

DATA PROCESSING SPECIFICATION

The Internet Corporation for Assigned Names and Numbers (“ICANN”) and [INSERT REGISTRY OPERATOR NAME] agree, effective as of _____ that this Data Processing Specification shall be annexed to and incorporated in the Registry Agreement, dated as of [INSERT EFFECTIVE DATE] (the “Agreement”), for the top-level domain “[.TLD]” (the “TLD”). All capitalized terms not defined in this Data Processing Specification shall have the meaning given to them elsewhere in the Agreement. The Agreement does not define the requirements and responsibilities of the parties when Processing Personal Data for purposes other than those specified in the Agreement. Processing Personal Data outside of the scope of the Agreement is the sole responsibility of the respective party.

1. DEFINITIONS

The following terms shall have the following meanings for purposes of this Data Processing Specification, provided that such terms or any derivation thereof shall not define any term used elsewhere in the Agreement.

- 1.1. “Applicable Data Protection Laws” means a law or regulation applicable to a party that governs the Processing of Personal Registration Data under the Agreement, including the security and localization of such data, including, but not limited to, the European Union’s (“EU”) General Data Protection Regulation (2016/679) (“GDPR”) and its respective implementing laws.
- 1.2. “Data Protection Authority” means any competent supervisory data protection authority in the jurisdiction of a party or that otherwise has jurisdiction over a party to this Agreement (e.g., a lead supervisory authority).
- 1.3. “Data Security Breach” means a breach of security leading to the accidental or unlawful destruction, loss, alteration, unauthorized disclosure of, or access to, Personal Registration Data.
- 1.4. “Data Subject” means an identified or identifiable natural person who is the subject of Personal Data.
- 1.5. “Personal Data” means any information that can be used to directly or indirectly identify a Data Subject, such as a name, an identification number, location data, an online identifier, or information pertaining to an individual’s physical, physiological, genetic, mental, economic, cultural, or social identity.
- 1.6. “Personal Registration Data” means the Personal Data collected pursuant to the Registration Data Policy, this Agreement, or any registrar accreditation agreement from a natural or legal person in connection with a registered name.

- 1.7. “Processing” means any operation or set of operations performed on Personal Registration Data, whether or not by automated means, such as collection, recording, organization, structuring, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, restriction, erasure, or destruction. “Process,” “Processes,” “Processed,” or other derivatives of Processing capitalized and used herein will have the same meaning.
- 1.8. “Purpose” means the purposes for the parties’ Processing of Personal Registration Data as described in Section 2 of this Data Processing Specification.
- 1.9. “Registration Data Policy” means the Registration Data Policy effective as of 21 August 2025, available at <https://www.icann.org/resources/pages/registration-data-policy-2024-02-21-en>.
- 1.10. “Service Provider” means any subcontractor, vendor, or other third party carrying out Processing activities pursuant to this Data Processing Specification, registry agreements, registrar accreditation agreements, or the Registration Data Policy on behalf of a party.

2. PURPOSES FOR PROCESSING

- 2.1. The parties Process Personal Registration Data under the Agreement for the following limited Purposes:
 - 2.1.1. In accordance with the relevant registry agreements and registrar accreditation agreements, to activate a registered name and allocate it to the registered name holder;
 - 2.1.2. Subject to the registry and registrar terms, conditions, policies, and ICANN Consensus Policies, to:
 - 2.1.2.1. Establish the rights of a registered name holder in a registered name, and
 - 2.1.2.2. Ensure that a registered name holder may exercise its rights in the use, maintenance, and disposition of the registered name;
 - 2.1.3. Contribute to the maintenance of the security, stability, and resiliency of the domain name system in accordance with ICANN’s mission;
 - 2.1.4. Enable communication with the registered name holder on matters relating to the registered name;
 - 2.1.5. Provide mechanisms for safeguarding registered name holders’ registration data in the event of a business or technical failure of a registrar or Registry Operator, or unavailability of a registrar or Registry

Operator, as described in registrar accreditation agreements and the Agreement respectively;

- 2.1.6. Handle contractual compliance monitoring requests and audit activities consistent with the terms of the Agreement and the registrar accreditation agreements and any applicable processing agreements, by Processing specific data only as necessary;
- 2.1.7. Handle compliance complaints initiated by ICANN or third parties consistent with the terms of the Agreement and the registrar accreditation agreements;
- 2.1.8. Operationalize policies for the resolution of disputes regarding or relating to the registration of domain names (as opposed to the use of such domain names, but including where such policies take into account use of the domain names), namely, the Uniform Domain Name Dispute Resolution Policy (“UDRP”), the Uniform Rapid Suspension System (“URS”), the Trademark Post-Delegation Dispute Resolution Procedure (“PDDRP”), the Registration Restrictions Dispute Resolution Procedure (“RRDRP”), and the Registrar Transfer Dispute Resolution Policy (“TDRP”); and
- 2.1.9. Enable validation to confirm that registered name holders meet the eligibility criteria voluntarily adopted by a Registry Operator and that are described or referenced in the Registry Agreement for that generic top-level domain (“gTLD”).

