

# 现已过期

## ICANN 补助金项目 申请人指南

本项目指南适用于 2024 年补助金申请周期

2024 年 1 月 8 日

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# 1 简介

在经历了一轮全面且透明的多利益相关方流程之后，互联网名称与数字地址分配机构 (Internet Corporation for Assigned Names and Numbers, ICANN) 启动了 ICANN 补助金项目，实现了一个重要里程碑。这个新项目为全球符合条件的组织提供了机会，允许它们为符合 ICANN 使命和 ICANN 补助金项目宗旨的项目申请资金补助。本项目旨在为互联网生态系统做出贡献，同时通过投资创新解决方案对全世界的人们产生积极影响，从而进一步实现 ICANN 的愿景——构建一个统一、开放和全球互用的互联网。

## 关于 ICANN 及其使命

ICANN 的使命在于确保全球互联网的稳定、安全与统一。要在互联网上访问另一个人的信息，您必须在电脑或其他设备中键入一个地址——可以是一个名称或是一串数字。这个地址必须是独一无二的，只有这样电脑之间才能互相识别。ICANN 则负责协调这些分布在全球各地的唯一标识符并提供相应支持。ICANN 是一个非营利性公益机构，成立于 1998 年，其社群的参与者遍布世界各地。

## 申请人指南的用途

《补助金项目申请人指南 (Grant Program Applicant Guide)》为潜在申请人提供相关资源和信息，说明如何提交项目申请。

# 2 ICANN 补助金项目概述

## i. 项目历史

本项目资金来源于最终拍卖所得；最终拍卖是在 2012 年新通用顶级域 (Generic Top-Level Domain, gTLD) 项目中，用来解决相同或类似申请争用的一种机制。截至 2023 年 6 月 30 日，净拍卖收益金额达到 2.17 亿美元<sup>1</sup>，且这笔资金独立于 ICANN 的一般运营。

新 gTLD 拍卖收益跨社群工作组 (Cross-Community Working Group on New gTLD Auction Proceeds, CCWG-AP) 成立于 2017 年 1 月，其任务是制定一项关于新 gTLD 项目最终拍卖收益的分配机制提案。CCWG-AP 于 2020 年 9 月向 ICANN 董事会提交了经过 CCWG-AP 章程组织审核的《最终报告 (Final Report)》，供董事会审议。《最终报告》包括 12 项供董事会审议的建议，以及实施指南和相关材料。CCWG-AP 的工作范围集中在拍卖收益的分配流程，而不是批准可以参与分配的具体用途或项目。2022 年 6 月，ICANN 董事会通过了这些建议。

## ii. 问题声明

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<sup>1</sup>上述金额可能会发生变化。部分拍卖收益与持续争议相关，可能无法用于补助金分配。

随着互联网用户群、互联网内容及其应用程序的不断拓展，互联网对世界经济、社会和政治体系的重要性与日俱增。全球互联网连接仍在继续加速增长。这种增长给域名系统 (Domain Name System, DNS) 和互联网的可靠性、稳定性和安全性施加了越来越大的压力。

互联网的未来增长将伴随着新兴技术、商业模式和安全威胁的不断涌现，每天都会迎来新的挑战。随着接入互联网设备的数量不断增加，互联网唯一标识符系统必须能够应对这样的发展，继续为更加广泛、更多样化的全球用户群提供服务，这一点至关重要。例如，尽管全球互联网渗透率已达到世界人口的 66%，但语言障碍仍然限制了世界各地社群对互联网的使用。

随着互联网的发展，网络和系统具有弹性和可持续性这一需求也在增长，因为这样的网络和系统才能应对用户不断变化的需求。扩大互联网的使用和接入，提高互联网的性能和互用性，促进利益相关方的参与和能力建设，这将确保在未来几代人生活的世界中，互联网能够继续对世界的发展发挥关键作用。

### iii. 项目宗旨声明

ICANN 是统一、开放和全球互用的互联网的捍卫者。这样的互联网使得全球数十亿用户能够互联互通，从而开展业务；获取信息、服务和知识；以及交流思想。信息的自由流动对任何社会的发展和活力都至关重要。

ICANN 是互联网唯一标识符系统独立、可靠的多利益相关方管理组织。其使命是确保这些系统稳定、安全地运营。按照设想，ICANN 补助金项目是用于对相应项目提供资金支持的一种机制，旨在鼓励、促进和支持 ICANN 履行其使命并实现其构建统一、开放和全球互用的互联网这一愿景。

通过以下方式支持 ICANN 使命的举措属于补助金项目的资助范围：

- 有利于为互联网唯一标识符系统提供支持的服务和系统的开发、推广与发展
- 提供能力建设
- 推动发展、创新和开放标准，造福互联网社群
- 促进利益相关方社群和地理区域的多样性、参与度和包容性

### iv. 资助主题

拟议项目应至少涉及以下一个第一周期的资助主题和相关工作领域：

#### 主题 1：互联网唯一标识符系统

该主题下的补助金将用于支持下列一个或多个工作领域：

- 支持与互联网唯一标识符系统相关的**标准制定**
- 支持 DNS 的**长期可用性和可持续性**
- 加强互联网唯一标识符系统的**安全性和稳定性**
- 扩大**普遍适用性**，以确保实现真正具有数字包容性的多语言系统
- 推动具有创新意义的项目，可**扩大互联网唯一标识符系统的使用**
- 提高互联网唯一标识符系统的**性能**

## 主题 2：统一的互联网

该主题下的补助金将用于支持下列一个或多个工作领域：

- 推进与**互联网开放访问**相关的工作
- 增强互联网**互用性**以应对突发事件，包括可能将某些社群排除在全球 DNS 之外的事件
- 增强互联网在地方、国家或全球层面的**弹性和可持续性**

### 总体主题：项目设计的其他考量因素

此外，申请人在设计项目时和独立申请评估专家组在评估项目时将考虑以下两个基本主题：

- 欠服务人群的多样性、参与度和包容性
- 通过能力建设能够持续下去的影响力和成果

就项目目的而言，“欠服务人群”是指那些在访问互联网唯一标识符所支持的机制、服务或工具方面遇到障碍的人群。欠服务人群可能来自特定的社群、国家/地区、地理区域、少数族群或其他具有特定特征的群体。

### v. 影响力和预期结果

ICANN 希望，符合上述主题和领域的资助项目可提高互联网及其唯一标识符系统的可靠性、稳定性、互用性和安全性。所资助项目预期能够获得的结果将催生出更加广泛、更多样化的用户群，并有更大的能力进一步发展和改善世界各地的互联网。

## 3 第一周期关键要素

以下关键要素描述了补助金项目第一周期的基本方面。后续各周期将在对前一周期进行审查后实施；这类审查可能会使我们调整本项目的关键要素并更新申请人指南。

### 可用于第一周期的资助金额：

第一周期可发放的补助金总额为 1,000 万美元。

### 申请补助金的最低和最高金额：

申请人可申请最低 50,000 美元、最高 500,000 美元的补助金。

### 项目最长持续时间：

项目最长持续时间为 24 个月。

### 项目起始日期：

项目应在补助金协议签署后 60 日内启动。

### 申请窗口：

申请窗口为：世界协调时 2024 年 3 月 25 日 15:00 开启，世界协调时 2024 年 5 月 24 日 20:00 关闭。

#### 每个申请人可获得补助的项目数：

欢迎申请人提交任意数量的申请，也欢迎与其他申请人合作提交更多申请。但是，每个申请人（不论作为主要申请人还是合作人）只能就一个项目获得补助金，并且在一个补助周期内只能获得一份补助金。申请人应在提交的材料中详细说明优先补助事项。

#### i. 补助周期时间表

补助周期时间表：	
补助金平台开放申请时间	2024 年 3 月 25 日 世界协调时 15:00
补助金平台关闭申请时间	2024 年 5 月 24 日 世界协调时 20:00
受理和资格审查	2024 年 6 月至 7 月
独立申请评估专家组审核	2024 年 8 月至 10 月
ICANN 董事会预计将对最终成功申请名单做出决定	2024 年 12 月
补助金协议的协商和签署	2025 年 1 月

#### ii. 补助金项目联系信息和其他资源

ICANN 补助金项目网页上提供包括常见问题与解答 (Frequently Asked Questions, FAQ) 在内的其他资源。

如有关于本项目的任何意见、问题或反馈，请联系 [grantprogram@icann.org](mailto:grantprogram@icann.org) 或 [ICANN 支持中心 \(ICANN Helpdesk\)](#)。

如果在申请平台的使用方面需要技术支持，请联系 [Submittable 支持中心](#)。



## 4 受理和资格

ICANN 是一家非营利性公益机构。它的组建以《加州非营利性公益社团法 (California Nonprofit Public Benefit Corporation Law)》为依据，反映了慈善和公共意图。因此，ICANN 必须遵守有关补助金发放活动的特定规章。

所有申请必须先通过行政审核确认申请符合受理和资格标准。

### i. 申请受理

申请人应仔细查看所有标准，以确保申请完整且按时提交，附上所有必要附件。

申请必须：

- 通过在线申请平台提交
- 在世界协调时 **2024 年 5 月 24 日 20:00** 前提交
- 请以英语 (EN) 提交
- 根据第 11 节的检查清单说明，附上所有必要附件
- 申请金额必须在 50,000 美元到 500,000 美元之间
- 项目预计持续时间不得超过 24 个月

