

1. Proposed Post-Transition Oversight and Accountability Arrangements

1.1. Introduction

In the CWG's discussions, a few elements regarding the transition were broadly supported:

- The current operational performance of the IANA Naming Functions is generally satisfactory to its direct customers, and the community generally believes that the current NTIA oversight arrangement has been successful in ensuring the accountability of the IANA Functions Operator in that role. As such, the objective of the CWG is largely to replicate the roles played by the NTIA in the execution and oversight of the IANA Naming Functions as faithfully as possible, while acknowledging that certain changes will be required to contractual terms and arrangements that are particular to contracts entered into with the U.S. government.
- The CWG does not believe that there is a reason to transition the IANA Naming Functions outside of ICANN concurrent with the IANA Stewardship Transition. Maintaining this part of the status quo implies that the new arrangements post-transition should provide the possibility of replacing ICANN as the IANA Functions Operator at a later date, including by means of a Request for Proposal (RFP) or other tender process.
- The proposed replacement solution should not seek to create another ICANN-like structure with associated costs and complexities.
- The proposal should not seek to replace the role of the ICANN multistakeholder community with respect to policy development for the Names Community, nor to affect existing TLD policies or how they are currently applied by the IANA Functions Operator.
- The existing separation between ICANN as a policy body and ICANN as the IANA Functions Operator needs to be reinforced and strengthened.

It is important to note that many elements of this proposal are interrelated and interdependent with the Enhancing ICANN Accountability Process and thus are subject to the results of the Cross Community Working Group on Enhancing ICANN Accountability ("CCWG-Accountability"). It is generally agreed that the transition must not take place until:

- The requisite accountability mechanisms have been identified by the CCWG-Accountability,
- Accountability mechanisms and other improvements that the community determines are necessary pre-transition have been put in place,
- Agreements and other guarantees are in place to ensure timely implementation of mechanisms that the CCWG-Accountability decides may be implemented post-transition.

The following transition proposal rests on these elements.

1.2. Summary of the transition proposal

At a high level, this proposal seeks to create four structures to replace the oversight role played by the NTIA in the execution of the IANA Naming Functions. Certain key aspects of the NTIA's current role, such as its role in approving changes to the Root Zone and its role as a backstop, are still under consideration by this CWG and may result in additions to this proposal.

- **Contract Co.** – This primary function of this entity (likely a non-profit corporation) is to be signatory to the contract with the IANA Functions Operator. This entity should be lightweight and have little or no staff.
- **Multistakeholder Review Team (MRT)** - The MRT would be a multistakeholder body with formally selected representatives from all of the relevant communities (exact composition TBD). The operation of the MRT would be based on the concept of maximum public transparency. The responsibilities of the MRT will include:
 - Developing the detailed contract terms for the agreement between Contract Co. and the IANA Functions Operator, based on the key contract terms proposed as part of this proposal and set forth as Annex 3
 - Making key decisions for Contract Co. (e.g., whether or not to enter into a rebidding (RFP) process for the operation of the IANA Naming Functions)
 - Conducting the IANA Functions Operator Budget Review
 - Addressing any escalation issues raised by the Customer Standing Committee (CSC) including the possibility of engaging in enforcement
 - Performing certain elements of administration (including periodic performance reviews) currently set forth in the IANA Functions Contract and currently being carried out by the NTIA
 - Managing a re-contracting or rebidding (RFP) process for the operation of the IANA Functions, both as an enforcement option and as part of a regular rebidding procedure

The CWG is in the process of discussing whether there is an additional enforcement role for the MRT related to policy implementation by the IANA Functions Operator; specifically, whether the MRT should be able to commence a proceeding before the Independent Appeals Panel.

- **Customer Standing Committee (CSC)** - While the exact composition is still to be determined, the CSC would primarily be made up of a number of representatives of registry operators, including ccTLD and gTLD registries. Input from the CSC would feed into and inform the work of the MRT. It is possible that the CSC would also include additional individuals with relevant expertise and/or liaisons (or representatives) from other SO/ACs. The CSC would:
 - Work with the MRT to establish Service Levels and Performance Indicators for the performance of the IANA Naming Functions
 - Receive reports from the IANA Functions Operator including regular performance reports

- Review these reports against established service levels and escalate any significant issues to the MRT
- **Independent Appeals Panel (IAP)** - The CWG recommends that all IANA actions which affect the Root Zone or Root Zone WHOIS database be subject to an independent and binding appeals panel. The Appeals Mechanism should also cover any policy implementation actions that affect the execution of changes to the Root Zone File or Root Zone WHOIS and how relevant policies are applied. This need not be a permanent body, but rather could be handled the same way as commercial disputes are often resolved, through the use of a binding arbitration process using an independent arbitration organization (e.g., ICDR, ICC, AAA) or a standing list of qualified people under rules promulgated by such an organization.

