1. Scope

1.1. Terms used in this Temporary Specification are defined in Section 2.

1.2. This Temporary Specification applies to all gTLD Registry Operators and ICANN-accredited Registrars.

1.3. The requirement to comply with, and implement this Temporary Specification modifies and amends the Registry Operator's Registry Agreement and Registrar's Registrar Accreditation Agreement, including any Consensus Policies, regarding the subject matters contained in this Temporary Specification only with respect to the subject matter in conflict, in which case the requirements to comply with, and implement this Temporary Specification SHALL control, unless ICANN determines in its reasonable discretion reaffirmed by the Board that this Temporary Specification SHALL NOT control.

2. Definitions and Interpretation

The terms "MAY", "MUST", "MUST NOT", "REQUIRED", "RECOMMENDED", "SHALL", "SHALL NOT", "SHOULD NOT" and "SHOULD" are used to indicate the requirement level in accordance with RFC 2119, which is available at http://www.ietf.org/rfc/rfc2119.txt.

"Consent", "Controller", "Personal Data", "Processing", and "Processor" SHALL have the same definition as given in Article 4 of the GDPR.

"gTLD" SHALL have the meaning given in the Registrar Accreditation Agreement.

"Interim Model" means the Interim Model for Compliance with ICANN Agreements and Policies in Relation to the European Union's General Data Protection Regulation published at https://www.icann.org/en/system/files/files/gdpr-compliance-interim-model-08mar18-en.pdf

"Registered Name" SHALL have the meaning given in the Registrar Accreditation Agreement.

"Registered Name Holder" SHALL have the meaning given in the Registrar Accreditation Agreement.

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"Registrar Accreditation Agreement" means any Registrar Accreditation Agreement between a Registrar and ICANN that is based on that certain 2013 Registrar Accreditation Agreement approved by the ICANN Board on June 27, 2013 ("2013 Registrar Accreditation Agreement") or any successor to such agreements that is approved by the ICANN Board.

"Registration Data" means data collected from a natural and/or legal person in connection with a domain name registration.

"Registration Data Directory Services" refers to the collection of WHOIS, Web-based WHOIS, and RDAP services.

"Registry Agreement" means any gTLD registry agreement between Registry Operator and ICANN, including any Registry Agreement that is based on the new gTLD Registry Agreement approved by the ICANN Board on 2 July 2013, as amended ("Base Registry Agreement").

If a term is capitalized but not defined in this Temporary Specification, such term SHALL have the meaning given to it in the Registry Agreement or Registrar Accreditation Agreement, as applicable.

Unless otherwise specifically provided for herein, the term "or" SHALL NOT be deemed to be exclusive.

When Registry Operator and Registrar are referenced together in a provision of this Temporary Specification, each such provision represents a separate requirement and obligation of each Registry Operator and each Registrar pursuant to its respective Registry Agreement or Registrar Accreditation Agreement.

3. Policy Effective Date

This Temporary Specification is effective as of _____ .

4. Lawfulness and Purposes of Processing gTLD Registration Data

4.1.   ICANN's mission, as set forth in Bylaws Section 1.1(a), is to "coordinate the stable operation of the Internet's unique identifier systems." Section 1.1 (a) describes in specificity what this mission entails in the context of names. While ICANN's role is narrow, it is not limited to technical stability. Specifically, the Bylaws provide that ICANN's purpose is to coordinate the bottom-up, multistakeholder development and implementation of policies "[f]or which

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5.4. **Data Processing Requirements**. Registry Operator and Registrar MUST comply with the requirements of, and MUST Process Personal Data in accordance with the terms and conditions set forth in Appendix D attached hereto ("**Appendix D**").

5.5. **International Data Transfers between Registry Operator, Registrar, and ICANN**. In the course of performing the requirements under this Temporary Specification, the Registry Agreement, and Registrar Accreditation Agreement, Registry Operator, Registrar and/or ICANN MAY be required to transfer Personal Data to a country that is not deemed adequate by the European Commission per Article 45(1) of the GDPR. In such a case, ICANN, Registry Operator, and/or Registrar MUST transfer Personal Data on the basis of adequate safeguards permitted under Chapter V of the GDPR, including the use of Standard Contractual Clauses (2004/915/EC) (or its successor clauses), and ICANN, Registry Operator and/or Registrar MUST comply with such appropriate safeguards.

