

Index to Annex Workbook.docx

INDEX TO ANNEX WORKBOOK – 3 OCTOBER 2012

[Annex Charter of the gTLD Registries Stakeholder Group 6 May 2012 \(Red-lined\)](#)

[Annex to CONTRACTING AND DISBURSEMENT AUTHORITY FOR AUDIT PROGRAM SERVICE PROVIDER](#)

[Exhibit A ICANN Request for Proposal For Registrar and Registry Contractual Compliance Audit Services](#)

[Exhibit B Contractual Compliance Audit Program](#)

2012-10-03-01c-Annex-Charter_for_RySG 051612 red.pdf

Charter of the gTLD Registries Stakeholder Group

[Adopted by unanimous vote on 16 May 2012]

Author

Deleted: July 2011

I. Mission and Principles

A. The gTLD Registries Stakeholder Group (RySG) is a recognized entity within the Generic Names Supporting Organization (GNSO) formed according to Article X, Section 5 (September 2009) of the Internet Corporation for Assigned Names and Numbers (ICANN) Bylaws.

B. The primary role of the RySG is to represent the interests of gTLD registry operators (or sponsors in the case of sponsored gTLDs) ("Registries") (i) that are currently under contract with ICANN to provide gTLD registry services in support of one or more gTLDs; (ii) who agree to be bound by consensus policies in that contract; and (iii) who voluntarily choose to be members of the RySG. The RySG may include Interest Groups as defined by Article IV. The RySG represents the views of the RySG to the GNSO Council and the ICANN Board of Directors with particular emphasis on ICANN consensus policies that relate to interoperability, technical reliability and stable operation of the Internet or domain name system.

C. The guiding principles for the RySG, including its leaders and Interest Groups are fairness, openness, and transparency in all RySG policies, practices, and operations. The service standards for leadership positions include impartiality, accountability, and conflicts of interest declarations. The behavioral expectations of all RySG members, Interest Groups and participants include adhering to ICANN Bylaws and Policies; supporting the consensus model; treating others with dignity, respect, courtesy, and civility; listening attentively to understand others; acting with honesty, sincerity, and integrity; and maintaining community good standing.

II. RySG Membership

A. Eligibility

All Registries are eligible for membership in the RySG upon the "effective date" set forth in the Registry's agreement with ICANN. For all purposes under this Charter (including voting), each operator or sponsor shall be considered a single Registry member of the RySG (whether providing registry services for one or more than one gTLD or IDN version of a gTLD). Further, in cases where an operator or sponsor has a controlling interest in another registry operator or sponsor, either directly or indirectly, the controlled registry operator or sponsor shall not be considered a separate member of the RySG.

Membership shall be terminated if a member's agreement with ICANN is terminated or a member voluntarily terminates its membership.

A Registry that is owned or controlled by, or under common ownership with, or affiliated with any entity that votes in another stakeholder group or constituency in either house of the GNSO is not eligible for voting membership in the RySG. Any question regarding eligibility or exceptions shall be determined by a vote of the RySG.

B. Observer Status

The RySG provides observer status for entities that may not be eligible for full membership because of the preceding paragraph and for entities that have applied, or have demonstrated both the intention and the means to apply, for a contract with ICANN to provide gTLD registry services in support of one or more gTLDs. Such entities are referred to as "Observers". Observers have no voting rights in the RySG and are subject to the Protocol for Observer Status adopted by the RySG, effective [16 May 2012](#), or as subsequently amended.

C. Applications

1. Eligible Registries must apply for RySG membership by providing all required information on the application form provided by the RySG. Each eligible Registry must identify at least one Voting Delegate on its application and may also identify alternate Voting Delegates if desired. Eligible Registries may also designate up to five (5) non-voting delegates. Members may modify their delegations by written notice to the Secretariat or, absent a Secretariat, to the Chair. Registries that satisfy the membership criteria will be accepted as members immediately upon receipt of the initial dues and satisfactorily completed application form.

2. Entities eligible for Observer status must apply for Observer status by providing all required information on the application form provided by the RySG. Each eligible Observer must identify at least one Delegate on its application and may also designate up to three (3) additional delegates. Observers may modify their delegations by written notice to the Secretariat or, absent a Secretariat, to the Chair. Observers that satisfy the criteria for Observer status will be accepted as Observers immediately upon receipt of the initial dues and satisfactorily completed application form.

D. Membership Classification

Members shall be classified as "Active" or "Inactive". An active member must meet eligibility requirements, must be current on dues, and must be a regular participant in RySG activities. A member shall be classified as Active unless it is classified as Inactive pursuant to the provisions of this paragraph. Members become Inactive by failing to participate in three consecutively scheduled RySG meetings or voting processes or both. An Inactive member shall continue to have membership rights and duties except being counted as present or absent in the determination of a quorum. An Inactive member immediately resumes Active status at any time by participating in a RySG meeting or by voting.

E. Voting rights

All active members have voting rights except as provided in Article II.G. Membership may be suspended if a member does not pay its fees as previously invoiced within sixty (60) days after a written warning on nonpayment is sent to the member; suspension shall continue until such time as the fees have been paid. Suspension of membership for nonpayment of dues shall be accomplished by vote of a majority of the Active members upon a motion for that purpose. A member may request verification of member status prior to the initiation of any vote.

Author
Deleted: X1
Author
Deleted: January
Author
Deleted: 0

F. Membership Lists

The RySG shall collect, maintain, and publish on its website a list of Active and Inactive members, and Observers, with names identified by membership category or Observer status. The list shall be updated at least quarterly. In the case of corporate or organizational members or Observers, the list shall include contact information for the delegate(s) who represent each member or Observer. Personal contact data of delegates shall not be made publicly available, but that information shall be provided to ICANN staff when requested.

G. Member Participation

Each member of the RySG may participate in the RySG in accordance with this Charter. Only delegates are eligible to participate in RySG activities. Spokespersons of Interest Groups may participate in a non-voting capacity in RySG meetings, but only the delegate, or alternate authorized to vote, of each member of the RySG may vote as provided in Article X. No member that is entitled to vote, or has voted within the preceding three months, in any other GNSO Stakeholder Group or Constituency shall be entitled to vote in any RySG proceeding. No member that has transferred its voting rights from the RySG in the previous 6 months shall be entitled to vote in any RySG proceeding.

Each delegate who is affiliated, directly or indirectly, with another domain industry organization(s) in addition to the member or Observer by which such delegate has been appointed must maintain and file with the RySG Secretariat a current statement of interest (Sol) describing all such affiliations. The RySG Secretariat shall distribute copies of the Sols to the delegate mailing list as they are filed. When the RySG is considering an issue that may be related to such affiliations, delegates must declare all associated interests before participating in the work.

At all times while participating in RySG activities, delegates are to represent the interests of their respective organizations and shall not compromise the ability of other delegates to do the same. Failure to comply with the provisions of this paragraph may result in exclusion from participation in some or all of RySG activities, including, but not limited to, exclusion from the mailing list, by vote of the RySG.

Each active member of the RySG shall have the right to:

Vote. Vote in all general elections of the RySG including, but not limited to officers and Council Representatives; and, whenever a general membership vote has been called by an authorized officer of the RySG.

Participate in Leadership Elections. Run for, or nominate other members to, RySG elected positions by complying with the procedures described in Article VIII, Elections;

Participate in Working Groups. To join any GNSO Working Group (WG) in an individual capacity;

Participate in Committees. To join any committee formed by the RySG.

Receive Communications.

- a. Have access to the RySG Website, Public List, and any other communications mechanisms established pursuant to Article VII, Communications; and
- b. Be given timely notice on the Public List of all scheduled meetings, policy development discussions, position paper developments, and votes.

Participate. Be afforded the opportunity to participate in RySG discussions, whether via teleconference, e-mail list, website, or in person, on all policy and administrative issues for which notice is given on the Public List;

Submit Agenda Items. Submit agenda items for RySG meetings. If there are too many agenda items to include in the time available, the Chair may limit the agenda to items to those submitted at least ten (10) days prior to the scheduled meeting and those seconded by a member of the applicable committee; and

Receive Mentoring. Upon request, a new RySG member will be assigned a mentor by the Chair to answer questions, offer guidance, and provide direction.

III. Structure of the RySG

A. Secretariat

The RySG shall have a Secretariat. The Secretariat will be responsible for ensuring that operational support is provided as needed for the RySG and the Executive Committee. Particular tasks may include but are not limited to:

- Processing membership applications
- Fulfilling administrative functions, including preparing and keeping minutes of meetings
- Coordinating email and web site service
- Coordinating and facilitating meetings
- Assisting with voting
- Maintaining member and delegate contact information
- Confirming member status (Active or Inactive) prior to each meeting.
- Maintaining delegate and member information for each Interest Group.
- Publishing on the RySG web site a list of all active and inactive Working Groups, Committees and Interest Groups and their minutes, action points, decisions, resolutions and final work products within a reasonable period of time after any given meeting.

Staffing of the Secretariat need not be from a member. The Chair shall appoint the Secretariat upon authorization by vote of the RySG.

B. Working Groups

The RySG may appoint individuals to be responsible for representing the RySG on Working Groups (WGs). Such appointments will be open to the entire membership. The RySG will publish and advise its members of calls for WG participants. Members designated to represent the RySG shall keep the RySG membership regularly apprised of the WG activity.

C. Committees

The RySG will advise its members of the formation of committees and publish a call for participants if applicable. Committee members shall keep the RySG membership regularly apprised of the committee activity.

D. Interest Groups

For the purposes of collaborating on issues of common interest within the RySG and coordinating efforts within it, RySG members may organize themselves into Interest Groups. An RySG member may join more than one Interest Group simultaneously. Membership in an Interest Group is voluntary. One person and one or more alternates may be designated by each Interest Group as spokespersons to represent all members of the Interest Group in RySG matters other than voting. An Interest Group does not have voting rights in the RySG.

The internal structures, leadership positions, and operations of each Interest Group will be left to its membership and the charter it creates. Each Interest Group will be expected to conform to the general principles set forth in Article I of this Charter.

Each Interest Group shall have the following special rights and responsibilities:

- (a) Develop and issue policy and position statements with particular emphasis on ICANN consensus policies that relate to interoperability, technical reliability and stable operation of the Internet or domain name system provided that opportunity is given to other RySG members to comment in advance and provided that any statement that is not an RySG position is clearly identified as such; and
- (b) Participate in the GNSO policy development processes.

Each Interest Group shall:

1. Notify the RySG of the effective dates of its formation and dissolution;
2. Provide the following information to the RySG:
 - A list of its members;
 - The names of persons designated as spokespersons for the Interest Group and alternates;
 - A copy of its charter; and
 - Changes in membership at least quarterly.

E. Observer Interest Groups

For the purposes of collaborating on issues of common interest within the RySG and coordinating efforts within it, Observers may organize themselves into Observer Interest Groups. An Observer may join more than one Interest Group simultaneously. Membership in an Observer Interest Group is voluntary. One person and one or more alternates may be designated by each Observer Interest Group as spokespersons to represent all members of the Observer Interest Group in RySG matters. An Observer Interest Group does not have voting rights in the RySG. All members of an Observer Interest Group must be Observers of the RySG, and may include members of the RySG.

