

Date:

Service Level Agreement for the IANA Numbering Services

[Draft v2.6 – 30 April 2015]

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Service Level Agreement for the IANA Numbering Services

Date

2015

Parties

Internet Corporation for Assigned Names and Numbers

of 12025 Waterfront Drive, Suite 300, Los Angeles, CA 90094-2536, USA
("ICANN")

(In this agreement ICANN is refer to as "**Operator**")

AND

AFRINIC Ltd

of 11th Floor, Raffles Tower, Cybercity Ebene, Mauritius
("AFRINIC")

APNIC Pty Ltd, for the Asia Pacific Network Information Centre

of 6 Cordelia Street, South Brisbane, Queensland, 4101, Australia
("APNIC")

American Registry for Internet Numbers, Ltd

of 3635 Concorde Parkway, Suite 200, Chantilly, VA 20151-1125, USA
("ARIN")

Latin American and Caribbean Internet Addresses Registry

of Rambla República de México 6125 CP 11400, Montevideo, Uruguay
("LACNIC")

Réseaux IP Européens Network Coordination Centre

of Singel 258, 1016 AB Amsterdam, The Netherlands
("RIPE NCC")

(AFRINIC, APNIC, ARIN, LACNIC and RIPE NCC are, collectively, "**RIRs**")

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) which includes allocating Internet number resources to the Regional Internet Registries (“RIRs”), which is a crucial element to the continued operation of the Internet.
- B. The Parties have determined that it is important to set forth their agreements with respect to the necessity of the provision of continuous coordination of the number resource administrative function
- C. The Parties each recognise and affirm the respective roles and responsibilities of the others, with respect to Internet addressing and number resources, in particular:
 - (i) the role of ICANN as the entity responsible for maintaining the stability and global interoperability of the root of the Internet addressing system; and
 - (ii) the role of each of the RIRs as the entity responsible for maintaining the globally unique Internet address and AS number registries for its respective region
- D. Both the IETF and ICANN have recognized the RIRs as representing the affected community making use of number resources;
- E. The unassigned portions of the Internet number registries are administered by the IANA, which is a function performed by ICANN pursuant to an agreement with IETF and per the “IANA Function contract” between NTIA and ICANN.
- F. The Parties share a set of commitments to the health and wellbeing of the Internet, including:
 - (i) Ensuring that that decisions made related to the global technical coordination of Internet resources are made in the public interest and are accountable and transparent;
 - (ii) Preserving the security, stability and resiliency of the Internet;
 - (iii) Promoting consumer trust in the system of Internet governance;
 - (iv) Facilitating international participation in the technical coordination of Internet resources;
 - (v) Preserving the multi-stakeholder, private sector led, bottom-up policy development model for technical coordination that acts for the benefit of global Internet users;
- G. The Parties each commit individually to:
 - (i) Abiding at all times by the results of their respective Policy Development Processes, as amended from time to time, including those of the Address Supporting Organisation (binding upon ICANN), and those of each of the regional Internet numbering communities (binding upon each RIR respectively).
- H. The Parties agree to undertake and be subject to a transparent review of their adherence to these commitments, as set out in this agreement.

Article 1: Definitions and Interpretation

1.1 Definitions

In this Agreement, unless the context indicates a contrary intention:

Operator: The Party contractually engaged to perform the IANA Numbering Services.

Party: The RIRs or the Operator

Parties: The RIRs and the Operator and the RIRs collectively

RIR Policies: Internet number resource policies adopted in accordance with the Global Policy Development Process.

Global Policy Development Process (gPDP): The RIR communities' process for the development of policy relating to management of the global Internet number registries. The gPDP is formally defined in Attachment A of the ICANN Address Supporting Organization Memorandum of Understanding, dated October 21, 2004.ASO MoU.

IANA Number Registries: Refers collectively to the IPv4, IPv6, and ASN registries, as well as the associated IN-ADDR.ARPA and IP6.ARPA DNS zones. The registries can be found here: <http://www.iana.org/numbers>

IANA Numbering Services: The IANA activities relevant to the RIR Community, which are the allocation of blocks of Internet Number Resources to the RIRs; the registration of such allocations in the corresponding IANA Internet Number Registries (as defined in IETF RFC 7249); other related registry management tasks including the management of returned IP address space, and general registry maintenance; and the administration of the special-purpose "IN-ADDR.ARPA" and "IP6.ARPA" DNS zones, in accordance with IPv4 and IPv6 allocations, respectively.

RIR Community: Collaborative forum operating through decision- making processes that are bottom-up, inclusive and open to all parties interested in the IANA numbering services as well as in the services of the five RIRs.

Internet Number Resources: IP addresses (IPv4, IPv6) and Autonomous System (AS) Numbers.

Commencement Date: [actual date]

Business Day: Monday to Friday other than public holiday in the principle place of business of the Operator

1.2 Interpretation

In this Agreement, unless the context indicates a contrary intention:

1.2.1 headings are for convenience only and do not affect interpretation;

1.2.2 the expression "**person**" includes an individual, the estate of an individual, a corporation, an authority, an association or a joint venture (whether incorporated or unincorporated), a partnership and a trust;

- 1.2.3 a reference to a party includes that party's executors, administrators, successors and permitted assigns, including persons taking by way of novation and, in the case of a trustee, includes a substituted or an additional trustee;
- 1.2.4 a reference to a document (including this Agreement) is to that document as varied, novated, ratified or replaced from time to time;
- 1.2.5 a reference to a statute includes its delegated legislation and a reference to a statute or delegated legislation or a provision of either includes consolidations, amendments, re-enactments and replacements;
- 1.2.6 words importing the singular include the plural (and vice versa), and words indicating a gender include every other gender;
- 1.2.7 a reference to a party, clause, schedule, exhibit, attachment or annexure is a reference to a party, clause, schedule, exhibit, attachment or annexure to or of this Agreement, and a reference to this Agreement includes all schedules, exhibits, attachments and annexures to it;
- 1.2.8 if a word or phrase is given a defined meaning, any other part of speech or grammatical form of that word or phrase has a corresponding meaning;
- 1.2.9 the expression "**includes**" in any form is not a word of limitation;
- 1.2.10 a reference to "\$" or "**dollar**" is to United States Dollars.

Article 2: Separation of Policy Development and Operational Roles¹

2.1 Operational Role of the Operator

The Operator is required to perform the IANA Numbering Services in a stable and secure manner and in accordance with the RIR Global Policies. The IANA Numbering Services are administrative and technical in nature. The Operator is required to coordinate with operators of other IANA services.

2.2 Priority of IANA Numbering Service

The Operator shall treat the IANA Numbering Services with equal priority as the other IANA functions and process all IANA Numbering Services requests promptly and efficiently.

