



SIDLEY AUSTIN LLP  
787 SEVENTH AVENUE  
NEW YORK, NY 10019  
(212) 839 5300  
(212) 839 5599 FAX

holly.gregory@sidley.com  
(212) 839 5853

emmanuel.nicholas@sidley.com  
(202) 736 8010

BEIJING	HONG KONG	SAN FRANCISCO
BOSTON	HOUSTON	SHANGHAI
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FOUNDED 1866

March 6, 2015

Internet Corporation for Assigned Names and Numbers  
and the Client Committee of the Cross Community  
Working Group on the IANA Stewardship Transition  
Proposal on Naming Related Functions  
12025 Waterfront Drive, Suite 300  
Los Angeles, CA 90094

Re: Provision of Legal Advice/Consultation Related to the  
ICANN Cross-Community Working Group to Develop  
an IANA Stewardship Transition Proposal on Naming Related Functions

Ladies and Gentlemen:

Introduction. Our Firm is pleased to have the opportunity to provide legal advice/consultation to the ICANN Cross-Community Working Group to Develop an IANA Stewardship Transition Proposal on Naming Related Functions.

This letter (together with the Attachment entitled "Additional Terms and Conditions" that is an integral part of this letter) governs the terms of our engagement by you. If this letter (including the Attachment) is acceptable to you, please sign two copies below, retain one copy and return the other copy to us.

Letters such as these serve the general purpose of setting forth the ground rules for our engagement. In addition, they address certain specific matters that are required to be set forth in writing by, or relate to rules of, the bar associations and other regulatory bodies under which we practice. This is particularly important in this instance because the Firm will provide advice and counsel to a collective body, as defined below, and not to the individuals associated with the collective body. Accordingly, the Firm may be adverse to individuals associated with the Client in unrelated matters. As a result, it is important for the Firm and Client to understand clearly the terms of this engagement. If you have any questions about these provisions, or if you would like to discuss them, please do not hesitate to call.

Client. The client in the matter described below will be the Internet Corporation for Assigned Names and Numbers ("ICANN" or the "Client"), which has instructed us to take direction exclusively from and provide advice and consultation exclusively to the Cross-Community Working Group on the IANA Stewardship Transition Proposal on Naming Related Functions ("CWG"), primarily through the CWG's Client Committee (the "Client Committee"). For the avoidance of doubt, ICANN will have no rights or input as a client to direct or affect the advice and consultation with the CWG.

The members of the Client Committee and the CWG are not, by virtue of this representation of ICANN, clients of the Firm (although some of the members may be clients for other purposes on unrelated matters under separate engagements), and this engagement is not intended and shall not be construed as creating an attorney-client relationship with any of the members of the Client Committee or of the CWG or any member of any other ICANN committee or working group.

Matter/Scope. We will represent ICANN and are hereby instructed by ICANN to take direction exclusively from, provide advice to and consult exclusively with the CWG, primarily through its Client Committee, regarding governance and the development of structures and/or solutions for enhancing the accountability of the performance of the IANA functions relating to the IANA Stewardship Transition (the "Matter"). For ease of reference, the Matter has been given the project name IANA Stewardship Transition.

Please note that Sidley will not address issues that are specific to any individual member of any ICANN committee, working group or stakeholder group in this Matter. In addition, by undertaking representation of ICANN in this Matter, Sidley is not undertaking to advise ICANN generally as to other matters that may affect its interests unrelated to the Client Committee, the CWG and the IANA Stewardship Transition.

With respect to any Matter, you may limit or expand the scope of our Representation from time to time, but any expansion must be agreed to in writing by us.

Privilege. ICANN, the Client Committee and the CWG acknowledge that disclosing Sidley's legal advice to third parties, including through Internet posting of recordings and transcripts of oral advice or copies of written advice may be deemed to waive the attorney-client privilege otherwise associated with that advice, including potentially the entire subject matter of such advice. In no event shall any party other than the Client be entitled to rely upon such advice. Because the attorney client privilege belongs to the Client, the Client may decide whether to disclose the advice it receives from Sidley in its discretion.



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Notwithstanding the foregoing, ICANN hereby waives any and all privileges associated with this representation in order to permit Sidley to transparently and openly provide its advice to the Client Committee and the CWG, for the benefit of the stakeholders and the community.

Fees and Expenses. In light of the unique and significant public policy importance of this project, our fees relating to the Matter will be based on a fifteen percent (15%) discount off of the billing rate for each attorney and paralegal (as well as any other relevant timekeeper), as applicable, devoting time to such Matter. Our 2015 billing rates for attorneys in our United States offices currently range from \$425 per hour for new associates to \$1,250 per hour for senior partners. These billing rates are subject to change from time to time.

