



Advocaten / Avocats

Partners:
 Eric Laevens*
 Bruno Philippaert
 Stelaan Verbauwe
 Kristofal Vermeersch
 Jan Ravelingien*
 Nicole Van Ranst*
 Klaus Heinemann
 Peter Marx*
 Herman Croux*

Council
 Olivier Sassorath
 Philippe Lemaire

Florence de Montpeller
 Vicky Vanpelsghem
 Marc Muer
 Carl Kestens
 Catherine Frilly
 Karlien Clerebaert
 Michiel Bants
 Michiel Dewael
 Pieter Deenynghem
 Jan Vrebos
 Agnien Hennull

Brussels, 6 March 2014,

Per registered letter

& per fax : +1 310 823 8649

Number of pages : 8+21

Dear Mr. Chehadé,
 Dear Mr. Crocker,

RE: **VILLE DE SPA / ".SPA"**
 Our Ref.: 00988590
 Your Ref.: Procedure for the issuing of the new gTLD ".spa"

I in my capacity as attorney of the Belgian city of Spa, I have been instructed by my client to contact you with regard to the attribution procedure of the new gTLD ".spa".

In the framework of ICANN's new gTLD program, there currently remain two pending applications that pertain to the string ".spa", namely

- The Asia Spa and Wellness Promotion Council Limited's (hereunder referred to as "ASWPC"), with ID number 1-1309-81322, and

Marx Van Ranst Vermeersch & Partners
 Burgerlijke vennootschap onder de vorm van een cvba / Société civile sous la forme d'une scrl

Tervurenlaan 270 Av. de Tervueren T +32 2 285 01 00 BTW / TVA BE 0829.955.160 bvba
 Brussel 1150 Bruxelles F +32 2 230 33 39 RPR Brussel / RPM Bruxelles www.mrvp.be

- Foggy Sunset LLC's (from the Donuts group, hereunder referred to as "**Donuts**"), with ID number 1-1619-92115.

As you are already aware of, this string is identical to the name of my client, the city of Spa.

The city of Spa is therefore keen on ensuring that its legitimate rights and interests, as well as those of its citizens and enterprises, are well preserved during the application, the evaluation and the delegation process as well as during the exploitation of the ".spa" registry.

Spa is a geographical name

Spa is the eponymous city that gave its name to the wellness centres that offer water treatments (balneotherapy), also known in the English language as "spa". Since the 14th century, the city is internationally renowned for its healing cold springs, which not only supplies the thermal stations, but also the internationally well-known water manufacture Spadel, which produces, commercialises and exports the "Spa" water. Furthermore, the city is also renowned for its casino, its Formula One grand prix and its music festivals.

The geographic nature of the word "spa" is undeniable and is recognised, including in the USA.

The online dictionary of the famous American publisher Merriam-Webster (from the now US-based group Encyclopaedia Britannica) gives several definitions of the word "spa"¹.

- The first one is a **noun** designating "*a place where water that has many minerals in it comes up naturally from the ground and where people go to improve their health by swimming in, bathing in, or drinking the water*".

The dictionary explicitly specifies that the origin of the word is

*Spa, watering place in Belgium
First Known Use: 1610*

- The second one is a **geographical name**, whose definition is

*town E Belgium
SE of Liège
pop 10,394*

¹ <http://www.merriam-webster.com/dictionary/spa>

The Collins English dictionary follows the same approach in defining "spa"²:

- Spa is first defined as **noun** designating "a mineral spring or a place or resort where such a spring is found".

The word origin is specified as follows:

C17: named after Spa, Belgium

- Spa is then defined as a noun as follows:
a town in E Belgium, in Liège province: a resort with medicinal mineral springs (discovered in the 14th century), Pop: 10 491 (2004 est)

The origin of the word "spa" in English is further reported by the American Professor & PhD Jonathan Paul de Vierville in its article "Where Did Spa Cultures Begin?" published in the online review Insider's Guide to Spas³:

"Spa found its way into the English language through the old Wallon word ESPA meaning fountain.

In 1326 a little village located in the Ardennes Mountain in eastern Belgium attained the name Spa when hot mineral waters were rediscovered and therapeutic baths developed for their medicinal treatments.

Two-hundred and twenty-five years later, in 1551, William Slingsby discovered the sulphur springs of Tewhit at Harrogate in England. He compared these natural sulphur mineral waters to the Spa waters of Belgium and the word stuck. By the early 17th century the Doctor Dean of York published pamphlets on the waters of the English Spa W Fountain at Harrogate, and some years later, Sheridan referred to the Harrogate mineral water resort as a Spa."

In English, "spa" is therefore recognised as a noun whose etymological origin is the name of the city of Spa, and as a geographical name referring to the same city.

It is therefore not a classic case of polysemy, the English common name being a direct derivative of the geographical name.

In other languages such as French or Spanish, the word Spa is only a geographical designation as it solely refers to the city and has no other meaning.

² <http://www.collinsdictionary.com/dictionary/english/spa?showCocklePolicy=true>

³ <http://www.insidersguidetospas.com/features/where-did-spa-cultures-begin/>

In order to further evidence the primary geographical nature of the word, and its etymological link with the English noun "spa", we enclose in annex III to this letter some affidavits from different European authorities and representatives from the thermalism sector.

