ICANN
ICANN | 53
Buenos Aires
21-25 JUNE 2015
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# Registry Outreach

Contractual Compliance| ICANN 53 | 25 June 2015

# Agenda

- Brief Update Since ICANN 52
  - Registry Agreement Lessons Learned Summary
  - Systems Update
  - Communicating with Contractual Compliance
  - Registry Metrics Update
  - SLA Monitoring Proposed Changes
- Questions & Answers

Additional Slides Provided in Appendix:

- Audit Update
- RA Lessons Learned Guidelines
- Process Guidelines & Clarifications
- Policy Efforts
- Contractual Obligations Guidelines

# RA Lessons Learned Summary

1

**Abuse Contact Data**
Required elements to be published

2

**Zone File Access Requirements (CZDS)**
Reasons for denial of access

3

**Controlled Interruption (CI)**
Complying with Name Collision Assessment Letter(s)

4

**Uniform Rapid Suspension (URS)**
Complying with lock and suspension requirements

5

**List of Registered Domain Names (LORDN)**
Clarifications on uploading LORDN files to the Trademark Database

# Systems updates since ICANN 52

## Improvements based upon community & contracted party feedback:

- Include ticket IDs and standardize subject headings for closure notices
- Provide auto confirmation email to all responses received by ICANN between 1st Inquiry/Notice and the closure notice
- Soft launch of registrar weekly report of open (and recently closed) tickets
- Email Registrar@ICANN.org to sign-up for the Compliance Weekly Report
- Add closure reason for complaint being closed for "ICANN issue"
- Ensure automated closure notices are sent to the proper contacts

## Other improvements:

- Integrate compliance@icann.org into complaint processing system
- Automate sending anonymous complaints by masking reporter information when requested
- Clarify and simplify wording in the communication templates
- Additional speed/automation improvements

# Communicating With Contractual Compliance

## Tips for communicating with ICANN Contractual Compliance

- Whitelist emails from icann.org
- Check that your mail servers are not blocking emails from ICANN
- Reply to compliance notices ASAP and state what you are doing
  - But no later than notice deadline
  - Early response allows for follow up and collaboration if insufficient
- Do not change the subject lines in any way when responding to compliance notices
- Make sure response + attachments are less than 4 MB size total

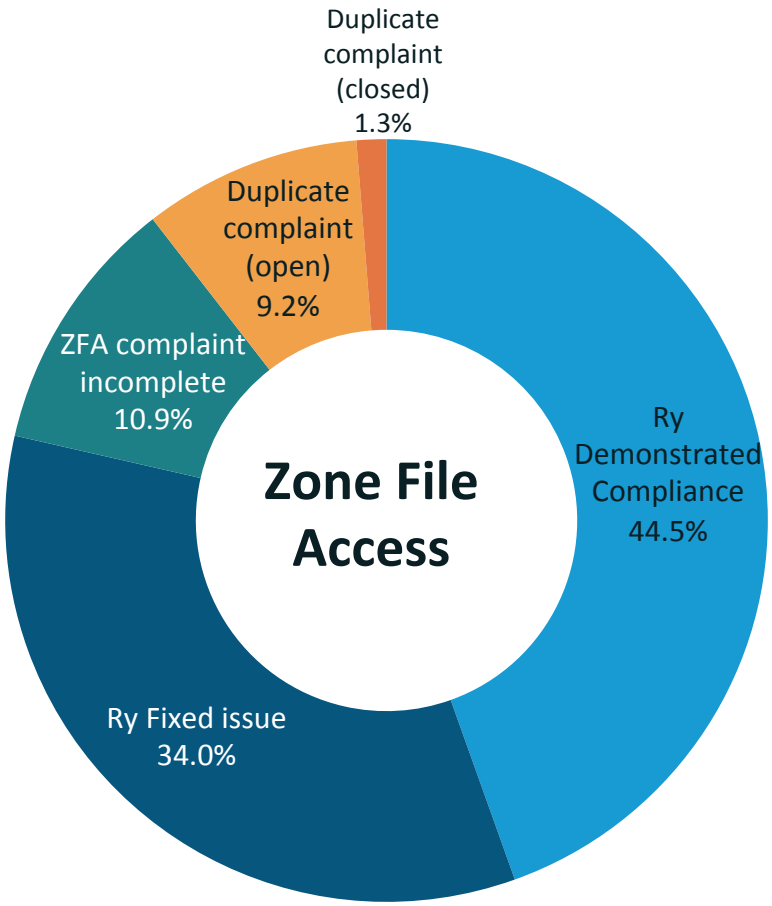
# Registry Metrics Update (January – May 2015)

