Cross Community Working Group (CWG)

On Naming Related Functions

Public Consultation on Draft Transition Proposal

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A – Background and Introduction

Background

This public consultation is part of the process associated with the March 14, 2014, U.S. Department of Commerce announcement[1] of its intent to transition key Internet domain name functions (or the Internet Assigned Numbers Authority (IANA[2]) Functions) to the global multistakeholder community. This document is the result of work by the Domain Name System (DNS[3]) community (the names community) to meet the requirements associated with this transition as defined by the IANA Stewardship Transition Coordination Group (ICG)[4]. For additional information on the transition process please see https://www.icann.org/stewardship-accountability .

IANA is currently a department of the Internet Corporation for Assigned Names and Numbers (ICANN[5]), a nonprofit private American corporation, which oversees global IP address allocation, autonomous system number allocation, root zone management in the Domain Name System (DNS), media types, and other Internet Protocol-related symbols and numbers.

Prior to the establishment of ICANN, IANA was administered principally by Jon Postel at the Information Sciences Institute (ISI) of the University of Southern California (USC) situated at Marina Del Rey (Los Angeles), under a contract USC/ISI had with the United States Department of Defense, until ICANN assumed the responsibility under a United States Department of Commerce contract[6].

Most of ICANN's work is concerned with the Internet's global Domain Name System, including policy development for internationalization of the DNS system, introduction of new generic top-level domains (TLDs), and the operation of root name servers. The numbering facilities ICANN manages include the Internet Protocol address spaces for IPv4 and IPv6, and assignment of address blocks to regional Internet registries. ICANN also maintains registries of Internet protocol identifiers.

[1] http://www.ntia.doc.gov/press-release/2014/ntia-announces-intent-transition-key-internet-domain-name-functions
[2] http://www.iana.org/
[3] http://en.wikipedia.org/wiki/Domain_Name_System
[4] https://www.icann.org/stewardship/coordination-group
[5] https://www.icann.org/
[6] http://www.ntia.doc.gov/files/ntia/publications/ianacontract.pdf

Introduction

This document is a draft proposal from the Cross Community Working Group (CWG) on Naming Related Functions, one of the three groups submitting a proposal to the IANA Stewardship Transition Coordination Group (ICG),[7] as part of the overall IANA Stewardship Transition process. As noted in the CWG Charter, the IANA Stewardship Transition process is taking place alongside a parallel and related process on enhancing the accountability of ICANN.

The CWG's work plan (to develop a transition proposal for names related functions) includes the requirement for a public consultation on its draft proposal as part of our commitment to openness and the inclusivity of the entire internet community. The publication of this draft proposal is for the purposes of communicating the draft proposal in its current form and seeking input on further development of the draft proposal.

The CWG is looking forward to the results of this public consultation on any elements of the current proposal in order to aid it in finalizing the key aspects of its transition proposal and, to this end, some **specific open issues are highlighted and specific questions asked later in this introduction**. However, in presenting this draft proposal in its current form, the CWG is mindful that there are some who are of the view that alternatives to (rather than refinements of) this proposal should still be considered. The CWG remains open to hearing these views.

The key dates of the CWG work plan include:

- 6 October: First meeting of the CWG
- 1 December: Publication date of the Draft Proposal for Public Comment
- 19 January: Submission of the CWG Final Proposal to chartering organizations
- 31 January: Planned submission of the Final CWG Proposal to ICG

The CWG consists of 119 people, organized as 19 members, appointed by and accountable to chartering organizations, and 100+ participants who do so as individuals[8]. The CWG is an open group. Anyone interested in the work of the CWG can join as a participant. Participants may be individuals or from a chartering organization, a stakeholder group or an organization not represented in the CWG or currently active within ICANN.

The CWG has structured its work into seven sub-groups based on sections of the ICG Request for Proposals (RFP). These are:

1 Description of Community's Use of IANA Functions
2.1 Existing, Pre-Transition Arrangements – Policy Sources (section 2A of the ICG RFP)
2.2 Existing, Pre-Transition Arrangements – Oversight and Accountability (section 2B

[7] Annex 2 of this document
[8] Annex 3 of this document

of the ICG RFP)
3 Proposed Post-Transition Oversight and Accountability Arrangements
4 Transition Implications
5 NTIA Requirements
6 Community Process

Final drafts of sections 1, 2.1 and 2.2 which describe the current situation were completed at the Frankfurt meeting on 19 November 2014.

Section 3 (the Proposed Post-Transition Arrangements), which is the heart of the transition proposal, is still a work in progress as not all details have been ironed out at the date of publication of this draft. Although lacking in some such details, the information provided in this section should be sufficiently detailed to facilitate community comment on all key components.

Sections 4, 5 and 6 are currently in development and are directly dependent on the final choices that will be made for section 3.

Annex 6 of this proposal presents the CWG's *Draft of Principles and Criteria that Should Underpin Decisions on the Transition of NTIA Stewardship*. Although still not finalized these principles should provide the reader with some context as to how the CWG is looking to properly meet all its objectives.

Key areas for additional work

The CWG is aware that the following points and questions need to be analysed and will continue with its work on these and other matters during the public consultation:

- Regarding the co-ordination with the related Cross Community Working Group on Enhancing ICANN Accountability (CCWG-Accountability)
    - The co-chairs of the CWG issued an update statement on 28 November 2014 which addressed this point[9]:

      ….We also note that a particular area of attention for the CWG is to ensure effective coordination with the parallel and related process on enhancing ICANN accountability. To that end, the CWG co-chairs met on 28 November 2014 with the co-chairs of the drafting team on Cross Community Working Group (CCWG) on Enhancing ICANN Accountability, at least one of whom (Thomas Rickert) we understand will remain as a co-chair of the CCWG on Enhancing ICANN Accountability. Recognising that the two cross community groups are at different points in their work, it was discussed that the CWG on Naming Related Functions could make a contribution to the CCWG on Accountability by assisting to identify accountability mechanisms that are necessary conditions for the stewardship

[9] https://www.icann.org/news/announcement-2014-11-28-en

transition. To this end, we (the co-chairs of the CWG) plan to work with our CWG to identify such necessary conditions for transmission to the CCWG on Accountability in order to assist their work and moreover, to coordinate with the co-chairs of the CCWG on Accountability on an ongoing basis.

- Section 3.1 of this document also addresses this point:

  It is important to note that many elements of this proposal are interrelated and interdependent with the ICANN Accountability Process and thus are subject to the results of CCWG-Accountability*. It is generally agreed that the transition must not take place until:*

  - *The requisite accountability mechanisms have been identified by the CCWG-Accountability,*
  - *Accountability mechanisms and other improvements that the community determines are necessary pre-transition have been put in place,*
  - *Agreements and other guarantees are in place to ensure timely implementation of mechanisms that the CCWG-Accountability decides may be implemented post-transition.*

- Regarding the on-going work of the CWG

  - This will include:

    - Obtaining legal advice regarding Contract Co. and further refining the details of this entity
    - Considering the scope and composition of two key entities in the proposed structure; the Customer Standing Committee and Multistakeholder Review Team
    - Considering funding issues
    - Considering if the approval function currently performed by the NTIA should continue post-transition and if so, how?
    - Considering if IANA should be required to legally certify, for the delegation and redelegation of ccTLDs, that it has followed policy
    - Considering details pertaining to the Appeals mechanisms for IANA actions or inactions
    - Completing sections 4, 5 and 6 of the ICG RFP

Specific areas for input during the public comment period

The CWG is actively seeking input from respondents on its proposal overall as well as the following specific options and questions:

- Input on possible modifications to the Independent Review of Board Actions (section 3.3 of this document) – This arrangement is independent of the NTIA functions and can continue without NTIA involvement in IANA Functions. The independent review of Board actions is applicable to all ICANN Board actions which include non-DNS decisions and as such may be beyond the scope of this CWG's charter. However, in the absence of NTIA oversight and accountability, the CWG is considering whether this review should be binding with regard to delegation/redelegation decisions, and possibly with regard to other decisions directly affecting IANA or the IANA functions. The CWG will propose arrangements to ensure that all of the IANA Functions Operator's actions related to TLDs are subject to a similar process.

- Input on possible modification to the NTIA's responsibilities acting as the Root Zone Management Process Administrator (section 3.4.3 of this document) – Currently IANA must submit a request for all changes to the Root Zone or Root Zone WHOIS database to the NTIA. NTIA verifies the request and then authorizes the Root Zone Maintainer to make the change. The CWG is considering whether to replace this this process with the following:

    - Public posting of all IANA change requests - IANA will be required to publicly post all requests for changes to the Root Zone File or the Root Zone WHOIS database as a notification that a change is being made. IANA will also continue to be required to produce and publish Delegation and Redelegation Reports.

    - Independent certification for delegation and redelegation requests - The CWG is considering replacing the authorization role, at least with regard to ccTLDs, with a written opinion from counsel (independent of ICANN) that each delegation and redelegation request meets the policy requirements cited in the publicly posted reports. The CWG is still in the process of discussing whether and how to replace the authorization role currently played by the NTIA with respect to delegation and redelegation requests, especially those for gTLDs.

- Who should have standing with the Independent Appeals Panel? (section 3.4.3.2 of this document) – The CWG recommends that all decisions and actions (including deliberate inaction) of the IANA Functions Operator that affect the Root Zone or Root Zone WHOIS database be subject to an independent and binding appeals panel. The Appeals Mechanism should also cover any policy

implementation actions that affect the execution of changes to the Root Zone File or Root Zone WHOIS and how relevant policies are applied. Where disputes arise as to the implementation of "IANA related policies."

- Key contracting provisions – the chart at the end of Section 3 presents key provisions which would be required to be in the first contract between ICANN and the new contacting entity "Contract Co.". A number of these provisions come from the current IANA Functions Contract and are proposed to be retained in the new contract, either in original or modified form. Several of these provisions include options or questions on which the CWG would also appreciate receiving input.

Input on a specific (ICANN) alternative solution

The CWG is also seeking input on a specific alternative option which has been raised within the CWG which envisages all NTIA responsibilities being transferred to ICANN. This option would require an increase in ICANN accountability to its constituent communities and require the adoption of binding arbitration mechanisms (such recommendations may be beyond the scope of the CWG and probably rest with the CCWG-Accountability or other groups). Note that this integrated option would impact the future ease or ability to tender for another IANA Functions Operator (other than ICANN). However, to ensure there has been a proper consideration of this option, the CWG, would appreciate input from the community regarding support, or not, for this concept.

The CWG would ask all interested parties to comment on this draft by 22 December 2014 at 23:59 UTC, through the public comment box which can be found at https://www.icann.org/public-comments.

Jonathan Robinson and Lise Fuhr

Co-chairs of the Cross Community Working Group (CWG) on Naming Related Functions

B - Cross Community Working Group (CWG) on Naming Related Functions Draft Transition Proposal Structured per ICG Requirements

Introduction

Although just one of three operational communities served by the IANA Functions Contract, the Names community encompasses the most complex set of issues and requirements.

A large, and growing, number of companies and organizations are reliant on services provided by the IANA Functions Operator for their very presence on the Internet. To the individual organization, these services are critical yet infrequent; on the whole, they represent the single most significant connection between the global network and Internet users.

In large part the IANA Functions Operator performs a checking function to the Names community. Much of the work is *pro forma*. However, due to the inherent complexities of names, which have diverse and culturally specific meanings, those functions do not lend themselves well to a general set of rules or rigid processes.

Within the Names community are a number of sub-groups that share the same broad requirements and relationship to the IANA Functions Operator (currently ICANN). However, these groups have marked differences between them. The sub-groups are described in Section 1 below.

It is important for the overall stability of the Internet that each group, regardless of its size, is able to approach and use the IANA functions on its own terms. As such, the Names community has developed a proposal for the transition of the NTIA's role and the IANA Functions Contract that recognizes the varied needs of these groups.

1. Community Use of IANA Functions

The Names community incorporates a number of different groups, each with its own needs and requirements. These differences are significant enough that within the Domain Name System industry, they have their own representatives, organizations, meetings, and policy processes and are almost always referred to with different prefixes.

The most significant division comes in the form of "country code" top-level domains (ccTLDs) and "generic" top-level domains (gTLDs).

In large part, the ccTLDs, which as the "country code" name implies are representative of individual countries and territories, are autonomous both within global Internet bodies and their own group. Each ccTLD is in a position to develop its own policies and as a result, many of the decisions made about the functioning of a ccTLD are culturally specific. It is a requirement that a ccTLD's Administrative Contract reside in the country or territory associated with that ccTLD[10].

That is not to say all ccTLDs are different: in many cases, information sharing between them has led to large numbers adopting similar approaches to a multitude of different issues. However, each ccTLD will insist on its right to decide upon and develop its own approach.

The situation is very different with gTLDs. The operators of gTLDs are, almost without exception, bound by a single set of policies that are developed collectively through ICANN policy development processes. An operator's rights to a specific gTLD are also designated by ICANN.

These fundamental differences between ccTLDs and gTLDs impact not only the use of IANA functions but also the relationship and underlying understanding of the role of IANA and its contractor, ICANN. Where there may be opportunities to simplify processes for gTLDs given the tight relationship between a gTLD operator, the IANA functions and ICANN; such simplification would be anathema to a ccTLD community that has consistently rejected a contractual relationships with ICANN.

Within the ccTLD and gTLD groupings, there are a number of significant sub-groups whose main characteristics are unlikely to change and so must be considered equally.

While the ccTLDs were originally developed with reference to International Organization for Standardization (ISO) international standard for two-letter representations for countries[11], in recent years a number of new top-level domains have been introduced that represent local-

[10] It should be noted that this requirement cannot be applied consistently in all cases. One such example is the Antarctica ccTLD given that there are no permanent residents for this territory.

[11] ISO 3166-1. Examples being "DE" for Germany (Deutschland) and "US" for United States. Note: there are also a number of exceptions and historical oddities such as the use of "UK" for United Kingdom, rather than "GB" for Great Britain (UK was reserved for use by Great Britain by ISO3166 and the choice to use .UK vs .GB was made prior to IANA standardizing on the use of ISO3166-1)

language versions of a country's online namespace[12]. These "internationalized" names or 'IDN ccTLDs' have broadly adopted the same legal and philosophical approach as other ccTLDs (particularly in terms of autonomy from the IANA Functions Operator and ICANN). However, they can also present unique issues due to their non-Latin-characters nature.

Within the ccTLDs, there are also two broad groups of operators: those who, for cultural or historical reasons, participate in the ICANN Country Code Names Supporting Organization (ccNSO) activities (as members or not) and those who do not[13].

Regardless of this distinction, most ccTLD managers will not accept changes to the current IANA arrangements without adequate consultation and appropriate safeguards.

Within the gTLD community, there are subtle differences that may need to be accounted for. For example, in the first round of new gTLDs in 2001-2002, there were two kinds of strings introduced, "sponsored" and “unsponsored” top-level domains, and each had different kinds of contractual agreements with ICANN as well as some variations in policy implementation processes. Likewise, in the current wave of gTLD additions under the New gTLD Program, there are a number of subtly different categories, from community-based applications, to "brand" applications that will exert greater control over their domains, to applications that have agreed to stricter registration requirements either after pressure from governments or in order to differentiate themselves in the market[14].

While many of these variations are unlikely to impact day-to-day IANA functions, due to the fact that the IANA Functions Operator is often required to check changes against specifically agreed policies, any transitional arrangements would need to account for such complexities.

[12] Examples being السعودية ('Al-Saudiah' in Arabic, for Saudi Arabia) and 中国 (‘Zhōngguó’, the most common name for China)

[13] For example, while there are 248 ccTLDs (not including IDN ccTLDs), the main organizing body for ccTLDs within ICANN, the country code Names Supporting Organizations (ccNSO), has 152 members (just under 60 percent of all ccTLDs). [Information accurate on 24 October 2014]

[14] For a complete listing see www.iana.org/help/eligible-tlds

1.1. IANA Functions Used by the Names Communities

The table below uses a key part of the existing IANA Functions Contract[15] to identify functions and direct customers, split between ccTLD and gTLD operators[16]:

1.1.1. List of IANA Functions Used by the Names Communities

Table 1 (T1) List of IANA Functions Used by the Names Communities

	NTIA Contract Reference	Function	Used by ccTLDs	Used by gTLDs
T1-1	C.2.9.2	Perform Administrative Functions Associated With Root Zone Management	Yes	Yes
T1-2	C.2.9.2.a	Root Zone File Change Request Management	Yes	Yes
T1-3	C.2.9.2.b	Root Zone "WHOIS" Change Request and Database Management	Yes	Yes
T1-4	C.2.9.2.c	Delegation and Redelegation of a Country Code Top Level -Domain (ccTLD)	Yes	No
T1-5	C.2.9.2.d	Delegation and Redelegation of a Generic Top Level Domain (gTLD)	No	Yes
T1-6	C.2.9.2.e	Root Zone Automation	Yes	Yes
T1-7	C.2.9.2.f	Root Domain Name System Security Extensions (DNSSEC) Key Management	Yes	Yes
T1-8	C.2.9.2.g	Customer Service Complaint Resolution Process (CSCRP)	Yes	Yes

[15] The IANA Functions Contract between the NTIA and ICANN can be found at: http://www.ntia.doc.gov/files/ntia/publications/sf_26_pg_1-2-final_award_and_sacs.pdf

[16] It is fully recognized that indirect customers of the IANA functions are very important but they are not listed in the table to conserve space.

Note: the key aspect in terms of use in this table is that there are separate processes for selecting or changing the operator of a ccTLD or gTLD, developed due to the fundamental differences between the two, as noted earlier.

There are two additional functions and services that are not listed in the IANA Functions Contract but which are used by the Names communities. The table below outlines them:

Table 2 (T2) Functions not in the IANA Functions Contract

	Function	**ccTLDs**	**gTLDs**
T2-1	Repository of IDN Practices[17]	Yes	Yes
T2-2	Retirement of the delegation of deallocated ISO 3166-1 ccTLD codes	Yes	No

1.2. Description of Functions

1.2.1. Perform Administrative Functions Associated With Root Zone Management (C.2.9.2)

The "root zone" is the highest level of the Domain Name System (DNS) and lists all of the top-level domains available under that system, complete with associated technical details.

There are a range of different details that each operator can provide with respect to their top-level domain (TLD)[18], although at a bare minimum they must provide two name server (NS) addresses, which provide details to all the domains underneath that TLD, e.g., 'example.com', and a glue record (A or AAAA) that provides a machine-readable IP address for the same servers.

In addition, TLD operators provide details regarding who to contact if there are any issues; these include security details such as "signing keys" that are used to verify that the data is coming from the right person, and the name(s) of those authorized to make changes to these details.

The IANA Functions Operator is responsible (among other root zone tasks[19]) for keeping this data up to date and making the relevant parts of it available continuously.

The process by which new TLDs are added to the root zone and changes are made to existing TLDs is a three-stage process, with each stage currently operated by a different entity. If a TLD operator wishes to make a change, this is the process followed[20]:

[17] See https://www.iana.org/domains/idn-tables
[18] See a list of DNS record types at http://en.wikipedia.org/wiki/List_of_DNS_record_types
[19] The three key public files can be found at https://www.iana.org/domains/root/files
[20] The NTIA's official graphic for this process can be found at http://www.ntia.doc.gov/legacy/DNS/CurrentProcessFlow.pdf

i. It is sent to the IANA Functions Operator (ICANN). The request is validated (does it come from the right person?) and checked (does it fit with the TLD's policy?). If all is fine, the request is sent on to the root zone Administrator
ii. The Administrator (US government/NTIA) reviews the request to make sure the IANA Functions Operator has done its job properly and then authorizes it. The request is then sent to the root zone Maintainer
iii. The Maintainer (VeriSign) checks the request is technically correct, for example that a new name server is actually online, and then makes the change to the root zone itself. Once done, a notification is sent to the Operator

This process is carried out through two separate contracts: between the Operator and the Administrator; and between the Administrator and the Maintainer.

1.2.2. Root Zone File Change Request Management (C.2.9.2.a)

This is the process by which changes are made to the root zone (see function 1 in table above for more detail). For an existing TLD, the majority of requests will come in the form of an update of existing information, such as the address for a new name server (and its corresponding 'glue record'). This is reflected in the "root zone file" that lists all TLDs.

Sometimes, there are changes to the person that is authorized to make future changes, as in the case of someone moving jobs or changing responsibilities. These are reflected in the 'WHOIS' listings, which provide the contact details for each TLD operator[21]. Occasionally there are minor technical changes, such as how frequently a TLD file is updated.

Recently the two most significant additions to the root zone file have been the creation of "signing keys" for existing registries due to the implementation of the security protocol DNSSEC on individual TLDs, and the creation of entire new TLDs as ICANN's New gTLD Program has become a reality. In 2014 so far (up to 23 November), there have been nearly 450 new top-level domains added to the root zone.

1.2.3. Root Zone "WHOIS" Change Request and Database Management (C.2.9.2.b)

Although this is listed as a separate function in the current IANA Functions Contract, in reality it is no more than part of function 2: managing change requests from TLD operators.

The WHOIS comprises contact details for each TLD operator, including: the TLD name and creation date; its primary and secondary name servers; the name, postal and email address, and telephone and fax numbers for its administrative and technical contacts; and when the record was last updated.

[21] These WHOIS details can be found online, either through IANA's WHOIS search box at https://www.iana.org/whois or its Root Database file at http://www.iana.org/domains/root/db

1.2.4. Delegation and Redelegation of a Country Code Top Level-Domain (ccTLD) (C.2.9.2.c)

The relationships between ccTLD operators and the IANA Functions Operator vary greatly due to a range of historical and cultural factors. A small number[22] of ccTLD operators have a similar relationship to gTLD operators in that they have signed a contract with ICANN as the IANA Functions Operator (typically called a "Sponsorship Agreement"). A larger number[23] have agreements with ICANN (again, as the IANA Functions Operator) that are characterized as either an "Accountability Framework" or an "Exchange of Letters"[24] and are not legally binding. And lastly, the majority of ccTLDs have no formalized agreement with ICANN.

Since there is typically not a contractual relationship between a ccTLD and the IANA Functions Operator, the "delegation and redelegation" of a ccTLD is an entirely separate process from that of the delegation and redelegation of a gTLD. In simple language, "delegation" means that a particular organization or individual is identified and acknowledged as being in charge of a specific TLD, and "redelegation" is when that organization or individual is changed.

The ccTLD delegation/redelegation process has changed significantly over the years and has also varied between ccTLDs. Its foundation however stems from two documents: a series of principles written in 1994 by the first IANA Functions Operator Jon Postel[25], and a further list of principles produced in 2000, later updated in 2005, by ICANN's Governmental Advisory Committee (GAC)[26].

An effort to create greater clarity around the delegation process was launched in 2011 by the supporting organization of ICANN for ccTLDs (the Country Code Names Supporting Organization, ccNSO). A final report from the Framework of Interpretation Working Group (FOIWG) was published in October 2014.[27]

The current IANA contract contains a clause[28] that identifies a broad group of parties that could or should be consulted if the existing policy framework does not cover a specific instance. Those parties are: ICANN, IETF, IAB, the RIRs, top-level domain operators, governments and the Internet user community. In addition, "relevant public authorities" are listed as a group that should be consulted if a recommendation is made with respect to a delegation/redelegation that is "not within or consistent with an existing policy framework".

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[22] These arrangements are 8 Sponsorship Agreements and 7 MoUs
[23] There are 69 of these arrangements as of 28 October 2014
[24] A full list is available at https://www.icann.org/resources/pages/cctlds-2012-02-25-en
[25] RFC 1591, Domain Name System Structure and Delegation, which can be found at https://www.ietf.org/rfc/rfc1591.txt
[26] The 2000 Principles for the Delegation and Administration of Country Code Top Level Domains can be found at http://archive.icann.org/en/committees/gac/gac-cctldprinciples-23feb00.htm. The updated 2005 version added the term "Guidelines" to the title and stressed the principle of "subsidiarity" i.e. decisions being made at the local level, and can be found at https://archive.icann.org/en/committees/gac/gac-cctld-principles.htm
[27] The Framework of Interpretation of Current Policies and Guidelines Pertaining to the Delegation and Redelegation of Country-Code Top Level Domain Names can be found at http://ccnso.icann.org/workinggroups/foi-final-07oct14-en.pdf
[28] Section/paragraph C.1.3.

Any recommendations are also expected to account for "the relevant national frameworks and applicable laws of the jurisdiction that the TLD registry serves".

The result is a process of delegation/redelegation that is largely tailored to each specific case.

1.2.5. Delegation and Redelegation of a Generic Top Level Domain (gTLD) (C.2.9.2.d)

The rules and procedures for selecting or changing the operator of a gTLD are developed by ICANN, largely through its relevant supporting organization, the ICANN Generic Names Supporting Organization, or GNSO.

In September 2013, the IANA Functions Operator published User Documentation on Delegating and Redelegating a Generic Top Level Domain29 for public comment[30]. There were no comments so the document stands as the main guide for the delegation process for gTLDs.

In each case of delegation/redelegation, the IANA Functions Operator is obliged to provide documentation verifying that it followed the agreed policy framework, including information on how input was invited from "relevant stakeholders" and why the decision is "supportive of the global public interest"[31].

The new TLD program, which has seen the introduction of hundreds of new gTLDs to the root zone in just a few months, has helped improve and standardize this reporting process.

