

**NON-DISCLOSURE AGREEMENT
FOR ATRT3 REVIEW**

This Non-Disclosure Agreement for Specific Reviews (“Agreement”) is entered into by and between the Internet Corporation for Assigned Names and Numbers (ICANN), a California nonprofit public benefit corporation,; and _____, an individual and a member of the third Accountability and Transparency Review Team (“ATRT3”) (hereinafter referred to as ‘you’ or “RT Member.”)

Recitals

- A. You have been selected to serve as a volunteer member of the ATRT3 (“Review Team”).
- B. You share the goal of achieving informed reviews to further the purpose of the ATRT3 (“Review”).
- C. In conducting the Review, the Review Team may request access to Confidential Information (as defined below), as and when necessary.
- D. ICANN may need to restrict the distribution and use of certain information furnished by or on its behalf to you and the Review Team during the review process, including such information that may be non-public, confidential or proprietary in nature.
- E. ICANN may choose to provide access to Confidential Information at its discretion, in the manner described below.

In consideration of the above recitals, ICANN and you agree as follows:

1. Acknowledgements. You agree that you have been selected to serve on the Review Team as a result of nomination by an ICANN community group, and that such participation is in an individual capacity and not on behalf of your employer or any other entity. You are not obligated to sign this Agreement to serve as a member of the Review Team. Any Confidential Information provided to you under this Agreement is provided solely for the purpose of informing the analysis and conduct of the Review, and may not be used for any other purpose (“Purpose”). You acknowledge and agree that you are receiving the Confidential Information solely in the furtherance of your role and function as a member of the Review Team in your personal capacity, and not as a representative or agent of any entity, and may not share or use the Confidential Information except as set forth herein.

YOU AGREE THAT ANY INFORMATION DISCLOSED OR EXCHANGED UNDER THIS AGREEMENT IS PROVIDED AS-IS.

2. Definition of Confidentiality: As used in this Agreement, “Confidential Information” means all information, of any nature and in any form, whether disclosed in writing, orally, or electronically that is marked or designated or otherwise identified as Confidential (including without limitation all writings, memoranda, copies, reports, papers, surveys, analyses, drawings, letters, computer printouts, computer programs, computer applications, specifications, customer data, research, business methods, business processes, business techniques, business plans, data, graphs, charts, sound

recordings, pictorial representations, inventions, prototypes, samples, and trade secrets). Confidential Information shall not include information that is: (i) part of the public domain at the time of disclosure to RT Member or becomes part of the public domain, other than by breach of this Agreement, after disclosure to you; (ii) lawfully and independently received by you from a third party, provided such third party is not, to your knowledge, in breach of any confidentiality obligation with respect to such information; (iii) developed by you independently, as shown by your records; (iv) disclosed by you as required by governmental, legislative, judicial, or arbitral order, statute, rule, regulation, or other requirement pursuant to Clause 2, or (v) information the subject of an express written waiver by ICANN permitting your use or disclosure.

3. Required Disclosures: Should you be put on notice that you are required to disclose the Confidential Information received hereunder by statute, rule, regulation, administrative order, subpoena, discovery request, regulatory request or other requirement of a governmental agency, legislative body, court of competent jurisdiction, or binding arbitral body, you will promptly notify ICANN thereof as soon as practicable to allow ICANN to contest the disclosure and/or seek to make such disclosure subject to a protective order or other appropriate remedy to preserve the Confidential nature of the information. Upon ICANN's request, you will reasonably cooperate with ICANN in contesting the disclosure and disclose only that portion of the requested Confidential Information as designated or instructed by ICANN, including filing materials on ICANN's behalf. If, after such contest, disclosure is still required, then you agree not to oppose and shall cooperate with efforts by ICANN, to the extent practicable, with respect to any such request for a protective order or other relief. Except in connection with a failure to discharge the responsibilities set forth in the preceding sentence, you will not be liable for any disclosure pursuant to such governmental, legislative, judicial, or arbitral order, statute, rule, regulation or other requirement.
4. Obligations of RT Member: You will hold in confidence and not disclose the Confidential Information of ICANN (including its existence) to anyone (other than as permitted by Paragraphs 3 (Required Disclosures) and 5 (Review Team Considerations) of this Agreement), including, if applicable, your employer, provided further, you will hold in confidence and not disclose the existence of the Confidential Information if the existence of such information has been deemed confidential by ICANN. You will maintain the confidentiality of the Confidential Information with the same degree of care that you use to protect your own confidential and proprietary information but no less than a reasonable degree of care under the circumstances. You will use Confidential Information solely for the Purpose for which it was provided and will refrain from making or having made any duplication (in any form whatsoever) of the Confidential Information except insofar as is necessary for the Purpose. You may not use the Confidential Information for any purposes other than as necessary to accomplish the Review. For the avoidance of doubt, you may not use the Confidential Information for any competitive or commercial purposes. Any copies that are made will be identified as belonging to the ICANN and marked "confidential", "proprietary" or with a similar legend. You will not use any of the Confidential Information in any way which would conflict with or be harmful to the interests of ICANN.
5. Review Team Considerations: You may share and discuss the Confidential Information received under this Agreement only with other members of the Review

