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| **IANA NAMING FUNCTIONS CONTRACT SECTION**  <https://pti.icann.org/agreements> | **QUESTIONS TO THE CSC (FROM THE IANA NAMING FUNCTIONS REVIEW TEAM)** |
| Article IV, Section 4.3 (d): Scope of the IANA Naming Function    Provision of other services and implementation of modifications in performance of the IANA Naming Function, in each case upon ICANN’s request and in conformance with applicable policies and procedures. | 1. Does the CSC believe there are processes to address each area where performance of the IANA Naming functions might require changes?    2. For modification processes that do exist (relevant to the CSC is the SLA change procedure) are you satisfied with the procedure? Has the procedure been invoked and was it successful? |
| Article VII, Section 7.2: Performance Monitoring     1. So long as the CSC exists pursuant to ICANN’s Bylaws, Contractor acknowledges and agrees that the CSC is entitled to monitor Contractor’s performance under this Contract (including the SOW) in accordance with ICANN’s Bylaws. 2. Contractor shall provide reports to the CSC as contemplated by the SOW. 3. Contractor shall act in good faith to resolve issues identified by the CSC. 4. Contractor acknowledges that the CSC shall be empowered to escalate identified areas of concern as set forth in ARTICLE VIII.   AND  Annex A, 3 (b): Monthly Performance Progress Report    Contractor shall prepare and submit reports as mutually agreed between Contractor and the CSC. | 3. Does the CSC believe it receives reports covering all performance areas within the CSC's remit?    4. Does ICANN/PTI respond to any report changes that the CSC has ever requested in order to ensure the reports cover the IANA Naming function performance accurately  5. Has PTI provided the CSC with reports that enable the CSC to fulfill it's remit and this section of the contract?    6. Are the reports provided in a timely manner?  7. Has the CSC needed to in-act the Remedial Action Procedure (called RAPs, this is the escalation process), and if so, how did PTI (& ICANN) react?  8. Has the CSC found other issues not covered by the Remedial Action Procedure, that required PTI’s (& ICANN’s) response? If so, what are the details? |
| Article VIII, Section 8.1: Complaint Resolution Process    (a) If Contractor receives a customer service complaint from a customer (a “Complaint”), Contractor will review the Complaint and attempt to resolve it to the reasonable satisfaction of the person or entity who brought the Complaint (the “Complainant”) as soon as reasonably practicable. If the Complaint is not so resolved, the Complainant may escalate the matter in writing to Contractor’s management team, in which case Contractor shall notify the CSC. If the Complaint is still not resolved, the Complainant or the President of Contractor may escalate the matter in writing to ICANN’s Ombudsman.  (b) If (i) a Complainant is a customer and (ii) after completing the escalation process provided for in Section 8.1(a), the Complaint is still not resolved, then (A) the CSC may conduct a review to determine whether the Complaint is subject of a persistent performance issue of Contractor or an indication of a systemic problem with Contractor’s performance of the IANA Naming Function pursuant to the terms of this Contract (a “Performance Issue”) and (B) the Complainant may (x) request mediation, which shall be conducted in a manner consistent with the terms and process set forth below in Section 8.1(c) and (y) if the issue is not resolved following such mediation and the Complaint meets the requirements of the Independent Review Process, initiate an Independent Review Process (as defined in the ICANN’s Bylaws). If the CSC determines that a Performance Issue exists, the CSC may seek remediation of the Performance Issue through the IANA Problem Resolution Process described in Section 8.2.  (c) Customer Mediation Process. Etc. etc. | 9. Have known customer complaints been resolved to the CSC's satisfaction?    10. What types of complaints has the CSC received?    11. Has the CSC uncovered any systemic problems with the IANA Naming Function services through these complaints? If so, did PTI fix this issue? |
| Article IX, Section 9.3: Transition    (a) Contractor shall develop and maintain, with ICANN input, a plan in place for transitioning the IANA Naming Function to a successor provider to ensure an orderly transition while maintaining continuity and security of operations, including in connection with the nonrenewal of this Contract and/or divestiture or other reorganization of PTI by ICANN as contemplated by ICANN’s Bylaws. The transition plan shall be submitted to ICANN and posted to the IANA Website within 18 months after the Effective Date. The plan shall thereafter be reviewed annually and updated as appropriate.  (b) Contractor shall provide support and cooperation to ICANN, and to any successor provider of the IANA Naming Function, in order to effect an orderly, stable, secure and efficient transition of the performance of the IANA Naming Function.  (c) Contractor agrees to be engaged in the transition plan and to provide appropriate transition staff and expertise to facilitate a stable and secure transition of the IANA Naming Function to a successor provider.  (d) ICANN, in conjunction with the CSC as necessary, shall review the transition plan at least every five years. | 12. Has the CSC reviewed PTI's Transition Plan, the plan to transition IANA services to another entity? |