BRG Comments on the Proposed Amendments to Base New gTLD Registry Agreement

Date: 13 July 2016
Deadline: Extended to 20 July 2016

The Brand Registry Group (BRG) welcomes the opportunity to provide comments in response to the Proposed Amendments to Base New gTLD Registry Agreement.

To get to this stage, the BRG is fully aware of the lengthy negotiations undertaken after Section 7.7(b) of the Registry Agreement was triggered by the RySG some two years ago and we appreciate the efforts of all those involved within the negotiating Working Group and ICANN Staff during this time. In particular, we are grateful to those participants that represented a Brand Registry perspective, given that a third of New gTLD applications related to Brand TLDs. Despite the fact the BRG was not a member of the RySG until recently, this did not prevent us from participating in the Working Group and the BRG is grateful to the RySG for welcoming us to the table from the outset, thereby ensuring that Brand TLDs had a strong voice in the negotiation.

For the future, however, it should be noted that with the dramatic growth in the number of registries as a result of the introduction of New gTLDs, many of these contracted parties are not members of the RySG or the BRG, and rely on their consultants to provide updates on the negotiations taking place. Furthermore, the majority of Brand Registry Operators have only recently signed their Registry Agreement with ICANN and may not have had the appetite to jump into another set of negotiations simultaneously. Whilst we acknowledge that all registries have an opportunity to comment and vote on the current proposals, the traditional practice of communicating with registries via the RySG does not reflect the post-New gTLD landscape. Therefore, we recommend a review to be undertaken of the process of communicating future negotiation rounds (and indeed all matters which affect contracted registry operators) so that all ICANN's registry customers are provided with direct notification of matters which might impact on their contractual terms. This could be facilitated, for instance, via ICANN's GDD Engagement Managers assigned to specific registries.

General comments

The BRG regards most of the changes as clarifications or fixes to ambiguous language, grammar and typographical errors. However, there are a few substantive changes that are worthy of specific comment which we have applied to the table below. Overall, the BRG is generally supportive of the proposed amendments, particularly where there has been some effort to address inappropriate voting rules relating to Specification 13. We do note in our comments, however, some additional improvements, especially where we consider the proposals have not gone far enough.

Recognising the time taken to complete these negotiations, the BRG is disappointed that so many of our original requests, specific to Brand Registry Operators and which would have resulted in a Registry Agreement better-suited to the requirements of the unique registry model that Brand TLDs have adopted, were taken off the table by ICANN Staff, including, but not limited to:

- Treatment of country and territory names and two-letter codes at the second-level, for Brand Registry Operators.
- Zone file access via the CZDS, where there could be a more nuanced gated access for Brand Registries Operators.
- Removal of, or an alternative to, the COI/Letters of Credit for Brand Registries Operators.

- Removal of the EBERO requirement for Brand Registries Operators.

There are, however, a number of changes that directly affect open and commercial registries but which are irrelevant to Specification 13 Brand Registry Operators. This highlights, once again, that ICANN's one-size-fits-all approach is not feasible going forward and needs to be addressed. Where distinct models exist and there is clear differentiation, ICANN should develop contracts relevant to those models, with separate negotiation tracks with the involved parties. The benefits could be more focused negotiations on material changes and, hopefully, a more expedient process than witnessed during this round of negotiations.

Detailed comments
The table below is copied from the summary of changes published by ICANN and provides BRG specific comments for each of the proposed changes. Our comments include an indication of 'Support' or 'Opposition' and, where it is unlikely to affect a Brand Registry Operator, the comment is marked 'Neutral'.

I trust you will find our responses helpful but if you have any questions or need clarification of any comments, please refer to Martin Sutton (martin@brandregistrygroup.org) who will be pleased to assist you.

Yours faithfully

/s/

Cecilia Smith
President, Brand Registry Group aisbl

About Us

The Brand Registry Group (BRG) is an independent membership organisation of owners of a top-level domain name that matches their existing brand. The turnover of the respective groups behind these domain names is some $1300 billion. The BRG is registered by Royal Decree as an international not-for-profit under Belgian law. The group represents the common interests of members and offers selected services paid for from fees.

Summary of Changes to Registry Agreement

The table below sets out proposed revisions to the current New gTLD Registry Agreement contemplated by the 2016 Global Registry Agreement Amendment. Additions are reflected in bold double underline and deletions are reflected in strike through.

Section	Change to Text	Comments and Rationale	BRG Comment
Preamble	This REGISTRY AGREEMENT (this "Agreement") is entered into as of _____ (the "Effective Date") between Internet Corporation for Assigned Names and Numbers, a California nonprofit public benefit corporation **with its principal place of business located at 12025 Waterfront Drive, Suite 300, Los Angeles, CA 90094 USA** ("ICANN"), and _____, a _____ **with its principal place of business located at** _____("Registry Operator").	Inserting address of ICANN and the Registry Operator in the preamble of the Registry Agreement.	Neutral. No comment.
2.3	**Data Escrow**. Registry Operator shall comply with the registry data escrow procedures set forth in Specification 2 attached hereto ("Specification 2") **within fourteen (14) calendar days after delegation**.	Clarifies that data escrow obligations arise upon delegation. The fourteen day period provides Registry Operator with sufficient time following delegation (which is not within the control of the registry operator) to comply with the escrow obligations.	Support. These are a welcome clarification to ensure that registries do not receive unnecessary compliance notices.
2.4	**Monthly Reporting**. Within twenty (20) calendar days following the end of each calendar month**, commencing with the first calendar month in which the TLD is delegated in the root zone**, Registry Operator shall deliver to ICANN reports in the format set forth in Specification 3 attached hereto ("Specification 3")~~;~~**; provided, however, that if the TLD is delegated in the root zone after the fifteenth (15ᵗʰ) calendar day of the calendar month, Registry Operator may defer the delivery of the reports for such first calendar month and instead deliver to ICANN such month's reports no later than the time that Registry Operator is required to deliver the reports for the immediately following calendar month. Registry Operator must include in the Per-Registrar Transactions Report any domain name created during pre-delegation testing that has not been deleted as of the time of delegation (notably but not limited to domains registered by Registrar IDs 9995 and/or 9996).**	Clarifies that monthly reporting obligation commences following delegation, and provides Registry Operator with flexibility to defer the first month's report if delegation occurs during the second half of a month. Also clarifies that Registry Operator will include domain names created during pre-delegation testing in the monthly report if the names have not been deleted at the time of delegation.	Support. These are a welcome clarification to ensure that registries do not receive unnecessary compliance notices.

