failure in a member ccTLD.
- (c) to develop policy and tools which assist Members in facilitating the responsible commercial administration of ccTLDs through promotion of the policy-registryregistrar administrative model.
- (d) to promote ccTLD growth and equitable access to economic opportunities through the introduction of registrar level competition in member ccTLDs.
- (e) to serve consumers and suppliers by promotion of harmonized policy approaches for the addition, modification and removal of domain names from member ccTLD databases,
- (f) to promote harmonized policy approaches for the protection of privacy and intellectual property in the publication and public accessibility of registrant information.
- (g) to assist members in the development of community consultation processes that seek to ensure ccTLD polices reflect the values, legal systems and customs of applicable communities.
- (h) to provide for the co-ordination and advocacy of Member ccTLD policy related to global internet governance.
- (i) to provide outreach and open-source technology applicable to DNS administration, policy development, and internet access to developing regions or countries.
- (j) to develop mechanisms which assist member ccTLDs to implement dispute resolution based on a uniform dispute resolution policy.