



gTLD Compliance Program

Contractual Compliance

Contractual Compliance Process Guidelines and Clarifications

Informal Resolution Process Guidelines

Notice

- Sent regarding an alleged area of noncompliance
- Proactive compliance monitoring (if above applies)
- Complaint from third party (upon validation)

Note: Subject line will indicate whether Notice or Inquiry

VS

Inquiry

- Information gathering is required
- No known compliance violation
- Proactive compliance monitoring effort (if above applies)

Note: Non-response to Inquiry may result in a Notice

Escalated compliance notices apply to compliance matters that:

- ⦿ Require immediate resolution
- ⦿ Are a repeat of a matter that was claimed to be previously cured
- ⦿ Are grounds for termination (e.g., insolvency, conviction, stability issue)

Informal Resolution Process – Clarifications

- ⦿ Deadlines are generated on UTC time
- ⦿ Due dates advance at 00:00 UTC
- ⦿ Staff processing across 3 global hubs
 - ⦿ Notices or inquiries sent on same day may have different deadlines

Informal Resolution Process – Clarifications

NOTE: Early response allows for follow up and collaboration

- ⦿ ICANN will generally send a follow up for:
 - ⦿ Insufficient response received before due date and time remains
 - ⦿ Insufficient response received early and ICANN review/response past due date
 - ⦿ Extension requested by contracted party by due date (with reason)
 - ⦿ Clarification requested by contracted party before due date
- ⦿ ICANN will advance to next phase for:
 - ⦿ No response from contracted party
 - ⦿ Insufficient response received near or on due date

Informal Resolution Process – Contacts

ICANN staff uses various contacts in the informal resolution process

- ◉ Registrars: 1-2-3 notices sent to designated email contacts depending on complaint type; primary contact is also copied on 3rd notice and sent 3rd notice fax
- ◉ Registries: 1-2-3 notices and 3rd notice fax sent to compliance contact; primary contact and legal notice contact also copied on 3rd notice
- ◉ Reminder calls are made to contracted parties after 2nd and 3rd notices (if response is insufficient)
 - ◉ Primary contact for registrars and compliance contact for registries
 - ◉ Telephone numbers are encouraged to be direct lines (rather than general customer service lines), with voicemail

Communicating With ICANN

Tips for communicating with ICANN Contractual Compliance

- ⦿ Whitelist emails from icann.org
- ⦿ Check that your mail servers are not blocking emails from ICANN
- ⦿ Reply to compliance notices ASAP and state what you are doing
 - ⦿ Ensure all questions are answered and documents provided
 - ⦿ But no later than notice deadline
 - ⦿ Early response allows for follow up and collaboration if insufficient
- ⦿ Do not change the subject lines in any way when responding to compliance notices
- ⦿ Make sure response + attachments are less than 4 MB size total

Contractual Obligations Guidelines

Registry Program Scope

- ◉ The [Registry Agreement](#) and applicable [Consensus Policies](#)
- ◉ The Dispute Resolution Procedures
 - ◉ Public Interest Commitments
 - ◉ Community Registration Restrictions
 - ◉ Trademark Post-Delegation
 - ◉ Uniform Rapid Suspension
- ◉ The Sunrise Processes
- ◉ The Claims Services Processes
- ◉ The Audit is limited to the representations and warranties in Article 1, and the covenants in Article 2

Selected Obligations Due Upon Signing of the RA

- ⦿ Comply with Temporary & Consensus Policies, as applicable (Spec 1)
- ⦿ Reserve Special Domain Names (Spec 5)
- ⦿ Meet Interoperability/Continuity Standards(Spec 6)
- ⦿ Implement [Rights Protection Mechanisms](#) (Spec 7)
- ⦿ Maintain [Continued Operations Instrument](#) (Spec 8)
- ⦿ Comply with [Code of Conduct](#) (Spec 9)
- ⦿ Comply with [Public Interest Commitments](#) (Spec 11)
- ⦿ Implement [Community Registration Policies](#), as applicable (Spec 12)
- ⦿ Pay [Registry RPM Access Fees](#) (Article 6)
- ⦿ Comply with Name-Collision Occurrence Assessment