2.3 IANA Numbering Services Staff

The Operator shall ensure that designated IANA Numbering Services staff members will not initiate, advance, or advocate any policy development related to the IANA Numbering Services. The Operator's staff may respond to requests for information requested by interested and affected parties to inform ongoing policy discussions and may request guidance or clarification as necessary for the performance of the IANA Numbering Services.

Article 3: Joint obligations and rights of RIRs

3.1 Joint obligations of RIRs

An obligation or a liability assumed by the RIRs in this Agreement binds the RIRs jointly, and each of them severally.

3.2 Joint rights of RIRs

Subject to clause 3.3 below, a right conferred on the RIRs in this Agreement benefits the RIRs jointly, and each of them severally.

3.3 Exercise of powers

The RIRs can only exercise rights or powers under this Agreement against the Operator by acting collectively, with the agreement of all the RIRs.

Article 4: Distribution of services provided to RIRs²

4.1 The Service

The Operator shall operate the IANA Numbering Services as defined in Article 1 of this agreement and in accordance with Article 2 of this Agreement. 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. 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.

4.2 Requirements

The Operator shall perform the IANA Numbering Service in accordance with the following requirements:

4.2.1 Process for Distribution of Internet Number Resources by the Operator to an RIR:

- (a) The RIR will submit an initial request for Internet Number Resources to the Operator by electronic mail (e-mail).
- (b) The Operator shall acknowledge receipt of the initial request within two (2) Business Days by return e-mail. If, after its initial assessment, the Operator believes additional information is needed, the Operator shall send a specific and complete request for any additional required information to the requesting RIR within four (4) Business Days following its acknowledgement of receipt of the initial request.
- (c) Upon receipt of the initial request or additional information, whichever is later, the Operator shall take the following steps if it determines that it will fulfil the request for Internet Number Resources:
 - (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;
 - (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;
 - (iii) make modifications to the appropriate pages of the Operator's website and may make announcements as provided for in a separate agreement between the Operator and the RIRs, 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; and
 - (iv) simultaneously with notifying the requesting RIR, the Operator shall notify the administrator of the appropriate sub domain of the ARPA domain of the allocation. 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.

- (d) If the Operator is for any reason unable or unwilling to fulfil the request within the period set forth in this Article, it shall provide the RIR in writing with a copy to the other RIRs (both of which notices may be transmitted simply by e-mail) a report apprising both of them of the status of the open request, and the reason it is unable or unwilling to comply with the request. The Operator shall be obligated to provide updates to this RIR and the other RIRs periodically thereafter, including, but not limited to, when requested to do so by this RIR or the other RIRs, until the request has been satisfied. 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.

Article 5: Fees³

5.1 Obligation to reimburse cost

The RIRs shall reimburse the Operator for the direct cost of the work, namely the costs necessarily and reasonably incurred in the performance of the work, and actually paid, by the Operator.

5.2 Maximum Reimbursement

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.

Article 6: Transparency and accountability⁴

6.1 Implementation of Global Policies

The Operator, in collaboration with the RIRs, shall document the Global RIR Policies and document the procedures, according to which it will apply these policies and post them on its website. Additionally, within a month of the adoption of a new Global RIR Policy or the amendment of an existing Global RIR Policy, 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.

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.

Article 7: Security, performance and audit requirements⁵

7.1 Security Requirements

- 7.1.1 Secure Systems – The Operator shall install and operate all computing and communications systems in accordance with best business and security practices. The Operator shall implement a secure system for authenticated communications between it and its customers when carrying out all IANA Numbering Services requirements. The Operator shall document practices and configuration of all systems.
- 7.1.2 Secure Systems Notification – The Operator shall implement and thereafter operate and maintain a secure notification system at a minimum, capable of notifying all relevant stakeholders of the discrete IANA Numbering Services, of such events as outages, planned maintenance, and new developments. In all cases, the Operator shall notify the RIRs of any outages.
- 7.1.3 Secure Data – The Operator shall ensure the authentication, integrity, and reliability of the data in performing the IANA Numbering Services.
- 7.1.4 Security Plan – The Operator shall develop and execute a Security Plan that meets the requirements of this Agreement and Article 7.1. The Operator shall document in the security plan the process used to ensure information systems including hardware, software, applications, and general support systems have effective security safeguards, which have been implemented, planned for, and documented. The Operator shall deliver the plan to the RIRs after each annual update.
- 7.1.5 Director of Security – The Operator shall designate a Director of Security who shall be responsible for ensuring technical and physical security measures, such as personnel access controls. The Operator shall notify and consult in advance the RIRs when there are personnel changes in this position. The Director of Security shall be one of the key personnel assigned to this contract.

7.2 Performance Metric Requirements

- 7.2.1 Monthly Performance Progress Report – The Operator shall prepare and submit to the RIRs a performance progress report every month (no later than 15 calendar days following the end of each month) that contains statistical and narrative information on the performance of the IANA Numbering Services during the previous calendar month. The report shall include a narrative summary of the work performed for each of the functions with appropriate details and particularity. The report shall also describe major events, problems encountered, and any projected significant changes, if any, related to the performance of the IANA Numbering Services.
- 7.2.2 Performance Standards Reports – The Operator shall develop and publish reports for the IANA Numbering Services. The Performance Standards Metric Reports will be published via a website every month (no later than 15 calendar days following the end of each month) starting no later than six (6) months after date of contract award.
- 7.2.3 Customer Service Survey (CSS) – The Operator shall collaborate with the RIRs to develop and conduct an annual customer service survey consistent with the

performance standards for the IANA Numbering Services. No later than 30 days after conducting the survey, the Operator shall submit the CSS Report to the RIRs.

- 7.2.4 Final Report – The Operator shall prepare and submit a final report on the performance of the IANA Numbering Services that documents standard operating procedures, including a description of the techniques, methods, software, and tools employed in the performance of the IANA Numbering Services. The Operator shall submit the report to the RIRs no later than 30 days after expiration of the Agreement.
- 7.2.5 Inspection and Acceptance - The RIRs will perform final inspection and acceptance of all deliverables and reports articulated in Article 7.2. Prior to publication/posting of reports, the Operator shall obtain approval from the RIRs. The RIRs shall not unreasonably withhold approval.

7.3 Audit Requirements

- 7.3.1 Audit Data – The Operator shall generate and retain security process audit record data for one year and provide an annual audit report to the RIRs. The Operator shall retain these records and shall provide specific audit record data to the RIRs upon request.
- 7.3.2 External Auditor – The Operator shall have an external, independent, specialized compliance audit which shall be conducted annually and it shall be an audit of the IANA Numbering Services security provisions against existing best practices and Article 7.1 of this Agreement.
- 7.3.3 Inspection and Acceptance - The RIRs will perform final inspection and acceptance of all deliverables and reports articulated in Article 7.3. Prior to publication/posting of reports, the Operator shall obtain approval from the RIRs. The RIRs shall not unreasonably withhold approval.

