

IANA Stewardship Transition CWG RFP Section 2B Proposal – 10 November 2014 Draft

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

- Oversight (of the IANA Operator performing DNS actions and activities) – Oversight is performed by an entity which is independent of the Operator and has access to all relevant information to monitor or approve the actions and activities which are being overseen.
- Accountability – The ability for an independent entity to impose binding consequences to ICANN/Operator for failing to meet its formally documented and accepted agreements, standards and expectations.

1. Oversight and accountability for IANA Functions services and activities relative to both ccTLDs and gTLDs

Both ccTLDs and gTLDs benefit from the oversight and accountability provided by NTIA in its role as Administrator of the IANA Functions Contract and Root Zone Management Process Administrator.

General oversight of the IANA functions operator's provision of the services and activities listed in Section I for TLDs is performed by the direct recipients of the services, i.e., cc TLD managers and gTLD registry operators, and by NTIA as the contractor for the IANA functions contract. Registry operators and TLD managers perform oversight by monitoring the processing of IANA requests they submit. NTIA as Root Zone Process Manager performs oversight by verifying that process, policy and technical checks were successfully confirmed and also by administering the IANA functions contract, also discussed elsewhere in this section. Registrants and users of TLDs perform limited oversight when they attempt to use second level domain names.

As noted in previous sections there are very few ICANN operational policies which affect ccTLDs beyond RFC1591. As such ccTLDs rely in large part on the NTIA acting as Administrator and Manager to ensure independent oversight and accountability (as defined above) of the Operator for its actions and activities.

It is also important to note that the oversight and accountability provided by the NTIA as Administrator is not considered to cover specific actions such as the delegation or re-delegation of a specific ccTLD or gTLD. The oversight and accountability function for specific actions is performed by the NTIA in its capacity as Root Zone Process Manager.

1.1 NTIA acting as Contract Administrator for the IANA Function Contract

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

- *C.2.6 Transparency and Accountability -- Within six (6) months of award, the Contractor shall, in collaboration with all interested and affected parties as enumerated in Section C.1.3, develop user instructions including technical requirements for each corresponding IANA function and post via a website.*
- *C.2.7 Responsibility and Respect for Stakeholders – Within six (6) months of award, the Contractor shall, in collaboration with all interested and affected parties as enumerated in Section C.1.3, develop for each of the IANA functions a process for documenting the source of the policies and procedures and how it will apply the relevant policies and procedures for the corresponding IANA function and post via a website.*
- *C.2.8 Performance Standards -- Within six (6) months of award, the Contractor shall develop performance standards, in collaboration with all interested and affected parties as enumerated in Section C.1.3, for each of the IANA functions as set forth at C.2.9 to C.2.9.4 and post via a website. C.4.2 Monthly Performance Progress Report*
- *C.2.9.2.b Root Zone “WHOIS” Change Request and Database Management -- The Contractor shall maintain, update, and make publicly accessible a Root Zone “WHOIS” database with current and verified contact information for all TLD registry operators. The Root Zone “WHOIS” database, at a minimum, shall consist of the TLD name; the IP address of the primary nameserver and secondary nameserver for the TLD; the corresponding names of such nameservers; the creation date of the TLD; the name, postal address, email address, and telephone and fax numbers of the TLD registry operator; the name, postal address, email address, and telephone and fax numbers of the technical contact for the TLD registry operator; and the name, postal address, email address, and telephone and fax numbers of the administrative contact for the TLD registry operator; reports; and date record last updated; and any other information relevant to the TLD requested by the TLD registry operator. The Contractor shall receive and process root zone “WHOIS” change requests for TLDs.*
- *C.2.9.2.e Root Zone Automation -- The Contractor shall work with NTIA and the Root Zone Maintainer, and collaborate with all interested and affected parties as enumerated in Section C.1.3, to deploy a fully automated root zone management system within nine (9) months after date of contract award. The fully automated system must, at a minimum, include a secure (encrypted) system for customer communications; an automated provisioning protocol allowing customers to manage their interactions with the root zone management system; an online database of change requests and subsequent actions whereby each customer can see a record of their historic requests and maintain visibility into the progress of their current requests;*

and a test system, which customers can use to meet the technical requirements for a change request ; an internal interface for secure communications between the IANA Functions Operator; the Administrator, and the Root Zone Maintainer.

