

# Source documents review of SLE's

## 1. Review of SLE's as part of an IANA Naming Function review

### ARTICLE 18 IANA NAMING FUNCTION REVIEWS

#### Section 18.1. IANA NAMING FUNCTION REVIEW

The Board, or an appropriate committee thereof, shall cause periodic and/or special reviews (each such review, an "IFR") of PTI's performance of the IANA naming function against the contractual requirements set forth in the IANA Naming Function Contract and the IANA Naming Function SOW to be carried out....., as follows:

- (a) Regularly scheduled periodic IFRs, to be conducted pursuant to Section 18.2 below ("Periodic IFRs"); and
- (b) IFRs that are not Periodic IFRs, to be conducted pursuant to Section 18.12 below ("Special IFRs").

#### Section 18.2. FREQUENCY OF PERIODIC IFRS

- (a) The first Periodic IFR shall be convened no later than [1 October 2018].
- (b) Periodic IFRs after the first Periodic IFR shall be convened no less frequently than every five years, measured from the date the previous IFRT for a Periodic IFR was convened.

#### Section 18.3. IFR RESPONSIBILITIES

For each Periodic IFR, the IFRT shall:

- (a) Review and evaluate the performance of PTI against the requirements set forth in the IANA Naming Function Contract in relation to the needs of its direct customers and the expectations of the broader ICANN community, and determine whether to make any recommendations with respect to PTI's performance;
- (b) Review and evaluate the performance of PTI against the requirements set forth in the IANA Naming Function Contract and IANA Naming Function SOW;
- (c) Review the IANA Naming Function SOW and determine whether to recommend any amendments to the IANA Naming Function Contract and IANA Naming Function SOW to account for the needs of the direct customers of the naming services and/or the community at large;

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(f) **Review and evaluate the performance of the IANA naming function according to established service level expectations** during the IFR period being reviewed and compared to the immediately preceding Periodic IFR period;

## **2. SLE Review agreed between CSC and PTI**

### **CSC Charter**

#### **Section 17.3.CSC CHARTER; PERIODIC REVIEW**

(a) The CSC shall act in accordance with its charter (the "**CSC Charter**").

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### **CSC Charter**

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#### **Review**

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The CSC or the IANA Functions Operator can request a review or change to service level targets. Any proposed change to service level targets as a result of the review must be agreed to by the ccNSO and GNSO.

(Note that under current terms and conditions of the IANA Naming Function Contract change of service levels results in a change of contract. See above)

## **3. Changing the SLE's**

### **ICANN BYLAWS**

#### **Section 16.3. IANA NAMING FUNCTION CONTRACT**

(a) On or prior to 1 October 2016, ICANN shall enter into a contract with PTI for the performance of the IANA naming function (as it may be amended or modified, the "**IANA Naming Function Contract**") and a related statement of work (the "**IANA Naming Function SOW**"). Except as to implement any modification, waiver or amendment to the IANA Naming Function Contract or IANA Naming Function SOW related to an IFR Recommendation or Special IFR Recommendation approved pursuant to Section 18.6 or an SCWG Recommendation approved pursuant to Section 19.4 (which, for the avoidance of doubt, shall not be subject to this Section 16.3(a)), ICANN shall not agree to modify, amend or waive any Material Terms (as defined below) of the IANA Naming Function Contract or

the IANA Naming Function SOW if a majority of each of the ccNSO and GNSO Councils reject the proposed modification, amendment or waiver. The following are the "**Material Terms**" of the IANA Naming Function Contract and IANA Naming Function SOW:

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(ii) The initial term and renewal provisions of the IANA Naming Function Contract and IANA Naming Function SOW;

(iii) The manner in which the IANA Naming Function Contract or IANA Naming Function SOW may be terminated;

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(v) The role and responsibilities of the CSC (as defined in Section 17.1), escalation mechanisms and/or the IFR (as defined in Section 18.1);

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## **IANA Naming Function Contract**

### **Section 4.4. Performance of the IANA Naming Function**

(a) Contractor shall perform the IANA Naming Function in a stable and secure manner and in accordance with the SOW. The IANA naming Function is administrative and technical in nature based on established policies that are developed through applicable ICANN policy development bodies and approved by ICANN, in each case in accordance with ICANN's Bylaws.

### **Section 7.2 Performance Monitoring.**

- (a) So long as the CSC exists pursuant to ICANN's Bylaws, Contractor acknowledges and agrees that the CSC is entitled to monitor Contractor's performance under this Agreement (including the SOW) in accordance with ICANN's Bylaws.
- (b) Contractor shall provide reports to the CSC as contemplated by the SOW.
- (c) Contractor shall act in good faith to resolve issues identified by the CSC.
- (d) Contractor acknowledges that the CSC shall be empowered to escalate identified areas of concern as set forth in "Escalation Mechanisms" below.

### **Section 7.3 IANA Naming Function Reviews.**

Contractor acknowledges that ICANN's Board of Directors (the "ICANN Board") may cause a review by an IFRT, in accordance with ICANN's Bylaws (an "IANA Function Review" or "IFR").

**Section 14.3 Amendments.** Except as provided in Section 7.3 (c), any term or provision of this Contract may be amended, and the observance of any term of this Contract may be waived only by a physical writing referencing this Contract, and either (a) manually signed by the Parties to be bound or (b) digitally signed by the Parties to be bound. Nothing herein shall limit ICANN's obligations under ICANN's Bylaws to the extent related to ICANN's commitments related to the amendment or modification of this Contract, including the ability to amend this Contract pursuant to an approved IFR Recommendation, an approved Special IFR Recommendation or an approved SCWG Recommendation, each as set forth in ICANN's Bylaws.

## **ANNEX A: STATEMENT OF WORK FOR MANAGEMENT OF THE DNS ROOT ZONE**

### **1. ROOT ZONE MANAGEMENT**

b. Contractor shall collaborate with all Interested and Affected Parties to develop, maintain, enhance and post performance standards for Root Zone Management. Specifically, Contractor shall perform Root Zone Management in accordance with the service levels set forth in Section 2.

### **2. SERVICE LEVELS**

- a. Contractor shall perform the Services in accordance with the following "Service Levels". The expectation is that Contractor will normally perform within the threshold. The thresholds will be modified over time **as part of periodic reviews of the service level expectation**. A subset of the following measures relate to measurement of non-routine changes where it is not applicable to set a specific threshold for performance. It is expected for measurements of non-routine process steps these will only be reported with no applicable service level expectation.