

[Note: For TLDs with Variants Only]

[SPECIFICATION 14

VARIANT TLDS

1. **Definitions.**

- 1.1. **“Applicable Variant TLD Registry Agreements”** means this Agreement and all other registry agreements that contain this Specification 14 between ICANN and the Applicable Variant TLD Registry Operators.
- 1.2. **“Applicable Variant TLD Registry Operators”** means, collectively, the registry operators of top-level domains party to a registry agreement that contains this Specification 14, including Registry Operator.
- 1.3. **“Primary TLD”** is the top-level domain identified in Section 1.1 of the Agreement.
- 1.4. **“Root Zone Label Generation Rules” or “RZ-LGR”** are the set of rules that determine valid internationalized top-level domain names and their variant names published at <https://icann.org/rz-lgr>, as may be updated by ICANN from time to time.
- 1.5. **“TLD Set”** is the Primary TLD and the Variant TLD(s).
- 1.6. **“Variant TLD Registry Operator Approval”** means the receipt of each of the following: (i) the affirmative approval of the Applicable Variant TLD 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 Variant TLD Registry Operators during the immediately previous calendar year pursuant to the Applicable Variant TLD Registry Agreements, and (ii) the affirmative approval of a majority of the Applicable Variant TLD Registry Operators at the time such approval is obtained. For the avoidance of doubt, with respect to clause (ii), each Applicable Variant TLD Registry Operator shall have one (1) vote for each top-level domain operated by such Registry Operator pursuant to an Applicable Variant TLD Registry Agreement.
- 1.7. **“Variant TLD(s)”** are the following top-level domain whose DNS label is a variant of the Primary TLD’s DNS label, as determined by the RZ-LGR:
 - (1) [include each approved variant TLD here]

2. **Requirements for TLD Set.**

- 2.1. **Maintenance of the Primary TLD and the TLD Set.** The Primary TLD must remain the Primary TLD and the designation of the Primary TLD cannot be changed. ~~Each~~ Except as set forth in this Specification 14, each reference to “TLD” in the Agreement shall refer to each of the Primary TLD and Variant TLD(s) individually and this Agreement shall apply in full force and effect to each Primary TLD and Variant TLD(s) as though each individually had its own registry agreement.
- 2.2. **Critical Functions and Material Subcontracting Arrangements.** The same entity shall perform the same Critical Function(s) (as identified in Section 6 of Specification 10) for each TLD within the TLD Set.
- 2.3. **Change of Control; Assignment and Changes to Material Subcontracting Arrangements.** In the event of an assignment, a direct or indirect change of control or a Material Subcontracting Arrangement pursuant to Section 7.5 of the Agreement, any such assignment, change of control or Material Subcontracting Arrangement, as applicable, shall apply to all TLDs in the TLD Set.
- 2.4. **Registry Services.** Unless otherwise mutually agreed to, all Registry Services shall be offered for all TLDs in the TLD Set, and in the same manner for each TLD.
- 2.5. **Delegation of the TLD Set.** Registry Operator shall complete all testing and procedures for delegation for all the TLDs in the TLD Set within the time frame specified in Section 4.3(b) of the Agreement; provided however that, if Registry Operator fails to complete all testing and procedures for delegation (i) for any Variant TLD, then such Variant TLD shall be removed from the TLD Set or (ii) for the Primary TLD, then each TLD within the TLD Set shall be deemed to have failed and ICANN may terminate the Agreement pursuant to Section 4.3(b) of the Agreement.
- 2.6. **Data Escrow.** Registry Operator shall engage with the same Escrow Agent for all TLDs in the TLD Set in accordance with Specification 2.
- 2.7. **Zone File Access.** Zone file data provided by the Registry Operator pursuant to Section 2 of Specification 4 shall include a separate zone file for each TLD in the TLD Set.
- 2.8. **Emergency Thresholds.** If any one of the events set forth in (i) through (iii) of Section 2.13(a) of the Agreement has occurred such that an emergency transition is required for any TLD in the TLD Set, then each TLD within the TLD Set shall be deemed to require an emergency transition and shall be subject to Section 2.13 of the Agreement.

