1. **Article I** **MISSION, COMMITMENTS AND CORE VALUES**
   1. **Section 1. mission**
      1. The mission of the Internet Corporation for Assigned Names and Numbers (“**ICANN**”) is to ensure the stable and secure operation of the Internet’s unique identifier systems as described in this Section 1.1(a) (the “**Mission**”). Specifically, ICANN:
         1. Coordinates the allocation and assignment of names in the Domain Name System (“**DNS**”). In this role, ICANN’s scope is to coordinate the development and implementation of policies:

* For which uniform or coordinated resolution is reasonably necessary to facilitate the openness, interoperability, resilience, security and/or stability of the DNS including, with respect to registrars and registries, policies in the areas described in Annex G; and

c.

* That are developed through a bottom-up consensus-based multistakeholder process and designed to ensure the stable and secure operation of the Internet’s unique names systems.

The issues, policies, procedures, and principles addressed in Annex G with respect to registrars and registries shall be deemed to be within ICANN’s Mission.

* + - 1. 2.Facilitates the coordination of the operation and evolution of the DNS root name server system.

3.

* + - 1. Coordinates the allocation and assignment at the top-most level of Internet Protocol numbers and Autonomous System numbers. In service of its Mission, ICANN (A) provides registration services and open access for global number registries as requested by the Internet Engineering Task Force (“**IETF**”) and the Regional Internet Registries (“**RIRs**”) and (B) facilitates the development of global number registry policies by the affected community and other related tasks as agreed with the RIRs.
      2. Collaborates with other bodies as appropriate to provide CORE registries needed for the functioning of the Internet **as specified by Internet protocol standards development organizations**. In servi ce of its Mission, ICANN’s scope is to provide registration services and open access for registries in the public domain requested by Internet protocol development organizations.

**13,14 AND 15?**

* + 1. ICANN shall not act outside its Mission.
    2. ICANN shall not use its contracts with registries and registrars to impose terms and conditions that exceed the scope of ICANN’s Mission on services that use the Internet’s unique identifiers or the content that such services carry or provide.
    3. For the avoidance of doubt and notwithstanding the foregoing:
       1. the foregoing prohibitions are not intended to limit ICANN’s authority or ability to adopt or implement policies or procedures that take into account the use of domain names as natural-language identifiers;
       2. Notwithstanding any provision of the Bylaws to the contrary, the terms and conditions of the documents listed in subsections (A) through (F) below, and ICANN’s performance of its obligations or duties thereunder, may not be challenged by any party in any proceeding against, or process involving, ICANN (including a request for reconsideration or an independent review process pursuant to Article 4) on the basis that such terms and conditions conflict with, or are in violation of, ICANN’s Mission or otherwise exceed the scope of ICANN’s authority or powers pursuant to these Bylaws (“**Bylaws**”) or ICANN’s Articles of Incorporation (“**Articles of Incorporation**”):
          1. [the registry agreements and registrar accreditation agreements between ICANN and registry operators and registrars in force on [October 1, 2016]; and any new registry agreements and registrar accreditation agreements but only for the terms and conditions contained therein that are also contained in the form registry agreement or form registrar accreditation agreement existing on [October 1, 2016];]
          2. any agreement, letter of intent, memorandum of understanding, agreement in principle, or other similar agreement between ICANN, on the one hand, and the Address Supporting Organization (“**ASO**”), the Number Resource Organization (“**NRO**”), the IETF, or one or more RIRs, on the other hand, in force on [October 1, 2016];
          3. any agreement, letter of intent, memorandum of understanding, agreement in principle, or other similar agreement between ICANN, on the one hand, and a third party identified by ICANN (the “**Root Zone Maintainer**”), on the other hand, relating to the root zone maintainer function, in force on [October 1, 2016];
          4. the IANA Naming Function Contract between ICANN and PTI effective [October 1, 2016];
          5. ICANN’s Five-Year Strategic Plan and Five-Year Operating Plan existing on [October 1, 2016]; and
          6. any renewals of agreements described in subsections (A)-(D) pursuant to their terms and conditions for renewal.
       3. Section 1.1(d)(iii) does not limit the ability of a party to any Agreement described therein to challenge any provision of such Agreement on any other basis, including the other party’s interpretation of the provision, in any proceeding or process involving ICANN.
       4. ICANN shall have the ability to negotiate, enter into and enforce agreements with any party in service of its Mission.
  1. **Section 2. COMMITMENTS AND CORE VALUES**

In performing its mission, the following core values should

In performing its Mission, ICANN will act in a manner that complies with and reflects ICANN’s Commitments and respects ICANN’s Core Values, each as described below.

* + 1. **COMMITMENTS**

In performing its Mission, ICANN must operate in a manner consistent with these Bylaws for the benefit of the Internet community as a whole, carrying out its activities in conformity with relevant principles of international law and international conventions and applicable local law, through open and transparent processes that enable competition and open entry in Internet-related markets. Specifically, ICANN commits to do the following (each, a “**Commitment**,” and collectively, the “**Commitments**”):

* + - 1. 1.Preserve and enhance **its neutral and judgement free**  the administration of the DNS and the operational stability, reliability, security, global interoperability, resilience, and openness of the DNS and the Internet;
      2. Maintain the capacity and ability to coordinate the DNS at the overall level and work for the maintenance of a single, interoperable Internet;
      3. 2.Respect the creativity, innovation, and flow of information made possible by the Internet by limiting ICANN’s activities to matters that are within ICANN’s Mission and require or significantly benefit from global coordination;
      4. Employ open, transparent and bottom-up, multistakeholder policy development processes that are led by the private sector (including business stakeholders, civil society, the technical community, academia, and end users), while duly taking into account the public policy advice of governments and public authorities. These processes shall (A) seek input from the public, for whose benefit ICANN in all events shall act, (BC;
      5. Make consistently, neutrally, objectively, and fairly, without singling out any particular party for discriminatory treatment (i.e., **making an unjustified prejudicial distinction between or among different parties); and**
      6. Remain defined in these Bylaws
    1. **CORE VALUES**

In performing its Mission, the following “**Core Values**” should also

* + - 1. 3.To the extent feasible and appropriate, delegating coordination functions to or recognizing the policy role of, other responsible entities that reflect the interests of affected parties and the roles of bodies internal to ICANN and relevant external expert bodies;
      2. 4.Seeking and supporting broad, informed participation reflecting the functional, geographic, and cultural diversity of the Internet at all levels of policy development and decision-making to ensure that the bottom-up, multistakeholder policy development process is used to ascertain the global public interest and that those processes are accountable and transparent;
      3. 5.Where feasible and appropriate, depending on market mechanisms to promote and sustain a competitive environment in the DNS market;
      4. 6.Introducing and promoting competition in the registration of domain names where practicable and beneficial to the public interest as identified through the bottom-up, multistakeholder policy development process;
      5. Operating with efficiency and excellence, in a fiscally responsible and accountable manner **and, where practicable and not inconsistent with ICANN’s other obligations under these Bylaws**, at a speed that is responsive to the needs of the global Internet community;

10.

* + - 1. 11.While remaining rooted in the private sector (including business stakeholders, civil society, the technical community, academia, and end users), recognizing that governments and public authorities are responsible for public policy and duly taking into account the public policy advice of governments and public authorities; and
      2. Striving to achieve a reasonable balance between the interests of different stakeholders.
    1. The Commitments and Core Values are intended to apply in the broadest possible range of circumstances. The Commitments reflect ICANN’s fundamental compact with the global Internet community and are intended to apply consistently and comprehensively to ICANN’s activities. The specific way in which Core Values are applied, individually and collectively, to any given situation may depend on many factors that cannot be fully anticipated or enumerated. Situations may arise in which perfect fidelity to all Core Values simultaneously is not possible. Accordingly, in any situation where one Core Value must be balanced with another, potentially competing Core Value, the result of the balancing must serve a policy developed through the bottom-up multistakeholder process or otherwise best serve ICANN’s Mission.XXXX

1. **POWERS**
   1. **Section 1. GENERAL POWERS**

Except as otherwise provided in the Articles of Incorporation or these Bylaws, the powers of ICANN shall be exercised by, and its property controlled and its business and affairs conducted by or under the direction of, the Board. With respect to any matters that would fall within the provisions of ‎Section 3.6, the Board may act only by a majority vote of all Directors. In all other matters, except as otherwise provided in these Bylaws or by law, the Board may act by majority vote of the Directors present at any annual, regular, or special meeting of the Board. Any references in these Bylaws to a vote of the Board shall mean the vote of only those Directors present at the meeting where a quorum is present unless otherwise specifically provided in these Bylaws by reference to “of all Directors.”

* 1. **RESTRICTIONS**

ICANN shall not act as a Domain Name System Registry or Registrar or Internet Protocol Address Registry in competition with entities affected by the policies of ICANN. Nothing in this ‎Section 2.2 is intended to prevent ICANN from taking whatever steps are necessary to protect the operational stability of the Internet in the event of financial failure of a Registry or Registrar or other emergency.

* 1. **Section 3. NON-DISCRIMINATORY TREATMENT**

ICANN shall not apply its standards, policies, procedures, or practices inequitably or single out any particular party for disparate treatment unless justified by substantial and reasonable cause, such as the promotion of effective competition.

1. **Article III** **TRANSPARENCY**

**Section 1. PURPOSE**

* 1. **Open and Transparent**

ICANN and its constituent bodies shall operate to the maximum extent feasible in an open and transparent manner and consistent with procedures designed to ensure fairness, including implementing procedures to (a) provide advance notice to facilitate stakeholder engagement in policy development decision-making and cross-community deliberations, (b) maintain responsive consultation procedures that provide detailed explanations of the basis for decisions (including how comments have influenced the development of policy considerations), and (c) encourage fact-based policy development work. ICANN shall also implement procedures for the documentation and public disclosure of rationale for decisions made by the Board and ICANN’s constituent bodies (including the detailed explanations discussed above).

* 1. **WEBSITE**

ICANN shall maintain a publicly-accessible Internet World Wide Web site (the “**Website**”), which may include, among other things, (a) a calendar of scheduled meetings of the Board, the EC, Supporting Organizations, and Advisory Committees; (b) a docket of all pending policy development matters, including their schedule and current status; (c) specific meeting notices and agendas as described below; (d) information on the ICANN Budget, annual audit, financial contributors and the amount of their contributions, and related matters; (e) information about the availability of accountability mechanisms, including reconsideration, independent review, and Ombudsman activities, as well as information about the outcome of specific requests and complaints invoking these mechanisms; (f) announcements about ICANN activities of interest to significant segments of the ICANN community; (g) comments received from the community on policies being developed and other matters; (h) information about ICANN’s physical meetings and public forums; and (i) other information of interest to the ICANN community.

* 1. **Section 3. MANAGER OF PUBLIC PARTICIPATION**

There shall be a staff position designated as Manager of Public Participation, or such other title as shall be determined by the President, that shall be responsible, under the direction of the President, for coordinating the various aspects of public participation in ICANN, including the Website and various other means of communicating with and receiving input from the general community of Internet users.

* 1. **Section 4. MEETING NOTICES AND AGENDAS**

At least seven days in advance of each Board meeting (or if not practicable, as far in advance as is practicable), a notice of such meeting and, to the extent known, an agenda for the meeting shall be posted.

