

**Cross Community Working Group (CWG)**

**On Naming Related Functions**

**Public Consultation on Draft Transition Proposal**

**December 2014**

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## A - Introduction

The Cross Community Working Group (CWG) on Naming Related Functions is one of the three groups submitting a proposal to the IANA Stewardship Transition Coordination Group (ICG) 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 ICANN accountability.

The CWG's work plan to develop a transition proposal for naming related functions included the requirement for a public consultation on its draft proposal as part of its commitment to openness and inclusivity of the entire Internet community. The key dates of the CWG work plan include:

- 6 October, First meeting of the CWG
- 1 December: Publication date for Draft Proposal for Public Comment
- 19 January: submission of CWG Final Proposal to chartering organizations
- 31 January: CWG planned submission of Final 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. 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, 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. These are:

- 1 Description of Community's Use of IANA Functions
- 2A Existing, Pre-Transition Arrangements – Policy Sources
- 2B Existing, Pre-Transition Arrangements – Oversight and Accountability
- 3 Proposed Post-Transition Oversight and Accountability Arrangements
- 4 Transition Implications
- 5 NTIA Requirements
- 6 Community Process

Final drafts of sections 1, 2A and 2B which describe the current situation were completed at the Frankfurt meeting on November 19 2014.

Section 3, which is the heart of the transition proposal, is still a work in progress as not all details have been ironed out as of the publication of this consultation. Although lacking some

details, the information provided in this section should be sufficiently detailed to allow the communities to 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.

The CWG would ask all interested parties to comment on this draft by December 22<sup>nd</sup>, 2014 at [email address]. Comments and suggestions should refer to the section in the draft proposal that is being addressed and should clearly indicate the level of support for the specific proposal or make precise comments or suggestions regarding that proposal.

It should be noted that the end of section 3 refers the reader to Annex 3, which 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 NTIA 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.

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 contract, the Names community presents 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 precise processes.

Within the Names community are a number of sub-groups that have the same broad requirements and relationship to both the IANA Functions Operator (currently ICANN). However these groups have marked differences between them.

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 comes with a number of related but varied proposals for the IANA Functions Operator contract transition.

## 1. Community use of IANA functions

The Naming 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 of 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 the ccTLD are culturally specific. It is a requirement that a ccTLD's Administrative Contract reside in the country or territory associated with that ccTLD<sup>1</sup>.

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 generic top-level domains. The operators of gTLDs are, almost without exception, bound by a single set of policies that are developed collectively within ICANN. 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 relationship 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 ISO international standard for two-letter representations for countries<sup>2</sup>, in recent years a number of new top-level domains have been introduced that represent local-language versions of a country's online namespace<sup>3</sup>.

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<sup>1</sup> It should be noted that this requirement cannot be applied consistently in all cases. One such example is the Antarctica ccTLD given there are no permanent residents for this territory.

<sup>2</sup> 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)

<sup>3</sup> Examples being السعودية ('Al-Saudiah' in Arabic, for Saudi Arabia) and 中国 (Zhōngguó, the most common name for China)

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-language nature.

Within the ccTLDs, there are also two broad groups of operators: those who, for cultural or historical reasons, participate in ccNSO activities (as members or not) and those who do not.<sup>4</sup>

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, a specific category of 15 top-level domains, so-called "sponsored" top-level domains (sTLDs), were created between 2001-2002 and have different contractual agreements with ICANN as well as different policy 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<sup>5</sup>.

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.

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<sup>4</sup> 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.]

<sup>5</sup> For a complete listing see [www.iana.org/help/eligible-tlds](http://www.iana.org/help/eligible-tlds)

## 1.1 List of IANA functions used by the Naming communities

The table below uses a key part of the existing IANA contract<sup>6</sup> to identify functions and direct customers, split between ccTLD and gTLD operators<sup>7</sup>. A CWG number has been given to each to identify the function in the rest of this section:

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

Note: the key aspect in terms of use here 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 a number of additional functions and services that are not listed in the NTIA services contract but which are used by the Names communities. The table below outlines them:

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<sup>6</sup> Between the NTIA and ICANN and found at: [http://www.ntia.doc.gov/files/ntia/publications/sf\\_26\\_pg\\_1-2-final\\_award\\_and\\_sacs.pdf](http://www.ntia.doc.gov/files/ntia/publications/sf_26_pg_1-2-final_award_and_sacs.pdf)

<sup>7</sup> 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.

CWG Item #	Function	ccTLDs	gTLDs
9	Repository of IDN Practices <sup>8</sup>	Yes	Yes
10	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

The "root zone" is the highest level of the domain name system 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)<sup>9</sup>, 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) 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<sup>10</sup>) for keeping this data up to date and making the relevant parts of it available continuously.

The process by which new top-level domains 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<sup>11</sup>:

1. 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.
2. 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.
3. 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.

<sup>8</sup> See <https://www.iana.org/domains/idn-tables>

<sup>9</sup> See a list of DNS record types here: [http://en.wikipedia.org/wiki/List\\_of\\_DNS\\_record\\_types](http://en.wikipedia.org/wiki/List_of_DNS_record_types)

<sup>10</sup> The three key public files can be found here: <https://www.iana.org/domains/root/files>

<sup>11</sup> The NTIA's official graphic for this process can be found at: <http://www.ntia.doc.gov/legacy/DNS/CurrentProcessFlow.pdf>

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

This is the process by which changes are made to the root zone (see function 1 above for more detail). For an existing top-level domain, 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 top-level domains.

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<sup>12</sup>. 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 top-level domains, and the creation of entire new top-level domains as ICANN's new gTLD process 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

Although this is listed as a separate function in the current IANA 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.

### 1.2.4: Delegation and Re-delegation of a Country Code Top Level-Domain (ccTLD)

The relationships between ccTLD operators and the IANA Functions Operator vary greatly due to a range of historical and cultural factors. A small number<sup>13</sup> 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<sup>14</sup> have agreements with ICANN (again, as the IANA Functions Operator) that are characterized as either an "accountability framework" or an "exchange of letters"<sup>15</sup> and are not legally binding. And lastly, the majority of ccTLDs have no formalized agreement with ICANN.

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<sup>12</sup> 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>

<sup>13</sup> 8 Sponsorship Agreements and 7 MoU's

<sup>14</sup> 69 (as of 28 October 2014)

<sup>15</sup> For a full list go to: <https://www.icann.org/resources/pages/cctlds-2012-02-25-en>

Since there is typically not a contractual relationship between a ccTLD and the IANA Functions Operator, the "delegation and re-delegation" of a ccTLD is an entirely separate process from that of the delegation and re-delegation 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 top-level domain, and "re-delegation" is when that organization or individual is changed.

The ccTLD delegation/re-delegation 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<sup>16</sup>, and a further list of principles produced in 2000, later updated in 2005, by ICANN's Governmental Advisory Committee (GAC)<sup>17</sup>.

An effort to create greater clarity around the delegation process was begun 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 was published in October 2014<sup>18</sup>.

The current IANA contract contains a clause<sup>19</sup> 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 delegation/re-delegation that is "not within or consistent with an existing policy framework".

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/re-delegation that is largely tailored to each specific case.

#### 1.2.5: Delegation and Re-delegation of a Generic Top Level Domain (gTLD)

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

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<sup>16</sup> RFC 1591, Domain Name System Structure and Delegation, which can be found at: <https://www.ietf.org/rfc/rfc1591.txt>

<sup>17</sup> 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>

<sup>18</sup> 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://ccns0.icann.org/workinggroups/foi-final-07oct14-en.pdf>

<sup>19</sup> Section/paragraph C.1.3.

In September 2013, the IANA Functions Operator published *User Documentation on Delegating and Redelegating a Generic Top Level Domain*<sup>20</sup> for public comment<sup>21</sup>. There were no comments so the document stands as the main guide for the delegation process for gTLDs.

In each case of delegation/re-delegation, 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"<sup>22</sup>.

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

With 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<sup>23</sup>. 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 above) 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<sup>24</sup>.

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

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<sup>25</sup>. 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 top-level domains are able to communicate securely.

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<sup>20</sup> Downloadable as a PDF at: <https://www.icann.org/en/system/files/files/gtld-drd-ui-10sep13-en.pdf>

<sup>21</sup> Comment period details online at: <https://www.icann.org/public-comments/gtld-drd-ui-policy-2013-09-10-en>

<sup>22</sup> 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>

<sup>23</sup> See for example this letter from 2005 where the chair of Centr asks for improve automation of IANA functions: <https://www.icann.org/en/system/files/files/kane-to-verhoef-19apr05-en.pdf>

<sup>24</sup> See presentation from IANA's 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>

<sup>25</sup> Much more information is available at: <https://www.iana.org/dnssec>

The key is created in an elaborate ceremony that last approximately four hours and features approximately 20 people drawn from across the world who all play a part in the key's creation<sup>26</sup>.

