**DRAFT**

**ISSUES FLOWING FROM THE IANA FUNCTIONS CONTRACT[[1]](#footnote-1)**

The IANA functions contract between ICANN/IANA and the NTIA was reviewed by the CWG in order to, among other objectives, identify those provisions that likely need substantive change or improvement in any future IANA functions arrangement, and/or those provisions that may be linked to accountability and oversight

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| **Page** | **SECTION** | **SUBJECT** | **Likely Needs Improving**  | **Linked to Accountability & Oversight** | **Observations**  |
| **Issue: Need for Review of ICANN Contract Proposal of 2012** |  |  |
| 2 |  | The Contractor’s proposal dated May 31, 2102 and amended … is hereby incorporated by reference.  | **X** |  | The ICANN contract proposal[[2]](#footnote-2) needs to be reviewed to see determine if any provisions need to be continued.  |
| **Issue: Requirement that Contract Functions be Performed in USA** |  |
| 2 | **C.2.1** | …the Contractor shall perform the primary IANA functions of the Contract in the United States and possess and maintain throughout the performance of this contract, a physical address with the United States. | **X** |  | This provision will need consideration. |
| **Issue: Related to Accountability, Oversight and Policy Transparency** |  |
| 5 | **C.2.3** | …The Contractor may establish and collect fees from third parties provided the fee levels may charge parties for services are approved by the Contracting officer…. | **X** | **X** | This provision will need consideration. |
| 6 | **C.2.5** | **Separation of Policy Development and Operational Roles** – IANA functions staff not to become involved in policy development | **X** | **X** | This is a significant issue for the ccTLD community |
| 6 | **C.2.6** | **Transparency and Accountability** – must develop and post user instructions and technical requirements | **X** | **X** | This needs to be examined in conjunction with C.2.7 below as full transparency in documenting existing policies and explaining how they have been applied is central to accountability. |
| 6 | **C.2.7** | **Responsibility and Respect for Stakeholders** – must develop a process to document source of polices, how it will apply these and post to web | **X** | **X** | This needs to be examined in conjunction with C.2.7 below. |
| 6 | **C.2.8** | **Performance Standards** – must develop performance standards and post to web | **X** | **X** | A more elaborate form of Service Level Agreement (SLA) with IANA customers is likely required. |
| 7 | **C.2.9.2.c** | **Delegation and Redelegation of a Country Code Top Level -Domain (ccTLD)** | **X** | **X** | This provision may need strengthening. |
| 8 | **C.2.9.2.d** | **Delegation and Redelegation of a Generic Top Level Domain (gTLD)** | **X** | **X** | This provision may need strengthening. |
| 8 | **C.2.9.2.g** | **Customer Service Complaint Resolution Process (CSCRP)** | **X** | **X** | This provision may need review, perhaps in conjunction with C.2.8. |
| 9 | **C.2.10** | performance of IANA functions to be in compliance with C.8 | **X** |  | This provision may need strengthening. |
| 9 | **C.2.11** | NTIA to inspect all deliverables and reports before publication | **X** | **X** | This provision may need strengthening. |
| 10 | **C.4** | **PERFORMANCE METRIC REQUIRMENTS** | **X** | **X** | This provision may need review, perhaps in conjunction with C.2.8. |
| 10 | **C.4.1** | meetings | **X** | **X** | Same as above. |
| 11 | **C.4.2** | Monthly Performance Progress Report | **X** | **X** | Same as above. |
| 11 | **C.4.3** | Root Zone Management dashboard | **X** | **X** | Same as above. |
| 11 | **C.4.4** | Performance Standards Reports | **X** | **X** | Same as above. |
| 11 | **C.4.5** | Customer Service Survey | **X** | **X** | Same as above. |
| 11 | **C.4.6** | Final Report | **X** | **X** | Same as above. |
| 11 | **C.4.7** | Inspection and acceptance | **X** | **X** | Same as above. |
| **Issue: Management on .int TLD** |  |
| 9 | **C.2.9.4** | **Other services** – includes operation of .int and requirement to implement performance modifications | **X** |  | Someone, perhaps from the GAC, will need to examine how policy for .int should be developed and approved in future. |
| **Issue: Need for Amendments to Verisign Cooperative Agreement** |  |
| 7 | **C.2.9.2** | **Perform Administrative Functions Associated With Root Zone Management** | **X** |  | This provision refers to the tripartite process in which actual root zone changes can only be undertaken by Verisign on instructions from the NTIA, as provided for in the Cooperative Agreement between Verisign and the NTIA . This Cooperative Agreement will need to be amended to provide that Verisign accept instructions from someone either than NTIA, likely the IANA operator. |
| 8 | **C.2.9.2.f** | **Root Domain Name System Security Extensions (DNSSEC) Key Management** | **X** |  | Refers to the role played by Verisign under the Cooperative Agreement. See C.2.9.2 above. |
| 13 | **C.8.1** | Contractor not authorized to make changes to Root Zone; link to VeriSign Cooperative Agreement | **X** |  | References Verisign Cooperative Agreement. See C.2.9.2 above. |
| 14 | **C.8.2** | Contractor not to change policies and procedures or to establish methods for performing IANA functions  | **X** | **X** | This should be examined in conjunction with C.2.5 above. |
| 15 |  | **APPENDICES** |  |  |  |
|  | **1** | Authoritative Root Zone Management Process (diagram) | **X** |  | References Verisign Cooperative Agreement. See C.2.9.2 above. |
| 16 | **2** | Baseline Requirements for DNSSEC in the Authoritative Root Zone | **X** |  | References Verisign Cooperative Agreement. See C.2.9.2 above. |
| **Issue: Rights to Intellectual Property, Data arising from Contract Rest with NTIA** |  |
| 31 | **F.5** | Government rights to deliverables – deliverables become US Government property | **X** |  | This provision reserves rights all property for the US Government. A means of transferring these rights will need to be developed.  |
| 38 | **H.2** | Patent rights – government holds patent rights but contractor granted a licence.  | **X** |  | Same issue as above |
|  | **H.4** | Rights in data/copyright – government has unlimited rights to data produced under the contract | **X** |  | Same issue as above |
| 45 | **H.5** | Rights in data – existing works | **X** |  | Same issue as above |

1. A triage of the IANA contract was undertaken to identify these. The full contract is available at <http://www.ntia.doc.gov/files/ntia/publications/sf_26_pg_1-2-final_award_and_sacs.pdf> [↑](#footnote-ref-1)
2. See ICANN ‘s submission to NTIA at <http://www.ntia.doc.gov/other-publication/2012/icann-proposal> [↑](#footnote-ref-2)