

	Initial post	Issue	Comment/Summary of comment	Action Taken
1	Pindar Wong, 1 May 2015	Arbitration	Article 13.2.1.b Suggested that there is a typo: Change "The Secretariat or the Court" to "The Secretariat of the Court"	This is not a typo. Arbiters may be appointed by either the Court or the Secretariat (see Art 13(2) of the ICC Arbitration rules).
2	Pindar Wong, 2 May 2015	Footnotes	With respect 'Interpretation' to 1.2.1. pg 3, may I confirm with the Legal Team that it is their intention to a) separate the footnotes 1-11 (pgs 25-31) from the final agreement or b) if the footnotes are to be included that 1.2.1 be amended for absolute clarity to read 'headings *and footnotes* are for convenience only and do not affect interpretation;'	The footnotes are for readers' convenience and they are not intended to be part of the final SLA. They will be removed from the final version.
3	Richard Hill, 4 May 2015	Fees	Article 5.2 For what period of time is the maximum \$100? Per year, per month, or what? This should be specified	Agreed – Both the amount and period of time should be specified. The revised SLA has a blank to be filled in based on discussions between the RIRs and ICANN of actual service costs.
4	Richard Hill, 4 May 2015 Andrei Robachevsky, 11 May 2015	IPR issues	Alignment with what the CRISP proposal's provisions on IANA trademark and domain name and on IANA Number registries	This is intentional. The SLA is between the RIRs and ICANN and only pertains to provision of IANA numbering services. The IPR issues are under discussion between the various communities and hence further details are not available at this time.
5	Richard Hill, 4 May 2015	Arbitration	Article 13.2.1 regarding (b), it is not clear what it means to "have technical and legal or judicial backgrounds, and Internet experience". This is a vague criterion	Language clarified to read: "have technical and legal or judicial backgrounds, familiarity with application of California contract law, and experience with the Internet industry and Internet governance". In addition, the provision now contemplates the ability of the parties to agree on a panel of arbitrators, without the intervention of the Secretariat, if possible, in the first instance. Prior to finalisation the article will be reviewed by external lawyers.

6	Richard Hill, 4 May 2015	Arbitration	<p>Article 13.2.1. - regarding (c), it may happen that the parties strike so many arbitrators that there are fewer than 3 left. The usual procedure for a 3-member panel, and the one foreseen by the ICC Rules, is for each party to name one arbitrator, and for the ICC to name the presiding arbitrator. I would strongly suggest to stick with this procedure, or to specify that the presiding arbitrator will be named by the two party arbitrators, which is a perfectly acceptable method under the ICC Rules. I would propose to delete the existing (a) through (d) and to replace as follows:</p> <p>(a) There shall be three arbitrators. Or: (a) There shall be three arbitrators. (b) Each party (ICANN on the one hand and the RIRs involved in the dispute on the other hand) shall nominate one arbitrator. (b) The presiding arbitrator shall be nominated by the two party-appointed arbitrators. (d) The other provision of the ICC Rules regarding Constitution of the Arbitral Tribunal shall apply.</p>	<p>The provision in subsection (b) now provides for the ability of the Parties to mutually agree on a panel of arbitrators and then to utilize the strikeout method if no agreement can be made.</p> <p>We believe that this system is the fairest for the RIRs and supports regional diversity.</p> <p>The text has been modified for clarity.</p> <p>Prior to finalisation the article will be reviewed by external lawyers.</p>
7	Richard Hill, 4 May 2015	Arbitration	<p>Article 13.2.4</p> <p>Paris is an acceptable seat for the arbitration, but I would have thought that it would have been preferable to specify a seat whose courts work in English (in particular in light of article 13.4). The obvious choices would be London, UK, or New York, New York, USA.</p> <p>If you don't mind litigating in a language other than English, then Geneva, Switzerland, would be a good choice, since the Swiss case-law regarding litigation of arbitration cases is well established and quite restrictive.</p> <p>If you do stick with Paris, it should read "Paris, France", to avoid any possible ambiguity.</p> <p>Supported by Bill Woodcock, 13 May 2015</p>	<p>Paris is selected because it is the seat of the ICC.</p> <p>To address possible concerns about the location: The language of the arbitration will be in English (art 13.2.5). The litigation of the arbitration ruling may take place in any court of competent jurisdiction, not just France (art 13.3). The Arbitration Location can be changed to a mutually agreed upon alternate location. (art 13.2.4)</p> <p>The text was modified and now reads "Paris, France".</p> <p>Prior to finalisation the article will be reviewed by external lawyers.</p>

8	Richard Hill, 4 May 2015	Arbitration	<p>Article 13.3</p> <p>This is superfluous. Also, it is highly unlikely that anybody would file for enforcement in the country of the seat of arbitration (for example France), because none of the parties are located in that country.</p> <p>I suggest deleting this article: it is covered by the New York Convention.</p>	<p>We believe that it is important to have this provision to avoid any potential ambiguity and for flexibility.</p> <p>Prior to finalisation the article will be reviewed by external lawyers.</p>
9	Richard Hill, 4 May 2015	Jurisdiction	<p>Article 14.1</p> <p>Given that, to date, there are no proposals to move IANA or ICANN out of the USA, the effect of this article is that the laws of the USA will apply to the agreement.</p> <p>That is, in my view, highly problematic, because the USA could pass laws (e.g. sanctions) that could force the IANA operator to do things other than what is requested by the RIRs.</p> <p>In my view, it is important that the agreement be subject to the laws of a neutral country, for example Switzerland.</p> <p>Disagreement expressed by Jim Reid, 5 May 2015 and by John Curran</p>	<p>We believe it is important to have a governing law that has capacity and capability of enforcing the terms of this agreement. A Court in Switzerland, by way of example, does not have jurisdictional reach over ICANN.</p>
10	Andrei Robachevsky, 11 May 2015	Service	<p>Article 4.1</p> <p>What is the reason for including the registries described in RFC 1918?</p> <p>Supported by John Curran, 11 May 2015</p>	<p>Agreed.</p> <p>The text has been amended accordingly.</p>
11	Andrei Robachevsky, 11 May 2015	Service	<p>Article 4.2</p> <p>What if a request by an RIR doesn't conform to the relevant global policy? Does this article cover such situation sufficiently? Otherwise, it seems that the following clause can be effected: "If the request is not satisfied twenty (20) Business Days after the initial submission, the RIR may consider this as a failure to perform and Article 9 is applicable"</p>	<p>Valid point – IANA operator should only be bound for proper/valid requests. Added qualifier to apply only to "valid" requests.</p>

