

IANA CWG Member and Participant Survey

IANA CWG Member and Participant Survey Questions relating to Contract Co., the “Internal to ICANN” Proposal, the IAP and Accountability (and linkage to the CCWG-Accountability).

* Required

Introduction

Like the prior survey, this survey is based on suggestions from the public comments, as well as additional, related questions. The goal is to get a high level sense of the views of CWG participants (i.e., Members and Participants) regarding these suggestions prior to the intensive work weekend on 10-11 January. To the extent possible, Members should make choices that they believe reflect the views of the group they represent; when that is not possible, they should express their personal opinion. (We assume that Members may not have time to go back to their respective groups in a timely fashion; there will be an opportunity for that later, as we develop the final proposal.)

Some of the public comment suggestions were provided in the context of a particular proposal (either the CWG proposal, the alternative “internal to ICANN” proposal, or another proposal). Because the proposal(s) to be submitted to the IANA Coordination Group (ICG) has/have not yet been decided, the survey statements are designed to be independent of any particular proposal. This survey primarily contains suggestions related to Contract Co., the “Internal to ICANN” Proposal, the Independent Review Panel (IAP) and the CWG Proposal generally. Please respond to all items regardless of the overall proposal you prefer. Where necessary, assume that Contract Co., the IAP, the MRT and the CSC are the same as described in the Draft Proposal, except as modified by the statement in question. However, when responding to statements regarding the “Internal to ICANN” proposal, assume the elements of that proposal, except as modified by the statement in question.

The results of the survey will be used to guide the CWG in considering the public comments and continuing its work toward development of a final proposal for submission to the ICG.

Please note that this is NOT a consensus poll in any shape or form.

Instructions

1. Select one response for each of the statements that best represents your view. The choices are:
 - Strongly Agree/Agree/Is Acceptable/Disagree/Strongly Disagree/No Comment
 - “Is Acceptable” should be used for statements that you believe you (or your group) can accept.
2. Do not assume any particular proposal (i.e., CWG proposal, Internal to ICANN proposal, or some other proposal). However, where necessary, assume that Contract Co. and the IAP are the same as described in the CWG Proposal, except as modified by the statement in question.
3. Respond to the statement even if you do not support the underlying concept (e.g., Contract Co., the IAP, the MRT, the CSC, or “Internal to ICANN”) or proposal. These responses will not be seen as implied support for the underlying concept or proposal.
4. Names and other demographic information are requested to ensure that there are no duplicate submissions and to analyze certain data trends; names will not be reported with the results.

5. If you provide comments relating to a specific statement, please begin that comment with the number of that statement.

CWG Proposal Definitions of Contract Co. and the Independent Review Panel (IAP)

When responding to the statements in this survey, assume the following definitions (based on the CWG Proposal) apply, except to the extent modified by the statement in question:

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.

Independent Review Panel (IAP)

An independent and binding appeals panel to which all IANA actions that affect the Root Zone or Root Zone WHOIS database would be subject. 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.

Demographics

1. Name *

Name is requested for the sole purpose of ensuring that there are no duplicate submissions.

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2. Email address *

Please enter your email address where you want a confirmation of completing the survey sent.

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3. Member or Participant *

Please specify if you are a member or participant of the CWG.
Check all that apply.

Member

Participant

Other:

4. Organizational affiliation

Contract Co

5. General Statements

Mark only one oval per row.

	Completely Agree	Agree	Is Acceptable	Disagree	Strongly Disagree	No Opinion
1. Contract Co. should not be created at any point in time.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
2. Contract Co. should only be created when there is a need to "separate" the IANA Functions from ICANN.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
3. Contract Co. should be created as part of the transition.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
4. There should not be an IANA Functions Contract as part of the transition.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
5. Effective oversight and control of the IANA Functions Operator (including "separation" if necessary) without setting up a Contract Co. is a realistic possibility.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
6. If you want Separability, you must set up Contract Co.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
7. The proposed model with Contract Co. is likely to be complex, costly and risky.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
8. The proposed model with Contract Co. is likely to be too complex, costly and risky.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
9. Even if the proposed model with Contract Co. is likely to be highly complex, costly and risky, it is worth the benefits of	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>

clearly being able to separate the IANA Functions from ICANN.

10. A transition without Contract Co. will be far simpler and more likely to preserve the current level of stability and security.

11. Potential liability costs are a serious concern for Contract Co.

12. The IANA Functions Operator should indemnify Contract Co. for potential liability costs.

6. Comments

Additional comments, if any you would like to provide after responding to the Contract Co. General Statements set of questions

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7. Structure of Contract Co.

Mark only one oval per row.

Strongly Agree Agree Is Acceptable Disagree Strongly Disagree No Response

13. Contract Co. should be a membership corporation (i.e., a corporation where the membership selects the board of directors and approves major decisions of the corporation).