Section	Change to Text	Comments and Rationale	BRG Comment
2.9	**Registrars.** (a)　　　All domain name registrations in the TLD must be registered through an ICANN accredited registrar; provided, that Registry Operator need not use a registrar if it registers names in its own name in order to withhold such names from delegation or use in accordance with Section 2.6. Subject to the requirements of Specification 11, Registry Operator must provide non-discriminatory access to Registry Services to all ICANN accredited registrars that enter into and are in compliance with the registry-registrar agreement for the TLD; provided that Registry Operator may establish non-discriminatory criteria for qualification to register names in the TLD that are reasonably related to the proper functioning of the TLD. Registry Operator must use a uniform non-discriminatory agreement with all registrars authorized to register names in the TLD (the "Registry-Registrar Agreement"). Registry Operator may amend the Registry-Registrar Agreement from time to time; provided, however, that any material revisions thereto must be approved by ICANN before any such revisions become effective and binding on any registrar. Registry Operator will provide ICANN and all registrars authorized to register names in the TLD at least fifteen (15) calendar days written notice of any revisions to the Registry-Registrar Agreement before any such revisions become effective and binding on any registrar. During such period, ICANN will determine whether such proposed revisions are immaterial, potentially material or material in nature. If ICANN has not provided Registry Operator with notice of its determination within such fifteen (15) calendar-day period, ICANN shall be deemed to have determined that such proposed revisions are immaterial in nature. If ICANN determines, or is deemed to have determined under this Section 2.9(a), that such revisions are immaterial, then Registry Operator may adopt and implement such revisions. If ICANN determines such revisions are either material or potentially material, ICANN will thereafter follow its procedure regarding review and approval of changes to Registry-Registrar Agreements at <http://www.icann.org/en/resources/registries/rra-amendment-procedure>, and such revisions may not be adopted and implemented until approved by ICANN. **Notwithstanding the foregoing provisions of this Section 2.9(a), any change to the Registry-Registrar Agreement that relates exclusively to the fee charged by Registry Operator to register domain names in the TLD will not be subject to the notice and approval process specified in this Section 2.9(a), but will be subject to the requirements in Section 2.10 below.**	Revision enables Registry Operator to change the pricing terms of the Registry-Registrar Agreement without seeking ICANN's approval since the Registry Agreement does not specify a specific price for domain names registration (see rationale for Section 2.10 below).	Support. These amendments enable registry operators to change RRA pricing terms without seeking ICANN's prior written approval and input from the Registrar Stakeholder Group (RrSG), since pricing matters are dealt with in section 2.10. It does raise the question why Brand TLDs need ICANN's prior written approval, or input from the RrSG, in the context of bilateral contract terms with their preferred corporate registrar. This attempted one-size-fits-all provision does not make practical sense for Brand TLDs, who should be exempt entirely. It was acknowledged by Registrars at the recent GDD Summit that they did not consider the formal process for amending the RRA to be necessary for Brand TLDs at all. This was an amendment that was requested during this round of negotiations and in light of the RrSG acknowledgement at the GDD Summit; we consider this additional amendment should be made.

Section	Change to Text	Comments and Rationale	BRG Comment
2.10	**Pricing for Registry Services** (a) With respect to initial domain name registrations, Registry Operator shall provide ~~ICANN and~~ each ICANN accredited registrar that has executed the ~~registry-registrar agreement~~**Registry-Registrar Agreement** for the TLD advance written notice of any price increase (including as a result of the elimination of any refunds, rebates, discounts, product tying or other programs which had the effect of reducing the price charged to registrars, unless such refunds, rebates, discounts, product tying or other programs are of a limited duration that is clearly and conspicuously disclosed to the registrar when offered) of no less than thirty (30) calendar days. Registry Operator shall offer registrars the option to obtain initial domain name registrations for periods of one (1) to ten (10) years at the discretion of the registrar, but no greater than ten (10) years. (b) With respect to renewal of domain name registrations, Registry Operator shall provide ~~ICANN and~~ each ICANN accredited registrar that has executed the ~~registry-registrar agreement~~**Registry-Registrar Agreement** for the TLD advance written notice of any price increase (including as a result of the elimination of any refunds, rebates, discounts, product tying, Qualified Marketing Programs or other programs which had the effect of reducing the price charged to registrars) of no less than one hundred eighty (180) calendar days. Notwithstanding the foregoing sentence, with respect to renewal of domain name registrations: (i) Registry Operator need only provide thirty (30) calendar days notice of any price increase if the resulting price is less than or equal to (A) for the period beginning on the Effective Date and ending twelve (12) months following the Effective Date, the initial price charged for registrations in the TLD, or (B) for subsequent periods, a price for which Registry Operator provided a notice pursuant to the first sentence of this Section 2.10(b) within the twelve (12) month period preceding the effective date of the proposed price increase; and (ii) Registry Operator need not provide notice of any price increase for the imposition of the Variable Registry-Level Fee set forth in Section 6.3. Registry Operator shall offer registrars the option to obtain domain name registration renewals at the current price (i.e., the price in place prior to any noticed increase) for periods of one (1) to ten (10) years at the discretion of the registrar, but no greater than ten (10) years.	Although the revisions to Section 2.9 remove the requirement that Registry Operator provide notice to ICANN if a change to a Registry-Registrar Agreement relates exclusively to price increases, such notice must still be given to registrars that have executed a Registry-Registrar Agreement for the TLD. Registry Operators remain subject to the substantive requirements of the provision whether or not ICANN is informed of price increases by Registry Operator. Capitalizing "Registry-Registrar Agreement" reflects the use of the defined term.	Neutral. Generally speaking spec 13 Brand registries would not be charging for names so these amendments are not relevant for a .Brand.

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2.18	**Personal Data**. Registry Operator shall (i) notify each ICANN-accredited registrar that is a party to the ~~registry-registrar agreement~~**Registry-Registrar Agreement** for the TLD of the purposes for which data about any identified or identifiable natural person ("Personal Data") submitted to Registry Operator by such registrar is collected and used under this Agreement or otherwise and the intended recipients (or categories of recipients) of such Personal Data, and (ii) require such registrar to obtain the consent of each registrant in the TLD for such collection and use of Personal Data. Registry Operator shall take reasonable steps to protect Personal Data collected from such registrar from loss, misuse, unauthorized disclosure, alteration or destruction. Registry Operator shall not use or authorize the use of Personal Data in a way that is incompatible with the notice provided to registrars.	Capitalizing "Registry-Registrar Agreement" reflects the use of the defined term.	Neutral. No comment.
4.3(d)	ICANN may, upon notice to Registry Operator, terminate this Agreement if (i) Registry Operator makes an assignment for the benefit of creditors or similar act, (ii) attachment, garnishment or similar proceedings are commenced against Registry Operator, which proceedings are a material threat to Registry Operator's ability to operate the registry for the TLD, and are not dismissed within sixty (60) calendar days of their commencement, (iii) a trustee, receiver, liquidator or equivalent is appointed in place of Registry Operator or maintains control over any of Registry Operator's property, (iv) execution is levied upon any material property of Registry Operator **that, if levied, would reasonably be expected to materially and adversely affect Registry Operator's ability to operate the registry for the TLD**, (v) proceedings are instituted by or against Registry Operator under any bankruptcy, insolvency, reorganization or other laws relating to the relief of debtors and such proceedings are not dismissed within sixty (60) calendar days of their commencement **(if such proceedings are instituted by Registry Operator or its Affiliates) or one hundred and eighty (180) calendar days of their commencement (if such proceedings are instituted by a third party against Registry Operator)**, or (vi) Registry Operator files for protection under the United States Bankruptcy Code, 11 U.S.C. Section 101, et seq., or a foreign equivalent or liquidates, dissolves or otherwise discontinues its operations or the operation of the TLD.	Revisions intended to reflect the intent of the provision, which is to protect against meaningful bankruptcy, etc. proceedings that are material to Registry Operator's ability to operate the TLD.	Support. ICANN will be aware that property is levied all the time e.g. a mechanical lien levied against a new property. The BRG therefore welcomes this amendment which makes it clear that it should only be in circumstances which would materially affect the ability to operate the registry that the Registry Agreement can be terminated.
4.3(e)	ICANN may, upon thirty (30) calendar days' notice to Registry Operator, terminate this Agreement pursuant to **a determination by any PDDRP panel or RRDRP panel under** Section 2 of Specification 7 or ~~Sections~~**a determination by any PICDRP panel under Section** 2 ~~and~~**or Section** 3 of Specification 11, subject to Registry Operator's right to challenge such termination as set forth in the applicable procedure described therein.	Revision provides more specificity as to the provisions of Specification 7 and Specification 11 that could trigger termination of the Registry Agreement.	Support. This clarifies that the right to terminate would arise only where there is panel decision to that effect. This is a welcome clarification.