12	Douglas Onyango, 12 May 2015	Background	<p>(A) ICANN, by virtue of a contract with the US Government, has for some time been performing the functions of the Internet Assigned Numbers Authority (IANA).</p> <p>I find the use of "some time," in a binding document improper and setting bad precedent. I suggest we replace it with actual figures - unless we can't ascertain the facts.</p> <p>Supported by Bill Woodcock, 13 May 2015</p>	<p>Agreed.</p> <p>The text has been amended accordingly.</p>
13	Douglas Onyango, 12 May 2015 Bill Woodcock, 13 May 2015	Background	<p>(G) The Parties each commit individually to abiding at all times by the results of their respective Policy Development Processes.</p> <p>The development, implemented and compliance to RIR Policy Development Process has been the remit of the RIR and its community. I am not sure why we want to change this, and what bearing it could possibly have on the draft SLA. I also don't see the ramifications of noncompliance anywhere. I suggest we drop this on account of relevance and enforceability.</p> <p>Supported by Bill Woodcock, 13 May 2015</p> <p>Disagreement expressed by Richard Hill, 13 May 2015</p>	<p>Non-enforceable provisions describing the background are common practice in contracts and we believe it is preferable to have them in the SLA</p>
14	Douglas Onyango, 12 May 2015	Service	<p>4.2.1 - a. The RIR will submit an initial request for Internet Number Resources to the Operator by electronic mail (e-mail).</p> <p>The shape and form of this email is not specified here, neither is the discretion to prescribe it left with any party. I suggest we allow the operator to prescribe a mutually acceptable format. We could further include a mechanism for communicating this format in case it changes.</p>	<p>Agreed.</p> <p>The text has been amended accordingly.</p>

15	Douglas Onyango, 12 May 2015	Service	<p>4.2.1 - c -i: allocate the requested Internet Number Resources to the RIR within four (4) Business Days from the date of the acknowledgment of receipt of the initial request by the Operator, or receipt of the additional information if requested, whichever is later;</p> <p>My interpretation of this is that 100% of all requests must be completed within 4 business days after acknowledgement or receipt of additional information - without deviations. (1) this doesn't appear to cater for those times when multiple request for additional information will be made (2) I am also not sure how practical it is to respond to all requests within 4 business days, especially when requests are at their peak. Given the very ominous ramifications of failure to meet this target, I suggest we ascertain practicality and also consider reducing the compliance to say 85-90% of requests.</p>	<p>About (1) the provision does not restrict the ability of the Operator to request additional information only once. The calculation of the four Business Days will begin every time the RIRs submit the requested additional information.</p> <p>About (2) 4 business days is reasonable and gives the parties certainty</p>
16	Douglas Onyango, 12 May 2015	Reports	<p>6.2. Obligation to Issue Reports: The Operator shall perform the function as described in Article 4 and shall be obliged to yearly issue reports illustrating its compliance with the obligations described in Articles 4 and 6.1.</p> <p>Issuing reports is an operational matter and I see no reason why we should wait a whole year for this. The reports, especially the compliance to response and fulfillment time for requests should be made available much sooner so as to facilitate immediate remedial action. I suggest we either submit two reports with one monthly operational report and then some kind of annual reports, or just have a compliance reports every 90 days.</p> <p>Idea supported by Bill Woodcock, 13 May 2015: Suggested quarterly reports but expressed disagreement on a following email on 13 May 2015</p>	<p>Given the minimal number of contemplated transactions we do not believe that the frequency of reports suggested is warranted. However we have amended the clause to "six months" instead of "yearly".</p>

17	Douglas Onyango, 12 May 2015	Reviews	<p>8.3 Performance of Reviews: The Operator must comply with the request by providing the requested information within working days.</p> <p>253 working days can be considered working days too!! I suggest we change this to more accurately capture the intent. My suggestion is 5 working days. This should be sufficient given that most of this data should already be available and the only requirement is putting it in whatever format it has been requested</p> <p>Supported by Bill Woodcock, 13 May 2015</p>	<p>Agreed.</p> <p>The text has been amended accordingly.</p>
18	Bill Woodcock, 13 May 2015	Background	<p>(B) is a no-op, and can be axed without detrimental effect.</p> <p>Disagreement expressed by Richard Hill, 13 May 2015</p>	<p>Non-enforceable provisions describing the background are common practice in contracts and we prefer to have them in the SLA</p>
19	Bill Woodcock, 13 May 2015	Background	<p>(C) mistakenly refers to ICANN, rather than the IANA Numbering Function Operator. That must be changed.</p>	<p>Agreed.</p> <p>The text has been modified accordingly.</p>
20	Bill Woodcock, 13 May 2015	Background	<p>(D) seems nice, but is a no-op in the context of this document... How is it relevant to the level of service that we're contracting to receive? I suggest we axe it.</p> <p>Disagreement expressed by Richard Hill, 13 May 2015</p>	<p>Non-enforceable provisions describing the background are common practice in contracts and we prefer to have them in the SLA</p>
21	Bill Woodcock, 13 May 2015	Background	<p>(E) is worded in the present tense, but if it's really just historical background, it may not be true or relevant in the future. Again, I don't see it contributing positively to the function of this particular document, so I suggest we axe it. Besides, it's worded so confusingly that I can't even tell whether it's a true statement.</p>	<p>Non-enforceable provisions describing the background are common practice in contracts and we prefer to have them in the SLA.</p> <p>No issues with changing the tense. The text has been modified accordingly.</p>
22	Bill Woodcock, 13 May 2015	Background	<p>(Fiii) the word "consumer" should be deleted. It's an unnecessary constraint on the statement, and will probably needlessly annoy civil society. Save annoying civil society for when it's needful or funny.</p>	<p>Agreed.</p> <p>The text has been amended accordingly.</p>

23	Bill Woodcock, 13 May 2015	Background	(Fv) says both “multi-stakeholder” (which I think we can safely spell without a hyphen, now) and “private sector led.” Those are contradictory in the sense that multistakeholderism does not specially privilege the private sector, however you define it, over other stakeholders. I suggest we retain “multistakeholder” and omit “private sector led.” Also, we can delete “that acts” since it contributes nothing to the sentence.	Agreed in substance. The text has been amended to reflect the substantive suggestion.
24	Bill Woodcock, 13 May 2015	Background	(H) is not background, it’s an Agreement, which should be in the body of the document, if it’s retained. But I don’t see any reason to retain it, since it’s not actionable. Disagreement expressed by Richard Hill, 13 May 2015	Non-enforceable provisions describing the background are common practice in contracts and we prefer to have them in the SLA
25	Bill Woodcock, 13 May 2015	Definitions	“The Service” is not defined. It should reference the “IANA Numbering Services” definition, so “The Service” will be meaningful and sufficient throughout the rest of the document, particularly with reference to section 4.1 and thereafter.	The description of the service is reflected in Article 1.1 (IANA Numbering Services) and Article 4.1-new 4.2) along with reference to an Annex that will demonstrate current IANA business practices. Headings are for convenience only (see Article 1.2.1), however the text has been amended for clarity.
26	Bill Woodcock, 13 May 2015	Definitions	Parties contains a redundancy. It should read "Parties: The RIRs and the Operator collectively" Disagreement expressed by Richard Hill, 13 May 2015	This is a typo. The definition should indeed read as suggested.
27	Bill Woodcock, 13 May 2015	Definitions	RIR Policies may be overly-constrictive in its wording. It seems quite conceivable that an RIR should develop a policy that was not to do with Internet number resources, at some point. I think deleting the phrase “Internet number resource” from the definition would make it more accurate.	It should be very clear that only policies developed through the Global Policy Development Process should be recognised as RIR policies. "RIR policies" has been replaced by "Global RIR policies" throughout.

