

IANA INTELLECTUAL PROPERTY: CCG FAILURES, GOVERNANCE BREAKDOWN, ISSUES AND RECOMMENDATIONS

A Personal Submission by Olivier MJ Crépin-Leblond

Based on CWG internal documents, memoranda and advice from Sidley Austin LLP San Francisco (“Sidley”), Consolidated RIR IANA Stewardship Proposal (“CRISP”) Team feedback, public comment materials, the so-called 2026 Novation Agreements and the “evolution” thereof.

Executive Summary

This document is submitted in a personal capacity. It does not purport to represent the position of any other person(s) or organisation(s) including but not restricted to any Supporting Organisation, Advisory Committee, or any other Community body of ICANN.

Following the announcement on 14 March 2014 by the NTIA to end its oversight of the IANA Contractual functions, a process started that saw one of the most rigorous exercises in multi-stakeholder Internet governance legal drafting. Over more than a year, three operational communities, specialist legal counsel including Sidley, the IETF Trust, and ICANN collaborated to create a framework of five interlocking Agreements designed to separate ownership of the IANA brand identity from operational performance of the IANA functions, while protecting those assets for the long-term benefit of the global Internet community.

The resulting five Agreements, which collectively are known as the IANA IPR Agreements dated 30 September 2016 ("The Five 2016 Agreements"), all subject to Californian Law, are as follows:

- The "top Agreement" is the IANA IPR Assignment Agreement dated 30 September 2016 ("Assignment Agreement"), between ICANN and the IETF Trust. This references the other four agreements consisting of:
 - o The IANA IPR Community Agreement dated 30 September 2016 ("Community Agreement"), between the IETF Trust, ICANN (for the Names Community), the five RIRs collectively (for the Numbers Community), and the Internet Engineering Task Force (for the Protocol Parameters Community).
 - o The three IANA IPR Licensing Agreements ("Licensing Agreements") which are exhibits to the Community Agreement, one for each of "Names Services", "Numbers Services", and "Protocol Parameter Services". ICANN was the licensee in each case, with the ability to sublicense to PTI, with the licensor being the IETF Trust.

This submission demonstrates that this framework has been materially compromised potentially due to a lack of oversight or governance, by a series of unilateral actions and failures to act over the decade since its creation.

The Community Coordination Group ("CCG"), the body charged with exercising community oversight of the framework, has failed to perform its core functions, starting from the lack of having a first meeting, thus failing to adopt its own operational rules and procedures, according to Article 2.4 of the Community Agreement; the IANA Intellectual Property appears to have been transferred to a new entity, the IETF Intellectual Property Management Corporation (IETF IPMC), without CCG authorisation and without the procedural safeguards required by The Five

2016 Agreements. A single individual appears to have executed the remedial licence-back arrangement as signatory on behalf of both counterparties.

In response to the announcement on 15 July 2024, of the IETF Trust’s intent to transfer the IANA IPR to the IETF IPMC, five Novation Agreements dated February 2026 have been circulated for execution. This submission analyses those Agreements and concludes that, far from remedying the underlying governance failures, they compound them. The novations omit the CCG entirely, substitute a corporate entity for which no suitability assessment has been conducted in place of the IETF Trust, and do not address the structural conditions that the 2016 framework was designed to secure.

The submission recommends independent investigation, engagement of specialist counsel (Sidley or Californian counsel) to prepare an independent legal opinion, full community transparency, and the adoption of interim protective measures pending the negotiation of replacement instruments that genuinely address the governance failures identified.

CRITICAL CONCERN: The 2026 Novation Agreements do not constitute a legitimate mechanism for transferring the IANA IPR. They require to be set aside and replaced by instruments negotiated with the full participation of all parties to The Five 2016 Agreements, under independent specialist legal advice, and with explicit CCG authorisation.

Table of Contents

| | |
|--|---|
| IANA INTELLECTUAL PROPERTY: CCG FAILURES, GOVERNANCE BREAKDOWN, AND THE INADEQUACY OF THE PROPOSED NOVATIONS | 1 |
| Executive Summary | 2 |
| Section I, CCG Failures and the Erosion of the 2016 Governance Framework | 6 |
| 1. Prefatory Note..... | 6 |
| 2. Overview of the Governance Framework and Its Obligations | 6 |
| 3. Specific Matters of Concern | 7 |
| 3.1 Change of Signatory for the Protocol Parameters Community Without Amendment | 7 |
| 3.2 Reduction in the Number of IETF Trustees Without Notification or Suitability Review ... | 8 |
| 3.3 Failure to Notify Changes of Mailing Address..... | 9 |

| | |
|---|----|
| 3.4 The Purported Transfer of IANA Intellectual Property to the IETF IPMC Without CCG Authorisation | 9 |
| 3.5 The CCG failed to adopt its own operational rules and procedures, according to Article 2.4 of the Community Agreement | 11 |
| 3.6 The Absence of Enforcement Action Notwithstanding Acknowledged Concerns | 11 |
| 4. The Cumulative Effect: Erosion of the 2016 Governance Framework | 12 |
| Section II, Why the 2026 Novation Instruments Are Unsuitable for Transferring the IANA Intellectual Property | 14 |
| 1. Background: What the Novations Purport to Do | 14 |
| 2. The IETF IPMC Has Not Been Assessed for Suitability as IANA IPR Custodian | 15 |
| 3. The Novations Omit a CCG Authorisation Mechanism for the Underlying Transfer | 15 |
| 4. The IETF IPMC Is Not Bound by Governance Safeguards Equivalent to Those Applicable to the IETF Trust | 16 |
| 5. The Novations Do Not Address the Identified Failures of the CCG | 17 |
| 6. The Novations Create a Risk of Circular or Ineffective Consent | 18 |
| 7. The Novations Have Been Prepared Without Equivalent Specialist Oversight | 19 |
| 8. Conclusion on the Novations | 20 |
| Section III, Recommendations | 21 |
| 5.1 Independent Investigation of the Matters Identified | 21 |
| 5.2 Engagement of Specialist Counsel for New Agreements | 21 |
| 5.3 Transparency and Community Reporting | 22 |
| 5.4 Interim Protective Measures | 22 |
| 6. Overall Conclusion | 22 |
| Appendix, Historical Background: Development of the IANA IPR Agreements and Formation of the CCG | 24 |
| A.1 Executive Summary of the Drafting History | 24 |
| A.2 The Pre-Transition Landscape: ICANN as IPR Owner and Operator | 25 |
| A.3 Early Discussions: The IPR Question Surfaces (June–August 2015) | 25 |
| A.4 The Sidley Austin Memorandum of 4 August 2015: Mapping the Options | 25 |
| Scenario 1: ICANN Retains Ownership | 25 |

