## Summary of Changes to Draft Registrar Accreditation Agreement

## 7 March 2013

The table below sets forth a summary of the changes made to the draft Registrar Accreditation Agreement (RAA) to reflect ICANN's current negotiating position, compared to the draft posted by ICANN in June 2012. Additions are reflected in bold double underline and deletions are reflected in strikethrough. These changes reflect, among other things, requests made by the Registrars' Negotiating Team (on behalf of its constituency) and ICANN, and are the product of numerous negotiation sessions between ICANN and the Registrars' Negotiating Team. Note that non-substantive and stylistic changes to the draft agreement are not reflected in the below table.

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| 1.23 | **"Specifications and/or Policies" include Consensus Policies, Specifications (such as the Whois Accuracy Program Specification) referenced in this Agreement, and any amendments, policies, procedures, or programs specifically contemplated by this Agreement or authorized by ICANN's Bylaws.** | This new definition was drafted to more precisely define the use of the terms "specifications" and "policies," when compared to the June 2012 draft RAA, as well as the 2009 RAA. |
| 1.25 | **"Whois Accuracy Program Specification" means the Whois Accuracy Program Specification attached hereto, as updated from time to time in accordance with this Agreement.** | New definition added to define the WHOIS accuracy program specification attached to the draft 2013 RAA. |
| 3.2.2 | Within ~~five~~**seven** (~~5~~**7**) ~~business~~ days after receiving any updates from the Registered Name Holder to the data elements listed in Subsections 3.2.1.2, 3.1.2.3, and 3.2.1.6 for any Registered Name that Registrar sponsors, Registrar shall submit the updated data elements to, or shall place those elements in the Registry Database operated by, the relevant Registry Operator. | Changed due to the fact that "business days" may vary from jurisdiction to jurisdiction. |
| 3.3.1 | At its expense, Registrar shall provide an interactive web page and a port 43 Whois service (each accessible via both IPv4 and IPv6) providing free public query-based | Change specifies that the Consensus Policy development process is the appropriate mechanism to modify the data |

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| | access to up-to-date (i.e., updated at least daily) data concerning all active Registered Names sponsored by Registrar in any gTLD. ~~The data accessible shall consist of elements that are designated from time to time according to an ICANN adopted specification or policy.~~ Until ~~ICANN~~ otherwise ~~specifies by means of an ICANN adopted specification or policy, this~~ **specified by a Consensus Policy, such** data shall consist of the following elements as contained in Registrar's database: | elements specified in Sections 3.3.1.1 through 3.3.1.8. **\*NOTE that the Registrars are requesting that Port 43 requirements be limited only to "thin" registries; ICANN has not agreed to this request. The Registrars Negotiating Team believes that in the case of thick registries, the provision of port 43 Whois service duplicates a Registry-provided service and is not meaningfully useful by third parties** |
| 3.3.5 | In providing query-based public access to registration data as required by Subsections 3.3.1 and 3.3.4, Registrar shall not impose terms and conditions on use of the data provided, except as permitted by ~~policy~~**any Specification or Policy** established by ICANN. Unless and until ICANN establishes a different Consensus Policy, Registrar shall permit use of data it provides in response to queries for any lawful purposes except to: (a) allow, enable, or otherwise support the transmission by e-mail, telephone, ~~or~~**postal mail,** facsimile **or other means** of mass~~,~~ unsolicited, commercial advertising or solicitations to entities other than the data recipient's own existing customers; or (b) enable high volume, automated, electronic processes that send queries or data to the systems of any Registry Operator or ICANN-Accredited registrar, except as reasonably necessary to register domain names or modify existing registrations. | Changes reflect the creation of a new "Specification or Policy" defined term. The addition of "postal mail" and "other means" was made to reflect that mass solicitations may be made through postal mail and other means. |
| 3.3.6 | In ~~addition~~**the event that ICANN determines, following analysis of economic data by an economist(s) retained by ICANN (which data has been made available to Registrar), that an individual or entity is able to exercise market power with respect to registrations or with respect to** | Revisions reflect advice received by ICANN from its economic advisors that no one registrar exercises market power with respect to registrations or with respect to registration data used for development of value added |