Selected Obligations Due Upon Delegation

- ⦿ Ensure Daily Escrow Deposits are made and that Escrow Agent delivers daily verification notifications (Spec 2) & Registry notifies ICANN
- ⦿ Submit Monthly Reports (Spec 3)
- ⦿ Operate a WHOIS service & web-based RDDS per Spec 4
- ⦿ Grant access to ICANN of daily Zone File (Spec 4, Section 2.3)
- ⦿ Grant access to ICANN of weekly Thin Registration Data (Spec 4, Section 3)
- ⦿ Maintain Registry Performance (Spec 10)

Comply with Temporary & Consensus Policies

- ⦿ Consensus Policies are developed by the community and adopted by the ICANN Board
- ⦿ Temporary Policies are ICANN Board-established specifications or policies necessary to maintain stability or security of Registrar Services, Registry Services, DNS or Internet

Data Escrow Requirements

Specification 2 of Registry Agreement

- ⦿ Daily deposits by Registry Operator
 - ⦿ Sunday: full deposits to Data Escrow Agent by 23:59 UTC
 - ⦿ Full deposit consists of entire set of registry database objects as defined
 - ⦿ Monday-Saturday: differential deposits by 23:59 UTC (or full deposit)
 - ⦿ Differential deposit includes all registry database objects created, deleted or updated since previous full or differential deposit
- ⦿ Registry Reporting Interface (RRI):
 - ⦿ Registry Operator must ensure Data Escrow Agent sends daily status notifications to ICANN per Specification 2, Part B, Section 7
 - ⦿ Registry Operators also sends daily notification of deposit to ICANN per Specification 2, Part A, Section 7

Data Escrow Requirements (continued)

Compliance Data Escrow Ongoing Activities

- ◉ To ensure Registry Operators are complying with data escrow (DE) provisions of registry agreement per Section 2.3 and Specification 2
- ◉ Review DE agent (DEA) notifications to ICANN - DEA verifies format and completeness of each deposit and notifies ICANN via Registry Reporting Interface (RRI)
- ◉ Review Registry Operator notifications to ICANN – Registry Operators notify ICANN via RRI, provide report generated upon deposit and states deposit was inspected by Registry Operator and is complete and accurate
- ◉ Review list of newly delegated gTLDs – staff ensures newly delegated gTLDs commence depositing by verifying exception report against RRI onboarding status

Data Escrow Requirements (continued)

Compliance Data Escrow Audit Activities

- ⦿ For the selected Registry Operators, ICANN verifies that:
 - ⦿ The number of domains agrees between data escrow file, gTLD zone file and monthly per-registrar transaction report
 - ⦿ Format and content of sampling of domain registration information agrees across data escrow file, bulk registration file and public Whois information

Monthly Reporting

Complying with Monthly Reporting requirements

- ◉ Specification 3 of the registry agreement
- ◉ Two reports are required: Registry Functions Activity and Per Registrar Transaction Report
- ◉ Registry operator must provide one set per TLD, using API described in draft-lozano-icann-registry-interfaces, see Specification 2, Part A, Section 9, reference 5
- ◉ Reports are required to be uploaded by 20th day of month for any prior month TLD is delegated
 - ◉ Even if TLD is delegated on last day of the month (e.g., TLD delegated 31 October, October reports must be uploaded by 20 November)

Reserved Names

Article 2.6 & Specification 5 of the Registry Agreement

- ⦿ In part for Registry Operations and Marketing
- ⦿ Other Requirements
 - ⦿ Two-character labels at the second level (unless otherwise approved by ICANN)
 - ⦿ Names on the list of Inter-governmental organizations (IGO), at the second level
 - ⦿ Names on the list of International Olympic Committee, International Red Cross & Red Crescent, at the second level
 - ⦿ Country and Territory names at all levels (and IDN variants as applicable)

Registry Interoperability & Continuity Specifications

Specification 6 of the Registry Agreement

- ◉ Compliance with Standards: DNS, EPP, DNSSEC, IDN, IPv6, IDN Tables
 - ◉ Comply with relevant Request For Comments (RFC) and ICANN IDN Guidelines
 - ◉ Sign the TLD zone files implementing Domain Name System Security Extensions (“DNSSEC”) sign its TLD zone files implementing Domain Name System Security Extensions
 - ◉ Accept IPv6 addresses as glue records in its Registry System and publish them in the DNS
- ◉ gTLD Registry Advisory for Correction of non-compliant ROIDs:
<https://www.icann.org/resources/pages/correction-non-compliant-roids-2015-08-26-en>

