

# Response to the IANA Stewardship Transition Coordination Group Request for Proposals on the IANA Stewardship Transition from the Cross Community Working Group (CWG) on Naming Related Functions

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# Response to the IANA Stewardship Transition Coordination Group Request for Proposals on the IANA Stewardship Transition from the Cross Community Working Group (CWG) on Naming Related Functions

## Abstract

This document is a response from the Internet Number Community to the IANA Stewardship Transition Coordination Group (ICG) Request for Proposals made on September 8, 2014.

Please note that an appendix, including uncommon acronyms and defined terms, is included at the end of this document.

## Proposal type

Identify which category of the IANA functions this submission proposes to address:

Names       Numbers       Protocol Parameters

## I. The Community's Use of the IANA

*This section should list the specific, distinct IANA services or activities your community relies on. For each IANA service or activity on which your community relies, please provide the following:*

- *A description of the service or activity.*
- *A description of the customer of the service or activity.*
- *What registries are involved in providing the service or activity.*
- *A description of any overlaps or interdependencies between your IANA requirements and the functions required by other customer communities*

### I.A Root Zone File Change Request Management – not including delegation and redelegation (NTIA IANA Functions Contract: C.2.9.2.a)

- **Description of the function:** Receive and process root zone file change requests for TLDs. These change requests include 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.
- **Customers of the function:** ccTLD registries, gTLD registries, .INT registry.
- **What registries are involved in providing the function:** Root Zone database.
- **Overlaps or interdependencies:** The DNS requires IP addresses to function (both IPV4 and IPV6) from the Address Registries and offers its services based on a large number of protocols

### I.B Root Zone "WHOIS" Change Request and Database Management (NTIA IANA Functions Contract: C.2.9.2.b)

- **Description of the function:** IANA maintains, updates, 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. IANA shall receive and process root zone “WHOIS” change requests for TLDs.
- **Customers of the function:** ccTLD registries, gTLD registries, .INT registry.
- **What registries are involved in providing the function:** Root Zone WHOIS database.
- **Overlaps or interdependencies:** Root Zone database (indirect for name servers).

**I.C Delegation and Redelegation of a Country Code Top Level-Domain (ccTLD) (NTIA IANA Functions Contract: C.2.9.2.c)**

- **Description of the function:** Assigning or re-assigning a manager (sponsoring organization) for a ccTLD registry (including IDN ccTLDs). IANA applies 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. If a policy framework does not exist to cover a specific instance, ICANN 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. In making its recommendations, ICANN shall also take into account the relevant national frameworks and applicable laws of the jurisdiction that the TLD registry serves.
- **Customers of the function:** ccTLD registries.
- **What registries are involved in providing the function:** Root Zone, Root Zone WHOIS database.
- **Overlaps or interdependencies:** The DNS requires IP addresses to function (both IPV4 and IPV6) from the Address Registries and offers its services based on a large number of protocols developed and maintained by the IETF.

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**I.D Delegation and Redelegation of a Generic Top Level Domain (gTLD) (NTIA IANA Functions Contract: C.2.9.2.d)**

- **Description of the function:** Assigning or re-assigning a Sponsoring Organization for a gTLD registry. IANA verifies 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 IANA must provide documentation in the form of a Delegation and Redelegation Report 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.

- **Customers of the function:** gTLD registries
- **What registries are involved in providing the function:** Root Zone, , Root Zone WHOIS database.
- **Overlaps or interdependencies:** The DNS requires IP addresses to function (both IPV4 and IPV6) from the Address Registries and offers its services based on a large number of protocols developed and maintained by the IETF.

#### **I.E Redelegation and Operation of the .INT TLD (NTIA IANA Functions Contract: C.2.9.4)**

- **Description of the function:** Operate the .INT TLD within the current registration policies for the TLD (act as the registry operator). Upon designation of a successor registry by the Government, if any, IANA shall cooperate with NTIA to facilitate the smooth transition of operation of the INT TLD. Such cooperation shall, at a minimum, include timely transfer to the successor registry of the then-current top-level domain registration data.
- **Customers of the function:** .INT TLD.
- **What registries are involved in providing the function:** Root Zone database, Root Zone WHOIS.
- **Overlaps or interdependencies:** The DNS requires IP addresses to function (both IPV4 and IPV6) from the Address Registries and offers its services based on a large number of protocols developed and maintained by the IETF.

