JC, 28 July 2024
Comparison of versions out for public comment

Legend: Red text marks difference between 2012 AGB vs. ICANN org's copy version 2024-07-
Red and pink text with light yellow highlight marks latest proposed edits by ICANN org in version 2024-07-23
Blue text marks customization for ASP
Purple text marks customization for RSP
Black text with light green highlight marks 2012 AGB text omitted

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COMPARISON TABLE for Terms & Conditions - 2012 AGB vs Next Round ASP vs RSP Evaluation Program text out for Public Comment

	2012 AGB Module 6, Top-Level Domain Application - Terms and Conditions Version 2012-06-04	[DRAFT] Terms and Conditions Version 2024-07-23	[DRAFT] Terms and Conditions Version 2024-07-23	Notes / Remaining Concerns
	2012 AGB Module 6 [Combined]	New gTLD Program: **Next Round Applicant Support Program**	New gTLD Program: **Registry Service Provider Eval. Program**	Notes / Remaining Concerns
Cl 0.	By submitting this application through ICANN's online interface for a generic Top Level Domain (gTLD) (this application), applicant (including all parent companies, subsidiaries, affiliates, agents, contractors, employees and any and all others acting on its behalf) agrees to the following terms and conditions (these terms and conditions) without modification.

Applicant understands and agrees that these terms and conditions are binding on applicant and are a | By submitting this application for financial and non-financial support through the New gTLD Program: Next Round Applicant Support Program (the "Applicant Support Program") to ICANN through ICANN's online interface or other designated mechanism (this "Application"), applicant (including all parent companies, subsidiaries, affiliates, agents, contractors, employees and any and all others acting on its behalf) (collectively, "Applicant") agrees to the following terms and conditions (these "Terms and Conditions") without modification.

Applicant understands and agrees that these Terms and Conditions are binding on | By submitting this application for evaluation as a Registry Service Provider for a generic top-level domain (gTLD) (the "RSP Evaluation Program") to ICANN through ICANN's online interface or other designated mechanism (this "Application"), applicant (including all parent companies, subsidiaries, affiliates, agents, contractors, employees and any and all others acting on its behalf) (collectively, "Applicant") agrees to the following terms and conditions (these "Terms and Conditions") without modification.

Applicant understands and agrees that these Terms and Conditions are binding on | |

	2012 AGB Module 6 [Combined]	New gTLD Program: **Next Round Applicant Support Program**	New gTLD Program: **Registry Service Provider Eval. Program**	Notes / Remaining Concerns
	material part of this application.	Applicant and are a material part of this Application.	Applicant and are a material part of this Application.	
Cl 1.	Applicant warrants that the statements and representations contained in the application (including any documents submitted and oral statements made and confirmed in writing in connection with the application) are true and accurate and complete in all material respects, and that ICANN may rely on those statements and representations fully in evaluating this application.	Applicant warrants that the statements and representations contained in this Application (including any documents or written materials submitted in connection with the Application) are true, accurate, and complete in all material respects as of the date hereof and, as supplemented pursuant to this Section 1, throughout the application process, and that ICANN may rely on those statements and representations fully in evaluating this Application.	Applicant warrants that the statements and representations contained in this Application (including any documents or written materials submitted in connection with the Application) are true, accurate, and complete in all material respects as of the date hereof and, as supplemented pursuant to this Section 1, throughout the application process, and that ICANN may rely on those statements and representations fully in evaluating this Application.	
	Applicant acknowledges that any material misstatement or misrepresentation (or omission of material information) may cause ICANN and the evaluators to reject the application without a refund of any fees paid by Applicant.	Applicant acknowledges that any material misstatement or misrepresentation (or omission of material information) may cause ICANN and the evaluators to reject this Application.	Applicant acknowledges that any material misstatement or misrepresentation (or omission of material information) may cause ICANN and the evaluators to reject this Application without a refund of any fees paid by Applicant.	
	Applicant agrees to notify ICANN in writing of any change in	Applicant agrees to promptly notify (and in any event within 5	Applicant agrees to promptly notify (and in any event within 5	

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	circumstances that would render any information provided in the application false or misleading.	days of becoming aware of any fact or circumstance giving rise to such obligation to notify) ICANN in writing of any material inaccuracies in any documents or written materials submitted in connection with the Application and through the evaluation process, and any change in circumstances that would render any documents or written materials provided in this Application false or misleading in material respects.	days of becoming aware of any fact or circumstance giving rise to such obligation to notify) ICANN in writing of any material inaccuracies in any documents or written materials submitted in connection with the Application and through the evaluation process, and any change in circumstances that would render any documents or written materials provided in this Application false or misleading in material respects.	
Cl 2.	Applicant warrants that it has the requisite organizational power and authority to make this application on behalf of applicant, and is able to make all agreements, representations, waivers, and understandings stated in these terms and conditions and to enter into the form of registry agreement as posted with these terms and conditions.	Applicant warrants that it is duly organized, validly existing and in good standing (where such concept exists) under the laws of the jurisdiction under which it is organized, and Applicant has the requisite organizational power and authority to submit this Application on behalf of Applicant, and is able to make all agreements, representations, waivers, and understandings stated in these Terms and Conditions and to comply with the requirements of the New gTLD Program: Next Round	Applicant warrants that it is duly organized, validly existing and in good standing (where such concept exists) under the laws of the jurisdiction under which it is organized, and Applicant has the requisite organizational power and authority to submit this Application on behalf of Applicant, and is able to make all agreements, representations, waivers, and understandings stated in these Terms and Conditions and to comply with the requirements of the Registry Service Provider Evaluation	

