

ICANN 47 Durban: New gTLD Contracting Session
– 15 July 2013
Additional Questions & Answers

We receive many questions during presentations that go unanswered due to time constraints. Because all participant questions are important, we've provided responses to these unanswered questions below.

1. Contracting Information Request (CIR)

Q1.1: Why is ICANN accepting Contracting Information Requests on an "as they come basis?" This creates a disadvantage for applicants located outside of the Pacific Time Zone. A more equitable solution would be to batch CIRs once per week and then process them based on prioritization number.

A1.1: ICANN is processing CIR responses that are deemed complete on an "as they come basis" in order to optimize efficiency. ICANN has multiple resources processing responses to CIRs and engaging with applicants through the Contracting process. Additionally, ICANN is sending out CIR notifications at a rate of 40 per week, which allows ICANN to scale its available resources to achieve a timely review of CIR responses. Because there is more than one person within ICANN processing CIR responses, applicants that respond quickly to the CIR – regardless of which time zone the applicant is in – are not expected to be negatively impacted by processing on an "as they come basis".

Q1.2: Could you clarify the relationship between the CIR and application amendments? Can we amend our application through CIR or must we finish amendments before submitting our CIR?

A1.2: Applicants can only amend or change their application through the published Change Request process found here: <http://newgtlds.icann.org/en/applicants/customer-service/change-requests>. Changes or amendments to applications must be approved by ICANN and undergo a subsequent 30-day comment period before an applicant will receive a CIR and an invitation to Contracting. Change requests submitted after ICANN has sent an applicant a CIR must be completed prior to the applicant being allowed to proceed to the next step in the Contracting process.

Q1.3: Regarding the 30-day public comment period required when application changes are submitted via the CIR form – where would this information be published and why 30 days? We're concerned about exposing confidential information, such as contact details or signatory names.

A1.3: Change Requests may not be submitted via the CIR ([Review the Change Request Process](#) for details). Information on ICANN-approved Change Requests can be found by using the [Current Application Status](#) section of the New gTLD microsite. Confidential information will continue to remain confidential. Note: CIR responses will not be published, however the Registry Agreement and the Supplement to Registry Agreement, if applicable, will be published. The public may comment on an application during the 30-day period following a change request here: <https://gtldcomment.icann.org/comments-feedback/applicationcomment/>.

2. Cross-Ownership

Q2.1: Should we expect delay if we disclose cross-ownership in our CIR? If so, how long?

A: Cross-ownership will not affect the processing of your CIR. However, once your CIR is deemed complete and proceeds to ICANN review, cross-ownership could slow ICANN's ability to create an executable Registry Agreement. Examples of situations where creating a Registry Agreement may be slowed include:

- Applicant's disclosure of cross-ownership information that requires further review; and
- A decision by ICANN to refer the cross-ownership to competition authorities for further review.

Q2.2: Will ICANN confirm all cross-ownership business relationships? How long is this expected to take?

ICANN will review all statements of cross-ownership interests that are submitted. The length of time to review statements of cross-ownership is dependent on the nature of the relationship(s) and whether further review by ICANN and/or a referral to competition authorities is needed. Cross-ownership statements that do not require further review by ICANN and/or a referral to competition authorities should not experience a delay in the Contracting process.

3. Exhibit A

Q3.1: Is a second level variant domain name an additional service that needs to be declared in Exhibit A in a Contracting Information Request? Can you provide information on further steps for applicants that will submit this sort of CIR?

A3.1: IDN variants at the second level are an additional Registry Service which must have been included in the application and successfully reviewed by the Registry Services panel. This Registry Service must be included in Exhibit A in order for a Registry Operator to provide this service. ICANN and the applicant jointly develop the Exhibit A. To

see an example of Exhibit A language on IDN variants, please see section 2.2 of the [.游戏/xn--unup4y Agreement](#).

4. Registry Agreement

Q4.1: Will all signed Registry Agreements be published? If so, how soon after execution will publication occur?

A4.1: Yes. All signed Registry Agreements will be published on the [Registry Agreements page of icann.org](#) as soon as possible after being fully executed.

Q4.2: If nonstandard provisions are agreed to in a Registry Agreement, must the nonstandard agreement go through any kind of public comment process before becoming final?

A4.2: If a Registry Agreement contains nonstandard provisions, ICANN may require the Agreement to undergo a review by the ICANN Board of Directors. In cases where a review by the ICANN Board is required, the nonstandard provisions of the Registry Agreement would be subject to a 42-day Public Comment period prior to Board consideration.

5. Other

Q5.1: Can you define “use” with regard to the exemption of Code of Conduct? Moreover, what measures will ICANN take to ensure that registries are complying with Code of Conduct rules?

A5.1: The January 2012 [Knowledge Base](#) article entitled “New gTLD Registry Agreement Q&A” (see 5, question 2) defines “use” in the context of Specification 9, Code of Conduct as follows:

“Use’ in this context is meant to refer to the power to alter content with respect to the domain name, to manage the domain name and to take other actions necessary for the maintenance of the domain name. Passive visiting of a domain name by a third party is not ‘use’ for these purposes. If third-parties are permitted to use a website to post their own profiles or other content, then the domain name is not being used for the ‘exclusive use’ of the Registry Operator. A Code of Conduct exemption will be based on a facts and circumstances review of the Registry Operator’s TLD operating model, but generally the Registry Operator must have exclusive control over the content and management of any domain name within the TLD in order to qualify for an exemption.”

As with all contractual obligations between contracted parties and ICANN, compliance with the Code of Conduct – a requirement of the Registry Operator under the Registry Agreement – will be handled through ICANN’s Contractual Compliance Department.

Q5.2: Can you provide any further guidance or clarity as to what constitutes an "affiliate" or "non-affiliate" in the context of the Spec 9 Registry Operator Code of Conduct exemption?

A5.2: The definition of an affiliate can be found in Section 2.9(c) of the [Base Registry Agreement](#). Additionally, ICANN is developing a process for applicants and Registry Operators to request exemptions from the Code of Conduct. Once finalized, ICANN will publish the process and a sample exemption request on the [Contracting/Registry Agreement](#) page of the New gTLD microsite.