#### **I.F Root Domain Name System Security Extensions (DNSSEC) Key Management (NTIA IANA Functions Contract: C.2.9.2.f)**

- **Description of the function:** The IANA Functions Operator is responsible for generating and publishing the KSK (key signing key), which is then used to digitally sign the root zone and ensure that TLDs are able to communicate securely.
- **Customers of the function:** ccTLD registries, gTLD registries, .INT registry.
- **What registries are involved in providing the function:** Root Zone. Root Zone Key Signing Key (KSK).
- **Overlaps or interdependencies:** The DNS requires IP addresses to function (both IPV4 and IPV6) from the Address Registries and offers its services based on a large number of protocols developed and maintained by the IETF.

#### **I.G Root Zone Automation (NTIA IANA Functions Contract: C.2.9.2.e)**

- **Description of the function:** A fully automated system must which includes 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..

- **Customers of the function:** ccTLD registries, gTLD registries, .INT registry.
- **What registries are involved in providing the function:** Root Zone database, Root Zone WHOIS.
- **Overlaps or interdependencies:** The DNS requires IP addresses to function (both IPV4 and IPV6) from the Address Registries and offers its services based on a large number of protocols developed and maintained by the IETF.

#### **I.H Customer Service Complaint Resolution Process (CSCR) (NTIA IANA Functions Contract: C.2.9.2.g)**

- **Description of the function:** Process for IANA function customers to submit complaints for timely resolution that follows industry best practice and includes a reasonable timeframe for resolution.
- **Customers of the function:** ccTLD registries, gTLD registries, .INT registry.
- **What registries are involved in providing the function:** n/a
- **Overlaps or interdependencies:** All IANA functions that are customer facing for the names registries.

#### **I.I Management of the Repository of IDN Practices (IANA service or activity beyond the scope of the IANA functions contract)**

- **Description of the function:** The IANA Repository of TLD IDN Practices, also known as the “IDN Language Table Registry”, was created to support the development of the IDN technology. It is specifically, as described in the “Guidelines for the Implementation of Internationalized Domain Names (IDNs)”. In addition to making the IDN Tables publicly available on TLD registry websites, the TLD registries may register IDN Tables with the IANA Functions Operator, which in turn will display them online for public access.
- **Customers of the function:** ccTLD registries, gTLD registries, .INT registry.
- **What registries are involved in providing the function:** IDN Language Table Registry
- **Overlaps or interdependencies:** IDNs are based on standards developed and maintained by the IETF.

#### **I.J Retirement of the Delegation of De-Allocated ISO 3166-1 ccTLD Codes (IANA service or activity beyond the scope of the IANA functions contract)**

- **Description of the function:** Retire ISO3166-1 entries from active use as ccTLDs if the ISO3166-1 entry is no longer allocated.
- **Customers of the function:** ccTLD registries
- **What registries are involved in providing the function:** Root Zone, Root Zone WHOIS.
- **Overlaps or interdependencies:** The DNS requires IP addresses to function (both IPV4 and IPV6) from the Address Registries and offers its services based on a large number of protocols developed and maintained by the IETF.

## II. Existing Pre-Transition Arrangements

This section should describe how existing IANA-related arrangements work, prior to the transition.

### II.A Policy Sources

This section should identify the specific source(s) of policy which must be followed by the IANA functions operator in its conduct of the services or activities described above. If there are distinct sources of policy or policy development for different IANA activities, then please describe these separately. For each source of policy or policy development, please provide the following:

- Which IANA service or activity (identified in Section I) is affected.
- A description of how policy is developed and established and who is involved in policy development and establishment.
- A description of how disputes about policy are resolved.
- References to documentation of policy development and dispute resolution processes.

#### II.A.1 RFC1591 and Interpretations

- **Which IANA functions (identified in Section 1) are affected:** All functions which apply to ccTLDs and can modify the root zone database or its WHOIS database.
- **A description of how policy is developed and established and who is involved in policy development and establishment:**

This document was written in 1994 as a "Request For Comments" (RFC) by the original IANA Functions Operator Jon Postel. It is a short document intended to outline how the domain name system was structured at that time and what rules were in place to decide on its expansion. The longest part of it outlines selection criteria for the manager of a new TLD and what was expected of such a manager.

