DRAFT

TRIAGE OF IANA FUNCTIONS CONTRACT[1]

- The current IANA functions contract between ICANN/IANA and the NTIA represents the responsibilities that ICANN/IANA has legally undertaken to perform. In any future arrangement, post NTIA transition, the core of these contract provisions, as well as the commitments that ICANN Made in 2011[2], will need to be captured and given effect on a going forward basis.

- These contract provisions also represent a filter or checklist of issues that may need to be addressed or changed substantively as part of the post transition arrangement.

- The following triage attempts to separate the contract provisions into four categories:

  A. Provisions that may be important to the choice of the overall proposal, so they may need to be discussed early in the process, for example intellectual property;

  B. Provisions which likely need to be retained in a future arrangement to which NTIA will not be a party but which need not be reviewed early in the development of a transition proposal, for example the audit provisions;

  C. Provisions that need not be retained as they are specific to US government contracting practices, for example H.16 "Certification Regarding Terrorist Financing";

  D. Provisions that are out of the CWGs scope: numbers and protocol parameters.

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[1] 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] See ICANN 's submission to NTIA at http://www.ntia.doc.gov/other-publication/2012/icann-proposal

Page	SECTION	SUBJECT	A Likely Retain but No Need for Early Discussion	B Likely Need Not be Retained	C Likely Need Discussion Early in Process	D Out of Scope of CWG
1-2		Summary/Cover pages			X	
3	B.2	**COST/PRICE**	X			
	B.3	**PRE-AWARD SURVEY**	X			
4	C	**DESCRIPTION / SPECS / WORK STATEMENT**	X			
	C.1	**BACKGROUND**	X			
	C.1.1	Contract is to maintain continuity and stability of IANA functions	X			
	C.1.2	History of functions		X		
	C.1.3	Contractor must develop constructive working relationships with all affected parties: ICANN stakeholders, IETF, IAB, RIRs, TLDs	X			
	C.1.4	Confidentially of data/information	X			
5	C.2	**CONTRACTOR REQUIRMENTS**	X			
	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.			X	
	C.2.2	must provide all personnel and materials; use due diligence in hiring, including background checks	X			
	C.2.3	may charge parties for services			X	
	C.2.4	required to perform IANA functions. Treat each with equal priority			X	
6	C.2.5	**Separation of Policy Development and Operational Roles** – IANA functions staff not to become involved in policy development			X	
	C.2.6	**Transparency and Accountability** – must develop and post user instructions and technical requirements			X	
	C.2.7	**Responsibility and Respect for Stakeholders** – must develop a			X	

#	ID	Description				
		process to document source of polices, how it will apply these and post to web				
	C.2.8	**Performance Standards** – must develop performance standards and post to web			X	
	C.2.9	**Internet Assigned Numbers Authority (IANA) Functions** -- include (1) the coordination of the assignment of technical Internet protocol parameters; (2) the administration of certain responsibilities associated with the Internet DNS root zone management; (3) the allocation of Internet numbering resources; and (4) other services related to the management of the ARPA and INT top-level domains (TLDs).				
	C.2.9.1	**Coordinate The Assignment Of Technical Protocol Parameters including the management of the Address and Routing Parameter Area (ARPA) TLD**				X
7	C.2.9.2	**Perform Administrative Functions Associated With Root Zone Management**			X	
	C.2.9.2.a	**Root Zone File Change Request Management**	X			
	C.2.9.2.b	**Root Zone "WHOIS" Change Request and Database Management**	X			
	C.2.9.2.c	**Delegation and Redelegation of a Country Code Top Level - Domain (ccTLD)**			X	
8	C.2.9.2.d	**Delegation and Redelegation of a Generic Top Level Domain (gTLD)**			X	
	C.2.9.2.e	**Root Zone Automation**	X			
	C.2.9.2.f	**Root Domain Name System Security Extensions (DNSSEC) Key Management**			X	
	C.2.9.2.g	**Customer Service Complaint Resolution Process (CSCRP)**			X	
	C.2.9.3	**Allocate Internet Numbering Resources**				X
9	C.2.9.4	**Other services** – includes operation of .int and requirement to implement performance modifications			X	
	C.2.10	performance of IANA functions to be in compliance with C.8			X	
	C.2.11	NTIA to inspect all deliverables and reports before publication			X	
	C.2.12.a	ICANN to provide qualified program manager			X	

