

THE internet CENTRE & SOCIETY FOR



To,

Mr. Fadi Chehade, CEO and President

Sub: Presumptive Renewal of Registry Agreements

In furtherance of ICANN's DIDP process, we would like to request information on ICANN's presumptive renewal clauses for all their agreements with the different registries.

Each registry agreement that ICANN enters into has a clause that provides for 'presumptive renewal'. This effectively implies that unless there is a material breach by the registry operator, or they themselves decide to sell their rights over the domain name, their agreement with ICANN will automatically be renewed, without an opportunity being opened up to anyone else, regardless of whether or not they are better equipped to carry out the registry operator functions. An example of such a clause has been provided below, from the .com registry agreement:

"Section 4.2 **Renewal**. This Agreement shall be renewed upon the expiration of the term set forth in Section 4.1 above and each later term, unless the following has occurred : (i) following notice of breach to Registry Operator in accordance with Section 6.1 and failure to cure such breach within the time period prescribed in Section 6.1, an arbitrator or court has determined that Registry Operator has been in fundamental and material breach of Registry Operator's obligations set forth in Sections 3.1(a), (b), (d) or (e); Section 5.2 or Section 7.3 and (ii) following the final decision of such arbitrator or court, Registry Operator has failed to comply within ten days with the decision of the arbitrator or court, or within such other time period as may be prescribed by the arbitrator or court. Upon renewal, in the event that the terms of this Agreement are not similar to the terms generally in effect in the Registry Agreements of the 5 largest gTLDs (determined by the number of domain name registrations under management at the time of renewal), renewal shall be upon terms reasonably necessary to render the terms of

this Agreement similar to such terms in the Registry Agreements for those other gTLDs. The preceding sentence, however, shall not apply to the terms of this Agreement regarding the price of Registry Services; the standards for the consideration of proposed Registry Services, including the definitions of Security and Stability and the standards applied by ICANN in the consideration process; the terms or conditions for the renewal or termination of this Agreement; ICANN's obligations to Registry Operator under Section 3.2 (a), (b), and (c); the limitations on Consensus Policies or Temporary Specifications or Policies; the definition of Registry Services; or the terms of Section 7.3."

In this respect, we would like to request you for :

1. Documents that reflect discussions explaining the rationale behind introducing such a presumptive renewal clause at the outset.
2. Documents that show the renewal of contracts between ICANN and Verisign relating to the presumptive renewal of the .com and .net domain names, and PIR relating to the .org domain name.

We hope that our request will be processed within the stipulated time period of 30 days. Do let us know if you require any clarifications on our queries.

Thank you very much.

Warm regards,

Padmini Baruah

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