Summary of Changes to New gTLD Registry Agreement

(Proposed Draft 5 February 2013)

The table below sets out the proposed changes to the draft registry agreement for new gTLDs. Additions are reflected in bold double underline and deletions are reflected in strike through. These changes were made in response to external developments since the posting of the prior version of the draft registry agreement in June 2012 and upon further review of the contractual needs of the new gTLD program. Note that non-substantive and stylistic changes to the draft base agreement for new gTLDs are not reflected in the below table.

Section	Change to Text	Comments and Rationale
1.1	**Domain and Designation**. The Top-Level Domain to which this Agreement applies is ___ (the "TLD"). Upon the Effective Date and until the ~~end~~earlier of the expiration of the Term (as defined in Section 4.1) and the termination of this Agreement pursuant to Article 4, ICANN designates Registry Operator as the registry operator for the TLD, subject to the requirements and necessary approvals for delegation of the TLD and entry into the root-zone.	Clarification that the agreement may be terminated prior to the expiration of its Term, in accordance with the termination provisions of the agreement.
2.6	**Reserved Names**. Except to the extent that ICANN otherwise expressly authorizes in writing, Registry Operator shall comply with the restrictions on registration of character strings set forth ~~at [see specification~~in Specification 5~~]*~~ attached hereto ("Specification 5"). Registry Operator may establish policies concerning ~~the reservation or blocking of~~Registry Operator's ability to reserve (i.e., not register to third parties, delegate, use or otherwise make available) or block additional character strings within the TLD at its discretion. If Registry Operator is the registrant for any domain names in the ~~Registry~~registry TLD (other than the ~~Second-Level Reservations~~second-level reservations for Registry ~~Operations~~	The provision was revised to clarify that Registry Operator may develop policies regarding the blocking of names within the TLD in addition to those names that are required to be blocked. The provision was further revised to clarify that any names that Registry Operator registers in its own name in order to withhold those names from registration or use will not trigger a transaction fee to ICANN.

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	~~from~~Operator's use pursuant to Section 4 of Specification 5), such registrations must be through an ICANN accredited registrar. Any such registrations will be considered Transactions (as defined in Section 6.1) for purposes of calculating the Registry-~~Level Transaction Fee~~level transaction fee to be paid to ICANN by Registry Operator pursuant to Section 6.1~~.~~; provided that Registry Operator may register names in its own name without the use of an ICANN accredited registrar in order to withhold such names from delegation or use in accordance with this Section 2.6, and such registrations will not be considered Transactions.	
2.9(a)	~~Registry Operator must use only~~All domain name registrations in the TLD must be registered through an ICANN accredited ~~registrars in registering domain names~~registrar; provided, that Registry Operator need not use a registrar if it registers names in its own name in order to withhold such names from delegation or use in accordance with Section 2.6. Registry Operator must provide non-discriminatory access to Registry Services to all ICANN accredited registrars that enter into and are in compliance with the registry-registrar agreement for the TLD; provided, that Registry Operator may establish non-discriminatory criteria for qualification to register names in the TLD that are reasonably related to the proper functioning of the TLD. Registry Operator must use a uniform non-discriminatory agreement with all registrars authorized to register names in the TLD. Such agreement may be revised by Registry Operator from time to time; provided, however, that any such revisions must be approved in advance by ICANN.	Clarifies that all registrations must be through an ICANN accredited registrar, except for registrations that a registry operator registers to itself in order to reserve names pursuant to Specification 5.
2.9(b)	If Registry Operator (i) becomes an Affiliate or reseller of an ICANN accredited registrar, or (ii) subcontracts the provision of any Registry Services to an ICANN accredited registrar, registrar reseller or any of their	Clarifies that ICANN may disclose registry operator documents submitted in connection with a transaction with a registrar if ICANN is required to do so by law.