| | |
|--|----|
| Scenario 2: PTI Becomes Owner | 26 |
| Scenario 3: An Independent Trust Becomes Owner | 26 |
| A.5 The DT-IPR: Developing the Principles Framework (August–December 2015) | 26 |
| A.6 Cross-Community Coordination: CRISP Team Feedback (January 2016) | 27 |
| A.7 The Signatory Question for the Names Community (August 2016) | 27 |
| A.8 Formation and Role of the Community Coordination Group | 27 |
| A.9 Key Analytical Observations from the 2016 Process | 28 |
| The Functional Neutrality Compromise | 28 |
| The Naked Licence Risk as a Structural Constraint | 28 |
| The Separation Scenario as a Unifying Design Requirement..... | 28 |
| A.10 Sources..... | 28 |
| Documents Provided..... | 28 |
| Public Archive Sources | 29 |

Section I, CCG Failures and the Erosion of the 2016 Governance Framework

1. Disclaimer Notice

This section is submitted in a personal capacity. It sets out a number of matters that raise serious concerns regarding compliance with The Five 2016 Agreements, the continuing suitability of the current arrangements for stewardship of the IANA Intellectual Property, and the adequacy of oversight of those arrangements over the decade since the completion of the IANA Stewardship Transition.

The concerns set out below are not presented as established legal findings. They are presented as matters of sufficient gravity to require independent investigation, transparent accounting by the parties concerned, and, where appropriate, formal remedial action. The standard of diligence applied in creating The Five 2016 Agreements must equally be applied in their enforcement and in any proposed modification of the arrangements they establish.

2. Overview of the Governance Framework and Its Obligations

The Community Agreement established a framework of mutual obligations binding the IETF Trust, the three operational communities, and ICANN. The Agreement was not merely a commercial contract; it was a constitutive instrument of Internet governance, establishing the Community Coordination Group (CCG) as the principal mechanism by which the operational communities would exercise oversight of the IETF Trust's stewardship of the IANA Intellectual Property.

The Community Agreement imposed specific procedural requirements on all parties, including:

- The Obligation to adopt, by consensus, its own operational rules and procedures, including requirements relating to voting, quorum, calling of meetings, actions taken by the CCG co-chairs (individually or collectively), action taken outside of meetings and the like, at its first meeting (Article 2.4);
- Obligations to notify other signatories of changes in mailing address and designated contact persons (Article 7.2);
- Restrictions on the IETF Trust's ability to sell, lease, transfer, or otherwise dispose of or encumber the IANA Intellectual Property without CCG authorisation (Article 3.2(g));
- Requirements that any proposed Licence Agreement with a prospective new IANA Operator be submitted to the CCG for prior written approval (Article 3.2(d)(i));

- An obligation on the IETF Trust to consult the CCG, and to act consistently with CCG advice, with respect to all matters concerning the IANA Intellectual Property (Article 3.1);
- A graduated dispute resolution mechanism, culminating in mandatory transfer of the IANA Intellectual Property to an entity designated by the CCG in the event of unremedied material breach (Article 3.3).

3. Specific Matters of Concern

3.1 Change of Party for the Protocol Parameters Community

The Community Agreement was executed on 30 September 2016 with the Protocol Parameters Community identified in the preamble as “the Internet Engineering Task Force, an activity of the Internet Society, a District of Columbia non-profit corporation” – noting that the legal Party is the Internet Society.

In 2018, the Internet Society created the IETF Administration LLC (“IETF LLC”) as a separate legal entity, into which it transferred the Internet Engineering Task Force (IETF) activity. The effect was that the legal identity of the Party to the IANA IPR Agreements on behalf of the Protocol Parameters Community materially changed.

On the available information, this substitution of Party was not effected by way of a formal amendment to those Agreements executed with the knowledge and consent of all other Parties. The Community Agreement expressly provides that obligations may not be assigned, and the Agreement may not be amended, without the prior written consent of the other Parties (Articles 7.5 and 7.6). A unilateral change of Party, even one reflecting a legitimate internal restructuring, does not satisfy that requirement.

Concern 3.1: On the available information, the legal identity of the Party for the Protocol Parameters Community appears to have changed without the execution of a formal amendment consented to by all Parties. Independent legal advice should be obtained on the validity and enforceability of the current instruments in light of this change.

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| Relevant provisions | <i>IANA IPR Community Agreement (30 September 2016), Preamble; Articles 7.5 (entire agreement and amendment) and 7.6 (assignment). See also: IETF Administration LLC formation, 2018; RFC 8714 (February 2020).</i> |
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3.2 Reduction in the Number of IETF Trustees Without Notification or Suitability Review

The selection of the IETF Trust as custodian of the IANA Intellectual Property was expressly based upon an assessment of the Trust’s specific legal and governance characteristics. Those characteristics included the composition and size of the trustee body, the nature of the fiduciary obligations binding individual trustees, and the institutional accountability framework within which those trustees operated.

The Second Amended and Restated Trust Agreement signed on 6 November 2018 introduced a significant number of changes to the original IETF Trust Agreement, including those ultimately passed into Standards in February 2020, when RFC 8714 reduced the number of IETF Trustees from nine to five, a reduction of more than forty per cent in the number of individuals personally responsible for the Trust assets, including the IANA Intellectual Property. The trustee composition was a characteristic specifically evaluated in the 2015 Sidley analysis as part of the assessment of the Trust’s suitability.

A material change to that characteristic, whether or not it was a reasonable internal decision for the IETF to make, engaged, at minimum, an obligation of notification to the Parties to The Five 2016 Agreements and a corresponding obligation on ICANN to assess whether the change affected the continuing suitability of the Trust for its custodian role. On the available information, no such notification was given and no such assessment was conducted.

Concern 3.2: The reduction in IETF Trustees from nine to five, effected in 2018-2020, constituted a material change to a governance characteristic of the IANA IPR custodian specifically evaluated in 2015–2016. This change appears not to have been notified to the Parties, and no independent assessment of its implications appears to have been undertaken. This is a matter requiring investigation and explanation.

