**IANA NAMING FUNCTION AGREEMENT**

This IANA Naming Function Agreement (this “**Agreement**”) is dated as of [⚫] 2016 and is entered into by and between Internet Corporation for Assigned Names and Numbers, a California nonprofit public benefit corporation (“**ICANN**”) and [PTI], a California nonprofit public benefit corporation (the “**Contractor**”) and is effective as of the last date on which all of the conditions set out in Section 1 have been satisfied (the “**Effective Date**”). ICANN and Contractor may each be referred to individually as a “**Party**” and collectively as the “**Parties**.”

WHEREAS, on 14 March 2014, the National Telecommunications and Information Administration (“**NTIA**”) announced (“**March 14 Announcement**”) the transition of NTIA’s stewardship role of key Internet domain name functions to the global multi-stakeholder community;

WHEREAS, [\_\_];

WHEREAS, ICANN and Contractor desire to enter into this Agreement pursuant to which Contractor will perform the IANA naming function in order to ensure the continuity of root operations after the Transition.

NOW, THEREFORE, for good and valuable consideration, the sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. cONDITIONS pRECEDENT
   1. Condition Precedent

This Agreement shall be effective as of the last date on which the following conditions have been satisfied: (i) ICANN is released from its obligations [to coordinate root zone management as currently performed by the National Telecommunications and Information Administration, United States Department of Commerce (“**DOC**”), as may be added to or modified by the DOC and ICANN, pursuant to its contract with the DOC, effective as of 01 October 2012 (including any extension thereof)] (the “**IANA Naming Function**”) and (ii) ICANN has accepted the responsibility to perform the IANA Naming Function.

1. Representations and warranties
   1. ICANN’s Warranties. ICANN represents and warrants that (i) it has all necessary rights and powers to enter into and perform its obligations under this Agreement, and (ii) the execution, delivery and performance of this Agreement by ICANN has been duly authorized by all necessary corporate action.
   2. Contractor Warranties. Contractor represents and warrants that (i) it has all necessary rights and powers to enter into and perform its obligations under this Agreement; and (ii) the execution, delivery and performance of this Agreement by Contractor has been duly authorized by all necessary corporate action.
2. SERVICES AND REQUIREMENTS
   1. U.S. Presence[[1]](#footnote-2)
   2. Performance of IANA Functions.[[2]](#footnote-3)
   3. Separation of Policy Development and Operational Roles
   4. Transparency and Accountability.[[3]](#footnote-4)
   5. Responsibility and Respect for Stakeholders.[[4]](#footnote-5)
   6. [.INT TLD[[5]](#footnote-6)][[6]](#footnote-7)
   7. Contractor To Provide Qualified Program Manager[[7]](#footnote-8)
   8. Key Personnel
   9. Inspection Of All Deliverables And Reports Before Publication[[8]](#footnote-9)
3. PERFORMANCE
   1. Constructive Working Relationship[[9]](#footnote-10)
   2. Continuity of Operations[[10]](#footnote-11), [[11]](#footnote-12), [[12]](#footnote-13)
   3. [[13]](#footnote-14)[Performance Exclusions[[14]](#footnote-15)]
4. TRANSPARENCY OF DECISION-MAKING
   1. Transparency.
5. Audits, Monitoring and Reviews
   1. Audits[[15]](#footnote-16), [[16]](#footnote-17), [[17]](#footnote-18), [[18]](#footnote-19)
   2. Performance Monitoring[[19]](#footnote-20)
   3. IANA Naming Function Reviews[[20]](#footnote-21)
6. ESCALATION MECHANISMS[[21]](#footnote-22)
   1. IANA Customer Service Complaint Resolution Process[[22]](#footnote-23)
   2. IANA Problem Resolution Process. [[23]](#footnote-24)
7. tERM; renewal; TRANSITION and termination[[24]](#footnote-25)
   1. Initial Term; Renewal
   2. Renewal
      * 1. [SCWG Recommendation]
        2. [Other termination]
   3. Transition and Termination
      1. [Insertion of Transition Process]
      2. Commitment to Not Interfere With Staff Transfer.
   4. Survival of Terms
8. Resources, fees and Budget
   1. Resources and Fees[[25]](#footnote-26), [[26]](#footnote-27)
   2. Budget[[27]](#footnote-28)
9. Security Requirements[[28]](#footnote-29)
   1. Computing Systems.
   2. Notification Systems.
   3. Data.
   4. Security Plan.
   5. Director of Security.
10. Intellectual property[[29]](#footnote-30)
    1. Ownership.
    2. Assignment.
    3. Work for Hire.
    4. License.
11. Confidentiality and data protection[[30]](#footnote-31)
    1. Confidentiality.
    2. Consent.
12. Indemnification[[31]](#footnote-32)
    1. Indemnification by ICANN.[[32]](#footnote-33)
    2. Indemnification by Contractor.[[33]](#footnote-34)
13. miscellaneous
    1. Notices.
    2. Amendments and Waiver.
    3. Severability.
    4. [Change Control Process.][[34]](#footnote-35)
    5. Assignment and Subcontracting.
    6. Relationship of Parties.
    7. Governing Law.
    8. Third-Party Beneficiaries.
    9. English Version.
    10. Savings Clause.
    11. Cumulative Remedies.
    12. Counterparts.
    13. Headings.
    14. Entire Agreement.

