

March 12th 2012

Statement of Work No:[2]

ICANN New gTLD Program

**Application Evaluation Services – Community Priority Evaluation
and Geographic Names**

March 12th, 2012

Mr. Akram Atallah
Chief Operating Officer
Internet Corporation for Assigned Names & Numbers
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Mr. Atallah,

The Economist Intelligence Unit, NA, Incorporated ("**Panel Firm**") will provide the Internet Corporation for Assigned Names and Numbers ("**ICANN**") with professional services to assist in the new Generic Top-Level Domain (gTLD) program in relation to the Community Priority and Geographic Names Panels. This Statement of Work ("**SOW**") outlines the activities to be performed and work product to be provided along with anticipated professional fees and expenses. The engagement team is expected to begin work on or about June 2012 with targeted completion of this SOW within 12 to 20 months from that date. If these dates change due to changes or other circumstances impacting the gTLD program, ICANN and Panel Firm will adjust dates and the start time accordingly (and anticipated professional fees and expenses to the extent applicable) via a Change Request. It is acknowledged that any modification of professional fees and expenses may impact the allocation of applications to Panel Firm.

1. Background

This SOW is entered into pursuant to the *New gTLD Program Consulting Services Agreement* between Panel Firm and ICANN dated 26 July 2011 ("**Master Agreement**").

Unless expressly defined in this SOW, any capitalized terms will have the meaning given to them in the Master Agreement. In this SOW, "Panelist" has the same meaning as "Panelist" or "Evaluation Panelist" in Section 2.4.3 of the Applicant Guidebook.

2. Scope and Objectives

The objectives of this SOW are to outline the scope, approach, activities and deliverables related to providing panel evaluation assistance to ascertain whether each application assigned to Panel Firm (subject to any conflict handling) has successfully met the criteria set forth in the *19 September 2011 New gTLD Applicant Guidebook* ("**Applicant Guidebook**"). Panel evaluation services will be conducted by applying scoring or other criteria in the Applicant Guidebook as well as the guidance provided in the mandatory evaluator training and the gTLD Evaluation Principles Guide provided by ICANN and developed for evaluation panels. Panel Firm will provide evaluation panel services to ICANN during the opening round¹ ("round one") of the new gTLD application program for the following appointed panel(s):

- **Community Priority Evaluation Panel**

This panel will be responsible for reviewing each (subject to conflicts as dealt with below) community-based application in Contention Sets, where community priority evaluation has been elected, to determine if the application fulfils the community priority criteria pursuant to the requirements outlined in Applicant Guidebook Section 4.2 Community Priority Evaluation.

The review will occur during the String Contention resolution period following the end of Initial Evaluation and/or Extended Evaluation, if applicable. The objectives and scope of the community priority evaluation panel will be to score the assigned application on the four criteria described in the Applicant Guidebook. The results of this review will be comprised of individual scoring for each criteria, including rationale, and a panel summary for each application reviewed in a format defined by ICANN and agreed on by Panel Firm. The summary includes an overall pass/fail result. The Panel Firm will consider application information forwarded by ICANN, including Community Priority panel application comments.

Non-Responsive Information Redacted; Relates to Other Scope of Work Not Related to Community Priority Evaluation

¹ "opening round" is distinct from an application batch. The opening round may be broken-up into multiple batches at ICANN's discretion. This SOW covers services provided in all batches that comprise the first initial application round under the Applicant Guidebook.

3. Approach, Activities and Deliverables

Panel Evaluation Approach and Activities

As part of the String Contention phase, Panel Firm will perform the panel evaluation services outlined above for assigned applications. ICANN's new gTLD Program Office ("**Program Office**") will assign applications for evaluation by Panel Firms generally based on a number of factors such as conflicts of interest with a particular applicant, scalability or capacity to complete timely evaluations. ICANN reserves the right to allocate applications to Panel Firm as it deems appropriate to ensure all application processing considerations and requirements are being met.

Note: "Panellist" has the same meaning as "Panelist" or "Evaluation Panelist" in Section 2.4.3 of the Applicant Guidebook.

The approach for evaluating each application is as follows:

String Contention Periods:

Note, the String Contention periods will occur in two separate phases. The first phase will run concurrent with Extended Evaluation and will cover applications that have passed Initial Evaluation and do not have any Objection(s) filed against them or associated GAC Advice presented to the Board. The second phase will run after the Extended Evaluation and Dispute Resolution Periods have closed and the Board has addressed any associated GAC Advice.

Review and Evaluate: Community Priority Evaluation (CPE)

The approach begins with the review and evaluation of the questions, related responses and supporting documentation provided by the applicants for each application. Panellists will perform the evaluation and analysis of the applicant's responses to the Community questions against the established criteria in the Applicant Guidebook and will follow the procedures outlined in the gTLD Evaluation Principles guide.

The detailed activities and analysis for the CPE during the String Contention resolution period are as follows:

1. Review each question, response and supporting documentation (where relevant). Note that ICANN will provide to Panel Firm all relevant and necessary information submitted to it as part of the application as well as supplemental material in support of the application as relates to its community status. Where Panel Firm determines

that additional application information or supporting material that ICANN has received is necessary to conduct the Community Priority Evaluation and requests that material, ICANN will provide it subject to any restrictions.

