***DRAFT***

**TRIAGE OF IANA FUNCTIONS CONTRACT[[1]](#footnote-1)**

* The current IANA functions contract between ICANN/IANA and the NTIA represents the responsibilities that ICANN/IANA has legally undertaken to perform. In any future arrangement, post NTIA transition, the core of these contract provisions, as well as the commitments that ICANN Made in 2011[[2]](#footnote-2), will need to be captured and given effect on a going forward basis.
* These contract provisions also represent a filter or checklist of issues that may need to be addressed or changed substantively as part of the post transition arrangement.
* The following triage attempts to separate the contract provisions into four categories:

1. Provisions that may be important to the choice of the overall proposal, so they may need to be discussed early in the process, for example intellectual property;
2. Provisions which likely need to be retained in a future arrangement to which NTIA will not be a party but which need not be reviewed early in the development of a transition proposal, for example the audit provisions;
3. Provisions that need not be retained as they are specific to US government contracting practices, for example H.16 “Certification Regarding Terrorist Financing”;

1. Provisions that are out of the CWGs scope: numbers and protocol parameters.

|  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- |
| **Page** | **SECTION** | **SUBJECT** | **A**  **Likely Retain but No Need for Early Discussion** | **B**  **Likely Need Not be Retained** | **C**  **Likely Need Discussion Early in Process** | **D**  **Out of Scope of CWG** |
| 1-2 |  | Summary/Cover pages |  |  | **X** |  |
| 3 | **B.2** | **COST/PRICE** | **X** |  |  |  |
|  | **B.3** | **PRE-AWARD SURVEY** | **X** |  |  |  |
| 4 | **C** | **DESCRIPTION / SPECS / WORK STATEMENT** | **X** |  |  |  |
|  | **C.1** | **BACKGROUND** | **X** |  |  |  |
|  | **C.1.1** | Contract is to maintain continuity and stability of IANA functions | **X** |  |  |  |
|  | **C.1.2** | History of functions |  | **X** |  |  |
|  | **C.1.3** | Contractor must develop constructive working relationships with all affected parties: ICANN stakeholders, IETF, IAB, RIRs, TLDs | **X** |  |  |  |
|  | **C.1.4** | Confidentially of data/information | **X** |  |  |  |
| 5 | **C.2** | **CONTRACTOR REQUIRMENTS** | **X** |  |  |  |
|  | **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** |  |
|  | **C.2.2** | must provide all personnel and materials; use due diligence in hiring, including background checks | **X** |  |  |  |
|  | **C.2.3** | may charge parties for services |  |  | **X** |  |
|  | **C.2.4** | required to perform IANA functions. Treat each with equal priority |  |  | **X** |  |
| 6 | **C.2.5** | **Separation of Policy Development and Operational Roles** – IANA functions staff not to become involved in policy development |  |  | **X** |  |
|  | **C.2.6** | **Transparency and Accountability** – must develop and post user instructions and technical requirements |  |  | **X** |  |
|  | **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** |  |
|  | **C.2.8** | **Performance Standards** – must develop performance standards and post to web |  |  | **X** |  |
|  | **C.2.9** | **Internet Assigned Numbers Authority (IANA) Functions** -- include (1) the coordination of the assignment of technical Internet protocol parameters; (2) the administration of certain responsibilities associated with the Internet DNS root zone management; (3) the allocation of Internet numbering resources; and (4) other services related to the management of the ARPA and INT top-level domains (TLDs). |  |  |  |  |
