

ARTICLE 16~~ARTICLE XIV~~: POST-TRANSITION IANA ENTITY

Section 16.1~~Section 1~~: DESCRIPTION

ICANN shall maintain as a separate legal entity a California nonprofit public benefit corporation (~~“Post-Transition IANA Entity,”~~ or ~~“PTI”~~) for the purpose of providing IANA services⁴ ~~after the transition of oversight responsibilities from the U.S. Department of Commerce’s National Telecommunications and Information Administration (“NTIA”). PTI may also be referred to in these Bylaws as the “IANA Functions Operator” unless the context requires otherwise (for example, where IANA services are provided by a different entity than PTI). PTI shall be a membership corporation and, including providing IANA naming function services pursuant to the IANA Naming Function Contract (as defined in Section 16.3(a)), as well as other services as determined by ICANN in coordination with the global internet community.~~ ICANN shall at all times be ~~its~~the sole member of PTI as that term is defined in Section 5056 of the ~~California Corporations Code or any successor statute~~CCC (~~“Member”~~); ~~provided, however, that in the event a Separation Process approved in accordance with Article [●] of these Bylaws requires ICANN to take any action that is inconsistent with this provision, this requirement shall not apply to the extent of that inconsistency.~~ For the purposes of these Bylaws, the “IANA naming function” does not include the Internet Protocol numbers and Autonomous system numbers services (as contemplated by Section 1.1(a)(iii)), the protocol ports and parameters services (as contemplated by Section 1.1(a)(iv) and the root zone maintainer function (as contemplated by Section 1.1(d)(v)).

Section 16.2~~Section 2~~: PTI GOVERNANCE

(a) ICANN, in its capacity as the sole Member of PTI, shall elect the directors of PTI in accordance with the articles of incorporation and bylaws of PTI and have all other powers of a sole Member under the ~~California Corporations Code or any successor statute~~CCC except as otherwise provided, however, that in these Bylaws.

~~(a) the Empowered Community must approve any~~No amendment or modification of the articles of incorporation of PTI shall be effective

⁴ Deleted “naming” as the ICG Final Proposal contemplates that PTI will provide other IANA services.

unless approved by the EC (pursuant to the procedures applicable to ~~Fundamental Bylaw changes described in Article [●], Section [●] of these Bylaws,~~ and (b) ~~the Empowered Community must not have rejected any of the other actions described in this Article [XIV], Section 2 pursuant to the procedures described in Article [●], Section [●] of these Bylaws:~~

(b) 1. Articles Amendments described in Section 25.3, as if such Article Amendment referenced therein refers to an ~~Any~~ amendment or modification of theof PTI's articles of incorporation ~~or bylaws of PTI that would effect any of the following:).~~

(c) ICANN shall not amend or modify the bylaws of PTI in a manner that would effect any of the matters set forth in clauses (i) through (xiii) below (a "PTI Bylaw Amendment") if such PTI Bylaw Amendment has been rejected by the EC pursuant to the procedures described in Section 16.2(e):

(i) a- ~~any change to the corporate form of PTI to an entity that is not a California Nonprofit Public Benefit Corporation~~ nonprofit public benefit corporation organized under the ~~California Corporations Code~~ CCC or any successor statute;

(ii) b- any change in the corporate ~~purpose and mission and powers~~ of PTI that is materially inconsistent with ICANN's Mission as set forth in ~~the articles of incorporation or bylaws of PTI~~ these Bylaws;

(iii) e- any change to the status of PTI as a ~~membership organization~~ corporation with members;

(iv) d- any change in the rights of ICANN as the sole Member of PTI, including voting, classes of membership, rights, privileges, preferences, restrictions and conditions;

(v) e- any change that would grant ~~third parties~~ rights to any person or entity (other than ICANN) with respect to PTI as designators or otherwise to: ~~(ix)~~ (ix) elect or designate directors of PTI; or ~~(iiy)~~ (iiy) approve any amendments to the articles of incorporation or bylaws of PTI;

(vi) f- any change in the number of directors of the board of directors of PTI (the "**PTI Board**");

(vii) g- any changes in the allocation of directors on the PTI Board between independent directors and employees of ICANN or employees of PTI or ~~into~~ the definition of "independent" (as used in PTI's bylaws) for purposes of determining whether a director of PTI is independent;

(viii) ~~h.~~ the creation of any committee of the PTI Board with the power to exercise the authority of the PTI Board;

(ix) ~~i.~~ any change in the procedures for nominating independent PTI directors;

(x) ~~j.~~ the creation of classes of PTI directors or PTI directors with different terms or voting rights;

(xi) ~~k.~~ any change in PTI Board quorum requirements or voting requirements;

(xii) ~~l.~~ any change to the powers and responsibilities of the PTI Board or the PTI officers;

(xiii) ~~m.~~ any change to the rights to exculpation and indemnification that is adverse to the exculpated or indemnified party, including with respect to advancement of expenses and insurance, provided to directors, officers, employees or other agents of PTI; ~~and/or~~

(xiv) ~~n.~~ any change to the requirements to amend the articles of incorporation or bylaws of PTI.

(d) ICANN shall not take any of the following actions (together with the PTI Bylaw Amendments, "PTI Governance Actions") if such PTI Governance Action has been rejected by the EC pursuant to the procedures described in Section 16.2(e).

(i) ~~2.~~ Any resignation by ICANN as sole Member of PTI or any transfer, disposition, cession, expulsion, suspension or termination by ICANN of its membership in PTI or any transfer, disposition, cession, expulsion, suspension or termination by ICANN of any right arising from its membership in PTI; ~~provided, however, that in the event a Separation Process approved in accordance with Article [•] of these Bylaws requires ICANN to take any action that is inconsistent with this provision, this requirement shall not apply to the extent of that inconsistency.~~

(ii) ~~3.~~ Any sale, transfer or other disposition of ~~PTI~~PTI's assets, other than (A) in the ordinary course of PTI's business ~~or, (B)~~ in connection with a Separation Process that has been approved in accordance with Article [•] of these Bylaws ~~19~~ or (C) the disposition of obsolete, damaged, redundant or unused assets.

(iii) ~~4.~~ Any merger, consolidation, sale or reorganization of PTI.

(iv) 5. Any dissolution, liquidation or winding-up of the business and affairs of PTI or the commencement of any other voluntary bankruptcy proceeding ~~relating to~~of PTI.

(e) Promptly after the Board approves a PTI Governance Action (a “**PTI Governance Action Approval**”), the Secretary shall provide a Board Notice to the EC Chairs Council, which Board Notice shall enclose a copy of the PTI Governance Action that is the subject of the PTI Governance Action Approval. ICANN shall post the Board Notice on the Website promptly following the delivery of the Board Notice to the EC Chairs Council. The EC Chairs Council shall promptly notify the Decisional Participants and shall commence and comply with the procedures and requirements specified in Article 2 of Annex D.

(i) A PTI Governance Action shall become effective upon the earliest to occur of the following:

(A) A Rejection Action Petition Notice (as defined in Section 2.2(c)(i) of Annex D) is not timely delivered by the EC Chairs Council to the Secretary pursuant to and in compliance with Section 2.2(c) of Annex D, in which case the PTI Governance Action that is the subject of the PTI Governance Action Approval shall be in full force and effect as of the date immediately following the expiration of the Rejection Action Petition Period (as defined in Section 2.2(c)(i) of Annex D) relating to such PTI Governance Action Approval and the EC shall not thereafter challenge the effectiveness of such PTI Governance Action;

(B) A Rejection Action Supported Petition (as defined in Section 2.2(d)(i) of Annex D) is not timely delivered by the EC Chairs Council to the Secretary pursuant to and in compliance with Section 2.2(d) of Annex D, in which case the PTI Governance Action that is the subject of the PTI Governance Action Approval shall be in full force and effect as of the date immediately following the expiration of the Rejection Action Petition Support Period (as defined in Section 2.2(d)(i) of Annex D) relating to such PTI Governance Action Approval and the EC shall not thereafter challenge the effectiveness of such PTI Governance Action; and

(C) An EC Rejection Notice (as defined in Section 2.4(b) of Annex D) is not timely delivered by the EC Chairs Council to the Secretary pursuant to and in compliance with Section 2.4 of Annex D, in which case the PTI Governance Action that is the subject of the PTI Governance Action Approval shall be in full force and effect as of the date immediately following the expiration of the Rejection Action Decision Period (as defined in Section 2.4(a) of Annex D) relating to such PTI Governance Action Approval and the EC shall not

thereafter challenge the effectiveness of such PTI Governance Action.

(ii) A PTI Governance Action that has been rejected by the EC pursuant to and in compliance with Article 2 of Annex D shall have no force and effect, and shall be void ab initio.

(iii) Following receipt of an EC Rejection Notice relating to a PTI Governance Action, ICANN staff and the Board shall consider the explanation provided by the EC Chairs Council as to why the EC has chosen to reject the PTI Governance Action in determining whether or not to develop a new PTI Governance Action and the substance of such new PTI Governance Action, which shall be subject to the procedures of this Section 16.2.

