

Contracting Information Request Guidance

PLEASE CAREFULLY READ THE INFORMATION CONTAINED IN THIS DOCUMENT IN PREPARATION FOR CONTRACTING WHERE YOU WILL BE ASKED TO SUBMIT ALL INFORMATION.

I. INTRODUCTION

To kick-off the contracting phase of the New gTLD application process (“Contracting”), ICANN will soon be sending all eligible applicants (released in prioritization draw order) a Contracting Information Request (CIR). The CIR, sent to the primary contact via the Customer Portal, is a specific list of requests for information and documentation that must be provided by applicants in order to proceed through the Contracting process and towards execution of the Registry Agreement. Response to the CIR must be provided via the Customer Portal. Applicants are encouraged to start preparing CIR responses as soon as possible and in advance of receiving their formal contracting eligibility notification. ICANN will accept CIR responses immediately from notified applicants. After ICANN receives a completed CIR, the application will proceed to the next step of the contracting process. The timing of receipt of the applicant’s completed CIR response submittal will determine the order it proceeds through the contracting process.

All applicants are responsible to provide complete and accurate information as requested in the CIR. All CIR responses must follow the CIR Guidance and meet all the minimum requirements as described in the gTLD Applicant Guidebook and Registry Agreement. In addition, all CIR response attachments must be provided in either a .doc, .docx or .pdf format. Adhering to these requirements will allow ICANN to efficiently review the information provided in the CIR response and to generate a draft Registry Agreement as quickly as possible. Subsequent contracting correspondence between Applicant and ICANN will also be initiated via the Customer Portal.

The information provided below is intended to assist applicants in completing the CIR, including advance preparation of responses prior to receipt of formal eligibility notification. Additional information and details regarding the Contracting process can be found at the following URL:
<http://newgtlds.icann.org/en/applicants/agb/base-agreement-contracting>.

NOTE, ALTHOUGH INFORMATION CONTAINED IN YOUR NEW GTLD APPLICATION MAY BE INCORPORATED INTO THE REGISTRY AGREEMENT, ELEMENTS OF YOUR APPLICATION THAT DEVIATE FROM THE REGISTRY AGREEMENT MUST BE IDENTIFIED AND RESOLVED, AS APPROPRIATE, PRIOR TO EXECUTION OF THE REGISTRY AGREEMENT. FOR AVOIDANCE OF DOUBT, IN THE EVENT OF A CONFLICT BETWEEN THE REGISTRY AGREEMENT AND THE APPLICATION, THE EXECUTED REGISTRY AGREEMENT SHALL CONTROL.

II. INFORMATION REQUESTS AND INSTRUCTIONS

This section will highlight and describe the key elements required to complete the CIR. To move through the Contracting process efficiently, it is imperative that applicants understand each key element and follow the instructions below to minimize any potential delays.

1. POINTS OF CONTACT

A. Each applicant must designate a Contracting Point of Contact. This individual will be the contact authorized and responsible to address all matters relating to Contracting on the applicant's behalf. If the Contracting Point of Contact is the same individual as the Primary Contact designated in the application, you may indicate so in the CIR. If it is not the same individual, you will be required to provide the following information for the Contracting Point of Contact:

- i. Name
- ii. Title
- iii. Business Mailing Address
- iv. Email Address
- v. Phone and Fax Number

B. Each applicant must specify the Authorized Signatory to the Registry Agreement. This individual must have legal right and authority to execute a Registry Agreement with ICANN on behalf of Applicant. If the Authorized Signatory is already named in Question 11 of the application, you may indicate so in the CIR, and are required to provide that individual's name.

If the Authorized Signatory was NOT listed in applicant's response to Question 11 of the application, you must provide the below information. The Authorized Signatory may be subject to further review.

- i. Name
- ii. Title
- iii. Business Mailing Address
- iv. Email Address
- v. Phone and Fax Number

C. Each applicant must designate a Notices point of contact. This individual will be the contact authorized to receive "General Notices" as contemplated in Section 7.9 of the current draft Registry Agreement. You will be required to provide the following information for the Contracting Point of Contact:

- vi. Name
- vii. Title
- viii. Business Mailing Address
- ix. Email Address
- x. Phone and Fax Number

2. EXHIBIT A, APPROVED SERVICES

Pursuant to **Article 2.1 and Exhibit A of the Registry Agreement**, any additional registry services or modifications to the required registry services must be specifically identified in Exhibit A. Any such

additional registry service(s) or modifications to the required registry services referenced should align with services defined in your response to question 23 or other responses within the relevant Application. If no additional registry services or modifications to the required registry services were provided in the application, CQ responses, or outreach efforts, you may indicate so in the CIR.

3. CONTINUED OPERATIONS INSTRUMENT (COI)

You will be asked to attach the most current version of your COI to your CIR response. If the most current COI differs from the COI upon which the Initial Evaluation and approval of the application was based, attach both COIs with the submitted CIR response. As required under **Section 2.12 and Specification 8 of the Registry Agreement**, please provide a suitably executed Continued Operations Instrument (the “COI”) issued by a recognized Financial Institution. COIs should be submitted via postal mail to:

ICANN

Attention: Registry Agreement Contracting - COI
12025 Waterfront Dr. Suite 300
Los Angeles, CA USA
90094-2536

The COI must be in the form of an Irrevocable Standby Letter of Credit or Irrevocable Cash Escrow Deposit. *While not exhaustive*, key terms and information required to be included in the COI are outlined below.