1.3. Summary of current arrangements

The following is a summary of the oversight and accountability arrangements currently in place. These are discussed in more detail in section 2B:

- **NTIA acting as the IANA Functions Contract Administrator.** For the purposes of this section, the arrangements associated with this function are further split into:
 - Contracting functions – This includes contract renewal, issuance of RFPs, defining the contract specifications, and selection of the IANA Functions Operator
 - Administration functions – This includes all other functions related to administration of the IANA Functions Operator contract such as administering the Service Level Agreements (SLAs) component of the IANA Functions Contract.
- **Independent Review of Board Actions** – The ICANN Bylaws provide for a limited Independent Review of Board Actions. This applies to the delegation and redelegation of ccTLDs, which require ICANN Board approval prior to being submitted to the NTIA. The IRP also applies to Board actions regarding gTLDs such as policy approval and implementation plan approval.
- **NTIA acting as the Root Zone Management Process Administrator** – This role can be described as the “Final Authorization Authority” for changes to the Root Zone File and Root Zone WHOIS for the Top Level Delegations.
- **Applicability of local law for the administration by the IANA Functions Operator of ccTLD’s associated with a specific country or territory** – Section 1.2 of the GAC Principles 2005 describes this quite well: *“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”*.
- **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 independent dispute resolution clauses referring to the International Chamber of Commerce ("ICC") to settle disagreements between the parties which are applicable to all decisions, actions, or inactions by the IANA Functions Operator with respect to such ccTLDs.

3.3 Continuation of existing arrangements

- Independent Review of Board Actions – the CWG may propose that this becomes binding under certain circumstances directly related to IANA; no other changes proposed.
 - This arrangement is independent of the NTIA functions and can continue without NTIA involvement in IANA Functions. The independent review of Board actions is applicable to all ICANN Board actions which include non-DNS decisions and as such may be beyond the scope of this CWG’s charter. However, in the absence of NTIA oversight and accountability, the CWG is considering whether this review should be binding with regard to delegation/redelegation decisions, and possibly with regard to other decisions directly affecting IANA or the IANA Functions. The CWG will propose arrangements to ensure that all of the IANA Functions Operator’s actions related to TLDs are subject to a similar process.
- Applicability of local law for the administration by the IANA Functions Operator of ccTLD’s associated with a specific country or territory – no changes proposed.
 - This arrangement is independent of the NTIA functions and can continue without NTIA involvement in IANA Functions. It is also beyond the scope of the CWG charter to propose modifications to the policies applied to ccTLDs by the IANA Functions Operator.
- Additional sources of accountability for a limited number of ccTLDs – no changes proposed.
 - This arrangement is independent of the NTIA functions and can continue without NTIA involvement in IANA Functions. These additional sources of accountability are part of formal contractual type arrangements between specific ccTLDs and ICANN and as such are beyond the scope of the CWG charter. As mentioned in the Independent Review of Board Actions the CWG will propose changes to the current arrangements to provide similar arrangements as these additional sources of accountability for all TLDs.

1.4. Changes to existing arrangements

The CWG’s proposed changes to existing oversight and accountability arrangements performed by the NTIA are based on the concept that the individual arrangements do not all have to be carried out by a single entity that would act as a wholesale replacement of the NTIA in these

matters. Rather, we envision that a different group or entity would carry out each individual arrangement, replacing the NTIA. These groups or entities would each have a limited and clearly defined mandate and would be interrelated at the functional level where the overall objective is to ensure effective replacement of the NTIA, while limiting the likelihood of capture or of duplication of the roles of the existing ICANN multistakeholder model. The IANA Functions Contract between ICANN and the NTIA would be replaced by a contract between ICANN and an independent entity.

1.4.1. NTIA acting as the IANA Functions Contract Administrator – contracting functions

The CWG suggests replication of the existing arrangement, with a formal contract between the IANA Functions Operator (currently ICANN) and an independent entity (currently the U.S. Department of Commerce/NTIA). Because the NTIA will no longer be the IANA Functions Contract Administrator, it will be replaced by another entity as party to a contract with the IANA Functions Operator. The CWG is proposing that this entity would likely be a newly formed non-profit corporation (“Contract Co.”). The primary function of this new corporation would be to enter into a contract with the IANA Functions Operator for the IANA Functions. As such, Contract Co. needs to be a legal entity capable of entering into contracts. Contract Co. could also be used as a vehicle to enforce the provisions of its contract with the IANA Functions Operator if advised to do so by the Multistakeholder Review Team (see below). This entity would be lightweight, with little or no staff, and would take its direction in all matters exclusively from the Multistakeholder Review Team, which is described in the next section. The role of such staff (if any) would be limited to taking care of clerical functions and carrying out instructions of the MRT. The organizational documents for Contract Co. (e.g., articles of incorporation, bylaws) would carefully circumscribe and limit the purpose and scope of the company and the powers of the directors, in order to minimize the possibility of “capture” of Contract Co or actions by Contract Co. beyond its defined scope.

1.4.2. NTIA acting as the IANA Functions Contract Administrator – administration functions.

This arrangement will be further split into two parts, carried out by the Customer Standing Committee (CSC) and the Multistakeholder Review Team (MRT).