* 1. **Section 5. MINUTES AND PRELIMINARY REPORTS**
     1. 1.All minutes of meetings of the Board, the EC, the Advisory Committees and Supporting Organizations (and any councils thereof) shall be approved promptly by the originating body and provided to the Secretary for posting on the Website.
     2. 2.No later than 11:59 p.m. on the second business day after the conclusion of each meeting (as calculated by local time at the location of ICANN’s principal office), any resolutions passed by the Board at that meeting shall be made publicly available on the Website; provided, however, that any actions relating to personnel or employment matters, legal matters (to the extent the Board determines it is necessary or appropriate to protect the interests of ICANN), matters that ICANN is prohibited by law or contract from disclosing publicly, and other matters that the Board determines, by a three-quarters (3/4) vote of Directors present at the meeting and voting, are not appropriate for public distribution, shall not be included in the preliminary report made publicly available. The Secretary shall send notice to the Board and the Chairs of the Supporting Organizations (as set forth in ‎Article 9 through ‎Article 11) and Advisory Committees (as set forth in ‎Article 12) informing them that the resolutions have been posted.
     3. 3.No later than 11:59 p.m. on the seventh business days after the conclusion of each meeting (as calculated by local time at the location of ICANN’s principal office), any actions taken by the Board shall be made publicly available in a preliminary report on the Website, subject to the limitations on disclosure set forth in ‎Section 3.5(b) above. For any matters that the Board determines not to disclose, the Board shall describe in general terms in the relevant preliminary report the reason for such nondisclosure.
     4. 4.No later than the day after the date on which they are formally approved by the Board (or, if such day is not a business day, as calculated by local time at the location of ICANN’s principal office, then the next immediately following business day), the minutes of the Board shall be made publicly available on the Website; provided, however, that any minutes of the Board relating to personnel or employment matters, legal matters (to the extent the Board determines it is necessary or appropriate to protect the interests of ICANN), matters that ICANN is prohibited by law or contract from disclosing publicly, and other matters that the Board determines, by a three-quarters (3/4) vote of Directors present at the meeting and voting, are not appropriate for public distribution, shall not be included in the minutes made publicly available. For any matters that the Board determines not to disclose, the Board shall describe in general terms in the relevant minutes the reason for such nondisclosure.
  2. **Section 6.** **NOTICE AND COMMENT ON POLICY ACTIONS**
     1. 1.With respect to any policies that are being considered by the Board for adoption that substantially affect the operation of the Internet or third parties, including the imposition of any fees or charges, ICANN shall:
        1. a.provide public notice on the Website explaining what policies are being considered for adoption and why, at least twenty-one days (and if practical, earlier) prior to any action by the Board;
        2. b.provide a reasonable opportunity for parties to comment on the adoption of the proposed policies, to see the comments of others, and to reply to those comments (such comment period to be aligned with ICANN’s public comment practices), prior to any action by the Board; and
        3. c.in those cases where the policy action affects public policy concerns, to request the opinion of the Governmental Advisory Committee (“**GAC**” or “**Government Advisory Committee**”) and take duly into account any advice timely presented by the Governmental Advisory Committee on its own initiative or at the Board’s request.
     2. 2.Where both practically feasible and consistent with the relevant policy development process, an in-person public forum shall also be held for discussion of any proposed policies as described in ‎Section 3.6(a)(ii), prior to any final Board action.
     3. 3.After taking action on any policy subject to this ‎Section 3.6, the Board shall publish in the meeting minutes the rationale for any resolution adopted by the Board (including the possible material effects, if any, of its decision on the global public interest, including a discussion of the material impacts to the security, stability and resiliency of the DNS, financial impacts or other issues that were considered by the Board in approving such resolutions), the vote of each Director voting on the resolution, and the separate statement of any Director desiring publication of such a statement.
     4. Where a decision is consistent with GAC Consensus Advice (as defined in Section 12.2(a)(x)), the Board shall make a determination whether the GAC Consensus Advice was a material factor in the Board’s decision, in which case the Board shall so indicate in the resolution approving the decision (a “**GAC Consensus Board Resolution**”) and shall cite the applicable GAC Consensus Advice. For the avoidance of doubt: (i) a GAC Consensus Board Resolution shall not have the effect of making any other Board resolutions in the same set or series so designated, unless other resolutions are specifically identified as such by the Board; and (ii) a Board resolution approving an action consistent with GAC Consensus Advice received during a standard engagement process in which input from all Supporting Organizations and Advisory Committees has been requested shall not be considered a GAC Consensus Board Resolution based solely on that input, unless the GAC Consensus Advice was a material factor in the Board’s decision.

Ka The source of this text

* 1. **Section 7. TRANSLATION OF DOCUMENTS**

As appropriate and to the extent provided in the ICANN Budget, ICANN shall facilitate the translation of final published documents into various appropriate languages.

1. **Article IV** **ACCOUNTABILITY AND REVIEW**
   1. **Section 1. PURPOSE**

Mission, ICANN shall be accountable to the community for operating in accordance with the Articles of Incorporation and these Bylaws, including the Mission set forth in ‎Article 1 of these Bylaws. This ‎Article 4 creates reconsideration and independent review processes for Covered ICANN Actions and procedures for periodic review of ICANN’s structure and operations, which are intended to reinforce the various accountability mechanisms otherwise set forth in these Bylaws, including the transparency provisions of ‎Article 3 and the Board and other selection mechanisms set forth throughout these Bylaws.

* 1. **Section 2.** **RECONSIDERATION**
     1. ICANN shall have in place a process by which any person or entity materially affected by an action or inaction of the ICANN Board or Staff (i.e., employees and individual long-term paid contractors serving in locations where ICANN does not have the mechanisms to employ such contractors) (“**Requestor**”) may request the review or reconsideration of that action or inaction by the Board. The EC Chairs Council may also file a Reconsideration Request (as defined below) if approved pursuant to ‎Section 4.4 of the Annex D (“**Community Reconsideration Request**”). The EC Chairs Council shall act as the Requestor for such Community Reconsideration Request and shall act on behalf of the EC for such Reconsideration Request.

EC Chairs Council? Has this been defined or described elsewhere?

* + 1. 2.A Requestor may submit a request for reconsideration or review of an ICANN action or inaction (“**Reconsideration Request**”) to the extent that the Requestor has been adversely affected by:
       1. a.one or more Board or Staff actions or inactions that contradict ICANN’s Mission, Commitments, Core Values and/or established ICANN policy(ies);
       2. b.one or more actions or inactions of the Board or Staff that have been taken or refused to be taken without consideration of material information, except where the Requestor could have submitted, but did not submit, the information for the Board’s or Staff’s consideration at the time of action or refusal to act; or
       3. c.one or more actions or inactions of the Board or Staff that are taken as a result of the Board’s or staff’s reliance on false or inaccurate relevant information.
    2. Notwithstanding any other provision in this Section 4.2, the scope of reconsideration shall exclude the following:
       1. disputes relating to country code top-level domain (“**ccTLD**”) delegations and redelegations;
       2. disputes relating to Internet numbering resources; and
       3. disputes relating to the resources for protocol parameters.
    3. 3.The Board has designated the Board Governance Committee to review and consider any such Reconsideration Requests. The Board Governance Committee shall have the authority to:
       1. a.evaluate Reconsideration Requests;
       2. b.summarily dismiss insufficient or frivolous Reconsideration Requests;
       3. c.evaluate Reconsideration Requests for urgent consideration;
       4. d.conduct whatever factual investigation is deemed appropriate;
       5. e.request additional written submissions from the affected party, or from other parties; and

f.

* + - 1. g.make a recommendation to the Board on the merits of the Reconsideration Request, if it has not been summarily dismissed.
    1. 4.ICANN shall absorb the normal administrative costs of the Reconsideration Request process. ICANN reserves the right to recover from a party requesting review or reconsideration any costs that are deemed to be extraordinary in nature. When such extraordinary costs can be foreseen, that fact and the reasons why such costs are necessary and appropriate to evaluating the Reconsideration Request shall be communicated to the Requestor, who shall then have the option of withdrawing the request or agreeing to bear such costs.
    2. 5.All Reconsideration Requests must be submitted by the Requestor to an email address designated by the Board Governance Committee within 30 days after:
       1. for requests challenging Board actions, the date on which information about the challenged Board action is first published in a resolution, unless the posting of the resolution is not accompanied by a rationale;
       2. In that instance, the request must be submitted within 30
       3. c.for requests challenging either Board or Staff inaction, the date on which the Requestor reasonably concluded, or reasonably should have concluded, that action would not be taken in a timely manner.
    3. 6.To properly initiate a Reconsideration Request, all Requestors must review, complete and follow the Reconsideration Request form posted on the Website at https://www.icann.org/resources/pages/accountability/reconsideration-en. Requestors must also acknowledge and agree to the terms and conditions set forth in the form when filing.
    4. 7.Requestors shall not provide more than 25 pages (double-spaced, 12-point font) of argument in support of a Reconsideration Request. Requestors may submit all documentary evidence necessary to demonstrate why the action or inaction should be reconsidered, without limitation.
    5. Reconsideration Requests from different Requestors may be considered in the same proceeding so long as: (i) the requests involve the same general action or inaction; and (ii) the Requestors are similarly affected by such action or inaction. In addition, consolidated filings may be appropriate if the alleged causal connection and the resulting harm is substantially the same for all of the Requestors. Every Requestor must be able to demonstrate that it has been materially harmed and adversely impacted by the action or inaction giving rise to the request.
    6. 9.The Board Governance Committee shall review each Reconsideration Request upon its receipt to determine if it is sufficiently stated. The Board Governance Committee may summarily dismiss a Reconsideration Request if: (i) the Requestor fails to meet the requirements for bringing a Reconsideration Request; or (ii) it is frivolous. The Board Governance Committee’s summary dismissal of a Reconsideration Request shall be documented and promptly posted on the Website.
    7. For all Reconsideration Requests that are not summarily dismissed, except Reconsideration Requests described in Section 4.2(k)(iii), the Reconsideration Request shall be sent to the Ombudsman, who shall promptly proceed to review and consider the Reconsideration Request.
       1. The Ombudsman shall be entitled to seek any outside expert assistance as the Ombudsman deems reasonably necessary to perform this task to the extent it is within the budget allocated to this task.
       2. The Ombudsman shall submit to his or her substantive evaluation to the Reconsideration Request within 15 days of the Ombudsman’s receipt of the Reconsideration Request. The Board Governance Committee shall thereafter
       3. For those Reconsideration Requests involving matters for which the Ombudsman has, in advance of the filing of the Reconsideration Request, taken a position while performing his role as the Ombudsman pursuant to Article 5 of these Bylaws, or involving the Ombudsman’s conduct in some way, the Ombudsman shall recuse himself and the Board Governance Committee shall review the Reconsideration Request without involvement by the Ombudsman.
    8. 11.The Board Governance Committee may ask ICANN Staff for its views on a Reconsideration Request, which comments shall be made publicly available on the Website.
    9. The Board Governance Committee may request additional information or clarifications from the Requestor, and may elect to conduct a meeting with the Requestor by telephone, email or, if acceptable to the Requestor, in person. A Requestor may also ask for an opportunity to be heard. The Board Governance Committee’s decision on any such request is final. To the extent any information gathered in such a meeting is relevant to any recommendation by the Board Governance Committee, it shall so state in its recommendation.
    10. 13.The Board Governance Committee may also request information relevant to the request from third parties. To the extent any information gathered is relevant to any recommendation by the Board Governance Committee, it shall so state in its recommendation. Any information collected by ICANN from third parties shall be provided to the Requestor.
    11. 14.The Board Governance Committee shall act on a Reconsideration Request on the basis of the public written record, including information submitted by the party seeking reconsideration or review, by the ICANN Staff, and by any third party.

