1 Jeffrey A. LeVee (State Bar No. 125863)
   Sean W. Jaquez (State Bar No. 223132)
2 Samantha S. Eisner (State Bar No. 230344)
   JONES DAY
3 555 South Flower Street
   Fiftieth Floor
4 Los Angeles, CA 90071-2300
   Telephone: (213) 489-3939
5 Facsimile: (213) 243-2539

6 Attorneys for Defendants
   INTERNET CORPORATION FOR ASSIGNED
7 NAMES AND NUMBERS and erroneously named
   INTERNET ASSIGNED NUMBERS AUTHORITY

8

9   SUPERIOR COURT OF THE STATE OF CALIFORNIA

10   COUNTY OF LOS ANGELES

11

12 C. ITOH MIDDLE EAST E.C. (Bahrain)   CASE NO. SC090220
    through the real party in interest, NATIONAL
13 UNION FIRE INSURANCE COMPANY OF   Assigned for all purposes to
    PITTSBURGH, PA,,   Honorable John L. Segal
14
                 Plaintiff,   **DEFENDANT INTERNET
15   CORPORATION FOR ASSIGNED
         v.   NAMES AND NUMBERS' AND
16   ERRONEOUSLY-NAMED
    INTERNET CORPORATION FOR   DEFENDANT INTERNET
17 ASSIGNED NAMES AND NUMBERS,   ASSIGNED NUMBERS
    INTERNET ASSIGNED NUMBERS   AUTHORITY'S REQUEST FOR
18 AUTHORITY, the PEOPLE'S REPUBLIC   JUDICIAL NOTICE IN SUPPORT OF
    OF THE CONGO, and THE CONGOLESE   DEMURRER TO PLAINTIFF'S
19 REDEMPTION FUND,,   COMPLAINT; DECLARATION OF
                                                SEAN W. JAQUEZ**
20   Defendants.
                                                [Demurrer filed concurrently herewith;
21   Compendium of Non-California
                                                Authorities and [Proposed] Order lodged
22   concurrently herewith]

23   DATE: September 20, 2006
                                                TIME: 8:30 a.m.
24   DEPT: M

25   Complaint Filed: June 28, 2006

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LAI-2253588v1   1

ICANN'S AND IANA'S REQUEST FOR JUDICIAL NOTICE

Pursuant to Evidence Code sections 452 and 453 and Civil Procedure Code

section 430.30(a), Defendant Internet Corporation for Assigned Names and Numbers ("ICANN")

and erroneously-named Defendant Internet Assigned Numbers Authority ("IANA")[1] hereby

respectfully request that, in considering ICANN's and IANA's concurrently-filed Demurrer, the

Court take judicial notice of the following documents:

(A) **ICANN's Bylaws**, dated February 28, 2006, *available at*, http://www.icann.org/general/archive-bylaws/bylaws-28feb06.htm. [Exhibit A to the Declaration of Sean W. Jaquez, dated August 28, 2006 ("Jaquez Decl.").]

(B) **Memorandum of Understanding** between U.S. Department of Commerce and Internet Corporation for Assigned Names and Numbers, dated November 25, 1998 (hereinafter "MOU"), *available at*, http://www.ntia.doc.gov/ntiahome/domainname/icann-memorandum.htm. [Jaquez Decl., Ex. B.]

(C) **Amendment 6 to the MOU**, dated September 17, 2003, *available at*, http://www.ntia.doc.gov/ntiahome/domainname/agreements/amendment6_09162003.htm. [Jaquez Decl., Ex. C.]

(D) **IANA Functions Purchase Order** between U.S. Department of Commerce and Internet Corporation for Assigned Names and Numbers, dated March 13, 2003 (hereinafter "IANA Contract"), *available at*, http://www.ntia.doc.gov/ntiahome/domainname/iana/2003/ianaorder_03142003.htm. [Jaquez Decl., Ex. D.]

(E) **ICP-1: Internet Domain Name System Structure and Delegation (ccTLD Administration and Delegation)**, dated May 21, 1999 (hereinafter "ICP-1"), *available at*, http://www.icann.org/icp/icp-1.htm. [Jaquez Decl., Ex. E.]

(F) **RFC 1591: Domain Name System Structure and Delegation**, dated March 1994 (hereinafter "RFC 1591"), *available at*, http://www.isi.edu/in-notes/rfc1591.txt. [Jaquez Decl., Ex. F.]

(G) **Excerpts from Network Information Center's Web Site**, printed on July 31, 2006, *available at*, http://www.nic.cg/cgi-

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[1] IANA is a function performed by ICANN pursuant to an agreement with the U.S. Department of Commerce ("DOC"). IANA is not an entity and cannot be a party to any action. As such, ICANN objects to the inclusion of IANA to this lawsuit.

ICANN'S AND IANA'S REQUEST FOR JUDICIAL NOTICE

bin/index.pl; http://www.nic.cg/cgi-bin/policy.pl. [Jaquez Decl., Ex. G.]

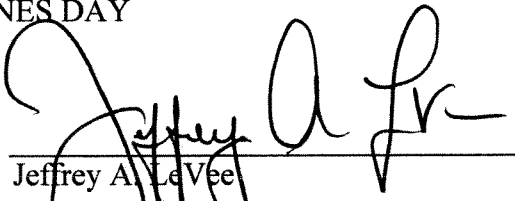(H) **Communiqué of Governmental Advisory Committee**, dated August 24, 1999, *available at*, http://www.icann.org/committees/gac/communique-24aug99.htm. [Jaquez Decl., Ex. H.]

(I) **Letter from Drafting Committee, Alternate ccTLD Best Practices Draft**, dated March 3, 2000, *available at*, http://www.iana.org/reports/cx-report-07mar06.pdf. [Jaquez Decl., Ex. I.]

These documents are official acts of an administrative agency of the United States and/or constitute facts that are not reasonably subject to dispute. Accordingly, they may be properly considered in connection with the Court's consideration of ICANN's and IANA's concurrently-filed Demurrer.

This Request is based upon this Notice of Request and Request, the accompanying Memorandum of Points and Authorities set forth below, the accompanying declaration of Sean W. Jaquez attached hereto, the exhibits attached hereto, and upon such other matters and argument as may be presented to the Court at or prior to the hearing on this Request and on the concurrently-filed Demurrer to which this Request relates.

Dated: August 28, 2006

JONES DAY

By: _____
Jeffrey A. LeVee

Attorneys for Defendants
INTERNET CORPORATION FOR
ASSIGNED NAMES AND NUMBERS
AND ERRONEOUSLY NAMED
INTERNET ASSIGNED NUMBERS
AUTHORITY

MEMORANDUM OF POINTS AND AUTHORITIES

In considering a demurrer, a court may consider facts that are properly the subject of judicial notice. Cal. Civ. Proc. Code § 430.30(a); Cal. Evid. Code §§ 452-454. Here, the Court may take judicial notice of Exhibits A through I attached to the Declaration of Sean W. Jaquez ("Jaquez Declaration") pursuant to Evidence Code section 452, subsection (h), because they contain facts and propositions that are not reasonably subject to dispute and are capable of immediate and accurate determination by resort to sources of reasonably indisputable accuracy. Indeed, each exhibit is publicly-available on the web site of the source of each document (typically, ICANN's website). *E.g.*, *Moehring v. Thomas*, 126 Cal. App. 4th 1515, 1524 n.5 (2005) (taking judicial notice of documents on U.S. Dept. of Agriculture Forest Service's web site); *In re White*, 121 Cal. App. 4th 1453, 1469 n.14 (2004) (taking judicial notice of documents on State Bar official web site); *Gentry v. eBay, Inc.*, 99 Cal. App. 4th 816, 821 n.1, 822-24 (2002) (taking judicial notice of eBay's web site and granting demurrer); *Walt Rankin & Assocs., Inc. v. City of Murrieta*, 84 Cal. App. 4th 605, 623-624 n.12 (2000) (taking judicial notice of Insurance Commissioner's web site); *see Cairns v. Franklin Mint Co.*, 107 F. Supp. 2d 1212, 1216 (C.D. Cal. 2000) ("Although not submitted by the parties, the Court takes judicial notice of the following pages on the Warhol Museum's internet site which sells posters and other products featuring Warhol's work"); *see VeriSign, Inc. v. Internet Corp. for Assigned Names and Numbers*, 2004 U.S. Dist. LEXIS 17330 at * 4 n.2, Case No. CV 04-1292 AHM (CTx) (C.D. Cal. Aug. 26, 2004) (taking judicial notice of ICANN's Bylaws from ICANN's web site).

Since the aforementioned documents are publicly-available on the noted web sites, and since it cannot be reasonably disputed that those items exist and discuss the matters set forth therein, they may be judicially-noticed. As it happens, various exhibits that plaintiff attached to the Complaint themselves reference documents from the very same web sites. (*E.g.*, Complaint, Exs. 12 (excerpt from ICANN's web site); 13 (excerpt from IANA's web site); 14 (excerpts from federal government agency's web site and Network Information Center's ("NIC") web site).)

The Court may also take judicial notice of Exhibits B through D attached to the Jaquez Declaration pursuant to Evidence Code section 452, subsection (c), which includes official acts of

1   an administrative agency of the United States. Each exhibit consists of an agreement (or

2   amendment to an agreement) between the United States Department of Commerce and a third-

3   party. Courts have found that such records of an administrative agency are proper subjects for

4   judicial notice. *Associated Builders & Contractors v. San Francisco Airports Com'n.*, 21 Cal. 4th

5   352, 375 n.4 (1999) (taking judicial notice of administrative agency records); *E. H. Morrill Co. v.*

6   *State*, 65 Cal. 2d 787, 794 (1967) ("The trial court was bound to notice judicially the provisions

7   of the contract [between defendant and the United States government] and in considering the

8   complaint to read the pleading as if the contract were set out in full therein. [brackets in original;

9   citations omitted]."); *Pacific Gas & Electric Co. v. Dame Constr. Co.*, 191 Cal. App. 3d 233, 241

10 n.4 (1987) (taking judicial notice, under Evidence Code § 452(c), of agreements approved by

11 administrative agency and noting that these documents "more than meet the statute's requirement

12 of reliability"). Exhibits B through D of the Jaquez Declaration are contained in the United States

13 Department of Commerce's records and, as such, may be judicially-noticed.

CONCLUSION

15   ICANN's and IANA's request that the Court take judicial notice of the above-identified

16 documents, attached to the Jaquez Declaration as Exhibits A through I, should be granted.

17 Dated: August 28, 2006   JONES DAY

19 By: _____
        Jeffrey A. LeVee

        Attorneys for Defendants
        INTERNET CORPORATION FOR
        ASSIGNED NAMES AND NUMBERS
        AND ERRONEOUSLY NAMED
        INTERNET ASSIGNED NUMBERS
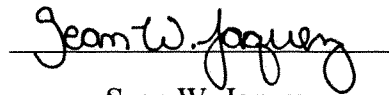   AUTHORITY

DECLARATION OF S. JAQUEZ ISO RJN

DECLARATION OF SEAN W. JAQUEZ

I, Sean W. Jaquez declare:

1. I am an attorney duly licensed to practice in the State of California, and an associate of the law firm of Jones Day, attorneys of record for Defendant Internet Corporation for Assigned Names and Numbers ("ICANN") and erroneously-named Defendant Internet Assigned Numbers Authority ("IANA").

2. I make this Declaration in support of ICANN's and IANA's Request for Judicial Notice.

3. I make this Declaration based on my own personal knowledge, and if called as a witness, I would testify competently to each of the following facts.

4. True and correct copies of the documents that this Court has been asked to take judicial notice of are attached as follows:

> **Exhibit A:** ICANN's Bylaws, dated February 28, 2006, *available at*, http://www.icann.org/general/archive-bylaws/bylaws-28feb06.htm.

> **Exhibit B:** Memorandum of Understanding between U.S. Department of Commerce and Internet Corporation for Assigned Names and Numbers, dated November 25, 1998, *available at*, http://www.ntia.doc.gov/ntiahome/domainname/icann-memorandum.htm.

> **Exhibit C:** Amendment 6 to the MOU, dated September 17, 2003, *available at*, http://www.ntia.doc.gov/ntiahome/domainname/agreements/amendment6_09162003.htm.

> **Exhibit D:** IANA Functions Purchase Order between U.S. Department of Commerce and Internet Corporation for Assigned Names and Numbers, dated March 13, 2003, *available at*, http://www.ntia.doc.gov/ntiahome/domainname/iana/2003/ianaorder_03142003.htm.

> **Exhibit E:** ICP-1: Internet Domain Name System Structure and Delegation (ccTLD Administration and Delegation), dated May 21, 1999, *available at*, http://www.icann.org/icp/icp-1.htm.

> **Exhibit F:** Domain Name System Structure and Delegation, dated March 1994, *available at*, http://www.isi.edu/in-notes/rfc1591.txt.

> **Exhibit G:** Excerpts from Network Information Center's Web Site, printed on July 31, 2006, *available at*, http://www.nic.cg/cgi-bin/index.pl; http://www.nic.cg/cgi-bin/policy.pl.

1   **Exhibit H:** Communiqué of Governmental Advisory Committee, dated August 24, 1999, *available at*,
2   http://www.icann.org/committees/gac/communique-24aug99.htm.

3   **Exhibit I:** Letter from Drafting Committee, Alternate ccTLD Best Practices Draft, dated March 3, 2000, *available at*,
4   http://www.iana.org/reports/cx-report-07mar06.pdf.

5   I declare under penalty of perjury of the laws of the State of California that the foregoing

6   is true and correct.

7   Executed this 28th day of August, 2006 in Los Angeles, California.

8

9   _Sean W. Jaquez_
10   Sean W. Jaquez

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**JAQUEZ DECLARATION IN SUPPORT OF
ICANN'S AND IANA'S REQUEST FOR JUDICIAL NOTICE**

EXHIBIT A

Site Map || Forum   Quick Links Announcements   Go

ICANN Home >> ICANN Info >> Board Meetings

BYLAWS FOR INTERNET CORPORATION FOR ASSIGNED NAMES AND NUMBERS
A California Nonprofit Public-Benefit Corporation
As amended effective 28 February 2006

TABLE OF CONTENTS

ARTICLE I: MISSION AND CORE VALUES

Section 1. MISSION

The mission of The Internet Corporation for Assigned Names and Numbers ("ICANN") is to coordinate, at the overall level, the global Internet's systems of unique identifiers, and in particular to ensure the stable and secure operation of the Internet's unique identifier systems. In particular, ICANN:

1. Coordinates the allocation and assignment of the three sets of unique identifiers for the Internet, which are

    a. Domain names (forming a system referred to as "DNS");

    b. Internet protocol ("IP") addresses and autonomous system ("AS") numbers; and

    c. Protocol port and parameter numbers.

2. Coordinates the operation and evolution of the DNS root name server system.

3. Coordinates policy development reasonably and appropriately related to these technical functions.

Section 2. CORE VALUES

In performing its mission, the following core values should guide the decisions and actions of ICANN:

1. Preserving and enhancing the operational stability, reliability, security, and global interoperability of the Internet.

2. Respecting the creativity, innovation, and flow of information made possible by the Internet by limiting ICANN's activities to those matters within ICANN's mission requiring or significantly benefiting from global coordination.

3. To the extent feasible and appropriate, delegating coordination functions to or recognizing the policy role of other responsible entities that reflect the interests of affected parties.

4. Seeking and supporting broad, informed participation reflecting the functional, geographic, and cultural diversity of the Internet at all levels of policy development and decision-making.

5. Where feasible and appropriate, depending on market mechanisms to promote and sustain a competitive environment.

6. Introducing and promoting competition in the registration of domain names where practicable and beneficial in the public interest.

7. Employing open and transparent policy development mechanisms that (i) promote well-informed decisions based on expert advice, and (ii) ensure that those entities most affected can assist in the policy development process.

8. Making decisions by applying documented policies neutrally and objectively, with integrity and fairness.

9. Acting with a speed that is responsive to the needs of the Internet while, as part of the decision-making process, obtaining informed input from those entities most affected.

10. Remaining accountable to the Internet community through mechanisms that enhance ICANN's effectiveness.

11. While remaining rooted in the private sector, recognizing that governments and public authorities are responsible for public policy and duly taking into account governments' or public authorities' recommendations.

These core values are deliberately expressed in very general terms, so that they may provide useful and relevant guidance in the broadest possible range of circumstances. Because they are not narrowly prescriptive, the specific way in which they apply, individually and collectively, to each new situation will necessarily depend on many factors that cannot be fully anticipated or enumerated; and because they are statements of principle rather than practice, situations will inevitably arise in which perfect fidelity to all eleven core values simultaneously is not possible. Any ICANN body making a recommendation or decision shall exercise its judgment to determine which core values are most relevant and how they apply to the specific circumstances of the case at hand, and to determine, if necessary, an appropriate and defensible balance among competing values.

ARTICLE II: POWERS

Section 1. GENERAL POWERS

Except as otherwise provided in the Articles of Incorporation or these Bylaws, the powers of ICANN shall be exercised by, and its property controlled and its business and affairs conducted by or under the direction of, the Board. With respect to any matters that would fall within the provisions of Article III, Section 6, the Board may act only by a majority vote of all members of the Board. In all other matters, except as otherwise provided in these Bylaws or by law, the Board may act by majority vote of those present at any annual, regular, or special meeting of the Board. Any references in these Bylaws to a vote of the Board shall mean the vote of only those members present at the meeting where a quorum is present unless otherwise specifically provided in these Bylaws by reference to "all of the members of the Board."

Section 2. RESTRICTIONS

ICANN shall not act as a Domain Name System Registry or Registrar or Internet Protocol Address Registry in competition with entities affected by the policies of ICANN. Nothing in this Section is intended to prevent ICANN from taking whatever steps are necessary to protect the operational stability of the Internet in the event of financial failure of a Registry or Registrar or other emergency.

Section 3. NON-DISCRIMINATORY TREATMENT

ICANN shall not apply its standards, policies, procedures, or practices inequitably or single out any particular party for disparate treatment unless justified by substantial and reasonable cause, such as the promotion of effective competition.

ARTICLE III: TRANSPARENCY

Section 1. PURPOSE

ICANN and its constituent bodies shall operate to the maximum extent feasible in an open and transparent manner and consistent with procedures designed to ensure fairness.

Section 2. WEBSITE

ICANN shall maintain a publicly-accessible Internet World Wide Web site (the "Website"), which may include, among other things, (i) a calendar of scheduled meetings of the Board, Supporting Organizations, and Advisory Committees; (ii) a docket of all pending policy development matters, including their schedule and current status; (iii) specific meeting notices and agendas as described below; (iv) information on ICANN's budget, annual audit, financial contributors and the amount of their contributions, and related matters; (v) information about the availability of accountability mechanisms, including reconsideration, independent review, and Ombudsman activities, as well as information about the outcome of specific requests and complaints invoking these mechanisms; (vi) announcements about ICANN activities of interest to significant segments of the ICANN community; (vii) comments received from the community on policies being developed and other matters; (viii) information about ICANN's physical meetings and public forums; and (ix) other information of interest to the ICANN community.

Section 3. MANAGER OF PUBLIC PARTICIPATION

There shall be a staff position designated as Manager of Public Participation, or such other title as shall be determined by the President, that shall be responsible, under the direction of the President, for coordinating the various aspects of public participation in ICANN, including the Website and various other means of communicating with and receiving input from the general community of Internet users.

Section 4. MEETING NOTICES AND AGENDAS

At least seven days in advance of each Board meeting (or if not practicable, as far in advance as is practicable), a notice of such meeting and, to the extent known, an agenda for the meeting shall be posted.

Section 5. MINUTES AND PRELIMINARY REPORTS

1. All minutes of meetings of the Board and Supporting Organizations (and any councils thereof) shall be approved promptly by the originating body and provided to the ICANN Secretary for posting on the Website.

2. No later than five (5) business days after each meeting (as calculated by local time at the location of ICANN's principal office), any actions taken by the Board shall be made publicly available in a preliminary report on the Website; provided, however, that any actions relating to personnel or employment matters, legal matters (to the extent the Board determines it is necessary or appropriate to protect the interests of ICANN), matters that ICANN is prohibited by law or contract from disclosing publicly, and other matters that the Board determines, by a three-quarters (3/4) vote of Directors present at the meeting and voting, are not appropriate for public distribution, shall not be included in the preliminary report made publicly available. For any matters that the Board determines not to disclose, the Board shall describe in general terms in the relevant preliminary report the reason for such nondisclosure.

3. No later than the day after the date on which they are formally approved by the Board (or, if such day is not a business day, as calculated by local time at the location of ICANN's principal office, then the next immediately following business day), the minutes shall be made publicly available on the Website; provided, however, that any minutes relating to personnel or employment matters, legal matters (to the extent the Board determines it is necessary or appropriate to protect the interests of ICANN), matters that ICANN is prohibited by law or contract from disclosing publicly, and other matters that the Board determines, by a three-quarters (3/4) vote of Directors present at the meeting and voting, are not appropriate for public distribution, shall not be included in the minutes made publicly available. For any matters that the Board determines not to disclose, the Board shall describe in general terms in the relevant minutes the reason for such nondisclosure.

Section 6. NOTICE AND COMMENT ON POLICY ACTIONS

1. With respect to any policies that are being considered by the Board for adoption that substantially affect the operation of the Internet or third parties, including the imposition of any fees or charges, ICANN shall:

    a. provide public notice on the Website explaining what policies are being considered for adoption and why, at least twenty-one days (and if practical, earlier) prior to any action by the Board;

    b. provide a reasonable opportunity for parties to comment on the adoption of the proposed policies, to see the comments of others, and to reply to those comments, prior to any action by the Board; and

    c. in those cases where the policy action affects public policy concerns, to request the opinion of the Governmental Advisory Committee and take duly into account any advice timely presented by the Governmental Advisory Committee on its own initiative or at the Board's request.

2. Where both practically feasible and consistent with the relevant policy development process, an in-person public forum shall also be held for discussion of any proposed policies as described in Section 6(1)(b) of this Article, prior to any final Board action.

3. After taking action on any policy subject to this Section, the Board shall publish in the meeting minutes the reasons for any action taken, the vote of each Director voting on the action, and the separate statement of any Director desiring publication of such a statement.

Section 7. TRANSLATION OF DOCUMENTS

As appropriate and to the extent provided in the ICANN budget, ICANN shall facilitate the translation of final published documents into various appropriate languages.

ARTICLE IV: ACCOUNTABILITY AND REVIEW

Section 1. PURPOSE

In carrying out its mission as set out in these Bylaws, ICANN should be accountable to the community for operating in a manner that is consistent with these Bylaws, and with due regard for the core values set forth in Article I of these Bylaws. The provisions of this Article, creating processes for reconsideration and independent review of ICANN actions and periodic review of ICANN's structure and procedures, are intended to reinforce the various accountability mechanisms otherwise set forth in these Bylaws, including the transparency provisions of Article III and the Board and other selection mechanisms set forth throughout these Bylaws.

Section 2. RECONSIDERATION

1. ICANN shall have in place a process by which any person or entity materially affected by an action of ICANN may request review or reconsideration of that action by the Board.

2. Any person or entity may submit a request for reconsideration or review of an ICANN action or inaction ("Reconsideration Request") to the extent that he, she, or it have been adversely affected by:

   a. one or more staff actions or inactions that contradict established ICANN policy(ies); or

   b. one or more actions or inactions of the ICANN Board that have been taken or refused to be taken without consideration of material information, except where the party submitting the request could have submitted, but did not submit, the information for the Board's consideration at the time of action or refusal to act.

3. There shall be a Committee of the Board consisting of not less than three directors to review and consider any such requests ("Reconsideration Committee"). The Reconsideration Committee shall have the authority to:

   a. evaluate requests for review or reconsideration;

   b. determine whether a stay of the contested action pending resolution of the request is appropriate;

   c. conduct whatever factual investigation is deemed appropriate;

   d. request additional written submissions from the affected party, or from other parties; and

   e. make a recommendation to the Board of Directors on the merits of the request.

4. ICANN shall absorb the normal administrative costs of the reconsideration process. It reserves the right to recover from a party requesting review or reconsideration any costs which are deemed to be extraordinary in nature. When such extraordinary costs can be foreseen, that fact and the reasons why such costs are necessary and appropriate to evaluating the Reconsideration Request shall be communicated to the party seeking reconsideration, who shall then have the option of withdrawing the request or agreeing to bear such costs.

5. All Reconsideration Requests must be submitted to an e-mail address designated by the Board's Reconsideration Committee within thirty days after:

   a. for requests challenging Board actions, the date on which information about the challenged Board action is first published in a preliminary report or minutes of the

Board's meetings; or

b. for requests challenging staff actions, the date on which the party submitting the request became aware of, or reasonably should have become aware of, the challenged staff action; or

c. for requests challenging either Board or staff inaction, the date on which the affected person reasonably concluded, or reasonably should have concluded, that action would not be taken in a timely manner.

6. All Reconsideration Requests must include the information required by the Reconsideration Committee, which shall include at least the following information:

a. name, address, and contact information for the requesting party, including postal and e-mail addresses;

b. the specific action or inaction of ICANN for which review or reconsideration is sought;

c. the date of the action or inaction;

d. the manner by which the requesting party will be affected by the action or inaction;

e. the extent to which, in the opinion of the party submitting the Request for Reconsideration, the action or inaction complained of adversely affects others;

f. whether a temporary stay of any action complained of is requested, and if so, the harms that will result if the action is not stayed;

g. in the case of staff action or inaction, a detailed explanation of the facts as presented to the staff and the reasons why the staff's action or inaction was inconsistent with established ICANN policy(ies);

h. in the case of Board action or inaction, a detailed explanation of the material information not considered by the Board and, if the information was not presented to the Board, the reasons the party submitting the request did not submit it to the Board before it acted or failed to act;

i. what specific steps the requesting party asks ICANN to take-i.e., whether and how the action should be reversed, cancelled, or modified, or what specific action should be taken;

j. the grounds on which the requested action should be taken; and

k. any documents the requesting party wishes to submit in support of its request.

7. All Reconsideration Requests shall be posted on the Website.

8. The Reconsideration Committee shall have authority to consider Reconsideration Requests from different parties in the same proceeding so long as (i) the requests involve the same general action or inaction and (ii) the parties submitting Reconsideration Requests are similarly affected by such action or inaction.

9. The Reconsideration Committee shall review Reconsideration Requests promptly upon receipt and announce, within thirty days, its intention to either decline to consider or proceed to consider a Reconsideration Request after receipt of the Request. The announcement shall be posted on the

Website.

10. The Reconsideration Committee announcement of a decision not to hear a Reconsideration Request must contain an explanation of the reasons for its decision.

11. The Reconsideration Committee may request additional information or clarifications from the party submitting the Request for Reconsideration.

12. The Reconsideration Committee may ask the ICANN staff for its views on the matter, which comments shall be made publicly available on the Website.

13. If the Reconsideration Committee requires additional information, it may elect to conduct a meeting with the party seeking Reconsideration by telephone, e-mail or, if acceptable to the party requesting reconsideration, in person. To the extent any information gathered in such a meeting is relevant to any recommendation by the Reconsideration Committee, it shall so state in its recommendation.

14. The Reconsideration Committee may also request information relevant to the request from third parties. To the extent any information gathered is relevant to any recommendation by the Reconsideration Committee, it shall so state in its recommendation.

15. The Reconsideration Committee shall act on a Reconsideration Request on the basis of the public written record, including information submitted by the party seeking reconsideration or review, by the ICANN staff, and by any third party.

16. To protect against abuse of the reconsideration process, a request for reconsideration may be dismissed by the Reconsideration Committee where it is repetitive, frivolous, non-substantive, or otherwise abusive, or where the affected party had notice and opportunity to, but did not, participate in the public comment period relating to the contested action, if applicable. Likewise, the Reconsideration Committee may dismiss a request when the requesting party does not show that it will be affected by ICANN's action.