10	**C.2.12.b**	assignment of key personnel	X			
	C.3	**SECURITY REQUIRMENTS**	X			
	C.3.1	secure systems	X			
	C.3.2	secure systems notification	X			
	C.3.3	secure data	X			
	C.3.4	security plan	X			
	C.3.5	Director of Security	X			
	C.4	**PERFORMANCE METRIC REQUIRMENTS**			X	
	C.4.1	meetings			X	
11	**C.4.2**	Monthly Performance Progress Report			X	
	C.4.3	Root Zone Management dashboard			X	
	C.4.4	Performance Standards Reports			X	
	C.4.5	Customer Service Survey			X	
	C.4.6	Final Report			X	
	C.4.7	Inspection and acceptance			X	
	C.5	**AUDIT REQUIREMENTS**	X			
	C.5.1	Audit data	X			
12	**C.5.2**	Root Zone Management Audit Data	X			
	C.5.3	External Auditor	X			
	C.5.4	Inspection and Acceptance	X			
	C.6	**CONFLICT OF INTEREST REQUIREMENTS**	X			
	C.6.1	maintenance of conflict of interest policy and avoidance of situations that may create, or give appearance of, conflict	X			
13	**C.6.2**	Conflict of Interest Officer	X			
	C.6.2.1	policy on conflict of interest to be distributed	X			
	C.6.2.2	employees and contractors to provide disclosures	X			
	C.6.2.3	disclosures to be updated regularly	X			
	C.6.2.4	report to be published	X			
	C.6.2.5	organizational conflict of interest	X			
	C.7	**CONTINUITY OF OPERATIONS**	X			
	C.7.1	requirements for redundancy	X			
	C.7.2	contingency plans	X			
	C.7.3	transition to successor contractor	X			

			Col1	Col2	Col3	Col4
	C.8	PERFORMANCE EXCLUSIONS	X			
	C.8.1	Contractor not authorized to make changes to Root Zone; link to VeriSign Cooperative Agreement			X	
14	**C.8.2**	Contractor not to change policies and procedures or to establish methods for performing IANA functions			X	
	C.8.3	Relationship to other contracts	X			
15		**APPENDICES**				
	1	Authoritative Root Zone Management Process (diagram)			X	
16	**2**	Baseline Requirements for DNSSEC in the Authoritative Root Zone			X	
26	**D**	**PACKAGING AND MARKING** (blank)		X		
27	**E**	**INSPECTION AND ACCEPTANCE**	X			
30	**F**	**DELIVERIES AND PERFORMANCE**	X			
	F.1	Period of performance	X			
	F.2	Place of performance	X			
	F.3	Distribution of deliverables	X			
	F.4	Deliverables – summary of deliverables and due dates	X			
31	**F.5**	Government rights to deliverables – deliverables become US Government property			X	
	F.6	Government review of deliverables	X			
	F.7	Required deliverables	X			
32	**F.8**	Meetings – program reviews scheduled monthly and site visits annually	X			
33	**G**	**CONTRACT ADMINISTRATION DATA**		X		
	G.1	Authority of contracting officer and appointment of contracting officer		X		
35	**H**	**SPECIAL CONTRACT REQUIRMENTS**				
	H.1	Audit and records	X			
38	**H.2**	Patent rights – government holds patent rights but contractor granted a licence.			X	
43	**H.3**	reserved (blank)		X		
	H.4	Rights in data/copyright – government has unlimited rights to data produced under the contract			X	

45	**H.5**	Rights in data – existing works			X	
	H.6	Bankruptcy – government to be notified	X			
46	**H.7**	Printing of contract		X		
	H.8	Listing of key personnel and requirement for government consent to changes	X			
47	**H.9**	Organizational conflict of interest	X			
48	**H.10**	Requirement to keep information confidential	X			
49	**H.11**	Compliance with applicable laws	X			
	H.12	Certification that works performed is not being paid for under any other government contract		X		
	H.13	Government saved harmless from liability	X			
	H.14	Identification of contractor personnel in meetings		X		
50	**H.15**	Notice requirement regarding insolvency investigation		X		
	H.16	Certification regarding terrorist financing		X		
52	**I**	**CONTRACT CLAUSES**				
	I.1 – I.70 ex I.57-I.59	Incorporation of US Government standard contract clauses		X		
58	**I.57**	No fee payable for services under contract			X	
	I.58	Contractor may be required to perform services for additional 6 months			X	
	I.59	Option to extend term of contract, to an overall maximum of seven years.			X	