1.4.2.1. Customer Standing Committee

The CWG is proposing that the CSC take on the NTIA’s responsibilities with respect to managing the IANA Functions Operator’s reports on performance. The CSC would take on certain duties currently performed by the Contracting Officer (CO) or Contracting Officer's Representative (COR) per the NTIA Contract with the IANA Functions Operator. The CSC would be primarily made up of a number of representatives of registry operators; it is possible that liaisons or representatives from other SO/ACs, as well as other individuals with relevant expertise, will also form part of the CSC (exact composition and manner of selection TBD). Input from the CSC would feed into and inform the work of the MRT. The CSC would receive and review IANA Functions Operator reports and escalate any significant issues to the MRT. Specifically, the CSC

would take on the duties currently performed by the CO or COR for the following items currently required by the NTIA Contract and expected to be required by the post-transition IANA Functions Contract:

- C.2.9.2.c (receive and review) Delegation and Redelegation of a Country Code Top Level-Domain (ccTLD) reports
- C.2.9.2.d (receive and review) Delegation and Redelegation of a Generic Top Level Domain (gTLD)) reports
- C.4.2 (receive and review) Monthly Performance Progress Report
- C.4.3 (monitor and review performance of) Root Zone Management Dashboard
- C.5.1 Audit Data – (receive and review annual report)
- C.5.2 (receive and review) Root Zone Management Audit Data
- C.5.3 External Auditor (ensure performance of, receive and review results)

1.4.2.2. Multistakeholder Review Team (MRT)

The CWG is proposing that the MRT take on a number of the NTIA's responsibilities identified in the IANA Functions Contract which are not covered by the CSC, as well as several additional responsibilities. The MRT would be a multistakeholder body with seats allocated to all relevant communities (exact composition TBD). Representatives would be formally selected by their communities. Representatives to the MRT would not be paid. It is expected that the MRT would likely meet in conjunction with ICANN meetings to minimize costs and that remote participation options would be provided. The MRT would meet annually to review overall IANA Functions Operator performance and other concerns. It would also be convened on an ad hoc basis to address issues as they are escalated by the CSC. The operation of the MRT would be based on the concept of maximum public transparency. The responsibilities of the MRT will include:

- Making decisions for Contract Co. which would include:
 - Contracting decisions, including:
 - Identifying terms for the agreement with the IANA Functions Operator for the execution of the naming-related functions;
 - Managing a rebidding (RFP) process in the case of performance deficiencies and as part of a regular rebidding process;
 - Selection of the IANA Functions Operator for naming-related Functions pursuant to any rebidding (RFP) process;
 - Renewal or termination of the IANA Functions Contract for naming-related functions and;
 - Selection of professional advisors to draft / modify contract language;
 - Budget Review

- The MRT would meet annually with ICANN staff during the course of the development of ICANN's annual budget to review and discuss ICANN's proposed budget for the IANA Naming Functions and to discuss funding for improvements to the IANA Naming Functions and the introduction of new services, as deemed necessary by the MRT
- Addressing any escalation issues raised by the CSC
 - Communicating with the IANA Functions Operator and/or directly affected parties to address such issues; and
 - Engaging in other enforcement behavior up to and including initiating a termination for breach and/or rebidding (RFP) procedure
- Performing certain elements of administration currently set forth in the IANA Functions Contract and currently being carried out by the NTIA
 - C.2.12.a Program Manager (evaluation of).
 - C.3.2 Secure Systems Notification (evaluation of).
 - C.4.1 Meetings – (perform) Program reviews and site visits shall occur annually.
 - C.4.5 (participate in the development of, receive and review) Customer Service Survey (CSS)
 - C.4.4 (receive and review) Performance Standards Reports
 - C.4.6 (receive and review) Final Report
 - C.4.7 (provide) Inspection and Acceptance
 - C.5.1 Audit Data – (receive and review annual report)
 - C.5.2 (receive and review) Root Zone Management Audit Data
 - C.5.3 External Auditor (ensure performance of, receive and review results)
 - C. 6 Conflict of interest requirements (annual validation that the contractor is meeting stated requirements)
 - C. 7 Continuity of Operations (annual validation that the contractor is meeting stated requirements)

1.4.3. NTIA acting as the Root Zone Management Process Administrator

Currently IANA must submit a request for all changes to the Root Zone or Root Zone WHOIS database¹ to the NTIA. NTIA verifies the request and then authorizes the Root Zone Maintainer to make the change. The CWG is considering whether to replace this process with the following:

1.4.3.1. Public posting of all IANA change requests

IANA will be required to publicly post all requests for changes to the Root Zone File or the Root Zone WHOIS database as a notification that a change is being made. IANA will also continue to be required to produce and publish Delegation and Redelegation Reports.