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	respective Affiliates, then, in either such case of (i) or (ii) above, Registry Operator will give ICANN prompt notice of the contract, transaction or other arrangement that resulted in such affiliation, reseller relationship or subcontract, as applicable, including, if requested by ICANN, copies of any contract relating thereto; provided, that ICANN will not disclose such contracts to any third party other than relevant competition authorities or as required by applicable law or legal process. ICANN reserves the right, but not the obligation, to refer any such contract, transaction or other arrangement to relevant competition authorities in the event that ICANN determines that such contract, transaction or other arrangement might raise competition issues.	
2.13	Registry Operator agrees that in the event that any of the emergency thresholds for registry functions set forth in Section 6 of Specification 10 ~~fails for a period longer than the emergency threshold for such function set forth in Section 6 of Specification 10~~is reached, ICANN may designate an emergency interim registry operator of the registry for the TLD (an "Emergency Operator") in accordance with ICANN's registry transition process…	Clarifies the interaction between the critical registry function thresholds that must be maintained and ICANN's ability to re-delegate the TLD to an EBERO in the event those thresholds are not maintained. ICANN does not consider this to be a substantive change.
2.17	**Additional Public Interest Commitments**. Registry Operator shall comply with the public interest commitments set forth in the specification at [*see specification 11*]*.	Added in order to require Registry Operator to comply with newly added Public Interest Commitments Specification. See new Specification 11.
4.2(a)(ii)	During the then current Term, Registry Operator shall have been found by an arbitrator (pursuant to Section 5.2 of this Agreement) or court on at least three (3) separate occasions to have been in fundamental and material breach (whether or not cured) of Registry Operator's covenants set forth in Article 2 or breach of its payment obligations under Article 6 of this Agreement.	Clarifies that termination right will be triggered if breach is found by an arbitrator or a court, as applicable.

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4.3(e)	ICANN may, upon thirty (30) calendar days' notice to Registry Operator, terminate this Agreement pursuant to Section 2 of Specification 7 and Sections 2 and 3 of Specification 11, subject to Registry Operator's right to challenge such termination as set forth in the applicable procedure described therein.	Added to include termination right in the event that a panel under newly developed Public Interest Commitments Dispute Resolution Procedure recommends termination (similar to RRDRP and PDDRP).

5.1	~~Cooperative Engagement. Before~~**Mediation.** In the event of any dispute arising under or in connection with this Agreement, before either party may initiate arbitration pursuant to Section 5.2 below, ICANN and Registry Operator~~, following initiation of communications by either party,~~ must attempt to resolve the dispute ~~by engaging in good faith discussion over a period of at least fifteen (15) calendar days.~~through mediation in accordance with the following terms and conditions:
	      (a) A party shall submit a dispute to mediation by written notice to the other party. The mediation shall be conducted by a single mediator selected by the parties. If the parties cannot agree on a mediator within fifteen (15) calendar days of delivery of written notice pursuant to this Section 5.1, the parties will promptly select a mutually acceptable mediation provider entity, which entity shall, as soon as practicable following such entity's selection, designate a mediator, who is a licensed attorney with general knowledge of contract law. Any mediator must confirm in writing that he or she is not, and will not become during the term of the mediation, an employee, partner, executive officer, director, or security holder of ICANN or Registry Operator. If such confirmation is not provided by the appointed mediator, then a replacement mediator shall be appointed pursuant to this Section 5.1(a).
	      (b) The mediator shall conduct the mediation in accordance with the rules and procedures
		The requirement to engage in cooperative engagement in the event of any dispute has been replaced with the requirement to engage in a more formal mediation process facilitated by a third party. A formal, third-party lead mediation may resolve more disputes in the pre-arbitration period.

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	that he or she determines. The parties shall discuss the dispute in good faith and attempt, with the mediator's assistance, to reach an amicable resolution of the dispute. The mediation shall be treated as a settlement discussion and shall therefore be confidential and may not be used against either party in any later proceeding relating to the dispute, including any arbitration pursuant to Section 5.2. The mediator may not testify for either party in any later proceeding relating to the dispute. (c) Each party shall bear its own costs in the mediation. The parties shall share equally the fees and expenses of the mediator. (d) If the parties have engaged in good faith participation in the mediation but have not resolved the dispute for any reason, either party or the mediator may terminate the mediation at any time and the dispute can then proceed to arbitration pursuant to Section 5.2 below. If the parties have not resolved the dispute for any reason by the date that is ninety (90) calendar days following the date of the notice delivered pursuant to Section 5.1(a), the mediation shall automatically terminate (unless extended by agreement of the parties) and the dispute can then proceed to arbitration pursuant to Section 5.2 below.	
6.1	Registry Operator shall pay ICANN a Registry-~~Level Fee~~level fee equal to (i) the Registry ~~Fixed Fee~~fixed fee of US$6,250 per calendar quarter and (ii) the Registry-~~Level Transaction Fee~~level transaction fee. The Registry-~~Level Transaction Fee~~level transaction fee will be equal to the number of annual increments of an initial or renewal domain name registration (at one or more levels, and including renewals associated with transfers	Revised to (1) use lower case letters where terms are not defined terms and (2) clarify the operation of the Transaction Threshold.

