

Section 4.3. INDEPENDENT REVIEW PROCESS FOR COVERED ACTIONS	RELEVANT PROCEDURAL QUESTIONS
<p>a) In addition to the reconsideration process described in Section 4.2, ICANN shall have a separate process for independent third-party review of Disputes (defined in Section 4.3(b)(iii)) alleged by a Claimant (as defined in Section 4.3(b)(i)) to be within the scope of the Independent Review Process (“IRP”). The IRP is intended to hear and resolve Disputes for the following purposes (“Purposes of the IRP”):</p>	
<p>i) Ensure that ICANN does not exceed the scope of its Mission and otherwise complies with its Articles of Incorporation and Bylaws.</p>	
<p>ii) Empower the global Internet community and Claimants to enforce compliance with the Articles of Incorporation and Bylaws through meaningful, affordable and accessible expert review of Covered Actions (as defined in Section 4.3(b)(i)).</p>	
<p>iii) Ensure that ICANN is accountable to the global Internet community and Claimants.</p>	
<p>iv) Address claims that ICANN has failed to enforce its rights under the IANA Naming Function Contract (as defined in Section 16.3(a)).</p>	
<p>v) Provide a mechanism by which direct customers of the IANA naming functions may seek resolution of PTI (as defined in Section 16.1) service complaints that are not resolved through mediation.</p>	
<p>vi) Reduce Disputes by creating precedent to guide and inform the Board, Officers (as defined in Section 15.1), Staff members, Supporting Organizations, Advisory Committees, and the global Internet community in connection with policy development and implementation. Adopted by ICANN Board on 27 May 2016 17</p>	
<p>vii) Secure the accessible, transparent, efficient, consistent, coherent, and just resolution of Disputes.</p>	
<p>viii) Lead to binding, final resolutions consistent with international arbitration norms that are enforceable in any court with proper jurisdiction.</p>	
<p>ix) Provide a mechanism for the resolution of Disputes, as an alternative to legal action in the civil courts of the United States or other</p>	

jurisdictions. This Section 4.3 shall be construed, implemented, and administered in a manner consistent with these Purposes of the IRP.	
b) The scope of the IRP is defined with reference to the following terms:	
i) A “Claimant” is any legal or natural person, group, or entity including, but not limited to the EC, a Supporting Organization, or an Advisory Committee that has been materially affected by a Dispute. To be materially affected by a Dispute, the Claimant must suffer an injury or harm that is directly and causally connected to the alleged violation.	
A)The EC is deemed to be materially affected by all Covered Actions. ICANN shall not assert any defenses of standing or capacity against the EC in any forum.	
B)ICANN shall not object to the standing of the EC, a Supporting Organization, or an Advisory Committee to participate in an IRP, to compel an IRP, or to enforce an IRP decision on the basis that it is not a legal person with capacity to sue. No special pleading of a Claimant’s capacity or of the legal existence of a person that is a Claimant shall be required in the IRP proceedings. No Claimant shall be allowed to proceed if the IRP Panel (as defined in Section 4.3(g)) concludes based on evidence submitted to it that the Claimant does not fairly or adequately represent the interests of those on whose behalf the Claimant purports to act.	<ul style="list-style-type: none"> • Specifying a process for submitting and reviewing evidence against a standard for representation of interests.
ii) “Covered Actions” are defined as any actions or failures to act by or within ICANN committed by the Board, individual Directors, Officers, or Staff members that give rise to a Dispute.	
iii) “Disputes” are defined as:	
A)Claims that Covered Actions constituted an action or inaction that violated the Articles of Incorporation or Bylaws, including but not limited to any action or inaction that:	
1) exceeded the scope of the Mission; Adopted by ICANN Board on 27 May 2016 18	
2) resulted from action taken in response	

