

## **Section 5. Statements of Interest and Disclosures of Interest**

### **5.1 Definitions**

Relevant Party: An individual who participates as a member of a work team, working group, committee member or other such policy development body formed by and under the supervision of the GNSO, as well as all elected and appointed members of the GNSO Council.

Statement of Interest: A written statement made by a Relevant Party involved in policy development or other GNSO processes that provides a declaration of direct and indirect interests that may affect a Relevant Party's judgment, or be perceived to affect that individual's judgment, on all matters to be considered by the GNSO Council, working groups, or other policy development bodies.

Disclosure of Interest: A written statement made by a Relevant Party of direct and indirect interests that may be commercial (e.g. monetary payment) or non-commercial (e.g. non-tangible benefit such as publicity, political or academic visibility) and may affect a Relevant Party's judgment, or be perceived to affect a Relevant Party's judgment, on a particular issue.

### **5.2 Policy**

#### **5.2.1 Purpose**

The purpose of this policy is to set forth responsibilities and procedures pertaining to the content, creation, timely update, accuracy, completeness, and compliance of Statements of Interest and Declarations of Interest as defined in Paragraph 5.1.

#### **5.2.2 Compliance**

- a. Each Relevant Party is responsible for ensuring that he or she complies with this policy. Failure to comply with these procedures is covered in Paragraph 5.6.
- b. The executive of this policy is administered by ICANN staff. Administration includes informing new members of groups of the policies, posting all Statements of Interest and Disclosures of Interest, and following up on any requests from the Chairs of groups pertaining to this procedure.

### **5.3 Statement of Interest Procedures**

#### **5.3.1 Timeliness**

Relevant Parties are required to provide to the GNSO Secretariat a Statement of Interest, updated not less frequently than once a year or whenever there is a material change, setting forth those specified interests, relationships, arrangements, and affiliations that may affect or be perceived to

affect judgments of Relevant Parties in the conduct of their participation within the GNSO. A completed Statement of Interest, updated at least annually, is a precondition for Relevant Parties to participate in the GNSO.

### 5.3.2 Electronic Form and Publication

To ensure consistency, ICANN Staff shall develop, maintain, and provide to Relevant Parties an electronic Statement of Interest form including procedures and instructions pertaining to its completion online. ICANN Staff shall make available an alternative arrangement (e.g. email) in the event that a Relevant Party does not have the necessary Internet access or capability to complete the form online. ICANN Staff shall post the completed Statements of Interest in the relevant section of the ICANN web site prior to Relevant Parties undertaking any activity and at least annually in the case of GNSO Councilors.

### 5.3.3 Content

Relevant Parties shall complete all five sections of the Statement of Interest form as specified below:

1. Please identify your current employer(s) and position(s).
2. Please identify the type(s) of work performed at #1 above.
3. Please identify any ownerships, investment interests, or compensation arrangements by answering the following three questions:
  - (i) Do you have any ownership or investment interest in any entity with which ICANN has a transaction, contract, or other arrangement (e.g. Registries, Registrars, Consultants, etc.)? Please answer “yes” or “no.” If the answer is “yes,” please provide the name of each entity for which such an interest exists.
  - (ii) Do you have a compensation arrangement with any entity or individual with which ICANN has a transaction, contract, or other arrangement (e.g. does the Relevant Party have a consulting arrangement with a Registrar)? Please answer “yes” or “no.” If the answer is “yes,” please provide the name of each entity for which such an arrangement exists.
  - (iii) Do you have potential ownership or investment interest in, or compensation arrangement with, any entity or individual with which ICANN is negotiating a transaction, contract, or other arrangement? Please answer “yes” or “no.” If the answer is “yes,” please provide the name of each entity for which such a potential ownership, interest, or arrangement exists.
4. Are you participating in the GNSO policy process as a representative of any individual or entity, whether paid or unpaid? Please answer “yes” or “no.” If the answer is “yes,” please provide the name of the represented individual or entity.
5. Please identify any other relevant arrangements, interests, or benefits as requested in the following three questions:
  - (iv) Do you have any type of commercial or non-commercial interest in ICANN GNSO policy development processes and outcomes? Please answer “yes” or “no.” If the

answer is “yes,” please describe the commercial or non-commercial interest in ICANN GNSO policy development processes and outcomes.

- (v) Are there any arrangements/agreements between you and any other group, constituency or person(s) regarding your nomination/selection as a work team member? Please answer “yes” or “no.” If the answer is “yes,” please describe the arrangements/agreements and the name of the group, constituency, or person(s).
- (vi) Do you receive any tangible or intangible benefit from participation in ICANN GNSO policy development processes and outcomes? For example, if you are an academic or NGO and use your position to advance your ability to participate, this relationship should be disclosed in the Statement of Interest just as should employment by a contracted party or a business relationship with a non-contracted party that has an interest in policy outcomes. Please answer “yes” or “no.” If the answer is “yes,” please describe the tangible or intangible benefits.