#### 1.2.8: Customer Service Complaint Resolution Process (CSCR)

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](mailto:escalation@iana.org)) and be entered into a ticketing system<sup>27</sup>. 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.*

In addition to making the IDN Tables publicly available on TLD registry websites, the top-level domain registries may register IDN Tables with the IANA Functions Operator, which in turn will display them online for public access.<sup>28</sup>

#### 1.2.10: Retirement of the delegation of deallocated ISO 3166-1 ccTLD codes

The ISO3166-1 list<sup>29</sup> 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

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<sup>26</sup> More information on the key signing ceremonies is available online at: <https://www.iana.org/dnssec/ceremonies>

<sup>27</sup> More information at: <http://www.iana.org/help/escalation-procedure>

<sup>28</sup> More information at : <http://www.iana.org/help/idn-repository-procedure>

<sup>29</sup> ISO 3166 List one – Alphabetical list of country names in English and their code elements

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.

## 2. Existing Pre-Transition Arrangements

### 2.1 Relevant Sources of Policy

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 re-delegation of ccTLDs there is no single source document, policy is derived from RFCs, Guidelines and other documentation.

A CWG letter has been allocated to each in the table below to identify the source in the rest of the document. Sources are listed according to date of creation (with the exception of the last entry)

CWG	Title	Description	Creator	Original Creation Date
A	RFC1591 <sup>30</sup>	Created by first IANA operator Jon Postel to describe how the IANA functions were run.	IETF	Mar 1994
B	ICANN Bylaws <sup>31</sup>	The rules surrounding the development, activities and policy development of the Internet Corporation for Assigned Names and Number (ICANN).	ICANN	Nov 1998 (multiple revisions)
C	ICP-1 <sup>32</sup>	A restatement of RFC1591 (Source A) by ICANN over how the IANA functions are run.	ICANN	May 1999
D	Principles for the Delegation and Administration of Country Code Top Level Domains <sup>33</sup>	An effort by ICANN's Governmental Advisory Committee (GAC) to clarify rules over ccTLD delegations and re-delegations	GAC	Feb 2000

<sup>30</sup> <https://www.ietf.org/rfc/rfc1591.txt>

<sup>31</sup> Archive at: <https://www.icann.org/resources/pages/archive-bc-2012-02-25-en>

<sup>32</sup> <https://www.icann.org/resources/pages/delegation-2012-02-25-en>

<sup>33</sup> <http://archive.icann.org/en/committees/gac/gac-ccTLDprinciples-23feb00.htm>

<b>CWG</b>	<b>Title</b>	<b>Description</b>	<b>Creator</b>	<b>Original Creation Date</b>
E	GNSO Policy Development Process (GNSO PDP) <sup>34</sup>	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)
F	ccNSO Policy Development Process (ccPDP) <sup>35</sup>	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)
G	Principles and Guidelines for the Delegation and Administration of Country Code Top Level Domains <sup>36</sup>	A revised and superseding version of Source C by the GAC to clarify rules over ccTLD delegations and re-delegations.	GAC	Apr 2005
H	GNSO Policy Development Process Manual <sup>37</sup>	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)
I	GNSO Working Group Guidelines <sup>38</sup>	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)

<sup>34</sup> Latest version at: <https://www.icann.org/resources/pages/bylaws-2012-02-25-en#AnnexA>

<sup>35</sup> Latest version at: <https://www.icann.org/resources/pages/bylaws-2012-02-25-en#AnnexB>

<sup>36</sup> <https://archive.icann.org/en/committees/gac/gac-cctld-principles.htm>

<sup>37</sup> Latest version at: <http://gns0.icann.org/en/council/annex-2-pdp-manual-26mar14-en.pdf>

<sup>38</sup> Latest version at: <http://gns0.icann.org/council/annex-1-gns0-wg-guidelines-26mar14-en.pdf>

<b>CWG</b>	<b>Title</b>	<b>Description</b>	<b>Creator</b>	<b>Original Creation Date</b>
J	New gTLD Applicant Guidebook <sup>39</sup>	Rules surrounding applying for and the evaluation of applications for new generic top-level domains.	ICANN	Jun 2012
K	IANA Functions Contract <sup>40</sup>	Most recent contract between ICANN and National Telecommunications and Information Administration (NTIA) for running the IANA functions.	NTIA	Oct 2012
L	Framework of Interpretation of current policies and guidelines pertaining to the delegation and re-delegation of country-code Top Level Domain Names <sup>41</sup>	A review of existing policies into the delegation and re-delegation of ccTLDs. Provides guidelines and recommendations for following the current policies.	ccNSO	Oct 2014
M	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

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

Source A: 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 to decide on its expansion. The longest part of it outlines selection criteria for the manager of a new top-level domain and what was expected of such a manager.

<sup>39</sup> <http://newgtlds.icann.org/en/applicants/agb>

<sup>40</sup> [http://www.ntia.doc.gov/files/ntia/publications/sf\\_26\\_pg\\_1-2-final\\_award\\_and\\_sacs.pdf](http://www.ntia.doc.gov/files/ntia/publications/sf_26_pg_1-2-final_award_and_sacs.pdf)

<sup>41</sup> <http://ccnso.icann.org/workinggroups/foi-final-07oct14-en.pdf>

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 country code top-level domains (ccTLDs), the majority of which do not have a contractual relationship with ICANN.

All ccTLDs,<sup>42</sup> regardless of whether they are members of the Country Code Names Supporting Organization (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<sup>43</sup> 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 since 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 Generic Names Supporting Organization (GNSO) of ICANN and its policy development process (Source E) and other GNSO PDPs

Source C: 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 domain name system 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 re-delegation of the ccTLD.

The ccNSO later formally rejected the document (arguing in one case that it was "inconsistent with current rules and practices in several areas"<sup>44</sup>). A similar document produced by IANA two years earlier also ran afoul of ccTLD managers<sup>45</sup>.

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

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<sup>42</sup> Of the 248 ccTLDs (not including IDN ccTLDs), 152 are members of the ccNSO. The remainder rest outside the ICANN system.

<sup>43</sup> Examples being "DE" for Germany (Deutschland) and "US" for United States

<sup>44</sup> See the final report of the Delegation, Re-delegation and Retirement Working Group of the ccNSO (2011) at: <http://ccnso.icann.org/workinggroups/final-report-drd-wg-17feb11-en.pdf>

<sup>45</sup> ccTLD News Memo #1 (1997): <https://www.iana.org/reports/1997/cctld-news-oct1997.html>

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<sup>46</sup>.

#### Source F: ccNSO Policy Development Process

All members of the ccNSO<sup>47</sup> 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 documented<sup>48</sup> 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<sup>49</sup>.
- The proposal is posted for public comments.
- 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 been developed through to completion (it covered the creation of so-called IDN ccTLDs and took several years to complete).

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 Board can be subject to the Reconsideration or the Independent Review process (Note that many ccTLDs have a local Policy Dispute Resolution Process but these are outside the scope of the IANA Stewardship Transition Process).

#### Source G: 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

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<sup>46</sup> The NTIA IANA Functions Contract only mentions RFC1591 and makes no reference to ICP-1.

<sup>47</sup> See the full list here: <http://ccnso.icann.org/about/members.htm>

<sup>48</sup> A graphical representation of the process is available here: <http://ccnso.icann.org/policy/pdp-15jan13-en.pdf>

<sup>49</sup> 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.

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 (details at <https://www.icann.org/resources/pages/bylaws-2012-02-25-en#XI>).

This Advice is 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 re-delegation of a ccTLD:

*7.1. Principle*

*Delegation and re-delegation is a national issue and should be resolved nationally and in accordance with national laws, taking into account the views of all local stakeholders 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 re-delegation in line with authoritative instructions showing the basis for the decision.*

Source L: Framework of Interpretation of current policies and guidelines pertaining to the delegation and re-delegation of country-code Top Level Domain 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 re-delegations of ccTLDs.

The FOIWG worked diligently for three years to complete its mandate, with members representing the ccNSO, GAC, ALAC and others. In this time the FOIWG has 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.

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>

Source M: Fast Track (for IDN ccTLDs)

The Fast Track Process for IDN ccTLDs was developed by the IDNC Working Group (short form of IDN ccTLDs) which was the 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. 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 which approved the recommendations of the IDNC WG in November 2009 is <https://www.icann.org/resources/board-material/resolutions-2009-10-30-en#2> .

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.

## Existing arrangements

Most broadly, there are two sets key services that ICANN, in performance of the IANA functions, provides to the Names community: delegation and re-delegation (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.

Service	Function numbers <sup>50</sup>	ccTLD sources (main)	ccTLD sources (supplemental)	gTLD sources (main)	gTLD sources (supplemental)
Delegation and re-delegation	4, 5	A, M	C, D, F, G, L	J, K	A, B, E
Changes to the root zone	1, 2, 3, 6, 7, 8, 9	A, K	C, F, G	J, K	E, H, I

While the IANA functions play a critical role in the proper functioning of the domain name system, 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/re-delegation processes for ccTLDs and gTLDs are so different, we have kept them separate.

1. Delegation and re-delegation of ccTLDs
2. Delegation and re-delegation of gTLDs
3. 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.

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### 1. Delegation and re-delegation of ccTLDs

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

- A. Delegation and re-delegation of ccTLDs under RFC1591
- B. Application for an IDN ccTLD string per Board decision on the Fast Track Process for IDN ccTLDs (not delegation)
- C. Description of the ccNSO Policy Development Process

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<sup>50</sup> Refer to Section 1.a for the 'List of IANA functions used by the Naming communities'.