This document was not meant to be a policy document but came to be regarded as such over time. Although this is a static document (there is no process for updating it) there have been two significant attempts to "interpret" it so it can be more easily applied to the current context:

- Internet Coordination Policy 1 (ICP-1)

This document from the "Internet Coordination Policy" group of ICANN was one of three such documents unilaterally created by ICANN shortly after its creation. It attempted to clarify key details over how the DNS was structured and should be run.

The ICP-1 document was a source of significant friction between ICANN and the ccTLD community and the ccNSO formally rejected the ICP-1 document (final report of the ccNSO's DRD working group or DRDWG) arguing that it modified policy but did not meet the requirements for doing so at the time of its introduction in 1999.

- Framework Of Interpretation Working Group (FOIWG) Recommendations

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A follow on to the ccNSO's Delegation and Redefinition Working Group (DRDWG), the FOIWG was joint effort between the ccNSO and the GAC that also involved representatives from a number of ICANN communities to add colour and depth to RFC1591. In its final report it made a number of recommendations which clarify the intention of RFC1591 within the current context.

The ccNSO formally endorsed the FOIWG's Final Report in February 2015 and transmitted it to the ICANN Board.

- **A description of how disputes about policy are resolved:**

Section 3.4 of RFC1591 provided for a dispute resolution mechanism however the body listed in the document does not currently exist.

Currently RFC1591 only applies to ccTLDs and most of these do not have any contracts which specify a dispute resolution mechanism with ICANN.

For those ccTLDs that do not have a contract with ICANN which specifies dispute resolution mechanisms the only options available to them are the ICANN Ombudsman or the ICANN Bylaws relating to the Independent Review of ICANN Board Actions (which would only apply to the relevant Board action i.e. delegations and redelegations in this case). Given these mechanisms are non-binding on the Board or ICANN they are perceived by many ccTLDs as being of limited value.

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. These typically use the ICC.

- **References to documentation of policy development and dispute resolution processes**

- RFC1591 - <https://www.ietf.org/rfc/rfc1591.txt>
- ICP 1 - <https://www.icann.org/icp/icp-1.htm>
- FOIWG Final Report - <http://ccnso.icann.org/workinggroups/foi-final-resolutions-11feb15-en.pdf>
- Independent Review Panel (IRP) - <https://www.icann.org/resources/pages/irp-2012-02-25-en>
- ICANN Ombudsman - <https://www.icann.org/resources/pages/governance/bylaws-en#AnnexB>

## II.A.2 Government Advisory Committee (GAC) - Principles and Guidelines for the Delegation and Administration of Country Code Top Level Domains 2005

The GAC's 'Principles and Guidelines for the Delegation and Administration of Country Code Top Level Domains' (also known as the GAC Principles 2005), which the GAC regards as formal "Advice" to the ICANN Board and as such is subject to the Bylaws provisions regarding such Advice at the time of submission<sup>1</sup> ( ).

This Advice was developed privately by the GAC and the first version of these principles was published in 2000 and later revised to produce the 2005 version.

Section 1.2 of this document highlights one of the key principles for governments with respect to the management of the ccTLDs associated with their country or territory code:

<sup>1</sup> Details at <https://www.icann.org/resources/pages/bylaws-2012-02-25-en#XI>

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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.

Also section 7.1 of this document can be directly relevant to delegation and redelegation of a ccTLD:

#### 7.1. Principle

*Delegation and redelegation is a national issue and should be resolved nationally and in accordance with national laws, taking into account the views of all local stakeholders and the rights of the existing ccTLD Registry. Once a final formal decision has been reached, ICANN should act promptly to initiate the process of delegation or redelegation in line with authoritative instructions showing the basis for the decision.*

- **Which IANA functions (identified in Section 1) are affected.**

Delegation and redelegation of ccTLDs.

- **A description of how policy is developed and established and who is involved in policy development and establishment:**

Local laws applicable to ccTLDs, or IDN ccTLDs, associated with a specific country or territory are developed by the governments of those countries or territories.

- **A description of how disputes about policy are resolved:**

Disputes can be handled in courts of competent jurisdiction.

- **References to documentation of policy development and dispute resolution processes**

- GAC Principles 2005 - [https://gacweb.icann.org/download/attachments/28278844/ccTLD\\_Principles\\_0.pdf?version=1&modificationDate=1312385141000&api=v2](https://gacweb.icann.org/download/attachments/28278844/ccTLD_Principles_0.pdf?version=1&modificationDate=1312385141000&api=v2)

### II.A.3 New gTLD Applicant Guidebook

- **Which IANA functions (identified in Section 1) are affected.**

Delegation and redelegation of gTLDs.

