

P1. Annex E: IANA Contract Provisions to be Carried Over Post-Transition (Statement of Work)

1205

The following provisions of the IANA Functions Contract are expected to be carried over to the IANA Statement of Work (and included in the ICANN-PTI Contract) noting that updates will need to be made to reflect the changing relationship with NTIA post-transition, and ensure consistency in terminology as well as updates as the result of other recommendations in the transition proposal:

<i>IANA Functions Contract (“IFC”)</i>	<i>Naming function contract</i>	<i>ICANN’s Notes</i>
C.1.3 – Working relationship with all affected parties	4.1	IFC provision carried over. Definition of interested and affected parties updated for relevancy to naming function.
C.2.6 – Transparency and Accountability	3.5	IFC provision carried over. Minor edits made to reflect existence of documents as opposed to IFC’s requirement for creation of documents.
C.2.7 – Responsibility and respect for stakeholders	3.6	IFC provision carried over. Provision was updated to reflect existence of documents referenced.
C.2.8 – Performance Standards	A.2	IFC provision carried over. Provision is reflected as service level expectations defined by the DT-A.
C.2.9.2.a – Root Zone File Change Request Management	A.1.d.i	IFC provision carried over. Minor edits made to tie processing of root zone file changes to Service Levels of Annex A of the naming function contract.
C.2.9.2.b – Root Zone WHOIS Change Request and Database Management	A.1.d.ii	IFC provision carried over. Edits made for accuracy and to reflect current operations.
C.2.9.2.c – Delegation and Redelegation of a Country Code Top Level Domain (a similar provision should be created concerning retirement of a Country Code Top Level Domain)	A.1.d.iii	IFC provision carried over. Edits made for relevancy to naming function contract.
C.2.9.2.d – Delegation And Redelegation of a Generic Top Level Domain (gTLD)	A.1.d.iv	IFC provision carried over. Edits made to reflect post-transition environment.
C.2.9.2.e – Root zone Automation	A.1.d.v	IFC provision carried over. Minor edits made to reflect existence of RZMS.
C.2.9.2.f – Root Domain Name System Security Extensions (DNSSEC) Key Management	A.4	IFC provision carried over. Minor edits made to reflect arrangement with Root Zone Maintainer post transition.
C.2.12.a – Qualified Program Manager	3.8.a 3.8.b	IFC provision carried over. Provision updated to reflect PTI’s interactions with the CSC, ICANN and IFRT.
C.3.1 – Secure Systems	10.1	IFC provision carried over.
C.3.2 – Secure System Notification	10.2	IFC provision carried over.
C.3.3 – Secure Data	10.3	IFC provision carried over.
C.3.4 – Security Plan	10.4	IFC provision carried over. The IFC provision to update the plan annually is not carried over because there may be instances where annual updates are not required. Instead, the agreement reflects that the plan will be reviewed periodically and updated as necessary.

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C.3.5 – Director of Security	10.5 3.8.c	IFC provision carried over.
C.4.2 – Monthly Performance Progress Report	A.3.b	IFC provision carried over. Provision allows for PTI to work with CSC to define format of report.
C.4.3 – Root Zone Management Dashboard	A.3.c	IFC provision carried over. Minor edits made for relevancy to the naming function.
C.4.4 – Performance Standards Reports	A.3.d	IFC provision carried over. Provision allows for PTI to work with CSC to define format of report.
C.4.5 – Customer Service Survey	A.3.e	IFC provision carried over. Minor edits made to tie provision to ICANN Bylaws.
C.5.1 – Audit Data		IFC provision not carried over because provision is not applicable post-transition. Due to the affiliate relationship, ICANN would already have access rights to PTI's records for this purpose if needed. If an IFR is undertaken, ICANN's Bylaws and the agreement's provisions regarding cooperation in connection therewith will be triggered.
C.5.2 – Root Zone Management Audit Data	6.1.a	IFC provision carried over. Provision updated to reflect current practices.
C.5.3 – External Auditor	6.1.b	IFC provision carried over.
C.6.1 – Conflict of interest		IFC provision not carried over because PTI will have its own conflict of interest policy monitored by the PTI Board.
C.6.2 – Conflict of Interest Officer	3.8.a	IFC provision carried over.
Sub-sections of C.6.2 (C.6.2.1-5) – additional conflict of interest requirements.		IFC provisions not carried over because PTI will have its own conflict of interest policy monitored by the PTI Board.
C.7.1 – Redundancy	4.2.a	IFC provision carried over. Minor edits made for clarity.
C.7.2 – Contingency plan	4.2.b	IFC provision carried over. Updates made to reflect arrangement with Root Zone Maintainer post transition, to reflect existence of document, and to clarify reporting requirement.
C.7.3 – Transition to a Successor Contractor	8.3	IFC provision carried over. Provision updated to tie in ICANN Bylaws and to specify publication requirement.
C.2.12.b – Key personnel	3.8	IFC provision carried over. Provision updated for relevancy to naming function and to reflect actual titles.
Baseline requirements for DNSSEC in the authoritative root zone	A.4	IFC provision carried over. Provision updated to reflect arrangement with Root Zone Maintainer post transition.