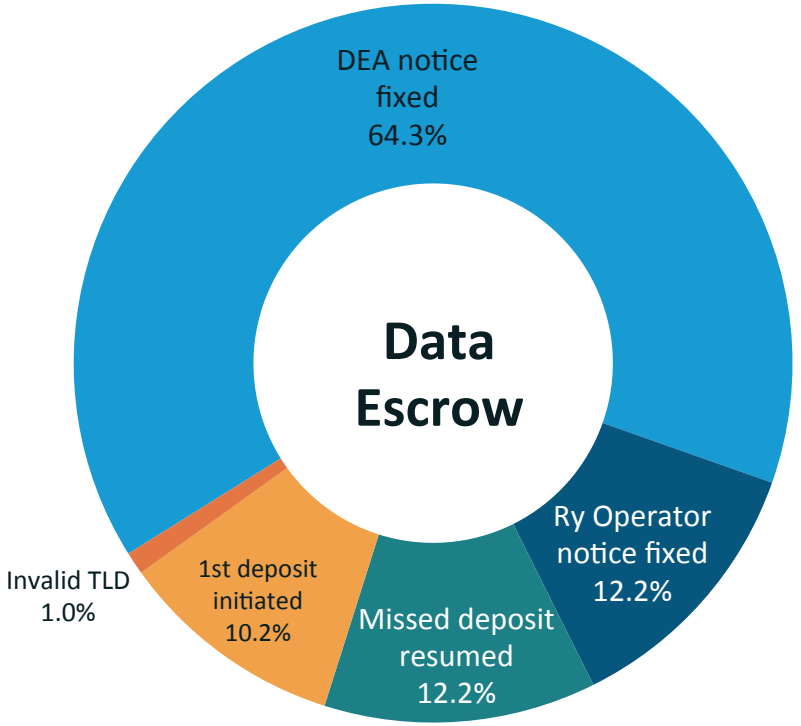
| Registry Complaints | Quantity Received | Closed before 1st inquiry / notice | ICANN Issue |
|---|---|---|---|
| ZONE FILE ACCESS | 312 | 70 | 0 |
| REGISTRY DATA ESCROW | 133 | 2 | 3 |
| SLA | 101 | 51 | 0 |
| REGISTRY OTHER | 73 | 41 | 1 |
| RESERVED NAMES/CONTROLLED INTERRUPTION | 61 | 33 | 0 |
| CODE OF CONDUCT | 56 | 8 | 0 |
| REGISTRY FEES | 51 | 1 | 0 |
| MONTHLY REPORT | 33 | 2 | 0 |
| ABUSE CONTACT DATA | 24 | 8 | 0 |
| BRDA | 23 | 1 | 0 |
| URS | 20 | 15 | 0 |
| BULK ZFA | 15 | 1 | 1 |
| RR-DRP | 9 | 10 | 0 |
| PIC | 7 | 7 | 0 |
| SUNRISE | 7 | 6 | 0 |
| MISCONDUCT | 1 | 0 | 0 |
| CLAIMS SERVICES | 1 | 1 | 0 |
| BANKRUPTCY | 0 | 2 | 0 |
| Total | 927 | 259 | 5 |

| Formal Notices | Volume |
|---|---|
| Volume Breach | 0 |
| Volume Non-Renewal | 0 |
| Volume Suspension | 0 |
| Volume Termination | 0 |

| Registry Turn Around Time (TAT) | (in days) |
|---|---|
| Avg TAT 1st Notice | 6.4 |
| Avg TAT 2nd Notice | 6.1 |
| Avg TAT 3rd Notice | 8.0 |

# Registry Complaint Types & Top Closure Reasons (January – May 2015)



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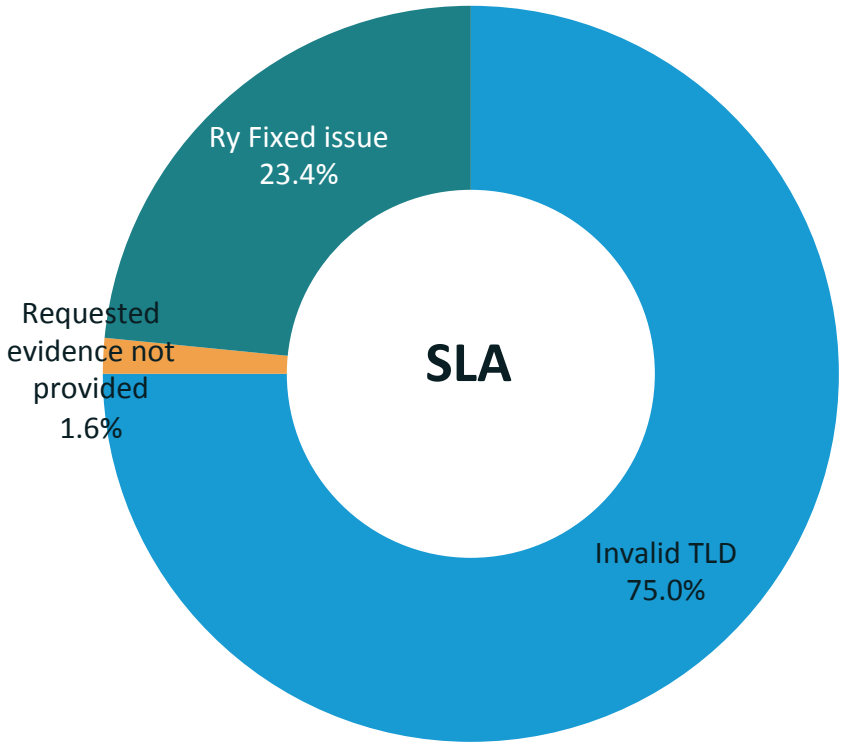