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		Applicant Support Program Handbook (the "Handbook")	Program Handbook (the "Handbook")	
Cl 3.	Applicant acknowledges and agrees that ICANN has the right to determine not to proceed with any and all applications for new gTLDs, and that there is no assurance that any additional gTLDs will be created. The decision to review, consider and approve an application to establish one or more gTLDs and to delegate new gTLDs after such approval is entirely at ICANN's discretion. ICANN reserves the right to reject any application that ICANN is prohibited from considering under applicable law or policy, in which case any fees submitted in connection with such application will be returned to the applicant.	Applicant acknowledges that the Applicant Support Program is a component of ICANN's New gTLD Program, but that Applicant's application under the the Applicant Support Program does not constitute an application for a new gTLD. Applicant further acknowledges and agrees that ICANN has the right to determine not to proceed with any and all applications for new gTLDs, and that there is no assurance that any additional gTLDs will be created. The decision to review, consider, and approve an application to establish one or more gTLDs and to delegate new gTLDs after such approval is entirely at ICANN's discretion. Further, the decision to review, consider, and approve any application submitted to the Applicant Support Program is entirely at ICANN's discretion. Applicant acknowledges that any approval for financial and	Applicant acknowledges that the RSP Evaluation Program is a component of ICANN's New gTLD Program, but that Applicant's application under the the RSP Evaluation Program does not constitute an application for a new gTLD. Applicant further acknowledges and agrees that ICANN has the right to determine not to proceed with any and all applications for new gTLDs, and that there is no assurance that any additional gTLDs will be created. The decision to review, consider, and approve an application to establish one or more gTLDs and to delegate new gTLDs after such approval is entirely at ICANN's discretion. Further, the decision to review, consider, and approve any application submitted to the RSP Evaluation Program is entirely at ICANN's discretion.	1. JC: Refining language about the chances of ASP qualifiers

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		non-financial support through the Applicant Support Program does not constitute approval of Applicant's ultimate application for a New gTLD in the New gTLD Program. Applicant also acknowledges that the final Applicant Guidebook for the New gTLD Program ~~are~~is still being determined and that qualifying for applicant support through the Application Support Program will not be considered an endorsement of the Applicant's ultimate New gTLD application and will not increase the chances that such Applicant will be ultimately qualified or eligible for a New gTLD or awarded a new gTLD. Furthermore, Applicant acknowledges that being awarded financial or other support pursuant to the Applicant Support Program in no way increases (or decreases) the Applicant's chances of the Applicant being able to satisfy the criteria established by the New gTLD Program to operate a New gTLD.		succeeding in obtaining a gTLD. Applicant also acknowledges that the final Applicant Guidebook for the New gTLD Program ~~are~~ is still being determined and that qualifying for applicant support through the Application Support Program will ~~not~~ neither be considered an endorsement of the Applicant's ultimate New gTLD application ~~and will not increase the chances~~ nor assures ~~that~~ such Applicant ~~will be~~ of being ultimately qualified or eligible for a New gTLD or awarded a new gTLD. Furthermore, Applicant

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				acknowledges that being awarded financial or other support pursuant to the Applicant Support Program in no way ~~increases (or decreases) the Applicant's chances of~~ assures the Applicant of being able to satisfy the criteria established by the New gTLD Program to operate a New gTLD.
CI 4.	Applicant agrees to pay all fees that are associated with this application. These fees include the evaluation fee (which is to be paid in conjunction with the submission of this application), and any fees associated with the progress of the application to the extended evaluation stages of the review and consideration process with respect to the application, including any and all fees as may be required in conjunction with the dispute resolution process as set forth in	While there is no fee to apply to the Applicant Support Program, Applicant acknowledges that the intent of the Applicant Support Program is to make the New gTLD Program evaluation fees and processes accessible to entities that would like to operate a gTLD but would otherwise be unable to apply to the New gTLD Program because of financial and resource constraints. The Applicant Support Program is not intended to provide support to	Applicant agrees to pay all fees associated with this Application, including any fees associated with the progress of this Application through optional technical evaluation for certain registry services that may be offered by Applicant.	2. **Preventing abuse of intent of ASP**. JC: While we have robustly considered the aspect of lowering barriers to ASP, we must remember to also have in place terms and conditions that disallow abuse of the intent of ASP.