P1. Annex S: Draft Proposed Term Sheet (as proposed by Legal Counsel)

What follows below is an initial draft proposed term sheet that could be the precursor to the ICANN-PTI Contract. This is based on a legal memorandum prepared by legal counsel to the CWG-Stewardship on May 18, 2015. To the extent this term sheet is inconsistent with the current proposal, the current proposal governs. The term sheet will be subject of negotiation between PTI and ICANN (with PTI having independent legal advice).

PROPOSED KEY TERMS FOR ICANN-PTI CONTRACT

- All terms are subject to further review and discussion
- Terms in [square brackets] are placeholders only
- Terms connected by “or” are alternatives
- TBD means To Be Determined

PROVISION	SUMMARY OF KEY TERMS	Current IANA Contract Section	Final Proposal Section	Naming Function Contract	ICANN's Notes
PARTIES	<ul style="list-style-type: none"> • The Parties to the ICANN-PTI Contract are: <ul style="list-style-type: none"> ○ ICANN ○ PTI (IANA Functions Operator for naming functions) 		III.A	Intro	
DURATION		F			
Initial Term	<ul style="list-style-type: none"> • The period of performance of the ICANN- PTI Contract shall commence on [October 1, 2015] (the “Commencement Date”) and shall end on the [fifth (5th)] anniversary of the Commencement Date. 	F.1, I.70		8.1	

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<p>Renewal Terms</p>	<ul style="list-style-type: none"> • The ICANN-PTI Contract will provide for automatic renewal, unless ICANN elects not to renew the ICANN-PTI Contract upon recommendation by an IANA Function Review Team (IFRT), with support of the ICANN Board. • Any ICANN election of non-renewal shall be provided with not less than [[] months] prior written notice, and PTI shall provide full support and cooperation to ICANN, and to any successor entity to PTI, in order to effect an orderly, stable, secure and efficient transition of this Contract and services and obligations provided by PTI hereunder. See also the Continuity of Operations provisions below. • If the ICANN-PTI Contract automatically renews, the extended contract shall include this automatic renewal clause. • The renewal period shall commence immediately following the end of the initial term and shall end on the [fifth (5th)] anniversary of the commencement of the renewal term [TBD] 	<p>I.59, I.70</p>	<p>III.A.</p>	<p>8.2.a 8.2.a 8.3.a 8.3.b 8.3.c 8.2.a 8.2.b</p>	
<p>IANA Function Review</p>	<ul style="list-style-type: none"> • The IANA Function Review (IFR) of PTI’s performance will be conducted by the IFRT in accordance with the processes set forth in ICANN’s governance documents. • PTI shall submit to the procedures and scope of the IFR. PTI agrees to make any necessary changes, including amendment to the ICANN-PTI Contract, as adopted and implemented by ICANN and approved by the Members of ICANN following an IFR. • An initial IFR shall take place two years following the transition of the IANA functions to PTI. • Subsequent IFRs shall occur at no more than five-year intervals. • A Special IFR may also be initiated by the ccNSO and GNSO Councils, following the exhaustion of the identified escalation mechanisms. 		<p>III.A./Annex F</p>	<p>6.3.a 6.3.b N/A N/A N/A</p>	<p>Provision reflected in the Bylaws, the appropriate place for this requirement. Same as above. Same as above.</p>

