

EXHIBIT D

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



Amendment 2 to ICANN/DOC Memorandum of Understanding

(Approved 30 August 2000)
(Posted 7 September 2000)

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

AMENDMENT 2

As an amendment to the [Memorandum of Understanding \(MOU\)](#) between the U.S. Department of Commerce (Department) and the Internet Corporation for Assigned Names and Numbers (ICANN), dated November 25, 1998, and in recognition of work that has been completed to date, as set forth in [Attachment A to this Amendment](#), the Parties hereby agree to the following:

I. Strike Section V.C in its entirety and replace it with the following:

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. 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 Regional Internet Registries (RIRs) 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 and test the ICANN Independent Review process to address claims by members of the Internet community that they have been adversely affected by decisions in conflict with ICANN's by-laws or contractual obligations. Report on ICANN's experience with the fully implemented reconsideration process and independent review process.
4. Collaborate with the Department to continue to complete

development of a proposed enhanced architecture for root server security, and the development of the following documentation to be used in connection with testing and implementation of the enhanced root-server system architecture:

- a. A written description of the enhanced architecture incorporating a dedicated primary root server;
- b. A procedural plan for transition to the enhanced architecture;
- c. An implementation schedule for transition to the enhanced architecture;
- d. Documentation of IANA procedures for root zone editing, root zone generation, and root zone WHOIS service; and
- e. An agreement between ICANN and root-server operators that formalizes stable, secure, and professional operation of the root-servers in accordance with the enhanced architecture.

5. Following Department of Commerce review and approval of the documentation listed in paragraph 4. above, ICANN shall test and implement the enhanced root-server system architecture, including ICANN's operation of the authoritative root, under appropriate terms and conditions.

6. ICANN will continue its efforts to achieve stable agreements with the organizations operating country-code top level domains that cover the delegation and redelegation issues; allocation of global and local policy-formulation responsibility; and the relationships among ccTLD operators, the relevant government of public authority.

7. ICANN will continue the process of implementing new TLDs including proceeding with a proof of concept or testbed period and continuing design, development, and testing to determine future policy and action, continuing to consider:

- a. The potential impact of new TLDs on the Internet root server system and Internet stability.
- b. The creation and implementation of minimum criteria for new and existing TLD registries.
- c. Potential consumer benefits/costs associated with establishing a competitive environment for TLD registries.

d. Recommendations regarding trademark/domain name policies set forth in the Statement of Policy; recommendations made by the World Intellectual Property Organization (WIPO) and recommendations made by other independent organizations concerning trademark/domain name issues.

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

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

This Agreement will become effective when signed by all parties. The Agreement will terminate on September 30, 2001, but may be terminated earlier if both parties agree that the tasks set forth above have been completed. This Agreement 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.

III. 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:

Title: _____

Title: _____

Date: _____

Date: _____

Comments concerning the layout, construction and functionality of this site should be sent to webmaster@icann.org.

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