¹ From the Operator Technical Proposal Volume 1 available at <https://www.icann.org/en/system/files/files/contract-i-1-31may12-en.pdf>

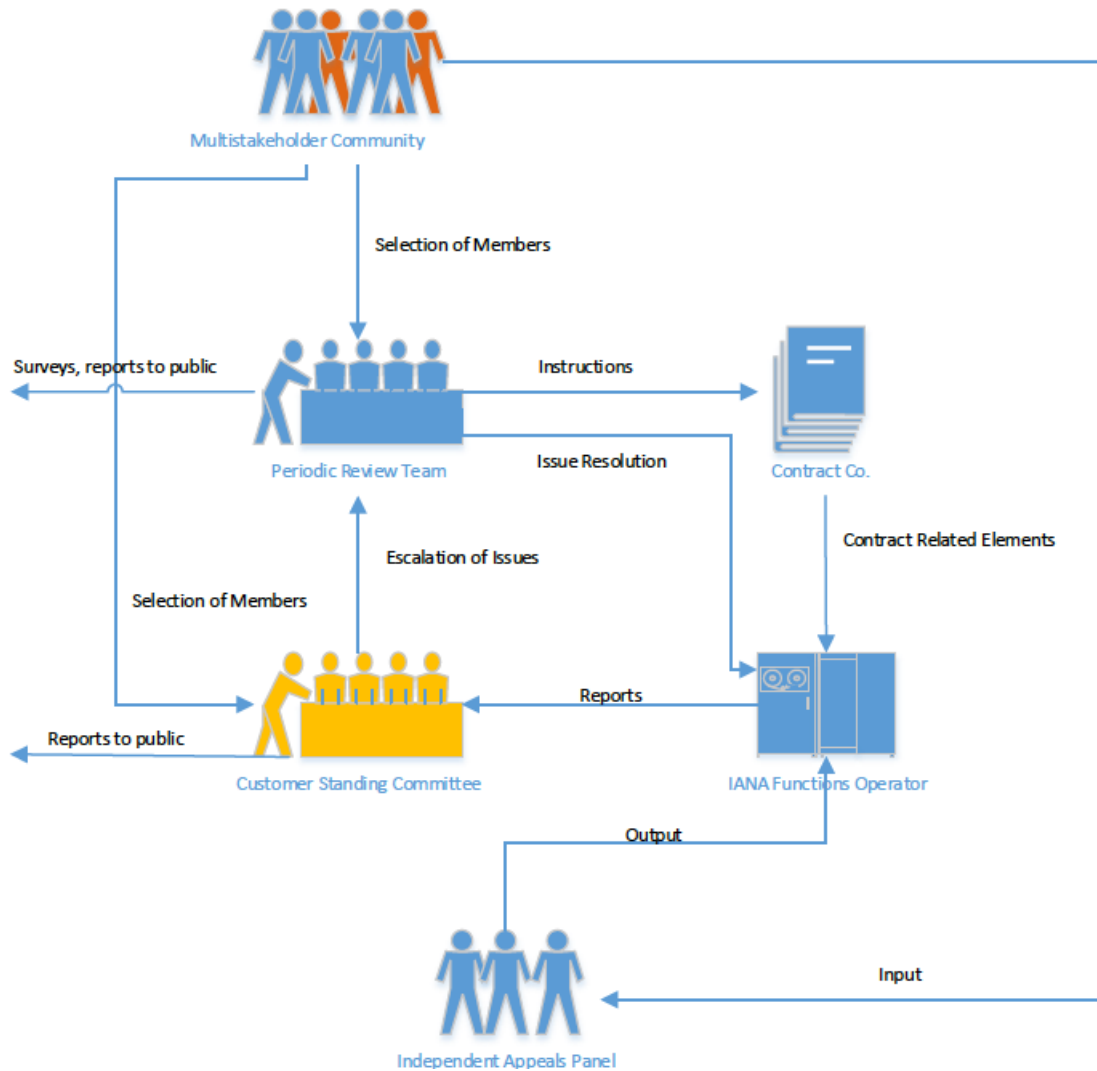
1.4.3.2. Independent certification for delegation and redelegation requests

The CWG is considering replacing the authorization role, at least with regard to ccTLDs, with a written opinion from counsel (independent of ICANN) that each delegation and redelegation request meets the policy requirements cited in the publicly posted reports. The CWG is still in the process of discussing whether and how to replace the authorization role currently played by the NTIA with respect to delegation and redelegation requests, especially those for gTLDs.

1.4.3.3. Independent Appeals Panel

The CWG recommends that all decisions and actions (including deliberate inaction) of the IANA Functions Operator that affect the Root Zone or Root Zone WHOIS database be subject to an independent and binding appeals panel. The Appeals Mechanism should also cover any policy implementation actions that affect the execution of changes to the Root Zone File or Root Zone WHOIS and how relevant policies are applied. Where disputes arise as to the implementation of "IANA related policies." By way of example, this mechanism could be used in disputes over the consistency of ccTLD delegation or redelegation decisions with accepted policy and would provide the affected parties recourse to an Independent Appeals Panel. Appeals would be available to customers of IANA, and likely to other parties who feel that they were affected by an IANA action or decision. The CWG generally believes that this panel need not be a permanent body, but rather could be handled the same way as commercial disputes are often resolved, through the use of a binding arbitration process, an independent arbitration organization, such as the ICC, ICDR or AAA, or a standing list of qualified panelists under established rules promulgated by such an organization. In any case, the CWG recommends that a three person panel would be used, with each party to a dispute choosing one of the three panelists, with these two panelists choosing the third panelist.

Functionally and conceptually these are represented in the following diagram, and in the Flow Charts attached as Annex 4:



1.4.4. IANA Functions Contract between ICANN and the NTIA

The IANA Functions Contract between ICANN and the NTIA would be replaced by a contract between ICANN and Contract Co. As a general matter, the provisions of the agreement setting forth the performance requirements of ICANN and IANA would be retained. (A number of these continuing provisions have been referred to above.) In contrast, provisions unique to contracting with the United States Government would not be retained.