17. The Reconsideration Committee shall make a final recommendation to the Board with respect to a Reconsideration Request within ninety days following its receipt of the request, unless impractical, in which case it shall report to the Board the circumstances that prevented it from making a final recommendation and its best estimate of the time required to produce such a final recommendation. The final recommendation shall be posted on the Website.

18. The Board shall not be bound to follow the recommendations of the Reconsideration Committee. The final decision of the Board shall be made public as part of the preliminary report and minutes of the Board meeting at which action is taken.

19. The Reconsideration Committee shall submit a report to the Board on an annual basis containing at least the following information for the preceding calendar year:

a. the number and general nature of Reconsideration Requests received;

b. the number of Reconsideration Requests on which the Committee has taken action;

c. the number of Reconsideration Requests that remained pending at the end of the calendar year and the average length of time for which such Reconsideration Requests have been pending;

d. a description of any Reconsideration Requests that were pending at the end of the calendar year for more than ninety (90) days and the reasons that the Committee has not taken action on them;

e. the number and nature of Reconsideration Requests that the Committee declined to consider on the basis that they did not meet the criteria established in this policy;

f. for Reconsideration Requests that were denied, an explanation of any other mechanisms available to ensure that ICANN is accountable to persons materially affected by its decisions; and

g. whether or not, in the Committee's view, the criteria for which reconsideration may be requested should be revised, or another process should be adopted or modified, to ensure that all persons materially affected by ICANN decisions have meaningful access to a review process that ensures fairness while limiting frivolous claims.

20. Each annual report shall also aggregate the information on the topics listed in paragraph 19(a)-(e) of this Section for the period beginning 1 January 2003.

Section 3. INDEPENDENT REVIEW OF BOARD ACTIONS

1. In addition to the reconsideration process described in Section 2 of this Article, ICANN shall have in place a separate process for independent third-party review of Board actions alleged by an affected party to be inconsistent with the Articles of Incorporation or Bylaws.

2. Any person materially affected by a decision or action by the Board that he or she asserts is inconsistent with the Articles of Incorporation or Bylaws may submit a request for independent review of that decision or action.

3. Requests for such independent review shall be referred to an Independent Review Panel ("IRP"), which shall be charged with comparing contested actions of the Board to the Articles of Incorporation and Bylaws, and with declaring whether the Board has acted consistently with the provisions of those Articles of Incorporation and Bylaws.

4. The IRP shall be operated by an international arbitration provider appointed from time to time by ICANN ("the IRP Provider") using arbitrators under contract with or nominated by that provider.

5. Subject to the approval of the Board, the IRP Provider shall establish operating rules and procedures, which shall implement and be consistent with this Section 3.

6. Either party may elect that the request for independent review be considered by a three-member panel; in the absence of any such election, the issue shall be considered by a one-member panel.

7. The IRP Provider shall determine a procedure for assigning members to individual panels; provided that if ICANN so directs, the IRP Provider shall establish a standing panel to hear such claims.

8. The IRP shall have the authority to:

a. request additional written submissions from the party seeking review, the Board, the Supporting Organizations, or from other parties;

b. declare whether an action or inaction of the Board was inconsistent with the Articles of Incorporation or Bylaws; and

c. recommend that the Board stay any action or decision, or that the Board take any interim action, until such time as the Board reviews and acts upon the opinion of the IRP.

9. Individuals holding an official position or office within the ICANN structure are not eligible to serve

on the IRP.

10. In order to keep the costs and burdens of independent review as low as possible, the IRP should conduct its proceedings by e-mail and otherwise via the Internet to the maximum extent feasible. Where necessary, the IRP may hold meetings by telephone.

11. The IRP shall adhere to conflicts-of-interest policy stated in the IRP Provider's operating rules and procedures, as approved by the Board.

12. Declarations of the IRP shall be in writing. The IRP shall make its declaration based solely on the documentation, supporting materials, and arguments submitted by the parties, and in its declaration shall specifically designate the prevailing party. The party not prevailing shall ordinarily be responsible for bearing all costs of the IRP Provider, but in an extraordinary case the IRP may in its declaration allocate up to half of the costs of the IRP Provider to the prevailing party based upon the circumstances, including a consideration of the reasonableness of the parties' positions and their contribution to the public interest. Each party to the IRP proceedings shall bear its own expenses.

13. The IRP operating procedures, and all petitions, claims, and declarations, shall be posted on the Website when they become available.

14. The IRP may, in its discretion, grant a party's request to keep certain information confidential, such as trade secrets.

15. Where feasible, the Board shall consider the IRP declaration at the Board's next meeting.

Section 4. PERIODIC REVIEW OF ICANN STRUCTURE AND OPERATIONS

1. The Board shall cause a periodic review, if feasible no less frequently than every three years, of the performance and operation of each Supporting Organization, each Supporting Organization Council, each Advisory Committee (other than the Governmental Advisory Committee), and the Nominating Committee by an entity or entities independent of the organization under review. The goal of the review, to be undertaken pursuant to such criteria and standards as the Board shall direct, shall be to determine (i) whether that organization has a continuing purpose in the ICANN structure, and (ii) if so, whether any change in structure or operations is desirable to improve its effectiveness. The results of such reviews shall be posted on the Website for public review and comment, and shall be considered by the Board no later than the second scheduled meeting of the Board after such results have been posted for 30 days. The consideration by the Board includes the ability to revise the structure or operation of the parts of ICANN being reviewed by a two-thirds vote of all members of the Board.

2. The first of such reviews, to be initiated no later than 15 December 2003 and to be completed in time for Board consideration at ICANN's annual meeting in 2004, shall be of the GNSO Council and the ICANN Root Server System Advisory Committee. The second of such reviews, to be initiated no later than 15 November 2004 and to be completed in time for Board consideration at ICANN's annual meeting in 2005, shall be of the ccNSO, the ccNSO Council, and such other organizations as the Board may designate.

3. The Governmental Advisory Committee shall provide its own review mechanisms.

ARTICLE V: OMBUDSMAN

Section 1. OFFICE OF OMBUDSMAN

1. There shall be an Office of Ombudsman, to be managed by an Ombudsman and to include such staff support as the Board determines is appropriate and feasible. The Ombudsman shall be a full-time position, with salary and benefits appropriate to the function, as determined by the Board.

2. The Ombudsman shall be appointed by the Board for an initial term of two years, subject to renewal by the Board.

3. The Ombudsman shall be subject to dismissal by the Board only upon a three-fourths (3/4) vote of the entire Board.

4. The annual budget for the Office of Ombudsman shall be established by the Board as part of the annual ICANN budget process. The Ombudsman shall submit a proposed budget to the President, and the President shall include that budget submission in its entirety and without change in the general ICANN budget recommended by the ICANN President to the Board. Nothing in this Article shall prevent the President from offering separate views on the substance, size, or other features of the Ombudsman's proposed budget to the Board.

Section 2. CHARTER

The charter of the Ombudsman shall be to act as a neutral dispute resolution practitioner for those matters for which the provisions of the Reconsideration Policy set forth in Section 2 of Article IV or the Independent Review Policy set forth in Section 3 of Article IV have not been invoked. The principal function of the Ombudsman shall be to provide an independent internal evaluation of complaints by members of the ICANN community who believe that the ICANN staff, Board or an ICANN constituent body has treated them unfairly. The Ombudsman shall serve as an objective advocate for fairness, and shall seek to evaluate and where possible resolve complaints about unfair or inappropriate treatment by ICANN staff, the Board, or ICANN constituent bodies, clarifying the issues and using conflict resolution tools such as negotiation, facilitation, and "shuttle diplomacy" to achieve these results.

Section 3. OPERATIONS

The Office of Ombudsman shall:

1. facilitate the fair, impartial, and timely resolution of problems and complaints that affected members of the ICANN community (excluding employees and vendors/suppliers of ICANN) may have with specific actions or failures to act by the Board or ICANN staff which have not otherwise become the subject of either the Reconsideration or Independent Review Policies;

2. exercise discretion to accept or decline to act on a complaint or question, including by the development of procedures to dispose of complaints that are insufficiently concrete, substantive, or related to ICANN's interactions with the community so as to be inappropriate subject matters for the Ombudsman to act on. In addition, and without limiting the foregoing, the Ombudsman shall have no authority to act in any way with respect to internal administrative matters, personnel matters, issues relating to membership on the Board, or issues related to vendor/supplier relations;

3. have the right to have access to (but not to publish if otherwise confidential) all necessary information and records from ICANN staff and constituent bodies to enable an informed evaluation of the complaint and to assist in dispute resolution where feasible (subject only to such confidentiality obligations as are imposed by the complainant or any generally applicable confidentiality policies adopted by ICANN);

4. heighten awareness of the Ombudsman program and functions through routine interaction with the ICANN community and online availability;

5. maintain neutrality and independence, and have no bias or personal stake in an outcome; and

6. comply with all ICANN conflicts-of-interest and confidentiality policies.

Section 4. INTERACTION WITH ICANN AND OUTSIDE ENTITIES

1. No ICANN employee, Board member, or other participant in Supporting Organizations or Advisory

Committees shall prevent or impede the Ombudsman's contact with the ICANN community (including employees of ICANN). ICANN employees and Board members shall direct members of the ICANN community who voice problems, concerns, or complaints about ICANN to the Ombudsman, who shall advise complainants about the various options available for review of such problems, concerns, or complaints.

2. ICANN staff and other ICANN participants shall observe and respect determinations made by the Office of Ombudsman concerning confidentiality of any complaints received by that Office.

3. Contact with the Ombudsman shall not constitute notice to ICANN of any particular action or cause of action.

4. The Ombudsman shall be specifically authorized to make such reports to the Board as he or she deems appropriate with respect to any particular matter and its resolution or the inability to resolve it. Absent a determination by the Ombudsman, in his or her sole discretion, that it would be inappropriate, such reports shall be posted on the Website.

5. The Ombudsman shall not take any actions not authorized in these Bylaws, and in particular shall not institute, join, or support in any way any legal actions challenging ICANN structure, procedures, processes, or any conduct by the ICANN Board, staff, or constituent bodies.

Section 5. ANNUAL REPORT

The Office of Ombudsman shall publish on an annual basis a consolidated analysis of the year's complaints and resolutions, appropriately dealing with confidentiality obligations and concerns. Such annual report should include a description of any trends or common elements of complaints received during the period in question, as well as recommendations for steps that could be taken to minimize future complaints. The annual report shall be posted on the Website.

ARTICLE VI: BOARD OF DIRECTORS

Section 1. COMPOSITION OF THE BOARD

The ICANN Board of Directors ("Board") shall consist of fifteen voting members ("Directors"). In addition, six non-voting liaisons ("Liaisons") shall be designated for the purposes set forth in Section 9 of this Article. Only Directors shall be included in determining the existence of quorums, and in establishing the validity of votes taken by the ICANN Board.

Section 2. DIRECTORS AND THEIR SELECTION; ELECTION OF CHAIRMAN AND VICE-CHAIRMAN

1. The Directors shall consist of:

a. Eight voting members selected by the Nominating Committee established by Article VII of these Bylaws. These seats on the Board of Directors are referred to in these Bylaws as Seats 1 through 8.

b. Two voting members selected by the Address Supporting Organization according to the provisions of Article VIII of these Bylaws. These seats on the Board of Directors are referred to in these Bylaws as Seat 9 and Seat 10.

c. Two voting members selected by the Country-Code Names Supporting Organization according to the provisions of Article IX of these Bylaws. These seats on the Board of Directors are referred to in these Bylaws as Seat 11 and Seat 12.

d. Two voting members selected by the Generic Names Supporting Organization according to the provisions of Article X of these Bylaws. These seats on the Board of Directors are referred to in these Bylaws as Seat 13 and Seat 14.

e. The President ex officio, who shall be a voting member.

2. In carrying out its responsibilities to fill Seats 1 through 8, the Nominating Committee shall seek to ensure that the ICANN Board is composed of members who in the aggregate display diversity in geography, culture, skills, experience, and perspective, by applying the criteria set forth in Section 3 of this Article. At no time shall the Nominating Committee select a Director to fill any vacancy or expired term whose selection would cause the total number of Directors (not including the President) who are citizens of countries in any one Geographic Region (as defined in Section 5 of this Article) to exceed five; and the Nominating Committee shall ensure through its selections that at all times the Board includes at least one Director who is a citizen of a country in each ICANN Geographic Region.

3. In carrying out their responsibilities to fill Seats 9 through 14, the Supporting Organizations shall seek to ensure that the ICANN Board is composed of members that in the aggregate display diversity in geography, culture, skills, experience, and perspective, by applying the criteria set forth in Section 3 of this Article. At any given time, no two Directors selected by a Supporting Organization shall be citizens of the same country or of countries located in the same Geographic Region.

4. The Board shall annually elect a Chairman and a Vice-Chairman from among the Directors, not including the President.

Section 3. CRITERIA FOR SELECTION OF DIRECTORS

ICANN Directors shall be:

1. Accomplished persons of integrity, objectivity, and intelligence, with reputations for sound judgment and open minds, and a demonstrated capacity for thoughtful group decision-making;

2. Persons with an understanding of ICANN's mission and the potential impact of ICANN decisions on the global Internet community, and committed to the success of ICANN;

3. Persons who will produce the broadest cultural and geographic diversity on the Board consistent with meeting the other criteria set forth in this Section;

4. Persons who, in the aggregate, have personal familiarity with the operation of gTLD registries and registrars; with ccTLD registries; with IP address registries; with Internet technical standards and protocols; with policy-development procedures, legal traditions, and the public interest; and with the broad range of business, individual, academic, and non-commercial users of the Internet;

5. Persons who are willing to serve as volunteers, without compensation other than the reimbursement of certain expenses; and

6. Persons who are able to work and communicate in written and spoken English.

Section 4. ADDITIONAL QUALIFICATIONS

1. Notwithstanding anything herein to the contrary, no official of a national government or a multinational entity established by treaty or other agreement between national governments may serve as a Director. As used herein, the term "official" means a person (i) who holds an elective governmental office or (ii) who is employed by such government or multinational entity and whose primary function with such government or entity is to develop or influence governmental or public policies.

2. No person who serves in any capacity (including as a liaison) on any Supporting Organization Council shall simultaneously serve as a Director or liaison to the Board. If such a person accepts a nomination to be considered for selection by the Supporting Organization Council to be a Director,

the person shall not, following such nomination, participate in any discussion of, or vote by, the Supporting Organization Council relating to the selection of Directors by the Council, until the Council has selected the full complement of Directors it is responsible for selecting. In the event that a person serving in any capacity on a Supporting Organization Council accepts a nomination to be considered for selection as a Director, the constituency group or other group or entity that selected the person may select a replacement for purposes of the Council's selection process.

3. Persons serving in any capacity on the Nominating Committee shall be ineligible for selection to positions on the Board as provided by Article VII, Section 8.

Section 5. INTERNATIONAL REPRESENTATION

In order to ensure broad international representation on the Board, the selection of Directors by the Nominating Committee and each Supporting Organization shall comply with all applicable diversity provisions of these Bylaws or of any Memorandum of Understanding referred to in these Bylaws concerning the Supporting Organization. One intent of these diversity provisions is to ensure that at all times each Geographic Region shall have at least one Director, and at all times no region shall have more than five Directors on the Board (not including the President). As used in these Bylaws, each of the following is considered to be a "Geographic Region": Europe; Asia/Australia/Pacific; Latin America/Caribbean islands; Africa; and North America. The specific countries included in each Geographic Region shall be determined by the Board, and this Section shall be reviewed by the Board from time to time (but at least every three years) to determine whether any change is appropriate, taking account of the evolution of the Internet.

Section 6. DIRECTORS' CONFLICTS OF INTEREST

The Board, through a committee designated for that purpose, shall require a statement from each Director not less frequently than once a year setting forth all business and other affiliations which relate in any way to the business and other affiliations of ICANN. Each Director shall be responsible for disclosing to ICANN any matter that could reasonably be considered to make such Director an "interested director" within the meaning of Section 5233 of the California Nonprofit Public Benefit Corporation Law ("CNPBCL"). In addition, each Director shall disclose to ICANN any relationship or other factor that could reasonably be considered to cause the Director to be considered to be an "interested person" within the meaning of Section 5227 of the CNPBCL. The Board shall adopt policies specifically addressing Director, Officer, and Supporting Organization conflicts of interest. No Director shall vote on any matter in which he or she has a material and direct financial interest that would be affected by the outcome of the vote.

Section 7. DUTIES OF DIRECTORS

Directors shall serve as individuals who have the duty to act in what they reasonably believe are the best interests of ICANN and not as representatives of the entity that selected them, their employers, or any other organizations or constituencies.

Section 8. TERMS OF DIRECTORS

1. Subject to the provisions of the Transition Article of these Bylaws, the regular term of office of Director Seats 1 through 14 shall begin as follows:

a. The regular terms of Seats 1 through 3 shall begin at the conclusion of ICANN's annual meeting in 2003 and each ICANN annual meeting every third year after 2003;

b. The regular terms of Seats 4 through 6 shall begin at the conclusion of ICANN's annual meeting in 2004 and each ICANN annual meeting every third year after 2004;

c. The regular terms of Seats 7 and 8 shall begin at the conclusion of ICANN's annual meeting in 2005 and each ICANN annual meeting every third year after 2005;

d. The regular terms of Seats 9 and 12 shall begin on the day six months after the

conclusion of ICANN's annual meeting in 2002 and each ICANN annual meeting every third year after 2002;

e. The regular terms of Seats 10 and 13 shall begin on the day six months after the conclusion of ICANN's annual meeting in 2003 and each ICANN annual meeting every third year after 2003; and

f. The regular terms of Seats 11 and 14 shall begin on the day six months after the conclusion of ICANN's annual meeting in 2004 and each ICANN annual meeting every third year after 2004.

2. Each Director holding any of Seats 1 through 14, including a Director selected to fill a vacancy, shall hold office for a term that lasts until the next term for that Seat commences and until a successor has been selected and qualified or until that Director resigns or is removed in accordance with these Bylaws.

3. At least one month before the commencement of each annual meeting, the Nominating Committee shall give the Secretary of ICANN written notice of its selection of Directors for seats with terms beginning at the conclusion of the annual meeting.

4. No later than five months after the conclusion of each annual meeting, any Supporting Organization entitled to select a Director for a Seat with a term beginning on the day six months after the conclusion of the annual meeting shall give the Secretary of ICANN written notice of its selection.

5. Subject to the provisions of the Transition Article of these Bylaws, no Director may serve more than three consecutive terms. For these purposes, a person selected to fill a vacancy in a term shall not be deemed to have served that term.

6. The term as Director of the person holding the office of President shall be for as long as, and only for as long as, such person holds the office of President.

Section 9. NON-VOTING LIAISONS

1. The non-voting liaisons shall include:

a. One appointed by the Governmental Advisory Committee;

b. One appointed by the Root Server System Advisory Committee established by Article XI of these Bylaws;

c. One appointed by the Security and Stability Advisory Committee established by Article XI of these Bylaws;

d. One appointed by the Technical Liaison Group established by Article XI-A of these Bylaws;

e. One appointed by the At-Large Advisory Committee established by Article XI of these Bylaws; and

f. One appointed by the Internet Engineering Task Force.

2. Subject to the provisions of the Transition Article of these Bylaws, the non-voting liaisons shall serve terms that begin at the conclusion of each annual meeting. At least one month before the commencement of each annual meeting, each body entitled to appoint a non-voting liaison shall give the Secretary of ICANN written notice of its appointment.

3. Non-voting liaisons shall serve as volunteers, without compensation other than the reimbursement of certain expenses.

4. Each non-voting liaison may be reappointed, and shall remain in that position until a successor has been appointed or until the liaison resigns or is removed in accordance with these Bylaws.

5. The non-voting liaisons shall be entitled to attend Board meetings, participate in Board discussions and deliberations, and have access (under conditions established by the Board) to materials provided to Directors for use in Board discussions, deliberations and meetings, but shall otherwise not have any of the rights and privileges of Directors. Non-voting liaisons shall be entitled (under conditions established by the Board) to use any materials provided to them pursuant to this Section for the purpose of consulting with their respective committee or organization.

Section 10. RESIGNATION OF A DIRECTOR OR NON-VOTING LIAISON

Subject to Section 5226 of the CNPBCL, any Director or non-voting liaison may resign at any time, either by oral tender of resignation at any meeting of the Board (followed by prompt written notice to the Secretary of ICANN) or by giving written notice thereof to the President or the Secretary of ICANN. Such resignation shall take effect at the time specified, and, unless otherwise specified, the acceptance of such resignation shall not be necessary to make it effective. The successor shall be selected pursuant to Section 12 of this Article.

Section 11. REMOVAL OF A DIRECTOR OR NON-VOTING LIAISON

1. Any Director may be removed, following notice to that Director and, if selected by a Supporting Organization, to that Supporting Organization, by a three-fourths (3/4) majority vote of all Directors; provided, however, that the Director who is the subject of the removal action shall not be entitled to vote on such an action or be counted as a voting member of the Board when calculating the required three-fourths (3/4) vote; and provided further, that each vote to remove a Director shall be a separate vote on the sole question of the removal of that particular Director.

2. With the exception of the non-voting liaison appointed by the Governmental Advisory Committee, any non-voting liaison may be removed, following notice to that liaison and to the organization by which that liaison was selected, by a three-fourths (3/4) majority vote of all Directors if the selecting organization fails to promptly remove that liaison following such notice. The Board may request the Governmental Advisory Committee to consider the replacement of the non-voting liaison appointed by that Committee if the Board, by a three-fourths (3/4) majority vote of all Directors, determines that such an action is appropriate.

Section 12. VACANCIES

1. A vacancy or vacancies in the Board of Directors shall be deemed to exist in the case of the death, resignation, or removal of any Director; if the authorized number of Directors is increased; or if a Director has been declared of unsound mind by a final order of court or convicted of a felony or incarcerated for more than 90 days as a result of a criminal conviction or has been found by final order or judgment of any court to have breached a duty under Sections 5230 et seq. of the CNPBCL. Any vacancy occurring on the Board of Directors shall be filled by the Nominating Committee, unless (a) that Director was selected by a Supporting Organization, in which case that vacancy shall be filled by that Supporting Organization, or (b) that Director was the President, in which case the vacancy shall be filled in accordance with the provisions of Article XIII of these Bylaws. The selecting body shall give written notice to the Secretary of ICANN of their appointments to fill vacancies. A Director selected to fill a vacancy on the Board shall serve for the unexpired term of his or her predecessor in office and until a successor has been selected and qualified. No reduction of the authorized number of Directors shall have the effect of removing a Director prior to the expiration of the Director's term of office.

2. The organizations selecting the non-voting liaisons identified in Section 9 of this Article are responsible for determining the existence of, and filling, any vacancies in those positions. They shall give the Secretary of ICANN written notice of their appointments to fill vacancies.

Section 13. ANNUAL MEETINGS

Annual meetings of ICANN shall be held for the purpose of electing Officers and for the transaction of such other business as may come before the meeting. Each annual meeting for ICANN shall be held at the principal office of ICANN, or any other appropriate place of the Board's time and choosing, provided such annual meeting is held within 14 months of the immediately preceding annual meeting. If the Board determines that it is practical, the annual meeting should be distributed in real-time and archived video and audio formats on the Internet.

Section 14. REGULAR MEETINGS

Regular meetings of the Board shall be held on dates to be determined by the Board. In the absence of other designation, regular meetings shall be held at the principal office of ICANN.

Section 15. SPECIAL MEETINGS

Special meetings of the Board may be called by or at the request of one-quarter (1/4) of the members of the Board or by the Chairman of the Board or the President. A call for a special meeting shall be made by the Secretary of ICANN. In the absence of designation, special meetings shall be held at the principal office of ICANN.

Section 16. NOTICE OF MEETINGS

Notice of time and place of all meetings shall be delivered personally or by telephone or by electronic mail to each Director and non-voting liaison, or sent by first-class mail (air mail for addresses outside the United States) or facsimile, charges prepaid, addressed to each Director and non-voting liaison at the Director's or non-voting liaison's address as it is shown on the records of ICANN. In case the notice is mailed, it shall be deposited in the United States mail at least fourteen (14) days before the time of the holding of the meeting. In case the notice is delivered personally or by telephone or facsimile or electronic mail it shall be delivered personally or by telephone or facsimile or electronic mail at least forty-eight (48) hours before the time of the holding of the meeting. Notwithstanding anything in this Section to the contrary, notice of a meeting need not be given to any Director who signed a waiver of notice or a written consent to holding the meeting or an approval of the minutes thereof, whether before or after the meeting, or who attends the meeting without protesting, prior thereto or at its commencement, the lack of notice to such Director. All such waivers, consents and approvals shall be filed with the corporate records or made a part of the minutes of the meetings.

Section 17. QUORUM

At all annual, regular, and special meetings of the Board, a majority of the total number of Directors then in office shall constitute a quorum for the transaction of business, and the act of a majority of the Directors present at any meeting at which there is a quorum shall be the act of the Board, unless otherwise provided herein or by law. If a quorum shall not be present at any meeting of the Board, the Directors present thereat may adjourn the meeting from time to time to another place, time, or date. If the meeting is adjourned for more than twenty-four (24) hours, notice shall be given to those Directors not at the meeting at the time of the adjournment.

Section 18. ACTION BY TELEPHONE MEETING OR BY OTHER COMMUNICATIONS EQUIPMENT

Members of the Board or any Committee of the Board may participate in a meeting of the Board or Committee of the Board through use of (i) conference telephone or similar communications equipment, provided that all Directors participating in such a meeting can speak to and hear one another or (ii) electronic video screen communication or other communication equipment; provided that (a) all Directors participating in such a meeting can speak to and hear one another, (b) all Directors are provided the means of fully participating in all matters before the Board or Committee of the Board, and (c) ICANN adopts and implements means of verifying that (x) a person participating in such a meeting is a Director or other person entitled to participate in the meeting and (y) all actions of, or votes by, the Board or Committee of the Board are taken or cast only by the members of the Board or Committee and not persons who are not members. Participation in a meeting pursuant to this Section constitutes presence in person at such meeting. ICANN shall make available at the place of any meeting of the Board the telecommunications equipment necessary to permit members of the Board to participate by telephone.

Section 19. ACTION WITHOUT MEETING

Any action required or permitted to be taken by the Board or a Committee of the Board may be taken without a meeting if all of the Directors entitled to vote thereat shall individually or collectively consent in writing to such action. Such written consent shall have the same force and effect as the unanimous vote of such Directors. Such written consent or consents shall be filed with the minutes of the proceedings of the Board.

Section 20. ELECTRONIC MAIL

If permitted under applicable law, communication by electronic mail shall be considered equivalent to any communication otherwise required to be in writing. ICANN shall take such steps as it deems appropriate under the circumstances to assure itself that communications by electronic mail are authentic.

Section 21. RIGHTS OF INSPECTION

Every Director shall have the right at any reasonable time to inspect and copy all books, records and documents of every kind, and to inspect the physical properties of ICANN. ICANN shall establish reasonable procedures to protect against the inappropriate disclosure of confidential information.

Section 22. COMPENSATION

The Directors shall receive no compensation for their services as Directors. The Board may, however, authorize the reimbursement of actual and necessary reasonable expenses incurred by Directors and non-voting liaisons performing their duties as Directors or non-voting liaisons.

Section 23. PRESUMPTION OF ASSENT

A Director present at a Board meeting at which action on any corporate matter is taken shall be presumed to have assented to the action taken unless his or her dissent or abstention is entered in the minutes of the meeting, or unless such Director files a written dissent or abstention to such action with the person acting as the secretary of the meeting before the adjournment thereof, or forwards such dissent or abstention by registered mail to the Secretary of ICANN immediately after the adjournment of the meeting. Such right to dissent or abstain shall not apply to a Director who voted in favor of such action.