3. RESPONSIBILITIES

- 3.1. Each party acknowledges that the role (as a controller, processor, or similar concepts or terms under Applicable Data Protection Laws) and the related responsibilities of a party for the Processing of the Personal Registration Data are attributed on the basis of an assessment of all relevant factual circumstances.
- 3.2. The assessment of all relevant factual circumstances (referred to in the foregoing Section 3.1 of this Data Processing Specification) includes an assessment of the contractual relations between ICANN, registry operators, and registrars, as laid out in the applicable registrar accreditation agreements, applicable registry agreements, Registration Data Policy, and the actual Processing activities carried out by ICANN, registry operators, and registrars in this regard, as further set forth in Annex 1 to this Data Processing Specification.

4. PROCESSING OF REGISTRATION DATA

- 4.1. Each party shall Process Personal Registration Data in accordance with (i) the Agreement (excluding this Data Processing Specification), (ii) this Data Processing Specification, (iii) the Registration Data Policy, and (iv) Applicable Data Protection Laws.

- 4.2. When either party transfers Personal Registration Data in a manner subject to cross-border data transfer restrictions under Applicable Data Protection Laws, for example a transfer of Personal Registration Data from the European Economic Area (“EEA”) to a non-EEA party or third party, the transferring party shall ensure that such transfers take place in compliance with Applicable Data Protection Laws, including, if applicable, the implementation of necessary transfer safeguards under such laws (e.g., EU Standard Contractual Clauses (“SCCs”), obtaining consent from Data Subjects and authority approval). The SCCs for transfers between controllers (Commission Implementing Decision (EU) 2021/914 of 4 June 2021) (“SCCs C-t-C”) in Annex 2, including their Appendix and the Annexes, apply to transfers of Personal Registration Data as further specified in Annex III, which contains operative provisions for the implementation of the SCCs C-t-C, subject to cross-border data transfer restrictions under Applicable Data Protection Laws of the EEA, the United Kingdom (“UK”) and Switzerland, from registry operators to ICANN establishments in third countries and shall be incorporated herein as part of this Data Processing Specification. If the SCCs C-t-C are repealed or amended by a Commission Decision, the new or amended version of the SCCs C-t-C shall automatically replace the SCCs C-t-C in Annex 2 and shall be deemed effective two (2) months after the Commission Decision on the new or amended version of the SCCs C-t-C entered into force. The parties must have agreed within this two-month (2) period on a language version of the new or amended version of the SCCs C-t-C, which shall be posted publicly on ICANN’s website prior to the end of the two-month (2) period. The foregoing mechanism shall apply accordingly if the SCCs C-t-C have to be amended or supplemented, or if changes to the description of the transfers of Personal Registration Data in Annex I.B. to the SCCs are required, due to a change of the underlying factual circumstances or pursuant to requirements of Applicable Data Protection Laws or mandatorily applicable guidance of authorities.
- 4.3. Each party shall ensure that all its employees, Services Providers, or any other persons acting on its behalf, who are authorized to Process Personal Registration Data and have access thereto, have acknowledged confidentiality and Processing obligations that meet the requirements of Applicable Data Protection Laws.
- 4.4. The parties shall: (i) provide privacy notices if required by, and in accordance with, Applicable Data Protection Laws, and (ii) reasonably assist each other with meeting their respective information (notice) obligations under Applicable Data Protection Laws, including, for the parties to provide Data Subjects with a reference (such as a link) to the Registry Operator’s or ICANN’s relevant privacy notice or policy.
- 4.5. If a party contracts with any Service Provider, the party shall enter into a written agreement with such third party as required under Applicable Data Protection Laws, including data processing agreements pursuant to Art. 28 of the GDPR, if applicable.

- 4.6. Each party will make publicly available, where applicable, the contact details for their EEA Representative in accordance with Article 27 of the GDPR or data protection officer where required by Applicable Data Protection Laws.

5. SECURITY OF PERSONAL REGISTRATION DATA

- 5.1. Each party has implemented and will maintain appropriate technical and organizational measures for Processing Personal Registration Data in accordance with (i) the Agreement (excluding this Data Processing Specification), (ii) this Data Processing Specification, (iii) the Registration Data Policy, and (iv) Applicable Data Protection Laws in order to ensure the security of the Personal Registration Data.
- 5.2. In assessing the appropriate level of security, the parties shall take due account of the risks involved in the Processing, the nature of the Personal Registration Data, and the nature, scope, context, and purposes of Processing.
- 5.3. Each party must develop a security policy that describes the technical and organizational measures implemented and maintained pursuant to Sections 5.1 and 5.2. In general, the security policy should include provisions on:
 - 5.3.1. An inventory of all hardware and software utilized by registration data systems to Process Personal Registration Data;
 - 5.3.2. The update policy of all hardware and software utilized by registration data systems to Process Personal Registration Data;
 - 5.3.3. The ability to ensure the ongoing confidentiality, integrity, availability, and resilience of registration data systems and of all hardware and software utilized by such systems, including encryption measures and their implementation and maintenance;
 - 5.3.4. The measures to limit access to only such individuals who are authorized to Process Personal Registration Data; and
 - 5.3.5. The processes for regular testing, assessing, and evaluating the effectiveness of the technical and organization measures described in the security policy.