- *C.2.12.a Program Manager. The contractor shall provide trained, knowledgeable technical personnel according to the requirements of this contract. All contractor personnel who interface with the CO and COR must have excellent oral and written communication skills. "Excellent oral and written communication skills" is defined as the capability to converse fluently, communicate effectively, and write intelligibly in the English language. The IANA Functions Program Manager organizes, plans, directs, staffs, and coordinates the overall program effort; manages contract and subcontract activities as the authorized interface with the CO and COR and ensures compliance with Federal rules and regulations and responsible for the following: ...*
- *C.4.1 Meetings -- Program reviews and site visits shall occur annually.*
- *C.4.2 Monthly Performance Progress Report -- The Contractor shall prepare and submit to the COR a performance progress report every month (no later than 15 calendar days following the end of each month) that contains statistical and narrative information on the performance of the IANA functions (i.e., assignment of technical protocol parameters; administrative functions associated with root zone management; and allocation of Internet numbering resources) during the previous calendar month. The report shall include a narrative summary of the work performed for each of the functions with appropriate details and particularity. The report shall also describe major events, problems encountered, and any projected significant changes, if any, related to the performance of requirements set forth in C.2.9 to C.2.9.4.*
- *C.4.3 Root Zone Management Dashboard -- The Contractor shall work collaboratively with NTIA and the Root Zone Maintainer, and all interested and affected parties as enumerated in Section C.1.3, to develop and make publicly available via a website, a dashboard to track the process flow for root zone management within nine (9) months after date of contract award.*
- *C.4.4 Performance Standards Reports -- The Contractor shall develop and publish reports for each discrete IANA function consistent with Section C.2.8. The Performance Standards Metric Reports will be published via a website every month (no later than 15 calendar days following the end of each month) starting no later than six (6) months after date of contract award.*
- *C.4.5 Customer Service Survey (CSS) --The Contractor shall collaborate with NTIA to develop and conduct an annual customer service survey consistent with the performance standards for each of the discrete IANA functions. The survey shall*

include a feedback section for each discrete IANA function. No later than 30 days after conducting the survey, the Contractor shall submit the CSS Report to the COR.

- *C.5.1 Audit Data -- The Contractor shall generate and retain security process audit record data for one year and provide an annual audit report to the CO and the COR. All root zone management operations shall be included in the audit, and records on change requests to the root zone file. The Contractor shall retain these records in accordance with the clause at 52.215-2. The Contractor shall provide specific audit record data to the CO and COR upon request.*
- *C.5.2 Root Zone Management Audit Data -- The Contractor shall generate and publish via a website a monthly audit report based on information in the performance of Provision C.9.2 (a-g) Perform Administrative Functions Associated With Root Zone Management. The audit report shall identify each root zone file and root zone “WHOIS” database change request and the relevant policy under which the change was made as well as identify change rejections and the relevant policy under which the change request was rejected. The Report shall start no later than nine (9) months after date of contract award and thereafter is due to the COR no later than 15 calendar days following the end of each month.*
- *C.5.3 External Auditor - - The Contractor shall have an external, independent, specialized compliance audit which shall be conducted annually and it shall be an audit of all the IANA functions security provisions against existing best practices and Section C.3 of this contract.*

Which IANA functions are affected by the oversight functions:

All of the services listed in Section I from the IANA functions contract are affected by the oversight functions performed by registry operators or TLD managers and NTIA:

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

All of the services from Section I that are not part of the IANA functions contract are affected by the oversight functions performed by registry operators or TLD managers and the last one is also affected by the oversight functions performed by NTIA:

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

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

Regarding the policy sources identified in Section 2A, it is not that they are affected by the oversight discussed above but rather that the policy developed and implemented affects the services provided by the IANA functions operator. For example, the IANA oversight performed doesn't influence TLD policies or implementation of those policies but the policies and their implementation determine what TLDs are allowed in the root zone.