Registry Interoperability & Continuity Specifications

Specification 6 of the Registry Agreement

- ◉ Comply with Approved Registry Services & Wildcard Prohibition
- ◉ Establish a Business Continuity Plan & Conduct Annual Testing
- ◉ Publish Abuse Contact Data & Establish Process for Malicious Use of Orphan Glue Records
- ◉ Requirements about Initial & Renewal Registrations
- ◉ Comply with Name Collision Occurrence Management

Name Collision, Controlled Interruption (CI)

Complying with Assessment Letter(s) and Approved CI Methodologies

- ⦿ Ensure compliance with Wildcarded Controlled Interruption or Wildcarded Second Level Domain (SLD) Controlled Interruption
 - ⦿ 4 Aug 2014 Assessment letter
 - ⦿ 12 Sep 2014 SLD Variations Letter
- ⦿ Ensure zone files are available for ICANN review
- ⦿ Ensure no SLDs on the SLD Block List are delegated
- ⦿ Remove Pre-Delegation Testing (PDT) domains from zone file

Name Collision, Controlled Interruption (CI)

1

TLDs delegated on or after 18 Aug 2014

- ⦿ No activation of names (other than nic.tld) for 90 days after delegation
- ⦿ The TLD chooses when to start Controlled Interruption
- ⦿ Implement CI per Section 1 of Name-Collision Occurrence Assessment (the “Assessment”)

2

TLDs delegated before 18 Aug 2014 and names activated other than nic.tld

- ⦿ The TLD chooses when to start CI; meanwhile, blocking SLDs on Alternate Path to Delegation (APD) List
- ⦿ Once CI starts, implement per Section II of Assessment and 12 Sep 2014 SLD Controlled Interruption Variations
- ⦿ After CI period ends, may release APD List per Section II (c) of Assessment

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TLDs delegated on or after 18 Aug 2014 and no names activated, other than nic.tld

- ⦿ The TLD chooses when to start Controlled Interruption
- ⦿ Choose whether to follow Section I or II of the Assessment
- ⦿ Implement CI per the chosen section of the Assessment

TMCH Rights Protection Mechanisms (RPM)

Specification 7 of the Registry Agreement

- ⦿ Comply with Trademark Clearinghouse Rights Protection Mechanisms Requirements
- ⦿ Comply with all dispute resolution procedures
 - ⦿ Uniform Rapid Suspension
 - ⦿ Lock domain within 24 hours of notice by URS provider and perform actions required upon notification of URS decision
 - ⦿ Registry Restriction Procedure and Trademark-Post Delegation Procedure
 - ⦿ Perform remedial actions if reporter of dispute prevails

Improper Allocation / Earmarking

Trademark Clearinghouse RPM Requirements Sections 2.1.1 & 2.2.4

- ⦿ Definition: to “Allocate” is to “designate, assign, or otherwise earmark” a Domain Name
- ⦿ Subject to exceptions, Registry Operator cannot Allocate name to registrant that is not a Sunrise-eligible rights holder prior to Allocation or registrations of all Sunrise-Registrations
- ⦿ Improper Allocation occurs regardless of sunrise preemption or whether the earmarked name was converted to a registration

Uniform Rapid Suspension

Specification 7 of the Registry Agreement

- ⦿ Registry must lock domain in dispute under URS within 24 hours of receipt of Notice of Lock from URS Provider
 - ⦿ If URS Provider submits complaint to ICANN, 1-2-3 expedited notices (24 hours each) to Registry Operator
- ⦿ Registry must perform steps in Section 10.2 of URS procedure upon receipt of URS Determination in favor of complainant
 - ⦿ ICANN enforces based on report by complainant that prevailed