6. SECURITY BREACH NOTIFICATION

- 6.1. Notification Timing. If ICANN becomes aware of any Data Security Breach relating to its Processing of Personal Registration Data, which concerns the Personal Registration Data of a registered name holder in a TLD of Registry Operator, it shall notify Registry Operator as soon as practicable. If Registry Operator becomes aware of any Data Security Breach relating to its Processing of Personal Registration Data, Registry Operator shall notify ICANN as required by Applicable Data Protection Laws.

- 6.2. Notification Format and Content. Notification of a Data Security Breach must be in writing via email or other secure method of electronic communication authorized by ICANN to an information or administrative contact identified by the parties (which shall be identified by the parties promptly following the date of this Data Processing Specification and updated as necessary to replace such contact), though communication may take place first via telephone. Any other provisions specifying the manner in which notice is to be provided under the Agreement or the content of such notice do not apply to the notification of a Data Security Breach pursuant to this Section 6 of the Data Processing Specification. Concurrent with the notification provided pursuant to Section 6.1, the notifying party must, to the greatest extent possible, provide the information described in Sections 6.2.1 through Section 6.2.5 below, and shall thereafter regularly update, as additional information becomes available, the information provided to the other party pursuant to this Section 6.2.
- 6.2.1. A reasonably detailed description of the nature of the incident;
 - 6.2.2. Expected resolution time (if known);
 - 6.2.3. A description of the measures taken or proposed to address the incident, including measures to mitigate the incident's possible adverse effects on Data Subjects and the parties;
 - 6.2.4. The categories and approximate volume of Personal Registration Data and Data Subjects potentially affected by the incident, and an assessment of the likely risks to and consequences of the incident on that Personal Registration Data and associated Data Subjects; and
 - 6.2.5. The name, email address, and telephone number of a representative of the notifying party with up-to-date knowledge of the incident who may be contacted to obtain incident updates.
- 6.3. Security Resources. The parties may, upon mutual agreement, cooperate to assist the other party with an identified Data Security Breach for the purpose of meeting such other party's obligations in relation to the notification of a Data Security Breach under Applicable Data Protection Laws.
- 6.4. External Communication. Registry Operator and ICANN agree to not publicly disclose any information concerning a Data Security Breach without first notifying the other party with regards to the content of such disclosure and providing a reasonable amount of time for the other party to provide comments, provided that ICANN shall only be obligated to notify the Registry Operator of any such intended external communication if, to ICANN's knowledge, such Data Security Breach (to which the communication relates) concerned Personal Registration Data of a registered name holder in a TLD of the Registry Operator. Any disclosure required under applicable laws (including any disclosure concerning a Data Security Breach

required by Applicable Data Protection Laws) or contemplated under the ICANN Bylaws is not subject to the requirements of this Section 6.4.

7. DATA SUBJECT RIGHTS

- 7.1. Each party shall handle requests from Data Subjects relating to the Processing of Personal Registration Data in a manner consistent with Applicable Data Protection Laws, including but not limited to, Data Subjects' exercise of rights related to (i) access, (ii) rectification, (iii) erasure, (iv) restriction of Processing, (v) data portability, (vi) objection to Processing, and (vii) automated decision-making.
- 7.2. Each party shall cooperate with the other, insofar as this is possible, and to the extent necessary to effectuate appropriate responses to Data Subjects' requests for exercising any of their rights under Applicable Data Protection Laws.
- 7.3. If ICANN's designated contact for Data Subject Access Requests receives a request from a Data Subject that provided Personal Registration Data to a registrar or whose Personal Registration Data were provided to a registrar, and that Data Subject is exercising its rights under Applicable Data Protection Laws with respect to the Personal Registration Data provided, ICANN must, without undue delay and in no event later than five (5) business days following receipt of such request, provide the Data Subject with information that will enable the Data Subject to identify and contact the relevant registrar (e.g., by making the Data Subject aware of the possibility of using the Domain Name Registration Data Lookup in order to identify the registrar). This obligation applies irrespective of an obligation of ICANN, if any, to respond to the request raised by the Data Subject.
- 7.4. Each party shall maintain a record of requests received from Data Subjects relating to the Processing of Personal Registration Data, the decisions made by such party in response to such requests, and any information that was provided by the Data Subject to such party for a minimum period of one (1) year after receiving the request, unless a different retention period is required or permitted under Applicable Data Protection Laws.

8. DATA RETENTION AND DELETION

The parties will retain Personal Registration Data only (i) as necessary to carry out the Purposes or otherwise in accordance with ICANN Consensus Policies or Temporary Policies and the Agreement, and (ii) as permitted under Applicable Data Protection Laws. If, at any time, any of the foregoing clauses (i) or (ii) is not satisfied, such party must promptly delete or return all Personal Registration Data, unless further Processing is permitted under Applicable Data Protection Laws.

