

ARTICLE 16 POST-TRANSITION IANA ENTITY

Section 16.1. DESCRIPTION

ICANN shall maintain as a separate legal entity a California nonprofit public benefit corporation (["PTI"]) for the purpose of providing IANA services, including providing IANA naming function services pursuant to the IANA Naming Function Contract (as defined in Section 16.3(a)), as well as other services as determined by ICANN in coordination with the global internet community. ICANN shall at all times be the sole member of PTI as that term is defined in Section 5056 of the CCC ("**Member**"). For the purposes of these Bylaws, the "IANA naming function" does not include the Internet Protocol numbers and Autonomous system numbers services (as contemplated by Section 1.1(a)(iii)), the protocol ports and parameters services (as contemplated by Section 1.1(a)(iv) and the root zone maintainer function (as contemplated by Section 1.1(d)(vii)).

Section 16.2.PTI GOVERNANCE

- (a) ICANN, in its capacity as the sole Member of PTI, shall elect the directors of PTI in accordance with the articles of incorporation and bylaws of PTI and have all other powers of a sole Member under the CCC except as otherwise provided in these Bylaws.
- (b) No amendment or modification of the articles of incorporation of PTI shall be effective unless approved by the EC (pursuant to the procedures applicable to Articles Amendments described in Section ~~25.3~~25.2, as if such Article Amendment referenced therein refers to an amendment of PTI's articles of incorporation).
- (c) ICANN shall not amend or modify the bylaws of PTI in a manner that would effect any of the matters set forth in clauses (i) through (~~xiii~~xiv) below (a "**PTI Bylaw Amendment**") if such PTI Bylaw Amendment has been rejected by the EC pursuant to the procedures described in Section 16.2(e):
 - (i) any change to the corporate form of PTI to an entity that is not a California nonprofit public benefit corporation organized under the CCC or any successor statute;
 - (ii) any change in the corporate mission of PTI that is materially inconsistent with ICANN's Mission as set forth in these Bylaws;
 - (iii) any change to the status of PTI as a corporation with members;

- (iv) any change in the rights of ICANN as the sole Member of PTI, including voting, classes of membership, rights, privileges, preferences, restrictions and conditions;
 - (v) any change that would grant rights to any person or entity (other than ICANN) with respect to PTI as designators or otherwise to: (~~x~~A) elect or designate directors of PTI; or (~~y~~B) approve any amendments to the articles of incorporation or bylaws of PTI;
 - (vi) any change in the number of directors of the board of directors of PTI (the “**PTI Board**”);
 - (vii) any changes in the allocation of directors on the PTI Board between independent directors and employees of ICANN or employees of PTI or to the definition of “independent” (as used in PTI’s bylaws) for purposes of determining whether a director of PTI is independent;
 - (viii) the creation of any committee of the PTI Board with the power to exercise the authority of the PTI Board;
 - (ix) any change in the procedures for nominating independent PTI directors;
 - (x) the creation of classes of PTI directors or PTI directors with different terms or voting rights;
 - (xi) any change in PTI Board quorum requirements or voting requirements;
 - (xii) any change to the powers and responsibilities of the PTI Board or the PTI officers;
 - (xiii) any change to the rights to exculpation and indemnification that is adverse to the exculpated or indemnified party, including with respect to advancement of expenses and insurance, provided to directors, officers, employees or other agents of PTI; or
 - (xiv) any change to the requirements to amend the articles of incorporation or bylaws of PTI.
- (d) ICANN shall not take any of the following actions (together with the PTI Bylaw Amendments, “**PTI Governance Actions**”) if such PTI Governance Action has been rejected by the EC pursuant to the procedures described in Section 16.2(e).
- (i) Any resignation by ICANN as sole Member of PTI or any transfer, disposition, cession, expulsion, suspension or termination by ICANN

of its membership in PTI or any transfer, disposition, cession, expulsion, suspension or termination by ICANN of any right arising from its membership in PTI.

(ii) Any sale, transfer or other disposition of PTI's assets, other than (A) in the ordinary course of PTI's business, (B) in connection with ~~an~~ [IANA Naming Function](#) Separation Process that has been approved in accordance with Article 19 or (C) the disposition of obsolete, damaged, redundant or unused assets.

(iii) Any merger, consolidation, sale or reorganization of PTI.

(iv) Any dissolution, liquidation or winding-up of the business and affairs of PTI or the commencement of any other voluntary bankruptcy proceeding of PTI.

(e) Promptly after the Board approves a PTI Governance Action (a "**PTI Governance Action Approval**"), the Secretary shall provide a ~~Board Notice~~ [notice of the Board's decision](#) to the EC Chairs Council (~~"Board Notice"~~), which Board Notice shall enclose a copy of the PTI Governance Action that is the subject of the PTI Governance Action Approval. ICANN shall post the Board Notice on the Website promptly following the delivery of the Board Notice to the EC Chairs Council. The EC Chairs Council shall promptly notify the Decisional Participants and shall commence and comply with the procedures and requirements specified in Article 2 of Annex D.

(i) A PTI Governance Action shall become effective upon the earliest to occur of the following:

(A) A Rejection Action Petition Notice (as defined in Section 2.2(c)(i) of Annex D) is not timely delivered by the EC Chairs Council to the Secretary pursuant to and in compliance with Section 2.2(c) of Annex D, in which case the PTI Governance Action that is the subject of the PTI Governance Action Approval shall be in full force and effect as of the date immediately following the expiration of the Rejection Action Petition Period (as defined in Section 2.2(e)(ib) of Annex D) relating to such PTI Governance Action Approval ~~and the EC shall not thereafter challenge the effectiveness of such PTI Governance Action;~~

(B) A Rejection Action Supported Petition (as defined in Section 2.2(d)(i) of Annex D) is not timely delivered by the EC Chairs Council to the Secretary pursuant to and in compliance with Section 2.2(d) of Annex D, in which case the PTI Governance Action that is the subject of the PTI Governance Action Approval shall be in full force and effect as of the date immediately following the expiration of the Rejection Action Petition Support Period (as defined in Section

2.2(d)(i) of Annex D) relating to such PTI Governance Action Approval ~~and the EC shall not thereafter challenge the effectiveness of such PTI Governance Action~~; and

(C) An EC Rejection Notice (as defined in Section 2.4(b) of Annex D) is not timely delivered by the EC Chairs Council to the Secretary pursuant to and in compliance with Section 2.4 of Annex D, in which case the PTI Governance Action that is the subject of the PTI Governance Action Approval shall be in full force and effect as of the date immediately following the expiration of the Rejection Action Decision Period (as defined in Section 2.4(a) of Annex D) relating to such PTI Governance Action Approval ~~and the EC shall not thereafter challenge the effectiveness of such PTI Governance Action~~.

- (ii) A PTI Governance Action that has been rejected by the EC pursuant to and in compliance with Article 2 of Annex D shall have no force and effect, and shall be void ab initio.
- (iii) Following receipt of an EC Rejection Notice relating to a PTI Governance Action, ICANN staff and the Board shall consider the explanation provided by the EC Chairs Council as to why the EC has chosen to reject the PTI Governance Action in determining whether or not to develop a new PTI Governance Action and the ~~the~~ substance of such new PTI Governance Action, which shall be subject to the procedures of this Section 16.2.