|  | **C.2.9.1** | **Coordinate The Assignment Of Technical Protocol Parameters including the management of the Address and Routing Parameter Area (ARPA) TLD** |  |  |  | **X** |
| 7 | **C.2.9.2** | **Perform Administrative Functions Associated With Root Zone Management** |  |  | **X** |  |
|  | **C.2.9.2.a** | **Root Zone File Change Request Management** | **X** |  |  |  |
|  | **C.2.9.2.b** | **Root Zone “WHOIS” Change Request and Database Management** | **X** |  |  |  |
|  | **C.2.9.2.c** | **Delegation and Redelegation of a Country Code Top Level -Domain (ccTLD)** |  |  | **X** |  |
| 8 | **C.2.9.2.d** | **Delegation and Redelegation of a Generic Top Level Domain (gTLD)** |  |  | **X** |  |
|  | **C.2.9.2.e** | **Root Zone Automation** | **X** |  |  |  |
|  | **C.2.9.2.f** | **Root Domain Name System Security Extensions (DNSSEC) Key Management** |  |  | **X** |  |
|  | **C.2.9.2.g** | **Customer Service Complaint Resolution Process (CSCRP)** |  |  | **X** |  |
|  | **C.2.9.3** | **Allocate Internet Numbering Resources** |  |  |  | **X** |
| 9 | **C.2.9.4** | **Other services** – includes operation of .int and requirement to implement performance modifications |  |  | **X** |  |
|  | **C.2.10** | performance of IANA functions to be in compliance with C.8 |  |  | **X** |  |
|  | **C.2.11** | NTIA to inspect all deliverables and reports before publication |  |  | **X** |  |
|  | **C.2.12.a** | ICANN to provide qualified program manager |  |  | **X** |  |
| 10 | **C.2.12.b** | assignment of key personnel | **X** |  |  |  |
|  | **C.3** | **SECURITY REQUIRMENTS** | **X** |  |  |  |
|  | **C.3.1** | secure systems | **X** |  |  |  |
|  | **C.3.2** | secure systems notification | **X** |  |  |  |
|  | **C.3.3** | secure data | **X** |  |  |  |
|  | **C.3.4** | security plan | **X** |  |  |  |
|  | **C.3.5** | Director of Security | **X** |  |  |  |
|  | **C.4** | **PERFORMANCE METRIC REQUIRMENTS** |  |  | **X** |  |
|  | **C.4.1** | meetings |  |  | **X** |  |
| 11 | **C.4.2** | Monthly Performance Progress Report |  |  | **X** |  |
|  | **C.4.3** | Root Zone Management dashboard |  |  | **X** |  |
|  | **C.4.4** | Performance Standards Reports |  |  | **X** |  |
|  | **C.4.5** | Customer Service Survey |  |  | **X** |  |
|  | **C.4.6** | Final Report |  |  | **X** |  |
|  | **C.4.7** | Inspection and acceptance |  |  | **X** |  |
|  | **C.5** | **AUDIT REQUIREMENTS** | **X** |  |  |  |
|  | **C.5.1** | Audit data | **X** |  |  |  |
| 12 | **C.5.2** | Root Zone Management Audit Data | **X** |  |  |  |
|  | **C.5.3** | External Auditor | **X** |  |  |  |
|  | **C.5.4** | Inspection and Acceptance | **X** |  |  |  |
|  | **C.6** | **CONFLICT OF INTEREST REQUIREMENTS** | **X** |  |  |  |
|  | **C.6.1** | maintenance of conflict of interest policy and avoidance of situations that may create, or give appearance of, conflict | **X** |  |  |  |
| 13 | **C.6.2** | Conflict of Interest Officer | **X** |  |  |  |
|  | **C.6.2.1** | policy on conflict of interest to be distributed | **X** |  |  |  |
|  | **C.6.2.2** | employees and contractors to provide disclosures | **X** |  |  |  |
|  | **C.6.2.3** | disclosures to be updated regularly | **X** |  |  |  |
|  | **C.6.2.4** | report to be published | **X** |  |  |  |
|  | **C.6.2.5** | organizational conflict of interest | **X** |  |  |  |
|  | **C.7** | **CONTINUITY OF OPERATIONS** | **X** |  |  |  |
|  | **C.7.1** | requirements for redundancy | **X** |  |  |  |
|  | **C.7.2** | contingency plans | **X** |  |  |  |