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	the application. Applicant acknowledges that the initial fee due upon submission of the application is only to obtain consideration of an application. ICANN makes no assurances that an application will be approved or will result in the delegation of a gTLD proposed in an application. Applicant acknowledges that if it fails to pay fees within the designated time period at any stage of the application review and consideration process, applicant will forfeit any fees paid up to that point and the application will be cancelled. Except as expressly provided in this Application Guidebook, ICANN is not obligated to reimburse an applicant for or to return any fees paid to ICANN in connection with the application process.	applying entities that were created by, are affiliated with existing gTLD Registry Operators or prospective applicants to the New gTLD Program that would not meet the criteria of the Applicant Support Program, or have sufficient ongoing funding or investment from other sources at the time this Application is submitted. Further, the Applicant Support Program is not intended to provide support to applying entities that obtain ongoing funding or investment from other sources which results in the **Applicant having assigned its rights and obligations** or **Applicant having ceded a majority in their shareholding** at the time the Applicant submits the Applicant's application for a New gTLD in the New gTLD Program and up to no less than three (3) years from ~~or~~ when ICANN proposes to delegate the new gTLD. Save that assignments following the delegation of the new gTLD that become necessary for the	Applicant acknowledges that the initial fee due upon submission of this Application is only to obtain consideration of this Application. ICANN makes no assurances that an application will be approved. Applicant acknowledges that if it fails to pay fees within the designated time period at any stage of the application review and consideration process, Applicant will forfeit any fees paid up to that point and this Application will be canceled. Except as expressly provided in the Handbook, ICANN is not obligated to reimburse Applicant, nor to return any fees paid to ICANN in connection with the application process.	At the time of ASP application submission, an eligible Applicant must show financial and resource constraints which could reasonably be overcome through getting Applicant Support. If and when it succeeds in getting Applicant Support, the Applicant would then look to raise funds - possibly through investments – and therefore will likely have undergone a change in shareholding by the time it applies for a New gTLD. However, to prevent abuse of the ASP - by an ASP qualifier being acquired by any entity or entities which itself or themselves not meet the criteria of the

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		following reasons shall be permitted: ● Assignments due to the TLD being unable to meet its financial obligations and unable to secure financing or restructure operations to carry out operations in the short-term ● Assignments due to death or retirement of a majority shareholder ● Assignments due to EBERO ● Assignments to affiliates or subsidiaries ● Assignments required by competition authorities		ASP, we need to place limits on the changes of control to the Applicant that is consistent with SubPro IG 17.17 [1] Or would the phrase "having had a change of control [a change in controlling interest] work?

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[1] Implementation Guidance 17.17: If the applicant getting Applicant Support prevails in an auction, there should be restrictions placed on the applicant from assigning the Registry Agreement, and/or from any Change of Control for a period of no less than three (3) years. This restriction seeks to prevent gaming of the Applicant Support Program whereby an applicant transfers its ownership of a registry to a third party in exchange for any form of financial gain. However, assignments that become necessary for the following reasons shall be permitted:

    ● Assignments due to the TLD being unable to meet its financial obligations and unable to secure financing or restructure operations to carry out operations in the short-term
    ● Assignments due to death or retirement of a majority shareholder
    ● Assignments due to EBERO
    ● Assignments to affiliates or subsidiaries
    ● Assignments required by competition authorities

All assignments after such time shall be governed under the then-current Registry Agreement standard provisions; provided that any Assignment or Change of Control after the third (3rd) year, but prior to the seventh (7th) year, shall require the applicant to repay the full amount of financial support received through the ASP Program, including application fees and any bid credit, multiplier, or related benefits, plus an additional ten percent (10%).

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		All assignments after such time shall be governed under the then-current Registry Agreement standard provisions; provided that any Assignment or Change of Control after the third (3rd) year, but prior to the seventh (7th) year, shall require the applicant to repay the full amount of financial support received through the ASP Program, including application fees and any bid credit, multiplier, or related benefits, plus an additional ten percent (10%). If Applicant is found to have abused the intent of the Applicant Support~~ASP~~ Program, Applicant may be excluded from participation in the New gTLD Program entirely. Before submitting this Application to participate in the ~~ASP~~Applicant Support Program, Applicant should carefully review the eligibility requirements for the ASP Program set forth in the Handbook to determine whether Applicant meets such criteria. If		

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		prior to the delegation of a new gTLD ICANN determines, in its sole discretion, that the Applicant's financial conditions have changed and the Applicant would not have qualified for the financial and non-financial support under the Applicant Support Program, then (a) at ICANN's request the Applicant will pay ICANN the full gTLD evaluation fee promptly upon request, or (b) ICANN may reject the Application without any liability or recourse to the Applicant.		3. JC: Clarity sought on (a) and (b). Is (b) meant to be the consequence of non-compliance of (a); OR Are we saying that ICANN can do (b) without first having to make a request under (a)?
Cl 5.	Applicant shall indemnify, defend, and hold harmless ICANN (including its affiliates, subsidiaries, directors, officers, employees, consultants, evaluators, and agents, collectively the ICANN Affiliated Parties) from and against any and all third party claims, damages, liabilities, costs, and expenses, including legal fees and expenses, arising out of or relating to: (a) ICANN's or an ICANN Affiliated Party's consideration of the application, and any approval	Applicant shall indemnify, defend, and hold harmless ICANN and any ICANN affiliates, subsidiaries, directors, officers, employees, consultants, evaluators, and agents, (collectively, the "ICANN Affiliated Parties") from and against any and all third-party claims, damages, liabilities, costs, and expenses, including reasonable legal fees and expenses, arising out of or relating to: (a) ICANN's or an ICANN Affiliated Party's	Applicant shall indemnify, defend, and hold harmless ICANN and any ICANN affiliates, subsidiaries, directors, officers, employees, consultants, evaluators, and agents, (collectively, the "ICANN Affiliated Parties") from and against any and all third-party claims, damages, liabilities, costs, and expenses, including reasonable legal fees and expenses, arising out of or relating to: (a) ICANN's or an ICANN Affiliated Party's	4. JC: "ICANN Affiliated Parties" is defined but who are ICANN affiliates?