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| Relevant references | <i>Second Amended and Restated Trust Agreement signed on 6 November 2018; RFC 8714 (February 2020); Sidley Memorandum, 4 August 2015</i> |
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| | <i>(evaluating trustee structure as a suitability criterion); Community Agreement, Article 3.1.</i> |
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3.3 Failure to Notify Changes of Mailing Address

The Community Agreement provides in Article 7.2 that notices shall be given at the addresses indicated for each Party, and that a Party may change its address by giving written notice to the other Parties. On the available information, one or more Parties have changed their mailing address as listed in those instruments without providing the requisite written notice.

While this may appear to be a procedural matter of lesser gravity, it is not without significance. The notice provisions are the mechanism by which Parties communicate formally and authoritatively with one another. Failure to maintain current and accurate address information undermines the efficacy of those provisions and, in a dispute scenario, could create uncertainty as to whether notices were validly given and received. It is also symptomatic of a broader pattern of inattention to the procedural requirements of The Five 2016 Agreements.

Concern 3.3: One or more Parties appear to have changed their registered mailing address without providing written notice as required by Article 7.2. All Parties should confirm their current contact details and bring those details into conformity with the Agreement's requirements.

3.4 The Purported Transfer of IANA Intellectual Property to the IETF IPMC Without CCG Authorisation

This is, in the view of the undersigned, the most serious matter raised in this submission.

The Community Agreement provides, in clear and unambiguous terms, that the IETF Trust shall not “sell, lease (as lessor), transfer or otherwise dispose of, or mortgage or pledge, or impose or suffer to be imposed any Encumbrance on, in whole or in part, any of the IANA Intellectual Property” (Article 3.2(g)). Any transfer of the IANA Intellectual Property, to any entity, for any reason, falls squarely within this prohibition unless authorised through the dispute resolution and CCG-direction mechanism in Article 3.3.

It is a matter of serious concern that the IANA Intellectual Property appears, on the available information, to have been transferred from the IETF Trust to the newly formed IETF Intellectual Property Management Corporation (IETF IPMC) without:

- Prior notification to, or consultation with, the CCG;
- Authorisation by the CCG pursuant to the mechanisms established in the Community Agreement;
- The consent of the other Parties to the Agreement, as would be required for any effective amendment of the arrangements established by the Five 2016 Agreements.

It is further a matter of serious concern that, upon this apparent unauthorised transfer having been recognised as problematic, the response was not to reverse the transfer and restore the position established by The Five 2016 Agreements, but instead to execute a **licence-back arrangement**, purporting to licence the IANA Intellectual Property from the IETF IPMC back to the IETF Trust. On the available information, this licence-back arrangement was executed with the same individual acting in a signatory capacity for both the licensor (the IETF IPMC) and the licensee (the IETF Trust).

This raises concerns of the utmost gravity. The execution of a governance instrument by a single individual acting on behalf of both counterparties, absent specific authorisation for such a dual role, engages well-established principles regarding conflicts of interest and the validity of transactions so concluded. Furthermore, the substance of the transaction inverts the ownership structure that The Five 2016 Agreements were designed to establish and maintain, without any of the procedural safeguards that govern changes to that structure.

Concern 3.4: On the available information, the IANA Intellectual Property appears to have been transferred from the IETF Trust to the IETF IPMC without CCG authorisation, in apparent contravention of Article 3.2(g). A subsequent licence-back arrangement, executed with apparent conflicts of interest, does not constitute an adequate remedy. This matter requires urgent independent investigation.

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| Relevant provisions | <i>IANA IPR Community Agreement, Article 3.2(g) (prohibition on transfer); Article 3.3 (exclusive mechanism for authorised transfer); Article 2.1 (CCG role). See also: Sidley Memorandum, 4 August 2015, Appendix A, Stress Test 3 (trust default on IPR obligations).</i> |
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3.5 The CCG failed to adopt its own operational rules and procedures, according to Article 2.4 of the Community Agreement

According to Article 2.4 of the Community Agreement:

“2.4 CCG Operational Procedures, the CCG shall adopt, by consensus, its own operational rules and procedures, including requirements relating to voting, quorum, calling of meetings, actions taken by the CCG co-chairs (individually or collectively), action taken outside of meetings and the like, at its first meeting, and shall thereafter revise such rules and procedures as permitted thereby.”

The CCG failed to adopt these procedures since in its decade of operation, it did not have an actual “first meeting” with an agenda to satisfy Article 2.4.

The lack of adoption of formal procedures is a significant failure of Process.

Concern 3.5: On the available information, the CCG appears to have not held a “first meeting” to satisfy the tasks defined in Article 2.4 of the Community Agreement, thus being in breach of Procedure. This matter requires urgent independent investigation and urgent attention on the part of the CCG, prior to any IANA IPR being transferred. The lack of Procedures has complicated matters in relation to the current transfer procedure that started over two years ago.

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| Relevant provisions | <i>IANA IPR Community Agreement, Article 2.4 CCG Operational Procedures, the CCG shall adopt, by consensus, its own operational rules and procedures, including requirements relating to voting, quorum, calling of meetings, actions taken by the CCG co-chairs (individually or collectively), action taken outside of meetings and the like, at its first meeting, and shall thereafter revise such rules and procedures as permitted thereby.</i> |
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3.6 The Absence of Enforcement Action Notwithstanding Acknowledged Concerns

The Community Agreement contains a graduated mechanism for addressing breaches, moving from notification and a cure period (60 days), through a ninety-day consultation period requiring at least one in-person meeting, to non-binding AAA mediation (90 days), and ultimately to a mandatory obligation on the IETF Trust to transfer the IANA Intellectual Property

to an entity designated by the CCG. This mechanism was deliberately constructed to provide the operational communities with effective recourse in the event of Trust default.

The concerns raised in this submission, in particular those in sections 3.1, 3.2, 3.4 and 3.5, relate to matters that, on the available information, were not addressed through that mechanism notwithstanding that some appear to have been acknowledged by the parties involved. The failure to invoke the dispute resolution and breach notification procedures raises a separate and distinct concern about the effectiveness of the CCG as an oversight body and about ICANN's discharge of its own obligations as a party to the instruments.

It should be noted that all signatories hold both rights and obligations under The Five 2016 Agreements. ICANN, as a party to the Assignment Agreement and the three Licence Agreements, and as the designated signatory for the Names Community under the Community Agreement, carries specific obligations to act in a manner consistent with the purposes of the Agreements and to protect the interests of the Names Community. It is a matter of concern whether those obligations have been fully discharged.

