

34 responses

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Summary

Introduction

Instructions

CWG Proposal Definitions of Contract Co. and the Independent Review Panel (IAP)

Contract Co.

Independent Review Panel (IAP)

Demographics

Name

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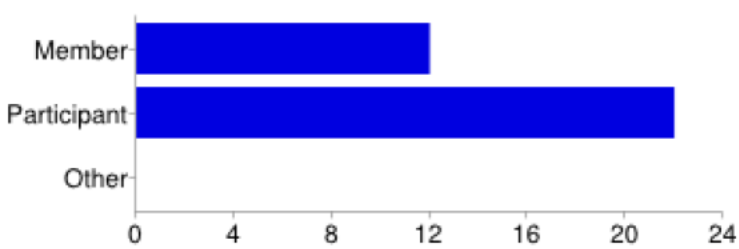
[REDACTED]

Email address

[REDACTED]



Member or Participant



Member	12	35%
Participant	22	65%
Other	0	0%

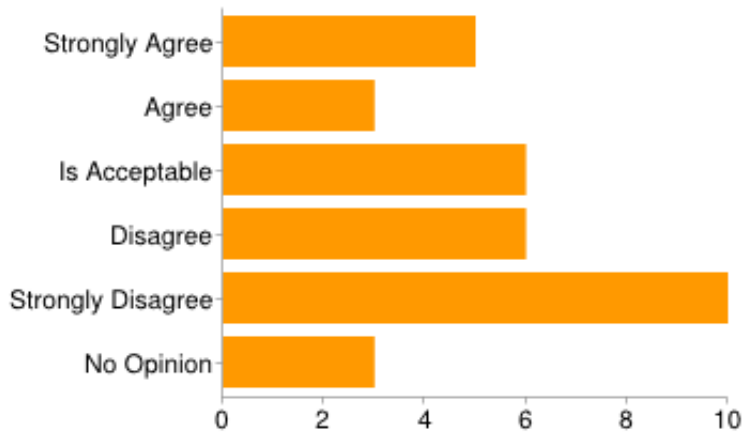
Organizational affiliation



[REDACTED]

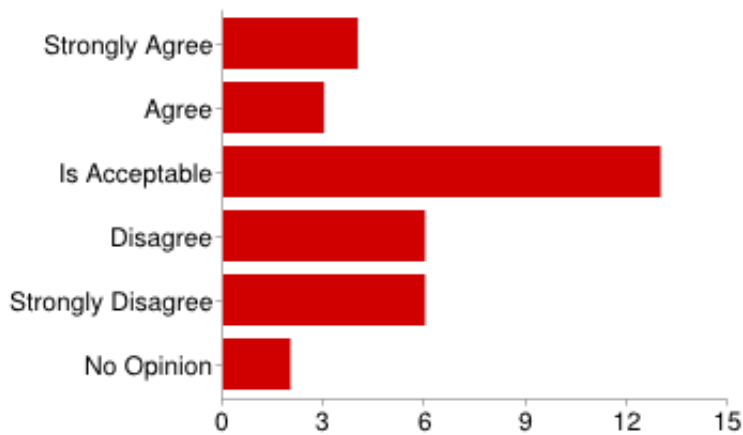
Contract Co

1. Contract Co. should not be created at any point in time. [General Statements]



Strongly Agree	5	15%
Agree	3	9%
Is Acceptable	6	18%
Disagree	6	18%
Strongly Disagree	10	29%
No Opinion	3	9%

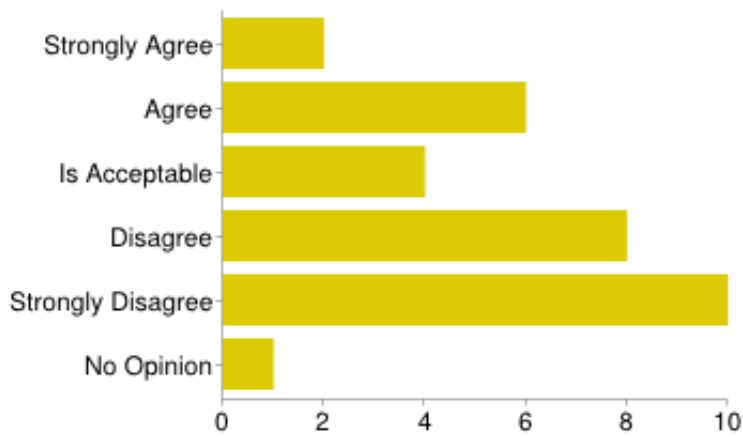
2. Contract Co. should only be created when there is a need to “separate” the IANA Functions from ICANN. [General Statements]



Strongly Agree	4	12%
Agree	3	9%
Is Acceptable	13	38%
Disagree	6	18%
Strongly Disagree	6	18%
No Opinion	2	6%

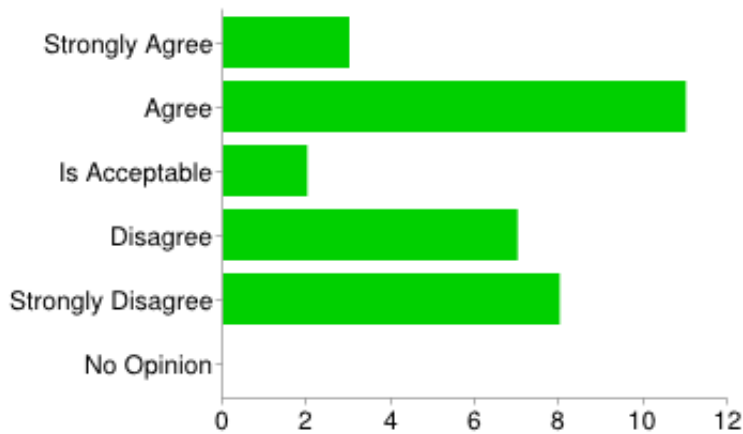
3. Contract Co. should be created as part of the transition. [General

Statements]



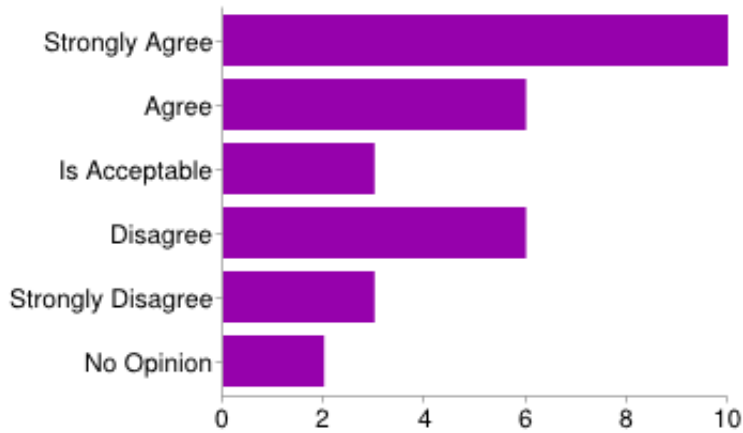
Strongly Agree	2	6%
Agree	6	18%
Is Acceptable	4	12%
Disagree	8	24%
Strongly Disagree	10	29%
No Opinion	1	3%

4. There should not be an IANA Functions Contract as part of the transition. [General Statements]



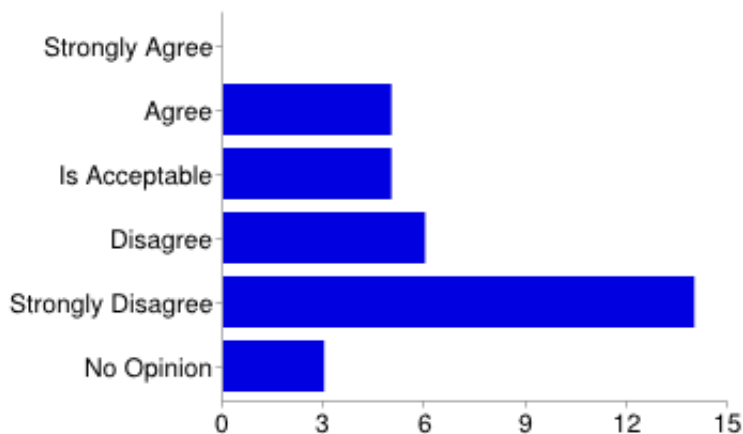
Strongly Agree	3	9%
Agree	11	32%
Is Acceptable	2	6%
Disagree	7	21%
Strongly Disagree	8	24%
No Opinion	0	0%

5. Effective oversight and control of the IANA Functions Operator (including “separation” if necessary) without setting up a Contract Co. is a realistic possibility. [General Statements]



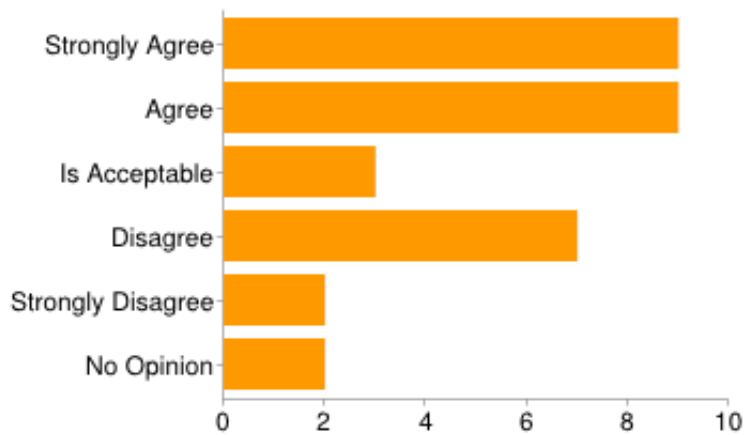
Strongly Agree	10	29%
Agree	6	18%
Is Acceptable	3	9%
Disagree	6	18%
Strongly Disagree	3	9%
No Opinion	2	6%

6. If you want Separability, you must set up Contract Co. [General Statements]



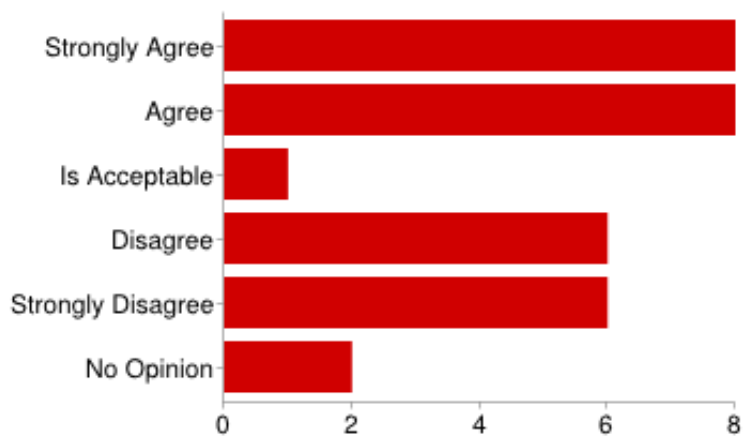
Strongly Agree	0	0%
Agree	5	15%
Is Acceptable	5	15%
Disagree	6	18%
Strongly Disagree	14	41%
No Opinion	3	9%

7. The proposed model with Contract Co. is likely to be complex, costly and risky. [General Statements]



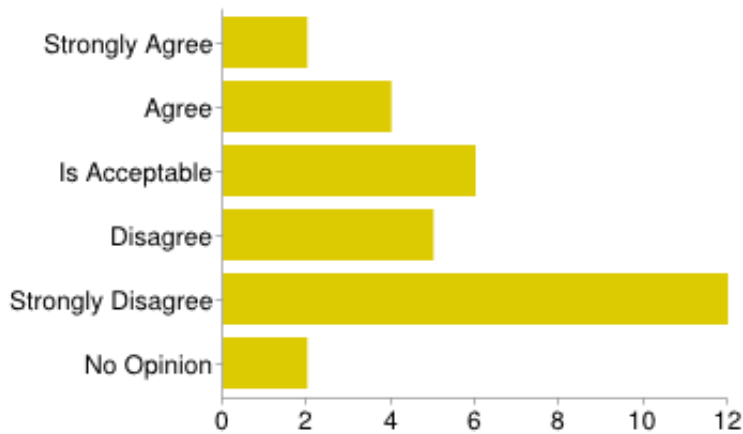
Strongly Agree	9	26%
Agree	9	26%
Is Acceptable	3	9%
Disagree	7	21%
Strongly Disagree	2	6%
No Opinion	2	6%

8. The proposed model with Contract Co. is likely to be too complex, costly and risky. [General Statements]



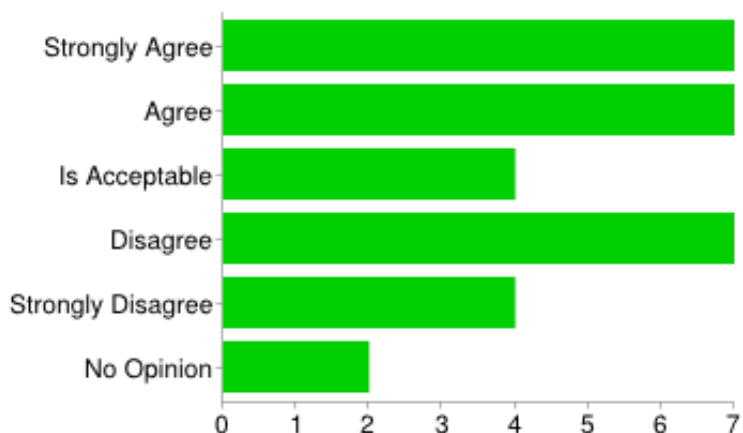
Strongly Agree	8	24%
Agree	8	24%
Is Acceptable	1	3%
Disagree	6	18%
Strongly Disagree	6	18%
No Opinion	2	6%

9. Even if the proposed model with Contract Co. is likely to be highly complex, costly and risky, it is worth the benefits of clearly being able to separate the IANA Functions from ICANN. [General Statements]



Strongly Agree	2	6%
Agree	4	12%
Is Acceptable	6	18%
Disagree	5	15%
Strongly Disagree	12	35%
No Opinion	2	6%

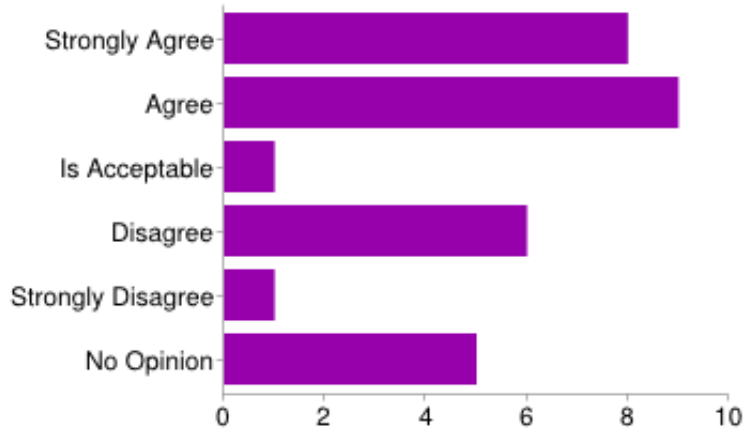
10. A transition without Contract Co. will be far simpler and more likely to preserve the current level of stability and security. [General Statements]



Strongly Agree	7	21%
Agree	7	21%
Is Acceptable	4	12%
Disagree	7	21%

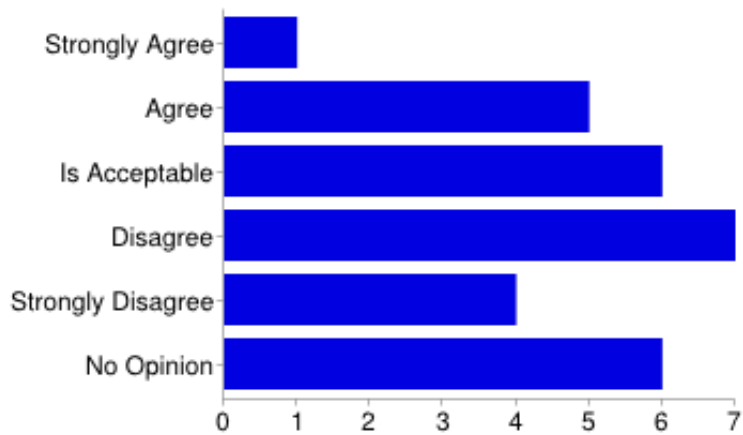
Strongly Disagree	4	12%
No Opinion	2	6%

11. Potential liability costs are a serious concern for Contract Co. [General Statements]



Strongly Agree	8	24%
Agree	9	26%
Is Acceptable	1	3%
Disagree	6	18%
Strongly Disagree	1	3%
No Opinion	5	15%

12. The IANA Functions Operator should indemnify Contract Co. for potential liability costs. [General Statements]



Strongly Agree	1	3%
Agree	5	15%
Is Acceptable	6	18%

Disagree	7	21%
Strongly Disagree	4	12%
No Opinion	6	18%

Comments

11. Impossible to know without further legal analysis.

We haven't discussed Questions 11 or 12 much so I am not sure

There is no need for creating another ICANN in the form of Contract Co. Question 4. An MoU would be a better instrument between IANA function operator and the MRT

It is difficult to state an opinion regarding several statements until more detail is available. Hence the no opinion responses on statements 7-10.

