

IANA NAMING FUNCTION AGREEMENT

This IANA Naming Function Agreement (this “**Agreement**”) is dated as of [●] 2016 and is entered into by and between Internet Corporation for Assigned Names and Numbers, a California nonprofit public benefit corporation (“**ICANN**”) and [PTI], a California nonprofit public benefit corporation (the “**Contractor**”) and is effective as of the last date on which all of the conditions set out in Section 1 have been satisfied (the “**Effective Date**”). ICANN and Contractor may each be referred to individually as a “**Party**” and collectively as the “**Parties.**”

WHEREAS, on 14 March 2014, the National Telecommunications and Information Administration (“**NTIA**”) announced (“**March 14 Announcement**”) the transition of NTIA’s stewardship role of key Internet domain name functions to the global multi-stakeholder community;

WHEREAS, [];

WHEREAS, ICANN and Contractor desire to enter into this Agreement pursuant to which Contractor will perform the IANA naming function in order to ensure the continuity of root operations after the Transition.

NOW, THEREFORE, for good and valuable consideration, the sufficiency of which is hereby acknowledged, the Parties agree as follows:

ARTICLE I: CONDITIONS PRECEDENT

Section 1.1 Condition Precedent

This Agreement shall be effective as of the last date on which the following conditions have been satisfied: (i) ICANN is released from its obligations [to coordinate root zone management as currently performed by the National Telecommunications and Information Administration, United States Department of Commerce (“**DOC**”), as may be added to or modified by the DOC and ICANN, pursuant to its contract with the DOC, effective as of 01 October 2012 (including any extension thereof)] (the “**IANA Naming Function**”) and (ii) ICANN has accepted the responsibility to perform the IANA Naming Function.

ARTICLE II: REPRESENTATIONS AND WARRANTIES

Section 2.1 ICANN’s Warranties. ICANN represents and warrants that (i) it has all necessary rights and powers to enter into and perform its obligations under this Agreement, and (ii) the execution, delivery and performance of this Agreement by ICANN has been duly authorized by all necessary corporate action.

Section 2.2 Contractor Warranties. Contractor represents and warrants that (i) it has all necessary rights and powers to enter into and perform its obligations under this Agreement;

and (ii) the execution, delivery and performance of this Agreement by Contractor has been duly authorized by all necessary corporate action.

ARTICLE III: SERVICES AND REQUIREMENTS

- Section 3.1 U.S. Presence¹
- Section 3.2 Performance of IANA Functions.²
- Section 3.3 Separation of Policy Development and Operational Roles
- Section 3.4 Transparency and Accountability.³
- Section 3.5 Responsibility and Respect for Stakeholders.⁴
- Section 3.6 [.INT TLD⁵]⁶
- Section 3.7 Contractor To Provide Qualified Program Manager⁷
- Section 3.8 Key Personnel
- Section 3.9 Inspection Of All Deliverables And Reports Before Publication⁸

ARTICLE IV: PERFORMANCE

- Section 4.1 Constructive Working Relationship⁹
- Section 4.2 Continuity of Operations^{10, 11, 12}
- Section 4.3 ¹³[Performance Exclusions¹⁴]

¹ C.2.1

² C.2.4

³ C.2.6

⁴ C.2.7

⁵ C.2.9.4

⁶ Need to determine whether .INT should be included in this Agreement.

⁷ C.2.12.a

⁸ E

⁹ C.1.3

¹⁰ C.7.1

¹¹ C.7.2

¹² C.7.3

ARTICLE V: TRANSPARENCY OF DECISION-MAKING

Section 5.1 Transparency.

ARTICLE VI: AUDITS, MONITORING AND REVIEWS

Section 6.1 Audits^{15, 16, 17, 18}

Section 6.2 Performance Monitoring¹⁹

Section 6.3 IANA Naming Function Reviews²⁰

ARTICLE VII: ESCALATION MECHANISMS²¹

Section 7.1 IANA Customer Service Complaint Resolution Process²²

Section 7.2 IANA Problem Resolution Process.²³

ARTICLE VIII: TERM; RENEWAL; TRANSITION AND TERMINATION²⁴

Section 8.1 Initial Term; Renewal

Section 8.2 Renewal

(i) [SCWG Recommendation]

(ii) [Other termination]

(continued...)

¹³ Consider applicability of this provision post-Transition.