28	Bill Woodcock, 13 May 2015	Definitions	IANA Number Registries contains a recursive definition problem, essentially... We list the registries, then we say that they're listed at a URL, which is not itself defined as a "registry" in the sense of something that must be contractually maintained. If we mean that _at the time of this draft_ the list we provide in the definition agreed with a list found at that URL, that might well be a true statement, but not really relevant. If we mean to say that whatever appears at that URL in the future should be understood to override this definition, then we've got a problem on our hands. Much safer not to reference an external URL in this instance, so we don't also have to define responsibilities around maintenance of what goes at that URL.	Agreed. The text has been amended accordingly.
29	Bill Woodcock, 13 May 2015	Definitions	RIR Community is, right now, not worded clearly enough to be meaningful, but the direction it seems to be going doesn't seem terribly useful. I suggest: "The collective representation of the community of Internet number resource stakeholders, represented through participation in the Regional Internet Registry processes." Disagreement expressed by Richard Hill, 13 May 2015	This definition is taken from the CRISP proposal. Therefore no change.
30	Bill Woodcock, 13 May 2015	Definitions	1.1 Definitions: Internet Number Resources is accurate today, but I believe we're hoping this document will have a significant lifetime. So perhaps a broader definition, more inclusive of future registries, would be useful.	In the event that the parties agree to incorporate additional registries in the future, then it would be preferable to document such agreement in the future. No change made.
31	Bill Woodcock, 13 May 2015	Definitions	Business Day; this is nit-picky, but if we're trying to not be arbitrarily exclusive, saying "Monday through Friday" assumes that no future Operator will be based in any of the many countries that use a Sunday through Thursday work-week. I think "business day" is sufficiently self-explanatory that we don't need to define it, and if we're going to define it, we should just say that it's a 24-hour period that contains a normal working day in the principle place of business of the operator. Or, we should talk about calendar days rather than business days, throughout the document. Which I would find much more useful, frankly.	In the event that a new Operator has issues with Monday to Friday, then the parties can agree to amend the document accordingly. For the time being, we believe that using Business Days, as defined here, gives the best certainty to both the parties. No change made.

32	Bill Woodcock, 13 May 2015	Priority of IANA Numbering Services	2.2 Priority of IANA Numbering Service assumes that the Operator is the Operator of other IANA functions, which we've explicitly said that we don't assume. I suggest we say: "The Operator shall treat the IANA Numbering Services with priority at least equal to that of other functions or lines of work it may perform, and process all IANA Numbering Services requests promptly and efficiently."	The provision does not specify the other function that the Operator may perform. However the text has been modified for clarity.
33	Bill Woodcock, 13 May 2015	RIRs joint exercise of powers	3.3 Exercise of powers may be overly limiting, since what we're really trying to do here is bind the Operator to the Community's will, and the RIRs are merely the conduit of that will, and the signatories of convenience. Having, essentially, any one of five unelected individuals be able to veto enforcement of an obligation to the global community seems imprudent, to me.	The RIRs are acting through their authorised representatives that are accountable to their communities. Therefore no change.
34	Bill Woodcock, 13 May 2015	Service	4.1 The Service uses a ton of undefined jargon. What does "be responsible for" mean? What do "allocated and unallocated" mean in the context of this document? What is "ASN space?" Which "established guidelines" are we talking about, if not the RIR Policies? What does "distribute" mean? When we say "routine," what are we contrasting that with? What does "downstream" mean? "Providers" of what, and why are we calling them that, if they're not providing anything in the context of this agreement? Why are we referring to RIRs as "registries" in this one instance, when Registries is already a meaningful term, that means something else? Strictly speaking, isn't it the RIRs and the IETF who are "directing" special purposes, while the Operator is merely following that direction and performing the allocation? All of these things sound meaningful, yet they're not explicitly defined within the context of this document, so they create unnecessary ambiguity and open the door to misinterpretation. This paragraph should be the heart of the document, and it's presently unacceptably mediocre. It needs a <u>lot</u> of tuning up, and I believe that to be a high priority.	The text has been amended.
35	Bill Woodcock, 13 May 2015	Service	4.2.1.b doesn't say anything about checking to make sure that policy has been followed in formulating the request. Either the Operator needs to do that, or the Operator needs to receive the request from the NRO rather than an individual RIR, and it needs to come with the NRO's assurance that policy has been followed. Or we need to explicitly ditch the "policy-following verification" responsibility.	Valid issue – SLA text clarified that IANA Operator needs to verified that the request is valid.

