

ICANN Cross Community Working Group

Proposed Key Terms of Representation

The proposed material terms regarding our representation are set forth below; please refer to our attached draft engagement letter for a complete description of the proposed terms of our representation.

Client

- The client will be the Internet Corporation for Assigned Names and Numbers (“ICANN” or the “Client”), which has instructed us to take direction from and provide advice and consultation to the Client Committee of the Cross Community Working Group on the IANA Stewardship Transition Proposal on Naming Related Functions (the “Client Committee” and “Working Group” respectively).
- The members of the Client Committee and Working Group are not, by virtue of this representation of ICANN, clients of the Firm, and this engagement is not intended and shall not be construed as creating an attorney-client relationship with any of the members of the Client Committee or the Cross Community Working Group or any member of any other ICANN committee.

Scope of Advice

- We will represent ICANN and as instructed by ICANN take direction from, provide advice to and consult with the Client Committee regarding governance and the development of structures and/or solutions for enhancing the accountability of the performance of the IANA functions relating to the IANA Stewardship Transition (the “Matter”).
- Please note that Sidley will not address issues that are specific to any individual member of any ICANN committee, working group or stakeholder group in this Matter. In addition, by undertaking representation of ICANN in this Matter, Sidley is not undertaking to advise ICANN generally as to other matters that may affect its interests unrelated to the Client Committee, Working Group and the IANA Stewardship Transition. Similarly our representation of ICANN and our advice to and consultation with the Client Committee and Working Group will not give rise to any conflict that would limit Sidley from representing another client adverse to ICANN in unrelated matters.

Fee Structure

- In light of the unique and significant public policy importance of this project, our fees will be based on a fifteen percent (15%) discount off of the billing rate for each attorney and paralegal (as well as any other relevant timekeeper) devoting time to this Matter. Our 2015 billing rates for attorneys in our United States offices currently range from \$425 to \$1,250 per hour.

- After an initial assessment of the time required to respond to the questions and issues raised by the Client Committee and the associated Working Group, which assessment period will be between four and six weeks, we will provide an estimate of the total cost of the responses to such advice and obtain approval by the Client Committee and ICANN before proceeding. As discussed, during the assessment period we will provide a weekly informational statement regarding the hours worked to help encourage accountability, efficiency and communication regarding the work scope and our fees.

Privilege

- ICANN, the Client Committee and the Working Group acknowledge that disclosing Sidley's legal advice to third parties, including through Internet posting of recordings and transcripts of oral advice or copies of written advice may be deemed to waive the attorney-client privilege otherwise associated with that advice.
- Because the attorney-client privilege belongs to the Client, the Client may decide whether to disclose the advice it receives from Sidley.
- Notwithstanding the foregoing, ICANN waives any and all privileges associated with this representation, to permit Sidley to transparently and openly provide its advice to the Client Committee and Working Group, for the benefit of the stakeholders and community.

Conflicts

- Sidley has numerous clients, and many of these clients rely upon us for general representation. Although we hope that it never happens, it is possible that an adverse relationship (including litigation) may develop in the future between ICANN and one of our other current or future clients. If we are not representing ICANN in that matter, and the matter in which ICANN and another client have adverse interests is not substantially related to our representation of ICANN in this Matter, ICANN agrees that we may represent the other client, waives any conflict arising from such representation, and agrees it will not seek to disqualify or otherwise seek to prevent us from representing such other client.