

1. **PURPOSE:**

To define ICANN's policy for maintaining the confidentiality of sensitive and proprietary information of ICANN and of third parties that is in ICANN's possession. ICANN shall generally operate to the maximum extent feasible in an open and transparent manner and consistent with procedures designed to ensure fairness as appropriate under the given circumstances. As a staff member, it is important to realize that ICANN possesses confidential and proprietary information regarding the conduct of its business that must remain confidential. Additionally, ICANN possesses proprietary and confidential information of third parties that rely on ICANN to keep such information confidential.

2. **POLICY:**

- A. Staff members must safeguard the confidentiality of all such confidential and proprietary information (hereinafter referred to collectively as "Confidential Information").
- B. Staff members must keep and hold Confidential Information in strict confidence and trust, and not directly or indirectly use or disclose any Confidential Information except as necessary: (a) to perform their duties as staff members for the benefit of ICANN; or (b) to comply with a court order to disclose such Confidential Information.
- C. Staff members should immediately advise their supervisors and the office of the General Counsel, of receipt of an order from any court, judicial body or law enforcement agency, which seeks or appears to seek release of Confidential Information.
- D. Confidential Information includes, but is not limited to, information provided to ICANN under a non-disclosure agreement or under protective order from a court, financial records, personnel and payroll records, employee lists and data (regarding current or past staff members), business plans, customer lists, data relating to business initiatives and projects, and memoranda, information regarding ICANN's proceedings, negotiations or transactions, all documents and information marked "confidential" and or "proprietary," all information obtained or received by ICANN from third parties on a confidential basis, all

business information received from third parties with contractual relationships with ICANN, information regarding other parties engaged in business with ICANN, any documents or information regarding ICANN's operations, procedures and practices, and all records and files maintained by ICANN in whatever format, including electronic and web-based data.

- E. If in doubt as to whether information is Confidential Information, staff members should obtain the express permission of the General Counsel prior to releasing said information to anyone outside of ICANN.
- F. Confidential Information may not be released or removed from ICANN premises without the express authorization of the General Counsel, except as required in the normal course of the performance of a staff member's duties.
- G. ICANN business should not be discussed with family members, roommates, or friends.
- H. Staff members may not use Confidential Information obtained during or through a working relationship with ICANN for the purpose of furthering current or future outside employment or engagement activities, or for obtaining personal gain or profit.
- I. Staff members should use all reasonable efforts to safeguard Confidential Information and prevent accidental or negligent loss or release of such information to unauthorized persons. ICANN reserves the right to avail itself of all legal or equitable remedies to prevent impermissible use or release of Confidential Information or to obtain relief, in any available form, from the impermissible use of Confidential Information.
- J. Staff members are prohibited from using, disclosing to ICANN or inducing ICANN to use an confidential, proprietary or trade secret information or materials belonging to third parties that comes into a staff member's knowledge or possession at any time, and staff members are prohibited from using any such information or material in the course of their employment or engagement with ICANN.
- K. Upon request or at the termination of the working relationship, the staff member must return to ICANN all ICANN Property (defined as property owned, leased, rented, operated and/or controlled by ICANN) including, but not limited to, Confidential Information and ICANN documents in whatever form it then exists, and may not retain or disclose any Confidential Information without advance written permission from the General Counsel.

- L. Failure of any staff member to comply with the terms of this Confidentiality Policy may result in disciplinary action up to and including termination of the working relationship. Nothing stated herein shall alter the nature of the working relationship with ICANN, including the at-will nature of employment for those employees in the United States.

- M. Staff members' obligations with respect to safeguarding Confidential Information acquired during the working relationship with ICANN constitute continuing obligations, which survive their working relationship, continue indefinitely and cannot be released or waived.

Questions regarding this policy should be directed to Global Human Resources.