- **Treatment** – A COI must be submitted for each individual Registry Agreement for each gTLD String and will apply exclusively to the gTLD String referenced in the Agreement and the relevant Application. COIs submitted in conflict with this requirement will be treated as exceptions and be subject to additional review which may adversely impact Contracting timelines.
- **Term** – The COI must be in force for a period of 6 years from the Effective Date of the Registry Agreement. If Applicant is unable to obtain the aforementioned terms, the COI may reflect a 1-year term provided (1) it includes an “evergreen” provision for extension without amendment for an indefinite period of time, and (2) the terms of the COI are subject to ICANN review and approval.
- **Expiration/ Termination** – The COI must include a provision for the Financial Institution to give the Beneficiary at least 30 days advance notice in writing of termination, expiration, and/or intention to non-renew the COI, and must entitle the Beneficiary to draw funds under the original COI prior to expiry if a replacement COI meeting all requirements is not in place prior to the original COI expiry or termination date.
- **Funding** – The COI must provide funding to cover the cost of three (3) years of an Emergency Backend Registry Operator for Critical Registry Functions.
- **Beneficiary** – ICANN (or its identified designee) must be named sole Beneficiary to the COI and be entitled to unconditional release of funds upon Beneficiary’s presentation of a duly completed draw certificate.

- **Consent** – ICANN’s consent is required for amendments, waivers or assignment of the COI.
- **COIs Requiring an Original** – Some COIs states that presentation of an original is required in order to draw down against the instrument. If the COI you are providing includes a statement to this effect, an original must be provided to ICANN before the Registry Agreement can be executed.

ICANN is aware that some applicants have experienced issues with obtaining an acceptable COI. Therefore, ICANN is implementing a process to identify deficiencies with previously submitted individual COIs. ICANN will be reviewing COIs and contacting applicants, in prioritization draw number order, to provide guidance on curing any existing deficiencies.

The following link provides an example of an acceptable Continued Operations Instrument for an Irrevocable Standby Letter of Credit:

<http://newgtlds.icann.org/en/applicants/agb/loc-irrevocable-standby-21jun13-en.docx>

4. CHANGES TO APPLICATION DATA

Applicants must notify ICANN of **any** changes to the information provided in its Application using the published change request process found here: <http://newgtlds.icann.org/en/applicants/customer-service/change-requests>. Any such changes to the Application must be documented in detail to ICANN. All approved, public-facing change requests are subject to a 30-day comment period. Applications may not proceed to the next step until the 30-day comment period has elapsed. Some change requests may require re-evaluation. If you have any changes to your application, you must indicate so by checking the correct box in the CIR.

5. CROSS-OWNERSHIP RELATIONSHIPS

As required per **Section 5.1.4 of Module 5 of the gTLD Applicant Guidebook**, provide a statement indicating any cross-ownership interest a) held in any registrar, or reseller of registered names, b) interest that, as a registrar or reseller of registered names, is held in name of Applicant, and, or c) if Applicant controls, is controlled by or is under common control with any registrar or reseller of registered names. If cross-ownership interests exist, you must indicate so by checking the correct box in the CIR and will be required to attach a statement disclosing such interests in .doc, .docx or .pdf format to your CIR response. Your cross-ownership interest disclosure statement should include the following information:

- a. Entity Type (e.g., reseller or registrar)
- b. Applicant Ownership/Relationship to Entity:
- c. Entity Name (legal name and type)
- d. Entity Accreditation(s)
- e. Entity Contact Name (e.g., CEO, CFO, etc.)
- f. Title
- g. Mailing Address
- h. Phone and Fax Number

The following link provides an example of an acceptable disclosure statement of cross-ownership interests: <http://newgtlds.icann.org/en/applicants/agb/cross-ownership-disclosure-21jun13-en.docx>

6. SPECIFICATION 9, CODE OF CONDUCT

Specification 9 of the Registry Agreement states that a Registry Operator may request an exemption to the Code of Conduct if “Registry Operator demonstrates to ICANN’s reasonable satisfaction that (i) all domain name registrations in the TLD are registered to, and maintained by, Registry Operator for its own exclusive use, (ii) Registry Operator does not sell, distribute or transfer control or use of any registrations in the TLD to any third party that is not an Affiliate of Registry Operator, and (iii) application of this Code of Conduct to the TLD is not necessary to protect the public interest.” If you will be requesting an exemption to the Registry Operator Code of Conduct, you must indicate so by checking the correct box in the CIR and provide a written statement in .doc, .docx or .pdf format with the submitted CIR response.

7. SPECIAL CONSIDERATIONS – IGO/GOVERNMENTAL ENTITIES, AND COMMUNITY APPLICANTS

The CIR will require Applicant to identify if it is an IGO/Governmental entity, a Community applicant, or a combination thereof, and will require the following information be provided:

In the case of Government/IGO applicants:

- Attach documentation in support of applicant’s designation as Government/IGO
- All documentation submitted must be on official letterhead of the designated Government/IGO.

In the case of Community applicants:

- Pursuant to ***Article 2.19 of the Registry Agreement***, any community registration policies must be specifically identified in Specification 12. Any such community registration policies should align with those submitted in applicant’s response to question 20 (e) of your relevant Application.

8. CHANGES TO THE REGISTRY AGREEMENT

The CIR will require the applicant to indicate if it intends to request changes to the terms and conditions of the base Registry Agreement. If so indicated, the applicant can either attach the requested changes in .doc, .docx or .pdf format with the submitted CIR response, or applicant can indicate their desire to request proposed changes by checking the correct box. If requested changes are not attached to the submitted CIR response, a contract specialist will contact the applicant when the contract is assigned to initiate the discussion of proposed changes. Please be advised that any proposed changes to the terms and conditions of the Registry Agreement will lengthen the Contracting process and time to execution of the Registry Agreement.

The CIR will also permit applicants to indicate if they would like ICANN to consider a previously executed a Registry Agreement for another string as the baseline for the terms and conditions of the subject Registry Agreement. In such event, Applicant is required to identify the string in the CIR.