One should furthermore notice that the geographical nature of the word "spa" has been duly considered in one of the two applications (namely application 1-1309-81322 of the ASWPC).

The GAC's and the applicants' positions

Given the geographic character of the string "SPA", the GAC was right to be concerned about the delegation of the ".spa" and to repetitively urge the applicants to reach an agreement with the city of Spa.

In its Beijing communiqué of 11 April 2013 the GAC advised the ICANN Board to not proceed beyond Initial Evaluation with the "spa" string, and to leave it for further Consideration. This decision had been taken so as to let the applicants contact the city and try to reach an agreement.

Accordingly, the ASWPC and DONUTS have been contacted to negotiate the terms and conditions of a Memorandum of Understanding (hereunder "MoU").

On 12 July 2013, a MoU has been signed between the city of Spa and the ASWPC, a copy of which is enclosed in annex I.

Some exchanges took place with Donuts, who was also provided with a copy of the MoU signed between the ASWPC and the city.

The same draft MoU was proposed to Donuts as a basis of discussion.

However, no agreement has been reached with Donuts.

In its Durban communiqué of 18 July 2013, the GAC agreed to leave the ".spa" application for further consideration and advised the ICANN Board not to proceed beyond initial evaluation until the agreements between the relevant parties are reached.

In its response to the communiqué, the ASWPC stated that it is *"in agreement with the GAC advice (regarding ".SPA") and believe it is important to acknowledge and respect the origins of the term "Spa" which is clearly derived from the name of the town of Spa, Belgium (i.e. its geographical origins linking to the meaning it is used today), as well as to put in place concrete policies to mitigate against abuses"*.



The ASWPC further noted that *"the GAC advice is consistent with the Applicant Guidebook 2.2.1.4.2 Geographic Names Requiring Government Support, Bullet 2, which emphasizes "for purposes associated with the city name" and not necessarily only for the use of or by the city. In the case of ".Spa", all applicants expressed the use of the gTLD for purposes associated with the city name, that is, its present day meaning associated with water treatment and curative powers of mineral waters and general environments promoting health and wellness as it derives from its origins from the City of Spa"*.

The ASWPC was also happy to report that it was the only applicant for the gTLD ".SPA" that had reached an agreement with city as per expressed in the GAC Durban Communiqué and that it was looking forward to proceed (beyond initial evaluation) with the development and implementation of the ".SPA" gTLD for the global spa and wellness community.

In its response to the communiqué, DONUTS stated the following:

"While we plan to continue our dialogue with the city to see if we can finalize an agreement, Donuts will not agree to additional concessions sought by the city, including a financial interest in the TLD.

We are concerned that such an agreement, in addition to being entirely inconsistent with rules of the Applicant Guidebook and global trade disciplines regarding fair use, sets a bad precedent.

[...]

"Spa" is not a geographical name within the meaning of the Guidebook".

[...]

It is unclear whether we will reach agreement with the city, as we found several of the city's demands, including 25% of all net profit from the .SPA TLD, to be unacceptable.

[...]

Donuts did not declare in its application for .SPA that it intends the TLD to be associated with the city. Further, it is clear from the application (and our intent) that the primary purpose of the TLD is not related to the city. As such, ICANN and its independent geographic evaluation panelists did not require city approval of our .SPA application. As such, it is unfair for our application to be intentionally held hostage on the basis of a city government's perceived harm.

The positions of the two applicants are therefore strikingly divergent: whereas the ASWPC acknowledges the geographic character of the



name "spa", the etymology of the English word "spa" and the need to protect the string SPA as it is intrinsically associated with the city name (because the English noun "spa" derives from the city name), DONUTS denies the geographic character of the word and its origins and refuses to perceive the harm that could be caused should the ".spa" be exploited without or with too little regards for the city's legitimate interests.

The city is not seeking any financial interest in the TLD

Furthermore, it must be stressed that the interpretation given by DONUTS to the MoU signed with the ASWPC is contrary to its letter and its spirit.

The clauses of the MoU that are openly criticised by DONUTS are the following (even though Donuts rejected many other clauses of the draft MoU):

The turnover generated by the exploitation of the .SPA registry will be used in priority to defray reasonable out-of-pocket expenses incurred by the City as a result of its participation in the SPARC or any other of its activity related to the management and governance of the .SPA extension.

[The MoU provides indeed that the city will be closely involved in the management of the registry, including by its participation in the .SPA Registry Community Advisory Council (SPARC)]

Additionally, 25% of the net profit generated by the domain names registered in the .SPA registry by any Belgian, Dutch, Luxemburgish, French or German person or entity will be earmarked to be contributed towards Internet and spa & wellness activities development in and for the City of Spa and its region, especially as related to the scope of the ".SPA" TLD, to be directed by the City of Spa. These percentage and geographic scope could be reviewed by mutual agreement should they prove to be unreasonably disproportional in consideration of the global results of the .SPA exploitation.

The city of Spa must insist on the following points:

- The scope of the last quoted paragraph is limited to a very restrictive geographical zone, consisting of Belgium and the countries bordering Belgium. This is the zone where the fame of the city of Spa and of its cultural and thermal-related activities is particularly recognized and influential.
- The 25% of the net profit generated in that zone are not transferred as such to the city, but are earmarked for the spa &

wellness community served by registry ".spa" in the region of Spa.