Why the above paragraph has been deleted

* + 1. 16.The make a final recommendation to the Board with respect to a Reconsideration Request within 30 days following its receipt of the Ombudsman’s evaluation (or 30 days following receipt of the Reconsideration Requests involving those matters for which the Ombudsman recuses himself), unless impractical, in which case it shall report to the Board the circumstances that prevented it from making a final recommendation and its best estimate of the time required to produce such a final recommendation. In any event, the endeavor to produce its final recommendation to the Board within 90 days of receipt of the request. The final recommendation of the Board Governance Committee shall be documented and promptly (i.e., as soon as practicable) posted on the Website and shall address each of the arguments raised in the Reconsideration Request. The Requestor may file a 10-page document in rebuttal to the Board Governance Committee’s recommendation within 15 days of receipt of the recommendation, which shall also be promptly (i.e., as soon as practicable) posted to the Website and provided to the Board for its evaluation; provided, that such rebuttal shall: (i) be limited to rebutting or contradicting the issues raised in the Board Governance Committee’s final recommendation; and (ii) not offer evidence to support an argument made in the Requestor’s original Reconsideration Request that the Requestor could have provided when the Requestor initially submitted the Reconsideration Request.
    2. 17.The Board shall not be bound to follow the recommendations of the Board Governance Committee. The final decision of the Board and its rationale shall be made public as part of the preliminary report and minutes of the Board meeting at which action is taken. The Board shall issue its decision on the recommendation of the Board Governance Committee within 45 days of receipt of the Board Governance Committee’s recommendation or as soon thereafter as feasible. Any circumstances that delay the Board from acting within this timeframe must be identified and posted on the Website. In any event, the Board’s final decision shall be made within 135 days of receipt of the Reconsideration Request was initially received by the Board Governance Committee. shall be posted on the Website in accordance with the Board’s posting obligations as set forth in Article 3 of these Bylaws. If the party seeking reconsideration so requests, the Board shall post either a recording or a transcript of the substantive Board discussion from the meeting at which the Board considers the Board Governance Committee’s recommendation. The Board shall decide as between a recording and a transcript. The Board may only redact from the posted record that portion of the record that: (i) reflects privileged advice from legal counsel; (ii) includes ICANN trade secrets; (iii) if disclosed would breach a binding contractual obligation or legal requirement to which ICANN is subject; or (iv) if disclosed would present a material risk of negative impact to the security, stability or resiliency of the DNS.
    3. 18.If the Requestor believes that the Board action or inaction for which a Reconsideration Request is submitted is so urgent that the timing requirements of the process set forth in this ‎Section 4.2 are too long, the Requestor may apply to the Board Governance Committee for urgent consideration. Any request for urgent consideration must be made within two business days (as calculated by local time at the location of ICANN’s principal office) of the posting of the resolution at issue. A request for urgent consideration must include a discussion of why the matter is urgent for reconsideration and must demonstrate a likelihood of success with the Reconsideration Request.
    4. 19.The Board Governance Committee shall respond to the request for urgent consideration within two business days after receipt of such request. If the Board Governance Committee agrees to consider the matter with urgency, it will cause notice to be provided to the Requestor, who will have two business days after notification to complete the Reconsideration Request. The Board Governance Committee shall issue a recommendation on the urgent Reconsideration Request within seven days of the completion of the filing of the Reconsideration Request, or as soon thereafter as feasible. If the Board Governance Committee does not agree to consider the matter with urgency, the Requestor may still file a Reconsideration Request within the regular time frame set forth within these Bylaws.
    5. 20.The Board Governance Committee shall submit a report to the Board on an annual basis containing at least the following information for the preceding calendar year:
       1. a.the number and general nature of Reconsideration Requests received, including an identification if the Reconsideration Requests were acted upon, summarily dismissed, or remain pending;
       2. b.for any Reconsideration Requests that remained pending at the end of the calendar year, the average length of time for which such Reconsideration Requests have been pending, and a description of the reasons for any Reconsideration Request pending for more than ninety (90) days;
       3. c.an explanation of any other mechanisms available to ensure that ICANN is accountable to persons materially affected by its decisions; and
       4. d.whether or not, in the Board Governance Committee’s view, the criteria for which reconsideration may be requested should be revised, or another process should be adopted or modified, to ensure that all persons materially affected by ICANN decisions have meaningful access to a review process that ensures fairness while limiting frivolous claims.
  1. **Section 3.** **INDEPENDENT REVIEW OF COVERED ICANN ACTIONS**
     1. In addition to the reconsideration process described in Section 4.2, ICANN shall have a separate process for independent third-party review of Covered Actions (defined in Section 4.3(b)(ii), below) that are alleged by a Claimant to be within the scope of the Independent Review Process (“**IRP**”), which is intended to hear and resolve Disputes for the following purposes (“**Purposes of the IRP**”):
        1. Ensure that ICANN does not exceed the scope of its limited technical Mission and otherwise complies with its .
        2. Empower the global Internet community and Claimants to enforce compliance with the through meaningful, affordable, accessible expert review of Covered Actions.
        3. Ensure that ICANN is accountable to the global Internet community and Claimants.
        4. Address claims that ICANN has failed to enforce its rights under the IANA Naming Function Contract.
        5. Provide a mechanism by which direct customers of the IANA naming functions may seek resolution of PTI service complaints that are not resolved through mediation.
        6. Reduce Disputes by creating precedent to guide and inform the Board, Officers, Staff members, Supporting Organizations, Advisory Committees, and the global Internet community in connection with policy development and implementation.
        7. Secure the accessible, transparent, efficient, consistent, coherent, and just resolution of Disputes.
        8. Lead to binding, final resolutions consistent with international arbitration norms that are enforceable in any court with proper jurisdiction.
        9. Provide a mechanism for the resolution of Disputes, as an alternative to legal action in the civil courts of the United States or other jurisdictions.

This Section 4.3 shall be construed, implemented, and administered in a manner consistent with these Purposes.

* + 1. The scope of the IRP is defined with reference to the following terms:
       1. A “**Claimant**” is any legal or natural person, group, or entity including, but not limited to the EC, a Supporting Organization, or an Advisory Committee that has been materially affected by a Dispute. To be materially affected by a Dispute, the Claimant must suffer an alleged violation.
          1. The EC is deemed to be materially affected by all Covered Actions. ICANN shall not assert any defenses of standing or capacity against the EC in any forum.
          2. ICANN shall not object to the standing of the EC, a Supporting Organization, or an Advisory Committee to participate in an IRP, to compel an IRP, or to enforce an IRP Decision on the basis that it is not a legal person with capacity to sue. No special pleading of a Claimant’s capacity or of the legal existence of a person that is a Claimant shall be required in the IRP proceedings. No Claimant shall be allowed to proceed if the IRP Panel concludes based on evidence submitted to it that the Claimant does not fairly or adequately represent the interests of those on whose behalf the Claimant purports to act.
       2. “**Covered Actions**” are defined as any actions or failures to act by or within ICANN committed by the Board, individual Directors, Officers, or Staff members that give rise to a Dispute.,
       3. “**Disputes**” are defined as:
          1. claims that Covered Actions constituted an action or inaction that violated or Bylaws, including but not limited to any action or inaction that:

exceeded the scope of the Mission;

resulted from action taken in response to advice or input from any Advisory Committee or Supporting Organization that are claimed ;

resulted from decisions of process-specific expert panels that are claimed to be inconsistent with the Articles of Incorporation or Bylaws;

resulted from a response to a DIDP request that is claimed to be inconsistent with the Articles of Incorporation or Bylaws;

arose from claims involving rights of the EC as set forth in the Articles of Incorporation or Bylaws.????

* + - * 1. claims that ICANN, its Board, individual Directors, Officers or Staff members, have not enforced ICANN’s contractual rights with respect to the IANA Naming Function Contract, and
        2. claims regarding PTI service complaints by direct customers of the IANA naming functions that are not resolved through mediation.
    1. Notwithstanding any other provision in this Section 4.3, the IRP’s scope shall exclude all of the following:
       1. EC challenges to the result(s) of a PDP, unless the Supporting Organization(s) that approved the PDP supports the EC bringing such a challenge;
       2. claims relating to country code top-level domain (“**ccTLD**”) delegations and re-delegations;
       3. claims relating to Internet numbering resources, and
       4. claims relating to the resources for protocol parameters.
    2. An IRP shall commence with the Claimant’s filing of a written statement of a Dispute (a “**Claim**”) with the IRP Provider (described in Section 4.3(m) below). The EC may commence a Community IRP pursuant to ‎Section 6.4(c).
    3. Cooperative Engagement Process
       1. Except for Claims brought by the EC in accordance with Section 4.3 and Section 6.4, prior to the filing of a Claim, the parties are strongly encouraged to participate in a non-binding Cooperative Engagement Process (“**CEP**”) for the purpose of attempting to resolve and/or narrow the Dispute. CEPs shall be conducted pursuant to the CEP Rules to be developed with community involvement, adopted by the Board, and as amended from time to time.

Where the CEP rules ANNEX Would be placed ?

* + - 1. The CEP is voluntary. However, except for Claims brought by the EC in accordance with Section 4.3 and Section 6.4, if the Claimant CEP IRP, the IRP Panel shall IRP, including legal fees.
      2. Either party may terminate the CEP efforts if that party: (A) concludes in good faith that further efforts are unlikely to produce agreement; or (B) requests the inclusion of an independent dispute resolution facilitator (“**IRP Mediator**”) after at least one CEP meeting.
      3. Unless all parties agree on the selection of a particular IRP Mediator, any IRP Mediator appointed shall be selected from the members of the Standing Panel (described in Section 4.3(j) below) by its Chair, but such IRP Mediator shall not thereafter be eligible to serve as a panelist presiding over an IRP on the matter.
    1. ICANN hereby waives any defenses that may be afforded under Section 5141 of the California Corporations Code (“**CCC**”) against any Claimant, and shall not object to the standing of any such Claimant to participate in or to compel an IRP, or to enforce an IRP Decision on the basis that such Claimant may not otherwise be able to assert that a Covered Action is ultra vires.
    2. Upon the filing of a Claim, shall be selected in accordance with the Rules of Procedure. Following the selection of an IRP Panel, that Panel shall be charged with hearing and resolving the Dispute, considering the Claim and ICANN’s written response (“**Response**”) in compliance with the Articles of Incorporation and Bylaws, as understood in light of prior IRP Panel decisions decided under the same version of the provision of the Articles of Incorporation and Bylaws at issue, and norms of applicable law. If no Response is filed by ICANN,(TIME LIMIT) the IRP Panel may accept the Claim as unopposed and proceed to evaluate and decide the Claim pursuant to the procedures set forth in these Bylaws.
    3. After a Claim is referred to an IRP Panel, the parties are urged to participate in conciliation discussions for the purpose of attempting to narrow the issues that are to be addressed by the IRP Panel.
    4. Each IRP Panel shall conduct an objective, de novo examination of the Dispute.
       1. With respect to Covered Actions, the IRP Panel shall make findings of fact to determine whether the Covered Action constituted an action or inaction that violated the Articles of Incorporation or Bylaws.
       2. All Disputes shall be decided in compliance with the Articles of Incorporation and Bylaws, as understood in the context of the norms of applicable law and prior relevant IRP decisions.
       3. For Claims arising out of the Board’s exercise of its fiduciary duties, the IRP Panel shall not replace the Board’s reasonable judgment with its own so long as the Board’s action or inaction is within the realm of reasonable business judgment.
       4. With respect to claims that ICANN has not enforced its contractual rights with respect to the IANA Naming Function Contract, the standard of review shall be whether there was a material breach of ICANN’s obligations under the IANA Naming Function Contract, where the alleged breach has resulted in material harm to the Claimant.
       5. For avoidance of doubt, IRPs initiated through the mechanism contemplated at Section 4.3(a)(iv) above, shall be subject to a separate standard of review as defined in the PTI Contract.
    5. Standing Panel
       1. There shall be an omnibus standing panel of at least seven members (the “**Standing Panel**”) each of whom shall possess significant relevant legal expertise in one or more of the following areas: international law, corporate governance, judicial systems/or arbitration. Each member of the Standing Panel shall also have knowledge, developed over time, regarding the DNS and ICANN's Mission, work, policies, practices, and procedures. Members of the Standing Panel shall receive at a minimum, training provided by ICANN on the workings and management of the Internet’s unique identifiers
       2. ICANN shall, in consultation with the global Internet community, initiate a process to establish the Standing Panel to ensure the availability of a number of IRP panelists that is sufficient to allow for the timely resolution of Disputes consistent with the Purposes of the IRP. The community shall be directly involved in the selection of the Standing Panel and the designation of the Chair of the Standing Panel. The process shall include a call by ICANN for expressions of interest, and shall provide that the community shall nominate a slate of panel members subject to confirmation by the Board.
       3. Reasonable efforts shall be taken to achieve cultural, linguistic, gender, and legal tradition diversity, and diversity by Geographic Region.
    6. IRP Panel
       1. A three-member panel shall be selected from the Standing Panel to hear a specific Dispute (each an “**IRP Panel**”).
       2. The Claimant and ICANN shall each select one panelist from the Standing Panel, and the two panelists selected by the parties will select the third panelist from the Standing Panel. In the event that a Standing Panel or is in place but does not have capacity due to other IRP commitments or IRP proceeding, the Claimant and ICANN shall each select a qualified panelist from outside the Standing Panel and the two panelists selected by the parties shall select the third panelist. In the event that no Standing Panel is in place when an IRP Panel must be convened and the two party-selected panelists cannot agree on the third panelist, the IRP Provider’s rules shall apply to selection of the third panelist.
       3. Assignment from the Standing Panel to IRP Panels shall take into consideration the Standing Panel members’ individual experience and expertise in issues related to highly technical, civil society, business, diplomatic, and regulatory skills as needed by each specific proceeding, and such requests from the parties for any particular expertise.
       4. Upon request of an IRP Panel, the Panel shall have access to independent skilled technical experts at the expense of ICANN, although all substantive interactions between the IRP Panel and such experts shall be conducted on the record, except when public disclosure could materially and unduly harm participants, such as by exposing trade secrets or violating rights of personal privacy.
       5. IRP Panel decisions shall be made by a simple majority of the Panel.
    7. All IRP proceedings shall be administered in English as the primary working language, with provision of translation services for Claimants if needed.
    8. IRP Provider
       1. All IRP proceedings shall be administered by a well-respected (“**IRP Provider**”). The IRP Provider shall receive and distribute IRP Claims, Responses, and all other submissions arising from an IRP at the direction of the IRP Panel, and shall function independently from ICANN.
       2. ICANN shall, in consultation with the global Internet community, initiate a tender process for an organization to serve as the IRP Provider to provide administrative support for the Standing Panel and IRP Panels.
    9. Rules of Procedure
       1. Members of the global Internet community shall develop processes for the IRP that are governed by clearly understood and pre-published rules applicable to all parties (“**Rules of Procedure**”). Such Rules of Procedures shall be informed by international arbitration norms and consistent with the Purposes of the IRP and shall be approved by the Board, such approval not to be unreasonably withheld. Specialized Rules of Procedure may be designed for reviews of PTI service complaints asserted by direct customers of the IANA naming functions that are not resolved through mediation
       2. As it deems appropriate in order to fulfill the Purposes of the IRP, the Standing Panel may revise such Rules of Procedure, provided that all such revisions shall be published for comment and shall reflect a consensus to the extent reasonably possible
       3. The Rules of Procedure are intended to ensure fundamental fairness and due process and shall at a minimum address the following elements:
          1. The time within which a Claim must be filed after a Claimant becomes aware the action or inaction giving rise to the Dispute;
          2. Issues relating to joinder, intervention, and consolidation of Claims;
          3. Rules governing written submissions, including the required elements of a Claim, other requirements or limits on content, time for filing, length of statements, number of supplemental statements, if any, permitted evidentiary support (factual and expert), including its length, both in support of a Claimant’s Claim and in support of ICANN’s Response;
          4. Availability and limitations on discovery methods;
          5. Whether hearings shall be permitted, and if so what form and structure such hearings would take;
          6. Procedures if ICANN elects not to respond to an IRP; and
          7. The standards and rules governing appeals from IRP Panel decisions, including which IRP Panel decisions may be appealed.