Concern 3.6: The dispute resolution and enforcement mechanisms of the Community Agreement do not appear to have been invoked in response to the matters identified in this submission, notwithstanding that some appear to have been known to relevant parties. The CCG's role as the primary oversight mechanism requires examination, as does ICANN's discharge of its own obligations. Independent review of the CCG's operation since 2016 is warranted.

4. The Cumulative Effect: Erosion of the 2016 Governance Framework

Taken individually, each of the concerns set out in section 3 above is a matter of significance. Taken cumulatively, they disclose a pattern that is deeply troubling from a governance perspective. The framework of the Five 2016 Agreements was carefully engineered to ensure that the stewardship of the IANA Intellectual Property, assets critical to the stable functioning of the Internet's identifier systems, would be subject to robust community oversight, clearly defined accountability obligations, and enforceable procedural safeguards.

Over the decade since the execution of those Agreements, the following developments have cumulatively eroded that framework:

- The legal identity of one of the three operational community Parties has changed without formal amendment of the Agreements.

- A fundamental governance characteristic of the IANA IPR custodian, the size of the trustee body, has changed without notification to or assessment by the other parties.
- The IANA Intellectual Property appears to have been transferred to a new entity without CCG authorisation (and without its own operational procedures) and without the procedural protections required by the Agreements.
- A remedial transaction addressing that transfer was executed in circumstances that raise serious questions about conflicts of interest and the adequacy of the remedy.
- Basic notification obligations regarding changes of address have not been observed by one or more parties.
- None of the above appears to have been addressed through the enforcement and dispute resolution mechanisms that The Five 2016 Agreements expressly provide for precisely these circumstances.

The foundational premise of the The Five 2016 Agreements, confirmed by Andrew Sullivan's representation to the DT-IPR that **the IETF Trust would not change its structure**, which informed the CWG-Stewardship's decision to accept functional neutrality through contractual safeguards rather than insisting on structural neutrality, has been comprehensively undermined. The IETF Trust did change its structure, and it has now been replaced, in the custodian role, by a legal entity of an entirely different character. The contractual safeguards were not enforced. The result is that the community now faces the prospect of the IANA Intellectual Property being held by an entity, the IETF IPMC, for which no equivalent assessment of suitability has been conducted and no equivalent set of bespoke governance protections has been put in place.

Section II, Why the 2026 Novation Agreements Are Unsuitable for Transferring the IANA Intellectual Property

1. Background: What the Novation Agreements Purport to Do

Five novation Agreements, all drafted in February 2026, have been circulated for execution by the Parties to The Five 2016 Agreements:

- A Novation and Consent to Assignment of the IANA IPR Assignment Agreement (the “Assignment Novation”), among the IETF Trust (as Assignor), the IETF Intellectual Property Management Corporation (IETF IPMC, as Assignee), and ICANN.
- A Novation and Consent to Assignment of the IANA IPR Community Agreement (the “Community Novation”), among the IETF Trust (as Assignor), the IETF IPMC (as Assignee), ICANN, and the five Regional Internet Registries, and IETF Administration LLC.
- A Novation and Consent to Assignment of IANA IPR License Agreement for IANA Names Services (the “Names License Agreement”), among the IETF Trust (as Assignor), the IETF IPMC (as Assignee) and ICANN.
- A Novation and Consent to Assignment of IANA IPR License Agreement for IANA Protocols Services (the “Protocols License Agreement”), among the IETF Trust (as Assignor), the IETF IPMC (as Assignee) and ICANN.
- A Novation and Consent to Assignment of IANA IPR License Agreement for IANA Numbers Services (the “Numbers License Agreement”), among the IETF Trust (as Assignor), the IETF IPMC (as Assignee) and ICANN.

All five Novation Agreements are stated to take effect on execution of an Asset Transfer Agreement pursuant to which the IETF IPMC will acquire all of the assets of the IETF Trust. All five Novation Agreements purport to substitute the IETF IPMC for the IETF Trust as party to the relevant 2016 Agreements, and to bind the IETF IPMC to all obligations previously assumed by the IETF Trust.

On their face, these Agreements are presented as a routine succession mechanism, replacing one institutional vehicle with another, and obtaining the consent of the counterparties. In substance, however, they are profoundly inadequate as a means of securing the governance objectives that the 2015 Sidley framework and The Five 2016 Agreements were designed to achieve, for the reasons set out below.

2. The IETF IPMC Has Not Been Assessed for Suitability as IANA IPR Custodian

The selection of the IETF Trust as custodian of the IANA Intellectual Property in 2016 was not arbitrary. It was the product of a systematic analysis by Sidley of three ownership scenarios, tested against five stress scenarios, followed by community deliberation over more than a year. The assessment evaluated specific characteristics of the IETF Trust, including its legal form as a Virginia common law trust, the fiduciary obligations of its trustees under trust law, its institutional accountability to the IETF community, and the amendability of its governing documents to accommodate IANA-specific governance requirements.

The IETF IPMC is a Delaware corporation exempt from taxation. It is an entity of an entirely different legal character from the IETF Trust. The legal framework applicable to a Delaware corporation, its governance, the duties of its directors, its susceptibility to corporate law requirements such as merger, dissolution, or acquisition, and its relationship to its members or shareholders, is fundamentally different from the framework applicable to a Virginia common law trust.

No analysis comparable to the 2015–2016 Sidley assessment has been conducted in respect of the IETF IPMC. The novation Agreements do not contain any such assessment, any representation as to the suitability of the IETF IPMC for the custodian role, or any mechanism for the operational communities to evaluate that suitability before execution. The operational communities are being asked to consent to a change of custodian without the analytical foundation on which the original selection was made.

Fundamental deficiency 1: The IETF IPMC has not been assessed for suitability as IANA IPR custodian by any process equivalent to the 2015–2016 Sidley analysis. Substituting the IETF IPMC for the IETF Trust without such an assessment is inconsistent with the standard of due diligence that the governance framework requires.

3. The Novation Agreements Omit a CCG Authorisation Mechanism for the Underlying Transfer

As set out in Section 1.3.4 above, the transfer of the IANA Intellectual Property to the IETF IPMC, which the novation Agreements presuppose, appears to have occurred, or to be in the process of occurring, without authorisation by the CCG pursuant to Article 3.2(g) and Article 3.3 of the Community Agreement. The novation Agreements do not address this deficiency. They do not contain any recital acknowledging that the underlying transfer required CCG authorisation. They

do not contain any representation that such authorisation was obtained. They do not establish any mechanism for the CCG to authorise the transfer as a condition of the novation Agreements taking effect.