The rationale of that clause is the city's concerns about the impact of the creation of a ".spa" on its global activities and functioning. In general, any activity of the city is tightly budgeted. As mentioned in the dictionaries quoted above, while the city has an international reputation for its thermal and cultural activities, it remains a small city of more or less 10.000 inhabitants, with the corresponding small operating budgets.

Monitoring a gTLD registry in the interest of the Spa stakeholders is no common task and does not fit in any current administrative setting. It requires specific technical and legal skills that the city does not currently have. Therefore, the creation of a .spa is currently perceived by the city as additional costs, and the management, follow up and compliance with an MoU as additional burdens. The reason of providing such clause to the benefit of the development of the .spa and the spa & wellness activities in the Region of spa is to compensate the extra efforts to be provided by the city in its participation in the management and monitoring of the .spa.

On that regards, one must finally stress the fact that both ASWPC and the city are statutorily or intrinsically non-profit organizations.

An Interpretation Agreement signed by the city and the ASWPC confirms this rationale, which is enclosed in annex II.

It must finally be noted that, to abide by fairness and equity considerations, the city of Spa accepted to insert the following clause in its MoU with the ASWPC:

The City of Spa will not endorse any other application for the .SPA extension that would not grant to the City of Spa protective measures reasonably and substantively similar to the ones provided in this MOU.

Conclusion

Whereas a MoU is signed between the city of Spa and the ASWPC, no agreement could have been reached between the city of Spa and Donuts, as the latter's reductive position has always been to deny the geographic character of the string it applied for, the etymology of the English word "spa" and the particularities of the case. Therefore, Donuts failed to appropriately empathize with the city's legitimate concerns.

Conformingly, the city of Spa invites the ICANN to establish that only the ASWPC's application complies with the GAC's advices and that, therefore, only the ASWPC's application should be moved forward.



I remain at your disposal for any further information you may need on that matter.

*

* *

This letter is sent without prejudice to any and all other rights and remedies which my client may have in connection with the above-referenced matter, which are hereby expressly reserved.

Yours sincerely,



Philippe LAURENT

ANNEXES

- 1- MoU signed by the City of Spa and ASWPC
- 2- Interpretation agreement
- 3- Affidavits



**MEMORANDUM OF UNDERSTANDING BETWEEN
THE ASWPC
AND
THE CITY OF SPA**

I. PARTIES

This document, hereunder referred to as "MOU", constitutes an agreement between

- **Asia Spa and Wellness Promotion Council Limited**

with offices at

Unit 709A, Level 6,
Kelana Park View Tower,
Jalan SS6/2
Petaling Jaya 47301
MALAYSIA

hereinafter referred to as "**ASWPC**",
duly represented by Mr William NG,

and

- **The city of Spa**

With offices at

Ville de SPA
Collège communal de Spa
Rue de l'Hôtel de Ville, 44
4900 SPA

hereinafter referred to as the "**City**",
duly represented by its Communal College,

II. BACKGROUND

Asia Spa & Wellness Promotion Council (ASWPC) is a regional coordinating body for the promotion of spa and wellness centres in Asia. It assists national and regional organisations in promoting spa and wellness centres both inter- and intra-regionally to an audience of wellness tourists, health practitioners and other stakeholders.

In the framework of the ICANN's new gTLD Program, the ASWPC filed an application for a new ".SPA" extension. This application is "community-based", in the sense that it is intended for a community group, namely the community of spa and wellness (which encompasses its industry operators, professionals and practitioners). Such initiative has to be endorsed by established institutions representing the community.



The string ".SPA" is identical to the name of the City of Spa, which gave its name to the wellness centres that offer water treatments (balneotherapy), also known as "spa". Since the 14th century, the City is internationally renowned for its healing cold springs, which not only supplies the thermal stations, but also the internationally well known water manufacture Spadel, which produces, commercialises and exports the "Spa" water. The City is also renowned for its casino, its Formula One grand prix and its music festivals. The City is also member of the European Historic Thermal Towns Association (hereunder "EHTTA"), which gathers more than twenty famous and historic thermal cities across Europe.

Given that the string applied for by the ASWPC corresponds to the name of the City, an agreement as to additional measures that would be adopted and implemented in order to safeguard the rights and interests of the City has been proposed by ASWPC in its application to ICANN.

ASWPC (the applicant for .SPA) and DotAsia Organisation Limited (and its spinoff Namesphere, the outsourced service provider to the applicant) have engaged with the City of Spa, to explore mutually acceptable solutions to the concerns of the City as regards the existence and operation of the .SPA generic Top Level Domain.

III. PURPOSE

The City is keen on ensuring that its rights and interests, as well as those of its citizens and enterprises, are well preserved during the application, the evaluation and the delegation process as well as during the exploitation of the ".spa" registry by the ASWPC, should the latter be successful in its application.

The City is willing to officially support the ASWPC's application, not only in its capacity of rights owner to the geographical name "Spa", but also in its capacity of active member of the community that should be served and represented by the .SPA registry and as member of the EHTTA, on the condition that the ASWPC commits to take, implement and at all time duly respect concrete protective measures which are set forth below to the benefit of the City.