- **A description of how policy is developed and established and who is involved in policy development and establishment:**

This is a complex and well described process that would dwarf this document and as such will not be included.

Details can be found at: <https://www.icann.org/resources/pages/governance/bylaws-en#AnnexA>

- **A description of how disputes about policy are resolved:**

This is a complex and well described process that would dwarf this document and as such will not be included.

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Details can be found at: <http://newgtlds.icann.org/EN/APPLICANTS/AGB>

- **References to documentation of policy development and dispute resolution processes:**
- GNSO PDP: <https://www.icann.org/resources/pages/governance/bylaws-en#AnnexA>
- New gTLD Applicant Guidebook: <http://newgtlds.icann.org/EN/APPLICANTS/AGB>

#### II.A.4 Fast Track (for IDN ccTLDs)

Application process for obtaining country and territory names in local scripts (IDN ccTLDs).

This was not developed using the ccNSO PDP for timing reasons. The ccNSO used a cross community working group approach which generated a recommendation to the ICANN Board which accepted it.

- **Which IANA functions (identified in Section 1) are affected.**

Delegations and redelegation of IDN ccTLDs.

- **A description of how policy is developed and established and who is involved in policy development and establishment.**

Fast Track Methodology: <http://ccnso.icann.org/workinggroups/idnc-wg-board-proposal-25jun08.pdf>

- **A description of how disputes about policy are resolved:**

The only options that are available are the ICANN Ombudsman or the ICANN Bylaws relating to the Independent Review of ICANN Board Actions (which only apply to delegations and redelegations). Given these mechanisms are non-binding on the Board or ICANN they are perceived by many ccTLDs as being of limited value.

- **References to documentation of policy development and dispute resolution processes**
- Fast Track Methodology: <http://ccnso.icann.org/workinggroups/idnc-wg-board-proposal-25jun08.pdf>
- Implementation Plan for IDN ccTLDs: <https://www.icann.org/en/resources/idn/fast-track/idn-cctld-implementation-plan-05nov13-en.pdf>
- And Board resolution on methodology: [https://www.icann.org/resources/board-material/resolutions-2008-06-26-en#\\_Toc76113172](https://www.icann.org/resources/board-material/resolutions-2008-06-26-en#_Toc76113172)
- Independent Review Panel (IRP) - <https://www.icann.org/resources/pages/irp-2012-02-25-en>
- ICANN Ombudsman - <https://www.icann.org/resources/pages/governance/bylaws-en#AnnexB>

## II.B Oversight and Accountability

This section should describe all the ways in which oversight is conducted over IANA's provision of the services and activities listed in Section I and all the ways in which IANA is currently held accountable for the provision of those services. For each oversight or accountability mechanism, please provide as many of the following as are applicable:

- Which IANA service or activity (identified in Section I) is affected.
- If the policy sources identified in Section II.A are affected, identify which ones are affected and explain in what way.
- A description of the entity or entities that provide oversight or perform accountability functions, including how individuals are selected or removed from participation in those entities.
- A description of the mechanism (e.g., contract, reporting scheme, auditing scheme, etc.). This should include a description of the consequences of the IANA functions operator not meeting the standards established by the mechanism, the extent to which the output of the mechanism is transparent and the terms under which the mechanism may change.
- Jurisdiction(s) in which the mechanism applies and the legal basis on which the mechanism rests.

### II.B.1 Definitions of Oversight and Accountability

For the purposes of this section, oversight and accountability of the IANA Functions Operator refers to independent oversight and accountability. Specifically, oversight and accountability are defined as:

- Oversight (of the IANA Functions Operator performing DNS actions and activities) – Oversight is performed by an entity that 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 – Accountability provides the ability for an independent entity to impose binding consequences to ensure the IANA Functions Operator meets its formally documented and accepted agreements, standards and expectations.