**Table 1.A Delegation and re-delegation 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 <sup>51</sup>	
A-1	Submission of delegation or re-delegation request				x					A (3.1, 3.4, 3.6) K (C.2.9.2.c)
A-2	Submission of a re-delegation request by a national government or territorial administration					x				G (1.7) K (C.2.9.2.c)
A-3	Validation of authenticity of the delegation or re-delegation request							x		-
A-4	Verification of compliance with established policies, procedures and requirements as well as assistance to applicants							x		A (3.1, 3.4, 3.6) G (1.7) K (C.2.9.2.c) L M

<sup>51</sup> 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 <sup>51</sup>	
A-5	Motion by ICANN Board		x							-
A-6	Verification that the request complies with established policies and approval						x			A (3.1, 3.4, 3.6) G (1.7) L M
A-7	Implementation of the modification in the root zone file if applicable								x	-
A-8	Updating Root-Zone WHOIS							x		K (C.2.9.2.b)

**Table 1.B 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	

B-1	Application for an IDN ccTLD string as per the Fast Track Requirements				x	x					M
B-2	Review of application for IDN ccTLD specific requirements	x								x	M
B-2a	If the requested string is approved the registry operator may proceed to request delegation per the standard process										M
B-2b	If the requested string is refused because it is deemed confusingly similar the applicant may request an EPSRP evaluation B-3										M
B-2c	If the requested string fails to meet other criteria the application is refused.										M
B-3	Extended Process Similarity Review Panel evaluation									x	M

B-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)									M
B-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)									M

Note:	B-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)										M
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Delegation and Re-delegation of IDN ccTLDs in accordance with Table 1

**Table 1.C 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	
C-1	Request an issue report (requesters can be): <ul style="list-style-type: none"> <li>• ccNSO Council</li> <li>• ICANN Board of Directors</li> <li>• One or more of the Regional Organisations</li> <li>• ICANN Supporting Organisation or Advisory Committee</li> <li>• Members of the ccNSO (at least 10 members)</li> </ul>									F (1)
C-2	Appointment of Issue Manager			x						F (2)
C-3	Issue manager produces Issue Report + recommendation if a PDP is required				x					F section 2
C-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						F (2) And Annex C
C-5	ccNSO council votes to initiate a PDP or not. If not step 21			x						F (3)

Step	Process Step Description	Done by:								References
		ICANN Staff	ICANN Board	ccNSO Council	Issue manager	ccNSO members	GAC	IANA	NTIA	
C-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						F (4,5,7,8)
C-7	Public Notice of initiation of a PDP for comments (including direct notification of the GAC by the ccNSO Council)				x					F (6)
C-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					F (7,8,9)
C-9	Task Force (or alternate mechanism) produce final report taking into account results of public consultation				x					F (9)
C-10	GAC opinion or Advice						x			F (10)
C-11	ccNSO Council consideration and vote. If not adopted by at least 14 members of Council (Step 20)			x						F (10,11,12)

Step	Process Step Description	Done by:								References
		ICANN Staff	ICANN Board	ccNSO Council	Issue manager	ccNSO members	GAC	IANA	NTIA	
C-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				F (13)
C-13	Issue Manager will prepare a report for the ICANN Board if the members accept				x					F (14)
C-14	ccNSO Council reviews and approves the Report for transmission to the ICANN Board			x						F (14)
C-15	ICANN Board Votes on approving the report [not accepted if supermajority (66% of Board members) votes against.]		x							F (15)
C-15	If the Board approves the report it becomes policy, directing staff to implement ( Implementation, See step 21)		x							F (16)
C-15b	If rejected send back recommendations to the ccNSO Council for modifications		x							F (15)
C-16	If the report is sent back to the ccNSO Council. The ccNSO Council shall consider making Changes			x						F (15)
C-17	ccNSO Council votes on sending the report (modified or not) to the ICANN Board for approval.			x						F (15)

Step	Process Step Description	Done by:								References
		ICANN Staff	ICANN Board	ccNSO Council	Issue manager	ccNSO members	GAC	IANA	NTIA	
C-18	The Issue Manager transmits the report to the ICANN Board with relevant information.				x					F (15)
C-19	The ICANN Board votes on accepting the report		x							F (15)
C-19a	If the Board approves the report it becomes policy.		x							F (15)
C-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							F (15)
C-20	Termination of PDP		x	x		x				F (3, 11, 13, 15)
C-21	If policy, Implementation at direction of Board	x								F (16)

## 2. Delegation and re-delegation of gTLDs

Step	Process Step Description	Done by:							Function <sup>52</sup>
		ICANN Staff	ICANN Board	GNSO	Registry operator	NTIA	IANA	RZM <sup>53</sup>	
2-1	Development of Consensus Policies			x					
2-2	Approval of Consensus Policies		x						
2-3	Implementation of Consensus Policies including:	x		x					
2-3a	Finalization of Registry Agreement	x	x	x					
2-3b	Approval of gTLD for delegation	x							
2-3c	Execution of Registry Agreements	x			x				
2-4	Pre-delegation testing	x			x				
2-5	Request for delegation by registry operators or by ICANN in the case of EBERO action	x			x				
2-6	Verification of process, policy and technical checks					x	x		2, 5, 6, 7, 8
2-7	Approval of delegation of gTLD					x			
2-8	Change into the root							x	
2-9	Update root zone WHOIS						x		3, 6, 8

<sup>52</sup> Refer to Section 1.a for the 'List of IANA functions used by the Naming communities'.

<sup>53</sup> RZM = Root Zone Maintainer

### 3. Modification of Root Zone File for ccTLDs and gTLDs

Step #	Process Step Description	Currently Done by	IANA Functions <sup>54</sup>
3-1	Submission of modification request	ccTLD Manager or gTLD Registry Operator	
3-2	Validation of the change request	ICANN Staff	
3-3	Verification of compliance with established policies and procedures	IANA & NTIA	C.2.9.2.b, e & g
3-4	Implementation of the modification in the root zone file if applicable	Root Zone Maintainer	
3-5	Updating Root-Zone WHOIS	IANA	C.2.9.2.b, e & g

#### **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.

Step #	Process Step Description	Reference(s)	URL Link
2-1	Development of Consensus Policies for gTLDs	<ul style="list-style-type: none"> <li>ICANN Bylaws, Annex A</li> <li>Visual diagram of the GNSO PDP</li> </ul>	<ul style="list-style-type: none"> <li><a href="https://www.icann.org/resources/pages/bylaws-2012-02-25-en#AnnexA">https://www.icann.org/resources/pages/bylaws-2012-02-25-en#AnnexA</a></li> <li><a href="http://gns0.icann.org/en/basics/policy-development-process-flow-10jul14-en.pdf">http://gns0.icann.org/en/basics/policy-development-process-flow-10jul14-en.pdf</a></li> </ul>
2-2	Approval of Consensus Policies for gTLDs	Section 9 of Bylaws, Annex A	See link above
2-3	Implementation of Consensus Policies for gTLDs including:	Section 10 of Bylaws, Annex A	See link above
2-3a	Finalization of the Registry Agreement, including terms for delegation, re-delegation and modification of name server and contact information for gTLDs	New gTLD Applicant Guidebook, Module 5, Section 5.1	<a href="http://newgtlds.icann.org/en/applicants/agb">http://newgtlds.icann.org/en/applicants/agb</a>
2-3b	Approval of gTLDs for delegation	Same as for 1.c.i	Same as for 2-3a
2-3c	Execution of Registry Agreements	Same as for 1.c.i	Same as for 2-3a
2-4	Pre-delegation testing of approved gTLDs with an executed agreement	New gTLD Applicant Guidebook, Module 5, Section 5.2	Same as for 2-3a

<sup>54</sup> Refer to Section 1.a for the 'List of IANA functions used by the Naming communities'.

Step #	Process Step Description	Reference(s)	URL Link
2-5	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 2-3a
2-6	Verification that process, policy and technical checks were successfully confirmed	<ul style="list-style-type: none"> <li>IANA Functions Contract Sections C.2.9.2, C.2.9.2.a, &amp; C.2.9.2.d</li> <li>SAC067 Overview and History of the IANA Functions</li> </ul>	<a href="http://www.ntia.doc.gov/files/ntia/publications/sf_26_pg_1-2-final_award_and_sacs.pdf">http://www.ntia.doc.gov/files/ntia/publications/sf_26_pg_1-2-final_award_and_sacs.pdf</a>  <a href="https://www.icann.org/en/system/files/files/sac-067-en.pdf">https://www.icann.org/en/system/files/files/sac-067-en.pdf</a>
2-7	Approval of delegation of gTLDs	IANA Functions Contract Section C.2.9.2.d	Same as 2-6
2-8	Delegation/re-delegation of gTLDs into the root	IANA Functions Contract Sections C.2.9.2.d & C.2.9.2.f	Same as 2-6
2-9	Updating Root-Zone WHOIS	IANA Functions Contract Section C.2.9.2.b	Same as 2-6
3-1	Submission of modification request	IANA Functions Contract Sections C.2.9.2, C.2.9.2.a, & C.2.9.2.b	Same as 2-6
3-2	Validation of the change request	IANA Functions Contract Section C.2.9.2.b	Same as 2-6
3-3	Verification of compliance with established policies and procedures	IANA Functions Contract Section C.2.9.2.b	Same as 2-6
3-4	Implementation of the modification in the root zone file if applicable	IANA Functions Contract Section C.2.9.2.b	Same as 2-6
3-5	Updating Root-Zone WHOIS	IANA Functions Contract Section C.2.9.2.b	Same as 2-6

## **Description of Policy Dispute Resolution Processes**

### **ccTLDs**

This is included in the ccTLD portion at the beginning of Section II.A.