36	Bill Woodcock, 13 May 2015	Fees	5.1 It seems like we should either define a maximum overhead rate (20% above direct costs?) or a flat overhead rate. Otherwise we get into all the accounting silliness of fully-loaded salaries and so forth.	Agreed. However the suggestion overcomplicates the clause. The protection comes from 5.2 which sets a ceiling. This provision has been amended slightly for better clarity, but we expect that this provision may be further amended after discussions with the Operator.
37	Bill Woodcock, 13 May 2015	Fees	5.2 Maximum Reimbursement per request? Per year? Per RIR? In sum total ever? What's the multiplier on the \$100 cap?	The amount is for all five RIRs, per calendar year. The provision has been amended for better clarity, but may be further amended after discussions with the Operator.
38	Bill Woodcock, 13 May 2015	Reports	6.2 Obligation to Issue Reports "The Operator shall perform the function as described in Article 4" is a no-op, and should be axed. The subject of the section is reports, not further reaffirmation of section 4. Disagreement expressed by Richard Hill, 13 May 2015	This description is needed for legal clarity reasons. However it has been moved to Article 4 (see new 4.1)
39	Bill Woodcock, 13 May 2015	Security	7.1.5 Director of Security shall be one of the key personnel. One of? No others are defined anywhere else in the document.	This article is intended to deal with security and it is reasonable within the context of preserving security. We see no reason to define any other key personnel that may be assigned to this agreement Therefore no change.
40	Bill Woodcock, 13 May 2015	Performance	7.2 Performance Metric Requirements: There being more than one, "Metric" should be pluralized.	The heading has been changed.
41	Bill Woodcock, 13 May 2015	Performance	7.2.1 Monthly Performance Progress Report: I suggest we add: "In months in which the Operator performs no work, a simplified report may be issued, so stating without further elaboration.	We maintain that the reports should be issued periodically. If there is no activity the report should say so.
42	Bill Woodcock, 13 May 2015	Reviews	8.3 Performance of Reviews:... "within [undefined number of] working days." Also, the current wording of 8.3 does not allow for postponement or cancellation by mutual agreement, and it should.	The number of days has been defined. With regards to the second suggestion it is a well defined principle of contract law that the parties can always agree to vary a provision in a contract without having to state that in the agreement. Therefore no change.
43	Bill Woodcock, 13 May 2015	Term	10.1 Term: Automatic renewal? Where did that come from? I have no problem with a five-year term, but only if it comes with a recompute. Principle 8 implies a recompute, and our CRISP Team conversations were based on that assumption, yet this SLA does not implement it, and implements an automatic renewal _which was not discussed_ instead. This seems like the only dramatic departure from the Principles to me.	Either of the parties may opt not to renew the agreement by providing notice at least six months prior to the expiration of the then-current term (Article 10.2 - new 10.3). The CRISP team confirmed that this article is in compliance with the CRISP proposal. Therefore no change.
44	Bill Woodcock, 13 May 2015	Continuity	11.2.3 is nice, but seems like micromanagement, to me.	This comes from the NTIA contract. Therefore no change.

45	Bill Woodcock, 13 May 2015	IPR issues	12.1.1 Have we had a review of whether this passes muster in most legal systems? That is, the holding of intellectual property rights by someone other than the party performing the service? IANAL, and don't have any useful knowledge in this area; I remember someone brought it up as an objection, and I think we surmised that it wasn't a problem, based upon observed trademark franchise licensing, etc. But it would be good if people with legal backgrounds in different legal regimes could chime in on whether we need to receive and hold the IP, or whether we need a requirement that the Operator transfer the IP to the Successor directly.	<p>The right to a trademark can be granted to the one that holds the registration of the trademark with the relevant registration office (e.g. the U.S. Patent and Trademark Office).</p> <p>The one holding the registration may issue licenses to other parties in order for them to legitimately use the trademark.</p> <p>In our case the trademark may be held by a certain identified organisation (e.g. IETF Trust) and the IANA operator may be eligible to a license for the use of the trademark.</p> <p>There is no change to the article. However, this article will be reviewed by external lawyers prior to signing.</p>
46	Bill Woodcock, 13 May 2015	IPR issues	12.3 Rather than "may be provided" I think we need "shall be provided as necessary."	On consideration, we have decided not to change the level of proscription in this case.
47	Bill Woodcock, 13 May 2015	Arbitration	13.2.1(c): Each Party will be able to strike arbitrator candidates in ALTERNATING order...	<p>Agreed.</p> <p>The text has been amended accordingly.</p>
48	Bill Woodcock, 13 May 2015	Arbitration	13.3 Litigation may be filed in a court located in the Arbitration Location: Sure, it MAY be, but why WOULD anyone bother to do so, rather than in a court in one of the Parties' locations? This is another no-op. Axe please. Same verbiage in 13.4, same problem.	This provision is intended to prevent a party from raising the <i>forum non conveniens</i> principle. Standard practice, therefore no change.
49	Jim Reid, 13 May 2015	Background	(A): Suggested text: "ICANN has performed the functions of the Internet Assigned Numbers Authority (IANA) as a result of a contract with the US government."	The language as written conveys the same message. No change.

50	David Conrad, 8 June 2015	Priority of IANA Numbering Services	<p>2.1 What does "stable and secure" mean in this context? Also, as written, it can be read as this is defined in RIR global policies, which of course it isn't.</p> <p>"The IANA Numbering Services are administrative and technical in nature." So what? Don't see the point of this sentence in an SLA.</p> <p>"The Operator is required to coordinate with operators of other IANA services."</p> <p>Who are these "operators" and what do they do? I assume this is intended to deal with the case where the numbering function is split off from the other IANA functions, but it might be useful to explicitly state that, since another potential reading is that there are multiple providers of the numbering function.</p>	This comes from the NTIA contract. We expect the operator to feel comfortable with the provisions of an agreement which has already served for many years.
51	David Conrad, 8 June 2015	RIRs joint exercise of powers	<p>Not being a lawyer, I don't understand the usage of "severally" in 3.1 and 3.2. I'm also a bit surprised that a liability assumed by (say) ARIN, presumably including legal liabilities since it isn't constrained, would apply to (say) RIPE, but I suspect due to lack of legal training, I'm simply misunderstanding what is meant.</p>	This is a standard provision for multiple parties that act collectively.
52	David Conrad, 8 June 2015	Service	<p>4.1 "The Operator shall be responsible for allocated and unallocated IPv4 and IPv6 address space and Autonomous System Number (ASN) space based on established guidelines and RIR Global Policies."</p> <p>Unallocated IPv4 address space?</p> <p>What are "established guidelines"? In a service level agreement, I believe it is very important to have concise and concrete terms, not vague handwaves.</p> <p>4.1 "The Operator shall distribute IP address blocks to RIRs for routine distribution typically through downstream providers to Internet end-users within the regions served by those registries. The Operator shall also reserve and direct allocation of space for special purposes, such as multicast addressing, addresses for private networks as described in RFC 1918-Address Allocation for Private Internets, and globally specified applications."</p> <p>No mention of distributing AS numbers. Should probably say "... shall distribute Internet numbering resources ...".</p>	The article has been amended.