Section 16.3. IANA NAMING FUNCTION CONTRACT

- (a) On or prior to 1 October 2016, ICANN shall enter into a contract with PTI for the performance of the IANA naming function (as it may be amended or modified, the “**IANA Naming Function Contract**”) and a related statement of work (the “**IANA Naming Function SOW**”). Except as to implement any modification, waiver or amendment to the IANA Naming Function Contract or IANA Naming Function SOW related to an IFR Recommendation or Special IFR Recommendation approved pursuant to Section 18.6 or an SCWG Recommendation approved pursuant to Section 19.4 (which, for the avoidance of doubt, shall not be subject to this Section 16.3(a)), ICANN shall not agree to modify, amend or waive any Material Terms (as defined below) of the IANA Naming Function Contract or the IANA Naming Function SOW if a majority of each of the ccNO and GNSO Councils reject the proposed modification, amendment or waiver. The following are the “**Material Terms**” of the IANA Naming Function Contract and IANA Naming Function SOW:

- (i) The parties to the IANA Naming Function Contract and IANA Naming Function SOW;
- (ii) The initial term and renewal provisions of the IANA Naming Function Contract and IANA Naming Function SOW;
- (iii) The manner in which the IANA Naming Function Contract or IANA Naming Function SOW may be terminated;
- (iv) The mechanisms that are available to enforce the IANA Naming Function Contract or IANA Naming Function SOW;
- (v) The role and responsibilities of the CSC (as defined in Section 17.1), escalation mechanisms and/or the IFR (as defined in Section 18.1);
- (vi) The IANA Naming Function Contract's provisions requiring that fees charged by PTI be based on direct costs and resources incurred by PTI;
- (vii) The IANA Naming Function Contract's prohibition against subcontracting;
- (viii) The availability of the ~~Independent Review Process~~ IRP as a point of escalation for claims of PTI's failure to meet defined service level expectations; ~~and~~
- (ix) The IANA Naming Function Contract's audit requirements; and
- (x) The requirements related to ICANN funding of PTI.

ARTICLE 17 CUSTOMER STANDING COMMITTEE

Section 17.1.DESCRPTION

ICANN shall establish a Customer Standing Committee (“**CSC**”) to monitor PTI's performance under the IANA Naming Function Contract and IANA Naming Function SOW.

The mission of the CSC is to ensure continued satisfactory performance of the IANA naming function for the ~~[direct]~~ customers of the naming services. The ~~[primary]~~ direct customers of the naming services ~~are~~ include top-level domain registry operators, but also include root server operators and other non-root zone functions. The CSC will achieve this mission through regular monitoring of the performance of the IANA naming function against the IANA Naming Function Contract and IANA Naming Function SOW and through mechanisms to engage with PTI to remedy identified areas of concern.

The CSC is not authorized to initiate a change in PTI through a Special IFR ([as defined in Section 18.1](#)), but may escalate a failure to correct an identified deficiency to the ccNSO and GNSO, which might then decide to take further action using consultation and escalation processes, which may include a Special IFR.

Section 17.2.COMPOSITION, APPOINTMENT, TERM AND REMOVAL

(a) The CSC shall consist of:

- (i) Two individuals representing gTLD registry operators appointed by the Registries Stakeholder Group;
- (ii) Two individuals representing ccTLD registry operators appointed by the ccNSO; and
- (iii) One liaison appointed by PTI.

each appointed in accordance with the rules and procedures of the appointing organization; provided that such [representatives](#) [members](#) must have direct experience and knowledge of the IANA naming function.

- (b) If so determined by the ccNSO and GNSO, the CSC may, but is not required to, include one additional member: an individual representing top-level domain registry operators that are not considered a ccTLD or gTLD, who shall be appointed by the ccNSO and the GNSO. Such representative shall be required to submit a letter of support from the registry operator it represents.
- (c) Each of the following organizations may also appoint one liaison to the CSC in accordance with the rules and procedures of the appointing organization: (i) GNSO (from the Registrars Stakeholder Group or the Non-Contracted Parties House), (ii) ALAC, (iii) either the NRO or ASO (as determined by the ASO), (iv) GAC, (v) RSSAC, (vi) SSAC and (vii) any other Supporting Organization or Advisory Committee established under these Bylaws.
- (d) The GNSO and ccNSO shall approve the initial proposed members and liaisons of the CSC, and thereafter, the ccNSO and GNSO shall approve each annual slate of members and liaisons being recommended for a new term.
- (e) The CSC members and liaisons shall select from among the CSC members who will serve as the CSC's liaison to the IFRT ([as defined in Section 18.1](#)) and any Separation Cross-Community Working Group (“**SCWG**”).

- (f) Any CSC member or liaison may be removed and replaced at any time and for any reason or no reason by the organization that appointed such member or liaison.
- (g) In addition, the Chair of the CSC may recommend that a CSC member or liaison be removed by the organization that appointed such member or liaison, upon any of the following: (a) (iA) for not attending without sufficient cause a minimum of nine CSC meetings in a one-year period (or at least 75% of all CSC meetings in a one-year period if less than nine meetings were held in such one-year period) or (iiB) if such member or liaison has been absent for more than two consecutive meetings without sufficient cause; or (bii) for grossly inappropriate behavior.
- (h) A vacancy on the CSC shall be deemed to exist in the event of the death, resignation or removal of any CSC member or liaison. Vacancies shall be filled by the organization that appointed such CSC member or liaison. The appointing organization shall provide written notice to the Secretary of its appointment to fill a vacancy, with a notification copy to the Chair of the CSC. ~~The ccNSO and GNSO shall thereafter approve the appointment of such member or liaison.~~ The organization responsible for filling such vacancy shall use its reasonable efforts to fill such vacancy within one month after the occurrence of such vacancy with an individual with a similar skill set and diversity, to the extent practicable.

Section 17.3.CSC CHARTER; PERIODIC REVIEW

- (a) The CSC shall act in accordance with its charter (the “CSC Charter”).
- (b) The effectiveness of the CSC shall be reviewed two years after the first meeting of the CSC; and then every three years thereafter. The method of review will be determined by the ccNSO and GNSO and the findings of the review will be published on the Website.
- (c) The CSC Charter shall be reviewed by a committee of representatives from the ccNSO and the Registries Stakeholder Group selected by [such organization]. This review shall commence one year after the first meeting of the CSC. Thereafter, the CSC Charter shall be reviewed by such committee of representatives at the request of the CSC, ccNSO, GNSO, the Board and/or ~~GNSO~~the PTI Board, and may also be reviewed in connection with an IFR.
- (d) Amendments to the CSC Charter shall not be effective unless ratified by the vote of a simple majority of each of the ccNSO and GNSO Councils pursuant to each such organizations’ procedures. Prior to any action by ccNSO and GNSO, any recommended changes to the CSC Charter shall be subject to a public comment period that complies with the designated practice for public comment periods within ICANN. Notwithstanding the

foregoing, to the extent any provision of an amendment to the CSC Charter conflicts with the terms of the Bylaws, the terms of the Bylaws shall control.

Section 17.4.ADMINISTRATIVE AND OPERATIONAL SUPPORT

ICANN shall provide administrative and operational support necessary for the CSC to carry out its responsibilities, including providing and facilitating remote participation in all meetings of the CSC.