### ii. 申请人资格

所有符合资格的申请人必须：

- 属于慈善机构
  - 美国境内的申请人必须获得美国国税局 (Internal Revenue Service, IRS) 的 501(c)(3) 认定。
  - 美国以外的申请者必须属于慈善机构，并能够根据 ICANN 的要求提供相关的治理和财务文件，以确认与美国的 501(c)(3) 机构具有等效性。
  - 第 4(iii) 节提供了有关等效性认定的更多信息。
- 支持 ICANN 遵守相关的美国法律、法规和规章
  - ICANN 必须遵守美国财政部 (U.S. Department of the Treasury) 海外资产控制办公室 (Office of Foreign Assets Control, OFAC) 管理的经济与贸易制裁计划。这些制裁措施的实施对象是某些特定国家/地区，以及出现在 OFAC 特别指定国民和被封锁人士名单（即“SDN 名单”）上的个人和实体。
  - 未经适用的美国政府授权或豁免，ICANN 不得向被制裁国家/地区的居民或其政府实体提供商品或服务，也不得向 SDN 名单上的个人和实体提供商品或服务。
  - 一般情况下，ICANN 不会寻求获得许可来向 SDN 名单中的个人或实体提供商品或服务。过去，如果请求 ICANN 向不在 SDN 名单上但属于被制裁国家/地区居民的个人或实体提供服务，则 ICANN 会按照规定，寻求并获得相应许可。但是，

ICANN 没有义务寻求此类许可，并且无论具体情况如何，OFAC 都可能决定不授予所请求的此类许可，或者没有充足时间在当前补助周期内进行审议以获得此类许可。

- **不得存在利益冲突**

- 申请人（以及提案中列出的其他组织）与 ICANN 或其附属机构公共技术标识符 (Public Technical Identifiers, PTI) 以及任何已公布负责评估补助金项目申请的供应商之间，不得存在实际的、潜在的或感知的利益冲突。
- 任何作为新 gTLD 拍卖收益跨社群工作组 (CCWG-AP) 成员（包括临时成员任命），均无资格以负责人、顾问或其他身份申请或参与受资助的提案活动。不得向全部或部分归 CCWG-AP 成员或其家庭成员拥有的企业和组织授予补助金。补助金不得用于向 CCWG-AP 成员或其家庭成员支付酬劳。
- 任何在过去一年内担任或曾经担任过 ICANN 或其附属机构的高级职员、雇员、承包商、顾问、董事会董事或董事会联络人的个人及其家庭成员，均无资格以负责人、高级职员、董事、顾问或其他身份申请或参与受资助的提案活动。

- **满足尽职调查标准**

- 申请人必须提供其组织的合法成立信息，以及该组织董事和高级职员的身份信息。
- 根据适用的法律法规，申请人必须具有良好的企业信誉。
- 将对组织和个人进行背景审查，以确认资格并评估风险。
- ICANN 可以考量从任何来源收到的与本节所述标准相关的信息。
- ICANN 保留根据尽职调查过程中发现的信息拒绝申请的权利，即使申请人在其他方面符合条件。
- 上述此类信息可能包括但不限于：（允许的情况下）在尽职调查过程中发现的对申请人或申请中列出的任何个人所做出的、与以下方面有关的任何刑事性质的定罪或判决：财务活动或公司治理活动、欺诈、违反信托义务、税务相关的故意欺诈、故意逃避纳税义务、计算机或电话犯罪或违反儿童保护和保障。这些信息还可用于识别可能与诚信、身份、财务、网络安全、治理和运营有关的其他风险。

- **以申请人组织的名义开设银行账户**

- 账户应以申请人组织的法定公司名称合法注册。
- 账户必须能够接收来自美国金融机构的转账。

在资格审查的任何阶段，ICANN 工作人员或经授权的第三方供应商可能会直接与申请人联系，要求提供补充信息或对已提交的信息进行澄清。

### iii. 等效性认定 (ED)

在美国，“慈善组织身份”是一个联邦法律概念。按照美国的相关法律规定，一个组织必须仅以慈善为唯一目的而进行组织和运作，才有资格成为慈善组织。

虽然各国家和地区对慈善组织身份的定义可能有所不同，但 ICANN 作为一家总部设在美国并在美国注册的组织，必须使用美国国税局 (IRS) 501(c)(3) 的免税身份作为评估申请人慈善组织状态的基础。等效性认定 (Equivalency Determination, ED) 是一种善意认定，用于确认美国境外的组织是否等效于美国 501(c)(3) 组织。

为了执行这一认定，所有申请人都必须在在线申请中回答有关其组织的使命、宗旨和活动的初步问题，这些问题应明确强调该组织的慈善结构和活动。

在对申请材料进行初步行政审核后，ICANN 工作人员或授权第三方供应商的代表可以直接要求美国境外的申请人提供更多信息，以确认其慈善组织身份的等效性认定。

在 ED 过程中，申请人组织的治理、财务和自我声明文件均应证明以下内容：

- 申请人组织是仅以慈善为唯一目的而成立的。
- 实际活动均是慈善性质的。
- 所有资产必须永久地专用于慈善目的。
- 任何个人或股东都不能从活动或净收益中获利。
- 活动不以影响立法为目的，也不允许涉及政治竞选。

**请注意：**ICANN 将接受由另一美国资助者或其代表完成的 ED 认定。如果申请人希望使用 ICANN 选定的供应商执行 ED 认定，则 ICANN 将承担认定流程的费用。但是，由于组织的治理文件必须以英文提供给供应商，因此 ED 认定过程中所需的任何翻译费用均由申请人自行承担。翻译文件无需正式或官方认证。请注意，由供应商代表 ICANN 执行的 ED 可能会导致申请组织被认定为不等同于 U.S.501(c)(3) 类型组织，因此在本项目的第一个周期内不符合获得补助的资格。

NGOsource 学习中心以多种语言提供有关 ED 流程的更详细参考资料。请注意，所提供的材料仅供一般参考，不代表法律建议。ICANN 不能就任何组织的慈善组织身份提供法律建议或指导。如需了解 ED 认定过程中可能需要的其他文件的信息，请查看第 9 页上 NGOsource 提供的《等效性认定指南 (Guide to Equivalency Determination)》。

#### iv. 申请人其他安排

各组织可以独立申请，也可以与其他伙伴组织合作申请，并在申请项目成功获得补助后合作完成后续实施工作。这些安排可以包括财务赞助、合作或联盟协议、共同资助模式或其他类型的伙伴关系。有关这些不同类型安排的定义，请参见术语表。

ICANN 将接受涉及一个以上组织提交的申请。但是，申请中必须注明所有参与组织。ICANN 将只会与满足所有资格要求的一家牵头组织签署补助金协议。

对于涉及多个组织的情况，必须在申请中确定一家牵头组织。牵头组织将负责与 ICANN 或其授权供应商就该项目进行沟通，签署补助金协议，并确保满足报告要求。

#### v. 有资格的活动

所有拟实施的活动必须：

- **遵守 ICANN 的使命**
  - ICANN 章程规定：“按照第 1.1(a) 节所述，互联网名称与数字地址分配机构（“ICANN”）的使命是，确保互联网的唯一标识符系统稳定安全地运营。”
- **不重复 ICANN 目前或以前资助的现有活动**
  - 申请人将被要求在申请中披露与以前或现有 ICANN 活动的任何重叠之处，包括通过 ICANN 运营预算、与 ICANN 签署的合同，或其他协议或安排获得资助的活动。
  - 申请人应查看 ICANN 的战略规划和运营规划，检查拟议活动是否与 ICANN 当前正在开展的活动相辅相成，既不存在竞争，也不存在重复。
  - 之前已列入 ICANN 预算的活动，或在 ICANN 预算编制过程中被考虑但未被接受或因任何原因被完全取消的活动，均无资格获得本项目提供的补助。

#### vi. 无资格的活动

由于 ICANN 在美国的法律身份是一家非营利性公益企业，因此以下活动不享有申请补助金的资格。

无资格的活动包括：

- 任何政治或游说活动，包括会对立法和/或任何特定公共选举结果产生影响的的活动，或者直接或间接进行的任何选民登记活动
- 除了支付合理的雇佣工资等必要事务外，其他任何可能给个人带来私人经济利益的活动
- 在申请人所属国家和地区及/或项目开展地被视为非法的任何活动

## 5 独立申请评估专家组审核

### i. 评估专家组审核流程

一家第三方供应商将管理独立申请评估专家组（以下简称“专家组”），包括专家组成员的招募和遴选，以及管理他们对申请进行的评估。启用第三方供应商旨在最大限度地实现该专家组独立于 ICANN 董事会、组织或社群。

专家组成员预计将包括与本项目主题和工作领域相符的各类主题事务专家。

专家组将包括以下特点和 workflows：

- 根据专题重点或工作领域设立专家分组。
- 每份提案将分配到三名专家组成员，其中一名专家组成员将被任命为首席报告员。
- 每位专家都将获得一定数量的申请。
- 在专家分组会议之前，每份申请将由分配到的专家组成员进行预评估和评分。

- 专家分组将开会讨论并确定分配给该分组的所有申请的排名。
- 专家组成员将最终确定所有申请的整体排名。

## ii. 评估专家组评分标准

专家组成员将使用以下评分标准来评估申请。ICANN 工作人员直接联系的申请人将有机会针对专家组成员可能提出的问题进行澄清并回答。但申请人不得自行与专家组进行沟通。

