

Summary of Changes to Registry Agreement for New gTLDs

The table below sets out the proposed changes to the draft base registry agreement for new gTLDs. Additions are reflected in bold double underline and deletions are reflected in strike through. These changes were made in response to comments received from the community on the April 2013 discussion draft base agreement for new gTLDs (the “Agreement”) and further review of the contractual needs of the new gTLD program. Note that non-substantive, purely technical and stylistic changes to the draft base agreement for new gTLDs are not reflected in the below table. To review all changes to the agreement, please see the full redline comparison posted with this summary.

Summary of Proposed Changes to Base gTLD Agreement

Section	Change to Text	Comments and Rationale
Section 2.9(b)	<p>(b) If Registry Operator (i) becomes an Affiliate or reseller of an ICANN accredited registrar, or (ii) subcontracts the provision of any Registry Services to an ICANN accredited registrar, registrar reseller or any of their respective Affiliates, then, in either such case of (i) or (ii) above, Registry Operator will give ICANN prompt notice of the contract, transaction or other arrangement that resulted in such affiliation, reseller relationship or subcontract, as applicable, including, if requested by ICANN, copies of any contract relating thereto; provided, that ICANN will treat such contract or related documents that are appropriately marked as confidential (as required by Section 7.15) as Confidential Information of Registry Operator in accordance with Section 7.15 (except that ICANN may disclose such contract and related documents to relevant competition authorities). ICANN reserves the right, but not the obligation, to refer any such contract, related documents, transaction or other arrangement to relevant competition authorities in the event that ICANN determines that such contract, related documents, transaction or other arrangement might raise significant competition issues under applicable law. <u>If feasible and appropriate under the circumstances, ICANN will give Registry Operator advance notice prior to making any such referral to a competition authority.</u></p>	<p>In response to public comment, ICANN will, when feasible and appropriate, provide Registry Operator with advance notice prior to referring arrangements to competition authorities.</p>
Section 2.9(c)	<p>(c) For the purposes of this Agreement: (i) “Affiliate” means a person or entity that, directly or indirectly, through one or more intermediaries, <u>or in combination with one or more other persons or entities,</u></p>	<p>Edit made in response to public comments to clarify that entity does not need to be wholly-owned to be an</p>

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	controls, is controlled by, or is under common control with, the person or entity specified, and (ii) “control” (including the terms “controlled by” and “under common control with”) means the possession, directly or indirectly, of the power to direct or cause the direction of the management or policies of a person or entity, whether through the ownership of securities, as trustee or executor, by serving as an employee or a member of a board of directors or equivalent governing body, by contract, by credit arrangement or otherwise.	Affiliate.
Section 2.11(a)	(a) ICANN may from time to time (not to exceed twice per calendar year) conduct, or engage a third party to conduct, contractual compliance audits to assess compliance by Registry Operator with its representations and warranties contained in Article 1 of this Agreement and its covenants contained in Article 2 of this Agreement. Such audits shall be tailored to achieve the purpose of assessing compliance, and ICANN will (a) give reasonable advance notice of any such audit, which notice shall specify in reasonable detail the categories of documents, data and other information requested by ICANN, and (b) use commercially reasonable efforts to conduct such audit <u>during regular business hours and</u> in such a manner as to not unreasonably disrupt the operations of Registry Operator. As part of such audit and upon request by ICANN, Registry Operator shall timely provide all responsive documents, data and any other information <u>reasonably</u> necessary to demonstrate Registry Operator’s compliance with this Agreement. Upon no less than ten (10) calendar days notice (unless otherwise agreed to by Registry Operator), ICANN may, as part of any contractual compliance audit, conduct site visits during regular business hours to assess compliance by Registry Operator with its representations and warranties contained in Article 1 of this Agreement and its covenants contained in Article 2 of this Agreement. ICANN will treat any information obtained in connection with such audits that is appropriately marked as confidential (as required by Section 7.15) as Confidential Information of Registry Operator in accordance with Section 7.15.	Clarification of timing and scope of audit.
Section 2.11(b)	(b) Any audit conducted pursuant to Section 2.11(a) will be at ICANN’s expense, unless (i) Registry Operator (A) controls, is controlled by, is under common control or is otherwise Affiliated with, any ICANN accredited	Clarification of relevant time period for determining audit reimbursement

Section	Change to Text	Comments and Rationale
	<p>registrar or registrar reseller or any of their respective Affiliates, or (B) has subcontracted the provision of Registry Services to an ICANN accredited registrar or registrar reseller or any of their respective Affiliates, and, in either case of (A) or (B) above, the audit relates to Registry Operator’s compliance with Section 2.14, in which case Registry Operator shall reimburse ICANN for all reasonable costs and expenses associated with the portion of the audit related to Registry Operator’s compliance with Section 2.14, or (ii) the audit is related to a discrepancy in the fees paid by Registry Operator hereunder in excess of 5% <u>in a given quarter</u> to ICANN’s detriment, in which case Registry Operator shall reimburse ICANN for all reasonable costs and expenses associated with the entirety of such audit. In either such case of (i) or (ii) above, such reimbursement will be paid together with the next Registry- Level Fee payment due following the date of transmittal of the cost statement for such audit.</p>	<p>calculation.</p>
Section 2.11(d)	<p>(d) Registry Operator will give ICANN immediate notice <u>of Registry Operator’s knowledge</u> of the commencement of any of the proceedings referenced in Section 4.3(d) or the occurrence of any of the matters specified in Section 4.3(f).</p>	<p>Clarification that Registry Operator only has to provide notice of a proceeding that it knows about.</p>
Section 4.3(d)	<p>(d) ICANN may, upon notice to Registry Operator, terminate this Agreement if (i) Registry Operator makes an assignment for the benefit of creditors or similar act, (ii) attachment, garnishment or similar proceedings are commenced against Registry Operator, which proceedings are a material threat to Registry Operator’s ability to operate the registry for the TLD, and are not dismissed within sixty (60) calendar days of their commencement, (iii) a trustee, receiver, liquidator or equivalent is appointed in place of Registry Operator or maintains control over any of Registry Operator’s property, (iv) execution is levied upon any <u>material</u> property of Registry Operator, (v) proceedings are instituted by or against Registry Operator under any bankruptcy, insolvency, reorganization or other laws relating to the relief of debtors and such proceedings are not dismissed within thirtysixty <u>(30)60</u> calendar days of their commencement, or (vi) Registry Operator files for protection under the United States Bankruptcy Code, 11</p>	<p>In response to public comment, the provision was revised to require levies upon material assets of the Registry Operator and provide additional time for the Registry Operator to challenge an involuntary bankruptcy proceeding.</p>