The internal structures, leadership positions, and operations of each Observer Interest Group will be left to its membership and the charter it creates. Each Observer Interest Group will be expected to conform to the general principles set forth in Article I of this Charter.

Each Observer Interest Group shall have the rights and responsibilities related to development and issuance of policy and position statements.

Each Observer Interest Group shall:

1. Notify the RySG of the effective dates of its formation and dissolution;
2. Provide the following information to the RySG:
 - A list of its members;
 - The names of persons designated as spokespersons for the Observer Interest Group and alternates;
 - A copy of its charter; and
 - Changes in membership at least quarterly.

F. Rules of Procedure for Working Groups, Committees and Interest Groups

The procedures adopted by the GNSO Council for its Working Groups shall, to the extent applicable, be the rules of procedure for Working Groups, Committees and Interest Groups.

IV. Officers

A. General Provisions:

Each officer of the RySG must be an authorized voting delegate (or alternate) of an Active Member.

Unless otherwise specified, each officer position shall be elected for a term of two years and shall hold office until a successor is elected or until the officer dies, resigns, is removed, becomes disqualified, or if the member that the officer represents is suspended or terminated.

In the event of a vacancy occurring with any officer position, an election shall be held to elect a successor; any alternate position does not automatically succeed to the post.

Author

Deleted: should

Author

Deleted: E

No officer may serve in the same position for more than two full consecutive terms. A term of 18 months or more shall be deemed a full term. An officer who has served for two consecutive terms in the same position shall not be eligible for re-election to that position until after the expiration of one full term.

B. Chair

The RySG shall have a Chair who shall be elected at the RySG meeting following every other ICANN Annual meeting. The Chair shall act as the chief executive officer of the RySG.

C. Alternate Chair

The RySG shall elect an Alternate Chair, who shall be elected at the RySG meeting following every other ICANN Annual meeting. The Alternate Chair shall fulfill the duties of the Chair when needed and any other duties supported by the RySG.

D. Treasurer

The RySG shall have a Treasurer who shall be elected at the RySG meeting following every other ICANN Annual meeting. The Treasurer will be responsible for ensuring that proper financial records are kept for the RySG, collecting membership fees assessed by the members and preparing and managing annual budgets. The Treasurer shall prepare an annual draft budget and submit it to the RySG for approval by vote. The Treasurer shall make disbursements in accordance with the approved budget, and may, from time to time, make additional disbursements if authorized by vote of the RySG.

E. Assistant Treasurer

The RySG shall elect an Assistant Treasurer at any RySG meeting. The Assistant Treasurer shall be elected for a term specified at the time of election. The Assistant Treasurer shall not be considered an Officer of the RySG for the purposes of this Charter. The Assistant Treasurer will be responsible for assisting the Treasurer in the Treasurer's duties and responsibilities in such manner as the Treasurer shall direct.

V. Executive Committee

A. Composition

The RySG shall have an Executive Committee (EC) composed, ex officio, of the Chair, Alternate Chair, Treasurer and the RySG Representatives elected to the GNSO Council.

B. EC Responsibilities:

Hold EC Meetings

1. The Chair shall call meetings as necessary (but no less than one meeting per year) to address the duties of the EC set forth in this Charter, and shall:
 - a. Develop meeting agendas;
 - b. Schedule and conduct EC meetings;

- c. Provide notice of meetings.
2. The RySG Secretariat shall:
 - a. Record EC meetings and decisions;
 - b. Make publicly available on the RySG website or other public communication vehicle information regarding the EC meetings, and decisions; and
 - c. Maintain an EC private communication vehicle if needed (e.g., mailing list, wiki, etc.) for administration purposes, which shall be archived and available to members of the RySG.
 - d. Use the services of the GNSO Secretariat for the above functions, to the extent that such services are available.
 3. EC meetings may be conducted face-to-face, or through teleconference, email, wiki, or other online mechanisms.

Facilitate Policy Coordination Meetings. Upon request from a Member, the EC may invite all RySG Members to join in a meeting, held via whatever means is most convenient and allows all participants to communicate on an equal basis, to discuss GNSO policy development issues.

Manage and Administer Elections. When required according to the provisions of this Charter, the EC shall be responsible and accountable, with GNSO Secretariat assistance when available, for organizing, announcing, supervising, and operating elections for GNSO Council representative vacancies and RySG officer vacancies as prescribed in Article VIII, Elections.

Support the GNSO Council and the ICANN Board. The EC shall cooperate with and support the GNSO Council and the ICANN Board.

1. If requested by the ICANN Board, select Nominating Committee delegate(s) as directed by the RySG membership through consensus or a vote if required;
2. Encourage and support recruitment, outreach, and training efforts targeted at expanding the RySG through identification and introduction of new Members; and
3. Request ICANN Staff assistance when necessary to facilitate the goals, objectives, and duties of the RySG.

C. Executive Committee Rules of Procedure

Decision Making Process. All members of the RySG EC will participate in making decisions.

1. Decisions will be made by consensus whenever possible.
2. All significant decisions, whether by consensus or vote, require the participation of the full RySG membership.
3. Any RySG member may request the EC to assess consensus or conduct a vote on any decision or representation of a RySG position.
4. If the EC cannot resolve a decision by consensus, the Chair shall conduct a vote. If there is a tie, the matter shall be referred to the full RySG membership for a vote.

Announcement and Reporting of EC Meetings and Decisions. Wherever practicable, EC meetings will be recorded and posted in an easily accessible and identified manner on the RySG's public communication vehicle.

1. EC decisions will be reported and published within two business days of the decision being fully ratified by RySG members as applicable and duly documented;
2. Each report will clearly reflect the EC members who participated in the process, their votes, and any supplemental statements they submitted for the record.

VI. Meetings

A. Scheduling

The RySG shall hold face-to-face meetings in conjunction with each public ICANN meeting unless otherwise decided by vote of the RySG. Other face-to-face meetings may be held if approved by vote of the RySG. The Secretariat shall provide at least thirty (30) days advance notice for all face-to-face meetings except in cases of urgent need. Whenever possible, the RySG shall provide the opportunity to participate in face-to-face meetings by teleconference from remote locations.

The RySG may also hold meetings by teleconference. Except in cases when the RySG votes to hold a meeting with shorter notice because of an urgent need to schedule a meeting, the Secretariat shall provide at least fourteen (14) days advance notice for all teleconference meetings. Any or all Interest Groups may consolidate all or a portion of any Interest Group meetings with the RySG.

B. Quorum

If a simple majority of the total number of all Active members is present at a meeting, quorum has been attained and voting shall proceed. If a quorum is not attained at a meeting, a vote will be taken and recorded of those Active members present. Active members not present may vote by email for a period not to exceed fourteen days following the meeting (an "Extended Meeting"). At the end of the Extended Meeting, if the total number of members voting (including recorded abstentions) on any matter is less than a majority of the total number of all Active members, then a quorum does not exist, and the vote shall not be valid.

C. Record of Meetings

Minutes of all meetings shall be kept in electronic form or audio form, or both, if feasible, and copies of the minutes (if available) shall be sent to the membership as soon as conveniently possible after each meeting. Private deliberations and conversations need not be recorded.

The Secretariat shall publish on the RySG web site a list of all active and inactive Working Groups, Committees and Interest Groups and their minutes, action points, decisions, resolutions and final work products within a reasonable period of time after any given meeting.

D. Record Retention

All records that the ICANN Board asks GNSO structures to maintain must be retained by the RySG for at least a four-year period to ensure that a full three-year record is available for each renewal or reconfirmation period.

VII. Communications

A. Notices

All notices shall be sent to the RySG email list.

B. Mailing List

The RySG shall have a mailing list that is limited to delegates of members and Observers of the RySG. By vote of the RySG in any given case, the mailing list may be opened to members of the public. The RySG may have reserved lists if needed. Delegates will be automatically enrolled on the RySG email list but may opt out by notifying the Secretariat. Delegates must make reasonable efforts to notify the Secretariat of any email changes. A list of delegates subscribed to the RySG e-mail list and their member affiliations will be published by the Secretariat from time to time.

C. Publication

The outcome of all RySG policy decisions shall be open and publicly archived, with posting rights limited to members unless otherwise determined by vote of the RySG. RySG business, work products, finance and accounts, and submissions to Staff and other ICANN entities shall be made available to the entire RySG membership unless there are valid grounds for restricting distribution as determined by vote of the RySG.

D. Public Meetings

The RySG shall publish reports concerning what transpires at its public meetings (both regular and ad hoc). Prior notice shall be provided via a public calendar made available on the RySG web site. Meeting reports may take the form of MP3 files or other recordings, transcripts, minutes, summaries, or action item reports as determined by the RySG. At a minimum, every meeting report shall include attendance, an agenda of planned and actually discussed topics, and any decisions or actions items that stemmed from those discussions. If votes or consensus calls are taken at a meeting, the report shall indicate the outcomes as well as those meeting participants who offered positions. Individual records of specific votes cast or positions articulated are not required to be maintained unless so directed by the RySG.

E. Office Holders

The RySG shall publish on its website and maintain a list of all office holders, past and present, to inform members and to provide transparency for term limits.

F. Website

The RySG shall maintain a website on which it publishes the information as required in this Charter. The address of that website shall be publicized and linked to the main GNSO website. Information published on the website shall not include the mailing address, email address, physical address or telephone number of any person unless that person has given permission.

VIII. Elections

A. Officers

Elections of Officers shall be conducted every two years at the first RySG meeting following the ICANN annual meeting. Elections shall be conducted in accordance with the voting procedures described in Article X below and in compliance with applicable provisions of the ICANN Bylaws then in effect, if any, including those relating to geographic diversity and eligibility.

B. RySG Representatives to the GNSO Council

The RySG shall elect such number of representatives (the "RySG Representatives") to the GNSO Council as is set forth in the Bylaws of ICANN. Elections shall be conducted in accordance with the voting procedures described in Article X below and in compliance with all applicable provisions of the ICANN Bylaws then in effect, including those relating to geographic diversity and eligibility. In order to promote broad representational diversity in accordance with principles contained in the ICANN Bylaws, no more than one (1) of the elected RySG Representatives may come from the same geographic region as defined in the ICANN Bylaws.

Each RySG Representative shall be elected for a term of two years and shall hold office until his or her successor is elected or until he or she sooner dies, resigns, is removed, becomes disqualified, or if the member that the RySG Representative represents is suspended or terminated. The Bylaws and Operating Procedures of the GNSO shall govern term limits and eligibility of RySG Representatives. No person may serve as a RySG Representative and as an Officer of the RySG at the same time.

RySG Representative terms shall begin and end at the end of an annual ICANN meeting. No more than two terms shall end in the same year. Any vacancy occurring in a RySG Representative position shall be filled by election in accordance with this Article and Article X below, and the term of the RySG Representative elected to fill a vacancy shall be for the remainder of the original term. In the case of an election for an expiring term, the election process must be initiated at least 90 days prior to the end of such term. If a vacancy occurs within such 90 day period, the RySG may elect a Temporary Alternate to complete the term.