14. Assuming Contract Co. is a membership corporation, the CSC should constitute the membership of Contract Co.

15. The MRT should serve as the Board of

Contract Co.						
16. Assuming Contract Co. is a membership corporation, the MRT should constitute the membership of Contract Co.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
17. Whether Contract Co. should be incorporated or not, and subject or not to a particular jurisdiction's laws should be examined by a neutral, unaffiliated expert.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
18. Contract Co. should be an existing institution. [If applicable, please indicate in the comments which existing institution(s) you would propose.]	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
19. Contract Co should be extremely light-weight and its purpose should be limited to holding contracts for the names community.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
20. The bylaws of Contract Co should narrowly and clearly limit its activities.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
21. Capture is a particularly serious concern for Contract Co. [If applicable, please indicate in comments the type of capture and how such capture could be avoided.]	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
22. Nationalization is a particularly serious concern for Contract Co.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
23. Contract Co. should be a U.S. non-profit corporation.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
24. Contract Co. should be a Swiss non-profit corporation.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
25. Contract Co. should be a non-profit corporation located in a jurisdiction other	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>

than the US or Switzerland. [Please indicate in the comments which jurisdiction you would propose.]

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8. Contract Co - Structure - Comments

Comments, if any that you have related to the structure of the Contract Co.

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9. Contract Co. - RFP's

Mark only one oval per row.

	Strongly Agree	Agree	Is Acceptable	Disagree	Strongly Disagree	No Response
26. Issuing an RFP every 3-7 years could have an unmanageable impact on security and operational stability.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
27. Removing IANA from ICANN could have an unmanageable impact on security and operational stability.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
28. If there is a longer time period between RFPs, any impact on security and operational stability should diminish.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
29. Contract Co. should be responsible for ensuring that root zone changes are in compliance with prevailing policy and then pass that change along to the Root Zone Maintainer to be implemented.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
30. The separation of the IANA functions and removal from	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>

ICANN should be seen as a last resort.

31. Regular periodic re-bidding processes of the IANA Function Contract could provide for greater stability and predictability in the contracting functions.

32. Circumstances for re-awarding the IANA Function Contract should be limited to issues of non-performance relating to the IANA Function, such as a failure to execute against established Service Level Agreements or non-adherence to contract terms.

33. Transitioning the IANA Naming Functions outside of ICANN should only be undertaken as warranted by serious and persistent issues of non-performance.

10. Contract Co. - RFP's - Comments

Comments, if any that you have in regards to the Contract Co. RFP

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11. Statements Regarding an ICANN Internal Option

Mark only one oval per row.

Strongly Agree Agree Is Acceptable Disagree Strongly Disagree No Response

1. If adequate accountability mechanisms are in place, an "ICANN Internal" option should be adopted.

2. Adequate accountability mechanisms in an

"ICANN Internal" option should include the possibility of removing the IANA Functions from ICANN.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
3. An ICANN Internal solution would be much less complex than the Contract Co. option.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
4. An ICANN Internal solution would pose less risk to security and operational stability than the Contract Co. option.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
5. An ICANN Internal solution would be cheaper to implement and operate than the Contract Co. option.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
6. An ICANN internal solution should include a mechanism where the IANA Functions can be removed from ICANN for "cause" related to the IANA Functions and contracted out to a third party.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
7. An ICANN Internal solution should provide that Contract Co. can be created if necessary (in order to contract out the IANA Functions).	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
8. An ICANN Internal solution should include a supervisory Board (overseeing the ICANN Board) to which the community can appeal.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
9. An ICANN internal solution should include a mechanism where the multistakeholder community may remove ICANN directors, or the entire Board, for "cause" under specific circumstances related to the IANA Functions (i.e.,	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>

serious and persistent issues of non-performance relating to the IANA Function, such as a failure to execute against established Service Level Agreements or non-adherence to contract terms," and failure to follow applicable policy).

12. ICANN Internal Option - Comments

Comments, if any that you have in regards the ICANN Internal option.

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Statements Regarding the IAP

13. General Statements

Mark only one oval per row.

	Strongly Agree	Agree	Is Acceptable	Disagree	Strongly Disagree	No Response
1. There should be standard procedures for catching IANA process errors before resorting to an appeals process.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
2. Existing arbitration providers should be used instead of creating a new body.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
3. A mechanism for an affected party to appeal a decision relating to the Root Zone would be beneficial for Internet stakeholders and consumers.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
4. Appeals should be managed differently, depending on whether the appeal involves a gTLD or a ccTLD.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>

5. Terms of reference for the IAP and details on the composition of the panel should be defined.

6. The IAP component of the IANA CWG proposal is crucial, and its location outside of both ICANN and the IANA oversight function is necessary.

7. The creation of an independent appeals panel would be better addressed as part of the broader ICANN Enhancing Accountability process because it should be applicable to ICANN as a whole and not just the IANA naming functions.

8. The creation of accountability mechanisms on different tracks in the IANA CWG and the Accountability CCWG risks creating the potential for confusion and "forum shopping."

9. An appeal mechanism is not needed.

14. IAP - General Statements - Comments

Comments, if any in regards to the IAP General Statements section.

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15. IAP - Grounds for Appeal

Mark only one oval per row.

