

Version: DIR-POL-015.02
Created: 23 August 2022
Modified: 24 May 2026

COMMITMENT LETTER FOR LACNIC ETHICS COMMITTEE MEMBERS

This agreement is made and entered into by and between the Latin American and Caribbean Internet Addresses Registry (hereinafter **LACNIC**), an international civil association, and _____, (hereinafter the **Ethics Committee Member**), member of LACNIC's **Ethics Committee** since _____(date)_____.

The purpose of this agreement is to set forth certain commitments undertaken by the members of the LACNIC **Ethics Committee**, in addition to their general fiduciary duty to act at all times in the best interest of LACNIC. These commitments are detailed below.

1) Duty of Care: The **Ethics Committee Member** undertakes to act at all times ethically, in good faith, and in the best interest of **LACNIC**, its members, and its broader community, with due regard for the fulfillment of its objectives, mission, and vision.

By signing this document, the **Ethics Committee Member** undertakes to comply with the LACNIC Bylaws throughout their term and to fully adhere to all procedures, guidelines, and regulations established by the LACNIC Board of Directors, including those established during their term. Particularly, the **Ethics Committee Member** agrees to comply with the LACNIC Code of Ethics and the LACNIC Community Code of Conduct, acknowledging that by virtue of their position they represent **LACNIC**.

Furthermore, the **Ethics Committee Member** commits to actively participate in, and significantly contribute to, the meetings and activities agreed upon by the **Ethics Committee**, in accordance with the regulations established by the LACNIC Board of Directors and/or their internal regulations, for the proper execution of their duties.

Any alleged breach by an **Ethics Committee Member** of the duty of care in decisions made within the scope of their discretionary authority shall be analyzed in accordance with the Business Judgment Rule and shall not focus on analyzing the appropriateness of such decisions. Under the Business Judgment Rule, it is presumed that the decision was made with an adequate standard of care, with the **Ethics Committee Member**: a) acting in good faith; b) having no personal interest in the matter subject to the decision (i.e., no conflicts of interest); c) having sufficient information; and d) following established procedures.

2) Duty of Confidentiality: The parties acknowledge that it may be in **LACNIC**'s interest to share "Privileged Information" with **Ethics Committee Members** to further the objectives of the **Ethics Committee**. "Privileged Information" includes, but is not limited to, any information relating to the proceedings of the **Ethics Committee**, the operations of **LACNIC**, its members, and/or the entities with which **LACNIC** maintains

relationships that has not previously been disclosed or made public and is otherwise not readily available or normally provided to third parties.

Furthermore, the **Ethics Committee Member** shall maintain the confidentiality of any information, whether written or oral, received in connection with the normal performance of their duties as an **Ethics Committee Member**. This includes not disclosing any Privileged Information to their employers, contractors, associates, or to any third party.

The **Ethics Committee Member** acknowledges that any disclosure of information in violation of this clause shall constitute a serious breach and may result in suspension from the LACNIC **Ethics Committee**, without prejudice to any other actions to which **LACNIC** may be entitled.

The duty of confidentiality set forth in this agreement shall apply from the moment the **Ethics Committee Member** begins receiving information in their capacity as such and shall subsist indefinitely.

The duty of confidentiality set forth in this agreement shall not apply in the following cases:

- a) If the information is already in the public domain at the time of disclosure;
- b) If the information is requested by competent authorities or courts of justice.

In such cases, the **Ethics Committee Member** must inform **LACNIC** of the requirement, allowing the organization to take actions to prevent disclosure and/or mitigate or avoid any damages resulting from the dissemination of privileged information;

- c) If the Information or any part thereof is lawfully obtained by the **Ethics Committee Member** from a third party without the **Ethics Committee Member** breaching this agreement, proving that the third party is a lawful source of information; or

- d) If the information has been independently generated by or for the **Ethics Committee Member**, without any connection with Privileged Information.

The **Ethics Committee Member** shall bear the burden of proving the applicability of any exceptions under this clause.

3) Duty of Loyalty: The **Ethics Committee Member** undertakes to notify the other members of the **Ethics Committee** of any conflicts of interest they may have in connection with the discussions and to abstain from participating in the discussions when such conflicts arise.

Furthermore, as a precautionary measure to avoid conflicts of interest, the **Ethics Committee Member** must comply with the procedures for disclosure of relationships as defined and agreed by the LACNIC Board of Directors.

4) Duty of Good Conduct: The **Ethics Committee Member** shall behave with the utmost care and integrity, in accordance with the LACNIC Community Code of Conduct and the LACNIC Code of Ethics.

5) Acting in One's Own Name: The **Ethics Committee Member** agrees that, in this capacity and in accordance with the principle set forth in the LACNIC Bylaws, they act solely in their own name and on their own behalf, and not in representation of their employer, contractor, and/or clients.

6) Consequences of Non-Compliance with These Commitments: Without prejudice to any other actions to which **LACNIC** may be entitled, any failure to comply with the obligations set forth in this agreement shall subject the **Ethics Committee Member** to disciplinary proceedings in accordance with the applicable internal regulations.

7) Order of Precedence Clause: In the event of any contradiction, inconsistency, or difference in interpretation between the provisions of this agreement and those of the LACNIC Bylaws, Regulations, Code of Ethics, Community Code of Conduct, or any other regulatory instrument approved by the LACNIC Board of Directors or Member Assembly, the latter shall prevail. This agreement shall at all times be interpreted in accordance with such instruments.

8) Governing Law and Dispute Resolution: This Agreement shall be governed and construed in accordance with the laws of Uruguay. Any differences, disagreements, or disputes arising between the parties in connection with this agreement shall be settled by arbitration. The arbitration shall be conducted by three arbitrators whose appointment, as well as the arbitration proceedings, shall be governed by the provisions contained in the Arbitration Rules of the Conciliation and Arbitration Center of the Uruguayan Stock Exchange. This is without prejudice to the procedures established in LACNIC's internal regulations and, where applicable, the possibility of appeal to the Member Assembly.

9) Communications: All communications to be exchanged with the **Ethics Committee Member** that are relevant and necessary for the proper performance of their duties shall be sent by LACNIC and the other members of the LACNIC Ethics Committee to the email address _____, which will be subscribed to the Ethics Committee mailing list: comite-etica [at] listas [.] lacnic [.] net.

10) Electronic Signature: The Parties agree that this document may be executed electronically through the Zoho Sign platform, and acknowledge and recognize that such electronic execution shall have the same validity and legal effect as a physical, handwritten, or wet signature for the purposes of validity, enforceability, and admissibility.

On behalf of: LACNIC
Name:

Ethics Committee Member