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	U.S.C. Section 101, et seq., or a foreign equivalent or liquidates, dissolves or otherwise discontinues its operations or the operation of the TLD.	
Section 4.5	<p>4.5 Transition of Registry upon Termination of Agreement. Upon expiration of the Term pursuant to Section 4.1 or Section 4.2 or any termination of this Agreement pursuant to Section 4.3 or Section 4.4, Registry Operator shall provide ICANN or any successor registry operator that may be designated by ICANN for the TLD in accordance with this Section 4.5 with all data (including the data escrowed in accordance with Section 2.3) regarding operations of the registry for the TLD necessary to maintain operations and registry functions that may be reasonably requested by ICANN or such successor registry operator. After consultation with Registry Operator, ICANN shall determine whether or not to transition operation of the TLD to a successor registry operator in its sole discretion and in conformance with the Registry Transition Process; provided, however, that (i) ICANN will take into consideration any intellectual property rights of Registry Operator (as communicated to ICANN by Registry Operator) in determining whether to transition operation of the TLD to a successor registry operator and (ii) if Registry Operator demonstrates to ICANN’s reasonable satisfaction that (A) all domain name registrations in the TLD are registered to, and maintained by, Registry Operator for <u>for its own Affiliates for their</u> exclusive use, (B) Registry Operator does not sell, distribute or transfer control or use of any registrations in the TLD to any third party that is not an Affiliate of Registry Operator, and (C) transitioning operation of the TLD is not necessary to protect the public interest, then ICANN may not transition operation of the TLD to a successor registry operator upon the expiration or termination of this Agreement without the consent of Registry Operator (which shall not be unreasonably withheld, conditioned or delayed). For the avoidance of doubt, the foregoing sentence shall not prohibit ICANN from delegating the TLD pursuant to a future application process for the delegation of top-level domains, subject to any processes and objection procedures instituted by ICANN in connection with such application process intended to protect the rights of third parties. Registry Operator agrees that ICANN may make any changes it deems necessary to the IANA database for DNS and WHOIS records with respect to</p>	<p>In response to public comment, ICANN will also take into consideration TLDs in which all domain name registrations are owned by Affiliates in determining whether to transition the TLD to a successor registry operator.</p>

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	the TLD in the event of a transition of the TLD pursuant to this Section 4.5. In addition, ICANN or its designee shall retain and may enforce its rights under the Continued Operations Instrument for the maintenance and operation of the TLD, regardless of the reason for termination or expiration of this Agreement.	
Section 5.1(a)	(a) A party shall submit a dispute to mediation by written notice to the other party. The mediation shall be conducted by a single mediator selected by the parties. If the parties cannot agree on a mediator within fifteen (15) calendar days of delivery of written notice pursuant to this Section 5.1, the parties will promptly select a mutually acceptable mediation provider entity, which entity shall, as soon as practicable following such entity's selection, designate a mediator, who is a licensed attorney with general knowledge of contract law, <u>has no ongoing business relationship with either party</u> and, to the extent necessary to mediate the particular dispute, general knowledge of the domain name system. Any mediator must confirm in writing that he or she is not, and will not become during the term of the mediation, an employee, partner, executive officer, director, or security holder of ICANN or Registry Operator. If such confirmation is not provided by the appointed mediator, then a replacement mediator shall be appointed pursuant to this Section 5.1(a).	In response to public comment, provision clarified to make clear that mediator must not have any ongoing business relationship with ICANN or Registry Operator.
Section 6.5	6.5 Adjustments to Fees. Notwithstanding any of the fee limitations set forth in this Article 6, commencing upon the expiration of the first year of this Agreement, and upon the expiration of each year thereafter during the Term, the then-current fees set forth in Section 6.1 and Section 6.3 may be adjusted, at ICANN's discretion, by a percentage equal to the percentage change, if any, in (i) the Consumer Price Index for All Urban Consumers, U.S. City Average (1982-1984 = 100) published by the United States Department of Labor, Bureau of Labor Statistics, or any successor index (the "CPI") for the month which is one (1) month prior to the commencement of the applicable year, over (ii) the CPI published for the month which is one (1) month prior to the commencement of the immediately prior year. In the event of any such increase, ICANN shall provide notice to Registry Operator	In response to public comment, adjustments to fees will become effective as of the first day of the first calendar quarter following ICANN's notice of such adjustment.

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	specifying the amount of such adjustment. Any fee adjustment under this Section 6.5 shall be effective as of the first day of the year in which the above calculation is made <u>first calendar quarter following at least thirty (30) days after ICANN's delivery to Registry Operator of such fee adjustment notice.</u>	
Section 7.5(f)	(f) Notwithstanding the foregoing, (i) any consummated change of control shall not be voidable by ICANN; provided, however, that, if ICANN reasonably determines to withhold its consent to such transaction, ICANN may terminate this Agreement pursuant to Section 4.3(g), (ii) ICANN may assign this Agreement without the consent of Registry Operator upon approval of the ICANN Board of Directors in conjunction with a reorganization, reconstitution or re-incorporation of ICANN upon such assignee's express assumption of the terms and conditions of this Agreement, (iii) Registry Operator may assign this Agreement without the consent of ICANN directly to a wholly-owned subsidiary of Registry Operator, or, if Registry Operator is a wholly-owned subsidiary, to its direct parent or to another wholly-owned subsidiary of its direct parent, upon such subsidiary's or parent's, as applicable, express assumption of the terms and conditions of this Agreement, and (iv) ICANN shall be deemed to have consented to any assignment, Material Subcontracting Arrangement or change of control transaction in which the Contracting Party is an existing operator of a generic top-level domain pursuant to a registry agreement between such Contracting Party and ICANN (provided that such Contracting Party is then in compliance with the terms and conditions of such registry agreement in all material respects), unless ICANN provides to Registry Operator a written objection to such transaction within ten (10) calendar days of ICANN's receipt of notice of such transaction pursuant to this Section 7.5. <u>Notwithstanding Section 7.5(a), in the event an assignment is made pursuant to clauses (ii) or (iii) of this Section 7.5(f), the assigning party will provide the other party with prompt notice following any such assignment.</u>	Clarification that when an assignment is made pursuant to Section 7.5(f), even though the notification requirements of Section 7.5(a) do not apply, the parties must still give prompt notice.
Section 7.6(j)(ii)	(ii) "Registry Operator Approval" means the receipt of each of the following: (A) the affirmative approval of the Applicable Registry Operators whose payments to ICANN	Addition to clarify calculation of converted currency.