As provided in the ICANN Bylaws, the RySG is allotted three seats on the GNSO Council; those seats will be elected as follows in accordance with the voting procedures in Article IX:

- In even numbered calendar years:
 - One RySG Representative will be elected by a simple majority of all Active Members where each member receives one vote (Simple Vote).
 - A second RySG Representative will be elected by a simple majority of all Active Members using the RySG Weighted Voting Model.
 - Which voting method is used first shall be determined at random.
- In odd numbered calendar years, one RySG Representative will be elected by a simple majority of Active Members of both a Simple Vote and a Weighted Vote. In the event there are opposing majorities on the Simple and Weighted Votes for the third councilor, the following will occur:
 - A group of at least three and no more than five volunteers will form a working group and make every effort to identify a candidate that both the Simple Vote and Weighted Vote will support.
 - While this search continues the outgoing RySG Representative will continue to present his or her vote in the GNSO Council on behalf of the RySG pursuant to Article X.
 - The search will be limited to 10 calendar days. If after that time there is no agreement between the Simple and Weighted Vote on a new candidate, which shall be determined in a new vote, then the conflicting majorities will be resolved through the regular mechanism where the Simple and Weighted Vote are in conflict, i.e., the Weighted Vote shall prevail. However, the opposition of the Simple Vote will be noted and recorded in the RySG public record.

The RySG shall communicate the results of elections of RySG Representatives to the GNSO Council and to its members.

C. Other RySG Positions

Elections of persons to hold other positions established by ICANN Bylaws, including, without limitation, RySG representatives to the ICANN Nominating Committee, shall be conducted from time to time as required by the applicable ICANN Bylaws. Elections shall be conducted in accordance with the voting procedures described in Article XI below and in compliance with all applicable provisions of the ICANN Bylaws then in effect, including those relating to geographic diversity and eligibility.

IX. GNSO Council Representative Responsibilities

A. Responsibilities

Each RySG Representative is responsible for communicating to the GNSO Council the full range of views of the members of the RySG, including, but not limited to, RySG consensus positions.

If the RySG has not provided direction on a substantial issue, RySG Representatives shall either request deferral of the vote if possible or abstain from voting in the GNSO Council on that issue until direction is given by the RySG. In case of doubt whether an issue is substantial, each RySG Representative shall abstain from voting in the GNSO Council on that issue until direction is given by the RySG. In cases where a RySG position has not been formed or where there are minority positions, then an RySG Representative must state that and then share the minority positions as well as his or her own personal view (provided it is identified as such). The RySG Representative shall cast RySG votes as determined by the RySG if a vote has been taken. Article X, Voting, includes a table that identifies how RySG representatives are required to vote on the GNSO Council under various conditions.

RySG Council Representatives are expected to make best efforts to attend all RySG meetings, Executive Committee meetings, and GNSO Council meetings. In cases where they miss a RySG or Executive Committee meeting, they are responsible for obtaining the essential information from that meeting in a timely manner. In cases where they are unable to participate in a GNSO Council meeting, they are required to follow the GNSO Operating Procedures to ensure that all efforts are made to ensure that the RySG is represented in all votes for which the RySG has stated a position. Given the GNSO Council's size and the voting thresholds that have been defined, it is important that votes of the RySG be registered, through RySG elected representatives, on every substantial issue that comes before the Council for action.

Councilors are expected to:

- a.) Actively participate in the regular affairs of the GNSO Council including, *inter alia*, attending its scheduled meetings, staying abreast of the technical and administrative agenda, engaging in relevant email and live discussions, reading minutes, evaluating reports, listening to meeting recordings (in the event of absence), asking questions that foster learning, voting responsibly on all matters before the Council, and periodically reviewing the performance of the Chair and Vice-Chairs.
- b.) Request and receive sufficient information, including support from the RySG in order to carry out their responsibilities. When a problem manifests itself or some issue does not make sense, a Councilor has a duty to inquire into the surrounding facts and circumstances and seek guidance.

B. Councilor Absences

- a.) Planned.
 - i. If a GNSO Council member anticipates being unable to a regularly-scheduled GNSO Council meeting, the Councilor shall ensure that one of the applicable remedies in the GNSO Operating Procedures are followed so that the RySG does not lose a vote in any actions before the Council.
 - ii. If a GNSO Council member anticipates being unable to attend two or more regularly-scheduled GNSO Council meetings consecutively, the Councilor

shall notify the RySG and the GNSO Secretariat that a “Leave of Absence” is being requested and ensure that a remedy described in GNSO Operating Procedures is followed.

- b.) Unplanned: When a GNSO Council member fails to attend two regularly-scheduled GNSO Council meetings consecutively without prior notification to the GNSO Secretariat, the GNSO Secretariat will advise the RySG that the Councilor has satisfied the conditions for an effective “Leave of Absence” at which time the remedy described in the GNSO Operating Procedures is available.

X. Voting

A. Consensus and Voting

In general, the RySG should operate using a consensus approach. Every effort should be made to arrive at decisions that most or all of the members are willing to support. Voting should be used only in one or more of the following circumstances:

- Reasonable effort has been made to reach consensus and there is agreement that it will not be possible to reach consensus in required timeframes.
- An official vote is needed for the purposes of an election, action on a motion or determination of the level of support for a RySG position.

Whenever an election is to be held or a vote is to be taken on a RySG position, motion, Charter amendment or any other subject matter requiring a vote pursuant to this Charter, RySG voting will occur as follows except as noted elsewhere in this Charter for the election of GNSO Councilors:

- 1) There will first be a vote of all Active Members with each member receiving one vote (**Simple Vote**). Except under urgent circumstances, a period not to exceed four calendar days will be allowed for email voting.
- 2) Immediately after the Simple Vote, any Active Member may request alternate voting procedures (**Weighted Vote**¹). If there are no such requests, the Chair, with general concurrence of the membership, may grant a period of time not to exceed four calendar days in which members may request a Weighted Vote.
- 3) If no member objects to the results of Simple Voting, then the Simple Vote will be used as applicable.
- 4) If any member requests a Weighted Vote, the Simple Vote will not be used and a Weighted Vote will occur as defined below.

B. Weighted Vote Procedures

A Weighted Vote shall involve counting of votes in the following two ways, computing an average, and the result will be applied using the voting thresholds defined below: 1) one vote per member (Simple Vote); 2) one vote using Weighted Voting as defined in the following table.

Using data from the previous calendar year or such other period as the RySG may decide, each member will be assigned votes by taking the average of assigned values using the table below	Assigned Value
---	-----------------------

¹ Note that a Weighted Vote is not an option in the case of a vote for the GNSO Council seat that requires a Simple Vote.

where voting tiers are defined both by 1) total number of domain names registered at the end of the period and 2) the total amount of ICANN fees paid (registrations and fees are aggregated to include all TLDs represented by the member pursuant to Section II.A. above).

Author
Deleted: under

Voting Tiers		
1	24,999	1
25,000	49,999	3
50,000	99,999	10
100,000	499,000	30
500,000	999,999	35
1,000,000	1,999,999	40
2,000,000	4,999,999	45
5,000,000	9,999,999	50
10,000,000	Unlimited	60

Example

If Registry A had 55,000 domain name registrations under management at the end of the previous calendar year and paid ICANN fees in the total amount of \$40,000 for that year: 1) Registry A would be in the third voting tier for number of names registered (resulting in an assigned value of 10) and in the second voting tier for amount of fees paid (resulting in an assigned value of 3); 2) the average of 10 and 3 is 6.5 so Registry A would receive 6.5 votes under the Weighted Vote procedure.

For the sake of defining voting tiers as used in the table above, the "ten Largest Registries" are defined as the RySG members that have the ten highest numbers when each member's aggregated total number of domain names registered at the end of the period is averaged with the aggregated total amount of ICANN fees paid by that member for the period. In the event that, whether by the addition of registries, consolidation of registries, change of fees or any other reason, the Ten Largest Registries have at least 50% of the total RySG registrations but less than 50% of allocated votes, then the ranked voting weights shall be adjusted so that the ten Largest Registries again have a majority of the voting rights.

C. Voting Thresholds

- Election of RySG Officers and RySG motions not otherwise covered below: a simple majority of both the Simple and Weighted votes
- Council Representative S: simple majority of Active Member Simple Vote
- Council Representative R: simple majority of Active Member Weighted Vote
- Council Representative C: simple majority of Active Members of both Simple Vote and Weighted Vote (aka, Special Vote). If a vote does not result in one person receiving a simple majority of Active Member votes using both a Simple Vote and a Weighted Vote, then a special meeting should be held where all interested parties cooperatively work together to develop a

solution for resolving the election. If after reasonable efforts it does not seem possible to resolve the election, then the seat will be filled as follows:

If a candidate receives a supermajority of a Weighted Vote, that candidate will be elected.

If no candidate receives a supermajority of a Weighted Vote and a candidate receives at least 75% of a Simple Vote, then the latter candidate will be elected.

If no candidate receives a supermajority of a Weighted Vote or at least 75% of a Simple Vote, then the candidate receiving a simple majority Weighted Vote will be elected.

- Supermajority: 2/3 of Active Members
- RySG Supermajority policy statements: 2/3 of Active Members of both the Simple and Weighted votes (Note: this is for reporting purposes only.)
- RySG Simple majority policy statements: simple majority of Active Members of both the Simple and Weighted votes
- Partial policy statements:
 1. At least a simple majority of Active Member Simple Vote but not Weighted Vote
 2. At least a simple majority of Weighted Vote but not Simple Vote

The following table summarizes how RySG Representatives are required to vote on the GNSO Council in response to the following conditions:

Vote Type and Results	Rep S	Rep R	Rep C
Simple vote in favor	Yes	Yes	Yes
Simple vote opposed	No	No	No
Special RySG Supermajority	Yes	Yes	Yes
Special RySG Simple Majority	Yes	Yes	Yes
Special: Majority of Simple but Weighted Opposed	Yes	No	No
Special: Majority of Weighted but Simple Opposed	No	Yes	Yes
No RySG Direction	Abstain	Abstain	Abstain

XI. Finances

A. Members

Each member shall pay (a) an initial membership fee upon joining the RySG, (b) a fixed annual membership fee, and (c) a variable annual membership fee according to a budget adopted by vote of the RySG no less frequently than on an annual basis. A member joining after the beginning of a year shall pay a prorated portion of the annual fees.

Author
Deleted: the

Author
Deleted: following schedule

Author
Deleted: All amounts are in US dollars.

Author
Formatted: Don't adjust space between Latin and Asian text, Don't adjust space between Asian text and numbers

B. Records

The RySG shall maintain detailed records of funds received and disbursed on a calendar basis according to generally accepted accounting principles. That financial information shall be reported in a general way on the RySG web site (e.g. charts or tables as determined by the RySG) and updated at least annually. Specific requests for detailed financial information will be made available on a case by case basis to the ICANN Board or RySG members under appropriate nondisclosure terms.