IV. ADDITIONAL PROTECTIVE MEASURES

In order to preserve the legitimate rights and interests of the City of Spa in the framework of the delegation, establishment, operation and exploitation of the ".SPA" new gTLD, the ASWPC commits to the following:

a) Pre-reserved names list



ASWPC will exclusively reserve and grant the City, on a royalty-free basis, a list of maximum 200 strings that are directly related to the activity or the administration of, geographic locations in or around and public or well-known commercial facilities contained in the City, provided that they do not infringe on the rights of others or is in conflict with other prevailing ICANN contractual requirements and Consensus Policies, including but not limited to the Trademark Clearinghouse (TMCH) and respect for human rights provisions.

These domain names shall be irrevocably, immediately and freely reserved under the name of the City even before the sunrise phase and any other registration in the registry, and can be activated by the City at anytime without charges by the registry.

The City shall have the right to discretionarily transfer or delegate any of these domain names to any other party of its choice, provided that the party continues to uphold the requirements and obligations of ".SPA" registrants (including provisions as described in last paragraph of section (c) below), under the terms and conditions that the City sees fit, without violating prevailing ICANN contractual requirements and Consensus Policies.

The current version of the reserved domain names list – to be further completed – is attached to the present as annex 1.

b) Participation of the City of Spa in the management and governance of the repository

Immediately upon delegation of the ".SPA" extension, the City will be involved in the management and governance of the registry.

In general, the City shall have a delegate in any registry management/governance committee that will supervise the registry and adopt and steward the registration policies or any other policy relating to the .SPA.

The City will become, on its own and exclusive behalf, fully and irrevocably Associate of the .SPA Registry Community Advisory Council (SPARC).

Another member of the EHTTA will represent the latter association in the framework of the SPARC, as a full member and Associate, upon EHTTA's request.

c) Registration of domain names related to the City of Spa

Specific language protecting the City will be added to the Terms and Conditions ("T&C") for all Registrants of domain names on the second level of .SPA. These T&C will ensure that Registrants are made aware of their obligations to not register domains in the gTLD .SPA that infringe upon the legal rights of persons or companies based in Spa or express any affiliation to the local governmental administration of the City, in the latter case without the consent of the administration. Registrations in violation of these T&Cs shall be considered as abuses and shall be sanctioned according to the adopted anti-abuse policies.

yes

The registry operator will have its own website containing all the policies and terms and conditions and other useful information in relation to the .SPA gTLD. ASWPC commits to include prominent language on the website for .SPA containing information about the City of Spa as agreed with the City. This language may also contain a disclaimer that the .Spa gTLD is not related to the City aside from re-emphasising the abovementioned terms and conditions.

Registrations that are directly related to the administration of, geographic locations in or around and public or commercial facilities contained in the City, or in general, that would have any link with the City of Spa will be accepted, possibly in derogation of some registration conditions (including the use of the domain name in the framework of an activity that is not related to the spa or wellness communities), with the specific and explicit approval of the City.

d) Compensation and liability

The turnover generated by the exploitation of the .SPA registry will be used in priority to defray reasonable out-of-pocket expenses incurred by the City as a result of its participation in the SPARC or any other of its activity related to the management and governance of the .SPA extension.

Additionally, 25% of the net profit generated by the domain names registered in the .SPA registry by any Belgian, Dutch, Luxemburgish, French or German person or entity will be earmarked to be contributed towards Internet and spa & wellness activities development in and for the City of Spa and its region, especially as related to the scope of the ".SPA" TLD, to be directed by the City of Spa. These percentage and geographic scope could be reviewed by mutual agreement should they prove to be unreasonably disproportional in consideration of the global results of the .SPA exploitation.

The City of Spa will not bear any cost of the exploitation, operation or maintenance of the .SPA registry, nor any other cost related to the .SPA extension.

The City of Spa shall not incur any direct or indirect liability in respect of the delegation and operation of the .SPA, and ASWPC shall indemnify the City for any liability that the City may incur as a result of the delegation and exploitation of the .SPA in the case of gross negligence and/or wilful misconduct by the ASWPC.

e) Registry operator

The ASWPC will not delegate or transfer any of its duties rights or obligations pertaining to the delegation, establishment, operation and exploitation of the .SPA without the prior consent of the City of Spa. Such consent shall not be unreasonably withheld.

If the ASWPC incorporates a company to which some operations pertaining to the .SPA would be delegated, the City of Spa would not oppose the establishment of such company in the City of Spa.



f) **Amendment to the ASWPC's application**

The present MOU will be considered as completing ASWPC's application for the .SPA submitted to the ICANN.

The present MOU or principles included herein will be attached to and make part of the registry agreement to be executed by ASWPC's and ICANN where appropriate.

Any breach of this MOU by the ASWPC that is not cured within thirty (30) days after delivery of notice of such breach by the City will also constitute a "fundamental and material breach" of an ASPWC's covenant in the framework of the Registry Agreement to be executed by ASWPC and ICANN. Accordingly, ICANN will be entitled to terminate the Registry Agreement on such basis, upon reception of the City's substantiated complaint. A copy of the City's complaint will be sent on the same date to the ASWPC, and the parties commit to send the other party copies of any further official correspondence with ICANN relating to the dispute. This provision is without prejudice to any other available remedy by law or equity, whether or not stated in this MOU.