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	<p>accounted for two-thirds of the total amount of fees (converted to U.S. dollars, if applicable, <u>at the prevailing exchange rate published the prior day in the U.S. Edition of the Wall Street Journal for the date such calculation is made by ICANN</u>) paid to ICANN by all the Applicable Registry Operators during the immediately previous calendar year pursuant to the Applicable Registry Agreements, and (B) the affirmative approval of a majority of the Applicable Registry Operators at the time such approval is obtained. For the avoidance of doubt, with respect to clause (B), each Applicable Registry Operator shall have one vote for each top-level domain operated by such Registry Operator pursuant to an Applicable Registry Agreement.</p>	
Section 7.7(d)(i)	<p>(i) The mediation shall be conducted by a single mediator selected by the parties. If the parties cannot agree on a mediator within fifteen (15) calendar days following receipt by the CEO or Chair, as applicable, of the Mediation Notice, the parties will promptly select a mutually acceptable mediation provider entity, which entity shall, as soon as practicable following such entity's selection, designate a mediator, who is a licensed attorney with general knowledge of contract law, <u>who has no ongoing business relationship with either party</u> and, to the extent necessary to mediate the particular dispute, general knowledge of the domain name system. Any mediator must confirm in writing that he or she is not, and will not become during the term of the mediation, an employee, partner, executive officer, director, or security holder of ICANN or an Applicable Registry Operator. If such confirmation is not provided by the appointed mediator, then a replacement mediator shall be appointed pursuant to this Section 7.7(d)(i).</p>	<p>In response to public comment, provision clarified to make clear that arbitrator must not have any ongoing business relationship with ICANN or Registry Operator.</p>
Section 7.9	<p>7.9 General Notices. Except for notices pursuant to Sections 7.6 and 7.7, all notices to be given under or in relation to this Agreement will be given either (i) in writing at the address of the appropriate party as set forth</p>	<p>Deletion to remove duplicative provision that is also contained in Section 7.11.</p>

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	<p>below or (ii) via facsimile or electronic mail as provided below, unless that party has given a notice of change of postal or email address, or facsimile number, as provided in this agreementAgreement. All notices under Sections 7.6 and 7.7 shall be given by both posting of the applicable information on ICANN's web site and transmission of such information to Registry Operator by electronic mail. Any change in the contact information for notice below will be given by the party within thirty (30) calendar days of such change. Notices, designations, determinations, and specifications made under this Agreement will be in the English language. Other than notices under Sections 7.6 or 7.7, any notice required by this Agreement will be deemed to have been properly given (i) if in paper form, when delivered in person or via courier service with confirmation of receipt or (ii) if via facsimile or by electronic mail, upon confirmation of receipt by the recipient's facsimile machine or email server, provided that such notice via facsimile or electronic mail shall be followed by a copy sent by regular postal mail service within three (3) calendar days. Any notice required by Sections 7.6 or 7.7 will be deemed to have been given when electronically posted on ICANN's website and upon confirmation of receipt by the email server. In the event other means of notice become practically achievable, such as notice via a secure website, the parties will work together to implement such notice means under this Agreement.</p>	
Section 7.15(a)	<p>(a) Subject to Section 7.15(c), during the Term and for a period of twothree (23) years thereafter, each party shall, and shall cause its and its Affiliates' officers, directors, employees and agents to, keep confidential and not publish or otherwise disclose to any third party, directly or indirectly, any information that is, and the disclosing party has marked as, or has otherwise designated in writing to the receiving party as, "confidential trade secret," "confidential commercial information" or "confidential financial information" (collectively, "Confidential Information"), except to the extent such disclosure is permitted by the terms of this Agreement.</p>	In response to public comment, confidentiality period extended to three years.
Specification 2	<p>1.1. "Full Deposit" will consist of data that reflects the state of the registry as of 00:00:00 UTC on each Sunday(Coordinated Universal Time) on the day that such Full Deposit is submitted</p>	Revision to account for possibility that Registry Operator may submit Full

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Part A Section 1.1	to Escrow Agent.	Deposits on days other than the mandatory Full Deposit on Sunday.
Specification 2 Part A Section 3.1	3.1. Deposit's Format. Registry objects, such as domains, contacts, name servers, registrars, etc. will be compiled into a file constructed as described in draft-arias-noguchi-registry-data-escrow, see Part A, Section 9, reference 1 of this Specification and draft-arias-noguchi-dnrd-objects-mapping, see Part A, Section 9, reference 2 of this Specification. The aforementioned document (collectively, the "DNDE Specification") . The DNDE Specification describes some elements as optional; Registry Operator will include those elements in the Deposits if they are available. If not already an RFC , Registry Operator will use the most recent draft version of the DNDE Specification available at the time of signing the Agreement, if not already an RFC Effective Date . Registry Operator may at its election use newer versions of the DNDE Specification after the Effective Date . Once the specification DNDE Specification is published as an RFC, Registry Operator will implement that specification version of the DNDE Specification , no later than one hundred eighty (180) calendar days after. UTF-8 character encoding will be used.	Addition to clarify that Registry Operator must follow the then-current version of the specification.
Specification 2 Part A Section 4.3	(3) The A compressed and encrypted OpenPGP Message is created using the tarball file should be compressed as sole input . The suggested algorithm for compression is ZIP as per RFC 4880. (4) The compressed data will be encrypted using the escrow agent's public key. The suggested algorithms for Public-key encryption are Elgamal and RSA as per RFC 4880. The suggested algorithms for Symmetric-key encryption are TripleDES, AES128 and CAST5 as per RFC 4880.	Clarification that the file is encrypted and compressed as an OpenPGP Message.