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	from one ICANN-accredited registrar to another, each a "Transaction"), during the applicable calendar quarter multiplied by US$0.25; provided, however that the Registry-~~Level Transaction Fee~~level transaction fee shall not apply until and unless more than 50,000 Transactions have occurred in the TLD during any calendar quarter or any <u>consecutive</u> four calendar quarter period <u>in the aggregate</u> (the "Transaction Threshold") and shall apply to each Transaction that occurred during each quarter in which the Transaction Threshold has been met, but shall not apply to each quarter in which the Transaction Threshold has not been met.	
6.3(a)	If the ICANN accredited registrars ~~(as a group~~<u>accounting, in the aggregate, for payment of two-thirds of all registrar-level fees (or such portion of ICANN accredited registrars necessary to approve variable accreditation fees under the then current registrar accreditation agreement</u>) do not approve pursuant to the terms of their registrar accreditation agreements with ICANN the variable accreditation fees established by the ICANN Board of Directors for any ICANN fiscal year, upon delivery of notice from ICANN, Registry Operator shall pay to ICANN a Variable Registry-Level Fee, which shall be paid on a fiscal quarter basis, and shall accrue as of the beginning of the first fiscal quarter of such ICANN fiscal year.	Revised to more closely reflect the standard for registrar approval of variable fees in the current version of the registrar accreditation agreement.
7.5	**Change in Control; Assignment and Subcontracting**. ~~Neither~~<u>Except as set forth in this Section 7.5, neither</u> party may assign this Agreement without the prior written approval of the other party, which approval will not be unreasonably withheld~~. Notwithstanding the foregoing, ICANN may assign this Agreement in conjunction with a reorganization or re-incorporation of ICANN to another nonprofit corporation or similar~~	Modified to provide more flexibility with respect to assignment to both Registry Operator and ICANN. Also further clarifies the type of review ICANN will undertake in connection with approving assignments pursuant to certain transactions. ICANN needs the ability to thoroughly evaluate any potential new registry operator that takes control of the registry through a post-delegation transaction in the same manner that ICANN evaluated the original registry operator pursuant to the application process of the new

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	~~entity organized in the same legal jurisdiction in which ICANN is currently organized for the same or substantially the same purposes~~. For purposes of this Section 7.5, a direct or indirect change of control of Registry Operator or any material subcontracting arrangement with respect to the operation of the registry for the TLD shall be deemed an assignment. ~~ICANN shall be deemed to have reasonably withheld its consent to any such a direct or indirect change of~~ ~~control or subcontracting arrangement in the event that ICANN reasonably determines that the~~ ~~person or entity acquiring control of Registry Operator or entering into such subcontracting arrangement (or the ultimate parent entity of such acquiring or subcontracting entity) does not meet the ICANN-adopted registry operator criteria or qualifications then in effect. In addition, without limiting the foregoing,~~ Registry Operator must provide no less than thirty (30) calendar days advance notice to ICANN of any material subcontracting arrangements, and any agreement to subcontract portions of the operations of the TLD must mandate compliance with all covenants, obligations and agreements by Registry Operator hereunder, and Registry Operator shall continue to be bound by such covenants, obligations and agreements. ~~Without limiting the foregoing,~~ Registry Operator must also provide no less than thirty (30) calendar days advance notice to ICANN prior to the consummation of any transaction anticipated to result in a direct or indirect change of control of Registry Operator. Such change of control notification shall include a statement that affirms that the <u>party acquiring such control and the</u> ultimate parent entity of the party acquiring such control meets the ICANN-adopted specification or policy on registry operator criteria then in effect, and affirms	gTLD program.

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	that Registry Operator is in compliance with its obligations under this Agreement. Within thirty (30) calendar days of either such notification, ICANN may request additional information from Registry Operator establishing (a) compliance with this Agreement and (b) that the party acquiring such control or entering into such subcontracting arrangement (in either case, the "Contracting Party") and the ultimate parent entity of the Contracting Party meets the ICANN-adopted specification or policy on registry operator criteria then in effect, in which case Registry Operator must supply the requested information within fifteen (15) calendar days. In connection with ICANN's consideration of any such transaction, ICANN may request (and Registry Operator shall provide and shall cause the Contracting Party to provide) additional information that will allow ICANN to evaluate whether the proposed Contracting Party (or its ultimate parent entity) meets such specification or policy, including with respect to financial resources and operational and technical capabilities. Registry Operator agrees that ICANN's consent to any proposed transaction will also be subject to background checks on any proposed Contracting Party (and such Contracting Party's Affiliates). Following such review, ICANN shall be deemed to have reasonably withheld its consent to any direct or indirect change in control or subcontracting arrangement in the event that ICANN reasonably determines that the Contracting Party (or the ultimate parent entity of the Contracting Party) does not meet the ICANN-adopted specification or policy on registry operator criteria then in effect. If ICANN fails to expressly provide or withhold its consent to any direct or indirect change of control of Registry Operator or any material subcontracting arrangement within thirty (30) calendar days of	