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5.2	**Arbitration**. Disputes arising under or in connection with this Agreement that are not resolved pursuant to Section 5.1, including requests for specific performance, will be resolved through binding arbitration conducted pursuant to the rules of the International Court of Arbitration of the International Chamber of Commerce **(the "ICC")**. The arbitration will be conducted in the English language and will occur in Los Angeles County, California. Any arbitration will be in front of a single arbitrator, unless (i) ICANN is seeking punitive or exemplary damages, or operational sanctions, (ii) the parties agree in writing to a greater number of arbitrators, or (iii) the dispute arises under Section 7.6 or 7.7. In the case of clauses (i), (ii) or (iii) in the preceding sentence, the arbitration will be in front of three arbitrators with each party ~~selecting~~**nominating** one arbitrator **for confirmation by the ICC** and the two selected arbitrators ~~selecting~~**nominating** the third arbitrator **for confirmation by the ICC. For an arbitration in front of a sole arbitrator, Registry Operator and ICANN may, by mutual agreement, nominate the sole arbitrator for confirmation by the ICC. If the parties fail to nominate a sole arbitrator or, in the case of an arbitration in front of three arbitrators, either party fails to nominate an arbitrator, in each case within thirty (30) calendar days from the date when a party's request for arbitration has been received by the other party, or within such additional time as may be allowed by the Secretariat of the Court of the ICC, the arbitrator(s) shall be appointed by the ICC. If any nominated arbitrator is not confirmed by the ICC, the party or persons that appointed such arbitrator shall promptly nominate a replacement arbitrator for confirmation by the ICC.** In order to expedite the arbitration and limit its cost, the arbitrator(s) shall establish page limits for the parties' filings in conjunction with the arbitration, and should the arbitrator(s) determine that a hearing is necessary, the hearing shall be limited to one (1) calendar day, provided that in any arbitration in which ICANN is seeking punitive or exemplary damages, or operational sanctions, the hearing may be extended for one (1) additional calendar day if agreed upon by the parties or ordered by the arbitrator(s) based on the arbitrator(s) independent determination or the reasonable request of one of the parties thereto. The prevailing party in the arbitration will have the right to recover its costs and reasonable attorneys' fees, which the arbitrator(s) shall include in the awards. In the event the arbitrators determine that Registry Operator has been repeatedly and willfully in fundamental and material breach of its obligations set forth in Article 2, Article 6 or Section 5.4 of this Agreement, ICANN may request the arbitrators award punitive or exemplary damages, or operational sanctions (including without limitation an order temporarily restricting Registry Operator's right to sell new registrations). Each party shall treat information received from the other party pursuant to the arbitration that is appropriately marked as confidential (as required by Section 7.15) as Confidential Information of such other party in accordance with Section 7.15. In any litigation involving ICANN concerning this Agreement, jurisdiction and exclusive venue for such litigation will be in a court located in Los Angeles County, California; however, the parties will also have the right to enforce a judgment of such a court in any court of competent jurisdiction.	Revisions specify the manner in which arbitrators will be selected for arbitration proceedings arising under the Registry Agreement.	Support. The RA was silent as to the appointment of a single arbitrator. This amendment mirrors the ICC wording which is a helpful clarification.

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6.3(a)	If the ICANN accredited registrars (accounting, in the aggregate, for payment of two-thirds of all registrar-level fees (or such portion of ICANN accredited registrars necessary to approve variable accreditation fees under the then-current registrar accreditation agreement), do not approve, pursuant to the terms of their registrar accreditation agreements with ICANN, the variable accreditation fees established by the ICANN Board of Directors for any ICANN fiscal year, upon delivery of notice from ICANN, Registry Operator shall pay to ICANN a variable registry-level fee, which shall be paid on a fiscal quarter basis, and shall accrue as of the beginning of the first fiscal quarter of such ICANN fiscal year (the "Variable Registry-Level Fee"). The fee will be calculated and invoiced by ICANN on a quarterly basis, and shall be paid by Registry Operator within sixty (60) calendar days with respect to the first quarter of such ICANN fiscal year and within twenty (20) calendar days with respect to each remaining quarter of such ICANN fiscal year, of receipt of the invoiced amount by ICANN. The Registry Operator may invoice and collect the Variable Registry-Level Fees from the registrars that are party to a ~~registry-registrar agreement~~**Registry-Registrar Agreement** with Registry Operator (which agreement may specifically provide for the reimbursement of Variable Registry-Level Fees paid by Registry Operator pursuant to this Section 6.3); provided, that the fees shall be invoiced to all ICANN accredited registrars if invoiced to any. The Variable Registry-Level Fee, if collectible by ICANN, shall be an obligation of Registry Operator and shall be due and payable as provided in this Section 6.3 irrespective of Registry Operator's ability to seek and obtain reimbursement of such fee from registrars. In the event ICANN later collects variable accreditation fees for which Registry Operator has paid ICANN a Variable Registry-Level Fee, ICANN shall reimburse the Registry Operator an appropriate amount of the Variable Registry-Level Fee, as reasonably determined by ICANN. If the ICANN accredited registrars (as a group) do approve, pursuant to the terms of their registrar accreditation agreements with ICANN, the variable accreditation fees established by the ICANN Board of Directors for a fiscal year, ICANN shall not be entitled to a Variable-Level Fee hereunder for such fiscal year, irrespective of whether the ICANN accredited registrars comply with their payment obligations to ICANN during such fiscal year.	Capitalizing "Registry-Registrar Agreement" reflects the use of the defined term.	Neutral. No comment.
6.7	**Fee Reduction Waiver. In ICANN's sole discretion, ICANN may reduce the amount of registry fees payable hereunder by Registry Operator for any period of time ("Fee Reduction Waiver"). Any such Fee Reduction Waiver may, as determined by ICANN in its sole discretion, be (a) limited in duration and (b) conditioned upon Registry Operator's acceptance of the terms and conditions set forth in such waiver. A Fee Reduction Waiver shall not be effective unless executed in writing by ICANN as contemplated by Section 7.6(i). ICANN will provide notice of any Fee Reduction Waiver to Registry Operator in accordance with Section 7.9.**	Revisions provide that ICANN may determine to reduce the fees payable by Registry Operator under the Registry Agreement. Under the provision, ICANN would retain discretion to determine whether a reduction in fees is appropriate, including the terms of any such reduction.	Neutral. Any fee reduction waiver granted by ICANN should ensure equitable treatment of all registries and comply with Generally Accepted Accounting Principles (GAAP). We would expect fair criteria to be developed to address how any fee reduction waiver might be agreed.

