

## The CRISP Team comments on the Second Draft SLA for the IANA Numbering Services

### 1. Observation on how the CRISP Team comments for the first draft SLA are addressed

<https://www.nro.net/wp-content/uploads/Comments-SLA-2.0.pdf>

#### [Overview]

- Sections 2.1, and 4.3.1(c)(iv) do not seem to address CRISP Team comment as it is. However, there no substantial concerns and it does not cause inconsistencies with the number community proposal.
- On section 11.1, while it is preferable to be addressed, the CRISP Team see the current description on the second draft SLA may be a pragmatic way forward.
- Sections 12.1.1 do not appear to address CRISP Team comment.
  - As the proposal only suggests the IETF trust as one alternative and it does not list RIRs, the SLA text could be softened to speak about the IETF Trust or the neutral trust holding the IPRs.
  - Further, the CRISP Team believes it is necessary to have a proper definition of the "Intellectual Property Assets" especially because different types of assets are involved:
    - IANA trademark, IANA.ORG domain that are to be transferred to an independent entity from the IFO as part of the transition
    - Public registry data that should be in the public domain, and
    - Any other data and IP assets that will be assigned to the RIRs (or their successors, assigns and designees).

#### [Observation per Section]

##### Section 2.1 Operational Role of the Operator:

No further clarification on the definition of "other IANA services" and "coordination"

Not having clarification on these definition do not create inconsistencies.

In the last sentence "The Operator is required to coordinate with operators of other IANA services, if any" words "if any" are added, which clarifies that it is not a requirement to coordinate. This reduces the possible concern that the number community is required to coordinate on areas which are not clearly defined.

Section 4.3.1(c)(iv):

Request to reduce details of the procedure have not been addressed, with the response from the RIR legal stating it is considered necessary. The CRISP Team do observe see specific concerns for the details to remains as it is. It would not create inconsistencies with the number community proposal.

Article 11: Continuity of operations. 11.1 Submission of a plan:

CRISP Team's comment on the first draft SLA which has requested ICANN to submit a plan prior to transition, in case of change in the IFO is not addressed. The reason has been explained by the RIR legal team that requiring the plan prior to the transition may delay the implementation timelines. We observe that the period requesting ICANN to submit the plan has been shortened from 18 months to 6 months in the second draft SLA and acknowledge that this is the pragmatic way forward.

12.1 Assignment of intellectual property rights and rights over data:

Section 12.1.1 reads as though trademark and will be delegate to RIRs, without description of an entity independent of IFO,.

“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.”

As the proposal only suggests the IETF trust as one alternative and it does not list RIRs, the SLA text could be softened to speak about the IETF Trust or the neutral trust holding the IPRs. Further, it is necessary to have clear definition of intellectual property on the IANA trademark, IANA.ORG domain and other rights, so that the holder of these respective rights are clearly distinguished: With a more clear distinction between the IANA trademark, IANA.ORG domain that are to be transferred to an independent entity as part of the transition, public registry data that should be in the public domain and any other data and IP assets that will be assigned to the RIRs (or their successors, assigns and designees)

- IANA trademark, IANA.ORG domain that are to be transferred to an independent entity from the IFO as part of the transition

- Public registry data that should be in the public domain, and
- Any other data and IP assets that will be assigned to the RIRs (or their successors, assigns and designees).

## **2. The CRISP Team comments based on track changes.**

<https://www.nro.net/wp-content/uploads/Numbers-SLA-2.0-Redline.pdf>

### **[Overview]**

Observation below is based on substantial addition/edits.

None of the changes are observed to cause inconsistencies with the number community proposal.

### **[Observation per Section]**

#### Explanatory Notes:

The CRISP Team supports having clarity about the next step in the SLA itself

"All comments received by the deadline will be processed by the legal team of the RIRs and, as appropriate, included in a further and final draft of the SLA which will be presented to ICANN as the proposed final SLA. It is hoped that this document will be agreed by ICANN without further changes."

Further, the CRISP Team expects the final SLA to remain consistent with the number community proposal, given consultation process has taken place, including feedback from the ICANN Board. The CRISP Team expects the NRO to have clarity in the process for the number community, beyond negotiation with ICANN.

#### 1.1 Definitions:

No additional description which will cause inconsistencies with the number community proposal. Helps to have clarity on Commencement date and Condition Precedent, as added.

#### 2.2 Priority of IANA Numbering Service:

While it acknowledges the need for ICANN to support the other IANA Functions, it

gives assurance that the services level of the IANA Numbering Services will not be affected. Therefore no inconsistencies with the number community proposal.

#### 4.1 Provision of IANA Numbering Services:

No concerns as it is a general statement.

#### 4.4 Registry Data:

No inconsistencies with the number community proposal.

Helpful addition for performance review and backup of the data relevant to the IANA Numbering Services. (Reflecting the CRISP Team feedback)

#### 5.2 Maximum Reimbursement:

No inconsistencies with the number community proposal.

The specific amount of the fees is not specified in the number community proposal, as the decision by RIRs and ICANN.

#### 6.2 Obligation to Issue Reports:

No consistency with the proposal and positive change for more up to date report, as frequency of the report is increased from every year to every 6 months

#### 7.2 Performance Reporting:

No inconsistencies with the number community proposal.

Good to have public accessible report, clarify about date of performance report.

#### 8.4 Third parties:

If this refers to the Review Committee it ensures smooth condition for the Review Committee to conduct the review. No inconsistencies with the number community proposal. Rather, it supports its smooth implementation.

#### 10.1 Condition Precedent:

This addition does not create inconsistencies with the number community proposal. It helps to have clarify on when the agreement becomes effective.

#### 11.1 Submission of a plan:

The change from 18 month to 6 months for ICANN to submit a plan for change in the IANA Numbering Services Operator gives better assurance of stability.

### 13.2 Arbitration of Disputes:

No inconsistencies with the number community proposal.

Defining details of arbitration are implementation to be worked out between the RIRs and ICANN.

### Article 14: Governing law and jurisdiction:

Clarifying the current jurisdiction of ICANN, the State of California, and United States of America. This is not an area covered in the number community proposal. It is expected to be worked out between the RIRs and ICANN for most effective enforceability.

### 15.11 Sub-Contracting:

No inconsistencies with the number community proposal.

Good to have this addition to address the establishment of the PTI in the combined proposal by the ICG.