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	rejection or withdrawal of the application; and/or (b) ICANN's or an ICANN Affiliated Party's reliance on information provided by applicant in the application.	consideration of this Application, and any approval, rejection, or withdrawal of this Application; and/or (b) ICANN's or an ICANN Affiliated Party's reliance on information provided by Applicant in this Application and Applicant's representations and warranties herein.	consideration of this Application, and any approval, rejection, or withdrawal of this Application; and/or (b) ICANN's or an ICANN Affiliated Party's reliance on information provided by Applicant in this Application and Applicant's representations and warranties herein.	
CI 6.	Applicant hereby releases ICANN and the ICANN Affiliated Parties from any and all claims by applicant that arise out of, are based upon, or are in any way related to, any action, or failure to act, by ICANN or any ICANN Affiliated Party in connection with ICANN's or an ICANN Affiliated Party's review of this application, investigation or verification, any characterization or description of applicant or the information in this application, any withdrawal of this application or the decision by ICANN to recommend, or not to recommend, the approval of applicant's gTLD application.	Applicant hereby releases ICANN and the ICANN Affiliated Parties from any and all claims by Applicant that arise out of, are based upon, or are in any way related to, any action, or failure to act, by ICANN or any ICANN Affiliated Party with respect to this Application including in connection with ICANN's or an ICANN Affiliated Party's review of this Application, investigation or verification, any characterization or description of Applicant or the information in this Application, any withdrawal of this Application or the decision by ICANN to recommend, or not to recommend, the approval of the application.	Applicant hereby releases ICANN and the ICANN Affiliated Parties from any and all claims by Applicant that arise out of, are based upon, or are in any way related to, any action, or failure to act, by ICANN or any ICANN Affiliated Party with respect to this Application including in connection with ICANN's or an ICANN Affiliated Party's review of this Application, investigation or verification, any characterization or description of Applicant or the information in this Application, any withdrawal of this Application or the decision by ICANN to recommend, or not to recommend, the approval of the application.	

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	APPLICANT AGREES NOT TO CHALLENGE, IN COURT OR IN ANY OTHER JUDICIAL FORA, ANY FINAL DECISION MADE BY ICANN WITH RESPECT TO THE APPLICATION, AND IRREVOCABLY WAIVES ANY RIGHT TO SUE OR PROCEED IN COURT OR ANY OTHER JUDICIAL FOR A ON THE BASIS OF ANY OTHER LEGAL CLAIM AGAINST ICANN AND ICANN AFFILIATED PARTIES WITH RESPECT TO THE APPLICATION. APPLICANT ACKNOWLEDGES AND ACCEPTS THAT APPLICANT'S NONENTITLEMENT TO PURSUE ANY RIGHTS, REMEDIES, OR LEGAL CLAIMS AGAINST ICANN OR THE ICANN AFFILIATED PARTIES IN COURT OR ANY OTHER JUDICIAL FORA WITH RESPECT TO THE APPLICATION SHALL MEAN THAT APPLICANT WILL FOREGO ANY RECOVERY OF ANY APPLICATION FEES, MONIES INVESTED IN BUSINESS INFRASTRUCTURE OR OTHER STARTUP COSTS AND ANY AND ALL PROFITS	APPLICANT AGREES NOT TO CHALLENGE, IN COURT OR IN ANY OTHER JUDICIAL FORA, ANY DECISION MADE BY ICANN WITH RESPECT TO THIS APPLICATION, AND IRREVOCABLY WAIVES ANY RIGHT TO SUE OR PROCEED IN COURT OR ANY OTHER JUDICIAL FORA ON THE BASIS OF ANY OTHER LEGAL CLAIM AGAINST ICANN AND ICANN AFFILIATED PARTIES WITH RESPECT TO THE APPLICATION. APPLICANT ACKNOWLEDGES AND ACCEPTS THAT APPLICANT'S NON-ENTITLEMENT TO PURSUE ANY RIGHTS, REMEDIES, OR LEGAL CLAIMS AGAINST ICANN OR THE ICANN AFFILIATED PARTIES IN COURT OR ANY OTHER JUDICIAL FORA WITH RESPECT TO THE APPLICATION SHALL MEAN THAT APPLICANT WILL FOREGO MONIES INVESTED IN BUSINESS INFRASTRUCTURE OR OTHER STARTUP COSTS AND ANY	APPLICANT AGREES NOT TO CHALLENGE, IN COURT OR IN ANY OTHER JUDICIAL FORA, ANY DECISION MADE BY ICANN WITH RESPECT TO THIS APPLICATION, AND IRREVOCABLY WAIVES ANY RIGHT TO SUE OR PROCEED IN COURT OR ANY OTHER JUDICIAL FORA ON THE BASIS OF ANY OTHER LEGAL CLAIM AGAINST ICANN AND ICANN AFFILIATED PARTIES WITH RESPECT TO THE APPLICATION. APPLICANT ACKNOWLEDGES AND ACCEPTS THAT APPLICANT'S NON-ENTITLEMENT TO PURSUE ANY RIGHTS, REMEDIES, OR LEGAL CLAIMS AGAINST ICANN OR THE ICANN AFFILIATED PARTIES IN COURT OR ANY OTHER JUDICIAL FORA WITH RESPECT TO THE APPLICATION SHALL MEAN THAT APPLICANT WILL FOREGO ANY RECOVERY OF ANY APPLICATION FEES, MONIES INVESTED IN BUSINESS INFRASTRUCTURE	