9. PROCESSING OF COMMUNICATIONS

- 9.1. If a party receives any complaint, notice, or communication from a Data Protection Authority or Data Subject which relates, directly or indirectly, to the other party's: (i) Processing of the Personal Registration Data; or (ii) potential failure to comply

with Applicable Data Protection Laws as they relate to the Processing of Personal Registration Data, the receiving party shall, to the extent permitted by applicable law, as promptly as practicable, forward the complaint, notice, or communication to the other party (to an information or administrative contact identified by the party in accordance with Section 6.2; the notice provisions of the Agreement (in particular Section 7.9) shall not be applicable), provided that any non-willful failure to timely take such action shall not be a breach or failure to comply with this Section 9.1. Each party will provide the other party, upon the other party's request, with information reasonably required for the other party to respond to any such complaint, notice, or communication.

- 9.2. For the avoidance of doubt, the provisions of Section 9.1 of this Data Processing Specification shall not govern: (i) disputes or claims that are subject to UDRP, URS, PICDRP, RRDRP, or other third-party dispute resolution procedures available under the Agreement, or (ii) disputes or claims between Registry Operator and ICANN.

10. LIABILITY

- 10.1. To the extent permitted under Applicable Data Protection Laws, and except as provided in Section 10.3 below, each party's liability arising out of or related to this Data Processing Specification, including Clause 12 (a) of the SCCs C-t-C, but excluding Clauses 12 (b), (c) and (d) of the SCCs C-t-C, whether in contract, tort or under any other theory of liability, is subject to the limitations of liability set forth in Section 5.3 of the Agreement.
- 10.2. Except as provided in Section 10.3 below, and solely with respect to third party claims arising from or in connection with Registry Operator's actual or alleged breach of this Data Processing Specification, Registry Operator's aggregate monetary indemnification obligations under Section 7.1 of the Agreement will be limited to the greater of (i) the fees paid to ICANN during the preceding twelve-month period (excluding the Variable Registry-Level Fee set forth in Section 6.3 of the Agreement, if any), or (ii) the amount of \$5 million USD.
- 10.3. Notwithstanding anything to the contrary elsewhere in this Data Processing Specification or the Agreement, any limitation on indemnification obligations under this Section 10 will not apply to any claims (i) arising from or related to any act or omission involving the gross negligence, willful misconduct, or fraud on the part of the Registry Operator, or (ii) directly arising from a failure of the Registry Operator to comply with laws applicable to the Registry Operator.
- 10.4. Nothing in this section will affect the remaining terms of the Agreement relating to liability, including any specific exclusions from any limitation of liability.

11. INCORPORATION BY REFERENCE; PRIORITY; COSTS

- 11.1. This Data Processing Specification is hereby incorporated in, and forms a part of, Article 2 of the Agreement, as if this Specification was set forth therein in its entirety.
- 11.2. Unless expressly stated otherwise in this Data Processing Specification, if any provisions of this Data Processing Specification conflicts with any other provisions of the Agreement (including any other Specification of the Agreement), such provision of the Data Processing Specification shall prevail and supersede the conflicting provisions of the Agreement. Any conflict between Section 4.1(iv) of this Data Processing Specification (Applicable Data Protection Laws) and any other provision of the Agreement (including any other Specification of the Agreement) is governed by Section 7.13 of the Agreement (Severability; Conflicts with Laws). Clause 5 of the SCCs C-t-C in Annex 2 shall remain unaffected.
- 11.3. Unless expressly stated otherwise in this Data Processing Specification, nothing in this Data Processing Specification waives any obligation on the parties under the Agreement, including obligations to comply with Consensus and Temporary Policies in existence today or that may be adopted in the future.
- 11.4. If Consensus Policy recommendations adopted by the ICANN Board of Directors have potential relevance to this Data Processing Specification, ICANN or the DPS Working Group may send a DPS Negotiation Notice and initiate a DPS Discussion Period. Any and all proposed amendments are subject to discretionary review and approval by ICANN and the DPS Working Group through the procedures described in Section 13 of this Data Processing Specification.
- 11.5. Each party shall bear its own respective costs incurred (i) in connection with the preparation of this Data Processing Specification and (ii) for the performance of its obligations under the Data Processing Specification, unless another allocation of costs has been expressly stipulated.

12. TERMINATION

- 12.1. Either ICANN or Registry Operator may terminate this Data Processing Specification for any or no reason upon sixty (60) calendar days advance notice to the other party. Any termination rights under the Agreement (excluding this Data Processing Specification) are applicable separately, provided, however, that either party may not exercise its termination rights under the Agreement (excluding the Data Processing Specification) for breach of the Data Processing Specification, unless such breach is also a breach of the Agreement (excluding the Data Processing Specification). All other rights and remedies under the Agreement (excluding the Data Processing Specification) are unaffected and may be applied in the event of a breach of the Data Processing Specification. Nothing in this section will affect the parties' termination rights or other remedies under the Agreement (excluding the Data Processing Specification) for breaches of the Agreement

(excluding the Data Processing Specification). In case the Data Processing Specification has been terminated pursuant to this Section 12.1, the terms of the Agreement (excluding this Data Processing Specification) will remain in full force and effect until the Agreement (excluding this Data Processing Specification) expires or is terminated in accordance with its terms. Except as set forth in this Section 12.1, this Data Processing Specification shall terminate automatically on termination or expiry of the Agreement, or as envisaged under the Approved DPS Amendment.