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Performance Monitoring	<ul style="list-style-type: none"> • The CSC will be established to monitor PTI performance of the IANA naming function according to the ICANN-PTI Contract and Service Level Expectations (SLEs). • PTI shall act in good-faith to resolve all issues identified by CSC directly and to submit to the escalation mechanics set forth in the ICANN-PTI Contract and ICANN governance documents. • The CSC shall be empowered to escalate identified areas of concern as set forth in “Escalation Mechanisms” below. 		III.A./Annex G	6.2.a 6.2.c 6.2.d	
ESCALATION MECHANISMS (IANA Customer Service Complaint Resolution Process)	<ul style="list-style-type: none"> • Phase 1: If anyone experiences an issue with PTI’s delivery of IANA naming functions, the complainant can send an email to PTI, which will escalate the complaint internally as required. This process is open to anyone, including individuals, registries, ccTLD regional organizations and ICANN SO/ACs. • Phase 2: If the issue identified in Phase 1 is not addressed by PTI to the reasonable satisfaction of the complainant, then complainants that are direct customers only may request mediation. ICANN and CSC will be notified of the issue and CSC will conduct a review to determine whether the issue is part of a persistent performance issue or an indication of a systemic problem. If so, the CSC may seek remediation through the Problem Resolution Process described below. This process is only open to direct customers. Non-direct customers, including TLD organizations, who have issues unresolved in Phase 1, may escalate the issues to the ombudsman or the applicable liaisons to the CSC. • The complainant may also initiate an Independent Review Process if the issue is not addressed in the steps above. 		III.A./Annex I	7.1.a 7.1.b 7.1.b	Provision drafted for consistency with escalation mechanism defined by the CWG and reflected in Annex I Provision drafted for consistency with escalation mechanism defined by the CWG and reflected in Annex I Provision drafted for consistency with ICANN Bylaws

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<p>ESCALATION MECHANISMS (IANA Problem Resolution Process)</p>	<p>The CSC may seek resolution with PTI performance issues in accordance with the Remedial Action Plan which includes:</p> <ul style="list-style-type: none"> • CSC reports persistent issues to PTI and requests remedial action in [TBD] days. • CSC confirms completion of the remedial action by PTI. • If CSC determines that the remedial action has been exhausted and has not led to necessary improvements, the CSC is authorized to escalate to the ccNSO and/or the GNSO, who might then decide to take further action using agreed consultation and escalation processes to be finalized post-transition. 		<p>III.A/ Annex J</p>	<p>7.2</p>	<p>Provision allows for PTI and CSC to collaborate on finalizing this process as specified in the CSC Charter.</p>
<p>ESCALATION MECHANISMS (Root Zone Emergency Process)</p>	<p>[Retain provisions from current ICANN-NTIA Contract.]</p>		<p>III.A/ Annex K</p>		<p>Provisions not carried over in this agreement because the root zone emergency process is covered under the RZMA. The relevant services of the RZMA will be sub-contracted to PTI in a separate agreement</p>
<p>ESCALATION MECHANISMS (Separation Review)</p>	<ul style="list-style-type: none"> • A separation review can be triggered by IFRT in accordance with provisions to be inserted in ICANN governance documents. PTI shall submit to and comply with the IFR mechanics, including the separation review mechanics, adopted and implemented by ICANN. • All recommendations resulting from the separation review must be approved by the ICANN board. 		<p>III.A/ Annex L</p>	<p>6.3</p>	
<p>CONTINUITY OF OPERATIONS</p>	<ul style="list-style-type: none"> • Retain provisions from current ICANN-NTIA Contract, except that ICANN will perform duties of the Contract Officer (CO) and Contract Officer Representative (COR). PTI agrees to be fully engaged in the transition plan and to provide appropriate transition staff and expertise to facilitate a stable transition of the IANA functions on terms more fully developed in the ICANN-PTI Contract. • ICANN, in conjunction with CSC as necessary, shall review the transition plan every five years. 	<p>C.7</p>	<p>III.A/ Annex M</p>	<p>4.2 4.2.d</p>	