**创新性与相关性：**此标准将评估项目的创新性、独创性以及其与补助金项目宗旨的一致性。

4：优秀	3：良好	2：合格	1：不合格	0：缺失
项目成果和活动完全符合补助金项目宗旨；项目要素对当前标准和实践提出了挑战，通过拟实施具有创新意义的概念，具备促进知识进步或扩大影响的潜力。	项目成果和活动大多符合补助金项目宗旨；项目要素对当前标准和实践提出了挑战，通过拟实施有前景的概念来促进知识进步或扩大影响，但这些概念可能需要少量改进。	项目成果和活动大致符合补助金项目宗旨；项目要素表明对当前标准和实践有一定理解，拟实施的概念对促进知识进步或扩大影响作用有限。	项目成果和活动与补助金项目宗旨的符合程度一般；项目要素表明对当前标准和实践的理解不足，拟实施的概念在促进知识进步或扩大影响方面显得薄弱或不充分。	项目成果和活动不符合补助金项目宗旨；项目要素未挑战当前的标准和实践，也未提供可以促进知识进步或扩大影响的概念。

**有效性：**此标准将评估项目预期影响的重要性、项目对特定需求的响应，以及项目明确提出有意义且可衡量的预期成果的能力。

4：优秀	3：良好	2：合格	1：不合格	0：缺失
拟实施的工作具备非常充分的理由和意义，可以满足特定欠服务人群的需求，并且通过可衡量的、健全的关键绩效指标 (Key Performance Indicator, KPI) 明确说明了变革所能带来的潜在益处。	拟实施的工作具备充分的理由；可能无法满足特定欠服务人群的需求，但通过 KPI 说明了潜在的益处。	项目的理由或意义过于笼统；也许可以满足一般人群的需求，明确了一些潜在的益处；KPI 可能缺乏细节或清晰度。	提出的需求证据不足，且/或拟实施的活动不能充分满足需求；提案面向的是一般人群，且未明确具体益处；提供了 KPI，但未能定义可在现实中达成的目标。	提出的需求缺乏说服力或没有证据；拟实施的活动不满足所述的需求；没有描述对特定人群的益处或改善之处；KPI 缺失或与项目的预期影响力无关。



**实施与可行性：**此标准将评估项目的可操作性、实用性以及缓和潜在风险的准备情况。

4：优秀	3：良好	2：合格	1：不合格	0：缺失
工作计划和相关预算的结构特别合理；列明了项目风险，并制定了完备的风险缓和计划。	工作计划和相关预算的结构良好；列明了项目风险，但缓和措施还需得到进一步澄清。	工作计划和相关预算有待完善，存在偏差或骤增的情况；列出了部分风险，缓和计划总体上似乎能够应对风险，但缺乏细节。	工作计划和相关预算与成果不一致，项目现有形式不太可能实现所述成果；未清晰地列出风险，也没有明确的风险缓和计划。	实施项目所需的工作计划以及对资源的预估不到位；未确定任何风险，也没有风险缓和计划。

**项目团队的能力和专专业性：**此标准将评估申请人和项目合作伙伴在该领域和交付同类项目方面所具备的技能或知识。

4：优秀	3：良好	2：合格	1：不合格	0：缺失
申请人和确定的合作伙伴（如适用）在补助金项目资助的项目所属领域和项目管理方面拥有出色的履历，具有丰富的专业知识和经验。	申请人和确定的合作伙伴（如适用）在补助金项目资助的项目所属领域和项目管理方面具有良好的专业知识和经验。	申请人和确定的合作伙伴（如适用）在项目所属领域具有令人满意的专业知识和经验。	申请人和确定的合作伙伴（如适用）在项目所属领域经验不足。	申请人和确定的合作伙伴（如适用）未能提供证据证明他们在项目所属领域具有专业知识和经验。

**社群价值与影响力：**此标准将评估项目的持久影响力，以及项目通过培养受益人继续开展活动的才能，在最初的补助期结束后继续取得成果的能力。

4：优秀	3：良好	2：合格	1：不合格	0：缺失
提供了强有力的证据，证明项目可以为当地社群创造价值并建立广泛的支持基础；项目受益人有能力在补助期结束后继续维持项目影响力是一项既定成果。	提供的证据表明，通过让项目受益人参与长期战略制定，项目可以在补助期结束后继续对社群产生影响；战略的实施可能需要额外的补助金拨款。	项目被设计为临时或短期的；在吸引社群参与和/或确保补助期结束后的影响力方面，所做的努力有限；没有将培养相关能力以维持项目成果作为一项战略包含在提案中。	所述对未来的计划是假设性的，没有支持论据或战略方面的证据。	对未来补助期结束之后，提案没有提供任何有意义的计划。

在任意标准中得分为 **0** (缺失) 或 **1** (不合格) 的任何申请, 都将被取消进一步接受审议的资格, 不能获得补助金。

### iii. 做出资助决定并确定最终资助名单的流程

在专家组完成评估后, 将按以下流程对申请进行审议, 确定授予补助金的最终名单。

1. 专家组根据上述甄选标准, 依据专家组成员对申请的评估, 对所有评估的申请进行排名。
2. 根据所在补助周期可用的资金总额, 各申请按照排名顺序入围资助名单。最后一个入围申请的得分将成为进一步审议是否授予补助金的得分门槛。
3. ICANN 对入围申请所列出的预算和活动进行审核, 以检查是否有任何错误、不允许的活动/费用或不一致之处, 并根据需要或在专家组提出请求时让申请人作出澄清。
4. ICANN 对入围申请进行最终的资格筛查, 包括续订的 OFAC 筛查、慈善组织身份核实、以及信誉和背景调查的最新动态。
5. ICANN 根据专家组的评估和尽职调查结果, 产生一份最终申请名单, 并包括每份申请可获得的建议补助金额。这份名单将被呈交给 ICANN 董事会。
6. ICANN 董事会对最终资助名单进行表决。
7. 一旦获得批准, 将通知申请人, 并进入下一阶段补助金协议的协商和签署流程。

未入选最终资助名单的申请人将收到电子邮件通知, 并获得有关下一个资助周期的信息。如有要求, 将向申请人提供有关申请未入选最终名单的具体反馈。这些反馈可能包括所获分数和/或专家组的最终评估。

## 6 提案提交信息

ICANN 使用 [Submittable](#) 作为补助金项目的在线补助金管理系统。在开放申请窗口之前, 将在 [ICANN 补助金项目](#) 页面上发布有关如何查看申请和创建登录信息的说明。申请必须通过 ICANN 提供的 [Submittable](#) 门户网站进行提交。以其他方式提交的申请均不予受理, 也不会被接受或评估。

如果在申请平台的使用方面需要技术支持, 请联系 [Submittable 支持中心](#)。

### i. 申请问题

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申请人应回答几个问题以详细介绍其项目，包括项目的目标和宗旨、预期的影响、可能出现的意外情况和风险等。申请人还应重点说明他们交付此类项目的经验、项目过程中涉及的任何合作关系，以及他们如何衡量成功。在申请平台中，所有回复均应用英语提交。

以下问题仅作为计划时参考所用，在实际申请中可能会出现不同的问题：

- 描述您的项目如何符合 ICANN 的使命。
- 描述您的项目如何符合补助金项目的宗旨。
- 您希望解决什么问题或挑战？
- 其他人是如何尝试解决这个问题的？
- 与其他人相比，您解决这个问题的方法有什么不同？
- 谁负责具体实施项目，他们的角色是什么？
- 哪些风险可能与项目相关，您的风险缓和计划是什么？
- 项目成功的表现是什么？您将如何衡量？
- 当 ICANN 补助金项目所发放的补助金用完之后，您计划如何维持项目的影响力？

## ii. 绩效衡量标准与关键绩效指标

申请人应说明他们计划如何衡量其项目的成功与补助金项目的宗旨相吻合。申请人应提供其项目的关键绩效指标 (KPI) 介绍来详述这些衡量标准。

KPI 可以是定性的，也可以是定量的，应与质量、满意度或性能等衡量标准相关，但不限于此。申请人应对计划使用的 KPI 进行设计，以便在整个项目过程中用于对项目进行衡量，并通过这些 KPI 展示其项目的预期影响力。

## iii. 工作计划筹备

### 项目工作计划

申请人应提供一份详细的工作计划，概述预期开展的活动。工作计划应概述实施项目所需的关键行动，以及根据时间表预计采取这些行动的时间。工作计划应描述与项目的 KPI、阶段性成果和可交付项目相一致的具体任务。在线申请中会包含申请人应填写的工作计划部分。

## iv. 预算准备

### 项目预算

补助金项目旨在为特定项目提供与工作计划一致、明确且具有现实可行性的预算资金。在线申请会包含申请人应填写的预算部分。申请人应使用以下费用类别来编制其申请的项目预算。申请人应在申请中提供每种费用类别的预算（如适用）及费用说明。



### 费用类别说明:

- **人员** - 负责监督和实施项目活动以及报告补助金使用情况的人员的费用
- **差旅** - 为履行拟实施的活动和进行专业提升所必需的合理差旅出行
- **耐用品和设备** - 启动和运营项目所需的设备和/或基础设施费用

一般来说, 这些物品的使用寿命应在一年以上。用补助金购买的设备, 在项目期结束后, 必须继续用于慈善用途, 在一定条件下可交由慈善组织处理。

- **分包商** - 分包商允许在有限的基础上, 从外部为申请人提供超出其员工能力和资源范围的技术知识、专业服务、软件或其他资源。但是, 大多数补助金活动应由申请人组织员工或利用组织资源进行, 而不是由分包商进行。分包费用应低于总活动费用的 50%。

请确保在预算的费用明细中清楚列出承包商费用, 并注明按小时/天/月计算的费率, 以及承包商预计将参与在项目中的时间。

- **其他直接费用** - 其他可直接分配给项目的预期费用, 如市场推广、培训、项目活动用品和供应等。
- **管理费/间接费用** - 补助金可以用于支持直接项目费用。一小部分 (不超过所申请补助金总额的 10%) 可包含在预算内以支付间接费用或办公室租金、水电费和交付项目所需的一般行政管理开支。

