

**STRUCTURAL ANALYSIS:  
CONTRACT CO.**

Issue	Proposed Response
Entity Status of Contract Co.	Contract Co. will be a non-profit corporation.
Jurisdiction	Contract Co. will be a [Delaware] corporation.
Membership	Contract Co. will not have members. [Alternatively, Contract Co. will have members, and the members will be the MRT -or- representatives of the Multistakeholder community.]
Relationship to ICANN	Contract Co. will be independent of ICANN. Contract Co. and ICANN will be the parties to an IANA Functions Contract for ICANN to serve as the IANA Functions Operator for a limited term.
Relationship to MRT	Contract Co. will take direction from the MRT. Contract Co. will delegate its powers and responsibilities to Contract Co. to the greatest extent possible. [The MRT will be a committee of Contract Co.]
Organizational Documentation (Articles of Incorporation, Bylaws, etc.)	Contract Co. will have Articles of Incorporation and Bylaws. The Articles and Bylaws will make it clear that Contract Co. is a <b>limited purpose corporation</b> unable to act outside its very narrow mandate. These will include a clear and very limited mission statement and fundamental principles and limitations for Contract Co. Specifically, the Articles and Bylaws will make it clear that the the sole purpose of Contract Co. is to hold the right to grant an IANA Functions Contract to a third party to serve as IANA Functions Operator, to serve as the legal entity granting such a Contract as directed by the MRT, to escalate and terminate the Contract based on non-performance as directed by the MRT, and to serve as the legal entity in any RFP or rebidding process . The first Contract will be entered into with ICANN.
Transparency	Contract Co. will function in a fully transparent manner with open board meetings and minutes and open corporate records, unless dealing with confidential or sensitive information.
Accountability	The Board and staff (if any) of Contract Co. will be accountable to the MRT. Board Members will be subject to appropriate recall mechanisms. The performance of Contract Co. will be subject to annual public comment and review by the MRT and t global multistakeholder community. The budget will be subject to an equivalent review.
Composition of Board	The Contract Co. board will be as small as allowed by relevant corporate law. Disinterested directors (i.e., not involved in the domain name community) will form a majority. The staff (if any) of Contract Co. will be as small as possible.
How are members chosen?	[Members will be chosen by their stakeholder groups using processes developed by those groups] or [the MRT].
How would the Board meet?	Meetings would be conducted primarily by phone and web.
Term length and limits	Board Members should be appointed for limited terms. Members'

	terms should be staggered to ensure continuity.
How will decisions be made?	Decisions will be made by the MRT and adopted by the Board of Contract Co. [If unquestioning adoption is not possible, Board would be required to vote unanimously against the MRT's instructions.
Support Needs (e.g., staff, email, wiki, website, interpretation, accessibility, SOI space)	Contract Co. will require little or no staff, and will delegate day-to-day functions to the MRT or its secretariat. Contract Co. will require an external web presence, as well as email and email list functionality.
When would the Board meet?	The Board would meet as rarely as possible consistent with legal requirements
Funding	Same as MRT.
Capture	Safeguards must be in place to ensure that the Board and staff cannot be captured or unduly influenced by governments, intergovernmental organizations, or specific economic or ideological interests.