ARTICLE VII: NOMINATING COMMITTEE

Section 1. DESCRIPTION

There shall be a Nominating Committee of ICANN, responsible for the selection of all ICANN Directors except the President and those Directors selected by ICANN's Supporting Organizations, and for such other selections as are set forth in these Bylaws.

Section 2. COMPOSITION

The Nominating Committee shall be composed of the following persons:

1. A non-voting Chair, appointed by the ICANN Board;

2. The immediately previous Nominating Committee Chair, as a non-voting advisor;

3. A non-voting liaison appointed by the ICANN Root Server System Advisory Committee established by Article XI of these Bylaws;

4. A non-voting liaison appointed by the ICANN Security and Stability Advisory Committee established by Article XI of these Bylaws;

5. A non-voting liaison appointed by the <u>Governmental Advisory Committee</u>;

6. Subject to the provisions of the Transition Article of these Bylaws, five voting delegates selected by the At-Large Advisory Committee established by <u>Article XI of these Bylaws</u>;

7. Two voting delegates, one representing small business users and one representing large business users, selected by the Business Users Constituency of the Generic Names Supporting Organization established by <u>Article X of these Bylaws</u>;

8. One voting delegate each selected by the following entities:

    a. The gTLD Registry Constituency of the Generic Names Supporting Organization established by <u>Article X of these Bylaws</u>;

    b. The gTLD Registrars Constituency of the Generic Names Supporting Organization established by <u>Article X of these Bylaws</u>;

    c. The Council of the Country Code Names Supporting Organization established by <u>Article IX of these Bylaws</u>;

    d. The Internet Service Providers Constituency of the Generic Names Supporting Organization established by <u>Article X of these Bylaws</u>;

    e. The Intellectual Property Constituency of the Generic Names Supporting Organization established by <u>Article X of these Bylaws</u>;

    f. The Council of the Address Supporting Organization established by <u>Article VIII of these Bylaws</u>;

    g. An entity designated by the Board to represent academic and similar organizations;

    h. Consumer and civil society groups, selected by the Non-commercial Users Constituency of the Generic Names Supporting Organization established by <u>Article X of these Bylaws</u>;

    i. The Internet Engineering Task Force; and

    j. The ICANN Technical Liaison Group established by <u>Article XI-A of these Bylaws</u>; and

9. A non-voting Associate Chair, who may be appointed by the Chair, at his or her sole discretion, to serve during all or part of the term of the Chair. The Associate Chair may not be a person who is otherwise a member of the same Nominating Committee. The Associate Chair shall assist the Chair in carrying out the duties of the Chair, but shall not serve, temporarily or otherwise, in the place of the Chair.

Section 3. TERMS

Subject to the provisions of the <u>Transition Article of these Bylaws</u>:

1. Each voting delegate shall serve a one-year term. A delegate may serve at most two successive one-year terms, after which at least two years must elapse before the individual is eligible to serve another term.

2. The regular term of each voting delegate shall begin at the conclusion of an ICANN annual meeting and shall end at the conclusion of the immediately following ICANN annual meeting.

3. Non-voting liaisons shall serve during the term designated by the entity that appoints them. The Chair, the immediately previous Chair serving as an advisor, and any Associate Chair shall serve as such until the conclusion of the next ICANN annual meeting.

4. Vacancies in the positions of delegate, non-voting liaison, or Chair shall be filled by the entity entitled to select the delegate, non-voting liaison, or Chair involved. A vacancy in the position of non-voting advisor (immediately previous Chair) may be filled by the Board from among persons with prior service on the Board or a Nominating Committee. A vacancy in the position of Associate Chair may be filled by the Chair in accordance with the criteria established by Section 2(9) of this Article.

5. The existence of any vacancies shall not affect the obligation of the Nominating Committee to carry out the responsibilities assigned to it in these Bylaws.

Section 4. CRITERIA FOR SELECTION OF NOMINATING COMMITTEE DELEGATES

Delegates to the ICANN Nominating Committee shall be:

1. Accomplished persons of integrity, objectivity, and intelligence, with reputations for sound judgment and open minds, and with experience and competence with collegial large group decision-making;

2. Persons with wide contacts, broad experience in the Internet community, and a commitment to the success of ICANN;

3. Persons whom the selecting body is confident will consult widely and accept input in carrying out their responsibilities;

4. Persons who are neutral and objective, without any fixed personal commitments to particular individuals, organizations, or commercial objectives in carrying out their Nominating Committee responsibilities;

5. Persons with an understanding of ICANN's mission and the potential impact of ICANN's activities on the broader Internet community who are willing to serve as volunteers, without compensation other than the reimbursement of certain expenses; and

6. Persons who are able to work and communicate in written and spoken English.

Section 5. DIVERSITY

In carrying out its responsibilities to select members of the ICANN Board (and selections to any other ICANN bodies as the Nominating Committee is responsible for under these Bylaws), the Nominating Committee shall take into account the continuing membership of the ICANN Board (and such other bodies), and seek to ensure that the persons selected to fill vacancies on the ICANN Board (and each such other body) shall, to the extent feasible and consistent with the other criteria required to be applied by Section 4 of this Article, make selections guided by Core Value 4 in Article I, Section 2 .

Section 6. ADMINISTRATIVE AND OPERATIONAL SUPPORT

ICANN shall provide administrative and operational support necessary for the Nominating Committee to carry out its responsibilities.

Section 7. PROCEDURES

The Nominating Committee shall adopt such operating procedures as it deems necessary, which shall be published on the Website.

Section 8. INELIGIBILITY FOR SELECTION BY NOMINATING COMMITTEE

No person who serves on the Nominating Committee in any capacity shall be eligible for selection by any means to any position on the Board or any other ICANN body having one or more membership positions that the Nominating Committee is responsible for filling, until the conclusion of an ICANN annual meeting that coincides with, or is after, the conclusion of that person's service on the Nominating Committee.

Section 9. INELIGIBILITY FOR SERVICE ON NOMINATING COMMITTEE

No person who is an employee of or paid consultant to ICANN (including the Ombudsman) shall simultaneously serve in any of the Nominating Committee positions described in Section 2 of this Article.

ARTICLE VIII: ADDRESS SUPPORTING ORGANIZATION

Section 1. DESCRIPTION

1. The Address Supporting Organization (ASO) shall advise the Board with respect to policy issues relating to the operation, assignment, and management of Internet addresses.

2. The ASO shall be the entity established by the Memorandum of Understanding entered on 21 October 2004 between ICANN and the Number Resource Organization (NRO), an organization of the existing regional Internet registries (RIRs).

Section 2. ADDRESS COUNCIL

1. The ASO shall have an Address Council, consisting of the members of the NRO Number Council.

2. The Address Council shall select Directors to those seats on the Board designated to be filled by the ASO.

ARTICLE IX: COUNTRY-CODE NAMES SUPPORTING ORGANIZATION

Section 1. DESCRIPTION

There shall be a policy-development body known as the Country-Code Names Supporting Organization (ccNSO), which shall be responsible for:

1. developing and recommending to the Board global policies relating to country-code top-level domains;

2. Nurturing consensus across the ccNSO's community, including the name-related activities of ccTLDs; and

3. Coordinating with other ICANN Supporting Organizations, committees, and constituencies under ICANN.

Policies that apply to ccNSO members by virtue of their membership are only those policies developed according to section 4.10 and 4.11 of this Article. However, the ccNSO may also engage in other activities authorized by its members. Adherence to the results of these activities will be voluntary and such activities may include: seeking to develop voluntary best practices for ccTLD managers, assisting in skills building within the global community of ccTLD managers, and enhancing operational and technical cooperation among ccTLD managers.

Section 2. ORGANIZATION

The ccNSO shall consist of (i) ccTLD managers that have agreed in writing to be members of the ccNSO (see

Section 4(2) of this Article) and (ii) a ccNSO Council responsible for managing the policy-development process of the ccNSO.

Section 3. ccNSO COUNCIL

1. The ccNSO Council shall consist of (a) three ccNSO Council members selected by the ccNSO members within each of ICANN's Geographic Regions in the manner described in Section 4(7) through (9) of this Article; (b) three ccNSO Council members selected by the ICANN Nominating Committee; (c) liaisons as described in paragraph 2 of this Section; and (iv) observers as described in paragraph 3 of this Section.

2. There shall also be one liaison to the ccNSO Council from each of the following organizations, to the extent they choose to appoint such a liaison: (a) the Governmental Advisory Committee; (b) the At-Large Advisory Committee; and (c) each of the Regional Organizations described in Section 5 of this Article. These liaisons shall not be members of or entitled to vote on the ccNSO Council, but otherwise shall be entitled to participate on equal footing with members of the ccNSO Council. Appointments of liaisons shall be made by providing written notice to the ICANN Secretary, with a notification copy to the ccNSO Council Chair, and shall be for the term designated by the appointing organization as stated in the written notice. The appointing organization may recall from office or replace its liaison at any time by providing written notice of the recall or replacement to the ICANN Secretary, with a notification copy to the ccNSO Council Chair.

3. The ccNSO Council may agree with the Council of any other ICANN Supporting Organization to exchange observers. Such observers shall not be members of or entitled to vote on the ccNSO Council, but otherwise shall be entitled to participate on equal footing with members of the ccNSO Council. The appointing Council may designate its observer (or revoke or change the designation of its observer) on the ccNSO Council at any time by providing written notice to the ICANN Secretary, with a notification copy to the ccNSO Council Chair.

4. Subject to the provisions of the Transition Article of these Bylaws: (a) the regular term of each ccNSO Council member shall begin at the conclusion of an ICANN annual meeting and shall end at the conclusion of the third ICANN annual meeting thereafter; (b) the regular terms of the three ccNSO Council members selected by the ccNSO members within each ICANN Geographic Region shall be staggered so that one member's term begins in a year divisible by three, a second member's term begins in the first year following a year divisible by three, and the third member's term begins in the second year following a year divisible by three; and (c) the regular terms of the three ccNSO Council members selected by the Nominating Committee shall be staggered in the same manner. Each ccNSO Council member shall hold office during his or her regular term and until a successor has been selected and qualified or until that member resigns or is removed in accordance with these Bylaws.

5. A ccNSO Council member may resign at any time by giving written notice to the ICANN Secretary, with a notification copy to the ccNSO Council Chair.

6. ccNSO Council members may be removed for not attending three consecutive meetings of the ccNSO Council without sufficient cause or for grossly inappropriate behavior, both as determined by at least a 66% vote of all of the members of the ccNSO Council.

7. A vacancy on the ccNSO Council shall be deemed to exist in the case of the death, resignation, or removal of any ccNSO Council member. Vacancies in the positions of the three members selected by the Nominating Committee shall be filled for the unexpired term involved by the Nominating Committee giving the ICANN Secretary written notice of its selection, with a notification copy to the ccNSO Council Chair. Vacancies in the positions of the ccNSO Council members selected by ccNSO members shall be filled for the unexpired term by the procedure described in Section 4(7) through (9) of this Article.

8. The role of the ccNSO Council is to administer and coordinate the affairs of the ccNSO (including coordinating meetings, including an annual meeting, of ccNSO members as described in Section 4

(6) of this Article) and to manage the development of policy recommendations in accordance with Section 6 of this Article. The ccNSO Council shall also undertake such other roles as the members of the ccNSO shall decide from time to time.

9. The ccNSO Council shall make selections to fill Seats 11 and 12 on the Board by written ballot or by action at a meeting; any such selection must have affirmative votes of a majority of all the members of the ccNSO Council then in office. Notification of the ccNSO Council's selections shall be given by the ccNSO Council Chair in writing to the ICANN Secretary, consistent with Article VI, Sections 8(4) and 12(1).

10. The ccNSO Council shall select from among its members the ccNSO Council Chair and such Vice Chair(s) as it deems appropriate. Selections of the ccNSO Council Chair and Vice Chair(s) shall be by written ballot or by action at a meeting; any such selection must have affirmative votes of a majority of all the members of the ccNSO Council then in office. The term of office of the ccNSO Council Chair and any Vice Chair(s) shall be as specified by the ccNSO Council at or before the time the selection is made. The ccNSO Council Chair or any Vice Chair(s) may be recalled from office by the same procedure as used for selection.

11. The ccNSO Council, subject to direction by the ccNSO members, shall adopt such rules and procedures for the ccNSO as it deems necessary, provided they are consistent with these Bylaws. Rules for ccNSO membership and operating procedures adopted by the ccNSO Council shall be published on the Website.

12. Except as provided by paragraphs 9 and 10 of this Section, the ccNSO Council shall act at meetings. The ccNSO Council shall meet regularly on a schedule it determines, but not fewer than four times each calendar year. At the discretion of the ccNSO Council, meetings may be held in person or by other means, provided that all ccNSO Council members are permitted to participate by at least one means described in paragraph 14 of this Section. Except where determined by a majority vote of the members of the ccNSO Council present that a closed session is appropriate, physical meetings shall be open to attendance by all interested persons. To the extent practicable, ccNSO Council meetings should be held in conjunction with meetings of the Board, or of one or more of ICANN's other Supporting Organizations.

13. Notice of time and place (and information about means of participation other than personal attendance) of all meetings of the ccNSO Council shall be provided to each ccNSO Council member, liaison, and observer by e-mail, telephone, facsimile, or a paper notice delivered personally or by postal mail. In case the notice is sent by postal mail, it shall be sent at least 21 days before the day of the meeting. In case the notice is delivered personally or by telephone, facsimile, or e-mail it shall be provided at least seven days before the day of the meeting. At least seven days in advance of each ccNSO Council meeting (or if not practicable, as far in advance as is practicable), a notice of such meeting and, to the extent known, an agenda for the meeting shall be posted.

14. Members of the ccNSO Council may participate in a meeting of the ccNSO Council through personal attendance or use of electronic communication (such as telephone or video conference), provided that (a) all ccNSO Council members participating in the meeting can speak to and hear one another, (b) all ccNSO Council members participating in the meeting are provided the means of fully participating in all matters before the ccNSO Council, and (c) there is a reasonable means of verifying the identity of ccNSO Council members participating in the meeting and their votes. A majority of the ccNSO Council members (i.e. those entitled to vote) then in office shall constitute a quorum for the transaction of business, and actions by a majority vote of the ccNSO Council members present at any meeting at which there is a quorum shall be actions of the ccNSO Council, unless otherwise provided in these Bylaws. The ccNSO Council shall transmit minutes of its meetings to the ICANN Secretary, who shall cause those minutes to be posted to the Website as soon as practicable following the meeting, and no later than 21 days following the meeting.

Section 4. MEMBERSHIP

1. The ccNSO shall have a membership consisting of ccTLD managers. Any ccTLD manager that

meets the membership qualifications stated in paragraph 2 of this Section shall be entitled to be members of the ccNSO. For purposes of this Article, a ccTLD manager is the organization or entity responsible for managing an ISO 3166 country-code top-level domain and referred to in the IANA database under the current heading of "Sponsoring Organization", or under any later variant, for that country-code top-level domain.

2. Any ccTLD manager may become a ccNSO member by submitting an application to a person designated by the ccNSO Council to receive applications. Subject to the provisions of the Transition Article of these Bylaws, the application shall be in writing in a form designated by the ccNSO Council. The application shall include the ccTLD manager's recognition of the role of the ccNSO within the ICANN structure as well as the ccTLD manager's agreement, for the duration of its membership in the ccNSO, (a) to adhere to rules of the ccNSO, including membership rules, (b) to abide by policies developed and recommended by the ccNSO and adopted by the Board in the manner described by paragraphs 10 and 11 of this Section, and (c) to pay ccNSO membership fees established by the ccNSO Council under Section 7(3) of this Article. A ccNSO member may resign from membership at any time by giving written notice to a person designated by the ccNSO Council to receive notices of resignation. Upon resignation the ccTLD manager ceases to agree to (a) adhere to rules of the ccNSO, including membership rules, (b) to abide by policies developed and recommended by the ccNSO and adopted by the Board in the manner described by paragraphs 10 and 11 of this Section, and (c) to pay ccNSO membership fees established by the ccNSO Council under Section 7(3) of this Article. In the absence of designation by the ccNSO Council of a person to receive applications and notices of resignation, they shall be sent to the ICANN Secretary, who shall notify the ccNSO Council of receipt of any such applications and notices.

3. Neither membership in the ccNSO nor membership in any Regional Organization described in Section 5 of this Article shall be a condition for access to or registration in the IANA database. Any individual relationship a ccTLD manager has with ICANN or the ccTLD manager's receipt of IANA services is not in any way contingent upon membership in the ccNSO.

4. The Geographic Regions of ccTLDs shall be as described in Article VI, Section 5 of these Bylaws. For purposes of this Article, managers of ccTLDs within a Geographic Region that are members of the ccNSO are referred to as ccNSO members "within" the Geographic Region, regardless of the physical location of the ccTLD manager. In cases where the Geographic Region of a ccNSO member is unclear, the ccTLD member should self-select according to procedures adopted by the ccNSO Council.

5. Each ccTLD manager may designate in writing a person, organization, or entity to represent the ccTLD manager. In the absence of such a designation, the ccTLD manager shall be represented by the person, organization, or entity listed as the administrative contact in the IANA database.

6. There shall be an annual meeting of ccNSO members, which shall be coordinated by the ccNSO Council. Annual meetings should be open for all to attend, and a reasonable opportunity shall be provided for ccTLD managers that are not members of the ccNSO as well as other non-members of the ccNSO to address the meeting. To the extent practicable, annual meetings of the ccNSO members shall be held in person and should be held in conjunction with meetings of the Board, or of one or more of ICANN's other Supporting Organizations.

7. The ccNSO Council members selected by the ccNSO members from each Geographic Region (see Section 3(1)(a) of this Article) shall be selected through nomination, and if necessary election, by the ccNSO members within that Geographic Region. At least 90 days before the end of the regular term of any ccNSO-member-selected member of the ccNSO Council, or upon the occurrence of a vacancy in the seat of such a ccNSO Council member, the ccNSO Council shall establish a nomination and election schedule, which shall be sent to all ccNSO members within the Geographic Region and posted on the Website.

8. Any ccNSO member may nominate an individual to serve as a ccNSO Council member representing the ccNSO member's Geographic Region. Nominations must be seconded by another ccNSO member from the same Geographic Region. By accepting their nomination, individuals nominated to the ccNSO Council agree to support the policies committed to by ccNSO members.

9. If at the close of nominations there are no more candidates nominated (with seconds and acceptances) in a particular Geographic Region than there are seats on the ccNSO Council available for that Geographic Region, then the nominated candidates shall be selected to serve on the ccNSO Council. Otherwise, an election by written ballot (which may be by e-mail) shall be held to select the ccNSO Council members from among those nominated (with seconds and acceptances), with ccNSO members from the Geographic Region being entitled to vote in the election through their designated representatives. In such an election, a majority of all ccNSO members in the Geographic Region entitled to vote shall constitute a quorum, and the selected candidate must receive the votes of a majority of those cast by ccNSO members within the Geographic Region. The ccNSO Council Chair shall provide the ICANN Secretary prompt written notice of the selection of ccNSO Council members under this paragraph.

10. Subject to clause 4(11), ICANN policies shall apply to ccNSO members by virtue of their membership to the extent, and only to the extent, that the policies (a) only address issues that are within scope of the ccNSO according to Article IX, Section 6 and Annex C; (b) have been developed through the ccPDP as described in Section 6 of this Article, and (c) have been recommended as such by the ccNSO to the Board, and (d) are adopted by the Board as policies, provided that such policies do not conflict with the law applicable to the ccTLD manager which shall, at all times, remain paramount. In addition, such policies shall apply to ICANN in its activities concerning ccTLDs.

11. A ccNSO member shall not be bound if it provides a declaration to the ccNSO Council stating that (a) implementation of the policy would require the member to breach custom, religion, or public policy (not embodied in the applicable law described in paragraph 10 of this Section), and (b) failure to implement the policy would not impair DNS operations or interoperability, giving detailed reasons supporting its statements. After investigation, the ccNSO Council will provide a response to the ccNSO member's declaration. If there is a ccNSO Council consensus disagreeing with the declaration, which may be demonstrated by a vote of 14 or more members of the ccNSO Council, the response shall state the ccNSO Council's disagreement with the declaration and the reasons for disagreement. Otherwise, the response shall state the ccNSO Council's agreement with the declaration. If the ccNSO Council disagrees, the ccNSO Council shall review the situation after a six-month period. At the end of that period, the ccNSO Council shall make findings as to (a) whether the ccNSO members' implementation of the policy would require the member to breach custom, religion, or public policy (not embodied in the applicable law described in paragraph 10 of this Section) and (b) whether failure to implement the policy would impair DNS operations or interoperability. In making any findings disagreeing with the declaration, the ccNSO Council shall proceed by consensus, which may be demonstrated by a vote of 14 or more members of the ccNSO Council.

Section 5. REGIONAL ORGANIZATIONS

The ccNSO Council may designate a Regional Organization for each ICANN Geographic Region, provided that the Regional Organization is open to full membership by all ccNSO members within the Geographic Region. Decisions to designate or de-designate a Regional Organization shall require a 66% vote of all of the members of the ccNSO Council and shall be subject to review according to procedures established by the Board.

Section 6. ccNSO POLICY-DEVELOPMENT PROCESS AND SCOPE

1. The scope of the ccNSO's policy-development role shall be as stated in Annex C to these Bylaws; any modifications to the scope shall be recommended to the Board by the ccNSO by use of the procedures of the ccPDP, and shall be subject to approval by the Board.

2. In developing global policies within the scope of the ccNSO and recommending them to the Board, the ccNSO shall follow the ccNSO Policy-Development Process (ccPDP). The ccPDP shall be as stated in Annex B to these Bylaws; modifications shall be recommended to the Board by the ccNSO by use of the procedures of the ccPDP, and shall be subject to approval by the Board.

Section 7. STAFF SUPPORT AND FUNDING

1. Upon request of the ccNSO Council, a member of the ICANN staff may be assigned to support the ccNSO and shall be designated as the ccNSO Staff Manager. Alternatively, the ccNSO Council may designate, at ccNSO expense, another person to serve as ccNSO Staff Manager. The work of the ccNSO Staff Manager on substantive matters shall be assigned by the Chair of the ccNSO Council, and may include the duties of ccPDP Issue Manager.

2. Upon request of the ccNSO Council, ICANN shall provide administrative and operational support necessary for the ccNSO to carry out its responsibilities. Such support shall not include an obligation for ICANN to fund travel expenses incurred by ccNSO participants for travel to any meeting of the ccNSO or for any other purpose. The ccNSO Council may make provision, at ccNSO expense, for administrative and operational support in addition or as an alternative to support provided by ICANN.

3. The ccNSO Council shall establish fees to be paid by ccNSO members to defray ccNSO expenses as described in paragraphs 1 and 2 of this Section, as approved by the ccNSO members.

4. Written notices given to the ICANN Secretary under this Article shall be permanently retained, and shall be made available for review by the ccNSO Council on request. The ICANN Secretary shall also maintain the roll of members of the ccNSO, which shall include the name of each ccTLD manager's designated representative, and which shall be posted on the Website.

ARTICLE X: GENERIC NAMES SUPPORTING ORGANIZATION

Section 1. DESCRIPTION

There shall be a policy-development body known as the Generic Names Supporting Organization (GNSO), which shall be responsible for developing and recommending to the ICANN Board substantive policies relating to generic top-level domains.

Section 2. ORGANIZATION

The GNSO shall consist of (i) various Constituencies representing particular groups of stakeholders, as described in Section 5 of this Article and (ii) a GNSO Council responsible for managing the policy development process of the GNSO.

Section 3. GNSO COUNCIL

1. Subject to the provisions of the Transition Article of these Bylaws, the GNSO Council shall consist of three representatives selected by each of the Constituencies described in Section 5 of this Article, and three persons selected by the ICANN Nominating Committee. No two representatives selected by a Constituency shall be citizens of the same country or of countries located in the same Geographic Region. There may also be two liaisons to the GNSO Council, one appointed by each of the Governmental Advisory Committee and the At-Large Advisory Committee from time to time, who shall not be members of or entitled to vote on the GNSO Council, but otherwise shall be entitled to participate on equal footing with members of the GNSO Council. The appointing Advisory Committee shall designate its liaison (or revoke or change the designation of its liaison) on the GNSO Council by providing written notice to the Chair of the GNSO Council and to the ICANN Secretary. The GNSO Council may also have observers as described in paragraph 9 of this Section.

2. Subject to the provisions of the Transition Article of these Bylaws: (a) the regular term of each GNSO Council member shall begin at the conclusion of an ICANN annual meeting and shall end at the conclusion of the second ICANN annual meeting thereafter; (b) the regular term of one representative selected by each Constituency shall begin in an even-numbered year and the regular term of the other representative selected by the Constituency shall begin in an odd-numbered year; and (c) the regular term of one of the three members selected by the Nominating Committee shall begin in even-numbered years and the regular term of the other two of the three members selected by the Nominating Committee shall begin in odd-numbered years. Each GNSO Council member shall hold office during his or her regular term and until a successor has been selected and qualified

or until that member resigns or is removed in accordance with these Bylaws.

3. A GNSO Council member may resign at any time by giving written notice to the ICANN Secretary. A GNSO Council member selected by a Constituency may be removed by that Constituency according to its published procedures. A GNSO Council member selected by the Nominating Committee may be removed for cause stated by a three-fourths (3/4) vote (see Section 5(2) of this Article) of all members of the GNSO Council (excluding the member to be removed), subject to approval by the ICANN Board. A vacancy on the GNSO Council shall be deemed to exist in the case of the death, resignation, or removal of any member. Vacancies shall be filled for the unexpired term involved by the Nominating Committee giving the ICANN Secretary written notice of its selection, unless the member holding the position before the vacancy occurred was selected by a Constituency, in which case that Constituency shall fill the unexpired term by giving the ICANN Secretary written notice of its selection.

4. The GNSO Council is responsible for managing the policy development process of the GNSO. It shall adopt such procedures as it sees fit to carry out that responsibility, provided that such procedures are approved by the Board, and further provided that, until any modifications are recommended by the GNSO Council and approved by the Board, the applicable procedures shall be as set forth in Section 6 of this Article. In addition, the GNSO Council is responsible for managing open forums, in the form of mailing lists or otherwise, for the participation of all who are willing to contribute to the work of the GNSO; such forums shall be appropriately moderated to ensure maximum focus on the business of the GNSO and to minimize non-substantive and abusive postings.

5. No more than one officer, director or employee of any particular corporation or other organization (including its subsidiaries and affiliates) shall serve on the GNSO Council at any given time.

6. The GNSO Council shall make selections to fill Seats 13 and 14 on the ICANN Board by written ballot or by action at a meeting; any such selection must have affirmative votes comprising a majority of the votes of all the members of the GNSO Council. Notification of the GNSO Council's selections shall be given by the GNSO Chair in writing to the ICANN Secretary, consistent with Article VI, Sections 8(4) and 12(1).

7. The GNSO Council shall select the GNSO Chair, for a term the GNSO Council specifies but not longer than one year, by written ballot or by action at a meeting. Any such selection must have affirmative votes comprising a majority of the votes of all the members of the GNSO Council.