### **gTLDs**

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

Step #	Process Step Description	Dispute Resolution Process (DRP)	Document Title(s) & URL Link(s)
2-1	Development of Consensus Policies for gTLDs <sup>55</sup>	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: <a href="http://gns0.icann.org/council/annex-2-pdp-manual-26mar14-en.pdf">http://gns0.icann.org/council/annex-2-pdp-manual-26mar14-en.pdf</a>  GNSO Working Group Guidelines: <a href="http://gns0.icann.org/council/annex-1-gns0-wg-guidelines-26mar14-en.pdf">http://gns0.icann.org/council/annex-1-gns0-wg-guidelines-26mar14-en.pdf</a>
2-2	Approval of Consensus Policies for gTLDs	<ul style="list-style-type: none"> <li>• If the Board rejects GNSO policy recommendations that were adopted by a simple majority<sup>56</sup>, there is no DRP.</li> <li>• If the Board rejects GNSO policy recommendations that were adopted by a supermajority<sup>57</sup>: <ul style="list-style-type: none"> <li>- GNSO &amp; Board discussion</li> <li>- Possible GNSO supplementary recommendation</li> <li>- 2/3 Board vote required to reject a Council supermajority approved policy.</li> </ul> </li> <li>• In both cases above, adversely impacted persons or entities could request Reconsideration by the Board.</li> <li>• Because the Board makes a decision regarding approval of consensus policies, a materially impacted party could request an Independent Review.</li> </ul>	ICANN Bylaws, Annex A, GNSO PDP, Section 9: <a href="https://www.icann.org/resources/pages/bylaws-2012-02-25-en#AnnexA">https://www.icann.org/resources/pages/bylaws-2012-02-25-en#AnnexA</a>  <u>Reconsideration</u> ICANN Bylaws, Article IV, Section 2: <a href="https://www.icann.org/resources/pages/bylaws-2012-02-25-en#IV">https://www.icann.org/resources/pages/bylaws-2012-02-25-en#IV</a>  <u>Independent Review</u> ICANN Bylaws, Article IV, Section 3: <a href="https://www.icann.org/resources/pages/bylaws-2012-02-25-en#IV">https://www.icann.org/resources/pages/bylaws-2012-02-25-en#IV</a>

<sup>55</sup> 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 other ICANN. Section 3.2 of the Working Group Guidelines states that working groups “should mirror the diversity and representativeness of the community”.

<sup>56</sup> 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.

<sup>57</sup> 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)
2-3	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.	<p>ICANN Bylaws, Annex A, GNSO PDP, Section 10:  <a href="https://www.icann.org/resources/pages/bylaws-2012-02-25-en#AnnexA">https://www.icann.org/resources/pages/bylaws-2012-02-25-en#AnnexA</a></p> <p>Policy &amp; Implementation WG wiki:  <a href="https://community.icann.org/pages/viewpage.action?pageId=41899467">https://community.icann.org/pages/viewpage.action?pageId=41899467</a></p> <p>GNSO Project Page:  <a href="http://gnso.icann.org/en/group-activities/active/policy-implementation">http://gnso.icann.org/en/group-activities/active/policy-implementation</a></p>
2-3a	Finalization of the Registry Agreement, including terms for delegation, re-delegation and modification of name server and contact information for gTLDs	<p>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.<sup>58</sup></p> <p>Because the Board makes a decision regarding approval of the registry agreement, a materially impacted party could request an Independent Review.</p>	<p>New gTLD Applicant Guidebook (AG):  <a href="http://newgtlds.icann.org/en/applicants/agb">http://newgtlds.icann.org/en/applicants/agb</a></p> <p><u>Independent Review</u>  ICANN Bylaws, Article IV, Section 3:  <a href="https://www.icann.org/resources/pages/bylaws-2012-02-25-en#IV">https://www.icann.org/resources/pages/bylaws-2012-02-25-en#IV</a></p>

<sup>58</sup> 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)
2-3b	Approval of gTLDs for delegation	<p>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.</p> <p>An applicant whose gTLD string is not approved for delegation could request Reconsideration by the Board.</p>	<p>New gTLD Applicant Guidebook (AG): <a href="http://newgtlds.icann.org/en/applicants/agb">http://newgtlds.icann.org/en/applicants/agb</a></p> <p><u>Reconsideration</u> ICANN Bylaws, Article IV, Section 2: <a href="https://www.icann.org/resources/pages/bylaws-2012-02-25-en#IV">https://www.icann.org/resources/pages/bylaws-2012-02-25-en#IV</a></p>
2-3c	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): <a href="http://newgtlds.icann.org/en/applicants/agb">http://newgtlds.icann.org/en/applicants/agb</a>
2-4	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): <a href="http://newgtlds.icann.org/en/applicants/agb">http://newgtlds.icann.org/en/applicants/agb</a>

Step #	Process Step Description	Dispute Resolution Process (DRP)	Document Title(s) & URL Link(s)
2-5	Request for delegation by registry operators or by ICANN in the case of an Emergency Back End Registry Operator (EBERO) action	<p>For the current round of new gTLDs, Section 5.3 describes the delegation process; it refers applicants to the IANA site for delegation information.</p> <p>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 FORA, 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 FORA ON THE BASIS OF ANY OTHER LEGAL CLAIM AGAINST ICANN AND ICANN AFFILIATED PARTIES WITH RESPECT TO THE APPLICATION.” So there is not DRP for this step.</p> <p>Emergency back-end registry operators (EBEROs) are temporarily activated if a TLD registry operator is at risk of failing.</p>	<p>New gTLD Applicant Guidebook (AG): <a href="http://newgtlds.icann.org/en/applicants/agb">http://newgtlds.icann.org/en/applicants/agb</a></p> <p>IANA processes: <a href="http://www.iana.org/domains/root">http://www.iana.org/domains/root</a></p> <p>For more information on EBEROs see: <a href="https://www.icann.org/resources/pages/ebero-2013-04-02-en">https://www.icann.org/resources/pages/ebero-2013-04-02-en</a></p>
2.6	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: <a href="http://www.ntia.doc.gov/files/ntia/publications/sf_26_pg_1-2-final_award_and_sacs.pdf">http://www.ntia.doc.gov/files/ntia/publications/sf_26_pg_1-2-final_award_and_sacs.pdf</a>
2-7	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: <a href="http://www.ntia.doc.gov/files/ntia/publications/sf_26_pg_1-2-final_award_and_sacs.pdf">http://www.ntia.doc.gov/files/ntia/publications/sf_26_pg_1-2-final_award_and_sacs.pdf</a>
2-8	Delegation/re-delegation 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: <a href="http://www.ntia.doc.gov/page/verisign-cooperative-agreement">http://www.ntia.doc.gov/page/verisign-cooperative-agreement</a>

<b>Step #</b>	<b>Process Step Description</b>	<b>Dispute Resolution Process (DRP)</b>	<b>Document Title(s) &amp; URL Link(s)</b>
2-9	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: <a href="http://www.ntia.doc.gov/files/ntia/publications/sf_26_pg_1-2-final_award_and_sacs.pdf">http://www.ntia.doc.gov/files/ntia/publications/sf_26_pg_1-2-final_award_and_sacs.pdf</a>
3-1	Submission of modification request	As noted earlier in this section, this step is performed by the registry TLD operator.	IANA processes: <a href="http://www.iana.org/domains/root">http://www.iana.org/domains/root</a>
3-2	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: <a href="http://www.ntia.doc.gov/files/ntia/publications/sf_26_pg_1-2-final_award_and_sacs.pdf">http://www.ntia.doc.gov/files/ntia/publications/sf_26_pg_1-2-final_award_and_sacs.pdf</a>
3-3	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: <a href="http://www.ntia.doc.gov/files/ntia/publications/sf_26_pg_1-2-final_award_and_sacs.pdf">http://www.ntia.doc.gov/files/ntia/publications/sf_26_pg_1-2-final_award_and_sacs.pdf</a>
3-4	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: <a href="http://www.ntia.doc.gov/page/verisign-cooperative-agreement">http://www.ntia.doc.gov/page/verisign-cooperative-agreement</a>
3-5	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: <a href="http://www.ntia.doc.gov/files/ntia/publications/sf_26_pg_1-2-final_award_and_sacs.pdf">http://www.ntia.doc.gov/files/ntia/publications/sf_26_pg_1-2-final_award_and_sacs.pdf</a>

## 2.2 Oversight and Accountability

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

<ul style="list-style-type: none"><li>• Oversight (of the IANA 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.</li></ul>
<ul style="list-style-type: none"><li>• Accountability – Accountability provides the ability for an independent entity to impose binding consequences to ensure the IANA Operator meets its formally documented and accepted agreements, standards and expectations.</li></ul>

### 1. 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, also 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.

