

Draft 8 September 2016

___ September 2016

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

[Address]

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

Dear Chairman Crocker and President Marby:

This letter confirms the request of the Cross Community Working Group to Develop an IANA Stewardship Transition Proposal on Naming Related Functions (“**CWG**”) ~~on behalf~~for the benefit of those of its listed chartering organizations – the Country Code Names Supporting Organization (“**ccNSO**”), the Security and Stability Advisory Committee (“**SSAC**”), the Generic Names Supporting Organization (“**GNSO**”), the At Large Advisory Committee (“**ALAC**”) and the Governmental Advisory Committee (“**GAC**”) – that have affirmed or hereafter affirm in writing that they agree to be included herein (each a “**Consenting SO/AC**” and collectively, 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 AFRINIC Ltd (“**AFRINIC**”), APNIC Pty Ltd, (“**APNIC**”), American Registry for Internet Numbers, Ltd (“**ARIN**”), Latin American and Caribbean Internet Addresses Registry (“**LACNIC**”), Réseaux IP Européens Network Coordination Centre (“**RIPE NCC**”) (collectively, the “Number Resource Organization” (“**NRO**”) or the “**Numbers Community**”), and the Internet Engineering Task Force, an activity of the Internet Society, a District of Columbia non-profit corporation (the “**Protocol Parameter Community**”), a form of which is attached hereto as Schedule 1, ~~on behalf~~for the benefit of the Names Community. ICANN will only perform the responsibilities identified therein ~~on behalf~~for the Names Community as expressly set forth below or as expressly requested by the Names Community. Any capitalized terms used but not defined in this letter agreement have the meanings set forth in the Community Agreement.
2. The CWG, for so long as it exists, will act ~~on behalf~~for the benefit of the Names Community in connection with the Community Agreement, including when instructing ICANN in its role as signatory of the Community Agreement. In the event the CWG no longer exists, the Chairs of each of the Consenting SO/ACs, collectively and by

consensus, shall act ~~on behalf~~for the benefit of the Names Community in connection with the Community Agreement.

3. ICANN will follow the instructions of the Names Community related to the persons to be appointed as the initial CCG Representatives and the CCG Representative to be appointed as the initial CCG co-chair (“**CCG Names Co-Chair**”) ~~on behalf of~~for the Names Community. The process for selecting the CCG Representatives and CCG Names Co-Chair will be determined by the Names Community. The initial CCG Representatives and CCG Names Co-Chair appointed to represent the Names Community will be: [~~_____~~Lise Fuhr], [~~_____~~Jonathan Robinson], and [~~_____~~Greg Shatan], as CCG Names Co-Chair.
4. ICANN acknowledges that, pursuant to Section 2.3(d) of the Community Agreement, a communication from the CCG Names Co-Chair will be treated as a communication from the Names Community when the communication identifies itself as such.
5. After the appointment of the initial CCG Representatives and the CCG Names Co-Chair, all further actions or decisions to be taken by the Names Community under the Community Agreement will be made by the Names Community and communicated by the CCG Names Co-Chair pursuant to Section 2.3(d) and not by ICANN. In particular, ICANN will not pre-empt, interfere with or override any instruction of the Names Community communicated through the CCG Names Co-Chair regarding:
 - a. the appointment, removal or replacement of any CCG Representatives or CCG Names Co-Chairs;
 - b. a request 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;
 - c. a request 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;
 - d. notice to the IETF Trust 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;
 - e. 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; or

- f. any other decisions that are set forth in the Community Agreement as the responsibility of the Names Community. For clarity, this includes any communications made by multiple co-chairs ~~on behalf of~~for their respective Operational Communities.
6. Further, ICANN will not pre-empt, interfere with or override decisions by the CCG Representatives or CCG co-chair ~~on behalf of~~for the Names Community that are set forth as responsibilities of the CCG Representatives or CCG co-chair ~~on behalf of~~for the Names Community, as applicable, in the Community Agreement.
7. For any action required to be taken by ICANN as signatory of the Community Agreement, ICANN will act solely at the direction of the Names Community. If ICANN, in its reasonable discretion, determines that it is unable to act as directed by the Names Community, 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.
8. The Names Community may appoint another legal entity to act as signatory to the Community Agreement:
 - a. if ICANN and the Names Community are unable to come to consensus on a resolution under Section 7; or
 - b. if the Names Community decides to do so at any time, for any reason or no reason.

Upon the effective date of the appointment of a new signatory, ICANN will no longer be the signatory to the Community Agreement. ICANN will take all actions necessary or reasonably requested by the Names Community to give effect to the appointment of a new signatory.

[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 Naming Related
Functions, ~~on behalf~~for the benefit 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:

**INTERNET CORPORATION FOR
ASSIGNED NAMES AND NUMBERS**

By: _____

Name: _____

Title: _____

Date: _____

Schedule 1

Community Agreement

Summary report: Litéra® Change-Pro TDC 7.5.0.176 Document comparison done on 9/8/2016 10:19:46 PM	
Style name: Sidley Default	
Intelligent Table Comparison: Active	
Original DMS: iw://SIDLEYDMS/ACTIVE/217037225/7	
Description: Letter of Instruction from CWG to ICANN re Community Agreement	
Modified DMS: iw://SIDLEYDMS/ACTIVE/217037225/8	
Description: Letter of Instruction from CWG to ICANN re Community Agreement	
Changes:	
<u>Add</u>	15
Delete	15
Move From	0
<u>Move To</u>	0
<u>Table Insert</u>	0
Table Delete	0
<u>Table moves to</u>	0
Table moves from	0
Embedded Graphics (Visio, ChemDraw, Images etc.)	0
Embedded Excel	0
Format changes	0
Total Changes:	30