The very idea of a "contract", even between NTIA and ICANN could be viewed as an out of place procedural process. NTIA's expectations from ICANN as a global, multi stakeholder organization could have been articulated well within the AoC which is a suitably named document and a befitting process. Transition is an opportunity for ICANN to say that a "contract" for this global function is unnecessary and at the same offer an expanded commitment by the AoC process, implying a community wide commitment to be increasingly fair and accountable, The only contract required is a contract between ICANN or ICANN with the technical backend .

While separability could conceivably be possible without a contracting entity I believe that this would be ineffective/difficult to achieve and a transition would face legitimacy/recognition problems if a contract wasn't built into the original mechanism.

The survey seems rather biased in its construction against the working group's proposal.

5: Yes: Effective oversight and control of the IANA Functions Operator *is* possible without a Contract Co (as Contract Co is defined above). This is based of the assumption that the Public Policy setting agenda of IANA operators overseer is minimalistic, and that politization of this function is kept away, by automation of the root zone and by following decentralization of policy issues to TLD:s. The de-facto roaming agreement once opened between ccTLD:s (mainly) and IANA have no reason to change. Therefore contracts isn't a necessary function, especially not in the cc world. There is however a risk that some actors mix up the need of a contract co. in relation inbetween ICANN:s current contracting function with (new) gTLD:s, and hence believe and expect the need of contracts. 6 Contract Co is NOT a prerequisite for separability. As long as we manage to stay focused on the real task at hand (Which is a minor one), we need to do very little. 11 Potential liability costs are a serious concern for Contract Co only if treated in an unfavourable judicial area (country). To this extent US is probably one of the least good judicies. ICANN and IANA sphere is by tradition dominated by native English speakers, and hence path-dependent of anglo-sachsian judicial systems. This is changing very fast, with new TLD:s. In other words: Potential liability costs are a problem in the US, but

maybe not to the same extent in other judicial systems. Therefore: Potential liability issues can only be assessed in one legislation at a time, i.e. it depends on in what country we expect to have the legally responsible body. This notion also support the argument that in order to depolitizice future IANA functions operator, it is essential to decentralize policy decisions by the method of automation of the root zone. Furthermore: IANA functions operator do not necessary have to assume legal responsibility on its own. In parallel with IETF (work process) and ISOC (institutional and legal home fore IETF), a separation btwn IANA operator and legal responsibility could contribute to depolitizise IANA functions further. 12 There is a very common assumption that ccTLD:s are considered a national asset for each and every country. ccTLD:s are in many cases managed by aa public agency (part of the government) and considered a national asset (similar to current US congress discussions). The notion that IANA Functions Operator should indemnify Contract Co. for potential liability costs, need to be weighed towards this national expectation. If indemination were to be enfored, costs would have to be taken somewhere, and it would for sure not be from a variety of governments. In other words, this would be too great a risk, that would appear very provocative in e.g. ITU, or WSIS +10. The clash in expectations cannot be solved in this context. it would be too costly for internet as a global unified resource.

Q.12 - under what circumstances?

As noted in our public comment, Google sees serious risks associated with the contract co. However, it seems like too strong of a statement to say that it should "never exist" because it is impossible to know the future.

q.9: as a last resort q.10: It should be simpler in the original transition. That is not to say that care wouldn't be needed in drafting bylaw provisions, q.12: I'm not sure I understand how this would work!

Creating a Contract Co. and the legalities involved add a level of complexity that will require considerable time to setup, if at all. This delays the transition, and so amore reasonable and less time consuming option is likely preferred that keeps iana in icann with enhanced accountability and ability to be ported out if a supra majority of so/ac's agree.

2. Creating Contract Co if separation needed is an OPTION to be considered. There may be other options at the time.

Q 7 - it would have been better to have separated out the three "concerns" - I agree there is an element of risk, but so to is there an element of risk in leaving the contract with ICANN. Complex yes, costly not necessarily. Some additional costs - yes. Q 9 - as I noted in the chat on the call the word "highly" skews this question. For it be logical from a surveying perspective it should have been removed. I do not agree that it will be highly complex, etc.

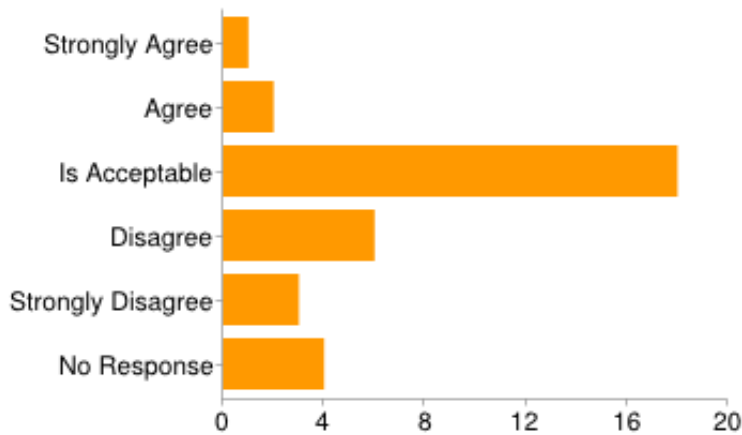
Question 7 & 8 seems to be same. Cut and Paste error? There idea of Contract Co is based on quicksand. I don't see anyway how it can enforce anything less it is just window

dressing the NTIA

Contract Co is a very bad idea. It is out of scope and is taking time away from focusing on the task the CWG should be focused on.

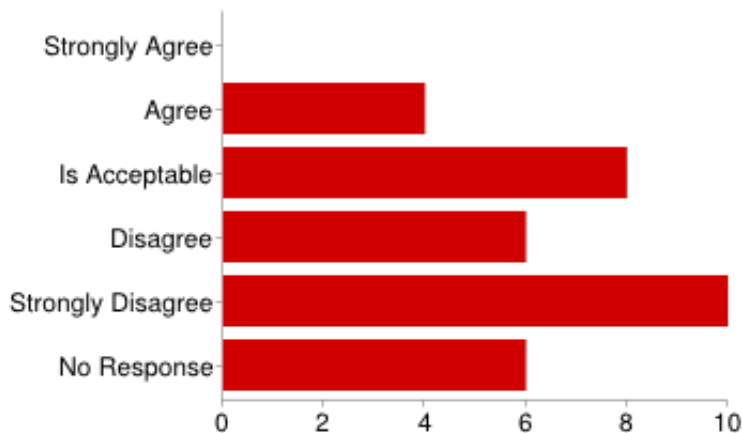
My responses of 'no opinion' is more that I have 'no idea' rather than 'no opinion'.

13. Contract Co. should be a membership corporation (i.e., a corporation where the membership selects the board of directors and approves major decisions of the corporation). [Structure of Contract Co.]



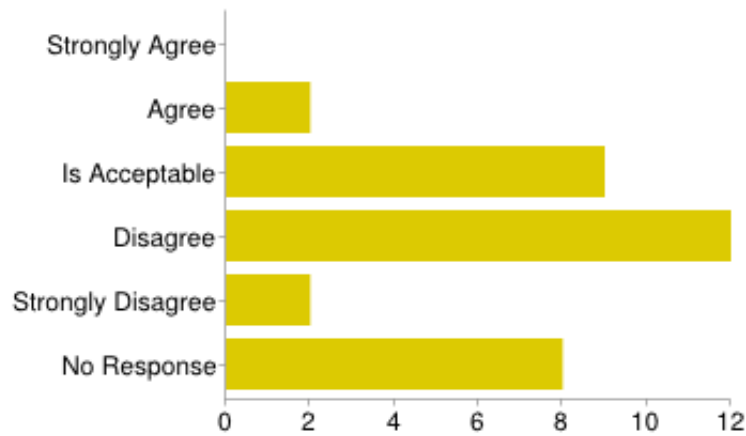
Strongly Agree	1	3%
Agree	2	6%
Is Acceptable	18	53%
Disagree	6	18%
Strongly Disagree	3	9%
No Response	4	12%

14. Assuming Contract Co. is a membership corporation, the CSC should constitute the membership of Contract Co. [Structure of Contract Co.]



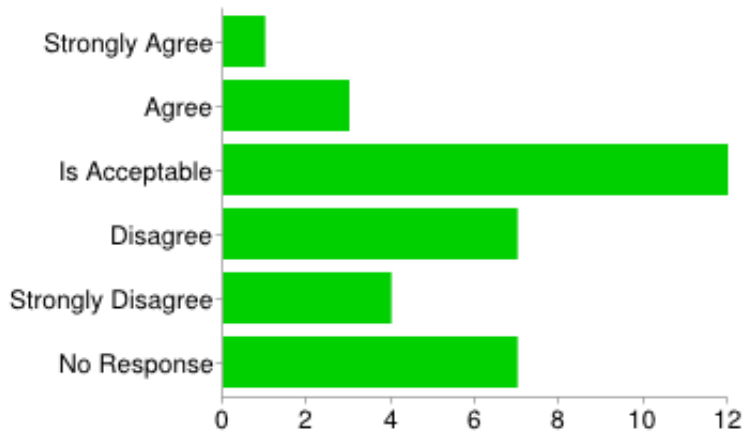
Strongly Agree	0	0%
Agree	4	12%
Is Acceptable	8	24%
Disagree	6	18%
Strongly Disagree	10	29%
No Response	6	18%

15. The MRT should serve as the Board of Contract Co. [Structure of Contract Co.]



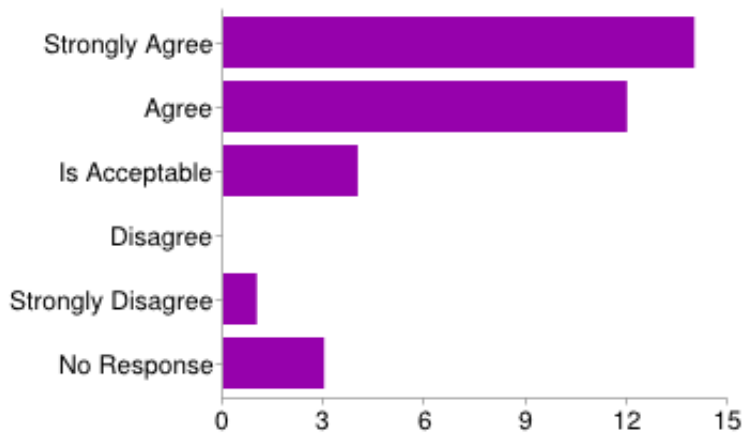
Strongly Agree	0	0%
Agree	2	6%
Is Acceptable	9	26%
Disagree	12	35%
Strongly Disagree	2	6%
No Response	8	24%

16. Assuming Contract Co. is a membership corporation, the MRT should constitute the membership of Contract Co. [Structure of Contract Co.]



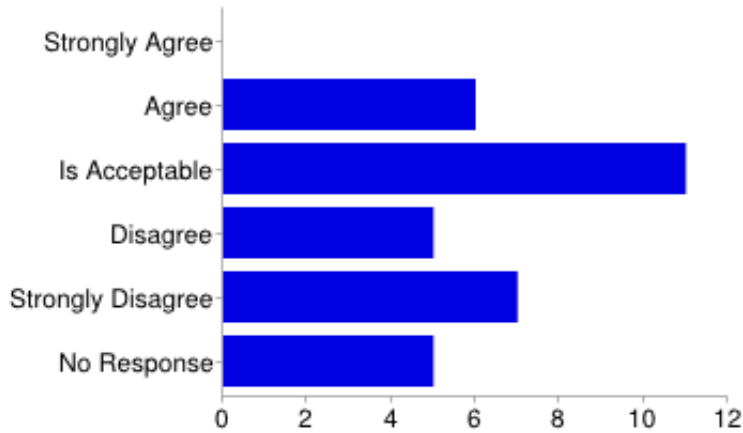
Strongly Agree	1	3%
Agree	3	9%
Is Acceptable	12	35%
Disagree	7	21%
Strongly Disagree	4	12%
No Response	7	21%

17. Whether Contract Co. should be incorporated or not, and subject or not to a particular jurisdiction's laws should be examined by a neutral, unaffiliated expert. [Structure of Contract Co.]



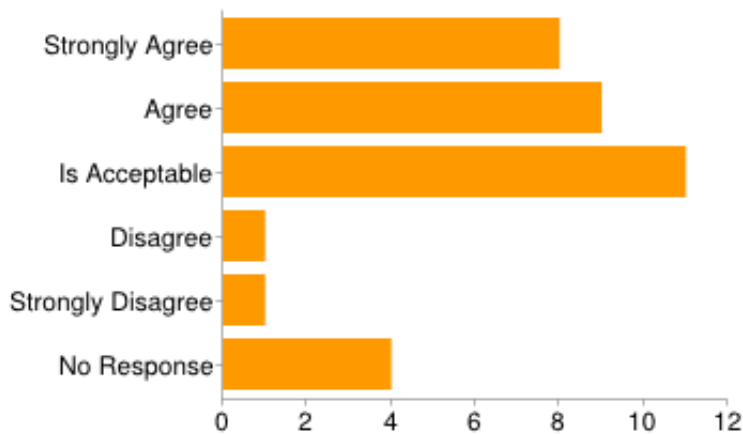
Strongly Agree	14	41%
Agree	12	35%
Is Acceptable	4	12%
Disagree	0	0%
Strongly Disagree	1	3%
No Response	3	9%

18. Contract Co. should be an existing institution. [If applicable, please indicate in the comments which existing institution(s) you would propose.] [Structure of Contract Co.]



Strongly Agree	0	0%
Agree	6	18%
Is Acceptable	11	32%
Disagree	5	15%
Strongly Disagree	7	21%
No Response	5	15%

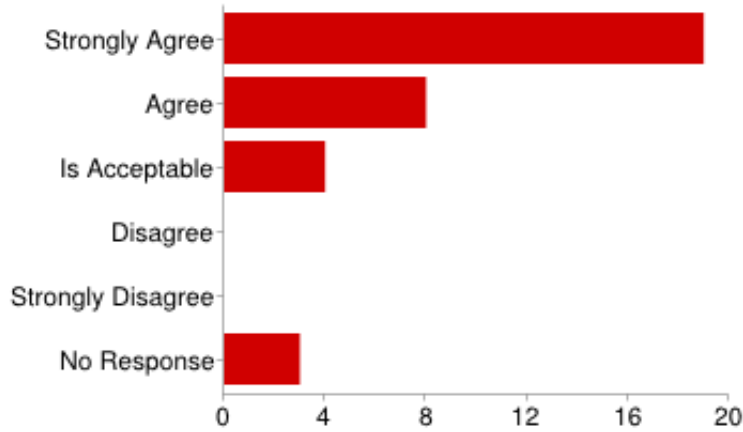
19. Contract Co should be extremely light-weight and its purpose should be limited to holding contracts for the names community. [Structure of Contract Co.]