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Specification 2 Part A Section 6	<p>6. Distribution of Public Keys. Each of Registry Operator and Escrow Agent will distribute its public key to the other party (Registry Operator or Escrow Agent, as the case may be) via email to an email address to be specified. Each party will confirm receipt of the other party’s public key with a reply email, and the distributing party will subsequently reconfirm the authenticity of the key transmitted via offline methods, like in person meeting, telephone, etc. In this way, public key transmission is authenticated to a user able to send and receive mail via a mail server operated by the distributing party. Escrow Agent, Registry <u>Operator</u> and ICANN will exchange <u>public</u> keys by the same procedure.</p>	Clarification that the key that will be exchanged by the parties will be their public keys.
Specification 2 Part A Section 7	<p>7. Notification of Deposits. Along with the delivery of each Deposit, Registry Operator will deliver to Escrow Agent and to ICANN (using the API described in draft-lozano-icann-registry-interfaces, see Part A, Section 9, reference 5 of this Specification (<u>the “Interface Specification”</u>)) a written statement (which may be by authenticated e-mail) that includes a copy of the report generated upon creation of the Deposit and states that the Deposit has been inspected by Registry Operator and is complete and accurate. Registry Operator will include the Deposit’s “id” and “resend” attributes in its statement. The attributes are explained in Part A, Section 9, reference 1 of this Specification.</p> <p><u>If not already an RFC</u>, Registry Operator will use the <u>most recent</u> draft version available at the time of signing this Agreement, if not already an RFC <u>of the Interface Specification at the Effective Date. Registry Operator may at its election use newer versions of the Interface Specification after the Effective Date.</u> Once the specification <u>Interface Specification</u> is published as an RFC, Registry Operator will implement that specification <u>version of the Interface Specification</u>, no later than <u>one hundred eighty (180)</u> calendar days after such publishing.</p>	Addition to clarify that Registry Operator must follow the then-current version of the specification.

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Specification 2 Part B Section 3	<p>3. Ownership. Ownership of the Deposits during the effective term of the Registry Agreement shall remain with Registry Operator at all times. Thereafter, Registry Operator shall assign any such ownership rights (including intellectual property rights, as the case may be) in such Deposits to ICANN. In the event that during the term of the Registry Agreement any Deposit is released from escrow to ICANN, any intellectual property rights held by Registry Operator in the Deposits will automatically be licensed <u>to ICANN or to a party designated in writing by ICANN</u> on a non-exclusive, perpetual, irrevocable, royalty-free, paid-up basis to ICANN or to a party designated in writing by ICANN, for any use related to the operation, maintenance or transition of the TLD.</p>	Revision clarify that license extends to ICANN's designees and defines the scope of the license granted.
Specification 2 Part B Section 9	<p>9. Indemnity. Registry Operator shall indemnify and hold harmless Escrow Agent and each of its directors, officers, agents, employees, members, and stockholders ("Escrow Agent Indemnitees") absolutely and forever from and against any and all claims, actions, damages, suits, liabilities, obligations, costs, fees, charges, and any other expenses whatsoever, including reasonable attorneys' fees and costs, that may be asserted by a third party against any Escrow Agent Indemnitees in connection with the Escrow Agreement or the performance of Escrow Agent or any Escrow Agent Indemnitees thereunder (with the exception of any claims based on the misrepresentation, negligence, or misconduct of Escrow Agent, its directors, officers, agents, employees, contractors, members, and stockholders). Escrow Agent shall indemnify and hold harmless Registry Operator and ICANN, and each of their respective directors, officers, agents, employees, members, and stockholders ("Indemnitees") absolutely and forever from and against any and all claims, actions, damages, suits, liabilities, obligations, costs, fees, charges, and any other expenses whatsoever, including reasonable attorneys' fees and costs, that may be asserted by a third party against any Indemnitee in connection with the misrepresentation, negligence or misconduct of Escrow Agent, its directors, officers, agents,</p>	In response to public comments, the provision was revised to allow Registry Operators and escrow agents' to determine the level of indemnity between such parties.

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	employees and contractors.																
Specification 3 Preamble	<p>ICANN may request in the future that the reports be delivered by other means and using other formats. ICANN will use reasonable commercial efforts to preserve the confidentiality of the information reported until three <u>(3)</u> months after the end of the month to which the reports relate. Unless set forth in this Specification 3, any reference to a specific time refers to Coordinated Universal Time (UTC). <u>Monthly reports shall consist of data that reflects the state of the registry at the end of the month (UTC).</u></p>	Clarification of the relevant data that should be included in reports.															
Specification 3 Section 1	<p>1. Per-Registrar Transactions Report. This report shall be compiled in a comma separated-value formatted file as specified in RFC 4180. The file shall be named “gTLD-transactions-yyyymm.csv”, where “gTLD” is the gTLD name; in case of an IDN-TLD, the A-label shall be used; “yyyymm” is the year and month being reported. The file shall contain the following fields per registrar:</p> <table border="1" data-bbox="430 836 1411 1421"> <thead> <tr> <th data-bbox="430 836 527 906">Field #</th> <th data-bbox="527 836 779 906">Field name</th> <th data-bbox="779 836 1411 906">Description</th> </tr> </thead> <tbody> <tr> <td data-bbox="430 906 527 987">01</td> <td data-bbox="527 906 779 987">registrar-name</td> <td data-bbox="779 906 1411 987">Registrar’s full corporate name as registered with IANA</td> </tr> <tr> <td data-bbox="430 987 527 1203">02</td> <td data-bbox="527 987 779 1203">iana-id</td> <td data-bbox="779 987 1411 1203">For cases where the registry operator acts as registrar (i.e., without the use of an ICANN accredited registrar) 9999 should be used, otherwise the sponsoring Registrar IANA id should be used as specified in http://www.iana.org/assignments/registrar-ids</td> </tr> <tr> <td data-bbox="430 1203 527 1317">03</td> <td data-bbox="527 1203 779 1317">total-domains</td> <td data-bbox="779 1203 1411 1317">total domains<u>domain names</u> under sponsorship <u>in any EPP status but pending</u><u>Create that have not been purged</u></td> </tr> <tr> <td data-bbox="430 1317 527 1421">04</td> <td data-bbox="527 1317 779 1421">total-nameservers</td> <td data-bbox="779 1317 1411 1421">total name servers <u>(either host objects or name server hosts as domain name attributes)</u> <u>associated with domain names</u> registered for the</td> </tr> </tbody> </table>	Field #	Field name	Description	01	registrar-name	Registrar’s full corporate name as registered with IANA	02	iana-id	For cases where the registry operator acts as registrar (i.e., without the use of an ICANN accredited registrar) 9999 should be used, otherwise the sponsoring Registrar IANA id should be used as specified in http://www.iana.org/assignments/registrar-ids	03	total-domains	total domains <u>domain names</u> under sponsorship <u>in any EPP status but pending</u> <u>Create that have not been purged</u>	04	total-nameservers	total name servers <u>(either host objects or name server hosts as domain name attributes)</u> <u>associated with domain names</u> registered for the	Clarification on several field descriptions per public commentary and questions from applicants.
Field #	Field name	Description															
01	registrar-name	Registrar’s full corporate name as registered with IANA															
02	iana-id	For cases where the registry operator acts as registrar (i.e., without the use of an ICANN accredited registrar) 9999 should be used, otherwise the sponsoring Registrar IANA id should be used as specified in http://www.iana.org/assignments/registrar-ids															
03	total-domains	total domains <u>domain names</u> under sponsorship <u>in any EPP status but pending</u> <u>Create that have not been purged</u>															
04	total-nameservers	total name servers <u>(either host objects or name server hosts as domain name attributes)</u> <u>associated with domain names</u> registered for the															