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	ICANN's receipt of notice of such transaction (or, if ICANN has requested additional information from Registry Operator as set forth above, sixty (60)) calendar days of the receipt of all requested written notice of information regarding such transaction) from Registry Operator, ICANN shall be deemed to have consented to such transaction. In connection with any such transaction, Registry Operator shall comply with the Registry Transition Process. Notwithstanding the foregoing, (i) ICANN may assign this Agreement without the consent of Registry Operator upon approval of the ICANN Board of Directors in conjunction with a reorganization, reconstitution or re-incorporation of ICANN, and (ii) ICANN shall be deemed to have consented to any material subcontracting arrangement or change of control transaction in which the Contracting Party is an existing operator of a generic top-level domain pursuant to a registry agreement between such Contracting Party and ICANN (provided that such Contracting Party is then in compliance with the terms and conditions of such registry agreement in all material respects), unless ICANN provides to Registry Operator a written objection to such transaction within ten (10) calendar days of ICANN's receipt of notice of such transaction pursuant to this Section 7.5.	
7.6(c)	Notwithstanding the provisions of Section 7.6(b), in the event that a Special Amendment does not receive Registry Operator Approval, such Special Amendment shall still be deemed an "Approved Amendment" if, following the failure to receive Registry Operator Approval, the ICANN Board of Directors reapproves such Special Amendment (which may be in a form different than submitted for approval by the Applicable Registry Operators, including any revisions thereto based on comments from the Applicable Registry	ICANN seeks comment on this proposed revision to the process for future amendments to the Registry Agreement. The amendment process was the subject of lengthy community discussions during the development of the applicant guidebook; for reference see the 15 February 2010 explanatory memo posted at <http://archive.icann.org/en/topics/new-gtlds/registry-agreement-amendment-process-15feb10-en.pdf>. In the current version of the registry agreement, the process for changing the form of the agreement requires the support of a supermajority of registries. Under this proposed new text the ICANN Board could

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	Operators) by a two-thirds vote (a "Supermajority Board Approval") and such Special Amendment is justified by a substantial and compelling need. The "Amendment Effective Date" of any such Approved Amendment shall be the date that is ninety (90) calendar days following the date on which ICANN provides notice to Registry Operator of the Supermajority Board Approval.	override the non-approval of a proposed amendment by registry operators in the event that the Board obtains a supermajority vote and the amendment is justified by a substantial and compelling need. ICANN is revisiting this issue because it is of fundamental importance and deserves careful attention given the long-term nature of registry agreements.
7.6(d)	During the thirty (30) calendar day period following the Amendment Approval Date, Registry Operator (so long as it did not vote in favor of the Approved Amendment) may apply in writing to ICANN for an exemption from the Approved Amendment (each such request submitted by Registry Operator hereunder, an "Exemption Request") during the thirty (30) calendar day period following either the Amendment Approval Date or the date on which Registry Operator received notice of the Supermajority Board Approval, as applicable. Each Exemption Request will set forth the basis for such request and provide detailed support for an exemption from the Approved Amendment. An Exemption Request may also include a detailed description and support for any alternatives to, or a variation of, the Approved Amendment proposed by such Registry Operator. An Exemption Request may only be granted upon a clear and convincing showing by Registry Operator that compliance with the Approved Amendment conflicts with applicable laws or would have a material adverse effect on the long- term financial condition or results of operations of Registry Operator. No Exemption Request will be granted if ICANN determines, in its reasonable discretion, that granting such Exemption Request would be materially harmful to registrants or result in the denial of a direct benefit to registrants. Within ninety (90) calendar days of ICANN's receipt of an Exemption	Revised to work with new Section 7.6(c) with respect to the timing of Exemption Requests. Also revised to clarify the operation of conditional exemptions.

