	STRAWMAN PROPOSAL 1	STRAWMAN PROPOSAL 2	STRAWMAN PROPOSAL 3	STRAWMAN PROPOSAL 4	COMMENTS
1	Creation of an Oversight CommitteeMechanismBody 6 / 2 Operational Performance Review	Creation of an Oversight Body 4 / 2 Performance Review and Oversight	Creation of an Oversight Body 1 / 3 Performance Review, Oversight and	Trust model with periodic contract review and (re)assignment The contract would be put into	Guru: I am not able to make sense
a	Committee. A new body will be created to (1) ensure continuity and enhancement of the performance of current, new and improved IANA administrative and technical functions – the IANA naming services - essentially those described in the current IANA contract, (2) provide oversight over the IANA Functions Operator, and (3) provide a body to which the IANA Functions Operator is accountable. That body will be the Operational Performance Review Committee ("OPRC").	Corporation. A new body will be created to (1) ensure continuity and enhancement of the performance of current, new and improved IANA administrative and technical functions — the IANA naming services - essentially those described in the current IANA contract, (2) provide oversight over the IANA Functions Operator, and (3) provide a body to which the IANA Functions Operator is accountable. That body will be the Performance Review and Oversight Corporation ("PROC").	Stewardship Inc. A new body will be created to (1) ensure continuity and enhancement of the performance of current, new and improved IANA administrative and technical functions – the IANA naming services - essentially those described in the current IANA contract, (2) provide oversight over the IANA Functions Operator, (3) provide a body to which the IANA Functions Operator is accountable, and provide stewardship of the Internet according to the principles of multistakeholderism, a competitive market, public accountability and security and stability. That body will be the Performance Review and Oversight Inc. ("PROSI").	trust with an administrator having the following responsibilities: arrange yearly audits publish the results of yearly audits publish the results of yearly audits publish the results of yearly audits pring into existence a ICG-like group every [3,4,5,n] years to review performance of both the IANA function and the auditor function and to renew or reassign either. The administrator could call together the IGC-like group at any point when a crisis demanded. The administrator would not be empowered to take any other actions unless expressly given ths duties by a preceding ICG like panel. If decisions were needed prior to the periodic automatic review, the administrator could call one into existence. This would need to be	Robert - Is there a need to detail how recommendations of oversight committee/body will be implemented? for instance, will recommendations be binding or subject to review and approval by another entity RG - 1-3 all mention the creation of a "new" oversight mechanism. RG - should the process itself be subject to independent review every 5/10 yrs, etc? Mary: The creation of a new body seems to have gained acceptability. I do not think it should be subject to another independent authority. NTIA was the ultimate supreme body of authority in the IANA function

				accompanied by a binding redress mechanism, which was not under the administrator's control.	approval for the names community especially the cctld. The new body should have such final authority. I think a committee model as specified in 1 would work better. Reason: to avoid the jurisdictional sensitivity.
i		Committees. PROC may establish committees with primary responsibilities for various aspects of its work, and with membership reflecting the necessary expertise for the particular responsibilities. For example, an SLA Committee could be formed with primary responsibility for monitoring and engaging with the IANA Functions Operator with regard to performance under the SLA; this committee could consist primarily or exclusively of registry operators. Significant decisions by any committee would require the review and approval of the PROC Board of Directors.	Committees. PROSI may establish committees with primary responsibilities for various aspects of its work, and with membership reflecting the necessary expertise for the particular responsibilities. For example, an SLA Committee could be formed with primary responsibility for monitoring and engaging with the IANA Functions Operator with regard to performance under the SLA; this committee could consist primarily or exclusively of registry operators. Significant decisions by any committee would require the review and approval of the PROSI Board of Directors.		
b	Legal Status. The OPRC will be a committee rather than a separate incorporated entity. [The committee may be considered an "unincorporated association," and will be domiciled in [California or the U.S. or Switzerland or some other place] to the extent that the committee has a legal identity.]	Legal Status. PROC will be a non-profit corporation incorporated in the State of California. PROC will not have members.	Legal Status. PROSI will be a non-profit corporation incorporated in the State of California. PROSI will not have members.	The trust will hold the contract.	RG: would be good to get legal comments on the +/- of different legal arrangements being proposed. Mary: A Committee or Forum would provide flexibility as against legal structure. It would be governed by its own chatter Guru: An unincorporated entity will increase the liability of the constituent members. I do not think current and future members will be willing to accept the resulting joint and several liability. Further, the ability of