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			TLD <u>in any EPP status but pendingCreate that have not been purged</u>	
	05	net-adds-1-yr	number of domains successfully registered <u>(i.e., not in EPP pendingCreate status)</u> with an initial term of one <u>(1)</u> year (and not deleted within the add grace period). <u>A transaction must be reported in the month the add grace period ends.</u>	
	06	net-adds-2-yr	number of domains successfully registered <u>(i.e., not in EPP pendingCreate status)</u> with an initial term of two <u>(2)</u> years (and not deleted within the add grace period). <u>A transaction must be reported in the month the add grace period ends.</u>	
	07	net-adds-3-yr	number of domains successfully registered <u>(i.e., not in EPP pendingCreate status)</u> with an initial term of three <u>(3)</u> years (and not deleted within the add grace period). <u>A transaction must be reported in the month the add grace period ends.</u>	
	08	net-adds-4-yr	number of domains successfully registered <u>(i.e., not in EPP pendingCreate status)</u> with an initial term of four <u>(4)</u> years (and not deleted within the add grace period). <u>A transaction must be reported in the month the add grace period ends.</u>	
	09	net-adds-5-yr	number of domains successfully registered <u>(i.e., not in EPP pendingCreate status)</u> with an initial term of five <u>(5)</u> years (and not deleted within the add grace period). <u>A transaction must be reported in the month the add grace period ends.</u>	

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	10	net-adds-6-yr	number of domains successfully registered <u>(i.e., not in EPP pendingCreate status)</u> with an initial term of six <u>(6)</u> years (and not deleted within the add grace period). <u>A transaction must be reported in the month the add grace period ends.</u>	
	11	net-adds-7-yr	number of domains successfully registered <u>(i.e., not in EPP pendingCreate status)</u> with an initial term of seven <u>(7)</u> years (and not deleted within the add grace period). <u>A transaction must be reported in the month the add grace period ends.</u>	
	12	net-adds-8-yr	number of domains successfully registered <u>(i.e., not in EPP pendingCreate status)</u> with an initial term of eight <u>(8)</u> years (and not deleted within the add grace period). <u>A transaction must be reported in the month the add grace period ends.</u>	
	13	net-adds-9-yr	number of domains successfully registered <u>(i.e., not in EPP pendingCreate status)</u> with an initial term of nine <u>(9)</u> years (and not deleted within the add grace period). <u>A transaction must be reported in the month the add grace period ends.</u>	
	14	net-adds-10-yr	number of domains successfully registered <u>(i.e., not in EPP pendingCreate status)</u> with an initial term of ten <u>(10)</u> years (and not deleted within the add grace period). <u>A transaction must be reported in the month the add grace period ends.</u>	
	15	net-renews-1-yr	number of domains successfully renewed <u>(i.e., not in EPP pendingRenew status)</u> either	

Section	Change to Text			Comments and Rationale
			automatically or by command with a new renewal period of one <u>(1)</u> year (and not deleted within the renew <u>or auto-renew</u> grace period). <u>A transaction must be reported in the month the renew or auto-renew grace period ends.</u>	
	16	net-renews-2-yr	number of domains successfully renewed (<u>i.e., not in EPP pendingRenew status</u>) either automatically or by command with a new renewal period of two <u>(2)</u> years (and not deleted within the renew <u>or auto-renew</u> grace period). <u>A transaction must be reported in the month the renew or auto-renew grace period ends.</u>	
	17	net-renews-3-yr	number of domains successfully renewed (<u>i.e., not in EPP pendingRenew status</u>) either automatically or by command with a new renewal period of three <u>(3)</u> years (and not deleted within the renew <u>or auto-renew</u> grace period). <u>A transaction must be reported in the month the renew or auto-renew grace period ends.</u>	
	18	net-renews-4-yr	number of domains successfully renewed (<u>i.e., not in EPP pendingRenew status</u>) either automatically or by command with a new renewal period of four <u>(4)</u> years (and not deleted within the renew <u>or auto-renew</u> grace period). <u>A transaction must be reported in the month the renew or auto-renew grace period ends.</u>	
	19	net-renews-5-yr	number of domains successfully renewed (<u>i.e., not in EPP pendingRenew status</u>) either automatically or by command with a new renewal period of five <u>(5)</u> years (and not deleted	