XII. Amendments to Charter

The RySG may from time to time amend this Charter by vote as provided in Article X. Document change controls shall be used in circulating proposed amendments.

XIII. Transition Provisions

For the purposes of determining eligibility for election when this Charter takes effect, those Officers, RySG Representatives and any other persons holding positions established by ICANN Bylaws then holding office, who have not previously been subject to term limits, shall be deemed to be in their first terms in office.

Author
Deleted: .
Frequency ... [1]
Author
Deleted: <u>C</u>

**2012-10-03-01e-Annex-Board-Submission-Contractual-
Compliance-Audit-Program.docx**

ANNEX TO ICANN BOARD SUBMISSION NO. 2012-10-03-01e

**TITLE: CONTRACTING AND DISBURSEMENT
AUTHORITY FOR AUDIT PROGRAM SERVICE
PROVIDER**

Background Detail:

As stated in the Board Submission, this Annex and the Exhibit hereto provide further background relating to the three-year audit program and for contracting with and payment to the Contractual Compliance Audit Program service provider. This initiative was undertaken with the goal of help ensuring that all contracted parties are in compliance with their contracts currently in place with ICANN. This three-year program must be flexible in nature as the size and scope of the audit progresses.

Preparation and planning for the Audit Program began in April 2012. The methodology, approach and Request for Proposal (RFP) were designed and approved in late May 2012, with the assistance of team members from Registry and Registrar Stakeholder Relations, Contractual Compliance and Legal. The RFP was released to five pre-selected and ICANN approved vendors on 13 June 2012. Please see the RFP attached as Exhibit A to the Annex.

Projected Contractual and Resulting Disbursement Obligations:

Pending Negotiation

Scope of Audit

The audit will include the following Registrar and Registry provisions:

Provision #	RAA Provision Description
3.10	Insurance
3.12	Reseller agreement
3.16	Registrar contact details on registrar's website
5.11	Update contact information in RADAR
3.3.1 to 3.3.5	Whois- Interactive Webpage, Corresponding Data Elements
3.4.2	Retention of Registration Data
3.7.5.3 to 3.7.5.6	EDDP-Domain name renewal, provision of applicable information to registrants
3.7.7	Registration agreement w/ registrants (mandatory provisions)
3.7.8	Whois data verifications
Registry Provision Description	
1.a.i	3. Implement temporary policies or specs to preserve security and stability/

1.c.i	3.	Data escrow
1.c.ii	3.	Personal data
1.c.v	3.	Whois

Test steps and procedures have been defined within the attached Request for Proposal at Exhibit A. The audit will be comprehensive in nature, and will clearly identify issues and remediation needs in order to minimize high-risk areas of the Registry and Registrar Agreements. The RFP provided four options to the potential audit firm for quoting, so that ICANN could get a thorough cost analysis and understanding of hours needed to conduct this type of audit. Pending Negotiation

Vendor Selection Process

ICANN's Procurement Guidelines (see <http://www.icann.org/en/about/financials/prcurement-guideline-21feb10-en.pdf>) state that any purchases that exceed \$150,000 individually or in the aggregate require a formal documented Request For Proposal (RFP) process. The following outlines the approach undertaken by ICANN to select the various servicer providers necessary to process applications.

A directed RFP was sent to five vendors on 13 June 2012. Pending Negotiation

The proposals were reviewed against criteria established by Staff and the consulting firms were selected for oral presentations. A Steering Committee (including members of the Registry and Registrar Liaison and Contractual Compliance teams) was developed to evaluate these presentations leveraging a pre-developed scorecard methodology. Oral presentations occurred in early September 2012 and the first choice was presented to ICANN Officers on 10 September 2012 for

consideration and approval.

ICANN is now ready to begin negotiations with the chosen provider, but must also recognize that we need to keep the options open in case initial negotiations fall through.

Description	From	To	Status
RFP Release to Vendors	13-Jun-12	13-Jun-12	✓
Deadline for Vendor RFP Questions to ICANN	13-Jun-12	29-Jun-12	✓
ICANN Response to Vendor Questions	29-Jun-12	13-Jul-12	✓
Proposal Delivery Deadline	13-Jul-12	27-Jul-12	✓
ICANN Proposal Questions to Vendors	27-Jul-12	17-Aug-12	✓
Responses to ICANN Questions Due	17-Aug-12	31-Aug-12	✓
ICANN RFP Review, Evaluation, Vendor PPTs, Selection of Final Proposal	31-Aug-12	28-Sep-12	
Anticipated Vendor Selection, Board Approval, and Contract Negotiation	28-Sep-12	18-Oct-12	
Anticipated Project Start	5-Nov-12	N/A	

Above is a general timeline that has been followed throughout the vendor selection process.

Submitted by: Maguy Serad; Xavier Calvez
Position: VP, Contractual Compliance; CFO
Date Noted: 26 September 2012
Email: maguy.serad@icann.org; xavier.calvez@icann.org

**2012-10-03-01e-Annex-Exhibit-A-Board-Submission-
Contractual-Compliance-Audit.docx**

Exhibit A

ICANN

Request for Proposal For Registrar and Registry Contractual Compliance Audit Services

June 13, 2012

Table of Contents

1.0 General Information1

 1.1 Strategic Initiative 1

2.0 - Company background:1

 2.1 Future State Summary: 1

3.0 Proposal Deadline and Copy Requirements1

 3.1 Proposal Signature and Validity.....2

 3.2 Proposal Delivery2

4.0 Incorporation of RFP and Proposal in Contract.....2

5.0 Schedule of Events2

6.0 Proposal Evaluation Procedure and Criteria.....2

7.0 Technical Environment.....3

8.0 Proposal Format.....3

9.0 RFP Questions4

10.0 Vendors’ Conference4

11.0 Proposal Presentations4

Appendix A Registrar and Registry Business Requirements5

 Registrar and Registry Overview5

 ICANN Selection Criteria for Registrar/Registry Audits:7

 Registrar Audit Plan9

 Registry Audit Plan..... 19

Appendix B Project Management Deliverables.....23

Appendix C Sample Activity-Level Work plan25

Appendix D Required Proposal Format.....27

Appendix E Insurance and Labor Liability Requirements35

Appendix F Vendor Proposal Pricing Requirements37

1.0 General Information

ICANN has identified your company as a potential Vendor for Contractual Compliance Audit Services.

ICANN invites you to review the RFP and submit a firm, fixed-price proposal for providing services that will ensure a successful examination of the Registrar Audit Plan and Registry Audit Plan (see Appendix A). This project is being solicited on a competitive basis. **Vendors are required to provide costs in the format as specified in RFP Appendix D.**

Please be advised that ICANN does not reimburse Vendors for proposal preparation. ICANN is not liable for any costs incurred by a Vendor for proposal preparation or any other costs incurred prior to signing of a contract by all parties concerned.

1.1 Strategic Initiative

One of ICANN's Contractual Compliance strategic initiatives is to develop and implement an audit strategy and plan by January 2013. This initiative supports ICANN's continued commitment to strengthen the Contractual Compliance function and its operations.

2.0 - Company background:

The mission of ICANN, pursuant to its Bylaws, is to coordinate, at the overall level, the global Internet's systems of unique identifiers, and in particular to ensure the stable and secure operation of the Internet's unique identifier systems.

ICANN is dedicated to preserving the operational security and stability of the Internet; to promoting competition; to achieving broad representation of global Internet communities; and to developing policy appropriate to its mission through bottom-up, consensus-based processes. To learn more about ICANN and the Contractual Compliance Department, please visit: www.icann.org and <http://www.icann.org/en/resources/compliance/staff>

2.1 Future State Summary:

Future state is for ICANN to have an established Contractual Compliance Audit Strategy and plan with options to audit annually and/or periodically, by sampling based on business needs and risks.

ICANN envisions a partnership, with one (or several) Vendors based on set criteria defined within this RFP, in which audit services can be requested on a periodic basis to conduct either provisional and/or policy audits as they relate to the RAA and ICANN's Registry Agreements.

3.0 Proposal Deadline and Copy Requirements

If your company decides to bid, please submit a **firm-fixed-price** proposal based on the schedule in section 5.0 Schedule of Events.

Please provide (1) electronic copy via email, or CD-ROM (.PDF format or Word 2010 document format) to the address below. All Vendors should email their proposal to: Jack.Khawaja@ICANN.Org.

3.1 Proposal Signature and Validity

The proposal must be signed by an officer of your company and must be valid for period of at least ninety (90) days.

3.2 Proposal Delivery

Your company must deliver the CD-Rom proposal by U.S. mail, package delivery service, or in person to the appropriate address below.

U.S. Mail	Package Delivery Service	In-Person Delivery
ICANN 12025 Waterfront Drive Suite 300 Los Angeles, CA 90094-2536 United States	ICANN 12025 Waterfront Drive Suite 300 Los Angeles, CA 90094-2536 United States	ICANN 12025 Waterfront Drive Suite 300 Los Angeles, CA 90094-2536 United States

4.0 Incorporation of RFP and Proposal in Contract

This RFP and the Vendor's response, including all promises, warranties, commitments, and representations made in the RFP response, shall be binding upon Vendor and may be incorporated by reference in ICANN's contract with the selected Vendor.

5.0 Schedule of Events

So that Vendors understand the proposal evaluation time table, the anticipated schedule of events is as follows:

Event	Dates
RFP released to Vendors	13 June 2012
Deadline for Vendor RFP questions to ICANN	29 June 2012
ICANN Response to Vendor Questions	13 July 2012
Proposal Delivery deadline	27 July 2012
ICANN Proposal questions to Vendors	17 August 2012
Responses to ICANN questions Due	31 August 2012
ICANN RFP Review and evaluation, vendor presentations and selection of finalist proposals	28 September 2012
Anticipated Vendor selection announcement	8 October 2012
Anticipated project start	5 November 2012

6.0 Proposal Evaluation Procedure and Criteria

ICANN will evaluate a proposal based on the Vendor's understanding of ICANN's business model, the skills and resources available to the Vendor to provide the requested services, and the methodology and vision proposed by the Vendor to conduct a thorough audit of ICANN's contracted parties.

ICANN is requesting a cost proposal for each of the four options (located in Appendix A). ICANN will carefully evaluate each proposal to determine if any of the audit options can be combined for the Registrar Audit Plan.

ICANN will evaluate each proposal using the following criteria:

- Demonstration of a clear understanding of the work requirements and related business issues
- A satisfactory approach to meeting and satisfying requirements
- The experience and skills of the Vendor's proposed staffing and Vendor's ability to make a firm commitment of those resources
- Cost makeup and total cost
- Financial stability of Vendor and proven record of accomplishments
- Proposal accuracy and completeness

7.0 Technical Environment

ICANN has a mixed PC and MAC personal computing environment. Microsoft Office 2010 is the standard office suite of software. Multiple browsers are also supported and include Microsoft Internet Explorer, Apple Safari and Mozilla Firefox.