Uniform Rapid Suspension

Complying with lock and suspension requirements

- ◉ Within 24 hours of receiving notice of complaint from URS provider, Registry Operators must lock the domain
 - ◉ Restrict all changes to registration data – including transfer and deletion
- ◉ Registry Operator must notify the URS provider immediately upon lock
- ◉ Upon receipt of determination, Registry Operator immediately suspends name and redirects nameservers to Provider's informational URS site
 - ◉ Whois shall reflect the name is not able to be transferred, deleted or modified for the life of the registration
- ◉ Lock, suspension and notification requirements must be met regardless of weekends, holidays or other absences

Registration Restriction Dispute Resolution Procedure

Specification 7 of the Registry Agreement

- ⦿ Comply with community registration policies per Article 2.19 and Specification 12
- ⦿ ICANN conducts preliminary review of complaint to ensure it is complete, has claim of non-compliance with at least one registration restriction and that reporter is in good standing
- ⦿ If report passes initial review, complaint is sent to Registry Operator; if dispute remains unsettled reporter may file complaint with approved Service Provider

Continued Operations Instrument (COI)

Specification 8 of the Registry Agreement

- ⦿ COI for sufficient financial coverage of critical registry functions of Section 6 of Specification 10 (EBERO Thresholds)
 - ⦿ 6 years from effective date of Registry Agreement
 - ⦿ If terminated or not renewed, required to obtain replacement COI
- ⦿ No amendment without ICANN approval
<https://www.icann.org/news/announcement-3-2015-09-15-en>
- ⦿ Subject to review and/or audit to determine sufficiency based on number of domains under management
 - ⦿ EBERO agreement fee table provides guidance

COI Guidance – EBERO Agreement Fee Table

<https://www.icann.org/resources/pages/ebero-2013-04-02-en>

EXHIBIT D-1
Standard Emergency Event Fee Table

DUM	EBERO Fee	DUM	EBERO Fee	DUM	EBERO Fee	DUM	EBERO Fee	DUM	EBERO Fee
1	\$ 18,000								
500	\$ 18,000	30,500	47,826	60,500	92,016	90,500	\$ 128,016	120,500	\$ 154,496
1,000	\$ 18,000	31,000	48,636	61,000	92,616	91,000	\$ 128,616	121,000	\$ 154,864
1,500	\$ 18,000	31,500	49,446	61,500	93,216	91,500	\$ 129,216	121,500	\$ 155,231
2,000	\$ 18,000	32,000	50,256	62,000	93,816	92,000	\$ 129,816	122,000	\$ 155,599
2,500	\$ 18,000	32,500	51,066	62,500	94,416	92,500	\$ 130,416	122,500	\$ 155,967
3,000	\$ 18,000	33,000	51,876	63,000	95,016	93,000	\$ 131,016	123,000	\$ 156,335
3,500	\$ 18,000	33,500	52,686	63,500	95,616	93,500	\$ 131,616	123,500	\$ 156,703
4,000	\$ 18,000	34,000	53,486	64,000	96,216	94,000	\$ 132,216	124,000	\$ 157,070
4,500	\$ 18,000	34,500	54,306	64,500	96,816	94,500	\$ 132,816	124,500	\$ 157,438
5,000	\$ 18,000	35,000	55,116	65,000	97,416	95,000	\$ 133,416	125,000	\$ 157,806
5,500	\$ 18,000	35,500	55,926	65,500	98,016	95,500	\$ 134,016	125,500	\$ 158,174
6,000	\$ 18,000	36,000	56,736	66,000	98,616	96,000	\$ 134,616	126,000	\$ 158,542
6,500	\$ 18,000	36,500	57,546	66,500	99,216	96,500	\$ 135,216	126,500	\$ 158,909
7,000	\$ 18,000	37,000	58,356	67,000	99,816	97,000	\$ 135,816	127,000	\$ 159,277
7,500	\$ 18,000	37,500	59,166	67,500	100,416	97,500	\$ 136,416	127,500	\$ 159,645
8,000	\$ 18,000	38,000	59,976	68,000	101,016	98,000	\$ 137,016	128,000	\$ 160,013
8,500	\$ 18,000	38,500	60,786	68,500	101,616	98,500	\$ 137,616	128,500	\$ 160,381
9,000	\$ 18,000	39,000	61,596	69,000	102,216	99,000	\$ 138,216	129,000	\$ 160,748
9,500	\$ 18,000	39,500	62,406	69,500	102,816	99,500	\$ 138,816	129,500	\$ 161,116
10,000	\$ 18,000	40,000	63,216	70,000	103,416	100,000	\$ 139,416	130,000	\$ 161,484
10,500	\$ 18,697	40,500	64,026	70,500	104,016	100,500	\$ 139,784	130,500	\$ 161,852
11,000	\$ 19,394	41,000	64,836	71,000	104,616	101,000	\$ 140,152	131,000	\$ 162,220
11,500	\$ 20,092	41,500	65,646	71,500	105,216	101,500	\$ 140,519	131,500	\$ 162,587
12,000	\$ 20,789	42,000	66,456	72,000	105,816	102,000	\$ 140,887	132,000	\$ 162,955
12,500	\$ 21,486	42,500	67,266	72,500	106,416	102,500	\$ 141,255	132,500	\$ 163,323
13,000	\$ 22,183	43,000	67,860	73,000	107,016	103,000	\$ 141,623	133,000	\$ 163,691
13,500	\$ 22,880	43,500	68,886	73,500	107,616	103,500	\$ 141,991	133,500	\$ 164,059
14,000	\$ 23,578	44,000	69,696	74,000	108,216	104,000	\$ 142,358	134,000	\$ 164,426
14,500	\$ 24,275	44,500	70,506	74,500	108,816	104,500	\$ 142,726	134,500	\$ 164,794
15,000	\$ 24,972	45,000	71,316	75,000	109,416	105,000	\$ 143,094	135,000	\$ 165,162
15,500	\$ 25,669	45,500	72,126	75,500	110,016	105,500	\$ 143,462	135,500	\$ 165,530
16,000	\$ 26,366	46,000	72,936	76,000	110,616	106,000	\$ 143,830	136,000	\$ 165,898
16,500	\$ 27,064	46,500	73,746	76,500	111,216	106,500	\$ 144,197	136,500	\$ 166,265
17,000	\$ 27,761	47,000	74,556	77,000	111,816	107,000	\$ 144,565	137,000	\$ 166,633