Article 8: Review of IANA Numbering Services⁶

8.1 Scope of Review

The RIRs will perform reviews to assess whether the Operator complies with all requirements described in the Agreement and in particular in Articles 4 and 7 of this Agreement. The Operator shall facilitate the performance of these reviews.

8.2 Time of Review

The RIRs may perform a review whenever they deem appropriate.

8.3 Performance of Reviews

The RIRs shall send a request for review to the Operator per email, where they shall specify the areas they request a review for. The Operator must comply with the request by providing the requested information within working days. The review may include an onsite inspection. In this case the RIRs and the Operator must agree on a specific date for the inspection to take place, which may not be later than sixty calendar days from the date of the request.

8.4 Third parties

The RIRs may perform reviews in consultation with third parties. The RIRs may authorize a third party to perform a review or a part of a review. When the review or a part of a review is performed a third party, the Operator must confirm with the RIRs this party's authorization prior to the compliance with the request.

8.5 Follow up and failure to facilitate a review

If the RIRs are not satisfied with the Operator's response to a request for review, or if after the response to a request for review the RIRs desire more information, the RIRs may send a follow-up request for review that must be treated as described in Article 8.3. If the RIRs are not satisfied with the Operator's response to the request for review or if the Operator did not facilitate a review, this may be considered as failure to perform and Article 9 applies.

Article 9: Failure to perform⁷

If the RIRs determine that the Operator has failed to perform the IANA Numbering Services as required by this Agreement, including but not limited to those described in Articles 4, 6 and 8, or otherwise has breached the terms of this Agreement, then the RIRs may invoke the Resolution of Disputes procedures set forth in Article 13 of this Agreement. If, pursuant to Article 13, a determination is made that the Operator has failed to perform the IANA Numbering Services as required by this Agreement or otherwise has breached the terms of this Agreement, this Agreement may be terminated pursuant to Article 10 of this Agreement.

Article 10: Term and termination⁸

10.1 Term

The term of this Agreement shall commence as of the Commencement Date identified above. Unless earlier terminated in accordance with this Article 10 of this Agreement, the term of this Agreement shall continue for five (5) years after the Commencement Date. This Agreement shall renew automatically for consecutive five (5) year term unless earlier terminated in accordance with this Article 10 of this Agreement.

10.2 Right not to renew

Either Party may elect not to renew this Agreement by providing a notice of non-renewal to the other Party at least six (6) months prior to the expiration of the then-current term.

10.3 Right to terminate

Notwithstanding the forgoing, if at any time during the Term of this Agreement the Operator is deemed to have failed to perform pursuant to Article 9 above, then the Operator shall have fifteen (15) days from the date of the decision of a majority of the arbitrators as described in Article 13.2.8 to remedy any such failure to perform. If, in the sole judgment of the RIRs, the Operator has failed to remedy any such failure to perform, the RIRs may, in their sole discretion, immediately terminate this Agreement.

Article 11: Continuity of operations⁹

11.1 Submission of a plan

If, at the end of the term or by termination of the Agreement in accordance with Article 10, the RIRs decide to sign an agreement for the provision of IANA Numbering Services by a different party, the Operator shall be obliged to ensure an orderly transition of the IANA Numbering Service while maintaining continuity and security of operations. The Operator shall prepare a plan for this purpose and submit this plan to the RIRs (18) months after the date of this Agreement. The plan shall specify a training program and a date for transferring responsibilities for each division of work described in the plan, and shall be subject to the RIRs approval. 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.

11.2 Transition to Successor Operator

11.2.1 The Operator recognises that the IANA Numbering Services are vital to the RIRs and must be continued without interruption and that, upon the termination of this Agreement, a successor, either the RIRs or another operator, may continue them. The Operator agrees to:

- (a) Furnish phase-in training; and
- (b) Exercise its best efforts and cooperation to effect an orderly and efficient transition to a successor.

11.2.2 The Operator shall, upon the RIRs' written notice,

- (a) furnish phase-in, phase-out services for up to 90 days after this Agreement terminates and
- (b) negotiate in good faith a plan with a successor to determine the nature and extent of phase-in, phase-out services required.

11.2.3 The Operator shall allow as many personnel as practicable to remain on the job to help the successor maintain the continuity and consistency of the IANA Numbering Services required by this Agreement. The Operator also shall disclose necessary personnel records and allow the successor to conduct on-site interviews with these employees. If selected employees are agreeable to the change, The Operator shall release them at a mutually agreeable date and negotiate transfer of their earned fringe benefits to the successor.

Article 12: Intellectual property rights and rights over data¹⁰

12.1 Assignment of intellectual property rights and rights over data

12.1.1 To the extent that the Operator possesses rights in and to any intellectual property, including but not limited to copyrights, trademarks and service marks, related to the performance of its obligations under this Agreement, 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.

12.1.2 To the extent that the Operator possesses any rights over data related to the performance of its obligations under this Agreement, 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.

12.2 Rights created in performance of Agreement

12.2.1 Further, to the extent the Operator, in the performance of its obligations under this Agreement, creates any intellectual property in works including but not limited to copyrightable works, trademarks, service marks and domain names, (“Works”) such creation shall be deemed to be on behalf of the RIRs and shall be a “work for hire” as defined under applicable law. If for any reason any of the Works are not considered a “work for hire” under applicable law, then Operator shall and does hereby assign, and transfer to the RIRs, their successors, assigns and designees, all right, title and interest in and to the ownership and rights to any said Works including but not limited to copyrights, trademarks and service marks ownership.

12.2.2 To the extent the Operator, in the performance of its obligations under this Agreement, creates any data over which there are rights (“Data”), such creation shall be deemed to be on behalf of the RIRs and shall be a “work for hire” as defined under applicable law. If for any reason any of the Data is not considered a “work for hire” under applicable law, then Operator shall and 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.

12.3 Licence to use intellectual property and rights over data

In the performance of this Agreement and in order to meet its obligation under this Agreement, 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”). Except as expressly stated herein, this Agreement does not grant the Operator any other intellectual property rights or data rights in the IP Assets.

12.4 Further assurance

The Operator shall execute such further documents and do any and all such further things as may be necessary to implement and give effect to this Article 12.