С	Governing Documents. The OPRC will operate according to Articles of Association and Bylaws to be created by a drafting team composed of a representative group	Governing Documents. PROC will operate according to Articles of Incorporation and Bylaws to be created by a drafting team composed of a representative group of stakeholders.	Governing Documents. PROSI will operate according to Articles of Incorporation and Bylaws to be created by a drafting team composed of a representative group of stakeholders.	The trust agreement will stipulate to conditions.	such entity to contract needs to be verified. RG: is it worthwhile to estimate what the "start-up time" might be for the different options.
d	of registries.	Board of Directors. PROC's Board of Directors will be composed of representatives of the stakeholder groups serving on the various PROC committees.	Board of Directors. PROSI's Board of Directors will be composed of representatives of the stakeholder groups serving on the various PROSI committees		RG: Is there a need to add language related to one or more of the following: term-limits, capture, geographical and stakeholder representation, skills, selection process, etc
2	Composition of Oversight Body 0 / 0	Composition of Oversight Body 11 / 2	Composition of Oversight Body 1/3	Composition of Oversight Body	
a	Registry Operators. The members of the OPRC will be the registry operators, as direct customers of the IANA naming functions.	Multistakeholder. PROC will be a multistakeholder organization, with representatives of from registry operators (both ccNSO and non-ccNSO), other GNSO stakeholder groups and constituencies, GAC, SSAC, RSSAC and ALAC, as well as representatives of the "Names Community" not directly involved in ICANN Stakeholder Organizations and Advisory Committees.	Multistakeholder. PROSI will be a multistakeholder organization, with representatives of from registry operators (both ccNSO and non-ccNSO), other GNSO stakeholder groups and constituencies, GAC, SSAC, RSSAC and ALAC, as well as representatives of the "Names Community" not directly involved in ICANN Stakeholder Organizations and Advisory Committees.	Multistakeholder on a similar basis to ICG + the outside community to some extent.	Will the GAC (or governments) have issues participating in any of these models? I think that the unincorporated Committee model could pose particular problems for GAC members. Such a committee would likely be treated as an "unincorporated association" for legal purposes, which has little or no legal existence. As such, its members could be jointly, severally and personally liable for any acts of the committee, and also could be deemed to be entering directly into any contracts purportedly entered into by the committee. This is unattractive enough for any participant; for a government, I would think it's a showstopper.

					organized as a non-profit corporation has a better chance of resolving these threshold issues, which still leaves the question whether individual government reps will be willing to serve as GAC representatives. This also raises the question of what existence the GAC has outside of ICANN, since it was organized to advise the ICANN Board and not to act outside "ICANN-land." Guru: I oppose a registry-only composition. The section "Redress and Consequences of Failure to Perform" does not deal with day-to-day oversight. These kinds of oversight issues will involve major policy issues. As a result, the composition of the oversight body can not be technically oriented.
3	Documentation to Replace NTIA Contract 5 / 1	Documentation to Replace NTIA Contract 7 / 2	Documentation to Replace NTIA Contract 1/2	Documentation to Replace NTIA Contract	
a		IANA Functions and Oversight Agreement. PROC and IANA Inc. (see below) will enter into an IANA Functions and Oversight Agreement ("IFOA") that will replace those elements of the current IANA Contract deemed necessary or desirable, as set forth in Appendix	IANA Functions and Oversight Agreement. PROSI and IANA Inc. (see below) will enter into an IANA Functions and Oversight Agreement ("IFOA") that will replace those elements of the current IANA Contract deemed necessary or desirable, as set forth in Appendix	Trust Agreement and any necessary modifications to the existing agreements for compatibility.	
b	<u>Service Level Agreement</u> . The OPRC and ICANN will enter into a Service	Service Level Agreement. As part of the IFOA, PROC and IANA Inc. will enter into	<u>Service Level Agreement</u> . As part of the IFOA, PROSI and IANA Inc. will enter into	Service level will be governed by existing MOU &c. and	