How is the IANA functions operator held accountable?

Here are ways in which the IANA functions operator is currently held accountable for the provision of the services from Section I:

- a. The requirement for the re-compete and renewal of the IANA functions contract provides an incentive for good performance. A possible consequence for failure to perform is non-renewal of the contract.
- b. Verification by NTIA that process, policy and technical checks were successfully confirmed provides a check that the IANA functions were performed correctly. If checks are not verified, the requested IANA change will not be approved. Repeated failure by the IANA functions operator to properly perform checks could result in nonrenewal of the contract.
- c. Service level requirements in the IANA function contract provide objective measurements to evaluate performance. Failure to successfully meet service level requirements would presumably result in warnings by NTIA and recurring failure would presumably result in warnings by NTIA and probably negatively impact contract renewal possibility.
- d. Reports by the IANA functions contractor to NTIA provide data for evaluating performance and adherence to service level requirements. Repeated reports showing poor performance would presumably result in warnings by NTIA and probably negatively impact contract renewal possibility.
- e. The Customer Service Complaint Resolution Process included in the IANA functions contract provides a means of resolving problems including those possibly caused by the IANA functions operator.
- f. The Root Zone Maintainer performs independent technical checks to back up those performed by the IANA functions contractor and NTIA. Problematic technical checks would be reported to NTIA and the IANA functions operator.

Jurisdiction

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

1.2 Independent Review of Board Actions

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

- 1. In addition to the reconsideration process described in Section 2 of this Article, ICANN shall have in place a separate process for independent third-party review of Board actions alleged by an affected party to be inconsistent with the Articles of Incorporation or Bylaws.
- 2. Any person materially affected by a decision or action by the Board that he or she asserts is inconsistent with the Articles of Incorporation or Bylaws may submit a request for independent review of that decision or action. In order to be materially affected, the person must suffer injury or harm that is directly and causally connected to the Board's alleged violation of the Bylaws or the Articles of Incorporation, and not as a result of third parties acting in line with the Board's action.
- 11. The IRP Panel shall have the authority to:
 - summarily dismiss requests brought without standing, lacking in substance, or that are frivolous or vexatious;
 - request additional written submissions from the party seeking review, the Board, the Supporting Organizations, or from other parties;
 - declare whether an action or inaction of the Board was inconsistent with the Articles of Incorporation or Bylaws; and
 - recommend that the Board stay any action or decision, or that the Board take any interim action, until such time as the Board reviews and acts upon the opinion of the IRP;
 - consolidate requests for independent review if the facts and circumstances are sufficiently similar; and
 - determine the timing for each proceeding.
- 18. The IRP Panel should strive to issue its written declaration no later than six months after the filing of the request for independent review. The IRP Panel shall make its declaration based solely on the documentation, supporting materials, and

arguments submitted by the parties, and in its declaration shall specifically designate the prevailing party. The party not prevailing shall ordinarily be responsible for bearing all costs of the IRP Provider, but in an extraordinary case the IRP Panel may in its declaration allocate up to half of the costs of the IRP Provider to the prevailing party based upon the circumstances, including a consideration of the reasonableness of the parties' positions and their contribution to the public interest. Each party to the IRP proceedings shall bear its own expenses.

- 21. Where feasible, the Board shall consider the IRP Panel declaration at the Board's next meeting. The declarations of the IRP Panel, and the Board's subsequent action on those declarations, are final and have precedential value.
- The current ICANN supplier for the IRP is The International Centre for Dispute Resolution. Details at www.icdr.org.
- Note: RFC1591 foresaw a need for dispute resolution in section 3.4 and that the IRP may meet this requirement with respect to delegations and redelegations.

Which IANA functions are affected by the oversight functions:

All of the services listed in Section I from the IANA functions contract are affected by the oversight functions performed by registry operators or TLD managers and NTIA:

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

Services from Section I that are not part of the IANA functions contract are affected by the oversight functions performed by registry operators or TLD managers and the last one is also affected by the oversight functions performed by NTIA:

- 3) Retirement of ccTLD codes

Regarding the policy sources identified in Section 2A, it is not that they are affected by the oversight discussed above but rather that the policy developed and implemented affects the services provided by the IANA functions operator. For example, the IANA oversight performed doesn't influence TLD policies or implementation of those policies but the policies and their implementation determine what TLDs are allowed in the root zone.