The CWG will create a term sheet with key provisions required to be in the first contract between ICANN and Contract Co. A high level summary of many key provisions under consideration can be found in Annex 5 to this document. The CWG or the MRT will be

responsible for drafting the first post-transition IANA Functions Contract based on these key provisions. The Contract Co., at the direction of the MRT, will be responsible for entering into the post-transition IANA Functions Contract. Future (post-transition) revisions to and evolution of the contract, when and where appropriate, will be the responsibility of the MRT.

The contract will be for a limited duration, the length of which is still under consideration by the CWG. The CWG is also considering whether a rebidding (RFP) process will be mandatory when the contract expires or is terminated, or if this will be left to the MRT to decide at that time.

KEY TERMS FOR POST-TRANSITION IANA CONTRACT

- All terms are subject to further review and discussion
- Terms in current IANA Contract are red
- Terms in current IANA Contract but revised for dates or change in parties from NTIA are in blue
- Terms in current IANA Contract but more significantly revised are in purple
- New terms are in black
- Terms in [square brackets] are placeholders only
- Terms connected by “or” are alternatives
- TBD means To Be Determined

PROVISION	SUMMARY OF KEY TERMS	Compare to Current IANA Contract
PARTIES	<ul style="list-style-type: none"> • The Parties to this Agreement are: <ul style="list-style-type: none"> ○ ICANN (ICANN, Contractor, IANA Functions Operator ○ “Contract Co.” Any act, duty, responsibility, privilege or obligation accorded herein to Contract Co. shall be performed by the Customer Standing Committee (CSC) or the Multistakeholder Review Team (MRT), as noted below. 	
DURATION		F
Term	<ul style="list-style-type: none"> • The period of performance of this contract is: October 1, 2015 – [TBD] 	F.1, I.70
Option Terms	<ul style="list-style-type: none"> • The MRT may extend the term of this contract by written notice to the Contractor within 15 calendar days before the expiration of the contract; provided that the MRT gives the Contractor a preliminary written notice of its intent to extend at least 30 calendar days before the contract expires. The preliminary notice does not commit the MRT to an extension. • If the MRT exercises this option, the extended contract shall be considered to include this option clause. • The option periods are : <ul style="list-style-type: none"> • Option Term I: TBD to TBD 	I.59, I.70

PROVISION	SUMMARY OF KEY TERMS	Compare to Current IANA Contract
	<ul style="list-style-type: none"> Option Term II: TBD to TBD The total duration of this contract, including the exercise of any options under this clause, shall not exceed [TBD] years. 	
Contract Extension	<ul style="list-style-type: none"> The MRT may require continued performance of any services within the limits of the contract. The extension option may be exercised more than once, but the total extension of performance hereunder shall not exceed 12 months. The MRT may exercise the option by written notice to the Contractor within 15 calendar days of expiration of the contract. 	I.58
TERMINATION FOR CAUSE; ESCALATION	<ul style="list-style-type: none"> In the event of a material breach by Contractor of any provision of this agreement, the MRT may provide written notice of breach to Contractor. Email notice shall constitute written notice. Within 2 workdays after receipt of the breach notice, the primary contacts for the MRT and Contractor shall meet and discuss the resolution of such breach. Within 5 workdays after receipt, Contractor shall provide a written resolution plan to the MRT, for the MRT's approval within 5 workdays of receiving the resolution plan, approval not to be unreasonably withheld. Upon approval, Contractor shall work diligently to resolve the breach within 30 days of MRT's approval of the resolution plan. If Contractor is unable to resolve the breach on a timely basis to the MRT's reasonable satisfaction, or if the MRT and the Contractor are unable to reach a resolution plan on a timely basis, senior management of Contractor and the MRT shall meet to resolve the breach. If Contractor and MRT are unable to resolve the breach, MRT may terminate the agreement by written notice, effective immediately upon receipt by Contractor. However, MRT may require Contractor to perform all of its duties and obligations under the Agreement for up to 1 year, so that the MRT may identify and enter into an agreement with a new party as contractor for the performance of the IANA Functions. If Contractor files for bankruptcy or is deemed insolvent, Contracting Entity may terminate this agreement immediately upon written notice to Contractor. 	
COST/PRICE	<ul style="list-style-type: none"> No charge to Contracting Entity. Contractor may establish and collect fair and reasonable fees from third parties, subject to the MRT's approval. Fees, if any, will be based on direct costs and resources. After one year of charging fees, Contractor must collaborate with all Interested and Affected Parties to develop the fee structure and a method to track costs for each IANA function. Contract must submit copies of the 	B.2