示例: 如果您申请 100,000 美元, 那么您的预算中最多可申请 10,000 美元作为间接费用。

100,000 美元预算 = 90,000 美元直接费用 + 10,000 美元间接费用

**请注意:** ICANN 的报告货币为美元。为限制交易和兑汇带来的财务风险, ICANN 要求所有预算均以美元形式提交。

## v. 申请条款和条件

所有申请人都必须同意补助金管理平台的条款和条件, 才能提交申请。该条款和条件概述了对有意申请补助金的申请人的期望、规则和义务。其中包括, 申请人应了解, ICANN 补助金项目是一个开放申请, 这意味着每个周期可用的补助金总额、补助金发放的数量以及选择授予补助金的申请均由 ICANN 自行决定。申请人不可使用 ICANN 的问责机制对补助金决定提出质疑。

为方便全球申请人, ICANN 以英语发布的《补助金项目申请人指南》将被翻译成阿拉伯语、中文、法语、俄语和西班牙语。其他材料, 如条款和条件、补充政策或合同模板将以英语提供, 不进行翻译。申请人认可本指南和申请材料 (包含条款和条件) 的英语版本是对各方具有约束力的版本, 而此类翻译版本是非官方的解释, 在各方面都不能作为准确的依据。如果本指南和申请材料的翻译版本与英语版本有任何出入, 应以英语版本为准。

## 7 申请提交后与申请人的沟通

申请人应根据需要在补助金管理系统中维护和更新其联系信息。ICANN 工作人员或授权第三方供应商的代表可在审核流程的任何阶段，与申请中所列的主要联系人进行联络。只有在接到直接联系时，申请人才需提供指定的额外信息、缺失信息或不完整信息。申请提交后，即不得修改所提交整套申请的任何其他部分。

与申请人进行联系所涉及的事项包括但不限于：

- 要求提供有关受理和资格信息的澄清或文件。
- 独立申请评估专家组成员通过 ICANN 工作人员或其供应商进行协调而提出的信息问询。
- 进行背景调查所需的信息请求或同意授权。
- 补助金决定通知。
- 如获资助，将提供有关如何完成补助金协议的指导说明。

请申请人就受理或资格信息做出澄清时，可能涉及提供额外的尽职调查文件、可用于核实慈善组织身份的文件或与利益冲突披露和/或信誉及背景调查相关的信息。

正式的请求将指明要求提供的具体信息或文件、与提交回复有关的说明及截止日期。如未能在截止日期前作出回复，可能导致申请被取消参与后续审议的资格。

请注意，信息征询并不意味着申请将获得资助。

## 8 补助金划拨

接到申请成功的通知后，申请人将签订一份补助金协议。协议中将列明补助金条款，包括但不限于：项目的起始日期、报告要求和款项发放时间表。

所有资金将分期支付，以便监督受资助项目的实施情况。各组织不会获得一次性付款。鼓励各组织在预测现金流时，考量这一分期划拨的安排。款项划拨将取决于是否及时提交方案和财务报告，详细说明资金的使用情况以及在报告期内取得的任何阶段性成果或可交付项目。

分期付款日期和金额将因每个资助项目的持续时间和范围而异。

- 第一笔款项将在签署补助金协议后及时发放。
- 中间各期款项将在提交补助金活动和财务更新报告且报告获得批准后发放。
- 最后一笔分期付款将在提交补助金收尾活动和最终财务报告且报告获得批准后发放。

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## 9 报告、监督和评估

### 报告

成功获得补助金的申请人须在资助期间完成中期报告。中期报告将包括关于项目进展的叙述性问题和 KPI 数据收集，以及详细说明迄今为止支出情况的财务报告。

项目结束时还须提交最终报告，并在报告中详细说明目标和宗旨的实现情况以及项目的最终支出。

### 监督

项目可能需要额外的监督活动，例如实地考察以核实并记录项目活动是否与报告相符。开展此类监督活动时，ICANN 将直接与受资助者联系安排考察，受资助者无需就此承担任何费用。

### 评估

受资助者也可能需要接受定期审查和评估。这可能包括：问卷调查；参加虚拟或面对面的会议，及与 ICANN 工作人员面谈；或其他需要就项目实施和补助金使用情况进行数据收集的活动。

## 10 个人数据保护

在 ICANN，我们致力于保护您的隐私并确保您个人信息的保密性。我们将隐私保护作为重点考虑的优先事项；通过深思熟虑的设计，将数据保护的基本原则，如数据最小化、相称性、建立适当的保留政策、透明度等，整合到我们的申请流程之中。

我们简化了申请程序，只要求提供全面评估申请时不可或缺的信息。公开披露的任何数据将设定明确标识（如项目摘要或描述）。

在整个补助金管理过程中，ICANN 将坚守数据保护原则，确保以清晰透明地收集和留存数据。

为了让申请人全面了解我们的以隐私为中心的方法和对数据保护原则的遵守情况，我们将在 Submittable 平台上向申请人提供《补助金项目隐私政策》以及条款和条件，供其审查和同意。

## 11 申请时必须提供的附件

这份清单也包含在补助金申请平台中，列出了应与申请一起提交的必需附件。申请人必须在补助金管理系统中上传这些附件。审查过程可能会要求提供其他文件，以确认申请资格或核实申请中提供的信息。针对必须提供或需要以英语提供的附件，其翻译文本无需获得官方认证。

## I. 必须提供的附件

### 慈善组织身份证明 - 优先使用英语

来自美国国税局的 501 (c)(3) 认定函（如果该组织设在美国）

### 如果该组织不设在美國 -

当前有效的等效性认定证书（如适用）

或

治理文件，例如公司设立章程等，和/或由所属国家或地区认可的其他表明慈善组织身份的法律文件

**重要信息：** 在申请阶段，将接受非英语的治理文件。但在流程的后期，美国以外的申请人可能需要将治理文件翻译成英语。翻译文本无需官方认证。如果适用，将直接通知这些申请人并告知相应要求。

### 董事会和高级职员名单 - 用英语提交

请提供每名董事会成员或高级职员的以下信息

- 姓名
- 高级职员担任的职务（总裁、财务主管等），如适用
- 专业隶属关系
- 任职期限

### 项目的主要领导名单（包括享受补助金资助的合作伙伴和分包商）

#### - 用英语提交

请提供每个主要方案人员和财务人员以及分包商的以下信息（如适用）

- 姓名
- 项目中的职责
- 简历、履历或简短的个人简介，包括与项目相关的技术专长和教育背景

申请人上一财政年度的财务报表（如有，最好经过审计。可接受附有解释的未经审计的财务报表）——请提供英语版本（如适用）

当前财政年度的组织预算——请提供英语版本（如适用）

## 1.1 术语表

### ICANN 补助金项目术语表

**评估 (Assessment):** 独立申请评估专家组的职责，使用既定的评分标准和分组审议来生成所有被评估申请的排名列表。

**共同资助 (Co-funding):** 一种资助方案，需要两个或更多资助方的出资来实现预期结果。

**联盟 (Consortium):** 在项目中具有不同角色和职责的几个组织的联合。

**评估 (Evaluation):** 对项目进展、影响和成果的评估。

**财务赞助商 (Fiscal sponsor):** 符合 501(c)(3) 条款的一种慈善组织，以签订合约方式赞助不符合 501(c)(3) 或同等条件的组织，为其提供免税福利并确保资金用于慈善目的。财

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务赞助商必须对分配的补助金保持控制和监督，并作为本项目的主要联系人。

**ICANN 补助金项目 (ICANN Grant Program):** 一个全球项目，旨在合理分配在 2012 年新通用顶级域 (gTLD) 项目中通过最终拍卖方式所得到的收益。

**独立申请评估专家组 (Independent Application Assessment Panel, 简称“专家组”):** 由符合补助金项目主题和工作领域的主题专家组成的独立小组，负责评估、评分以及向 ICANN 补助金项目部门工作人员交付被评估申请的排名列表。

**关键绩效指标 (Key Performance Indicator, KPI):** 针对组织在一定时间内完成具有现实可行性的既定目标或宗旨，衡量和监督其进展的一种方式。

**开放申请 (Open application):** 任何符合条件者都可以申请（无需邀请）。

**审核 (Review):** 在每个补助周期期间和结束时，以及在多个周期后更具战略性地对项目进行审核的过程。

**分包商 (Subcontractor):** 签订了合约以完成明确规定的任务，从而为项目实施提供支持的外部顾问或其他实体。

## 1.2 附录

### **DRAFT ICANN Grant Program Terms and Conditions**

*\*Subject to change in advance of opening of Application Cycle in March 2024*

By submitting an online grant application (this “Application”) through ICANN’s online interface, you are agreeing on behalf of yourself and your organization (including all parent companies, subsidiaries, affiliates, agents, contractors, employees and any and all others acting on its behalf) (collectively, “Applicant”) to these Grant Application Terms and Conditions (“Terms and Conditions”).

The Internet Corporation for Assigned Names and Numbers (ICANN) maintains the ICANN Grant Program. ICANN, through the ICANN Grant Program offers an open call for grant applications (“Applications”) for possible grant funding (“Grant”). ICANN’s principal place of business is at 12025 W. Waterfront Drive, Suite 300, Los Angeles, California 90094, USA. This is an open request for applications and not a contest. The amount of Grant funds, the number of Grants awarded, and the organizations selected for Grants are at ICANN’s sole discretion. Applicant understands and agrees that these Terms and Conditions are binding on the Applicant and are a material part of the Application.

