

Accountability and Transparency Review Team Conflicts of Interest Policy – Draft Dated 5 April 2013

ARTICLE I -- PURPOSE AND ADMINISTRATION

Section 1.1 The purpose of the Conflicts of Interest Policy (the “Policy”) is to ensure the integrity and independence of the Accountability and Transparency Review Team (the “RT”) and to ensure that the deliberations, decisions, and work product of the RT are objective, fair, and made in the interests of the global Internet community as a whole.

Section 1.2 No member of the RT, nor any person engaged by or on behalf of the RT to provide services to the RT (a “Covered Person”) may use his or her position with respect to the RT, or confidential corporate information obtained by him or her relating to ICANN, in order to achieve a financial benefit for himself or herself or for a third person, including another nonprofit or charitable organization.

Section 1.3 This Policy is intended to supplement but not to replace any applicable laws governing conflicts of interest in nonprofit and charitable corporations.

Section 1.5 The Chair of the RT shall administer and monitor compliance with this Policy, except with respect to a Potential Conflict of Interest involving the Chair, in which the Vice Chair of the RT shall administer and monitor compliance.

ARTICLE II –DEFINITIONS

As used in this Policy, the following terms shall have the meanings set forth below.

(a) A “Conflict of Interest” arises when the RT, following the procedures set forth in this Policy, determines that a Covered Person has a Potential Conflict that may in the judgment of a majority of the disinterested members of the RT, adversely impact the Covered Person’s ability to act fairly and independently and in a manner that furthers the independence, integrity, fairness, and objectivity of the work of the RT.

(b) A “Close Personal Relationship” means any relationship other than kinship, spousal or spousal equivalent that establishes a significant personal bond between the Covered Person and such other individual that in the judgment of the RT could impair the Covered Person’s ability to act fairly and independently and in a manner that furthers, or is not opposed to, the best interests of the RT and ICANN.

(c) The “Family” of any Covered Person shall include the Covered Person’s spouse; domestic partner; siblings and their spouses or domestic partners; ancestors and their spouses or domestic partners; and descendants and their spouses or domestic partners.

(d) A “Financial Interest” exists whenever a Covered Person has or is engaged in discussions to have, directly or indirectly, through business, investment, or Family: (i) an ownership or investment interest in any entity with which ICANN has an existing or proposed transaction,

contract, dispute, or other arrangement, which shall include any new gTLD applicant or entity related to a new gTLD applicant; (ii) a compensation arrangement with any entity or individual with which ICANN has a transaction, contract, dispute, or other arrangement, which shall include any new gTLD applicant or entity related to a new gTLD applicant; and (iii) a potential ownership or investment interest in, or compensation arrangement with, any entity or individual with which ICANN is negotiating a transaction, contract, dispute, or other arrangement, which shall include any new gTLD applicant or entity related to a new gTLD applicant. Compensation includes direct and indirect remuneration as well as gifts or favors that are not insubstantial. Transactions, contracts, and arrangements include grants or other donations as well as business arrangements. A Financial Interest is a Potential Conflict but is not necessarily a Conflict of Interest. A Financial Interest does not become a Conflict of Interest until the RT, following the procedures set forth in this Policy, determines that the Financial Interest constitutes a Conflict of Interest.

(e) A “Person” includes an individual, corporation, limited liability company, partnership, trust, unincorporated association, or other entity.

(f) A “Potential Conflict” means any one or more of the following: (i) a direct or indirect Financial Interest of a Covered Person or a member of a Covered Person’s Family, in a transaction, contract, dispute, or other arrangement involving or being considered by ICANN or (ii) a close personal relationship between the Covered Person, or a member of a Covered Person's Family, with an individual who is, directly or indirectly through business, investment, or Family, a party to a transaction, contract or arrangement involving or being considered by ICANN.

PROCEDURES REGARDING CONFLICTS OF INTEREST

Section 2.1 Duty to Disclose.

A Covered Person shall promptly disclose to the RT the existence of his or her Potential Conflict or the Potential Conflict of another Covered Person that may give rise to a Conflict of Interest with respect to the work of the RT. All matters identified on the Declaration of Interests and Affirmation regarding Conflicts of Interest Policy (“Declaration of Interests”) shall be considered when disclosing the existence of a Potential Conflict. Any time there is a change in circumstance that would require an update to a Covered Persons’ Declaration of Interests or would lead to the development of a new Potential Conflict, that update and further disclosure shall be made as soon as possible.

Section 2.2 Determining Whether a Conflict of Interest Exists.

(a) Any disclosure made under Section 2.1 of this Policy shall be distributed to the members of the RT.

(b) At the request of any member of the RT, the RT shall have a discussion with the Covered Person regarding the material facts with respect to the Potential Conflict and the Covered Person

may make a presentation to the RT regarding the facts, transaction, contract, dispute, or arrangement that gives rise to the Potential Conflict.

(b) Thereafter, in the absence of the Covered Person who has disclosed a Potential Conflict, disinterested members of the RT shall determine whether or not the circumstances regarding the Potential Conflict constitute a Conflict of Interest. The determination by the disinterested members in this regard is conclusive and may not be challenged by the Covered Person.

Section 2.4. Duty to Abstain

(a) No member of the RT shall vote on any matter with respect to which he or she has been determined by the RT to have a Conflict of Interest.

(b) In the event of such an abstention, the abstaining RT member shall state the reason for the abstention, which shall be noted in the notes of the meeting in which the abstention occurred.

(c) No member of the RT shall participate in deliberations on any matter in which he or she has been determined by the RT to have a Conflict of Interest.

Section 2.5 Violations of the Conflicts of Interest Policy.

(a) If any member of the RT has reasonable cause to believe a Covered Person has failed to disclose an actual or Potential Conflict of Interest, the Chair of the RT (or, if the Covered Person is the Chair, then the Vice Chair) shall inform the Covered Person, and initiate the procedures described in this Policy.

ARTICLE III-- RECORDS OF PROCEEDINGS

Section 3.1 The written or electronic records of the RT relating to Conflicts of Interest shall contain:

(a) The names of Covered Persons who disclosed or otherwise were found to have a Potential Conflict in connection with a proposed transaction, contract, or arrangement;

(b) The nature of the Potential Conflict;

(c) Any action taken to determine whether a Conflict of Interest was present;

(d) The RT's decision as to whether a Conflict of Interest in fact existed;

(e) The names of the persons who were present for discussions and votes relating to the transaction, contract, disputes, or arrangement giving rise to the Conflict of Interest;

(f) The content of the discussion; and

(g) A record of any votes taken in connection therewith.

ARTICLE IV -- STATEMENTS

Each Covered Person shall sign a statement that affirms such Covered Person: (i) has received a copy of this Policy; (ii) has read and understands this Policy; and (iii) has agreed to comply with this Policy.

Affirmation

I, _____, hereby affirm that I have received a copy of the Accountability and Transparency Review Team Conflict of Interest Policy; have read and understand the Policy; and agree to comply with the Policy.

Except as described within my Declaration of Interest I have no (i) ownership or investment interest in any entity with which ICANN has an existing or proposed transaction, contract, dispute, or other arrangement, including a pending new gTLD applicant or entity related to a new gTLD applicant; (ii) a compensation arrangement with any entity or individual with which ICANN has a transaction, contract, dispute, or other arrangement, including a pending new gTLD applicant or entity related to a new gTLD applicant; and (iii) a potential ownership or investment interest in, or compensation arrangement with, any entity or individual with which ICANN is negotiating a transaction, contract, dispute, or other arrangement, including a pending new gTLD applicant or entity related to a new gTLD applicant.

By: _____

Name: _____

Date: _____