1.2.6. Root Zone Automation (C.2.9.2.e)

Because many of the changes made to the root zone are effectively pro forma, there has been a push for over a decade for a greater degree of automation[32]. An "eIANA" system was introduced in 2006 and completed in 2008, which allowed TLD operators to create a set of root zone edits that would then be automatically included in a new root zone file with the Administrator role (see function 1 in table) simply auditing the process.

In 2011, further improvements were made including a web interface for making requests and automated transfer of data between the IANA Functions Operator and the Root Zone Maintainer[33].

In 2012, the revised IANA Functions Contract between ICANN and the NTIA required further automation including, at a minimum, a secure system for communications, the ability for TLD

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[29] Downloadable as a PDF at https://www.icann.org/en/system/files/files/gtld-drd-ui-10sep13-en.pdf

[30] Comment period details online at: https://www.icann.org/public-comments/gtld-drd-ui-policy-2013-09-10-en

[31] Examples of this process in action can be seen with the dot-academy new gTLD here: http://www.iana.org/reports/c.2.9.2.d/20131212-academy, including a "readiness report" here: http://www.iana.org/reports/2013/gtld-readiness-1-1336-51768.pdf

[32] See for example this letter from 2005 where the chair of CENTR asks for improved automation of IANA functions: https://www.icann.org/en/system/files/files/kane-to-verhoef-19apr05-en.pdf

[33] See presentation from IANA's Director Technical Services, Kim Davies at ICANN's Dakar meeting in October 2011 at http://ccnso.icann.org/files/27465/presentation-root-zone-automation-davies-24oct11-en.pdf

operators to manage their root zone entries and an online database that showed TLD operators their history of change requests. Further improvements are ongoing.

1.2.7. Root Domain Name System Security Extensions (DNSSEC) Key Management (C.2.9.2.f)

A key component of the increased security at the root zone level made possible by the introduction of the DNSSEC security system is the creation and management of the "key signing key", or KSK[34]. Since June 2010 and then approximately every three months, the IANA Functions Operator has been responsible for generating and publishing the KSK, which is then used to digitally sign the root zone and ensure that TLDs are able to communicate securely.

The key is created in an elaborate ceremony that lasts approximately four hours and features approximately 20 people drawn from across the world who all play a part in the key's creation[35].

1.2.8. Customer Service Complaint Resolution Process (CSCRP) (C.2.9.2.g)

This is a typical customer complaint process where anyone unhappy with IANA's services can send an email to a specific address (escalation@iana.org) and be entered into a ticketing system[36]. The system allows complaints to be escalated from the IANA Functions Operator staff to ICANN management and ultimately ICANN's CEO if the customer is not satisfied.

1.2.9. Management of the Repository of IDN Practices

The IANA Repository of TLD IDN Practices, also known as the “IDN Language Table Registry”, was created to support the development of the IDN technology.

Specifically, as described in the “Guidelines for the Implementation of Internationalized Domain Names (IDNs)”:

> *A registry will publish one or several lists of Unicode code points that are permitted for registration and will not accept the registration of any name containing an unlisted code point. Each such list will indicate the script or language(s) it is intended to support. If registry policy treats any code point in a list as a variant of any other code point, the nature of that variance and the policies attached to it will be clearly articulated. All such code point listings will be placed in the IANA Repository for IDN TLD Practices in tabular format together with any rules applied to the registration of names containing those code points, before any such registration may be accepted.*

[34] Much more information is available at https://www.iana.org/dnssec
[35] More information on the key signing ceremonies is available online at https://www.iana.org/dnssec/ceremonies
[36] More information at http://www.iana.org/help/escalation-procedure

In addition to making the IDN Tables publicly available on TLD registry websites, the TLD registries may register IDN Tables with the IANA Functions Operator, which in turn will display them online for public access.[37]

1.2.10. Retirement of the Delegation of De-Allocated ISO 3166-1 ccTLD Codes

The ISO3166-1 list[38] is a dynamic list which follows international political changes with respect to country and territory names being added or modified or being retired. For example, the Dissolution of Czechoslovakia, which took effect on 1 January 1993, was an event that saw the self-determined split of the federal state of Czechoslovakia into the Czech Republic and Slovakia. As such IANA oversaw the Retirement of the .CS country code from active use (although currently there is no official ICANN policy for the retirement of ccTLDs, this action was completed based on a specific motion of the ICANN Board).

1.3. Registries Involved in Providing the Functions

The registries involved in providing the functions are: Root Zone File and Root Zone WHOIS database.

1.4. Overlaps or Interdependencies Between IANA Requirements and Other Customer Community Functions.

The DNS requires IP addresses to function (both IPV4 and IPV6) from the Address Registries and offers its services based on a large number of protocols developed and maintained by the IETF.

[37] More information at http://www.iana.org/help/idn-repository-procedure
[38] ISO 3166 List one – Alphabetical list of country names in English and their code elements

2.1. Existing Pre-Transition Arrangements - Relevant Sources of Policy (section 2A of the ICG RFP)

There are a number of key documents that define how the existing IANA functions are carried out. The distinction between ccTLDs and gTLDs is reiterated by the fact that each group uses different documents as their main policy sources. With respect to the delegation and redelegation of ccTLDs there is no single source document: policy is derived from RFCs, Guidelines and other documentation.

2.1.1. Relevant Sources of Policy

Table 3 (T3) - Relevant Sources of Policy

	Title	Description	Creator	Original Creation Date
T3-1	RFC1591[39]	Created by first IANA operator Jon Postel to describe how the IANA functions were run.	IETF	Mar 1994
T3-2	ICANN Bylaws[40]	The rules surrounding the development, activities and policy development of the Internet Corporation for Assigned Names and Number (ICANN).	ICANN	Nov 1998 (multiple revisions)
T3-3	ICP-1[41]	A restatement of RFC1591 (Source A) by ICANN over how the IANA functions are run.	ICANN	May 1999
T3-4	Principles for the Delegation and Administration of Country Code Top Level Domains[42]	An effort by ICANN's Governmental Advisory Committee (GAC) to clarify rules over ccTLD delegations and redelegations	GAC	Feb 2000

[39] https://www.ietf.org/rfc/rfc1591.txt
[40] Archive at https://www.icann.org/resources/pages/archive-bc-2012-02-25-en
[41] https://www.icann.org/resources/pages/delegation-2012-02-25-en
[42] http://archive.icann.org/en/committees/gac/gac-cctldprinciples-23feb00.htm

	Title	Description	Creator	Original Creation Date
T3-5	GNSO Policy Development Process (GNSO PDP)[43]	Framework for deciding how the generic names supporting organization (GNSO) of ICANN develops and recommends policy to the ICANN Board. Annex A to the ICANN Bylaws (Source B).	GNSO	Dec 2002 (occasional revisions)
T3-6	ccNSO Policy Development Process (ccPDP)[44]	Framework for deciding how the country code names supporting organization (ccNSO) of ICANN develops and presents the ccNSO Recommendation to the ICANN Board. Annex B to the ICANN Bylaws (Source B).	ccNSO	Jun 2003 (infrequent use and revisions)
T3-7	Principles and Guidelines for the Delegation and Administration of Country Code Top Level Domains[45]	A revised and superseding version of Source C by the GAC to clarify rules over ccTLD delegations and redelegations.	GAC	Apr 2005
T3-8	GNSO Policy Development Process Manual[46]	A manual for the process followed by the GNSO to develop or revise gTLD related policy recommendations (Source E). Annex 2 to GNSO Operating Procedures.	GNSO	Dec 2011 (occasional revisions)
T3-9	GNSO Working Group Guidelines[47]	A manual for GNSO working groups, which is the current format used to develop new or revised policy recommendations. Annex 1 to GNSO Operating Procedures document.	GNSO	Apr 2011 (occasional revisions)

[43] Latest version at https://www.icann.org/resources/pages/bylaws-2012-02-25-en#AnnexA
[44] Latest version at https://www.icann.org/resources/pages/bylaws-2012-02-25-en#AnnexB
[45] https://archive.icann.org/en/committees/gac/gac-cctld-principles.htm
[46] Latest version at http://gnso.icann.org/en/council/annex-2-pdp-manual-26mar14-en.pdf
[47] Latest version at http://gnso.icann.org/council/annex-1-gnso-wg-guidelines-26mar14-en.pdf

	Title	Description	Creator	Original Creation Date
T3-10	New gTLD Applicant Guidebook[48]	Rules surrounding applying for and the evaluation of applications for new generic top-level domains.	ICANN	Jun 2012
T3-11	IANA Functions Contract[49]	Most recent contract between ICANN and National Telecommunications and Information Administration (NTIA) for running the IANA functions.	NTIA	Oct 2012
T3-12	Framework of Interpretation of current policies and guidelines pertaining to the delegation and redelegation of country-code Top Level Domain Names[50]	A review of existing policies into the delegation and redelegation of ccTLDs. Provides guidelines and recommendations for following the current policies.	ccNSO	Oct 2014
T3-13	Fast Track (for IDN ccTLDs)	Mechanisms to introduce a limited number of non-contentious IDN ccTLDs, associated with the ISO 3166-1 two-letter codes, to meet near term demand, while the overall policy is being developed.	ccNSO	Nov 2009

2.1.2. Description of key policy documents

In order to provide greater context and understanding, here are additional details on several of the key policy documents.

2.1.2.1. RFC1591

This document was written in the very early days of the Internet as a "Request For Comments" (RFC) by the original IANA Functions Operator Jon Postel. It is a short document intended to outline how the domain name system was structured at that time and what rules were in place

[48] http://newgtlds.icann.org/en/applicants/agb
[49] http://www.ntia.doc.gov/files/ntia/publications/sf_26_pg_1-2-final_award_and_sacs.pdf
[50] http://ccnso.icann.org/workinggroups/foi-final-07oct14-en.pdf

to decide on its expansion. The longest part of it outlines selection criteria for the manager of a new TLD and what was expected of such a manager.

RFC1591 is one of a small number of critical documents that helped guide the Internet's development and as a result is held in very high regard by the technical community. Since it was created a number of years prior to the creation of ICANN, the document is generally accepted as the policy foundation for the administration of ccTLDs, the majority of which do not have a contractual relationship with ICANN.

All ccTLDs,[51] regardless of whether they are members of ccNSO within ICANN (Source F) or not, regard RFC1591 to be of paramount importance.

RFC 1591 remains the foundation for the relationship between ccTLDs and the IANA Operator, such as the connection between the names of ccTLDs[52] and the international standard ISO 3166. The policies within the document remain directly applicable to both new and existing services, with the notable exceptions of IDN ccTLDs and security protocol DNSSEC.

Although the document remains important for gTLDs, its impact is less significant because almost all gTLD managers are contractually tied to ICANN and many of the policies applied by the IANA Operator have been revisited over time beginning with the first round of new gTLDs in 2001-2, through the GNSO policy development process (Source E) and other GNSO PDPs.

2.1.2.2. ICP-1

This document from the "Internet Coordination Policy" group of ICANN was one of three created shortly after ICANN's creation that attempted to clarify key details over how the DNS was structured and should be run.

The document specifically addresses ccTLD administration and delegation and was developed before the creation of the Country Code Names Supporting organization (ccNSO). While it argues that it does not represent a change in policy, it proved controversial with ccTLD managers who viewed it as a unilateral restatement of RFC1591 by ICANN.

At the heart of the concerns of ccTLD managers was the requirement that all applicants who wished to become a ccTLD manager had to enter into a contractual agreement with ICANN prior to the delegation or redelegation of the ccTLD.

[51] Of the 248 ccTLDs (not including IDN ccTLDs), 152 are members of the ccNSO. The remainder rest outside the ICANN system.
[52] Examples being "DE" for Germany (Deutschland) and "US" for United States.

The ccNSO later formally rejected the document (arguing in one case that it was "inconsistent with current rules and practices in several areas"[53]). A similar document produced by IANA two years earlier also ran afoul of ccTLD managers[54].

These restatements of RFC1591 (Source A) without full consultation of ccTLD managers was a source of tension between ICANN and ccTLD managers and serves to highlight the very different relationship between ccTLD managers and gTLD managers when it comes to the IANA functions. ICANN no longer applies the more controversial elements of ICP-1[55].

2.1.2.3. ccNSO Policy Development Process

All members of the ccNSO are bound by the policy development process (PDP) developed within ICANN, and all services and activities of ccTLD managers are open to the process. Conversely only members of the ccNSO are bound by the results of any policy process.

The process is well-developed and documented56 and has been through a number of iterations. In essence, it comprises the following elements:

- Consultations are held with all relevant parts of the ICANN structure, with ccTLD managers and with regional ccTLD organizations[57]
- The proposal is posted for Public Comment
- If there is general support, the council of the ccNSO will take a vote on whether to put it to a wider member approval vote
- If at least 50 percent of members vote and at least 66 percent of them are in favor, then it is accepted
- If the voting threshold is reached, the ccNSO council will vote to send the policy to the ICANN Board for adoption

Since most ccTLDs have well-developed policy processes of their own at the local level, and since the majority of ccTLDs do not have a contractual relationship with ICANN, the policy development process for the ccNSO is used infrequently. In the past decade, only one policy has

[53] See the final report of the Delegation, Redelegation and Retirement Working Group of the ccNSO (2011) at: http://ccnso.icann.org/workinggroups/final-report-drd-wg-17feb11-en.pdf
[54] ccTLD News Memo #1 (1997): https://www.iana.org/reports/1997/cctld-news-oct1997.html
[55] The NTIA IANA Functions Contract only mentions RFC1591 and makes no reference to ICP-1.
[56] A graphical representation of the process is available here: http://ccnso.icann.org/policy/pdp-15jan13-en.pdf
[57] Regional ccTLD organizations, or ROs as they are commonly referred to, are the African Top Level Domains Association (AfTLD), the Asia Pacific Top Level Domains Association (APTLD), the European country code TLD organisation (CENTR) and the Latin American & Caribbean Top Level Domains Association (LACTLD). Many members of such organizations are also members of ICANN's ccNSO and conversely many members of ICANN's ccNSO are also members of one or more of these ROs.

been developed through to completion (it covered the creation of so-called IDN ccTLDs and took several years to complete).[58]

One important aspect of note is that if the ICANN Board for any reason refuses to implement a policy decided through the ccNSO process, the ICANN Board is prevented from setting policy on that topic.

Such a rejection by the ICANN Board can be subject to the Reconsideration or the Independent Review Process (IRP)[59]. Note that many ccTLDs have a local Policy Dispute Resolution Process but these are outside the scope of the IANA Stewardship Transition Process.

2.1.2.4. Principles and Guidelines for the Delegation and Administration of Country Code Top Level Domains

In this category one must also consider the GAC's '*Principles and Guidelines for the Delegation and Administration of Country Code Top Level Domains*' (also known as the GAC Principles 2005), which the GAC regards as formal "Advice" to the ICANN Board and as such is subject to the Bylaws provisions regarding such Advice at the time of submission[60] () .

This Advice was developed privately by the GAC and the first version of these principles was published in 2000 and later revised to produce the 2005 version.

Section 1.2 of this document highlights one of the key principles for governments with respect to the management of the ccTLDs associated with their country or territory code:

> *1.2. The main principle is the principle of subsidiarity. ccTLD policy should be set locally, unless it can be shown that the issue has global impact and needs to be resolved in an international framework. Most of the ccTLD policy issues are local in nature and should therefore be addressed by the local Internet Community, according to national law.*

Also section 7.1 of this document can be directly relevant to delegation and redelegation of a ccTLD:

> *7.1. Principle*
>
> *Delegation and redelegation is a national issue and should be resolved nationally and in accordance with national laws, taking into account the views of all local stakeholders*

[58] The charter of the IDNC WG can be found at http://ccnso.icann.org/workinggroups/idnc-charter.htm. The link to the ICANN Board Resolution approving the recommendations of the IDNC WG in November 2009 is https://www.icann.org/resources/board-material/resolutions-2009-10-30-en#2.
[59] Information about the IRP is available at https://www.icann.org/resources/pages/irp-2012-02-25-en
[60] Details at https://www.icann.org/resources/pages/bylaws-2012-02-25-en#XI

and the rights of the existing ccTLD Registry. Once a final formal decision has been reached, ICANN should act promptly to initiate the process of delegation or redelegation in line with authoritative instructions showing the basis for the decision.

2.1.2.5. Framework of Interpretation (FOI) of Current Policies and Guidelines Pertaining to the Delegation and Re-Delegation of ccTLD Names.

The FOIWG's goal was to provide IANA staff and the ICANN Board clear guidance in interpreting RFC1591, in order to clarify existing policies and to facilitate consistent and predictable application of these policies applicable to delegations and redelegations of ccTLDs.

The FOIWG worked diligently for three years to complete its mandate,[61] with members representing the ccNSO, GAC, ALAC and others. In this time the FOIWG produced draft position papers, held public consultations, regularly presented status reports to both the ccNSO and GAC, and finalized individual reports on all the afore mentioned subjects

2.1.2.6. Fast Track (for IDN ccTLDs)

The Fast Track Process for IDN ccTLDs was developed by the ccNSO IDNC Working Group (short form of IDN ccTLDs) which was a prototype for cross community working groups within ICANN.

The purpose of the Fast Track was to introduce a limited number of non-contentious IDN ccTLDs associated with the ISO 3166-1 two-letter codes in a short time frame to meet near term demand. The scope of the IDNC WG was limited to developing feasible methods (for the introduction of a limited number of IDN ccTLDs) that do not pre-empt the outcomes of the IDN ccPDP.

To date 43 IDN ccTLDs have been inserted into the root.

The official policy regarding IDN ccTLDs produced by the ccNSO PDP process, and the first use of this process, should be finalized by early 2015.

[61] The Final Report of the FOIWG is currently awaiting approval and can be found at http://ccnso.icann.org/workinggroups/foi-final-07oct14-en.pdf

2.1.3. Existing arrangements

Most broadly, there are two sets of key services that ICANN, in performance of the IANA functions, provides to the Names community: delegation and redelegation (or, more simply, who runs a given top-level domain); and changes to the root zone. Here they are broken out by function numbers and policy source documents.

2.1.3.1. Mapping of IANA Functions to Policy Sources

Table 4 (T4) - Mapping of IANA Functions to Policy Sources

Service	Function numbers[62]	ccTLD sources (main)	ccTLD sources (supplemental)	gTLD sources (main)	gTLD sources (supplemental)
Delegation and re-elegation	T1-4, T1-5	T3-1, T3-M	T3-3, T3-4, T3- 6, T3-7, T3-12	T3-10, T3- 11	T3-A, T3-2, T3- 5
Changes to the root zone	T1-1, T1- 2, T1-3, T1-6, T1-7, T1-8, T2-2	T3-1, T3- K	T3-3, T3-6, T3-7	T3-10, T3-11	T3-5, T3-8, T3- 9

While the IANA functions play a critical role in the proper functioning of the DNS, it is important to note that the role of both the IANA Functions Operator and the current provider of the IANA functions contract (the NTIA) is just one part of a broader process.

Since the delegation/redelegation processes for ccTLDs and gTLDs are so different, we have kept them separate.

- Delegation and redelegation of ccTLDs
- Delegation and redelegation of gTLDs
- Changes to the root zone

In the tables that follow, process steps for which the IANA functions operator is involved are highlighted in green and those for which NTIA is involved are highlighted in blue.

2.1.4. Delegation and Re-Delegation of ccTLDs

The information in this section is presented in three tables as follows:

i. Delegation and redelegation of ccTLDs under RFC1591

62 Refer to Section 1.a for the 'List of IANA functions used by the Names communities'.

ii. Application for an IDN ccTLD string per Board decision on the Fast Track Process for IDN ccTLDs (not delegation)

iii. Description of the ccNSO Policy Development Process

2.1.4.1. Delegation and redelegation of ccTLDs under RFC1591

Table 5 (T5) - Delegation and redelegation of ccTLDs under RFC1591

Step	Process Step Description	Done by:								References
		ICANN Staff	ICANN Board	ccNSO	Registry operator	National Govt or territorial administration	NTIA	IANA	RZM[63]	
T5-1	Submission of delegation or redelegation request				x					T3-1 (3.1, 3.4, 3.6) T3-11 (C.2.9.2.c)
T5-2	Submission of a redelegation request by a national government or territorial administration					X				T3-7 (1.7) T3-11 (C.2.9.2.c)
T5-3	Validation of authenticity of the delegation or redelegation request							x		-

[63] RZM = Root Zone Maintainer

Step	Process Step Description	Done by:								References
		ICANN Staff	ICANN Board	ccNSO	Registry operator	National Govt or territorial administration	NTIA	IANA	RZM[63]	
T5-4	Verification of compliance with established policies, procedures and requirements as well as assistance to applicants							x		T3-1 (3.1, 3.4, 3.6) T3-7 (1.7) T3-1 1 (C.2.9.2.c) T3-12 T3-13
T5-5	Motion by ICANN Board		x							-
T5-6	Verification that the request complies with established policies and approval						x			T3-1 (3.1, 3.4, 3.6) T3-7 (1.7), T3-12, T3-13
T5-7	Implementation of the modification in the root zone file if applicable								x	-
T5-8	Updating Root-Zone WHOIS							x		T3-11 (C.2.9.2.b)

2.1.4.2. Application for an IDN ccTLD string per Board decision on the Fast Track Process for IDN ccTLDs (not delegation)

Table 6 (T6) - Application for an IDN ccTLD string per Board decision on the Fast Track Process for IDN ccTLDs (not delegation)

Step	Process Step Description	Done by:								References
		ICANN Staff	ICANN Board	ccNSO	Registry operator	National Govt or territorial administration	NTIA	IANA	External evaluators	
T6-1	Application for an IDN ccTLD string as per the Fast Track Requirements				x	x				T3-13
T6-2	Review of application for IDN ccTLD specific requirements	x							x	T3-13
T6-2a	If the requested string is approved the registry operator may proceed to request delegation per the standard process									T3-13
T6-2b	If the requested string is refused because it is deemed confusingly similar the applicant may request an EPSRP evaluation B-3									T3-13

T6-2c	If the requested string fails to meet other criteria the application is refused.									T3-13
T6-3	Extended Process Similarity Review Panel evaluation								x	T3-13
T6-3a	The panel finds that both the upper and lower case versions of the requested string are not confusingly similar to ISO3166 entries. (should proceed with delegation process)									T3-13
T6-3b	The panel finds that either the upper or lower case version of the requested string is confusingly similar to ISO3166 entries. (ICANN decision to proceed or not with delegation process)									T3-13

T6-3c	The panel finds that both the upper and lower case versions of the requested string are confusingly similar to ISO3166 entries. (should not proceed with delegation process)									T3-13
T6-4	Delegation and Redelegation of IDN ccTLDs in accordance with T5.									