How is the IANA functions operator held accountable?

Here are ways in which the IANA functions operator is currently held accountable for the provision of these services:

- a. The IRP Panel shall have the authority to recommend that the ICANN Board stay any action or decision, or that the Board take any interim action, until such time as the Board reviews and acts upon the opinion of the IRP;

Jurisdiction

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

1.3 NTIA acting as Root Zone Management Process Administrator

From the SSAC document 068 we have the following definition of the NTIA's role as Root Zone Management Process Administrator:

As the Root Zone Management Process Administrator, NTIA's role can be described as the "Final Authorization Authority" for changes to the Root Zone content and contact information for the Top Level Delegations. This is the most significant technical and policy activity currently performed by NTIA that is related to IANA activities.

The following are the oversight support mechanisms for this oversight function:

- *IANA Functions Contract - C.2.9.2.c Delegation and Redelelegation of a Country Code Top Level-Domain (ccTLD) --The Contractor shall apply existing policy frameworks in processing requests related to the delegation and redelegation of a ccTLD, such as RFC 1591 Domain Name System Structure and Delegation, the Governmental Advisory Committee (GAC) Principles And Guidelines For The Delegation And Administration Of Country Code Top Level Domains, and any further clarification of these policies by interested and affected parties as enumerated in Section C.1.3. If a policy framework does not exist to cover a specific instance, the Contractor will consult with the interested and affected parties, as enumerated in Section C.1.3; relevant public authorities; and governments on any recommendation that is not within or consistent with an existing policy framework. In making its recommendations, the Contractor shall also take into account the relevant national frameworks and applicable laws of the jurisdiction that the TLD registry serves. The Contractor shall submit its recommendations to the COR via a Delegation and Redelelegation Report.*

- *IANA Functions Contract - C.2.9.2d Delegation and Redelegation of a Generic Top Level Domain (gTLD) -- The Contractor shall verify that all requests related to the delegation and redelegation of gTLDs are consistent with the procedures developed by ICANN. In making a delegation or redelegation recommendation, the Contractor must provide documentation verifying that ICANN followed its own policy framework including specific documentation demonstrating how the process provided the opportunity for input from relevant stakeholders and was supportive of the global public interest. The Contractor shall submit its recommendations to the COR via a Delegation and Redelegation Report.*
- *From the Operator Technical Proposal Volume 1 we have (<https://www.icann.org/en/system/files/files/contract-i-1-31may12-en.pdf>) - Changes to the DNS Root Zone File, as well as changes to the DNS Root Zone WHOIS Database, are transmitted to the Administrator for authorization. Such changes cannot be enacted without explicit positive authorization from the Administrator. Once a request has passed review and is ready for transmittal to the Administrator for authorization, the system will instantiate a Change Request in the Root Zone Maintainer's system using the EPP protocol. At this stage of the process, the Root Zone Maintainer's system will hold the request as pending until it receives proper authorization from the Administrator.*

Which IANA functions are affected by the oversight functions:

All of the services listed in Section I from the IANA functions contract are affected by the oversight functions performed by registry operators or TLD managers and NTIA:

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

Services from Section I that are not part of the IANA functions contract are affected by the oversight functions performed by registry operators or TLD managers and the last one is also affected by the oversight functions performed by NTIA:

9) Retirement of ccTLD codes

Services 2), 3), 4), 5), and 9) may be affected by oversight performed by registrants and users.

Regarding the policy sources identified in Section 2A, it is not that they are affected by the oversight discussed above but rather that the policy developed and implemented affects the services provided by the IANA functions operator. For example, the IANA oversight performed doesn't influence TLD policies or implementation of those policies but the policies and their implementation determine what TLDs are allowed in the root zone.

How is the IANA functions operator held accountable?