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	Request, ICANN shall either approve (which approval may be conditioned or consist of alternatives to or a variation of the Approved Amendment) or deny the Exemption Request in writing, during which time the Approved Amendment will not amend this Agreement. If the Exemption Request is approved by ICANN, the Approved Amendment will not amend this Agreement; provided, that any ~~such~~ conditions, alternatives or variations of the Approved Amendment required by ICANN shall be effective and, to the extent applicable, will amend this Agreement as of the Amendment Effective Date. ~~If the Exemption Request is approved by ICANN, the Approved Amendment will not amend this Agreement~~. If such Exemption Request is denied by ICANN, the Approved Amendment will amend this Agreement as of the Amendment Effective Date (or, if such date has passed, such Approved Amendment shall be deemed effective immediately on the date of such denial), provided that Registry Operator may, within thirty (30) calendar days following receipt of ICANN's determination, appeal ICANN's decision to deny the Exemption Request pursuant to the dispute resolution procedures set forth in Article 5. The Approved Amendment will be deemed not to have amended this Agreement during the pendency of the dispute resolution process. For avoidance of doubt, only Exemption Requests submitted by Registry Operator that are approved by ICANN pursuant to this Section 7.6(~~c~~d), agreed to by ICANN following mediation pursuant to Section 5.1 or through an arbitration decision pursuant to ~~Article 5~~Section 5.2 shall exempt Registry Operator from any Approved Amendment, and no exemption request granted to any other Applicable Registry Operator (whether by ICANN or through arbitration) shall have any effect under this Agreement	

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	or exempt Registry Operator from any Approved Amendment.	
Spec 2 Part A 2.2	The other six days of the week, a Full Deposit or the corresponding Differential Deposit must be submitted to Escrow Agent by 23:59 UTC.	Revised in response to community comments in order to allow a Full Deposit to be submitted to data escrow every day of the week, if elected by Registry Operator.
Spec 2 Part B 7.2	If Escrow Agent discovers that any Deposit fails the verification procedures or if Escrow Agent does not receive any scheduled Deposit, Escrow Agent must notify, either by email, fax or phone, Registry Operator and ICANN of such nonconformity or non-receipt within twenty-four hours after receiving the non-conformant Deposit or the deadline for such Deposit, as applicable. Upon notification of such verification or delivery failure, Registry Operator must begin developing modifications, updates, corrections, and other fixes of the Deposit necessary for the Deposit to be delivered and pass the verification procedures and deliver such fixes to Escrow Agent as promptly as possible.	Revised to clarify that escrow agent must give ICANN notice of missed deposits as well as deposits that fail verification.
Spec 3	[Fields in line 17 and 18 of Section 2 – Registry Functions Activity Report, have been flipped]	Technical correction.
Spec 4 1.8	1.8. WHOIS output shall be compatible with ICANN's common interface for WHOIS (InterNIC).	Revised to ensure Whois compatibility.
Spec 4 1.10	Within one hundred twenty (120) days of ICANN's request, Registry shall implement and comply with the new or revised model for gTLD data directory services that may be adopted by the ICANN Board of Directors after public comment based upon the recommendations of the Expert Working Group on gTLD Directory Services ("Next Generation Model") and as specified and implemented by ICANN, unless Registry can demonstrate to ICANN's satisfaction that implementation would be commercially unreasonable. Registry Operator agrees to execute, at ICANN's request, amendments to this Specification and the Registry	ICANN has launched an Expert Working Group on gTLD Directory Services in order to (1) define the purpose of collecting and maintaining gTLD registration data, and consider how to safeguard the data, and (2) provide a proposed model for managing gTLD directory services that addresses related data accuracy and access issues, while taking into account safeguards for protecting data; see <http://www.icann.org/en/news/announcements/announcement-2-14dec12-en.htm>. Specification 4 to the agreement already provides that ICANN may specify alternative formats and protocols for registration data publication services. This proposed new addition to Specification 4 would facilitate the efficient and responsive implementation of any commercially reasonable