	Level Agreement for the performance of the technical and administrative IANA functions.	a Service Level Agreement for the performance of the technical and administrative IANA functions.	a Service Level Agreement for the performance of the technical and administrative IANA functions.	redress procedures.	
C	Term The SLA would run for an initial term of three years and would be renewed upon the agreement of the OPRC and the IANA Functions Operator.	Term. Both the IFOA and the SLA would run for an initial term of three years and would be renewed upon the agreement of PROC and IANA Inc.	Term. Both the IFOA and the SLA would run for an initial term of three years and would be renewed upon the agreement of PROSI and IANA Inc.		Guru: When you say that the IFOA will be for a term of 3 years and renewed thereafter, are you implying that the term of the incumbent operator will be extended upon review, or that there will be a fresh RFP at the end of every term? I strongly feel that there should be a fresh RFP at the end of every term and open applications should be invited through the RFP. If the incumbent operator deserves to be reselected as a result of the RFP, then there will be continuity despite the limited term of the contract. On the other hand, if a presumption of renewal or extension is created, there would be serious accountability and litigation could create a chilling effect resulting in the gifting of IANA to ICANN in perpetuity.
4	Status of IANA Functions Operator 10 / 2	Status of IANA Functions Operator 2 / 1	Status of IANA Functions Operator 1 / 4	Status of IANA Functions Operator	
а	<u>Division of ICANN</u> . The IANA Functions Operator will remain a division of ICANN.	Subsidiary of ICANN. The IANA Functions Operator will be organized as a wholly-owned subsidiary of ICANN ("IANA Inc."). On an operational basis, the IANA Functions Operator will	Independent Entity. The IANA Functions Operator will be organized as an independent corporation ("IANA Inc."). On an operational basis, the IANA Functions Operator will function largely	The IANA function remain with ICANN until such time as the trust reassigns those functions to another entity. Contract to be reviewed every [3,4,5,n]	RG: financial costs vary from option to option. Is it something that needs to be discussed?

		function largely as it presently does.	as it presently does.	<u>years</u>	Guru: It is best if the IANA
		runedon largery as it presently abes.	us to presently does.	<u>years</u>	Functions Operator is a subsidiary of ICANN. This will create structural separation in addition to functional separation. This will also increase the transparency of communications between the policy community and the IANA operator.
b	Enhanced Separability. ICANN will maintain the current separation between ICANN and IANA, and will make the IANA Functions Operator more easily separable from ICANN, if separation becomes necessary at some future time.	Enhanced Separability. IANA Inc. will be structured to be readily separable from ICANN, if separation becomes necessary at some future time.		Trust can reassign the contract upon review.	MS - I am unclear on what "enhanced separability" means. Either there is separability - the contract can be removed from ICANN - or there is not. If this is to be credible then a mechanism should be created accordingly. A term-limited contract which can be renewed for example.
С		Legal Status. IANA Inc. will be a non-profit corporation incorporated in the State of California. IANA Inc. will not have members.	Legal Status. IANA Inc. will be a Swiss non-profit association, and would request that the Swiss government grant it immunity of jurisdiction.		RG: (1) For IANA Inc. are there other jurisdictions worth exploring? Switzerland has been often mentioned, however other locations might be possible as well RG: (2) for IANA inc, might we instead want to use more generic language that opens up possibility to other jurisdictions - le. IANA will seek a host-country agreement that grants it special status, such as immunity, etc
d		Governing Documents. IANA Inc. will operate according to Articles of Incorporation and Bylaws to be created by a drafting team composed of a representative group of stakeholders.	Governing Documents. IANA Inc. will operate according to Articles of Incorporation and Bylaws to be created by a drafting team composed of a representative group of stakeholders.		RG: Are there core-values that are worth mentioning that should be incorporated into governing documents? Ie. multi-stakeholder, openness, transparency, etc