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* + 1. 11.Subject to the requirements of this Section 4.3, each IRP Panel shall have the authority to:
       1. a.summarily dismiss Disputes that are brought without standing, lacking in substance, frivolous or vexatious;
       2. b.request additional written submissions from the Claimant or from other parties;
       3. c.declare whether a Covered Action constituted an action or inaction that violated the Articles of Incorporation or Bylaws;
       4. d.recommend that ICANN stay any action or decision, or take necessary interim action, until such time as the opinion of the IRP Panel is considered;
       5. consolidate Disputes if the facts and circumstances are sufficiently similar, and take such other actions as are necessary for the efficient resolution of Disputes;
       6. f.determine the timing for each IRP proceeding, and
       7. determine the shifting of IRP costs and expenses consistent with this Section 4.3(a).
    2. A Claimant may request interim relief. Interim relief may include prospective relief, interlocutory relief, or declaratory or injunctive relief, in order to maintain the status quo. A single member of the Standing Panel (“**Emergency Panelist**”) shall be selected to adjudicate requests for interim relief. In the event that no Standing Panel is in place when an Emergency Panelist must be selected, the IRP Provider’s rules shall apply to the selection of the Emergency Panelist. Interim relief may only be provided if the Emergency Panelist determines that the Claimant has established all of the following factors:
       1. A harm for which there will be no adequate remedy in the absence of such relief;
       2. Either: (A) likelihood of success on the merits; or (B) sufficiently serious questions related to the merits; and
       3. A balance of hardships tipping decidedly toward the party seeking relief.
    3. Conflicts of Interest
       1. Standing Panel members must be independent of ICANN and its Supporting Organizations and Advisory Committees, and so must adhere to the following criteria:
          1. Upon consideration for the Standing Panel and on an ongoing basis, Panelists shall have an affirmative obligation to disclose any material relationship with ICANN, a Supporting Organization, an Advisory Committee, or any other participant in an IRP proceeding.
       2. The IRP Provider shall disclose any material relationship with ICANN, a Supporting Organization, an Advisory Committee, or any other participant in an IRP proceeding.
    4. ICANN shall bear all the administrative costs of maintaining the IRP mechanism, including compensation of Standing Panel members. Each party to an IRP proceeding shall bear its own legal expenses, except that ICANN shall bear all costs associated with a Community IRP, including the costs of all legal counsel and technical experts. Nevertheless, except with respect to a Community IRP, the IRP Panel may shift and provide for the losing party to pay administrative costs and/or fees of the prevailing party in the event it identifies the losing party’s Claim or defense as frivolous or abusive.
    5. An IRP Panel should complete an IRP proceeding expeditiously, issuing an early scheduling order and its written decision Claim, unless that is not reasonably possible under the circumstances

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* + 1. 18.Each IRP Panel shall make its decision based solely on the documentation, supporting materials, and arguments submitted by the parties, and in its decision shall specifically designate the prevailing party as to each part of a Claim.

19.

* + 1. 20.All IRP Panel proceedings shall be conducted on the record, and documents filed in connection with IRP Panel proceedings , except for settlement negotiation or other proceedings that could materially and unduly harm participants if conducted publicly. The Rules of Procedure, and all Claims, petitions, and decisions shall promptly be posted on the Website when they become available. Each IRP Panel may, in its discretion, grant a party's request to keep certain information confidential, such as trade secrets, but only if such confidentiality does not materially interfere with the transparency of the IRP proceeding.
    2. v) Subject to this Section 4.3, all IRP decisions shall be written and made public, and shall reflect a well-reasoned application of how the Dispute was resolved in compliance with the Articles of Incorporation and Bylaws, as understood in light of prior IRP Decisions decided under the same version of the provision of the Articles of Incorporation and Bylaws at issue, and norms of applicable law.
    3. Subject to any limitations established through the Rules of Procedure, an IRP Panel decision may be appealed to the full Standing Panel sitting en banc within sixty (60( days of issuance of such decision.
    4. The IRP is intended as a final, binding arbitration process.
       1. IRP Panel decisions are binding final decisions to the extent allowed by law unless timely and properly appealed to the en banc Standing Panel. En banc Standing Panel decisions are binding final decisions to the extent allowed by law. Such decisions are intended to be enforceable in any court with jurisdiction over ICANN without a *de novo* review of the decision of the IRP Panel or en banc Standing Panel, as applicable, factual findings or conclusions of law.
       2. ICANN intends, agrees, and consents to be bound by all IRP Panel decisions of Disputes of Covered Actions as a final, binding arbitration.
          1. Where feasible, the Board shall consider its response to IRP Panel decisions at the Board's next meeting, and shall affirm or reject compliance with the decision on the public record based on an expressed rationale. The decision of the IRP Panel, or en banc Standing Panel, shall be final regardless of such Board action, to the fullest extent allowed by law.
          2. If the Board rejects an IRP decision, the EC Chairs Council may convene as soon as possible following such rejection and consider whether to authorize commencement of action in a court with jurisdiction over ICANN to enforce the IRP decision.
       3. By submitting a Claim to the IRP Panel, a Claimant thereby agrees that the IRP Decision is intended to be a final, binding arbitration decision with respect to such Claimant. Any Claimant that does not consent to the IRP being a final, binding arbitration may initiate a non-binding IRP if ICANN agrees; provided that such a non-binding IRP Decision is not intended to be and shall not be enforceable. Parties that have contracted with ICANN may not initiate a binding or non-binding IRP if the party’s claims arise out of the party’s contract with ICANN and are subject to binding arbitration pursuant to such contract.
    5. ICANN shall seek to establish means by which community, non-profit Claimants and other Claimants that would otherwise be excluded from utilizing the IRP process may meaningfully participate in and have access to the IRP process.
  1. **Section 4.** **PERIODIC REVIEW OF ICANN STRUCTURE AND OPERATIONS**
     1. 1. The Board shall cause a periodic review of the performance and operation of each Supporting Organization, each Supporting Organization Council, each Advisory Committee (other than the Governmental Advisory Committee), and the Nominating Committee by an entity or entities independent of the organization under review. The goal of the review, to be undertaken pursuant to such criteria and standards as the Board shall direct, shall be to determine (i) whether that organization, council or committee has a continuing purpose in the ICANN structure, (ii) if so, whether any change in structure or operations is desirable to improve its effectiveness and (iii) whether that organization, council or committee is accountable to its constituencies, stakeholder groups, organizations and other stakeholders.

These periodic reviews shall be conducted no less frequently than every five years, based on feasibility as determined by the Board. Each five-year cycle will be computed from the moment of the reception by the Board of the final report of the relevant review Working Group.

The results of such reviews shall be posted on the Website for public review and comment, and shall be considered by the Board no later than the second scheduled meeting of the Board after such results have been posted for 30 days. The consideration by the Board includes the ability to revise the structure or operation of the parts of ICANN being reviewed by a two-thirds vote of all Directors.

* + 1. The Governmental Advisory Committee shall provide its own review mechanisms.
  1. **annual review**

ICANN will produce an annual report on the state of the accountability and transparency reviews, which will discuss the status of the implementation of all review processes required by ‎Section 4.6 and the status of ICANN’s implementation of the Consensus-supported recommendations set forth in the final reports issued by the review teams to the Board following the conclusion of such review (“**Annual Review Implementation Report**”). The Annual Review Implementation Report will be posted on the Website for public review and comment. Each Annual Review Implementation Report will be considered by the Board and serve as an input to the continuing process of implementing the recommendations from the review teams set forth in the final reports of such review teams required in ‎Section 4.6.

* 1. **Specific reviews**
     1. Review Teams and Reports
        1. Review teams will be established for each applicable review, which will include both a limited number of members and an open number of observers. The chairs of the Supporting Organizations and Advisory Committees participating in the applicable review shall select a group of up to 21 review team members from among the prospective members nominated by the Supporting Organizations and Advisory Committees, balanced for diversity and skill. In addition, the Board may designate one Director or Liaison to serve as a member of the review team. Specific guidance on the selection process is provided within the Operating Standards developed with the global Internet community for the conduct of reviews under this Section 4.6. The Operating Standards must be aligned with the following guidelines:
           1. Each Supporting Organization and Advisory Committee participating in the applicable review may nominate up to seven prospective members for the review team;
           2. Any Supporting Organization or Advisory Committee nominating at least one, two or three prospective review team members shall be entitled to have those one, two or three nominees selected as members to the review team, so long as the nominees meet any applicable criteria for service on the team; and
           3. If any Supporting Organization or Advisory Committee has not nominated at least three prospective review team members, the Chairs of the Supporting Organizations and Advisory Committees shall be responsible for the determination of whether all 21 SO/AC member seats shall be filled and, if so, how the seats should be allocated from among those nominated.
        2. Members and liaisons of review teams shall disclose to ICANN and their applicable review team any conflicts of interest with a specific matter or issue under review in accordance with the most recent Board-approved practices and operating standards. The applicable review team may exclude from the discussion of a specific complaint or issue any member deemed by the majority of review team members to have a conflict of interest. Further details on the conflict of interest practices are included in the Operating Standards.
        3. Review team decision-making practices are specified in the Operating Standards.
        4. Review teams may also solicit and select independent experts to render advice as requested by the review team. ICANN shall pay the reasonable fees and expenses of such experts for each review contemplated by this ‎Section 4.6 to the extent such fees and costs are consistent with the budget assigned for such review. Guidelines on how review teams are to work with and consider independent expert advice are specified in the Operating Standards.
        5. Each review team may recommend termination or amendment of its respective review for subsequent reviews in its final report to the Board.
        6. Confidential Disclosure to Review Teams:
           1. To facilitate transparency and openness regarding ICANN’s deliberations and operations, the Review Teams, or a subset thereof, shall have access to ICANN internal information and documents pursuant to the Confidential Disclosure Framework set forth in the Operating Standards. The Confidential Disclosure Framework must be aligned with the following guidelines:

ICANN must provide a justification for any refusal to reveal requested information. ICANN’s refusal can be appealed to the Ombudsman and/or the ICANN Board for a ruling on the disclosure request.

ICANN may designate certain documents and information as “for review team members only” or for a subset of the review team members based on conflict of interest. ICANN’s designation of documents may also be appealed to the Ombudsman and/or the ICANN Board.

ICANN may require review team members to sign a non-disclosure agreement before accessing documents.