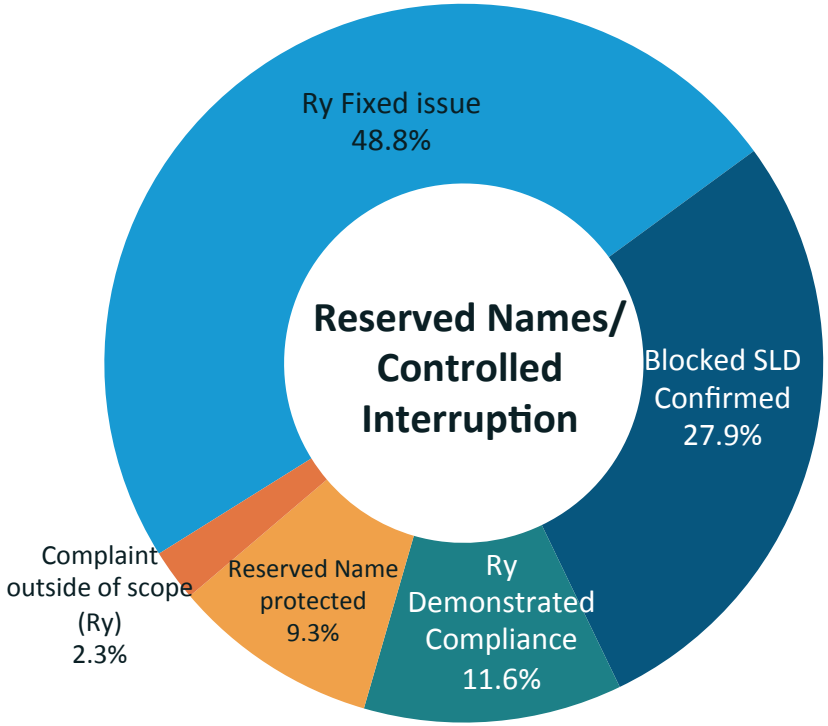

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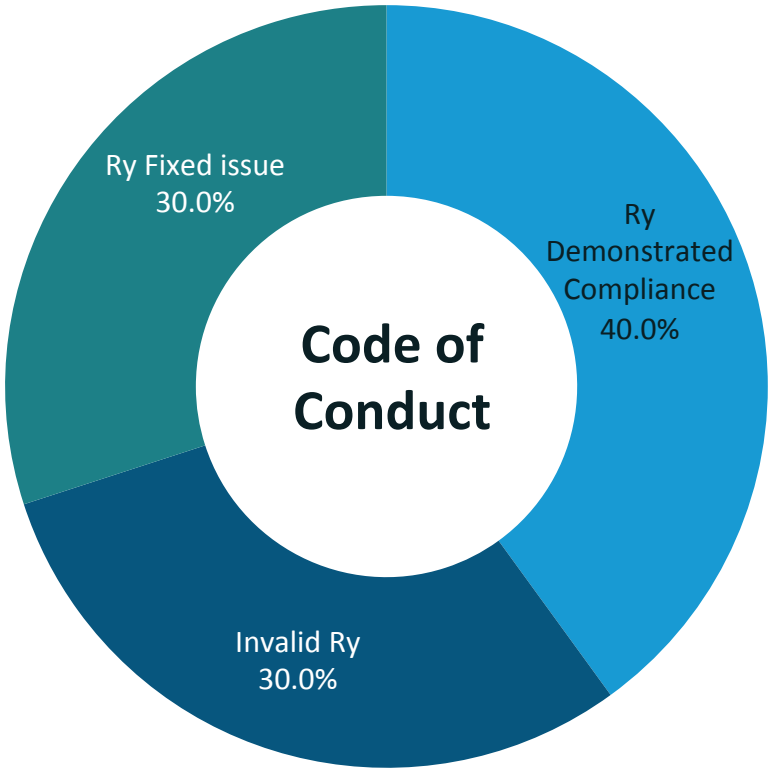


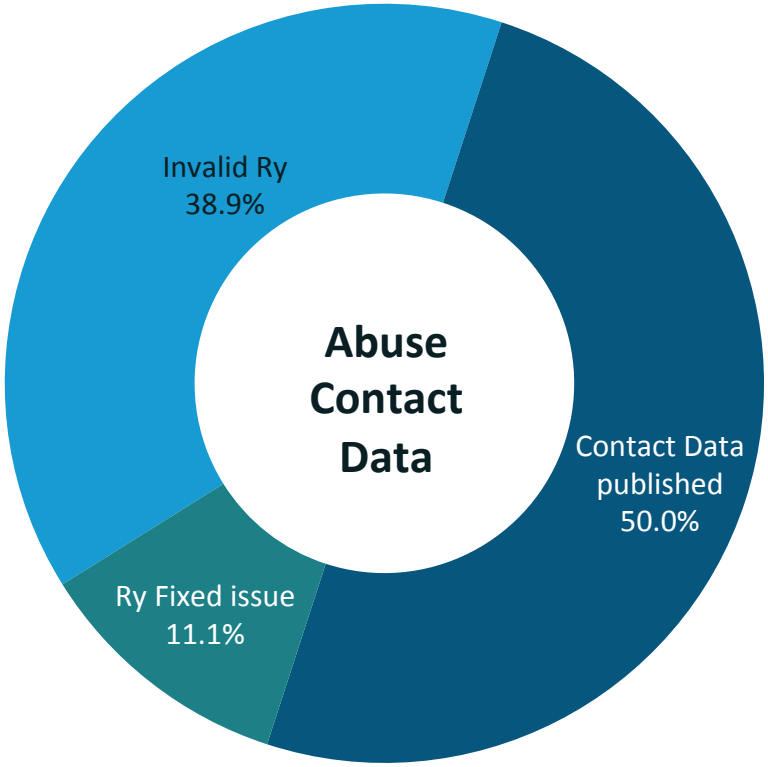

# SLA Monitoring Proposed Changes

# Updates to SLA Monitoring Communications

## Specification 10 of the Registry Agreement – EBERO Thresholds

- Currently: ICANN's SLA Monitoring system sends automated alerts to Registry Operators when certain thresholds are met
  - Registry Operators have been non-responsive/slow to respond
- Proposed: Additional communications sent to Registry Operators and Registry Service Providers that require acknowledgement
  - SLA Monitoring alerts: emails and calls to Registry Operators and Registry Service Providers at initial alert and 10%, 25%, 50%, 75% and 100% of threshold
  - Compliance notices: escalated notice initially and breach notice at 100% of emergency threshold to Registry Operators

# SLA Monitoring Communications: DNS-DNSSEC

| Trigger: | Communication type: | Means: | To RO Contacts: |
|---|---|---|---|
| Initial incident | Compliance Escalated Notice | Auto Email + Efax + Call | Email: Primary, Legal, Compliance, Technical, 3 Emergency contacts<br>Efax: Compliance contact<br>Call: Compliance contact |
| 10%, 25%, 50% & 75% | Tech Svcs SLA Monitoring Alert | Auto Email + Auto Call | Email: Primary, Legal, Compliance, Technical, 3 Emergency contacts<br>Call: Any of 3 Emergency contacts |
| 100% | Tech Svcs SLA Monitoring Alert | Auto Email + Auto Call | Email: Technical, 3 Emergency contacts<br>Call: Any of 3 Emergency contacts |
| 100% | Compliance Breach Notice (upon validation) | Email + Efax + Courier + Web | Email: Primary, Legal, Compliance contacts<br>Efax: Legal contact<br>Courier: Legal contact<br>Web: Breach published on icann.org |