V. ENDORSEMENT FROM THE CITY

In consideration of ASWPC's commitments set forth above, the City of Spa endorses and supports the ASWPC's application for the .SPA extension.

Furthermore, the City of Spa will not endorse any other application for the .SPA extension that would not grant to the City of Spa protective measures reasonably and substantively similar to the ones provided in this MOU.

VI. RELATIONSHIP

Nothing in this MOU is intended to or shall be deemed to establish an exclusive relationship between the parties or to restrict any activities that either party would otherwise be able to undertake.

Nothing in this MOU is intended to or shall be deemed to establish any partnership or joint venture between the parties or constitute any party as an agent of the other party.

Nothing in this MOU create any other relationship or legal interest between the Parties that is not be explicitly provided, including, but not limited to, employer/employee relationship, license of intellectual property or any other exclusive right or title.



Neither Party shall act unjustifiably or arbitrarily to injure particular persons or entities or particular categories of persons or entities.

Both Parties shall act in a non-arbitrary and reasonable manner with respect to any activity related to the .SPA extension,

Notwithstanding anything provided herein to the contrary, the City of Spa explicitly reserves all rights and remedies available by Belgian or any other law towards any person or entity that would infringe its rights or cause it prejudice.

VII. GENERAL

This MOU will become effective when signed by all parties and shall remain in full force and effect as long as the .SPA registry remains operational.

This MOU may be amended at any time by mutual agreement in writing between the parties.

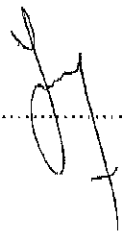
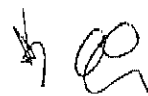
Any dispute, claim or controversy arising out of or relating to this MOU or the breach, termination, enforcement, interpretation or validity thereof, including the determination of the scope or applicability of this MOU to arbitrate, which cannot be resolved by mutual agreement, shall be submitted to the arbitration of CEPANI (Centre Belge d'Arbitrage et de Mediation - Belgian Center for Arbitration and Mediation). The place of arbitration shall be Brussels, Belgium, the language of arbitration shall be English, and Belgian law will be applied.

The parties irrevocably agree that this MOU and any disputes arising under or in any way connected with the subject matter or formation of this MOU shall be governed by and construed in accordance with Belgian law. Each party submits to the exclusive jurisdiction of the courts of Belgium in relation to any disputes or other matters arising out of or in connection with this MOU, which would not be subject to the arbitration as organised in the previous paragraph.

VII. SIGNATURES

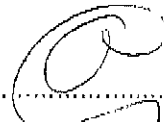
Authorised Signatory for ASWPC

Signature
Name in capitals	William NG
Post	CEO
Date	12 July 2013

Authorised Signatory for the City of SPA

Signature



Name in capitals

Joseph HOUSSA

Marie-Claire FASSIN

Post

BOURGMESTRE

SECRETAIRE COMMUNALE

Date

12 July 2013



ANNEX 1:**LIST OF RESERVED DOMAIN NAMES**

ville.spa	tourisme.spa	thermes.spa
commune.spa	source.spa	casino.spa
villedespa.be	spadel.spa	F1.spa
stad.spa	eau.spa	formulaone.spa
stadt.spa	francofolies.spa	circuit.spa
city.spa	source.spa	coo.spa
town.spa	sources.spa	spa.spa
thermalisme.spa	reine.spa	lesbains.spa
thermes.spa	barisart.spa	spamonopole.spa
bron.spa	mariehenriette.spa	
festivaldetheatre.spa	fetesdelamusique.spa	spatrlbute.spa
theatre.spa	musiqueaspa.spa	tribute.spa
miro.spa	francorchamps.spa	
musee.spa	24h.spa	
golf.spa	museesdelavilledeaux.spa	lacedewarfaaz.spa
aerodrome.spa	museedelalensive.spa	berinzenne.spa
creche.spa	warfaaz.spa	fagne.spa
spawauxhallclub.spa	fraineuse.spa	parcnatureldessources.spa
parcdeseptheures.spa	piscine.spa	wauxhall.spa
placeroyle.spa	tennis.spa	cj.spa
placeverte.spa	pistedeski.spa	pouhon.spa
centreculturel.spa	centredewarfaaz.spa	pierrelegrand.spa
maisondutourisme.spa	liege.spa	heroes.spa
officedutourisme.spa	belgique.spa	heroesspatrlbute.spa
paysdessources.spa	aqualis.spa	belgomania.spa
ardennes.spa	europe.spa	livredor.spa
wallonie.spa	monde.spa	