8. Except as provided by paragraph 6 of this Section, the GNSO Council shall act at meetings. Members of the GNSO Council may participate in a meeting of the GNSO Council through use of (i) conference telephone or similar communications equipment, provided that all members participating in such a meeting can speak to and hear one another or (ii) electronic video screen communication or other communication equipment; provided that (a) all members participating in such a meeting can speak to and hear one another, (b) all members are provided the means of fully participating in all matters before the GNSO Council, and (c) ICANN adopts and implements means of verifying that (x) a person participating in such a meeting is a member of the GNSO Council or other person entitled to participate in the meeting and (y) all actions of, or votes by, the GNSO Council are taken or cast only by the members of the GNSO Council and not persons who are not members. Members entitled to cast a majority of the total number of votes of GNSO Council members then in office shall constitute a quorum for the transaction of business, and acts by a majority vote of the GNSO Council members present at any meeting at which there is a quorum shall be acts of the GNSO Council, unless otherwise provided herein. (See Section 5(2) of this Article concerning the number of votes that GNSO Council members may cast.) Advance notice of such meetings shall be posted on the Website, if reasonably practicable, at least 7 days in advance of the meeting. Except where determined by a majority vote (see Section 5(2) of this Article) of members of the GNSO Council present that a closed session is appropriate, meetings shall be open to physical or electronic attendance by all interested persons. The GNSO Council shall transmit minutes of its meetings to the ICANN Secretary, who shall cause those minutes to be posted to the Website as soon as practicable following the meeting, and no later than 21 days following the meeting.

9. The GNSO Council may agree with the Council of any other ICANN Supporting Organization to exchange observers. Such observers shall not be members of or entitled to vote on the GNSO Council, but otherwise shall be entitled to participate on equal footing with members of the GNSO Council. The appointing Council shall designate its observer (or revoke or change the designation of its observer) on the GNSO Council by providing written notice to the Chair of the GNSO Council and to the ICANN Secretary.

Section 4. STAFF SUPPORT AND FUNDING

1. A member of the ICANN staff shall be assigned to support the GNSO, whose work on substantive matters shall be assigned by the Chair of the GNSO Council, and shall be designated as the GNSO Staff Manager (Staff Manager).

2. ICANN shall provide administrative and operational support necessary for the GNSO to carry out its responsibilities. Such support shall not include an obligation for ICANN to fund travel expenses incurred by GNSO participants for travel to any meeting of the GNSO or for any other purpose.

Section 5. CONSTITUENCIES

1. The following self-organized Constituencies are hereby recognized as representative of a specific and significant group of stakeholders and, subject to the provisions of the Transition Article of these Bylaws, shall each select two representatives to the GNSO Council:

> a. gTLD Registries (representing all gTLD registries under contract to ICANN);

> b. Registrars (representing all registrars accredited by and under contract to ICANN);

> c. Internet Service and Connectivity Providers (representing all entities providing Internet service and connectivity to Internet users);

> d. Commercial and Business Users (representing both large and small commercial entity users of the Internet);

> e. Non-Commercial Users (representing the full range of non-commercial entity users of the Internet); and

> f. Intellectual Property Interests (representing the full range of trademark and other intellectual property interests relating to the DNS).

2. The number of votes that members of the GNSO Council may cast shall be equalized so that the aggregate number of votes of representatives selected by the Constituencies (currently the gTLD Registries and Registrars) that are under contract with ICANN obligating them to implement ICANN-adopted policies is equal to the number of votes of representatives selected by other Constituencies. Initially, each member of the GNSO Council selected by the gTLD Registries Constituency or the Registrars Constituency shall be entitled to cast two votes and all other members (including those selected by the Nominating Committee) shall be entitled to cast one vote. In the event that there is a change in the Constituencies that are entitled to select voting members of the GNSO Council, the Board shall review the change in circumstances and by resolution revise the procedure for equalization of votes in a manner consistent with this paragraph 2.

3. Each Constituency identified in paragraph 1 of this Section shall maintain its recognition, and thus its ability to select GNSO Council representatives, only so long as it in fact represents the interests globally of the stakeholder communities it purports to represent, and shall operate to the maximum extent feasible in an open and transparent manner and consistent with procedures designed to ensure fairness. No individual or entity shall be excluded from participation in a Constituency merely because of participation in another Constituency.

4. Any group of individuals or entities may petition the Board for recognition as a new or separate Constituency. Any such petition shall contain a detailed explanation of:

    a. Why the addition of such a Constituency will improve the ability of the GNSO to carry out its policy-development responsibilities; and

    b. Why the proposed new Constituency would adequately represent, on a global basis, the stakeholders it seeks to represent.

Any petition for the recognition of a new Constituency shall be posted for public comment.

5. The Board may create new Constituencies in response to such a petition, or on its own motion, if it determines that such action would serve the purposes of ICANN. In the event the Board is considering acting on its own motion it shall post a detailed explanation of why such action is necessary or desirable, set a reasonable time for public comment, and not make a final decision on whether to create such new Constituency until after reviewing all comments received. Whenever the Board posts a petition or recommendation for a new Constituency for public comment, it shall notify the GNSO Council and shall consider any response to that notification prior to taking action.

Section 6. POLICY DEVELOPMENT PROCESS

Initially, the policy-development procedures to be followed by the GNSO shall be as stated in Annex A to these Bylaws. These procedures may be supplemented or revised in the manner stated in Section 3(4) of this Article.

ARTICLE XI: ADVISORY COMMITTEES

Section 1. GENERAL

The Board may create one or more Advisory Committees in addition to those set forth in this Article. Advisory Committee membership may consist of Directors only, Directors and non-directors, or non-directors only, and may also include non-voting or alternate members. Advisory Committees shall have no legal authority to act for ICANN, but shall report their findings and recommendations to the Board.

Section 2. SPECIFIC ADVISORY COMMITTEES

There shall be at least the following Advisory Committees:

1. Governmental Advisory Committee

    a. The Governmental Advisory Committee should consider and provide advice on the activities of ICANN as they relate to concerns of governments, particularly matters where there may be an interaction between ICANN's policies and various laws and international agreements or where they may affect public policy issues.

    b. Membership in the Governmental Advisory Committee shall be open to all national governments. Membership shall also be open to Distinct Economies as recognized in international fora, and multinational governmental organizations and treaty organizations, on the invitation of the Governmental Advisory Committee through its Chair.

    c. The Governmental Advisory Committee may adopt its own charter and internal operating principles or procedures to guide its operations, to be published on the Website.

    d. The chair of the Governmental Advisory Committee shall be elected by the members of the Governmental Advisory Committee pursuant to procedures adopted

by such members.

e. Each member of the Governmental Advisory Committee shall appoint one accredited representative to the Committee. The accredited representative of a member must hold a formal official position with the member's public administration. The term "official" includes a holder of an elected governmental office, or a person who is employed by such government, public authority, or multinational governmental or treaty organization and whose primary function with such government, public authority, or organization is to develop or influence governmental or public policies.

f. The Governmental Advisory Committee shall annually appoint one non-voting liaison to the ICANN Board of Directors, without limitation on reappointment, and shall annually appoint one non-voting liaison to the ICANN Nominating Committee.

g. The Governmental Advisory Committee may designate a non-voting liaison to each of the Supporting Organization Councils and Advisory Committees, to the extent the Governmental Advisory Committee deems it appropriate and useful to do so.

h. The Board shall notify the Chair of the Governmental Advisory Committee in a timely manner of any proposal raising public policy issues on which it or any of ICANN's supporting organizations or advisory committees seeks public comment, and shall take duly into account any timely response to that notification prior to taking action.

i. The Governmental Advisory Committee may put issues to the Board directly, either by way of comment or prior advice, or by way of specifically recommending action or new policy development or revision to existing policies.

j. The advice of the Governmental Advisory Committee on public policy matters shall be duly taken into account, both in the formulation and adoption of policies. In the event that the ICANN Board determines to take an action that is not consistent with the Governmental Advisory Committee advice, it shall so inform the Committee and state the reasons why it decided not to follow that advice. The Governmental Advisory Committee and the ICANN Board will then try, in good faith and in a timely and efficient manner, to find a mutually acceptable solution.

k. If no such solution can be found, the ICANN Board will state in its final decision the reasons why the Governmental Advisory Committee advice was not followed, and such statement will be without prejudice to the rights or obligations of Governmental Advisory Committee members with regard to public policy issues falling within their responsibilities.

2. Security and Stability Advisory Committee

a. The role of the Security and Stability Advisory Committee ("SAC") is to advise the ICANN community and Board on matters relating to the security and integrity of the Internet's naming and address allocation systems. It shall have the following responsibilities:

1. To develop a security framework for Internet naming and address allocation services that defines the key focus areas, and identifies where the responsibilities for each area lie. The committee shall focus on the operational considerations of critical naming infrastructure.

2. To communicate on security matters with the Internet technical community and the operators and managers of critical DNS infrastructure services, to include the root name server operator community, the top-level domain registries and registrars, the operators of the reverse

delegation trees such as in-addr.arpa and ip6.arpa, and others as events and developments dictate. The Committee shall gather and articulate requirements to offer to those engaged in technical revision of the protocols related to DNS and address allocation and those engaged in operations planning.

3. To engage in ongoing threat assessment and risk analysis of the Internet naming and address allocation services to assess where the principal threats to stability and security lie, and to advise the ICANN community accordingly. The Committee shall recommend any necessary audit activity to assess the current status of DNS and address allocation security in relation to identified risks and threats.

4. To communicate with those who have direct responsibility for Internet naming and address allocation security matters (IETF, RSSAC, RIRs, name registries, etc.), to ensure that its advice on security risks, issues, and priorities is properly synchronized with existing standardization, deployment, operational, and coordination activities. The Committee shall monitor these activities and inform the ICANN community and Board on their progress, as appropriate.

5. To report periodically to the Board on its activities.

6. To make policy recommendations to the ICANN community and Board.

b. The SAC's chair and members shall be appointed by the Board.

c. The SAC shall annually appoint a non-voting liaison to the ICANN Board according to Section 9 of Article VI.

3. Root Server System Advisory Committee

a. The role of the Root Server System Advisory Committee ("RSSAC") shall be to advise the Board about the operation of the root name servers of the domain name system. The RSSAC shall consider and provide advice on the operational requirements of root name servers, including host hardware capacities, operating systems and name server software versions, network connectivity and physical environment. The RSSAC shall examine and advise on the security aspects of the root name server system. Further, the RSSAC shall review the number, location, and distribution of root name servers considering the total system performance, robustness, and reliability.

b. Membership in the RSSAC shall consist of (i) each operator of an authoritative root name server (as listed at <ftp://ftp.internic.net/domain/named.root>), and (ii) such other persons as are appointed by the ICANN Board.

c. The initial chairman of the DNS Root Server System Advisory Committee shall be appointed by the Board; subsequent chairs shall be elected by the members of the DNS Root Server System Advisory Committee pursuant to procedures adopted by the members.

d. The Root Server System Advisory Committee shall annually appoint one non-voting liaison to the ICANN Board of Directors, without limitation on re-appointment, and shall annually appoint one non-voting liaison to the ICANN Nominating Committee.

4. At-Large Advisory Committee

a. The role of the At-Large Advisory Committee ("ALAC") shall be to consider and provide advice on the activities of ICANN, insofar as they relate to the interests of individual Internet users.

b. The ALAC shall consist of (i) two members selected by each of the Regional At-Large Organizations ("RALOs") established according to paragraph 4(g) of this Section, and (ii) five members selected by the Nominating Committee. The five members selected by the Nominating Committee shall include one citizen of a country within each of the five Geographic Regions established according to Section 5 of Article VI.

c. Subject to the provisions of the Transition Article of these Bylaws, the regular terms of members of the ALAC shall be as follows:

> 1. The term of one member selected by each RALO shall begin at the conclusion of an ICANN annual meeting in an even-numbered year.

> 2. The term of the other member selected by each RALO shall begin at the conclusion of an ICANN annual meeting in an odd-numbered year.

> 3. The terms of three of the members selected by the Nominating Committee shall begin at the conclusion of an annual meeting in an odd-numbered year and the terms of the other two members selected by the Nominating Committee shall begin at the conclusion of an annual meeting in an even-numbered year.

> 4. The regular term of each member shall end at the conclusion of the second ICANN annual meeting after the term began.

d. The Chair of the ALAC shall be elected by the members of the ALAC pursuant to procedures adopted by the Committee.

e. The ALAC shall annually appoint one non-voting liaison to the ICANN Board of Directors, without limitation on re-appointment, and shall, after consultation with each RALO, annually appoint five voting delegates (no two of whom shall be citizens of countries in the same Geographic Region, as defined according to Section 5 of Article VI) to the Nominating Committee.

f. Subject to the provisions of the Transition Article of these Bylaws, the At-Large Advisory Committee may designate non-voting liaisons to each of the ccNSO Council and the GNSO Council.

g. There shall be one RALO for each Geographic Region established according to Section 5 of Article VI. Each RALO shall serve as the main forum and coordination point for public input to ICANN in its Geographic Region and shall be a non-profit organization certified by ICANN according to criteria and standards established by the Board based on recommendations of the At-Large Advisory Committee. An organization shall become the recognized RALO for its Geographic Region upon entering a Memorandum of Understanding with ICANN addressing the respective roles and responsibilities of ICANN and the RALO regarding the process for selecting ALAC members and requirements of openness, participatory opportunities, transparency, accountability, and diversity in the RALO's structure and procedures, as well as criteria and standards for the RALO's constituent At-Large Structures.

h. Each RALO shall be comprised of self-supporting At-Large Structures within its Geographic Region that have been certified to meet the requirements of the RALO's Memorandum of Understanding with ICANN according to paragraph 4(i) of this Section. If so provided by its Memorandum of Understanding with ICANN, a RALO

may also include individual Internet users who are citizens or residents of countries within the RALO's Geographic Region.

i. The criteria and standards for the certification of At-Large Structures within each Geographic Region shall be established by the Board based on recommendations from the ALAC and shall be stated in the Memorandum of Understanding between ICANN and the RALO for that Geographic Region. The criteria and standards for the certification of At-Large Structures shall be established in such a way that participation by individual Internet users who are citizens or residents of countries within the Geographic Region (as defined in Section 5 of Article VI) of the RALO will predominate in the operation of each At-Large Structure within the RALO, while not necessarily excluding additional participation, compatible with the interests of the individual Internet users within the region, by others. Each RALO's Memorandum of Understanding shall also include provisions designed to allow, to the greatest extent possible, every individual Internet user who is a citizen of a country within the RALO's Geographic Region to participate in at least one of the RALO's At-Large Structures. To the extent compatible with these objectives, the criteria and standards should also afford to each RALO the type of structure that best fits the customs and character of its Geographic Region. Once the criteria and standards have been established, the ALAC shall be responsible for certifying organizations as meeting the criteria and standards for At-Large Structures. Decisions to certify or de-certify an At-Large Structure shall require a 2/3 vote of all of the members of the ALAC and shall be subject to review according to procedures established by the Board. On an ongoing basis, the ALAC may also give advice as to whether a prospective At-Large Structure meets the applicable criteria and standards.

j. The ALAC is also responsible, working in conjunction with the RALOs, for coordinating the following activities:

1. Keeping the community of individual Internet users informed about the significant news from ICANN;

2. Distributing (through posting or otherwise) an updated agenda, news about ICANN, and information about items in the ICANN policy-development process;

3. Promoting outreach activities in the community of individual Internet users;

4. Developing and maintaining on-going information and education programs, regarding ICANN and its work;

5 Establishing an outreach strategy about ICANN issues in each RALO's Region;

6. Making public, and analyzing, ICANN's proposed policies and its decisions and their (potential) regional impact and (potential) effect on individuals in the region;

7. Offering Internet-based mechanisms that enable discussions among members of At-Large structures; and

8. Establishing mechanisms and processes that enable two-way communication between members of At-Large Structures and those involved in ICANN decision-making, so interested individuals can share their views on pending ICANN issues.

Section 3. PROCEDURES

Each Advisory Committee shall determine its own rules of procedure and quorum requirements.

Section 4. TERM OF OFFICE

The chair and each member of a committee shall serve until his or her successor is appointed, or until such committee is sooner terminated, or until he or she is removed, resigns, or otherwise ceases to qualify as a member of the committee.

Section 5. VACANCIES

Vacancies on any committee shall be filled in the same manner as provided in the case of original appointments.

Section 6. COMPENSATION

Committee members shall receive no compensation for their services as a member of a committee. The Board may, however, authorize the reimbursement of actual and necessary expenses incurred by committee members, including Directors, performing their duties as committee members.

ARTICLE XI-A: OTHER ADVISORY MECHANISMS

Section 1. EXTERNAL EXPERT ADVICE

1. Purpose. The purpose of seeking external expert advice is to allow the policy-development process within ICANN to take advantage of existing expertise that resides in the public or private sector but outside of ICANN. In those cases where there are relevant public bodies with expertise, or where access to private expertise could be helpful, the Board and constituent bodies should be encouraged to seek advice from such expert bodies or individuals.

2. Types of Expert Advisory Panels.

   a. On its own initiative or at the suggestion of any ICANN body, the Board may appoint, or authorize the President to appoint, Expert Advisory Panels consisting of public or private sector individuals or entities. If the advice sought from such Panels concerns issues of public policy, the provisions of Section 1(3)(b) of this Article shall apply.

   b. In addition, in accordance with Section 1(3) of this Article, the Board may refer issues of public policy pertinent to matters within ICANN's mission to a multinational governmental or treaty organization.

3. Process for Seeking Advice-Public Policy Matters.

   a. The Governmental Advisory Committee may at any time recommend that the Board seek advice concerning one or more issues of public policy from an external source, as set out above.

   b. In the event that the Board determines, upon such a recommendation or otherwise, that external advice should be sought concerning one or more issues of public policy, the Board shall, as appropriate, consult with the Governmental Advisory Committee regarding the appropriate source from which to seek the advice and the arrangements, including definition of scope and process, for requesting and obtaining that advice.

   c. The Board shall, as appropriate, transmit any request for advice from a multinational governmental or treaty organization, including specific terms of reference, to the Governmental Advisory Committee, with the suggestion that the request be transmitted by the Governmental Advisory Committee to the multinational

governmental or treaty organization.

4. Process for Seeking and Advice-Other Matters. Any reference of issues not concerning public policy to an Expert Advisory Panel by the Board or President in accordance with Section 1(2)(a) of this Article shall be made pursuant to terms of reference describing the issues on which input and advice is sought and the procedures and schedule to be followed.

5. Receipt of Expert Advice and its Effect. External advice pursuant to this Section shall be provided in written form. Such advice is advisory and not binding, and is intended to augment the information available to the Board or other ICANN body in carrying out its responsibilities.

6. Opportunity to Comment. The Governmental Advisory Committee, in addition to the Supporting Organizations and other Advisory Committees, shall have an opportunity to comment upon any external advice received prior to any decision by the Board.

Section 2. TECHNICAL LIAISON GROUP

1. Purpose. The quality of ICANN's work depends on access to complete and authoritative information concerning the technical standards that underlie ICANN's activities. ICANN's relationship to the organizations that produce these standards is therefore particularly important. The Technical Liaison Group (TLG) shall connect the Board with appropriate sources of technical advice on specific matters pertinent to ICANN's activities.

2. TLG

EXHIBIT B

MEMORANDUM OF UNDERSTANDING BETWEEN
THE U.S. DEPARTMENT OF COMMERCE
AND
INTERNET CORPORATION FOR ASSIGNED NAMES AND NUMBERS

I. PARTIES

This document constitutes an agreement between the U.S. Department of Commerce (DOC or USG) and the Internet Corporation for Assigned Names and Numbers (ICANN), a not-for-profit corporation.

II. PURPOSE

A. Background

On July 1, 1997, as part of the Administration's Framework for Global Electronic Commerce, the President directed the Secretary of Commerce to privatize the management of the domain name system (DNS) in a manner that increases competition and facilitates international participation in its management.

On June 5, 1998, the DOC published its Statement of Policy, *Management of Internet Names and Addresses,* 63 *Fed. Reg.* 31741(1998) (Statement of Policy). The Statement of Policy addressed the privatization of the technical management of the DNS in a manner that allows for the development of robust competition in the management of Internet names and addresses. In the Statement of Policy, the DOC stated its intent to enter an agreement with a not-for-profit entity to establish a process to transition current U.S. Government management of the DNS to such an entity based on the principles of stability, competition, bottom-up coordination, and representation.

B. Purpose

Before making a transition to private sector DNS management, the DOC requires assurances that the private sector has the capability and resources to assume the important responsibilities related to the technical management of the DNS. To secure these assurances, the Parties will collaborate on this DNS Project (DNS Project). In the DNS Project, the Parties will jointly design, develop, and test the mechanisms, methods, and procedures that should be in place and the steps necessary to transition management responsibility for DNS functions now performed by, or on behalf of, the U.S. Government to a private-sector not-for-profit entity. Once testing is successfully completed, it is contemplated that management of the DNS will be transitioned to the mechanisms, methods, and procedures designed and developed in the DNS Project.

In the DNS Project, the parties will jointly design, develop, and test the mechanisms, methods, and procedures to carry out the following DNS management functions:

a. Establishment of policy for and direction of the allocation of IP number blocks;

b. Oversight of the operation of the authoritative root server system;

c. Oversight of the policy for determining the circumstances under which new top level domains would be added to the root system;

d. Coordination of the assignment of other Internet technical parameters as needed to maintain

universal connectivity on the Internet; and

e. Other activities necessary to coordinate the specified DNS management functions, as agreed by the Parties.

The Parties will jointly design, develop, and test the mechanisms, methods, and procedures that will achieve the transition without disrupting the functional operation of the Internet. The Parties will also prepare a joint DNS Project Report that documents the conclusions of the design, development, and testing.

DOC has determined that this project can be done most effectively with the participation of ICANN. ICANN has a stated purpose to perform the described coordinating functions for Internet names and addresses and is the organization that best demonstrated that it can accommodate the broad and diverse interest groups that make up the Internet community.

C. The Principles

The Parties will abide by the following principles:

1. Stability

This Agreement promotes the stability of the Internet and allows the Parties to plan for a deliberate move from the existing structure to a private-sector structure without disruption to the functioning of the DNS. The Agreement calls for the design, development, and testing of a new management system that will not harm current functional operations.

2. Competition

This Agreement promotes the management of the DNS in a manner that will permit market mechanisms to support competition and consumer choice in the technical management of the DNS. This competition will lower costs, promote innovation, and enhance user choice and satisfaction.

3. Private, Bottom-Up Coordination

This Agreement is intended to result in the design, development, and testing of a private coordinating process that is flexible and able to move rapidly enough to meet the changing needs of the Internet and of Internet users. This Agreement is intended to foster the development of a private sector management system that, as far as possible, reflects a system of bottom-up management.

4. Representation.

This Agreement promotes the technical management of the DNS in a manner that reflects the global and functional diversity of Internet users and their needs. This Agreement is intended to promote the design, development, and testing of mechanisms to solicit public input, both domestic and international, into a private-sector decision making process. These mechanisms will promote the flexibility needed to adapt to changes in the composition of the Internet user community and their needs.

III. AUTHORITIES

A. DOC has authority to participate in the DNS Project with ICANN under the following authorities:

(1) 15 U.S.C. § 1525, the DOC's Joint Project Authority, which provides that the DOC may enter into joint projects with nonprofit, research, or public organizations on matters of mutual interest, the cost of which is equitably apportioned;

(2) 15 U.S.C. § 1512, the DOC's authority to foster, promote, and develop foreign and domestic commerce;

(3) 47 U.S.C. § 902, which specifically authorizes the National Telecommunications and Information Administration (NTIA) to coordinate the telecommunications activities of the Executive Branch and assist in the formulation of policies and standards for those activities including, but not limited to, considerations of interoperability, privacy, security, spectrum use, and emergency readiness;

(4) Presidential Memorandum on Electronic Commerce, 33 Weekly Comp. Presidential Documents 1006 (July 1, 1997), which directs the Secretary of Commerce to transition DNS management to the private sector; and

(5) Statement of Policy, *Management of Internet Names and Addresses*, (63 *Fed. Reg.* 31741(1998) (Attachment A), which describes the manner in which the Department of Commerce will transition DNS management to the private sector.

B. ICANN has the authority to participate in the DNS Project, as evidenced in its Articles of Incorporation (Attachment B) and Bylaws (Attachment C). Specifically, ICANN has stated that its business purpose is to:

(i) coordinate the assignment of Internet technical parameters as needed to maintain universal connectivity on the Internet;

(ii) perform and oversee functions related to the coordination of the Internet Protocol (IP) address space;

(iii) perform and oversee functions related to the coordination of the Internet domain name system, including the development of policies for determining the circumstances under which new top-level domains are added to the DNS root system;

(iv) oversee operation of the authoritative Internet DNS root server system; and

(v) engage in any other related lawful activity in furtherance of Items (i) through (iv).

IV. <u>MUTUAL INTEREST OF THE PARTIES</u>

Both DOC and ICANN have a mutual interest in a transition that ensures that future technical management of the DNS adheres to the principles of stability, competition, coordination, and representation as published in the Statement of Policy. ICANN has declared its commitment to these principles in its Bylaws. This Agreement is essential for the DOC to ensure continuity and stability in the performance of technical management of the DNS now performed by, or on behalf of, the U.S. Government. Together, the Parties will collaborate on the DNS Project to achieve the transition without disruption.

V. <u>RESPONSIBILITIES OF THE PARTIES</u>

A. <u>General</u>.

1. The Parties agree to jointly participate in the DNS Project for the design, development, and testing of the mechanisms, methods and procedures that should be in place for the private sector to manage the functions delineated in the Statement of Policy in a transparent, non-arbitrary, and reasonable manner.

2. The Parties agree that the mechanisms, methods, and procedures developed under the DNS Project will ensure that private-sector technical management of the DNS shall not apply standards, policies, procedures or practices inequitably or single out any particular party for disparate treatment unless justified by substantial and reasonable cause and will ensure sufficient appeal procedures for adversely affected members of the Internet community.

3. Before the termination of this Agreement, the Parties will collaborate on a DNS Project Report that will document ICANN's test of the policies and procedures designed and developed pursuant to this Agreement.

4. The Parties agree to execute the following responsibilities in accordance with the Principles and Purpose of this Agreement as set forth in section II.

B. DOC. The DOC agrees to perform the following activities and provide the following resources in support of the DNS Project:

   1. Provide expertise and advice on existing DNS management functions.

   2. Provide expertise and advice on methods and administrative procedures for conducting open, public proceedings concerning policies and procedures that address the technical management of the DNS.

   3. Identify with ICANN the necessary software, databases, know-how, other equipment, and intellectual property necessary to design, develop, and test methods and procedures of the DNS Project.

   4. Participate, as necessary, in the design, development, and testing of the methods and procedures of the DNS Project to ensure continuity including coordination between ICANN and Network Solutions, Inc.

   5. Collaborate on a study on the design, development, and testing of a process for making the management of the root server system more robust and secure. This aspect of the DNS Project will address:

      a. Operational requirements of root name servers, including host hardware capacities, operating system and name server software versions, network connectivity, and physical environment.

      b. Examination of the security aspects of the root name server system and review of the number, location, and distribution of root name servers considering the total system performance, robustness, and reliability.

      c. Development of operational procedures for the root server system, including formalization of contractual relationships under which root servers throughout the world are operated.

   6. Consult with the international community on aspects of the DNS Project.

7. Provide general oversight of activities conducted pursuant to this Agreement.

8. Maintain oversight of the technical management of DNS functions currently performed either directly, or subject to agreements with the U.S. Government, until such time as further agreement (s) are arranged as necessary, for the private sector to undertake management of specific DNS technical management functions.

C. ICANN. ICANN agrees to perform the following activities and provide the following resources in support of the DNS Project and further agrees to undertake the following activities pursuant to its procedures as set forth in Attachment B (Articles of Incorporation) and Attachment C (By-Laws), as they may be revised from time to time in conformity with the DNS Project:

1. Provide expertise and advice on private sector functions related to technical management of the DNS such as the policy and direction of the allocation of IP number blocks and coordination of the assignment of other Internet technical parameters as needed to maintain universal connectivity on the Internet.

2. Collaborate on the design, development and testing of procedures by which members of the Internet community adversely affected by decisions that are in conflict with the bylaws of the organization can seek external review of such decisions by a neutral third party.