Section 16.3. ~~Section 3. ICANN-PTI~~ IANA FUNCTIONS NAMING FUNCTION CONTRACT

(a) On or prior to 1 October 2016, ICANN shall enter into a contract with PTI for the performance of the IANA naming function (as it may be amended or modified, the “IANA Naming Function Contract”) and a related statement of work (the “IANA Naming Function SOW”). Except as to implement any modification, waiver or amendment to the IANA Naming Function Contract or IANA Naming Function SOW related to an IFR Recommendation or Special IFR Recommendation approved pursuant to Section 18.6 or an SCWG Recommendation approved pursuant to Section 19.4 (which, for the avoidance of doubt, shall not be subject to this Section 16.3(a)), ICANN shall not agree to modify, amend or waive any Material Terms (as defined below) of the IANA Naming Function Contract or the IANA Naming Function SOW if a majority of each of the ccNO and GNSO Councils reject the proposed modification, amendment or waiver. The following are the “Material Terms” of the IANA Naming Function Contract and IANA Naming Function SOW:

~~ICANN shall enter into a contract with PTI in the form [●]² (the “IANA Functions Contract”). The IANA Functions Contract shall provide for automatic renewal, subject to potential non-renewal by ICANN in connection with a Separation Process that has been approved in accordance with Article [●] of these Bylaws. No material modification, amendment or waiver of the IANA Functions Contract shall be effected if the Empowered Community has rejected such material modification, amendment or waiver pursuant to the procedures described in Article [●], Section [●] of these Bylaws. Any modification, amendment or waiver~~

² ~~CWG notes that the ICANN-PTI contract will be drafted as part of implementation.~~

of the IANA Functions Contract relating to any of the following matters shall be deemed material:

- (i) ~~1.~~ The parties to the IANA ~~Functions~~ Naming Function Contract ~~and IANA Naming Function SOW~~;
 - (ii) ~~2.~~ The initial term ~~and renewal provisions~~ of the IANA ~~Functions~~ Naming Function Contract and ~~the renewal provisions~~ IANA Naming Function SOW;
 - (iii) ~~3.~~ The manner in which the IANA ~~Functions~~ Naming Function Contract ~~or IANA Naming Function SOW~~ may be terminated ~~or enforced by ICANN or PTI~~;
 - (iv) The mechanisms that are available to enforce the IANA Naming Function Contract or IANA Naming Function SOW;
 - (v) ~~4.~~ The role and responsibilities of the CSC, escalation mechanisms and/or the ~~IANA Function Review~~ IFR;
 - (vi) ~~5.~~ The ~~requirement~~ IANA Naming Function Contract's provisions requiring that fees charged by PTI be based on direct costs and resources incurred by PTI;
 - (vii) ~~6.~~ The IANA Naming Function Contract's prohibition against subcontracting;
 - (viii) The availability of the Independent Review Process as a point of escalation for claims of PTI's failure to meet defined service level expectations; and
- ~~7.~~ The requirement that PTI be owned, operated, incorporated and organized under U.S. law, the requirement that the primary IANA functions be performed in the U.S., and the requirement that PTI have a U.S. physical address;
- ~~8.~~ The roles and responsibilities of PTI and the Root Zone Maintainer ("RZM") with respect to root zone management; and
- ~~9.~~ Audit The IANA Naming Function Contract's audit requirements.³
~~In the event any modification, waiver or amendment to the IANA Functions Contract or Statement of Work ("SOW") is recommended by the IANA Function Review Team ("IFRT") following an IFR pursuant to~~

³ List of matters to be refined based on ~~terms of the final IANA Functions Contract~~.

~~Article [IV] of these Bylaws, such modification, waiver or amendment shall be:~~

- ~~1. Subject to a public comment period that complies with the designated practice for public comment periods within ICANN;~~
- ~~2. Ratified by the vote of (a) a supermajority of the ccNSO (pursuant to the ccNSO's procedures or if such procedures do not define a supermajority, two-thirds (2/3) of the Council members) and (b) a GNSO Supermajority;⁴~~
- ~~3. Approved by the Board; and~~
- ~~4. Not rejected by the Empowered Community pursuant to the procedures described in Article [●], Section [●] of these Bylaws.~~

~~If such modification, waiver or amendment is ratified by the ccNSO and GNSO Councils, approved by the Board following a public comment period and not rejected by the Empowered Community, ICANN shall be obligated to amend the IANA Functions Contract or SOW as recommended by the IFRT.~~

~~ARTICLE XV: CUSTOMER STANDING COMMITTEE~~ ARTICLE 17 STANDING COMMITTEE

Section 17.1, ~~Section 1~~. DESCRIPTION

~~A ICANN shall establish a~~ Customer Standing Committee (“CSC”) ~~shall be established to perform the operational oversight previously performed by NTIA as it relates to the monitoring of~~ to monitor PTI's performance ~~of~~ under the IANA ~~naming functions~~ Naming Function Contract and IANA Naming Function SOW.

The mission of the CSC is to ensure continued satisfactory performance of the IANA naming ~~functions~~ function for the [direct] customers of the naming services. The [primary] customers of the naming services are top-level domain registry operators, but also include root server operators and other non-root zone functions. The CSC will achieve this mission through regular monitoring of the performance of the IANA naming ~~functions~~ function against ~~service level expectations~~ the IANA Naming Function Contract and IANA

~~⁴ CWG to confirm: Page 1 of the CWG response chart refers to supermajority voting of the relevant SO but page 11 of the response chart states that the CWG “has agreed to keep the current practices (i.e., simple majority voting) for both the GNSO and ccNSO.” As the proposal specifically contemplates a supermajority vote for such changes, the reference to “simple” majority on page 11 of the response chart appears to be an error — please confirm.~~

[Naming Function SOW](#) and through mechanisms to engage with PTI to remedy identified areas of concern.

The CSC is not authorized to initiate a change in PTI through a Special ~~IANA Function Review (“Special IFR”)~~, but may escalate a failure to correct an identified deficiency to the ccNSO and GNSO, which might then decide to take further action using consultation and escalation processes, which may include a Special IFR.

Section 17.2. ~~Section 2.~~ COMPOSITION, APPOINTMENT, TERM AND REMOVAL

~~1. The CSC shall be kept small and its representatives shall have direct experience and knowledge of IANA naming functions. The CSC shall consist of:~~

(a) The CSC shall consist of:

- (i) a. Two individuals representing gTLD registry operators appointed by the Registries Stakeholder Group;
- (ii) b. Two individuals representing ccTLD registry operators appointed by the ccNSO; and
- (iii) c. One liaison appointed by PTI, ~~;~~

each appointed in accordance with the rules and procedures of the appointing organization: provided that such representatives must have direct experience and knowledge of the IANA naming function

(b) 2. If so determined by the ccNSO and GNSO, the CSC may, but is not required to, include one additional member: ~~a TLD representative that is an individual representing top-level domain registry operators that are not considered a ccTLD or gTLD registry operator. A, who shall be appointed by the ccNSO and the GNSO. Such representative for a TLD registry operator that is not associated with a ccTLD or gTLD registry operator shall be required to submit a letter of support from its~~ the registry operator it represents.

(c) 3. Each of the following organizations may also appoint one liaison to the CSC in accordance with the rules and procedures of the appointing organization: (i) GNSO (~~non-registry~~ from the Registrars Stakeholder Group or the Non-Contracted Parties House), (ii) ALAC, (iii) either the NRO or ASO (as determined by the ASO), (iv) GAC, (v) RSSAC, (vi) SSAC and (vii) any other ~~SO or AC~~ Supporting Organization or Advisory Committee established under these Bylaws.

(d) 4. The GNSO and ccNSO shall approve the initial proposed members and liaisons of the CSC ~~shall be approved by the ccNSO and the GNSO~~, and

thereafter, the ccNSO and GNSO shall approve each annual slate of members and liaisons being recommended for a new term.

~~5. Liaisons to the CSC shall not be members of or entitled to vote on the CSC, but otherwise shall be entitled to participate on equal footing with members of the CSC.~~

~~6. The members of the CSC shall annually select a member to serve as the Chair of the CSC. Liaisons to the CSC are not eligible to serve as the Chair of the CSC. In selecting the Chair, CSC members shall take into consideration, among other things, whether the individual is a direct customer of the IANA naming functions.~~

~~7. The CSC shall select primary and secondary points of contact to facilitate formal lines of communication between the CSC and PTI.~~

~~(e) 8. The CSC members and liaisons shall select from among the CSC members who will serve as the CSC's liaison to the IFRT and any Separation Cross-Community Working Group ("SCWG"). In selecting the CSC's liaison to the IFRT and SCWG, the CSC shall give preference to a registry representative because technical expertise is anticipated to be valuable in the role.~~

~~(f) 9. Any CSC member or liaison may be removed and replaced at any time and for any reason or no reason by the organization that appointed such member or liaison.~~

~~(g) 10. In addition, the Chair of the CSC may recommend that a CSC member or liaison be removed by the organization that appointed such member or liaison, upon any of the following: (a) (i) for not attending without sufficient cause a minimum of nine CSC meetings in a one-year period (or at least 75% of all CSC meetings in a one-year period if less than nine meetings were held in such one-year period) or (ii) if such member or liaison has been absent for more than two consecutive meetings without sufficient cause; or (b) for grossly inappropriate behavior.~~

(h) A vacancy on the CSC shall be deemed to exist in the event of the death, resignation or removal of any CSC member or liaison. Vacancies shall be filled by the organization that appointed such CSC member or liaison. The appointing organization shall provide written notice to the Secretary of its appointment to fill a vacancy, with a notification copy to the Chair of the CSC. The ccNSO and GNSO shall thereafter approve the appointment of such member or liaison. The organization responsible for filling such vacancy shall use its reasonable efforts to fill such vacancy within one month after the occurrence of such vacancy.

