

Summary of Changes to Draft Registrar Accreditation Agreement

The table below sets forth a summary of the changes made to the draft Registrar Accreditation Agreement (RAA) in response to public comments, compared to the draft posted by ICANN in April 2013. Additions are reflected in bold double underline and deletions are reflected in strikethrough. These changes reflect, among other things, responses to public comments received. Note that non-substantive and stylistic changes to the draft agreement are not reflected in the below table.

Section	Change to Text	Change and Rationale
1.1	<u>1.1</u> <u>“Account Holder” means the person or entity that is paying for the Registered Name or otherwise controls the management of the registered name, when that person or entity is not the Registered Name Holder.</u>	Definition created in response to public comments.
1.5	<u>1.5</u> <u>“Applicable Registrar Family” means, with respect to Affiliated Registrars, such Affiliated Registrar as a group.</u>	In response to public comments, defined term was moved from Section 6.10 to consolidate all definitions, to the extent practicable, under a single section of the RAA.
1.18	<p><u>1.18</u> <u>“Registrar Approval” means the receipt of either of the following approvals:</u></p> <p><u>1.18.1</u> <u>The affirmative approval of Applicable Registrars accounting for 90% of the Total Registered Names Under Management by the Applicable Registrars; provided that, for purposes of calculating the Total Registered Names Under Management by Applicable Registrars, the Total Registered Names Under Management by each Applicable Registrar Family shall not exceed the Total Registered Names Under Management of the Applicable Registrar Family that is the fifth largest Applicable Registrar Family (measured by number of Registered Names Under Management), both for purposes of the numerator and the denominator; or</u></p> <p><u>1.18.2</u> <u>The affirmative approval of 50% plus one of the Applicable Registrars that participate in the process to approve or disapprove (i.e. vote for or against, but not abstain or otherwise fail to vote) a proposed amendment under Section 6, and the affirmative approval of Applicable Registrars accounting for 66.67% of the</u></p>	In response to public comments, defined term was moved from Section 6.10 to consolidate all definitions, to the extent practicable, under a single section of the RAA.

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	<p><u>Total Registered Names Under Management by all Applicable Registrars; provided that, for purposes of calculating the Total Registered Names Under Management by Applicable Registrars, the Total Registered Names Under Management by each Applicable Registrar Family shall not exceed the total Registered Names Under Management of the Applicable Registrar Family that is the fifth largest Applicable Registrar Family (measured by number of Registered Names Under Management), both for purposes of the numerator and the denominator. An example of these calculations is set forth in Appendix 1 attached hereto.</u></p>	
Former 1.2.1	<p>1.21 A Registered Name is "sponsored" by the registrar that placed the record associated with that registration into the registry. Sponsorship of a registration may be changed at the express direction of the Registered Name Holder or, in the event a registrar loses Accreditation, in accordance with then-current ICANN Specifications and Policies.</p>	Defined term moved to Section 1.26, as a result of adding additional defined terms.
1.25	<p><u>1.25 "Restricted Amendment" means (i) an amendment of the Consensus Policies and Temporary Policies Specification or (ii) the term of this Agreement as specified in Section 5.1, as such term may be extended pursuant to Section 5.2.</u></p>	In response to public comments, defined term was moved from Section 6.10 to consolidate all definitions, to the extent practicable, under a single section of the RAA.
1.26	<p><u>1.26 A Registered Name is "sponsored" by the registrar that placed the record associated with that registration into the registry. Sponsorship of a registration may be changed at the express direction of the Registered Name Holder or, in the event a registrar loses Accreditation, in accordance with then-current ICANN Specifications and Policies.</u></p>	Defined term moved from former Section 1.21, as a result of adding additional defined terms.
1.29	<p><u>1.29 "Total Registered Names Under Management" means the total number of Registered Names sponsored by all Applicable Registrars as reflected in the latest monthly reports submitted to ICANN by Registrars.</u></p>	In response to public comments, defined term was moved from Section 6.10 to consolidate all definitions, to the extent practicable, under a single section of the RAA.
1.32	<p><u>1.32 "Working Group" means representatives of the Applicable Registrars and other members of</u></p>	In response to public comments, defined term was moved from