* + - 1. Reports
         1. Each report of the review team shall describe the degree of consensus or agreement reached by the review team on each recommendation contained in such report. The review team shall attempt to prioritize each of its recommendations and provide a rationale for such prioritization.
         2. Each draft report of the review team shall be posted on the Website for public review and comment. The review team must consider the public comments received in response to any draft report and shall amend the report as the review team deems appropriate and in the public interest before submitting its final report to the Board. The final report should include an explanation of how public comments were considered as well as a summary of changes made in response to public comments.
         3. Each final report of a review team shall be published for public comment in advance of the Board’s consideration. Within six months of receipt of a final report, the Board shall consider such final report and the public comments on the final report, determine whether to approve the recommendations in the final report. If the Board does not approve any or all of the recommendations, the written rationale supporting the Board’s decision shall include an explanation for the decision on each recommendation that was not approved. The Board shall promptly direct implementation of the recommendations that were approved.
    1. Accountability and Transparency Review
       1. The Board shall cause a periodic review of ICANN’s execution of its commitment to maintain and improve robust mechanisms for public input, accountability, and transparency so as to ensure that the outcomes of its decision-making reflect the public interest and are accountable to the Internet community (“**Accountability and Transparency Review**”).
       2. The issues that the review team for the Accountability and Transparency Review (the “**Accountability and Transparency Review Team**”) may assess are the following:
          1. assessing and improving Board governance which shall include an ongoing evaluation of Board performance, the Board selection process, the extent to which Board composition’s and allocation structure meets ICANN’s present and future needs, and the appeal mechanisms for Board decisions contained in these Bylaws;
          2. assessing the role and effectiveness of the GAC’s interaction with the Board and with the broader ICANN community, and making recommendations for improvement to ensure effective consideration by ICANN of GAC input on the public policy aspects of the technical coordination of the DNS;
          3. assessing and improving the processes by which ICANN receives public input (including adequate explanation of decisions taken and the rationale thereof);
          4. assessing the extent to which ICANN’s decisions are supported and accepted by the Internet community;
          5. assessing the policy development process to facilitate enhanced cross community deliberations, and effective and timely policy development; and
          6. assessing and improving the Independent Review Process.
       3. The Accountability and Transparency Review Team shall also assess the extent to which prior Accountability and Transparency Review recommendations have been implemented and the extent to which implementation of such recommendations has resulted in the intended effect.
       4. The Accountability and Transparency Review Team may recommend to the Board the termination or amendment of other periodic reviews required by this **‎**Section 4.6, and may recommend to the Board the creation of additional periodic reviews.
       5. This Accountability and Transparency Review Team should issue its final report within one year of convening its first meeting.
       6. The Accountability and Transparency Review shall be conducted no less frequently than every five years measured from the date the previous Accountability and Transparency Review Team was convened.
    2. Security, Stability, and Resiliency Review
       1. The Board shall cause a periodic review of ICANN’s execution of its commitment to enhance the operational stability, reliability, resiliency, security, and global interoperability of the DNS (“**SSR Review**”).
       2. The issues that the review team for the SSR Review (“**SSR Review Team**”) may assess are the following:
          1. security, stability and resiliency matters, both physical and network, relating to the secure and stable coordination of the DNS;
          2. [conformance with appropriate contingency planning framework; and]
          3. [maintaining clear processes.]
       3. The SSR Review Team shall also assess the extent to which ICANN has successfully implemented its security efforts, the effectiveness of the security efforts to deal with actual and potential challenges and threats to the security and stability of the DNS, and the extent to which the security efforts are sufficiently robust to meet future challenges and threats to the security, stability and resiliency of the DNS, consistent with ICANN’s limited technical Mission.
       4. The SSR Review Team shall also assess the extent to which prior SSR Review recommendations have been implemented and the extent to which implementation of such recommendations has resulted in the intended effect.
       5. The SSR Review shall be conducted no less frequently than every five years, measured from the date the previous SSR Review Team was convened.
    3. Competition, Consumer Trust and Consumer Choice Review
       1. ICANN will ensure that it will adequately address issues of competition, consumer protection, security, stability and resiliency, malicious abuse issues, sovereignty concerns, and rights protection prior to, or concurrent with, authorizing an increase in the number of new top-level domains in the root zone of the DNS pursuant to an application process initiated on or after the date of these Bylaws (“**New gTLD Round**”).
       2. After a New gTLD Round has been in operation for one year,the Board shall initiate a competition, consumer trust and consumer choice review as specified in this ‎Section 4.6(d) (“**CCT Review**”).
       3. The review team for the CCT Review (“**CCT Review Team**”) will examine (A) the extent to which the New gTLD Round has promoted competition, consumer trust and consumer choice and (B) the effectiveness of the New gTLD Round’s application and evaluation process and safeguards put in place to mitigate issues arising from the New gTLD Round.
       4. For each of its recommendations, the CCT Review Team should indicate whether the recommendation, if accepted by the Board, must be implemented before opening subsequent rounds of new generic top-level domain applications periods.
       5. The CCT Review Team shall also assess the extent to which prior CCT Review recommendations have been implemented and the extent to which implementation of such recommendations has resulted in the intended effect.
    4. Registration Directory Service Review
       1. Subject to applicable laws, ICANN shall use commercially reasonable efforts to enforce its policies relating to registration directory services and shall work with Supporting Organizations and Advisory Committees to explore structural changes to improve accuracy and access to generic top-level domain registration data, as well as consider safeguards for protecting such data.
       2. The Board shall cause a periodic review to assess the effectiveness of the then current gTLD registry directory service and whether its implementation meets the legitimate needs of law enforcement, promoting consumer trust and safeguarding registrant data (“**Directory Service Review**”).
       3. The review team for the Directory Service Review (“**Directory Service Review Team**”) will consider the Organization for Economic Co-operation and Development (OECD) Guidelines on the Protection of Privacy and Transborder Flows of Personal Data as defined by the OECD in 1980 and amended in 2013 and may be amended from time to time.
       4. The Directory Service Review Team shall assess the extent to which prior Directory Service Review recommendations have been implemented and the extent to which implementation of such recommendations has resulted in the intended effect.
       5. The Directory Service Review shall be conducted no less frequently than every five years, measured from the date the previous Directory Service Review Team was convened.
  1. **COMMUNITY mediation and INDEPENDENT REVIEW PROCESS**
     1. If the Board refuses or fails to comply with a duly authorized and valid EC Decision (as defined in Section 4.3(a) of Annex D) under these Bylaws, the EC Chairs Council representative of any Decisional Participant who voted to support the exercise by the EC of its rights in the applicable EC Decision during the applicable decision period may request that the EC initiate a mediation process pursuant to this Section 4.7.
     2. If the EC Chairs Council determines to seek approval of the Decisional Participants to initiate Mediation with the Board, the EC Chairs Council shall promptly provide a Mediation Initiation Notice (as defined in Section 4.1(e) of Annex D) to the Decision Participants and the Secretary, and shall thereafter initiate and comply with the procedures set forth in Section 4.1 of Annex D. ICANN shall promptly post the Mediation Initiation Notice on the Website.
     3. If the EC Chairs Council delivers an EC Mediation Initiation Notice to the Secretary pursuant to and in compliance with Section 4.1(e) of Annex D, as soon as reasonably practicable thereafter, the EC Chairs Council shall designate individuals to represent the EC in the mediation (“**Mediation Chairs Council**”) and the Board shall designate representatives for the mediation (“**Board Mediation Representatives**”). Members of the EC Chairs Council and the Board can designate themselves as representatives. ICANN shall promptly post the EC Mediation Initiation Notice on the Website.
     4. There shall be a single mediator who shall be selected by the agreement of the Mediation Chairs Council and Board Mediation Representatives. The Mediation Chairs Council shall propose a slate of least five potential mediators, and the Board Mediation Representatives shall select a mediator from the slate or request a new slate until a mutually-agreed mediator is selected. The Board Mediation Representatives may recommend potential mediators for inclusion on the slates selected by the Mediation Chairs Council. The Mediation Chairs Council shall not unreasonably decline to include mediators recommended by the Board Mediation Representatives on proposed slates and the Board Mediation Representatives shall not unreasonably withhold consent to the selection of a mediator on slates proposed by the Mediation Chairs Council.
     5. The mediator shall be a licensed attorney with general knowledge of contract law and general knowledge of the DNS and ICANN. The mediator may not have any ongoing business relationship with ICANN, any Supporting Organization (or constituent thereof), any Advisory Committee (or constituent thereof) or the EC. The mediator must confirm in writing that he or she is not, directly or indirectly, and will not become during the term of the mediation, an employee, partner, executive officer, director, consultant or advisor of ICANN, any Supporting Organization (or constituent thereof), any Advisory Committee (or constituent thereof) or the EC.
     6. The mediator shall conduct the mediation in accordance with these Bylaws, the laws of California and the rules and procedures of a well-respected international dispute resolution provider, which may be the IRP Provider. The arbitration will be conducted in the English language consistent with the provisions relevant for mediation under the IRP Rules of Procedure and will occur in Los Angeles County, California, unless another location is mutually-agreed between the Mediation Chairs Council and Board Mediation Representatives.
     7. The Mediation Chairs Council and the Board Mediation Representatives shall discuss the dispute in good faith and attempt, with the mediator’s assistance, to reach an amicable resolution of the dispute.
     8. ICANN shall bear all costs of the mediator.
     9. If the Mediation Chairs Council and the Board Mediation Representatives have engaged in good faith participation in the mediation but have not resolved the dispute for any reason, the Mediation Chairs Council or the Board Mediation Representatives may terminate the mediation at any time by declaring an impasse.
     10. If a resolution to the dispute is reached by the Mediation Chairs Council and the Board Mediation Representatives, the Mediation Chairs Council and the Board Mediation Representatives shall document such resolution (“**Mediation Resolution**” and the date of such resolution, the “**Mediation Resolution Date**”). ICANN shall promptly post the Mediation Resolution on the Website and the EC Chairs Council shall promptly notify the Decisional Participants of the Mediation Resolution.
     11. The EC shall be deemed to have accepted the Mediation Resolution if it has not delivered an EC Community IRP Resolution Notice pursuant to and in compliance with Section 4.2 of Annex D within sixty (60) days following the Mediation Resolution Notice Date.

1. **Article V** **OMBUDSMAN**
   1. **Section 1. OFFICE OF OMBUDSMAN**
      1. 1.ICANN shall maintain an Office of Ombudsman (“**Office of Ombudsman**”), to be managed by an ombudsman (“**Ombudsman**”) and to include such staff support as the Board determines is appropriate and feasible. The Ombudsman shall be a full-time position, with salary and benefits appropriate to the function, as determined by the Board.
      2. 2.The Ombudsman shall be appointed by the Board for an initial term of two years, subject to renewal by the Board.
      3. 3.The Ombudsman shall be subject to dismissal by the Board only upon a three-fourths (3/4) vote of the entire Board.
      4. [The annual budget for the Office of Ombudsman shall be established by the Board as part of the annual ICANN Budget process. The Ombudsman shall submit a proposed budget to the President, and the President shall include that budget submission in its entirety and without change in the general ICANN Budget recommended by the ICANN President to the Board. Nothing in this ‎Section 5.1 shall prevent the President from offering separate views on the substance, size, or other features of the Ombudsman’s proposed budget to the Board.]
   2. **CHARTER**

Independent Review Process set forth in ‎Section 4.3 have not been invoked. The principal function of the Ombudsman shall be to provide an independent internal evaluation of complaints by members of the ICANN community who believe that the ICANN staff, Board or an ICANN constituent body has treated them unfairly. The Ombudsman shall serve as an objective advocate for fairness, and shall seek to evaluate and where possible resolve complaints about unfair or inappropriate treatment by ICANN staff, the Board, or ICANN constituent bodies, clarifying the issues and using conflict resolution tools such as negotiation, facilitation, and “shuttle diplomacy” to achieve these results. With respect to the Reconsideration Request Process set forth in ‎Section 4.2, the Ombudsman shall serve the function expressly provided for in ‎Section 4.2.

* 1. **OPERATIONS**

The Office of Ombudsman shall:

* + 1. 1.facilitate the fair, impartial, and timely resolution of problems and complaints that affected members of the ICANN community (excluding employees and vendors/suppliers of ICANN) may have with specific actions or failures to act by the Board or ICANN staff which have not otherwise become the subject of either a Reconsideration Request or Independent Review Policies;
    2. perform the functions set forth in ‎Section 4.2 relating to review and consideration of Reconsideration Requests;
    3. 2.exercise discretion to accept or decline to act on a complaint or question, including by the development of procedures to dispose of complaints that are insufficiently concrete, substantive, or related to ICANN’s interactions with the community so as to be inappropriate subject matters for the Ombudsman to act on. In addition, and without limiting the foregoing, the Ombudsman shall have no authority to act in any way with respect to internal administrative matters, personnel matters, issues relating to membership on the Board, or issues related to vendor/supplier relations;
    4. 3.have the right to have access to (but not to publish if otherwise confidential) all necessary information and records from ICANN staff and constituent bodies to enable an informed evaluation of the complaint and to assist in dispute resolution where feasible (subject only to such confidentiality obligations as are imposed by the complainant or any generally applicable confidentiality policies adopted by ICANN);
    5. 4.heighten awareness of the Ombudsman program and functions through routine interaction with the ICANN community and online availability;
    6. 5.maintain neutrality and independence, and have no bias or personal stake in an outcome; and
    7. 6.comply with all ICANN conflicts-of-interest and confidentiality policies.
  1. **Section 4. INTERACTION WITH ICANN AND OUTSIDE ENTITIES**
     1. 1.No ICANN employee, Board member, or other participant in Supporting Organizations or Advisory Committees shall prevent or impede the Ombudsman’s contact with the ICANN community (including employees of ICANN). ICANN employees and Board members shall direct members of the ICANN community who voice problems, concerns, or complaints about ICANN to the Ombudsman, who shall advise complainants about the various options available for review of such problems, concerns, or complaints.
     2. 2.ICANN staff and other ICANN participants shall observe and respect determinations made by the Office of Ombudsman concerning confidentiality of any complaints received by that Office.
     3. 3.Contact with the Ombudsman shall not constitute notice to ICANN of any particular action or cause of action.
     4. 4.The Ombudsman shall be specifically authorized to make such reports to the Board as he or she deems appropriate with respect to any particular matter and its resolution or the inability to resolve it. Absent a determination by the Ombudsman, in his or her sole discretion, that it would be inappropriate, such reports shall be posted on the Website.
     5. 5.The Ombudsman shall not take any actions not authorized in these Bylaws, and in particular shall not institute, join, or support in any way any legal actions challenging ICANN structure, procedures, processes, or any conduct by the ICANN Board, staff, or constituent bodies.
  2. **Section 5. ANNUAL REPORT**

The Office of Ombudsman shall publish on an annual basis a consolidated analysis of the year’s complaints and resolutions, appropriately dealing with confidentiality obligations and concerns. Such annual report should include a description of any trends or common elements of complaints received during the period in question, as well as recommendations for steps that could be taken to minimize future complaints. The annual report shall be posted on the Website.