Section 17.3~~Section 3.~~ **CSC CHARTER; PERIODIC REVIEW**

- (a) ~~1.~~ The CSC shall act in accordance with its charter (the “**CSC Charter**”).
- (b) ~~2.~~ The effectiveness of the CSC shall be reviewed two years after the first meeting of the CSC; and then every three years thereafter. The method of review will be determined by the ccNSO and GNSO and the findings of the review will be published on the Website.
- (c) ~~3.~~ The CSC Charter shall be reviewed by a committee of representatives from the ccNSO and the Registries Stakeholder Group selected by [such organization]. This review shall commence one year after the first meeting of the CSC. Thereafter, the CSC Charter shall be reviewed at the request of the CSC, ccNSO and/or GNSO, and may also be reviewed in connection with an IFR.
- (d) ~~4.~~ Amendments to the CSC Charter ~~must be~~ shall not be effective unless ratified by the vote of a simple majority of each of the ccNSO and GNSO Councils pursuant to each such organizations’ procedures.⁵ Prior to any action by ccNSO and GNSO, any recommended changes to the CSC Charter shall be subject to a public comment period that complies with the designated practice for public comment periods within ICANN. Notwithstanding the foregoing, to the extent any provision of an amendment to the CSC Charter conflicts with the terms of the Bylaws, the terms of the Bylaws shall control.

Section 17.4~~Section 4.~~ **ADMINISTRATIVE AND OPERATIONAL SUPPORT**

ICANN shall ~~direct PTI to~~ provide administrative and operational support necessary for the CSC to carry out its responsibilities, including providing and facilitating remote participation in all meetings of the CSC.

ARTICLE 18~~ARTICLE XVI: IANA~~ **PROBLEM RESOLUTION PROCESS** NAMING FUNCTION REVIEWS

- ~~1. ICANN shall establish and maintain an IANA Problem Resolution Process pursuant to which the CSC may seek remediation of persistent performance issues or systemic problems associated with the provision of services relating to the IANA naming functions that have been identified by the CSC.~~

⁵ ~~CWG notes that amendments to the CSC Charter require approval by a simple majority vote of the ccNSO and GNSO and that ICANN Board approval is not required for amendments to the CSC Charter proposed by the IFR or resulting from a CSC initiated review.~~

- ~~2. The IANA Problem Resolution Process shall be in accordance with the Remedial Action Plan that shall be set forth in [●].~~

Section 18.1.~~Section 6.~~ IANA NAMING FUNCTION ~~REVIEW~~REVIEW

~~1. IANA Function Review.~~ The Board, or an appropriate committee thereof, shall cause periodic and/or special reviews (each such review, an “IFR”) of ~~the PTL’s~~ performance of the IANA naming ~~functions~~function against the contractual requirements set forth in the IANA ~~Functions~~Naming Function Contract and the IANA Naming Function SOW to be carried out by an IFRT established in accordance with ~~[Section 6.9] of this Article IV~~18, as follows:

- (a) ~~a. Periodic~~Regularly scheduled periodic IFRs, to be conducted pursuant to ~~[Section 6.2]~~18.2 below (“Periodic IFRs”); and
- (b) ~~b. Special IFRs that are not Periodic~~ IFRs, to be conducted pursuant to ~~[Section 6.15]~~18.15 below (“Special IFRs”).

Section 18.2.~~2.~~ FREQUENCY OF PERIODIC IFRS:

- (a) ~~a.~~ The first periodic IFR shall ~~commence~~be convened no later than ~~the date that is the second anniversary of the completion of the transition of oversight responsibilities relating to the IANA services from the NTIA~~[1 October 2018].
- (b) ~~b.~~ Periodic IFRs after the first Periodic IFR shall be ~~conducted~~convened no less frequently than every five years. ~~Each five-year cycle shall be,~~ measured from the date the previous ~~periodic~~IFRT for a Periodic IFR team ~~was convened~~its first meeting.
- (c) ~~c.~~ If~~In the event~~ a Special IFR ~~has been initiated within [x days/months] of a periodic IFR, the commencement of the next periodic IFR may be delayed by up to [●], provided the Empowered Community has not rejected the proposed delay~~ is ongoing at the time a Periodic IFR is required to be convened under this Section 18.2, the Board shall cause the convening of the Periodic IFR to be delayed if such delay is approved by the vote of (i) a supermajority of the ccNSO Council (pursuant to the ccNSO’s procedures described in Article [●], Section [●] of these Bylaws, or, if such procedures do not define a supermajority, two-thirds (2/3) of the ccNSO Council’s members) and (ii) a GNSO Supermajority. Any decision by the ccNSO and GNSO to delay a Periodic IFR must identify the period of delay, which should generally not exceed 12 months.

Section 18.3.~~3.~~ IFR RESPONSIBILITIES:

~~The~~For each Periodic IFR ~~Shall,~~ the IFRT shall:

- (a) ~~a.~~ Review and evaluate the performance of PTI against the requirements set forth in the IANA ~~Functions~~Naming Function Contract in relation to the needs of its direct customers and the expectations of the broader ICANN community, and determine whether to make any recommendations with respect to PTI's performance;
- (b) ~~b.~~ Review and evaluate the performance of PTI against the requirements set forth in the IANA Naming Function Contract and IANA Naming Function SOW;
- (c) ~~c.~~ Review the IANA Naming Function SOW and determine whether to recommend any amendments to the IANA Naming Function Contract and IANA Naming Function SOW to account for the needs of ~~consumers of the IANA naming functions or the ICANN~~gTLD and ccTLD registry operators and the community at large;
- (d) ~~d.~~ Review and evaluate the openness and transparency procedures ~~for~~of PTI and any oversight structures for PTI's performance, including reporting requirements and budget transparency;
- (e) ~~e.~~ Review and evaluate the performance and effectiveness of the ~~Empowered Community~~⁶EC with respect to actions taken by the EC, if any, with pursuant to Section 16.2, Section 18.5, Section 18.6, Section 18.12, Section 19.1, Section 19.4, Section 22.4(b) and Annex D;
- (f) ~~f.~~ Review and evaluate the ~~relative~~ performance of the IANA naming ~~functions pre- and post-transition~~function according to established service level expectations during the IFR period being reviewed and compared to the immediately preceding Periodic IFR period;
- (g) ~~g.~~ Review and evaluate whether there are any systemic issues that are ~~or may be~~ impacting ~~IANA naming services~~PTI's performance under the IANA Naming Function Contract and IANA Naming Function SOW;
- (h) ~~h.~~ Initiate public comment periods and other processes for ~~broader~~ community input on ~~the~~PTI's performance of under the IANA ~~naming functions~~Naming Function Contract and IANA Naming Function SOW (such public comment periods shall comply with the designated practice for public comment periods within ICANN);

⁶ CWG notes that the "oversight bodies" are intended to reference "community oversight... the mechanisms being created in CCWG-Accountability that were not clearly visible at that time. The functions defined are ~~related to the Sole Designator powers in the CCWG-Accountability, some of which remain difficult to determine. But in any case, the answer is the structure being created for community oversight of ICANN and its functions.~~"

- (i) ~~i-~~ Consider input from the CSC and the community on ~~the~~ PTI's performance ~~of~~ under the IANA ~~naming functions~~ Naming Function Contract and IANA Naming Function SOW;
- (j) ~~j-~~ Identify process or other areas for improvement in the performance of the IANA naming ~~functions and the bodies and structures that are responsible for providing~~ function under the IANA Naming Function Contract and IANA Naming Function SOW and the performance of the CSC and the EC as it relates to oversight of PTI; and
- (k) ~~k-~~ Consider and assess any changes implemented since the ~~prior~~ immediately preceding IFR and their implications for the performance of PTI under the IANA naming functions. Naming Function Contract and IANA Naming Function SOW

Section 18.4.4. IFR REQUIRED INPUTS.

In conducting an IFR, the IFRT shall review and analyze the following information:

- (a) ~~a-~~ Reports provided by PTI ~~on a regular basis~~ pursuant to the IANA Naming Function Contract and/or IANA Naming Function SOW during the IFR period being reviewed. ~~These reports shall relate to, among other things as reasonably determined by the IFRT, monthly performance, delegation/redelegation, performance metrics, customer surveys, security audit processes, Root Zone Management audits, annual audits and conflict of interest enforcement and compliance;~~ any portion of which may be redacted (i) that reflects privileged advice from legal counsel; (ii) includes PTI or ICANN trade secrets; (iii) where disclosure to the IFRT would otherwise constitute a breach by PTI or ICANN of a binding contractual obligation or legal requirement to which PTI or ICANN is subject; or (iv) if disclosed would present a material risk of negative impact on the security, stability or resiliency of the DNS;
- (b) ~~b-~~ Reports provided by the CSC. ~~These reports shall relate to, among other things as reasonably determined by the IFRT, issues flagged in reviewing reports provided by PTI (including those listed in the immediately preceding provision), public transcripts and meeting minutes, information related to the effectiveness of any remediation efforts with PTI and annual evaluations of PTI performance;~~ in accordance with the CSC Charter during the IFR period being reviewed;
- (c) ~~c-~~ Community inputs through public consultation procedures as reasonably determined by the IFRT, including, among other things as reasonably determined by the IFRT, public comment periods, input provided at in-person sessions during ICANN meetings, responses to public surveys related to ~~PTI~~ PTI's performance under the IANA Naming Function Contract

and IANA Naming Function SOW, and public inputs during meetings of the IFRT;

- (d) ~~d.~~ Recommendations for technical, process and/or other improvements relating to the mandate of the IFR provided by the CSC or the community; and
- (e) ~~e.~~ Results of any site visit conducted by the IFRT, which shall be conducted in consultation with ICANN (i) upon reasonable notice, (ii) in a manner so as to not affect PTI's performance under the IANA Naming Function Contract or the IANA Naming Function SOW and (iii) pursuant to procedures and requirements reasonably developed by ICANN and reasonably acceptable to the IFRT. Any such site visit shall be limited to matters reasonably related to the IFRT's responsibilities pursuant to Section 18.3.