Section	Change to Text			Comments and Rationale
			within the renew <u>or auto-renew</u> grace period). <u>A transaction must be reported in the month the renew or auto-renew grace period ends.</u>	
	20	net-renews-6-yr	number of domains successfully renewed <u>(i.e., not in EPP pendingRenew status)</u> either automatically or by command with a new renewal period of six <u>(6)</u> years (and not deleted within the renew <u>or auto-renew</u> grace period). <u>A transaction must be reported in the month the renew or auto-renew grace period ends.</u>	
	21	net-renews-7-yr	number of domains successfully renewed <u>(i.e., not in EPP pendingRenew status)</u> either automatically or by command with a new renewal period of seven <u>(7)</u> years (and not deleted within the renew <u>or auto-renew</u> grace period). <u>A transaction must be reported in the month the renew or auto-renew grace period ends.</u>	
	22	net-renews-8-yr	number of domains successfully renewed <u>(i.e., not in EPP pendingRenew status)</u> either automatically or by command with a new renewal period of eight <u>(8)</u> years (and not deleted within the renew <u>or auto-renew</u> grace period). <u>A transaction must be reported in the month the renew or auto-renew grace period ends.</u>	
	23	net-renews-9-yr	number of domains successfully renewed <u>(i.e., not in EPP pendingRenew status)</u> either automatically or by command with a new renewal period of nine <u>(9)</u> years (and not deleted within the renew <u>or auto-renew</u> grace period). <u>A transaction must be reported in the</u>	

Section	Change to Text			Comments and Rationale
			month the renew or auto-renew grace period ends.	
	24	net-renews-10-yr	number of domains successfully renewed (i.e., not in EPP pendingRenew status) either automatically or by command with a new renewal period of ten (10) years (and not deleted within the renew or auto-renew grace period). A transaction must be reported in the month the renew or auto-renew grace period ends.	
	25	transfer-gaining-successful	number of domain transfers initiated by this registrar that were ack'd by the other registrar—either by command successfully completed (either explicitly or automatically approved) and not deleted within the transfer grace period. A transaction must be reported in the month the transfer grace period ends.	
	26	transfer-gaining-nacked	number of domain transfers initiated by this registrar that were n'acked rejected (e.g., EPP transfer op="reject") by the other registrar	
	27	transfer-losing-successfully	number of domain transfers initiated by another registrar that this registrar ack'd—either by command were successfully completed (either explicitly or automatically approved)	
	28	transfer-losing-nacked	number of domain transfers initiated by another registrar that this registrar n'acked rejected (e.g., EPP transfer op="reject")	
	29	transfer-disputed-won	number of transfer disputes in which this registrar prevailed (reported in the month where the determination happened)	
	30	transfer-	number of transfer disputes this registrar lost	

Section	Change to Text			Comments and Rationale
		disputed-lost	(reported in the month where the determination happened)	
	31	transfer-disputed-nodecision	number of transfer disputes involving this registrar with a split or no decision (reported in the month where the determination happened)	
	32	deleted-domains-grace	domains deleted within the add grace period (does not include names deleted while in EPP pendingCreate status). A deletion must be reported in the month the name is purged.	
	33	deleted-domains-nograce	domains deleted outside the add grace period (does not include names deleted while in EPP pendingCreate status). A deletion must be reported in the month the name is purged.	
	34	restored-domains	domain names restored from redemption period	
	35	restored-noreport	total number of restored names for which the registrar failed to submit a restore report	
	36	agp-exemption-requests	total number of AGP (add grace period) exemption requests	
	37	agp-exemptions-granted	total number of AGP (add grace period) exemption requests granted	
	38	agp-exempted-domains	total number of names affected by granted AGP (add grace period) exemption requests	
	39	attempted-adds	number of attempted (both successful and failed) domain name create commands	
Specification 4 Section 1.4	1.4. The fields specified below set forth the minimum output requirements. Registry Operator may output data fields in addition to those specified below, subject to approval by ICANN, which approval shall not be unreasonably withheld.			Clarification that ICANN will not unreasonably withhold its approval.

Section	Change to Text	Comments and Rationale
Specification 4 Section 1.8	1.8. The format of the following data fields: domain status, individual and organizational names, address, street, city, state/province, postal code, country, telephone and fax numbers <u>(the extension will be provided as a separate field as shown above)</u> , email addresses, date and times should conform to the mappings specified in EPP RFCs 5730-5734 so that the display of this information (or values return in WHOIS responses) can be uniformly processed and understood.	Clarification that the phone/fax extension shall be provided as a separate field and not as part of the phone/fax field as the EPP standard.
Specification 4 Section 1.9	1.9. WHOIS output shall <u>In order to</u> be compatible with ICANN's common interface for WHOIS (InterNIC), <u>WHOIS output shall be in the format outline above.</u>	Provision revised to provide additional clarity
Specification 4 Section 2.1.2	2.1.2 Credentialing Requirements. Registry Operator, through the facilitation of the CZDA Provider, will request each user to provide it with information sufficient to correctly identify and locate the user. Such user information will include, without limitation, company name, contact name, address, telephone number, facsimile number, email address, and the Internet host machine name and IP address.	Clarification that the host name is not a required field.
Specification 4 Section 3.2	3.2. Exceptional Access to Thick Registration Data. In case of a registrar failure, deaccreditation, court order, etc. that prompts the temporary or definitive transfer of its domain names to another registrar, at the request of ICANN, Registry Operator will provide ICANN with up-to-date data for the domain names of the losing registrar. The data will be provided in the format specified in Specification 2 for Data Escrow. The file will only contain data related to the domain names of the losing registrar. Registry Operator will provide the data within three <u>as soon as commercially practicable, but in no event later than five (5)</u> calendar days <u>following ICANN's request</u> . Unless otherwise agreed by Registry Operator and ICANN, the file will	In response to public comment, period for compliance extended from three calendar days to five calendar days, although data should be provided as soon as commercially practicable.