#### 1.1 NTIA acting as Contract Administrator for the IANA Function Contract

**The IANA functions contract provides the following oversight support mechanisms over the IANA functions:**

Initial One-time Obligations
<ul style="list-style-type: none"><li>○ <i>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.</i></li></ul>
<ul style="list-style-type: none"><li>○ <i>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</i></li></ul>

<p><i>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.</i></p>
<ul style="list-style-type: none"> <li>○ <i>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</i></li> </ul>
<ul style="list-style-type: none"> <li>○ <i>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.</i></li> </ul>
<ul style="list-style-type: none"> <li>○ <i>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.</i></li> </ul>
<p><b>Ongoing Obligations</b></p>
<ul style="list-style-type: none"> <li>○ <i>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:...</i></li> </ul>
<ul style="list-style-type: none"> <li>○ <i>C.4.1 Meetings -- Program reviews and site visits shall occur annually.</i></li> </ul>
<ul style="list-style-type: none"> <li>○ <i>C.4.2 Monthly Performance Progress Report -- The Contractor shall prepare and submit</i></li> </ul>

<p><i>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.</i></p>
<ul style="list-style-type: none"> <li>○ <i>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.</i></li> </ul>
<ul style="list-style-type: none"> <li>○ <i>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.</i></li> </ul>
<ul style="list-style-type: none"> <li>○ <i>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.</i></li> </ul>
<ul style="list-style-type: none"> <li>○ <i>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.</i></li> </ul>
<ul style="list-style-type: none"> <li>○ <i>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.</i></li> </ul>
<ul style="list-style-type: none"> <li>○ <i>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.</i></li> </ul>

**Which IANA functions are affected by the oversight functions:**

All of the 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:

1) C.2.9.2 Perform Administrative Functions Associated With Root Zone Management
2) C.2.9.2.a Root Zone File Change Request Management
3) C.2.9.2.b Root Zone “WHOIS” Change Request and Database Management
4) C.2.9.2.c Delegation and Re-delegation of a Country Code Top Level-Domain (ccTLD)
5) C.2.9.2d Delegation and Re-delegation of a Generic Top Level Domain (gTLD)
6) C.2.9.2.e Root Zone Automation
7) C.2.9.2.f Root Domain Name System Security Extensions (DNSSEC) Key Management
8) C.2.9.2.g Customer Service Complaint Resolution Process (CSCR)

All of the 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:

9) Management of the Repository of IDN Practices
10) Retirement of ccTLD codes

Services 2), 3), 4), 5), and 10) may be affected by oversight performed by registrants and users.

**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:

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 contract 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.

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|---|
| 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. |

**Jurisdiction**

The jurisdiction for enforcement of the IANA functions contract is the United States.

**1.2 Independent Review of Board Actions**

The ICANN Bylaws provide for an Independent Review of Board Actions (which would apply to the delegation and re-delegation of ccTLDs and gTLDs which require ICANN Board approval prior to being submitted to the NTIA). Details of the Bylaws can be found at <https://www.icann.org/resources/pages/bylaws-2012-02-25-en#IV>. The following sections are from the Bylaws:

- |   |
|---|
| <ul style="list-style-type: none"> <li>• 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.</li> </ul>  |
| <ul style="list-style-type: none"> <li>• 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.</li> </ul>  |
| <ul style="list-style-type: none"> <li>• 11. The IRP Panel shall have the authority to:             <ul style="list-style-type: none"> <li>○ summarily dismiss requests brought without standing, lacking in substance, or that are frivolous or vexatious;</li> <li>○ request additional written submissions from the party seeking review, the Board, the Supporting Organizations, or from other parties;</li> <li>○ declare whether an action or inaction of the Board was inconsistent with the Articles of Incorporation or Bylaws; and</li> <li>○ 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;</li> <li>○ consolidate requests for independent review if the facts and circumstances are sufficiently similar; and</li> </ul> </li> </ul> |

<ul style="list-style-type: none"> <li>○ determine the timing for each proceeding.</li> </ul>
<ul style="list-style-type: none"> <li>• 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.</li> </ul>
<ul style="list-style-type: none"> <li>• 21. Where feasible, the Board shall consider the IRP Panel declaration at the Board's next meeting. The declarations of the IRP Panel, and the Board's subsequent action on those declarations, are final and have precedential value.</li> </ul>
<ul style="list-style-type: none"> <li>• The current ICANN supplier for the IRP is The International Centre for Dispute Resolution. Details at <a href="http://www.icdr.org">www.icdr.org</a>.</li> </ul>
<ul style="list-style-type: none"> <li>• 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.</li> </ul>

**Which IANA functions are affected by the oversight functions:**

All of the 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:

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

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:

3) Retirement of ccTLD codes

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.

**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 IRP 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;

## Jurisdiction

The jurisdiction for enforcement of the IANA functions contract is the United States.

### 1.3 NTIA acting 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:

*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:

- *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.*

**Which IANA functions are affected by the oversight functions:**

All of the 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:

1) C.2.9.2 Perform Administrative Functions Associated With Root Zone Management
2) C.2.9.2.a Root Zone File Change Request Management
3) C.2.9.2.b Root Zone "WHOIS" Change Request and Database Management
4) C.2.9.2.c Delegation and Re-delegation of a Country Code Top Level-Domain (ccTLD)
5) C.2.9.2d Delegation and Re-delegation of a Generic Top Level Domain (gTLD)
6) C.2.9.2.e Root Zone Automation
7) C.2.9.2.f Root Domain Name System Security Extensions (DNSSEC) Key Management
8) C.2.9.2.g Customer Service Complaint Resolution Process (CSCR)

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:

- 9) Retirement of ccTLD codes

Services 2), 3), 4), 5), and 9) 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.

**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.

**Jurisdiction**

The jurisdiction for enforcement of the IANA functions contract is the United States.

## **2. Oversight and accountability for IANA Functions services and activities relative only to ccTLDs**

### **2.1 Applicability of local law for the administration by the Operator of ccTLDs associated with a specific country or territory.**

The IANA Functions Contract clearly establishes the importance of the GAC Principles 2005 in the delegation and re-delegation 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 Operator currently seeks government approval for all ccTLD delegations and re-delegations governments usually limit the use of their power in these matters to re-delegations where the local government is requesting a change of ccTLD manager which is not supported by the current manager.

### **Which IANA functions are affected by the oversight functions:**

All of the 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:

1) C.2.9.2 Perform Administrative Functions Associated With Root Zone Management
2) C.2.9.2.a Root Zone File Change Request Management
3) C.2.9.2.b Root Zone “WHOIS” Change Request and Database Management
4) C.2.9.2.c Delegation and Re-delegation of a Country Code Top Level-Domain (ccTLD)
5) C.2.9.2.e Root Zone Automation
6) C.2.9.2.f Root Domain Name System Security Extensions (DNSSEC) Key Management
7) C.2.9.2.g Customer Service Complaint Resolution Process (CSCR)

### 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.

### Jurisdiction

The jurisdiction is set per country and territory.

### 2.2 Additional sources of accountability for a limited number of ccTLDs

There are additional sources of accountability for the limited number of ccTLDs<sup>59</sup> 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>):
  - *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<sup>60</sup> ("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*

<sup>59</sup> 8 Sponsorship Agreements and 7 MoU's

<sup>60</sup> Information regarding the International Chamber of Commerce (ICC) services in dispute resolution can be found at <http://www.iccwbo.org/>

*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 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.*

**Which IANA functions are affected by the oversight functions:**

All of the 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:

1) C.2.9.2 Perform Administrative Functions Associated With Root Zone Management
2) C.2.9.2.a Root Zone File Change Request Management
3) C.2.9.2.b Root Zone “WHOIS” Change Request and Database Management
4) C.2.9.2.c Delegation and Re-delegation of a Country Code Top Level-Domain (ccTLD)
5) C.2.9.2.d Delegation and Re-delegation of a Generic Top Level Domain (gTLD)
6) C.2.9.2.e Root Zone Automation
7) C.2.9.2.f Root Domain Name System Security Extensions (DNSSEC) Key Management
8) C.2.9.2.g Customer Service Complaint Resolution Process (CSCR)

All of the 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:

- 9) Management of the Repository of IDN Practices
- 10) Retirement of ccTLD codes

Services 2), 3), 4), 5), and 10) 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.

**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.

**Jurisdiction**

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

### 3 - Proposed Post-Transition Oversight and Accountability Arrangements

#### Introduction

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

- The current arrangements provided by the NTIA for the oversight and accountability of the IANA Functions are generally satisfactory and the objective of the CWG is to replicate these as faithfully as possible (not including contract elements that are required because the NTIA is part of the US government). This implies that the new arrangements post transition should provide the ability to tender for the IANA Functions Operator and to replace ICANN as the IANA Functions Operator.
- The proposed replacement solution should not seek to recreate another ICANN like structure with associated costs and complexities.
- The proposed replacement solution should not affect existing TLD policies or how they are currently interpreted.
- The TLD registry operators are, currently, generally satisfied with the work of the IANA Functions Contractor staff and as such would not seek to change the current arrangements immediately upon transition.
- The separation between ICANN as a policy body and ICANN as the IANA Functions Operator needs to be reinforced and strengthened.