If proposal is dependent on tools or environment conditions that ICANN does not currently support, Vendor must address these requirements clearly in its response. Describe the reasons ICANN standard tools and standards cannot be used and why the Vendor's proposed tools are required in the "Exceptions" section identified in RFP Appendix D, Required Proposal Format.

8.0 Proposal Format

Your company must submit a proposal, including a Table of Contents that conforms to the format (content order and section numbering) described in RFP Appendix D, Required Proposal Format.

9.0 RFP Questions

All Vendors have equal access rights to information that applies to this RFP. Please submit all RFP questions **in writing** to the following e-mail address by the date and time listed in RFP Section 2.0, Schedule of Events. Please submit the questions in the format of a Microsoft Word document attached to an e-mail note. All questions should be submitted to the following ICANN Contact:

Jack Khawaja
ICANN
12025 Waterfront Drive
Suite 300
Playa Vista, CA 90094-2536
United States

Email address to: Jack.Khawaja@ICANN.Org

10.0 Vendors' Conference

Your company may be asked to participate in a Vendors' Conference. If so, details are either listed in the Schedule of Events (Section 2.0 of this RFP) or will be sent to you separately.

11.0 Proposal Presentations

ICANN is requesting that all Vendors make formal summary presentations of their proposals to the ICANN Selection Committee for this RFP.

Appendix A Registrar and Registry Business Requirements

Registrar and Registry Overview

The RAA (Registrar Accreditation Agreement) and Registry Agreement(s) are the basis upon which ICANN determines whether its contracted parties are in compliance with their contracts. Accordingly, the audit plan references certain provisions from these agreements (see Appendix A). In addition, within the Audit Plan(s) you'll find four options for conducting contractual compliance audits, which have been grouped based on an internal risk evaluation. We ask that Vendors evaluate each option and provide time, materials, and effort in auditing each option for both the Registrar and Registry Audit Plans. ICANN requests the Vendor's recommendation on sampling vs. full population testing based on the provision being audited.

1.1 – Set-Up Phase:

This phase relates to setting up the engagement with ICANN and includes areas such as project management, and status reporting. Vendor is to identify/suggest/recommend any/all related items necessary to deliver this project. This is to include the technical means required to conduct the described audits. The Vendor will also offer recommendations for handling mitigation plans, as well as draft report results.

To assist with this phase the selected Vendor will be provided with the following:

- The total population of Registrars and Registries under current contractual agreement for review;
- Audit plans which identify the key steps needed in order to audit the RAA and Registry provisions;
- All Registrar Contracts and Registry Agreements, which can be located on the www.ICANN.Org website for reference; and
- Previously published audit findings, which can be located on the www.ICANN.Org website to help validate the business requirements against the Audit Plan.

1.2 – Build Phase:

This phase relates to building the audit plan. The build phase will leverage the materials developed by ICANN (i.e. Audit Plans, and supplemental data) and ICANN's Audit Methodology in order to conduct the Registrar and Registry Audits.

The Vendor will then offer comments or recommendations to the auditing plan based the Vendor's review of the Audit Plans in the section below and based on ICANN Policies. Vendor is to coordinate with the Manager, Risk and Audit to conduct detailed design

sessions and produce documentation that accurately and thoroughly describes the work to be done in subsequent phases of the project. Vendor must agree to correct any deficiencies in this documentation within a mutually agreed time frame.

Please provide samples of the documentation we can expect from the Build Phase.

Vendor is required to:

- Provide best practice recommendations where appropriate.
- Provide a Planned vs. Actual Hours schedule against the initially agreed to plan, as well as the reason for deviation. If a deviation is anticipated, the Vendor lead will communicate this to ICANN's Manager, Risk and Audit prior to the occurrence.
- Develop a project plan detailing the required resources/expertise (role/responsibility) by ICANN staff and Vendor's resources for the delivery of services proposed; and
- Provide recommendations as it applies to auditing the total population of Registrar and Registry data or sampling based on the provision in question, after careful review of the audit plans. This will require the potential Vendor to be familiar with the ICANN model, ICANN's 2009 RAA, Registry Agreements and ICANN's Consensus Policies, all of which can be found on www.ICANN.Org.

1.3 – Audit Phase:

This phase relates to the fieldwork that will be performed by the selected Vendor. The audit phase will consist of the Vendor audit planning (i.e. resource assignment, timelines, anticipated needs) performing the audit via data request, data collection, data analysis, follow up where necessary, and reporting the results. The audit will be conducted with ICANN's Manager, Risk and Audit as the engagement contact. The ICANN Manager, Risk and Audit will provide governance oversight and guidance prior to, during, and after the audit where necessary.

1.4 – Reporting Phase:

The Vendor is to provide ICANN Manager, Risk and Audit with a weekly status update as well as:

- 1) Test Results per provision (in a format to be presented by the Vendor and agreed to by ICANN).
- 2) Deficiency Summary with the recommended mitigation plan. In the event that a Deficiency is identified, the Vendor is to notify the ICANN Manager, Risk and Audit.
- 3) Final Summary of the Audit, once the audit has concluded.

4) Any recommendations that the selected Vendor sees as an opportunity for improvement.

1.5 – Other Project Deliverables

Vendor is to provide samples of documents that will be used to assist ICANN in preparing for implementation (e.g. tools, anticipated project timelines, processes, checklists, Vendor provided training, etc.)

For fixed-price projects, ICANN requires progressive payments to be tied to the completion of specific tasks, or “Deliverables”. In addition, ICANN may have specific requirements for both project management and project output deliverables including information about the content, format, and reporting requirements of these deliverables.

Additionally, “project turnover” documentation may be required by ICANN as a deliverable of this engagement. Project Turnover documentation consists of information required by the ICANN organization to accept and manage/support the services implemented by the selected Vendor on an on-going basis. A “Deliverables” time line will be closely monitored between the selected Vendor’s Project Manager, and the ICANN Manager, Risk and Audit to ensure that the engagement meets ICANN’s expectations.

ICANN Selection Criteria for Registrar/Registry Audits:

The goal of this RFP is to assist ICANN in selecting a Vendor to provide contractual compliance audit services. To provide such services, it is recommended that the Vendor have:

- 1) Experience in auditing DNS environments.
- 2) Demonstrable experience, knowledge and familiarity of the operations of Registrars and Registries.
- 3) Significant experience in project management; ideally, project management certifications.
- 4) Significant experience in Internet related contractual compliance work.
- 5) Significant experience working with large data sets.
- 6) Significant and demonstrable experience with MySQL, Oracle database or other relational databases.

ICANN will evaluate each response using, at a minimum, the following criteria:

- Demonstration of a clear understanding of the work requirements and related business issues.
- A satisfactory approach to meeting and satisfying ICANN requirements.
- In addition to responding to stated requirements, provide other considerations or suggestions that the Vendor thinks appropriate.
- The experience and skills of the Vendor’s proposed staffing and Vendor’s ability to make a firm commitment of those resources.

Your response to the RFP should reflect the needs and requirements that have been detailed in the RFP, and it should especially provide specific details on how your company will exceed ICANN's requirements and expectations.

In Summary:

The Registrar/Registry Audit RFP must be completed by 20 July 2012

The following items must be clearly defined and met per service delivery plan:

- Timeline with clear deliverables and measurable milestones
- Timeline that identifies the critical phases
- Clear sign-off process for deliverables (Please provide samples)
- Clear process for feedback/input
- Weekly project updates
- Weekly project updates on the enterprise direction
- A brief resume with a description and level of expertise
- Definition of the roles/responsibilities of the Program Manager, Project Managers and Leads (may request an interview)

Registrar Audit Plan

Option 1 is a comprehensive audit including all provisions to be audited. Option 2 is a reduced version of Option 1, while including the key provisions to be audited. Option 3 offers a scaled down version of Option 2, while maintaining the key provisions required for auditing. Option 4 is the most scaled down version, which includes the provisions that must be audited at a minimum.

Provision	Obligation	Type	Audit Steps	Opt 1	Opt 2	Opt 3	Opt 4
2.2	Registrar's use of ICANN's trademark. (optional for a Registrar to use the Logo)	RAA	<p>1. Based on an agreed on selection methodology, randomly select 'N' Registrars and confirm the following:</p> <p>a. View the Registrar's site and search to see if the Registrar is using the ICANN Accredited Registrar Logo.</p> <p>b. If the Registrar is using an ICANN Logo, confirm it's the correct Logo by comparing to this link: http://www.icann.org/en/resources/registrars/logo-license-appendix-21may09-en.htm</p> <p>c. Verify that the Logo is only used to state that it is an accredited Registrar. Document any exception.</p> <p>d. Click the ICANN Logo on the Registrar's site to ensure that it re-directs users to the ICANN website www.icann.org. If it doesn't, document the exception.</p>	√		√	

3.3.1 to 3.3.5	Whois	RAA	<p>1. By reviewing a random selection of 'N' Registrars' websites, confirm the following:</p> <p>a. There is an interactive webpage allowing free public query-based access to Whois data on Registered Names sponsored by the Registrar for 'N' Domains or a link on the Registrar's website that directs to a free query based public access site. Both scenarios require a prompt to allow for querying. Note any exceptions.</p> <p>b. Confirm that the 'N' Samples selected in 1a holds all of the following data elements or note exceptions:</p> <p>b1. (provision 3.3.1.1)The name of the Registered Name Holder (Registrant)</p> <p>b2. (provision 3.3.1.2)The names of primary and secondary nameserver for the Registered Name (Registrant)</p> <p>b3. (provision 3.3.1.3)The identity of Registrar (may be provided via Registrar's website)</p> <p>b4. (provision 3.3.1.4)The original creation date of the registration</p> <p>b5. (provision 3.3.1.5)The expiration date of the registration</p> <p>b6. (provision 3.3.1.6) The name and postal address of registered name holder</p> <p>b7. (provision 3.3.1.7) The name, postal address, e-mail address, voice telephone number exist for the Technical Contact.</p> <p>b8. (provision 3.3.1.8) The name, postal address, e-mail address, voice telephone number exist for the Administrative Contact.</p> <p>b9. From the same sample selection in 1: Access np.icann.org/wsa/name.html and review Registrars port 43 accessibility. Note</p>	√	√	√	√
----------------	-------	-----	---	---	---	---	---

