

DRAFT

PROVISIONS OF THE IANA FUNCTIONS CONTRACT MERITING EARLY CONSIDERATION ¹

Page	SECTION	SUBJECT	COMMENTS
Issue: Need for Review of ICANN Contract Proposal of 2012			
2		The Contractor's proposal dated May 31, 2102 and amended ... is hereby incorporated by reference.	The ICANN contract proposal ² needs to be reviewed to see determine if any of its provisions need to be continued.
Issue: Requirement that Contract Functions be Performed in USA			
2	C.2.1	...the Contractor shall perform the primary IANA functions of the Contract in the United States and possess and maintain throughout the performance of this contract, a physical address with the United States.	This provision will need consideration.
Issue: Related to Accountability, Oversight and Policy Transparency			
5	C.2.3	...The Contractor may establish and collect fees from third parties provided the fee levels may charge parties for services are approved by the Contracting officer....	This provision will need consideration.
6	C.2.5	Separation of Policy Development and Operational Roles – IANA functions staff not to become involved in policy development	This is a significant issue for the ccTLD community
6	C.2.6	Transparency and Accountability – must develop and post user instructions and technical requirements	This needs to be examined in conjunction with C.2.7 below as full transparency in documenting existing policies and explaining how they have been applied is central to accountability.
6	C.2.7	Responsibility and Respect for Stakeholders – must develop a process to document source of polices, how it will apply these and post to web	This needs to be examined in conjunction with C.2.7 below.

¹ A triage of the IANA contract was undertaken to identify these. The full contract is available at http://www.ntia.doc.gov/files/ntia/publications/sf_26_pg_1-2-final_award_and_sacs.pdf

^{2 2} See ICANN 's submission to NTIA at <http://www.ntia.doc.gov/other-publication/2012/icann-proposal>

6	C.2.8	Performance Standards – must develop performance standards and post to web	A more elaborate form of Service Level Agreement (SLA) with IANA customers is likely required.
7	C.2.9.2.c	Delegation and Redelelegation of a Country Code Top Level - Domain (ccTLD)	This provision may need strengthening.
8	C.2.9.2.d	Delegation and Redelelegation of a Generic Top Level Domain (gTLD)	This provision may need strengthening.
8	C.2.9.2.g	Customer Service Complaint Resolution Process (CSCR)	This provision may need review, perhaps in conjunction with C.2.8.
9	C.2.10	performance of IANA functions to be in compliance with C.8	This provision may need strengthening.
9	C.2.11	NTIA to inspect all deliverables and reports before publication	This provision may need strengthening.
9	C.2.12.a	ICANN to provide qualified program manager	
10	C.4	PERFORMANCE METRIC REQUIREMENTS	This provision may need review, perhaps in conjunction with C.2.8.
10	C.4.1	meetings	Same as above.
11	C.4.2	Monthly Performance Progress Report	Same as above.
11	C.4.3	Root Zone Management dashboard	Same as above.
11	C.4.4	Performance Standards Reports	Same as above.
11	C.4.5	Customer Service Survey	Same as above.
11	C.4.6	Final Report	Same as above.
11	C.4.7	Inspection and acceptance	Same as above.
14	C.8.2	Contractor not to change policies and procedures or to establish methods for performing IANA functions	This is a critical provision that supports C.2.5, separation of policy and operational roles
Issue: Management of .int TLD			
9	C.2.9.4	Other services – includes operation of .int and requirement to implement performance modifications	Someone, perhaps from the GAC, will need to examine how policy for .int should be developed and approved in future.
Issue: Need for Amendments to Verisign Cooperative Agreement			
7	C.2.9.2	Perform Administrative Functions Associated With Root Zone Management	This provision refers to the tripartite process in which actual root zone changes can only be undertaken by Verisign on instructions from the NTIA, as provided for in the Cooperative Agreement between Verisign and the NTIA . This Cooperative Agreement will need to be amended to provide that Verisign accept instructions

			from someone other than NTIA, likely the IANA operator.
8	C.2.9.2.f	Root Domain Name System Security Extensions (DNSSEC) Key Management	Refers to the role played by Verisign under the Cooperative Agreement. See C.2.9.2 above.
13	C.8.1	Contractor not authorized to make changes to Root Zone; link to VeriSign Cooperative Agreement	References Verisign Cooperative Agreement. See C.2.9.2 above.
14	C.8.2	Contractor not to change policies and procedures or to establish methods for performing IANA functions	This should be examined in conjunction with C.2.5 above.
15		APPENDICES	
	1	Authoritative Root Zone Management Process (diagram)	References Verisign Cooperative Agreement. See C.2.9.2 above.
16	2	Baseline Requirements for DNSSEC in the Authoritative Root Zone	References Verisign Cooperative Agreement. See C.2.9.2 above.
Issue: Rights to Intellectual Property, Data arising from Contract Rest with NTIA			
31	F.5	Government rights to deliverables – deliverables become US Government property	This provision reserves rights all property for the US Government. A means of transferring these rights will need to be developed.
38	H.2	Patent rights – government holds patent rights but contractor granted a licence.	Same issue as above
	H.4	Rights in data/copyright – government has unlimited rights to data produced under the contract	Same issue as above
45	H.5	Rights in data – existing works	Same issue as above
Issue: Length of Contract and Fees			
58	I.57	No fee payable for services under contract	This will need to be provided for
	I.58	Contractor may be required to perform services for additional 6 months	The length and term of the contract, or to be more neutral, 'arrangement', will need to be considered.
	I.59	Option to extend term of contract, to an overall maximum of seven years.	Same as above