

Second IANA Naming Function Review (IFR2) Meeting 17

23 July 2024 | 18:00 UTC

Meeting Wiki:

<https://community.icann.org/pages/viewpage.action?pageId=344391841>

Review Team Members and Liaisons: Alan Barrett, Ashley Heineman, Brett Carr, Carlton Samuels, Edowaye Makanjuola, Jonathan Robinson, Kim Davies, Lars-Johan Liman, Lyman Chapin, Peter Koch, Rick Wilhelm, Sami Ali, Steve Conte Apologies: Brenda Brewer, Rafik Dammak	Observers: N/A ICANN Org: Jennifer Bryce, Reda Josifi, Sam Eisner
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These high-level notes are designed to help people to navigate through the content of the call. They are not meant to be a substitute for the meeting recording, which can be accessed directly via this [link](#), or on the wiki page linked above.

Newly Added Action Item(s):

- ICANN support team to share homework assignment with the review team via email.

1) Welcome, Roll Call, SOI updates

2) Action Items (all action items tracked in the Google sheet linked [here](#))

Reference	Date	Action item	Status
16-02	9 July 2024	IFR2 support team to reach out to PTI/Marilia, CSC, and ICANN Legal for clarifications on questions that came up during today's meeting.	<ul style="list-style-type: none">• Ongoing• Questions for PTI and ICANN Legal are scheduled on the agenda for the meeting today.• Questions for CSC are in the "Questions for the CSC" tab of the workbook – collating for a future discussion with CSC.
16-01	9 July 2024	IFR2 support team to share homework assignment with the review team via email.	<ul style="list-style-type: none">• Complete.
11-01	30 April 2024	IFR2 team to put together a list of ongoing questions to ask ICANN Legal.	<ul style="list-style-type: none">• Ongoing - See 'Questions for Legal' tab in the IFR2 IANA Naming Function Contract Breakdown workbook. Staff will also share questions with Legal as they come up, as appropriate, to answer questions via email or during regular meetings if possible.
07-01	4 March 2024	As follow up from the 6 March CSC briefing: Co-	<ul style="list-style-type: none">• Ongoing - On hold for future consideration, once the IFR2

		chairs to consider formally asking the CSC liaison if there is anything they would like to bring to the attention of the IFR2.	gets to a place in its work where it feels it can phrase the question most meaningfully.
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3) Review specific questions for ICANN Legal (with Sam Eisner, ICANN Legal):

- **General process question: If IFR2 got to the threshold where they wanted to see modifications - who gets to make those?**
 - i) The IFR review team makes recommendations and is expected to work with ICANN legal and PTI on the actual text of the amendment to ensure that the language works for everyone to achieve the stated goals.

How does this fit within the mandate of the review team? (Also refer to email from ICANN Legal shared 22 July)

- Proposed redline clarifications might not appropriately be the subject of a unilateral amendment that can result from the IFR outputs. For these clarification items, while they may not be “formal” outputs of the IFR, ICANN org welcomes the suggestions of the IFRT on areas for ICANN and PTI to jointly evaluate to see if a mutually negotiated amendment might be appropriate.
 - As the IFRT’s work also could result in proposed changes that are appropriately the subject of the unilateral amendment after the IFR process completes, the ICANN and PTI teams look forward to engaging with the IFRT to identify the language that could address the issues uncovered by the IFRT, so that any updates are clear and consistent with the other language of the Contract.
 - For the recommendations that fit under a ‘nice to have’ category, the IFR review team and the legal team should put the recommendations on a track that makes sense to be a part of a mutual amendment process so that the work of the IFR is not lost.
- **Article VIII, Section 8.1 Complaint Resolution Process (workbook row 48): Should the mediation be tied to LA, should other options be listed, or should it just say, "a mutually agreed location"?**
 - It is a practical choice to have the mediation tied to LA with one of the reasons being that the IANA team is based in LA.
 - It allows the mediation to proceed more quickly, if the parties do not want to engage on whether they want to find an alternate location.
 - If you remove a primary selection of a location, then anytime ICANN goes to mediation (which has not happened since the contract came into existence), you are requiring the parties to have a pre negotiation about where the negotiation would happen.
 - The clause in the contract allows for the ability to identify the potential to mutually agree on a different location. It gives the parties the opportunity to get things done more quickly unless they decide they want to move to a different location.
 - **Article VIII, Section 8.1 Complaint Resolution Process (workbook row 48):**
 - i) **What is the nature of complaint that could be escalated to the Ombudsman?**

