

Topics for Discussion with the IETF Trust

I. Organization and affairs of the IETF Trust that may affect the IANA IPR

1. Relationship between the IETF Trust, the IETF, and the Internet Society (ISOC).
 - a. What is the relationship between the IETF Trust and the IETF?
 - b. What roles and responsibilities do the IETF Trust and the IETF have with respect to the other?
 - c. What is the relationship between ISOC and the IETF and the IETF Trust?
 - d. What roles and responsibilities do ISOC, the IETF and the IETF Trust have with respect to each other?
2. To whom is the IETF Trust accountable, as a general matter?
3. How are the IETF Trust trustees selected and replaced, in the ordinary course? How long do they serve, typically?
4. Have the IETF Trust trustees entered into any written commitment letters with respect to their duties?
5. Have either the IETF Trust or the IETF has been involved in any litigation (as a plaintiff or defendant)?
6. Trust Meetings:
 - a. How regularly do the trustees meet?
 - b. Where do the trustees meet?
 - c. Is there an agenda for the meetings, and is there a way for community members to put topics on the agenda?
 - d. Are trust meetings open to observers?
 - e. What is the public record for trust meetings (recording, transcript, minutes, resolutions, etc.)?

II. Key Issues/Guiding Principles for discussion that ultimately are reflected in the License Agreement and Community Agreement

1. What is the IETF Trust's position on what compensation, if any, it should receive for owning, managing, and licensing the IANA IPR? From prior discussions, it was assumed that the IETF Trust was not seeking compensation. Please confirm.

2. How will the IETF Trust pay for (i) domain name renewals, and (ii) ongoing registration, maintenance, policing, enforcement and defense of the IANA IPR?
 - a. How does the IETF Trust currently handle these matters?
 - b. Should the Licensee (currently, ICANN) be responsible for some or all of these payments?
 - c. Why should the IETF Trust be entitled to retain all damages received as a result of enforcement of the IANA Marks, after the expenses of ICANN, PTI, CCG, the operational communities and the Trust are reimbursed?¹
 - d. Should the Licensee have the second right to enforce the IPR, and the right to retain damages if it enforces?
3. Clarify in the Community Agreement and the License Agreement that the IETF Trust does not have unilateral authority to make decisions regarding quality control and activities under the IPR.
4. Discuss term and termination rights. Should the IETF Trust have an independent right to terminate the licenses?
5. How would complaints by the IANA service provider that the IETF Trust breached its duties under the License Agreement be addressed?
 - a. What should the dispute resolution and escalation process be? Is there any reason it should not be binding? What should the potential outcomes be? How should an orderly process for termination and transfer of the IANA IPR away from the IETF Trust be ensured, if necessary?
6. What type of grievance or review process is available if any communities or constituencies have concerns regarding the IETF Trust's actions?
 - a. The Community Agreements should include oversight of the IETF Trust – when acting in its capacity as owner and steward of the IANA IPR – by the Operational Communities, so the IETF Trust is accountable to the Operational Communities.
 - b. Language should be inserted into the License Agreement under which the IETF Trust voluntarily submits to a binding dispute resolution process, and agrees to abide by the outcomes of that process, even if that outcome is to compel the IETF Trust to transfer ownership of the IANA IPR to a third party.
7. What should happen to the IPR in the event the IETF Trust is dissolved?

¹ See Section C.3.f of the Proposed Principal Terms.