Strongly Agree	8	24%
Agree	9	26%
Is Acceptable	11	32%
Disagree	1	3%
Strongly Disagree	1	3%

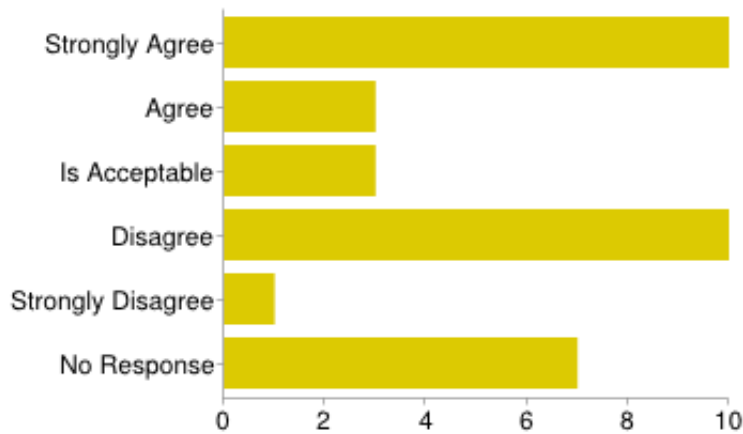
No Response **4** 12%

**20. The bylaws of Contract Co should narrowly and clearly limit its activities.
[Structure of Contract Co.]**



Strongly Agree	19	56%
Agree	8	24%
Is Acceptable	4	12%
Disagree	0	0%
Strongly Disagree	0	0%
No Response	3	9%

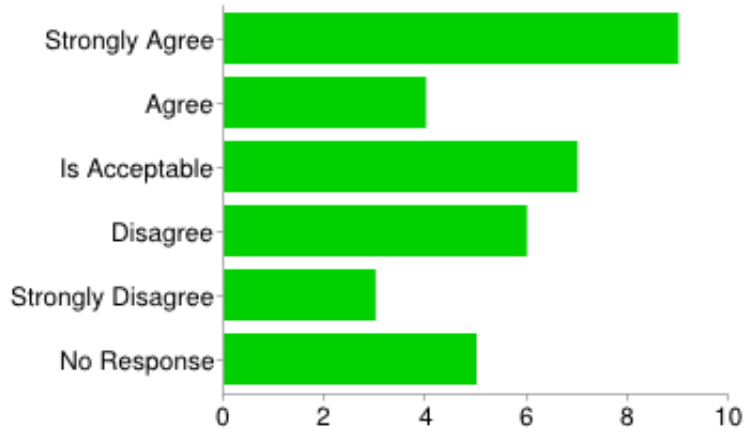
21. Capture is a particularly serious concern for Contract Co. [If applicable, please indicate in comments the type of capture and how such capture could be avoided.] [Structure of Contract Co.]



Strongly Agree	10	29%
Agree	3	9%
Is Acceptable	3	9%
Disagree	10	29%

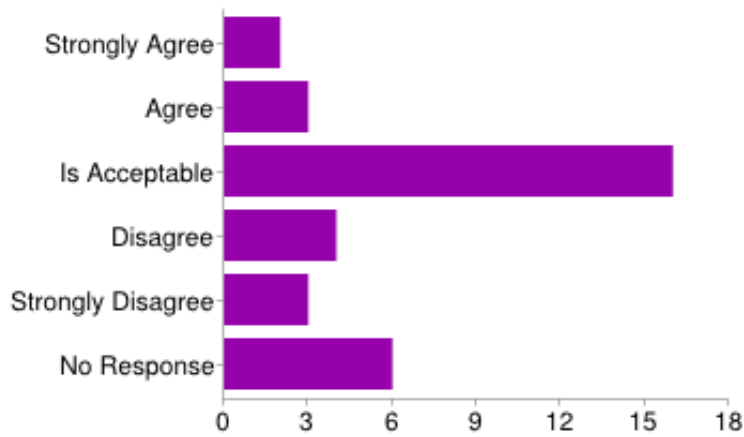
Strongly Disagree	1	3%
No Response	7	21%

22. Nationalization is a particularly serious concern for Contract Co. [Structure of Contract Co.]



Strongly Agree	9	26%
Agree	4	12%
Is Acceptable	7	21%
Disagree	6	18%
Strongly Disagree	3	9%
No Response	5	15%

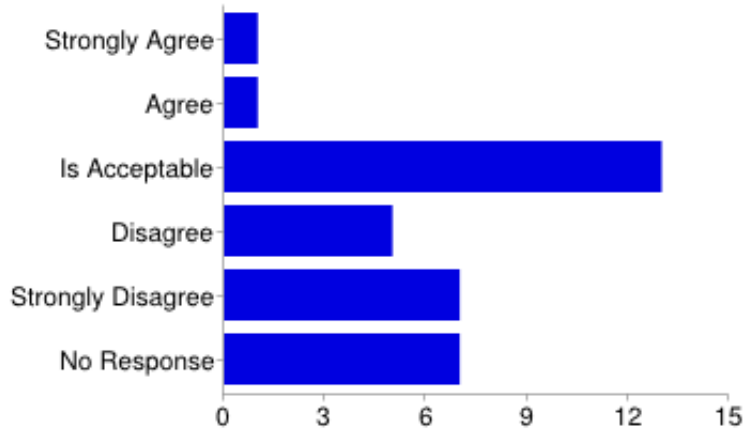
23. Contract Co. should be a U.S. non-profit corporation. [Structure of Contract Co.]



Strongly Agree	2	6%
Agree	3	9%
Is Acceptable	16	47%

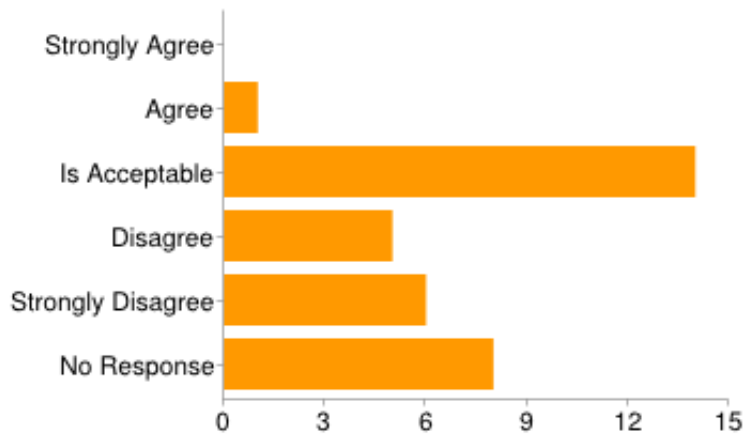
Disagree	4	12%
Strongly Disagree	3	9%
No Response	6	18%

24. Contract Co. should be a Swiss non-profit corporation. [Structure of Contract Co.]



Strongly Agree	1	3%
Agree	1	3%
Is Acceptable	13	38%
Disagree	5	15%
Strongly Disagree	7	21%
No Response	7	21%

25. Contract Co. should be a non-profit corporation located in a jurisdiction other than the US or Switzerland. [Please indicate in the comments which jurisdiction you would propose.] [Structure of Contract Co.]



Strongly Agree	0	0%
Agree	1	3%

Is Acceptable	14	41%
Disagree	5	15%
Strongly Disagree	6	18%
No Response	8	24%

Contract Co - Structure - Comments

q.14: Would prefer all registry operators to be the members (by organisation, not by TLD). If not, CSC should be obliged to consult widely in making decisions. q.18: This only works if an existing organisation is willing to take on the role. It should not be any limited grouping or registries or of particular stakeholder groups. ISOC or other I* organisation might be suitable. q.21: Capture by a strong or dominant Board member or by a management member. The more complex or pressurised the role the easier this is to happen. Need to ensure external checks and balances, including open consultation before any controversial steps are taken. q.22: Location should be chosen to limit this risk. qq.23-25: Location should be based on ensuring the best environment for Contract Co. to carry out its role and for oversight to work. It should NOT give Contract Co. immunity. q.25: EU, Ca are possible, I suppose

I would define "capture" as individuals or contingencies with the power to influence contracting activities or decisions acting outside of the defined mandate (namely, continued sound operational performance and application of policies developed by the relevant communities) and allowing other interests or influences to inform these decisions.

18. Internet Society as an organization or as represented by some of its leaders from staff or community known for their unwavering commitment to the Internet including from IAB, IETF; W3C as an organization or otherwise; NRO? Even constituted this way, it may be identified by a different name without the word "contract" as part of the name. Global Numbers Council, perhaps? And the document could as well be an expanded AoC. 21. I am more concerned about a milder and widely prevalent form of capture whereby people with lesser or no real commitment take some seats, which could significantly compromise on the integrity of purpose. 25. If the complications in the transition process, if any, forces the creation of a ContractCo by any name, then the Community could look for a politically stable and amenable small country willing to acknowledge the global nature of the body and concede a status of local immunity.

I found it difficult to give opinion on most of the questions as I am not convinced that Contract Co is needed in the transition.

13 A membership org is a possibility. But we have then recreated and ICANN-like structure which was explicitly not the intent. 15, 16 See comment for 13. 18 It should be ICANN! 21 If we knew, we could probably protect against it. It is the unknowns of an untested model that creates uncertainty. 22 Not my job

18 Contract Co, IAP, MRT and CSC are all functions. There is no need (yet) to establish institutional and legal home. It depends on judicial system etc. 19: Two questions in one: Yes it should be extremely light-weight, but its purpose should NOT be to hold contracts for the names community. Only contract necessary between IANA functions overviewer is holding contract towards IANA functions operator. All other contracts are ICANN business, and out of scope for this survey. 21 & 22 Capture is not a big risk if you remember to limit the scope of Contract Co. according to 20 (above) and through depoliticisation through decentralization of policy decisions by automation of RZ update. However, if you try to politicize the scope (e.g. Intellectual property issues in DNS etc, capture may become a large risk). Decentralization of DNS policy may also avoid or minimize the risk for nation state capture, e.g. through GAC, Through UN org:s like ITU or WSIS +10. 25 in my own country of course ;-) (joke)

Q.21: see RFP4 work

Q 21 - this question is true of most existing and proposed elements of this effort BUT this does not mean that this a "particular" concern vis-a-vis ConCo.

As there is not something as a neutral jurisdiction it will be difficult to find the best one for a construct as Contract Co. I also do not think that we will be able to find a neutral expert. Best approach would be is to make a list of requirements/dilema's (probably good that this is already done by an expert) and send that out to a truly international law firm and ask them to come up with a recommendation for let's say 5 options and an analyses of how these 5 score on the defined requirements. This however will already be political very problematic as it will be difficult to explain why i.e. Iran, Russia, China or maybe even Brazil are not viable options other than that it will be highly unlikely that NTIA/congress will agree on such an option. This I half jokingly already once suggested contract co. to be a UN agency with a mandate that gives all powers to an MRT like construct, which mandate could only be amended by a unanimous vote in the UN GA. (unfortunately most probably not at all possible to realise)

18 - ISOC

Re #14 and #16 these are 'is acceptable' to me ONLY if the CSC and MRT are Multi Stakeholder in EACH case...

We strongly oppose the creation of the contract company. We believe that it would be open to capture, especially because it is unknown exactly how the Contract Co. would be governed. In addition, having a separate Contract Co. creates the possibility of overlap in authority with new structures proposed by the accountability and with the existing ICANN board. That said, if the community decides to go down this path, the issues presented in this form should be examined by a neutral legal expert.

An EU member state could be an alternative to USA and Switzerland. Poss the Netherlands and the Hague with a strong tradition in hosting legal/judicial entities.

1-16. Question is too dependent on the how the CSC etc, is composed As long as contract contract co is build on quicksand, the jurisdiction doesn't really matter

No specific jurisdiction in mind, but it might be better if one can be found outside North America and Europe.

18. While it could be an existing organization if one with the proper profile existed, there is no necessity that it be an existing organization 19. It is not a 'particular' concern. Capture is an issue in ICANN at present. So it is not particularly serious, just as serious as it normally is. 22. It depends on where it is based.

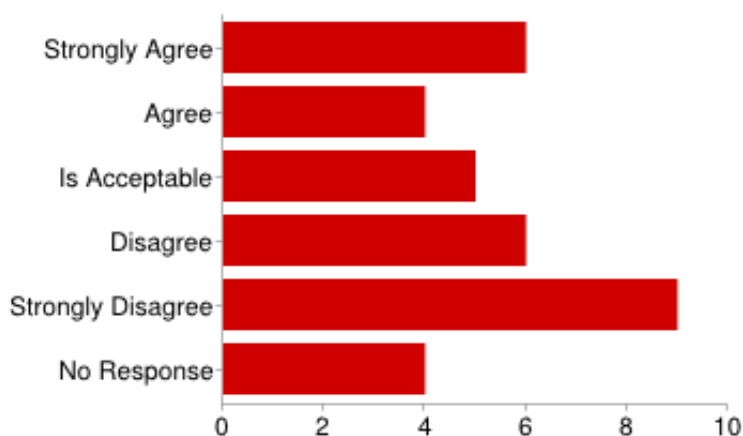
theDNA as the trade association representing a cross-section of IANA's primary customers; ccTLD regional organisations as representing primary customers. I think an existing institution could make Contract Co. easier to implement, but decide who that could be is probably too politic.

18: An Established University in Switzerland; CSTD/ECOSOC;

Repeating the prior comment, the responses above are intended to convey strong objection to the idea of the Contract Co.

Re. 14: It depends on the membership of CSC. Re. 15: It is not possible to express an opinion without knowing the membership of the MRT; if the membership of the MRT is very small (<12), maybe it serve as the Board of Contract Co. Re. 18: I think a legal and business analysis would be needed to identify possible organizations that could serve as Contract Co. Re. 21: It is not possible to express an opinion without more details about Contract Co. Contract Co.'s Bylaws need to be very limiting. Re. 22: If Contract Co.'s mission is very limited and well defined, capture may not be an issue, but that may depend on the MRT. If the MRT can be captured and the MRT controls Contract Co., then Contract Co. could be captured. Re. 23-25: Jurisdiction of Contract Co. needs legal and business analysis.

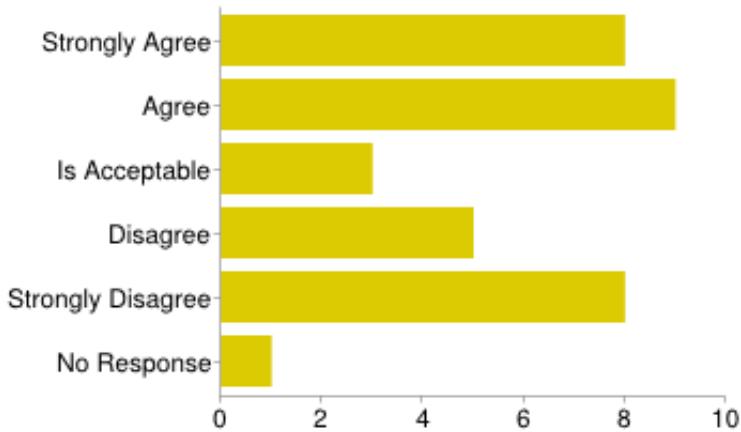
26. Issuing an RFP every 3-7 years could have an unmanageable impact on security and operational stability. [Contract Co. - RFP's]



Strongly Agree 6 18%

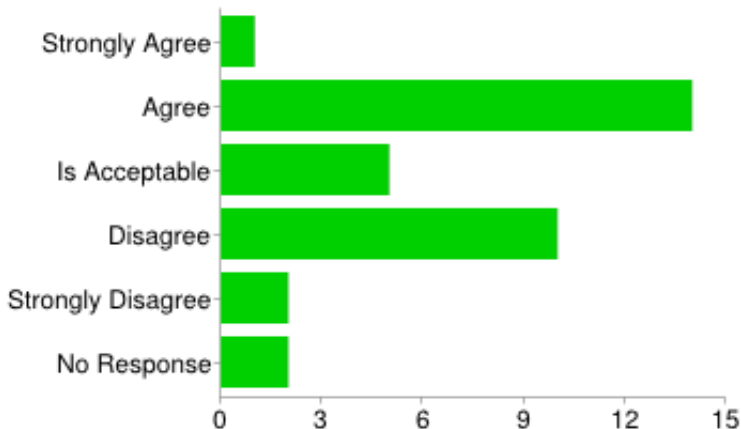
Agree	4	12%
Is Acceptable	5	15%
Disagree	6	18%
Strongly Disagree	9	26%
No Response	4	12%

27. Removing IANA from ICANN could have an unmanageable impact on security and operational stability. [Contract Co. - RFP's]



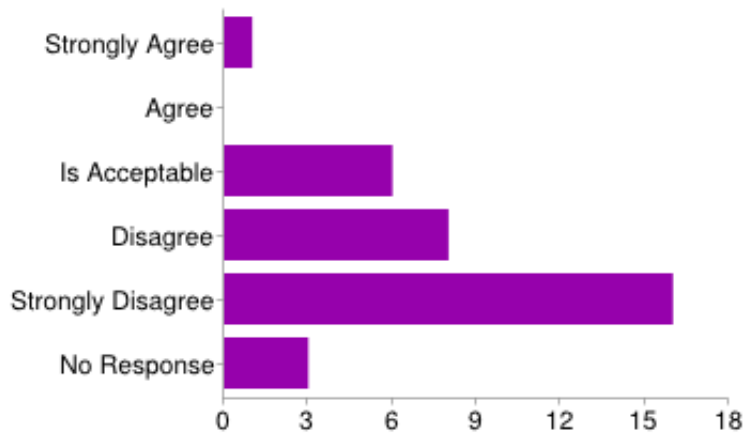
Strongly Agree	8	24%
Agree	9	26%
Is Acceptable	3	9%
Disagree	5	15%
Strongly Disagree	8	24%
No Response	1	3%