е		Board of Directors. While IANA Inc. is a subsidiary of ICANN, IANA Inc.'s Board of Directors will be composed of representatives of ICANN and of the stakeholder groups in the Names Community.	Board of Directors. IANA Inc.'s Board of Directors will be composed of representatives of the stakeholder groups in the Names Community.		
5	Method of Oversight. The OPRC would do some or all of the following: 6 / 1	Method of Oversight. PROC and its committees would do some or all of the following: 6 / 2	Method of Oversight. PROSI and its committees would do some or all of the following: 6/3	Not oversight. contract renewal + redress mechanisms and a continuation of the current MOU structure.	
а		Review IANA Inc.'s performance against the IFOA and against any other policies established to ensure a secure, stable, and resilient internet operating as a single interoperable network.	Review IANA Inc.'s performance against the IFOA and against any other policies established to ensure a secure, stable, and resilient internet operating as a single interoperable network.		MS - Both of these "oversight" roles appear to be politicizing the function. Changes to the RZ should be the result of MS pdps and agreed - any review of them should have occurred prior to IANA implementing the changes. We seem to be making more of the clerical function than is necessary.
b	Review existing performance metrics, e.g., that 80% of Root Zone File and WHOIS database change requests be processed within 21 days	Review existing performance metrics, e.g., that 80% of Root Zone File and WHOIS database change requests be processed within 21 days	Review existing performance metrics, e.g., that 80% of Root Zone File and WHOIS database change requests be processed within 21 days		
С	Develop the (SLA) for the performance of these technical and administrative functions [to be negotiated with ICANN] [and approved by the multistakeholder community]	Develop the (SLA) for the performance of these technical and administrative functions [to be negotiated with ICANN] [and approved by the multistakeholder community]	Develop the (SLA) for the performance of these technical and administrative functions [to be negotiated with IANA Inc.] [and approved by the multistakeholder community]		
d	meet periodically with IANA staff to review performance relative to the SLA [and the need for changes to SLA parameters	meet periodically with IANA staff to review performance relative to the SLA [and the need for changes to SLA parameters]	meet periodically with IANA Inc. staff to review performance relative to the SLA [and the need for changes to SLA parameters]		
е	meet [annually] with the president of ICANN to review and approve the budget for the IANA naming services for the next [three] years	meet [annually] with the president of ICANN to review and approve the budget for the IANA naming services for			

		the next [three] years			
f	On a periodic basis, e.g., every 3 to 5 years, initiate a review of the IANA naming services to consider whether new (e.g., the addition of DNSSEC represents an example of a 'new service' that was introduced) or improved services (e.g., further improvements to root zone automation) are needed.	On a periodic basis, e.g., every 3 to 5 years, initiate a review of the IANA naming services to consider whether new (e.g., the addition of DNSSEC represents an example of a 'new service' that was introduced) or improved services (e.g., further improvements to root zone automation) are needed.	On a periodic basis, e.g., every 3 to 5 years, initiate a review of the IANA naming services to consider whether new (e.g., the addition of DNSSEC represents an example of a 'new service' that was introduced) or improved services (e.g., further improvements to root zone automation) are needed.		MS - Is this periodic basis adequate? Should this not be on an as needed basis?
ар	Question: If the OPRC is composed solely of registries, should other stakeholders be involved in this review (e.g., Registries, Commercial Stakeholders, Noncommercial Stakeholders, SSAC, ALAC and the GAC)]	Question: If the PROC is composed solely of registries, should other stakeholders be involved in this review (e.g., Registries, Commercial Stakeholders, Noncommercial Stakeholders, SSAC, ALAC and the GAC)]	Question: If the PROSI is composed solely of registries, should other stakeholders be involved in this review (e.g., Registries, Commercial Stakeholders, Noncommercial Stakeholders, SSAC, ALAC and the GAC)]		
h	Any proposed new or improved services would be reviewed by the ccNSO, GNSO, ALAC and GAC before being implemented	Any proposed new or improved services would be reviewed by the ccNSO, GNSO, ALAC and GAC before being implemented	Any proposed new or improved services would be reviewed by the ccNSO, GNSO, ALAC and GAC before being implemented		
i	Act as a final review of changes to the root zone made by Verisign at the direction of a designated IANA staff member. [The Verisign Cooperative Agreement would be amended by the NTIA to require that Verisign make changes to the root zone at the direction of a designated IANA staff member, and not ICANN]	Act as a final review of changes to the root zone made by Verisign at the direction of a designated IANA staff member. [The Verisign Cooperative Agreement would be amended by the NTIA to require that Verisign make changes to the root zone at the direction of a designated IANA staff member, and not ICANN]	Act as a final review of changes to the root zone made by Verisign at the direction of a designated IANA staff member. [The Verisign Cooperative Agreement would be amended by the NTIA to require that Verisign make changes to the root zone at the direction of a designated IANA staff member, and not ICANN]		
6	Funding of OPRC 0 / 0	Funding of PROC	Funding of PROSI	Funding of Trust	
		11/2	1/3		
а	Funded by Registries. All ccTLD and gTLD registries will fund the OPRC on a fair and equitable basis to be determined by the OPRC and approved by the ccNSO, GNSO, ALAC and GAC.	Funded by ICANN. Under the IFOA, ICANN will be required to fund PROC pursuant to a budget approved by the PROC Board of Directors, and intended to provide adequate funds for PROC to operate in a manner consistent with	Funded by Registries. PROSI will be funded by registries, through fees charged to the registries pursuant to the Articles of Incorporation and Bylaws of PROSI.	lightweight administrative function of the trust, cost of audit and publications and costs of bringing together the ICGlike group for review, funded by holder of contract	Guru: When you say "Funded by ICANN", do you mean the names community or the IANA Functions Operator? I ask this because there needs to be clarity about dealing with the situation