Instead, both novation Agreements condition their effect on the execution of an “Asset Transfer Agreement”, a bilateral Agreement between the IETF Trust and the IETF IPMC to which the CCG is not a party and which is not attached to or described in the novation Agreements themselves. The CCG’s consent is obtained, in form, through the execution of the Community Novation Agreement by the Operational Community Parties. But that consent is to the novation of the Community Agreement, not to the underlying asset transfer. The Community Agreement’s prohibition on transfer without CCG authorisation is not addressed.

Furthermore, the Community Novation Agreement contains a recital that the Assignor and Assignee “consulted with the Operational Community Parties through the Community Coordination Group (CCG)” and “received CCG consent”. However, there is no indication in the instruments themselves of what that consent encompassed, when it was given, by what procedure it was obtained, or whether it constituted the “prior written approval” of the CCG required by Article 3.2(g) of the Community Agreement for a transfer of the IANA Intellectual Property. A bare recital of CCG consent in a novation Agreement, without supporting documentation and without the CCG’s own signed authorisation, does not satisfy the procedural requirements of the Community Agreement.

Fundamental deficiency 2: The novation Agreements do not establish that the underlying transfer of the IANA Intellectual Property to the IETF IPMC was authorised by the CCG pursuant to Article 3.2(g) and Article 3.3 of the Community Agreement. A bare recital of CCG consultation and consent in the Community Novation Agreement, without supporting documentation or the CCG’s own signed authorisation, does not satisfy the Community Agreement’s requirements.

4. The IETF IPMC Is Not Bound by Governance Safeguards Equivalent to Those Applicable to the IETF Trust

The 2016 framework was specifically designed for a trust as custodian entity, not for a corporation. The contractual safeguards in the Community Agreement, the obligations on the IETF Trust to consult the CCG, to seek CCG approval for new licences, to follow CCG directions on termination, and to transfer the IANA Intellectual Property if directed to do so following unremedied breach, were calibrated to the legal characteristics of a trust and to the fiduciary duties of individual trustees under trust law.

A Delaware corporation is not subject to the same fiduciary framework as a Virginia common law trust. The directors of a corporation owe duties to the corporation and, in some formulations, to its members or beneficial owners, but the nature and enforceability of those duties is different from the duties of trustees. A corporation can be dissolved, merged, acquired, or restructured under corporate law in ways that a trust cannot. Its assets are held as corporate assets, not on trust for defined beneficiaries. The insolvency regime applicable to a corporation is different from that applicable to a trust.

The novation Agreements do not address any of these differences. They do not modify the Community Agreement to reflect the different legal character of the IETF IPMC. They do not impose additional governance requirements on the IETF IPMC to compensate for the structural differences between a corporation and a trust. They do not provide for the CCG to have any role in the governance of the IETF IPMC itself, beyond the contractual rights already conferred by the Community Agreement. They assume that the existing Community Agreement, drafted for a trust, will operate in exactly the same way when applied to a corporation, an assumption that is legally and practically unsound.

As the 2015 Sidley analysis explicitly noted, the contractual safeguards in the Community Agreement were designed to compensate for the structural limitations of the IETF Trust as custodian entity. They were not designed to compensate for the structural limitations of a Delaware corporation. If the custodian entity changes from a trust to a corporation, the contractual safeguards themselves require redesign.

Fundamental deficiency 3: The contractual safeguards in the Community Agreement were designed for a trust as custodian entity. They are not adequate substitutes for the governance protections required when the custodian is a Delaware corporation. The novation Agreements apply a trust-specific framework to an entity of entirely different legal character without modification, creating structural governance gaps.

5. The Novation Agreements Do Not Address the Identified Failures of the CCG

The concerns identified in Section I of this submission, the lack of “first meeting”, the unamended change of Protocol Parameters Community Party, the reduction in trustee numbers without notification, the failure to notify address changes, the apparently unauthorised transfer, and the absence of enforcement action, are not addressed anywhere in the novation Agreements. The novation Agreements proceed as if the 2016 framework has been operating satisfactorily and requires only a routine succession amendment.

They do not contain any acknowledgement of the matters identified in this submission. They do not contain any undertaking by the parties to investigate or remedy those matters. They do not modify the governance framework to prevent equivalent failures occurring in future. They do not strengthen the CCG's oversight role or introduce any mechanism for independent review of the CCG's performance.

Indeed, by proceeding with a novation Agreement that simply substitutes one custodian entity for another while leaving the structural weaknesses of the governance framework unaddressed, the novation Agreements risk ratifying the pattern of non-compliance that has characterised the framework's operation since 2016. The operational communities are being asked to consent to a major structural change, the replacement of the IETF Trust as custodian, while simultaneously consenting, by implication, to the series of governance failures through which the change was precipitated.

Fundamental deficiency 4: The novation Agreements do not acknowledge, investigate, or remedy any of the governance failures identified in Section I of this submission. Executing the novation Agreements without first addressing those failures risks ratifying a pattern of non-compliance with the 2016 framework and validating the process by which the unauthorised transfer was effected.

6. The Novation Agreements Create a Risk of Circular or Ineffective Consent

There is a structural circularity in the novation framework that requires careful attention. All five novation Agreements condition their effect on the execution of the Asset Transfer Agreement between the IETF Trust and the IETF IPMC. The Asset Transfer Agreement is not itself a party to, or exhibited as part of, the novation Agreements. The operational communities are consenting to a succession of the IETF Trust's rights and obligations by the IETF IPMC, conditional on a bilateral transaction the terms of which are not disclosed to them in the novation Agreements.

If the Asset Transfer Agreement contains terms that are inconsistent with, or additional to, the obligations imposed by The Five 2016 Agreements, those terms would bind the IETF IPMC as a matter of contract but would not be visible to the operational communities through the novation Agreements. The operational communities would have consented to a succession without knowing the full terms on which the IETF IPMC is acquiring the IANA Intellectual Property.