to advice or input from any Advisory Committee or Supporting Organization that are claimed to be inconsistent with the Articles of Incorporation or Bylaws;	
3) resulted from decisions of process-specific expert panels that are claimed to be inconsistent with the Articles of Incorporation or Bylaws;	
4) resulted from a response to a DIDP (as defined in Section 22.7(d)) request that is claimed to be inconsistent with the Articles of Incorporation or Bylaws; or	
5) arose from claims involving rights of the EC as set forth in the Articles of Incorporation or Bylaws.	
B) Claims that ICANN, the Board, individual Directors, Officers or Staff members have not enforced ICANN's contractual rights with respect to the IANA Naming Function Contract, and	
C) Claims regarding PTI service complaints by direct customers of the IANA naming functions that are not resolved through mediation.	
c) Notwithstanding any other provision in this Section 4.3, the IRP's scope shall exclude all of the following:	
i) EC challenges to the result(s) of a PDP, unless the Supporting Organization(s) that approved the PDP supports the EC bringing such a challenge;	
ii) Claims relating to ccTLD delegations and re-delegations;	
iii) Claims relating to Internet numbering resources, and	
iv) Claims relating to protocol parameters.	
d) An IRP shall commence with the Claimant's filing of a written statement of a Dispute (a "Claim") with the IRP Provider (described in Section 4.3(m) below). For the EC to commence an IRP ("Community IRP"), the EC shall first comply with the procedures set forth in Section 4.2 of Annex D.	<ul style="list-style-type: none"> • Formal guidelines for filing claim and answer • Rules for service • Counterclaims • Can parties amend or supplement their claims? • What is the scope of allowed amendment/supplement? • Should the parties pay a filing fee or initial deposit?

e) Cooperative Engagement Process	
<p>i) Except for Claims brought by the EC in accordance with this Section 4.3 and Section 4.2 of Annex D, prior to the filing of a Claim, the parties are strongly encouraged to participate in a non-binding Cooperative Engagement Process (“CEP”) for the purpose of Adopted by ICANN Board on 27 May 2016 19 attempting to resolve and/or narrow the Dispute. CEPs shall be conducted pursuant to the CEP Rules to be developed with community involvement, adopted by the Board, and as amended from time to time.</p>	<ul style="list-style-type: none"> • Guidelines for CEP • How does CEP process get communicated to the IRP panel?
<p>ii) The CEP is voluntary. However, except for Claims brought by the EC in accordance with this Section 4.3 and Section 4.2 of Annex D, if the Claimant does not participate in good faith in the CEP and ICANN is the prevailing party in the IRP, the IRP Panel shall award to ICANN all reasonable fees and costs incurred by ICANN in the IRP, including legal fees.</p>	
<p>iii) Either party may terminate the CEP efforts if that party:</p>	
<p>A) concludes in good faith that further efforts are unlikely to produce agreement; or</p>	
<p>B) requests the inclusion of an independent dispute resolution facilitator (“IRP Mediator”) after at least one CEP meeting.</p>	
<p>iv) Unless all parties agree on the selection of a particular IRP Mediator, any IRP Mediator appointed shall be selected from the members of the Standing Panel (described in Section 4.3(j) below) by its Chair, but such IRP Mediator shall not thereafter be eligible to serve as a panelist presiding over an IRP on the matter.</p>	
<p>f) ICANN hereby waives any defenses that may be afforded under Section 5141 of the California Corporations Code (“CCC”) against any Claimant, and shall not object to the standing of any such Claimant to participate in or to compel an IRP, or to enforce an IRP decision on the basis that such Claimant may not otherwise be able to assert that a Covered Action is ultra vires.</p>	