Section 18.5.5 ~~IFR RESULTS AND RECOMMENDATIONS~~:

- (a) ~~a.~~ The results of the IFR are not limited and could include a variety of recommendations or no recommendation; provided, however, that any recommendations must directly relate to the matters discussed in Section 18.2(c) and comply with this Section 18.6.
- (b) ~~b.~~ Any IFRT recommendations should identify improvements that are supported by data and associated analysis about existing deficiencies and how they could be addressed. [Each recommendation of the IFRT shall include proposed remedial procedures and describe how those procedures are expected to address such issues. The IFRT's report shall also propose timelines for implementing the IFRT's recommendations. The IFRT shall attempt to prioritize each of its recommendations and provide a rationale for such prioritization.]
- (c) ~~c.~~ In any case where a recommendation of an IFRT focuses on a service specific to ~~gTLDs or to ccTLDs, or where the processes are different between the two, the final recommendation should not be decided in the face of~~ gTLD registry operators, no such recommendation shall be made by the IFRT in any report to the community (including any report to the Board) if opposition to such recommendation is expressed by any IFRT member of the relevant community. Solely gTLD issues must not be decided in the face of appointed by the Registries Stakeholder Group. In any case where a recommendation of an IFRT focuses on a service specific to ccTLD registry operators, no such recommendation shall be made by the IFRT in any report to the community (including any report to the Board) if opposition to such recommendation is expressed by any GNSO member of the IFRT and solely ccTLD issues (or issues which are handled differently for

~~ccTLDs) must not be decided in the face of opposition expressed by any ccTLD member of the IFRT. IFRT member appointed by the ccNSO~~

~~(d) d.~~ Notwithstanding anything herein to the contrary, the IFR shall not have the authority to review or make recommendations relating to policy or contracting issues that are not included in the IANA ~~Functions~~Naming Function Contract or the IANA Naming Function SOW, including, without limitation, policy development, adoption processes or contract enforcement measures between contracted registries and ICANN.

~~6. Proposed Amendments to the SOW or CSC Charter.~~

Section 18.6.RECOMMENDATIONS TO AMEND THE IANA NAMING FUNCTION CONTRACT, IANA NAMING FUNCTION SOW OR CSC CHARTER

~~(a)~~ The IFRT may recommend amendments to the IANA Naming Function Contract, IANA Naming Function SOW and/or the CSC Charter. The IFRT shall, at a minimum, take the following steps before an amendment to either the IANA Naming Function Contract, IANA Naming Function SOW or CSC Charter is proposed:

~~(i) a.~~ Consult with ICANN and PTI;

~~(ii) b.~~ Consult with the CSC;

~~(iii) e.~~ Conduct a public input session for ccTLD and gTLD registry operators; and

~~(iv) d.~~ Seek public comment on the amendments that are under consideration by the IFRT through a public comment period that complies with the designated practice for public comment periods within ICANN.

~~(b)~~ A recommendation of an IFRT for a Periodic IFR that would amend the IANA Naming Function Contract or IANA Naming Function SOW shall only become effective if, with respect to each such recommendation (each, an "IFR Recommendation"), each of the following occurs:

~~7. Approval of Amendments to the SOW.~~

~~(i)~~ ~~Any recommended changes to the SOW shall be (a) ratified~~The IFR Recommendation has been approved by the vote of ~~(i)A~~ a supermajority of the ccNSO Council (pursuant to the ccNSO's procedures or, ~~if such procedures do not define a supermajority, two-~~

thirds (2/3) of the ~~Council~~ccNSO Council's members) and ~~(B)~~ a GNSO Supermajority, ~~and (b) approved by the Board.~~⁷;

~~8. Approval of Amendments to the GSC Charter.~~

~~Any recommended changes to the GSC Charter shall be ratified pursuant to the procedure described in Article ~~1~~, Section ~~4~~ of these Bylaws.~~⁸

~~(ii) After a public comment period that complies with the designated practice for public comment periods within ICANN, the Board has approved the IFR Recommendation; and~~

~~(iii) The EC has not rejected the IFR Recommendation pursuant to Section 18.6(c).~~

~~(c) Promptly after the Board approves an IFR Recommendation (an “**IFR Recommendation Approval**”), the Secretary shall provide a Board Notice to the EC Chairs Council, which Board Notice shall enclose a copy of the IFR Recommendation that is the subject of the IFR Recommendation Approval. ICANN shall post the Board Notice on the Website promptly following the delivery of the Board Notice to the EC Chairs Council. The EC Chairs Council shall promptly notify the Decisional Participants and shall commence and comply with the procedures and requirements specified in Article 2 of Annex D.~~

~~(i) A IFR Recommendation shall become effective upon the earliest to occur of the following:~~

~~(A) A Rejection Action Petition Notice (as defined in Section 2.2(c)(i) of Annex D) is not timely delivered by the EC Chairs Council to the Secretary pursuant to and in compliance with Section 2.2(c) of Annex D, in which case the IFR Recommendation that is the subject of the IFR Recommendation Approval shall be in full force and effect as of the date immediately following the expiration of the Rejection Action Petition Period (as defined in Section 2.2(c)(i) of Annex D) relating to such IFR Recommendation Approval and the EC shall not thereafter challenge the effectiveness of such IFR Recommendation;~~

~~⁷-CWG to confirm: Page 1 of the CWG response chart refers to supermajority voting of the relevant SO but page 11 of the response chart states that the CWG “has agreed to keep the current practices (i.e., simple majority voting) for both the GNSO and ccNSO.” As the proposal specifically contemplates a supermajority vote for such actions, the reference to “simple” majority on page 11 of the response chart appears to be an error — please confirm.~~

~~⁸-CWG to confirm: Confirm that Board approval is not required for GSC Charter amendments. Page 4 of the CWG response chart states that Board approval is not required. Page 12 states that Board approval is required but this appears to be an error — please confirm.~~

(B) A Rejection Action Supported Petition (as defined in Section 2.2(d)(i) of Annex D) is not timely delivered by the EC Chairs Council to the Secretary pursuant to and in compliance with Section 2.2(d) of Annex D, in which case the IFR Recommendation that is the subject of the IFR Recommendation Approval shall be in full force and effect as of the date immediately following the expiration of the Rejection Action Petition Support Period (as defined in Section 2.2(d)(i) of Annex D) relating to such IFR Recommendation Approval and the EC shall not thereafter challenge the effectiveness of such IFR Recommendation; and

(C) An EC Rejection Notice (as defined in Section 2.4(b) of Annex D) is not timely delivered by the EC Chairs Council to the Secretary pursuant to and in compliance with Section 2.4 of Annex D, in which case the IFR Recommendation that is the subject of the IFR Recommendation Approval shall be in full force and effect as of the date immediately following the expiration of the Rejection Action Decision Period (as defined in Section 2.4(a) of Annex D) relating to such IFR Recommendation Approval and the EC shall not thereafter challenge the effectiveness of such IFR Recommendation.

(ii) An IFR Recommendation that ~~has been~~ rejected by the EC pursuant to and in compliance with Article 2 of Annex D shall have no force and effect, and shall be void ab initio.

(d) For the avoidance of doubt, Section 18.6(c) shall not apply when the Board acts (or fails to act) in a manner that is consistent with an IFR Recommendation unless such IFR Recommendation relates to a ~~Separation Process~~ as described in Section 19.

(e) ~~9.~~ Timelines for implementing any amendments to the IANA Naming Function Contract or IANA Naming Function SOW shall be ~~mutually~~ reasonably agreed ~~by~~ between the IFRT, ICANN and PTI.

~~10. The Empowered Community has the right to reject any decision of the ICANN Board relating to an IFR, pursuant to Article [●], Section [●] of these Bylaws, including any decision to not approve recommendations from an IFR or any failure by the ICANN Board to take action with respect to such recommendations.~~

(f) A recommendation of an IFRT that would amend the CSC Charter shall only become effective if approved pursuant to Section 17.3(d).

Section 18.7.11. ~~Composition of~~ COMPOSITION OF IFR ~~Teams.~~ TEAMS

Each IFRT shall consist of the following members or liaisons to be appointed in accordance with the rules and procedures of the appointing organization:

- (a) ~~a.~~ Two representatives appointed by the ccNSO; from its ccTLD registry operator representatives
- (b) ~~b.~~ One non-ccNSO ccTLD representative who is associated with a ccTLD registry operator that is not a representative of the ccNSO, appointed by the ccNSO; it is strongly recommended that the ccNSO consult with ~~each of~~ the ~~Regional~~regional ccTLD ~~Organizations~~organizations (i.e., AfTLD, APTLD, LACTLD, and CENTR) in making its ~~appointment~~recommendation;
- (c) ~~e.~~ Two representatives appointed by the Registries Stakeholder Group;
- (d) ~~d.~~ One representative appointed by the Registrars Stakeholder Group;
- (e) ~~e.~~ One representative appointed by the Commercial Stakeholder Group;
- (f) ~~f.~~ One representative appointed by the Non-Commercial Stakeholder Group;
- (g) ~~g.~~ One representative appointed by the GAC;
- (h) ~~h.~~ One representative appointed by the SSAC;
- (i) ~~i.~~ One representative appointed by the RSSAC;
- (j) ~~j.~~ One representative appointed by the ALAC;
- (k) ~~k.~~ One liaison appointed by the CSC;
- (l) ~~l.~~ One liaison who may be appointed by the ~~numbers operational community~~ASO; and
- (m) ~~m.~~ One liaison who may be appointed by the ~~protocols operational community~~IAB.
- (n) ~~n.~~ The IFRT shall also include an ~~open~~unlimited number of ~~non-member, non-liaison~~ participants.
- (o) ~~12.~~ The IFRT shall not be a standing body. ~~The~~A new IFRT shall be constituted for ~~the purpose of performing each IFR~~each IFR and the IFRT shall automatically dissolve following the end of the process for approving such IFRT's IFR Recommendations pursuant to Section 18.6.