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	THAT APPLICANT MAY EXPECT TO REALIZE FROM THE OPERATION OF A REGISTRY FOR THE TLD; PROVIDED, THAT APPLICANT MAY UTILIZE ANY ACCOUNTABILITY MECHANISM SET FORTH IN ICANN'S BYLAWS FOR PURPOSES OF CHALLENGING ANY FINAL DECISION MADE BY ICANN WITH RESPECT TO THE APPLICATION.	AND ALL PROFITS THAT APPLICANT MAY EXPECT TO REALIZE FROM RECEIVING FINANCIAL AND NON-FINANCIAL SUPPORT TO SUBMIT AN APPLICATION FOR THE OPERATION OF A REGISTRY FOR THE GTLD; PROVIDED THAT APPLICANT MAY UTILIZE ANY ACCOUNTABILITY MECHANISM SET FORTH IN ICANN'S BYLAWS FOR PURPOSES OF CHALLENGING ANY FINAL DECISION MADE BY ICANN WITH RESPECT TO THE APPLICATION.	OR OTHER STARTUP COSTS AND ANY AND ALL PROFITS THAT APPLICANT MAY EXPECT TO REALIZE FROM THE OPERATION OF A REGISTRY SERVICES PROVIDER FOR A GTLD APPROVED THROUGH THE NEW GTLD PROGRAM; PROVIDED THAT APPLICANT MAY UTILIZE ANY ACCOUNTABILITY MECHANISM SET FORTH IN ICANN'S BYLAWS FOR PURPOSES OF CHALLENGING ANY FINAL DECISION MADE BY ICANN WITH RESPECT TO THE APPLICATION.	
	APPLICANT ACKNOWLEDGES THAT ANY ICANN AFFILIATED PARTY IS AN EXPRESS THIRD PARTY BENEFICIARY OF THIS SECTION 6 AND MAY ENFORCE EACH PROVISION OF THIS SECTION 6 AGAINST APPLICANT.	APPLICANT ACKNOWLEDGES THAT ANY ICANN AFFILIATED PARTY IS AN EXPRESS THIRD-PARTY BENEFICIARY OF THIS SECTION 6 AND MAY ENFORCE EACH PROVISION OF THIS SECTION 6 AGAINST APPLICANT.	APPLICANT ACKNOWLEDGES THAT ANY ICANN AFFILIATED PARTY IS AN EXPRESS THIRD-PARTY BENEFICIARY OF THIS SECTION 6 AND MAY ENFORCE EACH PROVISION OF THIS SECTION 6 AGAINST APPLICANT.	
CI 7.		Applicant gives ICANN permission to use Applicant's name in ICANN's public announcements (including	Applicant gives ICANN permission to use Applicant's name in ICANN's public announcements (including	5. JC: Confidentiality obligation towards ASP Applicants.

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	Applicant hereby authorizes ICANN to publish on ICANN's website, and to disclose or publicize in any other manner, any materials submitted to, or obtained or generated by, ICANN and the ICANN Affiliated Parties in connection with the application, including evaluations, analyses and any other materials prepared in connection with the evaluation of the application; provided, however, that information will not be disclosed or published to the extent that this Applicant Guidebook expressly states that such information will be kept confidential, except as required by law or judicial process.	informational web pages) relating to Applicant's Application and any action taken by ICANN related thereto. Applicant hereby authorizes ICANN to publish on ICANN's website, and to disclose or publicize in any other manner, any materials submitted to, or obtained or generated by, ICANN and the ICANN Affiliated Parties in connection with this Application, including evaluations, analyses and any other materials prepared in connection with the evaluation of this Application; provided, however, that information will not be disclosed or published to the extent that the Handbook expressly states that such information will be kept confidential, except as required by law or judicial process. Access to confidential information shall be limited to those individuals and entities who need access to complete the review process, including individuals within ICANN and any third parties conducting application	informational web pages) relating to Applicant's Application and any action taken by ICANN related thereto. Applicant hereby authorizes ICANN to publish on ICANN's website, and to disclose or publicize in any other manner, any materials submitted to, or obtained or generated by, ICANN and the ICANN Affiliated Parties in connection with this Application, including evaluations, analyses and any other materials prepared in connection with the evaluation of this Application; provided, however, that information will not be disclosed or published to the extent that the Handbook expressly states that such information will be kept confidential, except as required by law or judicial process. Access to confidential information shall be limited to those individuals and entities who need access to complete the review process, including individuals within ICANN and any third parties conducting application evaluations or providing dispute	JC: Should it not be the obligation of ICANN and the ICANN Affiliated Parties to keep all details of an ASP Applicant confidential, including the name of Applicant and should the permission given to ICANN, ICANN and the ICANN Affiliated Parties to use or publicize Applicant's name only apply after the Reveal Day for New gTLD applications? JC: The ASP Handbook does not state any information that will be kept confidential. It only says, "As noted, ASP applicants are advised not to submit information about their intended New gTLD Program

