

**EXHIBIT C**

**TO DEFENDANT ICANN'S REQUEST FOR  
JUDICIAL NOTICE ISO MOTION TO DISMISS  
CFIT'S AMENDED COMPLAINT**



# Amendment 1 to ICANN/DOC Memorandum of Understanding

(Approved November 4, 1999)  
(Signed November 10, 1999)  
(Posted November 10, 1999)

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## Memorandum of Understanding (MOU) between the Department of Commerce (DOC) and the Internet Corporation for Assigned Names and Numbers (ICANN)

### AMENDMENT 1

Pursuant to the [Memorandum of Understanding](#) (MOU) between the Department of Commerce (DOC) and the Internet Corporation for Assigned Names and Numbers (ICANN), dated November 25, 1998, the Parties hereby agree to adopt the following terms as contemplated in [Section V](#) of the MOU:

1. The [Agreement entitled "Registry Agreement"](#) between ICANN and Network Solutions, Inc. (NSI) with Effective Date November 10, 1999, and relating to the provision of registry services for the .com, .net and .org TLDs is hereby approved by DOC. ICANN will not enter into any amendment of, or substitute for, said agreement, nor will said agreement be assigned by ICANN, without the prior approval of DOC.
2. ICANN shall not enter into any agreement with any successor registry to NSI for the .com, .net, and .org TLDs without the prior approval by DOC of the successor registry and the provisions of the agreement between the registry and ICANN.
3. ICANN agrees that, in the event of the termination by DOC of Cooperative Agreement # NCR 92-18742 pursuant to [Section I.B.8](#) of Amendment 19 to that Cooperative Agreement, ICANN shall (1) exercise its rights under its [Registry Agreement](#) with NSI to terminate NSI as the operator of the registry database for .com, .net and .org and (2) cooperate with DOC to facilitate the transfer of those registry operations to a successor registry.
4. In the event that DOC, pursuant to the terms of the [Registry Agreement](#) between ICANN and NSI, approves the assignment of that agreement by ICANN to another non-profit entity,

that new entity shall also be required to agree to be bound by this MOU, and that entity shall succeed to the duties, obligations and benefits of this Agreement, and shall be recognized by DOC as the "NewCo" identified in Amendment 11 to the Cooperative Agreement and [Section I.B.1](#) of Amendment 19 of the Cooperative Agreement.

5. If DOC withdraws its recognition of ICANN or any successor entity by terminating this MOU, ICANN agrees that it will assign to DOC any rights that ICANN has in all existing contracts with registries and registrars.

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Michael M. Roberts  
President and CEO  
Internet Corporation for Assigned  
Names and Numbers

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