3. Collaborate on the design, development, and testing of a plan for introduction of competition in domain name registration services, including:

   a. Development of procedures to designate third parties to participate in tests conducted pursuant to this Agreement.

   b. Development of an accreditation procedure for registrars and procedures that subject registrars to consistent requirements designed to promote a stable and robustly competitive DNS, as set forth in the Statement of Policy.

   c. Identification of the software, databases, know-how, intellectual property, and other equipment necessary to implement the plan for competition;

4. Collaborate on written technical procedures for operation of the primary root server including procedures that permit modifications, additions or deletions to the root zone file.

5. Collaborate on a study and process for making the management of the root server system more robust and secure. This aspect of the Project will address:

   a. Operational requirements of root name servers, including host hardware capacities, operating system and name server software versions, network connectivity, and physical environment.

   b. Examination of the security aspects of the root name server system and review of the number, location , and distribution of root name servers considering the total system performance; robustness, and reliability.

   c. Development of operational procedures for the root system, including formalization of contractual relationships under which root servers throughout the world are operated.

6. Collaborate on the design, development and testing of a process for affected parties to participate in the formulation of policies and procedures that address the technical management of the Internet. This process will include methods for soliciting, evaluating and responding to comments in the adoption of policies and procedures.

7. Collaborate on the development of additional policies and procedures designed to provide information to the public.

8. Collaborate on the design, development, and testing of appropriate membership mechanisms that foster accountability to and representation of the global and functional diversity of the Internet and its users, within the structure of private- sector DNS management organization.

9. Collaborate on the design, development and testing of a plan for creating a process that will consider the possible expansion of the number of gTLDs. The designed process should consider and take into account the following:

    a. The potential impact of new gTLDs on the Internet root server system and Internet stability.

    b. The creation and implementation of minimum criteria for new and existing gTLD registries.

    c. Potential consumer benefits/costs associated with establishing a competitive environment for gTLD registries.

    d. Recommendations regarding trademark/domain name policies set forth in the Statement of Policy; recommendations made by the World Intellectual Property Organization (WIPO) concerning: (i) the development of a uniform approach to resolving trademark/domain name disputes involving cyberpiracy; (ii) a process for protecting famous trademarks in the generic top level domains; (iii) the effects of adding new gTLDs and related dispute resolution procedures on trademark and intellectual property holders; and recommendations made by other independent organizations concerning trademark/domain name issues.

10. Collaborate on other activities as appropriate to fulfill the purpose of this Agreement, as agreed by the Parties.

D. Prohibitions.

1. ICANN shall not act as a domain name Registry or Registrar or IP Address Registry in competition with entities affected by the plan developed under this Agreement. Nothing, however, in this Agreement is intended to prevent ICANN or the USG from taking reasonable steps that are necessary to protect the operational stability of the Internet in the event of the financial failure of a Registry or Registrar or other emergency.

2. Neither Party, either in the DNS Project or in any act related to the DNS Project, shall act unjustifiably or arbitrarily to injure particular persons or entities or particular categories of persons or entities.

3. Both Parties shall act in a non-arbitrary and reasonable manner with respect to design, development, and testing of the DNS Project and any other activity related to the DNS Project.

VI. EQUITABLE APPORTIONMENT OF COSTS

The costs of this activity are equitably apportioned, and each party shall bear the costs of its own activities under this Agreement. This Agreement contemplates no transfer of funds between the Parties. Each Party's estimated costs for the first six months of this Agreement are attached hereto. The Parties shall review these estimated costs in light of actual expenditures at the completion of the first six month period and will ensure costs will be equitably apportioned.

VII. PERIOD OF AGREEMENT AND MODIFICATION/TERMINATION

This Agreement will become effective when signed by all parties. The Agreement will terminate on September 30, 2000, but may be amended at any time by mutual agreement of the parties. Either party may terminate this Agreement by providing one hundred twenty (120) days written notice to the other party. In the event this Agreement is terminated, each party shall be solely responsible for the payment of any expenses it has incurred. This Agreement is subject to the availability of funds.

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Joe Sims                              J. Beckwith Burr
Counsel to ICANN                      Associate Administrator, NTIA
Jones, Day, Reavis & Pogue            U.S. Department of Commerce
1450 G Street N.W.                    Washington, D.C.  20230
Washington, D.C. 20005-2088
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PARTIES ESTIMATED SIX MONTH COSTS

A. ICANN

Costs to be borne by ICANN over the first six months of this Agreement include: development of Accreditation Guidelines for Registries; review of Technical Specifications for Shared Registries; formation and operation of Government, Root Server, Membership and Independent Review Advisor Committees; advice on formation of and review of applications for recognition by Supporting Organizations; promulgation of conflicts of interest policies; review and adoption of At-Large membership and elections processes and independent review procedures, etc; quarterly regular Board meetings and associated costs (including open forums, travel, staff support and communications infrastructure); travel, administrative support and infrastructure for additional open forums to be determined; internal executive, technical and administrative costs; legal and other professional services; and related other costs. The estimated six month budget (subject to change and refinement over time) is $750,000 - 1 million.

B. DOC

Costs to be borne by DOC over the first six months of this Agreement include: maintenance of DNS technical management functions currently performed by, or subject to agreements with, the U.S. Government, expertise and advice on existing DNS management functions; expertise and advice on administrative procedures; examination and review of the security aspects of the Root Server System (including travel and technical expertise); consultations with the international community on aspects of the DNS Project (including travel and communications costs); general oversight of activities conducted pursuant to the Agreement; staff support equal to half-time dedication of 4-5 full time employees, travel, administrative support, communications and related other costs. The estimate six month budget (subject

to change and refinement over time) is $250,000 - $350,000.

[Management of Internet Names and Addresses]

EXHIBIT C

MEMORANDUM OF UNDERSTANDING BETWEEN
THE U.S. DEPARTMENT OF COMMERCE AND
THE INTERNET CORPORATION FOR ASSIGNED NAMES AND
NUMBERS

Amendment 6

WHEREAS, the U.S. Government supports the policy of privatizing the technical management of the Internet and its underlying domain name system (DNS) now performed by or on behalf of the U.S. Government or by third parties under arrangements or agreements with the U.S. Government;

WHEREAS, the U.S. Government effects such privatization by entering into agreement with and seeking international support for a not-for-profit corporation formed by private sector Internet stakeholders to administer DNS policy;

WHEREAS, on November 25, 1998, the U.S. Department of Commerce (Department) on behalf of the U.S. Government entered into a Memorandum of Understanding (Agreement) with the Internet Corporation for Assigned Names and Numbers (ICANN), a private sector, not-for-profit corporation, for the purpose of the joint development of the mechanisms, methods, and procedures necessary to effect the transition of DNS management to the private sector;

WHEREAS, the Agreement contemplated that the Parties would collaborate on the DNS Project, in which the Parties would jointly design, develop, and test the mechanisms, methods, and procedures to carry out the following DNS management functions:

> a. Establishment of policy for and direction of the allocation of IP number blocks;

> b. Oversight of the operation of the authoritative root server system;

> c. Oversight of the policy for determining the circumstances under which new top level domains would be added to the root system;

> d. Coordination of the assignment of other Internet technical parameters as needed to maintain universal connectivity on the Internet; and

> e. Other activities necessary to coordinate the specified DNS management functions, as agreed by the Parties;

WHEREAS, work to be performed under the Agreement was intended to demonstrate that management responsibility for the DNS could be performed by ICANN;

WHEREAS, the Agreement has been amended five times to refine the work to be performed and to extend the term of the Agreement, such term currently to

expire on September 30, 2003;

WHEREAS, ICANN has made significant progress over the past year towards achieving the tasks set forth in Amendment 5 of the MOU, including refining its mission and restructuring its supporting groups and advisory committees; implementing new constituency driven policy-development processes; establishing a country code Names Supporting Organization; establishing an at-large advisory committee and regional at-large organizations; creating liaisons between the Governmental Advisory Committee (GAC) and all ICANN supporting organizations and advisory committees; establishing a new procedure for board nominations; and restructuring staff under the leadership of a new Chief Executive Officer (CEO) to respond to ICANN's technical policy, DNS management, and financial responsibilities;

NOW THEREFORE, in recognition of ICANN's progress in achieving the tasks and goals set forth in the Agreement and of its on-going work on reforming its structure and operations as described in the *Eighth Status Report to the Department*, dated August 1, 2003, the Parties hereby agree as follows:

I. The Department reaffirms its policy goal of privatizing the technical management of the DNS in a manner that promotes stability and security, competition, coordination, and representation. Consistent with this objective and in furtherance of the DNS Project, the Parties agree to strike V.B. in its entirety and to substitute the following:

> B. Department. The Department agrees to perform the following activities and provide the following resources in support of the DNS Project:
>
>> 1. Provide expertise and advice on DNS management functions.
>>
>> 2. Provide expertise and advice on methods and administrative procedures for conducting open, public proceedings concerning policies and procedures that address the technical management of the DNS.
>>
>> 3. Identify with ICANN the necessary software, databases, know-how, other equipment, and intellectual property necessary to design, to develop, and to test methods and procedures of the DNS Project.
>>
>> 4. Participate, as necessary, in the design, development, and testing of the methods and procedures of the DNS Project to ensure continuity, including coordination between ICANN and VeriSign, Inc.
>>
>> 5. Collaborate with ICANN on operational procedures for the root name server system, including formalization of relationships under which root name servers throughout the world are operated and continuing to promote best practices used by the root system

operators.

6. Continue to consult with the managers of root name servers operated by the U.S. Government and with other responsible United States Government agencies with respect to operational and security matters of such root name servers and recommendations for improvements in those matters.

7. Work collaboratively within ICANN's GAC to encourage the creation of stable agreements between ICANN and the organizations and entities operating country code Top Level Domains (ccTLDs).

8. Work collaboratively within ICANN to encourage the creation of stable agreements between ICANN and the Regional Internet Registries (RIRs).

9. Consult with the international community on aspects of the DNS Project.

10. Provide general oversight of activities conducted pursuant to this Agreement.

11. Maintain oversight of the technical management of the DNS functions currently performed either directly by, or subject to agreements with, the U.S. Government, until such time as further agreement(s) are arranged as necessary for ICANN to undertake management of specific DNS technical management functions.

12. Consult with foreign governments to promote increased and more effective governmental participation in the GAC.

13. In conjunction with ICANN's efforts to develop a corporate contingency plan as described in Section II.C.11 of this Amendment, work collaboratively with ICANN to ensure that such plan reflects the international nature of the DNS.

14. Building on ICANN's recent efforts to reexamine its mission, structure, and processes for their efficacy and appropriateness in light of the needs of the evolving DNS, collaborate with ICANN to ensure that its corporate organizational documents optimally support the policy goal of privatization of the technical management of the DNS.

II. ICANN reaffirms its commitment to maintaining security and stability in the technical management of the DNS, and to perform as an organization founded on the principles of competition, bottom up coordination, and representation. Consistent with these objectives and in furtherance of the DNS Project, the Parties agree to strike V.C. in its entirety from Amendment 5 to the MOU and

to substitute the following:

C. ICANN. ICANN agrees to perform the following activities and provide the following resources in support of the DNS Project, in conformity with the ICANN Board-approved mission and core values and in furtherance of its ongoing reform efforts:

1. Continue to provide expertise and advice on private sector functions related to technical management of the DNS.

2. Work collaboratively on a global and local level to pursue formal legal agreements with the RIRs, and to achieve stable relationships that allow them to continue their technical work, while incorporating their policy-making activities into the ICANN process.

3. Continue to develop, to test, and to implement processes and procedures to improve transparency, efficiency, and timeliness in the consideration and adoption of policies related to technical management of the DNS. In conjunction with its efforts in this regard, ICANN shall take into account the need to accommodate innovation in the provision of DNS services.

4. Continue to develop, to test, and to implement accountability mechanisms to address claims by members of the Internet community that they have been adversely affected by decisions in conflict with ICANN's by-laws, contractual obligations, or otherwise treated unfairly in the context of ICANN processes.

5. Collaborate with the Department on operational procedures for the root name server system, including formalization of relationships under which root name servers throughout the world are operated and continuing to promote best practices used by the root system operators.

6. Continue to consult with the managers of root name servers and other appropriate experts with respect to operational and security matters relating to the secure and stable operation of the domain name and numbering system in order to develop and implement recommendations for improvements in those matters, including ICANN's operation of the authoritative root, under appropriate terms and conditions.

7. Continue its efforts to achieve stable agreements with ccTLD operators that address, among other things, issues affecting the stable and secure operation of the DNS, including: delegation and redelegation of ccTLDs; allocation of global and local policy-formulation responsibility; and the relationship between a ccTLD operator and its relevant government or public authority. Such

efforts shall include activities to encourage greater dialogue between ccTLD operators and their respective governmental authority.

8. Continue the process of implementing new top level domains (TLDs), which process shall include consideration and evaluation of:

> a. The potential impact of new TLDs on the Internet root server system and Internet stability;

> b. The creation and implementation of selection criteria for new and existing TLD registries, including public explanation of the process, selection criteria, and the rationale for selection decisions;

> c. Potential consumer benefits/costs associated with establishing a competitive environment for TLD registries; and,

> d. Recommendations from expert advisory panels, bodies, agencies, or organizations regarding economic, competition, trademark, and intellectual property issues.

Define and implement a predictable strategy for selecting new TLDs using straightforward, transparent, and objective procedures that preserve the stability of the Internet (strategy development to be completed by September 30, 2004 and implementation to commence by December 31, 2004).

9. Continue to develop, to test, and to implement appropriate mechanisms that foster informed participation in ICANN by the global Internet community, such as providing educational services and fostering information sharing for constituents and promoting best practices among industry segments.

10. Continue to assess the operation of WHOIS databases and to implement measures to secure improved accuracy of WHOIS data. In this regard,

> a. ICANN shall publish a report no later than March 31, 2004, and annually thereafter, providing statistical and narrative information on community experiences with the InterNIC WHOIS Data Problem Reports system. The report shall include statistics on the number of WHOIS data inaccuracies reported to date, the number of unique domain names with reported inaccuracies, and registrar handling of the submitted reports. The narrative information shall include an evaluation of the impact of the WHOIS Data Problem

Reports system on improved accuracy of WHOIS data.

b. ICANN shall publish a report no later than November 30, 2004, and annually thereafter, providing statistical and narrative information on the implementation of the ICANN WHOIS Data Reminder Policy. The report shall include statistics on registrar compliance with the policy and information obtained regarding results of the implementation of the WHOIS Data Reminder Policy. The narrative information shall include implementation status, information on problems encountered, and an evaluation of the impact of the WHOIS Data Reminder Policy on improved accuracy of WHOIS data.

11. By June 30, 2004, ICANN shall develop a contingency plan to ensure continuity of operations in the event the corporation incurs a severe disruption of operations, or the threat thereof, by reason of its bankruptcy, corporate dissolution, a natural disaster, or other financial, physical or operational event. In conjunction with its efforts in this regard, ICANN shall work collaboratively with the Department to ensure that such plan reflects the international nature of the DNS.

12. Collaborate on other activities as appropriate to fulfill the purpose of this Agreement, as agreed by the Parties.

13. Building on ICANN's recent efforts to reexamine its mission, structure, and processes for their efficacy and appropriateness in light of the needs of the evolving DNS, collaborate with the Department to ensure that ICANN's corporate organizational documents optimally support the policy goal of privatization of the technical management of the DNS (collaboration to be completed by March 31, 2004).

14. By December 31, 2003, develop a strategic plan that sets forth ICANN's goals for securing long-term sustainability of its critical domain name and numbering system management responsibilities, including the necessary corporate structure and financial and personnel resources to meet such responsibilities. Such plan should address, among other areas, the following items, and should include measurable objectives and milestones for achievement of such objectives:

a. Conduct a review of corporate administrative structure and personnel requirements, including executive compensation and management succession plan (implementation of any recommendations resulting from review to be completed by March 31, 2004);

b. Conduct a review of internal mechanisms that promote and ensure Board of

Directors, executive management, and staff corporate responsibility (implementation of any recommendations resulting from review to be completed by March 31, 2004);

c. Develop and implement a financial strategy that explores options for securing more predictable and sustainable sources of revenue (strategy development to be completed by June 30, 2004 and implementation to commence by December 31, 2004);

d. Review and augment its corporate compliance program, including its system for auditing material contracts for compliance by all parties to such agreements (implementation of any recommendations resulting from review to be completed by June 30, 2004);

e. Develop a collaborative program with private and intergovernmental parties to conduct outreach to governments and local Internet communities in targeted regions, including key constituencies (commence program operation by December 31, 2004);

f. Develop and implement an appropriate and effective strategy for multi-lingual communications (commence strategy implementation by December 31, 2004); and

g. Conduct review of system-wide efforts to automate operational processes (implementation of any recommendations resulting from review to be completed by June 30, 2005).

15. Provide a status report to the Department on its progress towards the completion of its tasks under this Agreement, including implementation of ICANN's strategic plan, on or before five (5) business days following the end of each six-month period that this Agreement is in effect.

III. Strike Section VII of the Agreement and replace it, in its entirety, with:

A. In furtherance of the objective of this Agreement, to support the completion of the transition of DNS management to the private sector, the Department and ICANN will hold regular meetings between senior Departmental officials and ICANN senior management and leadership to assess progress.

B. This Agreement will become effective upon signature of ICANN and

the Department. This Agreement will terminate on September 30, 2006. This Agreement may not be amended except upon the mutual written agreement of the Parties. Either Party may terminate this Agreement by providing one hundred twenty (120) days written notice to the other Party. If this Agreement is terminated, each Party shall be solely responsible for the payment of any expenses it has incurred. This Agreement is subject to the availability of funds.

IV. Except as specifically modified by this Amendment 6, the terms and conditions of the Agreement, as previously amended, remain unchanged.

FOR THE NATIONAL CORPORATION TELECOMMUNCATIONS AND AND INFORMATION ADMINISTRATION:

FOR THE INTERNET

FOR ASSIGNED NAMES

NUMBERS:

_____

Name: Michael D. Gallagher

Title: Acting Assistant Secretary for Communications and Information

Date: September 16, 2003

Name: Paul Twomey

Title: President and CEO

Date: September 16, 2003

EXHIBIT D

ORDER FOR SUPPLIES OR SERVICES		PAGE	OF PAGES
IMPORTANT: Mark all packages and papers with contract and/or order numbers.		1	12

1. DATE OF ORDER	2. CONTRACT NO. *(if any)*
13 Mar 2003	

6. SHIP TO: AMD00269

a. NAME OF CONSIGNEE	Ult Dest: AMD00269
Nat'l Telecom and Info Admin	

3. ORDER NO.	4. REQUISITION/REFERENCE NO.
DG1335-03-SE-0336	NTIA909-3-0050CH

b. STREET ADDRESS

5. ISSUING OFFICE *Address correspondence to:* AMD00065

DOC/NOAA/OFA/External Customers
c/o CAMS Support Center
209 Perry Parkway, Suite 5
Gaithersburg, MD 20877-2171
Carol A.Silverman   301-258-4506

1401 Constitution Ave., N.W.
Room 4888

c. CITY	d. STATE	e. ZIP CODE
Washington	DC	20230

f. SHIP VIA

7. TO: 00001568	TIN: 954712218

8. TYPE OF ORDER

a. Name of Contractor
Internet Corporation for Assigned Names and Numbers

X	a. PURCHASE		b. DELIVERY

REFERENCE YOUR:2/28/03 Proposal

Please furnish the following on the terms and conditions specified on both sides of this order and on the attached sheet, if any, including delivery as indicated.

Except for billing instructions on the reverse, this delivery order is subject to instructions contained on this side only of this form and is issued subject to the terms and conditions of the above-numbered contract.

b. Company Name

c. Street Address

4676 Admiralty Way, Suite 330

d.City Marina del Rey	e. State CA	f. Zip 90292-6601

9. ACCOUNTING AND APPROPRIATION BOC:	OBLIGATED AMT: $0.00	10. REQUISITIONING OFFICE
N/A		NTIA

11. BUSINESS CLASSIFICATION *(Check appropriate box(es))*

	a. SMALL	X	b. OTHER THAN SMALL		c. DISADVANTAGED		d. WOMEN-OWNED

12. F.O.B. POINT	14. GOVERNMENT B/L NO.	15. DELIVER TO F.O.B. POINT ON OR BEFORE	16. DISCOUNT TERMS
DESTINATION		30 Sep 2003	00.00% 0 Days

13. PLACE OF

a. INSPECTION	b. ACCEPTANCE		
See Block 6	See Block 6		Net 30

17. SCHEDULE *(See reverse for Rejections)*

ITEM NO. (a)	SUPPLIES OR SERVICES (b)	QUANTITY ORDERED (c)	UNIT (d)	UNIT PRICE (e)	AMOUNT (f)	QTY ACCEPT. (g)
	The Contractor agrees to provide all services as specified herein: /s/_Louis Touton_____ _15Mar2003 Signature: Date: Title: Vice President					
0001	Base Period (4/1/03 - 9/30/03)	1	LT	0.00	0.00	

0002	Option Period 1 (10/1/03 - 9/30/04)	1	LT	0.00	0.00	
0003	Option Period 2 (10/1/04 - 9/30/05)	1	LT	0.00	0.00	
0004	Option Period 3 (10/1/05 - 3/31/06)	1	LT	0.00	0.00	

SEE BILLING INSTRUCTIONS ON
REVERSE 18. SHIPPING POINT   19. GROSS SHIPPING WEIGHT   20. INVOICE NO.

```
        21. MAIL INVOICE TO:
        a. NAME
                DOC/NOAA/OFA/External Customers
        b. STREET ADDRESS (or P.O. Box) US      17(I) GRAND TOTAL
                CAMS Support Center
                209 Perry Parkway, Suite 5
        c. CITY  d. STATE       e. ZIP CODE      0.00
                GAITHERSBURG        MD                20877-2171
22. UNITED STATES OF
        AMERICA BY (Signature)          /s/ Carole A. Silverman
23. NAME (Typed)
                        Carol A.Silverman       301-258-4506
                        (TITLE CONTRACTING/ORDERING OFFICER)
AUTHORIZED FOR LOCAL REPRODUCTION          OPTIONAL FORM 347 (REV. 6/95)
Previous edition not usable                Prescribed by GSA/FAR 48 CFR 53.213(e)
```

SUPPLEMENTAL INVOICING INFORMATION

If desired, this order (or a copy thereof) may be used by the Contractor as the Contractor's invoice, instead of a separate invoice, provided the following statement, (signed and dated) is (or attached to) the order: "Payment is requested in the amount of $_____. No other invoice will be submitted." However, if the Contractor wishes to submit an invoice, the following information must be provided: contract number (if any), order number, item number(s), description of supplies or services, sizes, quantities, unit prices, and extended totals. Prepaid shipping costs will be indicated as a separate item on the invoice. Where shipping costs exceed $10 (except for parcel post), the billing must be supported by a bill of lading or receipt. When several orders are invoiced to an ordering activity during the same billing period, consolidated periodic billings are encouraged.

RECEIVING REPORT

Quantity in the "Quantity Accepted" column on the face of this order has been: ☐ inspected,   ☐ accepted,   ☐ received,
by me and conforms to contract. Items listed below have been rejected for the reasons indicated.

SHIPMENT NUMBER	PARTIAL		DATE RECEIVED	SIGNATURE OF AUTHORIZED U.S. GOV'T REP.	DATE
	FINAL				
TOTAL CONTAINERS	GROSS WEIGHT		RECEIVED AT	TITLE	

REPORT OF REJECTIONS

ITEM NO.	SUPPLIES OR SERVICES	UNIT	QUANTITY REJECTED	REASON FOR REJECTION

OPTIONAL FORM 347 (REV. 6/95) **BACK**

B. Section B - Supplies or Services and Prices/Costs

B.1 CONTRACT VALUE

The requirements identified in the statement of work are performed by the contractor at no cost to the Government.

B.2 SCHEDULE

Line Item	Description	Price
0001	Base Period (April 1, 2003 – September 30 , 2003)	$0.00
0002	Option Period 1 (October 1, 2003 – September 30, 2004)	$0.00
0003	Option Period 2 (October 1, 2004 – September 30, 2005)	$0.00
0004	Option Period 3 (October 1, 2005 – March 31, 2006)	$0.00

C. Section C Statement of Work

CAR Clause Number	Title	Date
1352.211-70	Statement of Work/Specifications	March 2000

C.1 BACKGROUND

C.1.1 The U.S. Department of Commerce (DoC), National Telecommunications and Information Administration (NTIA) has initiated this agreement to maintain the continuity and stability of services related to certain interdependent Internet technical management functions, known collectively as the Internet Assigned Numbers Authority (IANA).

C.1.2 Initially, these interdependent technical functions were performed on behalf of the U.S. Government under a contract between the Defense Advanced Research Projects Agency (DARPA) and the University of Southern California (USC), as part of a research project known as the *Terranode Network Technology* (TNT). As the TNT project neared completion and the DARPA/USC contract neared expiration in 1999, the U.S. Government recognized the need for the continued performance of the IANA functions as vital to the stability and correct functioning of the Internet. On December 24, 1998, USC entered into a transition agreement with the Internet Corporation for Assigned Names and Numbers (ICANN) under which ICANN secured directly from USC, all necessary resources, including key personnel, intellectual property, and computer facility access critical to the continued performance of the IANA functions. Having assumed these key resources (as well as other responsibilities associated with privatization of the Internet domain name system), ICANN was uniquely positioned to undertake performance of these functions. On February 8, 2000 and then on March 21, 2001, the DoC entered into an agreement with ICANN to perform the IANA functions. In connection with its work under these agreements, ICANN has developed and maintained close, constructive working relationships with a variety of interested parties, including Internet standards development organizations and technical bodies.

C.1.3 The Government acknowledges that data submitted by applicants in connection with the IANA function is confidential information. To the extent permitted by law, the Government shall accord any data submitted by applicants in connection with the IANA functions with the same degree of care as it uses to protect its own confidential information, but not less than reasonable care, to prevent the unauthorized use, disclosure or publication of confidential information. In providing data that is subject to such a confidentiality obligation to the United States Government, the Contractor shall advise the United States Government of that obligation.

C.2 CONTRACTOR REQUIREMENTS

C.2.1 The Contractor shall furnish the necessary personnel, material, equipment, services, and facilities (except as otherwise specified), to perform the following requirements without any cost to the United States Government. On or after the effective date of this purchase order, the Contractor may establish and collect

fees from third parties (i.e. other than the United States Government) for the functions performed under this purchase order, provided the fee levels are approved by the Contracting Officer before going into effect, which approval shall not be withheld unreasonably provided the fee levels are fair and equitable and provided the aggregate fees charged during the term of this purchase order do not exceed the cost of providing the requirements of this purchase order. The Government will review the contractor's accounting data at anytime fees are charged to verify that the above conditions are being met.

C.2.1.1   DoC NTIA has a requirement for a Contractor to maintain the operation of the Internet by performing the IANA functions. In performance of this purchase order, the Contractor shall furnish the necessary personnel, material, equipment, services, and facilities (except as otherwise specified), to perform the following IANA requirements.

C.2.1.1.1 Coordinate the assignment of technical protocol parameters - - This function involves the review and assignment of unique values to various parameters (*e.g.,* operation codes, port numbers, object identifiers, protocol numbers) used in various Internet protocols. This function also includes the dissemination of the listings of assigned parameters through various means (including on-line publication) and the review of technical documents for consistency with assigned values.