It important to note that all the elements in this proposal in areas overlapping with the ICANN Accountability Review Process ("Accountability CCWG") are subject to the results of the Accountability CCWG. Taking this into consideration it is generally agreed that the transition must not take place until:

- The requisite accountability mechanisms have been identified by the CWG on Enhancing ICANN Accountability ("Accountability CCWG")
- Mechanisms that the community determines are necessary pre-transition have been put in place
- Agreements and other guarantors are in place to ensure timely implementation of mechanisms that the Accountability CCWG decides may be implemented post-transition

The following transition proposal is rests on these elements and is based on the creation of 4 new entities to replace the current NTIA arrangements. These are:

- **Contract Co.** – This is a not for profit company whose only function is to be signatory to the contract with the IANA Functions Operator. As such this entity would have no staff.
- **Multistakeholder Periodic Review Team (PRT)** - The PRT would be a multi-stakeholder body with formally selected representatives from all of the relevant communities (exact composition TBD). The operation of the PRT would be based on the concept of maximum public transparency. The responsibilities of the PRT will include:

- o Making decisions for Contract Co.
  - o IANA Functions Operator Budget Review
  - o Addressing any escalation issues from the CSC.
  - o Performing certain elements of administration currently set forth in the IANA Functions contract and currently being carried out by the NTIA.
- **Customer Standing Committee (CSC)** - The CSC would receive IANA Operator reports, evaluate these for the PRT and the community at large and escalate any significant issues to the PRT. The CSC, which would report to the PRT, would be primarily made up of a small number of representatives of registry operators, as well as liaisons from other SO/AC's and potentially other stakeholder groups (exact composition to be determined).
  - **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. 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, such as the ICC, ICDR or AAA, or a standing list of qualified people under rules promulgated by such an organization.

## Review of arrangements from section 2B

The following is a list of the oversight and accountability arrangements listed 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 RFP’s, 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 of all aspects of the Service Level Agreements (SLAs) component of the IANA contract.
- **Independent Review of Board Actions** – The ICANN Bylaws provide for an Independent (binding) Review of Board Actions. This would apply to the delegation and re-delegation of ccTLDs and gTLDs, which require ICANN Board approval prior to being submitted to the NTIA.
- **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 content and contact information 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 relevant to all actions and actions, or lack of, by the IANA Functions Operator for such ccTLDs.

## **Continuation of existing arrangements**

- Independent Review of Board Actions – no 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 is beyond the scope of the CWG’s charter to modify. The CWG will propose changes to existing arrangements to ensure the all IANA Functions Operator 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.

## **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 all of the individual arrangements do not have to be carried out by a single entity that would act as a wholesale replacement of the NTIA in these matters. Rather, it is envisioned that different groups or entities would carry out the individual arrangements. These groups or entities would be interrelated at the functional level where the overall objective is to ensure effective replacement of the NTIA in the most efficient manner possible to avoid re-creating an ICANN like structure. The IANA Functions Contract between ICANN and the NTIA would be replaced by a contract between ICANN and an independent entity.

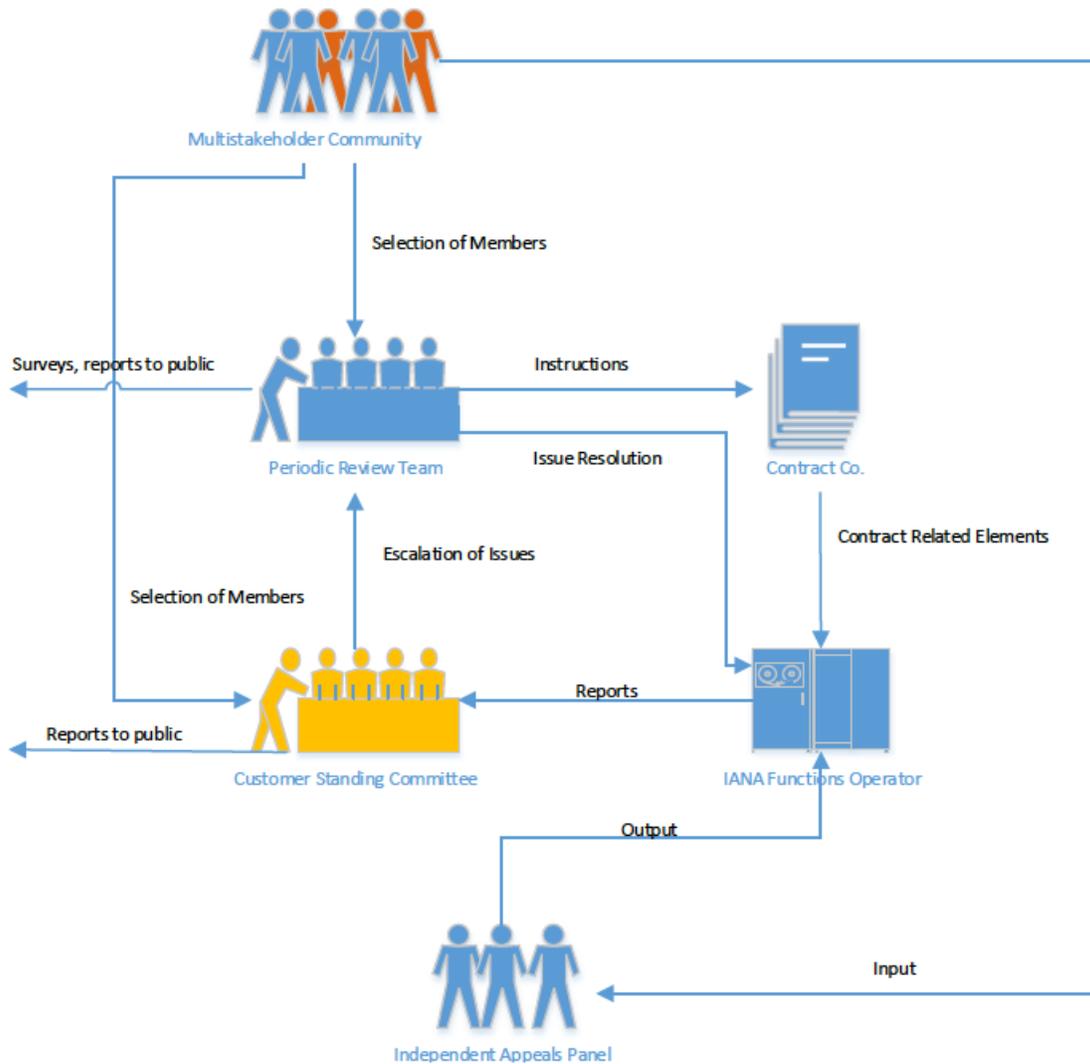
- NTIA acting as the IANA Functions Contract Administrator – contracting functions
  - The CWG wishes to continue with the existing arrangement whereby there is a formal contract between the IANA Functions Operator (currently ICANN) and an independent entity (currently the U.S. Department of Commerce/NTIA). Since the NTIA will no longer be the IANA Functions Contract Administrator, it will be replaced by another entity as party to the contract with the IANA Functions Operator. The CWG is proposing that this entity would be a newly formed non-profit corporation (“Contract Co.”). The sole function of this new corporation would be to enter into the contract with the IANA Functions Operator, and, if required, to enforce its provisions if advised to do so by the Periodic Review Team (see below). As such this new corporation would have no staff and would take its direction in all matters exclusively from the Multistakeholder Periodic Review Team, which is described in the next section.
- NTIA acting as the IANA Functions Contract Administrator – administration functions. This arrangement will be further split into two parts – The Customer Standing Committee (CSC) and the Periodic Review Team (PRT).
  - 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 and 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, which would report to the PRT, would be primarily made up of a number of representatives of registry operators, as well as liaisons from other SO/AC’s and potentially other stakeholder groups (exact composition to be determined). The CSC would receive IANA Operator reports, evaluate these for the PRT and the community at large and escalate any significant issues to the PRT. 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 contract:
    - C.2.9.2.c (receive and evaluate) Delegation and Redelegation of a Country Code Top Level-Domain (ccTLD) reports
    - C.2.9.2.d (receive and evaluate) Delegation and Redelegation of a Generic Top Level Domain (gTLD) ) reports
    - C.4.2 (receive and evaluate) Monthly Performance Progress Report
    - C.4.3 (monitor and evaluate performance of) Root Zone Management Dashboard
    - C.5.1 Audit Data – (receive and evaluate annual report)
    - C.5.2 (receive and evaluate) Root Zone Management Audit Data
    - C.5.3 External Auditor (ensure performance of, receive and evaluate results)

- Multistakeholder Periodic Review Team (PRT) - The CWG is proposing that the PRT take on a number of the NTIA's responsibilities identified in the NTIA IANA Functions contract which are not covered by the CSC as well as several additional responsibilities. The PRT would be a multi-stakeholder body with formally selected representatives from all of the relevant communities (exact composition TBD). Representatives to the PRT would not be paid [nor funded for travel costs for meetings]. It is expected that the PRT would meet in conjunction with ICANN meetings to minimize costs, given that a significant number of PRT representatives would also be part of the ICANN community. The operation of the PRT would be based on the concept of maximum public transparency. The responsibilities of the PRT will include:
  - Making decisions for Contract Co. which would include:
    - Contracting decisions (key terms including renewal or RFP).
    - Selection of professional advisors to draft / modify contract
    - Selection of operator
    - Contract termination
    - Etc.
  - Budget Review
    - The PRT 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 functions and to discuss funding for new or improved IANA functions.
  - Addressing any escalation issues from the CSC.
    - Communicating with the operator directly on in conjunction with the CSC to resolve issues.
    - Instructing Contract Co. to take action.
  - 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 evaluate) Customer Service Survey (CSS)
    - C.4.4 (receive and evaluate) Performance Standards Reports
    - C.4.6 (receive and evaluate) Final Report
    - C.4.7 (provide) Inspection and Acceptance
    - C.5.1 Audit Data – (receive and evaluate annual report)