- There is always a potential that any customer or anyone who comes to ICANN or PTI might have the concern that they are not being treated fairly no matter the topic (i.e. Customer service, directly with the Ombudsman remit). One of the things reflected within the [ICG proposal](#) is this recognition. Paragraph 1368 states “Efforts are made to resolve complaints as soon as possible, but the structure of process above allows escalation to IANA management team. If, at any point, the complaint is not satisfied with the resolution process, the complainant can use the Ombudsman (or similar process) instead.” This clause should not be read as to expanding the Ombudsman’s jurisdiction, but rather it should be read in harmony with the jurisdiction and based on dissatisfaction.
- [ICG Pg .111](#) ‘Phase’ specifically identifies ICANN Ombudsman’s roles and one of those roles goes to non-direct customers.
- There are opportunities for the Ombudsman to have jurisdiction over the issues, if they are properly framed. This has never been tested as ICANN has not had a complaint go through this process.

ii) **Would the Ombudsman be prepared to deal with the issue, i.e., does it appear on their duty list?**

- We want to be careful about expanding the role of the Ombudsman too much because if you give the Ombudsman a role outside of its fairness remit, then it likely becomes conflicted if the same matter comes into the fairness remit, they’ve already had it.
- ICANN org has a process for the Ombudsman to be assigned different tasks that might not actually be reflected within its documented duties, and that would go back to having community conversations.

4) Review specific questions for PTI (with Kim Davies, PTI)

- **Article VII, Section 7.1 (b) Audits (workbook row 41): “Contractor shall annually perform a specialized compliance audit of Contractor’s security provisions relating to the IANA Naming Function against existing best practices and ARTICLE XI. This specialized compliance audit shall be performed by an external, independent auditor.”**

i) **Are these reports happening?**

- PTI has a practice of conducting two annual third party service organizational control audits, also known as SOC audits.
- The first type is referred to as SOC2 audit, a Type II sales organization control audit which governs all the IANA transactional processing activities. It assesses different security and operational controls related to how PTI does transactional processing.
- In parallel to SOC 2, PTI performs a SOC 3 audit, which is specific to how IANA manages the root DNSSEC key signing tool.
- The SOC 3 audit is structured differently and relates very specifically to the security practices. It includes monitoring and observing how PTI conducts key signing ceremonies. It is very highly and narrowly defined in relation to that aspect of PTI’s operations. This audit dates to 2010, when IANA first started signing the root zone.

ii) **Is anyone reviewing these reports?**

- Yes, however, the distribution of these reports differs for the two audits conducted.
- SOC 2 audits are intended for limited distribution with directly affected parties familiar with the scope of the audit. This report includes sensitive materials (i.e.

network maps). These reports are shared with ICANN Board of Directors, PTI Board of Directors, ICANN executives, CEOs of regional internet registries, and the leadership of the ITA. Summary of the findings is published as an announcement. The comprehensive report is not published.

- SOC 3 is intended for general distribution and its findings are published on the IANA website.

iii) **What is the outcome of these reports?**

- The reports themselves are the outcomes.
 - Learnings from these reports will trigger subsequent activities within the organization. If areas of deficiencies are found, work will be triggered to fix the deficiencies so they would not be treated with deficiencies in the subsequent reporting period.
 - Ultimately, it is also a form of accountability and oversight, so entities that review the reports might use that as a basis to trigger further work.
 - The CSC is not one of the parties that receives the audit report. The CSC is focused on SLA performance.
- **Article IX, Section 9.3 Transition (workbook row 54): The transition plan linked here is from December 2020. When is it due for a refresh? Can PTI provide some background on this transition plan before deciding if a refresh is required?**
 - The plan was written to be timeless and written in a way that is not expected to require a material change every year and has not been updated since 2020.
 - The transition plan is a high-level document and speaks generally to the type of data that would need to be transitioned and the type that does not need to be transitioned.
 - There are a few reasons for this.
 - Firstly, most data pertinent to transition plan is already public and has a practice of transparency. Because of this transparency, PTI does not feel that they need to have special accommodations in the event of a transition to a successor.
 - The other consideration is on how PTI would go about providing private data, not currently published. This would depend on who the successor is, and it would likely need to be part of the negotiation plan.
 - The transition plan is reviewed periodically by IANA for fitness.

5) **Review findings and comments in the workbook picking up from Article IX Section 9.4 (see rows 55 – 68 in the [workbook](#)):**

- **Article IX: Term; Renewal; Transition and Termination, Section 9.4 Survival of Terms**
- **Article X: Resources, Fees and Budget**
- **Article XI: Security Requirements**
- **Article XII: Confidentiality**

6) **Next steps:**

- Next meeting 6 August @ 11:00 UTC. The review team will pick up the review at Article XI, Section 11.2.
- Homework assignment to be confirmed based on progress; suggested assignment Articles XIII and XIV (this would complete the initial review of the contract).

7) **AOB, close**

- No AOB was discussed.