# SLA Monitoring Communications: RDDS

| Trigger: | Communication type: | Means: | To RO Contacts: |
|---|---|---|---|
| 10% | Tech Svcs SLA Monitoring Alert<br><br>Compliance Inquiry Notice | Auto Email + Auto Call<br><br>Auto Email | SLA Email: Technical, 3 Emergency contacts<br>SLA Call: Any of 3 Emergency contacts<br>Compliance Email: Primary, Legal, Compliance contacts |
| 25% & 50% | Tech Svcs SLA Monitoring Alert | Auto Email + Auto Call | Email: Primary, Legal, Compliance, Technical, 3 Emergency contacts<br>Call: Any of 3 Emergency contacts |
| 75% | Tech Svcs SLA Monitoring Alert | Auto Email + Auto Call | Email: Technical, 3 Emergency contacts<br>Call: Any of 3 Emergency contacts |
| 75% | Compliance Breach Notice (upon validation) | Auto Email + Efax + Courier + Web | Email: Primary, Legal, Compliance contacts<br>Efax: Legal contact<br>Courier: Legal contact<br>Web: Breach published on icann.org |
| 100% | Tech Svcs SLA Monitoring Alert | Auto Email + Auto Call | Email: Primary, Legal, Compliance, Technical, 3 Emergency contacts<br>Call: Any of 3 Emergency contacts |

# Questions & Answers

## Send compliance questions

To: compliance@icann.org

Subject line: ICANN 53 Registry Outreach Session

**The ICANN 53 presentations are available at**:

- The outreach page at this link
  https://www.icann.org/resources/compliance/outreach

- The ICANN 53 Schedule page at this link
http://buenosaires53.icann.org/en/schedule-full
for access to meeting objective, audio and material by meeting.

# Appendix

- Audit Activities Update
- RA Lessons Learned Guidelines
- Policy Update
- Process Guidelines & Clarifications
- Contractual Obligations Guidelines

# Audit Activities since ICANN 52

**New Registry Agreement Audit Program**

- Launched another round in March 2015
- 11 Registries selected
- Scheduled to complete July 2015
- The audit report will be published in September 2015

**What's Next?**

- Preparing for 2013 RAA and future rounds of the new RA audits

Link to the ICANN Contractual Compliance Audit Page:
https://www.icann.org/resources/pages/audits-2012-02-25-en

# New Registry Agreement – March 2015 Audit

- Sample of 11 new gTLD Registry Operators selected for audit
- March 2015 RA Audit Outreach presentation can be found at this link: https://www.icann.org/resources/compliance/outreach

# New Registry Audit – Preliminary Results

| Issue | Importance |
|---|---|
| Variances or missing data in Data Escrow file vs. DNS vs. BRDA vs. zone file | Correct processing and maintenance of registration data is required for restorability and to protect consumers |
| Monthly reports: number of domains incorrectly reported | Inaccurate domain counts may result in incorrect reporting to public and over or underpayment of fees |
| Abuse contact data: missing or incorrect | Abuse contact data serves the community's needs to report abuse |
| Orphan Glue Records: orphan glue records found in zone file | Orphan glue records are prone to be used for malicious purposes. |
| Registry-Registrar Agreements: required abuse provision missing | Contract language regarding abuse informs the community and promotes security |

# New Registry Audit – Preliminary Results

| Issue | Importance |
| --- | --- |
| Business Continuity Plan does not exist or is not tested | To ensure that Registry operations will continue in case of failure of the main Registry system. |
| Instances of trademarked domains (covered labels) not included in LORDN file | Trademark owners are not informed about their trademark being registered |
| Registry stated that it will use only TMCH certified Registrars; but some weren't certified | To ensure non-preferential treatment of Registrars |
| Security threats: technical analysis not performed | Technical analysis and threat handling procedures essential to identifying and addressing threats efficiently |

# Registry Agreement Provisions under Consideration

| | Registry Agreement Clause | Audit Objective / Community Value |
|---|---|---|
| **GENERAL REPRESENTATIONS AND COMPLIANCE WITH POLICIES** | | |
| 1 | Article 1.3 Representations and Warranties. 1.3 (a) ii. | To confirm that Registry Operator is still in good standing since application process. |
| 2 | Article 2.2 Compliance with Consensus Policies and Temporary Policies | To obtain an assurance that Registries are complying with applicable Consensus Policies – UDRP; Registry Services Evaluation Policy and Added Grace Period |
| **DATA ESCROW SPECIFICATIONS COMPLIANCE** | | |
| 3 | Article 2.3 Data Escrow; Specification 2 | To confirm that content of the escrow deposits are per the contract and Registries are in good standing with DEAs. |

# Registry Agreement Provisions under Consideration

| | Registry Agreement Clause | Audit Objective / Community Value |
|---|---|---|
| **COMPLIANCE WITH POLICIES & SPECIFICATIONS** | | |
| 4 | Article 2.4 Monthly Reporting; Specification 3 | To confirm the monthly Per-Registrar Transactions Report accurately represents the number of active domains. |
| 5 | Article 2.5 Publication of Registration Data (Whois); Specification 4 | To confirm compliance with Specification 4 (specifically Sections 1.4 – 1.7). |
| 6 | Article 2.6 Reserved Names; Specification 5 | To confirm that Names that Registry Operators are obligated to reserve are actually reserved. |
| 7 | Article 2.6 Specification 6. Name Collision Occurrence Assessment (Blocked Second Level Domain Names) | To confirm that names that Registry Operators are obligated to block are actually blocked. |