Team that have also executed this Agreement for the same Confidential Information as designated by ICANN which is disclosed for the Review. However, you may not share, discuss or otherwise disclose the Confidential Information you receive with any Review Team member who has not signed this Agreement. ICANN will maintain an up-to-date list of all authorized RT Members.

By virtue of disclosure of Confidential Information pursuant to this Agreement, ICANN is not authorizing the use of or reference to such Confidential Information (or any derivative thereof) in the Review Team's public reports or materials. You will not post or discuss any Confidential Information on the Review Team's public email list or on any Review Team conference call or meeting that is open to observers or to RT Members that do not have access to the Confidential Information.

If the Review Team believes that reference to, or inclusion of, any Confidential Information is necessary for discussions with the broader Review Team or for publication in its public report, the Review Team members that have signed this Agreement may enter into a dialogue with ICANN on how to achieve the Review Team's objectives without compromising the Confidential Information. ICANN, in its discretion, may authorize a high level summary or an anonymized release of the Confidential Information or find other means of ensuring a proper level of public disclosure in light of the confidentiality concerns presented by the Confidential Information.

Upon the earlier of the end of your tenure as a Review Team member, or the publication of the Review Team's Final Report, you will delete any copies of the Confidential Information or any derivatives thereof in your possession.

The terms of the Confidential Disclosure Framework called for pursuant to ICANN Bylaws Section 4.6 (a)(vi)(A) are incorporated herein. The Confidential Disclosure Framework may be amended from time to time pursuant to appropriate review and community processes, and any amendment to the terms of the Confidential Disclosure Framework will be considered an amendment to this Agreement without further action by any party. The Confidential Disclosure Framework is attached here as **Exhibit A**.

6. Term: Your obligations under this Agreement will continue in full force and effect until the Confidential Information lawfully enters the public domain.
7. Title: Title, proprietary rights and the right to possess Confidential Information as between the parties will remain with ICANN.
8. Governing Law: This Agreement shall be governed and construed by and in accordance with the laws of the State of California, without regard to principles of conflict of laws, and the applicable laws of the United States of America. Any legal proceedings relating to this Agreement shall be adjudicated and maintained in the state and federal courts of Los Angeles County in the State of California, and the parties consent and agree that such jurisdiction and venue for these proceedings shall lie exclusively with such courts.
9. Injunctive Relief: A breach of any of the promises or agreements contained herein will result in irreparable and continuing damage to the ICANN for which there will be no

adequate remedy at law, and the ICANN shall be entitled to injunctive relief and/or a decree for specific performance, and such other relief as may be proper (including monetary damages if appropriate).

10. General:

- (a) This Agreement, including the Confidential Disclosure Framework, constitutes the entire agreement between you and ICANN with respect to the Confidential Information.
- (b) You understand and acknowledge that no license under any patents, copyrights, trademarks, or other intellectual property is granted to or conferred by this Agreement or by the disclosure of any Confidential Information as contemplated hereunder, either expressly, by implication, inducement, estoppel or otherwise, and that any license under such intellectual property rights must be express and in writing.
- (c) Except as provided herein, this Agreement may only be changed by mutual agreement, in writing, by you and ICANN.
- (d) If any provision of this Agreement shall be found to be invalid, illegal, or unenforceable, then, notwithstanding such provision, all other provisions of this Agreement shall remain in full force and effect.
- (e) The failure of either party to enforce any right resulting from breach of any provision of this Agreement by the other party will not be deemed a waiver of any right relating to a subsequent breach of such provision or of any other right hereunder.
- (f) This Agreement may be executed in one or more counterparts, all of which will be considered one and the same agreement and which will become effective when one or more counterparts have been signed by each of the parties.

AGREED:

RT Member :
 Address :
 Signature :
 Title :
 Date :

EXHIBIT A
(Confidential Disclosure Framework)