February 8, 2022

Internet Corporation for Assigned Names and Numbers
Attn: Russ Weinstein, Vice President, Global Domains Services
12025 Waterfront Drive, Suite 300
Los Angeles, CA 90094-2536

Re: Amendments to PIR's Registry-Registrar Agreement (RRA)

Dear Russ:

As you know, PIR already serves as the Registry Operator for .ORG, .NGO, .ONG .ОРГ (xn--c1avg), .机构 (xn--nqv7f), and .संगठन (xn--i1b6b1a6a2e)), each of which have their own applicable Registry-Registrar Agreements (RRAs). We are also in the process of obtaining consent to the assignment of .CHARITY, .FOUNDATION, .GIVES, and .GIVING.

Rather than require ICANN-Accredited Registrars to sign essentially the same RRA multiple times, we are submitting a new proposed consolidated RRA for ICANN's and the Registrar Stakeholder Group's (RrSG) consideration that will enable Registrars to become eligible to offer all of the TLDs for which PIR is the Registry Operator now and in the future. We are providing both a clean and redline format against the RRAs for .ORG and each of the other TLDs for which PIR currently serves as Registry Operator. We are also providing the revised Data Processing Agreement that will be appended to the RRA as Exhibit 1 that is updated to reflect the new Standard Contractual Clauses; these are standard clauses, but we are happy to provide a redline between the prior and current version of them upon request. In addition to the changes necessary for the structure of this new consolidated RRA, we have also included a summary of the other proposed material changes in Appendix A: Summary of Material Amended Terms.

Our goal is to have all of this completed by no later than April 8, 2022 so that we have ample time to onboard Registrars with the new RRA prior to our launch of the newly assigned TLDs.

We appreciate ICANN's and the RrSG's review and are happy to make ourselves available to answer any questions or comments that either ICANN or the Registrars may have.

Best regards,

PUBLIC INTEREST REGISTRY

Brian Cimbolic
Vice President, General Counsel

Enclosures

Appendix A: Summary of Material Amended Terms

Below is a summary of the Material Amended Terms of the PIR RRA. Section terms will refer to the .ORG RRA unless otherwise noted below (the RRAs for PIR's existing other TLDs are modeled on the .ORG RRA).

Section	**Explanation of Provision/Change**
Introduction	The new introduction sets out the new RRA structure for the consolidated RRA. We also clarify that by signing the RRA, registrars are permitted but not required to offer any PIR TLD for registration.
Schedule A - PIR TLDs	List of all PIR TLDs
Schedule B - TLD Specific Terms	Specification 11 of Registry Agreements for the .CHARITY, .GIVES, and .GIVING TLDs has certain additional pass through provisions required for Registration Agreements in those TLDs. We included those in this Schedule. Specification 12 of the .NGO and .ONG Registry Agreements requires that registrants meet certain eligibility requirements as NGOs. These are existing obligations in the .NGO and .ONG RRAs and are brought into this Schedule B. These obligations do not apply to any other PIR TLD.
Schedule C - Registration Fees	Pricing information and requirements for all PIR TLDs are listed in this schedule. The only changes to pricing are that we are reducing the prices for .NGO and .ONG. All other prices are the same. In addition, for the newly assigned names (**not .ORG**), PIR may elect fee structures that are different than those in .ORG, such as offering premium domains and/or different pricing tiers. We have therefore included language similar to other agreements we have seen to enable us to do so. For .ORG domain names, PIR may only charge premium pricing for the remaining reserved single and two character domain names pursuant to the Phased Allocation Program approved in the .ORG Registry Agreement.

	PIR wants to emphasize that all changes to pricing will be done in accordance with the strict requirements of the Registry Agreement and we have affirmatively placed those requirements in this Schedule.
Prior 1.5 - Handling of Personal Data and Data Processing Agreement	The Prior Data Processing Agreement incorporated older Standard Contractual Clauses (SCCs); this has been updated to include the current SCCs as implemented by EC decision for privacy law compliance and now reflects the terminology of "Importer" and "Exporter" provided by the EDPB's guidance on SCCs and international data transfers.
Prior 1.6 - Service Level Agreements	The 2019 .ORG Registry Agreement included the standard SLAs from the Base Registry Agreement. The changes we have made are to align the RRA with the RA changes.
Prior 1.9 - Registrar Toolkit	We removed the reference to the Registrar Toolkit (see below in Section 2.3).
1.13 - Registry Services	We included the definition of Registry Services from the Registry Agreements.
2.1 - Access to Registry System	In line with our consistent practice, we clarified that PIR reserves the right to require OT&E testing prior to granting access to the SRS.
2.3 - Provision of Technical Specifications	We are transitioning to a Toolkit-free approach to registrar access, allowing registrar software choice and flexibility. Therefore this section is adapted to license required technical specifications to the Registrar, rather than a software license.
Section 2.7/Prior Section 6.11 - Integrity, Stability and Security; Mitigation Processes	We moved the Reservation of Rights previously found in prior Section 6.11 to this section and included a provision noting that PIR has the right to act on domain names engaged in abuse under PIR's Anti-Abuse Policy.
3.2.2 - Registrar Responsibility for Customer Support and Abuse Mitigation.	This section incorporates an abuse point of contact for Registrar to intake abuse reports.

3.2.3 - Registrar Responsibility for Customer Support and Abuse Mitigation.	We updated this section to note that the Registrar must have a system in place to appropriately address and mitigate abuse. PIR has always been in the forefront of combating DNS Abuse and this is important to us. However, the new language does not impose an obligation on a Registrar in any individual abuse case; rather it simply requires that a Registrar has systems in place to address and mitigate abuse appropriately.
3.6.3 - Inclusion of URS	The 2019 .ORG Registry Agreement, like our other Registry Agreements, now includes the URS.
3.6.7 - Explicit Pass through from Registry Agreement Spec 11(3)(a) Language	This language is required by ICANN for us to include in the RRA and tracks to the pass through requirement in Specification 11(3)(a) of the Registry Agreement.
3.8.2/Prior Section 1.7.1 and 1.7.2 - Security Measures	We removed language in 3.8 regarding certain security measures that are or will be addressed in PIR operational requirements, that will be provided with required notice.
4.2 - Payment of Fees	As noted above, we list all fees, and mechanism for payment of all fees, for all PIR TLDs in Schedule C.
7.1 - Insurance Requirements.	We have scaled back the insurance requirements in the RRA, only noting that we may request proof.
10.8 - Governing Law	We inserted a provision noting the Commonwealth of Virginia law (where we are located) governs the RRA.
10.10 - Severability	We inserted a Severability provision.
Prior .NGO and .ONG RRA Only - Bundling Requirements	References to requirements that domains in the .NGO and .ONG TLDs be technically “bundled” have been removed.

In addition, there were immaterial changes (minor or clerical) in throughout the definitions in the RRA, as well as the following sections: 2.1 - 2.4; 2.5.2; 3.3; 3.5 - 3.7; 5.1; 6.1 - 6.4; 8.1; 9.1 - 9.2; 9.4; 10.1-10.2; and 10.9.