

ANNEX C FROM CWG PROPOSAL (SECTIONS 7 AND 8)<sup>1</sup>  
 Implementation Proposal  
 June 7~~9~~, 2016

Draft Provision	Relevant Document for Inclusion
<p>The decisions and actions of the Corporation<sup>2</sup> should be made objectively and predictably. To that end, the Corporation will provide services consistent with the following:</p>	<p>PTI Bylaws and PTI/ICANN Contract</p>
<p>1. With respect to country code top-level domain name (“ccTLD”) registries, the decisions and actions of the Corporation in respect of ccTLDs registries shall be based on the processes designated by such ccTLDs registries to the Corporation and shall comply with the local laws applicable to such ccTLD registries, except to the extent that compliance with such processes or local laws by the Corporation would cause the Corporation to be in violation of laws applicable to the Corporation. <del>The Corporation shall not be authorized to make material changes in the policies and procedures developed by [any ccTLD or gTLD registry]<sup>3</sup>. The Corporation shall not change or implement the established methods associated with the performance of the IANA functions without prior approval of [ICANN?].<sup>4</sup></del></p>	<p>PTI Bylaws and PTI/ICANN Contract</p>
<p><u>2. The Corporation shall not be authorized to make material changes in the policies and procedures developed by any ccTLD registry or generic top-level domain (“gTLD”) registry without the express written consent of the impacted registry.<sup>3</sup> The Corporation shall not change or implement the established methods associated with the performance of the IANA functions without consulting the significantly interested parties and</u></p>	<p><u>PTI Bylaws and PTI/ICANN Contract</u></p>

<sup>1</sup> Excerpts from Annex C attached for reference.

<sup>2</sup> In PTI contract, change to PTI or defined term for PTI.

~~<sup>3</sup> 3.8.2 of NTIA Contract. Language of NTIA contract is “the relevant entities associated with the performance of the IANA functions”. What are these entities intended to be? ccTLD and gTLD registries?~~

~~<sup>4</sup> 3.8.2 of NTIA Contract refers to Contracting Officer. Should that be ICANN in this context?~~

<sup>3</sup> 3.8.2 of NTIA Contract.

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<a href="#">obtaining prior approval of the Member.</a> <sup>4</sup>	
<p><del>23</del>. The Corporation shall provide services to ccTLD registries in manner that is consistent with prevailing technical norms as identified by such ccTLD registries to the Corporation.</p>	PTI Bylaws and PTI/ICANN Contract
<p><del>34</del>. The Corporation shall provide services in a manner that does not discriminate between types of registries (whether such registries are ccTLD or <del>generic top-level domain (“gTLD”)</del> operators, paying or non-paying, contracted or non-contracted, members of supporting organizations, advisory committees or other governing bodies of the Member<sup>5</sup> or otherwise).</p>	PTI Bylaws and PTI/ICANN Contract
<p><del>45</del>. The Corporation shall not require a contract in order to provide services to ccTLDs registries. The performance of the IANA functions shall not be, in any manner, predicated or conditioned on the existence or entry into any contract, agreement or negotiation between the Corporation and any ccTLD or gTLD registry or any other third-party.<sup>6</sup></p>	PTI Bylaws and PTI/ICANN Contract
<p><del>56</del>. The Corporation shall continue to provide services to a gTLD registry notwithstanding any on-going or anticipated contractual disputes between ICANN and such gTLD registry.</p>	PTI Bylaws and PTI/ICANN Contract
<p><del>67</del>. The Corporation shall not impose additional requirements for prompt delivery of services on registries unless such requirements are directly and demonstrably linked to the global security, stability and resilience of the Domain Name System.</p>	PTI Bylaws and PTI/ICANN Contract
<p><del>78</del>. Any person or entity materially affected by a decision or action of the Corporation may request documents and information reasonably related to any such decision or action, except that the Corporation may redact such documents and information to the extent that such documents or information: (i) relate to confidential personnel matters, (ii) are covered by attorney-client privilege, work product doctrine or other</p>	PTI/ICANN Contract

<sup>4</sup> [3.8.2 of NTIA Contract. In PTI contract, change “the Member” to ICANN or defined term for ICANN.](#)

<sup>5</sup> In PTI contract, change to ICANN or defined term for ICANN.

<sup>6</sup> 3.8.3 of NTIA Contract.

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<p>recognized legal privilege, (iii) are subject to a legal obligation that the Corporation maintain its confidentiality, (iv) would disclose trade secrets, or (v) would present a material risk of negative impact to the security, stability or resiliency of the Internet. In the case of any redaction, the Corporation will provide the requestor a written rationale for such redaction.<sup>7</sup></p>	
<p>89. The decisions of the Corporation shall be appealable by significantly interested parties.</p>	<p>See draft ICANN Bylaws</p>

<sup>7</sup> This conforms to a similar process in the ICANN bylaws.

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### Sections 7 and 8

**7) Policy based:** The decisions and actions of the IANA Functions Operator should be made objectively based on policy agreed to through the recognized bottom-up multistakeholder processes. As such, decisions and actions of the IANA Functions Operator should:

- i) Be predictable (i.e, decisions are clearly rooted in agreed and applicable policy as set by the relevant policy body).
- ii) Adhere to laws/processes (i.e., for ccTLDs: Respect national laws and processes, as well as any applicable consensus ICANN policies and IETF technical standards). Post-transition of the IANA Functions, the IANA Functions Operator will continue to provide service to existing registries in conformance with prevailing technical norms, conforming with the policy decisions of registries and the security and stability of the Root Zone itself.
- iii) Be non-discriminatory.
- iv) Be auditable (*ex-post* review).
- v) Be appealable by significantly interested parties.

#### **8) Diversity of the customers of the IANA Functions:**

- i) The IANA Functions operator needs to take account of the variety of forms of relationship with TLD operators. The proposal will need to reflect the diversity of arrangements in accountability to the direct users of the IANA Functions.
- ii) For ccTLDs, the IANA Functions Operator should provide a service without requiring a contract and should respect the diversity of agreements and arrangements in place for ccTLDs. In particular, the IANA Functions Operator should not impose any additional requirements on the registry unless they are directly and demonstrably linked to the global security, stability, and resilience of the DNS.
- iii) For gTLDs, the IANA Functions Operator should continue to provide service notwithstanding any on-going or anticipated contractual disputes between ICANN and the gTLD operator. No additional requirements for prompt delivery of IANA services should be imposed unless they are directly and demonstrably linked to the global security, stability and resilience of the DNS.

<b>Summary report:</b>	
<b>Litéra® Change-Pro TDC 7.5.0.166 Document comparison done on 6/9/2016 10:35:46 PM</b>	
<b>Style name:</b> Sidley Default	
<b>Intelligent Table Comparison:</b> Active	
<b>Original DMS:</b> iw://SIDLEYDMS/ACTIVE/214950394/2	
<b>Description:</b> CWG Final Proposal Sections 7 and 8 Annex C	
<b>Modified DMS:</b> iw://SIDLEYDMS/ACTIVE/214950394/3	
<b>Description:</b> CWG Final Proposal Sections 7 and 8 Annex C	
<b>Changes:</b>	
<u>Add</u>	10
<del>Delete</del>	20
<del>Move From</del>	7
<u>Move To</u>	0
<u>Table Insert</u>	1
<del>Table Delete</del>	0
<u>Table moves to</u>	0
<del>Table moves from</del>	0
Embedded Graphics (Visio, ChemDraw, Images etc.)	0
Embedded Excel	0
Format changes	0
<b>Total Changes:</b>	<b>38</b>