Section 18.8.~~13.~~ **MEMBERSHIP; ELECTION OF CO-CHAIRS, AND LIAISONS.**

- (a) ~~a.~~ All candidates for appointment to the IFRT as a member or liaison shall submit an ~~Expression of Interest~~expression of interest to the organization

- that would appoint such candidate as a member or liaison to the IFRT. ~~Each Expression of Interest is required to address the following matters,~~ which shall state: (i) why the candidate is interested in becoming involved in the IFRT, (ii) what particular skills the candidate would bring to the IFRT, (iii) the candidate's knowledge of the IANA functions, (iv) the candidate's understanding of the purpose of the IFRT, and (v) that the candidate understands the time necessary to participate in the IFR process and can commit to the role.
- (b) Members, liaisons and participants of the IFRT shall disclose to ICANN and the IFRT any conflicts of interest with a specific complaint or issue under review. The IFRT may exclude from the discussion of a specific complaint or issue any member deemed by the majority of IFRT members to have a conflict of interest. The co-chairs of the IFRT shall record any such conflict of interest in the minutes of the IFRT.
- (c) To the extent reasonably possible, the appointing organizations for the IFRT members and liaisons shall work together to achieve an IFRT that is balanced for diversity (including functional, geographic and cultural) and skill, and should seek to broaden the number of individuals participating across the various reviews; provided, that the IFRT should include members from each ICANN Geographic Region and the ccNSO and Registries Stakeholder Group shall not appoint multiple members who are citizens of countries from the same ICANN Geographic Region.
- (d) ~~b-~~The IFRT shall be led by two co-chairs: one appointed by the GNSO from one of the GNSO IFRT members and one appointed by the ccNSO from one of the ccTLD IFR members.
- (e) ~~e-~~The PTI Board shall select a PTI staff member to serve as a point of contact to facilitate formal lines of communication between the IFRT and PTI. ~~The Board shall select an ICANN staff member to serve as a point of contact to facilitate formal lines of communication between the IFRT and ICANN.~~
- (f) ~~d-~~Liaisons to the IFRT are not members of or entitled to vote at the IFRT, but otherwise are entitled to participate on equal footing with members of the IFRT. ~~Liaisons are not included in determining the existence of quorums.~~
- (g) ~~e-~~Other participants ~~and experts~~ are ~~also~~ entitled to participate in the IFRT, but are not entitled to vote ~~and are not included in determining the existence of quorums.~~
- (h) Removal and replacement of IFRT members and liaisons.

- (i) The IFRT members and liaisons may be removed from the IFRT by their respective appointing organization at any time upon such organization providing written notice to the Secretary and the co-chairs of the IFRT.
- (ii) [A vacancy on the IFRT shall be deemed to exist in the event of the death, resignation or removal of any IFRT member or liaison. Vacancies shall be filled by the organization that appointed such IFRT member or liaison. The appointing organization shall provide written notice to the Secretary of its appointment to fill a vacancy, with a notification copy to the IFRT co-chairs. The organization responsible for filling such vacancy shall use its reasonable efforts to fill such vacancy within one month after the occurrence of such vacancy.]

Section 18.9.14. Meetings. MEETINGS

- a. ~~A [majority] of the IFRT members shall constitute a quorum for the transaction of business.⁹~~
- b. ~~Except as otherwise provided in [Section 5.c of this Section 6 of Article IV]:~~

(a) (i) All actions of the IFRT shall be taken by consensus of the IFRT, which is where a small minority disagrees, but most agree;

~~(ii) If consensus cannot be reached with respect to a particular issue, actions by the majority of all of the members of the IFRT present at any meeting at which there is a quorum shall be the action of the IFRT.~~

(b) Any members of the IFRT not in favor of an action (whether as a result of voting against a matter or objecting to the consensus position) may record a minority dissent to such action, which shall be included in the IFRT minutes and/or report, as applicable.

(c) IFRT meetings, deliberations and other working procedures shall be open to the public and conducted in a transparent manner to the fullest extent possible.

(d) The IFRT shall transmit minutes of its meetings to the ICANN Secretary, which who shall cause those minutes to be posted to the Website as soon

⁹ ~~CWG to confirm: IFRT quorum not addressed in the CWG Final Proposal. Page 13 of the CWG response chart indicates that a “[m]ajority seems a small amount for quorum.”~~

as practicable following ~~the~~each IFR meeting. Recordings and transcripts of meetings, as well as mailing lists, shall also be posted to the Website.

~~15. Community Review and Reports.~~

Section 18.10.COMMUNITY REVIEWS AND REPORTS

(a) ~~a.~~The IFR shall seek community input as to the issues relevant to the IFR ~~via a~~through one or more public comment ~~period~~periods that shall comply with the designated practice for public comment periods within ICANN and through discussions during ICANN's public meetings in developing and finalizing its recommendations and any report.

(b) ~~b.~~The IFR shall provide a draft report of its findings and recommendations to the community for public comment. The public comment period is required to comply with the designated practice for public comment periods within ICANN.

(c) ~~c.~~After completion of the IFR, the IFR shall ~~post on the Website~~submit its final report ~~with~~containing its findings and recommendations to the Board. ICANN shall thereafter promptly post the IFR's final report on the Website.

~~16. Administrative and Operational Support.~~

Section 18.11.ADMINISTRATIVE AND OPERATIONAL SUPPORT

ICANN shall provide administrative and operational support necessary for each IFR to carry out its responsibilities, including providing and facilitating remote participation in all meetings of the IFR:

~~17. Special IFRs.~~

Section 18.12.SPECIAL IFRS

(a) ~~a.~~A Special IFR may be initiated outside of the cycle for the ~~regular~~ ~~periodic~~Periodic IFRs to address ~~a~~any deficiency, problem or other issue ~~relating to the~~that has adversely affected PTI's performance ~~of~~under the IANA ~~naming functions, upon~~Naming Function Contract and IANA Naming Function SOW (a "PTI Performance Issue"), following the satisfaction of each of the following conditions:

(i) ~~(i)~~—The Remedial Action Procedures of the CSC set forth in ~~the~~ the IANA Naming Function Contract shall have been followed and failed to correct the ~~deficiency, problem or other issue,~~PTI Performance Issue and the outcome of such procedures shall have been reviewed by the ccNSO and GNSO according to each organization's respective operating procedures;

~~(ii)~~ (ii)–The IANA Problem Resolution Process set forth in ~~[●]~~ [the IANA Naming Function Contract](#) shall have been followed and failed to correct the ~~deficiency, problem or other issue,~~ [PTI Performance Issue](#) and the outcome of such process shall have been reviewed by, the ccNSO and GNSO according to each organization’s respective operating procedures;

~~(iii)~~ (iii)–The ccNSO and ~~GSNO~~ [GNSO](#) shall consider the outcomes of the processes set forth in the preceding clauses (i) and (ii) and shall conduct meaningful consultation with the other ~~SOs and AGs by way of a Community Forum~~ [Supporting Organizations and Advisory Committees](#) with respect to the ~~deficiency, problem or other issue~~ [PTI Performance Issue](#) and whether or not to initiate a Special IFR; ~~and~~

~~(iv)~~ (iv)– If ~~[●]~~ determines that it is necessary or desirable to seek public comment with respect to ~~[the deficiency, problem or other issue and whether or not to initiate a Special IFR],~~ the ~~After a~~ public comment period ~~shall comply~~ [that complies](#) with the designated practice for public comment periods within ICANN;¹⁰ ~~and~~

~~(v)~~ ~~a~~ A–Special IFR shall have been approved by the vote of (a) a supermajority of the ccNSO [Council](#) (pursuant to the ccNSO’s procedures or if such procedures do not define a supermajority, two-thirds (2/3) of the Council members) and (b) a GNSO Supermajority.¹¹

~~(b)~~ ~~b~~–Each Special IFR shall be conducted by an IFRT and shall follow the same procedures ~~and requirements~~ applicable to ~~periodic~~ [Periodic](#) IFRs as set forth in this ~~Section [6]~~ [18](#), except that:

~~(i)~~ (i)–The scope of the Special IFR and the related inputs that are required to be reviewed by the IFRT shall be focused primarily on the ~~deficiency, problem or other issue~~ [PTI Performance Issue](#), its implications for overall IANA [naming function](#) performance ~~by PTI~~

¹⁰ ~~CWG to confirm: Clarify the process for determining whether there should be a public comment period and, if so, what topics that public comment should relate to. Page 13 of the CWG response chart states that the “CWG Stewardship adopts the Empowered Community mechanism of the CCWG-Accountability, and the process for escalation includes a discussion forum” but it is not clear whether the intention is to require the Empowered Community to make this determination following the CCWG’s escalation process (petition, community forum, etc.) or whether the intention is to reference a Community Forum as the means of seeking public comment.~~

¹¹ ~~CWG to confirm: Page 1 of the CWG response chart refers to supermajority voting of the relevant SO but page 11 of the response chart states that the CWG “has agreed to keep the current practices (i.e., simple majority voting) for both the GNSO and ccNSO.” As the proposal specifically contemplates a supermajority vote for such action, the reference to “simple” majority on page 11 of the response chart appears to be an error – please confirm.~~

and how to resolve the ~~deficiency, problem or other issue~~ PTI Performance Issue;

~~(ii)~~ (ii)—The IFRT shall review and analyze the information that is relevant to the scope of the Special IFR; and

~~(iii)~~ (iii)—Each recommendation of the IFRT relating to the Special IFR, including but not limited to any recommendation to initiate a Separation Process (as defined in Section 1 of Article [●] of these Bylaws), 19.1, [must be related to remediating the PTI Performance Issue] shall include proposed remedial procedures and describe how those procedures are expected to address the ~~deficiency, problem or other issue~~, and shall: PTI Performance Issue.