2.1.4.3. Description of the ccNSO Policy Development Process

Table 7 (T7) - Description of the ccNSO Policy Development Process

Step	**Process Step Description**	Done by:								**References**
		ICANN Staff	ICANN Board	ccNSO Council	Issue manager	ccNSO members	GAC	IANA	NTIA	
T7-1	Request an issue report (requesters can be): • ccNSO Council • ICANN Board of Directors • One or more of the Regional Organisations • ICANN Supporting Organisation or Advisory Committee • Members of the ccNSO (at least 10 members)									T3-6 (1)
T7-2	Appointment of Issue Manager			x						T3-6 (2)
T7-3	Issue manager produces Issue Report + recommendation if a PDP is required				x					T3-6 (2)
T7-4	ICANN general council reports or ccNSO Council decide with super majority if issue is in scope of ICANN and in scope of ccNSO PDP	x		x						T3-6 (2) And Annex C
T7-5	ccNSO council votes to initiate a PDP or not. If not step 21			x						T3-6 (3)

T7-6	If the ccNSO Council votes in favour of initiating a PDP it appoints a task force (or alternate mechanism per Council decision) to carry out the work of the PDP			x						T3-6 (4,5,7,8)
T7-7	Public Notice of initiation of a PDP for comments (including direct notification of the GAC by the ccNSO Council)				x					T3-6 (6)
T7-8	Task Force (or alternate mechanism) produces an initial report on issue for public consultation. Note – this can be quite a complex task which can easily extend into multiple years and has built-in thresholds for approvals.				x					T3-6 (7,8,9)
T7-9	Task Force (or alternate mechanism) produce final report taking into account results of public consultation				x					T3-6 (9)
T7-10	GAC opinion or Advice						x			T3-6 (10)
T7-11	ccNSO Council consideration and vote. If not adopted by at least 14 members of Council Step 20)			x						T3-6 (10,11,12)
T7-12	Members vote on accepting the final report. (first round minimum 50% of all members voting 66% in favour, second round 66% of all voting)					x				T3-6 (13)

T7-13	Issue Manager will prepare a report for the ICANN Board if the members accept				x					T3-6 (14)
T7-14	ccNSO Council reviews and approves the Report for transmission to the ICANN Board			x						T3-6 (14)
T7-15	ICANN Board Votes on approving the report [not accepted if supermajority (66% of Board members) votes against.]		x							T3-6 (15)
T7-15	If the Board approves the report it becomes policy, directing staff to implement (Implementation, See step 21)		x							T3-6 (16)
T7-15b	If rejected send back recommendations to the ccNSO Council for modifications		x							T3-6 (15)
T7-16	If the report is sent back to the ccNSO Council. The ccNSO Council shall consider making Changes			x						T3-6 (15)
T7-17	ccNSO Council votes on sending the report (modified or not) to the ICANN Board for approval.			x						T3-6 (15)
T7-18	The Issue Manager transmits the report to the ICANN Board with relevant information.				x					T3-6 (15)
T7-19	The ICANN Board votes on accepting the report		x							T3-6 (15)
T7-19a	If the Board approves the report it becomes policy.		x							T3-6 (15)

T7-19b	If the Board rejects the shelved the issue is tabled: the ICANN Board cannot adopt any policies relating to the issues in the report.		x							T3-6 (15) (15)
T7-20	Termination of PDP		x	x		x				T3-6 (15) (3, 11, 13, 15)
T7-21	If policy, Implementation at direction of Board	x								T3-6 (15) (16)

2.1.5. Delegation and redelegation of gTLDs

2.1.5.1. Process Steps for Delegation and Redelegation of gTLDs

Table 8 (T8) - Process Steps for Delegation and Redelegation of gTLDs

Step	Process Step Description	Done by:							Function[64]
		ICANN Staff	ICANN Board	GNSO	Registry operator	NTIA	IANA	RZM[65]	
T8-1	Development of Consensus Policies			x					
T8-2	Approval of Consensus Policies		x						
T8-3	Implementation of Consensus Policies including:	x		x					
T8-3a	Finalization of Registry Agreement	x	x	x					
T8-3b	Approval of gTLD for delegation	x							
T8-3c	Execution of Registry Agreements	x			x				
T8-4	Pre-delegation testing	x			x				
T8-5	Request for delegation by registry operators or by ICANN in the case of EBERO action	x			x				
T8-6	Verification of process, policy and technical checks					x	X		T1-2, T1-5, T1-6, T1-7, T1-8
T8-7	Approval of delegation of gTLD					x			
T8-8	Change into the root							x	
T8-9	Update root zone WHOIS						X		T1-3, T1-6, T1-8

[64] Refer to Section 1.a for the 'List of IANA functions used by the Names communities'.
[65] RZM = Root Zone Maintainer

2.1.6. Modification of Root Zone File for ccTLDs and gTLDs

2.1.6.1. Process Steps for Modification of Root Zone File for ccTLDs and gTLDs

Table 9 (T9) - Process Steps for Modification of Root Zone File for ccTLDs and gTLDs

Step #	Process Step Description	Currently Done by	IANA Functions[66]
T9-1	Submission of modification request	ccTLD Manager or gTLD Registry Operator	
T9-2	Validation of the change request	ICANN Staff	
T9-3	Verification of compliance with established policies and procedures	IANA & NTIA	T1-3, T1-6, T1-8
T9-4	Implementation of the modification in the root zone file if applicable	Root Zone Maintainer	
T9-5	Updating Root-Zone WHOIS	IANA	T1-3, T1-6, T1-8

2.1.7. Description of gTLD Policy Development & Implementation Process Steps

The following table lists documents that provide descriptions of each of the above process steps along with URL links to those documents. Note that references for implementation of gTLD policies are for the current round of new gTLDs. Also note that a GNSO Working Group is presently underway regarding Policy and Implementation, which may impact the process for implementing policy recommendations in the future.[67]

2.1.7.1. Description of gTLD Policy Development & Implementation Process Steps

Table 10 (T10) - Description of gTLD Policy Development & Implementation Process Steps

Step #	Process Step Description	Reference(s)	URL Link
T10-A-1	Development of Consensus Policies for gTLDs	• ICANN Bylaws, Annex A • Visual diagram of the GNSO PDP	• https://www.icann.org/resources/pages/bylaws-2012-A-02-25-en#AnnexA • http://gnso.icann.org/en/basics/policy-development-process-flow-10jul14-en.pdf
T10-A-2	Approval of Consensus Policies for gTLDs	Section 9 of Bylaws, Annex A	See link above
T10-A-3	Implementation of Consensus Policies for gTLDs including:	Section 10 of Bylaws, Annex A	See link above
T10-A-3a	Finalization of the Registry Agreement, including terms for delegation, redelegation and modification of name server and contact information for gTLDs	New gTLD Applicant Guidebook, Module 5, Section 5.1	http://newgtlds.icann.org/en/applicants/agb
T10-A-3b	Approval of gTLDs for delegation	Same as for 1.c.i	Same as for T10-A-3a

[66] Refer to Section 1.a for the 'List of IANA functions used by the Names communities'.
[67] Policy & Implementation WG Wiki available at https://community.icann.org/pages/viewpage.action?pageId=41899467

Step #	Process Step Description	Reference(s)	URL Link
T10-A-3c	Execution of Registry Agreements	Same as for 1.c.i	Same as for T10-A-3a
T10-A-4	Pre-delegation testing of approved gTLDs with an executed agreement	New gTLD Applicant Guidebook, Module 5, Section 5.2	Same as for T10- A-3a
T10-A-5	Request for delegation by registry operators or by ICANN in the case of an EBERO action	New gTLD Applicant Guidebook, Module 5, Section 5.2	Same as for T10-A-3a
T10-A-6	Verification that process, policy and technical checks were successfully confirmed	• IANA Functions Contract Sections C.2.9.2, C.2.9.2.a, & C.2.9.2.d • SAC067 Overview and History of the IANA Functions	http://www.ntia.doc.gov/files/ntia/publications/sf_26_pg_1-2-final_award_and_sacs.pdf https://www.icann.org/en/system/files/files/sac-067-en.pdf
T10-A-7	Approval of delegation of gTLDs	IANA Functions Contract Section C.2.9.2.d	Same as T10-A-6
T10-A-8	Delegation/redelegation of gTLDs into the root	IANA Functions Contract Sections C.2.9.2.d & C.2.9.2.f	Same as T10-A-6
T10-A-9	Updating Root-Zone WHOIS	IANA Functions Contract Section C.2.9.2.b	Same as T10-A-6
T10-B-1	Submission of modification request	IANA Functions Contract Sections C.2.9.2, C.2.9.2.a, & C.2.9.2.b	Same as T10-A-6
T10-B-2	Validation of the change request	IANA Functions Contract Section C.2.9.2.b	Same as T10- A-6
T10-B-3	Verification of compliance with established policies and procedures	IANA Functions Contract Section C.2.9.2.b	Same as T10-A-6
T10-B-4	Implementation of the modification in the root zone file if applicable	IANA Functions Contract Section C.2.9.2.b	Same as T10-A-6
T10-B-5	Updating Root-Zone WHOIS	IANA Functions Contract Section C.2.9.2.b	Same as T10-A-6

2.1.8. Description of Policy Dispute Resolution Processes

2.1.8.1. ccTLDS - This is included in the ccTLD portion at the beginning of Section

2.1.8.2. gTLDs - Description of gTLD Policy Dispute Resolution Processes.

The table below lists the dispute resolution processes for each of the process steps for gTLDs along with associated URL links as applicable.

Table 11 (T11) - Description of gTLD Policy Dispute Resolution Processes

Step #	Process Step Description	Dispute Resolution Process (DRP)	Document Title(s) & URL Link(s)
T11-A-1	Development of Consensus Policies for gTLDs[68]	There is no DRP within the GNSO Policy Development Process (PDP) but Section 3.6 of the GNSO Working Group Guidelines contains a Standard Methodology for Making Decisions and Section 3.7 provides an Appeals process.	GNSO Policy Development Process Manual: http://gnso.icann.org/council/annex-2-pdp-manual-26mar14-en.pdf GNSO Working Group Guidelines: http://gnso.icann.org/council/annex-1-gnso-wg-guidelines-26mar14-en.pdf
T11-A-2	Approval of Consensus Policies for gTLDs	• If the Board rejects GNSO policy recommendations that were adopted by a simple majority[69], there is no DRP. • If the Board rejects GNSO policy recommendations that were adopted by a supermajority[70]: - GNSO & Board discussion - Possible GNSO supplementary recommendation - 2/3 Board vote required to reject a Council supermajority approved policy. • In both cases above, adversely impacted persons or entities could request Reconsideration by the Board. • Because the Board makes a decision regarding approval of	ICANN Bylaws, Annex A, GNSO PDP, Section 9: https://www.icann.org/resources/pages/bylaws-2012-02-25-en#AnnexA Reconsideration ICANN Bylaws, Article IV, Section 2: https://www.icann.org/resources/pages/bylaws-2012-02-25-en#IV Independent Review ICANN Bylaws, Article IV, Section 3: https://www.icann.org/resources/pages/bylaws-2012-02-25-en#IV

[68] The GNSO develops policy for gTLD second level names and new top level gTLD names according to the Policy Development Process (PDP) in Annex A of the ICANN Bylaws as well as the GNSO Policy Development Process Manual and the GNSO Working Group Guidelines. The working group model is the means used to development policy; participation is encouraged by all GNSO Stakeholder Groups and Constituencies and by ICANN Advisory Committees and Supporting Organizations. Section 3.2 of the Working Group Guidelines states that working groups "should mirror the diversity and representativeness of the community".

[69] A GNSO simple majority is defined to be greater than 50% in each of the two GNSO Council Houses, Contracted Party House & Non-Contracted Party House.

[70] A GNSO supermajority is defined as one of the following: (a) two-thirds (2/3) of the Council members of each House, or (b) three-fourths (3/4) of one House and a majority of the other House.

Step #	Process Step Description	Dispute Resolution Process (DRP)	Document Title(s) & URL Link(s)
		consensus policies, a materially impacted party could request an Independent Review.	
T11-A-3	Implementation of Consensus Policies for gTLDs including:	In addition to the mention of possibly forming an Implementation Review Team, the PDP Manual foresees that 'If the proposed implementation is considered inconsistent with the GNSO Council's recommendations, the GNSO Council may notify the Board and request that the Board review the proposed implementation. Until the Board has considered the GNSO Council request, ICANN Staff should refrain from implementing the policy, although it may continue developing the details of the proposed implementation while the Board considers the GNSO Council request'. A GNSO WG on Policy & Implementation is currently in progress and is expected to make recommendations that would further define implementation processes including additional procedures for dealing with disputes that might arise.	ICANN Bylaws, Annex A, GNSO PDP, Section 10: https://www.icann.org/resources/pages/bylaws-2012-02-25-en#AnnexA Policy & Implementation WG wiki: https://community.icann.org/pages/viewpage.action?pageId=41899467 GNSO Project Page: http://gnso.icann.org/en/group-activities/active/policy-implementation
T11-A-3a	Finalization of the Registry Agreement, including terms for delegation, redelegation and modification of name server and contact information for gTLDs	For the current round of new gTLDs, this happened as part of step 1.c above. The results are mostly reflected in Module 5 of the New gTLD Applicant Guidebook, which includes the base registry agreement as well as the following DRPs: Uniform Rapid Suspension, Post Delegation Dispute Resolution Process and Registry Restriction Dispute Resolution Process and Public Interest Commitment Dispute Resolution Process.[71] Because the Board makes a decision regarding approval of the registry agreement, a materially impacted party could request an Independent Review.	New gTLD Applicant Guidebook (AG): http://newgtlds.icann.org/en/applicants/agb Independent Review ICANN Bylaws, Article IV, Section 3: https://www.icann.org/resources/pages/bylaws-2012-02-25-en#IV

[71] These dispute resolution procedures are applicable to all new gTLDs following delegation, except the RRDRP which applies only to community-based new gTLDs. They are not challenges to the approval of the Registry Agreement itself.

Step #	Process Step Description	Dispute Resolution Process (DRP)	Document Title(s) & URL Link(s)
T11-A-3b	Approval of gTLDs for delegation	For the current round of new gTLDs, Module 1 of the New gTLD Applicant Guidebook (AG) provides an overview of the conditions required for approval for delegation and subsequent modules provide details of those conditions. Module 3 of the New gTLD Applicant Guidebook (AG) contains Objection Procedures and Dispute Resolution Procedures; Module 4 contains String Contention Procedures. An applicant whose gTLD string is not approved for delegation could request Reconsideration by the Board.	New gTLD Applicant Guidebook (AG): http://newgtlds.icann.org/en/applicants/agb Reconsideration ICANN Bylaws, Article IV, Section 2: https://www.icann.org/resources/pages/bylaws-2012-02-25-en#IV
T11-A-3c	Execution of Registry Agreements	For the current round of new gTLDs, Sections 1.1.5 and 5.1 of the New gTLD Applicant Guidebook (AG) cover execution of the Registry Agreement. A DRP for this step is not applicable.	New gTLD Applicant Guidebook (AG): http://newgtlds.icann.org/en/applicants/agb
T11-A-4	Pre-delegation testing of approved gTLDs with an executed agreement	For the current round of new gTLDs, Section 5.2 covers pre-delegation testing (PDT). It also describes the processes an applicant can take if they do not pass any elements of the PDT.	New gTLD Applicant Guidebook (AG): http://newgtlds.icann.org/en/applicants/agb
T11-A-5	Request for delegation by registry operators or by ICANN in the case of an Emergency Back End Registry Operator (EBERO) action	For the current round of new gTLDs, Section 5.3 describes the delegation process; it refers applicants to the IANA site for delegation information. In applying for a gTLD string, an applicant agrees to terms in Module 6 of the New gTLD Applicant Guidebook that say "approval is entirely at ICANN's discretion" and an applicant agrees "NOT TO CHALLENGE, IN COURT OR IN ANY OTHER JUDICIAL for a, ANY FINAL DECISION MADE BY ICANN WITH RESPECT TO THE APPLICATION, AND IRREVOCABLY WAIVES ANY RIGHT TO SUE OR PROCEED IN COURT OR ANY OTHER JUDICIAL FOR A ON THE BASIS OF ANY OTHER LEGAL CLAIM AGAINST ICANN AND ICANN AFFILIATED PARTIES WITH RESPECT TO THE	New gTLD Applicant Guidebook (AG): http://newgtlds.icann.org/en/applicants/agb IANA processes: http://www.iana.org/domains/root For more information on EBEROs see: https://www.icann.org/resources/pages/ebero-2013-04-02-en

Step #	Process Step Description	Dispute Resolution Process (DRP)	Document Title(s) & URL Link(s)
		APPLICATION." So there is not DRP for this step. Emergency back-end registry operators (EBEROs) are temporarily activated if a TLD registry operator is at risk of failing.	
T11-A-6	Verification that process, policy and technical checks were successfully confirmed	As noted earlier in this section, this step is currently performed by the IANA Functions Operator and NTIA. Any disputes would be handled according to the terms of the IANA Functions Contract.	IANA Functions Contract: http://www.ntia.doc.gov/files/ntia/publications/sf_26_pg_1-2-final_award_and_sacs.pdf
T11-A-7	Approval of delegation of gTLDs	As noted earlier in this section, this step is currently performed by NTIA. Any disputes would be handled according to the terms of the IANA Functions Contract.	IANA Functions Contract: http://www.ntia.doc.gov/files/ntia/publications/sf_26_pg_1-2-final_award_and_sacs.pdf
T11-A-8	Delegation/redelegation of gTLDs into the root	As noted earlier in this section, this step is currently performed by the Root Zone Maintainer. Any disputes related to this step would be handled according to the Cooperative Agreement between NTIA and the Root Zone Maintainer.	NTIA Cooperative Agreement with Verisign: http://www.ntia.doc.gov/page/verisign-cooperative-agreement
T11-A-9	Updating Root-Zone WHOIS	As noted earlier in this section, this step is currently performed by the IANA functions operator. Any disputes related to this step would be handled according to the IANA Functions Contract.	IANA Functions Contract: http://www.ntia.doc.gov/files/ntia/publications/sf_26_pg_1-2-final_award_and_sacs.pdf
T11-B-1	Submission of modification request	As noted earlier in this section, this step is performed by the registry TLD operator.	IANA processes: http://www.iana.org/domains/root
T11-B-2	Validation of the change request	As noted earlier in this section, this step is currently performed by the IANA Functions Operator and NTIA. Any disputes related to this step would be handled according to the IANA Functions Contract.	IANA Functions Contract: http://www.ntia.doc.gov/files/ntia/publications/sf_26_pg_1-2-final_award_and_sacs.pdf
T11-B-3	Verification of compliance with established policies and procedures	As noted earlier in this section, this step is currently performed by the IANA Functions Operator and NTIA. Any disputes would be handled according to the terms of the IANA Functions Contract.	IANA Functions Contract: http://www.ntia.doc.gov/files/ntia/publications/sf_26_pg_1-2-final_award_and_sacs.pdf

Step #	Process Step Description	Dispute Resolution Process (DRP)	Document Title(s) & URL Link(s)
T11-B-4	Implementation of the modification in the root zone file if applicable	As noted earlier in this section, this step is currently performed by the Root Zone Maintainer. Any disputes related to this step would be handled according to the Cooperative Agreement between NTIA and the Root Zone Maintainer.	NTIA Cooperative Agreement with Verisign: http://www.ntia.doc.gov/page/verisign-cooperative-agreement
T11-B-5	Updating Root-Zone WHOIS	As noted earlier in this section, this step is currently performed by the IANA Functions Operator. Any disputes related to this step would be handled according to the IANA Functions Contract.	IANA Functions Contract: http://www.ntia.doc.gov/files/ntia/publications/sf_26_pg_1-2-final_award_and_sacs.pdf

2.2. Existing, Pre-Transition Arrangements – Oversight and Accountability (section 2B of the ICG RFP)

2.2.1. Definitions of Oversight and Accountability

For the purposes of this section, oversight and accountability of the IANA Functions Operator refers to independent oversight and accountability. Specifically, oversight and accountability are defined as:

- Oversight (of the IANA Functions Operator performing DNS actions and activities) – Oversight is performed by an entity that is independent of the Operator and has access to all relevant information to monitor or approve the actions and activities which are being overseen
- Accountability – Accountability provides the ability for an independent entity to impose binding consequences to ensure the IANA Functions Operator meets its formally documented and accepted agreements, standards and expectations

2.2.2. Oversight and Accountability for IANA Functions Services and Activities Relative to Both ccTLDs and gTLDs

Both ccTLDs and gTLDs benefit from the oversight and accountability provided by NTIA in its role as Administrator of the IANA Functions Contract and Root Zone Management Process Administrator.

General oversight of the IANA Functions Operator's provision of the services and activities listed in Section I for TLDs is performed by the direct recipients of the services, i.e., cc TLD managers and gTLD registry operators, and NTIA as the contractor for the IANA Functions Contract. Registry operators and TLD managers perform oversight by monitoring the processing of IANA requests they submit. NTIA as Root Zone Process Manager performs oversight by verifying that process, policy and technical checks were successfully confirmed and also by administering the IANA Functions Contract, discussed elsewhere in this section. Therefore registrants and users of TLDs perform limited oversight when they attempt to use second level domain names.

As noted in previous sections there are very few ICANN operational policies which affect ccTLDs beyond RFC1591. As such ccTLDs rely in large part on the NTIA acting as Administrator and Manager to ensure independent oversight and accountability (as defined above) of the Operator for its actions and activities.

2.2.3. NTIA acting as Contract Administrator for the IANA Function Contract (ccTLDs and gTLDs)

2.2.3.1. IANA oversight support mechanisms from the NTIA IANA Functions Contract for NTIA acting as Contract Administrator

Table 12 (T12) – List of IANA Oversight Support Mechanisms in the IANA Functions Contract

Initial One-time Obligations
○ *C.2.6 Transparency and Accountability -- Within six (6) months of award, the Contractor shall, in collaboration with all interested and affected parties as enumerated in Section C.1.3, develop user instructions including technical requirements for each corresponding IANA function and post via a website.*
○ *C.2.7 Responsibility and Respect for Stakeholders – Within six (6) months of award, the Contractor shall, in collaboration with all interested and affected parties as enumerated in Section C.1.3, develop for each of the IANA functions a process for documenting the source of the policies and procedures and how it will apply the relevant policies and procedures for the corresponding IANA function and post via a website.*
○ *C.2.8 Performance Standards -- Within six (6) months of award, the Contractor shall develop performance standards, in collaboration with all interested and affected parties as enumerated in Section C.1.3, for each of the IANA functions as set forth at C.2.9 to C.2.9.4 and post via a website.C.4.2 Monthly Performance Progress Report*
○ *C.2.9.2.b Root Zone "WHOIS" Change Request and Database Management -- The Contractor shall maintain, update, and make publicly accessible a Root Zone "WHOIS" database with current and verified contact information for all TLD registry operators. The Root Zone "WHOIS" database, at a minimum, shall consist of the TLD name; the IP address of the primary nameserver and secondary nameserver for the TLD; the corresponding names of such nameservers; the creation date of the TLD; the name, postal address, email address, and telephone and fax numbers of the TLD registry operator; the name, postal address, email address, and telephone and fax numbers of the technical contact for the TLD registry operator; and the name, postal address, email address, and telephone and fax numbers of the administrative contact for the TLD registry operator; reports; and date record last updated; and any other information relevant to the TLD requested by the TLD registry operator. The Contractor shall receive and process root zone "WHOIS" change requests for TLDs.*
○ *C.2.9.2.e Root Zone Automation -- The Contractor shall work with NTIA and the Root Zone Maintainer, and collaborate with all interested and affected parties as enumerated in Section C.1.3, to deploy a fully automated root zone management system within nine (9) months after date of contract award. The fully automated system must, at a minimum, include a secure (encrypted) system for customer communications; an automated provisioning protocol allowing customers to manage their interactions with the root zone management system; an online database of change requests and subsequent actions whereby each customer can see a record of their historic requests and maintain visibility into the progress of their current requests; and a test system,*

which customers can use to meet the technical requirements for a change request ; an internal interface for secure communications between the IANA Functions Operator; the Administrator, and the Root Zone Maintainer.
Ongoing Obligations
o *C.2.12.a Program Manager. The contractor shall provide trained, knowledgeable technical personnel according to the requirements of this contract. All contractor personnel who interface with the CO and COR must have excellent oral and written communication skills. "Excellent oral and written communication skills" is defined as the capability to converse fluently, communicate effectively, and write intelligibly in the English language. The IANA Functions Program Manager organizes, plans, directs, staffs, and coordinates the overall program effort; manages contract and subcontract activities as the authorized interface with the CO and COR and ensures compliance with Federal rules and regulations and responsible for the following:…*
o *C.4.1 Meetings -- Program reviews and site visits shall occur annually.*
o *C.4.2 Monthly Performance Progress Report -- The Contractor shall prepare and submit to the COR 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.*
o *C.4.3 Root Zone Management Dashboard -- The Contractor shall work collaboratively with NTIA and the Root Zone Maintainer, and all interested and affected parties as enumerated in Section C.1.3, to develop and make publicly available via a website, a dashboard to track the process flow for root zone management within nine (9) months after date of contract award.*
o *C.4.4 Performance Standards Reports -- The Contractor shall develop and publish reports for each discrete IANA function consistent with Section C.2.8. 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) starting no later than six (6) months after date of contract award.*
o *C.4.5 Customer Service Survey (CSS) --The Contractor shall collaborate with NTIA to develop and conduct an 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, the Contractor shall submit the CSS Report to the COR.*
o *C.5.1 Audit Data -- The Contractor shall generate and retain security process audit record data for one year and provide an annual audit report to the CO and the COR. All root zone management operations shall be included in the audit, and records on change requests to the root zone file. The Contractor shall retain these records in accordance with the clause at 52.215-2. The Contractor shall provide specific audit record data to*

the CO and COR upon request.
○ *C.5.2 Root Zone Management Audit Data -- The Contractor shall generate and publish via a website a monthly audit report based on information in the performance of Provision C.9.2 (a-g) Perform Administrative Functions Associated With Root Zone Management. The audit report shall identify each root zone file and root zone "WHOIS" database change request and the relevant policy under which the change was made as well as identify change rejections and the relevant policy under which the change request was rejected. The Report shall start no later than nine (9) months after date of contract award and thereafter is due to the COR no later than 15 calendar days following the end of each month.*
○ *C.5.3 External Auditor - - The Contractor shall have an external, independent, specialized compliance audit which shall be conducted annually and it shall be an audit of all the IANA functions security provisions against existing best practices and Section C.3 of this contract.*

2.2.3.2. IANA Functions Affected by the Oversight Functions

The following services listed in Section I from the IANA functions contract are affected by the oversight functions performed by registry operators or TLD managers and NTIA:

Table 13 (T13) - IANA Functions Affected by the Oversight Functions

a) C.2.9.2 Perform Administrative Functions Associated With Root Zone Management
b) C.2.9.2.a Root Zone File Change Request Management
c) C.2.9.2.b Root Zone "WHOIS" Change Request and Database Management
d) C.2.9.2.c Delegation and Redelegation of a Country Code Top Level-Domain (ccTLD)
e) C.2.9.2d Delegation and Redelegation of a Generic Top Level Domain (gTLD)
f) C.2.9.2.e Root Zone Automation
g) C.2.9.2.f Root Domain Name System Security Extensions (DNSSEC) Key Management
h) C.2.9.2.g Customer Service Complaint Resolution Process (CSCRP)

The following services from Section I that are not part of the IANA Functions Contract are affected by the oversight functions performed by registry operators or TLD managers and the last one is also affected by the oversight functions performed by NTIA:

Table 14 (T14) - Other Functions Affected by the Oversight Functions

i) Management of the Repository of IDN Practices
j) Retirement of ccTLD codes

Services b), c), d), e), and j) may be affected by oversight performed by registrants and users.