<p>g) Upon the filing of a Claim, an Independent Review Process Panel (“IRP Panel”, described in Section 4.3(k) below) shall be selected in accordance with the Rules of Procedure (as defined in Section 4.3(n)(i)). Following the selection of an IRP Panel, that IRP Panel shall be charged with hearing and resolving the Dispute, considering the Claim and ICANN’s written response (“Response”) in compliance with the Articles of Incorporation and Bylaws, as understood in light of prior IRP Panel decisions decided under the same (or an equivalent prior) version of the provision of the Articles of Incorporation and Bylaws at issue, and norms of applicable law. If no Response is timely filed by ICANN, the IRP Panel may accept the Claim as unopposed and proceed to evaluate and decide the Claim pursuant to the procedures set forth in these Bylaws.</p>	<ul style="list-style-type: none"> • Process for selecting IRP Panel • Who publishes IRP decisions? • Default procedures.
<p>h) After a Claim is referred to an IRP Panel, the parties are urged to participate in conciliation discussions for the purpose of attempting to narrow the issues that are to be addressed by the IRP Panel.</p>	
<p>i) Each IRP Panel shall conduct an objective, de novo examination of the Dispute. Adopted by ICANN Board on 27 May 2016 20</p>	<ul style="list-style-type: none"> • Can the tribunal rule on its own jurisdiction if objections are raised? • Does foreign law apply? • What law applies? <ul style="list-style-type: none"> ○ For privilege issues ○ For interpretation of agreements
<p>i) With respect to Covered Actions, the IRP Panel shall make findings of fact to determine whether the Covered Action constituted an action or inaction that violated the Articles of Incorporation or Bylaws.</p>	
<p>ii) All Disputes shall be decided in compliance with the Articles of Incorporation and Bylaws, as understood in the context of the norms of applicable law and prior relevant IRP decisions.</p>	
<p>iii) For Claims arising out of the Board’s exercise of its fiduciary duties, the IRP Panel shall not replace the Board’s reasonable judgment with its own so long as the Board’s action or inaction is within the realm of reasonable business judgment.</p>	
<p>iv) With respect to claims that ICANN has not enforced its contractual rights with respect to the</p>	

<p>IANA Naming Function Contract, the standard of review shall be whether there was a material breach of ICANN’s obligations under the IANA Naming Function Contract, where the alleged breach has resulted in material harm to the Claimant.</p>	
<p>v) For avoidance of doubt, IRPs initiated through the mechanism contemplated at Section 4.3(a) iv) above, shall be subject to a separate standard of review as defined in the IANA Naming Function Contract.</p>	
<p>j) Standing Panel</p>	
<p>i) There shall be an omnibus standing panel of at least seven members (the “Standing Panel”) each of whom shall possess significant relevant legal expertise in one or more of the following areas: international law, corporate governance, judicial systems, alternative dispute resolution and/or arbitration. Each member of the Standing Panel shall also have knowledge, developed over time, regarding the DNS and ICANN's Mission, work, policies, practices, and procedures. Members of the Standing Panel shall receive at a minimum, training provided by ICANN on the workings and management of the Internet’s unique identifiers and other appropriate training as recommended by the IRP Implementation Oversight Team (described in Section 4.3(n)(i)).</p>	<ul style="list-style-type: none"> • Should an application form be developed? • Should a method of ranking applications be developed? • Should specific training be required?
<p>ii) ICANN shall, in consultation with the Supporting Organizations and Advisory Committees, initiate a four-step process to establish the Standing Panel to ensure the availability of a number of IRP panelists that is sufficient to allow for the timely resolution of Disputes consistent with the Purposes of the IRP.</p>	
<p>A)ICANN, in consultation with the Supporting Organizations and Advisory Committees, shall initiate a tender process for an Adopted by ICANN Board on 27 May 2016 21 organization to provide administrative support for the IRP Provider as defined in Section 4.3(m)), beginning by consulting the “IRP Implementation Oversight Team” (described in Section 4.3(n)(i)) on a draft tender document.</p>	
<p>B)ICANN shall issue a call for expressions</p>	