# Registry Agreement Provisions under Consideration

| | Registry Agreement Clause | Audit objective / Community value |
|---|---|---|
| **COMPLIANCE WITH POLICIES & SPECIFICATIONS** | | |
| 8 | Article 2.7 Registry Interoperability and Continuity; Specification 6 | To confirm that Registry Operators have BCP (Business Continuity Plan) and it includes key provisions.<br>To confirm that Registry Operator addresses orphan glue records appropriately (according to Spec 6, 4.2). |
| 9 | Article 2.7 Specification 6, 1.5 IPv6 | To confirm that Registry Operator is able to accept IPv6 addresses. |
| 10 | Article 2.8 Protection of Legal Rights of Third Parties - (TMCH) Sunrise & Claims Periods; Specification 7 | To confirm that Registry Operator implemented and adhered to the rights protection mechanisms (“RPMs”) specified in Specification 7. |

# Registry Agreement Provisions under Consideration

| | Registry Agreement Clause | Audit objective / Community value |
|---|---|---|
| **COMPLIANCE WITH POLICIES & SPECIFICATIONS** | | |
| 11 | 2.14 Registry Code of Conduct; Specification 9 Parts A, B, D | To confirm compliance with Code of Conduct. |
| 12 | Article 2.17 Additional Public Interest Commitments; Specification 11 | To confirm that Registry Operator complies with its public interest commitments as incorporated into Specification 11 of the Registry Agreement. |
| 13 | Article 2.19 Community- Based TLDs Obligations of Registry Operator to TLD Community; Specification 12 | To confirm that Registry has a written Registration Policy and complied with it. |
| 14 | Specification 13. BRAND TLD PROVISIONS; 5.1 (ii) | To confirm that only Registry Operator, its Affiliates, or Trademark Licensees register domain names and control the DNS records associated with domain names at any level in the TLD. |

# Registry Agreement
# Lessons Learned Guidelines

# 1. Abuse Contact Data

## Required Elements to be Published & Guidance under Specification 6

- Email address, mailing address and primary contact (may be role-based)
- On TLD's webpage referencing abuse reports: ensure valid email address, postal address and primary contact
  - Many TLDs are publishing email address, but missing postal address and primary contact for reports by postal mail
- Links to abuse reporting forms ok, but forms must be *in addition to* publishing email address
- Must be evident that abuse reports may be sent to the general postal address being displayed, if used for abuse reporting

# 2. Zone File Access Requirements (CZDS)

## Replying to Requests & Reasons for Denial under Specification 4

- Agreement is not explicit on when TLD must reply to requests for zone file access
  - Be reasonable, open and transparent
  - Establish, publish and adhere to policy that informs end-users by when they should reasonably expect a response
  - ICANN inquiry forwards user complaints about pending requests
- Three reasons for denying access under Specification 4:
  - Failure to satisfy credentialing requirements of Section 2.1.2
  - Incorrect or illegitimate credentialing requirements of Section 2.1.2
  - Reasonable belief that requestor will violate terms of Section 2.1.5

# 3. Name Collision, Controlled Interruption

## Complying with Assessment Letter(s) and Approved CI Methodologies

- Ensure compliance with Wildcarded Controlled Interruption or Wildcarded Second Level Domain (SLD) Controlled Interruption
  - 4 Aug 2014 Assessment letter
  - 12 Sep 2014 SLD Variations Letter
- Ensure zone files are available for ICANN review
- Ensure no SLDs on the SLD Block List are delegated
- Remove Pre-Delegation Testing (PDT) domains from zone file

# 3. Name Collision, Controlled Interruption (CI)

**1**

**TLDs delegated on or after 18 Aug 2014**

- No activation of names (other than nic.tld ) for 90 days after delegation
- The TLD chooses when to start Controlled Interruption
- Implement CI per Section 1 of Name-Collision Occurrence Assessment (the "Assessment")

**2**

**TLDs delegated before 18 Aug 2014 and names activated other than nic.tld**

- The TLD chooses when to start CI; meanwhile, blocking SLDs on Alternate Path to Delegation (APD) List
- Once CI starts, implement per Section II of Assessment and 12 Sep 2014 SLD Controlled Interruption Variations
- After CI period ends, may release APD List per Section II (c) of Assessment

**3**

**TLDs delegated on or after 18 Aug 2014 and no names activated, other than nic.tld**

- The TLD chooses when to start Controlled Interruption
- Choose whether to follow Section I or II of the Assessment
- Implement CI per the chosen section of the Assessment

# 4. Uniform Rapid Suspension (URS)

## Complying with lock and suspension requirements

- Within 24 hours of receiving notice of complaint from URS provider, Registry Operators must lock the domain
  - Restrict all changes to registration data – including transfer and deletion
- Registry Operator must notify the URS provider immediately upon lock
- Upon receipt of determination, Registry Operator immediately suspends name and redirects nameservers to Provider' informational URS site
  - Whois shall reflect the name is not able to be transferred, deleted or modified for the life of the registration
- Lock, suspension and notification requirements must be met regardless of weekends, holidays or other absences

# 5. List of Registered Domain Names (LORDN)

## Clarifications on submitting LORDN files to the Trademark Database (TMDB)

- TMCH Functional Specification requires LORDN files to be submitted to TMDB within 26 hours of effective allocation for Sunrise and Claims registrations
- LORDN files required for all Claims period registrations, including those occurring in Claims periods reopened by TLD a Claims period
- TMDB Claims period clock begins at 00:00 UTC and ends at 23:59 UTC
    - If TLD starts/stops Claims period at alternative times, it may receive inquiries for missing Claims notices from trademark holders

# Policy Efforts and Updates

# Policy and Working Group Efforts

## Actively contributing to the following Working Groups

- Public Interest Commitments Security Framework
- Registration Data Directory Service
  - Effective 31 January 2016: Advisory on Whois Clarifications & Additional Whois Information Policy (AWIP)