2. Establish that there is adequate information and supporting documentation to provide a basis for evaluation. If the information and supporting information is inadequate, Panellists will escalate to management according to the established Program Office processes. Adequate information and supporting documentation is defined as follows:
 - a. Complete – the response and supporting documentation provided by the applicant is sufficient for the Panel to perform the review
 - b. Appropriate – the response and supporting documentation provided by the applicant is relevant to the specific question and/or set of questions
3. Determine whether additional subject-matter support is required to interpret the supporting documentation provided by the applicant. For example, if the supporting documentation provided is in a language other than English, Panel Firm may translate the documentation or provide a subject-matter professional who would be similarly capable of reviewing and analysing the documentation. In addition, if the response and/or supporting documentation require additional technical expertise due to additional complexity, uniqueness, etc., Panel Firm will provide the necessary skill sets to review and analyse the documentation.
4. Evaluate the provided response and supporting documentation (where relevant) to each question to ascertain compliance to the Application criteria
5. Provide a recommended score according to the scoring schedule linked to each question or set of questions (i.e., 0 – fails requirement, 1/2- meets requirements, 2/3 – exceeds requirements).

Non-Responsive Information Redacted; Relates to Other Scope of Work Not Related to Community Priority Evaluation

Document and Summarize

As part of the overall panel evaluation approach, Panel Firm will document their evaluation activities and results and provide a summary of the analysis performed to reach the recommended result—Non-Responsive Information Redacted; Relates to Other Scope of Work Not Related to Community Priority Evaluation or a score, for Community Priority applicants—by question or area in the application. Documentation of the evaluation activities and results will be prepared and a summary of the rationale for each score will be documented in the TLD Application System (TAS) according to guidelines established by the Program Office and agreed on by Panel Firm.

The detailed activities to document and summarize the Community Priority evaluation and analysis are as follows:

1. Document the evaluation and analysis for each question to demonstrate how the Panellist determined a score for each question based on the established criteria
2. Provide a summary of the rationale and recommended score for each question.

Complete and Support

As part of the overall panel evaluation approach, Panel Firm will perform an internal management/quality control review of the completed evaluation activities and approve the rationale and recommended result—Non-Responsive Information Redacted; Relates to Other Scope of Work Not Related to Community Priority Evaluation or a score, for Community Priority applicants—prior to submitting to ICANN. In addition, Panellists and/or Panel Firm management will also provide ad-hoc support and documentation as requested by ICANN's Quality Control function as part of the overall gTLD evaluation quality control process (see Quality Control below).

The detailed activities to complete and support the Community Priority Evaluation and analysis are as follows:

1. Review the evaluation and analysis performed by the Panellists and the summary of the rationale and recommended scores based on overall reasonableness and adherence to the established criteria in the Applicant Guidebook and the gTLD Evaluation Principles guide.
2. Approve the rationale and recommended scores to finalize and complete the evaluation
3. Provide an overall summary of the evaluation, rationale, and recommended scores to ICANN for final review and approval

Quality Control

Panel Firm acknowledges that consistency of application processing is a key success factor for the new gTLD program. As such, ICANN is requiring certain critical phases of application processing be subject to a Quality Control (QC) program.

The QC program will consist of procedural/administrative completeness checks. It is planned that the QC program will review a total of 35% of applications for procedural completeness.

Further details of Panel Firm's obligations under the QC program are described in Section 8 below.

Panel Evaluation Key Deliverables

The key deliverables for panel evaluations are as follows:

- A completed Evaluator Template (from the New gTLD Evaluation Principles guide) for each application reviewed;
- A summary of the rationale and recommended score for each question for CPE applicants; and
- Non-Responsive Information Redacted; Relates to Other Scope of Work Not Related to Community Priority Evaluation

In general, the above will be captured via TAS or as otherwise reasonably requested in the event of the Contingency Plan in Section 7 below.

A matrix outlining the program responsibilities for the above steps and deliverables is contained in Exhibit C of this SOW.

**** Note:** While the detailed documentation of the evaluation analysis is not a key deliverable to ICANN, Panel Firm will provide copies of application evaluation work paper documentation to ICANN if requested. Refer to Section 9(B). Retention Requirements.

Project Management Approach

Panel Firm will provide on-going project management support in an effort to facilitate the completion of evaluation activities to be on time and within budget (to the extent within Panel Firm's control). As part of the overall gTLD program, Panel Firm's project management team will work with the Program Office to ensure that the evaluations are completed consistently and completely in adherence to the Applicant Guidebook and in accordance with processes established by the Program Office.

Panel Firm will establish a project management approach to manage, coordinate and monitor the evaluation activities based on Panel Firm's proprietary engagement management standards and ICANN's gTLD Program Governance requirements. Panel Firm will tailor certain project management processes to directly support the Program Office governance processes. These include:

- Status reporting – Panel Firm will manage evaluation activities progress for each application and provide reasonable on-going status updates to the Program Office as defined in the governance procedures and agreed on by Panel Firm. Panel Firm will manage resources and overall capacity for its evaluation services and provide status update reports to the Program Office as reasonably requested.
- Conflict check - Panel Firm will implement a process to identify and communicate potential conflicts of interest to support Program Office application allocation process
- Other support – Panel Firm will provide support, as reasonably requested by the Program Office, as it relates to its appointed evaluation panels including:
 - Issue management – the processes to ensure program level issues are identified and resolved in a timely manner to minimize the impact to the execution of the gTLD Program.
 - Vendor management – the processes necessary to manage all aspects of the vendor relationship including contract administration and performance.
 - Resource and budgeting – the processes to manage scheduling (scalability & capacity) of resources and program budget across all phases of the gTLD program.