### II.B.2 Oversight and Accountability - IANA Functions Contract for NTIA

The following is a list of oversight mechanisms found in the NTIA IANA Functions Contract:

Ongoing Obligations
<ul style="list-style-type: none"><li>○ 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:...</li></ul>
<ul style="list-style-type: none"><li>○ C.4.1 Meetings -- Program reviews and site visits shall occur annually.</li></ul>
<ul style="list-style-type: none"><li>○ 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</li></ul>

<p><i>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.</i></p>
<p>o <i>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.</i></p>
<p>o <i>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.</i></p>
<p>o <i>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.</i></p>
<p>o <i>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.</i></p>
<p>o <i>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.</i></p>
<p>o <i>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.</i></p>

- **Which IANA service or activity (identified in Section I) is affected:**

Affects all IANA functions described section I of this document.

- **If the policy sources identified in Section II.A are affected, identify which ones are affected and explain in what way.**

These oversight and accountability mechanisms in the IANA Functions contract do not affect the policies listed in section 2.1.

- **A description of the entity or entities that provide oversight or perform accountability functions, including how individuals are selected or removed from participation in those entities.**

The NTIA is currently responsible for providing this oversight. There is no description regarding how the individuals who perform these functions are selected, removed or replaced.

- **A description of the mechanism (e.g., contract, reporting scheme, auditing scheme, etc.). This should include a description of the consequences of the IANA functions operator not meeting the**

**standards established by the mechanism, the extent to which the output of the mechanism is transparent and the terms under which the mechanism may change.**

The only official accountability mechanism included in the IANA Functions contract is the ability to cancel or not renew. Although there is only one accountability mechanism in the contract one would expect that there are a number of escalation steps between the parties for dealing with any issues.

- **Jurisdiction(s) in which the mechanism applies and the legal basis on which the mechanism rests.**

The Jurisdiction of the mechanism is the United States of America.

### **II.B.3 Oversight and Accountability - NTIA acting as Root Zone Management Process Administrator**

The oversight function can be resumed as the NTIA reviewing all requests and documentation provided by the IANA Contractor for changes to the root zone or its WHOIS database to validate that IANA has met its obligations in recommending a change. If the NTIA does not believe IANA has met its obligations it can refuse to authorize the request.

- **Which IANA service or activity (identified in Section I) is affected:**

Affects all IANA functions which modify the root zone database or its WHOIS database.

- **If the policy sources identified in Section II.A are affected, identify which ones are affected and explain in what way.**

This does not affect the policies listed in section II.A

- **A description of the entity or entities that provide oversight or perform accountability functions, including how individuals are selected or removed from participation in those entities.**

The NTIA is currently responsible for providing this oversight. There is no description regarding how the individuals who perform these functions are selected, removed or replaced.

- **A description of the mechanism (e.g., contract, reporting scheme, auditing scheme, etc.). This should include a description of the consequences of the IANA functions operator not meeting the standards established by the mechanism, the extent to which the output of the mechanism is transparent and the terms under which the mechanism may change.**

The accountability can be resumed as the NTIA not approving a change request for the root zone or its WHOIS database.

- **Jurisdiction(s) in which the mechanism applies and the legal basis on which the mechanism rests.**

The Jurisdiction of the mechanism is the United States of America.

### **II.B.4 Oversight and Accountability – Binding arbitration included in TLD contracts**

All gTLD registries and a few ccTLD registries have contracts ( also called Sponsorship Agreements or Frameworks of Accountability) with ICANN. All of these contracts provide for binding arbitration of disputes ( The standard gTLD contract language begins with: *“Disputes arising under or in connection with this Agreement that are not resolved pursuant to Section 5.1, including requests for specific performance, will be resolved through binding arbitration conducted pursuant to the rules of the International Court of Arbitration of the International Chamber of Commerce.”*)

- **Which IANA service or activity (identified in Section I) is affected:**

All IANA functions which modify the root zone or its WHOIS database (TBCONFIRMED)

- **If the policy sources identified in Section II.A are affected, identify which ones are affected and**

explain in what way.

This does not affect the policies listed in section II.A

- **A description of the entity or entities that provide oversight or perform accountability functions, including how individuals are selected or removed from participation in those entities.**

For gTLDs the language is: Disputes arising under or in connection with this Agreement that are not resolved pursuant to Section 5.1, including requests for specific performance, will be resolved through binding arbitration conducted pursuant to the rules of the International Court of Arbitration of the International Chamber of Commerce. Any arbitration will be in front of a single arbitrator, unless (i) ICANN is seeking punitive or exemplary damages, or operational sanctions, (ii) the parties agree in writing to a greater number of arbitrators, or (iii) the dispute arises under Section 7.6 or 7.7. In the case of clauses (i), (ii) or (iii) in the preceding sentence, the arbitration will be in front of three arbitrators with each party selecting one arbitrator and the two selected arbitrators selecting the third arbitrator.