		ICANN's past practices.			where the IANA Functions Operator is changed. If funding of the Oversight Entity is by the IANA Functions Operator, doesnt it make the oversight body financially dependent on the body to be overseen? How will the oversight body then maintain the requisite independence?
7	Funding of IANA Functions Operator 8 / 2	Funding of IANA Inc. 5 / 2	Funding of IANA Inc. 0 / 2	Funding of IANA Functions Operator	
а	Funded by ICANN. As a division of ICANN, the IANA Functions Operator will continue to be funded as it is currently.	Funded by ICANN. As a subsidiary of ICANN, IANA Inc. will continue to be funded as it is currently.	Funded by ICANN. IANA Inc. will be funded by registries, through fees charged to the registries pursuant to IFOA.	Funded by Contract holder. As a division of ICANN, the IANA Functions Operator will continue to be funded as it is currently.	
8	Transparency of Decision-Making. To enhance consistency, predictability and integrity in decision-making of IANA related decisions, ICANN would agree [Q: in what document?] to: 7/0	Transparency of Decision-Making. To enhance consistency, predictability and integrity in decision-making of IANA related decisions, ICANN would agree in the IFOA to: 5 / 2	Transparency of Decision-Making. To enhance consistency, predictability and integrity in decision-making of IANA related decisions, IANA Inc. would agree in the IFOA to: 1/3	Transparency of Decision- Making	
а	Continue the current practice of public reporting on naming related decisions	Continue the current practice of public reporting on naming related decisions	Continue the current practice of public reporting on naming related decisions		
b	Make public all recommendations to the ICANN Board from IANA staff on naming related decisions	Make public all recommendations to the ICANN Board from IANA Inc. on naming related decisions	Make public all recommendations by IANA Inc. on naming related decisions		
С	Agree to not redact any board minutes related to naming decisions	Agree to not redact any board minutes related to naming decisions	Agree to not redact any board minutes related to naming decisions		
d	Have the president and board chair sign an annual attestation that it has complied with the above provisions	Have the president and board chair sign an annual attestation that it has complied with the above provisions	Have the president and board chair sign an annual attestation that it has complied with the above provisions		
е	IANA functions staff be provided funds to hire independent outside legal counsel to provide advice on the interpretation of existing naming	IANA Inc. will be provided funds to hire independent outside legal counsel to provide advice on the interpretation of	IANA Inc.'s budget will be sufficient to allow it to hire outside legal counsel to provide advice on the interpretation of		