- Communication – the processes to manage communication between various key stakeholders to ensure accurate and timely flow of information as reasonably required
- Continuous Improvement – the processes to identify and implement improvements to the overall gTLD program. Panel firms, during status reporting, will provide feedback on process improvement opportunities as they are identified

Project Management Reporting

- Provide on-going status reports to Program Office to monitor progress, capacity, budget, and other areas as highlighted above.

An overview matrix summarizing the program responsibilities and deliverables is contained in Exhibit C of this SOW.

4. Conflict of Interest and Code of Conduct

Note: "Panellist" has the same meaning as "Panelist" or "Evaluation Panelist" in Section 2.4.3 of the Applicant Guidebook.

Panel Firm will ensure that its Panellists are advised and made aware of their obligation to comply with the Conflict of Interest Guidelines and Code of Conduct Guidelines (as set out in Section 2.4.3 of the Applicant Guidebook).

Each Panellist assigned is expected to have read and perform services in compliance with Conflict of Interest Guidelines and Code of Conduct Guidelines. ICANN may require Panellists to submit a signed acknowledgement in the format set out in Exhibit B of this SOW. ICANN may alternatively permit Panel Firm to collect and manage individual Panellists' signed acknowledgement consistent with Exhibit B of this SOW within its own consolidated and documented central register which ICANN (or its nominated QC service provider) may request to inspect and verify compliance.

In accordance with the Conflict of Interest Guidelines, Panel Firm will confirm its implementation of a satisfactory Conflict of Interest monitoring and disclosure protocol with ICANN.

Panel Firm will require that it and each Panellist working under this Statement of Work during the Compliance Period (as defined in the Applicant Guidebook) must:

- (a) Not engage in any direct or indirect communication with any Applicant regarding the gTLD application process; and
- (b) Obtain ICANN's prior written approval (which will not be unreasonably withheld or delayed) in relation to the content of any proposed press release or other public communication concerning the evaluation services, reference to ICANN as a

customer of the Panel Firm or any other subject matter under this SOW prior to any release or publication.

Panel Firm shall be entitled to decline any assigned application or applications it considers, in good faith, will raise the prospect of a conflict of interest or is inconsistent with its professional obligations or requirements. Panel Firm will promptly notify ICANN where it wishes to excuse itself from an assigned application or applications due to conflict or professional obligations. ICANN will re-assign any such application or applications to be evaluated by another panel firm.

ICANN understands that Panel Firm may discuss confidential information regarding gTLD application process handling, co-ordination and process improvements with other panel firms. Confidential information that specifically identifies an applicant or the commercial terms and conditions of the Master Agreement or this SOW must not be disclosed or shared with other panels firms.

5. Personnel and Contractors

Panel Firm will notify ICANN of any Panellists or project management personnel, including sub-contractors, being removed from this engagement within a commercially reasonable time frame after such event (e.g. no less than 30 days where practical, otherwise as soon practical) unless such removal is part of Panel Firm's ordinary resource management and scaling activities. In addition, ICANN reserves the right to:

- a. Direct the prompt removal of any Panellist or sub-contractor from the performance of evaluation services by written notice due to any material or ongoing breach of either the Code of Conduct or Conflict of Interest Guidelines by that individual;
- (b) By written notice for any other reasonable grounds in the interests of the new gTLD Program as determined by ICANN; and
- (c) Interview and reasonably reject/approve replacement candidates.

Panel Firm must:

- (a) Ensure that Panellists assigned to conduct evaluations have successfully completed the relevant new gTLD panellist training developed by ICANN;
- (b) Agree to be bound by the TLD Application System (TAS) Terms of Use (in the form set out in Exhibit A to this SOW and as may be generally amended by ICANN from time to time) in connection with any use of the TAS to perform the evaluation services under this SOW; and
- (c) Comply with the confidentiality obligations under the Master Agreement with ICANN.

Where Panel Firm engages independent third party sub-contractors to assist with the evaluation services, Panel Firm will ensure that each contractor is contractually bound by an obligation of confidentiality broadly consistent with the confidentiality obligations of the Panel Firm under the Master Agreement.

6. Service-Level Agreements

Unless otherwise indicated, to ensure ICANN is able to meet all published timelines in the Applicant Guidebook, Panel firm will comply with the following service level metrics:

- The initial set of Panellists for round one must successfully complete the gTLD Training Program
- Any subsequent Panellist joining at a later date must successfully complete the gTLD training program prior to commencing evaluation analysis
- A Conflict of Interest report (format and detail as determined by ICANN and agreed by Panel Firm) must be completed and submitted to ICANN within four weeks after the close of the Application Window, which is expected to be 12 April 2012
- Community Priority Panel -final evaluation results for an application will be provided to ICANN within 15 business days from being assigned. Note: time extensions as agreed will be allowed to address permitted exceptions such as clarifications by ICANN or from the Applicant.
- Non-Responsive Information Redacted; Relates to Other Scope of Work Not Related to Community Priority Evaluation

7. gTLD Program Contingencies

In addition to the termination provisions set forth in the Master Agreement, ICANN reserves the right, without prejudice to Panel Firm's rights in respect of fees and costs, to notify the Panel Firm that evaluation services under this SOW will be suspended or terminated (as the case may be) where ICANN determines that the New gTLD Program is being suspended or terminated due to external contingencies impacting the continuation of the New gTLD Program. This includes, but is not limited to, litigation initiated by a governmental authority or regulatory agency, a determination or directive from a court, governmental authority or regulatory agency with competent jurisdiction, or a threat to the security or stability of the Internet or the Domain Name System (DNS).