For ccTLDs the language relating to this is usually a version of the following: 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.

- **A description of the mechanism (e.g., contract, reporting scheme, auditing scheme, etc.). This should include a description of the consequences of the IANA functions operator not meeting the standards established by the mechanism, the extent to which the output of the mechanism is transparent and the terms under which the mechanism may change.**

The results of the arbitration are binding on both parties.

- **Jurisdiction(s) in which the mechanism applies and the legal basis on which the mechanism rests.**

For gTLDs the arbitration will be conducted in the English language and will occur in Los Angeles County, California.

For ccTLDs with contracts the jurisdiction needs to be agreed to by both parties. If no agreement can be reached the jurisdiction is usually New York, New York, USA.

#### **II.B.5 Oversight and Accountability – Applicability of local law for the administration by the IANA Functions Operator of ccTLDs associated with a specific country or territory (ccTLDs).**

The IANA Functions Contract clearly establishes the importance of the GAC Principles 2005 in the delegation and redelegation of ccTLDs.

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

- **Which IANA service or activity (identified in Section I) is affected:**

ccTLD delegations and redelegations.

- **If the policy sources identified in Section II.A are affected, identify which ones are affected and explain in what way.**

This does not affect the policies listed in section II.A

- **A description of the entity or entities that provide oversight or perform accountability functions, including how individuals are selected or removed from participation in those entities.**

Local law should prevail unless the decision has global impacts.

- **A description of the mechanism (e.g., contract, reporting scheme, auditing scheme, etc.). This should include a description of the consequences of the IANA functions operator not meeting the standards established by the mechanism, the extent to which the output of the mechanism is transparent and the terms under which the mechanism may change.**

Variable depending on the specific government.

- **Jurisdiction(s) in which the mechanism applies and the legal basis on which the mechanism rests.**

Jurisdiction is that of the country or territory concerned.

### III. Proposed Post-Transition Oversight and Accountability

This section should describe what changes your community is proposing to the arrangements listed in Section II.B in light of the transition. If your community is proposing to replace one or more existing arrangements with new arrangements, that replacement should be explained and all of the elements listed in Section II.B should be described for the new arrangements. Your community should provide its rationale and justification for the new arrangements.

If your community's proposal carries any implications for the interface between the IANA functions and existing policy arrangements described in Section II.A, those implications should be described here.

If your community is not proposing changes to arrangements listed in Section II.B, the rationale and justification for that choice should be provided here.

#### III.A Review of existing oversight and accountability mechanisms post-transition.

##### III.A.1 Oversight and Accountability - IANA Functions Contract for NTIA

Given this contract is between NTIA and ICANN some changes will be required.

The NTIA IANA Functions Contract can essentially be broken down as follows:

III.A.1.1 Contract extension, cancellation and renewal.

III.A.1.2 Relationship between NTIA, IANA and the Root Zone Maintainer

III.A.1.3 Administration/oversight of [statement of Work \(SOW\)](#)

III.A.1.4 Statement of Work (SOW)

III.A.1.4.1 IANA functions which can change the root zone or its WHOIS database.

III.A.1.4.2 Accountability functions which require IANA to report on specific aspects of its performance.

III.A.1.4.3 IANA administrative functions which support IANA functions which can change the root zone or its WHOIS database or accountability functions.

The transition will affect each of these in the following way:

III.A.1.1 Contract extension, cancellation and renewal.

III.A.1.1.1 [Design Team I](#) CWG ISSUE – Should there be a mechanism to move the IANA Functions away from ICANN and if so what should that mechanism be? (Note: given the NTIA requirement for a complete and implementable transition proposal, any proposal which has such a [separation](#) mechanism would have to include a significant level of detail to meet this requirement).

III.A.1.1.2 [Design Team M](#) CWG ISSUE – Although there were no formal escalation mechanisms described in the IANA Functions Contract for the NTIA any new arrangement will require these. In addition, is this a necessary point of coordination with the CCWG in ICANN Accountability and if so, how should this be done.