1. **Empowered Community**
   1. **COMPOSITION AND ORGANIZATION OF THE EMPOWERED COMMUNITY**
      1. The Empowered Community (“**EC**”) shall be a nonprofit association formed under the laws of the State of California consisting of the ASO, the ccNSO, the GNSO, the ALAC and the GAC (each a “**Decisional Participant**” or “associate,” and collectively, the “**Decisional Participants**”).
      2. These Bylaws shall be considered the “governing document” (as defined in Section 18008 of the CCC) of the EC and the terms contained herein relating to the EC shall be the EC’s “governing principles” (as defined in Section 18010 of the CCC), which may only be amended as set forth in ‎Section 25.2. Where necessary for purposes of interpretation of these Bylaws, an “associate” shall be deemed to be a “member” of the EC as defined in Section 18015 of the CCC. Any change in the number and/or identity of Decisional Participants for any reason (including the resignation of any Decisional Participant or the addition of new Decisional Participants as a result of the creations of additional Supporting Organizations or Advisory Committees), and any corresponding changes in the voting thresholds for exercise of the EC’s rights described in Annex D of these Bylaws, will only be effective following the completion of the process for amending Fundamental Bylaws described in Section 25.2 and Annex D. The EC may not be dissolved except upon the completion of the process for amending Fundamental Bylaws described in Section 25.2 and Annex D.
      3. The sole purpose of the EC is to exercise its rights and perform its obligations under these Bylaws, and the EC shall only take actions in accordance with these Bylaws. The EC shall have no other powers or rights except as expressly provided in these Bylaws and shall not take any actions except in accordance with these Bylaws, and any act not taken in accordance with these Bylaws shall be void ab initionot be effective.
      4. The EC shall not acquire, hold, manage, encumber or transfer any interest in real or personal property, nor have any directors, officers or employees. The EC shall not merge with or into another entity nor shall it dissolve, except with the approval of the Board and as part of a Fundamental Bylaw Amendment.
      5. Decisional Participants shall not transfer their right to be an associate of the EC. Any attempted transfer by any Decisional Participant of its right to be an associate of the EC shall be void ab initio.
      6. The location and street address of the EC shall be the principal office of ICANN.
      7. Each Decisional Participant shall, except as otherwise provided in Annex D, adopt procedures for exercising the rights of such Decisional Participant pursuant to the procedures set forth in Annex D, including (i) who can submit a petition to such Decisional Participant, (ii) the process for an individual to submit a petition to such Decisional Participant, including whether a petition must be accompanied by a rationale, (iii) how the Decisional Participant determines whether to accept or reject a petition, (iv) how the Decisional Participant determines whether an issue subject to a petition has been resolved, (v) how the Decisional Participant determines whether to support or object to actions supported by another Decisional Participant, and (vi) the process for the Decisional Participant to notify its constituents of relevant matters.
   2. **ACKNOWLEDGMENTS** 
      1. ICANN acknowledges the EC’s legal personhood and shall not raise the EC’s legal personhood as a defense in any proceeding between ICANN and the EC.
      2. By nominating a Director for designation by the EC or exercising the community mechanism contained in the Annex D with respect to any rights granted to the EC pursuant to these Bylaws, the EC and its Decisional Participants shall be deemed to have agreed and consented to the terms of these Bylaws and the EC and each Decisional Participant intend to be legally bound hereby.
   3. **EC Chairs Council**
      1. The Decisional Participants shall act through their respective chairs or such other persons as may be designated by the Decisional Participants (the “**EC Chairs Council**”). Each Decisional Participant shall deliver annually a written certification from its chair or co-chairs to the Secretary designating the individual who shall represent the Decisional Participant on the EC Chairs Council.
      2. All communications and notices provided under these Bylaws by a Decisional Participant shall be provided by the Decisional Participant’s representative on the EC Chairs Council, who shall act solely as directed by the Decisional Participant in accordance with processes developed by such Decisional Participant in accordance with Section 6.1(g) of these Bylaws. All communications and notices provided under these Bylaws by the EC or the EC Chairs Council shall be provided by one of the individuals serving on the EC Chairs Council, who shall act solely as directed by the EC Chairs Council in accordance with processes developed by the EC Chairs Council.  Unless otherwise required by a particular Bylaws provision, such communications or notices shall be provided to the Secretary (or other party required under these Bylaws), and to the Decisional Participants, with a copy to the Secretary for posting on the Website. The Secretary shall be entitled to rely on such notices as evidence that the actions set forth therein have been approved pursuant to and in compliance with the requirements of these Bylaws (including Annex D).
      3. No person participating in the EC or a Decisional Participant shall be liable for any debt, obligation or liability of ICANN or the EC, other than in the case of a fraudulent act committed by such person.
2. **Article VI** **BOARD OF DIRECTORS**
   1. **Section 1. COMPOSITION OF THE BOARD**

The ICANN Board of Directors (“**Board**”) shall consist of sixteen voting directors (“**Directors**”). In addition, four non-voting liaisons (“**Liaisons**”) shall be appointed for the purposes set forth in Section 7.9. Only Directors shall be included in determining the existence of quorums, and in establishing the validity of votes taken by the Board.

* 1. **Section 2. DIRECTORS AND THEIR SELECTION; ELECTION OF CHAIRMAN AND VICE-CHAIRMAN**

1. The Directors shall consist of:

* + 1. As of the effective date of these Amended and Restated Bylaws, the EC shall be the sole designator of ICANN and shall designate, within the meaning of Section 5220 of the CCC, all Directors except for the President ex officio. The EC shall notify promptly the Secretary in writing of the following designations:
       1. a.Eight Directors nominated by the Nominating Committee to be designated as Directors by the EC. These seats on the Board are referred to in these Bylaws as Seats 1 through 8.
       2. b.Two Directors nominated by the ASO to be designated as Directors by the EC. These seats on the Board are referred to in these Bylaws as Seat 9 and Seat 10.
       3. c.Two Directors nominated by the ccNSO to be designated as Directors by the EC. These seats on the Board are referred to in these Bylaws as Seat 11 and Seat 12.
       4. d.Two Directors nominated by the GNSO to be designated as Directors by the EC. These seats on the Board are referred to in these Bylaws as Seat 13 and Seat 14.
       5. e.One Director nominated by the At-Large Community to be designated as Directors by the EC. This seat on the Board is referred to in these Bylaws as Seat 15.

In addition to the Directors designated by the EC, the President shall serve ex officio as a Director. The seat held by the President on the Board is referred to in these Bylaws as Seat 16.

* + 1. 2. In carrying out its responsibilities to nominate the Directors for Seats 1 through 8 for designation by the EC, the Nominating Committee shall ensure that the Board is composed of Directors who, in the aggregate, display diversity in geography, culture, skills, experience, and perspective, by applying the criteria set forth in Section 7.3, Section 7.4 and Section 7.5. At no time when it makes its nomination shall the Nominating Committee nominate a Director to fill any vacancy or expired term whose designation would cause the total number of Directors (not including the President) from countries in any one Geographic Region (as defined in Section 7.5) to exceed five; and the Nominating Committee shall ensure when it makes its nominations that the Board includes at least one Director who is from a country in each ICANN Geographic Region (“**Diversity Calculation**”). For purposes of this Section 7.2(b) or or Section 7.2(b), a person can only have one Domicile,
    2. 3. In carrying out their responsibilities to nominate Directors for Seats 9 through 15 for designation by the EC, the Supporting Organizations and the At-Large Community shall seek to ensure that the Board is composed of Directors who, in the aggregate, display diversity in geography, culture, skills, experience, and perspective, by applying the criteria set forth in Section 7.3, Section 7.4 and Section 7.5. The Supporting Organizations shall ensure that, at any given time, no two Directors nominated by a Supporting Organization are citizens from the same country or of countries located in the same Geographic Region. For purposes of this Section 7.2(c)or Domicile of more than one country or or , as applicable, to use for nomination Section 7.2(c), a person can only have one Domicile,
    3. 4. The Board shall annually elect a Chairman and a Vice-Chairman from among the Directors, not to include the President.
    4. The EC shall designate each person nominated as a Director by the Nominating Committee, the ASO, the ccNSO, the GNSO and the At-Large Community in accordance with this Section 7.2.
    5. As a condition to sitting on the Board, each Director other than the President ex officio shall sign a pre-service letter pursuant to which such Director:
       1. acknowledges and agrees to the EC’s right to remove the Director at any time and for any reason following the processes set forth in these Bylaws;
       2. acknowledges and agrees that serving as a Director shall not establish any employment or other relationship (whether to ICANN, the EC, any body entitled to nominate a Director of ICANN, or any of their agents) that provides any due process rights related to termination of service as a Director ICANN; and
       3. conditionally and irrevocably resigns as a Director automatically effective upon a final determination of removal following the processes set forth in these Bylaws upon communication of such decision to the Director or to the Board.
  1. **Section 3. CRITERIA FOR SELECTION CRITERIA FOR NOMINATION OF DIRECTORS**

ICANN Directors shall be:

* + 1. 1.Accomplished persons of integrity, objectivity, and intelligence, with reputations for sound judgment and open minds, and a demonstrated capacity for thoughtful group decision-making;
    2. 2.Persons with an understanding of ICANN’s Mission and the potential impact of ICANN decisions on the global Internet community, and committed to the success of ICANN;
    3. 3.Persons who will produce the broadest cultural and geographic diversity on the Board consistent with meeting the other criteria set forth in this Section 7.3;
    4. 4.Persons who, in the aggregate, have personal familiarity with the operation of gTLD registries and registrars; with ccTLD registries; with IP address registries; with Internet technical standards and protocols; with policy-development procedures, legal traditions, and the public interest; and with the broad range of business, individual, academic, and non-commercial users of the Internet; and
    5. 5.Persons who are able to work and communicate in written and spoken English.
  1. **Section 4.** **ADDITIONAL QUALIFICATIONS**
     1. 1.Notwithstanding anything herein to the contrary, no official of a national government or a multinational entity established by treaty or other agreement between national governments may serve as a Director. As used herein, the term “official” means a person (i) who holds an elective governmental office or (ii) who is employed by such government or multinational entity and whose primary function with such government or entity is to develop or influence governmental or public policies.
     2. 2.No person who serves in any capacity (including as a liaison) on any Supporting Organization Council shall simultaneously serve as a Director or Liaison to the Board. If such a person is identified by, or presents themselves to, the Supporting Organization Council or the At-Large Community for consideration for nomination to serve as a Director, the person shall not thereafter participate in any discussion of, or vote by, the Supporting Organization Council or the committee designated by the At-Large Community relating to the nomination of Directors by the Council or Community, until the Council or committee(s) specified by the At-Large Community has nominated the full complement of Directors it is responsible for nominating. In the event that a person serving in any capacity on a Supporting Organization Council is considered for nomination to serve as a Director, the constituency group or other group or entity that selected the person may select a replacement for purposes of the Council’s nomination process. In the event that a person serving in any capacity on the At-Large Advisory Committee is identified as or accepts a nomination to be considered for nomination by the At-Large Community as a Director, the Regional At-Large Organization or other group or entity that selected the person may select a replacement for purposes of the Community’s nomination process.
     3. 3.Persons serving in any capacity on the Nominating Committee shall be ineligible for nomination or designation to positions on the Board as provided by ‎Section 8.8.
     4. No person who serves on the EC Chairs Council while serving in that capacity shall be considered for nomination or designated to the Board, nor serve simultaneously on the EC Chairs Council and as a Director or Liaison to the Board.
  2. **Section 5.** **INTERNATIONAL REPRESENTATION**

In order to ensure broad international representation on the Board, the nomination of Directors by the Nominating Committee, each Supporting Organization and the At-Large Community shall comply with all applicable diversity provisions of these Bylaws or of any memorandum of understanding referred to in these Bylaws concerning the Supporting Organization. One intent of these diversity provisions is to ensure that at all times each Geographic Region shall have at least one Director, and at all times no region shall have more than five Directors on the Board (not including the President). As used in these Bylaws, each of the following is considered to be a “**Geographic Region**”: (a) Europe; (b) Asia/Australia/Pacific; (c) Latin America/Caribbean islands; (d) Africa; and (e) North America. The specific countries included in each Geographic Region shall be determined by the Board, and this ‎Section 7.5 shall be reviewed by the Board from time to time (and in any event at least once every three years) to determine whether any change is appropriate, taking account of the evolution of the Internet.