of interest from potential panelists, and work with the Supporting Organizations and Advisory Committees and the Board to identify and solicit applications from well qualified candidates, and to conduct an initial review and vetting of applications.	
C)The Supporting Organizations and Advisory Committees shall nominate a slate of proposed panel members from the well-qualified candidates identified per the process set forth in Section 4.3(j)(ii)(B).	
D)Final selection shall be subject to Board confirmation, which shall not be unreasonably withheld.	
iii) Appointments to the Standing Panel shall be made for a fixed term of five years with no removal except for specified cause in the nature of corruption, misuse of position, fraud or criminal activity. The recall process shall be developed by the IRP Implementation Oversight Team.	
iv)Reasonable efforts shall be taken to achieve cultural, linguistic, gender, and legal tradition diversity, and diversity by Geographic Region (as defined in Section 7.5).	
k) IRP Panel	
i) A three-member IRP Panel shall be selected from the Standing Panel to hear a specific Dispute.	
ii) The Claimant and ICANN shall each select one panelist from the Standing Panel, and the two panelists selected by the parties will select the third panelist from the Standing Panel. In the event that a Standing Panel is not in place when an IRP Panel must be convened for a given proceeding or is in place but does not have capacity due to other IRP commitments or the requisite diversity of skill and experience needed for a particular IRP proceeding, the Claimant and ICANN shall each select a qualified panelist from outside the Standing Panel and the two panelists selected by the parties shall select the third panelist. In the event that no Standing Panel is in place when an IRP Panel must be convened and the two party-selected panelists cannot agree on the third panelist, the IRP Provider's rules shall	<ul style="list-style-type: none"> • Can the parties challenge an arbitrator's impartiality during arbitration? • What are procedures for challenging/replacing an arbitrator?

apply to selection of the third panelist. Adopted by ICANN Board on 27 May 2016 22	
iii) Assignment from the Standing Panel to IRP Panels shall take into consideration the Standing Panel members' individual experience and expertise in issues related to highly technical, civil society, business, diplomatic, and regulatory skills as needed by each specific proceeding, and such requests from the parties for any particular expertise.	
iv) Upon request of an IRP Panel, the IRP Panel shall have access to independent skilled technical experts at the expense of ICANN, although all substantive interactions between the IRP Panel and such experts shall be conducted on the record, except when public disclosure could materially and unduly harm participants, such as by exposing trade secrets or violating rights of personal privacy.	
v) IRP Panel decisions shall be made by a simple majority of the IRP Panel.	
l) All IRP proceedings shall be administered in English as the primary working language, with provision of translation services for Claimants if needed.	<ul style="list-style-type: none"> • Where should hearings take place? What currency for the award? • What procedures are in place in case parties cannot agree? • Should allowance be made for translation services?
m) IRP Provider	
i) All IRP proceedings shall be administered by a well-respected international dispute resolution provider ("IRP Provider"). The IRP Provider shall receive and distribute IRP Claims, Responses, and all other submissions arising from an IRP at the direction of the IRP Panel, and shall function independently from ICANN.	<ul style="list-style-type: none"> • Should the rules specify requirements for the provider's office functions, e.g. online dockets, etc?
n) Rules of Procedure	
i) An IRP Implementation Oversight Team shall be established in consultation with the Supporting Organizations and Advisory Committees and comprised of members of the global Internet community. The IRP Implementation Oversight Team, and once the Standing Panel is established the IRP Implementation Oversight Team in consultation with the Standing Panel, shall develop clear published rules for the IRP ("Rules	