28. If there is a longer time period between RFPs, any impact on security and operational stability should diminish. [Contract Co. - RFP's]



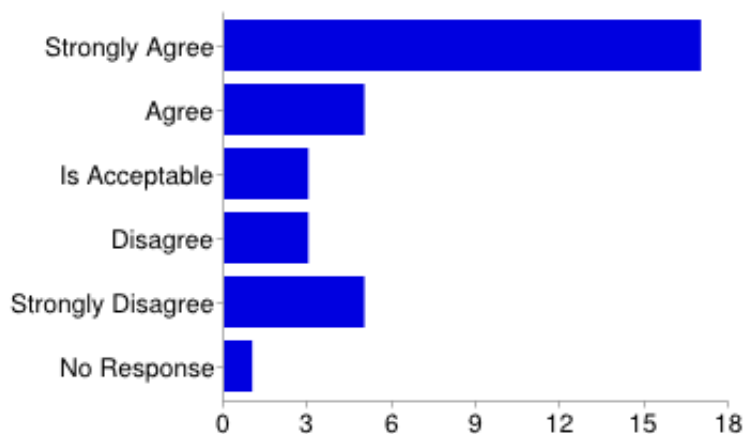
Strongly Agree	1	3%
Agree	14	41%
Is Acceptable	5	15%
Disagree	10	29%
Strongly Disagree	2	6%
No Response	2	6%

29. Contract Co. should be responsible for ensuring that root zone changes are in compliance with prevailing policy and then pass that change along to the Root Zone Maintainer to be implemented. [Contract Co. - RFP's]



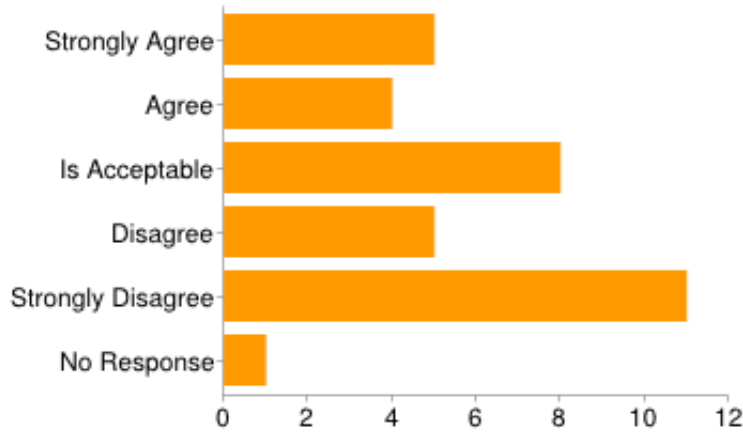
Strongly Agree	1	3%
Agree	0	0%
Is Acceptable	6	18%
Disagree	8	24%
Strongly Disagree	16	47%
No Response	3	9%

30. The separation of the IANA functions and removal from ICANN should be seen as a last resort. [Contract Co. - RFP's]



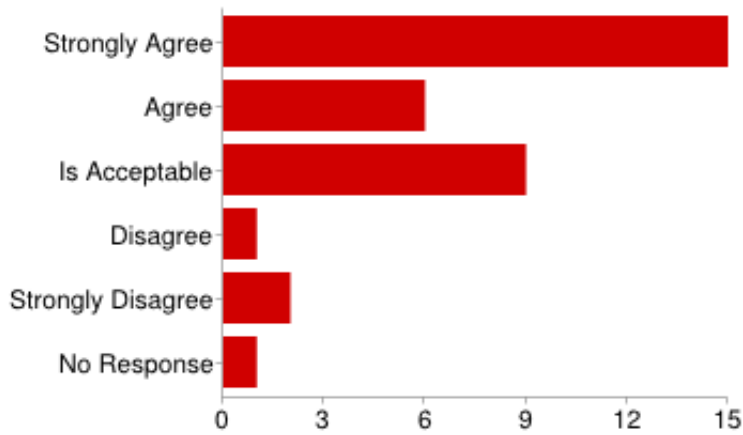
Strongly Agree	17	50%
Agree	5	15%
Is Acceptable	3	9%
Disagree	3	9%
Strongly Disagree	5	15%
No Response	1	3%

31. Regular periodic re-bidding processes of the IANA Function Contract could provide for greater stability and predictability in the contracting functions. [Contract Co. - RFP's]



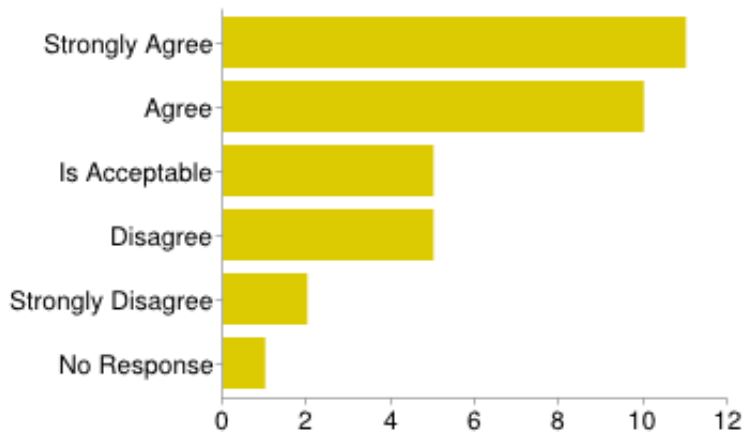
Strongly Agree	5	15%
Agree	4	12%
Is Acceptable	8	24%
Disagree	5	15%
Strongly Disagree	11	32%
No Response	1	3%

32. Circumstances for re-awarding the IANA Function Contract should be limited to issues of non-performance relating to the IANA Function, such as a failure to execute against established Service Level Agreements or non-adherence to contract terms. [Contract Co. - RFP's]



Strongly Agree	15	44%
Agree	6	18%
Is Acceptable	9	26%
Disagree	1	3%
Strongly Disagree	2	6%
No Response	1	3%

33. Transitioning the IANA Naming Functions outside of ICANN should only be undertaken as warranted by serious and persistent issues of non-performance. [Contract Co. - RFP's]



Strongly Agree	11	32%
Agree	10	29%
Is Acceptable	5	15%
Disagree	5	15%
Strongly Disagree	2	6%
No Response	1	3%

Contract Co. - RFP's - Comments

29 I thought CC was non-operation!!!!!! 33 But not first resort.

Let me guess, an ICANN staffer drafted this biased survey?

While transitioning IANA naming function out of ICANN could create stability/operational issues, I believe that the circumstances for a transition would necessarily be limited enough (and clearly set forth) that these risks would be balanced out by existing issues in a rare situation where a transition did take place. I don't believe that issuing RFPs in themselves could have effects on security. It is possible that frequent enough RFPs would have an impact on operational stability due to associated costs and diversion of resources.

Re. 29: Contract Co. should just be a contracting entity, not a contract enforcement body. re #29 whilst it is marked "is acceptable" it is NOT my preferred option such activity could be taken on by an OS Body/ Entity / etc., that is MSM and responsible for the OS actions but is NIT also in control of any Contracts... more like an Advisory Body or more Audit Committee model

Security and stability is, as it says, best served by maintaining a stable environment. The doom of possible change of that, won't help

Q 29: Strongly disagreed because Contract Co should only issue the contract, either CSC or MRT should perform the authorization function. Q 32: Of course poor performance should lead to re-awarding the contract, but the door should be left open for other reasons, such as innovative proposals that improve the efficiency of IANA

26 & 31 Acceptable if the RFP and bidding process referred to pertain to the back end service provider. 32 & 33 After IANA transition the question of rebidding is not meant to arise, the question of removing names from numbers is not meant to arise. Instead build in enough Accountability, corrective and if need be mediated punitive processes - find a Co Chair or recall some Directors or appoint an Additional CEO for short term or disband a whole AC or SO when there are signs of distress, but removing numbers from names or disowning ICANN is not to be an option. This has to be the higher commitment TO ICANN as established to continue, to be affirmed as such.

I've never seen periodic re-selection processes to be a bad thing, so long as they aren't too often. Five year periods, for example, might be reasonable.

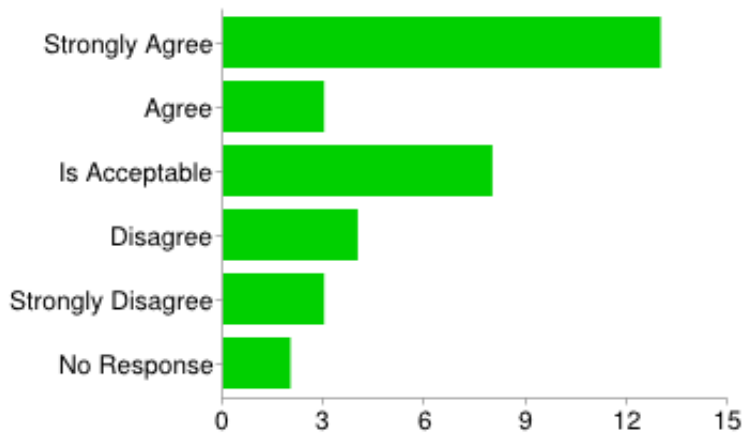
Instead of re-bidding a public consultation should be done every 6 years and only in case of dissatisfaction with IANA a re-bidding should take place

Q 32 and 33 - these two questions focus on performance/SLAs and ignore the possibility of ICANN not implementing changes according to agreed policy which should also be grounds for transitioning the function from ICANN and/or rebidding the contract.

q.27: Depends: answer depends on it being the entire IANA functions operator changed. Risk is limited if it is only the management and organisational part that changes, leaving the operational as is with its known skills base. Also risk if the new operator has specific interests related to TLDs. q.28: This should be the role of the IANA functions operator

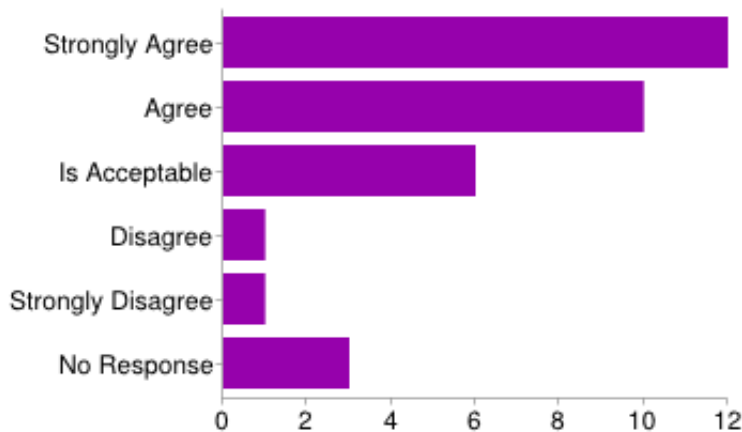
q.30-31: I currently cannot see a credible alternative to the current operational team without serious disruption. If it is just a management and organisational change, the risk might diminish (depending on the management).

1. If adequate accountability mechanisms are in place, an “ICANN Internal” option should be adopted. [Statements Regarding an ICANN Internal Option]



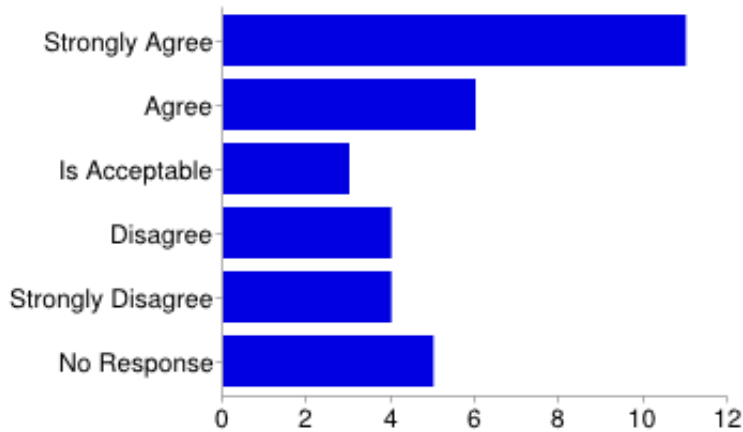
Strongly Agree	13	38%
Agree	3	9%
Is Acceptable	8	24%
Disagree	4	12%
Strongly Disagree	3	9%
No Response	2	6%

2. Adequate accountability mechanisms in an “ICANN Internal” option should include the possibility of removing the IANA Functions from ICANN. [Statements Regarding an ICANN Internal Option]



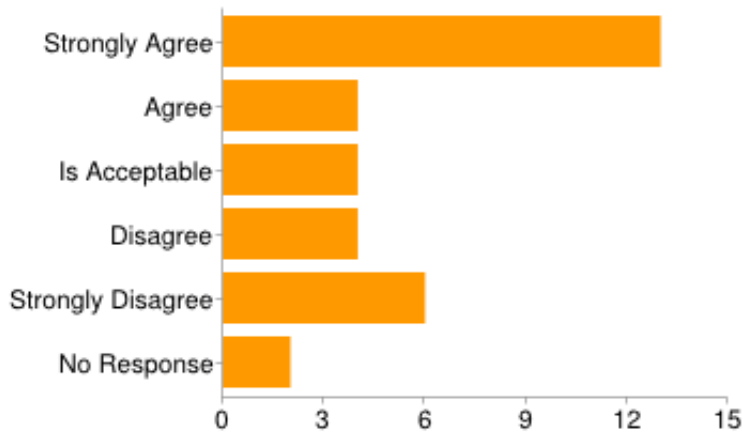
Strongly Agree	12	35%
Agree	10	29%
Is Acceptable	6	18%
Disagree	1	3%
Strongly Disagree	1	3%
No Response	3	9%

3. An ICANN Internal solution would be much less complex than the Contract Co. option. [Statements Regarding an ICANN Internal Option]



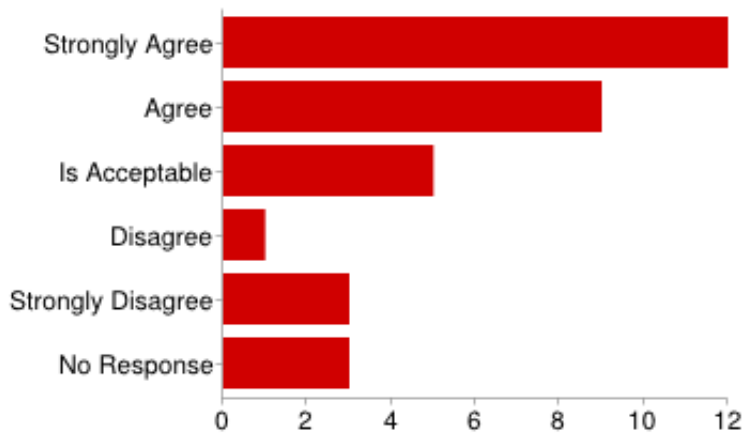
Strongly Agree	11	32%
Agree	6	18%
Is Acceptable	3	9%
Disagree	4	12%
Strongly Disagree	4	12%
No Response	5	15%

4. An ICANN Internal solution would pose less risk to security and operational stability than the Contract Co. option. [Statements Regarding an ICANN Internal Option]



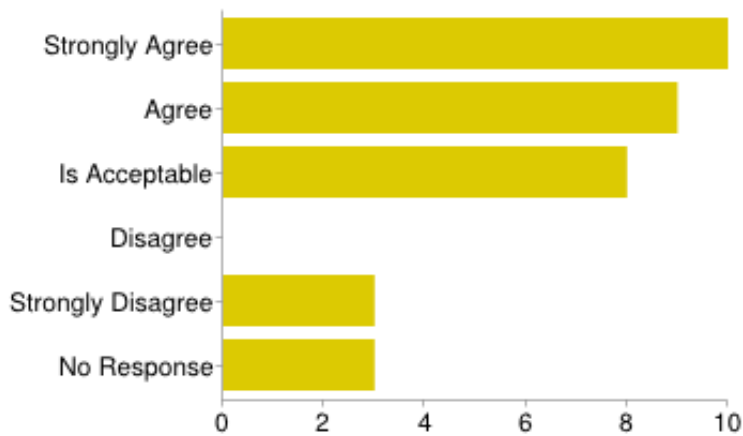
Strongly Agree	13	38%
Agree	4	12%
Is Acceptable	4	12%
Disagree	4	12%
Strongly Disagree	6	18%
No Response	2	6%

