

# **EXHIBIT C**



# Amendment 3 to ICANN/DOC Memorandum of Understanding

(Entered 25 May 2001)

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## Memorandum of Understanding Between the Department of Commerce and the Internet Corporation for Assigned Names and Numbers

### AMENDMENT 3

As an amendment to the Memorandum of Understanding (MOU) between the U.S. Department of Commerce (DOC) and the Internet Corporation for Assigned Names and Numbers (ICANN), dated November 25, 1998, the Parties agree to amend the following terms of Amendment 1 of the MOU, dated November 10, 1999:

I. Section 1 of Amendment 1 to the MOU is amended as follows:

1. The agreements entitled ".com Registry Agreement," ".net Registry Agreement," and ".org Registry Agreement" between ICANN and VeriSign, Inc. and relating to the provision of registry services for the .com, .net, and .org registries are hereby approved by the DOC in substitution for the Registry Agreement between ICANN and Network Solutions, Inc., effective date November 10, 1999. ICANN will not enter into any material amendment of, or substitution for, said agreements, nor will said agreements be assigned by ICANN, without prior approval of the DOC.

II. Section 2 of Amendment 1 to the MOU is amended as follows:

2. ICANN shall not enter into any agreement with any successor registry to NSI to operate the the .com, .net or .org registries without the prior approval of the DOC of such successor registry.

III. Section 3 of Amendment 1 to the MOU is amended as follows:

3. ICANN agrees that, in the event of the termination by DOC of Cooperative Agreement NCR- 9218742 pursuant to Section I.B.8 of Amendment 19, as amended, to that Cooperative Agreement, ICANN shall (1) exercise its rights under the .com Registry Agreement with VeriSign to terminate VeriSign as the operator of the registry database for the .com registry and (2) cooperate with DOC to facilitate the transfer of those registry operations to a successor registry.

IV. Section 5 of Amendment 1 to the MOU is amended as follows:

5. If the DOC withdraws its recognition of ICANN or any successor entity by terminating this MOU, ICANN agrees that it will assign to the DOC any rights that ICANN has in all existing contracts with the registries and registrars, including any data escrow agreement (s) between VeriSign and ICANN with respect to the .com, .net, and .org registries.

V. ICANN agrees that in the event of any inconsistency between the terms of (1) the .com Registry agreement, .net Registry Agreement, or .org Registry Agreement and (2) Cooperative Agreement NCR-9218742 between the DOC and VeriSign, while both the Cooperative Agreement and at least one of the Registry Agreements are in effect, the Cooperative Agreement shall take precedence over the terms of the affected registry agreement.

VI. ICANN agrees to submit to the DOC and the Department of Justice a complete report of the results of each Annual Independent Neutrality Audit pursuant to the terms of the .com Registry Agreement, .net Registry Agreement and .org Registry Agreement, no later than December 7 of each calendar year.

VII. Except as specifically modified by this amendment, the terms and conditions of the MOU, as previously amended, remain unchanged.

FOR NATIONAL  
TELECOMMUNICATIONS AND  
INFORMATION ADMINISTRATION:

FOR INTERNET CORPORATION FOR  
ASSIGNED NAMES AND NUMBERS:

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Name: Robin R. Layton

Title: Acting Assoc. Admin, OIA

Date: May 25, 2001

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Name: M. Stuart Lynn

Title: President and Chief Executive Officer

Date: 24 May 2001

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Comments concerning the layout, construction and functionality of this site  
should be sent to [webmaster@icann.org](mailto:webmaster@icann.org).

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