PROVISION	SUMMARY OF KEY TERMS	Compare to Current IANA Contract
	<p>above and a description of the collaboration efforts to the MRT.</p> <ul style="list-style-type: none"> • “Interested and Affected Parties” means the multistakeholder, private sector led, bottom-up policy development model for the DNS that ICANN represents; [the IETF, the IAB, 5 RIRs;] ccTLD and gTLD operators; governments; and the Internet user community 	
CONSTRUCTIVE WORKING RELATIONSHIPS	Contractor must maintain constructive working relationships with all Interested and Affected Parties to ensure quality and satisfactory performance	C.1.3
CONTRACTOR REQUIREMENTS		
Subcontracting; [U.S. Presence Requirements]	<ul style="list-style-type: none"> • No subcontracting • [Contractor must be U.S. owned and operated, incorporated and organized under U.S. law.] • [Primary IANA functions must be performed in the U.S.] • [Contractor must have a U.S. physical address.] 	C.2.1
Performance of IANA Functions	<ul style="list-style-type: none"> • IANA functions must be performed in a stable and secure manner. • IANA functions are administrative and technical in nature based on established policies developed by the Interested and Affected Parties. • Contractor must treat each IANA function with equal priority and process all requests promptly and efficiently. 	C.2.4
Separation of Policy Development and Operational Roles	IANA staff members will not initiate, advance, or advocate any policy development related to the IANA functions.	C.2.5
[Functional Separation]	[ICANN will maintain IANA as a functionally separate division within ICANN. ICANN will seek to enhance the separability of IANA and/or the IANA functions from ICANN, to the extent possible without undue expense]	
Transparency and Accountability	Contractor shall collaborate with all Interested and Affected Parties to develop and post user instructions including technical requirements for each IANA function.	C.2.6
Responsibility and Respect for Stakeholders	Contractor shall collaborate with all Interested and Affected Parties to develop and post for each IANA function a process for documenting the source of policies and procedures and how each will be	C.2.7
Performance; [Service Levels]	Contractor shall collaborate with all Interested and Affected Parties to develop, maintain, enhance and post performance standards for each IANA function. [Contractor and theMRTshall develop a Service Level Agreement (SLA) as an annex hereto for the performance of these functions, subject	C.2.8

PROVISION	SUMMARY OF KEY TERMS	Compare to Current IANA Contract
	to the approval of the MRT, not to be unreasonably withheld].	
Internet Assigned Numbers Authority (IANA) Functions	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
[Independent Evaluator]	[TheMRTshall appoint an evaluator assigned to verify that a root zone change request followed all applicable policies and procedures and authorize such change before it is implemented by the RZM. The independent evaluator shall be appointed for set contract periods of [3] years with the possibility of renewal at the agreement of both parties. TheMRTshall be empowered to reassign or terminate the evaluator due to a finding of a conflict of interest or a determination that the evaluator failed to properly perform its duties.]	
Perform Administrative Functions Associated With Root Zone Management	<ul style="list-style-type: none"> • Contractor will facilitate and coordinate the root zone of the DNS and maintain 24/7 operational coverage. • Process flow for root zone management involves three roles that are performed by [three] different entities: <ul style="list-style-type: none"> ○ Contractor as the IANA Functions Operator ○ [[the MRT] or [the Independent Evaluator] as the Administrator]] ○ VeriSign (or its successor as designated by [the MRT]) as the RZM. • Contractor shall work collaboratively with [the Administrator and] the RZM 	C.2.9.2
Root Zone File Change Request Management	<ul style="list-style-type: none"> • Contractor will receive and process root zone file change requests for TLDs, including addition of new or updates to existing TLD name servers (NS) and delegation signer (DS) resource record (RR) information along with associated 'glue' (A and AAAA RRs). A change request may also include new TLD entries to the root zone file. • Contractor shall process root zone file changes as expeditiously as possible 	C.2.9.2.a
Root Zone "WHOIS" Change Request and Database Management	<ul style="list-style-type: none"> • Contractor will maintain, update, and make publicly accessible a Root Zone "WHOIS" database with current and verified contact information for all TLD registry operators, at a minimum: <ul style="list-style-type: none"> ○ TLD name; ○ the IP address of the primary nameserver and secondary nameserver for the TLD; ○ the corresponding names of such nameservers; 	C.2.9.2.b

PROVISION	SUMMARY OF KEY TERMS	Compare to Current IANA Contract
	<ul style="list-style-type: none"> ○ the creation date of the TLD; ○ name, address, email, phone and fax numbers of the TLD registry operator; ○ name, address, email, phone and fax numbers of the technical contact for the TLD registry operator; ○ name, postal address, email address, phone and fax numbers of the administrative contact for the TLD registry operator; ○ reports; ○ date record last updated; ○ any other information relevant to the TLD requested by the TLD registry operator. <ul style="list-style-type: none"> • Contractor shall receive and process root zone “WHOIS” change requests for TLDs. 	
Delegation and Redelegation of a Country Code Top Level -Domain (ccTLD)	<ul style="list-style-type: none"> • Contractor shall apply existing policy frameworks in processing requests related to the delegation and redelegation of a ccTLD, such as RFC 1591, the GAC Principles (2005) and any further clarification of these policies by Interested and Affected Parties. • If a policy framework does not exist to cover a specific instance, the Contractor will consult with the Interested and Affected Parties; relevant public authorities; and governments on any recommendation that is not within or consistent with an existing policy framework. • Contractor shall also take into account the relevant national frameworks and applicable laws of the jurisdiction that the TLD registry serves. • Contractor shall submit its recommendations to the [[CSC] or [MRT] or [RZM] or [Independent Evaluator]] via a Delegation and Redelegation Report. 	C.2.9.2.c
Delegation and Redelegation of a Generic Top Level Domain (gTLD)	<ul style="list-style-type: none"> • 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. • Contractor shall submit its recommendations to the [[CSC] or [MRT] or [RZM] or [Independent Evaluator]] via a Delegation and Redelegation Report. 	C.2.9.2.d
Root Zone Automation	<ul style="list-style-type: none"> • Contractor shall work with [the CSC and] the RZM, and collaborate with all Interested and Affected Parties, to deploy a fully automated root zone management system promptly, including, at a minimum: <ul style="list-style-type: none"> ○ a secure (encrypted) system for customer 	C.2.9.2.e