5. An ICANN Internal solution would be cheaper to implement and operate than the Contract Co. option. [Statements Regarding an ICANN Internal Option]



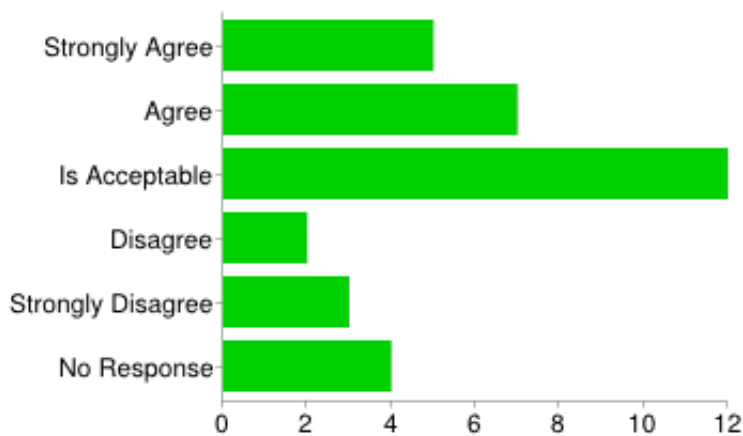
Strongly Agree	12	35%
Agree	9	26%
Is Acceptable	5	15%
Disagree	1	3%
Strongly Disagree	3	9%
No Response	3	9%

6. An ICANN internal solution should include a mechanism where the IANA Functions can be removed from ICANN for “cause” related to the IANA Functions and contracted out to a third party. [Statements Regarding an ICANN Internal Option]



Strongly Agree	10	29%
Agree	9	26%
Is Acceptable	8	24%
Disagree	0	0%
Strongly Disagree	3	9%
No Response	3	9%

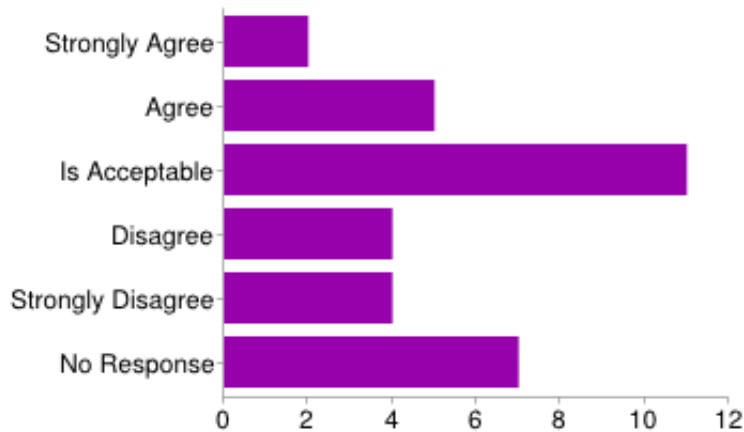
7. An ICANN Internal solution should provide that Contract Co. can be created if necessary (in order to contract out the IANA Functions). [Statements Regarding an ICANN Internal Option]



Strongly Agree	5	15%
Agree	7	21%
Is Acceptable	12	35%
Disagree	2	6%
Strongly Disagree	3	9%

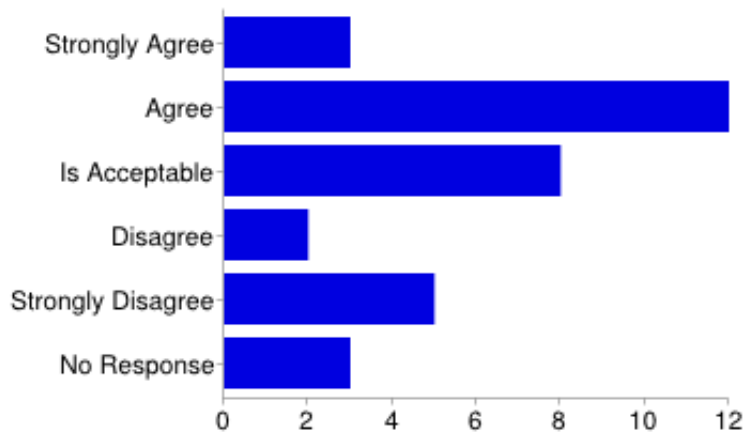
No Response 4 12%

8. An ICANN Internal solution should include a supervisory Board (overseeing the ICANN Board) to which the community can appeal. [Statements Regarding an ICANN Internal Option]



Strongly Agree	2	6%
Agree	5	15%
Is Acceptable	11	32%
Disagree	4	12%
Strongly Disagree	4	12%
No Response	7	21%

9. An ICANN internal solution should include a mechanism where the multistakeholder community may remove ICANN directors, or the entire Board, for “cause” under specific circumstances related to the IANA Functions (i.e., serious and persistent issues of non-performance relating to the IANA Function, such as a failure to execute against established Service Level Agreements or non-adherence to contract terms,” and failure to follow applicable policy). [Statements Regarding an ICANN Internal Option]



Strongly Agree	3	9%
Agree	12	35%
Is Acceptable	8	24%
Disagree	2	6%
Strongly Disagree	5	15%
No Response	3	9%

ICANN Internal Option - Comments

Re. 1: Accountability must be binding. Re. 3: It is not possible to know how complex an internal solution would be without more details. Re. 5: In my opinion, ICANN is not a very cost efficient organization. ICANN is not really an operational organization; it could be more cost effective to have an operational organization perform the IANA functions. Re. 9: Procedures for the multi-stakeholder community to remove Board members would need to be very explicit and carefully designed to avoid political maneuvering.

There is simply not enough detail known about the "internal to ICANN" proposal to answer most questions in this section.

2, 6: I cannot parse these questions. And in general, they are all very speculative and really depend on how things get implemented

Q 1. We have not seen enough detail on this proposal to be able to assess appropriately. I disagree because it is far from clear what adequate accountability mechanisms are or mean, and such mechanisms even in the best of circumstances do not obviate the need for the ability to separate the contract from ICANN. Q 3, 4 and 5. I disagree because we do not know. The lack of detail and lack of a side by side comparison with the CWG draft proposal prevents any other response. Q 8 and 9. Are these internal issues related to the IANA function only or to ICANN more broadly? In Q 9 if the IANA function can be transitioned/awarded to another contractor then this mechanism for removing the Board would need to be revisited and most likely would have to apply to all Board actions/decisions, etc., and not just those that are IANA related.

The reasons for taking IANA from ICANN must be much more serious than failure to comply with SLAs or a simple breach. There must be a failure and a prospective inability to perform.

While an internal option may appear simpler on the surface the complexities associated with transitioning downstream if a need occurred would be more complicated and ineffective than with a contracting model. I believe that 8/9 are questions to the Accountability WG (though the two streams should be coordinated). I also feel that the circumstances underlying IANA non-performance and would not necessarily arise from improper action on the part of the board so board removal is not a mechanism that is "fit for purpose" when it comes to accountability for performance specifically. It may be a suitable mechanism for other types of accountability within ICANN.

1, 3-5, 8 - No response because we would need to see details of the internal solution in order to evaluate. there are various flavors of internal solution with separability and it is difficult to project its attributes and properties. 2, 6, 7, 9 - Whether there is an internal solution or an external solution, these seem to be considerations that the CCWG-Accountability should consider.

I have not responded (No Comment option) to questions 2, 6, and 7 because I don't believe the options they describe are actually possible, so it is pointless to agree or disagree with them. Q 9 I would actually agree strongly with Q 9 if it only applied to "failure to follow applicable policy." That would be a very serious breach of duty that the entire board would be responsible for. Failure to meet an SLA on the other hand, would not justify removing the entire board, and I cannot see how such a failure could be attributed to a single board member or group of members. In general, I think it makes no sense to "spill the board" over IANA performance when 90% of what the ICANN board does has nothing to do with IANA, so I marked "strongly disagree"

This notion of a "supervisory board" needs to be examined in terms of its legal applicability.

8 An option, but likely not the best.

Abstention on the latest 2 questions, due to conflicting hats as cochair of CCWG accountability

9 Not the entire Board. Also, equal and opposite prerequisites are to be stipulated for the Community to qualify for such overwhelming powers. The ACs / SOs need to place Representatives from the respective stakeholder groups only in the pertinent AC/ SO, not by rigid, bureaucratic process, but by proper judgment, balance themselves within the AC/ SO and between the AC/ SOs as also commit to be Accountable as respective communities as well as together as a House. These overwhelming powers have to be so designed as not to become cards in someone's hands to be played against a Board Member or Executive who is not 'amenable' but only in true and demanding circumstances. Please read this comment together with the comment on the section on Accountability on Q 1 & 2

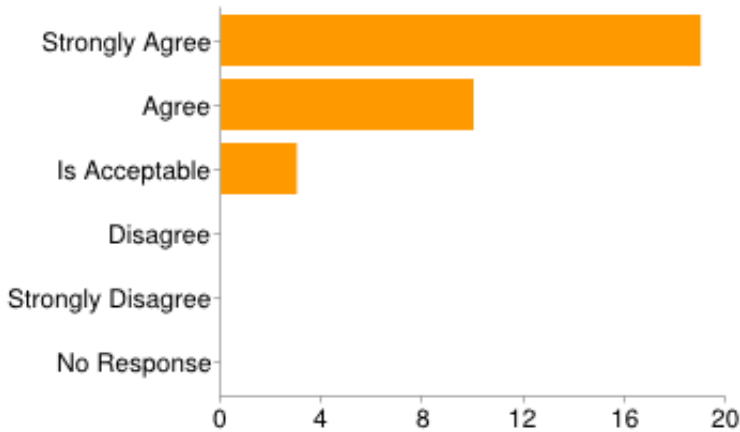
with respect to Q9. I think there would have to be a qualifier that there had been a serious breach of the security and stability of the Internet as a result of non-adherence or failure.

A number of these questions are out of scope. They are not about IANA but are really about ICANN accountability and hence belong in the Accountability Working Group.

q.3: Not sure I have the knowledge to say. I would see it as less disruptive and therefore likely to entail less risk. q.4: In particular concern about litigation against Contract Co. q.6: Subject to failure to perform (previous section q.31) q.8: One possible solution, I suppose. q.9: Very much a drastic option: there are too many other risks, I cannot see this being applied except in the case of massive failure of the organisation.

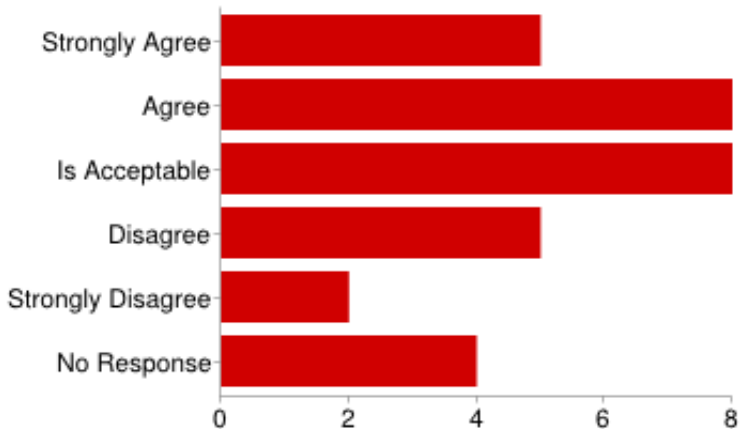
Statements Regarding the IAP

1. There should be standard procedures for catching IANA process errors before resorting to an appeals process. [General Statements]



Strongly Agree	19	56%
Agree	10	29%
Is Acceptable	3	9%
Disagree	0	0%
Strongly Disagree	0	0%
No Response	0	0%

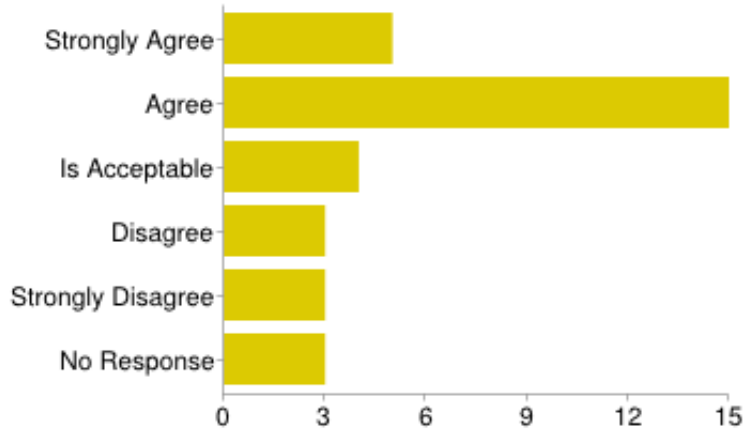
2. Existing arbitration providers should be used instead of creating a new body. [General Statements]



Strongly Agree	5	15%
Agree	8	24%
Is Acceptable	8	24%
Disagree	5	15%

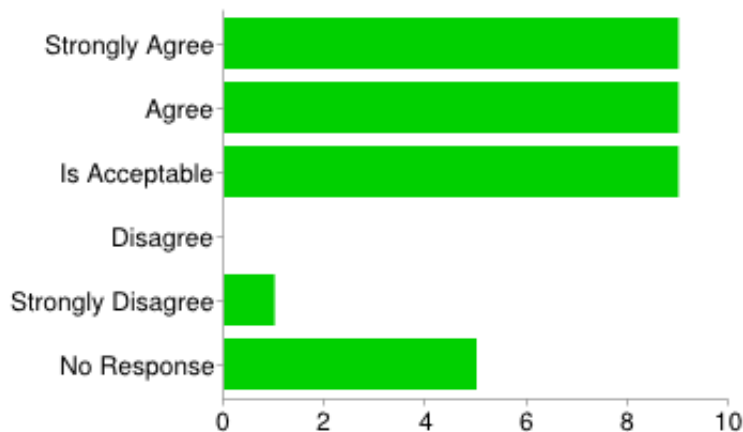
Strongly Disagree **2** 6%
 No Response **4** 12%

3. A mechanism for an affected party to appeal a decision relating to the Root Zone would be beneficial for Internet stakeholders and consumers. [General Statements]



Strongly Agree **5** 15%
 Agree **15** 44%
 Is Acceptable **4** 12%
 Disagree **3** 9%
 Strongly Disagree **3** 9%
 No Response **3** 9%

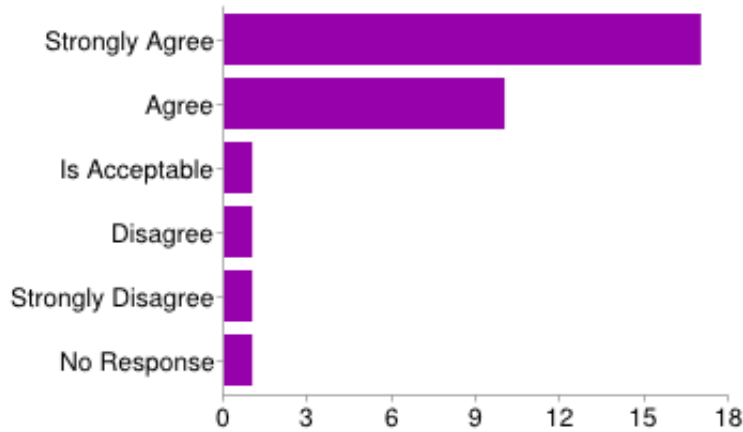
4. Appeals should be managed differently, depending on whether the appeal involves a gTLD or a ccTLD. [General Statements]



Strongly Agree **9** 26%
 Agree **9** 26%
 Is Acceptable **9** 26%

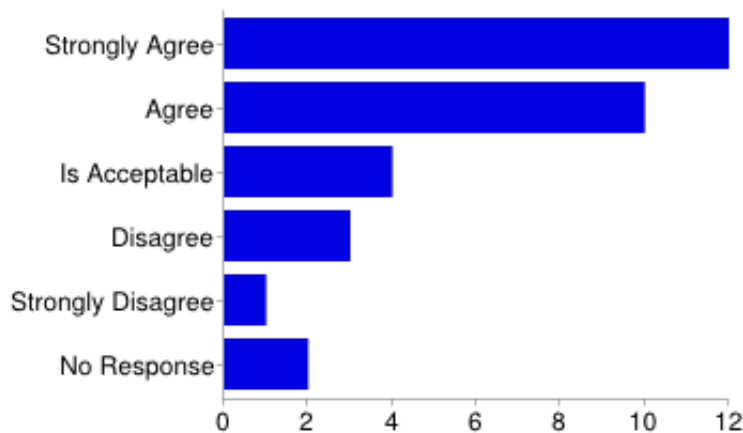
Disagree	0	0%
Strongly Disagree	1	3%
No Response	5	15%

