**Sidley/Adler Comments**

**February 4, 2016**

**Proposed Indemnification Language for Recommendation 4 – Board Liability Removal**

**ARTICLE XIV: INDEMNIFICATION**

Section 2. INDEMNIFICATION ARISING FROM DIRECTOR REMOVAL

1. ICANN shall indemnify each of the Sole Designator and the Sole Designator Secretariat[[1]](#footnote-2) and each of the Advisory Committees, the Supporting Organizations and the Nominating Committee, and their respective chairs and vice chairs against expenses, judgments, fines, settlements, and other amounts actually and reasonably incurred in connection with any proceeding arising by reason of a Director bringing any proceeding against such entity or person for defamation, slander, libel or any other claim based on statements publicly made in the initiation of a Community Forum, on any public list or discussion that is part of the Community Forum, or contained in any written rationale submitted to the Board by the Sole Designator Secretariat pursuant to Sections [*Director removal provision*] or [*Board recall provision*] of Article [\_\_] or actions taken pursuant to Sections [*Director removal provision*] or [*Board recall provision*] of Article [\_\_]that, in each case, were made or taken in good faith by such entity or person. ICANN’s best interests are deemed to be served by participation by any person in a process to remove a Director and/or recall the entire ICANN Board.

1. Note: The drafters the Secretariat comprised of one of the chairs of the participating SOs/ACs, as appointed by such participating SOs and ACs. Notices from ICANN to the Sole Designator, and notices from the Sole Designator to ICANN, would flow through the Sole Designator Secretariat. [↑](#footnote-ref-2)