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| | **registration data used for development of value-added products and services by third parties**, Registrar shall provide third-party bulk access to the data subject to public access under Subsection 3.3.1 under the following terms and conditions: | products and services by third parties. If this changes in the future, the revised provision provides ICANN with a means to reinstitute the requirements relating to the provision of third-party bulk access. |
| 3.3.7 | ~~Registrar's obligations under Subsection 3.3.6 shall remain in effect until the earlier of (a) replacement of this policy with a different ICANN policy, established according to Section 4, governing bulk access to the data subject to public access under Subsection 3.3.1, or (b) demonstration, to the satisfaction of ICANN, that no individual or entity is able to exercise market power with respect to registrations or with respect to registration data used for development of value-added products and services by third parties.~~ | Deleted as a result of the revisions to Section 3.3.6. |
| 3.3.7 | To comply with applicable statutes and regulations and for other reasons, ICANN may ~~from time to time~~ adopt ~~policies and specifications~~**a Consensus Policy** establishing limits (a) on the Personal Data concerning Registered Names that Registrar may make available to the public through a public-access service described in this Subsection 3.3 and (b) on the manner in which Registrar may make such data available. ~~In the event ICANN adopts any such policy,~~ Registrar shall ~~abide by it~~**comply with any such Consensus Policy**. | Revised to provide that the Consensus Policy development process is the appropriate mechanism to address changes in applicable law relating to access to personal data. |
| 3.4.1.5 | the name, postal address, e-mail address, and voice telephone number provided by the customer of any privacy service or licensee of any proxy registration service, in each case, offered or made available by Registrar~~,~~ ~~its Affiliates~~ or its ~~Resellers~~**Affiliates** in connection with each registration. **Effective on the date that ICANN fully implements a Proxy Accreditation Program established** | The deletion of "Resellers" reflects the intent to address these requirements, as it relates to Resellers, in the Proxy Accreditation Program established pursuant to the terms of the 2013 RAA.

The inserted second sentence was |

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| | **in accordance with Section 3.14, the obligations under this Section 3.4.1.5 will cease to apply as to any specific category of data (such as postal address) that is expressly required to be retained by another party in accordance with such Proxy Accreditation Program.** | added to eliminate the registrar's obligation if a Proxy Accreditation Program is developed, and if such program requires another party to satisfy the same obligations. |
| 3.4.2.3 | In electronic form, records of the accounts of all Registered Name Holders with Registrar, ~~including dates, amounts, form of payment, credit card numbers (if available) and unique transaction identification numbers, associated with all payments and refunds~~. | The deletion was made at the request of the Registrars' Negotiating Team in part due to the creation of the data retention specification and the obligations set forth therein. |
| 3.4.3 | During the Term of this Agreement and for two (2) years thereafter, Registrar shall make ~~these~~**the data, information and** records **specified in this Section 3.4** available for inspection and copying by ICANN upon reasonable notice. **In addition, upon reasonable notice and request from ICANN , Registrar shall deliver copies of such data, information and records to ICANN in respect to limited transactions or circumstances that may be the subject of a compliance-related inquiry; provided, however, that such obligation shall not apply to requests for copies of the Registrar's entire database or transaction history. Such copies are to be provided at Registrar's expense. In responding to ICANN's request for delivery of electronic data, information and records, Registrar may submit such information in a format reasonably convenient to Registrar and acceptable to ICANN so as to minimize disruption to the Registrar's business. In the event Registrar believes that the provision of any such data, information or records to ICANN would violate applicable law or any legal proceedings, ICANN and Registrar agree to discuss in good faith whether appropriate limitations, protections, or alternative solutions can be identified to allow the production of** | The changes enhance ICANN's ability to assess and enforce compliance with the terms of the RAA by requiring registrars to provide copies of requested materials in a manner that does not place unnecessary burdens on registrar. Registrars have long been providing ICANN with copies of requested materials; the addition of this language clarifies this obligation. |

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| | **such data, information or records in complete or redacted form, as appropriate.** ICANN shall not disclose the content of such **data, information or** records except as expressly required by applicable law ~~or a Consensus Policy or as otherwise permitted by an ICANN specification or policy~~**, any legal proceeding or Specification or Policy**. | |
| 3.7.1 | In the event ICANN adopts a ~~specification or policy,~~**Specification or Policy that is** supported by a consensus of ICANN-Accredited registrars **as reflected in the Registrar Stakeholder Group (or any successor group)**, establishing or approving a Code of Conduct for ICANN-Accredited registrars, Registrar shall abide by that Code **of Conduct**. | Changes are reflective of the expectations that ICANN will continue to work with the Registrar Stakeholder Group in the event of the creation of a Code of Conduct applicable to registrars. |
| 3.7.5 | Registrar shall not insert or renew any Registered Name in any gTLD registry in a manner contrary to ~~an ICANN policy~~**(i) any Consensus Policy** stating a list or specification of excluded Registered Names that is in effect at the time of insertion or renewal**, or (ii) any list of names to be reserved from registration as required by the specific Registry Operator for which the Registrar is providing Registrar Services**. | Changes made to clarify that registry operators may also reserve domain names. |
| 3.7.7 | Registrar shall require all Registered Name Holders to enter into an electronic or paper registration agreement with Registrar including at least the provisions set forth in Subsections 3.7.7.1 through 3.7.7.12**, and which agreement shall otherwise set forth the terms and conditions applicable to the registration of a domain name sponsored by Registrar**. The Registered Name Holder with whom Registrar enters into a registration agreement must be a person or legal entity other than the Registrar, | The first addition is reflective of the creation of the Registrants' Rights and Responsibilities document (attached to the RAA), which provides that registrars should provide registrants with the terms and conditions applicable to their Registered Names sponsored by the registrar.