5.6. **Uniform Rapid Suspension (URS)**. Registry Operator and Registrar MUST comply with the additional requirements for the 17 October 2013 URS High Level Technical Requirements for Registries and Registrars set forth in Appendix E attached hereto ("**Appendix E**").

5.7. **ICANN Contractual Compliance**. Registry Operator and Registrar MUST provide ICANN access to Registration Data, as requested in writing by ICANN for the purpose of ensuring that Registry Operator and Registrar fulfill the requirements set forth in the Registry Agreement and Registrar Accreditation Agreement, including ICANN Consensus Policies, and this Temporary Specification. Nothing in this subsection shall be construed to require Registry Operators and Registrar to take action that conflicts with applicable law or regulation.

6. Requirements Applicable to Registry Operators Only

6.1. **Bulk Registration Data Access to ICANN**. Registry Operator MUST comply with, and MUST provide ICANN with periodic access to Registration Data in accordance with Appendix G attached hereto ("**Appendix G**").

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7.1.14. Whether the provision of Personal Data is a statutory or contractual requirement, or a requirement necessary to enter into a contract, as well as whether the Registered Name Holder is obliged to provide the Personal Data, and the possible consequences of failure to provide such Personal Data; and

7.1.15. The existence of automated decision-making, including profiling, referred to in Article 22(1) and (4) of the GDPR and, at least in those cases, meaningful information about the logic involved, as well as the significance and the envisaged consequences of such Processing for the data subject.

The requirements of this Section 7.1 shall supersede and replace the requirements of Section 3.7.7.4 of the Registrar Accreditation Agreement.

7.2. **Additional Publication of Registration Data.**

7.2.1. As soon as commercially reasonable unless required to do so sooner in accordance with applicable law or regulations, Registrar MUST provide the opportunity for the Registered Name Holder to provide its Consent to publish the additional contact information outlined in Section 2.3 of Appendix A for the Registered Name Holder.

7.2.2. Unless required to do so in accordance with applicable law or regulations, Registrar MAY provide the opportunity for the Admin/Tech and/or other contacts to provide Consent to publish additional contact information outlined in Section 2.4 of Appendix A.

7.2.3. Where such Consent is sought by Registrar, the request for Consent SHALL be presented in a manner which is clearly distinguishable from other matters (including other Personal Data Processed based on a legitimate interest). The request for Consent SHALL be in an intelligible and easily accessible form, using clear and plain language. The Registered Name Holder SHALL have the right to withdraw its Consent at any time. The withdrawal of Consent SHALL NOT affect the lawfulness of Processing based on Consent obtained before the withdrawal.

13

7.2.4. Registrar MUST publish the additional contact information outlined in Sections 2.3 and 2.4 of Appendix A for which it has received Consent.

7.2.5. Nothing in this Section 7.2 shall be construed to mean that existing Registered Name Holders are not relying on the publication of additional contact information outlined in Sections 2.3 and 2.4 of Appendix A as part of technical and organizational measures ensuring a level of protection appropriate to the risk as Registered Name Holders.

14

2.4. In responses to domain name queries, Registrar and Registry Operator MUST treat the following fields as "redacted" unless the contact (e.g., Admin, Tech) has provided Consent to publish the contact's data:

- Registry Admin/Tech/Other ID
- Admin/Tech/Other Name
- Admin/Tech/Other Organization
- Admin/Tech/Other Street
- Admin/Tech/Other City
- Admin/Tech/Other State/Province
- Admin/Tech/Other Postal Code
- Admin/Tech/Other Country
- Admin/Tech/Other Phone
- Admin/Tech/Other Phone Ext
- Admin/Tech/Other Fax
- Admin/Tech/Other Fax Ext

2.5. In responses to domain name queries, in the value of the "Email" field of every contact (e.g., Registrant, Admin, Tech):

2.5.1. Registrar MUST provide an email address or a URL for the web form to facilitate email communication with the relevant contact, but MUST NOT identify the contact email address or the contact itself.

2.5.1.1. The email address and the URL to the web form MUST provide functionality to forward communications received to the email address of the applicable contact. If Registrar elects to provide a URL for the web form instead of providing an email address to facilitate email communication, Registrar MUST provide the user with the option to verify the successful transmission of said communication at the date and time of transmission through an auto-reply to an email address provided by user for said purpose ("Auto-reply").