PROVISION	SUMMARY OF KEY TERMS	Compare to Current IANA Contract
	<ul style="list-style-type: none"> 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; ○ test system, which customers can use to meet the technical requirements for a change request ○ an internal interface for secure communications between the Contractor, [the CSC,] and the RZM. 	
Root DNSSEC Key Management	<ul style="list-style-type: none"> • Contractor shall be responsible for the management of the root zone Key Signing Key (KSK), including generation, publication, and use for signing the Root Keyset. 	C.2.9.2.f
Customer Service Complaint Resolution Process (CSCRCP)	<ul style="list-style-type: none"> • Contractor will work with the MRT and all Interested and Affected Parties to maintain and improve the process for IANA function customers to submit complaints for timely resolution • Process must follow industry best practice and include a reasonable timeframe for resolution. 	C.2.9.2.g
.INT TLD	<ul style="list-style-type: none"> • Contractor shall operate the .INT TLD within the current registration policies for the TLD. • If the MRT designates a successor registry, the Contractor will facilitate a smooth transition. 	C.2.9.4
Inspection Of All Deliverables And Reports Before Publication	<ul style="list-style-type: none"> • The MRT will perform final inspection and acceptance of all deliverables and reports articulated in Section C.2 Contractor Requirements. • Prior to publication/posting of reports the Contractor shall obtain approval from the MRT, not to be unreasonably withheld. 	C.2.11
ICANN To Provide Qualified Program Manager	<ul style="list-style-type: none"> • Contractor shall provide trained, knowledgeable technical personnel with excellent oral and written communication skills (i.e., 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 MRT and CSC and is responsible for the following: <ul style="list-style-type: none"> ➤ Shall be responsible for the overall contract performance and shall not serve in any other capacity under this contract. ➤ Shall have demonstrated communications skills with 	C.2.12.a

PROVISION	SUMMARY OF KEY TERMS	Compare to Current IANA Contract
	<p>all levels of management.</p> <ul style="list-style-type: none"> ➤ Shall meet and confer with the CSC (and, when necessary, the MRT) regarding the status of specific contractor activities and problems, issues, or conflicts requiring resolution. ➤ Shall be capable of negotiating and making binding decisions for Contractor. ➤ Shall have extensive experience and proven expertise in managing similar multi-task contracts of this type and complexity. 	
Key Personnel	<ul style="list-style-type: none"> • The Contractor shall assign to this contract the following key personnel: <ul style="list-style-type: none"> ○ IANA Functions Program Manager ○ IANA Function Liaison for Root Zone Management 	C.2.12.b
Changes to Key Personnel	<ul style="list-style-type: none"> • Contractor shall obtain CSC consent prior to making key personnel substitutions. • Replacements for key personnel must possess qualifications equal to or exceeding the qualifications of the personnel being replaced, unless an exception is approved. • Requests for changes in key personnel shall be submitted to the CSC at least 15 working days prior to making any permanent substitutions. The request should contain a detailed explanation of the circumstances necessitating the proposed substitutions, complete resumes for the proposed substitutes, and any additional information requested by the CSC. The CSC will notify the Contractor within 10 working days after receipt of all required information of the decision on substitutions. The contract will be modified to reflect any approved changes. 	H.8
Budget Meetings	<p>[The MRT] will meet [annually] with the President of Contractor to review and approve the budget for the IANA Naming Services for the next [three] years.</p>	
TRANSPARENCY OF DECISION-MAKING	<p>To enhance consistency, predictability and integrity in decision-making of IANA related decisions, Contractor shall:</p> <ul style="list-style-type: none"> • Continue the current practice of public reporting on naming related decisions • Make public all recommendations by Contractor on naming related decisions • Agree not to redact any Board minutes related to naming decisions • Have the President and Board Chair sign an annual attestation that it has complied with the above provisions • Provide IANA a budget sufficient to allow it to hire 	