(c) A recommendation of an IFRT for a Special IFR shall only become effective if, with respect to each such recommendation (each, a “Special IFR Recommendation”), each of the following occurs:

(i) a. Be The Special IFR Recommendation has been approved by the vote of ~~(a)~~ A a supermajority of the ccNSO Council (pursuant to the ccNSO’s procedures or, if such procedures do not define a supermajority, two-thirds (2/3) of the ~~Council~~ ccNSO Council’s members) and ~~(b)~~ B a GNSO Supermajority;¹² ~~and~~

~~b. Be approved by the ICANN Board. Any decision of the ICANN Board in relation to recommendations of the IFRT relating to a Special IFR, including any recommendation to initiate a Separation Process, and any decision to not approve such recommendations or any failure by the ICANN Board to take action with respect to such recommendations, must not have been rejected by the Empowered Community pursuant to the procedures described in Article [●], Section [●] of these Bylaws.~~

~~18. Proposed Separation Process.~~

¹² ~~CWG to confirm: Page 1 of the CWG response chart refers to supermajority voting of the relevant SO but page 11 of the response chart states that the CWG “has agreed to keep the current practices (i.e., simple majority voting) for both the GNSO and ccNSO.” As the proposal specifically contemplates a supermajority vote for such actions, the reference to “simple” majority on page 11 of the response chart appears to be an error — please confirm.~~

(ii) After a public comment period that complies with the designated practice for public comment periods within ICANN, the Board has approved the Special IFR Recommendation; and

(iii) The EC has not rejected the decision of the Board with respect to the Special IFR Recommendation pursuant to the procedures described in Section 18.12(d) below.

(d) Promptly after the Board approves a Special IFR Recommendation (a “**Special IFR Recommendation Approval**”), the Secretary shall provide a Board Notice to the EC Chairs Council, which Board Notice shall enclose a copy of the Special IFR Recommendation that is the subject of the Special IFR Recommendation Approval. ICANN shall post the Board Notice on the Website promptly following the delivery of the Board Notice to the EC Chairs Council. The EC Chairs Council shall promptly notify the Decisional Participants and shall commence and comply with the procedures and requirements specified in Article 2 of Annex D.

(i) A Special IFR Recommendation shall become effective upon the earliest to occur of the following:

(A) A Rejection Action Petition Notice (as defined in Section 2.2(c)(i) of Annex D) is not timely delivered by the EC Chairs Council to the Secretary pursuant to and in compliance with Section 2.2(c) of Annex D, in which case the Special IFR Recommendation that is the subject of the Special IFR Recommendation Approval shall be in full force and effect as of the date immediately following the expiration of the Rejection Action Petition Period (as defined in Section 2.2(c)(i) of Annex D) relating to such Special IFR Recommendation Approval and the EC shall not thereafter challenge the effectiveness of such Special IFR Recommendation;

(B) A Rejection Action Supported Petition (as defined in Section 2.2(d)(i) of Annex D) is not timely delivered by the EC Chairs Council to the Secretary pursuant to and in compliance with Section 2.2(d) of Annex D, in which case the Special IFR Recommendation that is the subject of the Special IFR Recommendation Approval shall be in full force and effect as of the date immediately following the expiration of the Rejection Action Petition Support Period (as defined in Section 2.2(d)(i) of Annex D) relating to such Special IFR Recommendation Approval and the EC shall not thereafter challenge the effectiveness of such Special IFR Recommendation; and

(C) An EC Rejection Notice (as defined in Section 2.4(b) of Annex D) is not timely delivered by the EC Chairs Council to the Secretary pursuant to and in compliance with Section 2.4 of Annex D, in which case the Special IFR Recommendation that is the subject of the

Special IFR Recommendation Approval shall be in full force and effect as of the date immediately following the expiration of the Rejection Action Decision Period (as defined in Section 2.4(a) of Annex D) relating to such Special IFR Recommendation Approval and the EC shall not thereafter challenge the effectiveness of such Special IFR Recommendation.

(ii) A Special IFR Recommendation that has been rejected by the EC pursuant to and in compliance with Article 2 of Annex D shall have no force and effect, and shall be void ab initio.

(e) For the avoidance of doubt, Section 18.12(d) shall not apply when the Board acts (or fails to act) in a manner that is consistent with a Special IFR Recommendation unless such Special IFR Recommendation relates to a Separation Process as described in Section 19.

Section 18.13. PROPOSED SEPARATION PROCESS

The IFRT conducting either a Special IFR or ~~periodic~~Periodic IFR may, upon conclusion of a Special IFR or ~~periodic~~Periodic IFR, as applicable, determine that a Separation Process is necessary and, if so, it shall recommend the creation of an SCWG pursuant to ~~Article [●] of these Bylaws~~19.

ARTICLE 19~~ARTICLE XVII:-~~ **IANA NAMING FUNCTION SEPARATION PROCESS**

Section 19.1~~Section 1.-~~ **ESTABLISHING AN** SCWG

(a) An “IANA Naming Function Separation Process” is the process initiated in accordance with this Article 19 pursuant to which PTI may cease to perform the IANA naming function including, without limitation, the initiation of a request for proposal to select an operator to perform the IANA naming function instead of PTI (“IANA Naming Function RFP”), the selection of an IANA naming function operator other than PTI, termination or non-renewal of the IANA Naming Function Contract, and/or divestiture, or other reorganization of PTI by ICANN.

(b) The Board shall establish an SCWG if each of the following occurs:

(i) ~~1.-~~The IFRT conducting either a Special IFR or ~~periodic~~Periodic IFR, upon conclusion of a Special IFR or ~~periodic~~Periodic IFR, as applicable, has ~~determined that a~~recommended that an IANA Naming Function Separation Process is necessary and has recommended the creation of an SCWG;

(ii) ~~2.-~~The creation of ~~an~~the SCWG has been approved by the vote of ~~(a)~~A) a supermajority of the ccNSO Council (pursuant to the ccNSO’s procedures or, if such procedures do not define a supermajority, two-

thirds (2/3) of the ~~Council~~ccNSO Council's members) and (b) a GNSO Supermajority;¹³

~~(iii) 3.~~ After a public comment period that complies with the designated practice for public comment periods within ICANN, the ~~ICANN~~ Board has approved the creation of ~~an~~the SCWG (an "SCWG Creation Approval"). A determination by the Board to not approve the ~~establishment~~creation of an SCWG, where such ~~establishment~~creation has been approved by the ccNSO and GNSO Councils pursuant to ~~Section 1.2 of this Article 19.1(b)(ii)~~, shall require a vote of at least two-thirds (2/3) of the Board and the Board shall follow the same consultation procedures set forth in ~~Section 9 of Annex A, Section 9~~ of these Bylaws that relate to Board rejection ~~(by a supermajority vote)~~ of a PDP Recommendation that is supported by a GNSO ~~supermajority~~Supermajority; and

~~(iv) 4.~~ The ~~Empowered Community~~EC has not rejected the decision of the Board with respect to the creation of ~~an SCWG pursuant to the procedures described in Article 1, Section 1 of these Bylaws. Any decision of the ICANN Board in relation to creating an SCWG, including any decision to not approve the creation of an SCWG or failure by the ICANN Board to take action with respect to such matter, must not have been rejected by the Empowered Community pursuant to the procedures described in Article 1, Section 1 of these Bylaws~~19.1 (c) below.

~~"Separation Process" is defined to mean any process pursuant to which PTI may or will cease to perform the IANA naming functions or ICANN will cease to be the counterparty to the IANA Functions Contract including, without limitation, the initiation of a Request For Proposals ("RFP") with respect to selecting an IANA Functions Operator to replace PTI, the selection of an IANA Functions Operator other than PTI, termination or non-renewal of the IANA Functions Contract, and/or divestiture, or other reorganization of PTI by ICANN.~~

(c) Promptly after the Board approves a SCWG Creation Approval, the Secretary shall provide a Board Notice to the EC Chairs Council, which Board Notice shall enclose a copy of SCWG Creation Approval. ICANN shall post the Board Notice on the Website promptly following the delivery of the Board Notice to the EC Chairs Council. The EC Chairs Council shall

¹³ ~~CWG to confirm: Page 1 of the CWG response chart refers to supermajority voting of the relevant SO but page 11 of the response chart states that the CWG "has agreed to keep the current practices (i.e., simple majority voting) for both the GNSO and ccNSO." As the proposal specifically contemplates a supermajority vote for approval of such action, the reference to "simple" majority on page 11 of the response chart appears to be an error — please confirm.~~

promptly notify the Decisional Participants and shall commence and comply with the procedures and requirements specified in Article 2 of Annex D.

(i) A Special IFR Recommendation shall become effective upon the earliest to occur of the following:

(A) A Rejection Action Petition Notice (as defined in Section 2.2(c)(i) of Annex D) is not timely delivered by the EC Chairs Council to the Secretary pursuant to and in compliance with Section 2.2(c) of Annex D, in which case the creation of the SCWG that is the subject of the SCWG Creation Approval shall be in full force and effect as of the date immediately following the expiration of the Rejection Action Petition Period (as defined in Section 2.2(c)(i) of Annex D) relating to such SCWG Creation Approval and the EC shall not thereafter challenge the effectiveness of the creation of such SCWG;

(B) A Rejection Action Supported Petition (as defined in Section 2.2(d)(i) of Annex D) is not timely delivered by the EC Chairs Council to the Secretary pursuant to and in compliance with Section 2.2(d) of Annex D, in which case the creation of the SCWG that is the subject of the SCWG Creation Approval shall be in full force and effect as of the date immediately following the expiration of the Rejection Action Petition Support Period (as defined in Section 2.2(d)(i) of Annex D) relating to such Special IFR Recommendation Approval and the EC shall not thereafter challenge the effectiveness of the creation of such SCWG; and

(C) An EC Rejection Notice (as defined in Section 2.4(b) of Annex D) is not timely delivered by the EC Chairs Council to the Secretary pursuant to and in compliance with Section 2.4 of Annex D, in which case creation of the SCWG that is the subject of the SCWG Creation Approval shall be in full force and effect as of the date immediately following the expiration of the Rejection Action Decision Period (as defined in Section 2.4(a) of Annex D) relating to such SCWG Creation Approval and the EC shall not thereafter challenge the effectiveness of the creation of such SCWG.