Applicant warrants that it has the requisite power and authority to make this Application on behalf of Applicant, and is able to make all agreements, representations, waivers, and understandings stated in these terms and conditions and to enter into the form of grant agreement as posted with these terms and conditions. In the event that Applicant is joined in its



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Application by other organizations with which Applicant proposes to deliver the work as described within the Application, Applicant warrants that it has full power and authority to make this Application and all agreements, representations, waivers, and understandings stated in these terms and conditions on behalf of those additional organizations.

Applicant acknowledges and agrees that ICANN has the right to determine not to proceed with any and all Applications within the ICANN Grant Program, and that there is no assurance that any Grants will be awarded. The decision to review, consider, and approve Applications for Grants and to award Grants after approval is entirely at ICANN's discretion. ICANN reserves the right to reject any application that ICANN is prohibited from considering under applicable law or policy.

Applicant acknowledges that it is responsible for completion of the Application within the online grant application portal as specified by ICANN, inclusive of all required documentation, within the application window as set forth at <https://www.icann.org/grant-program-en>. Failure to complete all required fields and submit all required documentation within the manner and timeframe specified may remove the Application from further consideration for a Grant. In its sole discretion, ICANN may extend the time for submission of applications, and will provide notice of such extension on that same webpage.

Applicant warrants that the statements and representations contained in the Application (including any documents submitted) are true and accurate and complete in all material respects, and that ICANN may rely on those statements and representations fully in evaluating this Application. If applicant uses tools such as generative artificial intelligence to support the development of its application, Applicant remains responsible for confirming it has the rights to all information presented within the application and that the information presented is reliable and accurate.

Applicant acknowledges that any material misstatement or misrepresentation (or omission of material information) may serve as grounds for ICANN to remove the Applicant and its Application from consideration for a Grant. Applicant agrees to notify ICANN in writing of any change in circumstances that would render any information provided in the application false, misleading or outdated.

Applicant acknowledges the eligibility and application requirements that are set forth within the ICANN Grant Program Applicant Guide for applying within the 2024 Grant Cycle ("Applicant Guide") and understands that it must meet and maintain all eligibility and application requirements to remain eligible for award of a Grant. Applicant acknowledges that it must timely notify ICANN of any change that might impact the Applicant's eligibility for a Grant through the modes of communication specified within the Applicant Guide.

Applicant acknowledges that ICANN or its authorized vendors may ask Applicant to provide additional information to supplement an Application, such as further financial statements, specific government records, information regarding officers, Board members and key program staff, additional details about the project described with the Application, and other information deemed necessary by ICANN to evaluate the Applicant or Application. Applicant further acknowledges that Applicant's failure to provide such additional information within the timeframe specified within such a request may remove the Application from further consideration. Applicant understands that neither ICANN nor its authorized vendors are under any obligation to seek further information from any applicant and a decision to do so is within ICANN's sole

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discretion. Applicant recognizes that as part of responding to requests for additional information, Applicant (where allowed) may be required to obtain any consents or agreements of the entities and/or individuals named within the Application for the purpose of completing the requisite background or reputational screening activities detailed in the Applicant Guide, as well as to provide documented consent for release of records to ICANN by organizations or government agencies.

Applicant authorizes ICANN to disclose the Application (inclusive of materials) to ICANN's employees, Board of Directors, consultants, agents and other third parties, including ICANN's authorized vendors, for the purpose of processing the Application, consulting on or performing the evaluations described within the Applicant Guide, and as otherwise necessary to consider the Application for a Grant.

Applicant warrants that all materials and information provided within its Application are free from viruses or other malicious code.

For the convenience of applicants, the application materials published by ICANN in the English language have been translated into certain other languages frequently used around the world. Applicant recognizes that the English language version of the application materials (of which these Terms and Conditions is a part) is the version that binds the parties, that such translations are non-official interpretations and may not be relied upon as accurate in all respects, and that in the event of any conflict between the translated versions of the ICANN-published application materials and the English language version, the English language version controls.

Applicant recognizes that though language localization tools may be available to support the application experience, Applicant is required to submit all Application materials, unless otherwise specified, in English or accompanied by a translation into English where indicated as permissible. Applicant acknowledges that all costs of translations are at Applicant's expense, and ICANN will not reimburse such costs. While ICANN does not require provided translations to be officially certified, Applicant acknowledges that it is responsible for confirmation of the veracity and accuracy of the translation and that ICANN will rely on such Applicant-provided translation for any and all application evaluation work.

In the event Applicant wishes to rely upon ICANN's authorized vendor to achieve an Equivalency Determination (as discussed within the Applicant Guide) during the Grant Program Application process, Applicant acknowledges that Applicant is responsible for responding to all requests for information from ICANN or the authorized vendor to support the performance of that work. Applicant acknowledges that ICANN does not and cannot guarantee that Applicant will be successful in that Equivalency Determination process. ICANN will cover the costs of the authorized vendor performing Equivalency Determination evaluations when coordinated through ICANN as part of the ICANN Grant Program evaluation process. Applicant also acknowledges that if it chooses to obtain an Equivalency Determination from a provider of Applicant's choosing, or has previously paid ICANN's authorized vendor for the performance of an Equivalency Determination, such evaluation costs are borne by the Applicant. Even when using ICANN's authorized vendor, any costs incurred by Applicant for obtaining requested documentation or translations thereof are the Applicant's responsibility and will not be subsidized by ICANN.

Applicant understands that while it is welcome to submit as many applications as it wishes and is welcome to collaborate with other applicants on additional submissions within the ICANN

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Grant Program, that Applicants may only be awarded funding for one project and will not be eligible to receive multiple grants in one grant cycle, either as the primary applicant or as a collaborator. In the event that Applicant submits or is involved with more than one application within the ICANN Grant Program, Applicant will be requested to provide ICANN a preferred order of funding Grants, while understanding that such preference is indicative only and not binding upon ICANN.

In the event the Applicant is selected for a Grant, Applicant authorizes and gives permission to ICANN to publish applicant's name on ICANN's website, and to disclose or publicize in any other manner, information sufficient to identify the Applicant and information regarding the project contemplated within the Application. Applicant acknowledges that it will be required to agree to further publicity and transparency measures as part of the Grant Agreement.

In addition to these Terms and Conditions, ICANN has established a privacy policy for the Grant Program ("Grant Program Privacy Policy") to explain how ICANN collects and uses personal data in this context. A copy of the Grant Program Privacy Policy can be found at (LINK TBD). The Grant Program Privacy Policy which relates specifically to the Grant Program is supplemented by the ICANN Privacy Policy (available at: <https://www.icann.org/privacy/policy>), which contains more general provisions. The ICANN Privacy Policy and the Grant Program Privacy Policy may be updated from time to time. Please review the contents of these policies frequently and prior to submitting an online Application through ICANN's online interface, after such updates constitute your acknowledgment and applicability of such updated policy.

Applicant warrants that it maintains the rights to the materials and information provided within its application, and that such materials and information do not violate or infringe on any third party rights (including privacy, data protection, and intellectual property rights).

Applicant will give notice and, if applicable, obtain consent from any individual whose personal data is submitted to ICANN's online interface if this is required under applicable laws. When Applicant transfers personal data in a manner subject to cross-border data transfer restrictions under applicable laws into ICANN's online interface, for example a transfer of personal data from the European Economic Area ("EEA") into ICANN's online interface in the United States, Applicant will ensure that such transfers take place in compliance with applicable 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 or authority approval. Applicant will contact ICANN at [privacy@icann.org](mailto:privacy@icann.org) prior to submitting any personal data into the ICANN's online interface with a request to enter into the necessary transfer safeguards under applicable laws, whereby it is in the sole discretion of ICANN whether to grant or reject this request.

Applicant understands and agrees that, even upon successful evaluation, it will receive a Grant only in the event that it enters into a grant agreement with ICANN in the form published in connection with the application materials. (Note: ICANN reserves the right to make reasonable updates and changes to this proposed draft agreement during the course of the application process). Applicant may not resell, assign, or transfer any of Applicant's rights or obligations in connection with the Application.

Applicant shall indemnify, defend, and hold harmless ICANN (including its affiliates, subsidiaries, directors, officers, employees, consultants, evaluators, and agents, collectively the ICANN



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Affiliated Parties) from and against any and all third party claims, damages, liabilities, costs, and expenses, including legal fees and expenses, arising out of or relating to: (a) ICANN's or an ICANN authorized vendor's consideration of the Application, and any approval, rejection or withdrawal of the Application; and/or (b) ICANN's or an ICANN authorized vendor's reliance on information provided by applicant in the application.

Applicant agrees that it may not utilize the Reconsideration Request or Independent Review Process as specified within Article 4 of ICANN's Bylaws for the purpose of challenging decisions made on this Application. This includes challenges to acts and decisions by ICANN and ICANN's authorized vendors that arise out of, are based upon, or are in any way related to, any action, or failure to act, by ICANN or ICANN's authorized vendors in connection with the review or disposition of this Application, including the ultimate decision by ICANN to award or not award the Applicant's applied-for Grant as described in the Application. Applicant also agrees that there are no mechanisms provided to Applicant to challenge or seek review of decisions made on the Application. In the event Applicant's Application does not result in a Grant, Applicant acknowledges it is only entitled to information regarding the next cycle of funding, and if requested, specific feedback about why the Application was not selected for the final slate of Grants.