Furthermore, the Assignment Novation Agreement is a tripartite instrument among the IETF Trust, the IETF IPMC, and ICANN. The Community Novation Agreement is a nine-party instrument among the IETF Trust, the IETF IPMC, ICANN, the five RIRs, and IETF Administration LLC. The Assignment Novation Agreement does not bind the RIRs, IETF Administration LLC, or the other Operational Community parties to the Community Agreement. This means the five novation Agreements, taken together, do not constitute a complete and coherent replacement of The five 2016 Agreements: there will remain Agreements to which the IETF IPMC is not party, or to which some operational community parties are not party, creating potential gaps in the legal framework.

Fundamental deficiency 5: The novation Agreements are conditional on an undisclosed bilateral Asset Transfer Agreement and do not together constitute a complete succession to The Five 2016 Agreements. This creates risks of circular consent, undisclosed terms, and gaps in the legal framework governing the IANA Intellectual Property.

7. The Novation Agreements Have Been Prepared Without Equivalent Specialist Oversight

The Five 2016 Agreements were prepared with the active involvement of Sidley, specialist legal counsel with expertise in trademark law, trust law, and Internet governance. The process involved multiple rounds of community review, a public comment period, and an extensive period of negotiation across the three operational communities. The resulting instruments reflected, in the words of the Executive Summary to this submission, “one of the most intricate exercises in multi-stakeholder Internet governance legal drafting undertaken to date.”

The 2026 novation Agreements bear no indication that they have been prepared with equivalent specialist oversight. They are short instruments (the Assignment Novation runs to two pages of operative text; the Community Novation to four pages, the Licensing Agreements to two pages each). They do not recite the involvement of specialist legal counsel. They do not contain the detailed stress-testing of alternative structures that characterised the 2015–2016 process. They were not issued for public comment before circulation.

This is not a matter of form. The Five 2016 Agreements were intricate precisely because the governance challenges they addressed were intricate. The challenges presented by the transition from a trust to a corporation as IANA IPR custodian are no less intricate. The novation Agreements, as they stand, do not address those challenges with anything approaching the rigour that the 2015–2016 process brought to bear.

Furthermore, as noted above, the email of Sam Eisner on 30 April 2025 to the Chair of the IETF Trust does not appear to have been acted upon in any way. It is clear that the matter needs much attention and that engaging Sidley, or counsel of equivalent specialist expertise, is the only way to ensure these very important matters are given the same care and attention as during the IANA Stewardship Transition in 2015 and 2016.

Fundamental deficiency 6: The novation Agreements show no evidence of preparation with specialist legal oversight equivalent to that applied in the 2015–2016 process. The governance challenges presented by the transition from a trust to a corporation as IANA IPR custodian require analysis of equivalent rigour to that which Sidley brought to the original selection of the IETF Trust.

8. Conclusion on the Novation Agreements

For the reasons set out in this section, the 2026 novation Agreements are not a suitable mechanism for transferring the IANA Intellectual Property from the IETF Trust to the IETF IPMC. They fail to address the suitability of the IETF IPMC for the custodian role; they fail to establish CCG authorisation for the underlying transfer on the terms required by the Community Agreement; they apply a trust-specific governance framework to an entity of different legal character without modification; they do not address the governance failures identified in Section I; they risk creating circular consent and gaps in the legal framework; and they have been prepared without the specialist oversight that the complexity of the task demands.

The novation Agreements should not be executed in their present form. The operational communities, and in particular ICANN acting in its capacity as signatory for the Names Community, should decline to execute the novation Agreements and should instead pursue the process of independent investigation and specialist legal advice recommended in Section III of this submission.

Section III, Recommendations

1.1 Independent Investigation of the Matters Identified

The ICANN Board is respectfully urged to commission an independent investigation into each of the matters of concern identified in Section I above. That investigation should be conducted by legal counsel with no prior institutional involvement in the matters under review. Its terms of reference should include:

1. A determination of the current legal validity and enforceability of the five IANA IPR Agreements of 30 September 2016, taking into account the changes identified in this submission;
2. An assessment of whether the transfer of IANA Intellectual Property to the IETF IPMC was authorised under the terms of those Agreements, and if not, what steps are available to address that position;
3. An assessment of the legal effect of the licence-back arrangement and, in particular, whether its execution by a single individual in a dual capacity gives rise to questions of validity or enforceability;
4. A review of the CCG's operation since 2016, with a specific focus on whether the oversight and advisory functions established by the Community Agreement have been exercised in accordance with its terms;
5. An assessment of ICANN's discharge of its own obligations as a party to the Five 2016 Agreements.

1.2 Engagement of Specialist Counsel for New Agreements

The ICANN Board is urged to engage Sidley, or counsel of equivalent specialist expertise in trademark law, trust law, and Internet governance, to advise on the terms of replacement Agreements. That engagement should be preceded by, and informed by, the independent investigation described in section 1.1 above, so that the new instruments address not only the changed character of the custodian entity but also the specific vulnerabilities exposed by the pattern of non-compliance identified in this submission.

The replacement instruments must be designed specifically for a Delaware corporation as custodian entity, not adapted from instruments designed for a Virginia common law trust. They must contain the suitability assessment, governance requirements, and community

accountability mechanisms that the IETF IPMC requires, equivalent to those imposed on the IETF Trust in 2016.

1.3 Transparency and Community Reporting

The ICANN Board is urged to make available to the broader ICANN community a transparent account of the matters raised in this submission, in particular the circumstances of the IANA Intellectual Property transfer and the licence-back arrangement, together with ICANN's assessment of the current legal position and the steps it proposes to take. The IANA IPR framework was created through an open, community-driven process. The community is entitled to transparency about developments that have materially affected that framework.

1.4 Interim Protective Measures

Pending the completion of the independent investigation and the negotiation and execution of replacement Agreements, the ICANN Board is urged to take such interim steps as may be available to it to ensure that the IANA Intellectual Property is held and managed in a manner that maintains, to the greatest extent possible, the protective purposes of the 2016 framework. This may include, without limitation:

- Seeking confirmation from the IETF Trust and the IETF IPMC of the current legal status of the IANA Intellectual Property and the terms on which it is held;
- Requesting that no further transactions affecting that property be undertaken without prior notification to and consultation with the CCG and ICANN;
- Confirming that the IANA IPR Licence Agreements remain in full force and effect, such that ICANN's and PTI's ability to continue performing the IANA functions is not affected by the governance failures identified in this submission.

6. Overall Conclusion

The concerns set out in this submission are not raised in a spirit of institutional criticism for its own sake. They are raised because the IANA Intellectual Property is central to the identity, continuity, and public trust that attach to the Internet's core identifier functions, and because the framework constructed in 2015 and 2016 to protect those assets, at considerable cost in time, expertise, and community effort, appears to have been materially compromised by a series of unilateral actions and omissions over the ensuing decade.