III.A.1.1.3 [Design Team B](#) CWG ISSUE – If there is no mechanism selected to move the IANA function away from ICANN should there be additional accountability measures (e.g. an [Independent Appeals Panel](#))? If so, what should these be, they should be coordinated with the CCWG?

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III.A.1.2 Relationship between NTIA, IANA and the Root Zone Maintainer.

III.A.1.2.1 [Design Team F] CWG ISSUE – The IANA functions contract describes and uses the current tri-party arrangement to get changes to the root zone and its WHOIS database implemented. Assuming that the NTIA is no longer part of the process, a revised mechanism for getting these changes implemented post transition will have to be developed, as well as ensuring that the Root Zone Maintainer, currently Verisign, continues to perform that function.

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III.A.1.3 Administration/oversight of SOW

III.A.1.3.1 [Design Team C] NTIA currently provides resources to ensure the administration of the SOW – these resources will have to be replaced. What should replace these resources (MRT, CSC, etc.)?

III.A.1.3.2 [Design Team C / I / J] CWG ISSUE – Some of the performance and issues reporting provided to the NTIA by IANA is registry specific which is not a problem for NTIA given they are not involved in any commercial DNS activity. This implies that if members of the community are given access to this information as part of the transition proposal there may be the possibility that those members would be seen as being in a conflict of interest position. Is there a need for a conflict of interest guidelines or requirement for members of the community that will be given access to this information?

III.A.1.3.3 [Design Team K] ICANN and IANA have to offer services to TLDs which are located in all countries – to do so it must have an OFAC license for those countries which are on this list. As pointed out in SAC069 the fact that NTIA was responsible for the oversight of IANA probably contributed to facilitating ICANN/IANA obtaining these licenses. As such there is a requirement for the CWG to consider this as part of its transition proposal. Work is required to produce an initial document detailing the current status of OFAC licensing as well as initial expectations of such licensing post transition.

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III.A.1.4 Statement of Work (SOW)

Administration/oversight of SOW [Design Team N] CWG ISSUE – Regardless of the model selected to implement the transition, the SOW will have to be reviewed on a regular basis. This requirement brings on several additional requirements:

- What period (duration) should be covered by the first SOW post transition?
- What should be the standard period for reviewing SOWs post transition?
- What should be the process for reviewing or amending SOWS (including approval by the community and acceptance by ICANN)?

III.A.1.4.1 Administration/oversight of SOW IANA functions which can change the root zone or its WHOIS database.

- CWG ISSUE – The current definition and operational parameters (including the format of request and reporting requirements) for these functions in the IANA Functions contract and IANA Response have to be reviewed to ensure they meet all the post transition requirements.
- Note: Staff is working on a draft text for this section which the CWG may want to evaluate before deciding whether or not a DT is needed for this section.

III.A.1.4.2 Accountability functions which require IANA to report on specific aspects of its performance.

- [Design Team A] CWG ISSUE – The current definition and operational parameters for these functions in the IANA Functions contract and IANA Response have to be reviewed to ensure they meet all the post transition requirements (this may include adding new functions).

- **Note: Staff is working on a draft text for this section to deal with the non-SLE elements that are associated with DT A that the CWG may want to evaluate before deciding whether or not a DT is needed for this section.**

II.A.1.4.3 IANA administrative functions which support IANA functions which can change the root zone or its WHOIS database or accountability functions.

- **CWG ISSUE – The IANA Functions contract goes into significant details with respect to administrative functions . Should the CWG transition proposal continue in the same fashion, with all the associated verification requirements, or adopt a lighter approach? Note: Staff is working on a draft text for this section which the CWG may want to evaluate before deciding whether or not a DT is needed for this section.**

III.A.1.4.4 Redelelegation and Operation of the .INT TLD (NTIA Functions Contract: C.2.9.4)

- **Design Team H] CWG ISSUE – The contract foresees that the IANA functions operator operates the .INT TLD within the current registration policies for the TLD (act as the registry operator). The contract specifies that ICANN is to “develop and undertake an open process, that will include the current registrants of .INT, to identify a new registry operator and transfer responsibility for the .INT registry to it. Upon designation of a successor registry operator by the above process, IANA shall cooperate with it to facilitate the smooth transition of operation of the INT TLD. Such cooperation shall, at a minimum, include timely transfer to the successor registry operator of the then-current top-level domain registration data”. With NTIA withdrawing from the IANA Functions Contract the section “upon designation of a successor registry by the Government” would no longer be valid post transition.**

### III.A.2 Oversight and Accountability - NTIA acting as Root Zone Management Process Administrator.

**Design Team D/F]** This function was a useful tool for the NTIA while IANA was developing into its current evolved state. Given the NTIA is removing itself from Internet oversight and that IANA has advanced significantly in terms of quality, best practices and customer satisfaction there is no longer a need to have an authorization function (TBC).

