

INTERNATIONAL CHAMBER OF COMMERCE
INTERNATIONAL COURT OF ARBITRATION
CASE NO. 17917/VRO

BETWEEN:

EMPLOY MEDIA LLC (U.S.A.)

Claimant

and

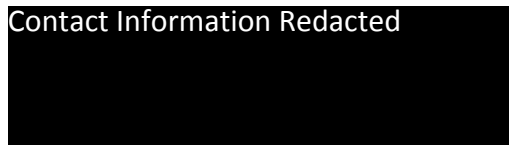
**INTERNET CORPORATION FOR ASSIGNED NAMES AND NUMBERS
(U.S.A.)**

Respondent

TERMS OF REFERENCE

(issued pursuant to Article 18 of the 1998 Rules of Arbitration
of the International Chamber of Commerce)

The Arbitral Tribunal : **Contact Information Redacted**



**INTERNATIONAL CHAMBER OF COMMERCE
INTERNATIONAL COURT OF ARBITRATION**

CASE NO. 17917/VRO

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In accordance with Article 18 of the 1998 Rules of Arbitration of the International Chamber of Commerce (the "ICC Rules"), the undersigned have agreed upon the Terms of Reference set forth herein.

I. THE PARTIES AND THEIR COUNSEL

A. The Claimant

1. EMPLOY MEDIA LLC ("Employ Media") is a Delaware limited liability company with its headquarters in Cleveland, Ohio. The majority owners of Employ Media are Second Generation, Ltd., and X Gen, Ltd. (collectively, "Second Generation"), both of which are limited partnership investment companies owned by Mr. Thomas J. Embrescia and his family. Second Generation is also located in Cleveland, Ohio. Second Generation focuses on entrepreneurial investments; it is invested in numerous industries, including media ownership, FCC licensing for radio and television, direct marketing, manufacturing, and real estate. The contact information for Claimant is as follows:

Thomas J. Embrescia, Chairman and CEO
Brian Johnson, Vice President and General Counsel

EMPLOY MEDIA LLC
3029 Prospect Media
Cleveland, OH 44115
U.S.A.
Tel.: +1 (216) 361-1000
Fax.: +1 (216) 426-1400

2. Claimant is represented in this arbitration by:

George D. Ruttinger, Esq.
John L. Murino, Esq.
Ann M. Mace, Esq.

Emily M. Alban, Esq.
CROWELL & MORING LLP
1001 Pennsylvania Avenue, N.W.
Washington, D.C. 20004
U.S.A.
Tel.: +1 (202) 624-2500
Fax.: +1 (202) 628-5116
Email: gruttinger@crowell.com
jmurino@crowell.com
amace@crowell.com
ealban@crowell.com

Arif H. Ali, Esq.
Alexandre de Gramont, Esq.
Patricia Saiz, Esq.
WEIL, GOTSHAL & MANGES LLP
1300 Eye Street, N.W., Suite 900
Washington, D.C. 20005
U.S.A.
Fax.: +1 (202) 857-0940
Email: arif.ali@weil.com
alexandre.degramont@weil.com
patricia.saiz@weil.com

Samaa Haridi, Esq.
WEIL, GOTSHAL & MANGES LLP
767 Fifth Avenue
New York, NY 10153
U.S.A.
Fax.: +1 (212) 310-8007
Email: samaa.haridi@weil.com

B. The Respondent

3. The INTERNET CORPORATION FOR ASSIGNED NAMES AND NUMBERS (“ICANN”) is a public benefit, non-profit corporation established under the laws of the State of California with its headquarters in Marina del Rey, California. ICANN oversees the companies that run Internet Top-level Domains (“TLDS”), known as “registry operators”. ICANN enters into contracts, or “registry agreements,” with registry operators requiring them to uphold certain standards,

to follow certain policies, to offer certain services and to ensure that domain names within a particular TLD are unique. ICANN also accredits "registrars", who market and sell domain name subscriptions within a particular TLD to consumers or businesses. ICANN's agreements with the registry operators and with the registrars are intended to provide a consistent and stable environment for the Domain Name System and hence for the Internet. The contact information for Respondent is as follows:

