

___ September 2016

To: Internet Corporation for Assigned Names and Numbers (“**ICANN**”)

[Address]

Re: IANA IPR Community Agreement (“**Community Agreement**”)

Dear [ICANN Representatives]:

This letter agreement confirms the request of the Community Working Group on behalf of the _____¹ (the “**Names Community**”) that ICANN serve as the signatory for the Names Community under the Community Agreement. This request is expressly conditioned on ICANN serving in this capacity for the benefit of the Names Community, and specifically as follows:

1. ICANN will enter into the IANA IPR Community Agreement with the IETF Trust, the Numbers Community, and the Protocol Parameter Community, a form of which is attached hereto as Schedule 1, on behalf of the Names Community and will perform the responsibilities identified therein on behalf of the Names Community. Any capitalized terms used but not defined in this letter agreement have the meanings set forth in the Community Agreement.
2. ICANN will follow the instruction of the Names Community related to the persons to be appointed as CCG Representatives and the CCG co-chair on behalf of the Names Community. The process for selecting such CCG Representatives and CCG co-chair will be determined by the Names Community. ICANN will not replace the CCG Representatives or CCG co-chair on behalf of the Names Community unless instructed by the Names Community, and ICANN will follow the recommendations of the Names Community with regard to removing or replacing CCG Representatives and the CCG co-chair on behalf of the Names Community. The initial CCG Representatives and CCG co-chair designated by ICANN to represent the Names Community will be:[_____], [_____], and [_____], as co-chair.
3. ICANN will not interfere with or override decisions by the CCG Representatives or CCG co-chair on behalf of the Names Community that are set forth as responsibilities of the CCG Representatives or CCG co-chair on behalf of the Names Community, as applicable, in the Community Agreement.

¹ Description to be added.

4. ICANN will follow the instruction of the Names Community related to a request by the Names Community that the IETF Trust seek from the IETF approval of an amendment to the governing documents of the IETF Trust to permit transfer of the IANA Intellectual Property to a third party, per Section 4.4 of the Community Agreement.
5. ICANN further will follow the instruction of, and will not act without instruction from, the Names Community related to:
 - a. Requesting that the IETF Trust attempt in good faith to negotiate a License Agreement with any new prospective IANA Operator relating to the IANA Names Services, and the terms of such License Agreement, per Section 3.2(e)(i) of the Community Agreement.
 - b. Providing the IETF Trust with notice of any determinations by the Names Community of any failures or deficiencies in the use of the IANA Intellectual Property in connection with the IANA Names Services provided by the IANA Operator, per Section 3.2(f) of the Community Agreement.
 - c. Any decision by the Names Community to withdraw from the Community Agreement, on its own, per Section 5.2 of the Community Agreement, or to terminate the Community Agreement with the Numbers Community and Protocol Parameter Community, per Section 5.1 of the Community Agreement.
6. For matters other than those set forth in paragraphs 1-5 above, with respect to decisions that ICANN makes related to, or in the course of performing its obligations on behalf of the Names Community under the Community Agreement, ICANN will consult with and seek the advice of the Names Community prior to making any such decision. There is a rebuttable presumption that ICANN will accept the advice and recommendations of the Names Community. If ICANN, in its reasonable discretion, determines that it is not advisable to accept such advice or recommendation, it will meet and confer with the Names Community to explain ICANN's rationale for desiring to elect a different course of action, and the Names Community and ICANN will in good faith use reasonable best efforts to come to consensus on a resolution.

[Signature Page Follows]

Please sign below to indicate your agreement with the foregoing.

Very truly yours,

**Cross Community Working Group to Develop an IANA
Stewardship Proposal on the Names Related Function,
on behalf of the Names Community**

By: _____

Name: Lise Fuhr

Title: Co-Chair

Date: _____

and

By: _____

Name: Jonathan Robinson

Title: Co-Chair

Date: _____

Agreed to and accepted by:

ICANN

By: _____

Name: _____

Title: _____

Date: _____

Schedule 1

Community Agreement