	related policy.	existing naming related policy.	existing naming related policy.		
f	These provisions regarding reporting and transparency, along with the availability of independent legal advice, are intended to discourage IANA staff and the ICANN Board from taking decisions that may not be fully supported by existing policy.	These provisions regarding reporting and transparency, along with the availability of independent legal advice, are intended to discourage IANA Inc. and the ICANN Board from taking decisions that may not be fully supported by existing policy.	These provisions regarding reporting and transparency, along with the availability of independent legal advice, are intended to discourage IANA Inc. and its Board from taking decisions that may not be fully supported by existing policy.		
9	Redress and Consequences of Failure to Perform. 7 / 2	Redress and Consequences of Failure to Perform. 4 / 3	Redress and Consequences of Failure to Perform. 2 / 1	Redress and Consequences of Failure to Perform	
а	If the IANA Functions Operator fails to perform as required under the SLA or other binding agreements, the SLA will set forth a process for providing notice of breach to the IANA Functions Operator and requiring the IANA Functions Operator to cure the breach. In the event of failure to cure a breach, OPRC may:	If IANA Inc. fails to perform as required under the SLA or other binding agreements, the SLA will set forth a process for providing notice of breach to IANA Inc. and requiring IANA Inc. to cure the breach. In the event of failure to cure a breach, PROC may:	If IANA Inc. fails to perform as required under the SLA or other binding agreements, the SLA will set forth a process for providing notice of breach to IANA Inc. and requiring IANA Inc. to cure the breach. In the event of failure to cure a breach, PROSI may:		
b	Initiate a formal Performance Review to determine the underlying cause of the breach. At the end of such Performance Review, the OPRC may:	Initiate a formal Performance Review to determine the underlying cause of the breach. At the end of such Performance Review, the PROC may:	Initiate a formal Performance Review to determine the underlying cause of the breach. At the end of such Performance Review, the PROSI may:		
С	Allow ICANN to continue as the IANA Functions Operator, subject to any remedial improvements required by OPRC;	Allow IANA Inc. to continue as the IANA Functions Operator, subject to any remedial improvements required by PROC;	Allow IANA Inc. to continue as the IANA Functions Operator, subject to any remedial improvements required by PROSI; or		
d	Initiate an RFP for a new IANA Functions Operator; or	Initiate an RFP for a new IANA Functions Operator; or	Initiate an RFP for a new IANA Functions Operator.		RG: Do we need to provide any additional details on the "threshold" that would need to be reached to trigger a new RFP? Guru: In Strawman 1, there is no termed contract and there is no fresh RFP at the end of every

					term as presently done by NTIA. From what I understand, in Strawman 1, the IANA Functions Operator can only be changed in case the following Boolean is satisfied: ((failure to cure a breach) OR (multiple recurrences of failure)) AND (failure not attributable to names community) AND (remedial improvements not possible). Given that the incumbent IANA operator will have multiple points of arguments against a OPRC decision to initiate a RFP, including the arguments that the breach is attributable to the names community, the breach can be remedied etc - doesn't any decision to change the IANA Functions Operator subject the entire process to a lot of litigation since this is all so subjective? I fear this creates a litigation chilling effect situation as a result of which the IANA functions will almost perpetually reside in ICANN. MS: agree that
е	If the breach appears to be result of ICANN behavior outside of the IANA group, require the IANA Functions Operator to move outside of ICANN and be established as an independent entity.	If the breach appears to be result of ICANN behavior and not that of IANA Inc., require IANA Inc. to move outside of ICANN and be established as an independent entity.			
10	Policy Appeal Mechanism 7 / 2	Policy Appeal Mechanism 5 / 1	Policy Appeal Mechanism 1 / 4	Policy Appeal Mechanism	
а	Independent Review Panel. Where disputes arise as to the implementation of "IANA related	Independent Review Panel. Where disputes arise as to the implementation of "IANA related policies," for example,	Independent Review Panel. Where disputes arise as to the implementation of "IANA related policies," for example,		RG: In the case of ccTLD redelgation disputes that might arise, would any one option be

policies," for example, disputes over
the consistency of ccTLD delegation
decisions with accepted policy, there
would be recourse to an
independent review panel. This
need not be a permanent body, but
rather could be done the same way
as commercial disputes are often
resolved, through the use of a
binding arbitration process using an
independent arbitration firm or a
standing list of qualified people (to
be developed by the OPRC). In
either case, 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.

disputes over the consistency of ccTLD delegation decisions with accepted policy, there would be recourse to an independent review panel. This need not be a permanent body, but rather could be done the same way as commercial disputes are often resolved, through the use of a binding arbitration process using an independent arbitration firm or a standing list of qualified people (to be developed by the PROC). In either case, 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.

disputes over the consistency of ccTLD delegation decisions with accepted policy, there would be recourse to an independent review panel. This need not be a permanent body, but rather could be done the same way as commercial disputes are often resolved, through the use of a binding arbitration process using an independent arbitration firm or a standing list of qualified people (to be developed by the PROSI). In either case, 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.

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