53	David Conrad, 8 June 2015	Service	<p>4.2.1.a "The RIR will submit an initial request for Internet Number Resources to the Operator by electronic mail (e-mail)."</p> <p>I don't think it is a good idea to permanently embed using email to handle requests. It pointlessly precludes the Operator from innovation and deploying more user friendly technologies.</p> <p>4.2.1.b "The Operator shall acknowledge receipt of the initial request within two (2) Business Days by return e-mail."</p> <p>Again, forcing the use of email seems a bad idea in this day and age.</p> <p>4.2.1.c.ii "send a detailed announcement to the requesting RIR as well as a simultaneous announcement to the RIRs, informing them of the provisioning of resources"</p> <p>Nit: probably should send the simultaneous announcement to "the other RIRs" to avoid the redundant announcement to the requesting RIR.</p> <p>4.2.1.c.iii "make modifications to the appropriate pages of the Operator's website ..."</p> <p>This should probably say "make modifications to the appropriate IANA Number Registry or Registries"</p> <p>4.2.1.c.iii "which such announcements shall be limited to which IP address or AS number ranges have been issued, the time of issuance and the Registry to which they have been issued"</p> <p>I don't see the reason for this limitation. What is this trying to stop?</p> <p>4.2.1.c.iv "Upon its receipt of the allocation, the requesting RIR shall notify that administrator of the name servers to be inserted into the name server resource records of that domain."</p> <p>And what happens if the RIR doesn't? This is an example of why I believe SLAs need to define mutual roles and responsibilities.</p>	<p>The suggested text has been incorporated into the revised SLA.</p>
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54	David Conrad, 8 June 2015	Fees	<p>5.2 "Notwithstanding the foregoing, the maximum amount the RIRs shall reimburse the Operator pursuant to Article 5.1 above shall be One Hundred Dollars (\$100.00) unless otherwise agreed to in writing by all Parties."</p> <p>Um, what? So the RIRs are only obligated to pay a maximum of \$500 total? This makes no sense to me, particularly given 5.1. I guess this is some sort of legal incantation that makes sense to lawyers.</p>	This article is a placeholder. Please see item 3 above for further explanation.
55	David Conrad, 8 June 2015	Reports	<p>6.1 "Additionally, within a month of the adoption ..."</p> <p>Probably should state 30 days or 4 weeks or something else non-ambiguous.</p> <p>6.1 "the Operator, as guided by the RIRs, shall document the procedures according to which this Global RIR Policy would be implemented and publish it on the Operator's website."</p> <p>I do not think the RIRs should have the unilateral ability to define the process by which the Operator updates its website.</p>	<p>We find "month" not to be less ambiguous than "days" or "weeks". However, we have replaced "month" with "calendar month".</p> <p>"As guided" has been replaced by "in collaboration".</p>
56	David Conrad, 8 June 2015	Reports	<p>6.2 "... shall be obliged to yearly issue reports illustrating its compliance with the obligations described in Articles 4 and 6.1"</p> <p>Probably need a bit of detail in what they expect this report to contain, e.g., the Operator writing a report that simply says "we did stuff" is probably insufficient.</p>	We believe this provision to be clear for the purpose intended.

57	David Conrad, 8 June 2015	Security	<p>7.1.1 "The Operator shall implement a secure system for authenticated communications between it and its customers when carrying out all IANA Numbering Services requirements."</p> <p>This is why I feel it is inappropriate to have based the Service Level Agreement for the IANA Numbering Function on the IANA function contract. That sentence makes sense for the Root Zone Management System and dealing with hundreds of TLD administrators that connect via HTTPS, it doesn't make sense here. Above, the SLA has required requests to be submitted by email: there is NO "secure system for authenticated communications" for the numbering function currently. We authenticate above the communications system.</p>	<p>The text has been amended to deal with some typographical errors, however in general terms we find this provision to be appropriate for the purposes of the agreement.</p>
58	David Conrad, 8 June 2015	Security	<p>7.1.5 "The Operator shall notify and consult in advance the RIRs when there are personnel changes in this position."</p> <p>Notification is fine, however it should be clear that this does not imply approval.</p> <p>7.1.5 "The Director of Security shall be one of the key personnel assigned to this contract."</p> <p>Cut-and-paste error: this isn't a contract.</p>	<p>The provision does not require approval.</p> <p>"Contract" has been replaced by "agreement"</p>

59	David Conrad, 8 June 2015	Reports	<p>7.2.2 "... starting no later than six (6) months after date of contract award."</p> <p>Cut-and-paste error: this isn't a contract and it isn't awarded.</p> <p>7.2.3 "No later than 30 days after conducting the survey, the Operator shall submit the CSS Report to the RIRs."</p> <p>It should be made public, so this should probably say "... submit the CSS Report to the RIRs and publish appropriately on the Operator website" or some such.</p> <p>7.2.5 "Prior to publication/posting of reports, the Operator shall obtain approval from the RIRs."</p> <p>This violates ICANN's (and the RIRs) requirements to be open and transparent. If this wasn't a copy/paste from the IANA Functions contract, I'd be extremely worried about this clause.</p>	<p>About 7.2.2. "Date or contract award" has been replaced with "commencement date".</p> <p>About 7.2.3. The text has been modified accordingly.</p> <p>About 7.2.5. The requirement for approval has been removed.</p>
60	David Conrad, 8 June 2015	Reports	<p>7.3.3 "Prior to publication/posting of reports, the Operator shall obtain approval from the RIRs."</p> <p>Same comment as 7.2.5.</p>	<p>The requirement for approval has been removed.</p>
61	David Conrad, 8 June 2015	Reviews	<p>8.2 "The RIRs may perform a review whenever they deem appropriate."</p> <p>This needs to be constrained. I do not think it reasonable to allow the RIRs to 'perform a review' at (say) 2 AM on January 1. There should be some sort of notice and reasonable accommodation made for schedules, workload, etc.</p>	<p>The process for the performance of a review is specified in Article 8.3</p>
62	David Conrad, 8 June 2015	Reviews	<p>8.3 "The Operator must comply with the request by providing the requested information within working days."</p> <p>The number of working days might be helpful.</p>	<p>The text has been modified.</p>

63	David Conrad, 8 June 2015	Reviews	<p>8.4 "The RIRs may perform reviews in consultation with third parties."</p> <p>And what happens when the RIRs demand the use of (say) the Russian Business Network, the Yakuza, or worse, the US Congress, as a third party? Who the third party is must be constrained somehow. "Mutual agreement" should suffice.</p>	The review process is defined by the RIR communities under the terms of the Review Committee charter.
64	David Conrad, 8 June 2015	Failure to perform	<p>9.</p> <p>I believe an escalation process would be appropriate here.</p>	This article refers to the escalation process described in article 13. No change.
65	David Conrad, 8 June 2015	Term	<p>10.1 "the term of this Agreement shall continue for five (5) years after the Commencement Date."</p> <p>I don't see the point in having a term given the agreement can be terminated at any time by any party.</p>	During the term of the agreement, either party may terminate for breach or other specified reasons. After the term ends, renewal effectively requires the agreement of both parties.
66	David Conrad, 8 June 2015	Term	<p>10.2, 10.3</p> <p>I believe these SLAs need to be mutual — if the RIRs choose not to renew or terminate, they need to first document how the replacement Operator can assure at least the same level of accountability, openness, transparency, security, stability, resilience, etc., as the existing Operator.</p>	These issues are not within the scope of this SLA as contemplated by the CRISP proposal. This question would need to be addressed by another means, such as a statement from the RIRs on selection of a new Operator.
67	David Conrad, 8 June 2015	Continuity	<p>11.1 "The Operator shall prepare a plan for this purpose and submit this plan to the RIRs (18) months after the date of this Agreement."</p> <p>What happens if the RIRs choose to terminate 6 months after the date of the agreement?</p> <p>11.1 "The Operator shall provide sufficient experienced personnel during the phase-in, phase-out period to ensure that the IANA Numbering Services are maintained at the required level of proficiency."</p> <p>This seems pointless. In the event of a termination, what if the Operator doesn't? Are the RIRs going to doubly terminate them?</p> <p>11.2 Same question as above.</p>	<p>In this hypothetical scenario there may not be a plan, however the obligation to provide transition of services remains in accordance with Article 11.2</p> <p>In the hypothetical scenario where the personnel does not comply with this provision, the operator will be in breach of its contractual obligations. Termination is not the only remedy available to a contractual breach.</p> <p>Regarding 11.1, it is important that these requirements be expressed as an obligation under the agreement.</p>