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COST/PRICE	<ul style="list-style-type: none"> Fees, if any, will be based on direct costs and resources incurred by PTI. After one year of charging fees, PTI must collaborate with all Interested and Affected Parties to develop the fee structure and a method to track costs for each IANA function. PTI must submit copies of the above and a description of the collaboration efforts to ICANN. “Interested and Affected Parties” means the multistakeholder, private sector led, bottom-up policy development model for the DNS that ICANN represents; [the IETF, the IAB, 5 RIRs;] ccTLD and gTLD operators; governments; and the Internet user community. 	B.2		9.1.c N/A N/A	Tracking of costs for each IANA function is reported in the ICANN FY17 budget and can be adjusted if necessary as part of the annual budget and planning process with the community
CONSTRUCTIVE WORKING RELATIONSHIPS	PTI must maintain constructive working relationships with all Interested and Affected Parties to ensure quality and satisfactory performance.	C.1.3		4.1	
PTI REQUIREMENTS					
Subcontracting; [U.S. Presence Requirements]	<ul style="list-style-type: none"> No subcontracting. PTI must be U.S. owned and operated, incorporated and organized under U.S. law. Primary IANA functions must be performed in the U.S. PTI must have a U.S. physical address. 	C.2.1		13.5 3.1.a 3.1.b 3.1.b	
Performance of IANA Functions	<ul style="list-style-type: none"> IANA functions must be performed in a stable and secure manner. IANA functions are administrative and technical in nature based on established policies developed by the Interested and Affected Parties. PTI must treat each IANA function with equal priority and process all requests promptly and efficiently. 	C.2.4		3.3.a 3.3.c 4.3.b A.1.d.iii A.1.d.iv 3.3.b	

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Separation of Policy Development and Operational Roles	PTI staff members will not initiate, advance, or advocate any policy development related to the IANA functions. This section shall not be construed to prevent contributions by staff members by way either of background information or direct text contribution to any document, provided both that the PTI staff are not the only authors of the contribution and that the primary function of the staff member's contribution is in supplying relevant IANA experience and insight.	C.2.5		3.4	
Transparency and Accountability	PTI shall collaborate with all Interested and Affected Parties to develop and post user instructions including technical requirements for the IANA naming function.	C.2.6	Annex C	3.5	
Performance; Service Levels	PTI shall collaborate with all Interested and Affected Parties to develop, maintain, enhance and post performance standards for each IANA function. ICANN and PTI shall develop service level agreements (SLAs) to be annexed to the Contract in accordance with the SLEs attached as Annex I hereto for the performance of these functions.	C.2.8	Annex C/ Annex H	A.2	
Internet Assigned Numbers Authority (IANA) Naming Functions	IANA naming functions include: the administration of certain responsibilities associated with the Internet DNS root zone management; and other services related to the management of the ARPA and INT top-level domains (TLDs).	C.2.9		3.2	The management of the .ARPA domain, being a protocol parameter function, is at the direction of the IAB (RFC 3172) and is therefore reflected in the protocol parameter subcontracting agreement.
IANA Functions	IANA functions include (1) the IANA Naming Functions, (2) the coordination of the assignment of technical Internet protocol parameters, and (3) the allocation of Internet numbering resources.			3.2	Section 3.2 reflects the scope of the naming function, which is the relevant requirement for the naming function contract.

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Responsibility and Respect for Stakeholders	PTI shall collaborate with all Interested and Affected Parties to develop and post for each IANA function a process for documenting the source of policies and procedures and how each will be implemented.	C.2.7		3.6	
Perform Administrative Functions Associated With Root Zone Management	<ul style="list-style-type: none"> • PTI will facilitate and coordinate the root zone of the DNS and maintain 24/7 operational coverage. • Process flow for root zone management involves two roles that are performed by two different entities: <ul style="list-style-type: none"> ○ PTI as the IANA Functions Operator ○ VeriSign (or its successor) as the Root Zone Maintainer (RZM). • PTI shall work collaboratively with the RZM. • Any amendment to the roles and responsibilities of PTI and the RZM with respect to root zone management will require approval of the ICANN Board [and the Members of ICANN or a Special IFR.] 	C.2.9.2	III.A./	A.1.d A.1 4.1 4.1 4.3.a	
Root Zone File Change Request Management	<ul style="list-style-type: none"> • The RZM will receive and process from PTI root zone file change requests for TLDs, including addition of new or updates to existing TLD name servers (NS) and delegation signer (DS) resource record (RR) information along with associated 'glue' (A and AAAA RRs). A change request may also include new TLD entries to the root zone file. No authorization for TLD change requests will be needed. • RZM shall process root zone file changes as expeditiously as possible. 	C.2.9.2.a	III.A.	A.1.d A.1.d	