|  | **C.7.3** | transition to successor contractor | **X** |  |  |  |
|  | **C.8** | PERFORMANCE EXCLUSIONS | **X** |  |  |  |
|  | **C.8.1** | Contractor not authorized to make changes to Root Zone; link to VeriSign Cooperative Agreement |  |  | **X** |  |
| 14 | **C.8.2** | Contractor not to change policies and procedures or to establish methods for performing IANA functions |  |  | **X** |  |
|  | **C.8.3** | Relationship to other contracts | **X** |  |  |  |
| 15 |  | **APPENDICES** |  |  |  |  |
|  | **1** | Authoritative Root Zone Management Process (diagram) |  |  | **X** |  |
| 16 | **2** | Baseline Requirements for DNSSEC in the Authoritative Root Zone |  |  | **X** |  |
| 26 | **D** | **PACKAGING AND MARKING** (blank) |  | **X** |  |  |
| 27 | **E** | **INSPECTION AND ACCEPTANCE** | **X** |  |  |  |
| 30 | **F** | **DELIVERIES AND PERFORMANCE** | **X** |  |  |  |
|  | **F.1** | Period of performance | **X** |  |  |  |
|  | **F.2** | Place of performance | **X** |  |  |  |
|  | **F.3** | Distribution of deliverables | **X** |  |  |  |
|  | **F.4** | Deliverables – summary of deliverables and due dates | **X** |  |  |  |
| 31 | **F.5** | Government rights to deliverables – deliverables become US Government property |  |  | **X** |  |
|  | **F.6** | Government review of deliverables | **X** |  |  |  |
|  | **F.7** | Required deliverables | **X** |  |  |  |
| 32 | **F.8** | Meetings – program reviews scheduled monthly and site visits annually | **X** |  |  |  |
| 33 | **G** | **CONTRACT ADMINISTRATION DATA** |  | **X** |  |  |
|  | **G.1** | Authority of contracting officer and appointment of contracting officer |  | **X** |  |  |
| 35 | **H** | **SPECIAL CONTRACT REQUIRMENTS** |  |  |  |  |
|  | **H.1** | Audit and records | **X** |  |  |  |
| 38 | **H.2** | Patent rights – government holds patent rights but contractor granted a licence. |  |  | **X** |  |
| 43 | **H.3** | reserved(blank) |  | **X** |  |  |
|  | **H.4** | Rights in data/copyright – government has unlimited rights to data produced under the contract |  |  | **X** |  |
| 45 | **H.5** | Rights in data – existing works |  |  | **X** |  |
|  | **H.6** | Bankruptcy – government to be notified | **X** |  |  |  |
| 46 | **H.7** | Printing of contract |  | **X** |  |  |
|  | **H.8** | Listing of key personnel and requirement for government consent to changes | **X** |  |  |  |
| 47 | **H.9** | Organizational conflict of interest | **X** |  |  |  |
| 48 | **H.10** | Requirement to keep information confidential | **X** |  |  |  |
| 49 | **H.11** | Compliance with applicable laws | **X** |  |  |  |
|  | **H.12** | Certification that works performed is not being paid for under any other government contract |  | **X** |  |  |
|  | **H.13** | Government saved harmless from liability | **X** |  |  |  |
|  | **H.14** | Identification of contractor personnel in meetings |  | **X** |  |  |
| 50 | **H.15** | Notice requirement regarding insolvency investigation |  | **X** |  |  |
|  | **H.16** | Certification regarding terrorist financing |  | **X** |  |  |
| 52 | **I** | **CONTRACT CLAUSES** |  |  |  |  |
|  | **I.1 – I.70**  **ex I.57-I.59** | Incorporation of US Government standard contract clauses |  | **X** |  |  |
| 58 | **I.57** | No fee payable for services under contract |  |  | **X** |  |
|  | **I.58** | Contractor may be required to perform services for additional 6 months |  |  | **X** |  |
|  | **I.59** | Option to extend term of contract, to an overall maximum of seven years. |  |  | **X** |  |

1. 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)