5. Terms of reference for the IAP and details on the composition of the panel should be defined. [General Statements]



Strongly Agree	17	50%
Agree	10	29%
Is Acceptable	1	3%
Disagree	1	3%
Strongly Disagree	1	3%
No Response	1	3%

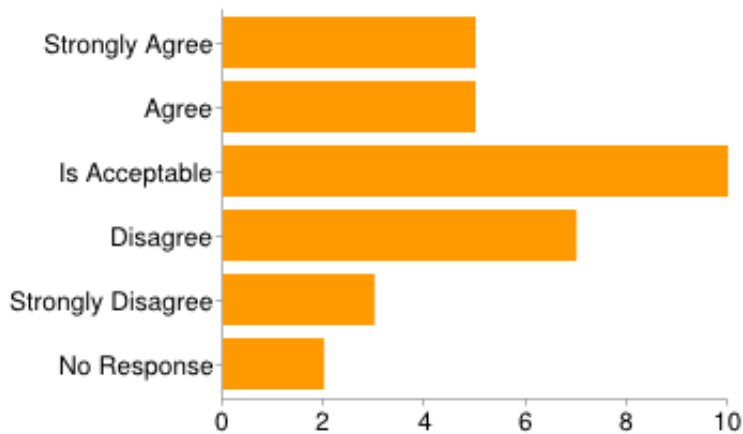
6. The IAP component of the IANA CWG proposal is crucial, and its location outside of both ICANN and the IANA oversight function is necessary. [General Statements]



Strongly Agree	12	35%
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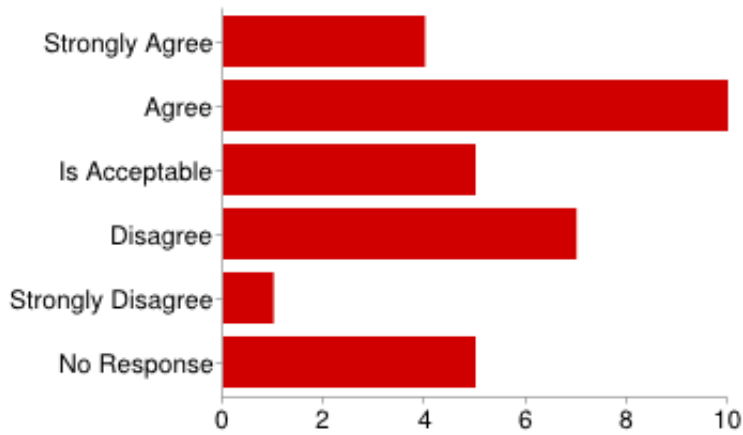
Agree	10	29%
Is Acceptable	4	12%
Disagree	3	9%
Strongly Disagree	1	3%
No Response	2	6%

7. The creation of an independent appeals panel would be better addressed as part of the broader ICANN Enhancing Accountability process because it should be applicable to ICANN as a whole and not just the IANA naming functions. [General Statements]



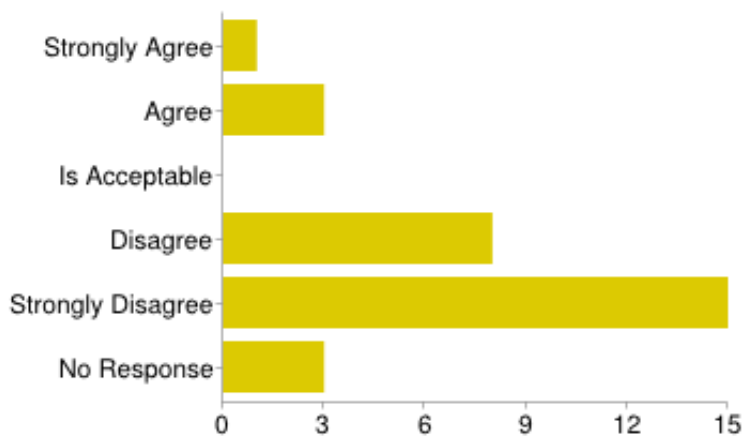
Strongly Agree	5	15%
Agree	5	15%
Is Acceptable	10	29%
Disagree	7	21%
Strongly Disagree	3	9%
No Response	2	6%

8. The creation of accountability mechanisms on different tracks in the IANA CWG and the Accountability CCWG risks creating the potential for confusion and “forum shopping.” [General Statements]



Strongly Agree	4	12%
Agree	10	29%
Is Acceptable	5	15%
Disagree	7	21%
Strongly Disagree	1	3%
No Response	5	15%

9. An appeal mechanism is not needed. [General Statements]



Strongly Agree	1	3%
Agree	3	9%
Is Acceptable	0	0%
Disagree	8	24%
Strongly Disagree	15	44%
No Response	3	9%

IAP - General Statements - Comments

8. Hard to tell. Really depends on what is created, how specific the scopes are, who has standing, and the entry requirements for an appeal.

Re. 4: What should be different for ccTLDs and gTLDs are the criteria for appeals. The process itself may not need to be different.

Review and judicial process have to be well structured for balance and corrections and it is of paramount importance in the process of strengthening the accountability processes

2. The response is to emphasize the need for an elevated process of judicial redressal, not only for IANA but for the whole of ICANN for enhanced accountability and balance.

1. I cannot imagine that it isn't there yet. 2. Arbitration of "what" ??? And without knowing what to arbitrate where in the process the rest of the questions cannot be answered

The notion of appealing a decision related to the root zone is really about the substantive decisions and not about the clerical IANA function. The question blurs the line between non-IANA and IANA functions. More generally, this whole section is out of scope.

3 Unclear what such issues would be given the remit of IANA 4 depends on the type of complaint. 6 Crucial because ccTLDs seem to think so.

An appeals mechanism should appropriately be considered by both IANA and Accountability CWGs, however, the groups should coordinate their work and outputs and determine whether these needs can be met by a single mechanism.

Same comment regarding conflicting hats

q.3: Would introduce a 3rd party into the decision: not acceptable q.4: ccTLDs have very specific and complex issues: IAP should not be able to second guess IANA functions operator, but should focus on due process and proper documentation q.6: Such a process could limit liability of the IANA functions operator and/or ICANN/Contract Co. q.8: So long as their roles are different and clearly identified

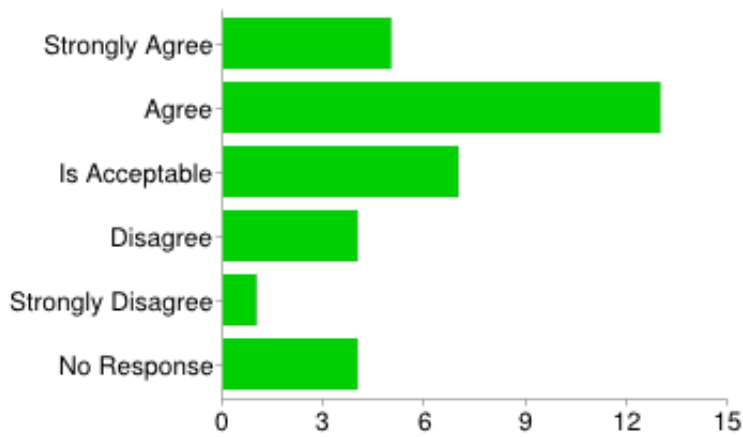
On Q 7: appeals regarding policy development and appeals regarding IANA implementation should not be confused.

8. As ICANN and the IANA functions operator are performing distinct tasks (i.e., policy making and implementation, respectively) there should be no confusion for what they should be held accountable.

We agree that an IAP is necessary but think it should be developed as a part of the overall accountability mechanisms. Further, the term "affected party" must be defined narrowly and appeals should be limited to technical considerations and should not permit policy relitigation. As for the composition of the panels, the process should be laid out in advance, but it is not necessary, per se, to name all of the panelists as a part of the CWG process.

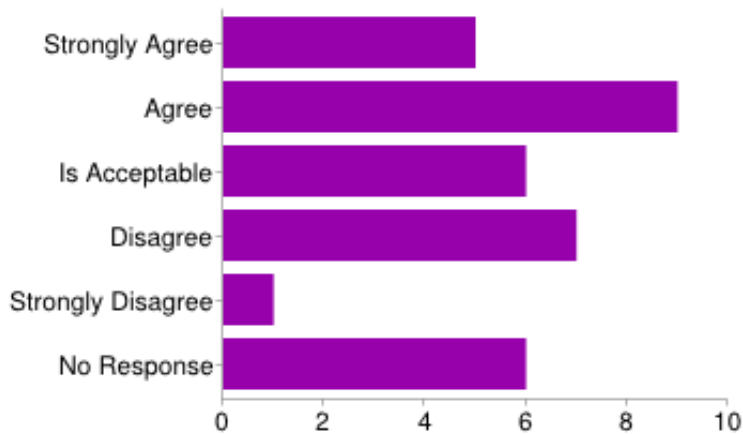
10. The grounds for an appeal should be limited to whether or not relevant

policy was followed. [IAP - Grounds for Appeal]



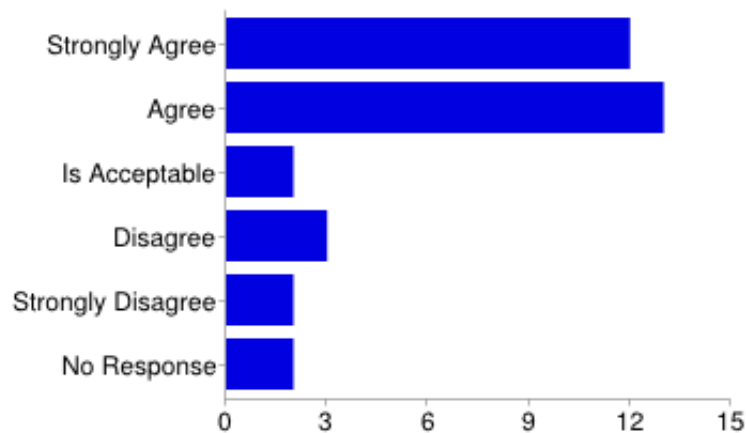
Strongly Agree	5	15%
Agree	13	38%
Is Acceptable	7	21%
Disagree	4	12%
Strongly Disagree	1	3%
No Response	4	12%

11. All decisions and actions of the IANA Functions Operator that affect third parties and impact the Root Zone or Root Zone WHOIS database should be subject to an independent appeals process. [IAP - Grounds for Appeal]



Strongly Agree	5	15%
Agree	9	26%
Is Acceptable	6	18%
Disagree	7	21%
Strongly Disagree	1	3%
No Response	6	18%

12. The appeals process should only challenge whether established policies have been properly applied or adhered to by the IANA Functions Operator. It should not evaluate the merits of such policies. [IAP - Grounds for Appeal]



Strongly Agree	12	35%
Agree	13	38%
Is Acceptable	2	6%
Disagree	3	9%
Strongly Disagree	2	6%
No Response	2	6%

IAP - Grounds for Appeal - Comments

10 Would need more careful thought than time available.

Most readers of these questions will understand them to be referring to substantive decisions about root zone changes and not about the clerical function of publishing root zone changes that have been decided elsewhere. This section creates a false understanding of the role of IANA and hence is out of scope.

Questions 10 and 12 seem duplicative, but 12 is phrased much more precisely.

10. Could also include errors not corrected or other customer service issues that are specific to a specific registry that do not rise to the level of policy exception.

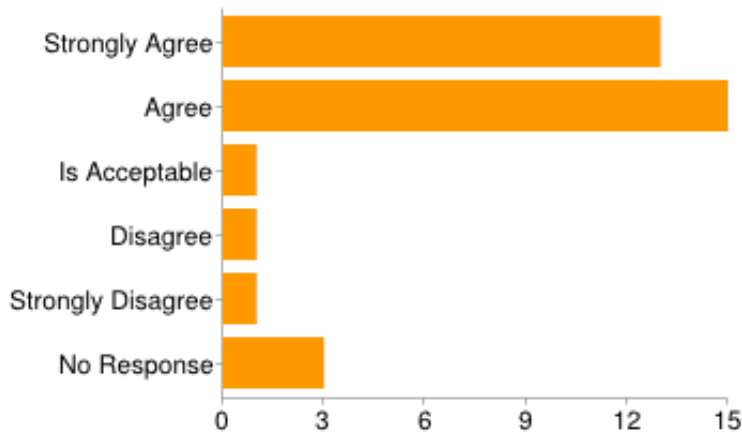
q.10-12: For ccTLDs it should be limited to process and correct documentation

A higher judicial process would not require it to be predefined as to what it ought to hear and what not. It would judge on its own, what cases merit its attention and what not. Its seat needs to be symbolically, and to a certain actually, established higher than that of the Chair but at the same time it needs to be established as a branch for balance with the necessary caution to ensure that it does not excessively subjugates the Board/Community and the Staff.

Again, appeals towards what? And where in the process? Most of the IANA functions deal with the implementation of policy. Appealing after things are implementing is too late.

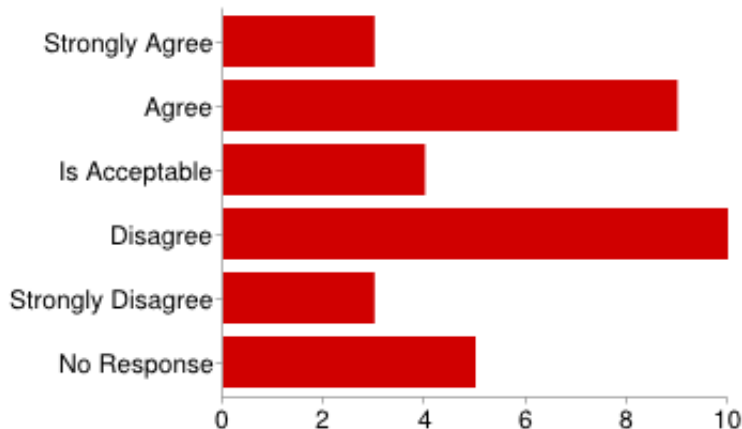
Having some appeals process after the "normal" (policy) process has run its course and before it is implemented seems theological route.

13. The appeals process should be binding on the IANA Functions Operator. [IAP - Powers of the IAP]



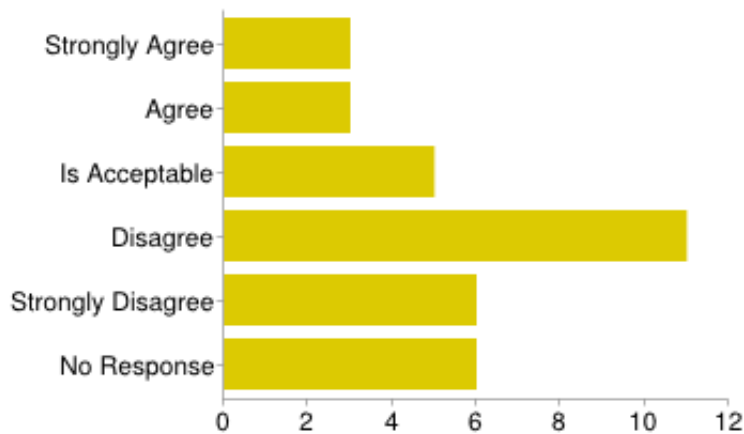
Strongly Agree	13	38%
Agree	15	44%
Is Acceptable	1	3%
Disagree	1	3%
Strongly Disagree	1	3%
No Response	3	9%

14. Awarding binding powers with regard to an appeal from a ccTLD delegation and re-delegations (or the lack thereof) should be out-of-scope for the IAP. [IAP - Powers of the IAP]



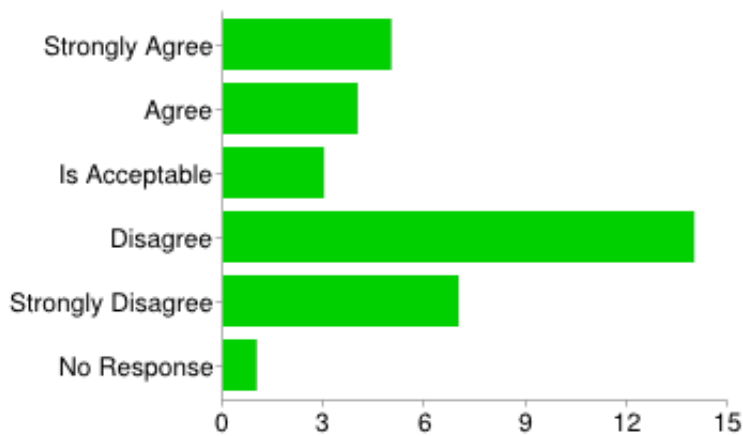
Strongly Agree	3	9%
Agree	9	26%
Is Acceptable	4	12%
Disagree	10	29%
Strongly Disagree	3	9%
No Response	5	15%

15. Even if the IAP's scope is limited to determining whether relevant policy was followed in a ccTLD delegation or re-delegation (or in not delegating or re-delegating a ccTLD), awarding the IAP binding powers in an appeal should be out-of-scope for the IAP. [IAP - Powers of the IAP]



Strongly Agree	3	9%
Agree	3	9%
Is Acceptable	5	15%
Disagree	11	32%
Strongly Disagree	6	18%
No Response	6	18%

16. Any decision by the IAP should be limited to agreeing that the IANA functions operator's processes and procedures have been followed and documented, or to referring the case back to the IANA functions operator for further consideration and explanation. In other words, the IAP should not be able to overturn an action by the IANA functions operator. [IAP - Powers of the IAP]



Strongly Agree	5	15%
Agree	4	12%
Is Acceptable	3	9%
Disagree	14	41%
Strongly Disagree	7	21%
No Response	1	3%

IAP - Powers of the IAP - Comments

Re. 14-15: As a gTLD person, I think it should be up to the ccTLD community to decide how appeals should work for ccTLDs.