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<p>Delegation and Redelegation of a Country Code Top Level - Domain (ccTLD)</p>	<ul style="list-style-type: none"> • PTI shall apply existing policy frameworks in processing requests related to the delegation and redelegation of a ccTLD, such as RFC 1591, the GAC Principles (2005) and any further clarification of these policies by Interested and Affected Parties. • If a policy framework does not exist to cover a specific instance, PTI will consult with the Interested and Affected Parties; relevant public authorities; and governments on any recommendation that is not within or consistent with an existing policy framework. • PTI shall also take into account the relevant national frameworks and applicable laws of the jurisdiction that the TLD registry serves. • PTI shall submit its recommendations to the [[CSC] or [RZM] or [Independent Evaluator]] via a Delegation and Redelegation Report. 	<p>C.2.9.2.c</p>	<p>III.A, paragraph 160/ Annex O</p>	<p>A.1.d.iii</p> <p>A.1.d.iii</p> <p>N/A</p>	<p>Per the CWG proposal, approvals for processing delegations and redelegations will not require approval post transition.</p>
<p>Delegation and Redelegation of a Generic Top Level Domain (gTLD)</p>	<ul style="list-style-type: none"> • PTI shall verify that all requests related to the delegation and redelegation of gTLDs are consistent with the procedures developed by ICANN. • PTI shall submit its request to the RZM via a Delegation and Redelegation Report, with a copy to ICANN and the registry operator(s) involved. 	<p>C.2.9.2.d</p>		<p>A.1.d.iv</p> <p>N/A</p>	<p>Per the CWG proposal, approvals for processing delegations and redelegations will not require approval post transition.</p>

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<p>PTI To Provide Qualified Program Manager</p>	<ul style="list-style-type: none"> • PTI shall provide trained, knowledgeable technical personnel with excellent oral and written communication skills (i.e., the capability to converse fluently, communicate effectively, and write intelligibly in the English language). • PTI’s IANA Functions Program Manager organizes, plans, directs, staffs, and coordinates the overall program effort; manages contract and subcontract activities as the authorized interface with ICANN, including CSC, and the IFRT and is responsible for the following: <ul style="list-style-type: none"> ○ Shall be responsible for the overall ICANN- PTI Contract performance and shall not serve in any other capacity under the ICANN-PTI Contract. ○ Shall have demonstrated communications skills with all levels of management. ○ Shall meet and confer with ICANN regarding the status of specific PTI activities and problems, issues, or conflicts requiring resolution. ○ Shall be capable of negotiating and making binding decisions for PTI within his or her scope of delegated authority. ○ Shall have extensive experience and proven expertise in managing similar multi- task contracts of this type and complexity. 	<p>C.2.12.a</p>		<p>3.8.a</p> <p>3.8.b</p>	
<p>Key Personnel</p>	<ul style="list-style-type: none"> • In addition to the Qualified Program Manager, PTI shall assign to the ICANN- PTI Contract the following key personnel: <ul style="list-style-type: none"> ○ IANA Functions Program Manager ○ IANA Function Liaison for Root Zone Management 	<p>C.2.12.b</p>		<p>3.8</p>	

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<p>Changes to Key Personnel</p>	<ul style="list-style-type: none"> • PTI shall obtain PTI Board consent prior to making key personnel substitutions. • Replacements for key personnel must possess qualifications equal to or exceeding the qualifications of the personnel being replaced, unless an exception is approved. • Requests for changes in key personnel shall be submitted to the PTI Board at least 15 working days prior to making any permanent substitutions. The request should contain a detailed explanation of the circumstances necessitating the proposed substitutions, complete resumes for the proposed substitutes, and any additional information requested by the PTI Board. The PTI Board will notify PTI within 10 working days after receipt of all required information of the decision on substitutions. 	<p>H.8</p>		<p>3.8.c</p> <p>3.8.c</p> <p>3.8.c</p>	<p>Number of days was not carried over to the naming function contract because it is limiting and unnecessary given that PTI must obtain approval before substitutions can be made.</p>
<p>Budget Meetings; Funding</p>	<p>ICANN will meet [annually] with the [President of PTI] to review and approve the budget for the IANA Naming Services for the next [three] years. ICANN shall fund PTI at agreed budget levels.</p>			<p>9.1.a</p>	<p>Commitment for ICANN to fund PTI is in the agreement. The agreement also contains a provision that requires PTI to meet its obligations under the Bylaws as it relates to an annual budget.</p>