Rod Beckstrom, CEO and President

INTERNET CORPORATION FOR ASSIGNED NAMES AND NUMBERS

4676 Admiralty Way, Suite 330
Marina del Rey, CA 90292-6601
U.S.A.
Tel.: +1 (310) 823-9358
Fax.: +1 (310) 823-8649
Email: rod.beckstrom@icann.org

4. Respondent is represented in this arbitration by:


Jeffrey A. LeVee, Esq.
Eric P. Enson, Esq.
Cindy Reichline, Esq.
JONES DAY
555 South Flower Street, 50th Floor
Los Angeles, CA 90071
U.S.A.
Tel.: +1 (213) 489-3939
Fax.: +1 (213) 243-2539
Email: jlevee@jonesday.com
epenson@jonesday.com
creichline@jonesday.com

5. The above-mentioned representative(s) of the parties, as the case may be, confirm that they are duly authorized to act and to express themselves in these proceedings in the name and for the account of the party which appointed them, in particular for the execution of the present Terms of Reference.

II. THE ARBITRAL TRIBUNAL AND THE ICC COUNSEL

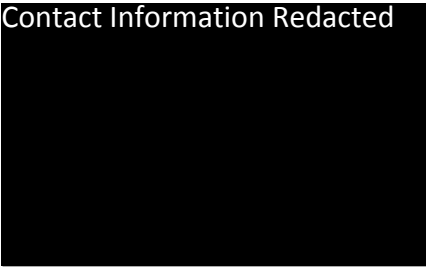
6. On 8 July 2011, the Secretary General of the ICC International Court of Arbitration (the “ICC Court”) confirmed **Contact Information** as co-arbitrator upon Claimant’s nomination:

Contact Information Redacted



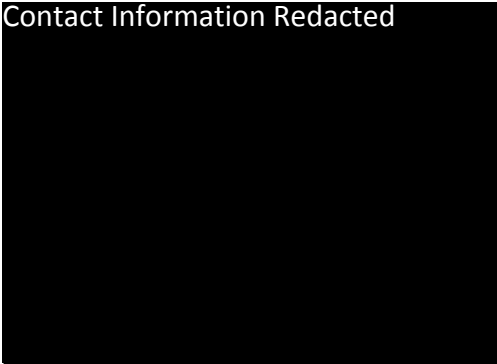
7. On 8 July 2011, the Secretary General of the ICC Court confirmed **Contact** **Contact** as co-arbitrator upon Respondent’s nomination:

Contact Information Redacted



8. On 8 March 2012, the ICC Court appointed **Contact Information** as Chairman of the Arbitral Tribunal upon the proposal of the Canadian National Committee:

Contact Information Redacted



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9. By signing these Terms of Reference, the arbitrators confirm the acceptance of their mandate.
10. By signing these Terms of Reference each party confirms that the arbitrators have been properly and validly appointed, and that it is unaware of any ground to object to or to challenge the constitution of the Arbitral Tribunal or the appointment of any of its members.

III. ADDRESSES OF THE PARTIES FOR NOTIFICATION PURPOSES

11. The addresses of the parties, to which notifications and communications arising in the course of the arbitration may validly be made, are as follows:

A. For the Claimant

George D. Ruttinger, Esq.
John L. Murino, Esq.
Ann M. Mace, Esq.
Emily M. Alban, Esq.
CROWELL & MORING LLP
1001 Pennsylvania Avenue, NW
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jmurino@crowell.com
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ealban@crowell.com

Arif H. Ali, Esq.
Alexandre de Gramont, Esq.
Patricia Saiz, Esq.
WEIL, GOTSHAL & MANGES LLP
1300 Eye Street, N.W., Suite 900
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Email: arif.ali@weil.com
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patricia.saiz@weil.com

Samaa Haridi, Esq.
WEIL, GOTSHAL & MANGES LLP
767 Fifth Avenue
New York, NY 10153
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Fax.: +1 (212) 310-8007
Email: samaa.haridi@weil.com