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	Agreement reasonably necessary or appropriate to modify, eliminate, or update the WHOIS-related obligations consistent with the Next Generation Model. The implementation of such recommendations may be superseded by Consensus Policies adopted by ICANN pursuant to Specification 1.	improvements recommended by the Expert Working Group that have been reviewed by the community and approved by the Board.
Spec 4 1.11	1.11. Registry Operator shall provide a link on the primary website for the TLD to a web page designated by ICANN containing WHOIS policy and education materials.	Revised in connection with Board directive regarding directory service requirements.
Spec 4 2.1.1	**Zone File Access Agreement.** Registry Operator will enter into an agreement with any Internet user that will allow such user to access an Internet host server or servers designated by Registry Operator and download zone file data. The agreement will be standardized, facilitated and administered by a Centralized Zone Data Access Provider, which may be ICANN or an ICANN designee (the "CZDA Provider").	Clarification that ICANN or its designee may act as the Centralized Zone Data Access Provider.
Spec 5 Intro	Except to the extent that ICANN otherwise expressly authorizes in writing, Registry Operator shall reserve (i.e., Registry Operator shall not register to any third party, delegate, use or otherwise make available such labels to any third party, but may register such labels in its own name in order to withhold them from delegation or use and such registrations will not be considered Transactions (as defined in Section 6.1) for purposes of calculating the Registry-level transaction fee to be paid to ICANN by Registry Operator pursuant to Section 6.1) names formed with the following labels from initial (i.e. other than renewal) registration within the TLD	Clarifies that any names that Registry Operator registers to itself in order to reserve them from delegation or use will not trigger a transaction fee to ICANN.
Spec 5 4	**Second-Level Reservations for Registry Operations.** The following names are reserved for use in connection with the operation of the registry for the TLD. Notwithstanding the foregoing provisions of this Specification 5, Registry Operator may use them, but	Clarifies that Section 4 provides an exception to the prohibition on use of names that Registry Operator registers to itself.

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	upon conclusion of Registry Operator's designation as operator of the registry for the TLD they shall be transferred as specified by ICANN: NIC, WWW, IRIS and WHOIS.	
Spec 5 6	**International Olympic Committee; International Red Cross and Red Crescent Movement**. The following names shall be initially reserved at the second level within the TLD: **International Olympic Committee** OLYMPIC / OLYMPIAD / OLYMPIQUE OLYMPIADE / OLYMPISCH / OLÍMPICO OLIMPÍADA / أوليمبي / أوليمبياد 奥林匹克 / 奥林匹亚 / 奥林匹克 奧林匹亞 / Ολυμπιακοί / Ολυμπιάδα 올림픽 / 올림피아드 / Олимпийский Олимпиада **International Red Cross and Red Crescent Movement** REDCROSS / REDCRESCENT / REDCRYSTAL REDLIONANDSUN / MAGENDDAVIDADOM / REDSTAROFDAVID CROIXROUGE / CROIX-ROUGE / CROISSANTROUGE CROISSANT-ROUGE / CRISTALROUGE / CRISTAL-ROUGE מגן דוד אדום / CRUZROJA / MEDIALUNAROJA CRISTALROJO / Красный Крест / Красный Полумесяц Красный Кристалл / الصليب الأحمر / الهلال الأحمر البلورة الحمراء / الكريستالة الحمراء / 紅十字 紅十字 / 紅新月 / 紅新月 紅水晶 / 紅水晶	Added to reserve from registration at second level in the TLD certain names associated with the International Olympic Committee and the International Red Cross. The ICANN Board has previously determined that all such names should be reserved at the second level of all new gTLDs.
Spec 5 7	**Intergovernmental Organizations**. The following names shall be initially reserved	The ICANN Board may elect to add other intergovernmental organizations to the list of reserved names. Section 7 of Specification 5 currently has a place holder for any such additional

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	at the second level within the TLD: **[Note: Additional Board specified Intergovernmental Organization names may be added to this Specification pursuant to ICANN Board resolutions 2012.11.26.NG01 and 2012.11.26.NG02]**	names.
Spec 6 1.3	... Registry Operator shall publish its DPS following the format described in ~~"DPS-framework" (currently in draft format, see http://tools.ietf.org/html/draft-ietf-dnsop-dnssec-dps- framework) within 180 days after the "DPS-framework" becomes an RFC.~~ RFC 6841.	Updated for newly finalized RFC.
Spec 7 1	Registry Operator will include all ICANN mandated and independently developed RPMs in the registry-registrar agreement entered into by ICANN-accredited registrars authorized to register names in the TLD and require each registrar that is a party to such agreement to comply with the obligations assigned to registrars under all such RPMs.	Revised to require registry operator, through its registry-registrar agreement to impose compliance with registry agreement RPMs on registrars.
Spec 8 1	The Continued Operations Instrument shall (a) provide for sufficient financial resources to ensure the continued operation of the critical registry functions related to the TLD set forth in Section ~~[ ]~~6 of ~~the Applicant Guidebook posted at [url to be inserted upon finalization of Applicant Guidebook] (which is hereby incorporated by reference into this~~ Specification ~~8)~~10 to this Agreement for a period of three (3) years following any termination of this Agreement on or prior to the fifth anniversary of the Effective Date or for a period of one (1) year following any termination of this Agreement after the fifth anniversary of the Effective Date but prior to or on the sixth (6th) anniversary of the Effective Date, and (b) be in the form of either (i) an irrevocable standby letter	Revised to conform the specification to the continued operations instrument provisions of the Applicant Guidebook and publicly issued advisories concerning the continued operations instrument during the application process.