- C.5.2 (receive and evaluate) Root Zone Management Audit Data
  - C.5.3 External Auditor (ensure performance of, receive and evaluate 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)
- 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 to the NTIA. NTIA verifies the request and then authorizes the Root Zone Maintainer to make the change. The CWG is proposing to replace this process with the following arrangement.
  - Public posting of all IANA change requests
    - IANA will be required to continue to produce and publicly post all requests for changes to the Root Zone or the Root Zone WHOIS database as a notification of change. IANA will also continue to be required to produce post Delegation and Redelelegation Reports and to publicly post these as well.
  - Opinion of independent counsel
    - In addition, the CWG would require that the IANA have legal counsel completely independent from ICANN. This counsel will provide a written opinion that each delegation and re-delegation request meets the policy requirements in the published reports.
  - Independent validation of request for gTLDs (TBD)
  - Independent Appeals Panel.
    - 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. Where disputes arise as to the implementation of “IANA related policies,” for example, disputes over the consistency of ccTLD delegation or re-delegation decisions with accepted policy or decisions where a policy framework did not exist to cover a specific instance, there would be recourse to an Independent Appeals Panel. 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, such as the ICC, ICDR or AAA, or a standing list of qualified people under rules promulgated by such an organization. In either 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:



- 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 the key provisions can be found in Annex 3

to this document. Future (post-transition) revisions to and evolution of the contract, when and where appropriate, will be the responsibility of the PRT.

#### **4 Transition Implications – In development**

## 5 NTIA Requirements – In development

## 6 Community Process – In development

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



# Cross Community Working Group (CWG) Charter

<b>WG Name:</b>	<b>Cross Community Working Group to Develop an IANA Stewardship Transition Proposal on Naming Related Functions</b>	
<b>Section I: Cross Community Working Group Identification</b>		
<b>Chartering Organizations:</b>	GNSO, ccNSO, ALAC, SSAC (others to be added as appropriate)	
<b>Charter Approval Date:</b>		
<b>Name of WG Chair(s):</b>		
<b>CWG Workspace URL:</b>		
<b>CWG Mailing List:</b>		
<b>Resolutions adopting the charter:</b>	<b>Title:</b>	
	<b>Ref # &amp; Link:</b>	
<b>Important Document Links:</b>	•	
<b>Section II: Problem Statement, Goals &amp; Objectives and Scope</b>		
<b>Problem Statement:</b>		
<p>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:</p> <ul style="list-style-type: none"> <li>• Support and enhance the multistakeholder model</li> <li>• Maintain the security, stability, and resiliency of the Internet DNS</li> <li>• Meet the needs and expectation of the global customers and partners of the IANA services</li> <li>• Maintain the openness of the Internet.</li> </ul> <p>NTIA also specified that it would not accept a proposal that replaces the NTIA role with a government-led or an intergovernmental organization solution.</p>		

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 (CSCR);
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 (CSCR), 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 an observer. Observers may be from a chartering organization, from a stakeholder group not represented in the CWG, or may be self-appointed. Observers 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 observers) will be listed on the CWG’s webpage. All participants (members and observers) 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 observers, 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		

<b>Staff Contact:</b>		<b>Email:</b>	
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## Annex 2 – membership & participant 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.

## Annex 3 – Summary of the key provisions

### 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
<b>PARTIES</b>	<ul style="list-style-type: none"> <li>• The Parties to this Agreement are:               <ul style="list-style-type: none"> <li>○ ICANN (ICANN, Contractor, IANA Functions Operator</li> <li>○ “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 Periodic Review Team (PRT), as noted below.</li> </ul> </li> </ul>	
<b>DURATION</b>		F
Term	<ul style="list-style-type: none"> <li>• <b>The period of performance of this contract is: October 1, 2015 – [TBD]</b></li> </ul>	F.1, I.70
Option Terms	<ul style="list-style-type: none"> <li>• The PRT 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 PRT gives the Contractor a preliminary written notice of its intent to extend at least Initial 30 calendar days before the contract expires. The preliminary notice does not commit the PRT to an extension.</li> <li>• If the PRT exercises this option, the extended contract shall be considered to include this option clause.</li> <li>• The option periods are :               <ul style="list-style-type: none"> <li>• Option Term I: TBD to TBD</li> <li>• Option Term II: TBD to TBD</li> </ul> </li> <li>• The total duration of this contract, including the exercise of any options under this clause, shall not exceed [TBD] years.</li> </ul>	I.59, I.70

PROVISION	SUMMARY OF KEY TERMS	Compare to Current IANA Contract
Contract Extension	<ul style="list-style-type: none"> <li>The PRT 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 PRT may exercise the option by written notice to the Contractor within 15 calendar days of expiration of the contract.</li> </ul>	1.58
<b>TERMINATION FOR CAUSE; ESCALATION</b>	<ul style="list-style-type: none"> <li>In the event of a material breach by Contractor of any provision of this agreement, the PRT may provide written notice of breach to Contractor. Email notice shall constitute written notice.</li> <li>Within 2 workdays after receipt of the breach notice, the primary contacts for the PRT 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 PRT, for the PRT'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 PRT's approval of the resolution plan.</li> <li>If Contractor is unable to resolve the breach on a timely basis to the PRT's reasonable satisfaction, or if the PRT and the Contractor are unable to reach a resolution plan on a timely basis, senior management of Contractor and the PRT shall meet to resolve the breach.</li> <li>If Contractor and PRT are unable to resolve the breach, PRT may terminate the agreement by written notice, effective immediately upon receipt by Contractor. However, PRT may require Contractor to perform all of its duties and obligations under the Agreement for up to 1 year, so that the PRT may identify and enter into an agreement with a new party as contractor for the IANA Functions.</li> <li>If Contractor files for bankruptcy or is deemed insolvent, Contracting Entity may terminate this agreement immediately upon written notice to Contractor.</li> </ul>	

PROVISION	SUMMARY OF KEY TERMS	Compare to Current IANA Contract
<b>COST/PRICE</b>	<ul style="list-style-type: none"> <li>No charge to Contracting Entity.</li> <li>Contractor may establish and collect fair and reasonable fees from third parties, subject to the PRT’s approval.</li> <li>Fees, if any, will be based on direct costs and resources.</li> <li>After one year of charging fees, Contractor must collaborate with all Interested and Affected Parties to develop the fee structure and a method to track costs for each IANA function. Contractor must submit copies of the above and a description of the collaboration efforts to the PRT.</li> <li>“Interested and Affected Parties” means the multi-stakeholder, private sector led, bottom-up policy development model for the DNS that ICANN represents; [the IETF, the IAB, RIRs;] ccTLD and gTLD operators; governments; and the Internet user community</li> </ul>	B.2
<b>CONSTRUCTIVE WORKING RELATIONSHIPS</b>	Contractor must maintain constructive working relationships with all Interested and Affected Parties to ensure quality and satisfactory performance	C.1.3
<b>CONTRACTOR REQUIREMENTS</b>		
Subcontracting; [U.S. Presence Requirements]	<ul style="list-style-type: none"> <li>No subcontracting</li> <li>[Contractor must be U.S. owned and operated, incorporated and organized under U.S. law.]</li> <li>[Primary IANA functions must be performed in the U.S.]</li> <li>[Contractor must have a U.S. physical address.]</li> </ul>	C.2.1
Performance of IANA Functions	<ul style="list-style-type: none"> <li>IANA functions must be performed in a stable and secure manner.</li> <li>IANA functions are administrative and technical in nature based on established policies developed by the Interested and Affected Parties.</li> <li>Contractor must treat each IANA function with equal priority and process all requests promptly and efficiently.</li> </ul>	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

PROVISION	SUMMARY OF KEY TERMS	Compare to Current IANA Contract
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 the PRT shall develop a Service Level Agreement (SLA) as an annex hereto for the performance of these functions, subject to the approval of the PRT, 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 to the management of the ARPA and INT top-level domains (TLDs)	C.2.9
[Independent Evaluator]	[The PRT shall 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. The PRT shall 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	<ul style="list-style-type: none"> <li>• Contractor will facilitate and coordinate the root zone of the DNS and maintain 24/7 operational coverage.</li> <li>• Process flow for root zone management involves three roles that are performed by [three] different entities: <ul style="list-style-type: none"> <li>○ Contractor as the IANA Functions Operator</li> <li>○ [[the PRT] or [the Independent Evaluator] as the Administrator]</li> <li>○ VeriSign (or its successor as designated by [the PRT]) as the RZM.</li> </ul> </li> <li>• Contractor shall work collaboratively with [the Administrator and] the RZM</li> </ul>	C.2.9.2
Root Zone File Change Request Management	<ul style="list-style-type: none"> <li>• 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.</li> <li>• Contractor shall process root zone file changes as expeditiously as possible</li> </ul>	C.2.9.2.a