Article 13: Resolution of disputes¹¹

13.1 Consensual Dispute Resolution

The resolution of any dispute between the Operator and the RIRs, arising out of or relating to this Agreement, whether arising before or after termination of this Agreement, shall include the following steps:

- 13.1.1 An aggrieved Party must set out the dispute in writing ("Dispute Notice") and deliver it to the other Party to this Agreement, utilizing its reasonable efforts to deliver the notice within thirty (30) days after the aggrieved Party learns, or with reasonable efforts should have learned, of the cause for dispute. Notwithstanding the foregoing, the aggrieved Party does not waive its right to invoke the Resolution of Disputes procedures described in this Article if it should notify the other Party of such dispute more than thirty (30) days but less than one (1) year after the aggrieved Party learns, or with reasonable efforts should have learned, of the cause for dispute. For purposes of this Agreement, the RIRs shall represent any and all RIRs with respect to any dispute arising out of or relating to this Agreement.
- 13.1.2 The Party who has received a Dispute Notice pursuant to 13.1.1 above must send a written response to the Party that sent the Dispute Notice, within thirty (30) days after receiving the Dispute Notice.
- 13.1.3 The Parties must negotiate in good faith and use reasonable endeavors to resolve the dispute amicably beginning from the day that the Party receives the Dispute Notice, the negotiation period shall not exceed ninety (90) days.

13.2 Arbitration of Disputes

- 13.2.1 The Parties agree that if any dispute arising in respect of this Agreement cannot be resolved under Article 13.1 within ninety (90) days after the Dispute Notice, then the dispute shall be referred, at the election of either Party, to arbitration. Notwithstanding the previous sentence, and Article.13.1, nothing prevents a Party from immediately initiating arbitration concurrently while complying with the provisions of Article 13.1, and the resulting arbitration may take place simultaneously with the requirements of Article 13.1, provided that the Arbitral Tribunal may suspend the arbitration (with a tolling of timing requirements) to allow completion of the dispute resolution procedures of Article 13.1 if the Parties mutually agree. All disputes arising out of or in connection with this Agreement shall be finally settled under the International Chamber of Commerce's Rules of Arbitration ("Arbitration Rules") by arbitrators appointed in accordance with this Agreement and those Rules of Arbitration, or such other rules as all Parties agree in writing shall be utilized. The Parties will carry out arbitrations subject to the following:

- (a) There shall be three arbitrators, each of whom must permanently reside in different RIR region, selected as follows:
 - (b) The Secretariat or the Court shall provide a list of potential arbitrators. The Secretariat or the Court shall place on the list arbitrators who have technical and legal or judicial backgrounds, and Internet experience.
 - (c) Each Party will be able to strike arbitrator candidates in order so that, after both Parties have exercised their strikes, three arbitrators remain on the list and will constitute the Arbitral Tribunal.
 - (d) The members of the Arbitral Tribunal shall elect its chairman;
- 13.2.2 All arbitrators shall be independent and not have a conflict of interest related to the subject matter of the dispute or the Parties;
- 13.2.3 The arbitration shall be conducted in accordance with the Arbitration Rules, except to the extent that the Arbitration Rules are supplemented by the terms of this Agreement;
- 13.2.4 The arbitration shall take place in Paris, or such other location as is agreed by the Parties (the Arbitration Location); the arbitrator and the Parties shall use electronic communication wherever reasonably possible;
- 13.2.5 The language of the arbitration will be English;
- 13.2.6 The arbitrators shall make a decision based upon the Parties' rights and obligations under this Agreement and any rules and principles of the Governing law of this Agreement, as defined in Article 14.1;
- 13.2.7 The arbitration will be completed and an award shall be rendered within one-hundred twenty (120) days after the sooner of
- (a) the last signature by a Party or the Arbitral Tribunal to the Terms of Reference in accordance with Article 23(2) of the Arbitration Rules or
 - (b) notification of the Parties that the Terms of Reference have been approved by the Court in accordance with Article 23(3) of the Arbitration Rules;
- 13.2.8 A decision of a majority of the arbitrators will be final and binding on the disputing Parties; and
- 13.2.9 All Parties are to bear their own legal costs in connection with the arbitration. The remaining costs of the arbitration are to be paid as determined by the Arbitral Tribunal, bearing in mind the result of the arbitration and the Arbitration Rules.

13.3 Enforcement of arbitration award

Any Party shall have the right to institute litigation in a court to enforce an arbitration award under this Agreement. Such litigation may be filed in a court located in the Arbitration Location, but the Parties shall also have the right to enforce any judgment arising from such litigation in any court of competent jurisdiction.

13.4 Temporary injunctive relief

Any party to this Agreement shall have the right to seek, either prior to the dispute being committed to arbitration under this Article 13 or during the pendency of an arbitration, temporary or preliminary injunctive relief from a court for the purpose of preserving its rights pending completion of arbitration proceedings, which shall not be a waiver of the arbitration agreement in Paragraph 13.2 1. Any court action under this Article 13.4 shall occur in a court of the Arbitration Location, subject to the right of the parties to mutually agree to a different court.

13.5 Further assurance

Except as provided in paragraph 13.3, and litigation to require a Party to cooperate in the arbitration or interim relief, the Parties shall not pursue litigation against one another concerning any dispute arising in respect of this Agreement.

13.6 Final document

Each Party shall be given the opportunity to file a final document with the Arbitral Tribunal before the close of arbitration in support of its factual and legal contentions.

Article 14: Governing law and jurisdiction

14.1 Governing law

This Agreement shall be governed by and construed in accordance with the laws of the jurisdiction in which Operator's main office is located as of the Commencement Date.

14.2 Dispute resolution

The Parties submit all their disputes arising out of or in connection with this Agreement in accordance with Article 13 above.

Article 15: Miscellaneous

15.1 Amendment

This Agreement may only be varied or replaced by a document duly executed by the Parties.

15.2 Entire Understanding

This Agreement contains the entire understanding between the parties as to the subject matter contained in it. All previous agreements, representations, warranties, explanations and commitments, expressed or implied, affecting this subject matter are superseded by this Agreement and have no effect.

15.3 Further Assurance

Each Party must promptly execute and deliver all documents and take all other action necessary or desirable to give effect to, perfect or complete the transactions contemplated by this Agreement.

15.4 Legal Costs and Expenses

Each Party must pay its own legal costs and expenses in relation to the negotiation, preparation and execution of this Agreement and other documents referred to in it, unless expressly stated otherwise.

15.5 Waiver and Exercise of Rights

15.5.1 A single or partial exercise or waiver of a right relating to this Agreement does not prevent any other exercise of that right or the exercise of any other right.

15.5.2 No Party will be liable for any loss or expenses incurred by another party caused or contributed to by the waiver, exercise, attempted exercise, failure to exercise or delay in the exercise of a right.

15.6 Time of the Essence

Time is of the essence as regards all dates, periods of time and times specified in this Agreement.

15.7 Severability

If any of the provisions of this Agreement is invalid or unenforceable:

15.7.1 the invalidity or unenforceability does not affect the operation, construction or interpretation of any other provision of this Agreement;

15.7.2 the Parties must negotiate in good faith and use their best endeavours to reach agreement on the substitution for any such provisions which will result in equity between the parties being restored so that, as nearly as may be practicable, the parties will in all respects be in no different position from that which would have been obtained had there been no such invalidity or unenforceability; and

15.7.3 for all purposes, the invalid or unenforceable provisions are treated as being severed from this agreement.