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	of credit, or (ii) an irrevocable cash escrow deposit, each meeting the requirements set forth in ~~Section [__] of the~~in item 50(b) of Attachment to Module 2 – Evaluation Questions and Criteria – of the gTLD Applicant Guidebook ~~posted at [url to be inserted upon finalization of Applicant Guidebook]~~, as published and supplemented by ICANN prior to the date hereof (which is hereby incorporated by reference into this Specification 8). Registry Operator shall use its best efforts to take all actions necessary or advisable to maintain in effect the Continued Operations Instrument for a period of six (6) years from the Effective Date, and to maintain ICANN as a third party beneficiary thereof. If Registry Operator elects to obtain a irrevocable standby letter of credit but the term required above is unobtainable, Registry Operator may obtain a letter of credit with a one year term and an "evergreen provision," providing for annual extensions, without amendment, for an indefinite number of additional periods until the issuing bank informs ICANN of its final expiration or until ICANN releases the letter of credit as evidenced in writing, if the letter of credit otherwise meets the requirements set forth in item 50(b) of Attachment to Module 2 – Evaluation Questions and Criteria – of the gTLD Applicant Guidebook, as published and supplemented by ICANN prior to the date hereof; provided, however that if the issuing bank informs ICANN of expiration of such letter of credit prior to the sixth (6th) anniversary of the Effective Date, such letter of credit must provide that ICANN is entitled to draw the funds secured by the letter of credit prior to such expiration. The letter of credit must require the issuing bank to give ICANN at least 30 calendar days' notice of any such expiration or non-renewal. If the letter of credit expires or is terminated at any time prior to the	

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	sixth (6th) anniversary of the Effective Date, Registry Operator will be required to obtain a replacement Continued Operations Instrument. ICANN may draw the funds under the original letter of credit, if the replacement Continued Operations Instrument is not in place prior to the expiration of the original letter of credit. Registry Operator shall provide to ICANN copies of all final documents relating to the Continued Operations Instrument and shall keep ICANN reasonably informed of material developments relating to the Continued Operations Instrument. Registry Operator shall not agree to, or permit, any amendment of, or waiver under, the Continued Operations Instrument or other documentation relating thereto without the prior written consent of ICANN (such consent not to be unreasonably withheld). ~~The Continued Operations Instrument shall expressly state that ICANN may access the financial resources of the Continued Operations Instrument pursuant to Section 2.13 or Section 4.5 [*insert for government entity: or Section 7.14*] of the Registry Agreement.~~	
Spec 8 2	If, notwithstanding the use of best efforts by Registry Operator to satisfy its obligations under the preceding paragraph, the Continued Operations Instrument expires or is terminated by another party thereto, in whole or in part, for any reason, prior to the sixth anniversary of the Effective Date, Registry Operator shall promptly (i) notify ICANN of such expiration or termination and the reasons therefor and (ii) arrange for an alternative instrument that provides for sufficient financial resources to ensure the continued operation of the ~~Registry Services~~critical registry functions related to the TLD set forth in Section 6 of Specification 10 to this Agreement for a period of three (3) years following any termination of this Agreement on or prior to the fifth	Revised to clarify that alternative instrument need only provide resources for specific critical registry functions, similar to the original instrument.

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	anniversary of the Effective Date or for a period of one (1) year following any termination of this Agreement after the fifth anniversary of the Effective Date but prior to or on the sixth (6) anniversary of the Effective Date (an "Alternative Instrument"). Any such Alternative Instrument shall be on terms no less favorable to ICANN than the Continued Operations Instrument and shall otherwise be in form and substance reasonably acceptable to ICANN.	
Spec 8 3	Notwithstanding anything to the contrary contained in this Specification 8, at any time, Registry Operator may replace the Continued Operations Instrument with an ~~alternative instrument~~Alternative Instrument that (i) provides for sufficient financial resources to ensure the continued operation of the ~~Registry Services~~critical registry functions related to the TLD set forth in Section 6 of Specification 10 to this Agreement for a period of three (3) years following any termination of this Agreement on or prior to the fifth anniversary of the Effective Date or for a period one (1) year following any termination of this Agreement after the fifth anniversary of the Effective Date but prior to or on the sixth (6) anniversary of the Effective Date, and (ii) contains terms no less favorable to ICANN than the Continued Operations Instrument and is otherwise in form and substance reasonably acceptable to ICANN. In the event Registry ~~Operation~~Operator replaces the Continued Operations Instrument either pursuant to paragraph 2 or this paragraph 3, the terms of this Specification 8 shall no longer apply with respect to the original Continuing Operations Instrument, but shall thereafter apply with respect to such ~~replacement instrument(s)~~Alternative Instrument(s), and such instrument shall thereafter be considered the Continued Operations Instrument for purposes of this Agreement	Revised to clarify that alternative instrument need only provide resources for specific critical registry functions, similar to the original instrument. Also revised to clarify that alternative instrument will be subject to all requirements of original instrument.