As noted in the Applicant Guidebook, if a significant number of applications are received beyond stated processing capacity, ICANN will invoke a batching process. Under these circumstances the processes and timelines outlined in this SOW (along, potentially, with the fees) will be impacted. ICANN will work with Panel Firm to determine the impact and agree upon a mutually acceptable approach.

In the event that the TLD Application System is or becomes unavailable for an unscheduled or extended period (including due to unauthorized security intrusions, hacking or denial of service attacks), ICANN will invoke its processing contingency plan and work with panels to receive evaluation results via an alternate, secure mechanism. Under these circumstances the processes and timelines outlined in this SOW may be impacted.

8. gTLD Program Quality Control (QC)

Panel Firm will reasonably co-operate and provide reasonably requested documentation to ICANN and its appointed independent Quality Control service provider for the purposes of helping it to verify that Panel Firm's evaluation services have been and are performed in accordance with QC Guidelines. ICANN agrees that its appointed independent Quality Control service provider will be bound by at least the same confidentiality undertakings as Panel Firm.

Reasonable written notice will be given to Panel Firm prior to any QC request.

The detailed activities to provide support to on-going gTLD evaluation process Quality Control requirements include the following:

1. For each completed application review, Panel Firm will complete an ICANN provided Application Evaluation Process Log (AEP Log) to confirm that all activities in the evaluation process have been properly completed. ICANN will agree upon the contents of the AEP Log with Panel Firm prior to commencement of evaluations.
2. For each application selected for procedural completeness review, the Panel Firm will provide evidence that all steps described above in "Panel Evaluation Approach and Activities" have been completed.
3. Access to working papers as required verifying Panel Firm's compliance.

Panellists and managers shall be available to participate in a resolution process in the event a discrepancy is found during QC. The above tasks are subject to change. Notification of any change will be communicated by ICANN and agreed to with Panel Firm.

9. Advisories and ICANN policies

(A) Security

Panel Firm will access ICANN's TLD Application System ("**TAS**") from a secure device (to an agreed level of security), and take reasonable security precautions within Panel Firm's networks and devices that are used to connect to TAS.

Panel Firm will either comply with reasonable written data security requirements that ICANN may provide from time to time in connection with performing the evaluation services or provide an explanation of why it is unable or unwilling to do so.

To the extent compliance with data security requirements results in a material change to the scope of services, schedule and/or fees/expenses for such services, ICANN will work with the Panel Firm to discuss the impact and agree a revision of costs and time schedules to reflect such circumstances, and formalise such changes via a Change Request

(B) Retention Requirements

All source documents created by Panel Firm or a Panellist in connection with any evaluation services (including Panel Firm and Panellist working papers and notes) must be retained for a minimum of 5 years from the completion of application reviews for the opening round. Panel Firm will provide copies of application evaluation working paper documentation to ICANN if requested.

(C) Advisories and Compliance

To the extent ICANN publishes or updates reasonable advisories and/or policies and notifies such advisories/policies/updates from time to time to evaluation panellists and the Panel Firm in relation to the performance of Evaluation Services, the Panel Firm will either comply with such advisories and/or policies or provide an explanation of why it is unable or unwilling so to do. Panel firm acknowledges that non-compliance with updates to reasonable advisories and/or policies may impact the allocation of applications for evaluation.

To the extent compliance with any new advisory or ICANN policy results in a material change to the scope of services, schedule and/or fees/expenses for such services, ICANN will work with the Panel Firm to discuss the impact and agree a revision of costs and time schedules to reflect such circumstances, and formalise such changes via a Change Request.

10. Terms and Conditions

This SOW is governed by the terms and conditions of the Master Agreement which are incorporated by reference.

The following provisions are agreed to be supplemental to the terms and conditions of the Master Agreement ("**Supplemental SOW Terms**"). To the extent of any inconsistency between the Supplemental SOW Terms and the Master Agreement, the Supplemental SOW Terms will prevail.

(a) Fees

In the event that Panel Firm evaluation services under this SOW are suspended or terminated by ICANN for any reason other than for breach by Panel Firm of the SOW or Master Agreement terms, Panel Firm will be entitled to full payment for services performed under this SOW up to the time of notification of suspension or termination of services.