ARTICLE 18IANA NAMING FUNCTION REVIEWS

Section 18.1.IANA NAMING FUNCTION REVIEW

The Board, or an appropriate committee thereof, shall cause periodic and/or special reviews (each such review, an “IFR”) of PTI’s performance of the IANA naming function against the contractual requirements set forth in the IANA Naming Function Contract and the IANA Naming Function SOW to be carried out by an [IANA Function Review Team \(“IFRT”\)](#) established in accordance with [Article 18](#), as follows:

- (a) Regularly scheduled periodic IFRs, to be conducted pursuant to [Section 18.2](#) below (“**Periodic IFRs**”); and
- (b) IFRs that are not Periodic IFRs, to be conducted pursuant to [Section 18.12](#) below (“**Special IFRs**”).

Section 18.2.FREQUENCY OF PERIODIC IFRS

- (a) The first ~~periodic~~[Periodic](#) IFR shall be convened no later than [1 October 2018].
- (b) Periodic IFRs after the first Periodic IFR shall be convened no less frequently than every five years, measured from the date the previous IFRT for a Periodic IFR was convened.
- (c) In the event a Special IFR is ongoing at the time a Periodic IFR is required to be convened under this [Section 18.2](#), the Board shall cause the convening of the Periodic IFR to be delayed if such delay is approved by the vote of (i) a supermajority of the ccNSO Council (pursuant to the ccNSO’s procedures or, if such procedures do not define a supermajority, two-thirds (2/3) of the ccNSO Council’s members) and (ii) a GNSO Supermajority. Any decision by the ccNSO and GNSO to delay a Periodic IFR must identify the period of delay, which should generally not exceed 12 months [after the completion of the Special IFR](#).

Section 18.3.IFR RESPONSIBILITIES

For each Periodic IFR, the IFRT shall:

- (a) Review and evaluate the performance of PTI against the requirements set forth in the IANA Naming Function Contract in relation to the needs of its direct customers and the expectations of the broader ICANN community, and determine whether to make any recommendations with respect to PTI's performance;
- (b) Review and evaluate the performance of PTI against the requirements set forth in the IANA Naming Function Contract and IANA Naming Function SOW;
- (c) Review the IANA Naming Function SOW and determine whether to recommend any amendments to the IANA Naming Function Contract and IANA Naming Function SOW to account for the needs of ~~gTLD and ccTLD registry operators and~~ the direct customers of the naming services and/or the community at large;
- (d) Review and evaluate the openness and transparency procedures of PTI and any oversight structures for PTI's performance, including reporting requirements and budget transparency;
- (e) Review and evaluate the performance and effectiveness of the EC with respect to actions taken by the EC, if any, with pursuant to Section 16.2, Section ~~18.5, Section~~ 18.6, Section 18.12, Section 19.1, Section 19.4, Section 22.4(b) and Annex D;
- (f) Review and evaluate the performance of the IANA naming function according to established service level expectations during the IFR period being reviewed and compared to the immediately preceding Periodic IFR period;
- (g) Review and evaluate whether there are any systemic issues that are impacting PTI's performance under the IANA Naming Function Contract and IANA Naming Function SOW;
- (h) Initiate public comment periods and other processes for community input on PTI's performance under the IANA Naming Function Contract and IANA Naming Function SOW (such public comment periods shall comply with the designated practice for public comment periods within ICANN);
- (i) Consider input from the CSC and the community on PTI's performance under the IANA Naming Function Contract and IANA Naming Function SOW;
- (j) Identify process or other areas for improvement in the performance of the IANA naming function under the IANA Naming Function Contract and IANA

Naming Function SOW and the performance of the CSC and the EC as it relates to oversight of PTI; and

- (k) Consider and assess any changes implemented since the immediately preceding IFR and their implications for the performance of PTI under the IANA Naming Function Contract and IANA Naming Function SOW.

Section 18.4. IFR REQUIRED INPUTS

In conducting an IFR, the IFRT shall review and analyze the following information:

- (a) Reports provided by PTI pursuant to the IANA Naming Function Contract and/or IANA Naming Function SOW during the IFR period being reviewed, any portion of which may be redacted [(i) that reflects privileged advice from legal counsel; (ii) includes PTI or ICANN trade secrets; (iii) where disclosure to the IFRT would otherwise constitute a breach by PTI or ICANN of a binding contractual obligation or legal requirement to which PTI or ICANN is subject; or (iv) if disclosed would present a material risk of negative impact on the security, stability or resiliency of the DNS];¹
- (b) Reports provided by the CSC in accordance with the CSC Charter during the IFR period being reviewed;
- (c) Community inputs through public consultation procedures as reasonably determined by the IFRT, including, among other things ~~as reasonably determined by the IFRT~~, public comment periods, input provided at in-person sessions during ICANN meetings, responses to public surveys related to PTI's performance under the IANA Naming Function Contract and IANA Naming Function SOW, and public inputs during meetings of the IFRT;
- (d) Recommendations for technical, process and/or other improvements relating to the mandate of the IFR provided by the CSC or the community; and
- (e) Results of any site visit conducted by the IFRT, which shall be conducted in consultation with ICANN (i) upon reasonable notice, (ii) in a manner so as to not affect PTI's performance under the IANA Naming Function Contract or the IANA Naming Function SOW and (iii) pursuant to procedures and requirements reasonably developed by ICANN and reasonably acceptable to the IFRT. Any such site visit shall be limited to matters reasonably related to the IFRT's responsibilities pursuant to Section 18.3.

Section 18.5. IFR RESULTS AND RECOMMENDATIONS

¹ [NTD: Under review by CWG.]

- (a) The results of the IFR are not limited and could include a variety of recommendations or no recommendation; provided, however, that any recommendations must directly relate to the matters discussed in Section ~~18.2(e)~~18.3 and comply with this Section ~~18.6~~18.5.
- (b) Any IFRT recommendations should identify improvements that are supported by data and associated analysis about existing deficiencies and how they could be addressed. ~~Each recommendation of the IFRT shall include proposed remedial procedures and describe how those procedures are expected to address such issues. The IFRT's report shall also propose timelines for implementing the IFRT's recommendations. The IFRT shall attempt to prioritize each of its recommendations and provide a rationale for such prioritization.~~
- (c) In any case where a recommendation of an IFRT focuses on a service specific to gTLD registry operators, no such recommendation shall be made by the IFRT in any report to the community (including any report to the Board) if opposition to such recommendation is expressed by any IFRT member appointed by the Registries Stakeholder Group. In any case where a recommendation of an IFRT focuses on a service specific to ccTLD registry operators, no such recommendation shall be made by the IFRT in any report to the community (including any report to the Board) if opposition to such recommendation is expressed by any IFRT member appointed by the ccNSO.
- (d) Notwithstanding anything herein to the contrary, the ~~IFR~~IFRT shall not have the authority to review or make recommendations relating to policy or contracting issues that are not included in the IANA Naming Function Contract or the IANA Naming Function SOW, including, without limitation, policy development, adoption processes or contract enforcement measures between contracted registries and ICANN.

Section 18.6.RECOMMENDATIONS TO AMEND THE IANA NAMING FUNCTION CONTRACT, IANA NAMING FUNCTION SOW OR CSC CHARTER

- (a) The IFRT may recommend, among other things, amendments to the IANA Naming Function Contract, IANA Naming Function SOW and/or the CSC Charter. The IFRT shall, at a minimum, take the following steps before an amendment to either the IANA Naming Function Contract, IANA Naming Function SOW or CSC Charter is proposed:
- (i) Consult with ICANN and² PTI;

² [NTD: CWG to advise.]