[Signature Page Follows]

IN WITNESS WHEREOF, the Parties have caused this Agreement to be duly executed as of the date set forth below.

|  |  |
| --- | --- |
| **INTERNET CORPORATION FOR ASSIGNED NAMES AND NUMBERS**  By:  (Signature)    Name (print)    Title | **[CONTRACTOR]**  By:  (Signature)    Name (print)    Title |

**ANNEX A: STATEMENT OF WORK**

1. iana Naming Functions[[35]](#footnote-36),[[36]](#footnote-37)
   1. [INSERT SERVICE LEVELS]
   2. Operate ARPA TLD
   3. Facilitate and coordinate root zone of DNS[[37]](#footnote-38)
2. Performance Metric Requirements[[38]](#footnote-39)
   1. Program Reviews and Site Visits
   2. Monthly Performance Progress Report
   3. Performance Standards Reports
   4. Customer Service Survey
   5. Final Report.
   6. Inspection and acceptance
3. Baseline Requirements For DNSSEC In The Authoritative Root Zone[[39]](#footnote-40)
   1. DNSSEC at the authoritative Root Zone requires cooperation and collaboration
   2. General Requirements
   3. Security Authorization and Management Policy
   4. IT Access Control
   5. Security Training
   6. Audit and Accountability Procedures
   7. Physical Protection Requirements
   8. All Components
   9. Transition Planning
   10. IANA Functions Operator Interface Basic Functionality

**ANNEX B: SERVICE LEVEL AGREEMENTS FOR THE DELIVERY OF NAMING SERVICES**

1. C.2.1 [↑](#footnote-ref-2)
2. C.2.4 [↑](#footnote-ref-3)
3. C.2.6 [↑](#footnote-ref-4)
4. C2.7 [↑](#footnote-ref-5)
5. C.2.9.4 [↑](#footnote-ref-6)
6. Need to determine whether .INT should be included in this Agreement. [↑](#footnote-ref-7)
7. C.2.12.a [↑](#footnote-ref-8)
8. E [↑](#footnote-ref-9)
9. C.1.3 [↑](#footnote-ref-10)
10. C.7.1 [↑](#footnote-ref-11)
11. C.7.2 [↑](#footnote-ref-12)
12. C.7.3 [↑](#footnote-ref-13)
13. Consider applicability of this provision post-Transition. [↑](#footnote-ref-14)
14. C.8 [↑](#footnote-ref-15)
15. C.5.1 [↑](#footnote-ref-16)
16. C.5.2 [↑](#footnote-ref-17)
17. C.5.3 [↑](#footnote-ref-18)
18. C.5.4 [↑](#footnote-ref-19)
19. Annex S [↑](#footnote-ref-20)
20. Annex S [↑](#footnote-ref-21)
21. Annex S [↑](#footnote-ref-22)
22. In addition to full escalation path, need to tie to IRP process in ICANN Bylaws. [↑](#footnote-ref-23)
23. Consider handling section in CSC Charter and not in PTI Bylaws. [↑](#footnote-ref-24)
24. F.2 [↑](#footnote-ref-25)
25. Revised requirement C.2.2. [↑](#footnote-ref-26)
26. Annex S [↑](#footnote-ref-27)
27. Section 22.4(b)(i) of the ICANN Bylaws. [↑](#footnote-ref-28)
28. C.3 [↑](#footnote-ref-29)
29. Annex S. Note that H.2 differs significantly from Annex S. [↑](#footnote-ref-30)
30. H.10 [↑](#footnote-ref-31)
31. H.13 [↑](#footnote-ref-32)
32. Note that Annex S provides “ICANN shall indemnify, defend and hold harmless Contractor from all claims arising from Contractor’s performance or failure to perform under the ICANN-Contractor Contract”. [↑](#footnote-ref-33)
33. Note that Annex S provides “ICANN shall indemnify, defend and hold harmless Contractor from all claims arising from Contractor’s performance or failure to perform under the ICANN-Contractor Contract”. [↑](#footnote-ref-34)
34. For more streamlined SLA revision. [↑](#footnote-ref-35)
35. C.2.9 [↑](#footnote-ref-36)
36. C.2.8 [↑](#footnote-ref-37)
37. C.2.9.2 [↑](#footnote-ref-38)
38. C.4 [↑](#footnote-ref-39)
39. Appendix 2 [↑](#footnote-ref-40)