Process Guidelines and Clarifications

# Informal Resolution Process Guidelines

## Notice

- Sent regarding an alleged area of noncompliance
- Proactive compliance monitoring (if above applies)
- Complaint from third party (upon validation)

Note: Subject line will indicate whether Notice or Inquiry

VS

## Inquiry

- Information gathering is required
- No known compliance violation
- Proactive compliance monitoring effort (if above applies)

Note: Non-response to Inquiry may result in a Notice

Escalated compliance notices apply to compliance matters that:

- Require immediate resolution
- Are a repeat of a matter that was claimed to be previously cured
- Are grounds for termination (e.g., insolvency, conviction, stability issue)

# Informal Resolution Process – Clarifications

- Deadlines are generated on UTC time
- Due dates advance at 00:00 UTC
- Staff processing across 3 global hubs
  - Notices or inquiries sent on same day may have different deadlines

# Informal Resolution Process – Clarifications

NOTE: Early response allows for follow up and collaboration

- ICANN will generally send a follow up for:
  - Insufficient response received before due date and time remains
  - Insufficient response received early and ICANN review/response past due date
  - Extension requested by contracted party by due date (with reason)
  - Clarification requested by contracted party before due date
- ICANN will advance to next phase for:
  - No response from contracted party
  - Insufficient response received near or on due date

# Informal Resolution Process – Contacts

ICANN staff uses various contacts in the informal resolution process

- Registrars: 1-2-3 notices sent to designated email contacts depending on complaint type; primary contact is also copied on 3rd notice and sent 3rd notice fax
- Registries: 1-2-3 notices and 3rd notice fax sent to compliance contact; primary contact and legal notice contact also copied on 3rd notice
- Reminder calls are made to contracted parties after 2nd and 3rd notices (if response is insufficient)
  - Primary contact for registrars and compliance contact for registries
  - Telephone numbers are encouraged to be direct lines (rather than general customer service lines), with voicemail

# Contractual Obligations Guidelines

# Registry Program Scope

- The Registry Agreement and applicable Consensus Policies
- The Dispute Resolution Procedures
  - Public Interest Commitments
  - Community Registration Restrictions
  - Trademark Post-Delegation
  - Uniform Rapid Suspension
- The Sunrise Processes
- The Claims Services Processes
- The Audit is limited to the representations and warranties in Article 1, and the covenants in Article 2

# Selected Obligations Due Upon Signing of the RA

- Comply with Temporary & Consensus Policies, as applicable (Spec 1)
- Reserve Special Domain Names (Spec 5)
- Meet Interoperability/Continuity Standards(Spec 6)
- Implement Rights Protection Mechanisms (Spec 7)
- Maintain Continued Operations Instrument (Spec 8)
- Comply with Code of Conduct (Spec 9)
- Comply with Public Interest Commitments (Spec 11)
- Implement Community Registration Policies, as applicable (Spec 12)
- Pay Registry RPM Access Fees (Article 6)
- Comply with Name-Collision Occurrence Assessment

# Selected Obligations Due Upon Delegation

- Ensure Daily Escrow Deposits are made and that Escrow Agent delivers daily verification notifications (Spec 2) & Registry notifies ICANN
- Submit Monthly Reports (Spec 3)
- Operate a WHOIS service & web-based RDDS per Spec 4
- Grant access to ICANN of daily Zone File (Spec 4, Section 2.3)
- Grant access to ICANN of weekly Thin Registration Data (Spec 4, Section 3)
- Maintain Registry Performance (Spec 10)

# Comply with Temporary & Consensus Policies

- Consensus Policies are developed by the community and adopted by the ICANN Board

- Temporary Policies are ICANN Board-established specifications or policies necessary to maintain stability or security of Registrar Services, Registry Services, DNS or Internet

# Reserved Names

## Article 2.6 & Specification 5 of the Registry Agreement

- In part for Registry Operations and Marketing
- Other Requirements
  - Two-character labels at the second level (unless otherwise approved by ICANN)
  - Names on the list of Inter-governmental organizations (IGO), at the second level
  - Names on the list of International Olympic Committee, International Red Cross & Red Crescent, at the second level
  - Country and Territory names at all levels (and IDN variants as applicable)

# Registry Interoperability & Continuity Specifications

## Specification 6 of the Registry Agreement

- Compliance with Standards: DNS, EPP, DNSSEC, IDN, IPv6, IDN Tables
  - Comply with relevant Request For Comments (RFC)
  - Sign the TLD zone files implementing Domain Name System Security Extensions (“DNSSEC”) sign its TLD zone files implementing Domain Name System Security Extensions
  - Comply with the ICANN IDN Guidelines
  - Accept IPv6 addresses as glue records in its Registry System and publish them in the DNS
- Comply with Approved Registry Services & Wildcard Prohibition
- Establish a Business Continuity Plan & Conduct Annual Testing
- Publish Abuse Contact Data & Establish Process for Malicious Use of Orphan Glue Records
- Requirements about Initial & Renewal Registrations
- Comply with Name Collision Occurrence Management

# TMCH Rights Protection Mechanisms (RPM)

## Specification 7 of the Registry Agreement

- Comply with Trademark Clearinghouse Rights Protection Mechanisms Requirements
- Comply with all dispute resolution procedures
  - Uniform Rapid Suspension
    - Lock domain within 24 hours of notice by URS provider and perform actions required upon notification of URS decision
  - Registry Restriction Procedure and Trademark-Post Delegation Procedure
    - Perform remedial actions if reporter of dispute prevails

# Improper Allocation / Earmarking

## Trademark Clearinghouse RPM Requirements Sections 2.1.1 & 2.2.4

- Definition: to “Allocate” is to “designate, assign, or otherwise earmark” a Domain Name
- Subject to exceptions, Registry Operator cannot Allocate name to registrant that is not a Sunrise-eligible rights holder prior to Allocation or registrations of all Sunrise-Registrations
- Improper Allocation occurs regardless of sunrise preemption or whether the earmarked name was converted to a registration