2.5.1.2. Registrar MAY implement commercially reasonable safeguards to filter out spam and other form of abusive communications without unreasonably derogating network and information security (e.g., preventing, detecting, and mitigating security incidents), combating financial or other fraudulent use of services, or protecting corporate and

18

consumer trust and safety, including intellectual property rights.

2.5.1.3. It MUST NOT be feasible to extract or derive the email address of the contact from the email address and the URL to the web form provided to facilitate email communication with the relevant contact, including from any Auto-reply.

2.5.2. Registry Operator MUST provide a message substantially similar to the following: "Please query the RDDS service of the Registrar of Record identified in this output for information on how to contact the Registrant, Admin, or Tech contact of the queried domain name." The output MUST provide a URL for said RDDS service.

19

3. **Additional Provisions Concerning Processing Personal Data in Public RDDS Where Processing is not Subject to the GDPR**

Registry Operator and Registrar MAY apply the requirements in Section 2 of this Appendix where it has a commercially reasonable purpose to do so.

4. **Access to Non-Public Registration Data**

4.1. Registrar and Registry Operator MUST provide access to Personal Data in Registration Data for the purposes of the legitimate interests pursued by a third party, except where such interests are overridden by the interests or fundamental rights and freedoms of the Registered Name Holder or data subject which require protection of personal data, in particular where the data subject is a child, pursuant to Article 6(1)(f) GDPR. Nothing in this subsection shall be construed to require Registry Operators and Registrar to take action that conflicts with applicable law or regulation.

4.2. Notwithstanding Section 4.1 of this Appendix, Registrar and Registry Operator MUST provide reasonable access to Personal Data in Registration Data to a third party where the Article 29 Working Party/European Data Protection Board, court order of a relevant court of competent jurisdiction, applicable legislation or regulation has provided guidance that the provision of specified non-public elements of Registration Data to a specified class of third party for a specified purpose is lawful. Registrar and Registry Operator MUST provide such reasonable access within 90 days of the date ICANN publishes any such guidance, unless legal requirements otherwise demand an earlier implementation.

5. **Publication of Additional Data Fields**

Registrar and Registry Operator MAY output additional data fields, subject to the Data Processing requirements in **Appendix D**.

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Annex: Important Issues for Further Community Action

While the Temporary Specification provides modified requirements to the Registry and Registrar Accreditation Agreements and relevant consensus policies to address the immediate needs of GDPR compliance, the ICANN Board encourages the community to consider the implementation items set forth below that need to be resolved as quickly as possible after the effective date of the Temporary Specification.

1. Pursuant to Section 4.4, continuing community work to develop relevant and applicable accreditation schemes and/or codes of conduct as contemplated by GDPR as a recognized means to demonstrate GDPR compliance.

2. Addressing the feasibility of requiring unique contacts to have a uniform anonymized email address across domain name registrations at a given Registrar, while ensuring security/stability and meeting the requirements of Section 2.5.1 of Appendix A.

3. Developing methods to provide potential URS and UDRP complainants with sufficient access to Registration Data to support good-faith filings of complaints. Nothing herein is intended to suggest or imply that a domain name could not in effect, be "locked down" via a UDRP or URS filing naming "REDACTED FOR PRIVACY" and then suspending the proceeding for purposes of exercising related rights under Section 4.1 of Appendix A. Furthermore, nothing herein is intended to suggest or imply that a UDRP or URS Provider is prohibited from disclosing reasonably needed Personal Data contained in Registration Data to a complainant for purposes of satisfying due process in a pending proceeding. Appendix D will need to be considered.

4. Reasonably standardizing to the extent practicable how to measure and monitor abuse when it comes to the requirements to comply with, and implement this Temporary Specification.

5. Consistent process for continued access to Registration Data, including non-public data, for users with a legitimate purpose, until the time when relevant and applicable accreditation schemes and codes of conduct are available to demonstrate compliance with GDPR.

6. Distinguishing between legal and natural persons to allow for public access to the Registration Data of legal persons, which are not in the remit of the GDPR.

7. Limitations in terms of query volume envisaged under an accreditation program balanced against realistic investigatory cross-referencing needs.

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8.   Confidentiality of queries for Registration Data by law enforcement authorities.

9.   How to ensure that rate-limiting will not frustrate the functionality of gated access for legitimate interests as protected pursuant to Appendix A, Section 4.1, while still ensuring that such needs are not overridden by the interests or fundamental rights and freedoms of the Registered Name Holder or data subject which require protection of personal data pursuant to GDPR

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