15.8 Survival of Indemnities

Each indemnity in this Agreement is a continuing obligation, separate and independent from the other obligations of the parties and survives termination of this Agreement.

15.9 Enforcement of Indemnities

It is not necessary for a party to incur expense or make payment before enforcing a right of indemnity conferred by this Agreement.

15.10 Rule of Construction

In the interpretation of this Agreement, no rule of construction applies to the disadvantage of the party preparing the document on the basis that it put forward this Agreement or any part of it.

Signing Page

EXECUTED by the parties as an agreement.

SIGNED for and on behalf of the)
INTERNET CORPORATION FOR)
ASSIGNED NAMES AND NUMBERS by)
###, its ### :)

SIGNED for and on behalf of **AFRINIC**)
LTD by ###, its ### :)
)
)

SIGNED for and on behalf of the **APNIC**)
PTY LTD, FOR THE ASIA PACIFIC)
NETWORK INFORMATION CENTRE by)
###, its ### :)

SIGNED for and on behalf of the)
AMERICAN REGISTRY FOR INTERNET)
NUMBERS, LTD by ###, its ### :)
)

SIGNED for and on behalf of the **LATIN**)
AMERICAN AND CARIBBEAN)
INTERNET ADDRESSES REGISTRY by)
###, its ### :)

SIGNED for and on behalf of the)
RÉSEAUX IP EUROPÉENS NETWORK)
COORDINATION CENTRE by ###, its)
:)

¹ **Principle 1 from CRISP proposal**

Separation of Policy Development and Operational Roles

The IANA Numbering Services Operator will merely execute the global policies adopted according to the global Policy Development Process defined in the ASO MoU.

Relevant section(s) in the NTIA contract: C.2.4, C.2.5

C.2.4 The Contractor is required to perform the IANA functions, which are critical for the operation of the Internet's core infrastructure, in a stable and secure manner. The IANA functions are administrative and technical in nature based on established policies developed by interested and affected parties, as enumerated in Section C.1.3. The Contractor shall treat each of the IANA functions with equal priority and process all requests promptly and efficiently.

C.2.5 Separation of Policy Development and Operational Roles -- The Contractor shall ensure that designated IANA functions staff members will not initiate, advance, or advocate any policy development related to the IANA functions. The Contractor's staff may respond to requests for information requested by interested and affected parties as enumerated in Section C.1.3 to inform ongoing policy discussions and may request guidance or clarification as necessary for the performance of the IANA functions.

² **Principle 2 from CRISP proposal**

Description of Services Provided to RIRs

The IANA Numbering Services Operator will maintain the IANA Number Registries and provide IANA Numbering Services to the RIRs in accordance with the specific processes and timelines described in this section of the agreement.

Relevant section(s) in the NTIA contract: C.2.9.3

C.2.9.3 Allocate Internet Numbering Resources --The Contractor shall have responsibility for allocated and unallocated IPv4 and IPv6 address space and Autonomous System Number (ASN) space based on established guidelines and policies as developed by interested and affected parties as enumerated in Section C.1.3. The Contractor shall delegate IP address blocks to Regional Internet Registries for routine allocation typically through downstream providers to Internet end-users within the regions served by those registries. The Contractor 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.

³ **Principle 11 from CRISP proposal**

Fee

The fee is based on costs incurred by the IANA Numbering Services Operator in providing the IANA Numbering Service.

Relevant section(s) in the NTIA contract: B.2

The Contractor may not charge the United States Government to perform the requirements of this Contract. The Contractor may establish and collect fees from third parties provided the fee levels are approved by the Contracting Officer and are fair and reasonable. If fees are charged, the Contractor shall base any proposed fee structure on the cost of providing the specific service for which the fee is charged and the resources necessary to monitor the fee driven requirements. The Contractor may propose an interim fee for the first year of the contract, which will expire one year after the contract award. If the Contractor intends to establish and collect fees from third parties beyond the first year of the Contract, the Contractor must collaborate with the interested and affected parties as enumerated in Section C.1.3 to develop a proposed fee structure based on a methodology that tracks the actual costs incurred for each discrete IANA function. The Contractor must submit a copy of proposed fee structure, tracking methodology and description of the collaboration efforts and process to the Contracting Officer.

⁴ **Principle 3 from CRISP proposal**

Obligation to Issue Reports on Transparency and Accountability

The IANA Numbering Services Operator will commit to certain obligations so as to perform the function as expected by the Internet Number Community and will be obliged to periodically issue reports illustrating its compliance with the Internet Number Community's expectations.

Relevant section(s) in the NTIA contract: C.2.6, C.2.7, C.2.8

C.2.6 Transparency and Accountability -- Within six (6) months of award, the Contractor shall, in collaboration with all interested and affected parties as enumerated in Section C.1.3, develop user instructions including technical requirements for each corresponding IANA function and post via a website.

C.2.7 Responsibility and Respect for Stakeholders – Within six (6) months of award, the Contractor shall, in collaboration with all interested and affected parties as enumerated in Section C.1.3, develop for each of the IANA functions a process for documenting the source of the policies and procedures and how it will apply the relevant policies and procedures for the corresponding IANA function and post via a website.

C.2.8 Performance Standards -- Within six (6) months of award, the Contractor shall develop performance standards, in collaboration with all interested and affected parties as enumerated in Section C.1.3, for each of the IANA functions as set forth at C.2.9 to C.2.9.4 and post via a website.

⁵ **Principle 4 from CRISP proposal**

Security, Performance, and Audit Requirements

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.

Relevant section(s) in the NTIA contract: C.3, C.4, C.5

C.3 SECURITY REQUIREMENTS

C.3.1 Secure Systems -- The Contractor shall install and operate all computing and communications systems in accordance with best business and security practices. The Contractor shall implement a secure system for authenticated communications between it and its customers when carrying out all IANA function requirements. The Contractor shall document practices and configuration of all systems.

C.3.2 Secure Systems Notification -- The Contractor shall implement and thereafter operate and maintain a secure notification system at a minimum, capable of notifying all relevant stakeholders of the discrete IANA functions, of such events as outages, planned maintenance, and new developments. In all cases, the Contractor shall notify the COR of any outages.

C.3.3 Secure Data -- The Contractor shall ensure the authentication, integrity, and reliability of the data in performing each of the IANA functions.

C.3.4 Security Plan --The Contractor shall develop and execute a Security Plan that meets the requirements of this contract and Section C.3. The Contractor shall document in the security plan the process used to ensure information systems including hardware, software, applications, and general support systems have effective security safeguards, which have been implemented, planned for, and documented. The Contractor shall deliver the plan to the COR after each annual update.

C.3.5 Director of Security -- The Contractor shall designate a Director of Security who shall be responsible for ensuring technical and physical security measures, such as personnel access controls. The Contractor shall notify and consult in advance the COR when there are personnel changes in this position. The Director of Security shall be one of the key personnel assigned to this contract.