B. For the Respondent

Jeffrey A. LeVee, Esq.
Eric P. Enson, Esq.
Cindy Reichline, Esq.
JONES DAY
555 South Flower Street, 50th Floor
Los Angeles, CA 90071
U.S.A.
Tel.: +1 (213) 489-3939
Fax.: +1 (213) 243-2539
Email: jlevec@jonesday.com
epenson@jonesday.com
creichline@jonesday.com

12. The addresses of the members of the Arbitral Tribunal, to which notifications and communications arising in the course of the arbitration may validly be made, are as set forth in Part II of these Terms of Reference.
13. The parties, counsel and the members of the Arbitral Tribunal shall notify all parties, all signatories of the present Terms of Reference and the ICC Secretariat of any change of name, description or contact details. In the absence of any such notification, notifications and communications sent in accordance with the Terms of Reference shall be valid.
14. Copies of any communication from a party to the Tribunal shall be sent to all other parties and to the ICC Secretariat.

15. The counsel in charge of this case at the ICC Secretariat is Ms. Victoria Orłowski.
Contact details are as follows:
Ms. Victoria Orłowski, Counsel
Secretariat of the ICC International Court of Arbitration
38 Cours Albert 1er
F - 75008 Paris

Tel.: +33 1 49 53 28 32 / 61
Fax.: +33 1 49 53 57 80
Email: ica5@iccwbo.org
16. Submissions to the Arbitral Tribunal shall be made by email or fax, with hard copy to follow.
17. All notifications and communications by email or fax for which the sender requires evidence that it has been received or validly notified shall be confirmed by courier, registered mail or delivery against receipt and shall be deemed to have been received on the day the email or the fax was received, unless any of the addressees forthwith informs the sender that part or all of an email or fax is not legible or complete. It is the sender's responsibility to ensure that proof can be established of the sending or receipt of any notifications or communications.
18. Further directions on notifications and communications may be issued by the Arbitral Tribunal as and when it deems appropriate in the course of the arbitration.

IV. OVERVIEW OF PROCEEDINGS TO DATE

19. This arbitration has been initiated in connection with the agreement (the "Registry Agreement" or "Agreement") appointing Employ Media as the registry operator for the .JOBS sponsored top-level domain (TLD) executed and entered into on 5 May 2005 by the Claimant and the Respondent. The parties amended the Agreement on 12 March, 6 August, and 15 September of 2010.

20. The Agreement provides that this arbitration is to be conducted in accordance with the ICC Rules in force as of the date of the Agreement, namely 5 May 2005.
21. More particularly, Article 5.1 of the Agreement provides:

Resolution of Disputes

(a) Cooperative Engagement. In the event of a disagreement between Registry Operator and ICANN arising under or out of this Agreement, either party may by notice to the other invoke the dispute resolution provisions of this Article V. Provided, however, that before either party may initiate arbitration as provided in Section 5.1(b) below, ICANN and Registry Operator must attempt to resolve the dispute by cooperative engagement as set forth in this Section 5.1(a). If either party provides written notice to the other demanding cooperative engagement as set forth in this Section 5.1(a), then each party will, within seven calendar days after such written notice is deemed received in accordance with Section 8.6 hereof, designate a single executive officer as its representative under this Section 5.1(a) with full authority to act on such party's behalf to resolve the dispute. The designated representatives shall, within 2 business days after being designated, confer by telephone or in person to attempt to resolve the dispute. If they are not able to resolve the dispute during such telephone conference or meeting, they shall further meet in person at a location reasonably designated by ICANN within 7 calendar days after such initial telephone conference or meeting, at which meeting the parties shall attempt to reach a definitive resolution.

The time schedule and process set forth in this Section 5.1(a) may be modified with respect to any dispute, but only if both parties agree to a revised time schedule or process in writing in advance. Settlement communications within the scope of this paragraph shall be inadmissible in any arbitration or litigation between the parties.