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7.5(f)	Notwithstanding the foregoing, (i) any consummated change of control shall not be voidable by ICANN; provided, however, that, if ICANN reasonably determines to withhold its consent to such transaction, ICANN may terminate this Agreement pursuant to Section 4.3(g), (ii) ICANN may assign this Agreement without the consent of Registry Operator upon approval of the ICANN Board of Directors in conjunction with a reorganization, reconstitution or re-incorporation of ICANN upon such assignee's express assumption of the terms and conditions of this Agreement, (iii) Registry Operator may assign this Agreement without the consent of ICANN directly to ~~a wholly-owned subsidiary of Registry Operator, or, if Registry Operator is a wholly-owned subsidiary, to its direct parent or to another wholly-owned subsidiary of its direct parent~~**an Affiliated Assignee, as that term is defined herein below**, upon such ~~subsidiary~~**Affiliated Assignee**'s ~~or parent's, as applicable,~~ express **written** assumption of the terms and conditions of this Agreement, and (iv) ICANN shall be deemed to have consented to any assignment, Material Subcontracting Arrangement or change of control transaction in which the Contracting Party is an existing operator of a generic top-level domain pursuant to a registry agreement between such Contracting Party and ICANN (provided that such Contracting Party is then in compliance with the terms and conditions of such registry agreement in all material respects), unless ICANN provides to Registry Operator a written objection to such transaction within ten (10) calendar days of ICANN's receipt of notice of such transaction pursuant to this Section 7.5. Notwithstanding Section 7.5(a), in the event an assignment is made pursuant to clauses (ii) or (iii) of this Section 7.5(f), the assigning party will provide the other party with prompt notice following any such assignment. **For the purposes of this Section 7.5(f), (A) "Affiliated Assignee" means a person or entity that, directly or indirectly, through one or more intermediaries, controls, is controlled by, or is under common control with, the person or entity specified, and (B) "control" (including the terms "controlled by" and "under common control with") shall have the same meaning specified in Section 2.9(c) of this Agreement.**	Revision creates a new defined term, "Affiliated Assignee," which has the effect of facilitating reorganizations by Registry Operator without triggering a consent right of ICANN. Revision also clarifies that the Affiliated Assignee's assumption of the obligations under the Registry Agreement must be made in writing.	Support. The definition of Affiliated Assignee mirrors the definition of Affiliate used elsewhere in the RA, and which is applied to Specification 13. The RA unnecessarily limited the class of group companies to whom a registry operator could assign without ICANN's consent making the process of assignment more complex and costlier than necessary. This is a very welcome amendment.

Exhibit A: Approved Services	The ICANN gTLD Applicant Guidebook (located at http://newgtlds.icann.org/en/applicants/agb) and the RSEP specify processes for consideration of proposed registry services. Registry Operator may provide any service that is required by the terms of this Agreement. In addition, the following services (if any) are specifically identified as having been approved by ICANN prior to the effective date of the Agreement, and Registry Operator may provide such services:
	
	1.\tDNS Service – TLD Zone Contents
	
	Notwithstanding anything else in this Agreement, as indicated in section 2.2.3.3 of the gTLD Applicant Guidebook, permissible contents for the TLD's DNS service are:
	
	1.1.\tFor the "Internet" (IN) Class:
	
	    1.1.1.\tApex SOA record
	
	    1.1.2.\tApex NS records and in-bailiwick glue for the TLD's DNS servers
	
	    1.1.3.\tNS records and in-bailiwick glue for DNS servers of registered names in the TLD
	
	    1.1.4.\tDS records for registered names in the TLD
	
	    1.1.5.\tRecords associated with signing the TLD zone (e.g., RRSIG, DNSKEY, NSEC, NSEC3PARAM and NSEC3)
	
	    1.1.6.\tApex TXT record for zone versioning purposes
	
	    1.1.7.\tApex TYPE65534 record for automatic dnssec signing signaling
	
	1.2.\tFor the "Chaos" (CH) Class:
	
	    1.2.1.\tTXT records for server version/identification (e.g., TXT records for "version.bind.", "id.server.", "authors.bind" and/or "hostname.bind.")
	
	(Note: The above language effectively does not allow, among other things, the inclusion of DNS resource records that would enable a dotless domain name (e.g., apex A, AAAA, MX records) in the TLD zone.)
	
	If Registry Operator wishes to place any DNS resource record type or class into its TLD DNS service (other than those listed in Sections 1.1 or 1.2 above), it must describe in detail its proposal and submit a Registry Services Evaluation Process (RSEP) request. This will be evaluated per RSEP to determine whether the service would create a risk of a meaningful adverse impact on security or stability of the DNS. Registry Operator recognizes and acknowledges that a service based on the use of less-common DNS resource records and/or classes in the TLD zone, even if approved, might not work as intended for all users due to lack of software support.
		Items 1.1.1-1.1.5 reflect ICANN's current practice for describing DNS Service in existing Exhibit As. Items 1.1.6, 1.1.7 and 1.2 added to clarify the DNS classes permissible and added permission to use TXT and TYPE65534 records in some circumstances.	Neutral. No comment.

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Spec 2; Part A; Section 1.2	"**Differential Deposit**" means data that reflects all transactions that were not reflected in the last previous Full or Differential Deposit, as the case may be. Each Differential Deposit will contain all database transactions since the previous Deposit was completed as of 00:00:00 UTC of each day, but Sunday. Differential Deposits must include complete Escrow Records as specified below that were not included or changed since the most recent full or Differential Deposit (i.e., ~~newly added or modified domain names~~**all additions, modifications or removals of data**).	Revision clarifies the meaning of Differential Deposit to include additions, modification or removals of data.	Neutral. No comment.
Spec 2; Part A; Section 5.3	{type} is replaced by: (1) "full", if the data represents a Full Deposit; (2) "diff", if the data represents a Differential Deposit; (3) "thin", if the data represents a Bulk Registration Data Access file, as specified in Section 3 of Specification 4; **(4) "thick-{gurid}", if the data represent Thick Registration Data from a specific registrar, as defined in Section 3.2 of Specification 4. The {gurid} element must be replaced with the IANA Registrar ID associated with the data.**	Added spec for type of escrow deposit described in Section 32 of Specification 4 that was missing.	Neutral. No comment.