C.4 PERFORMANCE METRIC REQUIREMENTS

C.4.1 Meetings -- Program reviews and site visits shall occur annually.

C.4.2 Monthly Performance Progress Report -- The Contractor shall prepare and submit to the COR a performance progress report every month (no later than 15 calendar days following the end of each month) that contains statistical and narrative information on the performance of the IANA functions (i.e., assignment of technical protocol parameters; administrative functions associated with root zone management; and allocation of Internet numbering resources) during the previous calendar month. The report shall include a narrative summary of the work performed for each of the functions with appropriate details and particularity. The report shall also describe major events, problems encountered, and any projected significant changes, if any, related to the performance of requirements set forth in C.2.9 to C.2.9.4.

C.4.3 Root Zone Management Dashboard -- The Contractor shall work collaboratively with NTIA and the Root Zone Maintainer, and all interested and affected parties as enumerated in Section C.1.3, to develop and make publicly available via a website, a dashboard to track the process flow for root zone management within nine (9) months after date of contract award.

C.4.4 Performance Standards Reports -- The Contractor shall develop and publish reports for each discrete IANA function consistent with Section C.2.8. The Performance Standards Metric Reports will be published via a website every month (no later than 15 calendar days following the end of each month) starting no later than six (6) months after date of contract award.

C.4.5 Customer Service Survey (CSS) --The Contractor shall collaborate with NTIA to develop and conduct an annual customer service survey consistent with the performance standards for each of the discrete IANA functions. The survey shall include a feedback section for each discrete IANA function. No later than 30 days after conducting the survey, the Contractor shall submit the CSS Report to the COR.

C.4.6 Final Report -- The Contractor shall prepare and submit a final report on the performance of the IANA functions that documents standard operating procedures, including a description of the techniques, methods, software, and tools employed in the performance of the IANA functions. The Contractor shall submit the report to the CO and the COR no later than 30 days after expiration of the contract.

C.4.7 *Inspection and Acceptance* -- The COR will perform final inspection and acceptance of all deliverables and reports articulated in Section C.4. Prior to publication/posting of reports, the Contractor shall obtain approval from the COR. The COR shall not unreasonably withhold approval.

C.5 AUDIT REQUIREMENTS

C.5.1 *Audit Data* -- The Contractor shall generate and retain security process audit record data for one year and provide an annual audit report to the CO and the COR. All root zone management operations shall be included in the audit, and records on change requests to the root zone file. The Contractor shall retain these records in accordance with the clause at

52.215-2. The Contractor shall provide specific audit record data to the CO and COR upon request.

C.5.2 *Root Zone Management Audit Data* -- The Contractor shall generate and publish via a website a monthly audit report based on information in the performance of Provision C.9.2(a-g) Perform Administrative Functions Associated With Root Zone Management. The audit report shall identify each root zone file and root zone "WHOIS" database change request and the relevant policy under which the change was made as well as identify change rejections and the relevant policy under which the change request was rejected. The Report shall start no later than nine (9) months after date of contract award and thereafter is due to the COR no later than 15 calendar days following the end of each month.

C.5.3 *External Auditor* -- The Contractor shall have an external, independent, specialized compliance audit which shall be conducted annually and it shall be an audit of all the IANA functions security provisions against existing best practices and Section C.3 of this contract.

C.5.4 *Inspection and Acceptance* -- The COR will perform final inspection and acceptance of all deliverables and reports articulated in Section C.5. Prior to publication/posting of reports, the Contractor shall obtain approval from the COR. The COR shall not unreasonably withhold approval.

⁶ Principle 5 from CRISP proposal

Review of the IANA Operations

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.

⁷ Principle 6 from CRISP proposal

Failure to Perform

If the IANA Numbering Services Operator fails to perform as agreed, there will be specific consequences. One of these consequences may be termination of the agreement.

Relevant section(s) in the NTIA contract: E.2, I.67

E.2 INSPECTION -- TIME-AND-MATERIAL AND LABOR-HOUR (FAR 52.246-6) (MAY 2001)

(a) Definitions. As used in this clause--

"Contractor's managerial personnel" means any of the Contractor's directors, officers, managers, superintendents, or equivalent representatives who have supervision or direction of --

(1) All or substantially all of the Contractor's business;

(2) All or substantially all of the Contractor's operation at any one plant or separate location where the contract is being performed; or

(3) A separate and complete major industrial operation connected with the performance of this contract.

"Materials" includes data when the contract does not include the Warranty of Data clause.

(b) The Contractor shall provide and maintain an inspection system acceptable to the Government covering the material, fabricating methods, work, and services under this contract. Complete records of all inspection work performed by the Contractor shall be maintained and made available to the Government during contract performance and for as long afterwards as the contract requires.

(c) The Government has the right to inspect and test all materials furnished and services performed under this contract, to the extent practicable at all places and times, including the period of performance, and in any event before acceptance. The Government may also inspect the plant or plants of the Contractor or any subcontractor engaged in contract performance.

The Government shall perform inspections and tests in a manner that will not unduly delay the work.

(d) If the Government performs inspection or test on the premises of the Contractor or a subcontractor, the Contractor shall furnish and shall require subcontractors to furnish all reasonable facilities and assistance for the safe and convenient performance of these duties.

(e) Unless otherwise specified in the contract, the Government shall accept or reject services and materials at the place of delivery as promptly as practicable after delivery, and they shall be presumed accepted 60 days after the date of delivery, unless accepted earlier.

(f) At any time during contract performance, but not later than 6 months (or such other time as may be specified in the contract) after acceptance of the services or materials last delivered under this contract, the Government may require the Contractor to replace or correct services or materials that at time of delivery failed to meet contract requirements. Except as otherwise specified in paragraph (h) of this clause, the cost of replacement or correction shall be determined under the Payments Under Time-and-Materials and Labor-Hour Contracts clause, but the "hourly rate" for labor hours incurred in the replacement or correction shall be reduced to exclude that portion of the rate attributable to profit. The Contractor shall not tender for acceptance materials and services required to be replaced or corrected without disclosing the former requirement for replacement or correction, and, when required, shall disclose the corrective action taken.

(g)

(1) If the Contractor fails to proceed with reasonable promptness to perform required replacement or correction, and if the replacement or correction can be performed within the ceiling price (or the ceiling price as increased by the Government), the Government may --

(i) By contract or otherwise, perform the replacement or correction, charge to the Contractor any increased cost, or deduct such increased cost from any amounts paid or due under this contract; or

(ii) Terminate this contract for default.

(2) Failure to agree to the amount of increased cost to be charged to the Contractor shall be a dispute.