PROVISION	SUMMARY OF KEY TERMS	Compare to Current IANA Contract
	<p>independent legal counsel to provide advice on the interpretation of existing naming related policy</p> <ul style="list-style-type: none"> • These provisions regarding reporting and transparency, along with the availability of independent legal advice, are intended to discourage decisions that may not be fully supported by existing policy. 	
SECURITY REQUIREMENTS	Retain from current IANA Contract	C.3
PERFORMANCE METRIC REQUIREMENTS		
Program Reviews and Site Visits	<ul style="list-style-type: none"> • Program Reviews shall be conducted monthly • Site Visits shall be conducted annually 	C.4.1
Monthly Performance Progress Report	<ul style="list-style-type: none"> • Contractor shall prepare and submit to the CSC 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>i.e.</i>, 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.4.2
Root Zone Management dashboard	<ul style="list-style-type: none"> • Contractor shall work collaboratively with [the CSC and] the RZM, and all Interested and Affected Parties, to maintain and enhance the dashboard to track the process flow for root zone management 	C.4.3
Performance Standards Reports	<ul style="list-style-type: none"> • Contractor shall 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) 	C.4.4
Customer Service Survey	<ul style="list-style-type: none"> • Contractor shall collaborate with the CSC to maintain and enhance the 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 CSC and publicly post the CSS Report. 	C.4.5
Final Report	<ul style="list-style-type: none"> • Contractor shall prepare and submit a final report on the 	C.4.6

PROVISION	SUMMARY OF KEY TERMS	Compare to Current IANA Contract
	performance of the IANA functions that documents standard operating procedures, including a description of the techniques, methods, software, and tools employed in the performance of the IANA functions. The Contractor shall submit the report to the CSC no later than 30 days after expiration of the contract.	
Inspection and acceptance	<ul style="list-style-type: none"> The CSC will perform final inspection and acceptance of all deliverables and reports articulated in Section C.4. Prior to publication/posting of reports, the Contractor shall obtain approval from the CSC, not to be unreasonably withheld. 	C.4.7
AUDIT REQUIREMENTS	Retain provisions from current IANA Contract except that CSC will perform duties of Contract Officer (CO) and Contract Officer Representative (COR)	C.5
CONFLICT OF INTEREST REQUIREMENTS	Retain provisions from current IANA Contract except that CSC or MRT will perform duties of CO and COR	C.6, H.9
CONTINUITY OF OPERATIONS	Retain provisions from current IANA Contract except that CSC will perform duties of CO and COR	C.7
PERFORMANCE EXCLUSIONS		
Contractor not authorized to make changes to Root Zone; link to VeriSign Cooperative Agreement	Contractor not authorized to make modifications, additions, or deletions to the root zone file or associated information. (This contract does not alter the root zone file responsibilities as set forth in Amendment 11 of the [Cooperative Agreement NCR-9218742 between the U.S. Department of Commerce and VeriSign, Inc. or any successor entity]). See Amendment 11 at http://ntia.doc.gov/files/ntia/publications/amend11_052206.pdf .	C.8.1
Contractor not to change policies and procedures or methods	Contractor not authorized to make material changes in the policies and procedures developed by the relevant entities associated with the performance of the IANA functions. The Contractor shall not change or implement the established methods associated with the performance of the IANA functions without prior approval of the CSC.	C.8.2
Relationship to other contracts	The performance of the functions under this contract, including the development of recommendations in connection with Section C.2.9.2, shall not be, in any manner, predicated or conditioned on the existence or entry into any contract, agreement or negotiation between the Contractor and any party requesting such changes or any other third-party. Compliance with this Section must be consistent with C.2.9.2d.	C.8.3

PROVISION	SUMMARY OF KEY TERMS	Compare to Current IANA Contract
Baseline Requirements for DNSSEC in the Authoritative Root Zone	The performance of the functions under this contract, including the development of recommendations in connection with Section C.2.9.2, shall not be, in any manner, predicated or conditioned on the existence or entry into any contract, agreement or negotiation between the Contractor and any party requesting such changes or any other third-party. Compliance with this Section must be consistent with C.2.9.2d.	2
INSPECTION AND ACCEPTANCE	CSC will perform representative final inspection and acceptance of all work performed, written communications regardless of form, reports, and other services and deliverables related to Section C prior to any publication/posting called for by this Contract. Any deficiencies shall be corrected by the Contractor and resubmitted to the CSC within ten (10) workdays after notification	E
INTELLECTUAL PROPERTY		
Patents and Copyrights	<p>Contractor shall assign, and shall cause any employees or contractors to assign, all rights in any patentable subject matter and any patent applications for inventions created by the Contractor during the course of Contractor’s duties hereunder.</p> <p>This agreement is a “work for hire” agreement and the Contracting Entity shall be deemed the author and shall own all copyrightable works created by the Contractor hereunder, and all copyright rights thereto. In the event this is not deemed a work for hire agreement, Contractor hereby assigns ownership of the copyrightable works and copyrights to the Contracting Entity.</p> <p>Contractor shall license back these patents and copyrights to Contractor for the duration of this Agreement solely to the extent necessary for Contractor to perform its obligations under this Agreement. This license shall be non-exclusive and royalty-free.</p>	H.2
CONFIDENTIALITY AND DATA PROTECTION	The Agreement will contain reasonable and customary provisions relating to confidentiality and data protection.	H.10
INDEMNIFICATION	Contractor shall indemnify, defend and hold harmless the Contracting Entity, the MRT and the CSC from all claims arising from Contractor’s performance or failure to perform under this Agreement.	H.13