68	David Conrad, 8 June 2015	Continuity	<p>11.2.3 "The Operator also shall disclose necessary personnel records and allow the successor to conduct on-site interviews with these employees."</p> <p>Wouldn't this violate the privacy of those employees and privacy protection laws?</p>	There can be no requirement for either party to violate any applicable laws in the performance of its obligations under this agreement. Therefore no change is needed here.
69	David Conrad, 8 June 2015	IPR issues	<p>12.1.1 "Operator does hereby assign and transfer any and all right, title and interest in and to such intellectual property rights to the RIRs, their successors, assigns and designees."</p> <p>I don't think it makes sense to assign (say) intellectual property held by the Operator on behalf of (say) the naming community exclusively to the RIRs.</p> <p>12.1.2 "Operator does hereby assign and transfer any and all right, title, and interest in and to such data rights to the RIRs, their successors, assigns and designees."</p> <p>Similar comment as above.</p>	These provisions are consistent with the CRISP plan, however it is noted that IPR-related provisions may be modified in resolution of the respective proposals from the three communities..
70	David Conrad, 8 June 2015	IPR issues	<p>12.3 "the Operator may be provided the use of intellectual property or rights over data through a license from the RIRs or the IETF Trust (the "IP Assets")."</p> <p>This is backwards. ICANN currently owns the rights to that intellectual property.</p>	See previous response.
71	Alan Barrett, 14 June 2015	Document title	This document appears to be a contract, and the Service Level Agreement is merely part of it. Accordingly, I suggest that the document title should say that it's a contract.	The proposed service level agreement is a legally binding contract. This terminology has been adopted because it is consistent with the CRISP proposal.
72	Alan Barrett, 14 June 2015	Service	4.1. I suggest that there should be provision for additional services to be added in the future, much as IPv6 was added to the IANA functions in the 1990s.	This agreement is intended to cover current IANA Numbering Services. If additional services are to be added in the future, the agreement can be revisited.
73	Alan Barrett, 14 June 2015	Fees	5.2. It's not clear to me whether the \$100 reimbursement is per incident, per year, or something else. It's also not clear how this figure was determined, or how the parties may agree to change it.	Please see item 3 above for further explanation.

74	Alan Barrett, 14 June 2015	Continuity	<p>11. I suggest that ICANN, as the current Operator, should be able to produce a transition plan in less the 18 months. I note that there is no provision for the Operator to provide copies of registration data to the RIRs on an ongoing basis. I suggest that this should be added.</p>	<p>"18 months" has been replaced by "no later than 6 months" About the provision of copies on an ongoing basis, please see new article 4.4</p>
75	Alan Barrett, 14 June 2015	IPR issues	<p>12. Intellectual property rights and rights over data</p> <p>I note that section 12.3 implicitly anticipates that the IANA trademark and the IANA.ORG domain name will be transferred to the IETF Trust prior to the execution of the SLA, and that rights to use such intellectual property may be licenced from the IETF Trust to the Operator. I think that this is reasonable, although the document could be clearer. In the event that IPR is not transferred to the IETF Trust as anticipated, some changes will need to be made to the proposed contract/SLA.</p>	<p>See response to issue #69</p>
76	Alan Barrett, 14 June 2015	Arbitration	<p>13.2 It's not clear to me how the three arbitrators will be chosen.</p> <p>In 13.2.1(b), how long is the list provided by the Secretariat of the Court, and are there any restrictions on the regions in which the potential arbitrators reside? (I assume that "Secretariat or the Court" is a typo for "Secretariat of the Court".)</p> <p>In 13.2.1(c), which party strikes first?</p> <p>In 13.2.1(c), how will the process ensure that the resulting three arbitrarors all reside in a different RIR region, as required by 13.2.1(a)?</p>	<p>The text has been amended for clarity</p>
77	Alan Barrett, 14 June 2015	Jurisdiction	<p>14.1. What happens if the Operator (read ICANN) changes the location of its main office?</p>	<p>The text has been amended for clarity</p>

78	APNIC EC, 15 June 2015	PTI	<p>We have noted the CWG proposal for the creation of a separate legal entity, the Post Transition IANA (PTI), as a vehicle for carrying out the IANA functions including the IANA Numbering Services as defined in the SLA. This arrangement is acceptable to the NRO in principle, providing that it does not interfere with ICANN's ability to ensure the performance of its obligations under the SLA, through a robust subcontracting arrangement.</p> <p>The draft SLA does not currently contemplate subcontracting by ICANN of any contracted functions, so we propose that this provision should be included within Article 4, in order accommodate the PTI as proposed. In accordance with normal contracting practices, we would require that any subcontracting arrangement must be formalised and subject to the initial and ongoing agreement of all parties. The provision should make equally clear that no assignment of ICANN's duties or responsibilities will be allowed; subcontracting shall not alter ICANN's ultimate responsibility for fulfilling IANA number services duties.</p>	Please see new Article 15.11
79	APNIC EC, 15 June 2015	Recontracting the SLA	<p>The draft SLA is silent on renewal of this agreement between the NRO and another party in the event of non-renewal or termination by the NRO.</p> <p>While this matter was not in scope of either the CRISP team or the SLA drafting team, the NOR EC suggests to include, in a new Article, suitable enduring provisions which define the qualifications and selection of any future IANA Numbering Services Operator, as follows.</p> <p>"Any suitably established entity would be qualified to serve as the IANA Numbering Services Operator, providing is it not a Governmental or Inter-governmental organisation."</p>	See response to Issue #66