			<p>registrars whose color ratings show black (means the monitoring tool was unable to obtain an acceptable WHOIS query response) for three consecutive days or more. Note Exception.</p> <p>b10. Click on the Registrar's name (in b9) and confirm if data is returned. Review the data and ensure that it complies with the standards tested in b1-b8. Note the exception.</p>				
3.4.2	WDRP- Maintenance of registration data for 3 years after termination	RAA	<p>1. Randomly sample 'N' Registrars and contact the Registry to obtain 'N' number of domains/registrar where deletion or transfer creation date was within the last 3 years.</p> <p>2. Randomly select 'N' domains per Registrar and request the following:</p> <p>2a. All written communications constituting registration applications, confirmations, modifications, or terminations and related correspondence with Registered Name Holders, including registration agreements;</p> <p>2b. time-stamped electronic logs and the IP addresses of the relevant Registered Name Holders for all electronic registration agreements; or</p> <p>2c. Copies of the entire agreement signed by the Registered Name Holders for all paper agreements.</p> <p>3. Records of the accounts of all Registered Name Holders, including dates and amounts</p>	√		√	√

			of all payments and refunds.				
3.7.5.2	Domain name renewal w/out consent from registrant	RAA	<p>1. Obtain a list of 'N' active domains per Registrar created within the last 3 years (should have creation date/activation date, renewal date, if any, payment date).</p> <p>a. Sort for those domains renewed within the last 3 years.</p> <p>b. Request 2 Renewal Notices from 'N' samples selected, where the Registrant renewed a domain.</p> <p>c. Proof of explicit consent from the Registrant for the renewal.</p> <p>d. If no explicit consent for renewal, proof of extenuating circumstances for the Registrar to renew the domain. If evidence is not available, note exception.</p>	√	√		√
3.7.4	Reasonable assurance of payment	RAA	<p>1. Utilizing the population obtained from 3.7.5.2, randomly sample and request the following:</p> <p>a. A list of all domains added within the last 30 days (may be in the population already obtained), obtain payment date, and activation date of the Registered name holder. Compare to see if payment was made before or within 5 days after the domain was activated. Document exception where the domain was activated without reasonable assurance of payment.</p> <p>b. Request that the Registrar provide proof of reasonable assurance of payment for the registration fee for the sample selection. If no evidence is available, document the exception.</p> <p>2. Request that the Registrar provide a list of all bulk domain purchases by the Registrant</p>	√	√	√	

			(200 domains or greater) within the last 6 months. If the Registrar does not allow for bulk domain purchases, skip 2a. a. For those bulk purchases from 2, request the Registrar to provide proof of payment or reasonable assurance of the registration fee. Document exceptions where no evidence is available for the bulk purchases made by the Registrant.				
3.7.5.3 to 3.7.5.6	EDDP-Domain name renewal, provision of applicable information to registrants	RAA	1. (provision 3.7.5.3) Randomly select 'N' Registrars and obtain a list of all domain names deleted within the last 45 days. a. (provision 3.7.5.4) Randomly select 'N' deleted domains from the report obtained in 1. and request proof of payment of renewals. b. (provision 3.7.5.4) from the sample in a., request evidence of notice given to each new registrant describing the details of their deletion, or the renewal policy (including expected time domain will be deleted relative to domain expiration date) c. (provision 3.7.5.4) If the deletion policy is changed by the Registrar during period of the registration agreement, obtain evidence (email sent to Registrant) that the Registrar informed the Registrant of the changes made (clause 3.7.7) d. (provisions 3.7.5.5 and 3.7.5.6) If the Registrar operates a website for domain registration or renewal, confirm d.1 details of Registrar's deletion and auto-renewal policies must be clearly displayed on the website. d.2, any fee charged for the recovery of a domain name during the Redemption Grace Period. details of Registrar's deletion and	√	√	√	

		<p>auto-renewal policies must be clearly displayed on the website.</p> <p>Note: If log-in credentials are required to view the d.1 or d.2 language , it will be deemed non-compliant</p>					
--	--	--	--	--	--	--	--

<p>3.7.7</p>	<p>Registration agreement w/ registrants (mandatory provisions)</p>	<p>RAA</p>	<p>1. With 'N' number of Registrars, inquire how many domains are registered to its accredited legal entity. a. Request the list of those domains and their purpose of use. Examine the purposes of use and determine if the purpose of use is anything other than conducting its Registrar Services. If so, note the exception. b. Request a log of time stamped acceptance by 'N' Registrants regarding 'N' domain names or signature page of all relevant registration agreements. Note domain names where no evidence of registration agreement has been entered. c. Review terms of registration agreements to see if provisions 3.7.7.1 - 3.7.7.12 (inclusive) are included.</p>	<p>√</p>	<p>√</p>		
<p>3.7.8</p>	<p>Whois data verifications</p>	<p>RAA</p>	<p>1. Sample 'N' Whois tickets from the W-Ticketing System and confirm the following: a. Evaluate the sample to determine if the ticket was resolved in a reasonable timeframe (15-20 days). Per 2002 Advisory, did the registrar contact the registrant promptly (2 days after receiving the report). If no evidence exists, note the exception. b. Confirm if the Registrar received a response from the Registrant (within 15 days). If so, evaluate whether the Registrar took reasonable steps based on Registrant response to either: correct the information by the Registrant, delete the domain by the Registrar, or close the ticket by the Registrar. Note exceptions to this process.</p>	<p>√</p>	<p>√</p>	<p>√</p>	

3.10	Insurance	RAA	<p>1. Perform a random selection of 'N' Registrars and request a copy of their insurance.</p> <p>a. Review the type of policy to verify that:</p> <p>a.1. it covers general commercial liability insurance (or international equivalent)</p> <p>a.2. the policy limit is at least US\$500,000</p> <p>a.3. the policy is current (as of today's date)</p> <p>Note any exception.</p>	√	√	√	√
3.12	Reseller agreement (mandatory provisions)	RAA	<p>1. Randomly select 274 Registrars (274 is needed to achieve 95% confidence level, with .05 deviation) and perform the following:</p> <p>a. Inquire as to whether the Registrar provides Registrar Services through resellers.</p> <p>b. If so, randomly sample 'N' Agreements and request copies of reseller agreements used by registrars and confirm all mandatory provisions 3.12.1 – 3.12.6 are included.</p>	√	√		
3.12.5 and 3.15	Registrant rights and responsibilities	RAA	<p>1. Randomly select 'N' Registrars and inquire with each Registrar whether the Registrar provides Registrar Services through resellers. If so, view both registrar and all its resellers' websites to confirm (if not, only view registrar's website):</p> <p>Do the registrar's and/or all its resellers' websites (if applicable) provide a link to http://www.icann.org/en/resources/registrars/registrant-rights-responsibilities where the ICANN "Registrant Rights and Responsibilities" document is posted? Note the exception.</p>	√			
3.13	Registrar training	RAA	<p>1. Randomly select 'N' Registrars.</p> <p>2. Confirm with [Mike Zupke of] Registrar Liaison to see if each registrar selected in 1 has completed the training course online and obtain records/proof. Note any exceptions.</p>	√		√	

3.16	Registrar contact details on registrar's website	RAA	1. Randomly select 'N' Registrars and view their websites to see if contact details, including email and mailing address, are posted. 2. Use the registrar published information to contact the registrar and note all non-working contact information.	√		√	
5.11	Update contact information in RADAR	RAA	1. Randomly select 'N' Registrars, review their RADAR information, and contact them by email, fax and courier to validate the information. List Registrars whose contact details appear out of date and note day of change (if available/possible). Document changes that occurred more than 30 days ago (as the Registrar should have notified ICANN within 30 days of change).	√	√	√	
5.3.3	Provide ICANN with list of directors and officers	RAA	1. Randomly select 'N' Registrars and conduct a company search via Internet or through search service providers and document the directors and officers found. 2. Compare the data from search against registrar files. Note any actionable discrepancies (i.e., ICANN not notified of changes after 30 days).	√	√		

Other Policies to be included as part of this Audit RFP:

- 1) Obligations to comply with the Restored Names Accuracy Policy (<http://www.icann.org/en/registrars/map.htm>)
 - a. Please confirm that if and when a Registrar restored a name (from the redemption grace period) that had been deleted on the basis of submission of false contact data or non-response to Registrar inquiries, the name was placed on Registrar Hold status until the registrant has provided updated and accurate Whois information.
- 2) Obligations to comply with the Whois Data Reminder Policy (<http://www.icann.org/en/registrars/wdrp.htm>)

- a. Please indicate whether the Registrar has sent reminders to registrants at least annually requesting current Whois Information, and reminding the registrants that a provision exists dictating that false Whois information can be grounds for termination.

3) Obligations to comply with the Inter-Registrar Transfer Policy (IRTP) (<http://www.icann.org/en/transfers/>)

- a. Please indicate whether the Registrar has been in compliance with all aspects of the IRTP, including:
 - i. The use and retention of Form of Authorizations (FOAs);
 - ii. Denying transfer requests only based on the reasons specified in Paragraph 3 of the IRTP; and,

Providing 'Authinfo' code to the Registered Name Holder within 5 calendar days of the initial request and did not employ overly restrictive mechanisms for complying with a Registered Name Holder's request to obtain applicable 'AuthInfo' code.

Registry Audit Plan

Provision	Obligation	Type	Audit Steps	Option 1	Option 2	Option 3	Option 4
3.1.b	Implement consensus policies	Ry Agreement	1. Inquire as to whether or not the Registry is complying with all Consensus Policies established by ICANN BOD. Note any exceptions based on response.	√			
3.1.c.i	Data escrow	Ry Agreement	1. Inquire as to whether or not the Registry Operator is in compliance with all Data Escrow requirements (including Appendices 1&2) set forth in the Registry Agreement. 2. Request data escrow deposit files per TLD from each registry operator (one full deposit and one incremental deposit for the next following date.) Download a copy of the zone file corresponding to the same dates as the deposit files. 3. Randomly select [N] domain names, [N] being the sample size calculated accordingly. 4. Obtain Whois output for the domain files selected above for each sample. 5. Import the deposit files to a database for each day. 6. Generate Whois output for the [N] selected domains above per each day. 7. Compare generated Whois output with the one obtained. 8. Generate a zone file from the database for each day. 9. Compare the generated zone file with the downloaded zone file for each day. 10. Determine the minimum set of domain names that require glue records (IPv4 or IPv6 records) for each day. 11. Verify if the database contains the required glue	√	√	√	√

			<p>records for each day.</p> <p>12. Generate report and determine level of completeness of the escrowed information. This means determining whether:</p> <p>12.a. All the fields in the generated zone file match all the fields included in the downloaded zone file.</p> <p>12.b. All the fields in the generated zone file are complete.</p> <p>12.c. The file includes information related to all the domain names in the corresponding TLD.</p> <p>13. Pull the appropriate data from the escrow file and compare it with actual Whois queries.</p> <p>14. Generate report and determine accuracy level of the escrowed information.</p>				
3.1.c.ii	Personal data	Ry Agreement	<p>1. Inquire as to whether 'ALL' Registries take reasonable steps to protect personal data.</p> <p>2. Obtain the notification from the Registry Operator notifying the Registrars of the purpose for collecting the data.</p> <p>3. Inquire as to whether or not a mechanism is in place for accessing and correcting personal data. Confirm that the mechanism is included in the notifications.</p>	√		√	
3.1.c.iii	Bulk zone file access	Ry Agreement	<p>1. Request all Registries to provide a sample of 'N' users from their zone file, inquire with said users as to whether they've had issues with access to their file. Note exceptions.</p>	√	√		
3.1.c.iv	Monthly Reporting	Ry Agreement	<p>PART 1--- 1. Review the monthly reports for the last 12 months and confirm if they've been submitted in a timely fashion.</p> <p>2. Based on monthly report review in step 1, determine if bulk zone file access is being provided. Note any exceptions.</p> <p>3. Inquire as to whether or not 'N' Registries are compliant with all monthly reporting requirements as set forth in Section 3.1(c) of the Registry Agreement.</p> <p>4. Obtain the raw data used by the Registries to</p>	√	√		