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	Except for information afforded confidential treatment, applicant understands and acknowledges that ICANN does not and will not keep the remaining portion of the application or materials submitted with the application confidential.	evaluations or providing dispute resolution or challenge/appeals services. Except for information afforded confidential treatment, Applicant understands and acknowledges that ICANN does not and will not keep the remaining portions of this Application or materials submitted with this Application confidential.	resolution or challenge/appeals services. Except for information afforded confidential treatment, Applicant understands and acknowledges that ICANN does not and will not keep the remaining portions of this Application or materials submitted with this Application confidential.	application string when applying to the ASP. This will help protect the confidentiality of applicants' business information in advance of the opening of the application submission period for the New gTLD Program: Next Round."
CI 8.	Applicant certifies that it has obtained permission for the posting of any personally identifying information included in this application or materials submitted with this application. Applicant acknowledges that the information that ICANN posts may remain in the public domain in perpetuity, at ICANN's discretion.	Applicant represents and certifies that it has ensured a legal basis, including but not limited to permissions or consents from the individuals, for the sharing and publication of any personally identifying information or personal data included in this Application or information or materials submitted with this Application, including for purposes of processing their personal data for background screening. Applicant acknowledges that the information that ICANN posts	Applicant represents and certifies that it has ensured a legal basis, including but not limited to permissions or consents from the individuals, for the sharing and publication of any personally identifying information or personal data included in this Application or information or materials submitted with this Application, including for purposes of processing their personal data for background screening. Applicant acknowledges that the information that ICANN posts may remain in the public domain	

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	Applicant acknowledges that ICANN will handle personal information collected in accordance with its gTLD Program privacy statement http://newgtlds.icann.org/en/applicants/agb/program-privacy, which is incorporated herein by this reference. If requested by ICANN, Applicant will be required to obtain and deliver to ICANN and ICANN's background screening vendor any consents or agreements of the entities and/or individuals named in questions 1-11 of the application form necessary to conduct these	may remain in the public domain for a period permitted under applicable law, including in perpetuity where necessary to satisfy its transparency obligations. Applicant confirms it has informed such individuals of the processing of their personally identifying information or personal data as required under applicable data protection laws. Applicant acknowledges that ICANN will handle personal information or data collected in accordance with its gTLD Program Privacy Statement https://newgtlds.icann.org/en/applicants/agb/program-privacy, which supplements the Privacy Policy, https://www.icann.org/privacy/policy/#5, both of which are incorporated herein by this reference. If requested by ICANN, Applicant will be required to obtain and deliver to ICANN and ICANN's background screening vendor any consents or agreements of the entities and/or individuals named in this Application necessary to conduct	for a period permitted under applicable law, including in perpetuity where necessary to satisfy its transparency obligations. Applicant confirms it has informed such individuals of the processing of their personally identifying information or personal data as required under applicable data protection laws. Applicant acknowledges that ICANN will handle personal information or data collected in accordance with its gTLD Program Privacy Statement https://newgtlds.icann.org/en/applicants/agb/program-privacy, which supplements the Privacy Policy, https://www.icann.org/privacy/policy/#5, both of which are incorporated herein by this reference. If requested by ICANN, Applicant will be required to obtain and deliver to ICANN and ICANN's background screening vendor any consents or agreements of the entities and/or individuals named in this Application necessary to conduct these background screening	

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	background screening activities. In addition, Applicant acknowledges that to allow ICANN to conduct thorough background screening investigations:	these background screening activities as permitted under applicable law. In addition, Applicant acknowledges that to allow ICANN to conduct thorough background screening investigations:	activities as permitted under applicable law. In addition, Applicant acknowledges that to allow ICANN to conduct thorough background screening investigations:	
8a	Applicant may be required to provide documented consent for release of records to ICANN by organizations or government agencies;	Applicant may be required to provide documented consent for release of records to ICANN by organizations or government agencies;	Applicant may be required to provide documented consent for release of records to ICANN by organizations or government agencies;	
8b	Applicant may be required to obtain specific government records directly and supply those records to ICANN for review;	Applicant may be required to obtain specific government records directly and supply those records to ICANN for review;	Applicant may be required to obtain specific government records directly and supply those records to ICANN for review;	
8c	Additional identifying information may be required to resolve questions of identity of individuals within the applicant organization;	Additional identifying information may be required to resolve questions of identity of individuals within the Applicant organization;	Additional identifying information may be required to resolve questions of identity of individuals within the Applicant organization;	
8d	Applicant may be requested to supply certain information in the original language as well as in English.	Applicant may be requested to supply certain information in the original language as well as in English; and	Applicant may be requested to supply certain information in the original language as well as in English; and	
		8e. Applicant may be required to obtain the permission or consent of individuals whose	8e. Applicant may be required to obtain the permission or consent of individuals whose	