Section	Change to Text	Comments and Rationale
	be made available for download by ICANN in the same manner as the data specified in Section 3.1 of this Specification.	
Specification 5 Section 5	<p>5. International Olympic Committee; International Red Cross and Red Crescent Movement. The following <u>As instructed from time to time by ICANN, the</u> names (including their IDN variants, where applicable) <u>relating to the International Olympic Committee, International Red Cross and Red Crescent Movement listed at</u> http://archive.icann.org/en/resources/registries/reserved shall be withheld from registration or allocated to Registry Operator at the second level within the TLD. Additional <u>International Olympic Committee, International Red Cross and Red Crescent Movement</u> names (including their IDN variants) may be added to the following list upon ten (10) calendar days notice from ICANN to Registry Operator. Such names may not be activated in the DNS, and may not be released for registration to any person or entity other than Registry Operator. Upon conclusion of Registry Operator's designation as operator of the registry for the TLD, all such names withheld from registration or allocated to Registry Operator shall be transferred as specified by ICANN. Registry Operator may self-allocate and renew such names without use of an ICANN accredited registrar, which will not be considered Transactions for purposes of Section 6.1 of the Agreement.</p>	Clarifications in response to public comment. Link inserted rather than embedded table.
Specification 5 Section 6	<p>6. Intergovernmental Organizations. As instructed from time to time by ICANN, Registry Operator will implement the protections mechanism determined by the ICANN Board of Directors relating to the protection of identifiers for Intergovernmental Organizations. <u>A list of reserved names for this Section 6 is available at</u> http://archive.icann.org/en/resources/registries/reserved. <u>Additional names (including their IDN variants) may be added to the list upon ten (10) calendar days notice from ICANN to Registry Operator.</u> Any such protected identifiers for Intergovernmental Organizations may not be activated in the DNS, and may not be released for registration to any person or entity other than Registry</p>	Link inserted rather than embedded table. Provision also revised to provide for addition of reserved names upon notice to Registry Operator.

Section	Change to Text	Comments and Rationale
	Operator. Upon conclusion of Registry Operator’s designation as operator of the registry for the TLD, all such protected identifiers shall be transferred as specified by ICANN. Registry Operator may self-allocate and renew such names without use of an ICANN accredited registrar, which will not be considered Transactions for purposes of Section 6.1 of the Agreement.	
Specification 6 Section 1.1	1.1. DNS. Registry Operator shall comply with relevant existing RFCs and those published in the future by the Internet Engineering Task Force (IETF), including all successor standards, modifications or additions thereto relating to the DNS and name server operations including without limitation RFCs 1034, 1035, 1982, 2181, 2182, 2671, 3226, 3596, 3597, 4343, and 5966. <u>DNS labels may only include hyphens in the third and fourth position if they represent valid IDNs (as specified above) in their ASCII encoding (e.g., “xn--ndk061n”).</u>	Provision moved from Section 1.4.
Specification 6 Section 1.2	1.2. EPP. Registry Operator shall comply with relevant existing RFCs and those published in the future by the Internet Engineering Task Force (IETF) including all successor standards, modifications or additions thereto relating to the provisioning and management of domain names using the Extensible Provisioning Protocol (EPP) in conformance with RFCs 5910, 5730, 5731, 5732 <u>(if using host objects)</u> , 5733 and 5734. If Registry Operator implements Registry Grace Period (RGP), it will comply with RFC 3915 and its successors. If Registry Operator requires the use of functionality outside the base EPP RFCs, Registry Operator must document EPP extensions in Internet-Draft format following the guidelines described in RFC 3735. Registry Operator will provide and update the relevant documentation of all the EPP Objects and Extensions supported to ICANN prior to deployment.	Clarification that supporting EPP host objects is optional.

Section	Change to Text	Comments and Rationale
Specification 6 Section 1.4	<p>1.4. IDN. If the Registry Operator offers Internationalized Domain Names (“IDNs”), it shall comply with RFCs 5890, 5891, 5892, 5893 and their successors. Registry Operator shall comply with the ICANN IDN Guidelines at <http://www.icann.org/en/topics/idn/implementation-guidelines.htm>, as they may be amended, modified, or superseded from time to time. Registry Operator shall publish and keep updated its IDN Tables and IDN Registration Rules in the IANA Repository of IDN Practices as specified in the ICANN IDN Guidelines. DNS labels may only include hyphens in the third and fourth position if they represent valid IDNs (as specified above) in their ASCII encoding (e.g., “xn--ndk061n”).</p>	Provision moved to Section 1.1.
Specification 7 Section 1	<p>1. Rights Protection Mechanisms. Registry Operator shall implement and adhere to the rights protection mechanisms (“RPMs”) specified in this Specification. In addition to such RPMs, Registry Operator may develop and implement additional RPMs that discourage or prevent registration of domain names that violate or abuse another party’s legal rights. Registry Operator will include all ICANN mandated and independently developed RPMs <u>RPMs required by this Specification 7 and any additional RPMs developed and implemented by Registry Operator</u> in the registry-registrar agreement entered into by ICANN-accredited registrars authorized to register names in the TLD. Registry Operator shall implement in accordance with requirements set forth therein each of the mandatory RPMs set forth in the Trademark Clearinghouse as of the date hereof, as posted at [<i>url to be inserted</i>] (the “Trademark Clearinghouse Requirements”), which may be revised in immaterial respects by ICANN from time to time. Registry Operator shall not mandate that any owner of applicable intellectual property rights use any other trademark information aggregation, notification, or validation service in addition to or instead of the ICANN-designated Trademark Clearinghouse. If there is a conflict between the terms and conditions of this Agreement and the Trademark Clearinghouse Requirements, the terms and conditions of this Agreement shall</p>	In response to public comment, provision revised to make clear that Registry Operator must implement the RPMs required by Specification 7 but may also implement its RPMs as well.