PROVISION	SUMMARY OF KEY TERMS	Compare to Current IANA Contract
<p>Root Zone “WHOIS” Change Request and Database Management</p>	<ul style="list-style-type: none"> <li>• 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:               <ul style="list-style-type: none"> <li>○ TLD name;</li> <li>○ the IP address of the primary nameserver and secondary nameserver for the TLD;</li> <li>○ the corresponding names of such nameservers;</li> <li>○ the creation date of the TLD;</li> <li>○ name, address, email, phone and fax numbers of the TLD registry operator;</li> <li>○ name, address, email, phone and fax numbers of the technical contact for the TLD registry operator;</li> <li>○ name, postal address, email address, phone and fax numbers of the administrative contact for the TLD registry operator;</li> <li>○ reports;</li> <li>○ date record last updated;</li> <li>○ any other information relevant to the TLD requested by the TLD registry operator.</li> </ul> </li> <li>• Contractor shall receive and process root zone “WHOIS” change requests for TLDs.</li> </ul>	<p>C.2.9.2.b</p>
<p>Delegation and Redefinition of a Country Code Top Level -Domain (ccTLD)</p>	<ul style="list-style-type: none"> <li>• Contractor shall apply existing policy frameworks in processing requests related to the delegation and redefinition of a ccTLD, such as RFC 1591, the GAC Principles (2005) and any further clarification of these policies by Interested and Affected Parties.</li> <li>• 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.</li> <li>• Contractor shall also take into account the relevant national frameworks and applicable laws of the jurisdiction that the TLD registry serves.</li> <li>• Contractor shall submit its recommendations to the [[CSC] or [PRT] or [RZM] or [Independent Evaluator]] via a Delegation and Redefinition Report.</li> </ul>	<p>C.2.9.2.c</p>

PROVISION	SUMMARY OF KEY TERMS	Compare to Current IANA Contract
Delegation and Redelegation of a Generic Top Level Domain (gTLD)	<ul style="list-style-type: none"> <li>• Contractor shall verify that all requests related to the delegation and redelegation of gTLDs are consistent with the procedures developed by ICANN.</li> <li>• 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.</li> <li>• Contractor shall submit its recommendations to the [[CSC] or [PRT] or [RZM] or [Independent Evaluator]] via a Delegation and Redelegation Report.</li> </ul>	C.2.9.2.d
Root Zone Automation	<ul style="list-style-type: none"> <li>• 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: <ul style="list-style-type: none"> <li>○ a secure (encrypted) system for customer communications</li> <li>○ an automated provisioning protocol allowing customers to manage their interactions with the root zone management system</li> <li>○ 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;</li> <li>○ test system, which customers can use to meet the technical requirements for a change request</li> <li>○ an internal interface for secure communications between the Contractor, [the CSC,] and the RZM.</li> </ul> </li> </ul>	C.2.9.2.e
Root DNSSEC Key Management	<ul style="list-style-type: none"> <li>• 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.</li> </ul>	C.2.9.2.f
Customer Service Complaint Resolution Process (CSCRCP)	<ul style="list-style-type: none"> <li>• Contractor will work with the PRT and all Interested and Affected Parties to maintain and improve the process for IANA function customers to submit complaints for timely resolution</li> <li>• Process must follow industry best practice and include a reasonable timeframe for resolution.</li> </ul>	C.2.9.2.g
.INT TLD	<ul style="list-style-type: none"> <li>• Contractor shall operate the INT TLD within the current registration policies for the TLD.</li> <li>• If the PRT designates a successor registry, the Contractor will facilitate a smooth transition.</li> </ul>	C.2.9.4

PROVISION	SUMMARY OF KEY TERMS	Compare to Current IANA Contract
Inspection Of All Deliverables And Reports Before Publication	<ul style="list-style-type: none"> <li>• The PRT will perform final inspection and acceptance of all deliverables and reports articulated in Section C.2 Contractor Requirements.</li> <li>• Prior to publication/posting of reports the Contractor shall obtain approval from the PRT, not to be unreasonably withheld.</li> </ul>	C.2.11
ICANN To Provide Qualified Program Manager	<ul style="list-style-type: none"> <li>• 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).</li> <li>• 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 PRT, PRT and CSC and is responsible for the following: <ul style="list-style-type: none"> <li>➤ Shall be responsible for the overall contract performance and shall not serve in any other capacity under this contract.</li> <li>➤ Shall have demonstrated communications skills with all levels of management.</li> <li>➤ Shall meet and confer with the CSC (and, when necessary, the PRT) regarding the status of specific contractor activities and problems, issues, or conflicts requiring resolution.</li> <li>➤ Shall be capable of negotiating and making binding decisions for Contractor.</li> <li>➤ Shall have extensive experience and proven expertise in managing similar multi-task contracts of this type and complexity.</li> </ul> </li> </ul>	C.2.12.a
Key Personnel	<ul style="list-style-type: none"> <li>• The Contractor shall assign to this contract the following key personnel: <ul style="list-style-type: none"> <li>○ IANA Functions Program Manager</li> <li>○ IANA Function Liaison for Root Zone Management</li> </ul> </li> </ul>	C.2.12.b

PROVISION	SUMMARY OF KEY TERMS	Compare to Current IANA Contract
Changes to Key Personnel	<ul style="list-style-type: none"> <li>Contractor shall obtain CSC consent prior to making key personnel substitutions.</li> <li>Replacements for key personnel must possess qualifications equal to or exceeding the qualifications of the personnel being replaced, unless an exception is approved.</li> <li>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.</li> </ul>	H.8
Budget Meetings	[The PRT] will meet [annually] with the President of Contractor to review and approve the budget for the IANA naming services for the next [three] years.	
<b>TRANSPARENCY OF DECISION-MAKING</b>	<p>To enhance consistency, predictability and integrity in decision-making of IANA related decisions, Contractor shall:</p> <ul style="list-style-type: none"> <li>Continue the current practice of public reporting on naming related decisions</li> <li>Make public all recommendations by Contractor on naming related decisions</li> <li>Agree not to redact any board minutes related to naming decisions</li> <li>Have the President and Board Chair sign an annual attestation that it has complied with the above provisions</li> <li>Provide IANA a budget sufficient to allow it to hire independent legal counsel to provide advice on the interpretation of existing naming related policy</li> <li>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.</li> </ul>	
<b>SECURITY REQUIREMENTS</b>	Retain from Current IANA Contract	C.3
<b>PERFORMANCE METRIC REQUIREMENTS</b>		
Program Reviews and Site Visits	<ul style="list-style-type: none"> <li>Program Reviews shall be conducted monthly</li> <li>Site Visits shall be conducted annually</li> </ul>	C.4.1

PROVISION	SUMMARY OF KEY TERMS	Compare to Current IANA Contract
Monthly Performance Progress Report	<ul style="list-style-type: none"> <li>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>i.e.</i>, assignment of technical protocol parameters; administrative functions associated with root zone management; and allocation of Internet numbering resources) during the previous calendar month.</li> <li>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.</li> </ul>	C.4.2
Root Zone Management dashboard	<ul style="list-style-type: none"> <li>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</li> </ul>	C.4.3
Performance Standards Reports	<ul style="list-style-type: none"> <li>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)</li> </ul>	C.4.4
Customer Service Survey	<ul style="list-style-type: none"> <li>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.</li> </ul>	C.4.5
Final Report	<ul style="list-style-type: none"> <li>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.</li> </ul>	C.4.6
Inspection and acceptance	<ul style="list-style-type: none"> <li>The CSC will perform final inspection and acceptance of all deliverables and reports articulated in Section C.4.</li> <li>Prior to publication/posting of reports, the Contractor shall obtain approval from the CSC, not to be unreasonably withheld.</li> </ul>	C.4.7
<b>AUDIT REQUIREMENTS</b>	Retain provisions from current IANA Contract except that CSC will perform duties of CO and COR	C.5

PROVISION	SUMMARY OF KEY TERMS	Compare to Current IANA Contract
<b>CONFLICT OF INTEREST REQUIREMENTS</b>	Retain provisions from current IANA Contract except that CSC or PRT will perform duties of CO and COR	C.6, H.9
<b>CONTINUITY OF OPERATIONS</b>	Retain provisions from current IANA Contract except that CSC will perform duties of CO and COR	C.7
<b>PERFORMANCE EXCLUSIONS</b>		
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 <a href="http://ntia.doc.gov/files/ntia/publications/amend11_052206.pdf">http://ntia.doc.gov/files/ntia/publications/amend11_052206.pdf</a> .	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
<b>INSPECTION AND ACCEPTANCE</b>	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
<b>INTELLECTUAL PROPERTY</b>		

PROVISION	SUMMARY OF KEY TERMS	Compare to Current IANA Contract
Patents and Copyrights	<p>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.</p> <p>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.</p> <p>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.</p>	H.2
<b>CONFIDENTIALITY AND DATA PROTECTION</b>	The Agreement will contain reasonable and customary provisions relating to confidentiality and data protection.	H.10
<b>INDEMNIFICATION</b>	Contractor shall indemnify, defend and hold harmless the Contracting Entity, the PRT and the CSC from all claims arising from Contractor’s performance or failure to perform under this Agreement.	H.13