

FORM CD-451
(REV 10/98)

U.S. DEPARTMENT OF COMMERCE

GRANT COOPERATIVE AGREEMENT

AMENDMENT TO FINANCIAL ASSISTANCE AWARD

ACCOUNTING CODE

N/A

AWARD NUMBER

EDU.01

RECIPIENT NAME

EDUCAUSE

AMENDMENT NUMBER

11

STREET ADDRESS

1150 18th Street, N.W., Suite 1010

EFFECTIVE DATE

FEB 02 2006

CITY, STATE ZIP

Washington, D.C. 20036

EXTEND WORK COMPLETION TO

September 30, 2011

CFDA No. and Project Title

11.SP - Policy Authority and Administration of the .edu gTLD

COSTS ARE REVISED AS FOLLOWS:	PREVIOUS ESTIMATED COST	ADD	DEDUCT	TOTAL ESTIMATED COST
FEDERAL SHARE OF COST	\$54,000.00	\$0.00	\$0.00	\$54,000.00
RECIPIENT SHARE OF COST	\$0.00	\$0.00	\$0.00	\$0.00
TOTAL ESTIMATED COST	\$54,000.00	\$0.00	\$0.00	\$54,000.00

REASON(S) FOR AMENDMENT

This cooperative agreement is amended for the following reasons:

1) Change the Federal Program Officer from Maureen Lewis to Sallianne Schagrin; 2) Extend the work completion date to September 30, 2011; 3) Approve the EDUCAUSE proposal dated 10/20/2005 to allow EDUCAUSE to charge fees for names registered in the .edu domain name space. A fee proposal was submitted by EDUCAUSE to request approval to charge a \$40.00 per year fee beginning April, 2006; 4) Approve the EDUCAUSE proposal dated 10/5/2005 which describes a seven-step process for addressing violations of the Amendment No. 6 prohibition against domain name transfers in .edu. The above requests are at no additional cost to the Federal Government.

This Amendment approved by the Grants Officer is issued in triplicate and constitutes an obligation of Federal funding. By signing the three documents, the Recipient agrees to comply with the Amendment provisions checked below and attached, as well as previous provisions incorporated into the Award. Upon acceptance by the Recipient, two signed Amendment documents shall be returned to the Grants Officer and the third document shall be retained by the Recipient. If not signed and returned without modification by the Recipient within 30 days of receipt, the Grants Officer may unilaterally terminate this Amendment.

Special Award Conditions

Line Item Budget

Other:

SIGNATURE OF DEPARTMENT OF COMMERCE GRANTS OFFICER

Joyce F. Brigham, NIST Grants Officer

DATE

2/2/06

TYPED NAME, TYPED TITLE, AND SIGNATURE OF AUTHORIZED RECIPIENT OFFICIAL

Mark Luker, Vice President, EDUCAUSE

DATE

2/10/06

Award ACCS Information

Project - Task	Organization	Object Class	Obligation Amount
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Award Contact Information

First Name	Last Name	Email	Phone
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NIST Grants Officer:

Joyce F. Brigham
100 Bureau Drive MS 1650
Gaithersburg, MD 20899
(301) 975-6329

NIST Grants Specialist:

Judy Murphy
100 Bureau Drive MS 1650
Gaithersburg, MD 20899
(301) 975-5603

SPECIAL AWARD CONDITIONS
Cooperative Agreement No. EDU.01, Amendment No. 11

REVISED:

3. The Grants Officer's name, address, telephone, fax number, and e-mail are:

Joyce F. Brigham
NIST Grants Officer
U.S. Department of Commerce
National Institute of Standards and Technology
Grants and Agreements Management Division
100 Bureau Drive, STOP 1650
Bldg. 411, Room A120
Gaithersburg, Maryland 20899
Phone: (301) 975-6329; Fax: (301) 926-6458
e-mail: joyce.brigham@nist.gov

The Grants Specialist's name, address, telephone, fax number and e-mail are:

Judy A. Murphy
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Phone: (301) 975-5603; Fax: (301) 926-6458
e-mail: judy.murphy@nist.gov

4. The Federal Program Officer's name, address, telephone number and e-mail address are:

Sallianne Schagrin
U.S. Department of Commerce
National Telecommunications and Information Administration
1401 Constitution Avenue, N.W., Room 4725
Washington, D.C. 20230
Phone: (202) 482-1880
e-mail: sschagrin@ntia.doc.gov

The following proposal describes a seven-step process for addressing violations of the Amendment 6 prohibition against domain name transfers in .EDU.

EDUCAUSE proposes that the following process and letter be used to deal with violations of the .EDU policy that prohibits the transfer of any domain names from the rightful name holder to another entity.