(h) Notwithstanding paragraphs (f) and (g) above, the Government may at any time require the Contractor to remedy by correction or replacement, without cost to the Government, any failure by the Contractor to comply with the requirements of this contract, if the failure is due to --

(1) Fraud, lack of good faith, or willful misconduct on the part of the Contractor's managerial personnel; or

(2) The conduct of one or more of the Contractor's employees selected or retained by the Contractor after any of the Contractor's managerial personnel has reasonable grounds to believe that the employee is habitually careless or unqualified.

(i) This clause applies in the same manner and to the same extent to corrected or replacement materials or services as to materials and services originally delivered under this contract.

(j) The Contractor has no obligation or liability under this contract to correct or replace materials and services that at time of delivery do not meet contract requirements, except as provided in this clause or as may be otherwise specified in the contract.

(k) Unless otherwise specified in the contract, the Contractor's obligation to correct or replace Government-furnished property shall be governed by the clause pertaining to Government property.

1.67 1352.237-71 SECURITY PROCESSING REQUIREMENTS - LOW RISK CONTRACTS (APR 2010)

(a) Investigative Requirements for Low Risk Contracts. All contractor (and subcontractor) personnel proposed to be employed under a Low Risk contract shall undergo security processing by the Department's Office of Security before being eligible to work on the premises of any Department of Commerce owned, leased, or controlled facility in the United States or overseas, or to obtain access to a Department of Commerce IT system. All Department of Commerce security processing pertinent to this contract will be conducted at no cost to the contractor.

(b) Investigative requirements for Non-IT Service Contracts are:

(1) Contracts more than 180 days – National Agency Check and Inquiries (NACI) (2) Contracts less than 180 days – Special Agency Check (SAC)

(c) Investigative requirements for IT Service Contracts are:

(1) Contracts more than 180 days – National Agency Check and Inquiries (NACI) (2) Contracts less than 180 days – National Agency Check and Inquiries (NACI)

(d) In addition to the investigations noted above, non-U.S. citizens must have a background check that includes an Immigration and Customs Enforcement agency check.

(e) Additional Requirements for Foreign Nationals (Non-U.S. Citizens). Non-U.S. citizens (lawful permanent residents) to be employed under this contract within the United States must have:

(1) Official legal status in the United States;

(2) Continuously resided in the United States for the last two years; and

(3) Obtained advance approval from the servicing Security Officer in consultation with the Office of Security headquarters.

(f) DoC Security Processing Requirements for Low Risk Non-IT Service Contracts. Processing requirements for Low Risk non-IT Service Contracts are as follows:

(1) Processing of a NACI is required for all contract employees employed in Low Risk non-IT service contracts for more than 180 days. The Contracting Officer's Representative (COR) will invite the prospective contractor into e-QIP to complete the SF-85. The contract employee must also complete fingerprinting.

(2) Contract employees employed in Low Risk non-IT service contracts for less than 180 days require processing of Form OFI-86C Special Agreement Check (SAC), to be processed. The Sponsor will forward a

completed Form OFI-86C, FD-258, Fingerprint Chart, and Credit Release Authorization to the servicing Security Officer, who will send the investigative packet to the Office of Personnel Management for processing.

(3) Any contract employee with a favorable SAC who remains on the contract over 180 days will be required to have a NACI conducted to continue working on the job site.

(4) For Low Risk non-IT service contracts, the scope of the SAC will include checks of the Security/Suitability Investigations Index (SII), other agency files (INVA), Defense Clearance Investigations Index (DCII), FBI Fingerprint (FBIF), and the FBI Information Management Division (FBIN).

(5) In addition, for those individuals who are not U.S. citizens (lawful permanent residents), the Sponsor may request a Customs Enforcement SAC on Form OFI-86C, by checking Block #7, Item I. In Block 13, the Sponsor should enter the employee's Alien Registration Receipt Card number to aid in verification.

(6) Copies of the appropriate forms can be obtained from the Sponsor or the Office of Security. Upon receipt of the required forms, the Sponsor will forward the forms to the servicing Security Officer. The Security Officer will process the forms and advise the Sponsor and the Contracting Officer whether the contract employee can commence work prior to completion of the suitability determination based on the type of work and risk to the facility (i.e., adequate controls and restrictions are in place). The Sponsor will notify the contractor of favorable or unfavorable findings of the suitability determinations. The Contracting Officer will notify the contractor of an approved contract start date.

(g) Security Processing Requirements for Low Risk IT Service Contracts. Processing of a NACI is required for all contract employees employed under Low Risk IT service contracts.

(1) Contract employees employed in all Low Risk IT service contracts will require a National Agency Check and Inquiries (NACI) to be processed. The Contracting Officer's Representative (COR) will invite the prospective contractor into e-QIP to complete the SF-85. Fingerprints and a Credit Release Authorization must be completed within three working days from start of work, and provided to the Servicing Security Officer, who will forward the investigative package to OPM.

(2) For Low Risk IT service contracts, individuals who are not U.S. citizens (lawful permanent residents) must undergo a NACI that includes an agency check conducted by the Immigration and Customs Enforcement Service. The Sponsor must request the ICE check as a part of the NACI.

(h) Notification of Disqualifying Information. If the Office of Security receives disqualifying information on a contract employee, the Sponsor and Contracting Officer will be notified. The Sponsor shall coordinate with the Contracting Officer for the immediate removal of the employee from duty requiring access to Departmental facilities or IT systems. Contract employees may be barred from working on the premises of a facility for any of the following reasons:

(1) Conviction of a felony crime of violence or of a misdemeanor involving moral turpitude.

(2) Falsification of information entered on security screening forms or of other documents submitted to the Department.

(3) Improper conduct once performing on the contract, including criminal, infamous, dishonest, immoral, or notoriously disgraceful conduct or other conduct prejudicial to the Government regardless of whether the conduct was directly related to the contract.

(4) Any behavior judged to pose a potential threat to Departmental information systems, personnel, property, or other assets.

(i) Failure to comply with security processing requirements may result in termination of the contract or removal of contract employees from Department of Commerce facilities or denial of access to IT systems.

(j) Access to National Security Information. Compliance with these requirements shall not be construed as providing a contract employee clearance to have access to national security information.

(k) The contractor shall include the substance of this clause, including this paragraph, in all subcontracts.

⁸ Principle 7 from CRISP proposal

Term and Termination

RIRs will be able to periodically review the agreement and evaluate whether they want to renew the agreement. Either party may terminate the agreement with reasonable prior notice. Relevant section(s) in the **NTIA contract: Page 2 of Award, I.51, I.52, I.53**

⁹ Principle 8 from CRISP proposal

Continuity of Operations

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. Relevant section(s) in the **NTIA contract: C.7.3 and I.61**

C.7.3 Transition to Successor Contractor – In the event the Government selects a successor contractor, the Contractor shall have a plan in place for transitioning each of the IANA functions to ensure an orderly transition while maintaining continuity and security of operations. The plan shall be submitted to the COR eighteen (18) months after date of contract award, reviewed annually, and updated as appropriate.