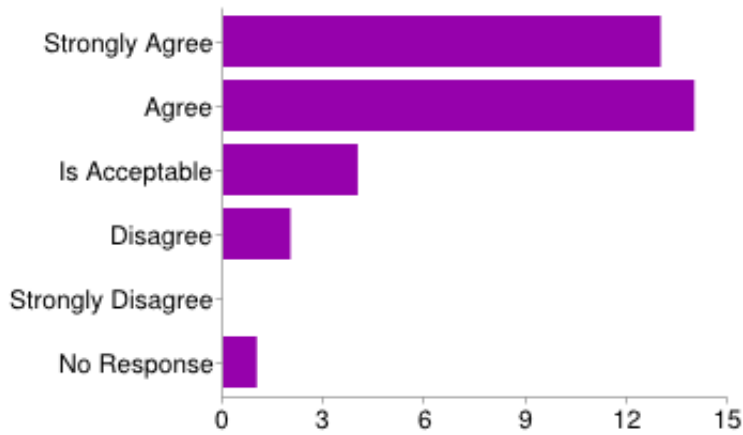
Q16: If it means only that: the IAP should not be able to overturn an action by the IANA functions operator, I agree,

For this process to have an unrestrained scope, its constitution requires to be exalted way above the business-class commercial arbitration panels.

14 I thought that was the prime reason for having the IAP!! 15 This question makes no sense. How can the IAP award powers to the IAP??

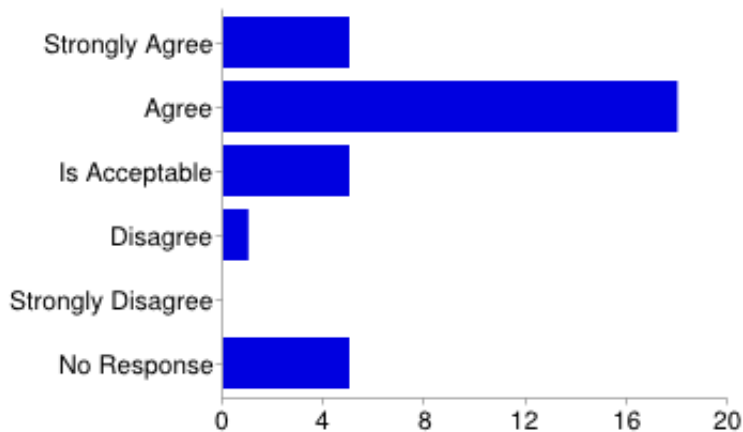
As said before, Appeals should happen before things are implemented, not after. Undoing things like delegation decisions are very hard to do

17. Standing to file appeals should be defined. [IAP - Standing]



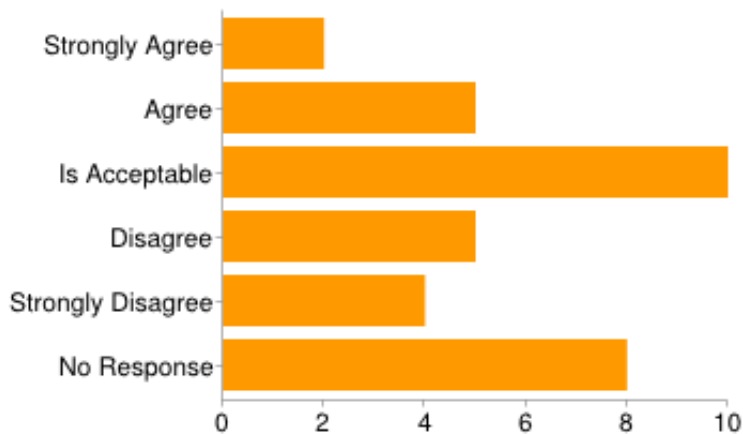
Strongly Agree	13	38%
Agree	14	41%
Is Acceptable	4	12%
Disagree	2	6%
Strongly Disagree	0	0%
No Response	1	3%

18. gTLD registry operators should have standing to appeal delegation and re-delegation decisions to which they are a party that they believe are contrary to approved gTLD policy. [IAP - Standing]



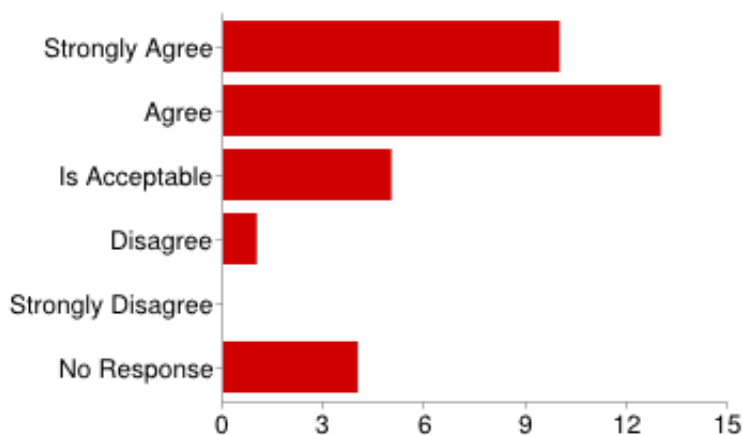
Strongly Agree	5	15%
Agree	18	53%
Is Acceptable	5	15%
Disagree	1	3%
Strongly Disagree	0	0%
No Response	5	15%

19. gTLD registry operators should have standing to appeal delegation and re-delegation decisions that they believe are contrary to approved gTLD policy, even if the operator is not a party involved in the delegation or re-delegation. [IAP - Standing]



Strongly Agree	2	6%
Agree	5	15%
Is Acceptable	10	29%
Disagree	5	15%
Strongly Disagree	4	12%
No Response	8	24%

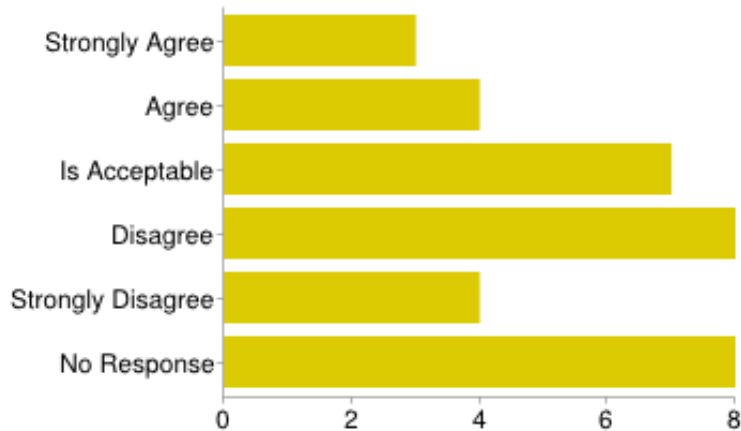
20. ccTLD registry operators should have standing to appeal delegation and re-delegation decisions to which they are a party that they believe are contrary to applicable laws and/or applicable approved ccTLD policy. [IAP - Standing]



Strongly Agree	10	29%
Agree	13	38%
Is Acceptable	5	15%
Disagree	1	3%

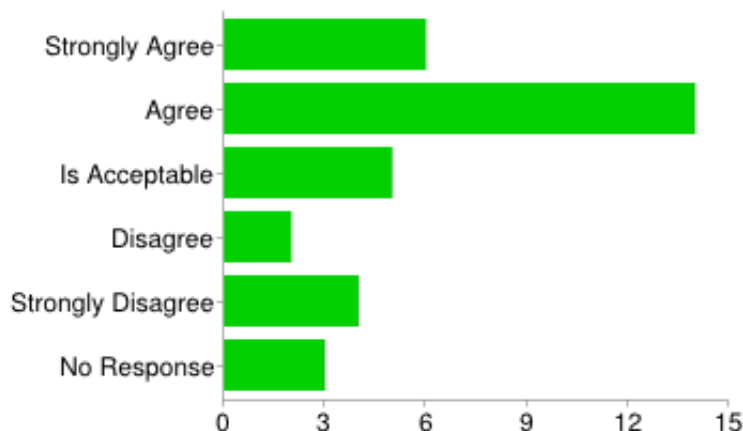
Strongly Disagree	0	0%
No Response	4	12%

21. ccTLD registry operators should have standing to appeal delegation and re-delegation decisions that they believe are contrary to applicable laws and/or applicable approved ccTLD policy, even if the operator is not a party involved in the delegation or re-delegation. [IAP - Standing]



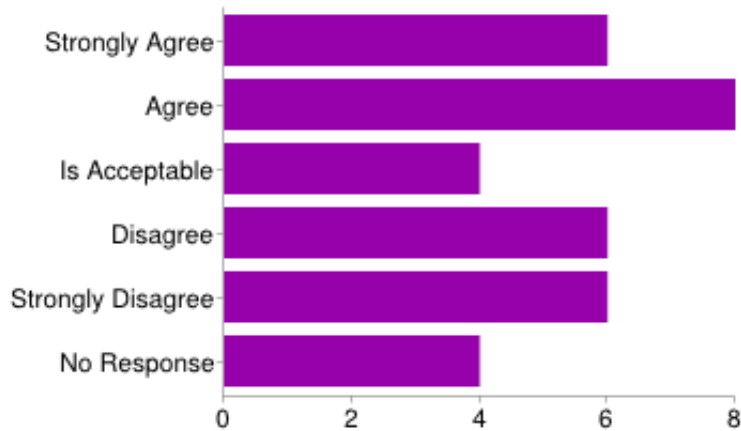
Strongly Agree	3	9%
Agree	4	12%
Is Acceptable	7	21%
Disagree	8	24%
Strongly Disagree	4	12%
No Response	8	24%

22. The ccNSO or GNSO, as applicable, should have standing to appeal implementation of any approved policies relating to delegation of ccTLDs or gTLDs, as applicable, that they believe are inconsistent with those policies. [IAP - Standing]



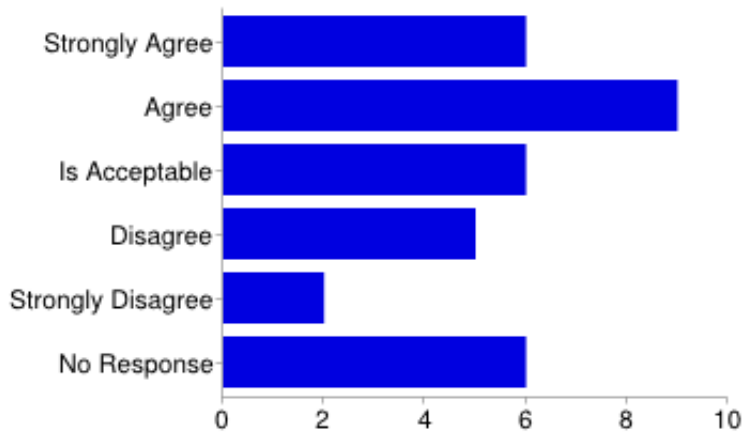
Strongly Agree	6	18%
Agree	14	41%
Is Acceptable	5	15%
Disagree	2	6%
Strongly Disagree	4	12%
No Response	3	9%

23. Governments should have standing to appeal any ccTLD delegation or re-delegation decisions that they believe are contrary to applicable laws. [IAP - Standing]



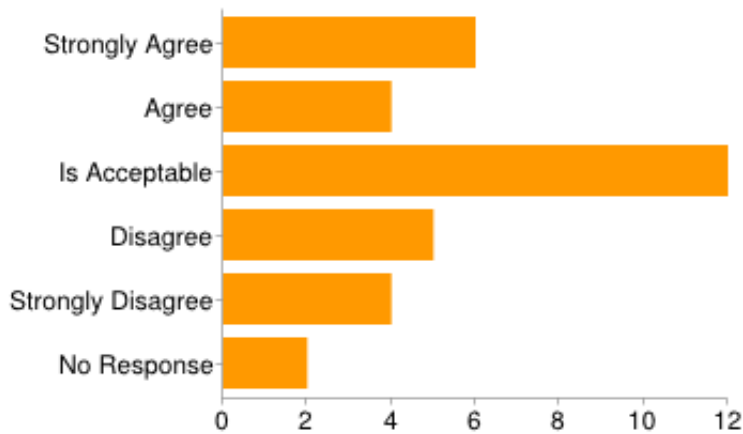
Strongly Agree	6	18%
Agree	8	24%
Is Acceptable	4	12%
Disagree	6	18%
Strongly Disagree	6	18%
No Response	4	12%

24. Governments should have standing to appeal ccTLD delegation or re-delegation decisions that they believe are contrary to applicable laws only where that country's ccTLD is involved. [IAP - Standing]



Strongly Agree	6	18%
Agree	9	26%
Is Acceptable	6	18%
Disagree	5	15%
Strongly Disagree	2	6%
No Response	6	18%

25. Affected third parties should have standing to appeal; e.g., registrants could appeal a gTLD re-delegation, or a national community of users could appeal a ccTLD re-delegation. [IAP - Standing]



Strongly Agree	6	18%
Agree	4	12%
Is Acceptable	12	35%
Disagree	5	15%
Strongly Disagree	4	12%
No Response	2	6%

IAP - Standing - Comments

18 Such disputes already addressed in Ry contract. 23 ONLY if they are a party to the issue. 24 The issue may be WHETHER the ccTLD is for THAT country. 25 Yes for ccTLD part, no for Registrant.

This section has nothing to do with IANA

These questions have more to do with generic ICANN accountability than with the IANA functions.

The process would be in the best position to judge whether or not a party seeking to file an appeal has standing. No restraints need to be placed even on a private citizen approaching the Judicial process with concerns pertaining to the ccTLD of another country.

This section is interesting. It has nothing at all to do with IANA. Instead, it is focused on the substantive decisions related to delegations and re-delegations. This is completely outside the scope of the CWG and ICG, but it is highly appropriate for the Accountability WG. The answers above are based on interpreting the questions as if they refer to the mechanisms and decision processes in the parts of ICANN that deal with the substantive decisions, completely unrelated to IANA.

The questions posed by this section are very important but have not been discussed adequately in the CWG. Results should be discounted accordingly; many responses might change after greater discussion

This set of questions demonstrates the difficulty in creation of an appeals process.

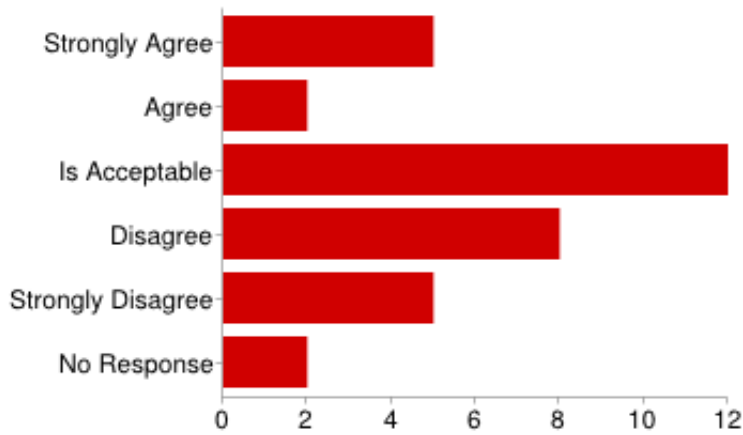
IAP should not do any assessment of national law with regards to ccTLDs.