* 1. **Section 6. DIRECTORS’ CONFLICTS OF INTEREST**

The Board, through the Board Governance Committee, shall require a statement from each Director not less frequently than once a year setting forth all business and other affiliations that relate in any way to the business and other affiliations of ICANN. Each Director shall be responsible for disclosing to ICANN any matter that could reasonably be considered to make such Director an “interested director” within the meaning of Section 5233 of the CCC. In addition, each Director shall disclose to ICANN any relationship or other factor that could reasonably be considered to cause the Director to be considered to be an “interested person” within the meaning of Section 5227 of the CCC. The Board shall adopt policies specifically addressing Director, Officer, EC and Supporting Organization conflicts of interest. No Director shall vote on any matter in which he or she has a material and direct financial interest that would be affected by the outcome of the vote.

* 1. **Section 7. DUTIES OF DIRECTORS**

Directors shall serve as individuals who have the duty to act in what they reasonably believe are the best interests of ICANN and not as representatives of the EC, the Nominating Committee, Supporting Organization or Advisory Committee that nominated them, as applicable, their employers, or any other organizations or constituencies.

* 1. **Section 8. TERMS OF DIRECTORS**
     1. 1.The regular term of office of Director Seats 1 through 15 shall begin as follows:
        1. a.The regular terms of Seats 1 through 3 shall begin at the conclusion of each ICANN annual meeting every third year after 2003;
        2. b.The regular terms of Seats 4 through 6 shall begin at the conclusion of each ICANN annual meeting every third year after 2004;
        3. c.The regular terms of Seats 7 and 8 shall begin at the conclusion of each ICANN annual meeting every third year after 2005;
        4. d.The terms of Seats 9 and 12 shall begin at the conclusion of each ICANN annual meeting every third year after 2015;
        5. e.The terms of Seats 10 and 13 shall begin at the conclusion of each ICANN annual meeting every third year after 2013; and
        6. f.The terms of Seats 11, 14 and 15 shall begin at the conclusion of each ICANN annual meeting every third year after 2014.
     2. Each Director holding any of Seats 1 through 15, including a Director nominated and designated to fill a vacancy, shall hold office for a term that lasts until the next term for that Seat commences and until a successor has been designated and qualified or until that Director resigns or is removed in accordance with these Bylaws. For the avoidance of doubt, the new governance provisions effective as of the amendment and restatement of these Bylaws on [October 1, 2016] shall not have the effect of shortening or terminating the terms of any Directors serving at the time of the amendment and restatement.
     3. 3.At least two months before the commencement of each annual meeting, the Nominating Committee shall give the EC Chairs Council (with a copy to the Decisional Participants and Secretary) written notice of its nomination of Directors for seats with terms beginning at the conclusion of the annual meeting, and the EC Chairs Council shall promptly provide the Secretary (with a copy to the Decisional Participants) with written notice of the designation of those Directors. All such notices shall be posted promptly to the Website.
     4. 4.At least six months before the date specified for the commencement of the term as specified in Section 7.8(a)(iv) through Section 7.8(a)(vi) above, any Supporting Organization or the At-Large Community entitled to nominate a Director for a Seat with a term beginning that year shall give the EC Chairs Council (with a copy to the Secretary and the Decisional Participants) written notice of its nomination of Directors for seats with terms beginning at the conclusion of the annual meeting, and the EC Chairs Council shall promptly provide the Secretary (with a copy to the Decisional Participants) with written notice of the designation of those Directors. All such notices shall be posted promptly to the Website.
     5. 5.No Director may serve more than three consecutive terms. For these purposes, a person designated to fill a vacancy in a term shall not be deemed to have served that term.
     6. 6.The term as Director of the person holding the office of President shall be for as long as, and only for as long as, such person holds the office of President.
  2. **Section 9.** **NON-VOTING LIAISONS**
     1. 1.The non-voting Liaisons shall include:
        1. a.One appointed by the Governmental Advisory Committee;
        2. b.One appointed by the Root Server System Advisory Committee established by ‎Section 12.2(c)(i);
        3. c.One appointed by the Security and Stability Advisory Committee established by ‎Section 12.2(b)(i); and
        4. d.One appointed by the Internet Engineering Task Force.
     2. 2.The Liaisons shall serve terms that begin at the conclusion of each annual meeting. At least one month before the commencement of each annual meeting, each body entitled to appoint a Liaison shall give the Secretary written notice of its appointment.
     3. 3.Each Liaison may be reappointed, and shall remain in that position until a successor has been appointed or until the Liaison resigns or is removed in accordance with these Bylaws.
     4. 4.The Liaisons shall be entitled to attend Board meetings, participate in Board discussions and deliberations, and have access (under conditions established by the Board) to materials provided to Directors for use in Board discussions, deliberations and meetings, but shall otherwise not have any of the rights and privileges of Directors. Liaisons shall be entitled (under conditions established by the Board) to use any materials provided to them pursuant to this ‎Section 7.9(d) for the purpose of consulting with their respective committee or organization.
  3. **Section 10. RESIGNATION OF A DIRECTOR OR NON-VOTING LIAISON**

Subject to Section 5226 of the CCC, any Director or Liaison may resign at any time by giving written notice thereof to the Chair of the Board, the President, the Secretary, or the Board of Directors. Such resignation shall take effect at the time specified, and, unless otherwise specified, the acceptance of such resignation shall not be necessary to make it effective.

* 1. **Section 11. REMOVAL OF A DIRECTOR OR NON-VOTING LIAISON**
     1. Directors
        1. Any Director designated by the EC may be removed without cause (A) by the EC pursuant to and in compliance with procedures in Section 3.1 or Section 3.2 of Annex D, as applicable, or (B) (A) ; and (B) such removal pursuant to this Section 7.11(a)(i)(B) shall not be effective until the EC consents to such removal. The Board may remove any Director who , convicted of a felony, or been found by a final order or judgment of a court to have breached any duty under Sections 5230 through 5239 of the CCC, and in the case of such removal, the Secretary shall promptly notify the EC Chairs Council in writing, with a copy to the body that nominated such Director, and shall promptly post such notification to the Website. The vacancies created by such removal shall be filled in accordance with Section 7.12(a).
        2. All Directors (other than the President) may be removed at the same time by the EC by delivering an EC Board Recall Notice to the Secretary pursuant to and in compliance with Section 3.3 of Annex D. The vacancies created by such removal shall be filled by the EC in accordance with Section 7.12(b).
     2. 2.With the exception of the Liaison appointed by the Governmental Advisory Committee, any Liaison may be removed following notice to that Liaison and to the organization which selected that Liaison, by a three-fourths (3/4) majority vote of all Directors if the selecting organization fails to promptly remove that Liaison following such notice. The vacancies created by such removal shall be filled in accordance with Section 7.12. The Board may request the Governmental Advisory Committee to consider the replacement of the Governmental Advisory Committee Liaison if the Board, by a three-fourths (3/4) majority vote of all Directors, determines that such an action is appropriate.
  2. **Section 12.** **VACANCIES**
     1. This Section 7.12(a) shall apply to Board vacancies other than those occurring by recall of all Directors (other than the President). A vacancy or vacancies in the Board shall be deemed to exist in the case of the death, resignation, or removal of any Director or Interim Director, or if the authorized number of Directors is increased. Any vacancy occurring on the Board shall be filled in the same manner as these Bylaws prescribe for designation (or in the case of the President, election) to that seat. A Director designated by the EC to fill a vacancy on the Board shall serve for the unexpired term of his or her predecessor in office and until a successor has been designated and qualified. No reduction of the authorized number of Directors shall have the effect of removing a Director prior to the expiration of the Director’s term of office
     2. This Section 7.12(b) shall apply to Board vacancies occurring when all Directors (other than the President) are recalled as provided by Section 7.11(a)(ii). Within five days following the date such Directors are removed, the EC Chairs Council shall provide written notice of the EC’s designation of individuals to fill such vacancies (each such individual, an **“Interim Director**”) to the Decisional Participants and to the Secretary, who shall cause such notice to be promptly posted to the Website. An Interim Director must meet the criteria specified in Section 7.3, Section 7.4 and Section 7.5, as applicable. An Interim Director shall hold office until the EC designates the Interim Director’s successor in accordance with Section 7.12(a), which designation shall occur within 120 days of the Interim Director’s designation. For avoidance of doubt, persons designated as Interim Directors may be eligible for designation as Directors as well.
     3. The organizations selecting the Liaisons identified in Section 7.9 are responsible for determining the existence of, and filling, any vacancies in those positions. Such organizations shall give the Secretary written notice of their appointments to fill any such vacancies, subject to the requirements set forth in Section 7.4, as applicable.
  3. **Section 13. ANNUAL MEETINGS**

Annual meetings of ICANN shall be held for the purpose of electing Officers and for the transaction of such other business as may come before the meeting. Each annual meeting for ICANN shall be held at the principal office of ICANN, or any other appropriate place of the Board’s time and choosing, provided such annual meeting is held within 14 months of the immediately preceding annual meeting. If the Board determines that it is practical, the annual meeting should be distributed in real-time and archived video and audio formats on the Internet.

* 1. **Section 14. REGULAR MEETINGS**

Regular meetings of the Board shall be held on dates to be determined by the Board. In the absence of other designation, regular meetings shall be held at the principal office of ICANN.

* 1. **Section 15. SPECIAL MEETINGS**

Directors, by the Chairman of the Board or the President. A call for a special meeting shall be made by the Secretary. Special meetings shall be held at the principal office of ICANN unless otherwise specified in the notice of the meeting.

* 1. **Section 16. NOTICE OF MEETINGS**

Notice of time and place of all meetings shall be delivered personally or by telephone or by electronic mail to each Director and Liaison, or sent by first-class mail (air mail for addresses outside the United States) or facsimile, charges prepaid, addressed to each Director and Liaison at the Director’s or Liaison’s address as it is shown on the records of ICANN. In case the notice is mailed, it shall be deposited in the United States mail at least fourteen (14) days before the time of the holding of the meeting. In case the notice is delivered personally or by telephone or facsimile or electronic mail it shall be delivered personally or by telephone or facsimile or electronic mail at least forty-eight (48) hours before the time of the holding of the meeting. Notwithstanding anything in this ‎Section 7.16 to the contrary, notice of a meeting need not be given to any Director or Liaison who signed a waiver of notice or a Director who signed a written consent to holding the meeting or an approval of the minutes thereof, whether before or after the meeting, or who attends the meeting without protesting, prior thereto or at its commencement, the lack of notice to such Director. All such waivers, consents and approvals shall be filed with the corporate records or made a part of the minutes of the meetings.

* 1. **Section 17. QUORUM**

At all annual, regular, and special meetings of the Board, a majority of the total number of Directors then in office shall constitute a quorum for the transaction of business, and the act of a majority of the Directors present at any meeting at which there is a quorum shall be the act of the Board, unless otherwise provided herein or by law. If a quorum shall not be present at any meeting of the Board, the Directors present thereat may adjourn the meeting from time to time to another place, time or date. If the meeting is adjourned for more than twenty-four (24) hours, notice shall be given to those Directors not at the meeting at the time of the adjournment.

* 1. **Section 18. ACTION ACTIONs BY TELEPHONE MEETING OR BY OTHER COMMUNICATIONS EQUIPMENT**

Members of the Board or any Committee of the Board Directors and Liaisons may participate in a meeting of the Board or Board Committee (as defined in ‎Section 14.1) through use of (a) conference telephone or similar communications equipment, provided that all Directors participating in such a meeting can speak to and hear one another or (b) electronic video screen communication or other communication equipment; provided that (i) all Directors participating in such a meeting can speak to and hear one another, (ii) all Directors are provided the means of fully participating in all matters before the Board or Board Committee, and (iii) ICANN adopts and implements means of verifying that (A) a person participating in such a meeting is a Director or other person entitled to participate in the meeting and (B) all actions of, or votes by, the Board or Board Committee are taken or cast only by Directors and not persons who are not Directors. Participation in a meeting pursuant to this ‎Section 7.18 constitutes presence in person at such meeting. ICANN shall make available at the place of any meeting of the Board the telecommunications equipment necessary to permit Directors and Liaisons to participate by telephone.