- (ii) Consult with the CSC;
 - (iii) Conduct a public input session for ccTLD and gTLD registry operators; and
 - (iv) Seek public comment on the amendments that are under consideration by the IFRT through a public comment period that complies with the designated practice for public comment periods within ICANN.
- (b) A recommendation of an IFRT for a Periodic IFR that would amend the IANA Naming Function Contract or IANA Naming Function SOW shall only become effective if, with respect to each such recommendation (each, an **“IFR Recommendation”**), each of the following occurs:
- (i) The IFR Recommendation has been approved by the vote of (A) a supermajority of the ccNSO Council (pursuant to the ccNSO’s procedures or, if such procedures do not define a supermajority, two-thirds (2/3) of the ccNSO Council’s members) and (B) a GNSO Supermajority;
 - (ii) After a public comment period that complies with the designated practice for public comment periods within ICANN, the Board has approved the IFR Recommendation; and
 - (iii) The EC has not rejected the IFR Recommendation pursuant to Section 18.6(c).
- (c) Promptly after the Board approves or rejects (or fails to take action with respect to) an IFR Recommendation (an **“IFR Recommendation Approval Decision”**), the Secretary shall provide a Board Notice to the EC Chairs Council, which Board Notice shall enclose a copy of the IFR Recommendation that is the subject of the IFR Recommendation Approval Decision. ICANN shall post the Board Notice on the Website promptly following the delivery of the Board Notice to the EC Chairs Council. The EC Chairs Council shall promptly notify the Decisional Participants and shall commence and comply with the procedures and requirements specified in Article 2 of Annex D.
- (i) A An IFR Recommendation Decision shall become effective final upon the earliest to occur of the following:
 - (A) A Rejection Action Petition Notice (as defined in Section 2.2(c)(i) of Annex D) is not timely delivered by the EC Chairs Council to the Secretary pursuant to and in compliance with Section 2.2(c) of Annex D, in which case the IFR Recommendation ~~that is the subject of the IFR Recommendation Approval shall be in full force and~~

~~effect~~Decision shall be final as of the date immediately following the expiration of the Rejection Action Petition Period (as defined in Section 2.2(e)(b) of Annex D) relating to such IFR Recommendation ~~Approval and the EC shall not thereafter challenge the effectiveness of such IFR Recommendation~~Decision;

(B) A Rejection Action Supported Petition (as defined in Section 2.2(d)(i) of Annex D) is not timely delivered by the EC Chairs Council to the Secretary pursuant to and in compliance with Section 2.2(d) of Annex D, in which case the IFR Recommendation ~~that is the subject of the IFR Recommendation Approval shall be in full force and effect~~Decision shall be final as of the date immediately following the expiration of the Rejection Action Petition Support Period (as defined in Section 2.2(d)(i) of Annex D) relating to such IFR Recommendation ~~Approval and the EC shall not thereafter challenge the effectiveness of such IFR Recommendation~~Decision; and

(C) An EC Rejection Notice (as defined in Section 2.4(b) of Annex D) is not timely delivered by the EC Chairs Council to the Secretary pursuant to and in compliance with Section 2.4 of Annex D, in which case the IFR Recommendation ~~that is the subject of the IFR Recommendation Approval shall be in full force and effect~~ Decision shall be final as of the date immediately following the expiration of the Rejection Action Decision Period (as defined in Section 2.4(a) of Annex D) relating to such IFR Recommendation ~~Approval and the EC shall not thereafter challenge the effectiveness of such IFR Recommendation~~Decision.

(ii) An IFR Recommendation Decision that has been rejected by the EC pursuant to and in compliance with Article 2 of Annex D shall have no force and effect, and shall be void ab initio.

(d) For the avoidance of doubt, Section 18.6(c) shall not apply when the Board acts ~~(or fails to act)~~ in a manner that is consistent with an IFR Recommendation unless such IFR Recommendation relates to ~~an~~ IANA Naming Function Separation Process as described in Section 19.

(e) Timelines for implementing any amendments to the IANA Naming Function Contract or IANA Naming Function SOW shall be reasonably agreed between the IFRT, ICANN and PTI.

(f) A recommendation of an IFRT that would amend the CSC Charter shall only become effective if approved pursuant to Section 17.3(d).

Section 18.7.COMPOSITION OF IFR TEAMS

Each IFRT shall consist of the following members ~~or~~and liaisons to be appointed in accordance with the rules and procedures of the appointing organization:

- (a) Two representatives appointed by the ccNSO from its ccTLD registry operator representatives;
- (b) One non-ccNSO ccTLD representative who is associated with a ccTLD registry operator that is not a representative of the ccNSO, appointed by the ccNSO; it is strongly recommended that the ccNSO consult with the regional ccTLD organizations (i.e., AfTLD, APTLD, LACTLD, and CENTR)³ in making its recommendation;
- (c) Two representatives appointed by the Registries Stakeholder Group;
- (d) One representative appointed by the Registrars Stakeholder Group;
- (e) One representative appointed by the Commercial Stakeholder Group;
- (f) One representative appointed by the Non-Commercial Stakeholder Group;
- (g) One representative appointed by the GAC;
- (h) One representative appointed by the SSAC;
- (i) One representative appointed by the RSSAC;
- (j) One representative appointed by the ALAC;
- (k) One liaison appointed by the CSC;
- (l) One liaison who may be appointed by the ASO; and
- (m) One liaison who may be appointed by the IAB.
- (n) The IFRT shall also include an unlimited number of non-member, non-liaison participants.
- (o) The IFRT shall not be a standing body. A new IFRT shall be constituted for each IFR and the IFRT shall automatically dissolve following the end of the process for ~~approving~~finalizing such IFRT's IFR Recommendations pursuant to Section 18.6.

Section 18.8.MEMBERSHIP; ELECTION OF CO-CHAIRS, AND LIAISONS

- (a) All candidates for appointment to the IFRT as a member or liaison shall submit an expression of interest to the organization that would appoint such

³ [\[NTD: ICANN Legal to consider defining these terms.\]](#)

- candidate as a member or liaison to the IFRT, which shall state: (i) why the candidate is interested in becoming involved in the IFRT, (ii) what particular skills the candidate would bring to the IFRT, (iii) the candidate's knowledge of the IANA functions, (iv) the candidate's understanding of the purpose of the IFRT, and (v) that the candidate understands the time necessary to participate in the IFR process and can commit to the role.
- (b) Members, liaisons and participants of the IFRT shall disclose to ICANN and the IFRT any conflicts of interest with a specific complaint or issue under review. The IFRT may exclude from the discussion of a specific complaint or issue any member deemed by the majority of IFRT members to have a conflict of interest. The co-chairs of the IFRT shall record any such conflict of interest in the minutes of the IFRT.
 - (c) To the extent reasonably possible, the appointing organizations for the IFRT members and liaisons shall work together to achieve an IFRT that is balanced for diversity (including functional, geographic and cultural) and skill, and should seek to broaden the number of individuals participating across the various reviews; provided, that the IFRT should include members from each ICANN Geographic Region, and the ccNSO and Registries Stakeholder Group shall not appoint multiple members who are citizens of countries from the same ICANN Geographic Region.
 - (d) The IFRT shall be led by two co-chairs: one appointed by the GNSO from one of the GNSO IFRT members and one appointed by the ccNSO from one of the ccTLD IFR members.
 - (e) The PTI Board shall select a PTI staff member to serve as a point of contact to facilitate formal lines of communication between the IFRT and PTI. The Board shall select an ICANN staff member to serve as a point of contact to facilitate formal lines of communication between the IFRT and ICANN.
 - (f) Liaisons to the IFRT are not members of or entitled to vote ~~at~~on any matters before the IFRT, but otherwise are entitled to participate on equal footing with members of the IFRT.
 - (g) Other participants are entitled to participate in the IFRT, but are not entitled to vote.
 - (h) Removal and replacement of IFRT members and liaisons.
 - (i) The IFRT members and liaisons may be removed from the IFRT by their respective appointing organization at any time upon such organization providing written notice to the Secretary and the co-chairs of the IFRT.