- 2.9. **Renewal.** If any one of the events set forth in Section 4.2(a) of the Agreement has occurred such that the Agreement shall, upon notice to Registry Operator, terminate at the expiration of the then-current Term for any TLD in the TLD Set, then each TLD within the TLD Set shall be deemed to have reached the same non-renewal threshold.
- 2.10. **Termination.** If any one of the events for termination set forth in Section 4.3 of the Agreement has occurred such that ICANN may exercise its right to terminate the Agreement for any TLD in the TLD Set, then each TLD within the TLD Set shall be deemed to have reached the same termination event.
- 2.11. **Transition of Registry upon Termination of Agreement.** In the event that this Agreement is terminated and any TLD in the TLD Set is removed from the root zone pursuant to Section 4.5 of the Agreement, then each TLD within the TLD Set shall also be removed and in the event any TLD in the TLD Set is transitioned to a successor registry operator, then each TLD within the TLD Set shall be transitioned to the same such successor registry operator.
- 2.12. **Voluntary Removal and Revocation of Variant TLDs.** Registry Operator may request to remove one or more Variant TLD(s) from the TLD Set. In the event that domain name registrations exist at the second-level under the delegated Variant TLD(s), such request must include a transition plan for the existing domain name registrations under the Variant TLD(s) to be submitted to ICANN for its review and approval. If an amendment to this Agreement removes a Variant TLD that is delegated in the root zone, then that Variant TLD alone shall be removed from the root zone. All other TLDs in the TLD Set shall remain delegated. If no Variant TLDs remain, the provisions of this Specification 14 shall thereafter no longer have any effect.
- 2.13. ~~{Fees.}¹~~

~~2.14(1)~~ Registry Operator's obligation to pay the Registry-Level Fixed Fee will begin on the date on which the first TLD in the TLD Set is delegated in the DNS to Registry Operator. Registry Operator shall pay the Registry-Level Fixed Fee for such TLD in accordance with Article 6 and such payment shall be deemed to satisfy Registry Operator's obligation to pay the Registry-Level Fixed Fee for each other TLD in the TLD Set.

~~(2)~~ The Transaction Threshold shall be calculated based on the cumulative number of Transactions for all TLDs in the TLD Set during

¹~~Note for Public Comment: Pending ICANN Board adoption of Final Recommendation 7.4 and Final Recommendation 7.5 of Phase 1 Final Report on the Internationalized Domain Names Expedited Policy Development Process (<https://gnso.icann.org/sites/default/files/policy/2023/correspondence/epdp-idns2-leadership-team-et-al-to-gnso-council-et-al-08nov23-en.pdf>).~~

any calendar quarter or any consecutive four calendar quarter period in the aggregate.

(3) Registry Operator shall pay the RPM Access Fee for one TLD in the TLD Set and this shall be deemed to satisfy Registry Operator's obligation to pay the RPM Access Fee for each other TLD in the TLD Set.

2.14. Reservations for Registry Operations. The five hundred (500) domain names available to Registry Operator under Section 3.2 of Specification 5 shall be cumulative across all TLDs in the TLD Set such that at no time may Registry Operator register more than five hundred (500) of such names.

2.15. Allocation of Variant Second-Level Names. Section 7 of Specification 6 shall apply across all TLDs in the TLD Set such that all second-level domain names, and any allocatable variants thereof, under the TLD Set is either allocated to the same registrant, or else withheld for possible allocation only to that registrant.

~~2.15~~16. **Amendments and Waivers.**

(1) For purposes of clause (B) of Section 7.6(j)(ii) of the Agreement, Registry Operator shall have one (1) vote for the TLD Set.

(2) 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 14, such amendment shall not amend the express terms of this Specification 14 unless such amendment also receives Variant TLD Registry Operator Approval. For the avoidance of doubt, (i) nothing in this Section ~~2.15~~16 of this Specification 14 shall restrict ICANN and Registry Operator from entering into bilateral amendments and modifications to this Specification 14 or any other provision of the Agreement, (ii) the requirements of this Section ~~2.15~~16 of this Specification 14 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 14 shall not be amended by such amendment even if such amendment receives Variant TLD Registry Operator Approval.

~~2.16~~17. **[Note: For .Brand TLDs Only:** The following provisions shall apply if this Agreement includes Specification 13:

- (1) If any TLD in the TLD Set ceases to qualify as a .Brand TLD pursuant to Section 1 or Section 2 of Specification 13, then concurrent therewith (i) each TLD within the TLD Set shall cease to be a .Brand TLD, (ii) the Registry Operator shall immediately comply with the provisions of the Agreement no longer modified by Specification 13 (other than Sections 2 and 4.3 of Specification 13) and (iii) the provisions of Specification 13 (other than Sections 2 and 4.3 of Specification 13) shall thereafter no longer have any effect.
- (2) For the avoidance of doubt, each reference to “TLD” in Specification 13, including any reference to “.Brand TLD,” shall refer to each of the Primary TLD and Variant TLD(s) individually and Specification 13 shall apply in full force and effect to each Primary TLD and Variant TLD(s) as though each individually had its own Specification 13.
- (3) Notwithstanding the last sentence of Section 9.4 of Specification 13, Registry Operator shall have one vote for each Primary TLD operated by such Registry Operator pursuant to an Applicable Brand Registry Agreement.]]