- 12.2. For the avoidance of doubt, the termination of this Data Processing Specification shall not relieve the parties of any obligation or breach accruing prior to such termination. This Section 12.2, Section 22, Section 4.1 (i), (iii) and (iv), Section 4.2, Section 10 and Section 14 as well as the contractual measures included in Annex 2 (e.g., SCCs C-t-C) shall survive the expiration or termination of this Data Processing Specification and shall continue to remain effective until they are (i) repealed by mutual agreement of the parties, or (ii) replaced by a new data protection agreement between the parties. The right to termination by either party contained in such contractual measures (e.g., Clause 16 of the SCCs C-t-C) shall remain unaffected.

13. AMENDMENT PROCEDURE

- 13.1. The terms of this Section define the process for amending this Data Processing Specification and supersede the amendment procedures in Section 7.7 of the Agreement. If the terms of this Section, at any time, conflict with any other provisions of the Agreement (including any other specification of the Agreement), the terms of this Section shall prevail and supersede the conflicting provisions of the Agreement. The provisions in Section 7.6 of the Agreement shall remain unaffected.
- 13.2. Definitions for the purposes of this Section.
- 13.2.1. “Applicable DPS Parties” means collectively, (i) the registry operators of top-level domains party to a registry agreement that contains this Data Processing Specification (or a materially similar data processing specification) and (ii) the registrars party to a registrar accreditation agreement that contains this Data Processing Specification (or a materially similar data processing specification), in each case to the extent impacted by any proposed amendment subject to negotiation under this Section 13.2.1.
- 13.2.2. “DPS Chair” means the person appointed from the DPS Working Group by the chairperson of the Registry Stakeholder Group and the chairperson of the Registrar Stakeholder Group to serve as the chairperson of the DPS Working Group.

- 13.2.3. “DPS Working Group” means representatives of the Applicable DPS Parties and other members of the community that the Registry Stakeholder Group and the Registrar Stakeholder Group appoint, from time to time, to serve as a working group to consult on amendments to this Data Processing Specification (excluding bilateral amendments pursuant to Section 7.6(i) of the Agreement). For purposes of this Data Processing Specification, references to the Working Group in the Agreement means the DPS Working Group.
- 13.2.4. “DPS Working Group Approval” means approval by a consensus of the DPS Working Group following consultation with the relevant Stakeholder Group (Registry Stakeholder Group or Registrar Stakeholder Group as may be applicable).
- 13.3. If either the Chief Executive Officer of ICANN (“CEO”) or the DPS Chair desire to discuss any revision(s) to this Data Processing Specification, the CEO or DPS Chair, as applicable, shall provide written notice to the other person, which shall set forth in reasonable detail the proposed revisions to this Data Processing Specification (a “DPS Negotiation Notice”); provided, however, that a DPS Negotiation Notice from the DPS Chair shall only be valid if accompanied by the written evidence of approval by [a consensus] of the DPS Working Group. Notwithstanding the foregoing, under this Section 13.3, neither the CEO nor the DPS Chair may (i) propose revisions to this Data Processing Specification that modify any Consensus Policy then existing or (ii) propose revisions to any other portion of the Agreement other than this Data Processing Specification.
- 13.4. Following receipt of the DPS Negotiation Notice by either the CEO or the DPS Chair, ICANN and the DPS Working Group shall consult in good faith negotiations regarding the substance of the proposed revisions to this Data Processing Specification, which shall be in the form of a proposed amended and restated version of this Data Processing Specification (the “DPS Proposed Revisions”), for a period of at least ninety (90) calendar days (unless a resolution is earlier reached) from receipt of the DPS Negotiation Notice and attempt to reach a mutually acceptable agreement relating to the DPS Proposed Revisions (the “DPS Discussion Period”).
- 13.5. If an agreement is reached on the DPS Proposed Revisions, ICANN shall post the mutually agreed DPS Proposed Revisions on its website for public comment for no less than thirty (30) calendar days (the “DPS Revisions Posting Period”) and provide notice of such DPS Proposed Revisions to all Applicable DPS Parties in accordance with Section 13.6.4. ICANN and the DPS Working Group will consider the public comments submitted on the DPS Proposed Revisions during the DPS Revisions Posting Period (including comments submitted by the Applicable DPS Parties). Within sixty (60) calendar days of the conclusion of the DPS Revisions Posting Period, the DPS Proposed Revisions (with modifications, if any, to reflect and/or address input from ICANN, the DPS Working Group, and public comments (as applicable)) shall be submitted for DPS Working Group Approval and approval

by the ICANN Board of Directors. If such approvals are obtained, the DPS Proposed Revisions shall be deemed approved (an “Approved DPS Amendment”) by the Applicable DPS Parties and ICANN, and shall be effective and deemed an amendment and restatement to this Data Processing Specification upon sixty (60) calendar days’ notice from ICANN to the Applicable DPS Party.

