



AGREEMENT BETWEEN THE WORLD INTELLECTUAL PROPERTY ORGANIZATION (WIPO) AND CAUCASUS ONLINE LLC CONCERNING THE PROVISION OF DOMAIN NAME DISPUTE RESOLUTION SERVICES FOR .GE (GEORGIA)

Caucasus Online LLC (the .GE Registry), located at 160 Tsinamdzgvrishvili st., Tbilisi 0112, Georgia, and the **World Intellectual Property Organization (WIPO)**, located at 34 Chemin des Colombettes, 1211, Geneva, Switzerland, herein after referred to collectively as “the Parties” and individually as “the Party”;

Whereas, the .GE Registry is the Internet registry for .GE domain names (country-code Top Level Domain corresponding to Georgia);

Whereas, WIPO is an intergovernmental organization and a specialized agency of the United Nations dedicated to promoting the protection of intellectual property throughout the world through cooperation among States and where appropriate with other international organizations. One such area of WIPO activity is alternative dispute resolution (“ADR”) offered by the WIPO Arbitration and Mediation Center (“WIPO Center”). This includes the administration of disputes concerning the abusive registration and use, as may be the case, of domain names which incorporate third-parties’ trademarks;

Whereas, the .GE Registry has expressed its interest in adopting a variation of the Uniform Domain Name Dispute Resolution Policy for .GE domain name disputes;

Whereas, after discussions between the .GE Registry and the WIPO Center, mutual interest has been expressed for the WIPO Center to become a provider to administer .GE domain name disputes pursuant to the .GE Domain Name Dispute Resolution Policy (the “.GE Policy”), the Rules for .GE Uniform Domain Name Dispute Resolution Policy (the “.GE Rules”) and the WIPO Supplemental Rules for .GE Uniform Domain Name Dispute Resolution Policy (the “Supplemental Rules”);

Accordingly, the present Agreement aims to record the expectations of the Parties concerning .GE domain name dispute resolution services.


1. In consultation with the WIPO Center, the .GE Registry shall adopt the .GE Policy and the .GE Rules, and the WIPO Center shall adopt the corresponding Supplemental Rules. In case the .GE Registry proposes to modify the .GE Policy or the .GE Rules, the .GE Registry shall seek the views of the WIPO Center on such proposed modifications at least ninety (90) calendar days before the date on which such modifications are to come into effect, unless mutually agreed otherwise.

2. The WIPO Center shall administer disputes concerning .GE domain names (including domain names under “.com.ge”, “.edu.ge”, “.net.ge”, “.org.ge”, “.pvt.ge”, “.gov.ge”, “.school.ge”, and others created in the future by the .GE Registry) filed pursuant to the .GE Policy, the .GE Rules and the Supplemental Rules.
3. The WIPO Center will only administer .GE domain name disputes filed in English.
4. The WIPO Center undertakes to serve as a fully independent ADR provider and shall decline any intervention or assistance from the .GE Registry employees and/or members that could imply obligations *vis-à-vis* the administration of proceedings.
5. The .GE Registry shall execute any tasks imposed on the .GE Registry as the registry pursuant to the .GE Policy, the .GE Rules and the Supplemental Rules, including, but not limited to, providing relevant information about a domain name requested by the WIPO Center, applying a Lock of a disputed domain name, and implementing a decision under the .GE Policy.
6. While the .GE Registry shall give effect to the outcome of decisions transmitted by the WIPO Center, the .GE Registry will not be responsible for such outcome itself.
7. It is the responsibility of the WIPO Center to administer disputes and manage proceedings in accordance with the .GE Policy, the .GE Rules and the Supplemental Rules. Except in the case of deliberate wrongdoing, the WIPO Center shall not be liable for any act or omission in connection with any administrative proceeding brought pursuant to the .GE Policy.
8. The present Agreement shall not give rise to any financial obligations between the Parties arising from the execution of the present Agreement.
9. Under no circumstance shall the present Agreement establish a commercial relationship between the Parties; each of the Parties shall be financially responsible for its respective operation.
10. Nothing in the present Agreement may be deemed or interpreted as a waiver of any privileges or immunities accorded to WIPO by its constituent acts or international law.
11. This Agreement shall enter into force on the date of its signature by the Parties.
12. This Agreement shall continue for an indefinite period of time, and may be terminated by either Party with six (6) months prior written notice to the other Party. In the event of the termination of this Agreement, the WIPO Center will stop accepting new complaints related to .GE domain name disputes. In such case the WIPO Center undertakes to complete all pending dispute proceedings in accordance with this Agreement.

- 13. Any provision of this Agreement may be amended at any time by mutual consent of the Parties, formalized through an exchange of letters specifying the date of entry into force of the amendment concerned.
- 14. Any dispute between WIPO and the .GE Registry regarding this Agreement shall be resolved amicably by negotiation between the Parties.

THEREFORE, the Parties in their undersigned representative capacity sign the present Agreement in 2 (two) copies.

Caucasus Online LLC


შპს კავკასუს ონლაინ
კანცელარია
211380833

Giorgi Shanidze
General Director



Date: 01.08.2018
Chancellery
Caucasus Online LLC

World Intellectual Property Organization
(WIPO)



Erik Wilbers
Director
Arbitration and Mediation Center

Date: 13-IV-18