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TRANSPARENCY OF DECISION-MAKING	<p>To enhance consistency, predictability and integrity in decision-making of IANA related decisions, PTI shall:</p> <ul style="list-style-type: none"> • Continue the current practice of public reporting on naming related decisions. • Make public all recommendations by PTI on naming related decisions. • Agree not to redact any PTI Board minutes related to naming decisions. • Have the President and PTI Board Chair sign an annual attestation that it has complied with the above provisions. • ICANN shall provide PTI a budget sufficient to allow it to hire independent legal counsel to provide advice on the interpretation of existing naming related policy. • These provisions regarding reporting and transparency, along with the availability of independent legal advice, are intended to discourage decisions that may not be fully supported by existing policy. 			<p>5.1.a</p> <p>5.1.b</p> <p>5.1.c</p> <p>5.1.d</p>	
SECURITY REQUIREMENTS	Retain from current ICANN-NTIA Contract.	C.3		10.1-5	
PERFORMANCE METRIC REQUIREMENTS					
Program Reviews and Site Visits	<ul style="list-style-type: none"> • Program Reviews shall be conducted monthly by CSC and ICANN. • Site Visits shall be conducted on-demand by the IFRT. 	C.4.1	Annex F	A.3.a.i A.3.a.ii	

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Monthly Performance Progress Report	<ul style="list-style-type: none"> • PTI shall prepare and submit to the CSC and ICANN a performance progress report every month (no later than 15 calendar days following the end of each month) that contains statistical and narrative information on the performance of the IANA functions (i.e., assignment of technical protocol parameters; administrative functions associated with root zone management; and allocation of Internet numbering resources) during the previous calendar month. • The report shall include a narrative summary of the work performed for each of the functions with appropriate details and particularity. The report shall also describe major events, problems encountered, and any projected significant changes, if any, related to the performance of requirements set forth in C.2.9 to C.2.9.4 of the ICANN- NTIA Contract. 	C.4.2	Annex F	A.3.b A.3.b	Provision carried over, but language updated to allow PTI and CSC to collaborate on report format and submission. Provision carried over, but language updated to allow PTI and CSC to collaborate on report format and submission.
Root Zone Management dashboard	<ul style="list-style-type: none"> • PTI shall work collaboratively with ICANN and the RZM, and all Interested and Affected Parties, to maintain and enhance the dashboard to track the process flow for root zone management 	C.4.3		A.3.c	
Performance Standards Reports	<ul style="list-style-type: none"> • PTI shall publish reports for each discrete IANA function consistent with Section C.2.8 of the ICANN-NTIA Contract. The Performance Standards Metric Reports will be published via a website every month (no later than 15 calendar days following the end of each month). 	C.4.4		A.3.d	
Customer Service Survey	<ul style="list-style-type: none"> • PTI shall collaborate with the CSC and ICANN to maintain and enhance the annual customer service survey consistent with the performance standards for each of the discrete IANA functions. The survey shall include a feedback section for each discrete IANA function. No later than 30 days after conducting the survey, PTI shall submit the CSS Report to ICANN and publicly post the CSS Report. 	C.4.5	Annex F	A.3.e	

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Final Report	<ul style="list-style-type: none"> PTI shall prepare and submit a final report on the performance of the IANA functions that documents standard operating procedures, including a description of the techniques, methods, software, and tools employed in the performance of the IANA functions. PTI shall submit the report to the CSC and ICANN no later than 30 days after expiration of the ICANN-PTI Contract. 	C.4.6			Provision not carried over because this seems to be a U.S. government contract requirement, not applicable post-transition.
Inspection and acceptance	<ul style="list-style-type: none"> The CSC and ICANN will perform final inspection and acceptance of all deliverables and reports articulated in Section C.4 of the ICANN-NTIA Contract. 	C.4		A.3.g	The CSC Charter does not provide for the CSC to perform final inspection and acceptance of all deliverables and reports.
AUDIT REQUIREMENTS / IANA FUNCTION REVIEW & IFR	<ul style="list-style-type: none"> Retain provisions from current ICANN-NTIA Contract, except that ICANN is the CO and COR. PTI shall submit to the procedures and scope of the IFR and CSC as set forth in ICANN governance documents. PTI agrees to make any necessary changes, including amendment to the ICANN-PTI Contract, as adopted and implemented by ICANN following an IFR. 	C.5	Annex F	6.1 6.2 6.3 6.3.c	C.5.1 is not carried over because provision is not applicable post-transition. Due to the affiliate relationship, ICANN would already have access rights to PTI's records for this purpose if needed. If an IFR is undertaken, ICANN's Bylaws and the agreement's provisions regarding cooperation in connection therewith will be triggered.
CONFLICT OF INTEREST REQUIREMENTS	Retain provisions from current ICANN-NTIA.	C.6, H.9			Provisions not carried over because PTI will have its own conflict of interest policy monitored by the PTI Board.
PERFORMANCE EXCLUSIONS					
PTI not authorized to make changes to Root Zone; link to VeriSign Cooperative Agreement	PTI not authorized to make modifications, additions, or deletions to the root zone file or associated information. (The ICANN-PTI Contract will not alter the root zone file responsibilities as set forth in Amendment 11 of the [Cooperative Agreement NCR-9218742 between the U.S. Department of Commerce and VeriSign, Inc. or any successor entity]). See Amendment 11 at http://ntia.doc.gov/files/ntia/publications/amend11_052206.pdf .	C.8.1		4.3.a	