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	<p><u>the community that the Registrar Stakeholder Group appoints, from time to time, to serve as a working group to consult on amendments to the Applicable Registrar Agreements (excluding bilateral amendments pursuant to Section 6.9).</u></p>	<p>Section 6.10 to consolidate all definitions, to the extent practicable, under a single section of the RAA.</p>
<p>3.2.1</p>	<p>3.2.1 As part of its registration of Registered Names in a gTLD, Registrar shall submit to, or shall place in the Registry Database operated by, the Registry Operator for the gTLD the following data elements:</p> <p style="padding-left: 40px;">3.2.1.1 The name of the Registered Name being registered;</p> <p style="padding-left: 40px;">3.2.1.2 The IP addresses of the primary nameserver and secondary nameserver(s) for the Registered Name;</p> <p style="padding-left: 40px;">3.2.1.3 The corresponding names of those nameservers;</p> <p style="padding-left: 40px;">3.2.1.4 Unless automatically generated by the registry system, the identity of the Registrar;</p> <p style="padding-left: 40px;">3.2.1.5 Unless automatically generated by the registry system, the expiration date of the registration; and</p> <p style="padding-left: 40px;">3.2.1.6 Any other data the Registry Operator requires be submitted to it.</p> <p>The agreement between the Registry Operator of a gTLD and Registrar may, if approved by ICANN in writing, state alternative required data elements applicable to that gTLD, in which event, the alternative required data elements shall replace and supersede Subsections 3.2.1.1 through 3.2.1.6 stated above for all purposes under this Agreement but only with respect to that particular gTLD. When seeking approval for alternative required data elements, the data elements set forth in Subsections 3.2.1.1 through 3.2.1.6 should be considered suggested</p>	<p>In response to public comment, revised text clarifies that the specified requirements are the recommended minimum requirements that must be present.</p>

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	minimum requirements.	
3.7.10	3.7.10 Registrar shall publish on its website(s) and/or provide a link to the Registrants' Contractual Rights and Responsibilities Specification attached hereto and shall not take any action inconsistent with the corresponding provisions of this Agreement or applicable law.	Edit reflects change in the name of the referenced specification, to address community concern over the purpose of the document.
3.12.7	3.12.7 Its Resellers shall publish on their website(s) and/or provide a link to the Registrants' Contractual Rights and Responsibilities Specification attached hereto and shall not take any action inconsistent with the corresponding provisions of this Agreement or applicable law.	Edit reflects change in the name of the referenced specification, to address community concern over the purpose of the document.
6.4	6.4 If the ICANN Board of Directors reasonably determines that a Rejected Amendment falls within the subject matter categories set forth in Section 1.2 of the Consensus Policies and Temporary Policies Specification 4 , the ICANN Board of Directors may adopt a resolution (the date such resolution is adopted is referred to herein as the "Resolution Adoption Date") requesting an Issue Report (as such term is defined in ICANN's Bylaws) by the Generic Names Supporting Organization (the "GNSO") regarding the substance of such Rejected Amendment. The policy development process undertaken by the GNSO pursuant to such requested Issue Report is referred to herein as a "PDP." If such PDP results in a Final Report supported by a GNSO Supermajority (as defined in ICANN's Bylaws) that either (i) recommends adoption of the Rejected Amendment as Consensus Policy or (ii) recommends against adoption of the Rejected Amendment as Consensus Policy, and, in the case of (i) above, the Board adopts such Consensus Policy, Registrar shall comply with its obligations pursuant to Section 4 of this Agreement. In either case, ICANN will abandon the Rejected Amendment and it will have no effect on the terms and conditions of this Agreement. Notwithstanding the foregoing provisions of this Section 6.4, the ICANN Board of Directors shall not be required to initiate a PDP with respect to a Rejected Amendment if, at any time in the twelve (12) month period preceding the submission of	Edit references the appropriate specification, in response to public comment calling for clear identification of specifications.

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	such Rejected Amendment for Registrar Approval pursuant to Section 6.3, the subject matter of such Rejected Amendment was the subject of a concluded or otherwise abandoned or terminated PDP that did not result in a GNSO Supermajority recommendation.	
6.5	6.5 If (i) a Rejected Amendment does not fall within the subject matter categories set forth in Section 1.2 of the Consensus Policies and Temporary Policies Specification 4, (ii) the subject matter of a Rejected Amendment was, at any time in the twelve (12) month period preceding the submission of such Rejected Amendment for Registrar Approval pursuant to Section 6.3, the subject of a concluded or otherwise abandoned or terminated PDP that did not result in a GNSO Supermajority recommendation, or (iii) a PDP does not result in a Final Report supported by a GNSO Supermajority that either (a) recommends adoption of the Rejected Amendment as Consensus Policy or (b) recommends against adoption of the Rejected Amendment as Consensus Policy (or such PDP has otherwise been abandoned or terminated for any reason), then, in any such case, such Rejected Amendment may still be adopted and become effective in the manner described below. In order for the Rejected Amendment to be adopted, the following requirements must be satisfied:	Edit references the appropriate specification, in response to public comment calling for clear identification of specifications.
Former 6.10	<p>6.10 Definitions: For purposes of this Section 6, the following:</p> <p>6.10.1 “Applicable Registrar Family” means, with respect to Affiliated Registrars, such Affiliated Registrar as a group.</p> <p>6.10.2 “Registrar Approval” means the receipt of either of the following approvals:</p> <p>6.10.2.1 The affirmative approval of Applicable Registrars accounting for 90% of the Total Registered Names Under Management by the Applicable Registrars, provided that, for purposes of calculating the Total Registered Names Under Management by Applicable</p>	Deleted definitions were moved to Section 1 in response to public comment.