We will include on our bills charges for performing services such as document reproduction, messenger and overnight courier service, computerized research, travel, long-distance telephone, facsimile and telecopy, document processing, search and filing fees, and internal litigation and practice support services. Fees and expenses of others (such as outside experts, consultants, other non-legal professionals and local co-counsel) generally will not be paid by us, but will be billed directly to the Client. More detailed information with respect to our expense recovery policies and procedures, which are an integral part of our agreement with you as reflected in this letter, can be accessed on our website at <http://www.sidley.com/costrecoveryandpreadmittancebillingratepolicy/us/>. These policies and procedures take into account, among other things, a number of special programs that we have entered into with certain of our vendors and independent service providers.

After an initial assessment of the time required to respond to the questions and issues raised by the Client Committee and the CWG, which assessment period will be between four and six weeks, Sidley will provide an estimate of the total cost of the responses to such advice and obtain approval by the Client Committee and ICANN before proceeding further. As discussed, during the assessment period we will provide a weekly informational statement regarding the hours worked to help encourage accountability, efficiency and communication regarding the work scope and our fees. We will bill you monthly, and respectfully request that our bills be paid within 30 days after receipt, except as may be otherwise agreed by us.

Conflicts. Sidley has numerous clients, and many of these clients rely upon us for general representation. Although we hope that it never happens, it is possible that an adverse relationship (including litigation) may develop in the future between ICANN and one of our other current or future clients. If we are not representing ICANN in that matter, and the matter in which ICANN and another client have adverse interests is not substantially related to our representation of ICANN in the Matter, ICANN agrees that we may represent the other client, waives any conflict arising from such representation, and agrees it will not seek to disqualify or otherwise seek to prevent us from representing such other client. ICANN acknowledges that it



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has had an opportunity to consult with other counsel (in-house or otherwise) prior to agreeing to this waiver, and has made its own decision about whether to do so.

It is expressly understood that the Firm's representation of ICANN does not create an attorney-client relationship with any current or future member of the Client Committee, the CWG, or any other committee or working group associated with ICANN and that each member of the Client Committee and the CWG should seek its own counsel with respect to its individual participation in ICANN committees and working groups or individual legal questions.

Accordingly, our representation of ICANN pursuant hereto will not give rise to any conflicts of interest in the event other clients of the Firm are adverse to any of the current or future members of an ICANN committee or working group, including in litigation, and this engagement will not be used to seek to disqualify the Firm from representing any of its clients that are adverse to members of ICANN's committees or working groups.

Term of Engagement. Either ICANN or Sidley may terminate representation in the Matter at any time for any reason by written notice, subject on our part to applicable rules of professional conduct. If we terminate the representation before it is concluded, we will take such steps as are reasonably practicable to protect ICANN's interests in the Matter.

Unless previously terminated, our engagement in the Matter and our representation of ICANN will terminate upon the earlier of (i) the completion by us or abandonment by you of the Matter or (ii) when a period in excess of 120 days elapses during which you do not request and we do not furnish any services to you.

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Thank you for the opportunity to be of service.

Respectfully submitted,



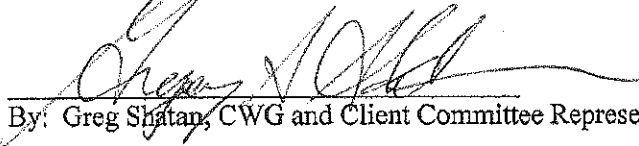
Holly J. Gregory

**Acknowledged and Agreed by ICANN**



By: John Jeffrey, ICANN General Counsel & Secretary

**Acknowledged and Agreed on behalf of the Cross-Community Working Group on the IANA Stewardship Transition Proposal on Naming Related Functions and its Client Committee**



By: Greg Shatan, CWG and Client Committee Representative

cc: Members of CWG and Client Committee  
Sidley Austin LLP:  
Hon. Rick Boucher  
Hon. Cameron Kerry  
Edward R. McNicholas  
Sharon Flanagan  
Joshua Hofheimer

Attachment: Additional Terms and Conditions



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### **Additional Terms and Conditions**

This is an attachment to, and integral part of, the Engagement Letter dated March 3, 2015 with ICANN - (the "Client").

**Affiliated Sidley Partnerships.** References in this document to the Firm, insofar as the provision of legal services hereunder is concerned, do not include any office or partnership within the group of affiliated Sidley partnerships that does not render advice with respect to the Matter.

**Client.** The Client in the engagement is only the entity named in the Engagement Letter. The Client does not include any subsidiary or affiliate of such entity, nor any of its or their respective individual shareholders, directors, officers or employees. Accordingly, our representation of the Client in a Matter will not give rise to any conflict of interest if any of our other clients are adverse to any subsidiary or affiliate of the Client.

**Matters; Scope.** The Matters in this engagement are only those that are described in the Engagement Letter. The scope of our engagement in the Matter is as described in the Engagement Letter. If you and we agree in writing, the scope of our engagement in the Matter may be expanded. Any additional matters for the Client will be governed by a supplement to the Engagement Letter. Without limitation, unless otherwise agreed to by us in writing, our engagement in the Matter will not involve insurance coverage issues; the Firm will not provide advice concerning notification of insurance carriers, and will not be responsible for notifying such carriers or for follow-up communications with the carriers regarding the status of the matter.