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		information will be disclosed to ICANN in connection with this Application.	information will be disclosed to ICANN in connection with this Application.	
CI 9.	Applicant gives ICANN permission to use applicant's name in ICANN's public announcements (including informational web pages) relating to Applicant's application and any action taken by ICANN related thereto.	[Reserved.]	[Reserved.]	Note: This term is now incorporated in the beginning of CI 7 for both ASP and RSP.
CI10.	Applicant understands and agrees that it will acquire rights in connection with a gTLD only in the event that it enters into a registry agreement with ICANN, and that applicant's rights in connection with such gTLD will be limited to those expressly stated in the registry agreement. In the event ICANN agrees to recommend the approval of the application for applicant's proposed gTLD, applicant agrees to enter into the registry agreement with ICANN in the form published in connection with the application materials. (Note: ICANN reserves the right to make reasonable updates and	[Reserved.] Applicant understands and agrees that Applicant will not acquire any rights in connection with any new gTLD that Applicant intends to apply for and that Applicant's rights are solely in respect of this Application as set out in the Handbook. Applicant may not resell, assign, or transfer any of Applicant's rights or obligations in connection with this Application	[Reserved.] Applicant understands and agrees that Applicant will not acquire any rights in connection with any new gTLD as part of this Application that Applicant's rights are solely in respect of this Application as set out in the Handbook. Applicant may not resell, assign, or transfer any of Applicant's rights or obligations in connection with this Application.	6. JC: Need to retain some language regarding ASP Applicant acquiring no rights in connection with a gTLD. 7. JC: Need to retain language regarding non-resale, assignment of transfers of any applicant's (rights or) obligations in connection with ASP or RSP Application.

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	changes to this proposed draft agreement during the course of the application process, including as the possible result of new policies that might be adopted during the course of the application process). ==Applicant may not resell, assign, or transfer any of applicant's rights or obligations in connection with the application.==			Note: This note was replicated in Cl 14 and remains in Cl 14.
Cl 11.	Applicant authorizes ICANN to:	Applicant authorizes ICANN to:	Applicant authorizes ICANN to:	
11a	Contact any person, group, or entity to request, obtain, and discuss any documentation or other information that, in ICANN's sole judgment, may be pertinent to the application;	Contact any person, group, or entity to request, obtain, and discuss any documentation or other information that, in ICANN's sole judgment, may be pertinent to this Application; and/or	Contact any person, group, or entity to request, obtain, and discuss any documentation or other information that, in ICANN's sole judgment, may be pertinent to this Application; and/or	
11b	Consult with persons of ICANN's choosing regarding the information in the application or otherwise coming into ICANN's possession, provided, however, that ICANN will use reasonable efforts to ensure that such persons maintain the confidentiality of information in the application that this Applicant Guidebook expressly states will be	Consult with persons of ICANN's choosing regarding information in this Application or information otherwise coming into ICANN's possession, provided, however, that ICANN will use reasonable efforts to ensure that such persons maintain the confidentiality of information in this Application that the	Consult with persons of ICANN's choosing regarding information in this Application or information otherwise coming into ICANN's possession, provided, however, that ICANN will use reasonable efforts to ensure that such persons maintain the confidentiality of information in this Application that the	JC: See point 7 above.

	2012 AGB Module 6 [Combined]	New gTLD Program: **Next Round Applicant Support Program**	New gTLD Program: **Registry Service Provider Eval. Program**	Notes / Remaining Concerns
	kept confidential.	Handbook expressly states will be kept confidential.	Handbook expressly states will be kept confidential.	
CI12.	For the convenience of applicants around the world, the application materials published by ICANN in the English language have been translated into certain other languages frequently used around the world. Applicant recognizes that the English language version of the application materials (of which these terms and conditions is a part) is the version that binds the parties, that such translations are non-official interpretations and may not be relied upon as accurate in all respects, and that in the event of any conflict between the translated versions of the application materials and the English language version, the English language version controls.	For the convenience of applicants around the world, the application materials published by ICANN in the English language have been translated into certain other languages frequently used around the world. Applicant recognizes that the English language version of the application materials prepared by ICANN (of which these Terms and Conditions is a part) is the version that binds the parties, that translations of these materials are non-official interpretations and may not be relied upon as accurate in all respects, and that in the event of any conflict between the translated versions of the application materials and the English language version, the English language version controls. These Terms and Conditions shall be subject to the laws of the State of California.	For the convenience of applicants around the world, the application materials published by ICANN in the English language have been translated into certain other languages frequently used around the world. Applicant recognizes that the English language version of the application materials prepared by ICANN (of which these Terms and Conditions is a part) is the version that binds the parties, that translations of these materials are non-official interpretations and may not be relied upon as accurate in all respects, and that in the event of any conflict between the translated versions of the application materials and the English language version, the English language version controls. These Terms and Conditions shall be subject to the laws of the State of California.	