- (ii) [A vacancy on the IFRT shall be deemed to exist in the event of the death, resignation or removal of any IFRT member or liaison. Vacancies shall be filled by the organization that appointed such IFRT member or liaison. The appointing organization shall provide written notice to the Secretary of its appointment to fill a vacancy, with a notification copy to the IFRT co-chairs. The organization responsible for filling such vacancy shall use its reasonable efforts to fill such vacancy within one month after the occurrence of such vacancy.] [with an individual with a similar skill set and diversity, to the extent practicable.](#)

Section 18.9.MEETINGS

- (a) All actions of the IFRT shall be taken by consensus of the IFRT, which is where [no more than](#) a small minority disagrees, but most agree. If consensus cannot be reached with respect to a particular issue, actions by the majority of all of the members of the IFRT shall be the action of the IFRT.
- (b) Any members of the IFRT not in favor of an action (whether as a result of voting against a matter or objecting to the consensus position) may record a minority dissent to such action, which shall be included in the IFRT minutes and/or report, as applicable.
- (c) IFRT meetings, deliberations and other working procedures shall be open to the public and conducted in a transparent manner to the fullest extent possible.
- (d) The IFRT shall transmit minutes of its meetings to the Secretary, who shall cause those minutes to be posted to the Website as soon as practicable following each IFRT meeting. Recordings and transcripts of meetings, as well as mailing lists, shall also be posted to the Website.

Section 18.10.COMMUNITY REVIEWS AND REPORTS

- (a) The IFRT shall seek community input as to the issues relevant to the IFR through one or more public comment periods that shall comply with the designated practice for public comment periods within ICANN and through discussions during ICANN's public meetings in developing and finalizing its recommendations and any report.
- (b) The IFRT shall provide a draft report of its findings and recommendations to the community for public comment. The public comment period is required to comply with the designated practice for public comment periods within ICANN.

- (c) After completion of the IFR, the IFRT shall submit its final report containing its findings and recommendations to the Board. ICANN shall thereafter promptly post the IFRT's final report on the Website.

Section 18.11. ADMINISTRATIVE AND OPERATIONAL SUPPORT

ICANN shall provide administrative and operational support necessary for each IFRT to carry out its responsibilities, including providing and facilitating remote participation in all meetings of the IFRT.

Section 18.12. SPECIAL IFRS

- (a) A Special IFR may be initiated outside of the cycle for the Periodic IFRs to address any deficiency, problem or other issue that has adversely affected PTI's performance under the IANA Naming Function Contract and IANA Naming Function SOW (a "**PTI Performance Issue**"), following the satisfaction of each of the following conditions:
- (i) The Remedial Action Procedures of the CSC set forth in the IANA Naming Function Contract shall have been followed and failed to correct the PTI Performance Issue and the outcome of such procedures shall have been reviewed by the ccNSO and GNSO according to each organization's respective operating procedures;
 - (ii) The IANA Problem Resolution Process set forth in the IANA Naming Function Contract shall have been followed and failed to correct the PTI Performance Issue and the outcome of such process shall have been reviewed by the ccNSO and GNSO according to each organization's respective operating procedures;
 - (iii) The ccNSO and GNSO shall ~~consider~~ have considered the outcomes of the processes set forth in the preceding clauses (i) and (ii) and shall ~~conduct~~ have conducted meaningful consultation with the other Supporting Organizations and Advisory Committees with respect to the PTI Performance Issue and whether or not to initiate a Special IFR; and
 - (iv) After a public comment period that complies with the designated practice for public comment periods within ICANN, if a public comment period is requested by the ccNSO and the GNSO, a Special IFR shall have been approved by the vote of ~~(a)~~ A a supermajority of the ccNSO Council (pursuant to the ccNSO's procedures or if such procedures do not define a supermajority, two-thirds (2/3) of the Council members) and ~~(b)~~ B a GNSO Supermajority.

- (b) Each Special IFR shall be conducted by an IFRT and shall follow the same procedures and requirements applicable to Periodic IFRs as set forth in this Section 18, except that:
- (i) The scope of the Special IFR and the related inputs that are required to be reviewed by the IFRT shall be focused primarily on the PTI Performance Issue, its implications for overall IANA naming function performance by PTI and how to resolve the PTI Performance Issue;
 - (ii) The IFRT shall review and analyze the information that is relevant to the scope of the Special IFR; and
 - (iii) Each recommendation of the IFRT relating to the Special IFR, including but not limited to any recommendation to initiate ~~a~~ an IANA Naming Function Separation Process (as defined in Section 19.1), ~~{~~ must be related to remediating the PTI Performance Issue ~~}~~ or other PTI performance issue that is related to the IFRT responsibilities set forth in Section 18.3, shall include proposed remedial procedures and describe how those procedures are expected to address the PTI Performance Issue or other relevant PTI performance issue.
- (c) A recommendation of an IFRT for a Special IFR shall only become effective if, with respect to each such recommendation (each, a “**Special IFR Recommendation**”), each of the following occurs:
- (i) The Special IFR Recommendation has been approved by the vote of (A) a supermajority of the ccNSO Council (pursuant to the ccNSO’s procedures or, if such procedures do not define a supermajority, two-thirds (2/3) of the ccNSO Council’s members) and (B) a GNSO Supermajority;
 - (ii) After a public comment period that complies with the designated practice for public comment periods within ICANN, the Board has approved the Special IFR Recommendation; and
 - (iii) The EC has not rejected the decision of the Board with respect to the Special IFR Recommendation pursuant to the procedures described in Section 18.12(d) below.
- (d) Promptly after the Board approves or rejects (or fails to take action with respect to) a Special IFR Recommendation (a “**Special IFR Recommendation Approval Decision**”), the Secretary shall provide a Board Notice to the EC Chairs Council, which Board Notice shall enclose a copy of the Special IFR Recommendation that is the subject of the Special IFR Recommendation Approval Decision. ICANN shall post the Board Notice on the Website promptly following the delivery of the Board Notice to the EC Chairs Council. The EC Chairs Council shall promptly notify the

Decisional Participants and shall commence and comply with the procedures and requirements specified in Article 2 of Annex D.