# Uniform Rapid Suspension

## Specification 7 of the Registry Agreement

- Registry must lock domain in dispute under URS within 24 hours of receipt of Notice of Lock from URS Provider
  - If URS Provider submits complaint to ICANN, 1-2-3 expedited notices (24 hours each) to registry operator
- Registry must perform steps in Section 10.2 of URS procedure upon receipt of URS Determination in favor of complainant
  - ICANN enforces based on report by complainant that prevailed

# Registration Restriction Dispute Resolution Procedure

## Specification 7 of the Registry Agreement

- Comply with community registration policies per Article 2.19 and Specification 12
- ICANN conducts preliminary review of complaint to ensure it is complete, has claim of non-compliance with at least one registration restriction and that reporter is in good standing
- If report passes initial review, complaint is sent to Registry Operator; if dispute remains unsettled reporter may file complaint with approved Service Provider

# Continued Operations Instrument (COI)

## Specification 8 of the Registry Agreement

- COI for sufficient financial coverage of critical registry functions of Section 6 of Specification 10 (EBERO Thresholds)
  - 6 years from effective date of Registry Agreement
  - If terminated or not renewed, required to obtain replacement COI
- No amendment without ICANN approval
- Subject to review and/or audit to determine sufficiency based on number of domains under management
  - EBERO agreement fee table provides guidance

# COI Guidance – EBERO Agreement Fee Table

https://www.icann.org/resources/pages/ebero-2013-04-02-en

**EXHIBIT D-1**

**Standard Emergency Event Fee Table**

| DUM | EBERO Fee | DUM | EBERO Fee | DUM | EBERO Fee | DUM | EBERO Fee | DUM | EBERO Fee |
|---|---|---|---|---|---|---|---|---|---|
| 1 | $ 18,000 | | | | | | | | |
| 500 | $ 18,000 | 30,500 | 47,826 | 60,500 | 92,016 | 90,500 | $ 128,016 | 120,500 | $ 154,496 |
| 1,000 | $ 18,000 | 31,000 | 48,636 | 61,000 | 92,616 | 91,000 | $ 128,616 | 121,000 | $ 154,864 |
| 1,500 | $ 18,000 | 31,500 | 49,446 | 61,500 | 93,216 | 91,500 | $ 129,216 | 121,500 | $ 155,231 |
| 2,000 | $ 18,000 | 32,000 | 50,256 | 62,000 | 93,816 | 92,000 | $ 129,816 | 122,000 | $ 155,599 |
| 2,500 | $ 18,000 | 32,500 | 51,066 | 62,500 | 94,416 | 92,500 | $ 130,416 | 122,500 | $ 155,967 |
| 3,000 | $ 18,000 | 33,000 | 51,876 | 63,000 | 95,016 | 93,000 | $ 131,016 | 123,000 | $ 156,335 |
| 3,500 | $ 18,000 | 33,500 | 52,686 | 63,500 | 95,616 | 93,500 | $ 131,616 | 123,500 | $ 156,703 |
| 4,000 | $ 18,000 | 34,000 | 53,486 | 64,000 | 96,216 | 94,000 | $ 132,216 | 124,000 | $ 157,070 |
| 4,500 | $ 18,000 | 34,500 | 54,306 | 64,500 | 96,816 | 94,500 | $ 132,816 | 124,500 | $ 157,438 |
| 5,000 | $ 18,000 | 35,000 | 55,116 | 65,000 | 97,416 | 95,000 | $ 133,416 | 125,000 | $ 157,806 |
| 5,500 | $ 18,000 | 35,500 | 55,926 | 65,500 | 98,016 | 95,500 | $ 134,016 | 125,500 | $ 158,174 |
| 6,000 | $ 18,000 | 36,000 | 56,736 | 66,000 | 98,616 | 96,000 | $ 134,616 | 126,000 | $ 158,542 |
| 6,500 | $ 18,000 | 36,500 | 57,546 | 66,500 | 99,216 | 96,500 | $ 135,216 | 126,500 | $ 158,909 |
| 7,000 | $ 18,000 | 37,000 | 58,356 | 67,000 | 99,816 | 97,000 | $ 135,816 | 127,000 | $ 159,277 |
| 7,500 | $ 18,000 | 37,500 | 59,166 | 67,500 | 100,416 | 97,500 | $ 136,416 | 127,500 | $ 159,645 |
| 8,000 | $ 18,000 | 38,000 | 59,976 | 68,000 | 101,016 | 98,000 | $ 137,016 | 128,000 | $ 160,013 |
| 8,500 | $ 18,000 | 38,500 | 60,786 | 68,500 | 101,616 | 98,500 | $ 137,616 | 128,500 | $ 160,381 |
| 9,000 | $ 18,000 | 39,000 | 61,596 | 69,000 | 102,216 | 99,000 | $ 138,216 | 129,000 | $ 160,748 |
| 9,500 | $ 18,000 | 39,500 | 62,406 | 69,500 | 102,816 | 99,500 | $ 138,816 | 129,500 | $ 161,116 |
| 10,000 | $ 18,000 | 40,000 | 63,216 | 70,000 | 103,416 | 100,000 | $ 139,416 | 130,000 | $ 161,484 |
| 10,500 | $ 18,697 | 40,500 | 64,026 | 70,500 | 104,016 | 100,500 | $ 139,784 | 130,500 | $ 161,852 |
| 11,000 | $ 19,394 | 41,000 | 64,836 | 71,000 | 104,616 | 101,000 | $ 140,152 | 131,000 | $ 162,220 |
| 11,500 | $ 20,092 | 41,500 | 65,646 | 71,500 | 105,216 | 101,500 | $ 140,519 | 131,500 | $ 162,587 |
| 12,000 | $ 20,789 | 42,000 | 66,456 | 72,000 | 105,816 | 102,000 | $ 140,887 | 132,000 | $ 162,955 |
| 12,500 | $ 21,486 | 42,500 | 67,266 | 72,500 | 106,416 | 102,500 | $ 141,255 | 132,500 | $ 163,323 |
| 13,000 | $ 22,183 | 43,000 | 67,860 | 73,000 | 107,016 | 103,000 | $ 141,623 | 133,000 | $ 163,691 |
| 13,500 | $ 22,880 | 43,500 | 68,886 | 73,500 | 107,616 | 103,500 | $ 141,991 | 133,500 | $ 164,059 |
| 14,000 | $ 23,578 | 44,000 | 69,696 | 74,000 | 108,216 | 104,000 | $ 142,358 | 134,000 | $ 164,426 |
| 14,500 | $ 24,275 | 44,500 | 70,506 | 74,500 | 108,816 | 104,500 | $ 142,726 | 134,500 | $ 164,794 |
| 15,000 | $ 24,972 | 45,000 | 71,316 | 75,000 | 109,416 | 105,000 | $ 143,094 | 135,000 | $ 165,162 |
| 15,500 | $ 25,669 | 45,500 | 72,126 | 75,500 | 110,016 | 105,500 | $ 143,462 | 135,500 | $ 165,530 |
| 16,000 | $ 26,366 | 46,000 | 72,936 | 76,000 | 110,616 | 106,000 | $ 143,830 | 136,000 | $ 165,898 |
| 16,500 | $ 27,064 | 46,500 | 73,746 | 76,500 | 111,216 | 106,500 | $ 144,197 | 136,500 | $ 166,265 |
| 17,000 | $ 27,761 | 47,000 | 74,556 | 77,000 | 111,816 | 107,000 | $ 144,565 | 137,000 | $ 166,633 |