The second change is intended to |

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| | provided that Registrar may be the Registered Name Holder for domains registered for the purpose of conducting its Registrar Services, in which case the Registrar shall submit to the provisions set forth in Subsections 3.7.7.1 through 3.7.7.12 and shall be responsible to ICANN for compliance with all obligations of the Registered Name Holder as set forth in this Agreement and ~~ICANN policies established according to this Agreement.~~**Specifications and Policies.  Registrar shall use commercially reasonable efforts to enforce compliance with the provisions of the registration agreement between Registrar and any Registered Name Holder that relate to implementing the requirements of Subsections 3.7.7.1 through 3.7.7.12 or any Consensus Policy.** | enhance compliance with the requirements of the RAA by requiring registrars to enforce their agreements with registrants. |
| 3.7.7.1 | The Registered Name Holder shall provide to Registrar accurate and reliable contact details and ~~promptly~~ correct and update them **within seven (7) days of any change** during the term of the Registered Name registration, including: the full name, postal address, e-mail address, voice telephone number, and fax number if available of the Registered Name Holder; name of authorized person for contact purposes in the case of an Registered Name Holder that is an organization, association, or corporation; and the data elements listed in Subsections 3.3.1.2, 3.3.1.7 and 3.3.1.8. | The change is intended to create a more precise timeframe to assist Registered Name Holders in understanding the obligations they agree to when registering a domain name. |
| 3.7.7.2 | A Registered Name Holder's willful provision of inaccurate or unreliable information, its willful failure ~~promptly~~ to update information provided to Registrar **within seven (7) days of any change**, or its failure to respond for over fifteen (15) ~~calendar~~ days to inquiries by Registrar concerning the accuracy of contact details associated with the Registered Name Holder's registration shall constitute a material breach of the Registered Name Holder-registrar contract and be a basis for **suspension and/or** cancellation of the Registered Name | Changed due to the fact that "business days" may vary from jurisdiction to jurisdiction.<br><br>The insertion of "suspension" reflects that registrations may be suspended as well as cancelled if a registrant willfully provides inaccurate or unreliable information, etc. |

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| | registration. | |
| 3.7.7.3 | Any Registered Name Holder that intends to license use of a domain name to a third party is nonetheless the Registered Name Holder of record and is responsible for providing its own full contact information and for providing and updating accurate technical and administrative contact information adequate to facilitate timely resolution of any problems that arise in connection with the Registered Name. A Registered Name Holder licensing use of a Registered Name according to this provision shall accept liability for harm caused by wrongful use of the Registered Name, unless it ~~promptly~~ discloses the current contact information provided by the licensee and the identity of the licensee **within seven (7) days** to a party providing the Registered Name Holder reasonable evidence of actionable harm. | The change is intended to create a more precise timeframe to assist Registered Name Holders in understanding the obligations they agree to when registering a domain name. |
| 3.7.8 | Registrar shall comply with the ~~Whois accuracy program as~~**obligations** specified in the Whois Accuracy Program Specification ~~to this Agreement~~. In addition**,** **notwithstanding anything in the Whois Accuracy Program Specification to the contrary**, Registrar shall abide by any Consensus Policy requiring reasonable and commercially practicable (a) verification, at the time of registration, of contact information associated with a Registered Name sponsored by Registrar or (b) periodic re-verification of such information. Registrar shall, upon notification by any person of an inaccuracy in the contact information associated with a Registered Name sponsored by Registrar, take reasonable steps to investigate that claimed inaccuracy. In the event Registrar learns of inaccurate contact information associated with a Registered Name it sponsors, it shall take reasonable steps to correct that inaccuracy. | The added substantive language clarifies that new Consensus Policies may be adopted relating to data verification requirements, which a registrar would be required to follow irrespective of the requirements to the contrary in the Whois Accuracy Program Specification. |
| 3.7.10 | **Registrar shall publish on its website(s) and/or provide a link to the Registrants' Rights and** | Change reflects the creation of the Registrants' Rights and |

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| | **Responsibilities Specification attached hereto and shall not take any action inconsistent with the corresponding provisions of this Agreement or applicable law.** | Responsibilities specification and registrar's obligation to act in accordance with the related provisions of the RAA. |
| 3.7.11 | **Registrar shall make available a description of the customer service handling processes available to Registered Name Holders regarding Registrar Services, including a description of the processes for submitting complaints and resolving disputes regarding the Registrar Services.** | Change reflects registrar's commitment to provide registrants for whom registrar sponsors a registration with a description of the customer service processes available to the registrant. |
| 3.8 | During the Term of this Agreement, Registrar shall have in place a policy and procedures for resolution of disputes concerning Registered Names. Until ICANN adopts an alternative Consensus Policy or other ~~policy or specification~~**Specification or Policy** with respect to the resolution of disputes concerning Registered Names, Registrar shall comply with the Uniform Domain Name Dispute Resolution Policy ("UDRP") identified on ICANN's website (www.icann.org/general/consensus-policies.htm)~~.~~**, as may be modified from time to time. Registrar shall also comply with the Uniform Rapid Suspension ("URS") procedure or its replacement, as well as with any other applicable dispute resolution procedure as required by a Registry Operator for which Registrar is providing Registrar Services.** | Change acknowledges that registrar will comply with the URS procedure developed within the New gTLD Program. |
| 3.12 | Registrar ~~shall ensure that~~**is responsible for the** provision of Registrar Services for all Registered Names that Registrar sponsors ~~will be~~**being** performed in compliance with ~~all obligations under~~ this Agreement, regardless of whether the Registrar Services are provided by Registrar or a third party, including a Reseller. Registrar must enter into written agreements with all of its | Changes from the June 2012 version are stylistic and do not change the intent of the provision. This change provides a stronger statement of the registrar's obligations as it relates to resellers. |