elixir.spa	bobeline.spa	bois.spa
elixirdespa.spa	rosee.spa	jolites.spa
extraitdespa.spa	boisdespa.spa	fuseau.spa
artdevivre.spa	hestia.spa	petitsjeux.spa
auberge.spa	llgusto.spa	pierre.spa
augraindesel.spa	komcheztol.spa	radisson.spa
balmoral.spa	lagrandemurailledechine.spa	radissonblu.spa
belleepoque.spa	laheiddespairs.spa	relais.spa
brasserie desthermes.spa	lepetitbaigneur.spa	saintjames.spa
brasserie duchemindefer.spa	legrandmaur.spa	sarani.spa
cafedeurope.spa	lepetitgourmet.spa	sauveniere.spa
campinaire.spa	level.spa	soledicapri.spa
capricesdesophie.spa	lido.spa	soyeuru.spa
cardinal.spa	louvre.spa	sunset.spa
brasserie ducasino.spa	majestic.spa	tectis.spa
dolcevita.spa	manoirdelebioles.spa	tonnelet.spa
domino.spa	malchamps.spa	tonnellerie.spa
geronstere.spa	olivier.spa	troisa.spa
harrolds.spa	pavillonchinois.spa	villadesfleurs.spa
havana.spa	pensiondessources.spa	villadeste.spa
cinema.spa	saison.spa	poker.spa
commerces.spa	noel.spa	bingo.spa
hotel.spa	ete.spa	circus.spa
spa.spa	associationdescommercants.spa	barresdespa.spa
restaurant.spa	concert.spa	cheval.spa
jeunesse.spa	ravel.spa	polo.spa
ecole.spa	radio.spa	
pouhonplerrelegrand.spa		

SPA spring related category

eaudespa.spa	spawater.spa
eauminerale.spa	spamineralwater.spa
eauxdespa.spa	spapetillant.spa
spabruisend.spa	spasparkling.spa
spareine.spa	spacitron.spa
spafruit.spa	spabarisart.spa
spamariehenriette.spa	water.spa
eau.spa	wasser.spa

The translations of the names of this category to any official language should also be reserved.



**INTERPRETATION AGREEMENT
REGARDING THE MEMORANDUM OF UNDERSTANDING
BETWEEN THE ASWPC AND THE CITY OF SPA**

I. PARTIES

This document, hereunder referred to as "the Agreement", constitutes an agreement between

- **Asia Spa and Wellness Promotion Council Limited**
with offices at
Unit 709A, Level 6,
Kelana Park View Tower,
Jalan SS6/2
Petaling Jaya 47301
MALAYSIA
hereinafter referred to as "ASWPC",
duly represented by Mr William NG.

and

- **The city of Spa**
With offices at
Ville de SPA
Collège communal de Spa
Rue de l'Hôtel de Ville, 44
4900 SPA
hereinafter referred to as the "City",
duly represented by its Communal College.

II. BACKGROUND

The parties have signed a Memorandum of Understanding (hereunder referred to as the "MoU") on 12 July 2013.

The MoU encompasses the following clauses (hereunder referred to as the "Clauses"):

The turnover generated by the exploitation of the .SPA registry will be used in priority to defray reasonable out-of-pocket expenses incurred by the City as a result of its participation in the SPARC or any other of its activity related to the management and governance of the .SPA extension.

[This first clause is hereunder referred to as "Defrayment Clause"]

Additionally, 25% of the net profit generated by the domain names registered in the .SPA registry by any Belgian, Dutch, Luxemburgish, French or German person or entity will be earmarked to be contributed towards Internet and spa & wellness activities development in and for the City of Spa and its region, especially as

related to the scope of the ".SPA" TLD, to be directed by the City of Spa. These percentage and geographic scope could be reviewed by mutual agreement should they prove to be unreasonably disproportional in consideration of the global results of the .SPA exploitation.

(This second clause is hereunder referred to as the "Earmarking Clause")

III PURPOSE

The purpose of this Agreement is to confirm the interpretation to be given to the Clauses and the rationale thereof.

III INTERPRETATION AGREEMENT

The Parties recognise and confirm that:

- The rationale of the Clauses is the City's concerns about the impact of the creation of a ".spa" on its global activities and functioning. In general, any activity of the City is tightly budgeted. While the City has an international reputation for its thermal and cultural activities, it remains a small city of more or less 10.000 inhabitants, with the corresponding small operating budgets.
- Monitoring a gTLD registry in the interest of the Spa stakeholders does not normally fit in any current administrative setting of the City. It requires specific technical and legal skills that the city does not currently have
- The reason of providing such Clauses to the benefit of the development of the .spa and the spa & wellness activities in the Region of spa is to compensate the extra efforts to be provided by the City in the management and monitoring of the .spa.
- The Defrayment Clause's purpose is to cover any direct expenses incurred by the City in its participation as a SPARC member and in any activity related to the management and monitoring of the gTLD .SPA, for example travel support to participate in committee meetings.
- The Earmarking Clause only applies to a very restrictive geographical zone, consisting of Belgium and the countries bordering Belgium. This is the zone where the fame of the city of Spa and of its cultural and thermal-related activities is particularly recognized and influential. The 25% of the net profit generated in that zone are not transferred as such to the city, but are earmarked for the spa & wellness community served by registry ".spa" in the region of Spa. This clause has been provided and agreed on in order to compensate the resources (in terms of workload and personal efforts) invested by the City in its participation in the management and in the development of the .SPA, which cannot qualify as direct money expenses as covered by the Defrayment Clause as described above.
- The clauses will be applied taking due account to the fact:

- ... that the ASWPC is statutorily a non-profit organization, and
- ... that the City is a public administration.

VII GENERAL

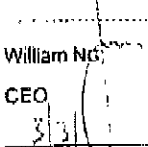
This Agreement will become effective when signed by all parties and shall remain in full force and effect as long as the SPA registry remains operational.

This Agreement may be amended at any time by mutual agreement in writing between the parties.