80	APNIC EC, 15 June 2015	Service	We encourage review of the definition of “Service” to be as objective as possible so as help avoid any future disputes regarding what constitutes correct performance. We propose to formally document the business process of IANA Numbering Services and include them as an attachment to the SLA, so that these are transparent to the parties and others.	The text has been amended.
81	APNIC EC, 15 June 2015	Background	The SLA should be suitable as base document for any future IANA numbering services operator. The NRO believes that a review of the document to phase out any references which would not be applicable for a future vendor is warranted.	The SLA has been amended to ensure that its provisions are applicable to any future IANA Services Operator. However the Background section is specific to the agreement between ICANN and the RIRs and is intended to be specific to those parties.
82	CRISP team, 15 June 2015	Transparency	Article 6.1 “Implementation of Global Policies” states that the “Operator, in collaboration with the RIRs, shall document the Global RIR Policies.” Since documentation of the global policies is part of the global PDP, we recommend that Operator’s role be limited to posting these policies on Operator’s website.	The text has been amended accordingly.
83	CRISP team, 15 June 2015	Other IANA Services	<p>Article 2.1 states that the “Operator is required to coordinate with operators of other IANA services”. This requirement needs further elaboration:</p> <ul style="list-style-type: none"> - Since the existence of multiple operators in not definitive, we recommend adding “In the event that other IANA services are provided by different Operators”. - To avoid confusion, “other IANA services” should be clarified. - The nature of coordination needs further clarification. Although services provided for different operational communities are well delineated, as documented in the numbers community proposal it is “expected that this delineation may change from time to time by actions of the IETF (through the RFC process) or the RIRs (through the global policy development process)”. Regardless of whether all IANA services are provided by a single Operator, the Operator(s) may have a role in effecting coordination between the different operational communities, e.g. by flagging the need for such coordination or requesting clarification. 	<p>With regards to the existence of multiple IANA operators, the text has been amended.</p> <p>With regards to the other IANA services, we believe that there is no need for further clarification for the purposes of this agreement.</p> <p>With regards to the coordination, we believe that there is no need for further clarification for the purposes of this agreement.</p>

84	CRISP team, 15 June 2015	Priority of IANA Numbering Services	Article 2.2 "Priority of IANA Numbering Service" assumes that all IANA services are provided by one Operator. This may not be the case. Instead we recommend that the substance of this article focuses on ensuring that a) the Operator provide IANA Numbering Services in accordance with the defined performance parameters, and b) in case the Operator provides services to other parties, that these not affect the Operator's obligations (including performance indicators) under this SLA.	The text has been amended.
85	CRISP team, 15 June 2015	Service	Article 4 "Distribution of services provided to RIRs" provides a definition of the service. We observe that the IANA Numbering Services are also defined in Article 1.1, which in fact contains a more precise definition of the service. We recommend that the definition in Article 1.1 be used throughout the document.	The text has been amended.
86	CRISP team, 15 June 2015	Service	Article 4.2.1 describes the "Process for Distribution of Internet Number Resources by the Operator to an RIR". This process fails to include the essential step whereby the Operator makes necessary modification to relevant registries. Since these registries may be accessible using multiple methods, requesting "modifications to the appropriate pages of the Operator's website" is not sufficient.	The text has been amended accordingly.
87	CRISP team, 15 June 2015	Service	Article 4.2.1 also assumes that the request received from the RIR is compliant with the Global Policy. A check by the Operator to confirm this is essential. Article 4.2.1 should more explicitly specify what happens if, from the Operator's perspective, the request is not compliant.	Valid point – IANA operator should only be bound for proper/valid requests. Added SLA text regarding operator confirming validity of the request.
88	CRISP team, 15 June 2015	Service	Article 4.2.1 (a) specifies that the "RIR will submit an initial request for Internet Number Resources to the Operator by electronic mail (e-mail)". The shape and form of this email is not specified here, neither is the discretion to prescribe it left with any party. We propose allowing the Operator to suggest a mutually acceptable format.	The article has been amended.
89	CRISP team, 15 June 2015	Service	We also observe that steps described in 4.2.1 (c) (iv) are tied to allocations of address blocks and are too detailed. This level of detail fits in well with Article 6.1 "Implementation of Global Policies", where we think it should be addressed, if at all.	We believe that this level of detail is appropriate for the purposes of this article. We also believe that this article is the appropriate place for this provision.

90	CRISP team, 15 June 2015	Reports	<p>Article 6.2 "Obligation to Issue Reports" requests that the Operator issue annual reports illustrating its compliance with the obligations described in Articles 4 and 6.1.</p> <ul style="list-style-type: none"> - With regard to the format and content of the reports, it would be helpful to specify that the RIRs may specify certain items on which the Operator must report - Annual reports, especially regarding compliance to response and fulfillment time for requests, may not be sufficient to facilitate immediate remedial action. We suggest that the SLA either defines two types of report (a monthly operational report and a more extensive annual report) or simply a compliance report to be produced periodically. - The reports are further detailed in Article 7.2, and some of the clauses are conflicting. E.g. 7.2. refers to monthly reports, Article 6.2. refers to annual reports. We recommend consolidating reporting details in Article 7.2 and referencing it from 6.2. - It is unclear what is the purpose of the "Performance Standards Reports" specified in 7.2.2 and how it is different from the "Performance Progress Report" specified in 7.2.1. - It seems to be useful to consider requirements specified in 7.2.4. not only for a "Final Report", but also annual or 5-year (same as the term of the agreement). 	<p>The reporting period has been changed from annual to six monthly. Otherwise we believe that the level of detail is commensurate to the low number of transactions.</p> <p>With regard to conflicts with article 7.2, the text has been amended.</p> <p>With regard to the difference between 7.2.1 and 7.2.2: 7.2.1 is intended to cover reports relating to contractual compliance matters between the parties. 7.2.2 is intended to cover public informational reports. The text has been amended for clarity purposes.</p> <p>With regard to article 7.2.4 the text has been amended.</p>
91	CRISP team, 15 June 2015	Reports	<p>The IANA Numbering Services Operator will commit to specific security standards, metric requirements, and audit requirements and will be obliged to periodically issue reports illustrating its compliance with them.</p> <p>This principle is adequately addressed in Article 7. It may be useful to be more explicit regarding business continuity planning, including regular backups of the registry data, in case the Operator ceases to exist.</p>	<p>This is addressed in new article 4.4</p>