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Spec 2; Part A; Section 7	**Notification of Deposits.** Along with the delivery of each Deposit, Registry Operator will deliver to Escrow Agent and to ICANN (using the API described in draft-lozano-icann-registry-interfaces, see Part A, Section 9, reference 5 of this Specification (the "Interface Specification")) a written statement **from Registry Operator** (which may be by authenticated e-mail) that includes a copy of the report generated upon creation of the Deposit and states that the Deposit has been inspected by Registry Operator and is complete and accurate**. The preparation and submission of this statement must be performed by the Registry Operator or its designee, provided that such designee may not be the Escrow Agent or any of Escrow Agent's Affiliates**. Registry Operator will include the Deposit's "id" and "resend" attributes in its statement. The attributes are explained in Part A, Section 9, reference 1 of this Specification. If not already an RFC, Registry Operator will use the most recent draft version of the Interface Specification at the Effective Date. Registry Operator may at its election use newer versions of the Interface Specification after the Effective Date. Once the Interface Specification is published as an RFC, Registry Operator will implement that version of the Interface Specification, no later than one hundred eighty (180) calendar days after such publishing.	Revisions clarify that notification of deposits may not be provided by the escrow agent on the behalf of Registry Operator. Registry Operator or its designee (excluding the escrow agent) are responsible for such notifications.	Oppose. Making this change will prevent a Brand registry from delegating this notice duty to an authorised data escrow provider. In short, it seems to place a new burden on registries that is not justified by any demonstrated need.

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Spec 2; Part A; Section 8	**Verification Procedure**. (1) The signature file of each processed file is validated. (2) If processed files are pieces of a bigger file, the latter is put together. (3) Each file obtained in the previous step is then decrypted and uncompressed. (4) Each data file contained in the previous step is then validated against the format defined in Part A, Section 9, reference 1 of this Specification. (5) ~~If Part A, Section 9, reference 1 of this Specification includes a~~**The data escrow agent extended** verification process, ~~that will be applied at this step~~**as defined below in reference 2 of Part A of this Specification 2, as well as any other data escrow verification process contained in such reference**. If any discrepancy is found in any of the steps, the Deposit will be considered incomplete.	Revision clarifies the applicable provisions of Specification 2 to which the obligation relates.	Neutral. No comment.
Spec 3; Section 1; Fields 02, 34 and 35	[Field 02] For cases where the registry operator acts as registrar (i.e., without the use of an ICANN accredited registrar) **either 9998 or** 9999 should be used **depending on registration type (as described in Specification 5),** otherwise the sponsoring Registrar IANA id should be used as specified in http://www.iana.org/assignments/registrar-ids [Field 34] domain names restored ~~from redemption~~**during reporting** period [Field 35] total number of restored names for which **a restore report is required by the registry, but** the registrar failed to submit ~~a restore report~~**it**	Clarified three fields in the Per-Registrar Transactions Report.	Neutral. No comment.

Section	Change to Text	Comments and Rationale	BRG Comment
Spec 3; Section 2; Fields 01, 02, 03 and 04	[Field 01] number of operational registrars **in the production system** at the end of the reporting period [Field 02] ~~number of registrars that have received a password for access to OT&E at the end of the reporting period~~ [Field 03] ~~number of registrars that have requested access, but have not yet entered the ramp-up period at the end of the reporting period~~ [Field 04] number of active zone file access passwords at the end of the reporting period**; "CZDS" may be used instead of the number of active zone file access passwords, if the Centralized Zone Data Service (CZDS) is used to provide the zone file to the end user**	Removed Fields 02 and 03 and clarified Field 01 and 04 in the Registry Functions Activity Report.	Neutral. No comment.
Spec 4; Section 1.7.1	**Query format**: ~~whois "NS1.EXAMPLE.TLD",~~ whois "nameserver (nameserver name)", or whois "nameserver (IP Address)**~~,~~." For example: whois "nameserver NS1.EXAMPLE.TLD".**	Removed ambiguous WHOIS query option.	Neutral. No comment.
Spec 4; Section 1.10.3	Registry Operator will offer exact-match capabilities, at least, on the following fields: ~~registrar id~~**Registrar ID**, name server name, and name server's IP address (only applies to IP addresses stored by the registry, i.e., glue records).	Non-substantive change.	Neutral. No comment.
Spec 4; Section 2.1.3	**Grant of Access**. Each Registry Operator (optionally through the CZDA Provider) will provide the Zone File ~~FTP~~**SFTP** (or other Registry supported) service for an ICANN-specified and managed URL (specifically, <TLD>.zda.icann.org where <TLD> is the TLD for which the registry is responsible) for the user to access the Registry's zone data archives. Registry Operator will grant the user a non-exclusive, nontransferable, limited right to access Registry Operator's (optionally CZDA Provider's) Zone File hosting server, and to transfer a copy of the top-level domain zone files, and any associated cryptographic checksum files no more than once per 24 hour period using ~~FTP~~**SFTP**, or other data transport and access protocols that may be prescribed by ICANN. For every zone file access server, the zone files are in the top-level directory called <zone>.zone.gz, with <zone>.zone.gz.md5 and <zone>.zone.gz.sig to verify downloads. If the Registry Operator (or the CZDA Provider) also provides historical data, it will use the naming pattern <zone>-yyyymmdd.zone.gz, etc.	Typographical correction.	Support. No comment.

Section	Change to Text	Comments and Rationale	BRG Comment
Spec 4; Section 2.1.4	4. Use of AX and ADDD inside domain names is allowed. 18. One zone per file. If a TLD divides its DNS data into multiple zones, each **zone** goes into a separate file named as above, with all the files combined using tar into a file called <tld>.zone.tar.	Typographical correction.	Support. No comment.
Spec 4; Section 2.1.5	**Use of Data by User**. Registry Operator will permit user to use the zone file for lawful purposes; provided that (a) user takes all reasonable steps to protect against unauthorized access to~~and~~**,** use **of,** and disclosure of the data**,** and (b) under no circumstances will Registry Operator be required or permitted to allow user to use the data to~~,~~ (i) allow, enable~~,~~ or otherwise support ~~the~~**any marketing activities to entities other than the user's existing customers, regardless of the medium used (such media include but are not limited to** transmission by ~~email~~**e-mail**, telephone, ~~or~~ facsimile**, postal mail, SMS, and wireless alerts** of mass unsolicited, commercial advertising or solicitations to entities ~~other than user's own existing customers~~**)**, ~~or~~ (ii) enable high volume, automated, electronic processes that send queries or data to the systems of Registry Operator or any ICANN-accredited registrar**, or (iii) interrupt, disrupt or interfere in the normal business operations of any registrant**.	Revisions reflect harmonization of provision with the CZDS terms of service.	Support. This amendment is welcome because it makes clear that if there are circumstances where there would be a breach of CZDS T&Cs, then the registry operator has grounds for refusing access to the zone file under the RA. However, this addition also highlights a practical evidentiary concern facing all registry operators. It remains unclear how exactly a registry operator might preemptively discern or otherwise discover misuse of zone file data for this particular nefarious purpose—and what specific evidence a registry operator might proffer to rebuff any requestor complaints and resultant contractual compliance inquiries following the denial of access requests. Contractual rationale supporting the preemptive rejection of access requests should not function as mere window dressing; it should be reasonably implementable by registry operators to stem abusive conduct. Accordingly, a comprehensive reexamination of this provision may be necessary.
Spec 4; Section 3.1.1	**Contents**. Registry Operator will provide, at least, the following data for all registered domain names: domain name, domain name repository object id (roid), ~~registrar id~~**Registrar ID** (IANA ID), statuses, last updated date, creation date, expiration date, and name server names. For sponsoring registrars, at least, it will provide: registrar name, registrar ~~repository object~~ id (~~roid~~**IANA ID**), hostname of registrar Whois server, and URL of registrar.	Typographical correction.	Support. No comment.

