

## Conflicts of Interest Process for Vendors and Subcontractors

The information below provides an overview of the process by which ICANN org ensures that vendors contracted by ICANN org to support services or processes for the New gTLD Program are free from conflicts of interest.

### Prior to Contracting with Vendors

1. Vendors for the New gTLD Program are selected through ICANN's standard procurement process.
2. Call for Expression of Interest, Requests for Proposals, and Requests for Information are issued to solicit qualified vendors to perform activities for many aspects of the Program, including evaluation, dispute resolution, and auction.<sup>1</sup>
3. Certain services may require more than one vendor to perform a particular Program activity. This approach allows ICANN to address any conflict of interest issues.<sup>2</sup>
4. ICANN requires potential vendors to provide background information, including information about their parent company, a list of their top customers, and references.<sup>3</sup>
5. To be considered, potential vendors must demonstrate to ICANN org's satisfaction that there are no material conflicts at the time of the bid and that the vendors have controls in place to ensure new or changed resources do not have conflicts.<sup>4</sup>
6. ICANN org reviews for conflicts before contracting with vendors but this matter may become relevant once applications are submitted, where a vendor may have a conflict with one or more applications.<sup>5</sup>

### Contracted Vendors

7. If selected, the vendor enters into a contract with ICANN.
8. Prior to allocating any applications to vendors, ICANN requires that vendors perform conflict of interest checks for the panelists in accordance with the requirements of the AGB, and to provide ICANN with the results. ICANN allocates applications taking these results into account.<sup>6</sup>

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<sup>1</sup> PIRR <https://newgtlds.icann.org/en/reviews/implementation/program-review-29jan16-en.pdf>

<sup>2</sup> PIRR <https://newgtlds.icann.org/en/reviews/implementation/program-review-29jan16-en.pdf>

ODA <https://www.icann.org/en/system/files/files/subpro-oda-12dec22-en.pdf>

<sup>3</sup> ODA <https://www.icann.org/en/system/files/files/subpro-oda-12dec22-en.pdf>

<sup>4</sup> Ibid.

<sup>5</sup> Ibid.

<sup>6</sup> PIRR <https://newgtlds.icann.org/en/reviews/implementation/program-review-29jan16-en.pdf>

9. Contracted vendors are also required to contractually comply with and document acknowledgement that they understand ICANN's Conflict of Interest policies and guidelines established in Section 2.4.3 of the AGB.<sup>7</sup>
10. Accordingly, the vendor is required to complete and deliver annually a "Contractor Conflicts of Interest Disclosure" Form. ICANN has developed this Form to assist it in identifying those business and family relationships between or among itself, its Directors, Liaisons, Officers, Employees and Contractors that may create a current or future actual or potential conflict of interest. Additionally, this Form is designed to facilitate compliance with disclosure obligations described in ICANN's Conflicts of Interest [Policy](#).
11. In the event that the contractor is an entity, the COI Disclosure Form is to be completed by an authorized person of the entity representing the responses are provided in an individual capacity to the best of his/her knowledge.
12. The completed COI Disclosure Form is sent to ICANN by the vendor.
13. The COI Disclosure Form is reviewed by ICANN to make sure it aligns with existing ICANN COI policies and guidelines.
14. In the event that there are any material changes during the current year in the information provided in the COI Disclosure Form, the vendor should promptly notify ICANN.
15. In addition, the vendor is also required to agree that it will revise and update the COI Disclosure Form when and to the extent to which it becomes aware of circumstances that would require such a revision, and in all events at least annually.
16. To the extent that conflicts of interest are identified that do not embody ICANN's mission and purpose, ICANN may, in its sole discretion, terminate the vendor's agreement in accordance with its terms.

## **Subcontractors**

17. With respect to third-party subcontractors, ICANN org requires that subcontractors must be disclosed to ICANN org and approved before providing services.<sup>8</sup>
18. ICANN's current Contractor Agreement includes a standard provision whereby no other individuals or third-party subcontractors will be engaged on a project or have access to the confidential information provided by ICANN regarding the project. Exceptions may be made on a case-by-case basis if approved by ICANN.

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<sup>7</sup> The Conflict of Interest Guidelines in the AGB define the minimum standards with which vendors have to comply.

<sup>8</sup> ODA <https://www.icann.org/en/system/files/files/subpro-oda-12dec22-en.pdf>

19. If approved, ICANN will provide revised language to use for the Subcontractor Agreement and a checklist of required documents (i.e. non-disclosure agreement, conflict of interest form, etc.).
20. ICANN will review the completed documents to ensure the information provided aligns with existing ICANN's COI policies and guidelines.

**Disclaimer:** This process will be updated as necessary.