(b) Arbitration. Disputes arising under or in connection with this Agreement, including requests for specific performance, shall be resolved through binding arbitration conducted as provided in this Section 5.1(b) pursuant to the rules of the International Court of Arbitration of the International Chamber of Commerce ("ICC"). The arbitration shall be conducted in the English language and shall occur in Los Angeles County, California, US, only following the failure to resolve the dispute pursuant to cooperative engagement discussions as set forth in Section 5.1(a) above. There shall be three arbitrators: each party shall choose one arbitrator and, if the two arbitrators are not able to agree to a third arbitrator, the third shall be chosen by the ICC. The prevailing party in the arbitration shall have the right to recover its costs and reasonable attorneys' fees, which the arbitrators shall include in their awards. Any party that seeks to confirm or vacate an arbitration award issued under this Section 5.1(b) may do so only pursuant to the applicable arbitration statutes. In any litigation involving ICANN

concerning this Agreement, jurisdiction and exclusive venue for such litigation shall be in a court located in Los Angeles County, California, USA; however, the parties shall also have the right to enforce a judgment of such a court in any court of competent jurisdiction. For the purpose of aiding the arbitration and/or preserving the rights of the parties during the pendency of an arbitration, the parties shall have the right to seek a temporary stay or injunctive relief from the arbitration panel or a court, which shall not be a waiver of this agreement to arbitrate.

22. This arbitration was commenced by Claimant by the filing of their Request for Arbitration dated 3 May 2011 pursuant to Section 5.1(b) of the Registry Agreement. Previously, the parties had engaged in a contractually required process of Cooperative Engagement, a process that failed.
23. Respondent submitted an Answer to Claimant's Request for Arbitration in a document dated 22 July 2011.

V. SUMMARY OF THE PARTIES' RESPECTIVE CLAIMS AND RELIEF SOUGHT

24. A summary of the parties' respective claims and prayers for relief is provided below for the purpose of satisfying the requirements of Article 18(1)(c) of the ICC Rules. This summary is not to be understood as foreclosing the making of arguments or the introduction of evidence or facts not expressly referred to herein. Subject to the ICC Rules, the Arbitral Tribunal shall have the power, on application by either party, to allow amendments to the pleadings on such terms as it may deem appropriate. By signing these Terms of Reference, neither party acquiesces in the summary of the position of the other party as set forth below.

A. Position of the Claimant

25. The following summary of the Claimant's position and the relief that they are seeking is derived from the Request for Arbitration and the summary submitted to the Tribunal by the Claimant on 30 March 2012, for the purpose of inclusion in these Terms of Reference.
26. As set forth more fully in Claimant's Request for Arbitration, this dispute arises out of ICANN's allegations that Employ Media has breached its Registry Agreement and ICANN's threats to terminate that Agreement, which would be in violation of the plain terms of the Registry Agreement and ICANN's Bylaws and Articles of Incorporation.
27. Employ Media highlights the following points in recounting the facts that led to the dispute:
- In May 2005, ICANN and Employ Media executed the Registry Agreement appointing Employ Media as the registry operator for the .JOBS sponsored top-level domain (TLD) and delegating to Employ Media the policy-making authority for the domain.
 - As a sponsored TLD, .JOBS operates in accordance with policies and practices approved by its sponsoring organization, the Society for Human Resource Management ("SHRM"), which ensures that the .JOBS sTLD serves the needs of the .JOBS community.
 - A portion of the Agreement called the "Charter" provides that Employ Media must act "[I]n accordance with [...] (ii) the interests of the [.JOBS] Community; and (iii) policy directives from the Society for Human Resource Management ("SHRM"), as "Sponsor".
 - Employ Media, after May 2005, officially launched the .JOBS sTLD and began accepting only registrations for <companyname>

domain names. Employ Media always anticipated that the .JOBS sTLD would evolve to include other categories of names, as long as such names served the need of the .JOBS community.

