

Matrix on ICANN comments on draft SLA version 4 and outcome of discussions

	Source	Issue	Comment/ Summary of comments	RIRs' response
1	ICANN-IANA Operator, 9 March 2016	Definitions – Condition Precedent	ICANN commented that revisions would likely be necessary to more clearly state the understanding regarding change of authority pursuant to the contemplated transition.	The RIRs and ICANN have discussed the appropriate edits with regard to this point and the text has been amended accordingly.
2	ICANN-IANA Operator, 9 March 2016	4 – Distribution of Services Provided to RIRs	ICANN suggests the addition of clarification for the assertion of a failure to perform, specifically in Article 4.3.	<p>The RIRs and ICANN have discussed the edits and have agreed on clarification text in 4.3(d) which has been amended accordingly.</p> <p>In addition, the parties have agreed on the addition of a confidentiality provision being added to Article 4.3(a) and the text has been amended accordingly.</p>
3	ICANN-IANA Operator, 9 March 2016	5 – Fees	ICANN suggests clarification on the basis for reimbursement of cost and reference to letters exchanged between ICANN and the NRO in 2007 and 2009.	<p>The text has been amended accordingly.</p> <p>In addition, the parties have discussed the issue of reimbursement and agreed on language that specifies a particular amount of reimbursement for the Operator's costs. The text has been amended accordingly.</p>

4	ICANN-IANA Operator, 9 March 2016	9 – Failure to Perform	<p>ICANN suggests the addition of an escalation clause prior to RIRs asserting failure to perform.</p> <p>ICANN has also suggested clarification that failure to perform applies to material breaches of the obligations under the Agreement.</p>	<p>The RIRs and ICANN have discussed this issue and agreed upon text to include a discussion period in lieu of an escalation clause as well as the clarification of a failure to perform as applying to material breaches of the obligations under the Agreement. The text has been amended accordingly in Article 4.3.d , Article 9 and Article 13.</p>
5	ICANN-IANA Operator, 9 March 2016	10 – Term and Termination	<p>ICANN proposes increasing the period for advance notice of non-renewal from six months to twelve months prior to the expiration of the then-current term.</p> <p>ICANN also suggests adding the option for the parties to withdraw their non-renewal notice.</p>	<p>With regard to the increase of the period for advance notice of non-renewal, the text has been amended accordingly.</p> <p>With regard to the option for parties to withdraw a non-renewal notice, the RIRs and ICANN have discussed this issue and agreed on text to include this provision and provide that such withdrawal must be mutually agreed by the parties. The text has been amended accordingly.</p> <p>Additionally in Article 10.1 the date by which the condition precedent must be satisfied for the validity of the agreement was filled in as 1 October 2017.</p>
6	ICANN-IANA Operator, 9 March 2016	11 – Continuity of operations	<p>ICANN suggests the addition of the obligation for the RIRs to notify the Operator of the</p>	<p>The RIRs and ICANN discussed this issue and agreed on text that provides for both a transition framework and a more detailed plan.</p>

			identity of a selected successor operator.	<p>The agreed upon text provides for the submission of a transition framework 180 days after the signing of the SLA and the development of a transition plan after ICANN is informed of the successor operator.</p> <p>Additionally changes were suggested in order to clarify the mechanism for identification of a successor operator. The text has been amended accordingly.</p>
7	ICANN-IANA Operator, 19 February 2016	12 – IPR and rights over the data	ICANN suggests clarifications regarding intellectual property rights held by the RIRs, and ICANN respectively as well as what is released to the public domain.	The text has been amended accordingly with minor editorial adjustments.
8	ICANN-IANA Operator, 19 February 2016	13.2.5 – Arbitration of Disputes	ICANN suggests the location of the arbitration to be changed from Paris to Los Angeles.	The RIRs and ICANN have discussed this issue and agreed upon a change of the location of arbitration from Paris to Geneva. The text has been amended accordingly.