A materiality standard should apply in determining standing to object, which I feel would largely (but not necessarily) preclude registrants from having standing to file.

qq.18-19: But shouldn't that be to ICANN as the contracting party and operational organisation that does the assessments? q.20: But this should only be to refer back on process or absence of documentation. q.22: this should be a separate process in ICANN q.24: But only to refer back to the IANA functions operator q.25: But only on due process and documentation for a ccTLD and to refer back to ICANN for gTLDs

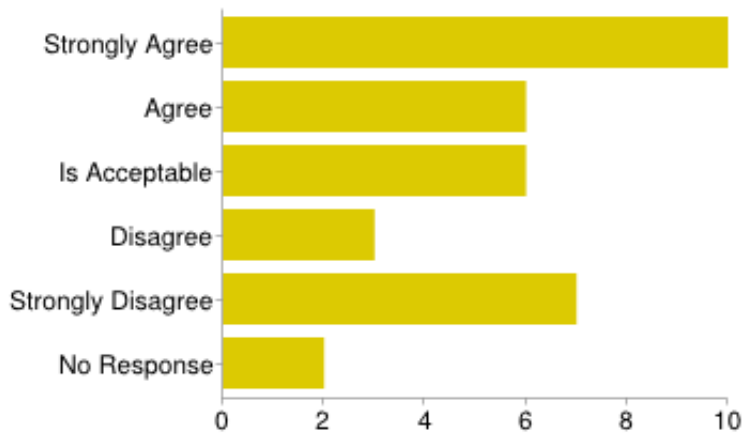
Re. 19: In cases where a registry operator is not the directly impacted party, I think that operator should go through the applicable policy development body and that body should be able to appeal the improper implementation of policy.

1. The final CWG-IANA proposal should include a supervisory Board (overseeing the ICANN Board) to which the community can appeal issues related to the IANA Functions. [Accountability and linkage with the Accountability CCWG]



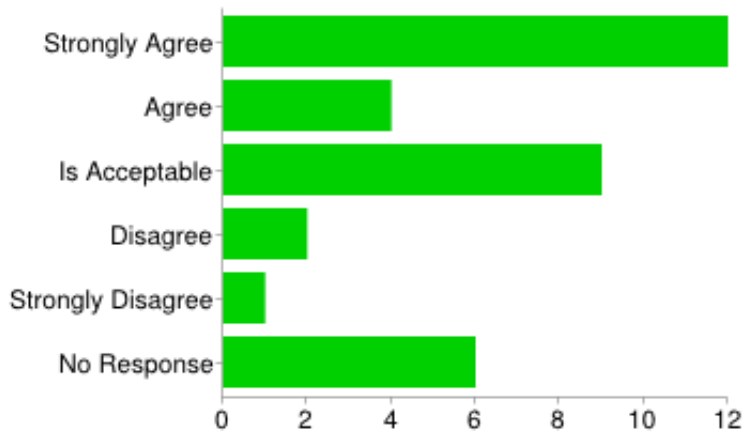
Strongly Agree	5	15%
Agree	2	6%
Is Acceptable	12	35%
Disagree	8	24%
Strongly Disagree	5	15%
No Response	2	6%

2. The final CWG-IANA proposal should include a mechanism where the multistakeholder community may remove ICANN directors, or the entire Board, for “cause” under specific circumstances related to the IANA Functions. [Accountability and linkage with the Accountability CCWG]



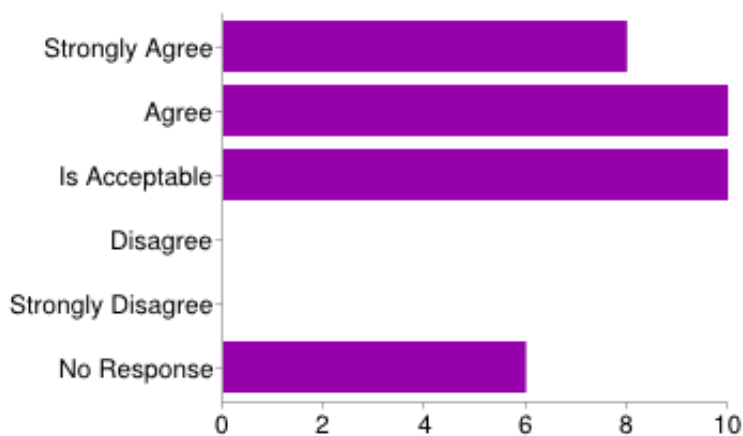
Strongly Agree	10	29%
Agree	6	18%
Is Acceptable	6	18%
Disagree	3	9%
Strongly Disagree	7	21%
No Response	2	6%

3. Ideally, the CWG would have begun its work following the adoption of recommendations by the Accountability Cross Community Working Group (“Accountability CCWG”). [Accountability and linkage with the Accountability CCWG]



Strongly Agree	12	35%
Agree	4	12%
Is Acceptable	9	26%
Disagree	2	6%
Strongly Disagree	1	3%
No Response	6	18%

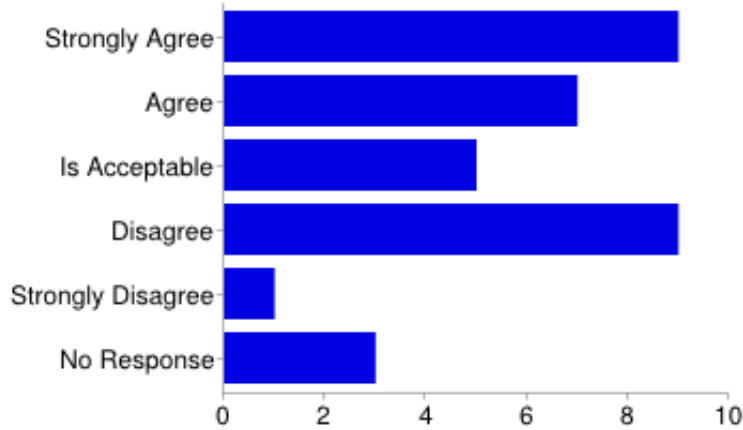
4. Ideally, the Accountability CCWG would have begun its work before or at the same time as the CWG-IANA, so that the groups could work in parallel. [Accountability and linkage with the Accountability CCWG]



Strongly Agree	8	24%
Agree	10	29%
Is Acceptable	10	29%
Disagree	0	0%
Strongly Disagree	0	0%

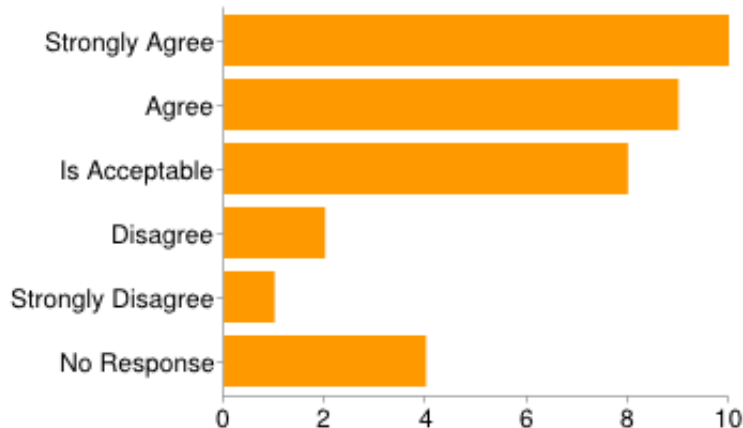
No Response 6 18%

5. The likely consequence of the fact that the CWG-IANA preceded the Accountability CCWG is that it will lead to the creation of duplicative mechanisms or a failure to consider all possible options available to the CWG-IANA. [Accountability and linkage with the Accountability CCWG]



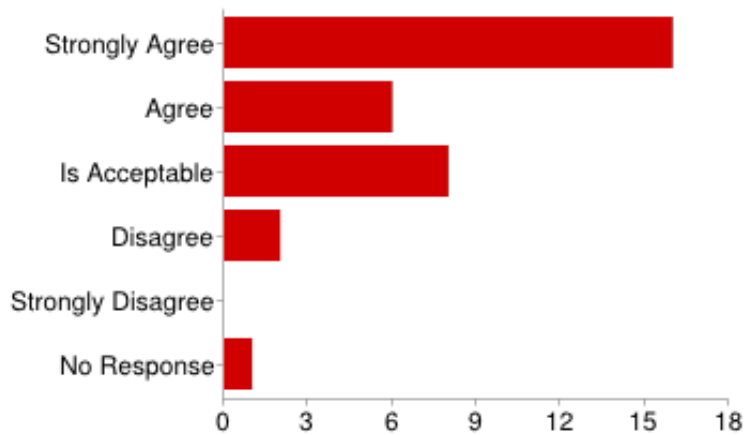
Strongly Agree	9	26%
Agree	7	21%
Is Acceptable	5	15%
Disagree	9	26%
Strongly Disagree	1	3%
No Response	3	9%

6. ICANN should formally link the CWG-IANA and Accountability CCWG processes to ensure that the work moving forward takes into account equities from both processes so that in the end the community, ICANN, and NTIA have two well informed and robust plans to ensure the Internet's continued growth and evolution. [Accountability and linkage with the Accountability CCWG]



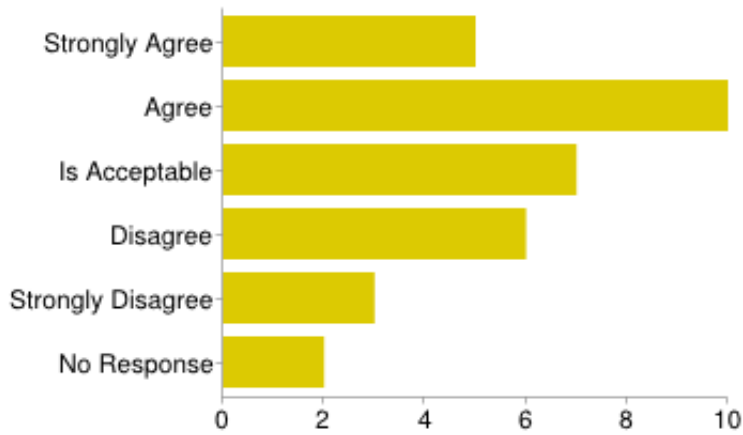
Strongly Agree	10	29%
Agree	9	26%
Is Acceptable	8	24%
Disagree	2	6%
Strongly Disagree	1	3%
No Response	4	12%

7. Enhanced accountability (regardless of who the IANA Functions Operator is) must be in place prior to the IANA Stewardship transition.w 7 [Accountability and linkage with the Accountability CCWG]



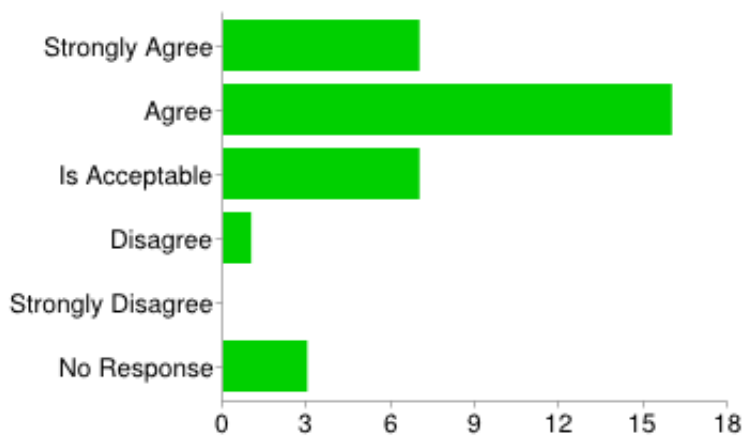
Strongly Agree	16	47%
Agree	6	18%
Is Acceptable	8	24%
Disagree	2	6%
Strongly Disagree	0	0%
No Response	1	3%

8. Finalization of the IANA Naming Proposal should be deferred, pending the outcome of the ICANN Accountability Process. [Accountability and linkage with the Accountability CCWG]



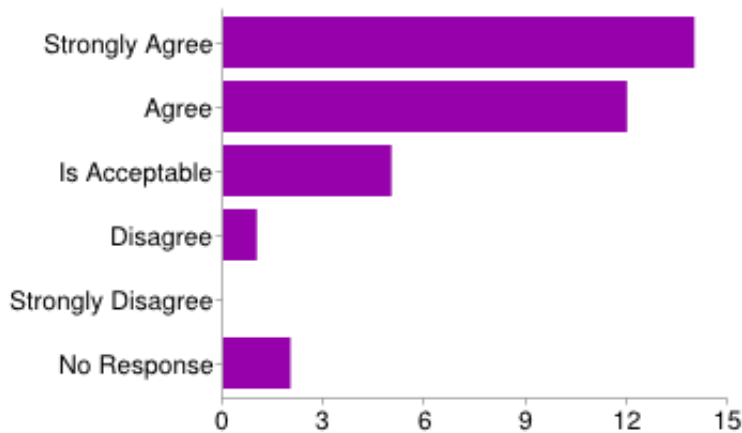
Strongly Agree	5	15%
Agree	10	29%
Is Acceptable	7	21%
Disagree	6	18%
Strongly Disagree	3	9%
No Response	2	6%

9. Following the publication of the CCWG-Accountability’s draft recommendations, an assessment should be conducted by the CWG-IANA to determine whether the outcome of the Accountability Process provides a satisfactory appeals mechanism. [Accountability and linkage with the Accountability CCWG]



Strongly Agree	7	21%
Agree	16	47%
Is Acceptable	7	21%
Disagree	1	3%
Strongly Disagree	0	0%
No Response	3	9%

**10. A placeholder should be included in the CWG-IANA proposal that is submitted to the ICG to allow for further evaluation and work as needed after the CCWG-Accountability track 1 recommendations are finalized.
[Accountability and linkage with the Accountability CCWG]**



Strongly Agree	14	41%
Agree	12	35%
Is Acceptable	5	15%
Disagree	1	3%
Strongly Disagree	0	0%
No Response	2	6%

Accountability and linkage with the Accountability CCWG - Comments

1&2. The supervisory 'Board' would observe, offer higher advice, hands-off, could be a source for the Board to look up to, for advice and counsel on complex Board and Organizational situations. The supervisory organ could be so constituted with seasoned and truly respectable experts void of narrow concerns, so much so that the Community would regard the supervisory organ as one above review. With such a higher body in place, the provisions that may be sought by the Community under (2) might best be satisfied by an appeal to this supervisory body rather than by direct powers to the community. 7. Not enhanced accountability but an avowed commitment to enhance accountability together with a timeline and framework for creation of enhanced accountability is desirable before transition. With the intended level of enhanced accountability in view on a definite time line, steps for some possible changes towards that direction could be taken even before transition, and with such steps towards that direction the transition could take effect.

Q 1 - This is acceptable but really not ideal nor realistic! An independent IAP is better positioned to assess IANA operator policy implementation issues, etc., and would be appropriate should the contract go outside ICANN. A supervisory Board in the sense of

the statement should, if it were to be constituted, apply to all ICANN decisions. Q 3 and 4 - I really do not see the point of these statements. Of course it would have been preferable but we are where we are in the process and have to move forward. I trust the answers provided AND the comments are taken into account. Many of the comments in this and the earlier survey qualify the answers.

Conflicting hats

10: especially legal advice

q.5: Should ensure continued cooperation during development of CCWG work q.9: And of wider accountability process

See earlier comments related to appeal of board members. WS 1 outputs that must be in place pre-transition may constitute agreements with appropriate assurances that accountability mechanisms will be implemented, rather than full implementation at the time of transition. A review of the Accountability CWG output should take place, but this should be to determine its implications for the IANA model(s) under discussion and whether revisions or integration ought to take place, not singlehandedly determining whether the outcome of the CWG is OK.

1 Depends on def'n of "community" 8 WS1

Re. 8: While I believe that ultimate finalization of the IANA Naming proposal should not completely happen until at least track 1 of the Accountability CCWG is completed, I definitely think that the IANA CWG should continue working diligently to produce a proposal and that it is possible to deliver a proposal to the ICG in advance of Accountability CCWG track 1 completion as long as there is a placeholder in the IANA CWG proposal for revisiting the proposal after track 1 is done.

ad 5, Not necessarily as long as the CWG-IANA can constrains itself

Thank you

Number of daily responses