- In late 2008, Employ Media stated publicly that it was considering expanding the .JOBS sTLD to include <non-companyname> domain names, and thus providing employers a better platform for targeting job seekers.
- ICANN then asked Employ Media to go through a Policy Development Process (PDP) to get SHRM's approval and then to submit a request called Registry Services Evaluation Process (RSEP) in order to get ICANN's approval of a new registry service. Employ Media gained SHRM's approval. Employ Media was successful in its RSEP and this resulted in the ICANN Board approving the necessary amendments to the Registry Amendments on 5 August 2010 in order to allow the desired expansion of the .JOBS sTLD.
- Once Employ Media started to seek proposals for <non-companyname.jobs> domain names, pre-existing for-profit job boards, created "The .JOBS Charter Compliance Coalition" ("the Coalition") and filed a Request for Reconsideration of the ICANN Board's approval of the amendments to the Registry Agreement that allowed the .JOBS expansion.
- ICANN's Board Governance Committee recommended that the ICANN Board reject the Reconsideration Request, concluding that the Board had considered all of the material information when it initially approved Employ Media's proposal.

- After the ICANN Board had declined to review its previous approval of expansion, Employ Media accepted the proposal from Direct Employers, and in January 2011, Direct Employer launched the .JOBS Universe.
 - The Coalition continued to claim that the .JOBS community would not benefit from .JOBS expansion. ICANN staff then asked Employ Media to provide answers to questions in order to demonstrate its full compliance with the amended Registry Agreement.
 - On 27 February 2011, ICANN staff issued a Notice of Breach, alleging that Employ Media had breached the Registry Agreement by allowing registration of the <non-companynames> class of names.
28. In light of the above, Employ Media's position is as follows. The Notice of Breach, alleging that Employ Media had breached the Registry Agreement by allowing the <non-companynames> class of names, fails to specify how or why the ICANN staff believes these practices do not serve the needs of the .JOBS community, or why ICANN should make that determination, instead of Employ Media and SHRM, to whom the authority had been delegated. Nothing in the Registry Agreement prevents posting of job openings for multiple employers and nothing limits the number of domain names an entity may register, which are the two identified ways in which Employ Media's allocation of <non-companynames> domain name allegedly does not serve the needs of the .JOBS community. ICANN staff's Notice of Breach is unjustifiable given that the ICANN Board approved the new <non-companynames> domain names knowing exactly how they would be allocated and used.
29. Moreover, ICANN, which has a limited, technical mission, should not decide what is or is not in the interest of a particular sponsored community – especially

as the purpose of sTLDs is to allow the Registry Operators and Sponsoring Organizations to be the entities that have the policy making authority.

30. Such a deficient Notice of Breach would result in the potential breach of several parts of the Registry Agreement, notably Article VI, Section I; Article III, Section 1(d)(i) and Appendix S, Part II; Article III, Section 2(a) and Section 2(b).
31. By issuing such a deficient Notice of Breach, ICANN breached its Articles of Incorporation and Bylaws by failing to act in an open and transparent manner; failing to apply documented policies neutrally and objectively, with integrity and fairness; treating Employ Media in a discriminatory manner and exceeding its limited technical mission.
32. Employ Media seeks the following relief:
 - A declaration that there is no basis for ICANN to modify or terminate, in whole or in part, the .JOBS Registry Agreement;
 - A declaration that Employ Media has not breached the .JOBS Registry Agreement, either as alleged in the 27 February 2011 Notice of Breach or in any other material respect;
 - A declaration that Employ Media is accordingly entitled to continue operating the .JOBS sTLD pursuant to that Agreement, as amended on 15 September 2010;
 - A declaration that ICANN has breached the .JOBS Registry Agreement by preventing Employ Media from exercising the authority that ICANN delegated to it in the .JOBS Registry Agreement;
 - A declaration that ICANN has breached the .JOBS Registry Agreement and violated its Articles of Incorporation and Bylaws

by, *inter alia*, failing to operate in an open and transparent manner; failing to apply documented policies neutrally and objectively; exceeding its limited technical mission; and failing to treat Employ Media in a non-discriminatory manner;

- An award for an amount of damages to be quantified over the course of the arbitration based on the above;
- An award of costs and reasonable attorneys' fees;
- Such other relief the Tribunal may deem appropriate.