* 1. **Section 19. ACTION WITHOUT MEETING**

Any action required or permitted to be taken by the Board or a Committee of the Board may be taken without a meeting if all of the Directors entitled to vote thereat shall individually or collectively consent in writing to such action. Such written consent shall have the same force and effect as the unanimous vote of such Directors. Such written consent or consents shall be filed with the minutes of the proceedings of the Board.

* 1. **Section 20. ELECTRONIC MAIL**

If permitted by applicable law, communication by electronic mail shall be considered equivalent to any communication otherwise required to be in writing. ICANN shall take such steps as it deems appropriate under the circumstances to assure itself that communications by electronic mail are authentic.

* 1. **Section 21. BOARD RIGHTS OF INSPECTION**
     1. Every Director shall have the right at any reasonable time to inspect and copy all books, records and documents of every kind, and to inspect the physical properties of ICANN.
     2. ICANN shall establish reasonable procedures to protect against the inappropriate disclosure of confidential information.
  2. **Section 22. COMPENSATION**
     1. 1.Except for the President of ICANN, who serves ex officio as a Director, each of the Directors shall be entitled to receive compensation for his/her services as a Director. The President shall receive only his/her compensation for service as President and shall not receive additional compensation for service as a Director.
     2. 2.If the Board determines to offer a compensation arrangement to one or more Directors (other than the President) for services to ICANN as Directors, the Board shall follow the process that is calculated to pay an amount for service as a Director that is not an excess benefit under the standards set forth in Section 4958 of the Internal Revenue Code of 1986, as amended (the “**Code**”).
     3. 3.As part of the process, the Board shall retain an Independent Valuation Expert to consult with and to advise the Board regarding Director compensation arrangements and to issue to the Board a Reasoned Written Opinion from such expert regarding the ranges of Reasonable Compensation for any such services by a Director. The expert’s opinion shall address all relevant factors affecting the level of compensation to be paid a Director, including offices held on the Board, attendance at Board and Board Committee meetings, the nature of service on the Board and on Board Committees, and appropriate data as to comparability regarding director compensation arrangements for U.S.-based, nonprofit, tax-exempt organizations possessing a global employee base.
     4. 4.After having reviewed the expert’s written opinion, the Board shall meet with the expert to discuss the expert’s opinion and to ask questions of the expert regarding the expert’s opinion, the comparability data obtained and relied upon, and the conclusions reached by the expert.
     5. 5.The Board shall adequately document the basis for any determination the Board makes regarding a Director compensation arrangement concurrently with making that determination.
     6. In addition to authorizing payment of compensation for services as Directors as set forth in this ‎Section 7.22, the Board may also authorize the reimbursement of actual and necessary reasonable expenses incurred by any Director and by Liaisons performing their duties as Directors or Liaisons.
     7. 7.As used in this ‎Section 7.22, the following terms shall have the following meanings:
        1. a.An “**Independent Valuation Expert**” means a person retained by ICANN to value compensation arrangements that: (A) holds itself out to the public as a compensation consultant; (B) performs valuations regarding compensation arrangements on a regular basis, with a majority of its compensation consulting services performed for persons other than ICANN; (C) is qualified to make valuations of the type of services involved in any engagement by and for ICANN; (D) issues to ICANN a Reasoned Written Opinion regarding a particular compensation arrangement; and (E) includes in its Reasoned Written Opinion a certification that it meets the requirements set forth in (A) through (D) of this definition.
        2. b.A “**Reasoned Written Opinion**” means a written opinion of a valuation expert who meets the requirements of ‎Section 7.22(g)(i)(A) through (D). To be reasoned, the opinion must be based upon a full disclosure by ICANN to the valuation expert of the factual situation regarding the compensation arrangement that is the subject of the opinion, the opinion must articulate the applicable valuation standards relevant in valuing such compensation arrangement, and the opinion must apply those standards to such compensation arrangement, and the opinion must arrive at a conclusion regarding the whether the compensation arrangement is within the range of Reasonable Compensation for the services covered by the arrangement. A written opinion is reasoned even though it reaches a conclusion that is subsequently determined to be incorrect so long as the opinion addresses itself to the facts and the applicable standards. However, a written opinion is not reasoned if it does nothing more than recite the facts and express a conclusion.
        3. “**Reasonable Compensation**” shall have the meaning set forth in §53.4958-4(b)(1)(ii) of the Regulations issued under §4958 of the Code.
     8. 8.Each of the Liaisons, with the exception of the Governmental Advisory Committee Liaison, shall be entitled to receive compensation for his/her services as a Liaison. If the Board determines to offer a compensation arrangement to one or more Liaisons, the Board shall approve that arrangement by a required three-fourths (3/4) vote.
  3. **Section 23. PRESUMPTION OF ASSENT**

A Director present at a Board meeting at which action on any corporate matter is taken shall be presumed to have assented to the action taken unless his or her dissent or abstention is entered in the minutes of the meeting, or unless such Director files a written dissent or abstention to such action with the person acting as the secretary of the meeting before the adjournment thereof, or forwards such dissent or abstention by registered mail to the Secretary immediately after the adjournment of the meeting. Such right to dissent or abstain shall not apply to a Director who voted in favor of such action.

1. **Article VII** **NOMINATING COMMITTEE**
   1. **Section 1.** **DESCRIPTION**

There shall be a Nominating Committee of ICANN (“**Nominating Committee**”), responsible for nominating all Directors except the President and those Directors nominated by Decisional Participants; for nominating two directors of PTI (as described in Section 16, and in accordance with the articles of incorporation and bylaws of PTI); and for such other selections as are set forth in these Bylaws. Notification of the Nominating Committee’s Director nominations shall be given by the Nominating Committee Chair in writing to the EC Chairs Council, with a copy to the Secretary, and the EC shall promptly act on it as provided in Section 7.25. Notificaton of the Nominating Committee’s PTI director nomination sshall be given to the Secretary.

* 1. **COMPOSITION**

The Nominating Committee shall be composed of the following persons:

* + 1. 1.A non-voting Chair, appointed by the Board;
    2. 2.A non-voting Chair-Elect, appointed by the Board as a non-voting advisor;
    3. 3.A non-voting liaison appointed by the Root Server System Advisory Committee established by ‎Section 12.2(c);
    4. 4.A non-voting liaison appointed by the Security and Stability Advisory Committee established by ‎Section 12.2(b);
    5. 5.A non-voting liaison appointed by the Governmental Advisory Committee;
    6. Subject to the provisions of the Transition Article of these Bylaws, five Five voting delegates selected by the At-Large Advisory Committee established by ‎Section 12.2(d);
    7. 7.Voting delegates to the Nominating Committee shall be selected from the Generic Names Supporting Organization established by ‎Article 11, as follows:
       1. a.One delegate from the Registries Stakeholder Group;
       2. b.One delegate from the Registrars Stakeholder Group;
       3. c.Two delegates from the Business Constituency, one representing small business users and one representing large business users;
       4. d.One delegate from the Internet Service Providers Constituency;
       5. e.One delegate from the Intellectual Property Constituency; and
       6. f.One delegate from consumer and civil society groups, selected by the Non-Commercial Users Constituency.
    8. 8.One voting delegate each selected by the following entities:
       1. a.The Council of the Country Code Names Supporting Organization established by ‎Section 10.3;
       2. b.The Council of the Address Supporting Organization established by ‎Section 9.2; and
       3. c.The Internet Engineering Task Force.
    9. 9.A non-voting Associate Chair, who may be appointed by the Chair, at his or her sole discretion, to serve during all or part of the term of the Chair. The Associate Chair may not be a person who is otherwise a member of the same Nominating Committee. The Associate Chair shall assist the Chair in carrying out the duties of the Chair, but shall not serve, temporarily or otherwise, in the place of the Chair.
  1. **Section 3. TERMS**

Subject to the provisions of the

* + 1. 1.Each voting delegate shall serve a one-year term. A delegate may serve at most two successive one-year terms, after which at least two years must elapse before the individual is eligible to serve another term.
    2. 2.The regular term of each voting delegate shall begin at the conclusion of an ICANN annual meeting and shall end at the conclusion of the immediately following ICANN annual meeting.
    3. 3.Non-voting liaisons shall serve during the term designated by the entity that appoints them. The Chair, the Chair-Elect, and any Associate Chair shall serve as such until the conclusion of the next ICANN annual meeting.
    4. 4.It is anticipated that upon the conclusion of the term of the Chair-Elect, the Chair-Elect will be appointed by the Board to the position of Chair. However, the Board retains the discretion to appoint any other person to the position of Chair. At the time of appointing a Chair-Elect, if the Board determines that the person identified to serve as Chair shall be appointed as Chair for a successive term, the Chair-Elect position shall remain vacant for the term designated by the Board.
    5. 5.Vacancies in the positions of delegate, non-voting liaison, Chair or Chair-Elect shall be filled by the entity entitled to select the delegate, non-voting liaison, Chair or Chair-Elect involved. For any term that the Chair-Elect position is vacant pursuant to ‎Section 8.3(d), or until any other vacancy in the position of Chair-Elect can be filled, a non-voting advisor to the Chair may be appointed by the Board from among persons with prior service on the Board or a Nominating Committee, including the immediately previous Chair of the Nominating Committee. A vacancy in the position of Associate Chair may be filled by the Chair in accordance with the criteria established by ‎Section 8.2(i).
    6. 6.The existence of any vacancies shall not affect the obligation of the Nominating Committee to carry out the responsibilities assigned to it in these Bylaws.
  1. **Section 4.** **CRITERIA FOR SELECTION OF NOMINATING COMMITTEE DELEGATES**

Delegates to the ICANN Nominating Committee shall be:

* + 1. 1.Accomplished persons of integrity, objectivity, and intelligence, with reputations for sound judgment and open minds, and with experience and competence with collegial large group decision-making;
    2. 2.Persons with wide contacts, broad experience in the Internet community, and a commitment to the success of ICANN;
    3. 3.Persons whom the selecting body is confident will consult widely and accept input in carrying out their responsibilities;
    4. 4.Persons who are neutral and objective, without any fixed personal commitments to particular individuals, organizations, or commercial objectives in carrying out their Nominating Committee responsibilities;
    5. 5.Persons with an understanding of ICANN’s mission and the potential impact of ICANN’s activities on the broader Internet community who are willing to serve as volunteers, without compensation other than the reimbursement of certain expenses; and
    6. 6.Persons who are able to work and communicate in written and spoken English.
  1. **Section 5. DIVERSITY**

In carrying out its responsibilities to nominate Directors to fill Seats 1 through 8 (and selections to any other ICANN bodies as the Nominating Committee is responsible for under these Bylaws), the Nominating Committee shall take into account the continuing membership of the Board (and such other bodies), and seek to ensure that the persons it nominates to serve as Director and selects shall, to the extent feasible and consistent with the other criteria required to be applied by ‎Section 8.4, be guided by Section 1.2(b)(ii).

* 1. **ADMINISTRATIVE AND OPERATIONAL SUPPORT**

ICANN shall provide administrative and operational support necessary for the Nominating Committee to carry out its responsibilities.

* 1. **Section 7. PROCEDURES**

The Nominating Committee shall adopt such operating procedures as it deems necessary, which shall be published on the Website.

* 1. **Section 8. INELIGIBILITY FOR SELECTION BY NOMINATING COMMITTEE**

No person who serves on the Nominating Committee in any capacity shall be eligible for nomination by any means to any position on the Board or any other ICANN body having one or more membership positions that the Nominating Committee is responsible for filling, until the conclusion of an ICANN annual meeting that coincides with, or is after, the conclusion of that person’s service on the Nominating Committee.

* 1. **Section 9. INELIGIBILITY FOR SERVICE ON NOMINATING COMMITTEE**

No person who is an employee of or paid consultant to ICANN (including the Ombudsman) shall simultaneously serve in any of the Nominating Committee positions described in ‎Section 8.2.

1. **Article VIII** **ADDRESS SUPPORTING ORGANIZATION**
   1. **Section 1. DESCRIPTION**
      1. 1.The Address Supporting Organization (“**Address Supporting Organization**” or “**ASO**”) shall advise the Board with respect to policy issues relating to the operation, assignment, and management of Internet addresses.
      2. 2.The ASO shall be the entity established by the Memorandum of Understanding entered on 21 October 2004 between ICANN and the Number Resource Organization (“**NRO**”), an organization of the existing RIRs.
   2. **ADDRESS COUNCIL**
      1. 1.The ASO shall have an Address Council, consisting of the members of the NRO Number Council.

2.

The Address Council shall nominate individuals to fill seats 9 and 10 on the Board. Notificaton of the Address Council’s nominations shall be given by the Address Council in writing to the EC Chairs Council, with a copy to the Secretary, and the EC shall promptly act on it as provided in Section 7.25