Section	Change to Text	Comments and Rationale	BRG Comment
Spec 5; Section 3.1	3. **Reservations for Registry Operations**. 3.1. The following ASCII labels must be withheld from registration or allocated to Registry Operator at All Levels for use in connection with the operation of the registry for the TLD: WWW, RDDS and WHOIS. The following ASCII label must be allocated to Registry Operator **upon delegation into the root zone** at All Levels for use in connection with the operation of the registry for the TLD: NIC. Registry Operator may activate WWW, RDDS and WHOIS in the DNS, but must activate NIC in the DNS, as necessary for the operation of the TLD **(in accordance with the provisions of Exhibit A, the ASCII label NIC must be provisioned in the DNS as a zone cut using NS resource records)**. None of WWW, RDDS, WHOIS or NIC may be released or registered to any person (other than Registry Operator) or third party. Upon conclusion of Registry Operator's designation as operator of the registry for the TLD all such withheld or allocated names shall be transferred as specified by ICANN. Registry Operator may self-allocate and renew such names without use of an ICANN accredited registrar, which will not be considered Transactions for purposes of Section 6.1 of the Agreement. **Such domains shall be identified by Registrar ID 9999.** **3.1.1** **If Exhibit A to the Agreement specifically provides that Registry Operator may offer registration of IDNs, Registry Operator may also activate a language-specific translation or transliteration of the term "NIC" or an abbreviation for the translation of the term "Network Information Center" in the DNS in accordance with Registry Operator's IDN Tables and IDN Registration Rules. Such translation, transliteration or abbreviation may be reserved by Registry Operator and used in addition to the label NIC to provide any required registry functions. For the avoidance of doubt, Registry Operator is required to activate the ASCII label NIC pursuant to Section 3.1 of this Specification 3.**	Clarified that ASCII label NIC must be a delegation under the TLD. Revision to 3.1.1 reflects the use of IDNs and permits activation of language specific translations or transliterations of the term "NIC" or an abbreviation thereof.	Support. These are acceptable amendments.

Section	Change to Text		Comments and Rationale	BRG Comment
Spec 5; Section 3.2	3.2.	Registry Operator may activate in the DNS at All Levels up to one hundred (100) names (plus their IDN variants, where applicable) necessary for the operation or the promotion of the TLD. Registry Operator must act as the Registered Name Holder of such names as that term is defined in the then-current ICANN Registrar Accreditation Agreement (RAA). These activations will be considered Transactions for purposes of Section 6.1 of the Agreement. Registry Operator must either (i) register such names through an ~~ICANN accredited~~**ICANN accredited** registrar; or (ii) self-allocate such names and with respect to those names submit to and be responsible to ICANN for compliance with ICANN Consensus Policies and the obligations set forth in Subsections 3.7.7.1 through 3.7.7.12 of the then-current RAA (or any other replacement clause setting out the terms of the registration agreement between a registrar and a registered name holder). **If Registry Operator chooses option (ii) above, it shall identify these transactions using Registrar ID 9998**. At Registry Operator's discretion and in compliance with all other terms of this Agreement, **including the RPMs set forth in Specification 7,** such names may be released for registration to another person or entity.	Clarified reporting requirements for the "100 names". Revision referencing Specification 7 highlights that names released under this provision remain subject to the requirements of Specification 7.	Neutral. No comment.
Spec 5; Section 3.3	3.3.	Registry Operator may withhold from registration or allocate to Registry Operator names (including their IDN variants, where applicable) at All Levels in accordance with Section 2.6 of the Agreement. Such names may not be activated in the DNS, but may be released for registration to **Registry Operator or** another person or entity at Registry Operator's discretion**, subject to compliance with all the terms of this Agreement, including applicable RPMs set forth in Specification 7**. Upon conclusion of Registry Operator's designation as operator of the registry for the TLD, all such names that remain withheld from registration or allocated to Registry Operator shall be transferred as specified by ICANN. Upon ICANN's request, Registry Operator shall provide a listing of all names withheld or allocated to Registry Operator pursuant to Section 2.6 of the Agreement. Registry Operator may self-allocate and renew such names without use of an ICANN accredited registrar, which will not be considered Transactions for purposes of Section 6.1 of the Agreement.	Revision highlights that names released under this provision remain subject to the requirements of Specification 7.	Neutral. No comment.

Section	Change to Text	Comments and Rationale	BRG Comment
Spec 5; Section 3.4	**3.4.** **Effective upon the conclusion of the No-Activation Period specified in Section 6.1 of Specification 6, Registry Operator shall allocate the domain name "icann-sla-monitoring.<tld>" to the ICANN testing registrar (as such registrar is described in Section 8.2 of Specification 10) upon delegation of the TLD into the root zone. If such domain name is not available for registration in the TLD or is otherwise inconsistent with the registration policies of the TLD, Registry Operator may allocate a different domain name to the ICANN testing registrar in consultation with ICANN. The allocation of any such alternative domain name will be communicated to ICANN following such consultation. The allocation of the domain name "icann-sla-monitoring.<tld>" to the ICANN testing registrar will not (i) be considered a Transaction for purposes of Section 6.1 of the Agreement, (ii) count towards the one hundred domain names available to Registry Operator under Section 3.2 of this Specification 5, or (iii) adversely affect Registry Operator's qualification as a .BRAND TLD pursuant to Specification 13 (.BRAND TLD Provisions) hereto (as applicable).**	Revision specifies a requirement that registry operator allocate the domain name "icann-sla-monitoring.<tld>" to the ICANN testing registrar, and alternative requirements if such name is not available in the TLD.	Support. Brand registries welcomes these changes in particular the assurance under (iii) that the allocation of a testing name to ICANN does not breach Spec 13.
Spec 6; Section 1.1	**DNS**. Registry Operator shall comply with relevant existing RFCs and those published in the future by the Internet Engineering Task Force (IETF), including all successor standards, modifications or additions thereto relating to the DNS and name server operations including without limitation RFCs 1034, 1035, 1123, 1982, 2181, 2182, ~~2671,~~ 3226, 3596, 3597, 4343, ~~and~~ 5966 **and 6891**. DNS labels may only include hyphens in the third and fourth position if they represent valid IDNs (as specified above) in their ASCII encoding (e.g., "xn--ndk061n").	Updated RFC for EDNS(0) specification	Neutral. No comment.
Spec 6; Section 1.3	**DNSSEC**. Registry Operator shall sign its TLD zone files implementing Domain Name System Security Extensions ("DNSSEC")**. For the absence of doubt, Registry Operator shall sign the zone file of <TLD> and zone files used for in-bailiwick glue for the TLD's DNS servers**. During the Term, Registry Operator shall comply with RFCs 4033, 4034, 4035, 4509 and their successors, and follow the best practices described in RFC ~~4641~~**6781** and its successors. If Registry Operator implements Hashed Authenticated Denial of Existence for DNS Security Extensions, it shall comply with RFC 5155 and its successors. Registry Operator shall accept public-key material from child domain names in a secure manner according to industry best practices. Registry shall also publish in its website the DNSSEC Practice Statements (DPS) describing critical security controls and procedures for key material storage, access and usage for its own keys and secure acceptance of registrants' public-key material. Registry Operator shall publish its DPS following the format described in RFC 6841. **DNSSEC validation must be active and use the IANA DNS Root Key Signing Key set (available at https://www.iana.org/dnssec/files) as a trust anchor for Registry Operator's Registry Services making use of data obtained via DNS responses.**	Clarified requirement to sign zone files used for the operation of TLD DNS services.