ICANN reserves the right to make reasonable updates and changes to the Applicant Guide and to the application process, at any time by posting notice of such updates and changes to the ICANN website. Applicant acknowledges that ICANN may make such updates and changes and agrees that its Application will be subject to any such updates and changes. In the event that Applicant has completed and submitted its Application prior to such updates or changes and Applicant can demonstrate to ICANN that compliance with such updates or changes would present a material hardship to Applicant, then ICANN will work with Applicant in good faith to attempt to make reasonable accommodations in order to mitigate any negative consequences for Applicant to the extent possible consistent with ICANN's mission.

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## DRAFT ICANN Grant Program Grant Agreement Template

*\*Subject to change in advance of opening of Application Cycle in March 2024 and subject to modification prior to execution.*

### GRANT AGREEMENT BETWEEN

[GRANTEE ORGANIZATION]

AND

INTERNET CORPORATION FOR ASSIGNED NAMES AND NUMBERS

This Grant Agreement (this “**Grant Agreement**”) is made as of the date of signature (the “**Effective Date**”) by the Internet Corporation for Assigned Names and Numbers, a nonprofit public benefit corporation exempt from taxation pursuant to Section 501(c)(3) of the Internal Revenue Code of 1986, as amended (the “**IRC**”) and incorporated in the state of California with its principal office at 12025 Waterfront Drive, Suite 300, Los Angeles, California 90094 (“**ICANN**”); and [Grantee name], a [US state/international] [type of entity] (“**Grantee**”). ICANN and Grantee are hereinafter referred to individually as a “**Party**” and collectively as the “**Parties**.”

#### RECITALS

Whereas, ICANN is a nonprofit organization headquartered in the State of California with a mission to coordinate, at the overall level, the global Internet’s system of unique identifiers, and in particular to ensure the stable and secure operation of the Internet’s unique identifiers, and is committed to corporate engagement and social responsibility, within the bounds of it’s mission, commitments, and core values;

Whereas, ICANN has created and operates a grant program through which ICANN provides funding to help facilitate the security, stability, and resiliency of the Internet’s unique identifier systems (the “**Grant Program**”) in order to support, benefit, and further the charitable and educational purposes of ICANN within the meaning of IRC Section 501(c)(3).

Whereas, ICANN has determined that the Grantee performs activities that further ICANN’s charitable mission, as further detailed in Exhibit A;

Whereas, ICANN wishes to support Grantee in its work pursuant to the terms of this Grant Agreement in order to advance ICANN’s mission of coordinating and ensuring the stable and secure operation of the Internet’s unique identifier systems; and

WHEREAS, Grantee agrees that any funds received through this Grant Agreement will be used exclusively for the purposes outlined in Exhibit A (the “**Project**”);

NOW, THEREFORE, for and in consideration of the recitals above and the mutual covenants and conditions contained herein, the Parties agree as follows:

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## 1. Grant and Payment Schedule

- a. ICANN shall award Grantee a grant in the amount specified in Exhibit A (the “**Grant**”) over the Term specified in Section 4 of this Grant Agreement to support Grantee’s Project as described in Exhibit A.
- b. ICANN will distribute the funds provided under this Grant Agreement (“**Grant Funds**”) to Grantee in accordance with the payment schedule in Exhibit A, subject to Grantee’s satisfaction of the requirements stated in Exhibit A. Distributions will be in U.S. Dollars and based on generally accepted market rates published at the time of initial submission of the Project to ICANN.
- c. Exhibit A is hereby incorporated into and considered part of this Grant Agreement and any change to the terms of an Exhibit hereunder will require a mutually executed written amendment.
- d. Any Grant or other payment under this Grant Agreement is not attributable to any local presence ICANN has had or will have in the European Union.
- e. ICANN shall not be liable for any foreign exchange rate fluctuation between Participant’s local currency and the U.S. Dollar that may affect the value of the Grant Funds, or any other amounts due to Participant pursuant to this Agreement.

## 2. Reporting

- a. Grantee shall provide to ICANN reports during the term of the Project as mutually agreed upon in Exhibit A, inclusive of a final report upon completion of the Project or termination of this Grant Agreement (collectively, the “**Reports**”). The Reports will be delivered to ICANN in the format, manner, and schedule specified in Exhibit A. The final Report shall be provided within thirty (30) days after the end of the last month in which the funding commitment of ICANN has ended (whether by reaching the full amount of the grant or as a result of termination of the Grant Agreement), and Grantee has expended all Grant Funds previously provided.
- b. The Reports shall describe the status of the Project and activities taken in performing the Project (the “**Activities**”) by Grantee and expenditures made with the Grant Funds. As appropriate, the Reports shall detail the progress on Activities by evaluating Project outcomes and measuring data against any targets established in advance by the Parties, as described in Exhibit A. The Reports shall also report on Grantee’s compliance with the terms of this Grant Agreement.
- c. Grantee must notify ICANN in writing within ten (10) days of any change in Grantee contact information.

## 3. Diligence and Audits

- a. Grantee acknowledges that ICANN may conduct a due diligence review of Grantee prior to providing Grant Funds under this Agreement or following any Grantee change of control. Grantee shall comply with all reasonable due diligence requests. ICANN shall bear its own costs

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in the conduct of any such due diligence review and Grantee shall not unreasonably hinder or delay ICANN's conduct of its due diligence review.

b. Upon ICANN's written request Grantee shall permit ICANN to audit or perform in-person inspection(s) during regular business hours of Grantee's premises, records and reports relating to Grantee's obligations and any use of Grant Funds under this Agreement. The frequency and scope of such audits or inspections shall be at ICANN's sole, reasonable discretion.

c. Grantee shall retain its books and records in such a manner that any Grant Funds are identified separately on Grantee's books. Such books and records shall be kept in sufficient detail to document ongoing compliance with the requirements of this Grant Agreement, and shall be made available upon ICANN's written request.

d. Grantee shall provide ICANN with sufficient information, including the specific geographic location(s) and parties involved in the Grant Project, within five (5) calendar days of a request by ICANN and in any event prior to the distribution of any Grant Funds so that ICANN can determine applicable sanctions regulations and, to the extent sanctions regulations apply to the Activities, whether there are any exemptions or general licenses that would cover the Activities.

#### **4. Term and Termination**

a. This Grant Agreement commences on the Effective Date and shall continue until all required Reports have been received by ICANN (as described in Section 2 and further described in Exhibit A) or at such time as this Grant Agreement is terminated pursuant to Section 4.b, but no case longer than two years from the Effective Date (the "Term"); provided, however, that any terms of this Grant Agreement that, given their nature or express terms, are intended to survive shall survive the termination of this Grant Agreement.

b. ICANN may terminate this Grant Agreement by providing thirty (30) days prior written notice to Grantee. Upon such notification by ICANN, Grantee will immediately cease Grant expenditures and commitments; provided, however, Grantee may make any final Grant expenditures for any reasonable costs incurred but not yet paid, including any non-cancellable commitments entered into by Grantee, prior to the date of such notification. ICANN will distribute to Grantee all remaining Grant Amounts for such expenditures pursuant to the standard payment process described in Section 1 and Exhibit A.

c. Either Party may terminate this Grant Agreement in writing with immediate effect if any of the following occurs:

i. The terminating Party has a good-faith belief, based on the facts then available to it, that the other Party has engaged in any of the following conduct: fraud, misappropriation or embezzlement of funds, or gross misconduct; and the terminating Party reasonably determines that association with the other Party may adversely affect the terminating Party's tax-exempt status or general reputation.

ii. The other Party breaches any of its obligations under this Grant Agreement or Exhibit A, or if such breach is capable of remedy, the other Party fails to remedy such breach to the satisfaction of the terminating Party within ten (10) calendar days of the terminating Party requiring such remedy, subject to the following:

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(A) the terminating Party shall specify in writing the provision claimed to be breached, the date such obligation or performance was to have been satisfied and any other identifying specifics to the other Party;

(B) the terminating Party may, in its sole discretion, extend the period for the other Party to remedy its breach; and

(C) there shall be no remedy period for breaches involving illegal or unlawful acts;

iii. Termination is required to comply with the requirements of any law or regulation applicable to the terminating Party or its affiliates or subcontractors, the other Party or its affiliates or subcontractors, or this Grant Agreement.

d. Other bases and mechanisms for termination may be set forth in Exhibit A as agreed upon in writing by the Parties.

e. Any Grant Funds that have not been used for, or committed to, the Project within the first to occur of (i) two (2) years from the Effective Date, or (ii) termination of the Grant Agreement, must be returned promptly to ICANN.

f. Grantee will maintain adequate accounting records and copies of any reports submitted to ICANN related to the Project as required in Sections 2 and 3 of this Grant Agreement. Grantee will retain such records and reports for six (6) years following the termination or expiration of this Grant Agreement and will make such records and reports available to ICANN upon request.

## 5. Management of Grant Funds

a. Grantee may not use Grant Funds for any purpose other than the charitable, educational, or scientific purposes for which the Grant is made. The Project is not intended to provide, nor will it be managed for, personal monetary or commercial gain. Grantee may not use Grant Funds to reimburse any expenses Grantee incurred prior to the date of this Grant Agreement.

b. Notwithstanding any other provision of this Grant Agreement to the contrary, Grantee shall ensure (on its own behalf and on behalf of each individual or entity that directly, or indirectly through one or more intermediaries, is owned or is controlled by, or is under common ownership or control of Grantee (each an “**Affiliate**”) and each individual or entity engaged by Grantee as a contractor listed in or approved per Section 7 of this Grant Agreement (a “**Subcontractor**”), if any) that:

i. Grant Funds are used solely for the purposes specified in this Grant Agreement and Exhibit A and for no other purpose;

ii. Grant Funds are not used to lobby any government official or agency, or otherwise attempt to influence legislation within the meaning of IRC Section 501(c)(3); and

iii. Grant Funds are not used to participate in, or intervene in (including the publishing or distributing of statements), any political campaign on behalf of, or in opposition to, any candidate for public office (within the meaning of IRC Section 501(c)(3)).