Any dispute, claim or controversy arising out of or relating to this Agreement or the breach, termination, enforcement, interpretation or validity thereof, including the determination of the scope or applicability of this Agreement to arbitrate, which cannot be resolved by mutual agreement, shall be submitted to the arbitration of CEPANI (Centre Belgo d'Arbitrage et de Mediation - Belgian Center for Arbitration and Mediation). The place of arbitration shall be Brussels, Belgium, the language of arbitration shall be English, and Belgian law will be applied.

The parties irrevocably agree that this Agreement and any disputes arising under or in any way connected with the subject matter or formation of this Agreement shall be governed by and construed in accordance with Belgian law. Each party submits to the exclusive jurisdiction of the courts of Belgium in relation to any disputes or other matters arising out of or in connection with this Agreement, which would not be subject to the arbitration as organized in the previous paragraph.

Authorized Signatory for ASWPC

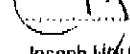
Signature 

Name in capitals William Noels

Post CEO


Date 3/3 2014

Authorized Signatory for the City of SPA/

Signature 

Name in capitals Joseph Houssa Marie-Claire Fasson

Post BOURGMESTRE SECRETAIRE

Date 3/3 2014 



15-01-2014

13:37

DE

MAIRIE EGUISEIM A

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AFFIDAVIT

The undersigned affiant,

[First name and family name]: Claude CENTLIVRE
~~Maire d'EGUISEIM~~

[Function in the Organisation]: _____

of the

[Represented Organisation]: _____

hereunder referred to as the "Organisation",

with registered office at

[Address of the Organisation]: F- 21, Grand'Rue
68420 EGUISEIM
Tel. 89 41 21 78
Fax 89 24 38 50

and whose official (national) language is

[Official language of the Organisation] French

hereby deposes and says:

I am over the age of eighteen, suffer no legal disabilities, have personal knowledge of the facts set forth below, and am competent to testify.

I hereby certify

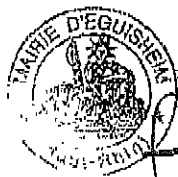
- that the word "spa" refers primarily to the Belgian city of Spa, which is famous for its tourism and thermal activities, and is therefore to be considered as a geographic name;
- that the word "spa" has no other meaning than the name of the Belgian city in our official language; and
- that we consider in our Organisation that the English word "spa" is a direct derivative of the name of the Belgian city "Spa".

Made at [place] Eguiseim

on [date] 15 JAN. 2014 2014

Signature: _____

Official stamp (if applicable):



Claude CENTLIVRE
Maire d'EGUISEIM

AFFIDAVIT

The undersigned affiant,

[First name and family name]: Jean Pierre BLOUET

[Function in the Organisation]: Maire

of the

[Represented Organisation]: Baignades de l'Orme (France)
hereunder referred to as the "Organisation",

with registered office at

[Address of the Organisation]: Château Hôtel de Ville
Allée Alois Jannet
61 1^{er} Baignades de l'Orme

and whose official (national) language is

[Official language of the Organisation] Français

hereby deposes and says:

I am over the age of eighteen, suffer no legal disabilities, have personal knowledge of the facts set forth below, and am competent to testify.

I hereby certify

- that the word "spa" refers primarily to the Belgian city of Spa, which is famous for its tourism and thermal activities, and is therefore to be considered as a geographic name;
- that the word "spa" has no other meaning than the name of the Belgian city in our official language; and
- that we consider in our Organisation that the English word "spa" is a direct derivative of the name of the Belgian city "Spa".

Made at [place] Baignades de l'Orme

on [date] 20 janvier 2014 2014

Signature: _____

Official stamp (if applicable):

Le Maire
Vice-président du Conseil Général
Jean Pierre BLOUET



AFFIDAVIT

The undersigned affiant,

[First name and family name]: LAGARDE (city)

[Function in the Organisation]: MAYOR

of the

[Represented Organisation]: _____

hereunder referred to as the "Organisation",

with registered office at

[Address of the Organisation]: Boulevard Louene
Mairie de La Garde
83130 LA GARDE FRANCE

and whose official (national) language is

[Official language of the Organisation] FRENCH

hereby deposes and says:

I am over the age of eighteen, suffer no legal disabilities, have personal knowledge of the facts set forth below, and am competent to testify.

I hereby certify

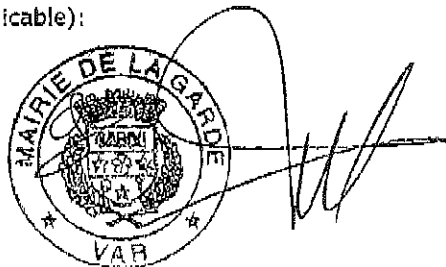
- that the word "spa" refers primarily to the Belgian city of Spa, which is famous for its tourism and thermal activities, and is therefore to be considered as a geographic name;
- that the word "spa" has no other meaning than the name of the Belgian city in our official language; and
- that we consider in our Organisation that the English word "spa" is a direct derivative of the name of the Belgian city "Spa".