Updated reference to RFC for DNSSEC Operational Practices.

Added requirement to use DNSSEC validation in all registry services. | Neutral. No comment. |

Section	Change to Text	Comments and Rationale	BRG Comment
Spec 6; Section 1.4	**IDN**. If the Registry Operator offers Internationalized Domain Names ("IDNs"), it shall comply with RFCs 5890, 5891, 5892, 5893 and their successors. Registry Operator shall comply with the ICANN IDN Guidelines at <http://www.icann.org/en/topics/idn/implementation-guidelines.htm>, as they may be amended, modified, or superseded from time to time. **In the event of a conflict between the ICANN IDN Guidelines and the IDN-related provisions of Exhibit A, the provisions of the ICANN IDN Guidelines shall control to the extent of the conflict, including but not limited to IDN Variants allocation, activation and appropriate implementation of Registry Operator's IDN tables and IDN Registration Rules.** Registry Operator shall publish and keep updated its IDN Tables and IDN Registration Rules in the IANA Repository of IDN Practices ~~as specified in the ICANN IDN Guidelines~~.	Revision is intended to capture a circumstance where the provisions of Exhibit A may conflict with ICANN IDN Guidelines in the future, and provide priority to the ICANN IDN Guidelines.	Neutral. No comment.
Spec 6; Section 1.6	**IANA Rootzone Database. In order to ensure that authoritative information about the TLD remains publicly available, Registry Operator shall submit a change request to the IANA functions operator updating any outdated or inaccurate DNS or WHOIS records of the TLD. Registry Operator shall use commercially reasonable efforts to submit any such change request no later than seven (7) calendar days after the date any such DNS or WHOIS records becomes outdated or inaccurate. Registry Operator must submit all change requests in accordance with the procedures set forth at <http://www.iana.org/domains/root>.**	Revisions require Registry Operator to update DNS and WHOIS records for the TLD, and provide the means by which such changes shall be communicated to the IANA functions operator.	Neutral. No comment.
Spec 6; Section 1.7	**Network Ingress Filtering. Registry Operator shall implement network ingress filtering checks for its Registry Services as described in BCP 38 and BCP 84, which ICANN will also implement.**	Added requirement of using current best practices to avoid DDOS attacks in registry services.	Neutral. No comment.

| Spec 7; Section 1 | **Rights Protection Mechanisms**. Registry Operator shall implement and adhere to the rights protection mechanisms ("RPMs") specified in this Specification. In addition to such RPMs, Registry Operator may develop and implement additional RPMs that discourage or prevent registration of domain names that violate or abuse another party's legal rights. Registry Operator will include all RPMs required by this Specification 7 and any additional RPMs developed and implemented by Registry Operator in the ~~registry-registrar agreement~~Registry-Registrar Agreement entered into by ICANN-accredited registrars authorized to register names in the TLD. Registry Operator shall implement in accordance with requirements set forth therein each of the mandatory RPMs set forth in the Trademark Clearinghouse as of the date hereof, as posted at **http://www.icann.org/en/resources/registries/tmch-requirements** (the "Trademark Clearinghouse Requirements"), which may be revised in immaterial respects by ICANN from time to time. Registry Operator shall not mandate that any owner of applicable intellectual property rights use any other trademark information aggregation, notification, or validation service in addition to or instead of the ICANN-designated Trademark Clearinghouse. If there is a conflict between the terms and conditions of this Agreement and the Trademark Clearinghouse Requirements, the terms and conditions of this Agreement shall control. **Registry Operator must enter into a binding and enforceable Registry-Registrar Agreement with at least one ICANN accredited registrar authorizing such registrar(s) to register domain names in the TLD as follows:**

a. if Registry Operator conducts a Qualified Launch Program or is authorized by ICANN to conduct an Approved Launch Program (as those terms are defined in the Trademark Clearinghouse Requirements), Registry Operator must enter into a binding and enforceable Registry-Registrar Agreement with at least one ICANN accredited registrar prior to allocating any domain names pursuant to such Qualified Launch Program or Approved Launch Program, as applicable;

b. if Registry Operator does not conduct a Qualified Launch Program or is not authorized by ICANN to conduct an Approved Launch Program, Registry Operator must enter into a binding and enforceable Registry-Registrar

    a.   **if Registry Operator conducts a Qualified Launch Program or is authorized by ICANN to conduct an Approved Launch Program (as those terms are defined in the Trademark Clearinghouse Requirements), Registry Operator must enter into a binding and enforceable Registry-Registrar Agreement with at least one ICANN accredited registrar prior to allocating any domain names pursuant to such Qualified Launch Program or Approved Launch Program, as applicable;**

    b.   **if Registry Operator does not conduct a Qualified Launch Program or is not authorized by ICANN to conduct an Approved Launch Program, Registry Operator must enter into a binding and enforceable Registry-Registrar Agreement with at least one ICANN accredited registrar at least thirty (30) calendar days prior to the expiration date of the Sunrise Period (as defined in the Trademark Clearinghouse Requirements) for the TLD; or**

    c.   **if this Agreement contains a Specification 13, Registry Operator must enter into a binding and enforceable Registry-Registrar Agreement with at least one ICANN accredited registrar prior to the Claims Commencement Date (as defined in Specification 13).**

Nothing in this Specification 7 shall limit or waive any other obligations or requirements of this Agreement applicable to Registry Operator, including Section 2.9(a) and Specification 9. | Capitalizing "Registry-Registrar Agreement" reflects the use of the defined term.

Revisions also clarify that Registry Operator must enter into a Registry-Registrar Agreement with at least one ICANN accredited registrar, and specify the timing related thereto. | **Spec 7, section 1 (a) and (b) Support.**

However, from a brand owner's perspective, it is important to stress that the reference to the appointment of "at least one ICANN accredited registrar" does not supersede the general obligations on the registry of non-discriminatory treatment of all registrars.

Spec 7, section 1 (c) Oppose.

Although intended to address a potential ambiguity in the RA, this amendment may now have created a new ambiguity for Brand registries. Under Spec 5, para 3.2 a Registry Operator is permitted to activate up to 100 names for the operation of promotion of the registry, and the RO may, if it chooses, self-allocate the names rather than registering them through an ICANN-accredited registrar. Some Brand TLDs, particularly those which do not intend to activate a large number of second level names immediately, might choose not to appoint a registrar and rely on this provision. The proposed amendment appears to suggest that this is no longer possible as the Brand registry cannot commence the TM Claims period without appointing a registrar.