Code of Conduct

Specification 9 of the Registry Agreement

- ⦿ Provide registrars equal access to Registry Services
- ⦿ No front-running
- ⦿ Requirements for Registry Operators with cross-ownership
 - ⦿ Must prevent unauthorized disclosures of Personal Data by Affiliated Registrar
 - ⦿ By 20 January of each year: submit Code of Conduct Certification to ICANN signed by TLD Executive and with results of review
 - ⦿ Separate legal entities and separate accounting books

Annual Compliance Certification

Complying with requirement to submit Annual Certification of Compliance and conduct internal review of Registry Operator

- ◉ Who Executes the Certification

- ◉ “an executive officer of the Registry Operator”

- ◉ What to Submit

- ◉ Certification of Continued Compliance with Specification 13
- ◉ Certification of Continued Compliance with Exemption
- ◉ Certification of Continued Compliance with Specification 9
 - ◉ If Registry Operator or Registry Related Party operates as a provider of registrar or registrar-reseller services and no Specification 13 or Exemption status granted

Annual Compliance Certification (continued)

- ⦿ Registry Related Party (Specification 9):
 - ⦿ Parent or subsidiary
 - ⦿ Affiliate - person/entity that controls, is controlled by or is under common control (Section 2.9(c))
 - ⦿ Subcontractor (e.g., service providers)
 - ⦿ Other related entity
- ⦿ Notification of Affiliation to ICANN required by Registry Operator (Section 2.9(b)) and registrar (2013 RAA Section 3.21)
- ⦿ Internal review at least once per calendar year to ensure compliance – Certification and review results due by 20 January each year
- ⦿ Requirement to conduct review and submit certification (if applicable) is effective upon signing Registry Agreement/Specification 13/Exemption
 - ⦿ Not dependent on delegation, operation or registrations

Preferential Treatment Of Registrars Prohibited

- ⦿ Preferential treatment is prohibited
- ⦿ Potentially relevant provisions of Registry Agreement:
 - ⦿ 2.9(a) (non-discriminatory access to Registry Services by registrar and use of a uniform non-discriminatory agreement with all registrars)
 - ⦿ 2.10 (requiring pricing notification and uniform renewal pricing to registrars, and requirement that all registrars be provided the same opportunity to qualify for discounted Renewal Pricing)
 - ⦿ Specification 9 Code of Conduct (prohibiting preference to registrar for operational access to registry systems and related registry services)
- ⦿ Fact-based compliance determinations made on case-by-case basis
- ⦿ Variable circumstances may exist:
 - ⦿ Sponsorship of corporate event
 - ⦿ Reaching certain sales milestones
 - ⦿ Other?