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| | Resellers. ~~Such written agreements must not contain terms that prevent or interfere with Registrar's ability~~ **that enable Registrar** to comply with **and perform** all of its obligations under this Agreement. In addition, Registrar must ensure that: | |
| 3.12.4 | **Its Resellers comply with any ICANN-adopted Specification or Policy that establishes a program for accreditation of individuals or entities who provide proxy and privacy registration services (a "Proxy Accreditation Program"). Among other features, the Proxy Accreditation Program may require that: (i) proxy and privacy registration services may only be provided in respect of domain name registrations by individuals or entities Accredited by ICANN pursuant to such Proxy Accreditation Program; and (ii) Registrar shall prohibit Resellers from knowingly accepting registrations from any provider of proxy and privacy registration services that is not Accredited by ICANN pursuant the Proxy Accreditation Program. Until such time as the Proxy Accreditation Program is established, Registrar shall require Resellers to comply with the Specification on Privacy and Proxy Registrations attached hereto.** | Provision reflects the expectation that a Proxy Accreditation Program will be developed, and that registrar will ensure that its resellers comply with such program. The changes also reflect the addition of a Specification of Privacy and Proxy Registrations, which is intended to be an interim mechanism to establish certain requirements relating to privacy and proxy services. ICANN and the Registrars' Negotiating Team have not had the opportunity to fully discuss ICANN's proposed Specification. |
| 3.12.7 | **Its Resellers shall publish on their website(s) and/or provide a link to the Registrants' Rights and Responsibilities Specification attached hereto and shall not take any action inconsistent with the corresponding provisions of this Agreement or applicable law.** | Expands the requirement placed on registrars in Section 3.7.10 to registrar's resellers. |
| 3.12 (carryover sentence) | **Registrar shall use commercially reasonable efforts to enforce compliance with the provisions of the agreement between Registrar and any Reseller that relate to the provisions of Registrar Services.** | The change is intended to enhance compliance with the requirements of the RAA by requiring registrars to enforce their agreements with resellers. |

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| 3.14 | Obligations Related to Proxy and Privacy Services.  If ICANN**Registrar agrees to comply with any ICANN-adopted Specification or Policy that** establishes a program for ~~Accreditation~~**accreditation** of individuals or entities who provide proxy and privacy registration services (a "Proxy Accreditation Program")~~, Registrar agrees to comply with the program~~.  Among other features, the Proxy Accreditation Program may require that: (i) proxy and privacy registration services may only be provided in respect of domain name registrations by individuals or entities Accredited by ICANN pursuant to such Proxy Accreditation Program; **and** (ii) Registrar will be prohibited from, and shall prohibit Resellers from, knowingly accepting or sponsoring registrations from any provider of proxy and privacy registration services that is not Accredited by ICANN pursuant the Proxy Accreditation Program~~; and (iii) the identity and contact information provided by the customer of any privacy or proxy registration service be revealed or relayed upon a finding, as determined in accordance with~~.  **Until such time as** the Proxy Accreditation Program~~, that such customer is engaging in Illegal Activity, or is directly or indirectly using the Registered Name in a manner that infringes the legal rights of any third party. The Proxy Accreditation Program may be established as a Consensus Policy, pursuant to an amendment adopted in accordance with Section 6 or otherwise by ICANN in a commercially reasonable manner and in consultation with registrars.~~ **is established, Registrar agrees to comply with the Specification on Privacy and Proxy Registrations attached hereto.** | The substantive changes reflect the addition of a Specification of Privacy and Proxy Registrations, which is intended to be an interim mechanism to establish certain requirements relating to privacy and proxy services.  It is anticipated that this interim mechanism will be replaced by a Proxy Accreditation Program, once developed.  ICANN and the Registrars' Negotiating Team have not had the opportunity to fully discuss ICANN's proposed Specification. |
| 3.15 | Registrar shall complete and deliver to ICANN ~~a Registrar Self-Assessment~~ on a schedule and in the form specified by ICANN from time to time in consultation with registrars **a Registrar self-assessment**.  Registrar shall~~, upon~~ **complete and deliver** | The additions enhance ICANN's ability to assess and enforce compliance with the RAA by requiring an annual compliance certification by registrar and the provision of compliance data to |