B. Position of the Respondent

33. The following summary of the Respondent's position and the relief sought is derived from Respondent's Answer to the Request for Arbitration and the summary submitted to the Tribunal on 30 March 2012, for the purpose of inclusion in these Terms of Reference.
34. Employ Media, acting as the Registry Operator of the .JOBS sponsored top-level domain (TLD), serves the needs of the international human resource management community. Indeed, existing TLDs have been subdivided into two types, "unsponsored" TLDs or "sponsored" TLDs. Generally, unsponsored TLDs operate for the benefit of the global Internet community as a whole, as the sponsored TLDs are specialized and are created to serve the defined needs of a specific "community".
35. Because .JOBS is a sponsored TLD, the Registry Agreement and .JOBS Charter, place several restrictions on who can register domain names within .JOBS and how websites within .JOBS may be used. For example the Charter, which is contained in Appendix S of the Registry Agreement, states that the .JOBS TLD "will be established to serve the needs of the international human resource

management community,” which is defined as “*the organizational function that focuses on the management and direction of people.*” The Charter defines the Community to be served by the .JOBS TLD as “those persons who deal with the human element *in an organization . . .*”

36. The .JOBS Charter contractually requires Employ Media to limit registrations within .JOBS to the following *persons*: (1) Members of the Society for Human Resource Management (“SHRM”) (who must be individuals “engaged in human resource management”); or (2) Persons “engaged in human resource management practices” that possess salaried-level human resource management experience, are certified by the Human Resource Certification Institute or are supportive of the SHRM Code of Ethical and Professional Standards.
37. One of the chief aims of the Registry Agreement was to ensure that Employ Media committed to instituting policies that would minimize .JOBS registrations that did not comport with the .JOBS Charter. Thus, the Registry Agreement states that registrations in .JOBS must be limited to human resource managers seeking to promote their own employer. For instance, each registration application must be submitted by a “Qualified Applicant,” which is defined as the “persons identified in the .JOBS Charter”. In addition, each Qualified Applicant must submit a “Qualification Document,” which ensures that a registration is associated with “an employer organization.” Similarly, Appendix S goes on to recognize that “the major concern of other TLDs, namely, trademark infringement, is of lesser concern as it relates to the .JOBS TLD” because “*a registration in the .jobs TLD will be associated with an employer, and more particularly the HR aspects of an employer (and still more likely job postings).*”
38. Based on the specific intent behind the creation of .JOBS, the .JOBS Registry Agreement contractually requires Employ Media to limit domain name registrations within .JOBS to individual human resource managers seeking to promote opportunities within their own organization. Employ Media has violated these contractual terms by permitting the creation of job “bulletin boards” within

.JOBS, thereby allowing entities to promote employment opportunities outside of their own organizations.

39. Accordingly, in February 2011, ICANN served Employ Media with a Notice of Breach letter informing Employ Media that it must cure its contractual violations or face termination.
40. Employ Media did not comply with its contractual duties and instead, filed this action seeking to set aside ICANN's Notice of Breach letter.
41. ICANN requests a finding that:
 - o ICANN's Notice of Breach letter was appropriate;
 - o ICANN may proceed to terminate the Registry Agreement with Employ Media;
 - o All relief sought by Employ Media is denied; and
 - o ICANN shall recover all costs and reasonable attorney's expended in defending this matter, as provided in Section 5.1(b) of the Registry Agreement.

C. Amount in Dispute

42. The parties have not quantified the amount in dispute. Claimant seeks an award for an amount of damages to be quantified over the arbitration. Claimant and Respondent both seek an award for costs and reasonable attorney's fees under Article 5.1(b) of the Registry Agreement.

VI. ISSUES TO BE DETERMINED

43. The issues to be determined by the Tribunal shall be those arising from the submissions, statements, applications and pleadings of the parties and include any question of fact or law that the Tribunal may deem necessary to decide in order to determine such issues, the whole within the limits of Article 19 of the ICC Rules. On the basis of the submissions made by Claimant and Respondent as of the date at which these Terms of Reference are signed, the Arbitral Tribunal may have to consider, in particular, the following issues (but not necessarily all of these or only these, and not necessarily in the following order).