The premise on which the CWG-Stewardship accepted functional neutrality, achieved through contractual arrangements with the IETF Trust, in preference to structural neutrality was that

those contractual arrangements would be observed and enforced. That premise has not been borne out. The IETF Trust changed its structure. Its replacement entity is of an entirely different legal character. The contractual mechanisms were not invoked when departures from the Agreements occurred. The 2026 novation Agreements, presented as a solution, compound rather than resolve these problems.

This is precisely the situation that the Sidley stress tests were designed to anticipate and prevent. The ICANN Board is respectfully but firmly urged to treat the matters raised in this submission as matters of the highest governance priority, and to respond with the rigour and transparency that the ICANN community, and the users of the Internet whose interests ICANN exists to serve, are entitled to expect.

Appendix, Historical Background: Development of the IANA IPR Agreements and Formation of the CCG

A Comprehensive Summary from CWG-Stewardship Working Documents and Public Archive Material. Last updated 13 April 2026 | Based on CWG internal documents, Sidley memoranda, CRISP Team feedback, public comment submissions, and IANA Stewardship Transition public archives.

This Appendix provides the detailed historical record of how The Five 2016 Agreements were developed. It is placed here as supporting material for the governance analysis in the main body of this submission. Understanding the purposes and design choices of the 2016 framework is essential to evaluating the significance of the failures identified in Sections I and II.

A.1 Executive Summary of the Drafting History

This Appendix traces the full drafting history of the IANA Intellectual Property Rights (IPR) Agreements that accompanied the 2016 IANA Stewardship Transition. It draws on internal CWG-Stewardship working documents, including legal memoranda from Sidley, Design Team drafts, CRISP Team feedback, public comment materials, signatory correspondence, and implementation planning records, together with relevant public archive material from the ICG, IETF Trust, ICANN, and community mailing lists.

The central challenge addressed by the IPR Agreements was a structural one: how to separate the ownership of the IANA brand identity, the trademarks ‘IANA’ and ‘Internet Assigned Numbers Authority’, the IANA logo, and the domain names iana.org, iana.com, and iana.net, from the operational performance of the IANA functions, while ensuring that the IANA operator (initially ICANN, acting through its new subsidiary Public Technical Identifiers, or PTI) retained the practical ability to continue using those assets.

The answer, reached after more than a year of deliberation across the three operational communities and intensive legal work, was a suite of five interlocking agreements: an Assignment Agreement transferring the IPR from ICANN to the IETF Trust; a Community Agreement establishing the Community Coordination Group (CCG) and governing the relationship between the Trust and the communities; and three separate Licence Agreements, one each for Names, Numbers, and Protocol Parameters, granting ICANN (and through it, PTI) the right to use the IANA IPR in performing the IANA functions. All five agreements were executed on 30 September 2016.

A.2 The Pre-Transition Landscape: ICANN as IPR Owner and Operator

Prior to the transition, ICANN held a dual role that would become a central concern of the IPR workstream. ICANN was the registered owner of all IANA intellectual property, including the word mark ‘Internet Assigned Numbers Authority’ (US Registration No. 2764089, first used 1989), the stylised IANA logo mark (US Registration No. 2620519, first used 1997), the word mark ‘IANA’ (US Registration No. 3536171, first used 1996), and the domain names *iana.org*, *iana.com*, and *iana.net*.

As the owner of these marks, ICANN was legally responsible for quality control, the requirement under US trademark law that a licensor exercise oversight over the goods and services provided under its marks. Sidley warned the CWG that failure to maintain adequate quality control could result in a ‘naked licence’ finding, potentially leading the USPTO to declare the marks abandoned. This legal reality was to shape the entire structure of the eventual IPR arrangements.

A.3 Early Discussions: The IPR Question Surfaces (June–August 2015)

IPR was not initially a primary focus of the CWG-Stewardship’s work. The CWG submitted its Final Proposal to the IANA Coordination Group (“ICG”) on 11 June 2015 with only placeholder text on the IPR question (Annex S). The issue crystallised at the ICANN meeting in Buenos Aires (ICANN 53, June 2015), where the placeholder text appeared to conflict with other communities’ positions.

On 6 August 2015, the CWG tasked Sidley with producing a formal legal analysis of the ownership options. On 20 August 2015, the CWG agreed that the IANA IPR should be held by a ‘neutral/independent trust’. The ICANN Board’s statement of 15 August 2015 added a critical constraint: ICANN was prepared to transfer full ownership of the IANA trademarks to a neutral third party, but insisted on maintaining operational control over the *iana.org* domain for as long as it (or PTI) remained the IANA Functions Operator.

A.4 The Sidley Memorandum of 4 August 2015: Mapping the Options

The Sidley memorandum is the pivotal analytical document in the drafting history. It provided a systematic comparison of three ownership scenarios and an Appendix A of five Stress Tests.

Scenario 1: ICANN Retains Ownership

ICANN would continue to own the IANA IPR and licence it to PTI through the IANA Functions Agreement. Clear advantages in continuity, but the primary disadvantage was insolvency risk.

Scenario 2: PTI Becomes Owner

This would ring-fence all IANA assets in PTI. However, the Internet Number Community (CRISP) had expressly recommended that ownership should not vest in the IANA Functions Operator, precisely to facilitate a smooth transition should another operator be selected in future.

Scenario 3: An Independent Trust Becomes Owner

Sidley identified this as the most complex and administratively burdensome option, but acknowledged it offered significant advantages: meeting the CRISP recommendation, separating owner from operator, providing strong insolvency protection, and allowing community accountability mechanisms to be built into trust arrangements. Sidley noted that while the IETF Trust had been suggested, it raised specific complications around its legal form as a non-separate entity, its beneficiary structure, and the need for governing document amendments. Importantly, Sidley only considered the suitability of the IETF Trust as a trust and not any other legal structure, for example, a not-for-profit corporation.

The Stress Tests in Appendix A tested each scenario against ICANN default, change of IANA Functions Operator, trust default, insolvency, and quality oversight. The trust scenario consistently required that trust documents be drafted with express instructions for each contingency.

A.5 The DT-IPR: Developing the Principles Framework (August–December 2015)

Following the Sidley memorandum, a specialist Design Team on IPR (DT-IPR) was constituted within the CWG-Stewardship. The DT-IPR's December 2015 draft structured analysis across six categories: General Owner Requirements, Separation Principles, Dispute Resolution, iana.org Domain, and Trademark Management.