2.2.3.3. How is the IANA functions operator held accountable?

Here are ways in which the IANA Functions Operator is currently held accountable for the provision of the services from Section I:

Table 15 (T15) - Ways in which the IANA Functions Operator is Held Accountable

a. The limited term of the IANA Functions Contract, and the potential for re-competing, provide an incentive for good performance. A possible consequence for poor performance is issuance of an RFP and potentially awarding of the contact to another party.
b. Verification by NTIA that process, policy and technical checks were successfully confirmed provides a check that the IANA Functions were performed correctly. If checks are not verified, the requested IANA change will not be approved. Repeated failure by the IANA Functions Operator to properly perform checks could result in nonrenewal of the contract.
c. Service level requirements in the IANA Function Contract provide objective measurements to evaluate performance. Failure to successfully meet service level requirements would presumably result in warnings by NTIA and recurring failure would presumably result in warnings by NTIA and probably negatively impact contract renewal possibility.
d. Reports by the IANA Functions Contractor to NTIA provide data for evaluating performance and adherence to service level requirements. Repeated reports showing poor performance would presumably result in warnings by NTIA and probably negatively impact contract renewal possibility.
e. The Customer Service Complaint Resolution Process included in the IANA Functions Contract provides a means of resolving problems including those possibly caused by the IANA Functions Operator.
f. The Root Zone Maintainer performs independent technical checks to back up those performed by the IANA Functions Contractor and NTIA. Problematic technical checks would be reported to NTIA and the IANA Functions Operator.

2.2.3.4. Jurisdiction

The jurisdiction for enforcement of the IANA Functions Contract is the United States.

2.2.4. Independent Review of Board Actions (ccTLDs and gTLDs).

2.2.4.1. ICANN Bylaws relating to the Independent Review of ICANN Board Actions

The ICANN Bylaws provide for an Independent Review of Board Actions (which would apply to the delegation and redelegation of ccTLDs and gTLDs that require ICANN Board approval prior

to being submitted to the NTIA).[72] The following sections are from Article IV, Section 3 of the Bylaws:

Table 16 (T16) - ICANN Bylaws Relating to the Independent Review of ICANN Board Actions.

• 1. In addition to the reconsideration process described in Section 2 of this Article, ICANN shall have in place a separate process for independent third-party review of Board actions alleged by an affected party to be inconsistent with the Articles of Incorporation or Bylaws.
• 2. Any person materially affected by a decision or action by the Board that he or she asserts is inconsistent with the Articles of Incorporation or Bylaws may submit a request for independent review of that decision or action. In order to be materially affected, the person must suffer injury or harm that is directly and causally connected to the Board's alleged violation of the Bylaws or the Articles of Incorporation, and not as a result of third parties acting in line with the Board's action.
• 11. The IRP Panel shall have the authority to:
○ summarily dismiss requests brought without standing, lacking in substance, or that are frivolous or vexatious;
○ request additional written submissions from the party seeking review, the Board, the Supporting Organizations, or from other parties;
○ declare whether an action or inaction of the Board was inconsistent with the Articles of Incorporation or Bylaws; and
○ recommend that the Board stay any action or decision, or that the Board take any interim action, until such time as the Board reviews and acts upon the opinion of the IRP;
○ consolidate requests for independent review if the facts and circumstances are sufficiently similar; and
○ determine the timing for each proceeding.
• 18. The IRP Panel should strive to issue its written declaration no later than six months after the filing of the request for independent review. The IRP Panel shall make its declaration based solely on the documentation, supporting materials, and arguments submitted by the parties, and in its declaration shall specifically designate the prevailing party. The party not prevailing shall ordinarily be responsible for bearing all costs of the IRP Provider, but in an extraordinary case the IRP Panel may in its declaration allocate up to half of the costs of the IRP Provider to the prevailing party based upon the circumstances, including a consideration of the reasonableness of the parties' positions and their contribution to the public interest. Each party to the IRP proceedings shall bear its own expenses.
• 21. Where feasible, the Board shall consider the IRP Panel declaration at the Board's

[72] See Article IV, Section 3 of the Bylaws at https://www.icann.org/resources/pages/bylaws-2012-02-25-en#IV

next meeting. The declarations of the IRP Panel, and the Board's subsequent action on those declarations, are final and have precedential value.

The current ICANN supplier for the IRP is The International Centre for Dispute Resolution.[73]

Note: RFC1591 foresaw a need for dispute resolution in section 3.4 and that the IRP may meet this requirement with respect to delegations and redelegations.

2.2.4.2. IANA Functions Affected by the Oversight Functions:

The following services listed in Section I from the IANA Functions Contract are affected by the oversight functions performed by registry operators or TLD managers and NTIA:

- C.2.9.2.c Delegation and Redelegation of a Country Code Top Level-Domain (ccTLD)
- C.2.9.2d Delegation and Redelegation of a Generic Top Level Domain (gTLD)

The following services from Section I that are not part of the IANA Functions Contract are affected by the oversight functions performed by registry operators or TLD managers and the last one is also affected by the oversight functions performed by NTIA:

- Retirement of ccTLD codes

Regarding the policy sources identified in Section 2.1, it is not that they are affected by the oversight discussed above but rather that the policy developed and implemented affects the services provided by the IANA Functions Operator. For example, the IANA oversight performed doesn't influence TLD policies or implementation of those policies but the policies and their implementation determine what TLDs are allowed in the root zone.

2.2.4.3. How is the IANA Functions Operator held accountable?

"The Independent Review Panel shall have the authority to recommend that the ICANN Board stay any action or decision, or that the Board take any interim action, until such time as the Board reviews and acts upon the opinion of the IRP."[74]

2.2.4.4. Jurisdiction

The jurisdiction for enforcement of the IANA Functions Contract is the United States.

2.2.5. NTIA acting as Root Zone Management Process Administrator (ccTLDs and gTLDs).

[73] Details at www.icdr.org

[74] ICANN Bylaws, ARTICLE IV: ACCOUNTABILITY AND REVIEW, Section 3, Sub-section 11d

2.2.5.1. Oversight as Root Zone Management Process Administrator

From the SSAC document 068 we have the following definition of the NTIA's role as Root Zone Management Process Administrator:[75] "*As the Root Zone Management Process Administrator, NTIA's role can be described as the "Final Authorization Authority" for changes to the Root Zone content and contact information for the Top Level Delegations. This is the most significant technical and policy activity currently performed by NTIA that is related to IANA activities.*"

The following are the oversight support mechanisms for this oversight function:

Table 17 (T17) - Oversight Support Mechanisms in the IANA Functions Contract

○ *IANA Functions Contract - C.2.9.2.c Delegation and Redelegation of a Country Code Top Level-Domain (ccTLD) --The Contractor shall apply existing policy frameworks in processing requests related to the delegation and redelegation of a ccTLD, such as RFC 1591 Domain Name System Structure and Delegation, the Governmental Advisory Committee (GAC) Principles And Guidelines For The Delegation And Administration Of Country Code Top Level Domains, and any further clarification of these policies by interested and affected parties as enumerated in Section C.1.3. If a policy framework does not exist to cover a specific instance, the Contractor will consult with the interested and affected parties, as enumerated in Section C.1.3; relevant public authorities; and governments on any recommendation that is not within or consistent with an existing policy framework. In making its recommendations, the Contractor shall also take into account the relevant national frameworks and applicable laws of the jurisdiction that the TLD registry serves. The Contractor shall submit its recommendations to the COR via a Delegation and Redelegation Report.*
○ *IANA Functions Contract - C.2.9.2d Delegation and Redelegation of a Generic Top Level Domain (gTLD) -- The Contractor shall verify that all requests related to the delegation and redelegation of gTLDs are consistent with the procedures developed by ICANN. In making a delegation or redelegation recommendation, the Contractor must provide documentation verifying that ICANN followed its own policy framework including specific documentation demonstrating how the process provided the opportunity for input from relevant stakeholders and was supportive of the global public interest. The Contractor shall submit its recommendations to the COR via a Delegation and Redelegation Report.*
○ *From the Operator Technical Proposal Volume 1 we have (https://www.icann.org/en/system/files/files/contract-i-1-31may12-en.pdf - Changes to the DNS Root Zone File, as well as changes to the DNS Root Zone WHOIS Database, are transmitted to the Administrator for authorization. Such changes cannot be enacted without explicit positive authorization from the Administrator. Once a request has passed review and is ready for transmittal to the Administrator for authorization, the system will instantiate a Change Request in the Root Zone Maintainer's system using the EPP protocol. At this stage of the process, the Root Zone Maintainer's system will hold the request as pending until it receives proper authorization from the Administrator.*

[75] Document available at https://www.icann.org/en/system/files/files/sac-068-en.pdf

2.2.5.2. IANA Functions affected by the oversight functions

The following services listed in Section I from the IANA Functions Contract are affected by the oversight functions performed by registry operators or TLD managers and NTIA:

Table 18 (T18) – IANA Functions affected by NTIA acting as Root Zone Management Process Administrator

a) C.2.9.2 Perform Administrative Functions Associated With Root Zone Management
b) C.2.9.2.a Root Zone File Change Request Management
c) C.2.9.2.b Root Zone "WHOIS" Change Request and Database Management
d) C.2.9.2.c Delegation and Redelegation of a Country Code Top Level-Domain (ccTLD)
e) C.2.9.2d Delegation and Redelegation of a Generic Top Level Domain (gTLD)
f) C.2.9.2.e Root Zone Automation
g) C.2.9.2.f Root Domain Name System Security Extensions (DNSSEC) Key Management
h) C.2.9.2.g Customer Service Complaint Resolution Process (CSCRP)

The following services from Section I that are not part of the IANA Functions Contract but are affected by the oversight functions performed by registry operators or TLD managers and the last one is also affected by the oversight functions performed by NTIA:

i) Retirement of ccTLD codes

Services b), c), d), e), and i) may be affected by oversight performed by registrants and users.

Regarding the policy sources identified in Section 2.1, it is not that they are affected by the oversight discussed above but rather that the policy developed and implemented affects the services provided by the IANA Functions Operator. For example, the IANA oversight performed doesn't influence TLD policies or implementation of those policies but the policies and their implementation determine what TLDs are allowed in the root zone.

2.2.5.3. How is the IANA Functions Operator held accountable?

Here are ways in which the IANA Functions Operator is currently held accountable for the provision of these services:

a. The proposed changes will not be approved or implemented and returned to the Operator for additional consideration and recommendation.

2.2.5.4. Jurisdiction

The jurisdiction for enforcement of the IANA Functions Contract is the United States.

2.2.6. Applicability of local law for the administration by the IANA Functions Operator of ccTLDs associated with a specific country or territory (ccTLDs)

2.2.6.1. Overview

The IANA Functions Contract clearly establishes the importance of the GAC Principles 2005 in the delegation and redelegation of ccTLDs:

> *IANA Functions Contract - C.2.9.2.c Delegation and Redelegation of a Country Code Top Level-Domain (ccTLD) --The Contractor shall apply existing policy frameworks in processing requests related to the delegation and redelegation of a ccTLD, such as RFC 1591 Domain Name System Structure and Delegation, the Governmental Advisory Committee (GAC) Principles And Guidelines For The Delegation And Administration Of Country Code Top Level Domains, and any further clarification of these policies by interested and affected parties as enumerated in Section C.1.3. If a policy framework does not exist to cover a specific instance, the Contractor will consult with the interested and affected parties, as enumerated in Section C.1.3; relevant public authorities; and governments on any recommendation that is not within or consistent with an existing policy framework. In making its recommendations, the Contractor shall also take into account the relevant national frameworks and applicable laws of the jurisdiction that the TLD registry serves. The Contractor shall submit its recommendations to the COR via a Delegation and Redelegation Report.*

As such section 1.7 of the GAC Principles 2005 clearly sets the stage for such oversight by governments:

> *1.7. It is recalled that the WSIS Plan of action of December 2003 invites "Governments to manage or supervise, as appropriate, their respective country code top-level domain name". Any such involvement should be based on appropriate national laws and policies. It is recommended that governments should work with their local Internet community in deciding on how to work with the ccTLD Registry.*

Within the context provided by section 1.2 of the same document:

> *1.2. The main principle is the principle of subsidiarity. ccTLD policy should be set locally, unless it can be shown that the issue has global impact and needs to be resolved in an international framework. Most of the ccTLD policy issues are local in nature and should therefore be addressed by the local Internet Community, according to national law.*

Given the IANA Functions Operator currently seeks government approval for all ccTLD delegations and redelegations governments usually limit the use of their power in these matters to redelegations where the local government is requesting a change of ccTLD manager which is not supported by the current manager.

2.2.6.2. IANA Functions affected by the oversight functions of local law:

The following services listed in Section I from the IANA Functions Contract are affected by the oversight functions performed by registry operators or TLD managers and NTIA:

Table 19 (T19) - IANA Functions affected by the oversight functions of local laws

a) C.2.9.2 Perform Administrative Functions Associated With Root Zone Management
b) C.2.9.2.a Root Zone File Change Request Management
c) C.2.9.2.b Root Zone "WHOIS" Change Request and Database Management
d) C.2.9.2.c Delegation and Redelegation of a Country Code Top Level-Domain (ccTLD)
e) C.2.9.2.e Root Zone Automation
f) C.2.9.2.f Root Domain Name System Security Extensions (DNSSEC) Key Management
g) C.2.9.2.g Customer Service Complaint Resolution Process (CSCRP)

2.2.6.3. How is the IANA Functions Operator held accountable?

Here are ways in which the IANA Functions Operator is currently held accountable for the provision of these services:

a) National laws will prevail unless it can be shown that the issue has global impact.

2.2.6.4. Jurisdiction

The jurisdiction is set per country and territory.

2.2.7. Additional sources of accountability for a limited number of ccTLDs

2.2.7.1. Description

There are additional sources of accountability for the limited number of ccTLDs[76] that have formal Sponsorship Agreements or Frameworks of Accountability with ICANN. These types of agreements have dispute resolution clauses to settle disagreements between the parties which are relevant to all actions and activities by the Operator for ccTLDs. An example of each of these types follows:

- The .au (Australia) Sponsorship Agreement provides a good example of the language used for dispute resolution in such agreements (https://www.icann.org/resources/unthemed-pages/proposed-sponsorship-agmt-2001-09-04-en):

[76] These agreements are 8 Sponsorship Agreements and 7 MoUs

- *6.5 Resolution of Disputes. All disputes arising out of or in connection with the present Agreement shall be finally settled under the Rules of Arbitration of the International Chamber of Commerce[77] ("ICC") by three arbitrators appointed in accordance with those rules as amended by this Agreement. The language of the arbitration shall be English. The arbitration shall occur in at a location agreed by the parties or, in the absence of agreement, in New York, New York, USA. Each party shall nominate one arbitrator, and the two arbitrators so nominated shall, within 30 days of the confirmation of their appointment, nominate the third arbitrator, who will act as Chairman of the Arbitral Tribunal. ICANN and the Sponsoring Organization shall bear the costs of the arbitration in equal shares, subject to the right of the arbitrators to reallocate the costs in their award as provided in the ICC rules. The parties shall bear their own attorneys' fees in connection with the arbitration, and the arbitrators may not reallocate the attorneys' fees in conjunction with their award. The arbitrators shall render their decision within ninety days of the conclusion of the arbitration hearing. For the purpose of aiding the arbitration and/or preserving the rights of the parties during the pendency of an arbitration, the parties shall have the right to seek a stay or temporary or preliminary injunctive relief from the arbitration panel or in a court located in Los Angeles, California, USA, which shall not be a waiver of this arbitration agreement. In all litigation involving ICANN concerning this Agreement, jurisdiction and exclusive venue for such litigation shall be in a court located in Los Angeles, California, USA; however, the parties shall also have the right to enforce a judgment of such a court in any court of competent jurisdiction.*
- *6.6 Choice of Law. Issues of law arising in connection with the interpretation of this Agreement shall be resolved by (a) the rules of law determined by the conflict of laws rules which the arbitration panel considers applicable and (b) such rules of international law as the arbitration panel considers applicable; provided that the validity, interpretation, and effect of acts of the Governmental Authority and the Sponsoring Organization shall be judged according to the laws of Australia and the validity, interpretation, and effect of acts of ICANN shall be judged according to the laws of the State of California, USA.*

- The .az (Azerbaijan) Framework of Accountability provides a good example of the language used for dispute resolution in such agreements (https://www.icann.org/en/system/files/files/az-icann-af-15feb08-en.pdf):
  - *1. All disputes and claimed breach(s) of this AF that cannot be settled between the parties or cured after thirty (30) days written notice to the defaulting party shall be referred by either party to the International Chamber of Commerce (ICC) to be finally settled under the rules of Arbitration of the International Chamber of Commerce (ICC) by three arbitrators.*
  - *2. The arbitration shall be conducted in English and shall occur at a location agreed by the parties or, in the absence of agreement, in Paris.*
  - *3. There shall be three arbitrators: each party choosing one arbitrator, with the third chosen by the parties' arbitrators from the ICC list of arbitrators. If the arbitrators*

[77] Information regarding the International Chamber of Commerce (ICC) services in dispute resolution can be found at http://www.iccwbo.org/

cannot agree on the third, that third shall be chosen according the ICC rules. The parties shall bear the costs of the arbitration in equal shares, subject to the right of the arbitrators to reallocate the costs in their award as provided by the ICC rules. The parties shall bear their own attorney's fees in connection with the arbitration, and the arbitrators may not reallocate the attorneys' fees in conjunction with their award.

- *4. Issues of law arising in connection with the interpretation of the AF shall be resolved by the rules of law considered by the arbitrators to be most appropriately applied in all the circumstances; provided that the validity, interpretation, and effect of acts of IntraNS and its legal status at the start of the dispute shall be judged according to the laws of Azerbaijan and the validity, interpretation and effect of acts of ICANN and its legal status shall be judged according to the laws of the State of California.*

2.2.7.2. IANA Functions affected by the oversight functions:

The following services listed in Section I from the IANA Functions Contract are affected by the oversight functions performed by registry operators or TLD managers and NTIA:

Table 20 (T20) - IANA Functions affected by the oversight functions (Additional sources)

a)	C.2.9.2 Perform Administrative Functions Associated With Root Zone Management
b)	C.2.9.2.a Root Zone File Change Request Management
c)	C.2.9.2.b Root Zone "WHOIS" Change Request and Database Management
d)	C.2.9.2.c Delegation and Redelegation of a Country Code Top Level-Domain (ccTLD)
e)	C.2.9.2d Delegation and Redelegation of a Generic Top Level Domain (gTLD)
f)	C.2.9.2.e Root Zone Automation
g)	C.2.9.2.f Root Domain Name System Security Extensions (DNSSEC) Key Management
h)	C.2.9.2.g Customer Service Complaint Resolution Process (CSCRP)

The following services from Section I that are not part of the IANA Functions Contract are affected by the oversight functions performed by registry operators or TLD managers and the last one is also affected by the oversight functions performed by NTIA:

i) Management of the Repository of IDN Practices
j) Retirement of ccTLD codes

Services b), c), d), e), and j) may be affected by oversight performed by registrants and users.

Regarding the policy sources identified in Section 2A, it is not that they are affected by the oversight discussed above but rather that the policy developed and implemented affects the services provided by the IANA Functions Operator. For example, the IANA oversight performed doesn't influence TLD policies or implementation of those policies but the policies and their implementation determine what TLDs are allowed in the root zone.

2.2.7.3. How is the IANA Functions Operator held accountable?

Here are ways in which the IANA Functions Operator is currently held accountable for the provision of these services:

a) Decision of the ICC will be binding on the Operator.

2.2.7.4. Jurisdiction

The jurisdiction for enforcement will be as per the specific agreements.

3. Proposed Post-Transition Oversight and Accountability Arrangements

3.1. Introduction

In the CWG's discussions, a few elements regarding the transition were broadly supported:

- The current operational performance of the IANA Naming Functions is generally satisfactory to its direct customers, and the community generally believes that the current NTIA oversight arrangement has been successful in ensuring the accountability of the IANA Functions Operator in that role. As such, the objective of the CWG is largely to replicate the roles played by the NTIA in the execution and oversight of the IANA Naming Functions as faithfully as possible, while acknowledging that certain changes will be required to contractual terms and arrangements that are particular to contracts entered into with the U.S. government.
- The CWG does not believe that there is a reason to transition the IANA Naming Functions outside of ICANN concurrent with the IANA Stewardship Transition. Maintaining this part of the status quo implies that the new arrangements post-transition should provide the possibility of replacing ICANN as the IANA Functions Operator at a later date, including by means of a Request for Proposal (RFP) or other tender process.
- The proposed replacement solution should not seek to create another ICANN-like structure with associated costs and complexities.
- The proposal should not seek to replace the role of the ICANN multistakeholder community with respect to policy development for the Names Community, nor to affect existing TLD policies or how they are currently applied by the IANA Functions Operator.
- The existing separation between ICANN as a policy body and ICANN as the IANA Functions Operator needs to be reinforced and strengthened.

It is important to note that many elements of this proposal are interrelated and interdependent with the Enhancing ICANN Accountability Process and thus are subject to the results of the Cross Community Working Group on Enhancing ICANN Accountability ("CCWG-Accountability"). It is generally agreed that the transition must not take place until:

- The requisite accountability mechanisms have been identified by the CCWG-Accountability,
- Accountability mechanisms and other improvements that the community determines are necessary pre-transition have been put in place,
- Agreements and other guarantees are in place to ensure timely implementation of mechanisms that the CCWG-Accountability decides may be implemented post-transition.

The following transition proposal rests on these elements.

3.2. Summary of the transition proposal

At a high level, this proposal seeks to create four structures to replace the oversight role played by the NTIA in the execution of the IANA Naming Functions. Certain key aspects of the NTIA's current role, such as its role in approving changes to the Root Zone and its role as a backstop, are still under consideration by this CWG and may result in additions to this proposal.

- **Contract Co. –** This primary function of this entity (likely a non-profit corporation) is to be signatory to the contract with the IANA Functions Operator. This entity should be lightweight and have little or no staff.

- **Multistakeholder Review Team (MRT)** - The MRT would be a multistakeholder body with formally selected representatives from all of the relevant communities (exact composition TBD). The operation of the MRT would be based on the concept of maximum public transparency. The responsibilities of the MRT will include:
    - Developing the detailed contract terms for the agreement between Contract Co. and the IANA Functions Operator, based on the key contract terms proposed as part of this proposal and set forth as Annex 3
    - Making key decisions for Contract Co. (e.g., whether or not to enter into a rebidding (RFP) process for the operation of the IANA Naming Functions)
    - Conducting the IANA Functions Operator Budget Review
    - Addressing any escalation issues raised by the Customer Standing Committee (CSC) including the possibility of engaging in enforcement
    - Performing certain elements of administration (including periodic performance reviews) currently set forth in the IANA Functions Contract and currently being carried out by the NTIA
    - Managing a re-contracting or rebidding (RFP) process for the operation of the IANA Functions, both as an enforcement option and as part of a regular rebidding procedure

The CWG is in the process of discussing whether there is an additional enforcement role for the MRT related to policy implementation by the IANA Functions Operator; specifically, whether the MRT should be able to commence a proceeding before the Independent Appeals Panel.

- **Customer Standing Committee (CSC)** - While the exact composition is still to be determined, the CSC would primarily be made up of a number of representatives of registry operators, including ccTLD and gTLD registries. Input from the CSC would feed into and inform the work of the MRT. It is possible that the CSC would also include additional individuals with relevant expertise and/or liaisons (or representatives) from other SO/ACs. The CSC would:
    - Work with the MRT to establish Service Levels and Performance Indicators for the performance of the IANA Naming Functions
    - Receive reports from the IANA Functions Operator including regular performance reports

- Review these reports against established service levels and escalate any significant issues to the MRT

- **Independent Appeals Panel (IAP)** - The CWG recommends that all IANA actions which affect the Root Zone or Root Zone WHOIS database be subject to an independent and binding appeals panel. The Appeals Mechanism should also cover any policy implementation actions that affect the execution of changes to the Root Zone File or Root Zone WHOIS and how relevant policies are applied. This need not be a permanent body, but rather could be handled the same way as commercial disputes are often resolved, through the use of a binding arbitration process using an independent arbitration organization (e.g., ICDR, ICC, AAA) or a standing list of qualified people under rules promulgated by such an organization.

3.3. Summary of current arrangements

The following is a summary of the oversight and accountability arrangements currently in place. These are discussed in more detail in section 2B:

- **NTIA acting as the IANA Functions Contract Administrator**. For the purposes of this section, the arrangements associated with this function are further split into:

  - Contracting functions – This includes contract renewal, issuance of RFPs, defining the contract specifications, and selection of the IANA Functions Operator
  - Administration functions – This includes all other functions related to administration of the IANA Functions Operator contract such as administering the Service Level Agreements (SLAs) component of the IANA Functions Contract.
- **Independent Review of Board Actions** – The ICANN Bylaws provide for a limited Independent Review of Board Actions. This applies to the delegation and redelegation of ccTLDs, which require ICANN Board approval prior to being submitted to the NTIA. The IRP also applies to Board actions regarding gTLDs such as policy approval and implementation plan approval.
- **NTIA acting as the Root Zone Management Process Administrator** – This role can be described as the "Final Authorization Authority" for changes to the Root Zone File and Root Zone WHOIS for the Top Level Delegations.
- **Applicability of local law for the administration by the IANA Functions Operator of ccTLD's associated with a specific country or territory** – Section 1.2 of the GAC Principles 2005 describes this quite well: "*The main principle is the principle of subsidiarity. ccTLD policy should be set locally, unless it can be shown that the issue has global impact and needs to be resolved in an international framework. Most of the ccTLD policy issues are local in nature and should therefore be addressed by the local Internet Community, according to national law*".
- **Additional sources of accountability for a limited number of ccTLDs** - There are additional sources of accountability for the limited number of ccTLDs that have formal Sponsorship Agreements or Frameworks of Accountability with ICANN. These types of agreements have independent dispute resolution clauses referring to the International

Chamber of Commerce ("ICC") to settle disagreements between the parties which are applicable to all decisions, actions, or inactions by the IANA Functions Operator with respect to such ccTLDs.