(ii) A Special IFR Recommendation that has been rejected by the EC pursuant to and in compliance with Article 2 of Annex D shall have no force and effect, and shall be void ab initio.

Section 19.2. ~~Section 2. SCWG RESPONSIBILITIES~~ SCWG RESPONSIBILITIES

The responsibilities of the SCWG shall be as follows:

(a) ~~1.~~ The SCWG shall determine how to resolve the ~~deficiency, problem or other issue~~ (PTI Performance Issue(s) which the IFRT that conducted the Special IFR ~~or periodic IFR~~ identified as triggering formation of this SCWG.

(b) ~~2.~~ If the SCWG ~~determines to issue an~~ recommends the issuance of an IANA Naming Function RFP, the SCWG shall:

(i) ~~a.~~ Develop IANA Naming Function RFP guidelines and requirements for the performance of the IANA naming ~~functions; function, in a manner consistent with ICANN's publicly available procurement guidelines (as in effect immediately prior to the formation of the SCWG); and~~

(ii) ~~b.~~ Solicit input from ICANN and the global internet community on requirements to plan and participate in the IANA Naming Function RFP process;

(c) If pursuant to Section 19.4(c) below, an SCWG Recommendation to issue the IANA Naming Function RFP is approved, the SCWG, in consultation with ICANN, shall:

(i) Issue the IANA Naming Function RFP;

(ii) ~~e.~~ Review responses from interested candidates to the IANA Naming Function RFP, which may be received from PTI and/or any other entity or person; and

(iii) ~~d. Select~~ Recommend the entity that ~~will~~ ICANN should contract with to perform the IANA naming ~~functions; and~~ function.

~~e. Manage any other Separation Process.~~

(d) ~~3.~~ If the SCWG recommends ~~any other an~~ IANA naming function Separation Process other than the issuance of an IANA Naming Function RFP, the SCWG shall develop recommendations to be followed with respect to that process and its implementation: consistent with the terms of this Article 19. The SCWG shall monitor and manage the implementation of such IANA Naming Function Separation Process.

Section 19.3. COMMUNITY REVIEWS AND REPORTS

(a) The SCWG shall seek community input through one or more public comment periods (such public comment period shall comply with the designated practice for public comment periods within ICANN) and may recommend discussions during ICANN's public meetings in developing and finalizing its recommendations and any report.

(b) The SCWG shall provide a draft report of its findings and recommendations to the community after convening of the SCWG, which such draft report will be posted for public comment on the Website. The SCWG may post additional drafts of its report for public comment until it has reached its final report.

(c) After completion of its review, the SCWG shall submit its final report containing its findings and recommendations to the Board. ICANN shall promptly post the SCWG's final report on the Website.

Section 19.4. ~~Section 3.~~ SCWG RECOMMENDATIONS RECOMMENDATIONS

(a) ~~1.~~ The recommendations of the SCWG are not limited and could include a variety of recommendations or a recommendation that no action is required; provided, however, that any recommendations must directly relate to the matters discussed in Section 19.2 and comply with this Section 19.4.

(b) ICANN shall not implement an SCWG recommendation (including a Names RFP Recommendation (as defined below) unless, with respect to each such recommendation (each, an "SCWG Recommendation"), each of the following occurs:

~~2. Any SCWG recommendation with respect to a Separation Process shall:~~

(i) ~~a. Be~~ The SCWG Recommendation has been approved by the vote of (iA) a supermajority of the ccNSO Council (pursuant to the ccNSO's procedures or, if such procedures do not define a supermajority, two-thirds (2/3) of the ~~Council~~ ccNSO Council's members) and (iiB) a GNSO Supermajority;¹⁴ ~~and~~

(ii) ~~b. Be approved by the Board~~ After a public comment period that complies with the designated practice for public comment periods within ICANN, the Board has approved the SCWG Recommendation (an "SCWG Recommendation Approval"). A determination by the Board to not approve ~~a recommendation of the SCWG that has been supported~~ an SCWG Recommendation, where such SCWG Recommendation has been approved by the ccNSO and GNSO Councils pursuant to ~~Section [3.2.a] of these Bylaws~~ 19.4(b)(ii), shall require a vote of at least two-thirds (2/3) of the Board and ~~the Board~~ shall follow the same consultation procedures set forth in ~~[Section 9~~

¹⁴ ~~CWG to confirm: Page 1 of the CWG response chart refers to supermajority voting of the relevant SO but page 11 of the response chart states that the CWG "has agreed to keep the current practices (i.e., simple majority voting) for both the GNSO and ccNSO." As the proposal specifically contemplates a supermajority vote for such action, the reference to "simple" majority on page 11 of the response chart appears to be an error — please confirm.~~

of Annex A, ~~Section 9~~ of these Bylaws that relate to ~~ICANN~~ Board rejection ~~(by a supermajority vote)~~ of a PDP Recommendation that is supported by a GNSO ~~supermajority~~. ~~Any Supermajority~~; and

~~(iii) The EC has not rejected the decision by the ICANN Board in relation to recommendations of the SCWG of the Board with respect to a Separation Process the SCWG Recommendation, including any decision to not approve such recommendations or any the SCWG Recommendation or failure by the ICANN Board to take action with respect to such recommendations, must not have been rejected by the Empowered Community matter, pursuant to the procedures described in Article [●], Section [●] of these Bylaws 19.4 (c) below.~~

(c) Promptly after the Board approves a SCWG Recommendation Approval, the Secretary shall provide a Board Notice to the EC Chairs Council, which Board Notice shall enclose a copy of the SCWG Recommendation that is the subject of the SCWG Recommendation Approval. ICANN shall post the Board Notice on the Website promptly following the delivery of the Board Notice to the EC Chairs Council. The EC Chairs Council shall promptly notify the Decisional Participants and shall commence and comply with the procedures and requirements specified in Article 2 of Annex D.

(i) A SCWG Recommendation shall become effective upon the earliest to occur of the following:

(A) A Rejection Action Petition Notice (as defined in Section 2.2(c)(i) of Annex D) is not timely delivered by the EC Chairs Council to the Secretary pursuant to and in compliance with Section 2.2(c) of Annex D, in which case the SCWG Recommendation that is the subject of the SCWG Recommendation Approval shall be in full force and effect as of the date immediately following the expiration of the Rejection Action Petition Period (as defined in Section 2.2(c)(i) of Annex D) relating to such SCWG Recommendation Approval and the EC shall not thereafter challenge the effectiveness of such SCWG Recommendation;

(B) A Rejection Action Supported Petition (as defined in Section 2.2(d)(i) of Annex D) is not timely delivered by the EC Chairs Council to the Secretary pursuant to and in compliance with Section 2.2(d) of Annex D, in which case the SCWG Recommendation that is the subject of the SCWG Recommendation Approval shall be in full force and effect as of the date immediately following the expiration of the Rejection Action Petition Support Period (as defined in Section 2.2(d)(i) of Annex D) relating to such SCWG Recommendation Approval and the EC shall not thereafter challenge the effectiveness of such SCWG Recommendation; and

(C) An EC Rejection Notice (as defined in Section 2.4(b) of Annex D) is not timely delivered by the EC Chairs Council to the Secretary pursuant to and in compliance with Section 2.4 of Annex D, in which case the SCWG Recommendation that is the subject of the SCWG Recommendation Approval shall be in full force and effect as of the date immediately following the expiration of the Rejection Action Decision Period (as defined in Section 2.4(a) of Annex D) relating to such SCWG Recommendation Approval and the EC shall not thereafter challenge the effectiveness of such SCWG Recommendation.

(ii) A SCWG Recommendation that has been rejected by the EC pursuant to and in compliance with Article 2 of Annex D shall have no force and effect, and shall be void ab initio.

(d) 3. ICANN shall absorb the costs relating to recommendations made by the SCWG, including, without limitation, costs related to the process of selecting or potentially selecting a new ~~operator for the IANA Functions Operator~~ naming function and the operating costs of the successor operator that are necessary for the successor operator's performance of the IANA naming function as ICANN's independent contractor. ICANN shall not be authorized to raise fees from any TLD ~~registry operators (registries, registrars and, indirectly, for registrants)~~ to cover the costs associated with ~~SCWG recommendations~~ implementation of any SCWG Recommendations that specifically relate to the transition to a successor operator. For avoidance of doubt, this restriction shall not apply to collecting appropriate fees necessary to maintain the ongoing performance of the IANA naming function, including those relating to the operating costs of the successor operator.

(e) 4. In the event that (i) an SCWG Recommendation that selects an entity (other than PTI ~~is selected~~) as a new ~~IANA Functions Operator~~ operator of the IANA naming function is approved pursuant to Section 19.4(b) and (ii) the EC does not reject such SCWG Recommendation pursuant to Section 19.4(c), ICANN shall enter into ~~an IANA Functions Contract (including a SOW)~~ a contract with the new ~~IANA Functions Operator on the~~ operator on substantially the same terms recommended by the SCWG and approved as ~~an part of such SCWG recommendation~~ Recommendation ("Successor IANA Naming Function Contract").

