

Review of draft v1.0 of the Service Level Agreement for the IANA Numbering Services

v20150603

The Consolidated RIR IANA Stewardship Proposal (CRISP) Team thanks the Regional Internet Registries (RIRs) for producing a draft Service Level Agreement (SLA) for IANA Numbering Services and provides this review in response.

The scope of this review of the SLA is strictly limited to analysis of the conformance of the SLA provisions with each of the Principles documented in the "Response to the IANA Stewardship Transition Coordination Group Request for Proposals on the IANA from the Internet Number Community" (hereafter, the numbers community proposal) Section III.A.3. Specific legal provisions in the SLA are therefore outside the scope of this review. This continues the approach taken by the CRISP Team when developing the numbers community proposal – that is, determining certain "boundary conditions" based on community inputs and allowing experts in legal and contracting matters to devise the implementation.

This document represents consensus of the CRISP Team. It was reviewed by the community and incorporates community comments, but it does not represent a consensus position of the numbers community regarding the SLA.

1. 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.

Article 2 "Separation of Policy Development and Operational Roles" of the SLA contains sufficient provisions to ensure that the scope of functions performed by the Operator is administrative and technical in nature and is separate from the development of policy.

Article 6.1 "Implementation of Global Policies" states that the "Operator, in collaboration with the RIRs, shall document the Global RIR Policies." Since documentation of the global policies is part of the global PDP, we recommend that Operator's role be limited to posting these policies on Operator's website.

Article 2.1 states that the "Operator is required to coordinate with operators of other IANA services". This requirement needs further elaboration:

- Since the existence of multiple operators is not definitive, we recommend adding "In the event that other IANA services are provided by different Operators".
- To avoid confusion, "other IANA services" should be clarified.
- The nature of coordination needs further clarification. Although services provided for different operational communities are well delineated, as documented in the numbers community proposal it is "expected that this delineation may change from time to time by actions of the IETF (through the RFC process) or the RIRs (through the global policy development process)". Regardless of whether all IANA services are provided by a single Operator, the Operator(s) may have a role in effecting coordination between the different operational communities, e.g. by flagging the need for such coordination or requesting clarification.

2. 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.

Article 2.2 "Priority of IANA Numbering Service" assumes that all IANA services are provided by one Operator. This may not be the case. Instead we recommend that the substance of this article focuses on ensuring that a) the Operator provide IANA Numbering Services in accordance with the

defined performance parameters, and b) in case the Operator provides services to other parties, that these not affect the Operator's obligations (including performance indicators) under this SLA.

Article 4 "Distribution of services provided to RIRs" provides a definition of the service. We observe that the IANA Numbering Services are also defined in Article 1.1, which in fact contains a more precise definition of the service. We recommend that the definition in Article 1.1 be used throughout the document.

Article 4.2.1 describes the "Process for Distribution of Internet Number Resources by the Operator to an RIR". This process fails to include the essential step whereby the Operator makes necessary modification to relevant registries. Since these registries may be accessible using multiple methods, requesting "modifications to the appropriate pages of the Operator's website" is not sufficient.

Article 4.2.1 also assumes that the request received from the RIR is compliant with the Global Policy. A check by the Operator to confirm this is essential. Article 4.2.1 should more explicitly specify what happens if, from the Operator's perspective, the request is not compliant.

Article 4.2.1 (a) specifies that the "RIR will submit an initial request for Internet Number Resources to the Operator by electronic mail (e-mail)". The shape and form of this email is not specified here, neither is the discretion to prescribe it left with any party. We propose allowing the Operator to suggest a mutually acceptable format.

We also observe that steps described in 4.2.1 (c) (iv) are tied to allocations of address blocks and are too detailed. This level of detail fits in well with Article 6.1 "Implementation of Global Policies", where we think it should be addressed, if at all.

Otherwise performance requirements are adequately specified in article 4.2.

3. 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

Article 6.2 "Obligation to Issue Reports" requests that the Operator issue annual reports illustrating its compliance with the obligations described in Articles 4 and 6.1.

- With regard to the format and content of the reports, it would be helpful to specify that the RIRs may specify certain items on which the Operator must report
- Annual reports, especially regarding compliance to response and fulfillment time for requests, may not be sufficient to facilitate immediate remedial action. We suggest that the SLA either defines two types of report (a monthly operational report and a more extensive annual report) or simply a compliance report to be produced periodically.
- The reports are further detailed in Article 7.2, and some of the clauses are conflicting. E.g. 7.2. refers to monthly reports, Article 6.2. refers to annual reports. We recommend consolidating reporting details in Article 7.2 and referencing it from 6.2.
- It is unclear what is the purpose of the "Performance Standards Reports" specified in 7.2.2 and how it is different from the "Performance Progress Report" specified in 7.2.1.
- It seems to be useful to consider requirements specified in 7.2.4. not only for a "Final Report", but also annual or 5-year (same as the term of the agreement).

4. 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.

This principle is adequately addressed in Article 7. It may be useful to be more explicit regarding business continuity planning, including regular backups of the registry data, in case the Operator ceases to exist.

5. 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.

This principle is adequately addressed in Article 8. In Article 8.3, the number of working days within which the Operator must comply with the request to provide specific information, must be specified. We recommend 5 working days.

6. 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.

This principle is adequately addressed in Article 9.

7. 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.

This principle is adequately addressed in Article 10.

8. 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.

This principle is addressed by Article 11 “Continuity of operations.” Since the registry is the cornerstone of the IANA Numbering Services, we suggest that explicit requirements must be provided regarding the transfer of registry data and associated data (e.g. audit logs, correspondence, the state of any as-yet unfulfilled requests).

9. Intellectual Property Rights and Rights Over Data

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

This principle is adequately addressed in Article 12, if this provision covers potential IPRs and trademarks, but excludes the IANA trademark, IANA.ORG and the public registry data. In our understanding the expected arrangements for these assets (i.e. transferred to the IETF Trust, for example, and declared as being in the public domain) will be handled separately between the relevant stakeholders, not just between the RIRs and the IANA Functions Operator, and therefore are outside the scope of this Agreement. We also note that such arrangements will need to be documented and implemented in other agreements between all of the relevant actors (which include more than the parties to this SLA).

10. Resolution of Disputes

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

This principle is adequately addressed in Article 13.

11. Fee

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

This principle is adequately addressed in Article 5. However, we suggest that the period of time for which the maximum fee is defined should be specified, and in our understanding the \$100 figure serves merely as a place-holder for an as-yet-to-be-negotiated cost-based annual fee.

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