## 6. Ownership

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Each party shall remain the sole and exclusive owner of their respective intellectual property rights, including but not limited to copyrights, patents, patent disclosures and inventions (whether patentable or not), software programs, data sets, and trademarks owned, licensed, used, acquired, created, conceived, developed or first reduced to practice by or on behalf of such party prior to the execution of this Agreement or during the Term of this Agreement (collectively, “Material”). Neither party acquires any rights to any of the other party’s Material under this Agreement except that: (i) upon written request by ICANN, Grantee hereby does and agrees to grant to ICANN a worldwide, non-exclusive, irrevocable, transferable, sublicensable, royalty-free and fully paid-up right and license to copy, modify, distribute, create derivative works and/or publicly display Grantee Material; and (ii) to the extent any legally protectable 3<sup>rd</sup> party intellectual property is used or incorporated into any Grantee Material or used and incorporated in any other content, other than the Materials, that are prepared by or on behalf of Grantee in the course of this Agreement, upon ICANN’s written request Grantee hereby does and agrees to grant (or secure on behalf of ICANN) a worldwide, non-exclusive, perpetual, irrevocable, transferable, sublicensable, royalty-free and fully paid-up right and license to use, copy, modify, distribute, create derivative works and/or publicly display any such 3<sup>rd</sup> party intellectual property solely in connection with the Materials.

## 7. Prohibited Activities

a. Grantee will not use or provide any of the Grant Funds, directly or indirectly, to promote or engage in violence, terrorism or the destruction of property or to provide support or make any payment to or in support of, or otherwise transact with, any person that is the subject of sanctions administered by the U.S. government or any other applicable governmental authority (“**Sanctions**”), including, without limitation: (i) any person that promotes or engages in such activities; (ii) any person that is named on the Sanctions-related lists maintained by the U.S.

Department of the Treasury’s Office of Foreign Assets Control (“**OFAC**”), including OFAC’s Specially Designated Nationals and Blocked Persons List; (iii) any person located, incorporated, organized or ordinarily resident in a region that is the subject of comprehensive Sanctions (each region, a “**Sanctioned Jurisdiction**”); (iv) any government or government-controlled entity that is the subject of Sanctions; or (v) any entity that is directly or indirectly owned, 50 percent or more, or controlled by, or acting on behalf of, any person(s) described in (i)-(iv) above. Note that the persons, entities, governments, and regions that are the subject of these restrictions change over time. Without limiting the foregoing, Grantee shall not make any secondary grants or otherwise use any of the Grant Funds that would require a license from OFAC or another applicable governmental authority without obtaining such a license. Grantee will comply, and shall cause its Affiliates and Subcontractors to comply, with the United States Foreign Corrupt Practices Act of 1977, as revised, and applicable anti-corruption laws and regulations of any non-U.S. jurisdiction in which the Grant Funds may be used or any parties to this Agreement may be located.

b. Grantee further represents and warrants that neither Grantee, Grantee’s Affiliates or Subcontractors, nor any of their respective owners, directors, employees, or agents, are a Sanctioned Party.

c. Grantee assumes all responsibility for any purchase, export, reexport, or import of any software, equipment, or technology made in connection with this Grant Agreement. Grantee agrees to comply with all export, re-export, import, and customs laws, rules, and regulations



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applicable to the provision of any goods, software, equipment, or technology pursuant to this Grant Agreement, including by way of non-limiting example those contained in the U.S. Export Administration Regulations (“**EAR**”) administered by the U.S. Department of Commerce’s Bureau of Industry and Security (“**BIS**”).

d. Grantee agrees to provide ICANN with any information requested by ICANN necessary or reasonably anticipated to ensure compliance with Sanctions and anti-money laundering laws and regulations in connection with receipt or disbursement of the Grant Funds.

e. Unless prohibited by an applicable law, Grantee shall immediately repay to ICANN an amount equal to any Grant Funds disbursed in violation of the restrictions in Section 5 and 7 of this Grant Agreement.

## **8. Subcontractors**

a. In light of the nature of services to be performed under this Grant Agreement, and in the interest of protecting the reputation and potential Confidential Information (as defined below) of ICANN, Grantee agrees that it will only involve the services of (i) Grantee’s employees, or (ii) the Subcontractor(s) pre-approved by ICANN.

b. Grantee represents and warrants that it has advised each Subcontractor that they are not employees of ICANN, and are not entitled to any benefits provided to ICANN employees and will indemnify ICANN in full for any such claims. Grantee is liable for compliance with all applicable employment and labor laws related to the Subcontractors and will indemnify ICANN in full for any such claims arising under any such laws. Finally, Grantee agrees to indemnify and hold ICANN, its affiliates, officers, directors, employees, attorneys, and agents harmless from and against any and all claims, costs, damages, losses, liabilities, and expenses (including attorneys’ fees and court costs) arising out of, or in connection with Grantee’s hiring or use of Subcontractors, including for acts or omissions of the Subcontractor(s). No other individuals will be engaged on this project or have access to the Confidential Information provided by ICANN relating to this matter.

c. ICANN will have the right of approval before any other persons are involved in the project, and a delay on ICANN’s part or failure to approve additional persons by ICANN will not be a breach of this Grant Agreement. In the event that Grantee pays a portion of the Grant Funds to a Subcontractor, Grantee must receive written consent from ICANN prior to paying such funds. ICANN may, at its discretion, request additional information about any potential Subcontractor from Grantee.

d. In the event that a portion of the Grant Funds is paid by Grantee to a Subcontractor, Grantee acknowledges that Grantee remains responsible for ensuring that any Subcontractor uses Grant Funds consistent with the terms and conditions of this Grant Agreement. Subcontractors may provide external technical expertise, professional services, software, or other resources on a limited basis beyond the capabilities and resources of Grantee’s staff. However, expenses paid to Subcontractors shall be less than 50% of the total Grant amount, as most Grant activities should be conducted by Grantee’s staff.

e. On the occasion that a Subcontractor does perform services for Grantee under this Grant Agreement, Grantee shall comply with the following requirements:

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i. Grantee shall enter into a written agreement with the Subcontractor specifying the services to be provided and funds to be paid in relation to this Grant Agreement and shall provide a copy of such written agreement to ICANN;

ii. Grantee shall require the Subcontractor to maintain the same insurance (including the same minimum limits of liability) that apply to Grantee under Section 10.c of the Grant Agreement and Exhibit A, and to provide Grantee a certificate of insurance, which Grantee shall provide to ICANN;

iii. Grantee shall require that the Subcontractor use any Grant Funds consistent with the terms and conditions of the Grant Agreement and Exhibit A and comply with all other requirements of the Grant Agreement and Exhibit A; and

iv. Grantee shall be liable for the Subcontractor's noncompliance with the Grant Agreement as if such noncompliance was Grantee's own.

## 9. Confidentiality

a. Each Party to this Grant Agreement acknowledges that it may receive Confidential Information of the other (as a **"Receiving Party"**) in connection with the Grant and the Project. **"Confidential Information"** includes trade secrets and any information related to the past, current, or proposed operations, business or strategic plans, financial statements or reports, technology or services of ICANN or any affiliate that ICANN discloses or otherwise makes available in any manner to Grantee, or to which Grantee may gain access under this Grant Agreement or Exhibit A, or which Grantee knows or has reason to know is Confidential Information of ICANN or any affiliate; whether such information is disclosed orally, visually, or in writing, and whether or not bearing any legend or marking indicating that such information or data is confidential.

b. Each Party to this Grant Agreement which discloses or makes available directly or indirectly Confidential Information to the Receiving Party is responsible for designating such material as Confidential Information. The Receiving Party agrees to keep in confidence and trust all such Confidential Information and will make no use of any Confidential Information except as provided for in this Grant Agreement. The Receiving Party may disclose such Confidential Information only to its officers, employees, contractors, subcontractors, and consultants with a need to know and who have entered into confidentiality agreements sufficient to prevent unauthorized use or disclosure by such persons of the Confidential Information.

## 10. Publicity

a. The Grantee will seek ICANN's prior written approval when referring to Grantee's funding through the Grant Program in publications, press releases, interviews, or other similar media without the prior written approval of ICANN.

b. ICANN may include information about the Grantee and the Activities described in this Agreement and any Exhibit attached hereto, including the Grantee's name, in public reports and may make such information available on its website and as part of press releases, public reports, speeches, newsletters, tax returns, and other public disclosures.