3.3 Continuation of existing arrangements

- Independent Review of Board Actions – the CWG may propose that this becomes binding under certain circumstances directly related to IANA; no other changes proposed.

    - This arrangement is independent of the NTIA functions and can continue without NTIA involvement in IANA Functions. The independent review of Board actions is applicable to all ICANN Board actions which include non-DNS decisions and as such may be beyond the scope of this CWG's charter. However, in the absence of NTIA oversight and accountability, the CWG is considering whether this review should be binding with regard to delegation/redelegation decisions, and possibly with regard to other decisions directly affecting IANA or the IANA Functions. The CWG will propose arrangements to ensure that all of the IANA Functions Operator's actions related to TLDs are subject to a similar process.

- Applicability of local law for the administration by the IANA Functions Operator of ccTLD's associated with a specific country or territory – no changes proposed.

    - This arrangement is independent of the NTIA functions and can continue without NTIA involvement in IANA Functions. It is also beyond the scope of the CWG charter to propose modifications to the policies applied to ccTLDs by the IANA Functions Operator.

- Additional sources of accountability for a limited number of ccTLDs – no changes proposed.

    - This arrangement is independent of the NTIA functions and can continue without NTIA involvement in IANA Functions. These additional sources of accountability are part of formal contractual type arrangements between specific ccTLDs and ICANN and as such are beyond the scope of the CWG charter. As mentioned in the Independent Review of Board Actions the CWG will propose changes to the current arrangements to provide similar arrangements as these additional sources of accountability for all TLDs.

3.4. Changes to existing arrangements

The CWG's proposed changes to existing oversight and accountability arrangements performed by the NTIA are based on the concept that the individual arrangements do not all have to be carried out by a single entity that would act as a wholesale replacement of the NTIA in these matters. Rather, we envision that a different group or entity would carry out each individual arrangement, replacing the NTIA. These groups or entities would each have a limited and

clearly defined mandate and would be interrelated at the functional level where the overall objective is to ensure effective replacement of the NTIA, while limiting the likelihood of capture or of duplication of the roles of the existing ICANN multistakeholder model. The IANA Functions Contract between ICANN and the NTIA would be replaced by a contract between ICANN and an independent entity.

3.4.1. NTIA acting as the IANA Functions Contract Administrator – contracting functions

The CWG suggests replication of the existing arrangement, with a formal contract between the IANA Functions Operator (currently ICANN) and an independent entity (currently the U.S. Department of Commerce/NTIA). Because the NTIA will no longer be the IANA Functions Contract Administrator, it will be replaced by another entity as party to a contract with the IANA Functions Operator. The CWG is proposing that this entity would likely be a newly formed non-profit corporation ("Contract Co."). The primary function of this new corporation would be to enter into a contract with the IANA Functions Operator for the IANA Functions. As such, Contract Co. needs to be a legal entity capable of entering into contracts. Contract Co. could also be used as a vehicle to enforce the provisions of its contract with the IANA Functions Operator if advised to do so by the Multistakeholder Review Team (see below). This entity would be lightweight, with little or no staff, and would take its direction in all matters exclusively from the Multistakeholder Review Team, which is described in the next section. The role of such staff (if any) would be limited to taking care of clerical functions and carrying out instructions of the MRT. The organizational documents for Contract Co. (e.g., articles of incorporation, bylaws) would carefully circumscribe and limit the purpose and scope of the company and the powers of the directors, in order to minimize the possibility of "capture" of Contract Co or actions by Contract Co. beyond its defined scope.

3.4.2. NTIA acting as the IANA Functions Contract Administrator – administration functions.

This arrangement will be further split into two parts, carried out by the Customer Standing Committee (CSC) and the Multistakeholder Review Team (MRT).

3.4.2.1. Customer Standing Committee

The CWG is proposing that the CSC take on the NTIA's responsibilities with respect to managing the IANA Functions Operator's reports on performance. The CSC would take on certain duties currently performed by the Contracting Officer (CO) or Contracting Officer's Representative (COR) per the NTIA Contract with the IANA Functions Operator. The CSC would be primarily made up of a number of representatives of registry operators; it is possible that liaisons or representatives from other SO/ACs, as well as other individuals with relevant expertise, will also form part of the CSC (exact composition and manner of selection TBD). Input from the CSC would feed into and inform the work of the MRT. The CSC would receive and review IANA Functions Operator reports and escalate any significant issues to the MRT. Specifically, the CSC would take on the duties currently performed by the CO or COR for the following items currently required by the NTIA Contract and expected to be required by the post-transition IANA Functions Contract:

- C.2.9.2.c (receive and review) Delegation and Redelegation of a Country Code Top Level-Domain (ccTLD) reports
- C.2.9.2.d (receive and review) Delegation and Redelegation of a Generic Top Level Domain (gTLD)) reports
- C.4.2 (receive and review) Monthly Performance Progress Report
- C.4.3 (monitor and review performance of) Root Zone Management Dashboard
- C.5.1 Audit Data – (receive and review annual report)
- C.5.2 (receive and review) Root Zone Management Audit Data
- C.5.3 External Auditor (ensure performance of, receive and review results)

3.4.2.2. Multistakeholder Review Team (MRT)

The CWG is proposing that the MRT take on a number of the NTIA's responsibilities identified in the IANA Functions Contract which are not covered by the CSC, as well as several additional responsibilities. The MRT would be a multistakeholder body with seats allocated to all relevant communities (exact composition TBD). Representatives would be formally selected by their communities. Representatives to the MRT would not be paid. It is expected that the MRT would likely meet in conjunction with ICANN meetings to minimize costs and that remote participation options would be provided. The MRT would meet annually to review overall IANA Functions Operator performance and other concerns. It would also be convened on an ad hoc basis to address issues as they are escalated by the CSC. The operation of the MRT would be based on the concept of maximum public transparency. The responsibilities of the MRT will include:

- Making decisions for Contract Co. which would include:
  - Contracting decisions, including:
    - Identifying terms for the agreement with the IANA Functions Operator for the execution of the naming-related functions;
    - Managing a rebidding (RFP) process in the case of performance deficiencies and as part of a regular rebidding process;
    - Selection of the IANA Functions Operator for naming-related Functions pursuant to any rebidding (RFP) process;
    - Renewal or termination of the IANA Functions Contract for naming-related functions and;
    - Selection of professional advisors to draft / modify contract language;
  - Budget Review
    - The MRT would meet annually with ICANN staff during the course of the development of ICANN's annual budget to review and discuss ICANN's proposed budget for the IANA Naming Functions and to discuss funding for improvements to

the IANA Naming Functions and the introduction of new services, as deemed necessary by the MRT

- Addressing any escalation issues raised by the CSC
  - Communicating with the IANA Functions Operator and/or directly affected parties to address such issues; and
  - Engaging in other enforcement behavior up to and including initiating a termination for breach and/or rebidding (RFP) procedure

- Performing certain elements of administration currently set forth in the IANA Functions Contract and currently being carried out by the NTIA
  - C.2.12.a Program Manager (evaluation of).
  - C.3.2 Secure Systems Notification (evaluation of).
  - C.4.1 Meetings – (perform) Program reviews and site visits shall occur annually.
  - C.4.5 (participate in the development of, receive and review) Customer Service Survey (CSS)
  - C.4.4 (receive and review) Performance Standards Reports
  - C.4.6 (receive and review) Final Report
  - C.4.7 (provide) Inspection and Acceptance
  - C.5.1 Audit Data – (receive and review annual report)
  - C.5.2 (receive and review) Root Zone Management Audit Data
  - C.5.3 External Auditor (ensure performance of, receive and review results)
  - C. 6 Conflict of interest requirements (annual validation that the contractor is meeting stated requirements)
  - C. 7 Continuity of Operations (annual validation that the contractor is meeting stated requirements)

3.4.3. NTIA acting as the Root Zone Management Process Administrator

Currently IANA must submit a request for all changes to the Root Zone or Root Zone WHOIS database[78] to the NTIA. NTIA verifies the request and then authorizes the Root Zone Maintainer to make the change. The CWG is considering whether to replace this process with the following:

3.4.3.1. Public posting of all IANA change requests

IANA will be required to publicly post all requests for changes to the Root Zone File or the Root Zone WHOIS database as a notification that a change is being made. IANA will also continue to be required to produce and publish Delegation and Redelegation Reports.

[78] From the Operator Technical Proposal Volume 1 available at https://www.icann.org/en/system/files/files/contract-i-1-31may12-en.pdf

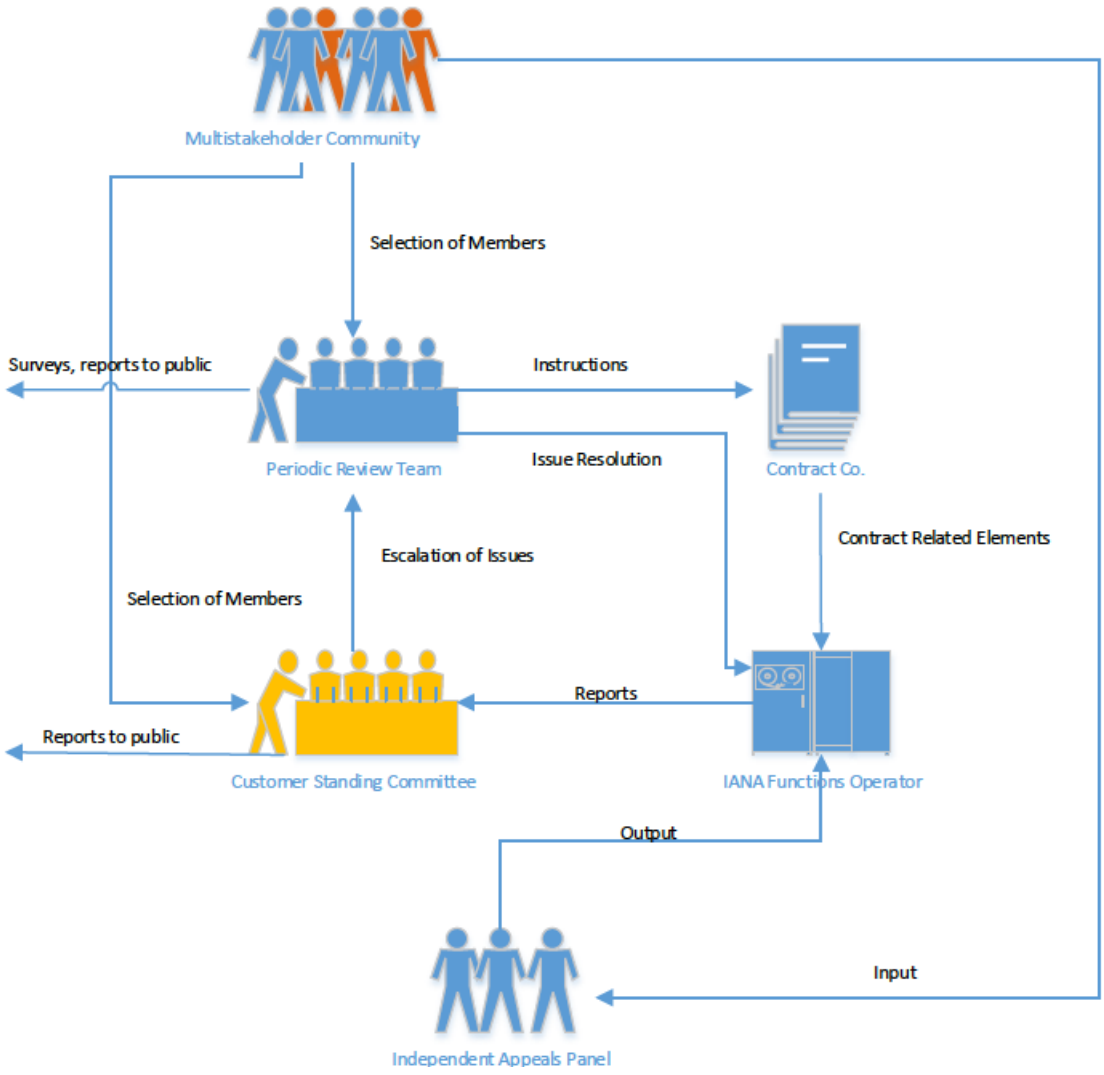
3.4.3.2. Independent certification for delegation and redelegation requests

The CWG is considering replacing the authorization role, at least with regard to ccTLDs, with a written opinion from counsel (independent of ICANN) that each delegation and redelegation request meets the policy requirements cited in the publicly posted reports. The CWG is still in the process of discussing whether and how to replace the authorization role currently played by the NTIA with respect to delegation and redelegation requests, especially those for gTLDs.

3.4.3.3. Independent Appeals Panel

The CWG recommends that all decisions and actions (including deliberate inaction) of the IANA Functions Operator that affect the Root Zone or Root Zone WHOIS database be subject to an independent and binding appeals panel. The Appeals Mechanism should also cover any policy implementation actions that affect the execution of changes to the Root Zone File or Root Zone WHOIS and how relevant policies are applied. Where disputes arise as to the implementation of "IANA related policies." By way of example, this mechanism could be used in disputes over the consistency of ccTLD delegation or redelegation decisions with accepted policy and would provide the affected parties recourse to an Independent Appeals Panel. Appeals would be available to customers of IANA, and likely to other parties who feel that they were affected by an IANA action or decision. The CWG generally believes that this panel need not be a permanent body, but rather could be handled the same way as commercial disputes are often resolved, through the use of a binding arbitration process, an independent arbitration organization, such as the ICC, ICDR or AAA, or a standing list of qualified panelists under established rules promulgated by such an organization. In any case, the CWG recommends that a three person panel would be used, with each party to a dispute choosing one of the three panelists, with these two panelists choosing the third panelist.

Functionally and conceptually these are represented in the following diagram, and in the Flow Charts attached as Annex 4:



3.4.4. IANA Functions Contract between ICANN and the NTIA

The IANA Functions Contract between ICANN and the NTIA would be replaced by a contract between ICANN and Contract Co. As a general matter, the provisions of the agreement setting forth the performance requirements of ICANN and IANA would be retained. (A number of these continuing provisions have been referred to above.) In contrast, provisions unique to contracting with the United States Government would not be retained.

The CWG will create a term sheet with key provisions required to be in the first contract between ICANN and Contract Co. A high level summary of many key provisions under consideration can be found in Annex 5 to this document. The CWG or the MRT will be responsible for drafting the first post-transition IANA Functions Contract based on these key

provisions. The Contract Co., at the direction of the MRT, will be responsible for entering into the post-transition IANA Functions Contract. Future (post-transition) revisions to and evolution of the contract, when and where appropriate, will be the responsibility of the MRT.

The contract will be for a limited duration, the length of which is still under consideration by the CWG. The CWG is also considering whether a rebidding (RFP) process will be mandatory when the contract expires or is terminated, or if this will be left to the MRT to decide at that time.

KEY TERMS FOR POST-TRANSITION IANA CONTRACT

- All terms are subject to further review and discussion
- Terms in current IANA Contract are red
- Terms in current IANA Contract but revised for dates or change in parties from NTIA are in blue
- Terms in current IANA Contract but more significantly revised are in purple
- New terms are in **black**
- Terms in [square brackets] are placeholders only
- Terms connected by "*or*" are alternatives
- TBD means To Be Determined

PROVISION	SUMMARY OF KEY TERMS	Compare to Current IANA Contract
PARTIES	• The Parties to this Agreement are: ○ ICANN (ICANN, Contractor, IANA Functions Operator ○ "Contract Co." Any act, duty, responsibility, privilege or obligation accorded herein to Contract Co. shall be performed by the Customer Standing Committee (CSC) or the Multistakeholder Review Team (MRT), as noted below.	
DURATION		F
Term	• The period of performance of this contract is: October 1, 2015 – **[**TBD**]**	F.1, I.70
Option Terms	• The MRT may extend the term of this contract by written notice to the Contractor within 15 calendar days before the expiration of the contract; provided that the MRT gives the Contractor a preliminary written notice of its intent to extend at least 30 calendar days before the contract expires. The preliminary notice does not commit the MRT to an extension. • If the MRT exercises this option, the extended contract shall be considered to include this option clause. • The option periods are : • Option Term I: TBD to TBD • Option Term II: TBD to TBD • The total duration of this contract, including the exercise of	I.59, I.70

PROVISION	SUMMARY OF KEY TERMS	Compare to Current IANA Contract
	any options under this clause, shall not exceed [TBD] years.	
Contract Extension	• The MRT may require continued performance of any services within the limits of the contract. The extension option may be exercised more than once, but the total extension of performance hereunder shall not exceed 12 months. The MRT may exercise the option by written notice to the Contractor within 15 calendar days of expiration of the contract.	I.58
TERMINATION FOR CAUSE; ESCALATION	• In the event of a material breach by Contractor of any provision of this agreement, the MRT may provide written notice of breach to Contractor. Email notice shall constitute written notice. • Within 2 workdays after receipt of the breach notice, the primary contacts for the MRT and Contractor shall meet and discuss the resolution of such breach. Within 5 workdays after receipt, Contractor shall provide a written resolution plan to the MRT, for the MRT's approval within 5 workdays of receiving the resolution plan, approval not to be unreasonably withheld. Upon approval, Contractor shall work diligently to resolve the breach within 30 days of MRT's approval of the resolution plan. • If Contractor is unable to resolve the breach on a timely basis to the MRT's reasonable satisfaction, or if the MRT and the Contractor are unable to reach a resolution plan on a timely basis, senior management of Contractor and the MRT shall meet to resolve the breach. • If Contractor and MRT are unable to resolve the breach, MRT may terminate the agreement by written notice, effective immediately upon receipt by Contractor. However, MRT may require Contractor to perform all of its duties and obligations under the Agreement for up to 1 year, so that the MRT may identify and enter into an agreement with a new party as contractor for the performance of the IANA Functions. • If Contractor files for bankruptcy or is deemed insolvent, Contracting Entity may terminate this agreement immediately upon written notice to Contractor.	
COST/PRICE	• No charge to Contracting Entity. • Contractor may establish and collect fair and reasonable fees from third parties, subject to the MRT's approval. • Fees, if any, will be based on direct costs and resources. • After one year of charging fees, Contractor must collaborate with all Interested and Affected Parties to develop the fee structure and a method to tracks costs for each IANA function. Contract must submit copies of the above and a description of the collaboration efforts to the MRT. • "Interested and Affected Parties" means the	B.2

PROVISION	SUMMARY OF KEY TERMS	Compare to Current IANA Contract
	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	
CONSTRUCTIVE WORKING RELATIONSHIPS	Contractor must maintain constructive working relationships with all Interested and Affected Parties to ensure quality and satisfactory performance	C.1.3
CONTRACTOR REQUIREMENTS		
Subcontracting; [U.S. Presence Requirements]	• No subcontracting • [Contractor must be U.S. owned and operated, incorporated and organized under U.S. law.] • [Primary IANA functions must be performed in the U.S.] • [Contractor must have a U.S. physical address.]	C.2.1
Performance of IANA Functions	• 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. • Contractor must treat each IANA function with equal priority and process all requests promptly and efficiently.	C.2.4
Separation of Policy Development and Operational Roles	IANA staff members will not initiate, advance, or advocate any policy development related to the IANA functions.	C.2.5
[Functional Separation]	[ICANN will maintain IANA as a functionally separate division within ICANN. ICANN will seek to enhance the separability of IANA and/or the IANA functions from ICANN, to the extent possible without undue expense]	
Transparency and Accountability	Contractor shall collaborate with all Interested and Affected Parties to develop and post user instructions including technical requirements for each IANA function.	C.2.6
Responsibility and Respect for Stakeholders	Contractor 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	C.2.7
Performance; [Service Levels]	Contractor shall collaborate with all Interested and Affected Parties to develop, maintain, enhance and post performance standards for each IANA function. [Contractor and theMRTshall develop a Service Level Agreement (SLA) as an annex hereto for the performance of these functions, subject to the approval of the MRT, not to be unreasonably withheld].	C.2.8
Internet Assigned Numbers Authority (IANA) Functions	IANA functions include (1) the coordination of the assignment of technical Internet protocol parameters; (2) the administration of certain responsibilities associated with the Internet DNS root zone management; (3) the allocation of Internet numbering resources; and (4) other services related	C.2.9

PROVISION	SUMMARY OF KEY TERMS	Compare to Current IANA Contract
	to the management of the ARPA and INT top-level domains (TLDs)	
[Independent Evaluator]	[TheMRTshall appoint an evaluator assigned to verify that a root zone change request followed all applicable policies and procedures and authorize such change before it is implemented by the RZM. The independent evaluator shall be appointed for set contract periods of [3] years with the possibility of renewal at the agreement of both parties. TheMRTshall be empowered to reassign or terminate the evaluator due to a finding of a conflict of interest or a determination that the evaluator failed to properly perform its duties.]	
Perform Administrative Functions Associated With Root Zone Management	• Contractor will facilitate and coordinate the root zone of the DNS and maintain 24/7 operational coverage. • Process flow for root zone management involves three roles that are performed by [three] different entities: ○ Contractor as the IANA Functions Operator ○ [[the MRT] *or* [the Independent Evaluator] as the Administrator]] ○ VeriSign (or its successor as designated by [the MRT]) as the RZM. • Contractor shall work collaboratively with [the Administrator and] the RZM	C.2.9.2
Root Zone File Change Request Management	• Contractor will receive and process 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. • Contractor shall process root zone file changes as expeditiously as possible	C.2.9.2.a
Root Zone "WHOIS" Change Request and Database Management	• Contractor will maintain, update, and make publicly accessible a Root Zone "WHOIS" database with current and verified contact information for all TLD registry operators, at a minimum: ○ TLD name; ○ the IP address of the primary nameserver and secondary nameserver for the TLD; ○ the corresponding names of such nameservers; ○ the creation date of the TLD; ○ name, address, email, phone and fax numbers of the TLD registry operator; ○ name, address, email, phone and fax numbers of the technical contact for the TLD registry operator; ○ name, postal address, email address, phone and fax numbers of the administrative contact for the TLD registry operator; ○ reports;	C.2.9.2.b

PROVISION	SUMMARY OF KEY TERMS	Compare to Current IANA Contract
	○ date record last updated; ○ any other information relevant to the TLD requested by the TLD registry operator. • Contractor shall receive and process root zone "WHOIS" change requests for TLDs.	
Delegation and Redelegation of a Country Code Top Level -Domain (ccTLD)	• Contractor 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, the Contractor 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. • Contractor shall also take into account the relevant national frameworks and applicable laws of the jurisdiction that the TLD registry serves. • Contractor shall submit its recommendations to the **[[**CSC**]** *or* **[**MRT**]** *or* **[**RZM**]** *or* **[**Independent Evaluator**]]** via a Delegation and Redelegation Report.	C.2.9.2.c
Delegation and Redelegation of a Generic Top Level Domain (gTLD)	• Contractor shall verify that all requests related to the delegation and redelegation of gTLDs are consistent with the procedures developed by ICANN. • In making a delegation or redelegation recommendation, the Contractor must provide documentation verifying that ICANN followed its own policy framework including specific documentation demonstrating how the process provided the opportunity for input from relevant stakeholders and was supportive of the global public interest. • Contractor shall submit its recommendations to the **[[**CSC**]** *or* **[**MRT**]** *or* **[**RZM**]** *or* **[**Independent Evaluator**]]** via a Delegation and Redelegation Report.	C.2.9.2.d
Root Zone Automation	• Contractor shall work with **[**the CSC and**]** the RZM, and collaborate with all Interested and Affected Parties, to deploy a fully automated root zone management system promptly, including, at a minimum: ○ a secure (encrypted) system for customer communications ○ an automated provisioning protocol allowing customers to manage their interactions with the root zone management system ○ an online database of change requests and subsequent actions whereby each customer can see a record of their historic requests and maintain visibility into the progress of their current requests; ○ test system, which customers can use to meet the technical requirements for a change request	C.2.9.2.e

PROVISION	SUMMARY OF KEY TERMS	Compare to Current IANA Contract
	○ an internal interface for secure communications between the Contractor, **[**the CSC,**]** and the RZM.	
Root DNSSEC Key Management	• Contractor shall be responsible for the management of the root zone Key Signing Key (KSK), including generation, publication, and use for signing the Root Keyset.	C.2.9.2.f
Customer Service Complaint Resolution Process (CSCRP)	• Contractor will work with the MRT and all Interested and Affected Parties to maintain and improve the process for IANA function customers to submit complaints for timely resolution • Process must follows industry best practice and include a reasonable timeframe for resolution.	C.2.9.2.g
.INT TLD	• Contractor shall operate the .INT TLD within the current registration policies for the TLD. • If the MRT designates a successor registry, the Contractor will facilitate a smooth transition.	C.2.9.4
Inspection Of All Deliverables And Reports Before Publication	• The MRT will perform final inspection and acceptance of all deliverables and reports articulated in Section C.2 Contractor Requirements. • Prior to publication/posting of reports the Contractor shall obtain approval from the MRT, not to be unreasonably withheld.	C.2.11
ICANN To Provide Qualified Program Manager	• Contractor 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). • The IANA Functions Program Manager organizes, plans, directs, staffs, and coordinates the overall program effort; manages contract and subcontract activities as the authorized interface with the MRT and CSC and is responsible for the following: ➢ Shall be responsible for the overall contract performance and shall not serve in any other capacity under this contract. ➢ Shall have demonstrated communications skills with all levels of management. ➢ Shall meet and confer with the CSC (and, when necessary, the MRT) regarding the status of specific contractor activities and problems, issues, or conflicts requiring resolution. ➢ Shall be capable of negotiating and making binding decisions for Contractor. ➢ Shall have extensive experience and proven expertise in managing similar multi-task contracts of this type and complexity.	C.2.12.a