92	CRISP team, 15 June 2015	Reviews	<p>The RIRs will perform reviews to assess whether the IANA Numbering Services Operator complies with all requirements described in the agreement whenever they deem appropriate. The IANA Numbering Services Operator will be obliged to facilitate this review.</p> <p>This principle is adequately addressed in Article 8. In Article 8.3, the number of working days within which the Operator must comply with the request to provide specific information, must be specified. We recommend 5 working days.</p>	The text has been amended.
93	CRISP team, 15 June 2015	Continuity	<p>If, at the end of the term, the RIRs decide to sign an agreement for provision of IANA Numbering Services by a different party, the previous IANA Numbering Services Operator will be obliged to ensure an orderly transition of the function while maintaining continuity and security of operations.</p> <p>This principle is addressed by Article 11 “Continuity of operations.” Since the registry is the cornerstone of the IANA Numbering Services, we suggest that explicit requirements must be provided regarding the transfer of registry data and associated data (e.g. audit logs, correspondence, the state of any as-yet unfulfilled requests).</p> <p>In particular, the operator should make available to the RIRs on ongoing basis:</p> <ul style="list-style-type: none"> • Copies of, or links to, the publicly available text for all processes, performance standards, request templates and other pages used to support operations or provide context to reporting. • A copy of all registry data for Internet Number Resources registries, including a copies of the IP6.ARPA and IN-ADDR.ARPA zone files. • A copy of the databases it has used to store requests data, including ticketing systems and workflow management systems used for Number Resources registries. • Copies of any published reports and paper records it holds supporting these request histories. • Any other information necessary for the provision of the IANA Numbering service 	The text has been amended (see new article 4.4)

94	CRISP team, 15 June 2015	Continuity	<p>Taking into account more than 15 years of experience in providing the IANA Numbering Services by ICANN it is not unreasonable to request the Operator to prepare and submit a transition plan to the RIRs prior to the commencing date of the SLA.</p>	<p>We believe that the community's interest is adequately protected by requiring the operator to provide a transition out plan within six months (changed from 8 months). We believe that requiring this plan prior to the commencement date will unduly delay the implementation of the CRISP proposal.</p>
95	CRISP team, 15 June 2015	IPR issues	<p>The contract will implement the RIR community expectations as described in section III.A.2.</p> <p>This principle is adequately addressed in Article 12, if this provision covers potential IPRs and trademarks, but excludes the IANA trademark, IANA.ORG and the public registry data. In our understanding the expected arrangements for these assets (i.e. transferred to the IETF Trust, for example, and declared as being in the public domain) will be handled separately between the relevant stakeholders, not just between the RIRs and the IANA Functions Operator, and therefore are outside the scope of this Agreement. We also note that such arrangements will need to be documented and implemented in other agreements between all of the relevant actors (which include more than the parties to this SLA).</p>	<p>This provision is pending resolution of the IPR issues between the three communities.</p>
96	CRISP team, 15 June 2015	Fees	<p>The fee is based on costs incurred by the IANA Numbering Services Operator in providing the IANA Numbering Service.</p> <p>This principle is adequately addressed in Article 5. However, we suggest that the period of time for which the maximum fee is defined should be specified, and in our understanding the \$100 figure serves merely as a place-holder for an as-yet-to-be-negotiated cost-based annual fee.</p>	<p>The text has been amended. This article is a placeholder.</p>

97	ICANN, 15 June 2015	Term	<p>Has it been considered that there may be an incompatibility between clause 10.2 of the SLA (termination at will) and the escalation mechanisms elsewhere in the document? In this context, has the 12 May 2015 question posed by Vint Cerf to both the IETF/IAB and the RIRs/NRO, which asked “Is there a capability within the NRO or the collective RIRs to perform the functions now provided by the IANA function within ICANN? Could this capability serve as a back up in the event that ICANN's IANA service to the RIRs is not meeting performance requirements?” been considered as part of an appropriate escalation mechanism?</p>	<p>The right not to renew as described in article 10.2 (new 10.3) refers to the right of either party not to renew the agreement at the end of its term.</p> <p>The right to terminate as described in article 10.3 (new 10.4) refers to the right to terminate for cause (after exhausting the escalation mechanism) independently during the term of the agreement.</p> <p>These provisions are required by the CRISP proposal.</p> <p>With regard to back-up plans provided by the RIR community, we believe that this is out of the scope of this agreement (which covers services provided by the IANA Numbering service operator)</p>
98	ICANN, 15 June 2015	NTIA requirements	<p>Have the requirements as set out by NTIA, specifically the requirement that any model not be government run, been considered?</p>	<p>Any commitment that the RIRs may make in this regard should be made to the community and it is out of the scope of this agreement. This question would need to be addressed by another means, such as a statement from the RIRs on qualifications of a new Operator.</p>
99	ICANN, 15 June 2015	Service	<p>We have noted that the document has taken an approach of identifying acceptable levels of service, rather than identifying the services ICANN, as the IANA functions provider, must implement on behalf of the numbering community. Will it be possible for the final SLA to clearly list they key services expected from ICANN, as the IANA functions operator?</p>	<p>We believe that the IANA numbering services have been adequately identified in article 4. We would welcome suggested text with respect to the service specification for the IANA Numbering services, if ICANN feels the present specification does not suffice.</p>

100	ICANN, 15 June 2015	RIRs commitments	Can the SLA include mutual accountability mechanisms for both ICANN and the number community, to ensure ongoing accountability, openness and transparency, to be reflected in the SLAs for both parties?	<p>The SLA is between ICANN and the RIRs (that represent the interests of the number community) for the performance of technical functions of the IANA numbering service only; not policy development process (see article 2).</p> <p>With regards to ICANN's accountability as the IANA numbering operator, we believe the SLA covers the RIRs. With regards to ICANN's and RIRs' accountability on their role in the Global RIR policy development process, this is covered in the ASO MoU and it is out of the scope of the SLA.</p> <p>We do propose that initiating a separate discussion regarding revision of the ASO MOU accordingly.</p>
101	ICANN, 15 June 2015	RIRs commitments	The services provided by the IANA functions are part of managing a shared global resource and as such, means there are shared responsibilities. Could the SLA provide for a framework for such shared responsibilities? Can the SLA list key obligations or responsibilities of the RIRs in managing these resources at the regional level so as to ensure the overall stability and accuracy of the global number identifiers registry?	This is an excellent suggestion, and we propose that we initiate a separate discussion regarding revision of the ASO MOU accordingly..
102	ICANN, 15 June 2015	Other agreements	To provide clarity in defining our working relation post transition, we would like to suggest to separate the SLA that governs the Services provided through the IANA function contract from a new document to be drafted (MoU, AoC) that defines the framework for cooperation and mutual commitment to accountability and some binding principles. We believe that loading the SLA with everything may be counterproductive in the long term.	This is an excellent suggestion, and we propose that we initiate a separate discussion regarding revision of the ASO MOU accordingly.