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| | **to ICANN within twenty (20) days following the end of each calendar year, in a form specified by ICANN a certificate executed by the president, chief executive officer, chief financial officer or chief operating officer (or their equivalents) of Registrar certifying compliance with the terms and conditions of this Agreement. ICANN may from time to time (not to exceed twice per calendar year) conduct, or engage a third party to conduct on its behalf, contractual compliance audits to assess compliance by Registrar with the terms and conditions of this Agreement. Any audits pursuant to this Section 3.15 shall be tailored to achieve the purpose of assessing compliance, and ICANN will (a) give reasonable advance notice of any such audit, which notice shall specify in reasonable detail the categories of documents, data and other information requested by ICANN, and (b) use commercially reasonable efforts to conduct such audit in such a manner as to not unreasonably disrupt the operations of Registrar. As part of such audit and upon request by ICANN, Registrar shall timely provide all responsive documents, data and any other information necessary to demonstrate Registrar's compliance with this Agreement. Upon** no less than ~~fifteen~~**ten** (~~15~~**10**) days notice ~~and~~**(unless otherwise agreed to by Registrar), ICANN may,** as part of any ~~reasonable~~ contractual compliance audit, ~~(1) timely provide the documents and information known by Registrar necessary to demonstrate compliance with the terms of this Agreement, and (2) permit ICANN to~~ conduct site visits ~~in compliance with all applicable laws~~**during regular business hours** to assess compliance **by Registrar** with the terms **and conditions** of this Agreement~~, provided that ICANN, in its notice, states the specific compliance audit that it intends to conduct~~. ICANN shall not disclose Registrar confidential information gathered through such audits except as **required by** | ICANN. A form of this certification is posted along with the revised RAA.

The changes also more precisely define the scope of audits conducted by ICANN to facilitate compliance reviews, while at the same time not placing unreasonable burdens on registrars.

The changes also clarify the circumstances under which ICANN may disclose information obtained during such third party audits. |

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| | **applicable law, legal proceedings, or as** expressly permitted by ~~an ICANN specification or policy. If such specification or policy~~**any Specification or Policy (including ICANN's Documentary Information Disclosure Policy, as such policy may be amended from time to time); provided, however, that, except as required by applicable law or legal proceedings, ICANN shall not release any information that Registrar has marked as, or has otherwise designated in writing to ICANN as, a "confidential trade secret," "confidential commercial information" or "confidential financial information" of Registrar. If any applicable law, legal proceeding or Specification or Policy** permits such disclosure, ICANN will provide Registrar no less than fifteen (15) days notice of its intent to disclose such information. Such notice shall include to whom and in what manner ICANN plans to disclose such information. | |
| 3.16 | ICANN has published ~~a~~**an educational** webpage ~~that identifies available registrant rights and responsibilities~~**summarizing the terms of the Registrar Accreditation Agreement and related Consensus Policies** (as of the date of this Agreement, located at: http://www.icann.org/en/registrars/registrant-rights-responsibilities-en.htm). Registrar shall provide a link to such webpage on any website it may operate for domain name registration or renewal clearly displayed to its Registered Name Holders at least as clearly as its links to policies or notifications required to be displayed under ICANN Consensus Policies. ICANN may, in consultation with registrars, update the content and/or URL for this website. | Changes are intended to address potential confusion between the new Registrants' Rights and Responsibilities specification and the existing obligation to post educational materials for registrants. |
| 3.18.3 | Registrar shall publish on its website a description of its procedures for the receipt, handling, and tracking of abuse reports. Registrar shall document its receipt of and | Change aligns the requirements of the section to the Data Retention Specification. |

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| | response to all such reports. Registrar shall maintain the records related to such reports for the shorter of ~~three~~**two (2)** years or the longest period permitted by applicable law, and during such period, shall provide such records to ICANN upon reasonable notice. | |
| 3.21 | In the event Registrar is Affiliated with any Registry Operator~~,~~ **or** back-end registry operator~~, or other party providing or serving as a subcontractor for Registry Services~~ **(an "Affiliated Relationship")** during the Term of this Agreement, Registrar shall comply with all ICANN ~~specifications~~**Specifications** and ~~policies~~**Policies** that may be developed from time to time with respect to such ~~Affiliate relationships.~~**Affiliated Relationships, and will notify ICANN within thirty (30) days of the occurrence of the event that created the Affiliate relationship (e.g., the closing of any merger, acquisition or other transaction, or the execution of any agreement, in each case, giving rise to such Affiliated Relationship).** | The substantive changes provide that registrar must inform ICANN of the creation of affiliate relationships with a registry operator. |
| 3.22 | **In the event that ICANN transitions the operation of a registry for a gTLD in which Registrar sponsors Registered Names to an emergency registry service provider, Registrar shall cooperate in all reasonable respects with such emergency registry service provider, including by entering into a registry-registrar agreement with such provider necessary to effect the transition and by providing all Registered Name Holder data reasonably requested by such emergency operator for the purpose of facilitating an efficient transition of the registry for the gTLD.** | The change requires registrar to cooperate in the transition of the operation of a registry to an emergency registry service provider (referred to as the EBERO in the New gTLD Program). |
| 5.2 (carryover sentence) | Any renewal granted by ICANN shall be effective as of the Expiration Date, and shall be conditioned upon Registrar's continued satisfaction of Subsections 5.2.1 through 5.2.5 through the Expiration Date. ICANN shall use commercially reasonable efforts to | The changes require ICANN to notify registrar if ICANN is unable to conclude its review of a request for renewal by the Expiration Date, which is intended to provide |