PROVISION	SUMMARY OF KEY TERMS	Compare to Current IANA Contract
Key Personnel	• The Contractor shall assign to this contract the following key personnel: ○ IANA Functions Program Manager ○ IANA Function Liaison for Root Zone Management	C.2.12.b
Changes to Key Personnel	• Contractor shall obtain CSC 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 CSC 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 CSC. The CSC will notify the Contractor within 10 working days after receipt of all required information of the decision on substitutions. The contract will be modified to reflect any approved changes.	H.8
Budget Meetings	**[**The MRT**]** will meet **[**annually**]** with the President of Contractor to review and approve the budget for the IANA Naming Services for the next **[**three**]** years.	
TRANSPARENCY OF DECISION-MAKING	To enhance consistency, predictability and integrity in decision-making of IANA related decisions, Contractor shall: • Continue the current practice of public reporting on naming related decisions • Make public all recommendations by Contractor on naming related decisions • Agree not to redact any Board minutes related to naming decisions • Have the President and Board Chair sign an annual attestation that it has complied with the above provisions • Provide IANA 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.	
SECURITY REQUIREMENTS	Retain from current IANA Contract	C.3
PERFORMANCE METRIC REQUIREMENTS		
Program Reviews and Site Visits	• Program Reviews shall be conducted monthly • Site Visits shall be conducted annually	C.4.1

PROVISION	SUMMARY OF KEY TERMS	Compare to Current IANA Contract
Monthly Performance Progress Report	• Contractor shall prepare and submit to the CSC 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.	C.4.2
Root Zone Management dashboard	• Contractor shall work collaboratively with **[**the CSC 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
Performance Standards Reports	• Contractor shall publish reports for each discrete IANA function consistent with Section C.2.8. 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
Customer Service Survey	• Contractor shall collaborate with the CSC 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, the Contractor shall submit the CSS Report to the CSC and publicly post the CSS Report.	C.4.5
Final Report	• Contractor 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. The Contractor shall submit the report to the CSC no later than 30 days after expiration of the contract.	C.4.6
Inspection and acceptance	• The CSC will perform final inspection and acceptance of all deliverables and reports articulated in Section C.4. • Prior to publication/posting of reports, the Contractor shall obtain approval from the CSC, not to be unreasonably withheld.	C.4.7
AUDIT REQUIREMENTS	Retain provisions from current IANA Contract except that CSC will perform duties of Contract Officer (CO) and Contract Officer Representative (COR)	C.5

PROVISION	SUMMARY OF KEY TERMS	Compare to Current IANA Contract
CONFLICT OF INTEREST REQUIREMENTS	Retain provisions from current IANA Contract except that CSC or MRT will perform duties of CO and COR	C.6, H.9
CONTINUITY OF OPERATIONS	Retain provisions from current IANA Contract except that CSC will perform duties of CO and COR	C.7
PERFORMANCE EXCLUSIONS		
Contractor not authorized to make changes to Root Zone; link to VeriSign Cooperative Agreement	Contractor not authorized to make modifications, additions, or deletions to the root zone file or associated information. (This contract does 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
Contractor not to change policies and procedures or methods	Contractor not authorized to make material changes in the policies and procedures developed by the relevant entities associated with the performance of the IANA functions. The Contractor shall not change or implement the established methods associated with the performance of the IANA functions without prior approval of the CSC.	C.8.2
Relationship to other contracts	The performance of the functions under this contract, including the development of recommendations in connection with Section C.2.9.2, shall not be, in any manner, predicated or conditioned on the existence or entry into any contract, agreement or negotiation between the Contractor and any party requesting such changes or any other third-party. Compliance with this Section must be consistent with C.2.9.2d.	C.8.3
Baseline Requirements for DNSSEC in the Authoritative Root Zone	The performance of the functions under this contract, including the development of recommendations in connection with Section C.2.9.2, shall not be, in any manner, predicated or conditioned on the existence or entry into any contract, agreement or negotiation between the Contractor and any party requesting such changes or any other third-party. Compliance with this Section must be consistent with C.2.9.2d.	2
INSPECTION AND ACCEPTANCE	CSC 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 this Contract. Any deficiencies shall be corrected by the Contractor and resubmitted to the CSC within ten (10) workdays after notification	E
INTELLECTUAL PROPERTY		

PROVISION	SUMMARY OF KEY TERMS	Compare to Current IANA Contract
Patents and Copyrights	Contractor shall assign, and shall cause any employees or contractors to assign, all rights in any patentable subject matter and any patent applications for inventions created by the Contractor during the course of Contractor's duties hereunder. This agreement is a "work for hire" agreement and the Contracting Entity shall be deemed the author and shall own all copyrightable works created by the Contractor hereunder, and all copyright rights thereto. In the event this is not deemed a work for hire agreement, Contractor hereby assigns ownership of the copyrightable works and copyrights to the Contracting Entity. Contractor shall license back these patents and copyrights to Contractor for the duration of this Agreement solely to the extent necessary for Contractor to perform its obligations under this Agreement. This license shall be non-exclusive and royalty-free.	H.2
CONFIDENTIALITY AND DATA PROTECTION	The Agreement will contain reasonable and customary provisions relating to confidentiality and data protection.	H.10
INDEMNIFICATION	Contractor shall indemnify, defend and hold harmless the Contracting Entity, theMRTand the CSC from all claims arising from Contractor's performance or failure to perform under this Agreement.	H.13

4. Transition Implications - In development

5. NTIA Requirements – In development

6. Community Process – In development

Note: This section will largely be based on section C of this document titled Process to date.

C - Process to date

1. Establishing the CWG

In March 2014 the National Telecommunications and Information Administration (NTIA) has requested that ICANN "convene a multistakeholder process to develop a plan to transition the U.S. government stewardship role" with regard to the IANA Functions and related root zone management. In making its announcement[79], the NTIA specified that the transition proposal must have broad community support and meet the following principles:

- Support and enhance the multistakeholder model
- Maintain the security, stability, and resiliency of the Internet DNS
- Meet the needs and expectation of the global customers and partners of the IANA services
- Maintain the openness of the Internet.

NTIA also specified that it would not accept a proposal that replaces the NTIA role with a government-led or an intergovernmental organization solution.
On June 6 ICANN proposed the creation of an IANA Stewardship Transition Coordination Group (ICG) "responsible for preparing a transition proposal reflecting the differing needs of the various affected parties of the IANA functions.". In July 2014 the ICG was established, comprising of 30 members representing 13 communities which developed its charter.

According to this charter[80], the ICG has one deliverable: a proposal to the NTIA regarding the transition of NTIA's stewardship of the IANA functions to the global multistakeholder community. For that matter the ICG's mission is to coordinate the development of a proposal among the communities affected by the IANA Functions, which are divided into three main categories: domain names, number resources , and other protocol parameters. The ICG noted that the domain name category divides further into the country code and generic domain sub-categories. In the ICG charter, it also noted that "while there is some overlap among all categories, each poses distinct organizational, operational and technical issues, and each tends to have distinct communities of interest and expertise."

To achieve its deliverable the ICG identified four main tasks, which include among others, the task to solicit proposals from the three operational communities, and solicit the input of the broad group of communities affected by the IANA functions. In order to address this task, the ICG seeks complete formal responses to its Request For Proposal (RFP)[81], through processes that are convened by each of the "operational communities" of IANA (i.e. those with direct

[79] http://www.ntia.doc.gov/press-release/2014/ntia-announces-intent-transition-key-internet-domain-name-functions
[80] https://www.icann.org/en/system/files/files/charter-icg-27aug14-en.pdf
[81] https://www.icann.org/en/system/files/files/rfp-iana-stewardship-08sep14-en.pdf

operational or service relationships with the IANA functions operator, in connection with names, numbers or protocol parameters).

In anticipation of the charter of the ICG, the operational community in connection with IANA names function, the ccNSO and GNSO, took the initiative to create a cross-community working group to develop a proposal for the transition of NTIA's stewardship in relation to the naming related functions. At the ICANN 50 meeting in London, June 2014, the GNSO, ccNSO, ALAC and the SSAC establish a drafting team to prepare a charter for such a CWG, which was finalized by mid August 2014. The charter was approved by the GNSO, ccNSO, ALAC and SSAC, each in accordance with its own rules and procedures. The charter of the CWG as approved is included in Annex 1.

Following the approval of the charter, the chartering Supporting Organizations and Advisory Committees listed in the previous paragraph, selected members for the CWG, again in accordance with their own rules of procedure. Besides actively participating in the work of the CWG, members of the CWG are expected to solicit, and communicate the views and concerns of individuals in the organization that appoints them. The list of the 19 members, their affiliation, originating organizations and geographic regions are included in Annex 3. Separately, and in accordance with the charter of the CWG, a call for participants was sent out to invite all those who are interested in the work of the CWG. The list of names of the 103 participants from the community, their affiliation, if any, and originating Geographic Region is also included in Annex 3. Further, in accordance with the charter of the CWG members and participants have submitted statements of interests.[82]

Working methods of the CWG

The CWG agreed, after two readings of its work plan, to divide its work into the following items, which are derived from and in accordance with the RFP from the ICG:

1. Description of Community's Use of IANA Functions (RFP 1)

2A. Existing, Pre-Transition Arrangements - Policy Sources

2B. Existing, Pre-Transition Arrangements - Oversight and Accountability

3. Proposed Post-Transition Oversight and Accountability Arrangements (RFP 4)
4. Transition Implications (RFP 4)
5. NTIA Requirements (RFP 5)
6. Community Process (RFP 6)

In addition the CWG agreed to work on two additional items:

- Existing, Pre-Transition Arrangements, NTIA IANA Functions Contract Triage. The goal is to inform the CWG itself in its work and create a better understanding of the elements in the IANA Functions contract for the work of the CWG.
- Principles: For internal purposes the CWG agreed to develop a set of principles and criteria on which the CWG itself could base its (draft) proposals and against which these could be tested.

[82] https://community.icann.org/x/wRjxAg

In order to meet the timelines set out by the ICG, the CWG also agreed to work against the following schedule:

- **1 December**: publication date for Draft Proposal for Public Comment
- **1 – 22 December**: given the short timeframe ahead, the CWG developed a timeline with the minimum 21-day Public Comment period, and hope that interested parties will endeavor to submit comments on the Draft Proposal within the designated period
- **3 – 4 December**: the CWG will host 3 public webinars to present the Draft Proposal and engage with broader community about progress to date
- **19 January**: submission of CWG Final Proposal to chartering organizations
- **31 January**: CWG planned submission of Final Proposal to ICG

For each of the work items identified above sub-groups were formed, with volunteer rapporteurs and internal coordinators, with the exception of RFP Section 6. These sub-groups were created to focus the work of the group on the requirements of the ICG requirements and associated issues and develop initial drafts. The sub-groups report back to the full CWG, both on-line and during the CWG meetings, and their output discussed, edited and ultimately accepted by the CWG as a whole, in accordance with the decision-making rules defined in the charter of the CWG[83].

To date (1 December 2014) the section in the draft proposal relating to RFP Sections 1, 2A and 2B, and a high–level overview of the Proposed Post-transition Oversight and Accountability Arrangement (RFP Section 3) have been agreed upon in accordance with the aforementioned process. The underlying material and evolution of drafts can be viewed at the document repository of each of the sub-groups[84].

Meetings of CWG to date

The full CWG (members and participants) met the first time by conference call on 6 October 2014. The agenda, chat transcript, notes and other material relating to this and successive meetings are available at the Wiki space of the CWG at: https://community.icann.org/x/37fhAg. Subsequent meetings of the full CWG conference calls were held on:

- 22 October
- 30 October
- 4 November
- 13 November
- 27 November

The CWG also conducted two face-to-face meetings:

- Full CWG on 13 October during the ICANN Los Angeles meeting

[83] CWG Charter, Section V: Rules of Engagement: https://community.icann.org/x/2grxAg

[84] https://community.icann.org/x/UQ3xAg

- Special two-day f-2-f meeting 19 and 20 November 2014, in Frankfurt, Germany. The co-chairs published a statement following the meeting, which is available at: https://www.icann.org/news/announcement-2-2014-11-20-en

Following the agreed working methods, the following sub-groups had separate meetings:

- Sub-Group RFP 3: Proposed Post-transition Oversight and Accountability Arrangements
    - 6 November 2014
    - 12 November 2014
    - Special session following the full CWG meeting, 13 November 2014.

  All meeting materials of these sessions are available at: https://community.icann.org/x/ESrxAg

- Sub-Group RFP 4: Transition Implication
    - 25 November 2014
    - 28 November 2014

  All meeting materials of these sessions are available at: https://community.icann.org/x/EyrxAg

Email lists have been created for the full CWG and each of the sub-groups. All emails on these lists are archived and can be found at: https://community.icann.org/x/Wg3xAg

Outreach and engagement activities of CWG groups to date

Outreach and engagement by the ccNSO-appointed members

- March 2014 – ICANN 49 Meeting in Singapore: ccNSO Sessions on IANA Stewardship Transition (http://ccnso.icann.org/meetings/singapore49/agenda.htm)
- June 2014 – ICANN 50 Meeting in London: ccNSO Sessions IANA Stewardship Transition (http://ccnso.icann.org/meetings/london50/agenda.htm)
- June 2014 – The ccNSO created special email list to reach out to all ccTLD managers, independent of membership of the ccNSO
- June 2014 – Membership of he CWG was sought from among all ccTLDs. As a result two of the five members of the ccNSO appointed members on the CWG are from ccTLDs who are not members of the ccNSO
- October 2014 – ICANN 51 Meeting in Los Angeles: ccNSO Sessions on IANA Stewards Transition Process. Panel discussion on process and scope of IANA Stewardship Transition Process and ccTLD panel discussion on issues pertaining to IANA Stewardship Process from a ccTLD perspective (http://ccnso.icann.org/meetings/los-angeles51/agenda.htm)
- August-November 2014 – Sessions in Regional ccTLD Organizations on issues pertaining to IANA Stewardship Process (e.g. http://www.aptld.org/system/files/share/1/brisbane_meeting_program_2014_v_5.pdf)
- November 2014 – The ccNSO-appointed members of the CWG, in close collaboration with the Regional ccTLD Organizations (AFTLD, APTLD, CENTR and LACTLD), conducted a survey among all ccTLDs, including IDN ccTLDs, to seek their input and preferences with

respect to IANA Stewardship Transition, to inform the discussions and deliberations of the CWG. Approximately 110 out of 280 ccTLDs responded. To prepare the ccTLD community for this survey, the ccTLD members of the CWG conducted webinars. The results of the survey are publicly available at: http://ianaso.org. The results were also presented in a webinar to the community.

Outreach and engagement by the GAC-appointed members and participants

- September 2014 – The GAC leadership group (Chair and Vice Chairs) sent out an e-mail to GAC members seeking final agreement on joining the CWG, including adopting the Group's Charter
- October 2014 – Letter from the GAC Chair to Co-Chairs of the CWG Charter Drafting Team - confirming that the GAC has adopted the charter and will join as a chartering organization with two members
- October 2014 – ICANN 51 Meeting in Los Angeles: Internal GAC discussions on the CWG charter and procedures for exchange of information from the members to the GAC. GAC rep in CWG has the responsibility to inform the GAC on CWG discussions and deliverables. For this purpose GAC members of the CWG has created a Workspace on the GAC website with systematic information from the CWG Wiki - including meeting schedules, agendas, notes and timelines for comments and deliverables. An internal GAC document was produced to map the scope of work in CWG Charter and current IANA Functions Contract against existing GAC Advice
- In addition to the GAC Workspace, GAC members and members and participants of the CWG use the GAC mailing list to point attention to specific items and discussions in the smaller working groups in the CWG. Since there is no opportunity to have a face-to-face GAC meeting between the ICANN 51 Meeting in Los Angeles and the CWG deadline for submission of a proposal to the ICG, each GAC member has been invited to submit comments to GAC CWG members and participants to be put forward in the in the discussions in the CWG
- November 2014 – The draft principles document of the CWG was forwarded to GAC for comments and analysis of overlaps against the GAC work on high-level principles on IANA transition and associated accountability processes. The GAC broadly supported the draft principles from the CWG, but there were substantial contributions from GAC members and topic leads on identifying concerns to be forwarded in the discussions on the principles in the face-to-face meeting in Frankfurt on 19-20 November.
- November 2014 – GAC members of the CWG gave a report to the GAC on the latest discussions and developments in the CWG especially in regards of the work in RFP3 (Post-Transition oversight and Accountability Arrangements), and the documents featuring the “triage of IANA Functions Contract” and “issues flowing from the IANA Functions Contract”. On 13 November, the first "Strawman Matrix" with alternatives and a set out picture of models for discussion were forwarded to the GAC list, asking for GAC colleagues comments on specific items before the face-to-face meeting in Frankfurt. The GAC discussion and input online feed into the CWG items on, among others, multistakeholder involvement, separation of ICANN/IANA, and the establishing of an appeals mechanism. This input was forwarded in the discussions in Frankfurt.

- November 2014 – Chairs' Statement and information update was sent to the GAC list for comments following the face-to-face meeting in Frankfurt
- December 2014 – GAC will have a webinar for all GAC members during the public comment period right after the CWG draft is published.

Outreach and Engagement by the RySG members and participants
The following are the highlights of the gTLD Registries Stakeholder Group (RySG) consultations and outreach efforts within the community of gTLD registry operators regarding the IANA Stewardship Transition Cross Community Working Group (IANA CWG).

The RySG first created an Accountability WG with a focus on the IANA transition and ICANN Accountability efforts to facilitate collaboration and the development of shared RySG positions. A special email list was formed and several teleconference calls were held. Both the calls and the email list were open to all interested RySG or New gTLD Applicant Group (NTAG), an observer group that is a part of the RySG and is open to all new gTLD applicants, members or observers. Further, this group discussed options for contacting and involving gTLD registry operators and new gTLD applicants who had not yet joined the RySG or NTAG. A plan for doing this was agreed to during the ICANN 51 Public Meeting and is in the process of being implemented as described at end of this document.

Next the RySG formed a small team comprising participants in the IANA CWG. One of the primary purposes for this small team was to act as liaisons to the RySG and the NTAG,. In addition to its members participating actively in the IANA CWG, they also meet twice a week to discuss and coordinate their efforts in the CWG and to plan ways to involve the broader RySG and NTAG memberships in the IANA CWG. Additionally, on the RySG email list and meetings, the small team actively encouraged participation by registry operators that would provide geographic diversity and representation from interest groups within the community of gTLD Registry Operators.

The RySG Secretariat team obtained contact information for the following groups: registry operators who had signed a registry agreement with ICANN but had not joined the RySG or NTAG and new gTLD applicants who had not yet executed a registry agreement. A message was sent to over 500 representatives for these organizations: 1) informing them of the pending IANA Stewardship Transition and the associated CWG; 2) describing the RySG efforts in the CWG; and 3) inviting them to participate in the RySG CWG efforts. Finally, a special email list was created that allows all those who wish to join in the RySG CWG work to join in discussions with RySG members and observers, without requiring them to join the RySG or NTAG. The small team of CWG participants has deployed this list and the main RySG and NTAG list servese to communicate key developments of the RySG IANA Stewardship Working Group, as well as provide updates on the CWG on the biweekly calls of the RySG. All communications have welcomed and encouraged input from any gTLD registry operator, whether or not he or she participates directly within the CWG.
The RySG is also planning to conduct a webinar shortly following the publication of the draft Proposal on Naming Related Functions ("draft proposal"). The goals of this webinar are:

- To explain and answer questions regarding the draft proposal;
- To provide greater clarity into the evolution of discussions within the CWG, and the process undertaken to arrive at the draft proposal;
- To seek comments and other feedback from any interested gTLD Registry Operator to form possible RySG public comments on the draft; and
- To ensure that the work of the small team of participants continues to align with the interests of the community of gTLD registry operators as a whole.

Webinars will be open to any gTLD Registry Operator, and will be publicized using the channels described above. To foster broad participation across geographic regions the RySG hopes to hold multiple webinars in different time slots.

Next steps

Following publication of the draft proposal, the CWG will continue its work. The focus will be on:

- Providing webinars to the community on the draft proposal
- Monitoring public comments and community feedback
- Summary and analysis of public comments and community feedback, and, if needed, updating the interim proposals and documentation included in the draft proposal
- Continue its work on Transition Implications (RFP 4) and NTIA Requirements (RFP 5), without pre-empting on the outcome of the public comment

Annex 1 – Charter of the Cross Community Working Group (CWG) on Naming Related Functions

WG Name:	Cross Community Working Group to Develop an IANA Stewardship Transition Proposal on Naming Related Functions	
Section I: Cross Community Working Group Identification		
Chartering Organizations:	ccNSO, SSAC, GNSO, ALAC, GAC	
Charter Approval Dates:	The charter of the WG was adopted by: • ccNSO Council on 21 August 2014 • SSAC on 27 August 2014 • GNSO Council on 4 September 2014 • ALAC on 11 September 2014 • GAC on 3 October 2014	
Name of WG Chair(s):	Lise Fuhr & Jonathan Robinson	
CWG Workspace URL:	https://community.icann.org/x/37fhAg	
CWG Mailing List:	cwg-stewardship@icann.org Public Archive: http://mm.icann.org/pipermail/cwg-stewardship/	
Resolutions adopting the charter:	**Title:**	
	Ref # & Link:	
Important Document Links:	•	
Section II: Problem Statement, Goals & Objectives and Scope		
Problem Statement:		
The National Telecommunications and Information Administration (NTIA) has requested that ICANN "convene a multistakeholder process to develop a plan to transition the U.S. government stewardship role" with regard to the IANA Functions and related root zone management. In making its announcement, the NTIA specified that the transition proposal must have broad community support and meet the following principles: • Support and enhance the multistakeholder model • Maintain the security, stability, and resiliency of the Internet DNS • Meet the needs and expectation of the global customers and partners of the IANA services • Maintain the openness of the Internet. **NTIA also specified that it would not accept a proposal that replaces the NTIA role with a government-led or an intergovernmental organization solution.** On June 6 ICANN proposed the creation of an IANA Stewardship Transition Coordination Group (ICG) "responsible for preparing a transition proposal reflecting the differing needs of the various affected parties of the IANA functions." Two subsets of IANA's global customers/partners, the addressing and Internet protocol parameter communities, led by the Internet Engineering Task Force (IETF) and the number resource community		

comprising the Number Resource Organization (NRO), the Address Supporting Organization (ASO) and the Regional Internet Registries (RIRs), have responded to the NTIA's announcement and the formation of the ICG, by establishing working groups to provide input on their specific needs and expectations with respect to the IANA Stewardship Transition. It was determined that the transition proposal should be developed within the directly affected communities (i.e. the IETF for development of standards for Internet Protocol Parameters; the NRO, the ASO, and the RIRs for functions related the management and distribution of numbering resources; and the GNSO and ccNSO for functions related to the Domain Name System). These efforts would inform the work of the ICG, whose responsibility would be to fashion an overall integrated transition proposal from these autonomously developed components.

There is a need for the naming community to similarly come together to articulate its needs and expectations in an integrated fashion, as an integral part of this transition process, and to develop a proposal for the elements of the IANA Stewardship Transition that directly affect the naming community.

Goals & Objectives:

The primary goal of the Cross Community Working Group to Develop an IANA Stewardship Transition Proposal on Naming Related Functions (CWG) will be to produce a consolidated transition proposal for the elements of the IANA Functions relating to the Domain Name System. This proposal may include alternative options for specific features within it, provided that each option carries comparable support from the CWG. This proposal must meet the needs of the naming community in general, including the needs of all of the CWG's chartering organizations, as well as the needs of direct consumers of IANA naming services including generic and country code top level domains. Should the CWG deem it appropriate, elements of the proposal may be released in stages. In developing this proposal, the CWG should:

- Draw upon the collective expertise of the participating stakeholders;
- Seek additional expert input and advice as appropriate;
- Follow an open, global and transparent process;
- Provide the opportunity for participation by all stakeholders and interested or affected parties;
- Be community-led, through the process of bottom-up, consensus-based decision-making; and
- Meet the principles specified by NTIA as well as the additional principles listed in the subsequent section.

The proposal may be partial or comprehensive, subject to the scoping description in the next section. In addition, the CWG may, without limitation:

- Meet with other working groups developing the parallel transition proposals for parameters and numbering resources, to explain the CWG's work and remain up to date on their progress;
- Provide advice, analysis and comments to the chartering organizations, ICG, or ICANN staff on questions that are posed to it and on other transition proposals that may arise elsewhere; and
- Work with others engaged in the ICANN accountability review process (discussed below) to coordinate the approach to dependencies between the processes.

Principles

In addition to the principles identified by NTIA to guide development of a transition proposal, the CWG will adhere to the following additional principles: openness; diversity; global participation; involvement of affected parties; transparency; and bottom-up, consensus-based decision-making.