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c. The Parties may further delineate in any Exhibit their respective rights and responsibilities with regard to publicity in connection with this Agreement.

d. The Parties acknowledge that for the purposes of transparency and financial reporting, the following documents may include factual reference as to the details of the Grant Funds, its amount and its allocation:

- IRS Form 990
- ICANN's Annual Report
- ICANN's CEO Report to the Board
- ICANN Audited Financial Statements
- ICANN Board Resolutions and Minutes
- Quarterly reports to the ICANN Board, leveraging the Grantee's Reports and updates to extract relevant information (external).

e. The Parties may develop pre-authorized wording for factual references to the Grant Program and Activities, which then do not need to be cleared individually.

f. Planned Communications Activities:

i. Any public statement, beyond the items listed above, made in connection with the Agreement or using the Grantee Materials shall require the ICANN's prior written approval.

ii. Key messages can be developed jointly and approved by both Parties to guide the development of communications materials. All efforts will be made to ensure that any prior approvals are secured in a timely fashion by both Parties, and approvals shall not take more than five (5) business days.

iii. ICANN's communications plans may include the following activities during the period of the Agreement:

- A blog or announcement from ICANN, published on icann.org, announcing the selection of the Grantee as a recipient of the Grant Funds. This includes amplification on ICANN's social media channels.
- A press release announcing the Grant Funds distribution to the Grantee and related activities (external, use of ICANN's social media channels, i.e., Facebook, Twitter, and Instagram)
- Initial report on relevant Activities and their impact followed by Quarterly blogs to the ICANN community to update on the status of the Activities (external, use of ICANN's social media channels, i.e. Facebook, Twitter, and Instagram)
- Publish a link to the Grantee's site

## 11. Limitation of Liability and Indemnity

a. ICANN will bear no responsibility for any loss incurred by Grantee or any third party arising out of or in any way related to the Project or for costs or liability to any person engaged by Grantee as an employee or agent relating to the Project.

b. Grantee hereby irrevocably and unconditionally agrees, to the fullest extent permitted by law, to indemnify, hold harmless, and defend at its own expense ICANN and its subsidiaries, affiliates, officers, directors, employees, agents, contractors and subcontractors, from and against any and all claims, liabilities, damages, losses, and costs or expenses (including, but not limited to, reasonable legal costs in defense thereof), directly, wholly or partially arising from

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or in connection with any act or omission by Grantee, Grantee's employees, Subcontractors or agents, arising out of a breach of Grantee's obligations under this Grant Agreement, in obtaining or accepting the subject grant from ICANN, in expending or applying the Grant Funds, or in carrying out the Project, including but not limited to any claim made by Grantee's employee or agent whether relating to redundancy, unfair dismissal or otherwise, arising in connection with the Project.

c. All taxes, duties, levies, currency fluctuations and other such charges or expenses arising in connection with the performance of this Grant Agreement shall be borne by Grantee.

## 12. Conflicts of Interest.

a. The Grantee recognizes and acknowledges the unique and essential role of ICANN among the global community of Internet stakeholders. The Grantee further recognizes and acknowledges that ICANN has implemented policies and procedures to identify and, as necessary, mitigate any potential or actual conflicts of interest between ICANN's officers, directors, and employees and the objectives embodied in ICANN's mission and purpose. The Grantee recognizes and acknowledges that for all actions and statements relating to this Agreement, the Grantee, its Affiliates and Subcontractors are subject to ICANN's conflict of interest policies and procedures as necessary to maintain and safeguard the integrity of ICANN's mission and responsibilities to the global community of internet stakeholders.

b. Accordingly, at any time requested by ICANN in connection with this Agreement, including prior to the Effective Date, the Grantee must complete a "**Conflicts of Interest Disclosure**," attached as Attachment 1.

c. The Grantee agrees that it will notify ICANN and revise and update the Conflicts of Interest Disclosure when and to the extent to which the Grantee becomes aware of circumstances that would require such a revision, and in all events at least annually.

## 13. Other Terms and Conditions

a. In carrying out the Project, Grantee will comply with all applicable laws, regulations, and rules and will not infringe, misappropriate, or violate the intellectual property, privacy, or publicity rights of ICANN or any third party.

b. Grantee acknowledges that ICANN is relying on the information Grantee provides in Reports and during the course of any due diligence conducted prior to the date of this Grant Agreement and during the Term of this Grant Agreement, including the provision of accurate and current documentation of Grantee's 501(c)(3) status or determination of equivalence, domicile, and all necessary licensure. Grantee represents that ICANN may continue to rely on this information and on any additional information Grantee provides relating to the Project throughout the Term of this Agreement. During the Term of this Agreement any changes to Grantee's 501(c)(3) status or determination of equivalence, domicile, or necessary licensure must be reported in writing to ICANN within ten (10) days.

c. Any amount paid by ICANN to the Grantee is inclusive of all and any taxes applicable to the Grant, including without limitation, value added tax ("VAT").

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d. Grantee shall implement, maintain, and abide by, and shall ensure that its employees and subcontractors abide by: (1) any and all relevant laws, industry best practices and standards for information security; (2) all technical, organizational, and physical security policies and measures described in this Agreement or any Exhibit hereunder; and (3) ICANN's reasonable request to receive the written results of any relevant self- or third-party audit or certification program that verifies such measures and policies comply with clause (1) and (2) above. The foregoing security practices and standards are material obligations of this Agreement and shall, at a minimum, protect all ICANN data, including confidential and/or sensitive information and Personal Data, from unauthorized access, destruction, use, modification, or disclosure. For purposes of this Agreement, "Personal Data" means any information that relates to an identified or identifiable living individual. The parties agree and warrant that any processing of Personal Data in connection with the Services has been and will be carried out in accordance with Data Protection Laws applicable to their respective processing of personal data. "Data Protection Laws" means any applicable law or regulation from time to time concerning data protection and cybersecurity that governs the processing of Personal Data under this Agreement. Furthermore, each party will provide such cooperation as reasonably required by the other party, upon request, in relation to: a) any request, complaint or query from any data subject in relation to Personal Data; and/or; b) any inquiry, investigation or request made by, or reporting obligations to, a supervisory authority, or any other authority in relation to Personal Data processed in connection with the Services. In the event the parties enter into a Data Processing Agreement ("DPA"), this clause shall not affect the validity or enforceability of this DPA. In the event of a conflict between the DPA and this clause, the DPA shall prevail, but only to the extent of such conflict.

e. To the extent the Grantee's Project includes development or provision of (i) website design, hosting, implementation and/or programming, and/or (ii) software and/or devices that support network or Internet connectivity, the Project will be fully compliant with the Internet Engineering Task Force (IETF) Internet Protocol, Version 6 Specification, sometimes referred to as the IPv6 Specification and, in addition, will be fully backward-compatible with the Internet Engineering Task Force (IETF) Internet Protocol, Version 4 Specification, sometimes referred to as the IPv4 Specification, including without limitation having the capabilities: (a) to create or receive, process, and send or forward (as appropriate) IPv6 packets in mixed IPv4/IPv6 environments, and (b) to interoperate with other IPv6 compliant software, devices and websites on networks supporting only IPv4, only IPv6, or both IPv4 and IPv6. Grantee further acknowledges and agrees that any networked application or service developed for ICANN by Contractor will operate irrespective of whether such services were accessed using IPv4 or IPv6.

## **14. General**

a. This Grant Agreement and the Exhibits attached hereto (which are incorporated herein by this reference) contain the entire agreement of the Parties and supersedes all prior and contemporaneous agreements concerning its subject matter. Except as specifically permitted by this Grant Agreement, no modification, amendment, or waiver of any provision of this Grant Agreement or any Exhibit will be effective unless in writing and signed by authorized representatives of both Parties.

b. Nothing in this Grant Agreement shall constitute the naming of Grantee as an agent or legal representative of ICANN, or the naming of ICANN as Grantee's agent or legal representative,

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for any purpose whatsoever except to the extent specifically set forth herein. This Grant Agreement shall not be deemed to create any partnership, unincorporated association or joint venture relationship between Grantee and ICANN and neither Party shall make any representation to the contrary to anyone else. The Grant Agreement does not restrict either Party's ability to enter into separate agreements, including agreements related to the Agreement's subject matter, with third parties except that Grantee may not render services to or enter into agreements with third parties that prevent, interfere or conflict with, or delay Grantee's prompt performance of its obligations under this Grant Agreement.

c. The construction, validity and performance of this Grant Agreement shall be governed by the laws of the State of California, without application of any state's conflicts of laws or choice of laws principles that would result in the application of laws of any jurisdiction other than California. The Parties hereby submit and consent to the jurisdiction of the State and Federal Courts located in Los Angeles County, California, USA.

d. Each provision of this Grant Agreement must be interpreted in a way that is enforceable under applicable law. If any provision is held unenforceable, the rest of the Grant Agreement will remain in effect.

e. Grantee may not assign, or transfer by operation of law or court order, any of Grantee's rights or obligations under this Grant Agreement without ICANN's prior written approval. Any failure or delay by ICANN to approve such assignment or transfer will not be a breach of this Agreement. This Grant Agreement will bind and benefit any permitted successors and assignees. No failure on the part of either party to exercise and no delay in exercising, and no course of dealing with respect to any right, power, or privilege under this Grant Agreement shall operate as a waiver thereof, nor shall any single or partial exercise of any right, power, or privilege under this Grant Agreement preclude the exercise of any other right, power, or privilege. In addition, Grantee will notify ICANN within ten (10) days of any change of control and ICANN, in its sole discretion, may subsequently require additional due diligence and/or the modification or termination of this Agreement.

f. Except as may be prohibited by applicable law or regulation, this Grant Agreement and any amendment may be signed in counterparts, by facsimile, DocuSign, PDF, or other electronic means, each of which will be deemed an original and all of which when taken together will constitute one agreement.

g. Grantee's execution of this Grant Agreement constitutes an acceptance of ICANN's offer to provide Grant Funds to Grantee, subject to and bound by the terms and conditions set forth herein.

h. Written notices, requests, and approvals under the Grant Agreement must be delivered to the other Party as described in Exhibit A.

IN WITNESS WHEREOF, the Parties have caused this Grant Agreement to be executed by their duly authorized representatives on the date(s) shown below.

**ICANN**

By: \_\_\_\_\_

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Name:

Title:

Date: \_\_\_\_\_

**[GRANTEE NAME]**

By: \_\_\_\_\_

Name:

Title:

Date: \_\_\_\_\_

现代企业制度