C.2.1.1.2 Perform administrative functions associated with root management - - This function addresses facilitation and coordination of the root zone of the domain name system, with 24 hour-a-day/7 days-a-week coverage. It includes receiving requests for and making routine updates of the country code top level domain (ccTLD) contact (including technical and administrative contacts) and nameserver information. It also includes receiving delegation and redelegation requests, investigating the circumstances pertinent to those requests, and making its recommendations and reporting actions undertaken in connection with processing such requests. This function, however, does not include authorizing modifications, additions, or deletions to the root zone file or associated information that constitute delegation or redelegation of top level domains. (This purchase order does not alter root system responsibilities as set forth in Amendment 11 of the Cooperative Agreement NCR-9218742 between the DoC and VeriSign, Inc.)

C.2.1.1.3 Allocate Internet Numbering Resources - - This function involves overall responsibility for allocated and unallocated IPv4 and IPv6 address space and Autonomous System Number space. It includes the responsibility for delegation of IP address blocks to regional registries for routine allocation, typically through downstream providers, to Internet end-users within the regions served by those registries. This function also includes reservation and direct allocation of space for special purposes, such as multicast addressing, addresses for private networks as described in RFC 1918, and globally specified applications.

C..2.1.1.4   Other services - - The Contractor shall perform other IANA functions and implement modifications in performance of the IANA functions as needed upon mutual agreement of the parties. These functions may include the performance of periodic functions or supplemental functions identified by the Contractor as part of the six (6) month performance progress report.

C.3   REPORTING REQUIREMENTS

C.3.1   The Contractor shall, in collaboration with the DoC, work to specify (a) metrics for processing times for requests under section 2.1.1.2, and (b) elements to be included in reporting on delegation and re-delegation requests. The Contractor shall submit to the COTR no later than August 1, 2003 an initial specification of such metrics and elements. Should this initial specification suggest substantive changes in established policies associated with the IANA functions, such changes must comply with section C.4.2.

C.3.2   Requests for Modification to the Root Zone File - - The Contractor shall prepare and submit to the COTR a report that contains statistical and narrative information concerning requests for modification to the root zone file and associated information, including primary and secondary name-servers changes;

administrative and/or technical contact changes; registration website url changes; and street address, email address, telephone or facsimile transmission changes. Such report shall include the date of the request; the date of completion of processing the request; its disposition; and its status, if it has been pending longer than 30 days. Such report shall be submitted to the COTR no later than 15 calendar days following the end of each business quarter.

  C.3.3 Allocation of IP address blocks - - The Contractor shall prepare and submit to the COTR a report that contains statistical and narrative information concerning requests to the Contractor for the allocation of additional IP address blocks. Such report shall include the date of the request; the date of completion of processing the request; its disposition; and its status, if it has been pending longer than 30 days. Such report shall be submitted to the COTR no later than 15 calendar days following the end of each business quarter.

C.3.4   Performance Progress Report - - The Contractor shall prepare and submit to the COTR a performance progress report every six (6) months after purchase order award that contains statistical and narrative information on the performance of the IANA functions during the previous six (6) month period. The report shall include a summary of the major work performed for each of the functions during the previous six (6) month period, including technical status, major events, problems encountered, and any projected significant changes related to the performance of the functions.

C.3.5   Final Report - - The Contractor shall prepare and submit a final report on the performance of the IANA functions that documents standard operating procedures, including a description of the techniques, methods, software, and tools employed in the performance of the IANA functions. This report shall be submitted to the COTR no later than thirty days after expiration of the purchase order.

C.4   PERFORMANCE EXCLUSIONS

C.4.1   This purchase order, in itself, does not authorize modifications, additions, or deletions to the root zone file or associated information that constitute delegation or re-delegation of top level domains. (This purchase order does not alter root system responsibilities as set forth in Amendment 11 of the Cooperative Agreement NCR-9218742 between the DoC and VeriSign, Inc.)

C.4.2   This purchase order, in itself, does not authorize the Contractor to make material changes in established methods associated with the performance of the IANA functions. Procedures for policy development will remain the subject of the Joint Project Agreement (JPA) entitled   "Memorandum of Understanding between the U.S. Department of Commerce and the Internet Corporation for Assigned Names and Numbers," dated November 25, 1998, as amended. Policy development procedures developed pursuant to the JPA may result in the adoption of new or changed policies concerning Internet technical management functions. To the extent such policies require alterations in the manner in which the IANA functions are performed, those alterations may be implemented upon mutual agreement of the parties.

C.4.3   Contractor's obligation to perform the IANA functions shall not be conditioned on the existence of any agreement between the Contractor and any third party.

D   Section D - Packaging and Marking
All deliverables required by this order shall be submitted in accordance with Section F.

E   Section E - Inspection and Acceptance
INSPECTION AND ACCEPTANCE

CAR Clause Number	Title	Date
1352.246-70	Inspection and Acceptance	March 2000

Final inspection and acceptance of all work performed, reports, and other deliverables will be performed by the Technical Representative identified in Section G at the place of delivery.

F   Section F—Deliveries and Performance
F.1   PERIOD OF PERFORMANCE

CAR Clause Number	Title	Date
1352.215-70	Period of Performance	March 2000

The period of performance for this requirement is as follows:

>   Base Period (April 1, 2003 – September 30 , 2003)
>   Option Period 1 (October 1, 2003 – September 30, 2004)
>   Option Period 2 (October 1, 2004 – September 30, 2005)
>   Option Period 3 (October 1, 2005 – March 31, 2006)

F.2   PLACE OF PERFORMANCE
All work shall be performed by the Contractor at the Contractor's facility.

F.3   DISTRIBUTION OF DELIVERABLES
The Contractor shall submit copies of all deliverables specified below as follows:

COTR   1 Copy
Contracting Officer   1 Copy

F.4   DELIVERABLES

Deliverable	Due Date
Initial Specification of Metrics and Elements	August 1, 2003
Report - Root Zone File Modifications Report	Quarterly – 15 calendar days following the end of each business quarter
Report - Allocation of Additional IP Address Blocks	Quarterly – 15 calendar days following the end of each business quarter
Performance Progress Reports	Every six months (the first report is due six months after award of this order)
Final Report	30 days after expiration of the base period and 30 days after the expiration of each option period

F.5   GOVERNMENT RIGHTS TO DELIVERABLES
All deliverables provided under this task order become the property of the U.S. Government.

F.6   GOVERNMENT REVIEW OF DELIVERABLES

The Government shall review deliverables and determine acceptability. Any deficiencies shall be corrected by the Contractor and resubmitted to the Government within seven (7) workdays after notification.

F.7   REQUIRED DELIVERABLES
The Contractor shall transmit all deliverables so that the deliverables are received by the parties listed above on or before the indicated due dates.

G   SECTION G - Contract Administration Data
G.1   CONTRACTING OFFICER'S AUTHORITY

CAR Clause Number	Title	Date
1352.201-70	Contracting Officer's Authority	March 2000

The Contracting Officer is the only person authorized to make or approve any changes in any of the requirements of this contract and not withstanding any provisions contained elsewhere in this contract, the said authority remains solely in the Contracting Officer. In the event the Contractor makes any changes at the direction of any person other than the Contracting Officer, the change will be considered to have been made without authority and no adjustment will be made in the contract terms and conditions, including price.

G.2   CONTRACTING OFFICER'S TECHNICAL REPRESENTATIVE (COTR)

a.	CAR Clause Number	Title	Date
	1352.201-71	Contracting Officer's Technical Representative	March 2000

    i.   Ms. Cathy Handley is hereby designated as the Contracting Officer's Technical Representative (COTR). The COTR may be changed at any time by the Government without prior notice to the Contractor by a unilateral modification to the contract. The COTR is located at:

        COTR   Address: National Telecommunications and Information Administration
                                       1401 Constitution Avenue, NW
                                       Room 4701

<div align="center">
Washington, D.C. 20230
</div>

Phone: (202) 482-1866
E-mail: CHANDLEY@ntia.doc.gov

   ii.   The responsibilities and limitations of the COTR are as follows:

(1)   The COTR is responsible for the technical aspects of the project and serves as technical liaison with the Contractor. The COTR is also responsible for the final inspection and acceptance of all reports and such other responsibilities as may be specified in the contract.

(2)   The COTR is not authorized to make any commitments or other wise obligate the Government or authorize any changes, which affect the contract price, terms, or conditions. Any contractor requests for changes shall be referred to the Contracting Officer. No such changes shall be made without the expressed prior authorization of the Contracting Officer.

b.   The COTR is responsible for: receiving all deliverables; inspecting and accepting supplies or services provided hereunder in accordance with the terms and conditions of this contract; providing direction to the contractor, which clarifies the contract effort, fills in details or otherwise serves to accomplish the contractual Scope of Work; evaluating performance; and certifying all invoices/vouchers for acceptance of the supplies or services furnished for payment prior to forwarding to the Contracting Officer.

H   SECTION H - Special Contract Requirements
H.1   ORGANIZATIONAL CONFLICT OF INTEREST

CAR Clause Number	Title	Date
1352.209-71	Organizational Conflict of Interest	March 2000

a.   The Contractor warrants that, to the best of the Contractor's knowledge and belief, there are no relevant facts or circumstances which would give rise to an organizational conflict of interest, as defined in FAR Subpart 9.5, or that the Contractor has disclosed all such relevant information.

b.   The Contractor agrees that if an actual or potential organizational conflict of interest is discovered after award, the Contractor will make a full disclosure in writing to the Contracting Officer. This disclosure shall include a description of actions which the Contractor has taken or proposes to take, after consultation with the Contracting Officer, to avoid, mitigate, or neutralize the actual or potential conflict.

c.   Remedies - The Contracting Officer may terminate this contract for convenience, in whole or in part, if it deems such termination necessary to avoid an organizational conflict of interest. If the Contractor was aware of a potential organizational conflict of interest prior to award or discovered an actual or potential conflict after award and did not disclose or misrepresented relevant information to the Contracting Officer, the Government may terminate the contract for default, debar the Contractor for Government contracting, or pursue such other remedies as may be permitted by law or this contract.

d.   The Contractor further agrees to insert provisions which shall conform substantially to the language of this clause, including the paragraph (d), in any subcontract or consultant agreement hereunder.

I   Section I – Contract Clauses

I.1   CLAUSES INCORPORATED IN FULL TEXT

52.213-4 Terms and Conditions-Simplified Acquisitions (Other Than Commercial Items).

Terms and Conditions-Simplified Acquisitions (Other Than Commercial Items) (Sept 2002)

(a)   The Contractor shall comply with the following Federal Acquisition Regulation (FAR) clauses that are incorporated by reference:
(1)   The clauses listed below implement provisions of law or Executive order:
(i)   52.222-3, Convict Labor (Aug 1996) (E.O. 11755).

       (ii)   52.222-21, Prohibition of Segregated Facilities (FEb 1999) (E.O. 11246).

       (iii)   52.222-26, Equal Opportunity (Apr 2002) (E.O. 11246).

            (iv)   52.225-13, Restrictions on Certain Foreign Purchases (JUly 2000) (E.O.'s 12722, 12724, 13059, 13067, 13121, and 13129).

       (v)   52.233-3, Protest After Award (Aug 1996) (31 U.S.C. 3553).

(2) Listed below are additional clauses that apply:

       (i)   52.232-1, Payments (Apr 1984).

       (ii)   52.232-8, Discounts for Prompt Payment (Feb 2002).

       (iii)   52.232-11, Extras (Apr 1984).

       (iv)   52.232-25, Prompt Payment (Feb 2002).

       (v)   52.233-1, Disputes (July 2002).

       (vi)   52.244-6, Subcontracts for Commercial Items (Dec 2001).

       (vii) 52.253-1, Computer Generated Forms (Jan 1991).

(b)   The Contractor shall comply with the following FAR clauses, incorporated by reference, unless the circumstances do not apply:

    (1)   The clauses listed below implement provisions of law or Executive order:

       (i)   52.222-19, Child Labor-Cooperation with Authorities and Remedies (Sept 2002) (E.O. 13126). (Applies to contracts for supplies exceeding the micro-purchase threshold.)

       (ii)   52.222-20, Walsh-Healey Public Contracts Act (DEc 1996) (41 U.S.C. 35-45) (Applies to supply contracts over $10,000 in the United States, Puerto Rico, or the U.S. Virgin Islands).

       (iii)   52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (Dec 2001) (38 U.S.C. 4212) (Applies to contracts of $25,000 or more).

       (iv)   52.222-36, Affirmative Action for Workers with Disabilities (JUne 1998) (29 U.S.C. 793). (Applies to contracts over $10,000, unless the work is to be performed outside the United States by employees recruited outside the United States.) (For purposes of this clause, United States includes the 50 States, the District of Columbia, Puerto Rico, the Northern Mariana Islands, American Samoa, Guam, the U.S. Virgin Islands, and Wake Island.)

       (v)   52.222-37, Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (Dec 2001) (38 U.S.C. 4212) (Applies to contracts of $25,000 or more).

       (vi)   52.222-41, Service Contract Act of 1965, As Amended (MAy 1989) (41 U.S.C. 351, et seq.) (Applies to service contracts over $2,500 that are subject to the Service Contract Act and will be performed in the United States, District of Columbia, Puerto Rico, the Northern Mariana Islands, American Samoa, Guam, the U.S. Virgin Islands, Johnston Island, Wake Island, or the outer continental shelf lands).

       (vii) 52.223-5, Pollution Prevention and Right-to-Know Information (Apr 1998) (E.O. 12856) (Applies to services performed on Federal facilities).

       (viii) 52.225-1, Buy American Act-Supplies (May 2002) (41 U.S.C. 10a - 10d) (Applies to contracts for supplies, and to contracts for services involving the furnishing of supplies, for use within the United States if the value of the supply contract or supply portion of a service contract exceeds the micro-purchase threshold and the acquisition-

       (A)   Is set aside for small business concerns; or

           (B)   Cannot be set aside for small business concerns (see 19.502-2), and does not exceed $25,000).

       (ix)   52.232-33, Payment by Electronic Funds Transfer-Central Contractor Registration (MAy 1999). (Applies when the payment will be made by electronic funds transfer (EFT) and the payment office uses the Central Contractor Registration (CCR) database as its source of EFT information.)

       (x)   52.232-34, Payment by Electronic Funds Transfer-Other than Central Contractor Registration (MAy 1999). (Applies when the payment will be made by EFT and the payment office does not use the CCR database as its source of EFT information.)

       (xi)   52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (June 2000) (46 U.S.C. 1241). (Applies to supplies transported by ocean vessels.)

    (2)   Listed below are additional clauses that may apply:

       (i)   52.209-6, Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment (July 1995) (Applies to contracts over $25,000).

       (ii)   52.211-17, Delivery of Excess Quantities (Sept 1989) (Applies to fixed-price supplies).
       (iii)   52.247-29, F.o.b. Origin (June 1988) (Applies to supplies if delivery is f.o.b. origin).
       (iv)   52.247-34, F.o.b. Destination (Nov 1991) (Applies to supplies if delivery is f.o.b. destination).

(c)   FAR 52.252-2, Clauses Incorporated by Reference (Feb 1998). This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at
this/these address(es):

             www.arnet.gov

(d)   Inspection/Acceptance. The Contractor shall tender for acceptance only those items that conform to the requirements of this contract. The Government reserves
the right to inspect or test any supplies or services that have been tendered for acceptance. The Government may require repair or replacement of nonconforming
supplies or re-performance of nonconforming services at no increase in contract price. The Government must exercise its post-acceptance rights-
     (1)   Within a reasonable period of time after the defect was discovered or should have been discovered; and
     (2)   Before any substantial change occurs in the condition of the item, unless the change is due to the defect in the item.

(e)   Excusable delays. The Contractor shall be liable for default unless nonperformance is caused by an occurrence beyond the reasonable control of the Contractor and without its fault or negligence, such as acts of God or the public enemy, acts of the Government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, unusually severe weather, and delays of common carriers. The Contractor shall notify the Contracting Officer in writing as soon as it is reasonably possible after the commencement of any excusable delay, setting forth the full particulars in connection therewith, shall remedy such occurrence with all reasonable dispatch, and shall promptly give written notice to the Contracting Officer of the cessation of such occurrence.

(f)   Termination for the Government's convenience. The Government reserves the right to terminate this contract, or any part hereof, for its sole convenience. In the event of such termination, the Contractor shall immediately stop all work hereunder and shall immediately cause any and all of its suppliers and subcontractors to cease work. Subject to the terms of this contract, the Contractor shall be paid a percentage of the contract price reflecting the percentage of the work performed prior to the notice of termination, plus reasonable charges that the Contractor can demonstrate to the satisfaction of the Government, using its standard record keeping system, have resulted from the termination. The Contractor shall not be required to comply with the cost accounting standards or contract cost principles for this purpose. This paragraph does not give the Government any right to audit the Contractor's records. The Contractor shall not be paid for any work performed or costs incurred that reasonably could have been avoided.

(g)   Termination for cause. The Government may terminate this contract, or any part hereof, for cause in the event of any default by the Contractor, or if the Contractor
fails to comply with any contract terms and conditions, or fails to provide the Government, upon request, with adequate assurances of future performance. In the
event of termination for cause, the Government shall not be liable to the Contractor for any amount for supplies or services not accepted, and the Contractor shall be liable to the Government for any and all rights and remedies provided by law. If it is determined that the Government improperly terminated this contract for default, such termination shall be deemed a termination for convenience.

(h)   Warranty. The Contractor warrants and implies that the items delivered hereunder are merchantable and fit for use for the particular purpose described in this
contract.

             (End of clause)

52.217-8 Option to Extend Services.

As prescribed in 17.208(f), insert a clause substantially the same as the following:

             Option to Extend Services (Nov 1999)

The Government may require continued performance of any services within the limits and at the rates specified in the contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance

hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor within 30 days.

(End of clause)

52.217-9 Option to Extend the Term of the Contract.

Option to Extend the Term of the Contract (Mar 2000)

(a) The Government may extend the term of this contract by written notice to the Contractor within 30 days prior to the expiration of the current performance period; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 60 days before the contract expires. The preliminary notice does not commit the Government to an extension.
(b) If the Government exercises this option, the extended contract shall be considered to include this option clause.
(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed 3 years and 6 months.

(End of clause)

I.2   **CLAUSES INCORPORATED BY REFERENCE**

52.252-2	Clauses Incorporated by Reference	Feb 1998
52.227-1	Authorization and Consent	Jul 1995
52.227-2	Notice and Assistance Regarding Patent and Copyright Infringement	Aug 1996
52.227-11	Patent Rights – Retention by the Contractor (Short Form)	Jun 1997
52.227-14	Rights in Data – General	Jun 1987
52.227-14	Rights in Data – General – Alternate I	Jun 1987
52.227-14	Rights in Data – General – Alternate II	Jun 1987
52.227-14	Rights in Data – General – Alternate III	Jun 1987
52.227-14	Rights in Data – General – Alternate V	Jun 1987
52.227-16	Additional Data Requirements	Jun 1987

J   Section J – Attachments

None

Response to Request for Quotation Number DG1335-03-RQ-0030

In response to Request for Quotation (RFQ) Number DG1335-03-RQ-0030, the Internet Corporation for Assigned Names and Numbers (ICANN) submits the following proposal:

A. Summary.

In November 1998, the United States Government began the transition of the responsibility for performing various technical Internet-coordination functions—which the United States Government and its contractors previously performed—to private-sector management. The transition is proceeding under a Memorandum of Understanding (MoU) between the United States Department of Commerce and ICANN, under which the parties are jointly designing, developing, and testing mechanisms that should be in place and the steps necessary to transition these responsibilities to a private-sector not-for-profit entity. Once testing is successfully completed, it is contemplated that management of the DNS will be transitioned to the mechanisms, methods, and procedures designed and developed under the MoU.

The RFQ covers the continued operation during the transition process of the Internet Assigned Numbers Authority (the IANA), one important part of the functions involved in the transition to private-sector management. In particular, the IANA functions involve implementation aspects of the Internet-coordination policies that are established according to the private-sector mechanisms that are being developed under the MoU. The purpose of the RFQ is to ensure the seamless performance of these key coordination functions as the transition proceeds.

ICANN is uniquely well-suited to perform the IANA functions during the transition. To ensure continued stable operation of the Internet, it is important that the IANA functions be performed in a manner that blends smoothly from the former (US-Government) regime to the emerging (private-sector) regime. Because ICANN serves as the forum for designing, developing, and testing the mechanisms for the performance of these Internet-coordination functions—both the development of the relevant policies and the execution of those policies—it is uniquely positioned to ensure the provision of the IANA functions is smoothly adapted to the transition.

From a technical perspective as well, ICANN is ideally suited to ensure the continued smooth operation of the IANA functions. By a transition agreement entered in late 1998, ICANN secured from the University of Southern California (which had performed the IANA functions for over twenty years) the resources, methods, and intellectual property necessary to perform this interdependent set of vital functions. In the four years since then, the requirements for the IANA functions have expanded and evolved with the Internet, and ICANN has continually refined and improved the methods employed to operate the IANA functions to ensure that it continues to provide the platform for stable Internet operation through useful, efficient, and convenient coordination services.

One very important way in which the Internet has evolved over the last several years is the constantly increasing diversity of stakeholders that have important interests in the coordination process. The Internet is no longer an academic and research network focused in a single country; it is now a ubiquitous global communications medium for commerce, research, education, and cultural and other expressive activities. This evolution has resulted in governments, commercial interests, and others joining the technical community as essential stakeholders to be served by the IANA functions. As a result, there has been a steadily increasing diversity of interests and needs to be accommodated in performing the IANA's coordination role.

ICANN's institutional design is uniquely suited to address the evolving requirements of the IANA functions. ICANN has established relationships with the entities responsible for the Internet's technical operations (gTLD registry operators, sponsors, and registrars; ccTLD managers; Regional Internet (IP Address) Registries; the IETF and other Internet standards-development organizations; root-nameserver operators; and Internet service providers) as well as governments, commercial interests, non-commercial organizations, and others that have come to depend on the Internet. ICANN's alliances with these entities allow it to call on their cooperative assistance in addressing increasingly complex coordination issues (such as the challenges presented by conflicting views over ccTLD delegations), thereby leveraging ICANN's resources to address the continually evolving coordination tasks the IANA must perform.

The broad-based support within the Internet community also gives ICANN a sound financial basis for performing the IANA functions in the long term. ICANN has secured long-term commitments of funding from registries and registrars adequate to support its Internet-coordination activities, including the performance of the IANA functions. As ICANN and the Internet evolve together, an increasing number of registries and registrars have joined in these commitments. These commitments have allowed ICANN to provide the IANA functions without charging any fees for services in the past, and the long-term funding base is expected to allow ICANN to continue to provide the IANA functions without charging fees for services throughout the term of contract contemplated by the RFQ.

B. Description of ICANN, its Experience, and its Capabilities.

1. **Role of ICANN in Internet Coordination.** ICANN was formed in 1998 by Internet stakeholders in response to the US Government=s announcement, in its Statement of Policy on Management of Internet Names and Addresses, 63 Fed. Reg. 31741 (10 June 1998) (usually known as the AWhite Paper@) of its intention to privatize Internet-coordination activities historically performed by the US Government and its contractors, including the IANA functions that are the subject of the RFQ. ICANN is a California non-profit public-benefit corporation that works to develop and implement Internet-coordination policies though consensus-based processes.

In 2002, ICANN underwent an intensive community-based effort to evaluate its structures and processes and refine them to best meet the Internet community's evolving needs and expectations. As a result of this effort, ICANN developed the following clarified mission statement that was broadly endorsed by the Internet stakeholders that participate in ICANN:

MISSION

The mission of The Internet Corporation for Assigned Names and Numbers ("ICANN") is to coordinate, at the overall level, the global Internet's systems of unique identifiers, and in particular to ensure the stable and secure operation of the Internet's unique identifier systems. In particular, ICANN:

1. Coordinates the allocation and assignment of the three sets of unique identifiers for the Internet, which are

    a. Domain names (forming a system referred to as "DNS");

    b. Internet protocol ("IP") addresses and autonomous system ("AS") numbers; and

    c. Protocol port and parameter numbers.

2. Coordinates the operation and evolution of the DNS root name server system.

3. Coordinates policy development reasonably and appropriately related to these technical functions.

The IANA functions that are the subject of the RFQ encompass the execution of parts 1 and 2 of this mission statement:

RFQ Statement of Work	ICANN Mission
C.2.1.1.1 Coordinate the assignment of technical protocol parameters.	1c. Coordinates . . . Protocol port and parameter numbers.
C.2.1.1.2 Perform administrative functions associated with root management.	1a. Coordinates . . . Domain names (forming a system referred to as "DNS"). 2. Coordinates the operation and evolution of the DNS root name server system.
C.2.1.1.3 Allocate Internet Numbering Resources.	1b. Coordinates . . . Internet protocol ("IP") addresses and autonomous system ("AS") numbers.
C.2.1.1.4 Other services [upon mutual agreement of the parties].	The mission of [ICANN] is to coordinate, at the overall level, the global Internet's systems of unique identifiers, and in particular to ensure the stable and secure operation of the Internet's unique identifier systems.

Thus, ICANN's mission is targeted to perform Internet-coordination activities, including those encompassed in the RFQ's statement of work.

In addition to developing a sharpened statement of ICANN's mission, the 2002 evaluation and reform process focused on enhancing ICANN's structures and processes for stakeholder participation and input. Under these enhancements, ICANN is to be composed of three community-based supporting organizations and several advisory committees. These supporting organizationsBknown as the Address Supporting Organization (ASO), the Country-Code Names Supporting Organization (ccNSO), and the Generic Names Supporting Organization (GNSO)Bare responsible for developing recommendations in their respective areas of expertise:

!   The ASO has four members: the four Regional Internet Registries (APNIC, ARIN, LACNIC, and RIPE NCC) that have been delegated responsibility by the IANA for routine allocation and assignment within their respective regions. These four organizations select members of the ASO=s Address Council, which is responsible for developing consensus-based recommended policies concerning the operation, assignment and management of Internet Numbering Resources (IP addresses and autonomous system numbers).

!   The GNSO consists of a Council selected by six constituencies representing entities involved in using and operating the domain-name system. The GNSO is responsible for developing consensus-based recommendations on policy issues relating to the generic top-level domains.

!   The ccNSO, which is still in the formation process, will be responsible for policy-related activities relevant to country-code top-level domains, specifically (1) developing policy recommendations to the ICANN Board; and (2) nurturing consensus across the ccNSO's constituencies, including the name-related activities of ccTLDs. The structure and processes of the ccNSO are currently the subject of extensive consultation and development throughout the ccTLD managers and other affected stakeholders, led by a ccNSO Assistance Group, which has published for comment ten reports and related documents.

ICANN=s supporting organizations provide mechanisms for close cooperation with, and input by, the broad range of entities concerned with the maintenance and improvement of the Internet=s technical coordination. The input and assistance these supporting organizations provide not only effective community-based mechanisms for development of coordination policies, but also a collaborative environment that assists in the execution of those policies (i.e. the performance of the IANA functions).

ICANN also includes several active advisory committees, which contribute significantly to ICANN's ability to effectively perform the IANA functions in a manner that is responsive to the Internet's evolving needs. These committees are:

•   Governmental Advisory Committee. The GAC is open to participation by all national governments and certain multinational organizations (including the European Union, the World Intellectual Property Organization, the Organization for Economic Cooperation and Development, and the International Telecommunications Union). Governments of over forty countries with significant use of the Internet participate regularly in the GAC, and the GAC has had interactions with 179 national governments and public authorities.

     ICANN has benefited greatly from its association with governments through the GAC, and those benefits are particularly relevant to ICANN's unique ability to perform the IANA functions. For example, one of the GAC's major accomplishments has been its issuance, in February 2000, of Principles for the Delegation and Administration of ccTLDs. These principles, which state best practices for ccTLD managers, ICANN, and governments in connection with ccTLD delegation and administration, have given important guidance to those parties. On many occasions, members of the Governmental Advisory Committee have served as important resources in assisting ICANN in making contact with governments concerning ccTLD matters, as well as in counseling governments and ccTLD managers on ccTLD-related practices that will promote stable and secure Internet coordination.