<p>of Procedure”) that conform with international arbitration norms and are streamlined, easy to understand and apply fairly to all parties. Upon request, the IRP Implementation Oversight Team shall have assistance of counsel and other appropriate experts.</p>	
<p>ii) The Rules of Procedure shall be informed by international arbitration norms and consistent with the Purposes of the IRP. Specialized Rules of Procedure may be designed for reviews of PTI service complaints that are asserted by direct customers of the IANA naming functions and are not resolved through mediation. The Rules of Procedure shall be published and subject to a period of public comment that complies Adopted by ICANN Board on 27 May 2016 23 with the designated practice for public comment periods within ICANN, and take effect upon approval by the Board, such approval not to be unreasonably withheld.</p>	<ul style="list-style-type: none"> • Should we use a common law judge or investigating magistrate model? • Should there be specialized PTI procedures?
<p>iii) The Standing Panel may recommend amendments to such Rules of Procedure as it deems appropriate to fulfill the Purposes of the IRP, however no such amendment shall be effective without approval by the Board after publication and a period of public comment that complies with the designated practice for public comment periods within ICANN.</p>	<ul style="list-style-type: none"> • Should there be periodic review of the procedures?
<p>iv)The Rules of Procedure are intended to ensure fundamental fairness and due process and shall at a minimum address the following elements:</p>	<ul style="list-style-type: none"> • What forms of representation are allowed?
<p>A)The time within which a Claim must be filed after a Claimant becomes aware or reasonably should have become aware of the action or inaction giving rise to the Dispute;</p>	
<p>B)Issues relating to joinder, intervention, and consolidation of Claims;</p>	<ul style="list-style-type: none"> • Joinder, intervention and consolidation rules
<p>C)Rules governing written submissions, including the required elements of a Claim, other requirements or limits on content, time for filing, length of statements, number of supplemental statements, if any, permitted evidentiary support (factual and expert), including its length, both in support of a Claimant’s Claim and in support of ICANN’s Response;</p>	<ul style="list-style-type: none"> • What are the page limits and formatting restrictions for filings? • What are the service requirements? • Time limits for filings? • Replies, SurReplies?

<p>D)Availability and limitations on discovery methods;</p>	<ul style="list-style-type: none"> • What are the rules for production/discovery? • Whether no discovery, some, or full. • Whether the panel can conduct its own investigation or must rely solely on the submission of the parties
<p>E)Whether hearings shall be permitted, and if so what form and structure such hearings would take;</p>	<ul style="list-style-type: none"> • Can the parties request to keep certain information confidential? (e.g., trade secrets) • How is information communicated and exchanged between parties and the tribunal? • What are the rules for ex parte communications with arbitrators (and how do they work with “default” judgments) • Witnesses <ul style="list-style-type: none"> ○ How are they examined? Who must be present (physically/ electronically/telephonically)? • Use of experts <ul style="list-style-type: none"> ○ Can the tribunal call experts? ○ Can parties call experts? ○ Can parties question experts? • Are hearings closed (if possible to be closed and still on the record as required by the bylaws)? In person? Electronic? Telephonic? • What are the rules for closing/reopening hearings? • Can issues/rules be waived by a party? How?
<p>F)Procedures if ICANN elects not to respond to an IRP; and</p>	<ul style="list-style-type: none"> • What happens in the case of one party’s default?
<p>G)The standards and rules governing appeals from IRP Panel decisions, including which IRP Panel decisions may be appealed.</p>	
<p>o) Subject to the requirements of this Section 4.3, each IRP Panel shall have the authority to:</p>	
<p>i) Summarily dismiss Disputes that are brought without standing, lack substance, or are frivolous or vexatious;</p>	<ul style="list-style-type: none"> • Process for early dispositive motions (allowed at all?) • Can parties move for dismissal or are those decisions solely made