	Strongly Agree	Agree	Is Acceptable	Disagree	Strongly Disagree	No Response
10. The grounds for an appeal should be limited to whether or not relevant policy was followed.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
11. All decisions and actions of the IANA Functions Operator that affect third parties and impact the Root Zone or Root Zone WHOIS database should be subject to an independent appeals process.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
12. The appeals process should only challenge whether established policies have been properly applied or adhered to by the IANA Functions Operator. It should not evaluate the merits of such policies.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>

16. IAP - Grounds for Appeal - Comments

Comments, if any in regards to the IAP - Grounds for Appeal section.

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17. IAP - Powers of the IAP*Mark only one oval per row.*

	Strongly Agree	Agree	Is Acceptable	Disagree	Strongly Disagree	No Response
13. The appeals process should be binding on the IANA Functions Operator.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
14. Awarding binding powers with regard to an appeal from a ccTLD delegation and re-delegations (or the lack thereof) should be out-of-scope for the IAP.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
15. Even if the IAP's scope is limited to determining whether relevant policy was followed in a ccTLD delegation or re-delegation (or in not delegating or re-delegating a ccTLD), awarding the IAP binding powers in an appeal should be out-of-scope for the IAP.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
16. Any decision by the IAP should be limited to agreeing that the IANA functions operator's processes and procedures have been followed and documented, or to referring the case back to the IANA functions operator for further consideration and explanation. In other words, the IAP should not be able to overturn an action by the IANA functions operator.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>

18. IAP - Powers of the IAP - Comments

Comments, if any in regards to the IAP - Powers of the IAP section.

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19. IAP - Standing

Mark only one oval per row.

	Strongly Agree	Agree	Is Acceptable	Disagree	Strongly Disagree	No Response
17. Standing to file appeals should be defined.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
18. gTLD registry operators should have standing to appeal delegation and re-delegation decisions to which they are a party that they believe are contrary to approved gTLD policy.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
19. gTLD registry operators should have standing to appeal delegation and re-delegation decisions that they believe are contrary to approved gTLD policy, even if the operator is not a party involved in the delegation or re-delegation.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
20. ccTLD registry operators should have standing to appeal delegation and re-delegation decisions to which they are a party that they believe are contrary to applicable laws and/or applicable approved ccTLD policy.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
21. ccTLD registry operators should have standing to						

appeal delegation and re-delegation decisions that they believe are contrary to applicable laws and/or applicable approved ccTLD policy, even if the operator is not a party involved in the delegation or re-delegation.

22. The ccNSO or GNSO, as applicable, should have standing to appeal implementation of any approved policies relating to delegation of ccTLDs or gTLDs, as applicable, that they believe are inconsistent with those policies.

23. Governments should have standing to appeal any ccTLD delegation or re-delegation decisions that they believe are contrary to applicable laws.

24. Governments should have standing to appeal ccTLD delegation or re-delegation decisions that they believe are contrary to applicable laws only where that country's ccTLD is involved.

25. Affected third parties should have standing to appeal; e.g., registrants could appeal a gTLD re-delegation, or a national community of users could appeal a ccTLD re-delegation.

20. IAP - Standing - Comments

Comments, if any in regards to the IAP - Standing section.

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21. Accountability and linkage with the Accountability CCWG

Mark only one oval per row.

	Strongly Agree	Agree	Is Acceptable	Disagree	Strongly Disagree	No Response
1. The final CWG- IANA proposal should include a supervisory Board (overseeing the ICANN Board) to which the community can appeal issues related to the IANA Functions.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
2. The final CWG- IANA proposal should include a mechanism where the multistakeholder community may remove ICANN directors, or the entire Board, for “cause” under specific circumstances related to the IANA Functions.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
3. Ideally, the CWG would have begun its work following the adoption of recommendations by the Accountability Cross Community Working Group (“Accountability CCWG”).	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
4. Ideally, the Accountability CCWG would have begun its work before or at the same time as the CWG-IANA, so that the groups could work in parallel.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
5. The likely						

consequence of the fact that the CWG- IANA preceded the Accountability CCWG is that it will lead to the creation of duplicative mechanisms or a failure to consider all possible options available to the CWG- IANA.

6. ICANN should formally link the CWG- IANA and Accountability CCWG processes to ensure that the work moving forward takes into account equities from both processes so that in the end the community, ICANN, and NTIA have two well informed and robust plans to ensure the Internet's continued growth and evolution.

7. Enhanced accountability (regardless of who the IANA Functions Operator is) must be in place prior to the IANA Stewardship transition.w 7

8. Finalization of the IANA Naming Proposal should be deferred, pending the outcome of the ICANN Accountability Process.

9. Following the publication of the CCWG- Accountability's draft recommendations, an assessment should be conducted by the CWG- IANA to determine whether the outcome of the Accountability Process provides a satisfactory appeals mechanism.

10. A placeholder should be included in

the CWG-IANA proposal that is submitted to the ICG to allow for further evaluation and work as needed after the CCWG-Accountability track 1 recommendations are finalized.

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22. Accountability and linkage with the Accountability CCWG - Comments

Comments, if any in regards to the Accountability and linkage with the Accountability CCWG section.

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Thank you

Thank you for completing the CWG Contract Co/IAP survey.