- (i) A Special IFR Recommendation Decision shall become ~~effective~~final upon the earliest to occur of the following:

(A) A Rejection Action Petition Notice (as defined in Section 2.2(c)(i) of Annex D) is not timely delivered by the EC Chairs Council to the Secretary pursuant to and in compliance with Section 2.2(c) of Annex D, in which case the Special IFR Recommendation ~~that is the subject of the Special IFR Recommendation Approval shall be in full force and effect~~Decision shall be final as of the date immediately following the expiration of the Rejection Action Petition Period (as defined in Section 2.2(e)(ib) of Annex D) relating to such Special IFR Recommendation ~~Approval and the EC shall not thereafter challenge the effectiveness of such Special IFR Recommendation~~Decision;

(B) A Rejection Action Supported Petition (as defined in Section 2.2(d)(i) of Annex D) is not timely delivered by the EC Chairs Council to the Secretary pursuant to and in compliance with Section 2.2(d) of Annex D, in which case the Special IFR Recommendation ~~that is the subject of the Special IFR Recommendation Approval shall be in full force and effect~~Decision shall be final as of the date immediately following the expiration of the Rejection Action Petition Support Period (as defined in Section 2.2(d)(i) of Annex D) relating to such Special IFR Recommendation ~~Approval and the EC shall not thereafter challenge the effectiveness of such Special IFR Recommendation~~Decision; and

(C) An EC Rejection Notice (as defined in Section 2.4(b) of Annex D) is not timely delivered by the EC Chairs Council to the Secretary pursuant to and in compliance with Section 2.4 of Annex D, in which case the Special IFR Recommendation ~~that is the subject of the Special IFR Recommendation Approval shall be in full force and effect~~Decision shall be final as of the date immediately following the expiration of the Rejection Action Decision Period (as defined in Section 2.4(a) of Annex D) relating to such Special IFR Recommendation ~~Approval and the EC shall not thereafter challenge the effectiveness of such Special IFR Recommendation~~Decision.

- (ii) A Special IFR Recommendation Decision that has been rejected by the EC pursuant to and in compliance with Article 2 of Annex D shall have no force and effect, and shall be void ab initio.

- (e) For the avoidance of doubt, Section 18.12(d) shall not apply when the Board acts ~~(or fails to act)~~ in a manner that is consistent with a Special IFR

Recommendation unless such Special IFR Recommendation relates to [an IANA Naming Function](#) Separation Process as described in [Section 19](#).

Section 18.13. PROPOSED SEPARATION PROCESS

The IFRT conducting either a Special IFR or Periodic IFR may, upon conclusion of a Special IFR or Periodic IFR, as applicable, determine that [an IANA Naming Function](#) Separation Process is necessary and, if so, it shall recommend the creation of an SCWG pursuant to [Article 19](#).

ARTICLE 19 IANA NAMING FUNCTION SEPARATION PROCESS

Section 19.1. ESTABLISHING AN SCWG

- (a) An “**IANA Naming Function Separation Process**” is the process initiated in accordance with this [Article 19](#) pursuant to which PTI may cease to perform the IANA naming function including, without limitation, the initiation of a request for proposal to select an operator to perform the IANA naming function instead of PTI (“**IANA Naming Function RFP**”), the selection of an IANA naming function operator other than PTI, termination or non-renewal of the IANA Naming Function Contract, and/or divestiture, or other reorganization of PTI by ICANN.
- (b) The Board shall establish an SCWG if each of the following occurs:
- (i) The IFRT conducting either a Special IFR or Periodic IFR, upon conclusion of a Special IFR or Periodic IFR, as applicable, has recommended that an IANA Naming Function Separation Process is necessary and has recommended the creation of an SCWG;
 - (ii) The creation of the SCWG has been approved by the vote of (A) a supermajority of the ccNSO Council (pursuant to the ccNSO’s procedures or, if such procedures do not define a supermajority, two-thirds (2/3) of the ccNSO Council’s members) and (B) a GNSO Supermajority;
 - (iii) After a public comment period that complies with the designated practice for public comment periods within ICANN, the Board has approved the creation of the SCWG ~~(an “**SCWG Creation Approval**”).~~ A determination by the Board to not approve the creation of an SCWG, where such creation has been approved by the ccNSO and GNSO Councils pursuant to [Section 19.1\(b\)\(ii\)](#), shall require a vote of at least two-thirds (2/3) of the Board and the Board shall follow the same consultation procedures set forth in [Section 9](#) of [Annex A](#) of these Bylaws that relate to Board rejection of a PDP Recommendation that is supported by a GNSO Supermajority; and

(iv) The EC has not rejected the decision of the Board with respect to the creation of an SCWG, including any decision to not approve the creation of an SCWG or failure by the Board to take action with respect to such matter, pursuant to the procedures described in Section 19.1(c) below.

(c) Promptly after the Board approves ~~a or rejects~~ (or fails to take action with respect to) a recommendation to form an SCWG that has been approved by the ccNSO and GNSO Councils pursuant to Section 19.1(b)(ii) (an “SCWG Creation Approval Decision”), the Secretary shall provide a Board Notice to the EC Chairs Council, which Board Notice shall enclose a copy of the SCWG Creation Approval Decision. ICANN shall post the Board Notice on the Website promptly following the delivery of the Board Notice to the EC Chairs Council. The EC Chairs Council shall promptly notify the Decisional Participants and shall commence and comply with the procedures and requirements specified in Article 2 of Annex D.

(i) An SCWG Creation Approval Decision shall become effective final upon the earliest to occur of the following:

(A) A Rejection Action Petition Notice (as defined in Section 2.2(c)(i) of Annex D) is not timely delivered by the EC Chairs Council to the Secretary pursuant to and in compliance with Section 2.2(c) of Annex D, in which case the ~~creation of the SCWG that is the subject of the~~ SCWG Creation Approval Decision shall be ~~in full force and effect final~~ as of the date immediately following the expiration of the Rejection Action Petition Period (as defined in Section 2.2(e)(ib) of Annex D) relating to such SCWG Creation ~~Approval and the EC shall not thereafter challenge the effectiveness of the creation of such~~ SCWG Decision;

(B) A Rejection Action Supported Petition (as defined in Section 2.2(d)(i) of Annex D) is not timely delivered by the EC Chairs Council to the Secretary pursuant to and in compliance with Section 2.2(d) of Annex D, in which case the ~~creation of the SCWG that is the subject of the~~ SCWG Creation Approval Decision shall be ~~in full force and effect final~~ as of the date immediately following the expiration of the Rejection Action Petition Support Period (as defined in Section 2.2(d)(i) of Annex D) relating to such ~~Special IFR Recommendation Approval and the EC shall not thereafter challenge the effectiveness of the creation of such~~ SCWG Creation Decision; and

(C) An EC Rejection Notice (as defined in Section 2.4(b) of Annex D) is not timely delivered by the EC Chairs Council to the Secretary pursuant to and in compliance with Section 2.4 of Annex D, in which case ~~creation of the SCWG that is the subject of the~~ SCWG Creation Approval Decision shall be ~~in full force and effect final~~ as of the date

immediately following the expiration of the Rejection Action Decision Period (as defined in [Section 2.4\(a\)](#) of Annex D) relating to such SCWG Creation ~~Approval and the EC shall not thereafter challenge the effectiveness of the creation of such SCWG~~[Decision](#).

- (ii) An SCWG Creation ~~Approval~~[Decision](#) that has been rejected by the EC pursuant to and in compliance with [Article 2](#) of Annex D shall have no force and effect, and shall be void ab initio.