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| | inform Registrar prior to the Expiration Date of ICANN's decision whether to renew such Accreditation**, and shall notify Registrar in writing, stating the reasons for any delay, in the event ICANN is unable to make its decision by such date**. | registrars with greater visibility into the timing of ICANN's review. |
| 5.5.4 | Registrar fails to cure any breach of this Agreement within ~~fifteen~~**twenty-one** (~~15~~**21**) ~~working~~ days after ICANN gives Registrar notice of the breach. | Changed due to the fact that "business days" may vary from jurisdiction to jurisdiction. |
| 5.5.2.3 | is ~~found~~**the subject of a non-interlocutory order issued** by a court or arbitral tribunal, in each case of competent jurisdiction, ~~to have~~**finding that Registrar has**, directly or through an Affiliate, committed a specific violation(s) of applicable national law or governmental regulation relating to cybersquatting or its equivalent; or | Change clarifies the circumstances under which ICANN may terminate the RAA in the event registrar is found in violation of applicable cybersquatting laws or regulations. |
| 5.5.4 | Registrar fails to cure any breach of this Agreement within ~~fifteen~~ **twenty-one** (~~15~~**21**) ~~working~~ days after ICANN gives Registrar notice of the breach. | Changed due to the fact that "business days" may vary from jurisdiction to jurisdiction. |
| 5.8 | Disputes arising under or in connection with this Agreement, including (1) disputes arising from ICANN's failure to renew Registrar's Accreditation and (2) requests for specific performance, shall be resolved in a court of competent jurisdiction or, at the election of either party, by an arbitration conducted as provided in this Subsection 5.8 pursuant to the International Arbitration Rules of the American Arbitration Association ("AAA"). The arbitration shall be conducted in English and shall occur in Los Angeles County, California, USA. There shall be one (1) arbitrator agreed by the parties from a list of AAA arbitrators, or if parties do not agree on an arbitrator within fifteen (15) ~~calendar~~ days of the AAA request that the parties designate an arbitrator, the AAA shall choose and appoint an arbitrator, paying due regard to the arbitrator's knowledge of the DNS.  The parties shall bear the costs of the arbitration in equal shares, subject to the | Changed due to the fact that "business days" may vary from jurisdiction to jurisdiction. |

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| | right of the arbitrator to reallocate the costs in their award as provided in the AAA rules. The parties shall bear their own attorneys' fees in connection with the arbitration, and the arbitrator may not reallocate the attorneys' fees in conjunction with their award. The arbitrator shall render its decision within ninety (90) days of the conclusion of the arbitration hearing. In the event Registrar initiates arbitration to contest the appropriateness of termination of this Agreement by ICANN pursuant to Section 5.5 or suspension of Registrar by ICANN pursuant to Section 5.7.1, Registrar may at the same time request that the arbitration panel stay the termination or suspension until the arbitration decision is rendered. The arbitration panel shall order a stay: (i) upon showing by Registrar that continued operations would not be harmful to consumers or the public interest, or (ii) upon appointment by the arbitration panel of a qualified third party to manage the operations of the Registrar until the arbitration decision is rendered. In furtherance of sub-clause (ii) above, the arbitration panel is hereby granted all necessary authority to appoint a qualified third-party to manage the operations of the Registrar upon the Registrar's request and if the panel deems it appropriate. In selecting the third-party manager, the arbitration panel shall take into consideration, but shall not be bound by, any expressed preferences of Registrar.  Any order granting a request for a stay must be issued within ~~ten~~**fourteen** (~~10~~**14**) ~~business~~ days after the filing of the arbitration.  If an order granting a request for a stay is not issued within ~~ten~~**fourteen** (~~10~~**14**) ~~business~~ days, ICANN has the right to proceed with the termination of this Agreement pursuant to Section 5.5 or suspension of the Registrar pursuant to Section 5.7.1. In the event Registrar initiates arbitration to contest an Independent Review Panel's decision under Subsection 4.3.3 sustaining the ICANN Board of Director's determination that a specification | |