- 13.6. If, following the conclusion of the DPS Discussion Period, an agreement is not reached between ICANN and the DPS Working Group on the DPS Proposed Revisions, either the CEO or the DPS Chair may provide the other person written notice (the “DPS Mediation Notice”) requiring ICANN and the DPS Working Group to attempt to resolve the disagreements related to the DPS Proposed Revisions through impartial, facilitative, non-evaluative, and non-binding mediation in accordance with the terms and conditions set forth below.
 - 13.6.1. The mediation shall be conducted by a single mediator selected by the CEO and the DPS Chair. If the CEO and DPS Chair cannot agree on a mediator within fifteen (15) calendar days following delivery of the DPS Mediation Notice pursuant to Section 13.6, the CEO and DPS Chair will promptly select a mutually acceptable mediation provider entity, which shall, as soon as practicable following such entity’s selection, designate a mediator who is a licensed attorney with expertise regarding the Applicable Data Protection Laws and general knowledge of contract law in the applicable jurisdiction(s) implicated by such DPS Proposed Revisions; who has no ongoing business relationship with either ICANN or any Applicable DPS Party; and, to the extent necessary to mediate the particular dispute, with general knowledge of the domain name system. Any mediator must confirm in writing that he or she is not, and will not become during the term of the mediation, an employee, partner, executive officer, director, or security holder of ICANN or an Applicable DPS Party. If such confirmation is not provided by the appointed mediator, then a replacement mediator shall be appointed pursuant to this Section 13.6.1.
 - 13.6.2. The mediator shall conduct the mediation in accordance with the rules and procedures for facilitative mediation that he or she determines following consultation with the CEO and the DPS Chair. Representatives of ICANN and the DPS Working Group shall discuss the dispute in good faith and attempt, with the mediator’s assistance, to reach an amicable resolution of the dispute.
 - 13.6.3. Each party shall bear its own cost in the mediation. The parties shall share equally the fees and expenses of the mediator.
 - 13.6.4. If an agreement is reached during the mediation, ICANN shall post the mutually agreed DPS Proposed Revisions on its website for the DPS Revisions Posting Period and provide notice to all Applicable DPS Parties in accordance with Section 7.9 of the Agreement. ICANN and

the DPS Working Group will consider the public comments submitted on the agreed DPS Proposed Revisions during such DPS Revisions Posting Period (including comments submitted by the Applicable DPS Parties). Within sixty (60) days of the conclusion of the DPS Revisions Posting Period, the DPS Proposed Revisions (with modifications, if any, to reflect and/or address input from ICANN, the DPS Working Group, and public comments (as applicable)) shall be submitted for DPS Working Group Approval and approval by the ICANN Board of Directors. If such approvals are obtained, the DPS Proposed Revisions shall be deemed an Approved DPS Amendment by the Applicable DPS Parties and ICANN, and shall be effective and deemed an amendment to this Data Processing Specification upon sixty (60) calendar days' notice from ICANN to the Applicable DPS Parties.

- 13.6.5. If ICANN and the DPS Working Group have not resolved the dispute for any reason by the date that is ninety (90) calendar days following delivery of the DPS Mediation Notice pursuant to Section 13.6, the mediation shall automatically terminate (unless extended by agreement of the parties).
- 13.7. If, following mediation, ICANN and the DPS Working Group have not reached an agreement on the DPS Proposed Revisions, either the CEO or the DPS Chair may provide the other person written notice (an "Arbitration Notice") requiring ICANN and the Applicable DPS Parties to resolve the dispute through binding arbitration in accordance with the arbitration provisions of Section 5.2 of the Agreement, subject to the requirements and limitations of this Section 13.7.
 - 13.7.1. If an Arbitration Notice is sent, the DPS Proposed Revisions (be those from ICANN, the Working Group, or both) subject to the arbitration shall be posted on ICANN's website for a period of no less than thirty (30) calendar days. The DPS Proposed Revisions, as revised by a party in its discretion, shall be provided to a three (3) person arbitrator panel. For the avoidance of doubt, each party has the right to modify its DPS Proposed Revisions before its submission to the arbitration panel. The arbitration proceeding may not commence prior to the above thirty (30) calendar day period, and ICANN may consolidate all challenges brought by individual registry operators and registrars into a single proceeding.
 - 13.7.2. Except as set forth in this Section 13.7.2, the arbitration panel shall be selected, and the arbitration proceedings shall be established and conducted, as provided in Section 5.2 of the Agreement.
 - 13.7.3. No amendment to this Data Processing Specification relating to the DPS Proposed Revisions may be submitted for arbitration by either the DPS Working Group or ICANN, unless, in the case of the DPS Working Group, the proposed amendment has received DPS Working Group

Approval and, in the case of ICANN, the proposed amendment has been approved by the ICANN Board of Directors.