Section 19.2.SCWG RESPONSIBILITIES

The responsibilities of the SCWG shall be as follows:

- (a) The SCWG shall determine how to resolve the PTI Performance Issue(s) which the IFRT that conducted the Special IFR identified as triggering formation of this SCWG.
- (b) If the SCWG recommends the issuance of an IANA Naming Function RFP, the SCWG shall:
 - (i) Develop IANA Naming Function RFP guidelines and requirements for the performance of the IANA naming function, in a manner consistent with ICANN's publicly available procurement guidelines (as in effect immediately prior to the formation of the SCWG); and
 - (ii) Solicit input from ICANN and the global internet community on requirements to plan and participate in the IANA Naming Function RFP process.
- (c) If ~~pursuant to [Section 19.4\(c\)](#) below,~~ an SCWG Recommendation to issue the IANA Naming Function RFP is approved [pursuant to \[Section 19.4\\(b\\)\]\(#\) and the EC does not reject the relevant \[SCWG Recommendation Decision pursuant to \\[Section 19.4\\\(c\\\)\\]\\(#\\),\]\(#\)](#) the SCWG, in consultation with ICANN, shall:
 - (i) Issue the IANA Naming Function RFP;
 - (ii) Review responses from interested candidates to the IANA Naming Function RFP, which may be received from PTI and/or any other entity or person; and
 - (iii) Recommend the entity that ICANN should contract with to perform the IANA naming function.
- (d) If the SCWG recommends an IANA ~~naming function~~[Naming Function](#) Separation Process other than the issuance of an IANA Naming Function RFP, the SCWG shall develop recommendations to be followed with respect to that process and its implementation consistent with the terms of

this Article 19. The SCWG shall monitor and manage the implementation of such IANA Naming Function Separation Process.

Section 19.3.COMMUNITY REVIEWS AND REPORTS

- (a) The SCWG shall seek community input through one or more public comment periods (such public comment period shall comply with the designated practice for public comment periods within ICANN) and may recommend discussions during ICANN's public meetings in developing and finalizing its recommendations and any report.
- (b) The SCWG shall provide a draft report of its findings and recommendations to the community after convening of the SCWG, which such draft report will be posted for public comment on the Website. The SCWG may post additional drafts of its report for public comment until it has reached its final report.
- (c) After completion of its review, the SCWG shall submit its final report containing its findings and recommendations to the Board. ICANN shall promptly post the SCWG's final report on the Website.

Section 19.4.SCWG RECOMMENDATIONS

- (a) The recommendations of the SCWG are not limited and could include a variety of recommendations or a recommendation that no action is required; provided, however, that any recommendations must directly relate to the matters discussed in Section 19.2 and comply with this Section 19.4.
- (b) ~~ICANN shall not implement an SCWG recommendation (including a Names RFP Recommendation (as defined below~~ an SCWG recommendation to issue an IANA Naming Function RFP) unless, with respect to each such recommendation (each, an "**SCWG Recommendation**"), each of the following occurs:
 - (i) The SCWG Recommendation has been approved by the vote of (A) a supermajority of the ccNSO Council (pursuant to the ccNSO's procedures or, if such procedures do not define a supermajority, two-thirds (2/3) of the ccNSO Council's members) and (B) a GNSO Supermajority;
 - (ii) After a public comment period that complies with the designated practice for public comment periods within ICANN, the Board has approved the SCWG Recommendation ~~(an "SCWG Recommendation Approval")~~. A determination by the Board to not approve an SCWG Recommendation, where such SCWG Recommendation has been approved by the ccNSO and GNSO Councils pursuant to Section 19.4(b)(iii), shall require a vote of at

least two-thirds (2/3) of the Board and the Board shall follow the same consultation procedures set forth in Section 9 of Annex A of these Bylaws that relate to Board rejection of a PDP Recommendation that is supported by a GNSO Supermajority; and

(iii) The EC has not rejected the decision of the Board with respect to the SCWG Recommendation, including any decision to not approve the SCWG Recommendation or failure by the Board to take action with respect to such matter, pursuant to the procedures described in Section 19.4(c) below.

(c) Promptly after the Board approves ~~or rejects (or fails to take action with respect to) an~~ SCWG Recommendation ~~Approval~~that has been approved by the ccNSO and GNSO Councils pursuant to Section 19.4(b)(i) (an “SCWG Recommendation Decision”), the Secretary shall provide a Board Notice to the EC Chairs Council, which Board Notice shall enclose a copy of the SCWG Recommendation that is the subject of the SCWG Recommendation ~~Approval~~Decision. ICANN shall post the Board Notice on the Website promptly following the delivery of the Board Notice to the EC Chairs Council. The EC Chairs Council shall promptly notify the Decisional Participants and shall commence and comply with the procedures and requirements specified in Article 2 of Annex D.

(i) ~~A~~An SCWG Recommendation Decision shall become ~~effective~~final upon the earliest to occur of the following:

(A) A Rejection Action Petition Notice (as defined in Section 2.2(c)(i) of Annex D) is not timely delivered by the EC Chairs Council to the Secretary pursuant to and in compliance with Section 2.2(c) of Annex D, in which case the SCWG Recommendation ~~that is the subject of the SCWG Recommendation Approval shall be in full force and effect~~Decision shall be final as of the date immediately following the expiration of the Rejection Action Petition Period (as defined in Section 2.2(e)(b) of Annex D) relating to such SCWG Recommendation ~~Approval and the EC shall not thereafter challenge the effectiveness of such SCWG Recommendation~~Decision;

(B) A Rejection Action Supported Petition (as defined in Section 2.2(d)(i) of Annex D) is not timely delivered by the EC Chairs Council to the Secretary pursuant to and in compliance with Section 2.2(d) of Annex D, in which case the SCWG Recommendation ~~that is the subject of the SCWG Recommendation Approval shall be in full force and effect~~Decision shall be final as of the date immediately following the expiration of the Rejection Action Petition Support Period (as defined in Section 2.2(d)(i) of Annex D) relating to such SCWG

Recommendation ~~Approval and the EC shall not thereafter challenge the effectiveness of such SCWG Recommendation~~Decision; and

(C) An EC Rejection Notice (as defined in Section 2.4(b) of Annex D) is not timely delivered by the EC Chairs Council to the Secretary pursuant to and in compliance with Section 2.4 of Annex D, in which case the SCWG Recommendation ~~that is the subject of the SCWG Recommendation Approval shall be in full force and effect~~Decision shall be final as of the date immediately following the expiration of the Rejection Action Decision Period (as defined in Section 2.4(a) of Annex D) relating to such SCWG Recommendation ~~Approval and the EC shall not thereafter challenge the effectiveness of such SCWG Recommendation~~Decision.

(ii) ~~A~~An SCWG Recommendation Decision that has been rejected by the EC pursuant to and in compliance with Article 2 of Annex D shall have no force and effect, and shall be void ab initio.

(d) ICANN shall absorb the costs relating to recommendations made by the SCWG, including, without limitation, costs related to the process of selecting or potentially selecting a new operator for the IANA naming function and the operating costs of the successor operator that are necessary for the successor operator's performance of the IANA naming function as ICANN's independent contractor. ICANN shall not be authorized to raise fees from any TLD registry operators to cover the costs associated with implementation of any SCWG Recommendations that specifically relate to the transition to a successor operator. For avoidance of doubt, this restriction shall not apply to collecting appropriate fees necessary to maintain the ongoing performance of the IANA naming function, including those relating to the operating costs of the successor operator.