			<p>generate their monthly reports.</p> <p>5. Dump this data into a database and regenerate the SLA Report and compare to:</p> <p>a. Monthly reports sent from the Registry to ICANN Registry Liaison displaying the following: SLA performance, Total number of transactions by subcategory per month. Note any discrepancies between raw data reporting and the reports received from the Registry.</p> <p>PART 2--- 6. Review the Monthly SLA Reports and ascertain whether:</p> <p>a. DNS Service Availability is at a minimum: 99.9%</p> <p>b. Whois Availability is at a minimum or higher: 99.4%</p> <p>c. Document findings in the SLA Reporting Chart-8-30-11.xls (found within this workbook). Note any discrepancies between component/service within the Chart against the monthly report provided by the Registry. Any discrepancies should be highlighted, so that ICANN may investigate.</p>				
3.1.c.v	Whois	Ry Agreement	<p>1. Query each Registry's Whois server and analyze results to determine if services are available and the data is in the proper format. Note exceptions.</p> <p>2. Compare the results in step 1 against the Registry Agreement (format, information) and note any exceptions.</p>	√	√	√	

3.1.d.i	Reserved TLD strings	Ry Agreement	<ol style="list-style-type: none"> 1. Request a complete list of Reserved Names from ALL Registry Operators and confirm if they are included within their respective contracts-Appendix 6 listing reserved names. Note differences. 2. Perform the same steps with the DNS as in #1 via a DNS query for the reserved name. Unless you receive a "domain does not exists" response, the domain is not reserved. Note any exceptions. 3. Copy and paste the lists received in notepad listing the reserved name and perform the following: <ol style="list-style-type: none"> a. For each Registry, query 'Whois 2nd level domain.top level domain' and confirm if the domain is not found. If the domain is found, note the exception. 	√			
---------	----------------------	--------------	--	---	--	--	--

Appendix B Project Management Deliverables

This appendix lists and briefly describes the project management deliverables to be completed by the Vendor.

Deliverable	Description
Project Charter	Defines project scope, objectives, and overall development approach; serves as a contract between the project team and the client, stating what the project is to deliver, and the budget, time constraints, resources, and standards for the project.
Project Work Plan	A detailed work plan consisting of project activities, tasks, deliverables, resources, status, schedule, and contingencies. Actual hours worked on tasks must be regularly captured in the work plan.
Roles & Responsibilities	Document the roles and responsibilities for the project participants, to ensure responsibilities are identified and understood for all project activities.
Project Plan Presentation	A high-level presentation to client management that describes the scope, schedule, work plan, and various approaches to the project based on the Project Charter.
Audit Risk Assessment Checklist for New Projects	A checklist that alerts Client that a new project is about to start and helps Client plan its potential participation.
Weekly and Monthly Status Reports	Reports that convey project status in terms of deliverables, schedule, budget, and project Issues and Change Requests. Any problems impeding progress must be reported weekly and monthly.
Issue Forms and Summaries	Forms used to document and communicate an important project concern that normally does not require an update to the Project Charter. The summary is updated whenever an Issue Worksheet is created or the status of an Issue Worksheet changes.
Change Request Forms, Assessments, and Summaries	A Change Request must support anything that materially affects or changes the current Project Charter. The assessment form describes the impact of the Change Request on project costs, deliverables, work effort, schedule, organization, and other factors. The summary is updated whenever a Change Request is created or changes status. Approved Change Requests must be tracked in the project work plan.
Project Management Reviews	Quality control checklists containing common-sense questions to ask when reviewing project tasks, activities, and deliverables.
Project Checkpoint Reviews	Used to evaluate projects at the completion of key milestones or project phases to ensure quality, adherence to standards, promote communication, and support continuous improvement and disciplined project management. Typical checkpoints include, but are not limited to, the following:

Deliverable	Description
	Project Plan Review Monthly Audit Status Updates
Project Assessment	A deliverable that documents the assessment of project team performance and methodology and tool use; provides feedback for future projects.
Deliverable Review Matrix	This deliverable defines the roles and responsibilities for project deliverable review and approval. It lists the project deliverables to be reviewed, the individuals involved, and the role(s) they play in review and approval.
Project Turnover	This deliverable ensures that ICANN will have the required information, knowledge, skills, and experience to accept the services into the ICANN environment and effectively manage and support it.

Appendix C Sample Activity-Level Work plan

This appendix contains a sample activity-level project work plan for your information. Vendor must provide an activity-level work plan for the project in its proposal as specified in RFP Appendix D, Required Proposal Format.

Sample Activity-Level Work plan							
Name	% Cmpl	Start Date	End Date	Task Duration	Predecessor	Est. to Compl	Resources
Analysis							
Activity 1..n							
Design							
Activity 1..n							

Appendix D Required Proposal Format

This appendix describes the required format (section order) and content for proposals.

Proposal Format:

Hard copy proposals of less than 30 pages should be submitted using a 3-hole presentation folder.

Hard copy proposals over 30 pages should be submitted using an appropriately sized 3-ring binder.

DO NOT submit hard copy proposals that are hardbound or spiral-bound.

For larger proposals, provide tabs for the proposal content sections identified below.

Proposal Cover Letter:

Include the name, complete mailing address, email address, and telephone numbers (voice and facsimile) for your company's proposal contact person.

Table of Contents

- 1.0 Executive Summary
- 2.0 Project Scope
 - 2.1 Project Goals and Objectives
 - 2.2 Deliverable Scope
 - 2.3 Logical Scope
- 3.0 Project Management Approach
 - 3.1 Knowledge Coordination Approach
 - 3.2 Scope Management Approach
 - 3.3 Risk Management Approach
 - 3.4 Client Communication Approach
 - 3.5 Testing Approach
 - 3.6 Quality Management Approach
 - 3.7 Knowledge Transfer Approach
- 4.0 Project Organization
 - 4.1 Project Organization Chart
 - 4.2 Project Management and Control Structure
 - 4.3 Resumes for Key Project Staff

- 4.4 Subcontractors
- 5.0 Project Estimate, Milestones, and Work plan
- 5.1 Deliverable-Based Project Estimate
- 5.2 Proposed External Project Milestones
- 5.3 Activity-Level Project Work plan
- 5.4 Proposed Internal Project Milestones
- 6.0 Pricing
- 7.0 Warranty
- 8.0 Proposal Assumptions
- 9.0 Insurance Coverage
- 10.0 Exceptions
- 12.0 Alternate Proposals
- 13.0 Additional Information
- 14.0 Vendor Profile

Proposal Section Descriptions

Brief descriptions of each proposal section appear below.

1.0 Executive Summary

Summarize your proposal in no more than three pages, being sure to touch on the purpose, goals, objectives, scope, major deliverables, and organizational approach your company proposes for this project. Write this summary for members of the ICANN management and control structure or steering committee who need an overview of the project.

2.0 Project Scope

The Project Scope section establishes the initial project boundaries including project purpose, proposed deliverables, and knowledge base objects to be created or refined during the project. Describe your understanding of the scope of the project in terms of goals, objectives, requirements, deliverables, and logical scope based on the Business Requirements in RFP Appendix A.

2.1 Project Goals and Objectives

Describe your understanding of project goals (target or development direction) and objectives (measurable, desired outcomes) and your approach to meeting them.

2.2 Deliverable Scope

Describe the deliverable scope by specifying the deliverables your team will produce to meet the established project goals and objectives.

2.3 Logical Scope

Describe your understanding of the project's logical scope by identifying the subset of the enterprise, or of its information systems, to be included in the project. Also describe your approach to meeting the logical scope based on the Business Requirements in RFP Appendix A and the Technical Environment. Quantify the scope in terms of processes, externals, and other characteristics to assure ICANN that you have a thorough understanding of what is needed to deliver the required solution.

3.0 Project Management Approach

In this section, describe how you will manage the project described in the RFP. It is assumed you will follow the ICANN-specified methodology route map or project type. Describe how you will coordinate project knowledge within the project team, manage project scope with the Project Charter and Change Requests, communicate project status and requirements to clients and IS staff, manage project quality, control project risk, develop and deliver user and IS training, and transfer knowledge from the project team to the Contractual Compliance Team.

3.1 Knowledge Coordination Approach

Describe the roles, responsibilities, standards, and procedures for managing project information. This topic encompasses procedures for backups, version control, security, and encyclopedia consolidation. It also includes the tools to be used to manage the knowledge base and the purpose of each tool. It also describes the knowledge coordination function, its importance in the development life cycle, and any critical success factors.

3.2 Scope Management Approach

Describe your approach and procedures for controlling scope throughout the project. This topic includes the maintenance of the Project Charter, the use of Change Request forms, and the screening and investigative processes and roles for reviewing Change Requests.

3.3 Risk Management Approach

Describe the risk management objectives for this project, how and when project risks will be assessed, and how risks will be managed throughout the project.

3.4 Client Communication Approach

Describe a strategy for ensuring effective project communication between the team and the client, and for helping the client manage the business and organizational changes the project will bring. Describe the timing, format, and resources for each aspect of the strategy.

3.5 Testing Approach

If the project includes the development and implementation phases, describe the testing tools, techniques, actions, documentation, staffing, and procedures for ensuring that the system performs as specified and is as defect-free as possible. The testing approach covers all three types or levels of application testing—unit; system (integration, stress, volume, and so on); and user acceptance testing.

3.6 Quality Management Approach

Describe your approach (tools, techniques, actions, staffing, and procedures) to ensuring project quality. Who will have a role in quality assurance and control and at what level of participation?

3.7 Knowledge Transfer Approach

Describe how you will identify the areas where project and system knowledge needs to be transferred or shared among project team members and other members of the ICANN organization during development and installation. Describe the methods you will use to transfer this knowledge.

4.0 Project Organization

Describe the project organization and key staff members your company proposes for the project in this section.

4.1 Project Organization Chart

Provide an organization chart of your company's proposed project organization that includes the names of staff members for the key project roles identified in proposal Section 4.3.

4.2 Project Management and Control Structure

Describe the management and control structure at your company that has oversight responsibility for the proposed project team.

4.3 Resumes for Key Project Staff

Please provide the resumes of staff members your company is proposing for all key project roles.

4.4 Subcontractors

Provide names and descriptions of major third parties or subcontractors your company is proposing for the project and their proposed project responsibilities.

5.0 Project Estimate, Milestones, and Work plan

In this section provide a deliverable- or "product-based" estimate for the project in hours, identify proposed external and internal project milestones, and define the work and work schedule for the project at the activity level with assigned staff roles.

5.1 Deliverable-Based Project Estimate

Present an estimate, in hours, for completing the overall project using a deliverable-based estimating approach. (A deliverable-based estimate is one that indicates the time

required to complete the project based on the deliverables and work products to be developed.)