The most consequential issue was the choice between structural neutrality (no structural tie to any operational community) and functional neutrality (effective control not dominated by any single community). The DT-IPR noted that the IETF Trust would not change its structure, a representation that effectively signalled that if structural neutrality were required, a new trust would be needed. This tension drove the CWG toward accepting the IETF Trust with contractual safeguards rather than insisting on structural change. In view of this, the contractual safeguards were therefore designed specifically for a trust and not for any other type of legal structure.

A.6 Cross-Community Coordination: CRISP Team Feedback (January 2016)

The CRISP Team’s core position flowed directly from the ICG proposal’s language: the IPR holder must be independent of the IANA Numbering Services Operator, must ensure non-discriminatory use for the benefit of the entire community, and the IANA Number Registries must remain in the public domain. The CRISP Team explicitly endorsed the IETF Trust as an acceptable candidate and supported the conclusion that functional neutrality through the CCG mechanism, rather than structural reform, would be sufficient.

A.7 The Signatory Question for the Names Community (August 2016)

One of the most practically complex questions was who should sign the Community Agreement on behalf of the Names Community, which had no single legal entity. Sidley assessed five possible signatories. The resolution was to have ICANN serve as signatory under a carefully constrained letter agreement that defined the exact scope of ICANN’s authority and provided mechanisms for the Names Community to appoint a different signatory. This created a structural tension that Sidley explicitly identified: ICANN would be simultaneously the licensee under the Licence Agreement and the institutional vehicle for the licensor community’s rights under the Community Agreement.

A.8 Formation and Role of the Community Coordination Group

The CCG was created by the Community Agreement itself, embedded in Article 2, with its membership, procedures, and relationship to the IETF Trust all defined therein. It consists of nine individuals: three appointed by each of the Names Community, Numbers Community, and Protocol Parameters Community. Each community also designates one of its three representatives as its CCG co-chair. In particular, Article 2.4 defines the process by which it should develop its own operational rules and procedures, at its first meeting – an obligation it has failed to satisfy, as it did not appear to have had any such “first meeting” in its ten-year existence.

The CCG’s authority was structured across three tiers: (1) guidance and advice, where the IETF Trust must consult the CCG and consider its advice in good faith with a rebuttable presumption that it will accept CCG recommendations; (2) approvals, where the CCG must give prior written approval for any new Licence Agreement with a prospective IANA Operator; and (3) direction, where each CCG co-chair has the right to direct the IETF Trust to terminate the Licence Agreement for their community’s designated IANA Service.

One of the most legally significant provisions is what might be called the ‘transfer covenant’: the IETF Trust committed to seek from the IETF approval of an amendment to its own governing

documents to permit transfer of the IANA Intellectual Property to a third party in specified circumstances, the community's insurance policy against the risk that the IETF Trust itself might fail in its obligations.

A.9 Key Analytical Observations from the 2016 Process

Three analytical observations from the 2016 drafting process are particularly relevant to the concerns raised in this submission:

The Functional Neutrality Compromise

The tacit acceptance of functional neutrality (IETF Trust with CCG contractual oversight) in preference to structural neutrality was driven by pragmatism, but it introduced a structural tension that the drafters knew existed. The CCG mechanism was the solution. However, never was the possibility of the Trust being replaced by a not-for-profit corporation even considered by Sidley.

The Naked Licence Risk as a Structural Constraint

Sidley's warning about naked licence risk fundamentally constrained how quality control responsibilities could be allocated. The trademark owner (the IETF Trust) could not simply delegate all oversight to the communities. This explains why the executed Community Agreement requires each Operational Community to actively monitor the IANA Operator's use of the IPR for quality control purposes and report deficiencies to the Trust.

The Separation Scenario as a Unifying Design Requirement

Running through all of the DT-IPR, CRISP, and Sidley documents is a consistent preoccupation with the 'separation scenario'. Every aspect of the agreement structure was tested against the situation in which one or more operational communities decides to change its IANA Functions Operator. The answers, embedded in the finalised agreements, are yes, but through a graduated process that prioritises operational stability over speed of change.

A.10 Sources

Documents Provided

- [Community-Agreement_CWG_Comments_7_26_16.pdf](#), CWG annotated draft of IANA IPR Community Agreement, 26 July 2016
- [CRISP_Team_Feedback_on_IPR_principles.pdf](#), CRISP Team feedback on DT-IPR draft principles, 7 January 2016

- CWG_Update_22Sep16.pdf, ICANN Transition Implementation Planning Status Update, 22 September 2016
- Draft_DT-IPR_Remit_.pdf, Chronology of CWG-Stewardship IPR discussions for DT-IPR consideration
- DT-IPR_Draft_of_December_14_2015.pdf, DT-IPR discussion draft, December 2015
- Memo_IPR_4Aug.pdf, Sidley Austin LLP memorandum to CWG on IANA IPR ownership structures and Stress Tests, 4 August 2015
- Notes_re_Signatory_to_Community_Agreement_Draft_8_17_16.pdf, Sidley analysis of potential Names Community signatories, 17 August 2016
- Instructions_from_Fuhr_and_Robinson_to_ICANN_to_sign_IANA_IPR_Community_Agreement.pdf, CWG Co-Chairs' instructions to ICANN as signatory, 23 September 2016
- RFC 8090, Appointment Procedures for the IETF Representatives to the CCG, February 2017
- RFC 8714, Update to the Process for Selection of Trustees for the IETF Trust, February 2020

Public Archive Sources

- IETF Trust, IANA Intellectual Property page: <https://trustee.ietf.org/iana-ipr/>
- IANA Stewardship Transition Coordination Group (ICG): <https://www.ianacg.org/>
- ICANN IANA Stewardship Transition Proposal (Final, 10 March 2016)
- ICANN Statement on IANA IPR, 15 August 2015
- IETF Community Wiki, CCG page: <https://wiki.ietf.org/group/ccg>
- IETF Datatracker, RFC 8090: <https://datatracker.ietf.org/doc/html/rfc8090>
- APNIC IANA Transition archive: <https://www.apnic.net/community/ecosystem/iana-transition/>
- RIPE NCC IANA Stewardship Transition archive: <https://www.ripe.net/community/internet-governance/internet-technical-community/iana/iana-stewardship-transition/>