This change would have no impact on the policies described in II.A.

### III.A.3 Oversight and Accountability – Binding arbitration included in TLD contracts

No changes proposed. This is currently functioning well and does not involve NTIA and removing NTIA would not affect the need for this mechanism.

### III.A.4 Oversight and Accountability – Applicability of local law for the administration by the IANA Functions Operator of ccTLDs associated with a specific country or territory (ccTLDs).

No changes proposed. This is currently functioning well and does not involve NTIA and removing NTIA would not affect the need for this mechanism.



#### IV. Transition Implications – under development

*This section should describe what your community views as the implications of the changes it proposed in Section III. These implications may include some or all of the following, or other implications specific to your community:*

- *Description of operational requirements to achieve continuity of service and possible new service integration throughout the transition.*
- *Risks to operational continuity and how they will be addressed.*
- *Description of any legal framework requirements in the absence of the NTIA contract.*
- *Description of how you have tested or evaluated the workability of any new technical or operational methods proposed in this document and how they compare to established arrangements.*
- *Description of how long the proposals in Section III are expected to take to complete, and any intermediate milestones that may occur before they are completed.*

#### IV.A Operational requirements to achieve continuity of service throughout the transition – under development

- *Describe operational requirements to achieve continuity of service and possible new service integration throughout the transition.*
- *Risks to operational continuity and how they will be addressed.*

TBD

#### V. NTIA Requirements - under development

*Additionally, NTIA has established that the transition proposal must meet the following five requirements:*

- *Support and enhance the multistakeholder model;*
- *Maintain the security, stability, and resiliency of the Internet DNS;*
- *Meet the needs and expectation of the global customers and partners of the IANA services;*
- *Maintain the openness of the Internet.*
- *The proposal must not replace the NTIA role with a government-led or an inter-governmental organization solution.*

*This section should explain how your community’s proposal meets these requirements and how it responds to the global interest in the IANA functions.*

*This proposal addresses each of the NTIA’s requirements:*

TBD

## VI. Community Process (DRAFT and under development)

*This section should describe the process your community used for developing this proposal, including:*

- *The steps that were taken to develop the proposal and to determine consensus.*
- *Links to announcements, agendas, mailing lists, consultations and meeting proceedings.*
- *An assessment of the level of consensus behind your community's proposal, including a description of areas of contention or disagreement.*

### VI.A The steps that were taken to develop the proposal and to determine consensus.

#### VI.A.1 Establishing the CWG

- CWG charter: <https://community.icann.org/display/gnsocwgdstwrdsdp/Charter>

#### VI.A.2 Members and Participants

- <https://community.icann.org/pages/viewpage.action?pageId=49351381>

#### VI.A.3 Working methods of the CWG

- TBC

#### VI.A.4 Determining Consensus

- TBC

### VI.B Links to announcements, agendas, mailing lists, consultations and meeting proceedings

#### VI.B.1 Meetings

- Full CWG (meeting dates, AGENDAS, participants and meeting notes) - <https://community.icann.org/display/gnsocwgdstwrdsdp/Meetings>

#### VI.B.2 Public Consultations

- 1 December public consultation on first CWG draft transition proposal: <https://www.icann.org/public-comments/cwg-naming-transition-2014-12-01-en>
- February 2015 - Discussion document for ICANN52 meeting: <https://community.icann.org/pages/viewpage.action?pageId=52889457>

#### VI.B.3 Webinars and other public presentations

- (URL TBC)

#### VI.B.4 Mailing list archives:

<https://community.icann.org/display/gnsocwgdstwrdsdp/Mailing+List+Archives>

#### VI.B.5 Correspondence (URL TBC)

VI.B.6 Outreach: <https://community.icann.org/display/gnsocwgdstwrdsdp/Outreach+Tracking+CWG-Stewardship>

**VI.C An assessment of the level of consensus behind your community's proposal, including a description of areas of contention or disagreement.**