	Initial post	Issue	Comment/Summary of comment	Legal Team's response
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
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	This needs to be specified indeed.
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. These issues are irrelevant to ICANN will be dealt with separatly to ICANN.
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	Any suggestions to improve this description are welcome.

6	Richard Hill, 4 May 2015	Arbitration	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: (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.	ICC only allows arbiters from their own pool and it is not possible for the parties to choose external arbiters.

7	Richard Hill, 4 May 2015	Arbitration	Article 13.2.4 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. 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. If you do stick with Paris, it should read "Paris, France", to avoid any possible ambiguity. Supported by Bill Woodcock, 13 May 2015	Paris is the seat of the ICC, therefore it is selected. Other suggestions can also be considered. 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)
8	Richard Hill, 4 May 2015	Arbitration	Article 13.3 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. I suggest deleting this article: it is covered by the New York Convention.	It would be preferable to have this in the agreement itself.

9	Richard Hill, 4 May 2015	Jurisdiction	Article 14.1 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. 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. In my view, it is important that the agreement be subject to the laws of a neutral country, for example Switzerland. Disagreement expressed by Jim Reid, 5 May 2015 and by John Curran (?)	The jurisdiction of the operatoris is chosen for enforceability purposes.
10	Andrei Robachevsky, 11 May 2015	Service	Article 4.1 What is the reason for including the registries described in RFC 1918? Supported by John Curran, 11 May 2015	No issue with this suggestion.
11	Andrei Robachevsky, 11 May 2015	Service	Article 4.2 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"	The SLA is an agreement between the RIRs and the IANA operator. RIRs obligation to conform with RIR global policies is an obligation of the RIRs to the RIR communities, not to the IANA operator.

12	Douglas Onyango, 12 May 2015	Background	(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). 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. Supported by Bill Woodcock, 13 May 2015	No issue with this suggestion.
13	Douglas Onyango, 12 May 2015 Bill Woodcock, 13 May 2015	Background	(G) The Parties each commit individually to abiding at all times by the results of their respective Policy Development Processes. 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. Supported by Bill Woodcock, 13 May 2015 Disagreement expressed by Richard Hill, 13 May 2015	Non-enforceable provisions describing the background are common practice in contracts and it is preferable to have them in the SLA
14	Douglas Onyango, 12 May 2015	Service	4.2.1 - a. 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. 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.	No issue with this suggestion.

15	Douglas Onyango, 12 May 2015	Service	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; My interpretation of this is that 100% of all requests much 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.	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. About (2) no issues with this suggestion

16	Douglas Onyango, 12 May 2015	Reports	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. 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. Idea supported by Bill Woodcock, 13 May 2015: Suggested quarterly reports but expressed disagreement on a following email on 13 May 2015	No issue with this suggestion.
17	Douglas Onyango, 12 May 2015	Reviews	8.3 Performance of Reviews: The Operator must comply with the request by providing the requested information within working days. 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 Supported by Bill Woodcock, 13 May 2015	No issue with this suggestion.
18	Bill Woodckock, 13 May 2015	Background	(B) is a no-op, and can be axed without detrimental effect. Disagreement expressed by Richard Hill, 13 May 2015	Non-enforceable provisions describing the background are common practice in contracts and it is preferable to have them in the SLA

19	Bill Woodckock, 13 May 2015	Background	(Ci) mistakenly refers to ICANN, rather than the IANA Numbering Function Operator. That must be changed.	No issue with this suggestion.
20	Bill Woodckock, 13 May 2015	Background	(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. Disagreement expressed by Richard Hill, 13 May 2015	Non-enforceable provisions describing the background are common practice in contracts and it is preferable to have them in the SLA
21	Bill Woodckock, 13 May 2015	Background	(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.	Non-enforceable provisions describing the background are common practice in contracts and it is preferable to have them in the SLA. No issues with changing the tense.
22	Bill Woodckock, 13 May 2015	Background	(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.	No issue with this suggestion.
23	Bill Woodckock, 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.	This description should be reviewed in order to align it with the description of the CRISP proposal.
24	Bill Woodckock, 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 it is preferable to have them in the SLA
25	Bill Woodckock, 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 (the Services). Any suggestions to improve this description is welcome.

26	Bill Woodckock, 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 shouldindeed read as suggested.
27	Bill Woodckock, 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.
28	Bill Woodckock, 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.	This definition is taken from the CRISP proposal. No issue with this suggestion.
29	Bill Woodckock, 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.

30	Bill Woodckock, 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.	Any suggestions to improve this description are welcome.
31	Bill Woodckock, 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.	No issue with this suggestion.
32	Bill Woodckock, 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.
33	Bill Woodckock, 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.

34	Bill Woodckock, 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 _lot_ of tuning up, and I believe that to be a high priority.	This provision may be reviewed.
35	Bill Woodckock, 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.	The SLA is an agreement between the RIRs and the IANA operator. RIRs obligation to conform with RIR global policies is an obligation of the RIRs to the RIR communities, not to the IANA operator.
36	Bill Woodckock, 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.	No issue with this suggestion.

37	Bill Woodckock, 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?	This needs to be specified indeed.
38	Bill Woodckock, 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.
39	Bill Woodckock, 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 provision may be reviewed.
40	Bill Woodckock, 13 May 2015	Performance	7.2 Performance Metric Requirements: There being more than one, "Metric" should be pluralized.	This provision may be reviewed.
41	Bill Woodckock, 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.	No issue with this suggestion.
42	Bill Woodckock, 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.	No issue with this suggestion.
43	Bill Woodckock, 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 recompete. Principle 8 implies a recompete, 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 parties may not renew the agreement by providing a notice at least six months prior to the expiration of the then-current term (Article 10.2).
44	Bill Woodckock, 13 May 2015	Continuity	11.2.3 is nice, but seems like micromanagement, to me.	This provision may be reviewed.

45	Bill Woodckock, 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.	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). The one holding the registration may issue licenses to other parties in order for them to legitimately use the trademark. 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.
46	Bill Woodckock, 13 May 2015	IPR issues	12.3 Rather than "may be provided" I think we need "shall be provided as necessary."	This provision may be reviewed.
47	Bill Woodckock, 13 May 2015	Arbitration	13.2.1(c): Each Party will be able to strike arbitrator candidates in ALTERNATING order…	No issue with this suggestion.
48	Bill Woodckock, 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 may be reviewed.
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."	This provision may be reviewed.