Public Interest Commitments

Specification 11 of the Registry Agreement

- ⦿ Comply with mandatory and voluntary (as applicable) commitments
- ⦿ ICANN compliance can enforce PICs regardless of whether a PIC-DRP is filed.
- ⦿ PIC-DRP: ICANN conducts preliminary review of complaint to ensure it is complete, has a claim of non-compliance with at least one commitment, and that reporter is in good standing
- ⦿ Registry and reporter have 30 days to resolve dispute; if unsettled ICANN investigates or defers to Standing Panel
- ⦿ Standing panel has 15 days to return a decision to ICANN
- ⦿ If reporter prevails ICANN sends notice of breach to Registry Operator and it has 30 days to cure

Public Interest Commitments (continued)

- ⦿ Registry and reporter have 30 days to resolve dispute; if unsettled ICANN investigates or defers to Standing Panel
- ⦿ Decision to invoke panel case-by-case determination:
 - ⦿ Complexity of alleged violations
 - ⦿ Potential impact on community
 - ⦿ Size of Registry Operator
 - ⦿ Which PIC(s) are allegedly violated
 - ⦿ How allegations relate to ICANN's mission of stability/security
 - ⦿ Other factors raised by PIC report or responses
- ⦿ Standing panel has 15 days to return a decision to ICANN
- ⦿ If reporter prevails ICANN sends notice of breach to Registry Operator and it has 30 days to cure

Public Interest Commitments (continued): Security Reports Common Practices

Specification 11, Section 3b Security Threat Technical Analysis and Reporting

- ⦿ Analyses performed by external party or internally by Registry Operator / Registry Service Provider
- ⦿ Statistical reports most commonly include:
 - ⦿ Number of domain names reviewed during analysis
 - ⦿ List of domain names with potential threats
 - ⦿ Type of the threat identified - malware, botnets
 - ⦿ Type of actions taken in response to threats
 - ⦿ Status (open/pending/closed) and statistics on actions taken
 - ⦿ Additional details on threats such as IP address, geographic location and registrant information
 - ⦿ Trends and alerts
- ⦿ Most common periodicity was daily reporting

Community Registration Policies

Specification 12 of the Registry Agreement

- ⦿ Criteria for eligibility to register names
- ⦿ Methods for validating Community eligibility
- ⦿ Required to be member of specified Community
- ⦿ Procedures for resolution of disputes concerning compliance with TLD registration policies

Whois Service & RDDS

Specification 4, Section 1 of the Registry Agreement

- ⦿ Operate a Whois service
- ⦿ Operate a web-based Registration Data Directory Service
- ⦿ Advisory on Whois Clarifications
<https://www.icann.org/resources/pages/registry-agreement-raa-rdds-2015-04-27-en>
- ⦿ Additional Whois Information Policy (AWIP) Consensus Policy:
<https://www.icann.org/resources/pages/policy-awip-2014-07-02-en>

Zone File Access

Specification 4, Section 2 of the Registry Agreement

- ⦿ Must provide to ICANN, bulk access to the zone files by 00:00:00 UTC
- ⦿ Must provide zone data to end users who request it through the Centralized Zone Data Service (CZDS)

Zone File Access Requirements (CZDS)

Replying to Requests & Reasons for Denial under Specification 4

- ⦿ Agreement is not explicit on when gTLD must reply to requests for access
 - ⦿ Be reasonable, open and transparent
 - ⦿ Establish, publish and adhere to policy that informs requestors by when to reasonably expect a response
 - ⦿ ICANN inquiry forwards user complaints about pending requests
- ⦿ Reasons for denying access under Specification 4:
 - ⦿ Failure to satisfy credentialing requirements of Section 2.1.2
 - ⦿ Incorrect or illegitimate credentialing requirements of Section 2.1.2
 - ⦿ Reasonable belief requestor will violate terms of Section 2.1.5