	<p>sua sponte by the IRP Panel? (based on the factors under 4.2(o)(i))</p> <ul style="list-style-type: none"> • What other legal motions are allowed and what are the timing requirements?
ii) Request additional written submissions from the Claimant or from other parties;	<ul style="list-style-type: none"> • Standard used for further submissions?
iii) Declare whether a Covered Action constituted an action or inaction that violated the Articles of Incorporation or Bylaws, declare whether Adopted by ICANN Board on 27 May 2016 24 ICANN failed to enforce ICANN's contractual rights with respect to the IANA Naming Function Contract or resolve PTI service complaints by direct customers of the IANA naming functions, as applicable;	<ul style="list-style-type: none"> • Is 2/3 majority agreement sufficient for award? (does dissenter have to write explanation?) • Must award be written? • What parts of an award, if any, are non-binding? • Are awards public? • Are punitive/exemplary damages allowed? • How do parties seek interpretation/correction?
iv) Recommend that ICANN stay any action or decision, or take necessary interim action, until such time as the opinion of the IRP Panel is considered;	
v) Consolidate Disputes if the facts and circumstances are sufficiently similar, and take such other actions as are necessary for the efficient resolution of Disputes;	<ul style="list-style-type: none"> • What is the process for intervention, joinder, and consolidation? • Can parties request that the arbitrator consolidate arbitration proceedings? Bifurcate? • Or are those decisions solely made sua sponte by the IRP Panel?
vi) Determine the timing for each IRP proceeding; and	<ul style="list-style-type: none"> • How is time counted?
vii) Determine the shifting of IRP costs and expenses consistent with Section 4.3(r).	<ul style="list-style-type: none"> • Cost shifting procedures?

<p>p) A Claimant may request interim relief. Interim relief may include prospective relief, interlocutory relief, or declaratory or injunctive relief, and specifically may include a stay of the challenged ICANN action or decision until such time as the opinion of the IRP Panel is considered as described in Section 4.3(o)(iv), in order to maintain the status quo. A single member of the Standing Panel (“Emergency Panelist”) shall be selected to adjudicate requests for interim relief. In the event that no Standing Panel is in place when an Emergency Panelist must be selected, the IRP Provider’s rules shall apply to the selection of the Emergency Panelist. Interim relief may only be provided if the Emergency Panelist determines that the Claimant has established all of the following factors:</p>	<ul style="list-style-type: none"> • What is the process for emergency/injunctive relief • How do parties move for emergency relief?
<p>i) A harm for which there will be no adequate remedy in the absence of such relief;</p>	
<p>ii) Either:</p>	
<p>A) likelihood of success on the merits; or</p>	
<p>B) sufficiently serious questions related to the merits; and</p>	
<p>iii) A balance of hardships tipping decidedly toward the party seeking relief.</p>	
<p>q) Conflicts of Interest</p>	
<p>i) Standing Panel members must be independent of ICANN and its Supporting Organizations and Advisory Committees, and so must adhere to the following criteria:</p>	
<p>A) Upon consideration for the Standing Panel and on an ongoing basis, Panelists shall have an affirmative obligation to disclose any Adopted by ICANN Board on 27 May 2016 25 material relationship with ICANN, a Supporting Organization, an Advisory Committee, or any other participant in an IRP proceeding.</p>	<ul style="list-style-type: none"> • How and when are disclosures made? • Annual updating?
<p>B) Additional independence requirements to be developed by the IRP Implementation Oversight Team, including term limits and restrictions on post-term appointment to other ICANN positions.</p>	<ul style="list-style-type: none"> • Term limits? • Gift and entertainment rules? • Post-employment bars?
<p>ii) The IRP Provider shall disclose any material relationship with ICANN, a Supporting Organization, an Advisory Committee, or any other participant in an IRP proceeding.</p>	<ul style="list-style-type: none"> • How and when are disclosures made? • Annual updating?