•   Root-Server System Advisory Committee. This committee consists of the operators of the thirteen root nameservers as well as other personnel involved in Internet-infrastructure management. The RSSAC has a liaison from the Internet Architecture Board. The RSSAC considers and provides advice on the operational requirements of root nameservers, including security and performance matters concerning the root-nameserver system. The RSSAC's advice is particularly useful to ICANN in providing guidance regarding how particular root-zone-management practices affect performance of the root-nameserver system. For example, the RSSAC is currently engaged in formulating advice concerning inclusion of IPv6 glue in the root zone.

•   Security and Stability Advisory Committee. This committee consists of technical experts drawn from gTLD and ccTLD registries, gTLD registrars, RIRs, and the IETF community. It is responsible for advising on matters relating to the security and integrity of the Internet's naming and address allocation systems. Its projects also contribute to ICANN's ability to soundly perform the IANA functions. For example, it is currently conducting a review, with participation of ccTLD managers and IANA personnel, of the IANA's procedures for review of nameserver change requests.

- At-Large Advisory Committee. This committee is responsible for providing advice on the activities of ICANN, insofar as they relate to the interests of individual Internet users. It is an important vehicle for the informed participation by users in ICANN.

ICANN also benefits from the support of a Technical Liaison Group (TLG), which consists of the principal standards-development organizations involved in developing Internet protocols: the Internet Engineering Task Force (IETF), the World Wide Web Consortium (W3C), the European Telecommunications Standards Institute (ETSI), and the International Telecommunication Union=s Telecommunication Standardization Sector (ITU-T). These organizations have agreed to be available to provide technical advice on specific matters pertinent to ICANN's activities.

ICANN also recently introduced more structured procedures for taking advantage of existing expertise that resides in the public or private sector but outside of ICANN. These procedures are not yet tested, but it is expected that they will expand ICANN's access to specialized expertise, which is likely also to assist in performance of the IANA functions.

     2. Facilities. ICANN operates from facilities subleased from, and in the same building as, USC-ISI. Thus, ICANN benefits from proximity to the technical resources of USC-ISI, including its many employees with institutional memory of many years of the IANA=s operations.

ICANN operates primarily with its own information processing system although, by contractual arrangement with USC-ISI, it also has access to that organization=s computer center. Under its agreements with USC-ISI, ICANN has acquired the intellectual property used by USC-ISI in performing the IANA functions.

ICANN's proximity to USC-ISI is particularly beneficial because of USC-ISI's performance of the RFC Editor function. The protocol-parameter aspects of the IANA functions require close cooperation with the RFC Editor. ICANN's proximity to USC-ISI's operations promotes close relationships with the USC-ISI personnel that perform the RFC Editor function, thereby improving the coordination between the IANA and RFC Editor.

     3. Financial Capabilities. As a non-profit organization, ICANN operates on a cost-recovery basis. Over the last four years, the Internet community has developed a framework for financial support of ICANN from diverse sources including gTLD registry operators and registrars; ccTLD managers; and IP address registries. Each year, a consultative budget process occurs in which the representatives funding sources, with opportunity for input from organizational and individual Internet users and the public generally, assess priorities for ICANN's operations and necessary funding levels.

For its 2002-2003 fiscal year, ICANN expects to receive over $6,500,000 in revenue, of which over $4,500,000 is generated from long-term contractual support commitments by gTLD and ccTLD registries and registrars. These funding levels are fully adequate to support the continued performance of the IANA functions without cost to the US Government and without establishment of service fees for the coordination activities involved in the IANA functions.

C. General Approach to Work.

ICANN proposes to perform the services under the contract by continuing to build on the techniques for technical coordination of the Internet pioneered by Dr. Jon Postel, as adapted to meet the Internet's evolving needs since ICANN assumed responsibility for the IANA functions in 1999-2000. Dr. Postel's consistently evenhanded treatment of requests for assignments, rigorous application of technical knowledge, meticulous attention to detail, familiarity with the full historical background of the Internet=s development, and efforts to consult broadly in the Internet technical community promoted a tradition of wise and fair handling of the IANA functions that achieved a great measure of stability for the Internet. Although continuous improvement of methods is required to meet the Internet's evolving and expanding coordination needs, ICANN believes that the values pioneered by Dr. Postel form an essential foundation for the successful continuation of the IANA functions.

To realize these values going forward, ICANN has built upon the expertise it received from Dr. Postel=s key co-workers and the intellectual property and other tools he used in performing the IANA functions, and has followed his example in establishing relationships with the key other Internet-coordination entities. In particular, ICANN believes its relationships with the IETF, W3C, ETSI, ITU-T, APNIC, ARIN, LACNIC, RIPE NCC, as well as its continuing relationship with USC-ISI, give it knowledge resources that are very important to continued successful performance of the IANA functions.

Historically, an essential requirement for the successful performance of the IANA functions has been constant consultation with the Internet's stakeholders. In Dr. Postel's era, this consultation was performed mostly in informal ways, but the expanding size and diversity of the Internet has required the addition of more formal consultation structures. The supporting organizations, advisory committees, and other consultative structures established by ICANN pursuant to the MoU provide

avenues for consultation that are used extensively in guiding appropriate performance of the IANA functions.

D. Organization, Staffing, and Management.

Currently, the following ICANN staff is devoted to performing the IANA functions:

Person	Role	% of FTE
Michelle S. Cotton	Supervisor of IANA Operations: Supervision of IANA functions; IETF liaison	100
John Crain	Senior Technical Officer: Technical advice on root management and root-nameserver coordination; liaison to root-nameserver operators and Regional Internet Registries	30
Lauren Graham	Administrative Assistant: Support of ccTLD liaison function	20
Anne-Rachel Inne	ccTLD Liaison (Acting): Liaison to ccTLD managers	25
Andrew McLaughlin	Senior Advisor: Assistance in assessment of ccTLD relations	5
Jennifer Rodriguez	IANA Administrative Assistant: Assistance with protocol-parameter registry maintenance	60
Theresa Swinehart	Director of ccNSO Support & International Relations: Liaison to ccTLD managers and governments; development of ccTLD relations; analysis of ccTLD redelegation matters	75
Louis Touton	Vice President and General Counsel; Director of Technical Functions and IANA (Acting): Overall supervision of IANA operations and performance of contract; US Government liaison; legal; liaison with gTLD managers	25

The above does not include the efforts of ICANN personnel involved in management (including personnel and accounting functions), general technical functions support, and other general overhead.

ICANN is currently in the process of expanding its staff to meet the goals of the evaluation and reform process that it underwent in 2002. That process will result in an addition of approximately 2 full-time-equivalent employees to the resources shown above that are devoted to the IANA functions.

E. Work Plan for Specific Tasks.

1. Coordination of the Assignment of Technical Protocol Parameters.

One core part of the IANA functions has traditionally been, and continues to be, the assignment of technical parameter values (for example, operation codes, port numbers, object identifiers, protocol numbers, and enterprise numbers) to various entities or applications that must be uniquely identified for stable operation of the Internet. The ICANN team has extensive experience in performing this function.

One essential feature of ICANN=s approach to performing this aspect of the IANA functions is keeping close and constructive working ties with the Internet standards-development organizations that formulate the standards under which protocol parameters are assigned. To date, most Internet standards have been developed by the Internet Engineering Task Force (IETF) and, to a lesser extent, the World Wide Web Consortium (W3C). In part, ICANN=s ability to maintain close contacts with the appropriate standards-development organizations is reflected in their agreement to serve on ICANN's Technical Liaison Group. In addition to the IETF and W3C, the members of the PSO are the European Telecommunications Standards Institute (ETSI) and the International Telecommunications Union, Telecommunications Standards Sector (ITU-T).

Nearly all the standards for which the IANA currently makes protocol-parameter assignments have been established by the IETF. Assignments under these standards should be made in a manner that is suitable to the IETF. To achieve that goal ICANN and IETF entered a Memorandum of Understanding Concerning the Technical Work of the IANA on 10 March 2000. Under that MoU, IANA assignments of protocol parameters (i.e. assignments not relating to domain names and Numbering Resources) for the IETF-created standards are made as directed by the criteria and procedures specified in Requests for Comments (RFCs), including Proposed, Draft and full Internet Standards and Best Current Practice documents, and any other RFC that calls for IANA assignments. In several cases, the relevant RFCs give unclear or incomplete guidance; ICANN and IETF have been engaged in a joint project over the past three years to develop and document clarified or additional criteria for these situations. In the meantime, protocol-parameter assignments continue to be assigned by the IANA following past and current practice for such assignments, unless otherwise directed by the Internet Engineering Steering Group (IESG).

One important aspect of ICANN's approach to performing the IANA functions is to be closely involved with the IETF=s formulation and publication of standards (including thorough Alast call@ review of standards documents), so that the assignment criteria are appropriately specified by the standard and so that the assignment process can be conducted in a way that makes the standard most effective in achieving its goals. Another important aspect of ICANN's approach is the use of expert advisers from the IETF to provide the IANA guidance when assignment questions not addressed by the expressed language of the standard arise.

A major effort that ICANN has pursued in the protocol-parameter area (in consultation with the IETF) involves clarifying and simplifying the assignment process for those seeking assignments. This has involved improved dissemination of information concerning requirements for assignments (in many cases this requires that the requirements be clarified in consultation with the IETF) and introduction of on-line forms and other tools to guide applicants through the process. Although additional improvements in this respect are ongoing, the process for many types of assignments has already been made significantly more convenient.

In addition to assigning parameter values, the IANA functions also include the important task of making those parameter values publicly available. This is currently done primarily through the well-known iana.org web site by giving web- and ftp-based access to the relevant parameter tables. ICANN holds the registration for the iana.com, iana.net, and iana.org domain names and operates the server at the IANA website. In addition, ICANN has been investigating (in consultation with the IETF community) additional means of disseminating lists of assigned parameter values, including mechanisms that facilitate periodic automated updates.

2. **Administrative Functions Associated with Root Management.**

A second important aspect of the IANA functions involves administrative functions associated with management of the authoritative domain-name system (DNS) root. Under the leadership of Dr. Postel, the IANA coordinated the deployment of the DNS (including the root nameserver system) in the mid-1980s. As part of this effort, the IANA undertook the project of delegating approximately 240 country-code top-level domains (ccTLDs) as well as the initial set of seven generic top-level domains (gTLDs). Beginning in 2001, the IANA implemented the introduction of seven new gTLDs approved through the ICANN process. The resulting fourteen gTLDs, 243 ccTLDs, and the special infrastructure TLD (.arpa) make up the root zone of the DNS that is disseminated to thirteen root nameservers deployed throughout the world.

Continuing maintenance of this root zone involves a variety of administrative functions that are key to maintaining the stable operation of the DNS. These tasks can require attention at any time, so that ICANN provides 24-hour/7-day "on call" coverage for these tasks.

These tasks involve, first, maintenance of accurate records not only of the root-zone file information (i.e. correspondence of TLDs to host computers providing authoritative nameservice for those domains) but also of detailed contact information so that persons needing information about TLDs know who to contact so that problems with a particular TLD can be quickly resolved. The contact information includes information about the technical and administrative contacts (organization, postal and e-mail address, and telephone and fax number) as well as about the sponsoring organization for the TLD.

In nearly every case, responsibility for the daily operation of TLDs is delegated to third-party delegees (in the case of gTLDs, these are registry operators and sponsors; in the case of ccTLDs they are ccTLD managers). Most changes to the root-zone information and to the related contact information about a TLD are initiated by requests from these delegees, although in some cases the need for changes is noticed by the IANA (or called to its attention by others), prompting the IANA to suggest to the delegee the need to submit a request for change. The IANA/ICANN team has developed various procedures for handling different categories of change requests according to the applicable technical and other requirements, so that changes

are made in a properly authenticated and timely manner, while ensuring the continued security and stability of the root zone and DNS generally, as well as adherence to other applicable policies.

ICANN currently maintains and disseminates the authoritative contact information concerning TLDs, but VeriSign Registry currently serves in the role as root-zone editor. Changes to the root zone currently require approval of the Department of Commerce, as do some categories of changes to the contact information (i.e. those changes constituting redelegations, see below). The IANA/ICANN team has a demonstrated record of successfully coordinating these processes with VeriSign Registry and with the Department of Commerce. ICANN proposes to continue processing routine requests for technical changes in the root-zone file and root-zone contact information in the same manner as is currently done, subject to any changes in procedures agreed with the Department of Commerce.

A second aspect of the administrative tasks associated with root management is receiving requests for redelegation of existing TLDs and, where new TLDs are created, for initial delegation. After receiving the request, ICANN investigates the circumstances of the request, evaluates its conformity with the applicable policies, reports the actions undertaken in connection with processing the requests to the Department of Commerce, and makes recommendations for action on the request according to applicable policies. The policies are summarized in the May 1999 "Internet Domain Name System Structure and Delegation (ccTLD Administration and Delegation)" (ICP-1), and additional guidance is provided by the February 2000 GAC Principles as well as by the over 20 formal "IANA Reports" that have been published on TLD delegation and redelegation matters.

Particularly in the case of ccTLD redelegation matters, disputes often arise as to the suitability of various alternative delegees. A key stability-enhancing technique recognized in the policies is the mediation of delegation disputes. Although mediating resolutions of disputes, as well as thoroughly investigating the circumstances of particular delegation and redelegation requests, involves mostly work from ICANN's offices, meetings with the affected parties are often essential to achieving a suitable resolution. ICANN personnel frequently travel to Internet-related events around the world (including periodic ICANN meetings), and they frequently take advantage of the opportunities these meetings offer for bringing together parties concerned with ccTLD disputes. In addition, on a few occasions ICANN personnel have traveled to affected countries to investigate and help resolve the circumstances of particular redelegation matters. As noted above, ICANN also has available the assistance of participants in its processes (particularly governments participating in the GAC) that are often very helpful in promoting constructive dialog among contending parties. Through these techniques, ICANN has been successful in achieving consensual resolution of ccTLD disputes in a very high proportion of disputed cases.

At the present stage in the US Government=s transition to private-sector-led technical management of the Internet, the Department of Commerce acts on delegation and redelegation requests by giving approval as appropriate to changes in root-zone files and associated information. Nothing in the current contract contemplates any change in the IANA=s role with respect to authorizing modifications, additions, or deletions to the root-zone file or associated information that constitute delegation or redelegation of top-level domains. See item C.4.2 of the RFQ.

Actions by the Department of Commerce on delegation and redelegation requests are made after reviewing reports submitted by the IANA, which makes reliable reports that provide reasoned recommendations especially vital. The ICANN team is uniquely situated to perform the investigation and reporting function based on its unequalled familiarity with ccTLD delegees worldwide, familiarity with precedents in prior delegation and redelegation situations, and reputation for making recommendations impartially and in a manner that promotes the benefits of the Internet worldwide.

A third aspect of the administrative tasks associated with root management is coordination with the operators of the thirteen root nameservers deployed throughout the world. ICANN is closely involved with the operation of the root nameservers, and this relationship will permit it to facilitate a stable transition from the current system of volunteer (but nonetheless highly professional) operation to a more accountable and formally documented system. ICANN itself operates one of the root nameservers (AL@), one of ICANN=s directors (Jun Murai) is involved in the operation of another (AM@), and ICANN works closely with USC-ISI=s staff, which operates another (AB@). In addition, ICANN=s Root Server System Advisory Committee has as its members the operators of all thirteen root nameservers. ICANN proposes to work collaboratively through the Committee to develop a set of contracts between ICANN and each operator that will permit stable evolution and enhancement of the procedures under which the root nameserver system is operated.

3. Allocation of Numbering Resources.

The remaining principal aspect of the IANA functions involves overall supervision of the assignment of Numbering Resources, including IPv4 and IPv6 addresses and autonomous system numbers.

Since the early 1990s, assignment of IP addresses has been performed by an AInternet Registry System@ recommended by the Internet Architecture Board to the Federal Networking Council in RFC 1174 (V. Cerf, Dec. 1990). This RFC sets forth the official AIAB Recommended Policy on Distributing Internet Identifier Assignment.@ As stated in section 1.2 of that RFC:

> AThroughout its entire history, the Internet system has employed a central Internet Assigned Numbers Authority (IANA) for the allocation and assignment of various numeric identifiers needed for the operation of the Internet. . . . The IANA has the discretionary authority to delegate portions of this responsibility and, with respect to numeric network and autonomous system identifiers, has lodged this responsibility with an Internet Registry (IR). This function [was then] performed by SRI International at its Network Information Center (DDN-NIC).

> AWith the rapid escalation of the number of networks in the Internet and its concurrent internationalization, it is timely to consider further delegation of assignment and registration authority on an international basis. . . .@

Section 1.3 of RFC 1174 then recommended the delegation of the IR function under the IANA to Regional Internet Registries (RIRs).

Six years later, this Internet Registry System was described as follows in BCP 12-RFC 2050 (K. Hubbard, M. Kosters, D. Conrad, D. Karrenberg & J. Postel, November 1996):

> AIn order to achieve the above goals the Internet Registry (IR) hierarchy was established.

> AThe Internet Registry hierarchy consists of the following levels of hierarchy as seen from the top down: IANA, Regional IRs, Local IRs.

> AIANA

>> AThe Internet Assigned Numbers Authority has authority over all number spaces used in the Internet. This includes Internet Address Space. IANA allocates parts of the Internet address space to regional IRs according to its established needs.

> ARegional IRs

>> ARegional IRs operate in large geopolitical regions such as continents. Currently there are three regional IRs established; InterNIC [later ARIN] serving North America, RIPE NCC serving Europe, and AP-NIC serving the Asian Pacific region. Since this does not cover all areas, regional IRs also serve areas around its core service areas. It is expected that the number of regional IRs will remain relatively small. Service areas will be of continental dimensions.

>> ARegional IRs are established under the authority of the IANA. This requires consensus within the Internet community of the region. A consensus of Internet Service Providers in that region may be necessary to fulfill that role.

>> AThe specific duties of the regional IRs include coordination and representation of all local IRs in its respective regions.

> ALocal IRs

>> ALocal IRs are established under the authority of the regional IR and IANA. These local registries have the same role and responsibility as the regional registries within its designated geographical areas. These areas are usually of national dimensions.@

(For background on the evolution of Internet address policy, see obsoleted RFCs 1366 and 1466.)

In addition to this strategy of delegating routine assignments of IP addresses through Regional Internet Registries (RIRs), the IANA accommodates various other needs for IP addresses through direct assignments. As noted in the statement of work in the RFQ, at present these other needs include multicast addressing, addresses for private networks as described in RFC 1918, and globally specified applications. In September 2002, the IANA authored RFC 3330, which documents the "Special-Use IPv4 Addresses." While these examples of direct allocation apply to the traditional IPv4 address space, the policies applicable to the IPv6 address space similarly envision routine allocations through RIRs and exceptional assignments directly

by the IANA:

> AThe IANA will assign small blocks (e.g., few hundred) of TLA ID=s to registries. The registries will assign the TLA ID=s to organizations meeting the requirements for TLA ID assignment. When the registries have assigned all of their TLA ID=s they can request that the IANA give them another block. The blocks do not have to be contiguous. The IANA may also assign TLA ID=s to organizations directly. This includes the temporary TLA assignment for testing and experimental usage for activities such as the 6bone or new approaches like exchanges.@ (RFC 2450, section 5.0)

Similar special assignments are (rarely) made of autonomous system numbers. In general (excluding multicast addresses), ICANN consults with the Regional Internet Registries to make new assignments of special Numbering Resources in a manner that meets IETF-defined needs. According to present practices, direct assignment by the IANA is intended to be exceptional in scope and in coordination with the RIRs, directed to particular IP address-space uses that serve needs of the overall Internet, and which could not acceptably be hindered by the regional allocation policies of the RIRs.

As uses of IP addresses on the Internet are introduced and evolve, there is a need to periodically evaluate the application of the assignment system to particular uses. To the extent that new uses can be appropriately handled under the institutional framework of the RIRs, the presumption is that allocations through the RIRs will be used to make the assignments. In the exceptional case of an innovative or other globally specified use that cannot be accommodated through the RIRs' assignment processes, ICANN intends to work with the RIRs to develop a suitable allocation mechanism to meet the need, based on policies formulated through the Address Supporting Organization.

4. Other Services

The RFQ also includes within the scope of services: "perform other IANA functions and implement modifications in performance of the IANA functions as needed upon mutual agreement of the parties." These functions include the administration of the .arpa top-level domain as reflected in the 28 April 2000 letter from Karen Rose (then Department of Commerce Purchase Order Technical Representative) to Louis Touton (ICANN Vice-President, Secretary, and General Counsel). ICANN will continue performing these administration services and will consult with the Department of Commerce on other additional IANA functions that arise during the course of performance. It should be noted that the six-month performance progress reports offer one means of commencing discussion of whether other functions should be performed.

5. Performance Reporting.

ICANN notes the reporting requirements of item C.3 of the RFQ and will comply with those requirements. With regard to the initial specification of metrics and elements required by item C.3.1, ICANN will develop an effective specification in consultation with affected ICANN stakeholders, including TLD managers and the Governmental Advisory Committee.

6. Refinements During Course of Contract.

In various aspects of its operation (concerning principally address and domain-name-system matters), the IANA is responsible for implementation of policies developed through the ICANN process. As previously noted, ICANN and the Department of Commerce are parties to a Memorandum of Understanding under which they are engaged in a joint project to design, develop, and test the mechanisms, methods, and procedures that should be in place and the steps necessary to transition management responsibility for DNS functions now performed by, or on behalf of, the US Government to a private-sector not-for-profit entity.

ICANN contemplates that, during the period of this contract, policies may be adopted through the ICANN process that affect the manner in which the IANA functions are performed. These situations will be addressed under item C.4.2 of the RFQ.

F. No Cost to Government; No Fees for Services

ICANN proposes to perform under the contract at no cost to the Government. In addition, as noted above a growing number of Internet stakeholders have contractually committed to provide ICANN the funding necessary to allow ICANN to achieve its mission, including performance of the IANA functions. Accordingly, fees to third parties for the assignment and related coordination services included in the RFQ will not be necessary.

EXHIBIT E

Site Map || Forum   Quick Link Announcements

ICP-1: Internet Domain Name System Structure and Delegation (ccTLD Administration and Delegation)

IMPORTANT NOTICE. The following Internet Coordination Policy is being posted for the information of the Internet community. It contains a statement of the current policies being followed by the Internet Assigned Numbers Authority (IANA) in administering delegations of Top Level Domain Names of the Internet Domain Names System (DNS). At a future date, the ICANN Board may consider changes to these policies and will, at such time, notice proposed changes for public comment in accordance with the ICANN Bylaws.

Comments on this document are welcome and should be directed to comments@icann.org.

INTERNET CORPORATION FOR ASSIGNED NAMES AND NUMBERS
INTERNET ASSIGNED NUMBERS AUTHORITY
Internet Domain Name System Structure and Delegation (ccTLD Administration and Delegation)
(May 1999)

Abstract

This document is a summary of current practices of the Internet Assigned Numbers Authority (IANA) in administering RFC 1591, which includes the guidance contained in ccTLD News Memo #1 dated October 23, 1997. It DOES NOT reflect any changes in policy affecting the administration of DNS delegations. It is intended to serve as the basis for possible future discussions of policy in this area. Changes in ICANN/IANA policy will be made following public notice and comment in accordance with the ICANN Bylaws.

Introduction

The IANA is the overall authority for day-to-day administration of the Internet Domain Name System (DNS). IANA staff carry out administrative responsibilities for the assignment of IP Addresses, Autonomous System Numbers, Top Level Domains (TLDs), and other unique parameters of the DNS and its protocols. This document provides general information on IANA policy for administering the DNS. Instructions on procedures to be followed in requesting TLD delegations or changes are available on the website at iana.org.

Top Level Structure of the DNS

The DNS structure contains a hierarchy of names. The root, or highest level, of the system is unnamed. Top Level Domains (TLDs) are divided into classes based on rules that have evolved over time. Most TLDs have been delegated to individual country managers, whose codes are assigned from a table known as ISO-3166-1, which is maintained by an agency of the United Nations. These are called country-code Top Level Domains, or ccTLDs. In addition, there are a limited number of "generic" Top Level Domains (gTLDs), which do not have a geographic or country designation. Responsibility for adoption of procedures and policies for the assignment of Second Level Domain Names (SLDs), and lower level hierarchies of names, has been delegated to TLD managers, subject to the policy guidance contained in this document. Country code domains are each organized by a manager for that country. These managers are performing a public service on behalf of the Internet community. A list of current TLD assignments and names of the delegated managers can be accessed at http://www.iana.org/cctld/cctld.htm.

The Management of Delegated Domains

As part of its responsibility for the overall coordination and management of the DNS, the IANA receives and processes all requests for new TLDs and for changes to existing TLDs. The following policies are applicable to management of TLDs. In general, the principles described here apply recursively to all delegations of the Internet

DNS name space.

(a) Delegation of a New Top Level Domain. Delegation of a new top level domain requires the completion of a number of procedures, including the identification of a TLD manager with the requisite skills and authority to operate the TLD appropriately. The desires of the government of a country with regard to delegation of a ccTLD are taken very seriously. The IANA will make them a major consideration in any TLD delegation/transfer discussions. Significantly interested parties in the domain should agree that the proposed TLD manager is the appropriate party. The key requirement is that for each domain there be a designated manager for supervising that domain's name space. In the case of ccTLDs, this means that there is a manager that supervises the domain names and operates the domain name system in that country. There must be Internet Protocol (IP) connectivity to the nameservers and electronic mail connectivity to the entire management, staff, and contacts of the manager. There must be an administrative contact and a technical contact for each domain. The administrative contact must reside in the country involved for ccTLDs. The IANA may choose to make partial delegations of a TLD when circumstances, such as those in a developing country, so dictate. It may also authorize a "proxy" DNS service outside of a developing country as a temporary form of assistance to the creation of Internet connectivity in new areas. [N.B. The IANA continues to receive inquiries about delegation of new gTLDs. This is a significant policy issue on which ICANN will conduct a careful study and review based on the established decision making procedures. Information about this study will be disseminated on the website at icann.org.]

(b) TLD Manager Responsibility. TLD managers are trustees for the delegated domain, and have a duty to serve the community. The designated manager is the trustee of the TLD for both the nation, in the case of ccTLDs, and the global Internet community. Concerns about "rights" and "ownership" of domains are inappropriate. It is appropriate, however, to be concerned about "responsibilities" and "service" to the community.

(c) Fair Treatment. The designated manager must be equitable and fair to all groups in the domain that request domain names. Specifically, the same rules must be applied to all requests and they must be processed in a non-discriminatory fashion. The policies and procedures for the use of each TLD must be available for public inspection. Generally these are posted on web pages or made available for file transfer. While variations in policies and procedures from country to country are expected due to local customs and cultural values, they must be documented and available to interested parties. Requests from for-profit and non-profit companies and organizations are to be treated on an equal basis. No bias shall be shown regarding requests that may come from customers of some other business related to the TLD manager. For example, no preferential service for customers of a particular data network provider. There can be no stipulation that a particular application, protocol, or product be used.

(d) Operational Capability. The TLD manager must do a satisfactory job of operating the DNS service for the domain. Duties such as the assignment of domain names, delegation of subdomains and operation of nameservers must be done with technical competence. This includes keeping the IANA or other higher-level domain manager advised of the status of the domain, responding to requests in a timely manner, and operating the database with accuracy, robustness, and resilience. Because of its responsibilities for the DNS, the IANA must be granted access to all TLD zones on a continuing basis. There must be a primary and a secondary nameserver that have IP connectivity to the Internet and can be easily checked via access to zones for operational status and database accuracy by the IANA.