1. The process begins when EDUCAUSE becomes aware of a possible transfer situation. In most cases, this will be reported by a third party outside EDUCAUSE, but it's possible that in our day-to-day management of .EDU or our routine use of the Web, an EDUCAUSE staff person may notice a discrepancy between the contents of a Web page and the nominal registrant. The process is the same in either case. Note that, as stated in the April 6, 2006 letter to DoC, we will not proactively seek out such examples, but we will not ignore them if they come to our attention.
2. However it is initiated, the notice will be referred to an EDUCAUSE manager responsible for .EDU policy. A case file will be opened.
3. EDUCAUSE management will examine the site to determine if it appears to be in violation of the transfer policy. If it is decided that there is no problem (see item 4 in the Commerce letter for examples of why this might occur), no further action will be taken. Unless the person reporting the problem made a point of asking for a reply, there will generally be no response to that individual, regardless of the outcome.
4. If it is determined there is a problem, EDUCAUSE will send a formal notice to the registrant, simultaneously in as many ways as possible. E-mail to the various registered addresses (including postmaster) and certified mail are the basic methods. The letter is on the page 4 that follows.
5. The letter instructs the registrant to contact EDUCAUSE management by phone within 15 days to discuss the situation. If we receive no contact in 15 days, we will send another round of notices. The test is the same but with a cover letter indicating that this is a second notice and that no additional notices will be sent. If we receive no communication from the registrant within 30 days of the second letter (total 45 days), the domain name will be scheduled for suspension in another 30 days.

6. The suspension process starts with posting the DNS name on a Web page that lists all names that are currently scheduled for suspension for all reasons (non-payment, inaccurate WHOIS, violation of rules, etc.) The list of reasons will appear at the top of the page, but, for the sake of privacy, the reason will not be listed for each name. The suspension date will, however, appear with each name. When the suspension date is reached, the name will be suspended and deleted from the Web page. Suspended names are inoperative, but no reassigned for an additional 90 days. If the registrant takes care of the problem (whatever it was) before that 90 days has expired, the name will be reactivated. [Note that this "suspension process" item is intended to work for all situations.]

7. If we receive communication at any time before the name has been completely deleted, we will "stop the clock" and conduct a reasonable dialog with the registrant. We will explain the non-transfer rule and describe what led us to believe a transfer has occurred. If the registrant can satisfactorily explain the situation, the DNS name will be restored to normal status. If we are not satisfied with the explanation, or if the registrant's communications are not expeditious or appear to be in bad faith, we will schedule the name for suspension for 30 days. There is no formal "appeals process", but we will be reasonable in accepting additional or corrected information at any time prior to complete deletion of the name.

The proposed letter of notification:

Date

To the registrant of Internet DNS name [name.EDU]:

You are receiving this notice because your DNS name [name.EDU] may be subject to suspension.

EDUCAUSE administers the .EDU domain based on a cooperative agreement with the U.S. Department of Commerce. For background and full details, see <<http://www.ntia.doc.gov/ntiahome/domainname/educa/>> and <<http://www.educause.edu/edudomain/policy.asp>>.

Under the terms established by that cooperative agreement, registrants of .EDU names may not transfer these names in any way to any other entity. "Transfer" includes selling, trading, leasing, assigning, and any other means of transferring.

From the content of Web page [URL], it appears that you have, in fact, transferred [name.EDU] to or from another entity. ***You must contact EDUCAUSE by phone within 15 days to discuss this situation.*** Failure to contact us will result in the suspension and deletion of [name.EDU]. Once suspended, references to [name.EDU] will fail.

Please contact EDUCAUSE immediately at 202-872-4200 and ask specifically for [names of the EDUCAUSE managers responsible for .EDU policy].

If we do not hear from you within 15 days, [name.EDU] will be subject to suspension.

Sincerely,

[signed by an EDUCAUSE manager responsible for .EDU policy]

EDUCAUSE Proposal for Charging for Names in .EDU

The proposal dated October 20, 2005 describes the principles under which EDUCAUSE could begin charging a fee for domain names in .EDU. They are as follows:

1. The fee will be \$40.00 US per year.
2. It will be billed on an annual basis.
3. Domain name applicants and holders will be required to accept the .EDU user agreement at the time of each payment.
4. There will be no refunds or credits for names deleted prior to the end of a paid period. Names may be changed, however, with the new name covered by the previous name's payment.
5. EDUCAUSE will restrict its action to repossess existing domain names to:
1) those that have been sold or otherwise transferred, and; 2) those for which the fee has not been paid. (This will automatically cover the case of names that have been abandoned, and should provide an additional improvement in the accuracy of the WHOIS information for .EDU.)
6. EDUCAUSE will establish and publicize formal policies and safeguards similar to those used for the WHOIS cleanup for handling non-payment of fees. The Business Process submitted for .EDU billing is incorporated in to this cooperative agreement.

EDUCAUSE may charge fees for its services and specifies that any fee charged by EDUCAUSE shall be considered as program income and must be approved by the NIST Grants Officer.