- 13.7.4. In order for the arbitrator panel to approve either ICANN or the DPS Working Group's proposed amendment relating to the DPS Proposed Revisions, the arbitrator panel must conclude that such proposed amendment is consistent with a balanced application of the Applicable Data Protection Laws, ICANN's applicable core values (as described in ICANN's Bylaws), and reasonable in light of the balancing of the costs and benefits to the business interests of the Applicable DPS Parties and ICANN (as applicable), and the interests or fundamental rights and freedoms of the Data Subjects which require protection of Personal Data and are to be appropriately considered by the DPS Proposed Revisions as set forth in such amendment. If the arbitrator panel concludes that either ICANN or the DPS Working Group's DPS Proposed Revisions meets the foregoing standard, such amendment shall be effective and deemed an amendment to the Data Processing Specifications upon sixty (60) calendar days' notice from ICANN to Applicable DPS Parties.
- 13.8. Notwithstanding any other provision of this Data Processing Specification, the DPS Working Group shall be formed, and the DPS Chair shall be appointed, within thirty (30) calendar days of the written request (which may be delivered through electronic means) of ICANN to the chairperson of the Registry Stakeholder Group and the chairperson of the Registrar Stakeholder Group requesting formation of the DPS Working Group and appointment of the DPS Chair. If the DPS Working Group is not formed or the DPS Chair is not appointed within such thirty (30) day period, ICANN may in its sole discretion, upon notice to the chairperson of the Registries Stakeholder Group and the chairperson of the Registrar Stakeholder Group, terminate this Data Processing Specification effective immediately upon delivery of such notice in accordance with the terms of the Agreement.
- 13.9. Nothing in this Section 13 shall restrict ICANN and Registry Operator from entering into bilateral amendments, modifications, or request for waivers to this Data Processing Specification negotiated solely between the two parties in accordance with Section 7.6(i) of the Agreement, provided, however, that notwithstanding anything to the contrary in Section 7.6(i) of the Agreement, the Registry Operator can initiate bilateral discussions under Section 7.6(i) of the Agreement only under the following conditions:
 - 13.9.1. It is based on the receipt of either (i) a written legal opinion from a nationally recognized law firm in the applicable jurisdiction that states that compliance with this Data Processing Specification by the Registry Operator is reasonably likely to violate applicable law (the "Opinion"), or (ii) a ruling of, or written guidance from, a governmental body of competent jurisdiction providing that compliance with the Data Processing Specification violates applicable law, the Registry Operator determines in good faith that such compliance violates applicable law,

and the Registry Operator provides written notice of such determination to ICANN.

- 13.9.2. The written notice specifies either (i) a waiver request from compliance with specific terms and conditions of this Data Processing Specification, or (ii) initiation of bilateral amendment discussions pursuant to Section 7.6(i) of the Agreement, (a “DPS Exemption Request”). Such written notice shall: (i) specify the relevant applicable law, the allegedly offending Data Processing Specification terms, the manner in which such terms violates applicable law, and a reasonable description of such determination and any other facts and circumstances related thereto, (ii) be accompanied by a copy of the Opinion and/or governmental ruling or guidance, as applicable, and (iii) be accompanied by any documentation received by the Registry Operator from any governmental authority in each case, related to such determination, and such other documentation reasonably requested by ICANN.
- 13.9.3. Following receipt of such notice, ICANN and the Registry Operator shall discuss the matter in good faith in an effort to reach a mutually acceptable resolution of the matter. ICANN’s office of general counsel may either (i) temporarily or permanently suspend compliance and enforcement of the affected provisions of this Data Processing Specification and grant a waiver under the DPS Exemption Request, or (ii) initiate amendment discussions in accordance with Section 7.6(i) of the Agreement. Prior to granting any waiver or entering into an amendment, ICANN will post its determination on its website for a period of thirty (30) calendar days.
- 13.9.4. ICANN may, in its discretion, elect to issue a DPS Negotiation Notice to the DPS Chair concerning the DPS Exemption Request. Upon such notice, the parties agree to stop bilateral discussions under the Agreement and follow the negotiation process set forth in this Section 13 of the Data Processing Specification.

14. CONFIDENTIALITY

Any information that a party discloses to the other party (the “receiving party”) pursuant to this Data Processing Specification that has been designated in writing to the receiving party as “confidential trade secret,” “confidential commercial information,” or

“confidential financial information” shall be kept confidential by the receiving party in accordance with Section 7.15 of the Agreement.¹

IN WITNESS WHEREOF, the parties hereto have caused this Data Processing Specification to be executed by their duly authorized representatives as of the effective date first stated above.

INTERNET CORPORATION FOR ASSIGNED NAMES AND NUMBERS

By:
Name:
Title:

[REGISTRY OPERATOR]

By:
Name:
Title:

¹ For Registry Agreements that do not contain a relevant confidentiality provision, Section 7.15 of the base gTLD registry agreement will be added to this Data Processing Specification.

ANNEX 1: FACTUAL CIRCUMSTANCES OF PROCESSING

1. Introduction

- 1.1. This Annex to this Data Processing Specification describes the parties' Processing of Personal Registration Data.
- 1.2. The Processing described below is performed pursuant to registrar accreditation agreements ("RAAs"), registry agreements ("RAs"), and the Registration Data Policy.
- 1.3. There are three (3) main categories of Processing contemplated in RAAs, RAs, and the Registration Data Policy:
 - 1.3.1. Personal Registration Data Processing;
 - 1.3.2. Compliance Personal Registration Data Processing; and
 - 1.3.3. Escrowed Personal Registration Data Processing.
- 1.4. The specific Processing operations performed in each category are described in Section 3 of this Annex (Description of Processing).