(b) Panel Firm's role and use of the Panel Firm's name

The parties acknowledge and agree the following in relation to Panel Firm's role under this SOW:-

- (i) the Panel Firm acts as a service provider to ICANN, assessing applications and recommending an outcome, as well as to provide (as applicable) a written explanation setting out its rationale;
- (ii) ICANN will be free in its complete discretion to decide whether to follow Panel Firm's determination and to issue a decision on that basis or not;
- (iii) ICANN will be solely responsible to applicants and other interested parties for the decisions it decides to issue and the Panel Firm shall have no responsibility nor liability to ICANN for any decision issued by ICANN except to the extent the Panel Firm's evaluation and recommendation of a relevant application constitutes wilful misconduct or is fraudulent, negligent or in breach of any of the Panel Firm obligations under this SOW;
- (iv) each decision and all associated materials must be issued by ICANN in its own name only, without any reference to the Panel Firm unless agreed in writing in advance;
- (v) ICANN will make no use of the Panel Firm's name, brand or logo without its prior approval in writing, and where so approved, ICANN shall refer to EIU as an "Appointed Evaluation Panel Firm"; and
- (vi) ICANN will not identify Panel Firm evaluation services with any individual or specific applicants, applications or results of the evaluation except in accordance with this SOW and the Master Agreement.
- (vii) ICANN shall procure that each applicant agrees in advance that it will accept ICANN's final decision and waives any rights it may have to take any action against ICANN and its service providers (including, for the avoidance of any doubt, the Panel Firm).

11. Professional Fees

Confidential Business Information

Fees

Confidential Business Information

12. Change Control

(a) A "Change Request" is a request to amend this SOW or any document attached to it or referred to in this SOW. Either party may initiate a Change Request in writing. A Change Request will document details of the impact that the proposed change will have on any of the terms of this SOW and include, if relevant, any additional costs or timing changes.

(b) On receipt of a Change Request either party will use reasonable commercial efforts to respond within 5 business days (or other agreed extended period) of receipt as to their acceptance or otherwise of the Change Request.

(c) A Change Request shall become a "SOW Amendment" when the Change Request is agreed and signed by authorized representatives of both parties. An agreed SOW Amendment will be incorporated into this SOW and will amend this SOW as documented and agreed. The reasonable costs of implementing a SOW Amendment and any

amendments to the Professional Fees (if any) will be borne as set out in the SOW Amendment.

(d) If either party is unwilling to accept a Change Request suggested by the other (or any term of any Change Request) then this SOW will continue unchanged.

For Economist Intelligence Unit (Panel Firm)

For ICANN



Name: Vinay Shah

Title: Finance Director

Date: March 16, 2012



Name: AKRAM ATALLAH

Title: COO

Date: 3/19/12

[Exhibit A]

TLD Application System (TAS) Terms of Use & Privacy Statement

TLD APPLICATION SYSTEM (TAS) – TERMS OF USE – PANEL FIRM

THE FOLLOWING TERMS OF USE GOVERN ANY ACCESS OR USE OF THE INTERNET CORPORATION FOR ASSIGNED NAMES AND NUMBERS' ("ICANN") TLD APPLICATION SYSTEM ("TAS") BY EVALUATION PANEL FIRMS. PANEL FIRM AGREES TO BE BOUND BY AND COMPLY WITH THESE TERMS OF USE.

1. DEFINITIONS

"Commencement Date" means the date that the User receives a user name and password to access the TAS.

"Panel Firm" or "You" means an evaluation panel firm appointed by ICANN to evaluate assigned TLD application(s) under ICANN's new gTLD Program.

"User" means an authorized employee or contractor of a Panel Firm who has been provided access to the TAS.

2. AUTHORITY

You represent and warrant that Users are an employee or contractor of Panel Firm and have been authorized to access TAS on behalf of Panel Firm.

3. USE LICENSE

3.1 License Grant. Subject to complying with these Terms of Use, ICANN grants to You from the Commencement Date, a limited, non-sublicenseable, non-exclusive, non-transferable license to use the TAS ("License") for the sole purpose of reviewing and evaluating TLD application(s) assigned to Panel Firm.

3.2 Username and Password. You agree that any User TAS log-in and password must not be shared. You are responsible for maintaining the confidentiality of User account log-in and password information, and for the security of User's computer to access the TAS. In the event of a breach of security, You agree to immediately instruct Users to change their password and to promptly (and in any event, within one business day) notify ICANN of such breach in writing. You will remain liable for compliance with these Terms of Use and any use or activity of the TAS under your Users' log-in access (including any violations of these Terms of Use or if You allow another individual or organization to access or use the TAS using your Users' log-in credentials).

3.3 Restrictions. You must not: (a) reverse engineer, disassemble, decompile or otherwise attempt to access or determine TAS source code, (b) re-distribute or sublicense access to the TAS, or any part thereof, to any third party; (c) engage in any malicious or illegal behavior in connection with access or use of the TAS (including without limitation, submitting malicious code or engaging in other activity designed to compromise the availability, security or data of the TAS); (d) remove, modify or obscure any copyright, trademark or other proprietary rights notices that are contained in or on software accessed under this License; or (e) allow, assist or permit a third party to do any of the foregoing.

3.4 Technical Support. ICANN or a third party on ICANN's behalf will provide technical support for TAS services.

4. INTELLECTUAL PROPERTY RIGHTS

The TAS and all intellectual property rights therein, is licensed to You, not sold. All rights in the TAS not provided to You under these Terms of Use are expressly retained by ICANN and its licensors.

5. PERSONAL INFORMATION

You acknowledge that any personal or identifying information You consent to submit to the TAS is collected, stored and used for the purposes of processing and evaluating an application under ICANN's new gTLD Program. ICANN will handle personal information collected in accordance with its gTLD Program privacy statement at <http://newgtlds.icann.org/en/applicants/agb/program-privacy>, which is incorporated herein by this reference.