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	<p>Registrars, the Total Registered Names Under Management by each Applicable Registrar Family shall not exceed the Total Registered Names Under Management of the Applicable Registrar Family that is the fifth largest Applicable Registrar Family (measured by number of Registered Names Under Management), both for purposes of the numerator and the denominator; or</p> <p>6.10.2.2 The affirmative approval of 50% plus one of the Applicable Registrars that participate in the process to approve or disapprove (i.e. vote for or against, but not abstain or otherwise fail to vote) a proposed amendment under this Section 6, and the affirmative approval of Applicable Registrars accounting for 66.67% of the Total Registered Names Under Management by all Applicable Registrars; provided that, for purposes of calculating the Total Registered Names Under Management by Applicable Registrars, the Total Registered Names Under Management by each Applicable Registrar Family shall not exceed the total Registered Names Under Management of the Applicable Registrar Family that is the fifth largest Applicable Registrar Family (measured by number of Registered Names Under Management), both for purposes of the numerator and the denominator. An example of these calculations is set forth in Appendix 1 attached hereto.</p> <p>6.10.3 “Restricted Amendment” means (i) an amendment of the Consensus Policies and Temporary Policies Specification or (ii) the term of this Agreement as specified in Section 5.1, as such term may be extended pursuant to</p>	

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	<p>Section 5.2.</p> <p>6.10.4 “Total Registered Names Under Management” means the total number of Registered Names sponsored by all Applicable Registrars as reflected in the latest monthly reports submitted to ICANN by Registrars.</p> <p>6.10.5 “Working Group” means representatives of the Applicable Registrars and other members of the community that the Registrar Stakeholder Group appoints, from time to time, to serve as a working group to consult on amendments to the Applicable Registrar Agreements (excluding bilateral amendments pursuant to Section 6.9.</p>	
6.10	<p>6.10.66.10 Notwithstanding anything in this Section 6.10.6 to the contrary, (a) if Registrar provides evidence to ICANN’s reasonable satisfaction that the Approved Amendment would materially increase the cost of providing Registrar Services, then ICANN will allow up to one-hundred eighty (180) calendar days for the Approved Amendment to become effective with respect to Registrar, and (b) no Approved Amendment adopted pursuant to Section 6.10.6 shall become effective with respect to Registrar if Registrar provides ICANN with an irrevocable notice of termination pursuant to Section 5.4.</p>	Edit reflects the updating of the applicable cross reference.
7.4.5.2	<p>7.4.5.2 No dispute regarding the Proposed Revisions may be submitted for arbitration to the extent the subject matter of the Proposed Revisions (i) relates to Consensus Policy, (ii) falls within the subject matter categories set forth in Section 1.2 of the Consensus Policies and Temporary Policies Specification 1, or (iii) seeks to amend any of the following provisions or Specifications of this Agreement: Sections 2, 4 and 6; subsections 3.1, 3.2, 3.3, 3.4, 3.5, 3.7, 3.8, 3.9, 3.14, 3.19, 3.21, 5.1, 5.2 or 5.3; and the Consensus Policies and Temporary Policies Specification, {Data Retention Specification},</p>	Edit references appropriate specification, in response to public comment calling for clear identification of specifications.

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	WHOIS Accuracy Program Specification, Registration Data Directory Service (WHOIS) Specification or the Additional Registrar Operation Specification.	
Consensus Policies and Temporary Policies Specification, § 1.4	<p>1.4. In addition to the other limitations on Consensus Policies, they shall not:</p> <p>1.4.1. prescribe or limit the price of Registrar Services;</p> <p>1.4.2. modify the limitations on Temporary Policies (defined below) or Consensus Policies;</p> <p>1.4.3. modify the provisions in the Registrar Accreditation Agreement regarding terms or conditions for the renewal or termination <u>or amendment</u> of the Registrar Accreditation Agreement or fees paid by Registrar to ICANN; or</p> <p>1.4.4. modify ICANN's obligations to not apply standards, policies, procedures or practices arbitrarily, unjustifiably, or inequitably and to not single out Registrar for disparate treatment unless justified by substantial and reasonable cause, and exercise its responsibilities in an open and transparent manner.</p>	In response to public comment, edit clarifies that the amendment provisions of the RAA may not be modified through Consensus Policies.
Whois Accuracy Program Specification, § 1(e)	<p>e. Validate that all postal address fields are consistent across fields (for example: street exists in city, city exists in state/province, city matches postal code) where such information is made <u>technically and commercially</u> available to Registrars <u>for the applicable country or territory</u>.</p>	Revised text clarifies cross-field validation requirement in response to comment and to reflect current state of work.
Whois Accuracy Program Specification, § 1(f)	<p>f. Verify:</p> <p>i. the email address of the Registered Name Holder (and, if different, the account holder paying for the Registered Name <u>Account Holder</u>) by sending an email requiring an affirmative response through a tool-</p>	Edits reflect the creation of a new defined term in response to public comment.