I.61 52.237-3 CONTINUITY OF SERVICES (JAN 1991)

(a) The Contractor recognizes that the services under this contract are vital to the Government and must be continued without interruption and that, upon contract expiration, a successor, either the Government or another contractor, may continue them. The Contractor agrees to --

(1) Furnish phase-in training; and

(2) Exercise its best efforts and cooperation to effect an orderly and efficient transition to a successor.

(b) The Contractor shall, upon the Contracting Officer's written notice,

(1) furnish phase-in, phase-out services for up to 90 days after this contract expires and

(2) negotiate in good faith a plan with a successor to determine the nature and extent of phase-in, phase-out services required.

The plan shall specify a training program and a date for transferring responsibilities for each division of work described in the plan, and shall be subject to the Contracting Officer's approval. The Contractor shall provide sufficient experienced personnel during the phase-in, phase-out period to ensure that the services called for by this contract are maintained at the required level of proficiency.

(c) The Contractor shall allow as many personnel as practicable to remain on the job to help the successor maintain the continuity and consistency of the services required by this contract. The Contractor also shall disclose necessary personnel records and allow the successor to conduct on-site interviews with these employees. If selected employees are agreeable to the change, the Contractor shall release them at a mutually agreeable date and negotiate transfer of their earned fringe benefits to the successor.

(d) The Contractor shall be reimbursed for all reasonable phase-in, phase-out costs (i.e., costs incurred within the agreed period after contract expiration that result from phase-in, phase-out operations) and a fee (profit) not to exceed a pro rata portion of the fee (profit) under this contract.

¹⁰ **Principle 9 from CRISP proposal**

Intellectual Property Rights and Rights Over Data

The contract will implement the RIR community expectations as described in section III.A.2.

Relevant section(s) in the NTIA contract: H.4, H.5

H.4 RIGHTS IN DATA – SPECIAL WORKS (FAR 52.227-17) (DEC 2007)

(a) Definitions. As used in this clause--

"Data" means recorded information, regardless of form or the medium on which it may be recorded. The term includes technical data and computer software. The term does not include information incidental to contract administration, such as financial, administrative, cost or pricing, or management information.

"Unlimited rights" means the rights of the Government to use, disclose, reproduce, prepare derivative works, distribute copies to the public, and perform publicly and display publicly, in any manner and for any purpose, and to have or permit others to do so.

(b) Allocation of Rights.

(1) The Government shall have—

(i) Unlimited rights in all data delivered under this contract, and in all data first produced in the performance of this contract, except as provided in paragraph (c) of this clause for copyright.

(ii) The right to limit assertion of copyright in data first produced in the performance of this contract, and to obtain assignment of copyright in that data, in accordance with paragraph (c)(1) of this clause.

(iii) The right to limit the release and use of certain data in accordance with paragraph (d) of this clause.

(2) The Contractor shall have, to the extent permission is granted in accordance with paragraph (c)(1) of this clause, the right to assert claim to copyright subsisting in data first produced in the performance of this contract.

(c) Copyright—

(1) Data first produced in the performance of this contract.

(i) The Contractor shall not assert or authorize others to assert any claim to copyright subsisting in any data first produced in the performance of this contract without prior written permission of the Contracting Officer. When copyright is asserted, the Contractor shall affix the appropriate copyright notice of 17 U.S.C. 401 or 402 and acknowledgment of Government sponsorship (including contract number) to the data when delivered to the Government, as well as when the data are published or deposited for registration as a published work in the U.S. Copyright Office. The Contractor grants to the Government, and others acting on its behalf, a paid-up, nonexclusive, irrevocable, worldwide license for all delivered data to reproduce, prepare

derivative works, distribute copies to the public, and perform publicly and display publicly, by or on behalf of the Government.

(ii) If the Government desires to obtain copyright in data first produced in the performance of this contract and permission has not been granted as set forth in paragraph (c)(1)(i) of this clause, the Contracting Officer shall direct the Contractor to assign (with or without registration), or obtain the assignment of, the copyright to the Government or its designated assignee.

(2) Data not first produced in the performance of this contract. The Contractor shall not, without prior written permission of the Contracting Officer, incorporate in data delivered under this contract any data not first produced in the performance of this contract and which contain the copyright notice of 17 U.S.C. 401 or 402, unless the Contractor identifies such data and grants to the Government, or acquires on its behalf, a license of the same scope as set forth in subparagraph (c)(1) of this clause.

(d) Release and use restrictions. Except as otherwise specifically provided for in this contract, the Contractor shall not use, release, reproduce, distribute, or publish any data first produced in the performance of this contract, nor authorize others to do so, without written permission of the Contracting Officer.

(e) Indemnity. The Contractor shall indemnify the Government and its officers, agents, and employees acting for the Government against any liability, including costs and expenses, incurred as the result of the violation of trade secrets, copyrights, or right of privacy or publicity, arising out of the creation, delivery, publication, or use of any data furnished under this contract; or any libelous or other unlawful matter contained in such data. The provisions of this paragraph do not apply unless the Government provides notice to the Contractor as soon as practicable of any claim or suit, affords the Contractor an opportunity under applicable laws, rules, or regulations to participate in the defense of the claim or suit, and obtains the Contractor's consent to the settlement of any claim or suit other than as required by final decree of a court of competent jurisdiction; and these provisions do not apply to material furnished to the Contractor by the Government and incorporated in data to which this clause applies.

H.5 RIGHTS IN DATA -- EXISTING WORKS (FAR 52.227-18) (DEC 2007)

(a) Except as otherwise provided in this contract, the Contractor grants to the Government, and others acting on its behalf, a paid-up nonexclusive, irrevocable, worldwide license to reproduce, prepare derivative works, and perform publicly and display publicly, by or on behalf of the Government, for all the material or subject matter called for under this contract, or for which this clause is specifically made applicable.

(b) The Contractor shall indemnify the Government and its officers, agents, and employees acting for the Government against any liability, including costs and expenses, incurred as the result of (1) the violation of trade secrets, copyrights, or right of privacy or publicity, arising out of the creation, delivery, publication or use of any data furnished under this contract; or (2) any libelous or other unlawful matter contained in such data. The provisions of this paragraph do not apply unless the Government provides notice to the Contractor as soon as practicable of any claim or suit, affords the Contractor an opportunity under applicable laws, rules, or regulations to participate in the defense of the claim or suit, and obtains the Contractor's consent to the settlement of any claim or suit other than as required by final decree of a court of competent jurisdiction; and do not apply to material furnished to the Contractor by the Government and incorporated in data to which this clause applies.

¹¹ Principle 10 from CRISP proposal

Resolution of Disputes

Disputes between the parties related to the SLA will be resolved through arbitration.