# Code of Conduct

## Specification 9 of the Registry Agreement

- Provide registrars equal access to Registry Services
- No front-running
- Requirements for Registry Operators with cross-ownership
  - Must prevent unauthorized disclosures of Personal Data by Affiliated Registrar
  - By 20 January of each year: submit Code of Conduct Certification to ICANN signed by TLD Executive and with results of review
  - Separate legal entities and separate accounting books

# Public Interest Commitments

## Specification 11 of the Registry Agreement

- Comply with mandatory and voluntary (as applicable) commitments
- ICANN compliance can enforce PICs regardless of whether a PIC-DRP is filed.
- PIC-DRP: ICANN conducts preliminary review of complaint to ensure it is complete, has a claim of non-compliance with at least one commitment, and that reporter is in good standing
- Registry and reporter have 30 days to resolve dispute; if unsettled ICANN investigates or defers to Standing Panel
- Standing panel has 15 days to return a decision to ICANN
- If reporter prevails ICANN sends notice of breach to Registry Operator and it has 30 days to cure

# Annual Certifications

## Clarifications

- Who Executes the Certification
  - "an executive officer of the Registry Operator"
- What to Submit
  - Certification of Continued Compliance with Specification 13 Status
  - Certification of Continued Compliance with Exemption Status
  - Specification 9 Code of Conduct
    - If vertically integrated and no Specification 13 or Exemption Status granted

# Community Registration Policies

## Specification 12 of the Registry Agreement

- Criteria for eligibility to register names
- Methods for validating Community eligibility
- Required to be member of specified Community
- Procedures for resolution of disputes concerning compliance with TLD registration policies

# Data Escrow

## Specification 2 of the Registry Agreement

- Daily deposits by the Registry Operator
  - Sunday: full deposits to Data Escrow Agent by 23:59 UTC
    - Full deposit consists of entire set of registry database objects as defined
  - Monday-Saturday: differential deposits by 23:59 UTC (or full deposit)
    - Differential deposit includes all registry database objects that have been created, deleted or updated since previous full or differential deposit
- Registry Operator must ensure that Data Escrow Agent sends daily status notifications to ICANN per Section 7, Part B
- Registry Operators also sends daily notification of deposit to ICANN per Section 7, Part A

# Monthly Reports

## Specification 3 of the Registry Agreement

- Two reports are required
  - Registry Functions Activity
  - Per Registrar Transaction Report
- Registry Operator must provide one set per TLD, using API described in draft–lozano-icann-registry-interfaces, see Specification 2, Part A, Section 9, reference 5
- Reports are required to be uploaded by 20th day of month for any prior month TLD is delegated
  - Even if TLD is delegated on last day of the month (e.g., TLD delegated 31 May, May reports must be uploaded by 20 June)

# WHOIS Service & RDDS

## Specification 4, Section 1 of the Registry Agreement

- Operate a Whois service
- Operate a web-based Registration Data Directory Service
- 31 January 2016 effective date for both Additional Whois Information Policy (AWIP) and Whois Advisory has been announced (https://www.icann.org/news/announcement-2015-04-27-en)

# Zone File Access

## Specification 4, Section 2 of the Registry Agreement

- Must provide to ICANN, bulk access to the zone files by 00:00:00 UTC
- Must provide zone data to end users who request it through the Centralized Zone Data Service (CZDS)

# Weekly Access to Thin Registration Data

## Specification 4, Section 3 of the Registry Agreement

- Must provide to ICANN, bulk access on the day of the week specified by ICANN during onboarding via the Onboarding Information Request (ONBIR)

# Maintain Registry Performance

## Specification 10 of the Registry Agreement

- Meet the service level outlined in the Service Level Agreement matrix of Specification 10
- Maintain records for a period of at least one year

# Fees

## Article 6 of the Registry Agreement

- Fees payable to ICANN are outlined in Article 6 of the Registry Agreement
- Invoiced to Registry Operator by ICANN Accounting department
- When fees are 30+ days past due and ICANN Accounting has exhausted attempts to obtain payment, past due fees are referred to ICANN Compliance
- Upon receipt of an ICANN Compliance fees notice:
  - Respond to the Compliance notice by due date (whether payment has been made)
  - Make payment to ICANN Accounting