(e) Transfers and Disputes over Delegations. For transfer of TLD management from one organization to another, the higher-level domain manager (the IANA in the case of TLDs), must receive communications from both the old organization and the new organization that assure the IANA that the transfer is mutually agreed, and that the proposed new manager understands its responsibilities. It is also very helpful for the IANA to receive communications from other parties that may be concerned or affected by the transfer. In the event of a conflict over designation of a TLD manager, the IANA tries to have conflicting parties reach agreement among themselves and generally takes no action unless all contending parties agree. On a few occasions, the parties involved in proposed delegations or transfers have not been able to reach an agreement and the IANA has been required to resolve the matter. This is usually a long drawn out process, leaving at least one party unhappy, so it is far better when the parties can reach an agreement among themselves. It is appropriate for interested parties to have a voice in the selection of the designated manager.

(f) Revocation of TLD Delegation. In cases where there is misconduct, or violation of the policies set forth in this document and RFC 1591, or persistent, recurring problems with the proper operation of a domain, the IANA reserves the right to revoke and to redelegate a Top Level Domain to another manager.

(g) Subdelegations of Top Level Domains. There are no requirements for management of subdomains of TLDs, including subdelegations, beyond the requirements for TLDs stated in this document and RFC 1591. In particular, all subdomains shall be allowed to operate their own domain nameservers, providing in them whatever information the subdomain manager sees fit, as long as it is true and correct.

(h) Rights to Domain Names. The IANA has no special requirement for policies to be followed by TLD managers in connection with disputes over rights to domain names other than those stated generally in this document and RFC 1591. Please note, however, that use of a particular domain name may be subject to applicable laws, including those concerning trademarks and other types of intellectual property.

(i) Uses of ISO 3166-1 Table. The IANA is not in the business of deciding what is and what is not a country. The selection of the ISO-3166-1 list as a basis for country code top-level domain names was made with the knowledge that ISO has a procedure for determining which entities should be and should not be on that list. For more information about the ISO 3166 Maintenance Agency, please see the following webpage: http://www.iso.org/iso/en/prods-services/iso3166ma/index.html.

(j) Maintenance Procedure for Root Zone File. The primary root zone file is currently located on the A root server, which is operated by Network Solutions, Inc.(NSI), under a cooperative agreement with the U.S. Government. Changes to the root zone file are made by NSI according to procedures established under Amendment 11 of that cooperative agreement.

EXHIBIT F

Domain Name System Structure and Delegation

Status of this Memo

1. Introduction

This memo provides some information on the structure of the names in
the Domain Name System (DNS), specifically the top-level domain
names; and on the administration of domains. The Internet Assigned
Numbers Authority (IANA) is the overall authority for the IP
Addresses, the Domain Names, and many other parameters, used in the
Internet. The day-to-day responsibility for the assignment of IP
Addresses, Autonomous System Numbers, and most top and second level
Domain Names are handled by the Internet Registry (IR) and regional
registries.

2. The Top Level Structure of the Domain Names

In the Domain Name System (DNS) naming of computers there is a
hierarchy of names. The root of system is unnamed. There are a set
of what are called "top-level domain names" (TLDs). These are the
generic TLDs (EDU, COM, NET, ORG, GOV, MIL, and INT), and the two
letter country codes from ISO-3166. It is extremely unlikely that
any other TLDs will be created.

Under each TLD may be created a hierarchy of names. Generally, under
the generic TLDs the structure is very flat. That is, many
organizations are registered directly under the TLD, and any further
structure is up to the individual organizations.

In the country TLDs, there is a wide variation in the structure, in
some countries the structure is very flat, in others there is
substantial structural organization. In some country domains the
second levels are generic categories (such as, AC, CO, GO, and RE),
in others they are based on political geography, and in still others,
organization names are listed directly under the country code. The
organization for the US country domain is described in RFC 1480 [1].

Postel   [Page 1]

Each of the generic TLDs was created for a general category of
organizations. The country code domains (for example, FR, NL, KR,
US) are each organized by an administrator for that country. These
administrators may further delegate the management of portions of the
naming tree. These administrators are performing a public service on
behalf of the Internet community. Descriptions of the generic
domains and the US country domain follow.

Of these generic domains, five are international in nature, and two
are restricted to use by entities in the United States.

World Wide Generic Domains:

COM - This domain is intended for commercial entities, that is
      companies. This domain has grown very large and there is
      concern about the administrative load and system performance if
      the current growth pattern is continued. Consideration is
      being taken to subdivide the COM domain and only allow future
      commercial registrations in the subdomains.

EDU - This domain was originally intended for all educational
      institutions. Many Universities, colleges, schools,
      educational service organizations, and educational consortia
      have registered here. More recently a decision has been taken
      to limit further registrations to 4 year colleges and
      universities. Schools and 2-year colleges will be registered
      in the country domains (see US Domain, especially K12 and CC,
      below).

NET - This domain is intended to hold only the computers of network
      providers, that is the NIC and NOC computers, the
      administrative computers, and the network node computers. The
      customers of the network provider would have domain names of
      their own (not in the NET TLD).

ORG - This domain is intended as the miscellaneous TLD for
      organizations that didn't fit anywhere else. Some non-
      government organizations may fit here.

INT - This domain is for organizations established by international
      treaties, or international databases.

United States Only Generic Domains:

GOV - This domain was originally intended for any kind of government
      office or agency. More recently a decision was taken to
      register only agencies of the US Federal government in this
      domain. State and local agencies are registered in the country

      domains (see US Domain, below).

MIL - This domain is used by the US military.

Example country code Domain:

US - As an example of a country domain, the US domain provides for
the registration of all kinds of entities in the United States
on the basis of political geography, that is, a hierarchy of
<entity-name>.<locality>.<state-code>.US. For example,
"IBM.Armonk.NY.US". In addition, branches of the US domain are
provided within each state for schools (K12), community colleges
(CC), technical schools (TEC), state government agencies
(STATE), councils of governments (COG),libraries (LIB), museums
(MUS), and several other generic types of entities (see RFC 1480
for details [1]).

To find a contact for a TLD use the "whois" program to access the
database on the host rs.internic.net. Append "-dom" to the name of
TLD you are interested in. For example:

                    whois -h rs.internic.net us-dom
    or
                    whois -h rs.internic.net edu-dom

3.   The Administration of Delegated Domains

The Internet Assigned Numbers Authority (IANA) is responsible for the
overall coordination and management of the Domain Name System (DNS),
and especially the delegation of portions of the name space called
top-level domains. Most of these top-level domains are two-letter
country codes taken from the ISO standard 3166.

A central Internet Registry (IR) has been selected and designated to
handled the bulk of the day-to-day administration of the Domain Name
System. Applications for new top-level domains (for example, country
code domains) are handled by the IR with consultation with the IANA.
The central IR is INTERNIC.NET. Second level domains in COM, EDU,
ORG, NET, and GOV are registered by the Internet Registry at the
InterNIC. The second level domains in the MIL are registered by the
DDN registry at NIC.DDN.MIL. Second level names in INT are
registered by the PVM at ISI.EDU.

While all requests for new top-level domains must be sent to the
Internic (at hostmaster@internic.net), the regional registries are
often enlisted to assist in the administration of the DNS, especially
in solving problems with a country administration. Currently, the
RIPE NCC is the regional registry for Europe and the APNIC is the

regional registry for the Asia-Pacific region, while the INTERNIC
administers the North America region, and all the as yet undelegated
regions.

    The contact mailboxes for these regional registries are:

        INTERNIC   hostmaster@internic.net
        APNIC   hostmaster@apnic.net

RIPE NCC   ncc@ripe.net

The policy concerns involved when a new top-level domain is
established are described in the following. Also mentioned are
concerns raised when it is necessary to change the delegation of an
established domain from one party to another.

A new top-level domain is usually created and its management
delegated to a "designated manager" all at once.

Most of these same concerns are relevant when a sub-domain is
delegated and in general the principles described here apply
recursively to all delegations of the Internet DNS name space.

The major concern in selecting a designated manager for a domain is
that it be able to carry out the necessary responsibilities, and have
the ability to do a equitable, just, honest, and competent job.

1) The key requirement is that for each domain there be a designated
   manager for supervising that domain's name space. In the case of
   top-level domains that are country codes this means that there is
   a manager that supervises the domain names and operates the domain
   name system in that country.

   The manager must, of course, be on the Internet. There must be
   Internet Protocol (IP) connectivity to the nameservers and email
   connectivity to the management and staff of the manager.

   There must be an administrative contact and a technical contact
   for each domain. For top-level domains that are country codes at
   least the administrative contact must reside in the country
   involved.

2) These designated authorities are trustees for the delegated
   domain, and have a duty to serve the community.

   The designated manager is the trustee of the top-level domain for
   both the nation, in the case of a country code, and the global
   Internet community.

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   Concerns about "rights" and "ownership" of domains are
   inappropriate. It is appropriate to be concerned about
   "responsibilities" and "service" to the community.

3) The designated manager must be equitable to all groups in the
   domain that request domain names.

   This means that the same rules are applied to all requests, all
   requests must be processed in a non-discriminatory fashion, and
   academic and commercial (and other) users are treated on an equal
   basis. No bias shall be shown regarding requests that may come
   from customers of some other business related to the manager --

e.g., no preferential service for customers of a particular data
network provider. There can be no requirement that a particular
mail system (or other application), protocol, or product be used.

There are no requirements on subdomains of top-level domains
beyond the requirements on higher-level domains themselves. That
is, the requirements in this memo are applied recursively. In
particular, all subdomains shall be allowed to operate their own
domain name servers, providing in them whatever information the
subdomain manager sees fit (as long as it is true and correct).

4) Significantly interested parties in the domain should agree that
   the designated manager is the appropriate party.

The IANA tries to have any contending parties reach agreement
among themselves, and generally takes no action to change things
unless all the contending parties agree; only in cases where the
designated manager has substantially mis-behaved would the IANA
step in.

However, it is also appropriate for interested parties to have
some voice in selecting the designated manager.

There are two cases where the IANA and the central IR may
establish a new top-level domain and delegate only a portion of
it: (1) there are contending parties that cannot agree, or (2) the
applying party may not be able to represent or serve the whole
country. The later case sometimes arises when a party outside a
country is trying to be helpful in getting networking started in a
country -- this is sometimes called a "proxy" DNS service.

The Internet DNS Names Review Board (IDNB), a committee
established by the IANA, will act as a review panel for cases in
which the parties can not reach agreement among themselves. The
IDNB's decisions will be binding.

5) The designated manager must do a satisfactory job of operating the
   DNS service for the domain.

That is, the actual management of the assigning of domain names,
delegating subdomains and operating nameservers must be done with
technical competence. This includes keeping the central IR (in
the case of top-level domains) or other higher-level domain
manager advised of the status of the domain, responding to
requests in a timely manner, and operating the database with
accuracy, robustness, and resilience.

There must be a primary and a secondary nameserver that have IP
connectivity to the Internet and can be easily checked for
operational status and database accuracy by the IR and the IANA.

In cases when there are persistent problems with the proper

operation of a domain, the delegation may be revoked, and possibly delegated to another designated manager.

6) For any transfer of the designated manager trusteeship from one organization to another, the higher-level domain manager (the IANA in the case of top-level domains) must receive communications from both the old organization and the new organization that assure the IANA that the transfer in mutually agreed, and that the new organization understands its responsibilities.

It is also very helpful for the IANA to receive communications from other parties that may be concerned or affected by the transfer.

4. Rights to Names

1) Names and Trademarks

In case of a dispute between domain name registrants as to the rights to a particular name, the registration authority shall have no role or responsibility other than to provide the contact information to both parties.

The registration of a domain name does not have any Trademark status. It is up to the requestor to be sure he is not violating anyone else's Trademark.

2) Country Codes

The IANA is not in the business of deciding what is and what is not a country.

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The selection of the ISO 3166 list as a basis for country code top-level domain names was made with the knowledge that ISO has a procedure for determining which entities should be and should not be on that list.

5. Security Considerations

Security issues are not discussed in this memo.

6. Acknowledgements

Many people have made comments on draft version of these descriptions and procedures. Steve Goldstein and John Klensin have been particularly helpful.

7. Author's Address

Jon Postel
USC/Information Sciences Institute
4676 Admiralty Way

Marina del Rey, CA 90292

Phone: 310-822-1511
Fax: 310-823-6714
EMail: Postel@ISI.EDU

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EXHIBIT G

NIC - Network Information Center

Republic of the Congo .cg

NIC provides domain name registration in Republic of the Congo. In order to register a domain name (domain sub-delegation), you must submit your request to NIC. The aim of NIC is to provide free domain registrations for citizens and residents of our country. It is possible however for foreign entities to register domain names, but different regulations are applicable.

When you request a domain sub-delegation with NIC or when you utilize a domain in our country, you accept all the terms and conditions of NIC that may vary from time to time.

Procedures

- Domain creation
- Domain modification

Documents

- Policy, terms and conditions of NIC
- Domains free of charge for citizens/residents - Price for non-residents
- Relevant documents about DNS and domain registration

Database

- Search for an existing domain name (WHOIS)

Local Informations

- Informations about progression of Internet connectivity in our region (The Network Startup Resource Center)

Informations about other registrars

- Domain name registration in the Republic of South Africa (.za)

- Domain name registration in the <u>Republique of Uganda (.ug)</u>
- Domain name registration at <u>INTERNIC (.com .org .edu .net)</u>
- <u>Réseaux IP Européens (RIPE)</u>
- Domain name registration in many top-level domains (<u>netnamesusa.com</u>)
- Domain name registration in many top-level domains (<u>idnames.com</u>)

NIC - Network Information Center
Last modification date : 30-NOV-2004

NIC - Network Information Center

Acceptable domain names and policy

NIC is the delegated authority for registering domain names in the .cg top-level domains. The domain name space is served on a first in first out basis. NIC has a rather liberal policy about domain name.

The domains are registered just under the top level domain code. There is no domain like domain.co.cg like in some other countries.

The registration of one (1) domain is free of charge for the citizens and lawfully residents of our country. We can require a copy of a valid passport or residence permit from time to time. A company or an NGO duly registered in our country and operated from there also qualify. Legal institutions, governmments, ministeries, churches and other authorities of our country have a right for free domains at the highest priority.

In order to avoid foreign entities to register free domains with us, we generally require that the applicant faxes us the proof of his citizenship/right of residence. A subsidiary of a foreign company, even if registered in our country, is regarded as a foreign entity.

The foreign entities are not obliged to keep a DNS or an administrative contact in the country. Except those qualified by NIC as restricted or undesirable, any <u>domain name</u> may be assigned to these entities.

A restricted domain is one of these : **gov net edu ac com co int mil gouv** or any other name related to government or public company use. Contact <u>domain@nic.cg</u> if you want to create such a domain. Note however that it will be assigned only if sponsored by an official authority. We also discourage generic names such as bank nom art ... or a geographic notion as it also misleads people.

An undesirable name is defined as being vulgar, misleading people or inappropriate. It is also applicable for domain registration of wellknown brands/trademarks registered by third parties without the consent of the owner of the brands/trademark. The domain will be deleted immediately at the owner's request.

The domain name must have a minimum of three characters. Applications for one or two characters domain may be considered, with a possible surcharge if this domain is considered as Premium, with prior arrangment with <u>domain@nic.cg</u>

There is no notion of property as far as a domain name is concerned. It is rather to be seen as a sub-delegation, and the sub-delegated entity is supposed to manage it in compliance with the RFC's and with the usual rules applicable to such a sub-delegation. Reselling of the domain is a matter that NIC does not handle. It is an agreement between the seller and the buyer, and we only provide tools for changing admin/tech contact whois..

NIC will do its best so that second-level domains are run in a fair way. NIC may delete a domain name without compensation, should the domain be run in an inappropriate manner or be restricted or undesirable.

The invoicing is per e-mail only. NIC sends yearly invoices to the billing contact e-mail address at the anniversary date of the domain creation. There is no reminder sent afterwards. It is your responsability to maintain the record accurate and your mail server open so that the e-mailed invoice reaches the right person. Note that our e-mails are in HTML formats and can include forms. An unpaid domain is deleted after two weeks and made available for new sub-delegation. Any payment without clear communication will be held in a separate account and domain will not be created/renewed. NIC will not try to trace back the payment origin, and without proper identification from the payer, this amount will stay unassigned to any domain. The deletion of the domain will take place at its expiry date and NIC wont be liable for any refund. It is the registrant's responsibility to notify NIC about the assignment of the payment, and once this payment has been reassigned, domain will be restored until its next renewal date. During the time the domain is deleted, NIC owes no compensation. The domain can be made available to the public. . Being in breach with this policy gives NIC the possibility to jeopardize all other domains that the user registered. NIC has the right to rectify any information in the whois database that he finds incorrect, irrelevant or misleading. NIC can also delete or suspend any domain that the registrant does not keep according to our policy, without compensation. Whois must be kept accurate and your mail server must be configured so that our mails are not classified as spam.

You agree that our entire liability, and your exclusive remedy, with respect to any provided NIC service(s) and/or for any breach and assigns is solely limited to the amount of 50 Euros. Some states do not allow the exclusion or limitation of liability for consequential or incidental damages; if it is the case, you are not allowed to use the NIC services. Should you use our services however without informing us about this, the service will be deemed to have been rendered in our country.

As rendered service for domain creation, NIC installs the requested domain in the database of the DNS server 213.193.157.30 and the NS records will be pointed to the DNS servers you specify on the form. This is the only service rendered. It does not include a sale of the domain name as there is no notion of property on a domain. Future changes of pointers are free of charge (max 3 per year). NIC will do its best effort to keep this pointer, the delegation and the DNS running, but shall by no means bear any responsibility for any disruption of service as it may occur from time to time on the internet or disruption of delegation. For each DNS server you specify as authoritative, you must have a DNS server up and running which is compliant with current RFC's and which is responding to domain name requests for your domain. We can delete a domain that does not resolve properly on your servers.

Resellers are normally not eligible for rebates.

By using a registration form or using a domain, the user agrees to comply with all the present and future policies of NIC. Litigation will only be solved through a legal procedure in a tribunal of our country. No foreign court has jurisdiction. Arbitral solution may however be accepted at NIC sole discretion via an established Intellectual Property Arbitrator, but the preferred default procedure is through a tribunal of our country, and should NIC decide to send the matter through a tribunal of our country, there will be no alternative.

NIC - Network Information Center
Last modification date : 30-NOV-2004

EXHIBIT H

Communiqué of the Governmental Advisory Committee
(24 August 1999)

ICANN

Communiqué of the Governmental Advisory Committee
24 August 1999
Santiago, Chile

TUESDAY, 24 AUGUST 1999 - The Governmental Advisory Committee of the Internet Corporation for Assigned Names and Numbers held its third meeting today. The attending Committee members, representing 28 national governments, distinct economies as recognised in international fora, and multinational governmental and treaty organisations, issued the following statement:

The Governmental Advisory Committee (GAC) has had fruitful discussions around substantive issues relating to the usage of the Internet across the worldwide community and the administration of the country code top level domains. The GAC initiated a positive and constructive process for addressing these and other significant Internet policy issues, and as a consequence makes the following recommendations to the ICANN Board:

A. With regard to ICANN's Proposed Interim Policy for Geographic Diversity on the ICANN Board of Directors:

> The GAC supports the underlying principles of geographic diversity and international representation in the context of ICANN. The GAC believes that these principles are best implemented using the criterion of citizenship, as specified in the By-laws of ICANN, to determine the eligibility of directors of the board of ICANN and of participants in the Councils of the Supporting Organizations. In addition, taking into consideration the practicality of determining the electorate, the GAC supports the use of residency as the criterion for determining the eligibility of the electorate.

B. With regard to principles for the delegation of management for country code top level domains:

> 1. The GAC reaffirmed its May resolution that the Internet naming system is a public resource and that the management of a TLD Registry must be in the public interest.

> 2. Accordingly, the GAC considers that no private intellectual or other property rights inhere to the TLD itself nor accrue to the delegated manager of the TLD

as the result of such delegation.

3. The GAC also reaffirmed that the delegation of a ccTLD Registry is subject to the ultimate authority of the relevant public authority or government. The GAC discussed the development of best practices for the administration of ccTLDs and agreed to continue this discussion.

The next face-to-face meeting of the GAC will be held on 2 November 1999 in Los Angeles, to coincide with ICANN's next round of meetings.

EXHIBIT I

Letter from Drafting Committee, Alternate ccTLD Best Practices Draft

(3 March 2000)

ICANN

March 3, 2000

Ms Esther Dyson
Chairman
The Internet Corporation for Assigned Names and Numbers
4676 Admiralty Way, Suite 330
Marina del Rey, CA 90292
United States of America

Dear Ms Dyson;

Based on the strong and continuing support for RFC 1591 among ccTLDs as the primary and best set of principles for assigning and managing ccTLDs, we have drafted and hereby submit to ICANN for its consideration what we consider to be the most appropriate set of Draft Best Practices for delegating and managing ccTLDs.

It is the purpose of this Alternative Best Practices Draft to use RFC 1591, the current basis of delegations and activities of ccTLDs, as the foundation for more completely defining the obligations of ccTLD Managers in the management of domains, and to clarify the role of IANA/ICANN in supervising the management of ccTLDs.

It is important to note that the two other draft best practices documents submitted to ICANN do not preserve this basic foundation of RFC 1591, and give little or no role to IANA/ICANN as a result. In addition, the CENTR proposal includes no mechanism for enforcement for its Best Practices, and appears to depend upon the GAC draft for that purpose.

Our intent is to lay out objective standards for the qualification as ccTLD Managers and for the performance of the function, including a fair and supportive enforcement mechanism. We believe the Alternative Best Practices Draft does just that.

The Alternative Best Practices Draft, based on RFC 1591, further clarifies the obligations of the ccTLD Managers to the global Internet and to their respective local communities, along with details concerning the regulatory regime established by ICANN, based on ICP-1, to guarantee not simply that ccTLD Managers will comply with the requirements, but that the ccTLD Managers will be able to operate their respective domains with vigor and reliability, free from arbitrary governmental intervention, and relying on a set of procedural principles founded on the concept of due process of law and fair, predictable, and open

regulation.

We look forward to presenting the Alternative Best Practices Draft based on RFC 1591 to the ICANN Board and to the wider Internet Community in Cairo and during the next several weeks. Please distribute the attached copy to members of the ICANN Board of Directors as well as to any other interested parties.

Best wishes,

Drafting Committee, the Alternative Best Practices Draft based on RFC 1591

Nii Quaynor, .GH, AFTLD founding member
Antony Van Couvering, President, IATLD
Peter DeBlanc, .VI, NATLD founding member
Oscar Robles, .MX, LACTLD founding member
J. William Semich, .NU, APTLD executive committee member

The following ccTLDs indicated they support continuation of RFC 1591 when queried in May, 1999:

.AI - Anguilla; .AG - Antigua and Barbuda; .AM - Armenia ; .BI - Republic of Burundi; .BM (Bermuda); .BO - Bolivia; .BR - Brazil; .BY- Belarus; .CC - Cocos & Keeling Islands; .CD - Democratic Republic of the Congo; .CG - Republic of the Congo; .CL - Chile; .CN - China; .CR - Costa Rica; .CV - Cape Verde Islands; .DO - Dominican Republic; .DZ - Algeria; .EC - Ecuador; .EG - Egypt; .ER - Eritrea; .FK - Falkland Islands (Malvinas); .GD - Grenada; .GF - French Guiana; .GG - Guernsey; .GH - Ghana; .GM - The Gambia, West Africa; .GP - Guadeloupe; .GS - South Georgia and Sandwich Islands; .GT - Guatemala; .HM - Heard and McDonald Islands; .HN - Honduras; .ID - Indonesia; .JE - Jersey; .JO - Jordan; .KW - Kuwait; .KY - Cayman Islands; .KZ - Kazakhstan; .LA - Lao People's Democratic Republic; .LB - Lebanon; .LC - Saint Lucia; .LR - Liberia; .LS - Lesotho; .LY - Libya; .ML - Republic of Mali; .MM - Myanmar; .MN - Mongolia; .MP - Northern Mariana Islands; .MS - Montserrat; .MT - Malta; .MU - Mauritius; .MW - Malawi; .MX - Mexico; .MY - Malaysia; .NA - Namibia; .NU - Niue.; .NZ - New Zealand; .PE - Peru; .PG - Papua New Guinea; .PH - Philippines; .QA - Qatar; .RW - Republic of Rwanda; .SB - Solomon Islands; .SC - Seychelles; .SG - Singapore; .SV - El Salvador; .SZ - Swaziland; .TC - Turks and Caicos Islands; .TF - French Southern Territories; .TJ - Tajikistan; .TO - Tonga; .TT - Trinidad and Tobago; .UA - Ukraine; .UG - Uganda; .UY - Uruguay; .UZ - Uzbekistan; .VE - Venezuela; .VI - US Virgin Islands; .VU - Vanuatu; .VG - Virgin Islands (British); .YU - Yugoslavia; .ZW - Zimbabwe

Attachment: Alternate Best Practices Draft, v2.0 (5 March 2000)

Comments concerning the layout, construction and functionality of this site
should be sent to webmaster@icann.org.

Page Updated 07-March-00

PROOF OF SERVICE

I, Grace M. Salter, declare:

I am a citizen of the United States and employed in Los Angeles County, California. I am over the age of eighteen years and not a party to the within-entitled action. My business address is 555 South Flower Street, Fiftieth Floor, Los Angeles, California 90071-2300. On August 28, 2006, I caused to be served a copy of the within document(s):
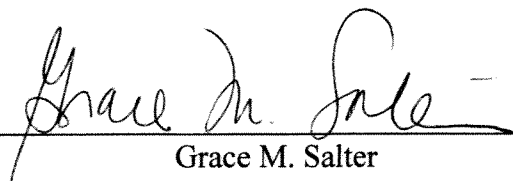
> DEFENDANT INTERNET CORPORATION FOR ASSIGNED NAMES AND NUMBERS' AND ERRONEOUSLY-NAMED DEFENDANT INTERNET ASSIGNED NUMBERS AUTHORITY'S REQUEST FOR JUDICIAL NOTICE IN SUPPORT OF DEMURRER TO PLAINTIFF'S COMPLAINT; DECLARATION OF SEAN W. JAQUEZ

☐   by transmitting via facsimile the document(s) listed above to the fax number(s) set forth below on this date before 5:00 p.m.

☒   by placing the document(s) listed above in a sealed envelope with postage thereon fully prepaid, in the United States mail at Los Angeles, California addressed as set forth in the attached Service List.

☐   by placing the document(s) listed above in a sealed Federal Express envelope and affixing a pre-paid air bill, and causing the envelope to be delivered to a Federal Express agent for delivery.

☒   by personally delivering the document(s) listed above to the person(s) at the address(es) set forth below.

I am readily familiar with the firm's practice of collection and processing correspondence for mailing. Under that practice it would be deposited with the U.S. Postal Service on that same day with postage thereon fully prepaid in the ordinary course of business. I am aware that on motion of the party served, service is presumed invalid if postal cancellation date or postage meter date is more than one day after date of deposit for mailing in affidavit.

I declare that I am employed in the office of a member of the bar of this court at whose direction the service was made.

Executed on August 28, 2006, at Los Angeles, California.

_____
Grace M. Salter

PROOF OF SERVICE

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SERVICE LIST
C. ITOH MIDDLE EAST E.C. (Bahrain) v. INTERNET CORPORATION FOR ASSIGNED NAMES AND NUMBERS, et al.
LOS ANGELES SUPERIOR COURT, CASE NO. SC090220

Robert A. Sacks, Esq.   Via Hand Delivery
Edward E. Johnson, Esq.
Sullivan & Cromwell, LLP
1888 Century Park East
Suite 2100
Los Angeles CA 90067-1725
Phone: (310) 712-6600
Fax: (310) 712-8800

The People's Republic of the Congo   Via U.S. Mail
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The Congolese Redemption Fund   Via U.S. Mail
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