Weekly Access to Thin Registration Data

Specification 4, Section 3 of the Registry Agreement

- ⦿ Registry Operators must provide ICANN weekly bulk access to registration data upon delegation of top-level domain
- ⦿ Access required at 00:00:00 UTC on day of week specified by ICANN during onboarding via Onboarding Information Request (ONBIR)
- ⦿ Data includes data committed as of 00:00:00 UTC on day prior to designated access day

Maintain Registry Performance

Specification 10 of the Registry Agreement

- ⦿ Meet the service level outlined in the Service Level Agreement matrix of Specification 10
- ⦿ Maintain records for a period of at least one year

SLA Monitoring Communications: DNS/DNSSEC

Trigger:	Communication type:	Means:	To RO Contacts:
Initial incident (3 min of downtime)	Compliance Escalated Notice	Auto Email + Efax + Call	<u>Email</u> : Primary, Legal, Compliance, Technical, 3 Emergency contacts, 2 Backend Technical contacts <u>Efax</u> : Compliance contact <u>Call</u> : Compliance contact
10%, 25%, 50%, 75%, & 100%	Tech Svcs SLA Monitoring Alert	Auto Email + Auto Call	<u>Email</u> : Compliance, Technical, 3 Emergency contacts, 2 Backend Technical contacts <u>Call</u> : Any of 3 Emergency contacts
100%	Semi-automated Compliance Breach Notice (upon validation)	Manual Email + Efax + Courier + Web	<u>Email</u> : Primary, Legal, Compliance contacts <u>Efax</u> : Legal contact <u>Courier</u> : Legal contact <u>Web</u> : Breach published on icann.org

SLA Monitoring Communications: RDDS

Trigger:	Communication type:	Means:	To RO Contacts:
10%, 25%, 50%, 75%, & 100%	Tech Svcs SLA Monitoring Alert	Auto Email + Auto Call	<u>Email</u> : Compliance, Technical, 3 Emergency contacts, 2 Backend Technical contacts <u>Call</u> : Any of 3 Emergency contacts
75%	Compliance Escalated Notice	Auto Email + Efax + Call	<u>Email</u> : Primary, Legal, Compliance contacts <u>Efax</u> : Compliance contact <u>Call</u> : Compliance contact
100%	Semi-automated Compliance Breach Notice (upon validation)	Manual Email + Efax + Courier + Web	<u>Email</u> : Primary, Legal, Compliance contacts <u>Efax</u> : Legal contact <u>Courier</u> : Legal contact <u>Web</u> : Breach published on icann.org

SLA Monitoring Communications

Specification 10 of Registry Agreement – EBERO Thresholds

- ⦿ Service Level Agreement (SLA) monitoring alerts, including automated escalated compliance notices for DNS-DNSSEC and RDDS implemented
- ⦿ Requires registry operators to keep contacts with ICANN up to date
- ⦿ Upon resolution of the failure, Compliance will follow up to inquire about the cause and fix
- ⦿ Monitoring and alerts have been effective at obtaining increased response time of registry operators to downtimes

Article 6 of the Registry Agreement

- ◉ Fees payable to ICANN are outlined in Article 6 of the Registry Agreement
- ◉ Invoiced to Registry Operator by ICANN Accounting department
- ◉ When fees are 30+ days past due and ICANN Accounting has exhausted attempts to obtain payment, past due fees are referred to ICANN Compliance
- ◉ Upon receipt of an ICANN Compliance fees notice:
 - ◉ Respond to the Compliance notice by due date (whether payment has been made)
 - ◉ Make payment to ICANN Accounting

Assignments: Change of Control & MSA

Complying with requirements for notification to and approval by ICANN

- ⦿ Section 7.5 of the Registry Agreement
- ⦿ Assignment: direct or indirect change of registry operator or material subcontracting arrangement (MSA) related to Critical Function (including redundancies for those functions)
 - ⦿ MSA Critical Function defined in Specification 10: DNS Service, DNSSEC, EPP, RDDS and Data Escrow
- ⦿ Advance notice to ICANN
- ⦿ Approval from ICANN required prior to some changes
- ⦿ Additional Information, including how-to guides and required forms
<https://www.icann.org/resources/assignments>