Scope:

The IANA functions are currently the subject of a contract between ICANN, the IANA Functions Operator, and

the NTIA. Based on a summary and description of the IANA functions drawn from the NTIA's statement of work for that IANA contract, IANA performs 11 individual functions. It:

1. Coordinates the assignment of technical protocol parameters including the management of the Address and Routing Parameter Area (ARPA) TLD;
2. Performs administrative functions associated with root zone management;
3. Manages root zone file change requests;
4. Manages "WHOIS" change requests and the WHOIS database;
5. Implements changes in the assignment of Country Code Top Level-Domains (ccTLDs) in accordance with established policy;
6. Implements decisions related to the delegation and redelegation of Generic Top Level Domain (gTLD) in accordance with ICANN policy;
7. Undertakes projects to increase root zone automation;
8. Manages Root Domain Name System Security Extensions (DNSSEC) keys;
9. Provides a Customer Service Complaint Resolution Process (CSCRP);
10. Allocates Internet numbering resources; and
11. Performs other services (operate the .INT TLD, implement modifications in performance of the IANA functions as needed upon mutual agreement of the parties.)

The work of the CWG will primarily focus on functions 2 through 9 and function 11 (the "Naming Functions"). Regarding function 9, the Customer Service Complaint Resolution Process (CSCRP), and the implementation of performance modifications referred to in function 11, the CWG anticipates that the NRO/ASO and IETF may also have proposals in these areas, and the CWG will exchange information, collaborate and develop joint proposals with them on these issues as appropriate. Functions 1 and 10 fall outside of the Naming Functions, but the CWG may deem it appropriate to comment on relevant aspects of these functions.

In respect of Function 2. ("Perform Administrative Functions Associated With Root Zone Management"), this process currently involves distinct roles performed by three different entities through two separate legal agreements: the Contractor as the IANA Functions Operator, NTIA as the Administrator, and VeriSign ('or any successor entity as designated by the U.S. Department of Commerce") as the Root Zone Maintainer. The accountability function currently performed by NTIA regarding the RZM role, as well as the discussion of the RZM management administrative interface currently used by NTIA are within the scope of the CWG. The issue of who performs the Root Zone Maintainer (RZM) role is not in scope for the CWG and should be dealt with in a subsequent effort as needed. Additionally, issues related to naming policy e.g. delegation, redelegation or revocation of ccTLDs, RAA related policy issues etc. are not within the scope of the CWG.

Relationship to ICANN Accountability Review Process

The IANA stewardship transition process is taking place alongside a parallel and related process on enhancing ICANN accountability. While maintaining the accountability of Internet identifier governance is central to both processes, this group's scope is focused on the arrangements required for the continuance of IANA functions in an accountable and widely accepted manner after the expiry of the NTIA-ICANN contract. Nevertheless, the two processes are interrelated and interdependent and should appropriately coordinate their work. Accountability for the administration of the IANA functions (i.e., implementation and operational accountability), however, is properly within the scope of this working group.

Section III: Deliverables, Timeframes, and Reporting

Deliverables:

The core deliverable of the CWG is a consolidated **IANA Stewardship Transition Proposal related to the**

Naming Functions (the Proposal) which is focused primarily on stewardship transition of those IANA Functions related to naming but which may also include comment on IANA Functions related to numbering and protocols. This proposal must provide an analysis that shows that it is in practice workable.

In working towards this deliverable, the CWG will, as a first step, establish and adopt a work plan and associated schedule. The work plan and schedule should include times and methods for public consultation and Proposal revisions, and should establish an expected date for submission of a final Transition Proposal. This tentative schedule will be updated as needed. This tentative schedule needs to line up with the ICG schedule, and in those cases where there are incompatibilities, this should be negotiated with the ICG.

The work plan should include at the least the following action items:

1. Agreement on a clear definition of the IANA functions, summarizing the parties responsible for each of these functions and the processes used to do so;
2. Procedures and processes for involving to the maximum extent possible participation of stakeholders who are not yet involved in ICANN groups involved in the CWG;
3. A decision as to whether the ccNSO and the GNSO should develop and submit transition proposals for their respective IANA functions to the CWG for consideration and, if so, a request and suggested timeline for those submissions;
4. Identification of issues for which sub-groups should be formed, including any uniquely affected parties, and a methodology for sub-group reporting back to the CWG and CWG consideration of any sub-group documentation;
5. A process and timeline for developing the core deliverable: the **IANA Stewardship Transition Proposal related to the Naming Functions**;
6. A process and timeline for communicating any draft or final CWG Proposal to participating chartering organizations for their review and consideration;
7. A process and timeline for resolving any input from the chartering organizations;
8. A process and timeline for communicating the CWG Proposal to members of the ICG representing the domain name community (e.g. GNSO, ccNSO, gTLD Registries, SSAC and ALAC);
9. A process and timeline for communicating with the ICG, including a process for:
   a) Agreeing any additions requested by the ICG to the scope of the Transition Proposal. For example, the ICG may request the CWG or one of its chartering organizations to develop a transition proposal for a particular area of overlap (eg., special-use registry); and
   b) Resolving any problems detected by the ICG between other component proposals and this CWG Transition Proposal;
10. A process and timeline for communicating with those involved in the Accountability Review Process to identify and address any potential interdependencies between the two processes.

Reporting:

The co-chairs of the CWG will brief the chartering organizations and in particular their representatives on the ICG on a regular basis.

Section IV: Membership, Staffing and Organization

Membership Criteria:

Membership in the CWG and in sub-working groups, should these be created, is open to members appointed by the chartering organizations. To facilitate scheduling meetings and to minimize workloads for individual members, it is highly recommended that individual members participate in only one sub-working group, should sub-working groups be created. Each of the chartering organizations shall appoint a minimum of 2 and a maximum of 5 members to the working group in accordance with their own rules and procedures. Best efforts

should be made to ensure that individual members:

- Have sufficient expertise to participate in the applicable subject matter;
- Commit to actively participate in the activities of the CWG on an ongoing and long-term basis; and
- Where appropriate, solicit and communicate the views and concerns of individuals in the organization that appoints them.

In appointing their members, the chartering organizations should note that the CWG's decision-making methodologies require that CWG members act by consensus, and that polling will only be used in rare instances and with the recognition that such polls do not constitute votes.

Chartering organizations are encouraged to use open and inclusive processes when selecting their members for this CWG. Best efforts should also be made to ensure that the CWG and any sub-working groups, if created, have representation from all five of ICANN's five regions.

In addition, the CWG will be open to any interested person as a participant. Participants may be from a chartering organization, from a stakeholder group not represented in the CWG, or may be self-appointed. Participants will be able to actively participate in and attend all CWG meetings; however, any consensus calls or decisions that need to be made will be limited to CWG members appointed by the chartering organizations.

All participants (members and participants) will be listed on the CWG's webpage. All participants (members and participants) in this process are required to submit a Statement of Interest following the procedures of their chartering organization or, where that is not applicable for participants, the GNSO procedures should be followed.

Volunteer co-chairs, selected by the CWG, will preside over CWG deliberations and ensure that the process is bottom-up, consensus-based and has balanced multistakeholder participation. ICANN is expected to provide day-to-day project administration and secretariat support and, upon request of the CWG co-chairs, professional project facilitators or expert assistance.

Group Formation, Dependencies, & Dissolution:

Each of the chartering organizations shall appoint members to the CWG in accordance with their own rules and procedures.

Working relationship with IANA Stewardship Transition Coordination Group (ICG)

The co-chairs of the CWG will discuss and determine, along with the ICG representatives of the chartering organizations, the most appropriate method of sharing information and communicating progress and outcomes of the both the ICG and CWG. In particular, the co-chairs will agree the method by which the final core deliverable of the CWG, the "**IANA Stewardship Transition Proposal related to the Naming Functions",** will be provided from the CWG to the ICG. Additionally, members of the CWG are expected to communicate regularly with their own chartering organizations and their ICG representatives.

Staffing & Resources

The ICANN Staff assigned to the CWG will fully support the work of the CWG as requested by the co-chairs, including meeting support, document drafting, editing and distribution and other substantive contributions when deemed appropriate by the CWG. ICANN will provide access to relevant experts and professional facilitators as requested by the CWG Chairs.

Staff assignments to the Working Group:
ICANN will provide sufficient staff support to support the activities of the CWG

Additional resources required:
The chairs of this charter's drafting team, Jonathan Robinson and Byron Holland, will write to ICANN seeking reasonable travel resources for CWG members to participate in face-to-face CWG meetings, but on the understanding that the CWG will make every effort to hold any face-to-face meetings concurrent, or in conjunction with regularly scheduled ICANN meetings.

The CWG is encouraged to identify any additional resources beyond the staff assigned to the group it may need at the earliest opportunity to ensure that such resources can be identified and planned for.

Section V: Rules of Engagement

Decision-Making Methodologies:

In developing its Transition Proposal, work plan and any other reports, the CWG shall seek to act by consensus. Consensus calls should always make best efforts to involve all members (the CWG or sub-working group). The Chair(s) shall be responsible for designating each position as having one of the following designations:

- Full Consensus - a position where no minority disagrees; identified by an absence of objection
- Consensus – a position where a small minority disagrees, but most agree

In the absence of Full Consensus, the Chair(s) should allow for the submission of minority viewpoint(s) and these, along with the consensus view, shall be included in the report.

In a rare case, the chair(s) may decide that the use of a poll is reasonable to assess the level of support for a recommendation. However, care should be taken in using polls that they do not become votes, as there are often disagreements about the meanings of the poll questions or of the poll results.

Any member who disagrees with the consensus-level designation made by the Chair(s), or believes that his/her contributions are being systematically ignored or discounted should first discuss the circumstances with the relevant sub-group chair or the CWG co-chairs. In the event that the matter cannot be resolved satisfactorily, the group member should request an opportunity to discuss the situation with the Chairs of the chartering organizations or their designated representatives. If there is still no resolution, the matter could be referred to the ICG.

Chartering Organization support for any Draft Transition Proposal and the Final Transition Proposal

Any Draft or Final Transition Proposal will be reviewed by each of the chartering organizations in accordance with their own rules and procedures, which will determine whether or not to adopt the recommendations contained in it, explain their rationale, and develop alternative recommendations if appropriate. The Chairs of the chartering organizations shall notify the co-chairs of the CWG of the result of the deliberations as soon as feasible.

Draft Transition Proposal

In the event that one or more of the participating chartering organizations elects not to adopt one or more

of the recommendation(s) contained in the Draft Transition Proposal, the co-chairs of the CWG shall be notified accordingly. This notification shall include at a minimum the reasons for the lack of support. The CWG participants may, at their discretion, decide to reconsider the recommendations, post the recommendations for public comments and/or incorporate appropriate changes into the Supplemental Draft Transition Proposal to the chartering organizations.

Following submission of the Supplemental Draft Proposal (if any), the chartering organizations shall discuss and decide in accordance with its own rules and procedures whether to adopt the recommendations contained in the Supplemental Draft Proposal. The Chairs of the chartering organizations shall notify co-chairs of the CWG of the result of the deliberations as soon as feasible

Final Transition Proposal

After receiving the notifications from all chartering organizations as described above, the co-chairs of the WG shall, within ten working days after receiving the last notification, submit the Final Transition Proposal to the Chairs of all the chartering organizations, which shall include at a minimum:

a) The Final Proposal as adopted by the CWG, including references to any initial or draft CWG documents to inform the discussion of the ICG;
b) The result of deliberations by the organizations;
c) A clear record of how consensus has been reached for the proposal in the CWG.

In the event one or more of the chartering organizations do(es) not support (parts of) the Final Proposal, the Final Proposal should clearly indicate which parts are fully supported and which parts that are not, and which chartering organization dissents from the CWG view.

In the event that no consensus is reached by the CWG, the Final Report will document the process that was followed and will be submitted to the chartering organizations to request possible suggestions for mitigating the issues that are preventing consensus. If consensus can still not be reached, the Final Report will document the processes followed, including requesting suggestions for mitigating the issues that are preventing consensus from the chartering organizations and will be submitted to ICG for their suggestions for mitigating the issues that are preventing consensus. If consensus can still not be reached, request for closing the CWG should be made to the chartering organizations.

Transition Proposal Submission

The Final Proposal will be submitted by the CWG to the ICG in accordance with the method agreed between the CWG co-chairs and the ICG representatives of the chartering organizations.

Modification of the Charter:

In the event this charter does not provide guidance and/or the impact of the charter is unreasonable for conducting the business of the CWG, the co-chairs shall decide if they think the charter needs to be modified.

In the event it is decided that the charter needs to be modified to address the omission or unreasonable impact, the co-chairs may propose to modify the charter. A modification shall only be effective after adoption of the adjusted charter by the chartering organizations in accordance with their own rules and procedures.

Problem/Issue Escalation & Resolution Processes:

All participants are expected to abide by the ICANN Expected Standards of Behavior.

The co-chairs are empowered to restrict the participation of someone who seriously disrupts the working group. Generally, the participant should first be warned privately, and then warned publicly before such a restriction is put into place; in extreme circumstances, this requirement may be bypassed. This restriction is subject to the right of appeal as outlined above.

Closure & Working Group Self-Assessment:

The CWG will consult with the ICG representatives to determine when it can consider its work completed. The CWG and any sub-working groups shall be dissolved upon receipt of the notification of the Chairs of the chartering organizations or their designated representatives.

Section VI: Charter Document History

Version	Date	Description
1.0		

Staff Contact:		Email:	

Annex 2 – ICG RFP

IANA Stewardship Transition Coordination Group

Request for Proposals

8 September 2014

Introduction

Under the IANA[1] Stewardship Transition Coordination Group (ICG) Charter,[2] the ICG has four main tasks:

- Act as liaison to all interested parties in the IANA stewardship transition, including the three "operational communities" (i.e., those with direct operational or service relationships with the IANA functions operator; namely names, numbers, protocol parameters). This task consists of:
  - Soliciting proposals from the operational communities
  - Soliciting the input of the broad group of communities affected by the IANA functions
- Assess the outputs of the three operational communities for compatibility and interoperability
- Assemble a complete proposal for the transition
- Information sharing and public communication

This Request for Proposals (RFP) addresses task (i) of the ICG Charter. This RFP does not preclude any form of input from the non-operational communities.

0. Complete Formal Responses

The IANA Stewardship Transition Coordination Group (ICG) seeks *complete formal responses* to this RFP through processes which are to be convened by each of the "operational communities" of IANA (i.e., those with direct operational or service relationships with the IANA functions operator, in connection with names, numbers, or protocol parameters).

Proposals should be supported by the broad range of stakeholders participating in the proposal development process. Proposals should be developed through a transparent process that is open to and inclusive of all stakeholders interested in participating in the development of the proposal. In order to help the ICG maintain its light coordination role, all interested and affected parties are strongly encouraged to participate directly in these community processes.

The following link provides information about ongoing community processes and how to participate in them, and that will continue to be updated over time:
https://www.icann.org/en/stewardship/community

[1] In this RFP, "IANA" refers to the functions currently specified in the agreement between NTIA and ICANN [http://www.ntia.doc.gov/page/iana-functions-purchase-order] as well as any other functions traditionally performed by the IANA functions operator. SAC-067

[https://www.icann.org/en/system/files/files/sac-067-en.pdf] provides one description of the many different meanings of the term "IANA" and may be useful reading in addition to the documents constituting the agreement itself.

[2] https://www.icann.org/en/system/files/files/charter-icg-27aug14-en.pdf

Communities are asked to adhere to open and inclusive processes in developing their responses, so that all community members may fully participate in and observe those processes. Communities are also asked to actively seek out and encourage wider participation by any other parties with interest in their response.

A major challenge of the ICG will be to identify and help to reconcile differences between submitted proposals, in order to produce a single plan for the transition of IANA stewardship. Submitted Proposals should therefore focus on those elements that are considered to be truly essential to the transition of their specific IANA functions.

The target deadline for all complete formal responses to this RFP is 15 January 2015.

I. Comments

While the ICG is requesting complete formal proposals through processes convened by each of the operational communities, and that all interested parties get involved as early as possible in the relevant community processes, some parties may choose to provide comments directly to the ICG about specific aspects of particular proposals, about the community processes, or about the ICG's own processes. Comments may be directly submitted to the ICG any time via email to icg-forum@icann.org. Comments will be publicly archived at < http://forum.icann.org/lists/icg-forum/>.

Commenters should be aware that ICG will direct comments received to the relevant operational communities if appropriate. The ICG will review comments received as time and resources permit and in accordance with the overall timeline for the transition. That is, comments received about specific proposals may not be reviewed until those proposals have been submitted to the ICG. The ICG may establish defined public comment periods about specific topics in the future, after the complete formal responses to the RFP have been received.

Required Proposal Elements

The ICG encourages each community to submit a single proposal that contains the elements described in this section.

Communities are requested to describe the elements delineated in the sections below in as much detail possible, and according to the suggested format/structure, to allow the ICG to more easily assimilate the results. While each question is narrowly defined to allow for comparison between answers, respondents are encouraged to provide further information in explanatory sections, including descriptive summaries of policies/practices and associated

references to source documents of specific policies/practices. In this way, the responses to the questionnaire will be useful at the operational level as well as to the broader stakeholder communities.

In the interest of completeness and consistency, proposals should cross-reference wherever appropriate the current IANA Functions Contract[3] when describing existing arrangements and proposing changes to existing arrangements.

0. Proposal type

Identify which category of the IANA functions this submission proposes to address:

[ ] Names [ ] Numbers [ ] Protocol Parameters

I. Description of Community's Use of IANA Functions

This section should list the specific, distinct IANA functions your community relies on. For each IANA function on which your community relies, please provide the following:

A description of the function;
A description of the customer(s) of the function;
What registries are involved in providing the function;
A description of any overlaps or interdependencies between your IANA requirements and the functions required by other customer communities.

If your community relies on any other IANA service or activity beyond the scope of the IANA functions contract, you may describe them here. In this case please also describe how the service or activity should be addressed by the transition plan.

II. Existing, Pre-Transition Arrangements

This section should describe how existing IANA-related arrangements work, prior to the transition.

[3] http://www.ntia.doc.gov/files/ntia/publications/sf_26_pg_1-2-final_award_and_sacs.pdf

A. Policy Sources

This section should identify the specific source(s) of policy which must be followed by the IANA functions operator in its conduct of the services or activities described above. If there are distinct sources of policy or policy development for different IANA functions, then please describe these separately. For each source of policy or policy development, please provide the following:

Which IANA function (identified in Section I) are affected.

A description of how policy is developed and established and who is involved in policy development and establishment.

A description of how disputes about policy are resolved.

References to documentation of policy development and dispute resolution processes.

B. Oversight and Accountability

This section should describe all the ways in which oversight is conducted over the IANA functions operator's provision of the services and activities listed in Section I and all the ways in which the IANA functions operator is currently held accountable for the provision of those services. For each oversight or accountability mechanism, please provide as many of the following as are applicable:

Which IANA functions (identified in Section I) are affected.

If the policy sources identified in Section II.A are affected, identify which ones are affected and explain in what way.

A description of the entity or entities that provide oversight or perform accountability functions, including how individuals are selected or removed from participation in those entities.

A description of the mechanism (e.g., contract, reporting scheme, auditing scheme, etc.). This should include a description of the consequences of the IANA functions operator not meeting the standards established by the mechanism, the extent to which the output of the mechanism is transparent and the terms under which the mechanism may change.

Jurisdiction(s) in which the mechanism applies and the legal basis on which the mechanism rests.

III. Proposed Post-Transition Oversight and Accountability Arrangements

This section should describe what changes your community is proposing to the arrangements listed in Section II.B in light of the transition. If your community is proposing to replace one or more existing arrangements with new arrangements, that replacement should be explained and all of the elements listed in Section II.B should be described for the new arrangements. Your community should provide its rationale and justification for the new arrangements.

If your community's proposal carries any implications for the interface between the IANA functions and existing policy arrangements described in Section II.A, those implications should be described here.

If your community is not proposing changes to arrangements listed in Section II.B, the rationale and justification for that choice should be provided here.

IV. Transition Implications

This section should describe what your community views as the implications of the changes it proposed in Section III. These implications may include some or all of the following, or other implications specific to your community:

- Description of operational requirements to achieve continuity of service and possible new service integration throughout the transition.
- Risks to operational continuity and how they will be addressed.
- Description of any legal framework requirements in the absence of the NTIA contract.
- Description of how you have tested or evaluated the workability of any new technical or operational methods proposed in this document and how they compare to established arrangements.
- Description of how long the proposals in Section III are expected to take to complete, and any intermediate milestones that may occur before they are completed.

V. NTIA Requirements

Additionally, NTIA has established that the transition proposal must meet the following five requirements:

- Support and enhance the multistakeholder model;
- Maintain the security, stability, and resiliency of the Internet DNS;
- Meet the needs and expectation of the global customers and partners of the IANA functions; Maintain the openness of the Internet;
- The proposal must not replace the NTIA role with a government-led or an inter-governmental organization solution.

This section should explain how your community's proposal meets these requirements and how it responds to the global interest in the IANA functions.

VI. Community Process

This section should describe the process your community used for developing this proposal, including:

- The steps that were taken to develop the proposal and to determine consensus.
- Links to announcements, agendas, mailing lists, consultations and meeting proceedings. An assessment of the level of consensus behind your community's proposal, including a description of areas of contention or disagreement.

Annex 3 – Members and Participants

Overview

The CWG consists of 119 people, organized as 19 members, appointed by and accountable to chartering organizations, and 100+ participants who do so as individuals. The CWG is an open group. Anyone interested in the work of the CWG can join as a participant. Participants may be from a chartering organization, from a stakeholder group or organization not represented in the CWG or currently active within ICANN, or self-appointed.

Of the 119 CWG members and participants, there are 41 countries represented. The regional representation is as follows:

- 38 Asia/Asia Pacific
- 34 Europe
- 26 North America
- 11 Latin America
- 10 Africa

Of the 119 CWG members and participants, the stakeholder group representation is as follows:

- 40 (no affiliation)
- 27 GNSO
- 18 ccNSO/ccTLD
- 17 At-Large
- 15 GAC
- 2 SSAC

In addition, there are 6 ICG members who participate in the CWG.