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Spec 10 6	The following matrix presents the ~~Emergency Thresholds~~emergency thresholds that, if reached by any of the services mentioned above for a TLD, would cause the ~~Emergency Transition of the Critical Functions~~emergency transition of the Registry for the TLD as specified in Section 2.13 of this Agreement. <table><tr><th>Critical Function</th><th>Emergency Threshold</th></tr><tr><td>DNS Service (all servers)</td><td>4-hour total downtime / week</td></tr><tr><td>DNSSEC proper resolution</td><td>4-hour total downtime / week</td></tr><tr><td>EPP</td><td>24-hour total downtime / week</td></tr><tr><td>RDDS (WHOIS/Web-based WHOIS)</td><td>24-hour total downtime / week</td></tr><tr><td>Data Escrow</td><td>Breach of the Registry Agreement caused by missing escrow deposits as described in Specification 2, Part B, Section 6.</td></tr></table>	Clarifies the thresholds for critical registry functions. Also clarifies that if a threshold is met, the entire registry may be transitioned to an EBERO rather than just the critical functions. The thresholds have also been revised to clarify that the referenced time periods are in the aggregate for any week.
Spec 11	**PUBLIC INTEREST COMMITMENTS** 1. Registry Operator will use only ICANN accredited registrars that are party to the Registrar Accreditation Agreement approved by the ICANN Board of Directors on _____, 2013(or any subsequent form of Registrar Accreditation Agreement approved by the ICANN Board of Directors) in registering domain names. A list of such registrars shall be maintained by ICANN on ICANN's	Each new gTLD application includes business plans and statements of intent regarding applicant plans for operation of the proposed new gTLD registry. For example, some applicants stated in their applications that they intend to implement registration restrictions or heightened rights protection mechanisms above those required in the current draft of the New gTLD Registry Agreement. Outside of community-based applications, there are no mechanisms for requiring these plans and objectives to be incorporated into the New gTLD Registry Agreement. The GAC's Toronto Communiqué provided advice to the Board of Directors of ICANN that "it is

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	website. 2. ☐ Registry Operator will operate the registry for the TLD in compliance with all commitments, statements of intent and business plans stated in the following sections of Registry Operator's application to ICANN for the TLD, which commitments, statements of intent and business plans are hereby incorporated by reference into this Agreement. Registry Operator's obligations pursuant to this paragraph shall be enforceable by ICANN and through the Public Interest Commitment Dispute Resolution Process established by ICANN ((posted at [url to be inserted when final procedure is adopted]), as it may be amended by ICANN from time to time, the "PICDRP"). Registry Operator shall comply with the PICDRP. Registry Operator agrees to implement and adhere to any remedies ICANN imposes (which may include any reasonable remedy, including for the avoidance of doubt, the termination of the Registry Agreement pursuant to Section 4.3(e) of the Registry Agreement) following a determination by any PICDRP panel and to be bound by any such determination. [Registry Operator to insert specific application sections here, if applicable] 3. ☐Registry Operator agrees to perform following specific public interest commitments, which commitments shall be enforceable by ICANN and through the PICDRP. Registry Operator shall comply with the PICDRP. Registry Operator agrees to	necessary for all of these statements of commitment and objectives to be transformed into binding contractual commitments, subject to compliance oversight by ICANN." In response to the GAC, the New gTLD Program Committee of the Board has approved a public comment period on a proposed Public Interest Commitments Specification as a mechanism to transform application statements into binding contractual commitments, as well as to give applicants the opportunity to voluntarily submit to heightened public interest commitments.

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	implement and adhere to any remedies ICANN imposes (which may include any reasonable remedy, including for the avoidance of doubt, the termination of the Registry Agreement pursuant to Section 4.3(e) of the Registry Agreement) following a determination by any PICDRP panel and to be bound by any such determination. [Registry Operator to insert specific commitments here, if applicable]	