After completion of the Matter, changes may occur in applicable laws or regulations or applicable transaction documentation that could have an impact on the Client's future rights and liabilities. Unless the Client actually engages us after the completion of the Matter to provide additional advice on issues arising from the Matter and we accept such engagement in writing, we will have no continuing obligation to advise the Client with respect to future legal developments.

**Confidentiality and Document Retention.** Following the completion of the Matter, if we have retained any otherwise nonpublic information that the Client has supplied to us in connection with the Matter, we will keep such information confidential in accordance with applicable rules of professional conduct. If, upon termination, the Client wishes to have any documents relating to the Matter and then in our possession delivered to the Client, you should so advise us. As used herein, "documents" means documents in any format, including hard copy documents and electronic documents (including emails). We reserve the right to retain copies of any documents delivered to the Client.



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All of Sidley's work product in connection with the representation is owned by Sidley. Sidley may use and permit others to use such work product in whole or in part in other projects to the extent that such use is consistent with Sidley's confidentiality obligations to the Client. Such work product may also be used by the Client, except to the extent that Sidley expressly states otherwise with respect to particular documents, such as signed opinion letters.

Upon the Client's request at the termination of the representation, Sidley will provide to the Client Sidley's file relating to the representation, including any documents or other property that the Client provided to Sidley in connection with the representation. To the extent permitted by applicable law and ethical rules, the Client agrees that such file will not include Sidley's administrative records, time and expense reports, personnel and staffing materials, credit and accounting records, internal Sidley work product (such as drafts, notes, and internal memoranda and e-mails), and legal and factual research. Sidley may make and retain a copy of the file provided to the Client.

If Sidley is required to respond to a subpoena or other formal request from a third party or a governmental agency for records or other information relating to the representation, or to testify by deposition or otherwise concerning the representation (a "Request"), Sidley will first, to the extent permitted by applicable law, consult with the Client as to whether it is the Client's wish that Sidley comply with the Request or resist it, to the extent that there is a basis for doing so. The Client will reimburse Sidley for its time and expense incurred in responding to any such Request, including time and expense incurred in reviewing documents, appearing at depositions or hearings, and otherwise addressing issues raised by the Request, and search and photocopy costs.

We reserve the right to transfer documents to the personnel responsible for administering our records retention program, for initial retention in accordance with our records retention procedures. For various reasons, including the minimization of unnecessary storage expenses, we also reserve the right to destroy or otherwise dispose of any documents retained by us, including documents transferred as described in the preceding sentence and documents otherwise retained by us. We may exercise the rights described in the preceding two sentences from time to time, whether or not in connection with the completion of the Matter, but our exercise of such rights will be subject to applicable rules of professional conduct and to any applicable written agreement between us and the Client. Subject as aforesaid, we have no obligation to retain or otherwise preserve any documents relating to any Matter.

**Laws Covered.** Except as may be otherwise agreed to by Sidley in writing, our representation of the Client hereunder will be limited to matters of United States federal law, state law in states in which we have offices and, as applicable, the Delaware Limited Liability Company Act and the Delaware General Corporation Law.



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**Privacy, Data Protection and Confidentiality.** Our applicable policies with respect to privacy, data protection and information security relating to personal information can be accessed on our website at <http://www.sidley.com/admin/onlineprivacy.asp>. Subject to those policies and to applicable ethical confidentiality obligations, and unless otherwise directed by the Client, Sidley may use a variety of electronic communication systems in communicating internally, with the Client and with others during the representation, including cellular or satellite telephone calls, e-mails, facsimile transmissions, video conferencing and other forms of evolving electronic communications. Sidley uses outsourced nonlawyer personnel in its offices for a variety of support functions, including mailroom, photocopy, information technology and word processing, who are required by Sidley to agree to maintain the confidentiality of information relating to Sidley's clients.

**Publicity.** Unless instructed otherwise by the Client, Sidley may disclose that it has represented the Client in a matter if the matter has been publicly disclosed, such as by a filing with a court or regulatory authority or the Client's issuance of a press release. Unless the Client consents to the inclusion of additional information, Sidley's disclosure will be limited to the Client's name, the name of the other party or parties, and a short description of the matter that contains only publicly-available information. Sidley will make such disclosures only in Sidley's marketing materials, on its website, and in reports to information and ranking agencies such as Thomson Reuters and Chambers.

**Governing Law and Choice of Forum.** The Engagement Letter shall be governed by, and construed in accordance with, the laws of the State of New York. Any claim arising under or relating to the Engagement Letter or these Additional Terms and Conditions shall only be brought in the state or federal courts in such State, and the Client and Sidley each agree to submit to the jurisdiction of such courts

**Severability.** If any provision of the Engagement Letter or these Additional Terms and Conditions is held to be unenforceable or invalid for any reason, the remaining provisions will continue in full force and effect.