6. TERMINATION

6.1 ICANN may terminate the License if You commit a breach of any of the Terms of Use and if capable of remedy, fail to remedy the breach within fourteen (14) calendar days of receiving written notice from ICANN. Notwithstanding the foregoing, ICANN may immediately terminate the License if (a) You commit a breach of Section 3.3 or Section 8 of the Terms of Use, or (b) the contract between Panel Firm and ICANN with respect to the provision of evaluation services is terminated.

6.2 You may terminate the License and your personal login by written or email notification to ICANN via ICANN's customer support contact address.

6.3 In the event of termination, You must cease using the TAS. You further acknowledge that ICANN may terminate your Users' password, account and use of the TAS immediately upon the effective date of termination.

7. DISCLAIMER & LIMITATION OF LIABILITY

7.1 USE OF THE TAS AND THIS LICENSE IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. TO THE FULLEST EXTENT PERMITTED BY LAW, ICANN, ITS OFFICERS, DIRECTORS, EMPLOYEES, LICENSORS AND AGENTS DISCLAIM ALL WARRANTIES, EXPRESS OR IMPLIED, IN CONNECTION WITH THE TAS AND AN APPLICANT'S OR USER'S USE OF THE TAS. ICANN MAKES NO WARRANTIES OR REPRESENTATIONS ABOUT THE FITNESS FOR USE, NON-INFRINGEMENT, AVAILABILITY OR RELIABILITY OF THE TAS OR THAT THE TAS IS ERROR-FREE.

7.2 IN NO EVENT SHALL ICANN, ITS OFFICERS, DIRECTORS, EMPLOYEES, LICENSORS OR AGENTS, BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES WHATSOEVER RESULTING FROM ANY (I) ERRORS, MISTAKES, OR INACCURACIES IN THE TAS OR TAS DATA, (II) INJURY OR DAMAGE, OF ANY NATURE WHATSOEVER, RESULTING FROM ACCESS TO AND USE OF THE TAS, (III) INTERRUPTION OR CESSATION OF TRANSMISSION TO OR FROM THE TAS, (IV) BUGS, VIRUSES, TROJAN HORSES, OR THE LIKE, WHICH MAY BE TRANSMITTED TO OR THROUGH THE TAS BY ANY THIRD PARTY, (V) DENIAL OF SERVICE OR ANY MALICIOUS SECURITY EXPLOIT INVOLVING THE TAS, AND/OR (VI) LOSS OR DAMAGE OF ANY KIND INCURRED AS A RESULT OF ANY USE, COMPROMISE OR LOSS OF PERSONAL DATA AND CONTENT POSTED, TRANSMITTED, OR OTHERWISE MADE AVAILABLE VIA THE TAS, WHETHER BASED ON WARRANTY, CONTRACT, TORT, OR ANY OTHER LEGAL THEORY, AND WHETHER OR NOT APPLICANT OR USER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE FOREGOING LIMITATION OF LIABILITY SHALL APPLY TO THE FULLEST EXTENT PERMITTED BY LAW IN ANY APPLICABLE JURISDICTION.

8. THIRD PARTY PROVIDER SUBLICENSE TERMS

The TAS incorporates software licensed from Microsoft Corporation. You agree to the following terms and conditions in relation to use of these Microsoft products in accessing or using the TAS:

8.1 High Risk Use. You must not use the software under this License in any application or situation where the software failure could lead to death or serious bodily injury of any person, or to severe physical or environmental damage.

8.2 You must not remove any copyright, trademark, or patent notices contained in or on the software products under this License. You have no right under this agreement to use any Microsoft logos in any manner whatsoever. You must use the appropriate trademark, product descriptor, and trademark symbol (either "TM" or "@") and clearly indicate Microsoft's (or Microsoft's suppliers') ownership of such marks whenever a Microsoft product is first referenced in any written or visual communication. A listing of Microsoft's trademarks can be found at <http://www.microsoft.com/trademarks>. You must not undertake any action that will interfere with or diminish Microsoft's (or Microsoft's suppliers') right, title and/or interest in the trademark(s) or trade name(s). At Microsoft's request, You must provide samples of all your written or visual materials that use a Microsoft product name.

8.3 You acknowledge that your name, address, and country in which you are located may be provided to Microsoft in monthly end use reports under Microsoft sublicensing requirements.

9. GENERAL

9.1 ICANN may modify these Terms of Use via written or electronic notice to You. Any access or use of the TAS by You, following such notification, will be treated as your acceptance of the revised Terms of Use.

9.2 Sections 4 to 9 survive any termination or expiry of the License.

9.3 Any non-English translation of these Terms of Use that ICANN may make available are for convenience only. In the event of any inconsistency between the translated version and the English version, the English version of these Terms of Use will prevail.

9.4 These Terms of Use are governed by the laws of the State of California.

New gTLD Program

Personal Data Privacy Statement

The Internet Corporation for Assigned Names and Numbers' ("ICANN") respects and is committed to ensuring the protection of personal information collected from the Applicant and new gTLD Program participants, including users of the TLD Application System ("User"), and used in connection with new gTLD Program application process (the "Program"). ICANN will handle all personal information provided under the Program as described in this Personal Data Privacy Statement ("Privacy Statement").