2. Types of Personal Data to Be Processed

- 2.1. Data Subjects may provide Personal Registration Data in connection with the registration of a domain name from a registrar, as specified in Section 2.4 of this Annex.
- 2.2. Registration Data may or may not contain Personal Data, depending on the individual circumstances of a specific domain name registration.
- 2.3. The categories of Processing of Personal Registration Data referenced in Section 1.3 of this Annex and described in Section 3 of this Annex each concern the same data element values listed in Section 2.4 of this Annex.
- 2.4. Personal Registration Data Processed within the scope of this Data Processing Specification and this Annex will include the following data element values. Some of these data values are optional and are not required to be Processed pursuant to RAAs, RAs, and the Registration Data Policy. Also, these values do not include any data a party may Process outside of the scope of RAAs, RAs, and the Registration Data Policy (i.e., in connection with internal business operations):
 - 2.4.1. Domain Name;
 - 2.4.2. Registry Domain ID;
 - 2.4.3. Registrar Whois Server;

- 2.4.4. Registrar URL;
- 2.4.5. Updated Date;
- 2.4.6. Creation Date;
- 2.4.7. Registry Expiry Date;
- 2.4.8. Registrar Registration Expiration Date;
- 2.4.9. Registrar;
- 2.4.10. Registrar IANA ID;
- 2.4.11. Registrar Abuse Contact Email;
- 2.4.12. Registrar Abuse Contact Phone;
- 2.4.13. Reseller;
- 2.4.14. Domain Status(es);
- 2.4.15. Registry Registrant ID;
- 2.4.16. Registrant Name;
- 2.4.17. Registrant Organization;
- 2.4.18. Registrant Street;
- 2.4.19. Registrant City;
- 2.4.20. Registrant State/Province;
- 2.4.21. Registrant Postal Code;
- 2.4.22. Registrant Phone;
- 2.4.23. Registrant Phone ext;
- 2.4.24. Registrant Fax;
- 2.4.25. Registrant Fax ext;
- 2.4.26. Registrant Email;
- 2.4.27. Tech ID;
- 2.4.28. Tech Name;

2.4.29. Tech Phone; and

2.4.30. Tech Email.

3. Description of Processing

DESCRIPTION OF PROCESSING			
Processing Category	Registry Operator	Registrar	ICANN
<p>3.1. Personal Registration Data Processing.</p>	<p>3.1.1.1. Registry Operators receive Personal Registration Data from Registrars.</p> <p>3.1.1.2. Registry Operators transfer Personal Registration Data to Uniform Rapid Suspension providers.</p> <p>3.1.1.3. Registry Operators publish Personal Registration Data in the Registration Data Directory Services.</p> <p>3.1.1.4. Registry Operators transfer Personal Registration Data to third-party requestors.</p> <p>3.1.1.5. Registry Operators transfer Personal Registration Data to ICANN for ICANN to verify and ensure the operational stability of Registry Services.</p>	<p>3.1.2.1. Registrars collect Personal Registration Data from registrants.</p> <p>3.1.2.2. Registrars validate and verify data element values contained in Personal Registration Data.</p> <p>3.1.2.3. Registrars transfer Personal Registration Data to the Registry Operator.</p> <p>3.1.2.4 Registrars retain Personal Registration Data.</p> <p>3.1.2.5. Registrars transfer Personal Registration Data to Uniform Rapid Suspension providers.</p> <p>3.1.2.6. Registrars transfer Personal Registration Data to Uniform Domain Name Dispute</p>	<p>3.1.3. ICANN Processes Personal Registration Data from Registry Operators to verify and ensure the operational stability of Registry Services.</p>

Processing Category	Registry Operator	Registrar	ICANN
		<p>Resolution Providers.</p> <p>3.1.2.7. Registrars publish Personal Registration Data in the Registration Data Directory Services.</p> <p>3.1.2.8. Registrars transfer Personal Registration Data to third-party requestors.</p>	
<p>3.2 Compliance Personal Registration Data Processing.</p>	<p>3.2.1.1 Registry Operators transfer compliance Personal Registration Data to ICANN, or its designee, for the purposes of responding to an inquiry, notice, or complaint or cooperating with a contractual compliance audit.</p> <p>3.2.1.2. Registry Operators transfer compliance Personal Registration Data to ICANN, or its designee, to facilitate compliance checks on accredited registrars.</p>	<p>3.2.2. Registrars transfer compliance Personal Registration Data to ICANN, or its designee, for the purposes of responding to an inquiry, notice, or complaint or cooperating with a contractual compliance audit.</p>	<p>3.2.3.1. ICANN Processes compliance Personal Registration Data in furtherance of its Contractual Compliance function.</p> <p>3.2.3.2. ICANN Processes compliance Personal Registration Data in the course of auditing a contracted party's compliance with RAA or RA Requirements.</p>
<p>3.3. Escrowed Personal</p>	<p>3.3.1. Registry Operators transfer escrowed Personal</p>	<p>3.3.2. Registrars transfer escrowed Personal Registration</p>	<p>3.3.3.1. ICANN Processes escrowed Personal Registration</p>

Processing Category	Registry Operator	Registrar	ICANN
Registration Data Processing.	Registration Data to an ICANN-approved data escrow agent.	Data to an ICANN approved data escrow agent.	<p>Data in connection with an event requiring Emergency Back End Registry Operator (“EBERO”) services.</p> <p>3.3.3.2. ICANN Processes escrowed Personal Registration Data in connection with a registrar de-accreditation.</p>