	2012 AGB Module 6 [Combined]	New gTLD Program: **Next Round Applicant Support Program**	New gTLD Program: **Registry Service Provider Eval. Program**	Notes / Remaining Concerns
Cl13.	Applicant understands that ICANN has a longstanding relationship with Jones Day, an international law firm, and that ICANN intends to continue to be represented by Jones Day throughout the application process and the resulting delegation of TLDs. ICANN does not know whether any particular applicant is or is not a client of Jones Day. To the extent that Applicant is a Jones Day client, by submitting this application, Applicant agrees to execute a waiver permitting Jones Day to represent ICANN adverse to Applicant in the matter. Applicant further agrees that by submitting its Application, Applicant is agreeing to execute waivers or take similar reasonable actions to permit other law and consulting firms retained by ICANN in connection with the review and evaluation of its application to represent ICANN adverse to Applicant in the matter.	Applicant understands that ICANN has a long-standing relationship with Jones Day, an international law firm, and that ICANN intends to continue to be represented by Jones Day throughout the application process and the resulting delegation of gTLDs. ICANN does not know whether any particular applicant is or is not a client of Jones Day. To the extent that Applicant is a Jones Day client, by submitting this Application, Applicant agrees to execute a waiver permitting Jones Day to represent ICANN adverse to Applicant with respect to this Application and any resultant new gTLD. Applicant further agrees that by submitting this Application, Applicant is agreeing to execute waivers or take similar reasonable actions to permit other law and consulting firms retained by ICANN in connection with the review and evaluation of this Application to represent ICANN adverse to Applicant in the matter.	Applicant understands that ICANN has a long-standing relationship with Jones Day, an international law firm, and that ICANN intends to continue to be represented by Jones Day throughout the application process and the resulting delegation of gTLDs. ICANN does not know whether any particular applicant is or is not a client of Jones Day. To the extent that Applicant is a Jones Day client, by submitting this Application, Applicant agrees to execute a waiver permitting Jones Day to represent ICANN adverse to Applicant with respect to this Application and any resultant new gTLD. Applicant further agrees that by submitting this Application, Applicant is agreeing to execute waivers or take similar reasonable actions to permit other law and consulting firms retained by ICANN in connection with the review and evaluation of this Application to represent ICANN adverse to Applicant in the matter.	

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CI14.	ICANN reserves the right to make reasonable updates and changes to this applicant guidebook and to the application process, including the process for withdrawal of applications, at any time by posting notice of such updates and changes to the ICANN website, including as the possible result of new policies that might be adopted or advice to ICANN from ICANN advisory committees during the course of the application process. Applicant acknowledges that ICANN may make such updates and changes and agrees that its application will be subject to any such updates and changes. In the event that Applicant has completed and submitted its application prior to such updates or changes and Applicant can demonstrate to ICANN that compliance with such updates or changes would present a material hardship to Applicant, then ICANN will work with Applicant in good faith to attempt to make reasonable accommodations in order to mitigate any negative consequences for Applicant to the extent possible consistent with	ICANN reserves the right to make reasonable updates and changes to the Handbook and to the application process, including the process for withdrawal of applications and timing considerations at any time by posting notice of such updates and changes to the ICANN website, including but not limited to as the possible result of new policies that might be adopted or advice to ICANN from ICANN advisory committees during the course of the application process. Applicant acknowledges that ICANN may make such updates and changes and agrees that this Application will be subject to any such updates and changes. In the event that Applicant has completed and submitted its Application prior to such updates or changes, and Applicant can demonstrate to ICANN that compliance with such updates or changes would present a material hardship to Applicant, then ICANN will work with Applicant in good faith to attempt to make reasonable	ICANN reserves the right to make reasonable updates and changes to the Handbook and to the application process, including the process for withdrawal of applications and timing considerations at any time by posting notice of such updates and changes to the ICANN website, including but not limited to as the possible result of new policies that might be adopted or advice to ICANN from ICANN advisory committees during the course of the application process. Applicant acknowledges that ICANN may make such updates and changes and agrees that this Application will be subject to any such updates and changes. In the event that Applicant has completed and submitted its Application prior to such updates or changes, and Applicant can demonstrate to ICANN that compliance with such updates or changes would present a material hardship to Applicant, then ICANN will work with Applicant in good faith to attempt to make reasonable accommodations in	

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	ICANN's mission to ensure the stable and secure operation of the Internet's unique identifier systems.	accommodations in order to mitigate any negative consequences for Applicant to the extent possible consistent with ICANN's mission to ensure the stable and secure operation of the Internet's unique identifier systems.	order to mitigate any negative consequences for Applicant to the extent possible consistent with ICANN's mission to ensure the stable and secure operation of the Internet's unique identifier systems.	
		15. By submitting this Application, Applicant agrees to comply with all applicable laws and regulations, including those economic, financial, and trade restrictions imposed, administered or enforced by the U.S. government, including but not limited to those administered by the Office of Foreign Assets Control (OFAC) of the U.S. Department of the Treasury ("Economic Sanctions"). Applicant also agrees to immediately notify ICANN if Applicant, or any of the persons or entities listed in this Application, become the subject of any Economic Sanctions.	15. By submitting this Application, Applicant agrees to comply with all applicable laws and regulations, including those economic, financial, and trade restrictions imposed, administered or enforced by the U.S. government, including but not limited to those administered by the Office of Foreign Assets Control (OFAC) of the U.S. Department of the Treasury ("Economic Sanctions"). Applicant also agrees to immediately notify ICANN if Applicant, or any of the persons or entities listed in this Application, become the subject of any Economic Sanctions.	8. JC: Add hyperlink to OFAC information source.

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References, related to Terms & Conditions discussions:

- SubPro IRT #52, 2 July 2024: [Agenda](#) | [Zoom Recording](#)

- SubPro IRT-ASP #20, 11 July 2024: [Agenda](#) | [Zoom Recording](#)

- SubPro IRT-ASP #22, 16 July 2024: [Agenda](#) | [Zoom Recording](#)

- SubPro IRT #56, 18 July 2024: [Agenda](#) | [Zoom Recording](#)