Here are ways in which the IANA functions operator is currently held accountable for the provision of these services:

- a. The proposed changes will not be approved or implemented.

Jurisdiction

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

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

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

The IANA Functions Contract clearly establishes the importance of the GAC Principles 2005 in the delegation and re-delegation of ccTLDs:

IANA Functions Contract - C.2.9.2.c Delegation and Redelegation of a Country Code Top Level-Domain (ccTLD) --The Contractor shall apply existing policy frameworks in processing requests related to the delegation and redelegation of a ccTLD, such as RFC 1591 Domain Name System Structure and Delegation, the Governmental Advisory Committee (GAC) Principles And Guidelines For The Delegation And Administration Of Country Code Top Level Domains, and any further clarification of these policies by interested and affected parties as enumerated in Section C.1.3. If a policy framework does not

exist to cover a specific instance, the Contractor will consult with the interested and affected parties, as enumerated in Section C.1.3; relevant public authorities; and governments on any recommendation that is not within or consistent with an existing policy framework. In making its recommendations, the Contractor shall also take into account the relevant national frameworks and applicable laws of the jurisdiction that the TLD registry serves. The Contractor shall submit its recommendations to the COR via a Delegation and Redelegation Report.

As such section 1.7 of the GAC Principles 2005 clearly sets the stage for such oversight by governments:

1.7. It is recalled that the WSIS Plan of action of December 2003 invites “Governments to manage or supervise, as appropriate, their respective country code top-level domain name”. Any such involvement should be based on appropriate national laws and policies. It is recommended that governments should work with their local Internet community in deciding on how to work with the ccTLD Registry.

Within the context provided by section 1.2 of the same document:

1.2. The main principle is the principle of subsidiarity. ccTLD policy should be set locally, unless it can be shown that the issue has global impact and needs to be resolved in an international framework. Most of the ccTLD policy issues are local in nature and should therefore be addressed by the local Internet Community, according to national law.

Given the IANA Operator currently seeks government approval for all ccTLD delegations and re-delegations governments usually limit the use of their power in these matters to re-delegations where the local government is requesting a change of ccTLD manager which is not supported by the current manager.

Which IANA functions are affected by the oversight functions:

All of the services listed in Section I from the IANA functions contract are affected by the oversight functions performed by registry operators or TLD managers and NTIA:

- 1) C.2.9.2 Perform Administrative Functions Associated With Root Zone Management
- 2) C.2.9.2.a Root Zone File Change Request Management
- 3) C.2.9.2.b Root Zone “WHOIS” Change Request and Database Management
- 4) C.2.9.2.c Delegation and Re-delegation of a Country Code Top Level-Domain (ccTLD)
- 5) C.2.9.2.e Root Zone Automation

- 6) C.2.9.2.f Root Domain Name System Security Extensions (DNSSEC) Key Management
- 7) C.2.9.2.g Customer Service Complaint Resolution Process (CSCRCP)

How is the IANA functions operator held accountable?

Here are ways in which the IANA functions operator is currently held accountable for the provision of these services:

- a. National laws will prevail unless it can be shown that the issue has global impact.

Jurisdiction

The jurisdiction is set per country and territory.

2.2 Additional sources of accountability for a limited number of ccTLDs

There are additional sources of accountability for the limited number of ccTLDs that have formal Sponsorship Agreements or Frameworks of Accountability with ICANN. These types of agreements have dispute resolution clauses to settle disagreements between the parties which are relevant to all actions and activities by the Operator for ccTLDs:

- The .au (Australia) Sponsorship Agreement provides a good example of the language used for dispute resolution in such agreements (<https://www.icann.org/resources/unthemed-pages/proposed-sponsorship-agmt-2001-09-04-en>):
 - *6.5 Resolution of Disputes. All disputes arising out of or in connection with the present Agreement shall be finally settled under the Rules of Arbitration of the International Chamber of Commerce ("ICC") by three arbitrators appointed in accordance with those rules as amended by this Agreement. The language of the arbitration shall be English. The arbitration shall occur in at a location agreed by the parties or, in the absence of agreement, in New York, New York, USA. Each party shall nominate one arbitrator, and the two arbitrators so nominated shall, within 30 days of the confirmation of their appointment, nominate the third arbitrator, who will act as Chairman of the Arbitral Tribunal. ICANN and the Sponsoring Organization shall bear the costs of the arbitration in equal shares, subject to the right of the arbitrators to reallocate the costs in their award as provided in the ICC rules. The parties shall bear their own attorneys' fees in connection with the arbitration, and the arbitrators may not reallocate the attorneys' fees in conjunction with their award. The arbitrators shall render their decision within ninety days of the conclusion of the*

arbitration hearing. For the purpose of aiding the arbitration and/or preserving the rights of the parties during the pendency of an arbitration, the parties shall have the right to seek a stay or temporary or preliminary injunctive relief from the arbitration panel or in a court located in Los Angeles, California, USA, which shall not be a waiver of this arbitration agreement. In all litigation involving ICANN concerning this Agreement, jurisdiction and exclusive venue for such litigation shall be in a court located in Los Angeles, California, USA; however, the parties shall also have the right to enforce a judgment of such a court in any court of competent jurisdiction.

- *6.6 Choice of Law. Issues of law arising in connection with the interpretation of this Agreement shall be resolved by (a) the rules of law determined by the conflict of laws rules which the arbitration panel considers applicable and (b) such rules of international law as the arbitration panel considers applicable; provided that the validity, interpretation, and effect of acts of the Governmental Authority and the Sponsoring Organization shall be judged according to the laws of Australia and the validity, interpretation, and effect of acts of ICANN shall be judged according to the laws of the State of California, USA.*
- The .az (Azerbaijan) Framework of Accountability provides a good example of the language used for dispute resolution in such agreements (<https://www.icann.org/en/system/files/files/az-icann-af-15feb08-en.pdf>):
 - *1. All disputes and claimed breach(s) of this AF that cannot be settled between the parties or cured after thirty (30) days written notice to the defaulting party shall be referred by either party to the International Chamber of Commerce (ICC) to be finally settled under the rules of Arbitration of the International Chamber of Commerce (ICC) by three arbitrators.*
 - *2. The arbitration shall be conducted in English and shall occur at a location agreed by the parties or, in the absence of agreement, in Paris.*
 - *3. There shall be three arbitrators: each party choosing one arbitrator, with the third chosen by the parties' arbitrators from the ICC list of arbitrators. If the arbitrators cannot agree on the third, that third shall be chosen according to the IC rules. The parties shall bear the costs of the arbitration in equal shares, subject to the right of the arbitrators to reallocate the costs in their award as provided by the ICC rules. The parties shall bear their own attorney's fees in connection with the arbitration, and the arbitrators may not reallocate the attorneys' fees in conjunction with their award.*
 - *4. Issues of law arising in connection with the interpretation of the AF shall be resolved by the rules of law considered by the arbitrators to be most appropriately applied in all the circumstances; provided that the validity, interpretation, and effect of acts of IntraNS and its legal status at the start of the dispute shall be judged according to the laws of*

Azerbaijan and the validity, interpretation and effect of acts of ICANN and its legal status shall be judged according to the laws of the State of California.

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

Which IANA functions are affected by the oversight functions:

All of the services listed in Section I from the IANA functions contract are affected by the oversight functions performed by registry operators or TLD managers and NTIA:

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

All of the services from Section I that are not part of the IANA functions contract are affected by the oversight functions performed by registry operators or TLD managers and the last one is also affected by the oversight functions performed by NTIA:

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

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

Regarding the policy sources identified in Section 2A, it is not that they are affected by the oversight discussed above but rather that the policy developed and implemented affects the services provided by the IANA functions operator. For example, the IANA oversight performed doesn't influence TLD policies or implementation of those policies but the policies and their implementation determine what TLDs are allowed in the root zone.

How is the IANA functions operator held accountable?

Here are ways in which the IANA functions operator is currently held accountable for the provision of these services:

- a. Decision of the ICC will be binding on the operator.

Jurisdiction

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