<p>r) ICANN shall bear all the administrative costs of maintaining the IRP mechanism, including compensation of Standing Panel members. Except as otherwise provided in Section 4.3(e)(ii), each party to an IRP proceeding shall bear its own legal expenses, except that ICANN shall bear all costs associated with a Community IRP, including the costs of all legal counsel and technical experts. Nevertheless, except with respect to a Community IRP, the IRP Panel may shift and provide for the losing party to pay administrative costs and/or fees of the prevailing party in the event it identifies the losing party's Claim or defense as frivolous or abusive.</p>	<ul style="list-style-type: none"> • Should the parties pay a filing fee or deposit?
<p>s) An IRP Panel should complete an IRP proceeding expeditiously, issuing an early scheduling order and its written decision no later than six months after the filing of the Claim, except as otherwise permitted under the Rules of Procedure. The preceding sentence does not provide the basis for a Covered Action.</p>	
<p>t) Each IRP Panel shall make its decision based solely on the documentation, supporting materials, and arguments submitted by the parties, and in its decision shall specifically designate the prevailing party as to each part of a Claim.</p>	
<p>u) All IRP Panel proceedings shall be conducted on the record, and documents filed in connection with IRP Panel proceedings shall be posted on the Website, except for settlement negotiation or other proceedings that could materially and unduly harm participants if conducted publicly. The Rules of Procedure, and all Claims, petitions, and decisions shall promptly be posted on the Website when they become available. Each IRP Panel may, in its discretion, grant a party's request to keep certain information confidential, such as trade secrets, but only if such confidentiality does not materially interfere with the transparency of the IRP proceeding.</p>	<ul style="list-style-type: none"> • Settlement procedures • Are unpublished decisions allowed? • All case precedential?
<p>v) Subject to this Section 4.3, all IRP decisions shall be written and made public, and shall reflect a well-reasoned application of how the Dispute was resolved in compliance with the Articles of Incorporation and Bylaws, as understood in light of prior IRP decisions decided under the same (or an equivalent prior) Adopted by ICANN Board on 27 May 2016 26 version of the provision of the Articles of Incorporation and Bylaws at issue, and norms of applicable law.</p>	

<p>w) Subject to any limitations established through the Rules of Procedure, an IRP Panel decision may be appealed to the full Standing Panel sitting en banc within sixty (60) days of issuance of such decision.</p>	<ul style="list-style-type: none"> • Rules of appellate procedure
<p>x) The IRP is intended as a final, binding arbitration process.</p>	
<p>i) IRP Panel decisions are binding final decisions to the extent allowed by law unless timely and properly appealed to the en banc Standing Panel. En banc Standing Panel decisions are binding final decisions to the extent allowed by law.</p>	
<p>ii) IRP Panel decisions and decisions of an en banc Standing Panel upon an appeal are intended to be enforceable in any court with jurisdiction over ICANN without a de novo review of the decision of the IRP Panel or en banc Standing Panel, as applicable, with respect to factual findings or conclusions of law.</p>	
<p>iii) ICANN intends, agrees, and consents to be bound by all IRP Panel decisions of Disputes of Covered Actions as a final, binding arbitration.</p>	
<p>A) Where feasible, the Board shall consider its response to IRP Panel decisions at the Board's next meeting, and shall affirm or reject compliance with the decision on the public record based on an expressed rationale. The decision of the IRP Panel, or en banc Standing Panel, shall be final regardless of such Board action, to the fullest extent allowed by law.</p>	
<p>B) If an IRP Panel decision in a Community IRP is in favor of the EC, the Board shall comply within 30 days of such IRP Panel decision.</p>	<ul style="list-style-type: none"> • Process of informing Board? • Board response?
<p>C) If the Board rejects an IRP Panel decision without undertaking an appeal to the en banc Standing Panel or rejects an en banc Standing Panel decision upon appeal, the Claimant or the EC may seek enforcement in a court of competent jurisdiction. In the case of the EC, the EC Administration may convene as soon as possible following such rejection and consider whether to authorize commencement of such an action.</p>	
<p>iv) By submitting a Claim to the IRP Panel, a Claimant thereby agrees that the IRP decision is</p>	

<p>intended to be a final, binding arbitration decision with respect to such Claimant. Any Claimant that does not consent to the IRP being a final, binding arbitration may initiate a non-binding IRP if ICANN agrees; provided that such a non-binding IRP decision is not intended to be and shall not be enforceable. Adopted by ICANN Board on 27 May 2016 27</p>	
<p>y) ICANN shall seek to establish means by which community, non-profit Claimants and other Claimants that would otherwise be excluded from utilizing the IRP process may meaningfully participate in and have access to the IRP process.</p>	<ul style="list-style-type: none"> • ProBono practice rules? • Accessibility rules?