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| | or policy is supported by consensus, Registrar may at the same time request that the arbitration panel stay the requirement that it comply with the policy until the arbitration decision is rendered, and that request shall have the effect of staying the requirement until the decision or until the arbitration panel has granted an ICANN request for lifting of the stay. In all litigation involving ICANN concerning this Agreement (whether in a case where arbitration has not been elected or to enforce an arbitration award), jurisdiction and exclusive venue for such litigation shall be in a court located in Los Angeles, California, USA; however, the parties shall also have the right to enforce a judgment of such a court in any court of competent jurisdiction. For the purpose of aiding the arbitration and/or preserving the rights of the parties during the pendency of an arbitration, the parties shall have the right to seek temporary or preliminary injunctive relief from the arbitration panel or in a court located in Los Angeles, California, USA, which shall not be a waiver of this arbitration agreement. | |
| 6.1 | If ICANN determines that an amendment to this Agreement (including to the Specifications ~~referred to~~**contained or referenced** herein) and all other registrar agreements between ICANN and the Applicable Registrars (the "Applicable Registrar Agreements") is desirable (each, a "Special Amendment"), ICANN may submit a Special Amendment for approval by the Applicable Registrars pursuant to the process set forth in this Section 6, provided that a Special Amendment is not a Restricted Amendment**. For the avoidance of doubt, any provisions of this Agreement that is subject to change by Consensus Policy (other than a Restricted Amendment) may also be amended pursuant to this Section 6, so long as such changes do not materially modify existing Consensus Policy**. Prior to submitting a Special Amendment for such approval, ICANN shall | The substantive change clarifies that the amendment process is not intended to materially modify existing Consensus Policies. |

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| | first consult in good faith with the Working Group (as defined below) regarding the form and substance of a Special Amendment. The duration of such consultation shall be reasonably determined by ICANN based on the substance of the Special Amendment. Following such consultation, ICANN may propose the adoption of a Special Amendment by publicly posting such amendment on its website for no less than thirty (30) ~~calendar~~ days (the "Posting Period") and providing notice of such amendment by ICANN to the Applicable Registrars in accordance with Section ~~7.6~~**7.5**. ICANN will consider the public comments submitted on a Special Amendment during the Posting Period (including comments submitted by the Applicable Registrars). | |
| 6.3 | **Notwithstanding the provisions of Section 6.2, in the event that a Special Amendment does not receive Registrar Approval, such Special Amendment shall still be deemed an "Approved Amendment" if, following the failure to receive Registrar Approval, the ICANN Board of Directors reapproves such Special Amendment (which may be in a form different than submitted for approval by the Applicable Registrars, including any revisions thereto based on comments from the Applicable Registrars) by a two-thirds vote (a "Supermajority Board Approval") and such Special Amendment is justified by a substantial and compelling need. The "Amendment Effective Date" of any such Approved Amendment shall be the date that is ninety (90) calendar days following the date on which ICANN provides notice to Registrar of the Supermajority Board Approval. In the event a policy development process (PDP) is actively underway to develop Consensus Policy for specific issues addressed by the Special Amendment, the Registrars may request deferral of the vote to reapprove the Special Amendment** | Changes provide that the ICANN Board of Directors may adopt an amendment to the RAA upon a 2/3 vote of the Board, based on its determination that the amendment is justified by a "substantial and compelling" need. This also reflects a limitation on the Board-approved amendments, that they can be subject to deferral if on a topic that is under consideration within an active PDP.<br><br>**\*NOTE: The Registrars Stakeholder Group objects to this provision and submitted comments on the similar provision contained in the proposed Registry Agreement, which can be found at:**<br><br>**http://forum.icann.org/lists/comments-base-agreement-05feb13/pdfrd3jq6Ucmm.pdf** |

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| | **during the pendency of the PDP, for up to one year.** | |
| 6.4 | ~~During the thirty (30) calendar day period following the Amendment Approval Date,~~ Registrar ~~(so long as it did not vote in favor of the Approved Amendment)~~ may apply in writing to ICANN for an exemption from the Approved Amendment (each such request submitted by Registrar hereunder, an "Exemption Request") **during the thirty (30) calendar day period following either the Amendment Approval Date or the date on which Registrar received notice of the Supermajority Board Approval, as applicable**. | Reflects the insertion of new Section 6.3 |
| 6.4.3 | Within ninety (90) ~~calendar~~ days of ICANN's receipt of an Exemption Request, ICANN shall either approve (which approval may be conditioned or consist of alternatives to or a variation of the Approved Amendment) or deny the Exemption Request in writing, during which time the Approved Amendment will not amend this Agreement~~; provided, that any such conditions, alternatives or variations shall be effective and, to the extent applicable, will amend this Agreement as of the Amendment Effective Date~~. | Reflects the insertion of new Section 6.3 |
| 6.4.4 | If the Exemption Request is approved by ICANN, the Approved Amendment will not amend this Agreement~~, subject to~~**: provided, that** any conditions ~~set forth in such approval~~**, alternatives or variations of the Approved Amendment required by ICANN shall be effective and, to the extent applicable, will amend this Agreement as of the Amendment Effective Date**. If such Exemption Request is denied by ICANN, the Approved Amendment will amend this Agreement as of the Amendment Effective Date (or, if such date has passed, such Approved Amendment shall be deemed effective immediately on the date of such denial), provided that Registrar may, within thirty (30) ~~calendar~~ days following receipt of | The change is a clarification based on the Section 6.4.3 which provides that ICANN may condition its approval of an exemption request. |

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| | ICANN's determination, appeal ICANN's decision to deny the Exemption Request pursuant to the dispute resolution procedures set forth in Section 5.8. | |
| 6.7.2 | [-"Registrar Approval" means the receipt of each of the following:

~~6.6.2.1 the affirmative approval of the Applicable Registrars whose payments to ICANN accounted for [x%] of the total amount of fees (converted to U.S. dollars, if applicable) paid to ICANN by all the Applicable Registrars during the immediately previous calendar year pursuant to the Applicable Registrar Agreements, provided, however, that no single Registrar or group of Affiliate Registrars may account for more than [y%], and~~

~~6.6.2.2 the affirmative approval [z%] of the Applicable Registrars at the time such approval is obtained. For avoidance of doubt, with respect to this Subsection 6.6.2.2, each Applicable Registrar or group of Affiliate Registrars shall have one vote.~~

**6.7.2.1 The affirmative approval of 50% plus one of the Applicable Registrars that participate in the process by which Registrar Approval is sought; and**

**6.7.2.2 The affirmative approval of Applicable Registrar Families accounting for 66.67% of the Capped Total of Registered Names under management by Applicable Registrars.**

**6.7.2.3 Definitions: For purposes of this Section 6.7.2, the following :**

**6.7.2.3.1 The "Raw Total" means** | The "Registrar Approval" thresholds in Section 6.7.2 are set forth as proposed by the Registrar Stakeholder Group, and are currently under review and consideration by ICANN. Community input is requested on how the proposal impacts the ability to amend the agreement in a timely and efficient manner. |

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| | **the total number of Registered Names managed by Applicable Registrars as reflected in the Registry reports for the previous quarter.**<br><br>**6.7.2.3.2   An "Applicable Registrar Family" means a group of Affiliated Registrars.**<br><br>**6.7.2.3.3   The "Capped Names" under management for each Applicable Registrar Family means the lower of (i) actual Registered Names sponsored  by that Applicable Registrar Family or (ii) 5% of the Raw Total of Registered Names managed by Applicable Registrars.**<br><br>**6.7.2.3.4   The "Capped Total" of Registered Names under management by Applicable Registrars means the sum of Capped Names under management for each Applicable Registrar Family.]** | |
| 7.3 | ~~In the event that ICANN determines in a commercially reasonable manner that the continued maintenance of ICANN's Registrar Accreditation model becomes impractical, ICANN may revoke this Agreement.  The determination may only be made after a period of public comment on the topic, and a subsequent affirmative supermajority vote of the ICANN Board of Directors.  The revocation will be in effect upon the earliest of: (i) 18 months after the ICANN Board of Director vote for revocation; or (ii) the date a new policy is developed by the relevant ICANN Sponsoring Organization and approved by the ICANN Board of Directors (the "Sunset Period").  If this Agreement expires during Sunset Period, and the Registrar meets the requirements of Section~~ | Deleted by ICANN, as part of a compromise in connection with the insertion of the Board's ability to adopt amendments to the RAA as specified in Section 6.3. |

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| | ~~5.2 (Renewal), such renewal term shall not extend beyond the end of the Sunset Period. Nothing in this section precludes Registrar from seeking to qualify under a replacement program, if any is created.~~ | |
| 7.3.1 | **Except as set forth in this Section 7.3.1, either party may assign or transfer this Agreement only with the prior written consent of the other party, which shall not be unreasonably withheld.  If ICANN fails to expressly provide or withhold its consent to any requested assignment (an "Assignment Request") of this Agreement by Registrar within thirty (30) calendar days of ICANN's receipt of notice of such Assignment Request (or, if ICANN has requested additional information from Registrar in connection with its review of such request, sixty (60) calendar days of the receipt of all requested written information regarding such request) from Registrar, ICANN shall be deemed to have consented to such requested assignment. Notwithstanding the foregoing, (i) ICANN may assign this Agreement without the consent of Registrar upon approval of the ICANN Board of Directors in conjunction with a reorganization, reconstitution or re-incorporation of ICANN, and (ii) ICANN shall be deemed to have consented to an Assignment Request in which the assignee associated with such Assignment Request is a party to a Registrar Accreditation Agreement with ICANN on the terms set forth in this Agreement (provided that such assignee is then in compliance with the terms and conditions of such Registrar Accreditation Agreement in all material respects), unless ICANN provides to Registrar a written objection to such Assignment Request within ten (10) calendar days of ICANN's receipt of notice of such Assignment Request pursuant to this Section 7.3.1.** | The changes provide ICANN will greater flexibility to assign the RAA in connection with a reorganization of ICANN and provide registrar with greater flexibility to assign the RAA to a third party. |

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| 7.10 | **If one or more provisions of this Agreement are held to be unenforceable under applicable law, the parties agree to renegotiate such provision in good faith. In the event that the parties cannot reach a mutually agreeable and enforceable replacement for such provision, then (a) such provision shall be excluded from this Agreement; (b) the balance of this Agreement shall be interpreted as if such provision were so excluded; and (c) the balance of this Agreement shall be enforceable in accordance with its terms.** | The change inserts a severability provision in the event any provision of the RAA is determined to be unenforceable under applicable law. |