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PTI not to change policies and procedures or methods	PTI not authorized to make material changes in the policies and procedures developed by the relevant entities associated with the performance of the IANA functions. PTI shall not change the established methods associated with the performance of the IANA functions without prior approval of ICANN.	C.8.2		4.3.b	
Relationship to other contracts	The performance of the functions under the ICANN-PTI Contract, including the development of recommendations in connection with Section C.2.9.2 of the ICANN-NTIA Contract, shall not be, in any manner, predicated or conditioned on the existence or entry into any contract, agreement or negotiation between PTI and any party requesting such changes or any other third-party. Compliance with this Section must be consistent with C.2.9.2d of the ICANN-NTIA Contract.	C.8.3 (which cross-reference s C.2.9.2)		4.3.c	
Baseline Requirements for DNSSEC in the Authoritative Root Zone	DNSSEC at the authoritative Root Zone requires cooperation and collaboration between the root zone management partners and ICANN. The baseline requirements encompass the responsibilities and requirements for both PTI and the RZM, to be retained as set forth in Appendix 2 to the ICANN-NTIA Contract.	Appendix 2		A.4	
INSPECTION AND ACCEPTANCE	ICANN will perform representative final inspection and acceptance of all work performed, written communications regardless of form, reports, and other services and deliverables related to Section C prior to any publication/posting called for by the ICANN-PTI Contract. Any deficiencies shall be corrected by PTI and resubmitted to ICANN within 10 workdays after notification.	E		3.9.a A.3.g	
INTELLECTUAL PROPERTY					
Trademarks	[ICANN will grants PTI an exclusive, royalty-free, fully-paid, worldwide license to use the IANA trademark and all related trademarks in connection with PTI's activities under the ICANN-PTI Contract.]			12.4	

ICANN Notes – Mapping Annexes E and S to Draft Naming Functions Agreement
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<p>Patents, Inventions, Copyrights, Copyrightable Works and Trade Secrets</p>	<p>ICANN shall own all intellectual property conceived, reduced to practice, created or otherwise developed by PTI under the Contract. PTI shall assign, and shall cause any employees or contractors to assign, all rights in any patentable subject matter, patent applications, copyrights, trade secrets and all other intellectual property created by the PTI during the course of PTI's duties under the ICANN-PTI Contract to ICANN. With respect to copyright, the ICANN-PTI Contract is a "work for hire" agreement and ICANN shall be deemed the author and shall own all copyrightable works created by PTI hereunder, and all copyright rights thereto. In the event this is not deemed a work for hire agreement, PTI shall assign ownership of the copyrightable works and copyrights to ICANN. ICANN shall license back any patents, patent applications, copyrights and trade secrets to PTI for the duration of the ICANN-PTI Contract solely to the extent necessary for PTI to perform its obligations under the ICANN-PTI Contract. This license shall be non-exclusive and royalty-free.</p>	<p>H.2</p>		<p>12.1 12.2 12.3 12.4</p>	
<p>CONFIDENTIALITY AND DATA PROTECTION</p>	<p>The ICANN-PTI Contract will contain reasonable and customary provisions relating to confidentiality and data protection.</p>	<p>H.10</p>		<p>11.1 11.2</p>	
<p>INDEMNIFICATION</p>	<p>[ICANN shall indemnify, defend and hold harmless PTI from all claims arising from PTI's performance or failure to perform under the ICANN-PTI Contract.]</p>	<p>H.13</p>		<p>13.1</p>	