By participating in the Program, including using the TLD Application System ("TAS"), the User and the Applicant accept the practices described in this Privacy Statement. In addition to this Privacy Statement, ICANN has established Terms of Use that set forth the general rules and policies governing the use of the TAS. You can review the Terms of Use by visiting www.ICANN.org/.

1. International Transfers

The Program may be operated and administered entirely outside the jurisdiction where the User and/or Applicant are domiciled. Please note that any personal information provided to ICANN in connection with the Program will be transferred to and processed in the United States. On his/her own behalf, and on behalf of the Applicant and each of its relevant personnel, the User hereby consents to these transfers, and is solely responsible for ensuring that the personal information provided to ICANN and its designees complies with the laws of the User's and Applicant's jurisdiction(s).

2. Personal Information Collection and Use

Application submission. The Program application submission generally involves the collection and use of minimal personal information. The types of personal information ICANN collects will be: name, postal address, telephone phone number, and email address. This personal information is used to initially process and administer the Program application, including background checks of certain Applicant's personnel. This information will also be used by ICANN, its service providers, and agents to provide general support services and to process TLD applications for the Program.

Application administration: As part of the application process, ICANN may request certain personal information about the Applicant's directors and officers, and other relevant personnel, such as full name, date of birth, city and country of primary residence and country of birth. ICANN and its service providers use this information to conduct necessary background checks and other evaluations as part of the Program's application process, in accordance with the requirements of the <Applicant Guidebook Terms and Conditions>. This use is based on consent provided by agreeing to the <TAS Terms of Use > and the <Applicant Guidebook Terms and Conditions>. In certain circumstances, the results of initial background checks may require ICANN to request additional personal information to conclude necessary background checks or other Program application evaluations.

Support information. ICANN receives personal information as part of general support queries, email, feedback, comment or other communications with our Customer Service Center or other ICANN staff regarding the Program. ICANN may retain those communications in order to process inquiries, respond to requests and improve the TAS. ICANN may include your personal information in publishing your comments or feedback on the ICANN website for the benefit of others or to comply with ICANN's accountability and transparency principles located at <http://www.icann.org/en/accountability/overview-en.htm> and disclosure policies located at <http://www.icann.org/en/transparency/didp-en.htm>. ICANN may monitor or record your call or communication sessions with the Applicant Support Center for quality assurance and staff training purposes, or as a record of communication.

Sensitive personal information. ICANN does not collect sensitive personal information (e.g. personal medical or health information, racial or ethnic origin, or political opinions, etc.) in connection with the Program. You will be notified if such sensitive personal information is necessary in connection with the Program, such as to conduct further background checks.

In addition, when using the TAS, ICANN may collect the following types of non-identifying information:

Automatically logged information: The TAS automatically records information that the browser sends whenever the TAS is used. This information may include information such as IP address, browser type, internet service provider (ISP), date/time stamp, page viewed, and other similar data. ICANN uses this information to administer the TAS, general web page analytics, track the use of TAS and to develop Program support. This information is not linked to personally identifiable information.

Cookies: Cookies and other user tracking devices (e.g., local shared objects) may be stored on the User's computer when using TAS. A cookie is a small text file that is stored on a user's computer for record-keeping purposes. ICANN uses session ID cookies to confirm that a User is logged in. These cookies terminate once the User closes the browser. ICANN may also deploy persistent cookies to improve TAS, including by storing user preferences and tracking user trends. While most browsers are set to accept cookies and other tracking devices by default, Users are always free to decline cookies if the browser permits, but some parts of TAS may not work properly. The browser manufacturer has information on changing the default setting for that specific browser. The User acknowledges the use of such tracking devices as noted in this Privacy Statement, and hereby consents to having such tracking devices stored on the User's computer.

3. Sharing of Personal Information

ICANN will share personal information with Program evaluation panelists, contractors and other agents for the purpose of processing TLD applications on ICANN's behalf, and providing other services for the Program. ICANN requires that these parties agree to handle this information in compliance with appropriate confidentiality obligations and security measures.

ICANN will provide personal information to third parties, government authorities and agencies as and when required to: (i) comply with applicable laws, regulations, legal process or enforceable governmental request; (ii) protect ICANN's or a third party's legal rights; (iii) receive contracted services or use of licensed products from third party providers; (iv) comply with any court order or legal proceeding; (v) comply with ICANN's accountability and transparency principles and disclosure policy; (vi) detect, prevent or otherwise address fraud or other criminal activity or errors, security or technical issues; or (vii) protect against imminent harm to the rights, property or safety of ICANN, our users or the public as required or permitted by law.

ICANN will not sell or otherwise share any personal information with third parties for marketing purposes. ICANN will not provide any personal information to third parties for commercial services in relation to the Program unless the User and/or the relevant Applicant personnel have given specific permission or direction.

4. Information Security and Integrity

ICANN will use industry standard safeguards, including firewalls, security patches and anti-virus programs to protect the confidentiality of personal information collected as part of the Program. When using TAS, personal information will be encrypted using secure socket layer technology ("SSL").

Access to personal information is restricted to ICANN staff, contractors and agents who need to know this information to manage the Program activities on behalf of ICANN. ICANN staff, contractors and agents will be bound by confidentiality obligations and, where appropriate, they may be subject to discipline, including termination and prosecution, if they breach these confidentiality obligations.