(f) 5. As promptly as practical (and within ~~[•] [days]~~) following the ~~SCWG recommendations, or in the event of an SCWG recommendation to initiate a Separation Process, as promptly as practical (and within [•] [days])~~ following the approval of ~~such recommendation~~ an SCWG Recommendation in accordance with this Section 19.4, ICANN shall take all steps reasonably

necessary to effect such approved SCWG
~~recommendations~~ Recommendation as soon as practicable.

Section 19.5. ~~Section 4.~~ **SCWG** ~~-COMPOSITION~~ COMPOSITION

- (a) ~~1.~~ The SCWG shall select and appoint members in accordance with their own rules and procedures. Each SCWG shall consist of:
- (i) ~~a.~~ Two representatives appointed by the ccNSO from its ccTLD registry operator representatives;
 - (ii) ~~b.~~ One non-ccNSO ccTLD representative who is associated with a ccTLD registry operator that is not a representative of the ccNSO, appointed by the ccNSO; it is strongly recommended that the ccNSO consult with ~~each of the~~ Regional ~~Regional~~ Organizations ~~organizations~~ (i.e., AfTLD, APTLD, LACTLD and CENTR) in making its appointment;
 - (iii) ~~c.~~ Three representatives appointed by the Registries Stakeholder Group;
 - (iv) ~~d.~~ One representative appointed by the Registrars Stakeholder Group;
 - (v) ~~e.~~ One representative appointed by the Commercial Stakeholder Group;
 - (vi) ~~f.~~ One representative appointed by the Non-Commercial Stakeholder Group;
 - (vii) ~~g.~~ One representative appointed by the GAC;
 - (viii) ~~h.~~ One representative appointed by the SSAC;
 - (ix) ~~i.~~ One representative appointed by the ~~Root Server System Advisory Committee~~ ("RSSAC");
 - (x) ~~j.~~ One representative appointed by the ALAC;
 - (xi) ~~k.~~ One liaison appointed by the CSC;
 - (xii) ~~l.~~ One liaison appointed by the IFRT that conducted the Special IFR or periodic IFR, as applicable, that recommended the creation of the SCWG, who shall be named in the IFRT's recommendation to convene the Special IFR;
 - (xiii) One liaison who may be appointed by the ASO;

~~(xiv) m. One liaison who may be appointed by the numbers operational community IAB; and~~

~~(xv) n. One liaison who may be appointed by the protocols operational community Board.~~

~~(xvi) o. The SCWG shall may also include an open unlimited number of non-member, non-liaison participants.⁴⁵~~

~~2. In selecting persons to serve on the SCWG, the bodies responsible for appointing such persons shall:~~

~~a. To the extent reasonably possible, ensure that the SCWG includes representatives from each ICANN Geographic Region. To the extent reasonably possible, each of the ccNSO and Registries Stakeholder Group should appoint representatives from different ICANN Geographic Regions;~~

(b) All candidates for appointment to the SCWG as a member or liaison shall submit an expression of interest to the organization that would appoint such candidate as a member or liaison, which shall state (i) why the candidate is interested in becoming involved in the SCWG, (ii) what particular skills the candidate would bring to the SCWG, (iii) the candidate's knowledge of the IANA naming function, (iv) the candidate's understanding of the purpose of the SCWG, and (v) that the candidate understands the time necessary to participate in the SCWG process and can commit to the role.

(c) Members and liaisons of the SCWG shall disclose to ICANN and the SCWG any conflicts of interest with a specific complaint or issue under review. The SCWG may exclude from the discussion of a specific complaint or issue any member, liaison or participant deemed by the majority of SCWG members to have a conflict of interest. The co-chairs of the SCWG shall record any such conflict of interest in the minutes of the SCWG.

(d) To the extent reasonably possible, the appointing organizations for SCWG members and liaisons shall work together to:

(i) achieve an SCWG that is balanced for diversity (including functional, geographic and cultural) and skill, and should seek to broaden the number of individuals participating across the various reviews; provided, that the SCWG should include members from each ICANN Geographic Region and the ccNSO and Registries Stakeholder

⁴⁵~~CWG to confirm: Although the CWG Final Proposal was silent, discuss whether to address Expressions of Interest, removal, vacancies and chairs of the SCWG (similar to CSC).~~

Group shall not appoint multiple members who are citizens of countries from the same ICANN Geographic Region;

~~(ii) b. To the extent reasonably possible,~~ ensure that the SCWG is comprised of individuals who are different from those individuals who comprised the IFRT that conducted the Special IFR or ~~periodic~~ Periodic IFR, as applicable, that recommended the creation of the SCWG, other than the liaison to the IFRT appointed by the CSC; and

~~(iii) c. To the extent reasonably possible,~~ [seek to appoint at least [four] persons as representatives of the SCWG with experience managing or participating in the RFP processes].

(e) ICANN shall select an ICANN staff member and a PTI staff member to serve as points of contact to facilitate formal lines of communication between the SCWG and ICANN and the SCWG and PTI. Communications between the SCWG and the ICANN and PTI points of contact shall be communicated by the SCWG co-chairs.

~~(f) 3.~~ The SCWG shall not be a standing body. Each SCWG shall be constituted when and as required under these Bylaws and shall dissolve following the end of the process for approving such SCWG's SCWG Recommendations pursuant to Section 19.4(c).

~~Section 5. ELECTION OF CO-CHAIRS AND LIAISONS~~

Section 19.6. ELECTION OF CO-CHAIRS AND LIAISONS

~~(a) 1.~~ The SCWG shall be led by ~~[•] chair(s)~~ two co-chairs: one appointed by the GNSO from one of the members appointed pursuant to clauses (iii)-(iv) of Section 19.5(a) and one appointed by the ccNSO from one of the members appointed pursuant to clauses (i)-(ii) of Section 19.5(a).

~~(b) 2.~~ Liaisons to the SCWG shall not be members of or entitled to vote on any matters before the SCWG, but otherwise shall be entitled to participate on equal footing with SCWG members ~~of the SCWG~~.

(c) Removal and replacement of SCWG members and liaisons

(i) The SCWG members and liaisons may be removed from the SCWG by their respective appointing organization at any time upon such organization providing written notice to the Secretary and the co-chairs of the SCWG.

(ii) A vacancy on the SCWG shall be deemed to exist in the event of the death, resignation or removal of any SCWG member or liaison. Vacancies shall be filled by the organization that appointed such

SCWG member or liaison. The appointing organization shall provide written notice to the Secretary of its appointment to fill a vacancy, with a notification copy to the SCWG co-chairs. The organization responsible for filling such vacancy shall use its reasonable efforts to fill such vacancy within one month after the occurrence of such vacancy.

Section 19.7.~~Section 6. MEETINGS.~~MEETINGS

- ~~1. A [majority] of the SCWG members shall constitute a quorum for the transaction of business.¹⁶~~
- (a) ~~2-~~ The SCWG shall act by consensus, which is where a small minority disagrees, but most agree, or if consensus cannot be reached with respect to a particular matter or issue, actions by the majority of all of the members of the SCWG ~~present at any meeting at which there is a quorum shall be the action of the SCWG.~~

(b) Any members of the SCWG not in favor of an action (whether as a result of voting against a matter or objecting to the consensus position) may record a minority dissent to such action, which shall be included in the SCWG minutes and/or report, as applicable.
- (c) ~~3-~~ SCWG meetings and other working procedures shall be open to the public and conducted in a transparent manner to the fullest extent possible.
- ~~4. ICANN shall provide administrative and operational support necessary for the SCWG to carry out its responsibilities, including providing and facilitating remote participation in all meetings of the SCWG.~~
- (d) ~~5-~~ The SCWG shall transmit minutes of its meetings to the ~~ICANN~~ Secretary, ~~which~~who shall cause those minutes to be posted to the Website as soon as practicable following ~~the~~each SCWG meeting, and no later than five business days following the meeting.

(e) Except as otherwise provided in these Bylaws, the SCWG shall follow the guidelines and procedures applicable to ICANN Cross Community Working Groups ~~set forth in [●].~~¹⁷that will be publicly available and may be amended from time to time.

¹⁶~~CWG to confirm: SCWG quorum was not addressed in the CWG Final Proposal. Page 13 of the CWG response chart indicates that “[m]ajority seems be a small amount for a quorum.”~~

¹⁷~~CWG notes that these “guidelines and procedures are currently under development in the CCWG Principles. We can reference them, as they should be finalized in June 2016 at the latest.” The wiki is at <http://gnso.icann.org/en/group-activities/active/cross-community>.~~

Section 19.8.ADMINISTRATIVE SUPPORT

ICANN shall provide administrative and operational support necessary for the SCWG to carry out its responsibilities, including providing and facilitating remote participation in all meetings of the SCWG.

Section 19.9.CONFLICTING PROVISIONS

In the event any SCWG Recommendation that is approved in accordance with this Article 19 requires ICANN to take any action that is inconsistent with a provision of the Bylaws (including any action taken in implementing such SCWG Recommendation), the requirements of such provision of these Bylaws shall not apply to the extent of that inconsistency

Summary report:	
Litéra® Change-Pro TDC 7.5.0.176 Document comparison done on 4/4/2016 12:03:14 PM	
Style name: Sidley Default	
Intelligent Table Comparison: Active	
Original filename: Original CWG Bylaws from ICANN.docx	
Modified filename: CWG Bylaws_April 4 Draft from ICANN.docx	
Changes:	
<u>Add</u>	800
Delete	678
Move From	150
<u>Move To</u>	150
<u>Table Insert</u>	0
Table Delete	0
<u>Table moves to</u>	0
Table moves from	0
Embedded Graphics (Visio, ChemDraw, Images etc.)	0
Embedded Excel	0
Format changes	0
Total Changes:	1778