¹⁴ C.8

¹⁵ C.5.1

¹⁶ C.5.2

¹⁷ C.5.3

¹⁸ C.5.4

¹⁹ Annex S

²⁰ Annex S

²¹ Annex S

²² In addition to full escalation path, need to tie to IRP process in ICANN Bylaws.

²³ Consider handling section in CSC Charter and not in PTI Bylaws.

²⁴ F.2

Section 8.3 Transition and Termination

(a) [Insertion of Transition Process]

(b) Commitment to Not Interfere With Staff Transfer.

Section 8.4 Survival of Terms

ARTICLE IX: RESOURCES, FEES AND BUDGET

Section 9.1 Resources and Fees^{25, 26}

Section 9.2 Budget²⁷

ARTICLE X: SECURITY REQUIREMENTS²⁸

Section 10.1 Computing Systems.

Section 10.2 Notification Systems.

Section 10.3 Data.

Section 10.4 Security Plan.

Section 10.5 Director of Security.

ARTICLE XI: INTELLECTUAL PROPERTY²⁹

Section 11.1 Ownership.

Section 11.2 Assignment.

Section 11.3 Work for Hire.

Section 11.4 License.

²⁵ Revised requirement C.2.2.

²⁶ Annex S

²⁷ Section 22.4(b)(i) of the ICANN Bylaws.

²⁸ C.3

²⁹ Annex S. Note that H.2 differs significantly from Annex S.

ARTICLE XII: CONFIDENTIALITY AND DATA PROTECTION³⁰

Section 12.1 Confidentiality.

Section 12.2 Consent.

ARTICLE XIII: INDEMNIFICATION³¹

Section 13.1 Indemnification by ICANN.³²

Section 13.2 Indemnification by Contractor.³³

ARTICLE XIV: MISCELLANEOUS

Section 14.1 Notices.

Section 14.2 Amendments and Waiver.

Section 14.3 Severability.

Section 14.4 [Change Control Process].³⁴

Section 14.5 Assignment and Subcontracting.

Section 14.6 Relationship of Parties.

Section 14.7 Governing Law.

Section 14.8 Third-Party Beneficiaries.

Section 14.9 English Version.

Section 14.10 Savings Clause.

Section 14.11 Cumulative Remedies.

Section 14.12 Counterparts.

³⁰ H.10

³¹ H.13

³² Note that Annex S provides “ICANN shall indemnify, defend and hold harmless Contractor from all claims arising from Contractor’s performance or failure to perform under the ICANN-Contractor Contract”.

³³ Note that Annex S provides “ICANN shall indemnify, defend and hold harmless Contractor from all claims arising from Contractor’s performance or failure to perform under the ICANN-Contractor Contract”.

³⁴ For more streamlined SLA revision.

Section 14.13 Headings.

Section 14.14 Entire Agreement.

[Signature Page Follows]

IN WITNESS WHEREOF, the Parties have caused this Agreement to be duly executed as of the date set forth below.

**INTERNET CORPORATION FOR ASSIGNED
NAMES AND NUMBERS**

[CONTRACTOR]

By: _____
(Signature)

By: _____
(Signature)

Name (print)

Name (print)

Title

Title

ANNEX A: STATEMENT OF WORK

1. IANA Naming Functions^{35, 36}
 - a. [INSERT SERVICE LEVELS]
 - b. Operate ARPA TLD
 - c. Facilitate and coordinate root zone of DNS³⁷
2. Performance Metric Requirements³⁸
 - a. Program Reviews and Site Visits
 - b. Monthly Performance Progress Report
 - c. Performance Standards Reports
 - d. Customer Service Survey
 - e. Final Report.
 - f. Inspection and acceptance
3. Baseline Requirements For DNSSEC In The Authoritative Root Zone³⁹
 - a. DNSSEC at the authoritative Root Zone requires cooperation and collaboration
 - b. General Requirements
 - c. Security Authorization and Management Policy
 - d. IT Access Control
 - e. Security Training
 - f. Audit and Accountability Procedures
 - g. Physical Protection Requirements

³⁵ C.2.9

³⁶ C.2.8

³⁷ C.2.9.2

³⁸ C.4

³⁹ Appendix 2

- h. All Components
- i. Transition Planning
- j. IANA Functions Operator Interface Basic Functionality

ANNEX B: SERVICE LEVEL AGREEMENTS FOR THE DELIVERY OF NAMING SERVICES