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	<p>based authentication method such as providing a unique code that must be returned in a manner designated by the Registrar, or</p> <p>ii. the telephone number of the Registered Name Holder (and, if different, the account holder paying for the Registered NameAccount Holder) by either (A) calling or sending an SMS to the Registered Name Holder's telephone number providing a unique code that must be returned in a manner designated by the Registrar, or (B) calling the Registered Name Holder's telephone number and requiring the Registered Name Holder to provide a unique code that was sent to the Registered Name Holder via web, email or postal mail.</p> <p>In either case, if Registrar does not receive an affirmative response from the Registered Name Holder, Registrar shall either verify the applicable contact information manually or suspend the registration, until such time as Registrar has verified the applicable contact information. If Registrar does not receive an affirmative response from the account holder paying for the Registered Name (when that information is different from the Registered NameAccount Holder), Registrar shall verify the applicable contact information manually, but is not required to suspend any registration.</p>	
Whois Accuracy Program Specification, § 2	2. Except as provided in Section 3 below, within fifteen (15) calendar days after receiving any changes to contact information in Whois or the corresponding customer account contact information related to any Registered Name sponsored by Registrar (whether or not	Edit reflects the creation of a new defined term in response to public comment.

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	<p>Registrar was previously required to perform the validation and verification requirements set forth in this Specification in respect of such Registered Name), Registrar will validate and, to the extent required by Section 1, verify the changed fields in the manner specified in Section 1 above. If Registrar does not receive an affirmative response from the Registered Name Holder providing the required verification, Registrar shall either verify the applicable contact information manually or suspend the registration, until such time as Registrar has verified the applicable contact information. If Registrar does not receive an affirmative response from the account holder paying for the Registered Name<u>Account Holder</u>, Registrar shall verify the applicable contact information manually, but is not required to suspend any registration.</p>	
<p>Specification on Privacy and Proxy Registrations, § 2</p>	<p>2. <u>Obligations of Registrar.</u> For any Proxy Service or Privacy Service offered through<u>by</u> the Registrar or its Affiliates <u>(including through a Reseller)</u>, and used in connection with Registered Names Sponsored by the Registrar, the Registrar <u>and its Affiliates and Resellers</u> must require all P/P Providers to follow the requirements described in this Specification <u>and to abide by the terms and procedures published pursuant to this Specification.</u></p>	<p>In response to public comment, edits clarify that (i) obligations extend to Proxy Services or Privacy Services offered by Resellers on Registrar’s behalf, (ii) the referenced obligation extends to Registrar’s Affiliates and Resellers, and (iii) the P/P Providers must abide by the terms and procedures published pursuant to the specification.</p>
<p>Transition Addendum, § 6</p>	<p>6. ICANN and the Working Group (as defined in the Agreement)<u>an advisory panel of registrars</u> will work together to identify and specify an appropriate set of tools to enable Registrar to complete the across field validation specified in Section 1(e) of the Whois Accuracy Program Specification to the Agreement (the “Across Field Validation”). When such tools are mutually agreed between ICANN and the Working Group<u>advisory panel determine that such tools are technically and commercially available</u>, ICANN shall provide Registrar written notice of such agreement<u>determination</u> (which notice shall specify and describe the agreed upon<u>identified</u> tools). Effective on the one hundred eightieth (180th) calendar day following delivery of such notice by ICANN, Registrar shall comply with the obligations specified in Section 1(e) of the Whois</p>	<p>Edits reflect progression of discussions regarding the implementation of the Whois Accuracy Program.</p>

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	Accuracy Program. Until such time, ICANN will not enforce compliance with such requirements.	
Registrant's Contractual Rights and Responsibilities, Title	<i>Registrants' <u>Contractual</u> Rights and Responsibilities</i>	Edit reflects new title in response to public comment.
Logo License Specification, Title	LOGO LICENSE APPENDIX <u>SPECIFICATION</u>	Edit reflects insertion of the existing logo license as a specification to the RAA.