- 1) Whether Employ Media has materially breached the Registry Agreement by allowing entities to promote employment opportunities outside of their own organizations;
- 2) Whether the Notice of Breach letter sent by ICANN to Employ Media was valid and appropriate;
- 3) Whether ICANN may proceed to terminate the Registry Agreement with Employ Media;
- 4) Whether the issuance of the Notice of Breach was in itself a breach of the Registry Agreement or of ICANN's Articles of Incorporation and Bylaws;
- 5) Whether ICANN otherwise breached the Registry Agreement;
- 6) Whether Employ Media is entitled to an award of damages and if so in what amount;
- 7) Whether Employ Media or ICANN is entitled to an award of attorney's fees and costs expended in this proceeding; and
- 8) Whether Employ Media or ICANN is entitled to any other relief.

VII. THE APPLICABLE RULES OF LAW

44. There is no provision in the Registry Agreement concerning the rules of law to be applied to the merits of the dispute. This is an issue to be determined by the Arbitral Tribunal pursuant to Article 17 of the ICC Rules unless the parties agree upon the applicable rules. Claimant submits that a choice-of-law determination would be premature. Respondent requests that the Tribunal apply California contract law. The parties have not given the Tribunal the power to act as *amiable compositeur* or to decide *ex aequo et bono*.

VIII. THE PLACE OF ARBITRATION

45. Pursuant to Article 5.1(b) of the Registry Agreement, the place of arbitration shall be in Los Angeles County, California, U.S.A. The parties have agreed that Los Angeles, California, shall be the place of arbitration.

IX. THE LANGUAGE OF THE PROCEDURE

46. Pursuant to Article 5.1(b) of the Registry Agreement, the arbitration shall be conducted in English.

X. PARTICULARS OF THE APPLICABLE PROCEDURAL RULES AND OTHER MATTERS

47. The rules governing the proceedings are the ICC Rules in force as from 1 January 1998 and, where these rules are silent, the rules that the parties may agree upon, or, failing agreement, that the Arbitral Tribunal may from time to time determine.

48. The Tribunal may be guided by the *IBA Rules on the Taking of Evidence in International Arbitration* but shall not be bound to apply them.
49. The arbitration shall be conducted in accordance with the Provisional Timetable to be established by the Tribunal, after consultation with the parties. It shall be open to the Tribunal to modify the Provisional Timetable as it deems appropriate.
50. Requests for the fixing of time limits or for extensions of time shall be determined by the Chairman of the Tribunal alone, after such consultation with the other members of the Tribunal and the parties as he considers appropriate.
51. The Chairman may sign procedural directions and determinations, including procedural orders, on behalf of the Arbitral Tribunal.
52. If urgent circumstances arise, the Chairman, acting alone, may issue procedural directions and determinations, including procedural orders, on a provisional basis. These are subject to revision by the Arbitral Tribunal.
53. The Arbitral Tribunal shall be free to decide any issue by way of a partial or interim award, or by a final award, as it deems appropriate.

XI. TRANSPARENCY AND CONFIDENTIALITY

54. The parties agree that all written evidence and submissions in this arbitration can be made publicly available, except where the parties agree or the Tribunal orders otherwise.

XII. EXECUTION OF THE TERMS OF REFERENCE

55. These Terms of Reference issued pursuant to Article 18 of the ICC Rules have been drawn up and duly signed and executed in six original counterparts, one for each party, each member of the Arbitral Tribunal and the ICC Secretariat:

Place of arbitration: Los Angeles, California, U.S.A.



for the Claimant:
EMPLOY MEDIA LLC

for the Respondent:
INTERNET CORPORATION FOR ASSIGNED
NAMES AND NUMBERS

Date: **28 APRIL 2012**

Date:

Contact Information Redacted





XII. EXECUTION OF THE TERMS OF REFERENCE

55. These Terms of Reference issued pursuant to Article 18 of the ICC Rules have been drawn up and duly signed and executed in six original counterparts, one for each party, each member of the Arbitral Tribunal and the ICC Secretariat:

Place of arbitration: Los Angeles, California, U.S.A.

for the Claimant:
EMPLOY MEDIA LLC

Date:



for the Respondent:
INTERNET CORPORATION FOR ASSIGNED
NAMES AND NUMBERS

Date: 5/2/12

Contact Information Redacted