In any event, the underlying rationale behind requiring a registry to conduct a TM Claims period (and consequently the need to ensure that at least one registrar has been appointed to accept third party requests for registration to avoid circumvention of the RPMs, which this amendment seeks to address) does not translate to Brand TLDs; these are closed branded spaces where the Registry Operator is accountable for the second-level names selected. |

Section	Change to Text	Comments and Rationale	BRG Comment
Spec 10; Section 6	**Emergency Thresholds** The following matrix presents the emergency thresholds that, if reached by any of the services mentioned above for a TLD, would cause the emergency transition of the Registry for the TLD as specified in Section 2.13 of this Agreement. **Critical FunctionEmergency Threshold** DNS Service ~~(all servers)~~4-hour total downtime / week DNSSEC proper resolution4-hour total downtime / week EPP24-hour total downtime / week RDDS ~~(WHOIS/Web-based WHOIS)~~24-hour total downtime / week Data Escrow~~Breach of the Registry Agreement as~~**Reaching any of the criteria for the release of deposits** described in Specification 2, Part B, Section 6~~6~~**6.2 through Section 6.6**.	Revision specifies the provisions of the Registry Agreement that relate to the data escrow obligation.	Neutral. No comment.
Spec 10; Section 8.2	**ICANN testing registrar**. Registry Operator agrees that ICANN will have a testing registrar used for purposes of measuring the **SLR**s described above. Registry Operator agrees to not provide any differentiated treatment for the testing registrar other than no billing of the transactions. ICANN shall not use the registrar for registering domain names (or other registry objects) for itself or others, except for the purposes of verifying contractual compliance with the conditions described in this Agreement. **Registry Operator shall identify these transactions using Registrar ID 9997.**	Clarify reporting requirements.	Neutral. No comment.

Section	Change to Text	Comments and Rationale	BRG Comment
Spec 13; Section 9.1	**"Applicable Brand Registry Agreements" means this Agreement and all other registry agreements between ICANN and the Applicable Brand Registry Operators.**	See discussion of changes to Specification 13, Section 11 below.	**Support but with further modification.** The way this is currently worded could imply that all registry agreements of a brand registry operator, i.e. including their non-Spec 13 TLDs, are taken into account when voting. The following amendment to the wording would remove this uncertainty - "Applicable Brand Registry Agreements" means this Agreement and all other registry agreements containing Specification 13 between ICANN and the Applicable Brand Registry Operators.
Spec 13; Section 9.2	**"Applicable Brand Registry Operators" means, collectively, the registry operators of top-level domains party to a registry agreement that contains this Specification 13, including Registry Operator.**	See discussion of changes to Specification 13, Section 11 below.	Support. No comment.

Section	Change to Text	Comments and Rationale	BRG Comment
Spec 13; Section 9.4	**"Brand Registry Operator Approval" means the receipt of each of the following: (i) the affirmative approval of the Applicable Brand Registry Operators whose payments to ICANN accounted for two-thirds of the total amount of fees (converted to U.S. dollars, if applicable, at the prevailing exchange rate published the prior day in the U.S. Edition of the Wall Street Journal for the date such calculation is made by ICANN) paid to ICANN by all the Applicable Brand Registry Operators during the immediately previous calendar year pursuant to the Applicable Brand Registry Agreements, and (ii) the affirmative approval of a majority of the Applicable Brand Registry Operators at the time such approval is obtained. For the avoidance of doubt, with respect to clause (ii), each Applicable Brand Registry Operator shall have one vote for each top-level domain operated by such Registry Operator pursuant to an Applicable Brand Registry Agreement.**	See discussion of changes to Specification 13, Section 11 below.	**Support but with further modification.** Overall, the BRG is supportive of the amendment. This is an important safeguard for Brand registries so that only those who have Spec 13 in their contracts will be able to vote through a change to its terms. However, the method of voting proposed for the Applicable Brand Registry Operator Approval is not ideal. Numbers of domains under management (and thus fees to ICANN) is not a good measure of the value and importance of the TLD for Brand Registry Operators. A simple majority by number (one vote per TLD) would seem more appropriate, and would be simpler. The BRG therefore recommends removing section (i) requirement from the vote, leaving (ii). However, we are also concerned about the practicalities of such a vote where many Registry Operators are relatively disengaged. This could be addressed by applying a minimum quorum.

Section	Change to Text	Comments and Rationale	BRG Comment
Spec 13; Section 11	**Notwithstanding Sections 7.6 and 7.7 of the Agreement, if any amendment contemplated by Section 7.6 or 7.7 of the Agreement (other than bilateral amendments between ICANN and Registry Operator and Board Amendments) would, if effective, amend the express terms of this Specification 13, such amendment shall not amend the express terms of this Specification 13 unless such amendment also receives Brand Registry Operator Approval. For the avoidance of doubt, (i) nothing in this Section 11 of this Specification 13 shall restrict ICANN and Registry Operator* from entering into bilateral amendments and modifications to this Specification 13 or any other provision of the Agreement, (ii) the requirements of this Section 11 of this Specification 13 shall not apply to any Board Amendment or otherwise restrict the adoption of Board Amendments pursuant to Section 7.6 of the Agreement, and (iii) if any amendment does not receive the required Registry Operator Approval under Section 7.6 or 7.7 of the Agreement, as applicable, the terms of this Specification 13 shall not be amended by such amendment even if such amendment receives Brand Registry Operator Approval.**	Revision made in response to requests by .BRAND TLD operators, and provides that global amendments (i.e. amendments approved pursuant to Section 7.6 or 7.7 of the registry agreements) cannot amend the provisions of Specification 13 unless such amendments are approved by .BRAND TLD registry operators.	**Support but with further modification.** Overall, the BRG is supportive of the amendment. This is an important safeguard for Brand registries so that only those who have Spec 13 in their contracts will be able to vote through a change to its terms. However, the power to veto by a vote of all registries is unacceptable. It is appropriate that other ROs should have the opportunity to comment, as was the case when Spec 13 was drafted, and just as other members of the ICANN Community can comment. It is not appropriate that other registries have the final say on an amendment to contractual provisions which do not apply to them. Sub clause (iii) should be deleted. We appreciate the confirmation that nothing in this amendment affects bilateral negotiations, however, greater clarification is required. Such bilateral negotiations may not be limited to those of a single registry with ICANN, but could be by a group of Brand registries, such as those represented by the BRG, or even all Brand registries. Whilst we do not consider this to be the correct interpretation, since it is possible that the proposed amendment might be interpreted as limiting such collective negotiations only to the section 7.6/7.7 process it would be preferable to amend the language to clarify that this is not the case. Brand TLDs should not be limited to effectuating amendments to Specification 13 as a minority voice within the RySG.

Section	Change to Text	Comments and Rationale	BRG Comment
			Therefore, the BRG recommends inserting the following text '(either individually or collectively as a group of Brand Registry Operators)' as below: **(i) nothing in this Section 11 of this Specification 13 shall restrict ICANN and Registry Operator** (either individually or collectively as a group of Brand Registry Operators) **from entering into bilateral amendments and modifications to this Specification 13 or any other provision of the Agreement,**