Section	Change to Text	Comments and Rationale																										
	control.																											
Specification 9 Section 6	<p>6. Registry Operator may request an exemption to this Code of Conduct, and such exemption may be granted by ICANN in ICANN’s reasonable discretion, if Registry Operator demonstrates to ICANN’s reasonable satisfaction that (i) all domain name registrations in the TLD are registered to, and maintained by, Registry Operator for its own<u>the</u> exclusive use <u>of Registry Operator or its Affiliates</u>, (ii) Registry Operator does not sell, distribute or transfer control or use of any registrations in the TLD to any third party that is not an Affiliate of Registry Operator, and (iii) application of this Code of Conduct to the TLD is not necessary to protect the public interest.</p>	<p>In response to public comment, provision revised to include TLDs in which domain names are only registered to Registry Operator and its Affiliates.</p>																										
Specification 10 Section 2	<p>2. <u>Service Level Agreement Matrix</u></p> <table border="1" data-bbox="430 768 1411 1391"> <thead> <tr> <th></th> <th>Parameter</th> <th>SLR (monthly basis)</th> </tr> </thead> <tbody> <tr> <td rowspan="4">DNS</td> <td>DNS service availability</td> <td>0 min downtime = 100% availability</td> </tr> <tr> <td>DNS name server availability</td> <td>≤ 432 min of downtime (≈ 99%)</td> </tr> <tr> <td>TCP DNS resolution RTT</td> <td>≤ 1500 ms, for at least 95% of the queries</td> </tr> <tr> <td>UDP DNS resolution RTT</td> <td>≤ 500 ms, for at least 95% of the queries</td> </tr> <tr> <td rowspan="3">RDDS</td> <td>DNS update time</td> <td>≤ 60 min, for at least 95% of the probes</td> </tr> <tr> <td>RDDS availability</td> <td>≤ 864 min of downtime (≈ 98%)</td> </tr> <tr> <td>RDDS query RTT</td> <td>≤ 2000 ms, for at least 95% of the queries</td> </tr> <tr> <td rowspan="3">EPP</td> <td>RDDS update time</td> <td>≤ 60 min, for at least 95% of the probes</td> </tr> <tr> <td>EPP service availability</td> <td>≤ 864 min of downtime (≈ 98%)</td> </tr> <tr> <td>EPP session-command</td> <td>≤ 4000 ms, for at least 90% of the</td> </tr> </tbody> </table>		Parameter	SLR (monthly basis)	DNS	DNS service availability	0 min downtime = 100% availability	DNS name server availability	≤ 432 min of downtime (≈ 99%)	TCP DNS resolution RTT	≤ 1500 ms, for at least 95% of the queries	UDP DNS resolution RTT	≤ 500 ms, for at least 95% of the queries	RDDS	DNS update time	≤ 60 min, for at least 95% of the probes	RDDS availability	≤ 864 min of downtime (≈ 98%)	RDDS query RTT	≤ 2000 ms, for at least 95% of the queries	EPP	RDDS update time	≤ 60 min, for at least 95% of the probes	EPP service availability	≤ 864 min of downtime (≈ 98%)	EPP session-command	≤ 4000 ms, for at least 90% of the	<p>Edit to clarify previous text.</p>
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Section	Change to Text		Comments and Rationale	
		RTT	commands	
		EPP query-command RTT	≤ 2000 ms, for at least 90% of the commands	
		EPP transform-command RTT	≤ 4000 ms, for at least 90% of the commands	
	<p>Registry Operator is encouraged to do maintenance for the different services at the times and dates of statistically lower traffic for each service. However, note that there is no provision for planned outages or similar periods of unavailable or slow service; any downtime, be it for maintenance or due to system failures, will be noted simply as downtime and counted for SLA purposes.</p>			
<p>Specification 11 Section 1</p>	<p>1. Registry Operator will use only ICANN accredited registrars that are party to the Registrar Accreditation Agreement approved by the ICANN Board of Directors on _____, 27 June 2013 in registering domain names. A list of such registrars shall be maintained by ICANN on ICANN's website.</p>		<p>Change reflects the Board's approval of the Registrar Accreditation Agreement on 27 June 2013.</p>	
<p>Specification 11 Section 3</p>	<p>3. Registry Operator agrees to perform the following specific public interest commitments, which commitments shall be enforceable by ICANN and through the PICDRP. Registry Operator shall comply with the PICDRP. Registry Operator agrees to implement and adhere to any remedies ICANN imposes (which may include any reasonable remedy, including for the avoidance of doubt, the termination of the Registry Agreement pursuant to Section 4.3(e) of the Agreement) following a determination by any PICDRP panel and to be bound by any such determination.</p> <p>{Registry Operator to insert specific commitments here, if applicable}</p> <p>a. Registry Operator will include a provision in its Registry-Registrar Agreement that requires Registrars to include in their Registration Agreements a provision prohibiting Registered Name Holders from distributing malware, abusively</p>		<p>The changes to Spec 11 are in response to the New gTLD Program Committee responding to the GAC's safeguard advice in the Beijing Communiqué. During the public comment period on the safeguard advice in the GAC's Beijing Communiqué, many members of the community suggested that if the NGPC accepts the advice, it could be done through the PIC Spec in the New gTLD Registry Agreement. The NGPC adopted resolutions on 25 June 2013 directing staff to revise the New gTLD Registry Agreement to include new provisions in the PIC Spec to implement the GAC's</p>	

Section	Change to Text	Comments and Rationale
	<p><u>operating botnets, phishing, piracy, trademark or copyright infringement, fraudulent or deceptive practices, counterfeiting or otherwise engaging in activity contrary to applicable law, and providing (consistent with applicable law and any related procedures) consequences for such activities including suspension of the domain name.</u></p> <p><u>b. Registry Operator will periodically conduct a technical analysis to assess whether domains in the TLD are being used to perpetrate security threats, such as pharming, phishing, malware, and botnets. Registry Operator will maintain statistical reports on the number of security threats identified and the actions taken as a result of the periodic security checks. Registry Operator will maintain these reports for the term of the Agreement unless a shorter period is required by law or approved by ICANN, and will provide them to ICANN upon request.</u></p> <p><u>c. Registry Operator will operate the TLD in a transparent manner consistent with general principles of openness and non-discrimination by establishing, publishing and adhering to clear registration policies.</u></p> <p><u>d. Registry Operator of a “Generic String” TLD may not impose eligibility criteria for registering names in the TLD that limit registrations exclusively to a single person or entity and/or that person’s or entity’s “Affiliates” (as defined in Section 2.9(c) of the Registry Agreement). “Generic String” means a string consisting of a word or term that denominates or describes a general class of goods, services, groups, organizations or things, as opposed to distinguishing a specific brand of goods, services, groups, organizations or things from those of others.</u></p>	<p>advice</p>