ICANN will take reasonable steps to ensure that personal information collected is relevant to its intended use and is complete.

ICANN's Program website contain links to other third party websites which are subject to the respective privacy policies of those third parties. ICANN is not responsible for the privacy practices of such linked third party sites, and their owners and operators.

Due to the open communication nature of the Internet, ICANN cannot represent, warrant or guarantee that communications stored on ICANN servers will be free from unauthorized access by third parties, loss, misuse or alterations. While ICANN will take reasonable and appropriate security measures noted above to protect against unauthorized access, disclosure, alteration or destruction of personal information received, ICANN DISCLAIMS ANY AND ALL LIABILITY FOR UNAUTHORIZED ACCESS OR USE OR COMPROMISE OF YOUR PERSONAL INFORMATION SUBMITTED THROUGH THE TAS. USERS AND APPLICANTS ARE HEREBY ADVISED THAT THEY SUBMIT SUCH PERSONAL INFORMATION AT THEIR OWN RISK.

5. Accessing and Updating Personal Information

The User and other authorized Applicant personnel may view stored personal information in relation to the Applicant and User profile, or a TLD application by accessing the relevant information screens within the TAS. As submitted information is used in evaluation checks and processes, submitted information cannot be modified without contacting our Customer Service Center. ICANN will endeavor to respond to requests to access, correct or update any other personal information ICANN retain in connection with the Program. Requests may be sent by email to our Customer Service Center at newgtld@icann.org.

ICANN will retain personal information stored on our servers in accordance with our general archival practices.

6. Changes to this Privacy Statement

Please note that ICANN may revise this Privacy Statement from time to time throughout the Program. ICANN will post any Privacy Statement changes on the Program's website. If the changes are material, ICANN may also provide notification via email according to the registered TAS log-in email for the Applicant. The Applicant's continued participation in the Program application process, including the User's use of TAS, after such change will be deemed acceptance by the User and the Applicant of the revised Privacy Statement.

7. Questions or Contacting ICANN

If you have any questions about this Privacy Statement, please feel free to contact ICANN at newgtld@icann.org or write to:

Att: Customer Service Center
ICANN
4676 Admiralty Way, Suite 330

Marina del Rey, CA 90292-6601
USA

Last revision: December 30, 2011 [to view archived versions, click [here](#)]

Exhibit B

Panelist Acknowledgement Form

I acknowledge and confirm that:

- (a) I have read and understand the Guidelines listed below; and
- (b) I must always comply with these Guidelines in connection with my performance of any Panellist evaluation work for ICANN's new gTLD Program.

Guidelines

Initials

Code of Conduct (Applicant Guidebook Section 2.4.3)

Conflict of Interest (Applicant Guidebook Section 2.4.3)

TAS Terms of Use

Name: _____

Signature: _____

Panel Firm: _____

Date: _____

Instructions:

1. A completed and signed form must be received and maintained by Panel Firm before a personal login for the TAS will be issued to a Panellist.

2. On request, Panel Firm will provide a copy of this form to ICANN's new gTLD Program Office.

If you have any questions in regards to this Form, please contact ICANN's new gTLD Program Office.

Exhibit C

Program Responsibilities

The following table is intended to be a general summary of key program responsibilities outlined in this SOW. This table is not intended to be an exhaustive list or replace other responsibilities set out in this SOW.

Evaluation Process Task		ICANN	Panel
0 Pre-Evaluation			
0.1	Agree to Code of Conduct		✓
0.2	Training participation and certification of evaluation panelists		✓
	Conflict of Interest		
0.3	Agree to conflict of interest policy		✓
0.4	Provide list of Applicants	✓	
0.5	Complete conflict of interest check against Applicant listing		✓
1 String Contention Procedures and Evaluation (Initial and Extended Evaluation, as applicable)			
1.1	Assign Application(s) to Panels	✓	
1.2	Collect & Provide Application Comments	✓	
1.3	Read & Consider Application Comments in Evaluation		✓
1.4	Request Clarifications to Applicant as Necessary		✓
1.5	Provide Clarifications to Applicant & Obtain Response	✓	
1.6	Consider Clarification Responses in Evaluation		✓
1.7	Evaluate & Score Question, Provide Summary		✓
1.8	Complete all Required Evaluation Templates		✓
1.9	Maintain evaluation documentation per ICANN retention policies		✓
1.10	Provide Evaluation Results, Summaries & Templates to ICANN		✓
2 Program Management			
2.1	Manage/Scale Resources based on application volume	✓	✓
2.2	Report Status (using required templates)		✓
2.3	Attend status & ad hoc meetings	✓	✓
	Quality Control		
2.4	Perform Issue Management	✓	✓
2.5	Document Issues (using required templates)	✓	✓
2.6	Attend issue tracking meetings	✓	✓
2.7	Perform QC Process Reviews	✓	
2.8	Respond to QC Info Requests		✓
2.9	Participate in QC Reconciliation as Applicable		✓
	Continuous Improvement (CI)		
2.10	Manage CI Processes/Implement Changes	✓	
2.11	Adopt & Integrate Changes	✓	✓
2.12	Participate in CI Meetings	✓	✓

Exhibit D

Confidential Business Information