5.2 Proposed External Project Milestones

List the proposed external milestones for the project. (These milestones identify the key external events or dates that affect the project and dictate its schedule.)

5.3 Activity-Level Project Work plan

Develop a work plan for the project that identifies all project activities. Include the planned start and completion dates for these activities and the role names assigned to them. (A work plan activity is a grouping of one or more related lower-level tasks. While project work plans for ICANN projects must be defined to the task level, the work plan your company submits in the proposal must be defined only to the activity level.)

Vendors may create the activity-level work plan for this RFP using any project-scheduling tool. However, ICANN requires the selected Vendor to use a Project Software Management Tool (upon ICANN's approval) for work-plan creation and maintenance.

5.4 Proposed Internal Project Milestones

Provide a list of proposed internal project milestones. (Internal milestones identify key events in a project work plan based on the completion of work products and deliverables.)

6.0 Pricing

List your firm-fixed-price and delivery schedule for each output deliverable in the project route map (described in RFP Appendix C) using the Deliverable Pricing and Schedule Summary table shown below.

Additionally, please reference RFP Appendix E, Vendor Proposal Pricing Requirements, for further instructions regarding submission of your pricing proposal. Please note that actual cost information must not be included in the main body of your proposal.

To allow for an unbiased evaluation of proposed technical solutions, effective 06-01-04, Pricing must be submitted directly to the designated ICANN contact in the form of a separate pricing document.

Please allocate expenses and project management costs to each deliverable rather than itemizing them separately.

Deliverable Pricing and Schedule Summary

	Deliverable Description	Proposed Start Date	Proposed Completion Date	Proposed FFP Price
1				
2				
3				
4				
5				
6				
7				
8				
9				
10				

6.1 Holdback Amount and Acceptance

ICANN will require a fifteen (15%) holdback amount from each major deliverable for this project. This holdback amount will be paid as a lump-sum amount upon Final Acceptance of the project by ICANN. Final Acceptance criteria and measurements will be agreed upon by the successful Vendor and ICANN prior to issuance of a purchase order.

Please include in your proposal a statement agreeing to the holdback requirement, and provide proposed criteria under which Final Acceptance of deliverables can be measured.

7.0 Warranty

The warranty period should be defined in your project plan with specific dates tied to the implementation date. The warranty period should encompass monthly, quarterly, and yearly processing cycles. If not, thorough testing should be completed to ensure that all cycles have been tested, verified, and the results approved by users. All outstanding problems left open at implementation or logged during the warranty period should be resolved and corrected by the selected Vendor prior to project close out.

Describe how your company will warrant the deliverables of this project against errors, omissions, or other flaws. State how long your company will provide this warranty, what types of resource support will be available to correct deficiencies (on-site or on-call, for example) and your company's response time (in hours) for beginning work on a problem after it is reported.

Unless otherwise specified, a 90-day warranty is expected for all new or modified software deliverables.

8.0 Proposal Assumptions

State any assumptions on which your company's proposal is based. Clearly state if any of these assumptions is a requirement of the proposal. Only assumptions specified in this section of the proposal will be considered.

9.0 Insurance Coverage

ICANN requires proof of insurance coverage, Insurance and Labor Liability Requirements, **prior** to beginning any work. The Vendor can provide proof of such coverage in the proposal or upon award. Please provide actual proof of insurance coverage or a statement indicating your ability to meet these requirements in this section of the proposal.

10.0 Alternate Proposals

ICANN values the industry and innovation of its Vendors and in this spirit invites your company to submit alternate proposals to the specifications outlined in this RFP. Alternate proposals may include variations to RFP specifications or completely different solutions to ICANN's desired end product.

11.0 Additional Information

Include in this section of the proposal any other information not requested elsewhere that supports your company's response.

12.0 Vendor Profile

If this is the first time your company is proposing work for ICANN, please provide the following company information:

Company Profile: Outline your company's history, corporate relationships, and areas of special expertise.

Qualifications: Describe your company's qualifications in the following areas:

Project Experience and Approach

Industry, Technology, and Functional

Methods, Tools, and Techniques

Other

References: Provide five references for your company that include the reference company name, address, contact person, and contact person telephone numbers.

Financial Information: Supply your company's financial statements or annual reports for the current year and two prior years.

Conflicts of Interest:

The Vendor shall take measures to avoid any activity or situation that could compromise, or give the appearance of compromising, the impartial and objective performance of the contract (e.g., a person has a conflict of interest if the person directly or indirectly appears to benefit from the performance of the contract). The Vendor shall maintain a written, enforced conflict of interest policy that defines what constitutes a potential or actual conflict of interest for the Vendor. Further, at a minimum, the final contract with the Vendor will have a specific conflicts of interest clause required.

Appendix E Insurance and Labor Liability Requirements

ICANN requires proof of insurance coverage stated in this document **prior** to beginning any work.

In your company's proposal, please provide actual proof of insurance coverage or a statement indicating your company's ability to meet these requirements in the location specified in RFP Appendix D, Required Proposal Form.

Appendix F Vendor Proposal Pricing Requirements

Vendors Note: It is Mandatory that your Proposal to ICANN provides pricing for each defined project deliverable in the format described in Appendix E.

A Brief Guide for ICANN Services Vendor

PROPOSAL PRICING PREPARATION

ICANN Vendors are required to provide component level pricing for all products and services proposed to ICANN. ICANN will carefully review the cost elements of each Vendor proposal to ensure that the final Vendor selection reflects the best overall long-term value for ICANN’s financial investment. ICANN’s required format for submitting Vendor cost data is described later in this section.

ICANN requests that Vendors provide pricing for specific tasks identified as “Deliverables”. Services proposed to ICANN will normally need to define the specific labor and materials cost elements required to complete each deliverable. To achieve this, Vendors should complete the steps noted below.

STEP 1: Define ALL participating employee Skill Sets and proposed rates.

Example Skill Sets and Rates follow:

Proposed Skill Set	Base Rate
Program Manager	\$XX per Person/Day
Senior Programmer	\$XX per Person/Day
Programmer	\$XX per Person/Day
Trainer	\$XX per Person/Day

STEP 2: Provide Task-Based pricing for each defined project deliverable based on the defined skill sets and rates.

STEP 3: Provide Pricing for any expensed items included in the proposal.

Each specific task and/or Deliverable proposed to ICANN must be provided with a cost breakdown on the labor element.

**2012-10-03-01e-Annex-Exhibit-B-Board-Submission-
Contractual-Compliance-Audt.pdf**



Contractual Compliance Audit Program

CONFIDENTIAL

Contractual Compliance Audit Program

Goal: To proactively identify deficiencies and manage the remediation process to ensure compliance with contractual obligations.

Approach: To deploy a 3 Year audit program to all contracted parties with a consistent process and methodology.

- Year 1 - one third (1/3) of the Registry and Registrar agreement
- Year 2 - another one third (1/3) from the remaining list
- Year 3 - the remaining one third of all agreements (1/3) will be audited

Scope: All Registrar and Registry Agreements; High-risk provisions from both agreements and the following policies: Inter Registrar Transfer, Restored Names Accuracy and Whois Data Reminder;
(Please refer to appendix for details)

Note 1: New agreements may be included, at any time

Note 2: Registrars or Registries may be subject to more than one audit

Audit Program Selection Process:

- ✓ Developed Audit strategy, Process and methodology
- ✓ Developed Vendor Management Scorecard, methodology and vendor selection process
- ✓ Issued RFP to 5 Vendors - KPMG, EY, DT, PWC, Grant Thornton
- ✓ Completed RFP reviews and vendor presentations to steering committee

Confidential and Business Proprietary

Next Steps:

- Obtain approval from Board Finance Committee week of 24 September 2012
- Obtain approval from Board on 2 October 2012

Once approved:

- Onboard selected vendor in November
- Initiate Request for Information from contracted parties in November
- Onboard additional ICANN staff resource
- Execute program January 2013

APPENDIX

RFP Process:

Description	From	To	Status
RFP Release to Vendors	13-Jun-12	13-Jun-12	✓
Deadline for Vendor RFP Questions to ICANN	13-Jun-12	29-Jun-12	✓
ICANN Response to Vendor Questions	29-Jun-12	13-Jul-12	✓
Proposal Delivery Deadline	13-Jul-12	27-Jul-12	✓
ICANN Proposal Questions to Vendors	27-Jul-12	17-Aug-12	✓
Responses to ICANN Questions Due	17-Aug-12	31-Aug-12	✓
ICANN RFP Review, Evaluation, Vendor PPTs, Selection of Final Proposal	31-Aug-12	28-Sep-12	
Anticipated Vendor Selection Announcement	28-Sep-12	8-Oct-12	
Anticipated Project Start	5-Nov-12	N/A	



Audit Option 3 Selected: Registrar

Provision	RAA	Option 1	Option 2	Option 3	Option 4
2.2	Registrar's use of ICANN's trademark. (optional for a Registrar to use the Logo)	X			
3.10	Insurance	X	X	X	X
3.12	Reseller agreement (mandatory provisions)	X	X	X	
3.13	Registrar training	X			
3.16	Registrar contact details on registrar's website	X		X	
5.11	Update contact information in RADAR	X	X	X	
3.12.5 and 3.15	Registrant rights and responsibilities	X			
3.3.1 to 3.3.5	Whois	X	X	X	X
3.4.2	Maintenance of registration data for 3 years after termination	X		X	X
3.7.4	Reasonable assurance of payment	X	X		
3.7.5.2	Domain name renewal w/out consent from registrant	X	X		X
3.7.5.3 to 3.7.5.6	EDDP-Domain name renewal, provision of applicable information to registrants	X	X	X	
3.7.7	Registration agreement w/ registrants (mandatory provisions)	X	X	X	
3.7.8	Whois data verifications	X	X	X	
5.3.3	Provide ICANN with list of directors and officers	X	X		

**Also included in all Options: IRTP, Restored Names Accuracy, WDRP

Audit Option 3 Selected: Registry

Provision	Registry	Option 1	Option 2	Option 3	Option 4
3.1.a.i	Implement temporary policies or specs to preserve security and stability/	X	X	X	X
3.1.b	Implement consensus policies	X			
3.1.c.i	Data escrow	X	X	X	X
3.1.c.ii	Personal data	X		X	
3.1.c.iii	Bulk zone file access	X	X		
3.1.c.iv	Monthly Reporting	X	X		
3.1.c.v	Whois	X	X	X	
3.1.d.i	Reserved TLD strings	X			

Year One Audit Plan Schedule

			2012		2013			
OVERALL AUDIT PHASES	From	To	Nov.	Dec.	Jan.	Feb.	March	April
Planning Phase (Internal)	10-Aug-12	30-Aug-12						
Planning Phase (with Selected Vendor)	30-Aug-12	30-Oct-12						
Organizing Phase	15-Oct-12	30-Oct-12						
Pre-Audit Notification	1-Nov-12	5-Nov-12						
Audit Phase	5-Nov-12	15-Mar-13						
Reporting Phase	1-Apr-13	26-Apr-13						
Remediation Phase	1-May-13	5-Jun-13						