(e) In the event that (i) an SCWG Recommendation that selects an entity (other than PTI) as a new operator of the IANA naming function is approved pursuant to Section 19.4(b) and (ii) the EC does not reject ~~such~~the relevant SCWG Recommendation Decision pursuant to Section 19.4(c), ICANN shall enter into a contract with the new operator on substantially the same terms recommended by the SCWG and approved as part of such SCWG Recommendation (~~"Successor IANA Naming Function Contract"~~).

(f) As promptly as practical following the ~~approval of~~ an SCWG Recommendation Decision becoming final in accordance with this Section 19.4, ICANN shall take all steps reasonably necessary to effect such ~~approved~~ SCWG Recommendation Decision as soon as practicable.

Section 19.5.SCWG COMPOSITION

(a) ~~The SCWG shall select and appoint members in accordance with their own rules and procedures.~~ Each SCWG shall consist of the following members and liaisons to be appointed in accordance with the rules and procedures of the appointing organization:

- (i) Two representatives appointed by the ccNSO from its ccTLD registry operator representatives;
- (ii) One non-ccNSO ccTLD representative who is associated with a ccTLD registry operator that is not a representative of the ccNSO, appointed by the ccNSO; it is strongly recommended that the ccNSO consult with the regional ccTLD organizations (i.e., AfTLD, APTLD, LACTLD and CENTR) in making its appointment;
- (iii) Three representatives appointed by the Registries Stakeholder Group;
- (iv) One representative appointed by the Registrars Stakeholder Group;
- (v) One representative appointed by the Commercial Stakeholder Group;
- (vi) One representative appointed by the Non-Commercial Stakeholder Group;
- (vii) One representative appointed by the GAC;
- (viii) One representative appointed by the SSAC;
- (ix) One representative appointed by the RSSAC;
- (x) One representative appointed by the ALAC;
- (xi) One liaison appointed by the CSC;
- (xii) One liaison appointed by the IFRT that conducted the Special IFR or ~~periodic~~Periodic IFR, as applicable, that recommended the creation of the SCWG, who shall be named in the IFRT's recommendation to convene the Special IFR;
- (xiii) One liaison who may be appointed by the ASO;
- (xiv) One liaison who may be appointed by the IAB; and
- (xv) One liaison who may be appointed by the Board.
- (xvi) The SCWG may also include an unlimited number of non-member, non-liaison participants.

- (b) All candidates for appointment to the SCWG as a member or liaison shall submit an expression of interest to the organization that would appoint such candidate as a member or liaison, which shall state (i) why the candidate is interested in becoming involved in the SCWG, (ii) what particular skills the candidate would bring to the SCWG, (iii) the candidate's knowledge of the IANA naming function, (iv) the candidate's understanding of the purpose of the SCWG, and (v) that the candidate understands the time necessary to participate in the SCWG process and can commit to the role.
- (c) Members and liaisons of the SCWG shall disclose to ICANN and the SCWG any conflicts of interest with a specific complaint or issue under review. The SCWG may exclude from the discussion of a specific complaint or issue any member, liaison or participant deemed by the majority of SCWG members to have a conflict of interest. The co-chairs of the SCWG shall record any such conflict of interest in the minutes of the SCWG.
- (d) To the extent reasonably possible, the appointing organizations for SCWG members and liaisons shall work together to:
 - (i) achieve an SCWG that is balanced for diversity (including functional, geographic and cultural) and skill, and should seek to broaden the number of individuals participating across the various reviews; provided, that the SCWG should include members from each ICANN Geographic Region, and the ccNSO and Registries Stakeholder Group shall not appoint multiple members who are citizens of countries from the same ICANN Geographic Region;
 - (ii) ensure that the SCWG is comprised of individuals who are different from those individuals who comprised the IFRT that conducted the Special IFR or Periodic IFR, as applicable, that recommended the creation of the SCWG, other than the liaison to the IFRT appointed by the CSC; and
 - (iii) ~~seek to appoint at least [four] persons~~ as representatives of the SCWG as many individuals as possible with experience managing or participating in ~~the~~ RFP processes].
- (e) ICANN shall select an ICANN staff member and a PTI staff member to serve as points of contact to facilitate formal lines of communication between the SCWG and ICANN and the SCWG and PTI. Communications between the SCWG and the ICANN and PTI points of contact shall be communicated by the SCWG co-chairs.
- (f) The SCWG shall not be a standing body. Each SCWG shall be constituted when and as required under these Bylaws and shall dissolve following the

end of the process for approving and finalizing such SCWG's SCWG Recommendations pursuant to Section 19.4(c).

Section 19.6.ELECTION OF CO-CHAIRS AND LIAISONS

- (a) The SCWG shall be led by two co-chairs: one appointed by the GNSO from one of the members appointed pursuant to clauses (iii)-(iv) of Section 19.5(a) and one appointed by the ccNSO from one of the members appointed pursuant to clauses (i)-(ii) of Section 19.5(a).
- (b) Liaisons to the SCWG shall not be members of or entitled to vote on any matters before the SCWG, but otherwise shall be entitled to participate on equal footing with SCWG members.
- (c) Removal and replacement of SCWG members and liaisons.
 - (i) The SCWG members and liaisons may be removed from the SCWG by their respective appointing organization at any time upon such organization providing written notice to the Secretary and the co-chairs of the SCWG.
 - (ii) A vacancy on the SCWG shall be deemed to exist in the event of the death, resignation or removal of any SCWG member or liaison. Vacancies shall be filled by the organization that appointed such SCWG member or liaison. The appointing organization shall provide written notice to the Secretary of its appointment to fill a vacancy, with a notification copy to the SCWG co-chairs. The organization responsible for filling such vacancy shall use its reasonable efforts to fill such vacancy within one month after the occurrence of such vacancy with an individual with a similar skill set and diversity, to the extent practicable.

Section 19.7.MEETINGS

- (a) The SCWG shall act by consensus, which is where no more than a small minority disagrees, but most agree, ~~or if consensus cannot be reached with respect to a particular matter or issue, actions by the majority of all of the members of the SCWG shall be the action of the SCWG⁴.~~
- (b) Any members of the SCWG not in favor of an action ~~(whether as a result of voting against a matter or objecting to the consensus position)~~ may record a minority dissent to such action, which shall be included in the SCWG minutes and/or report, as applicable.

⁴ [NTD: No consensus from CWG as of the date of this draft on actions without consensus.]

- (c) SCWG meetings and other working procedures shall be open to the public and conducted in a transparent manner to the fullest extent possible.
- (d) The SCWG shall transmit minutes of its meetings to the Secretary, who shall cause those minutes to be posted to the Website as soon as practicable following each SCWG meeting, and no later than five business days following the meeting.
- (e) Except as otherwise provided in these Bylaws, the SCWG shall follow the guidelines and procedures applicable to ICANN Cross Community Working Groups that will be publicly available and may be amended from time to time.

Section 19.8.ADMINISTRATIVE SUPPORT

ICANN shall provide administrative and operational support necessary for the SCWG to carry out its responsibilities, including providing and facilitating remote participation in all meetings of the SCWG.

Section 19.9.CONFLICTING PROVISIONS

In the event any SCWG Recommendation that is approved [and finalized](#) in accordance with this [Article 19](#) requires ICANN to take any action that is inconsistent with a provision of the Bylaws (including any action taken in implementing such SCWG Recommendation), the requirements of such provision of these Bylaws shall not apply to the extent of that inconsistency.

Summary report:	
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