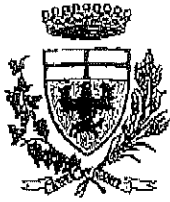
Made at [place] LAGARDE

on [date] 28 Janvier 2014

Signature: _____

Official stamp (if applicable):





COMUNE DI ACQUI TERME

AFFIDAVIT

The undersigned affiant,

[First name and family name]: ENRICO SILVIO BERTERO

[Function in the Organisation]: MAYOR

of the

[Represented Organisation]: COMUNE DI ACQUI TERME

hereunder referred to as the "Organisation",

with registered office at

[Address of the Organisation]: PIAZZA LEVI, 12
15041 ACQUI TERME
ALESSANDRIA ITALIA

and whose official (national) language is

[Official language of the Organisation] ITALIAN

hereby deposes and says:

I am over the age of eighteen, suffer no legal disabilities, have personal knowledge of the facts set forth below, and am competent to testify.

I hereby certify

that the word "spa" refers primarily to the Belgian city of Spa, which is famous for its tourism and thermal activities, and is therefore to be considered as a geographic name;

that the word "spa" has no other meaning than the name of the Belgian city in our official language; and

that we consider in our Organisation that the English word "spa" is a direct derivative of the name of the Belgian city "Spa".

Made at [place] ACQUI TERME

on [date] 27/02 2014

IL SINDACO

Enrico Silvio Bertero

Signature: Bertero

Official stamp (if applicable)



Comune di Gabicce Mare
 Provincia di Pesaro Urbino
 Portoferraio
 Prot. n. 0001212 del 27-01-2014
 Cat. 1 Classe 17

AFFIDAVIT



The undersigned affiant,

[First name and family name]: CORRADO CURTI

[Function in the Organisation]: MAYOR

of the

[Represented Organisation]: GABICCE MARE MUNICIPALITY

hereunder referred to as the "Organisation",

with registered office at

[Address of the Organisation]: VIA C. BATTISTI N°66
01011 GABICCE MARE
ITALY

and whose official (national) language is

[Official language of the Organisation] ITALIANO

hereby deposes and says:

I am over the age of eighteen, suffer no legal disabilities, have personal knowledge of the facts set forth below, and am competent to testify.

I hereby certify

- that the word "spa" refers primarily to the Belgian city of Spa, which is famous for its tourism and thermal activities, and is therefore to be considered as a geographic name;
- that the word "spa" has no other meaning than the name of the Belgian city in our official language; and
- that we consider in our Organisation that the English word "spa" is a direct derivative of the name of the Belgian city "Spa".

Made at [place] GABICCE MARE

on [date] 27 GENNAIO 2014

Signature: *Corrado Curti*

Official stamp (if applicable):

AFFIDAVIT

The undersigned affiant,

[First name and family name]: ANDREA KENDEKES

[Function in the Organisation]: MAYOR'S OFFICE

of the HEAD OF RELATIONS
[Represented Organisation]: INTERNATIONAL OFFICE

hereunder referred to as the "Organisation",

with registered office at

[Address of the Organisation]: BUDAPEST
YAKOSHÁZ U. 9-11.
LI-1052

and whose official (national) language is

[Official language of the Organisation] Hungarian

hereby deposes and says:

I am over the age of eighteen, suffer no legal disabilities, have personal knowledge of the facts set forth below, and am competent to testify.

I hereby certify

- that the word "spa" refers primarily to the Belgian city of Spa, which is famous for its tourism and thermal activities, and is therefore to be considered as a geographic name;
- that the word "spa" has no other meaning than the name of the Belgian city in our official language; and
- that we consider in our Organisation that the English word "spa" is a direct derivative of the name of the Belgian city "Spa".

Made at [place] Budapest

on [date] 14th January 2014

Signature: Kd.

Official stamp (if applicable):





**CITTÀ DI MONTESARCHIO
(PROVINCIA DI BENEVENTO)**

DICHIARAZIONE

Il sottoscritto Francesco DAMIANO, Sindaco di Montesarchio, nato il 4.05.1961 a Montesarchio ed ivi residente in Via Napoli, in qualità di legale rappresentante dell'Ente Comune, con sede legale in Via Roma Montesarchio, provincia di Benevento - Italia - in italiano- lingua nazionale ufficiale,

DICHIARA

di essere maggiorenne, di essere nella piena capacità di intendere e di volere, di avere personale conoscenza dei fatti sotto riportati e di poter dichiarare che la parola "SPA" si riferisce alla città belga di Spa, famosa per il suo turismo e per le attività termali ed è per questo che deve considerarsi un nome geografico.

Che noi consideriamo nel nostro Ente che la parola inglese "spa" è un diretto derivato dal nome della città Belga "SPA".

Montesarchio, lì 28.01.2014



Il Sindaco
Francesco Damiano

TRANSLATION

City of Montesarchio
(Province of Benevento)

Affidavit

I, undersigned Francesco Damiano, Mayor of Montesarchio, born on 4/5/1961 at Montesarchio and residing at Via Napoli, in my capacity of legal representative of the municipality, whose registered office is Via Roma, Montesarchio, province of Benevento, Italy, hereby declare in Italian, official national language,

that I am major, in full capacity of understanding and willingness, and

that I can declare that the word SPA refers to the Belgian city of Spa, known for its tourism and its thermal activities and that such word should therefore be considered as a geographic name.

That we consider in our organism that the English word SPA is a direct derivative of the name of the Belgian city of SPA.

Montesarchio, 28.01.2014

The Mayor
Francesco Damiano