Members:

Co-Chairs: Lise Fuhr & Jonathan Robinson

ALAC

Seun Ojedeji (AFRALO)

Fouad Bajwa (APRALO)

Olivier Crépin-Leblond (EURALO)

Fatima Cambronero (LACRALO)

Eduardo Diaz (NARALO)

CCNSO

Lise Fuhr (.DK, Europe, not member ccNSO)

Erick Iriarte (.PE, LAC)

Paul Kane (.AC, Europe, not member ccNSO)

Vika Mpisane (.ZA, Africa)

Staffan Jonson (.SE, Europe)

GAC

Elise Lindeberg (Norway)

Wanawit Ahkuputra (Thailand)

GNSO

Jonathan Robinson

Greg Shatan (CSG)

Graeme Bunton (RrSG)

Avri Doria (NCSG)

Donna Austin (RySG)

Stephanie Duchesneau (RySG alternate)

SSAC

Robert Guerra

Jaap Akkerhuis

Participants

Kris Seeburn – GNSO

Rafik Dammak – GNSO

Susan Kawaguchi – GNSO

Brenden Kuerbis – GNSO

Marilia Maciel – GNSO

Matthew Shears

Chuck Gomes – GNSO

Stacey King – GNSO

Stephanie Perrin – GNSO

Amr Elsadr – GNSO

Carlos Watson

Kieren McCarthy

Bill Manning

Jiankang Yao

Derby Chipandwe

James Gannon

Martin Boyle – CCNSO, member ICG

Jen Wolfe – GNSO

Philip Sheppard – GNSO

Wolf-Ulrich Knoben – GNSO, member ICG

Mathieu Weill

Imran Ahmed Shah – GNSO

Wale Bakare

Don Hollander

Milton Mueller – GNSO

Salahideen AlHaj

Bilal Al-Titi

Tony Holmes – GNSO

Phil Corwin – GNSO

Plamena Popova – At-Large (EURALO)

Liyun Han

Jane Muthiga

Stefania Milan – GNSO

Pam Little – GNSO

Sarah Falvey – GNSO

Suzanne Woolf

Allan MacGillivray – ccNSO

Byron Holland – ccNSO

Desiree Miloshevic – at-Large

Keith Davidson – ccNSO, member ICG

Mary Uduma – ccNSO, member ICG

Xiaodong Lee – ccNSO, member ICG

Carolina Aguerre – LACTLD

Guru Acharya

Alan Greenberg – ALAC

Alissa Cooper

Becky Burr

Kinan AlKhatib

Maarten Botterman

Mark Carvell – GAC

Aparna Sridhar – GNSO

Cheryl Langdon-Orr – At-Large, ccNSO, NomCom

Christopher Wilkinson (link to CV here)

Yasuichi Kitamura – At-Large (IANA issues WG)

Sivasubramanian Muthusamy (*link to bio here*) – At-Large

Antonio Medina Gomez – ACUI (ALS of LACRALO)

Carlton Samuels – At-Large

Masaaki Sakamaki

Claudia Selli

Lars-Erik Forsberg – GAC

Pitinan Kooarmornpatana

Shuji Yamaguchi – GAC

Akihiro Sugiyama – GAC

Takuya Itou – GAC

Jordan Carter – ccNSO

Paradorn Athichitsakul

Hosein Badran

Dwi Elfrida – GAC

Peter Van Roste – ccNSO

Jorg Schweiger

Hubert Schoettner

Tracy Hackshaw – GAC

Yrjo Lansipuro – At-Large (EURALO)

Bertrand de La Chapelle

Rinalia Abdul Rahim

Olga Cavalli – GAC

Tomohiro Fujisaki – At-Large (APRALO)

Joy Liddicoat – GNSO

Holly Raiche – At-Large (APRALO)

Leon Sanchez -- At-Large (LACRALO)

Feng Guo – GAC

Mwendwa Kivuva – At-Large (AFRALO)

Chris Disspain

Maarten Simon – ccNSO

Nirmol Agarwal – At-Large

Boyoung Kim – GAC

Minjung Park – ccNSO

Camino Manjon-Sierra – GAC

Konstantinos Komaitis

Rudi Vansnick – GNSO

Paul Szyndler

Gary Campbell – GAC

Manal Ismail – GAC, member ICG

Kurt Pritz

Steve Crocker

Robin Gross – GNSO

Gary Hunt

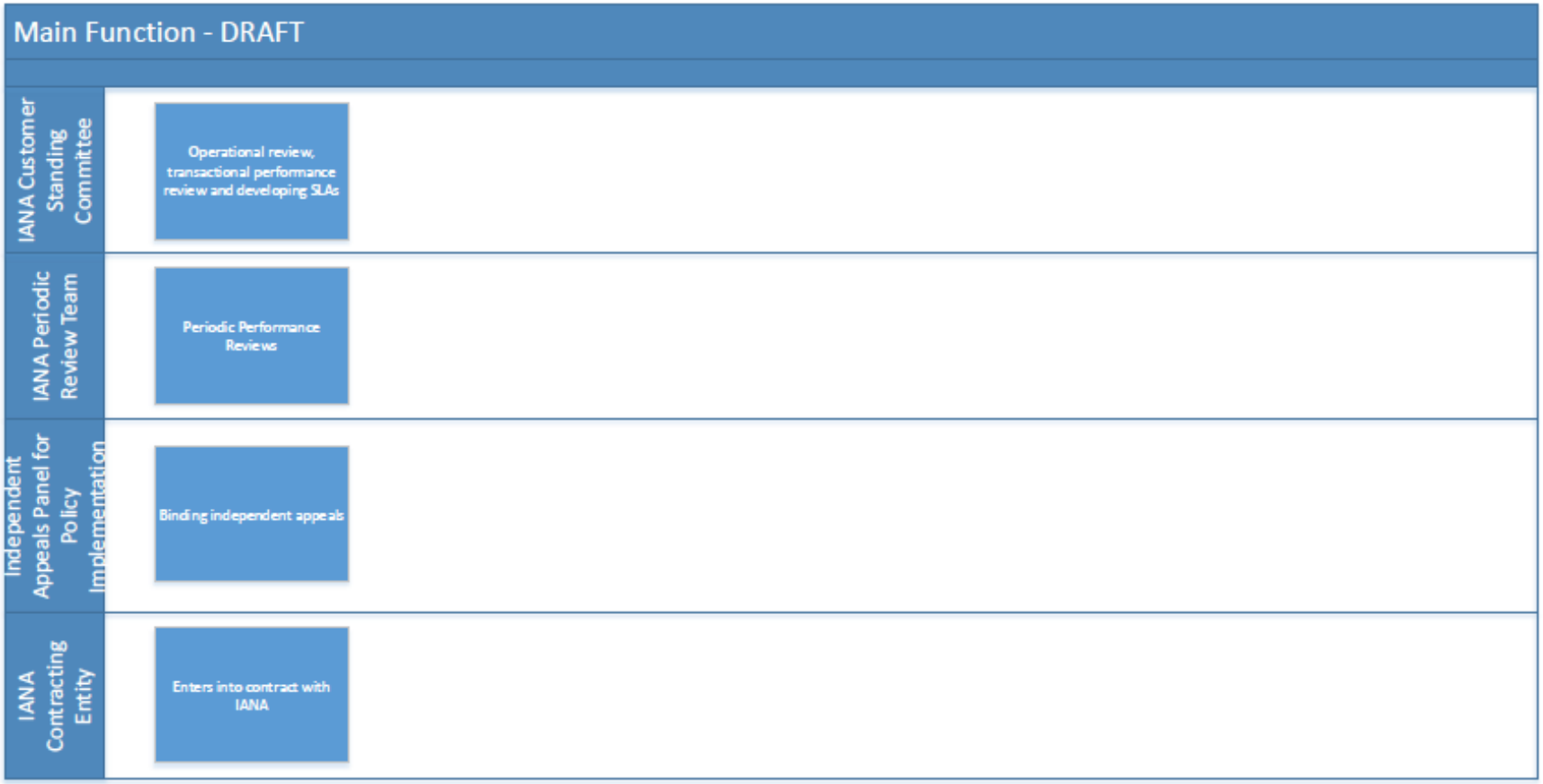
Malcolm Hutty

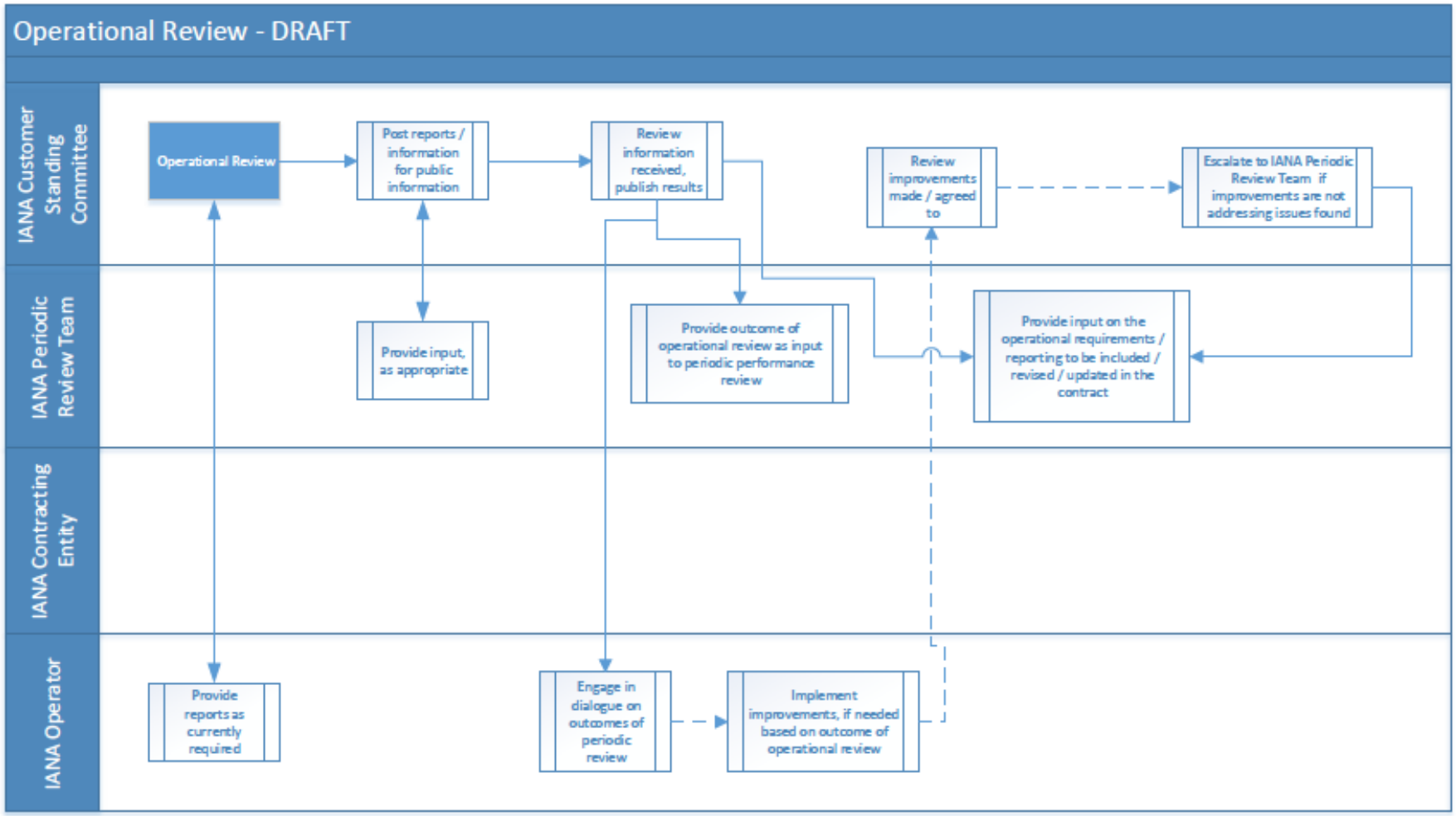
Young-Eum Lee – ccNSO

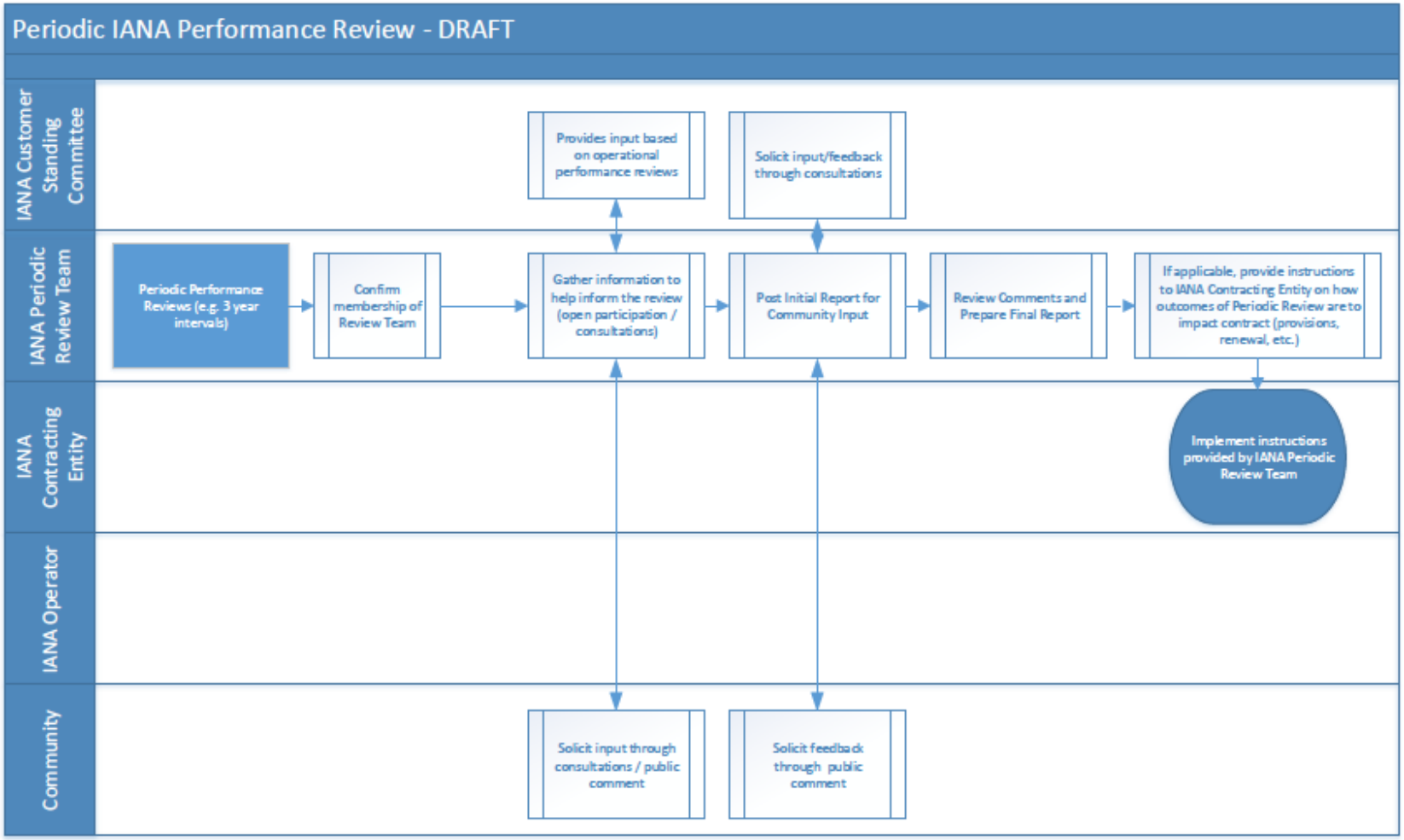
Suzanne Radell – GAC

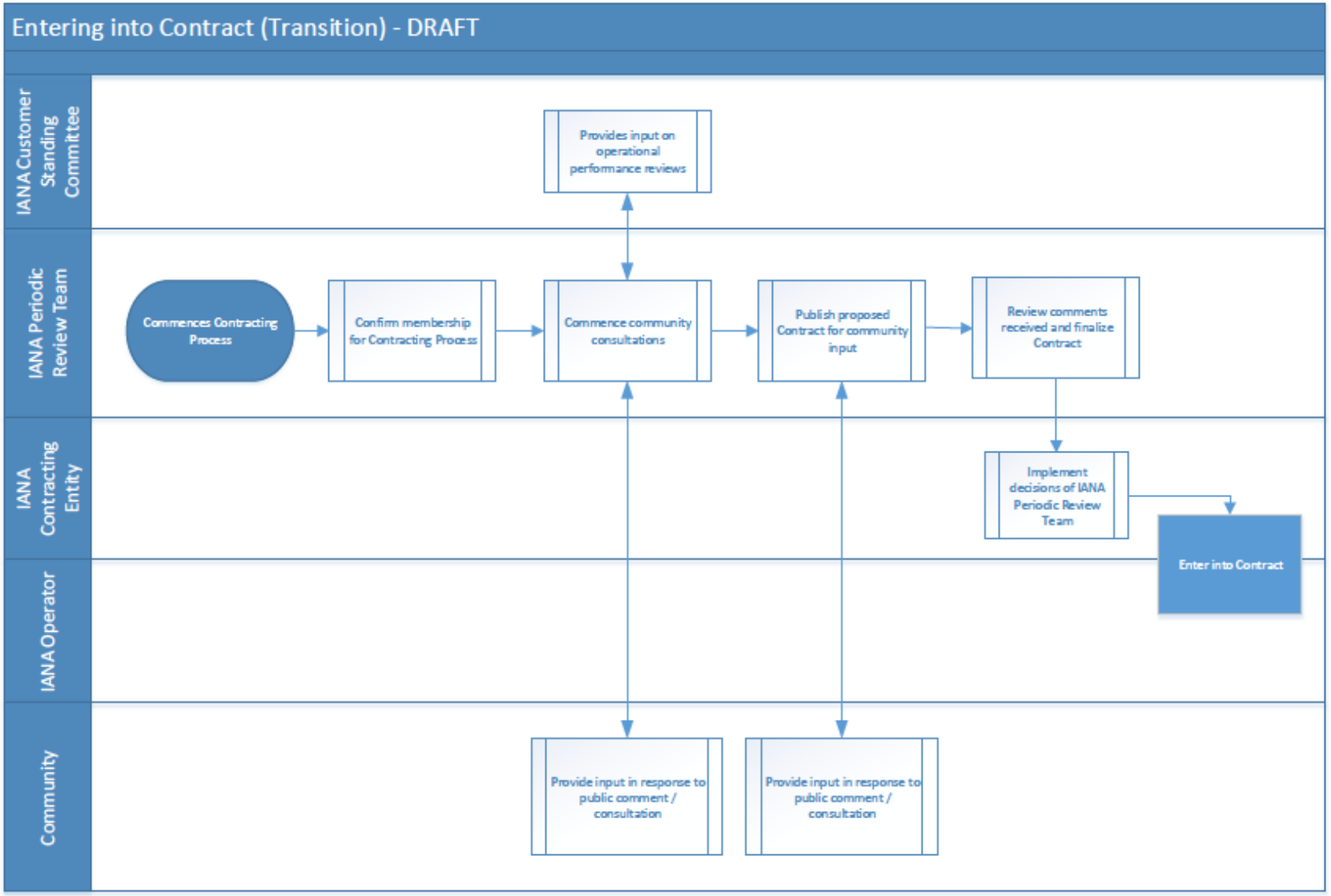
Geetha Hariharan

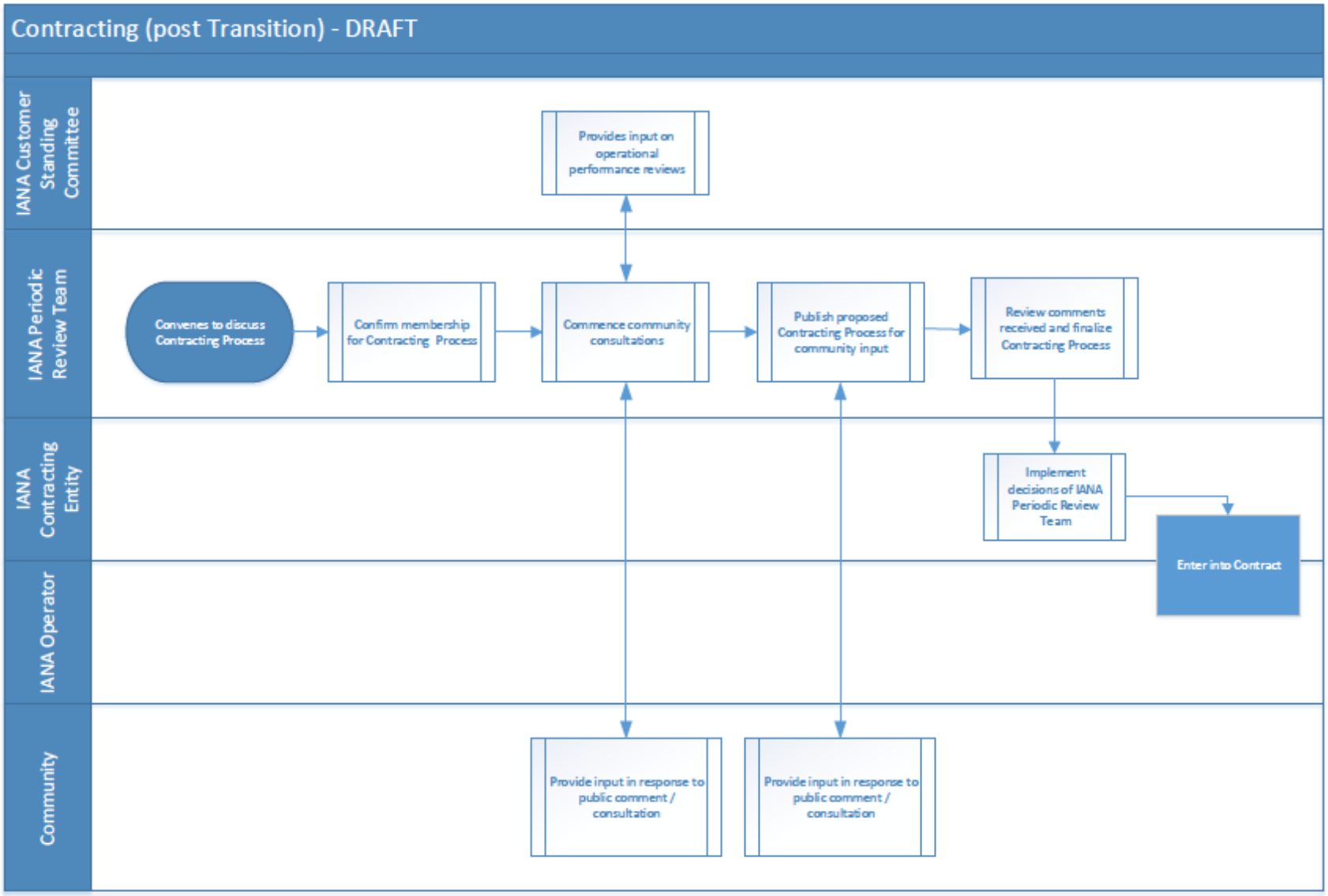
Annex 4 – Flow Charts




Operational Review - DRAFT
IANA Customer Standing Committee
IANA Periodic Review Team
IANA Contracting Entity
IANA Operator
Operational Review
Post reports / information for public information
Review information received, publish results
Review improvements made / agreed to
Escalate to IANA Periodic Review Team if improvements are not addressing issues found
Provide input, as appropriate
Provide outcome of operational review as input to periodic performance review
Provide input on the operational requirements / reporting to be included / revised / updated in the contract
Provide reports as currently required
Engage in dialogue on outcomes of periodic review
Implement improvements, if needed based on outcome of operational review


Periodic IANA Performance Review - DRAFT
IANA Customer Standing Committee
IANA Periodic Review Team
IANA Contracting Entity
IANA Operator
Community
Provides input based on operational performance reviews
Solicit input/feedback through consultations
Periodic Performance Reviews (e.g. 3 year intervals)
Confirm membership of Review Team
Gather information to help inform the review (open participation / consultations)
Post Initial Report for Community Input
Review Comments and Prepare Final Report
If applicable, provide instructions to IANA Contracting Entity on how outcomes of Periodic Review are to impact contract (provisions, renewal, etc.)
Implement instructions provided by IANA Periodic Review Team
Solicit input through consultations / public comment
Solicit feedback through public comment


Entering into Contract (Transition) - DRAFT
IANA Customer Standing Committee
IANA Periodic Review Team
IANA Contracting Entity
IANA Operator
Community
Provides input on operational performance reviews
Commences Contracting Process
Confirm membership for Contracting Process
Commence community consultations
Publish proposed Contract for community input
Review comments received and finalize Contract
Implement decisions of IANA Periodic Review Team
Enter into Contract
Provide input in response to public comment / consultation
Provide input in response to public comment / consultation


Contracting (post Transition) - DRAFT
IANA Customer Standing Committee
IANA Periodic Review Team
IANA Contracting Entity
IANA Operator
Community
Provides input on operational performance reviews
Convenes to discuss Contracting Process
Confirm membership for Contracting Process
Commence community consultations
Publish proposed Contracting Process for community input
Review comments received and finalize Contracting Process
Implement decisions of IANA Periodic Review Team
Enter into Contract
Provide input in response to public comment / consultation
Provide input in response to public comment / consultation

Annex 5 – Draft of Principles and Criteria that Should Underpin Decisions on the Transition of NTIA Stewardship

Draft of Principles and Criteria that Should Underpin Decisions on the Transition of NTIA Stewardship[85]

Introduction

These principles and criteria are meant to be the basis on which the decisions on the transition of NTIA stewardship are formed. This means that the proposals can be tested against the principles and criteria before they are sent to the ICG.

a. Security and stability: Changes must not undermine the operation of the IANA function and should assure accountability and objectivity in the stewardship of the service.

   Changes should be the minimum needed to provide accountability and objectivity.

b. Accountability and transparency: the service should be accountable and transparent.

   i. Transparency: Transparency is a prerequisite of accountability. While there might be commercial confidentiality concerns or concerns over operational continuity during the process of delegation or redelegation of a TLD, the final decision and the rationale for that decision should be made public or at least be subject to an independent scrutiny as part of an ex-post assessment of service performance.

   ii. Independence of accountability[86]: Accountability should be independent of the IANA functions operator and should assure the accountability of the operator to the inclusive global multistakeholder community.

   iii. Independence of policy from IANA: the IANA functions operator should be independent of the policy processes. Its role is to implement changes in accordance with policy agreed through the relevant bottom up policy process. (Note: this does not pre-suppose any model for separation of the policy and IANA roles. The current contract already requires such separation.)

   iv. Protection against Capture: Safeguards need to be in place to prevent capture of the service or of any oversight or stewardship function.

   v. Performance standards: The functions operator needs to meet agreed service levels and its decisions should be in line with agreed policy. Processes need to be in place to

[85] Pre-Frankfurt F2F meeting draft – document is still under review.
[86] In this the principle is the independence of the oversight, not the oversight per se.

monitor performance and mechanisms should be in place to remedy failures. A fallback provision also needs to be in place in case of service failure.

vi. Appeals and redress: There should be an appeals process on decisions that includes [binding] redress open to affected parties and open to public scrutiny.

c. Service levels: The performance of the IANA functions must be carried out in a reliable, timely and efficient manner. It is a vital service and any proposal should ensure continuity of service over the transition and beyond, meeting a recognised and agreed quality of service and in line with service-level commitments.

i. Service level commitments should be adaptable to developing needs of the customers of the IANA function and subject to continued improvement.

ii. The process should be automated for all routine functions.

iii. Service quality should be independently audited (*ex-post* review) against agreed commitments.

d. Policy based: Decisions and actions of the IANA functions operator should be based on policy agreed to through the recognised bottom-up multistakeholder processes. As such, decisions and actions should be:

i. Predictable: Decisions are clearly rooted in agreed policy. For ccTLDs, decisions may be made locally through nationally agreed processes. The ccNSO is the policy authority in ICANN, working in an open process with all ccTLDs, not just ccNSO members, although its authority is not universally accepted. For gTLDs, the policy authority is the GNSO;

ii. Non-discriminatory;

iii. Audited (*ex-post* review); and

iv. Appealable by significantly interested parties.

e. Diversity of IANA's Customers:

IANA's operations need to take account of the variety of forms of relationship between TLD operators and the IANA functions operator. The transition will need to reflect the diversity of arrangements in accountability to the direct users of the IANA functions.

For ccTLDs: the IANA should provide a service without requiring a contract and should respect the diversity of agreements and arrangements in place for ccTLDs. In particular,

the national policy authority should be respected and no additional requirements should be imposed unless it is directly and demonstrably linked to global security, stability and resilience of the DNS[87].

f. Seperability: any proposal must ensure the ability:

   i. To separate the IANA functions from the current operator if warranted and in line with agreed processes; and

   ii. To convene a process for selecting a new operator.

   Seperability should persist through any future transfer of the IANA functions. (Note the current NTIA contract requires such separation.)

[87] This is included in rfc1591