#### 5.3.4 Timing of Updates and Recordation

A Relevant Party shall provide any changes/and or updates to his or her Statement of Interest within ten business days. Such changes shall also be recorded in the minutes of the meeting at which the Relevant Party advises of such change.

### **5.4 Disclosure of Interest Procedures**

#### 5.4.1 Applicability

A Relevant Party shall provide a Disclosure of Interest setting forth any direct or indirect interests that may affect a Relevant Party’s judgment on an issue that is under review, consideration, or discussion.

#### 5.4.2 Duty to Remind Participants and Speakers

- a. The GNSO Council Chair or Vice-Chair, Working Group Chair, Work Team Chair, Committee Chair, or Chair of any other organization formed by the GNSO shall remind all participants to provide Disclosures of Interest and updates to Disclosures of Interest at the beginning of each meeting during which the Relevant Parties will discuss or act upon the specific matter(s) to which the disclosure pertains and such disclosures shall be recorded in the minutes of that meeting. Participants should be polled individually by the Chair to ensure that all updates to respective Disclosures of Interest have been received and those responses shall be recorded in all minutes. At that time, anyone who has a question about the interpretation or meaning of a Relevant Party’s Disclosure of Interest may petition the Chair to request clarification from the Relevant Party. Concerns related to the accuracy and/or completeness of a Declaration of Interest are addressed in Paragraph 5.5.
- b. At the beginning of any ICANN public meeting, forum, or discussion being coordinated and/or moderated by the GNSO, the person acting as Chair or coordinator of the public meeting, forum, or discussion shall encourage all speakers to provide Disclosures of Interest prior to beginning their remarks.

## **5.5 Completeness and Accuracy**

### **5.5.1 Completeness**

ICANN Staff shall review each Relevant Party's Statement of Interest and Disclosure of Interest to ensure completeness. If ICANN Staff has reason to believe that a Relevant Party's documentation is not complete, ICANN Staff shall notify the Relevant Party and request that the omitted or missing information be provided or, if there are extenuating circumstances, explanation as to why the document is incomplete. If the matter cannot be satisfactorily resolved with the Relevant Party after a reasonable period, Staff shall raise the matter with the applicable Chair pursuant to 5.5.3.

### **5.5.2 Accuracy**

Concerns raised by ICANN Staff or a member of the ICANN community about the accuracy of a Relevant Party's Statement of Interest or Disclosure of Interest, including whether a direct or indirect interest that may affect the Relevant Party's judgment with respect to a pending matter has been disclosed, shall be brought to the attention of the applicable Chair and handled pursuant to 5.5.3.

### **5.5.3 Appeal Process**

If concerns about the completeness and/or accuracy of a Statement of Interest or Declaration of Interest persist after reasonable attempts are made to resolve them with the Relevant Party, the matter shall be brought to the attention of the applicable Chair and handled according to decision-making methodology and appeal process as prescribed in the GNSO Working Group Guidelines (Version 5, Sections 3.6 and 3.7<sup>1</sup>). At each step of the appeal process, every effort should be made to resolve the accuracy concerns by working cooperatively with the Relevant Party.

## **5.6 Failure to Comply**

### **5.6.1 Requirement to Participate**

A Statement of Interest form must be submitted by each Relevant Party in accordance with these procedures. If a Relevant Party fails to provide a Statement of Interest prior to the start of a GNSO meeting, the Chair may temporarily suspend that Relevant Party's participation until the Statement of Interest is provided. Participation shall not be suspended if a Statement of Interest has been provided, but there are questions or concerns about completeness and/or accuracy until a final determination is made pursuant to the appeal provisions in 5.5.3.

### **5.6.2 Suspension**

Pursuant to the appeal provisions referenced in 5.5.3, if it is determined that a Relevant Party has not complied with these procedures, the GNSO Council Chair, in consultation with the Vice-

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<sup>1</sup> Note that this reference will be updated once the final Working Group Guidelines and SOI/DOI procedures are mapped to the GNSO Operating Procedures into appropriate sections as recommended by ICANN Staff.

Chair, may suspend that Relevant Party's participation in GNSO affairs until the failure to comply has been remedied. The ICANN General Counsel and GNSO Council will be notified when such actions are taken as a matter of protocol and the decision to take this step will be recorded in the GNSO Council minutes. If the failure to comply pertains to a Chair, the applicable Vice-Chair shall act pending completion of the appeal process. If the failure to comply pertains to the GNSO Council Chair, the Vice-Chair shall act after consulting with the ICANN Vice President - Policy Development.