

Amazon EU S.à r.l. v. ICANN Independent Review Process Redaction Basis

The Bylaws governing the Amazon EU S.à r.l. (Amazon) v. ICANN Independent Review Process (IRP) allow for the IRP Panel to agree that certain information can be held as confidential. (Bylaws, Art. IV, Section 3.20.) As agreed by the parties and approved by the IRP Panel, ICANN and Amazon entered into a confidentiality agreement, which requires the parties to maintain the confidentiality of specific information produced during the Amazon IRP. Pursuant to the agreement, the parties exchanged information that was to be maintained as confidential and used only for purposes of the IRP. ICANN therefore has an affirmative obligation to redact the information designated as confidential in this IRP. The confidentiality agreement states, in relevant part:

[D]iscovery in the IRP may involve production of confidential, proprietary, competitively sensitive, or private information for which special protection from public disclosure, and from use for any purpose other than prosecuting or defending this IRP, would be warranted.

CONFIDENTIAL and HIGHLY CONFIDENTIAL documents or information contained in briefs, submissions, declarations, transcripts, or other documents (including the IRP Final Declaration) shall be redacted from those documents prior to public posting.

The IRP Panel reiterated these confidentiality provisions in its [Procedural Order No. 3](#), and further explained that “notwithstanding ICANN’s transparency commitment, both ICANN’s By-Laws and its Publication Practices recognize that there are situations where non-public information, e.g., internal staff communications relevant to the deliberative processes of ICANN and sensitive private communications between ICANN and government officials may contain information that is appropriately protected against disclosure.” (Procedural Order No. 3, at pg. 3.)