Brussels, 25 July 2011

To:
Fiona M. Alexander,
Associate Administrator
Office of International Affairs
National Telecommunications and Information Administration
U.S. Department of Commerce
1401 Constitution Avenue NW
Room 4701
Washington, DC 20230

RE: Docket No. 110207099-1319-02

CENTR, the European ccTLD organisation, welcomes the opportunity to provide comments in response to the National Telecommunications and Information Administration (NTIA) request for public comments on the IANA functions further notice of inquiry (FNOI).

General Comments:

CENTR welcomes the open and transparent way in which the new terms and requirements for the future IANA functions procurement contract are being developed.

CENTR recognises the fact that many of the practical suggestions submitted by the ccTLD community in response to the NOI were taken into account. In particular the inclusion of the 24/7 service guarantee and the requirements to have more secure communication channels will be helpful for ccTLDs around the globe.

CENTR has the following additional comments related to C.2.2. (Regarding cost-based fees for IANA services)

- We are concerned that a move from the current voluntary fees system could create an issue for some countries and any change in approach needs to be thought through very carefully. In particular, charges for an essential service could be an issue for some developing countries.

- It should be noted that any cost-recovery fees for the IANA functions should not be bundled with other contributions to ICANN for other work.

CENTR welcomes the commitment to automation (but c.2.2.1.3.3 should include "relevant stakeholders" (of which ccTLDs) as organisations the contractor should work with). The automation process should also include end-to-end automation of the parts of the process that are handled by the DoC and Verisign for those users that want it. Specific secure communication channels should be set up for this purpose.

Responses to the questions

1. Does the language in "Provision C.1.3" capture views on how the relevant stakeholders as sources of the policies and procedures should referenced in the next IANA functions contract. If not, please propose specific language to capture commenters' views.

We welcome the commitment to protect confidential data. We also welcome the commitment in C.1.4 for the contractor to have a close constructive working relationship with interested and affected parties.

2. Does the new "Provision C.2.2.1.1" adequately address concerns that the IANA functions contractor should refrain from developing policies related to the IANA functions? If not, please provide detailed comments and specific suggestions for improving the language.

The draft wording in provision C.2.2.1.1 does not address the importance of functional separation between the roles of ICANN as a forum for multi-stakeholder, consensus, bottom-up policy development and the role of the IANA functions contractor in ensuring that due process is followed.

CENTR does support a full functional and structural separation of the IANA function within ICANN (such as separate accounting, legal, IT infrastructure resources, and separate staff.).

Policy development takes place within ICANN. While under the ICANN bylaws ICANN policies only "apply to ccNSO members by virtue of their membership", this is currently one of the frameworks[1] with a tried, tested and inclusive multistakeholder mechanism that has the mandate to look at IANA policies relevant to ccTLDs. The work of the joint GeoNames Working group or the policy development on the IDN Fast Track are both excellent examples of ICANN's successful multistakeholder approach to addressing complex issues.

This provision should however take into account that in this process IANA staff can be called upon to provide expertise or relevant data without being formally part of the policy development process. We suggest that this is taken into account in the language of C.2.2.1.1

[1] In addition to IAB and IETF

3. Does the language in "Provisions C.2.2.1.2, C.2.2.1.3, C.2.2.1.4, and C.2.2.1.5" adequately address concerns that the IANA functions contractor should perform these services in a manner that best serves the relevant stakeholders? If not, please propose detailed alternative language.

CENTR finds that the provision needs to explicitly state that all procedures and standards shall be conducted and applied in a transparent and accountable manner. This transparency implies that any party shall be able to easily identify the relevant standards and procedures. Furthermore the contractor should be required to explain to the requesting party why any requests have not been met.

Section 6.2 makes specific reference to making "material changes in the policies and procedures developed by the relevant entities associated with the performance of the IANA functions." We would hope that policy developed through an inclusive multi-stakeholder process would be considered as having been developed by a relevant entity.

4. Does the language in "Provision C.2.2.1.3" adequately address concerns related to root zone management? If not, please suggest detailed alternative language. Are the timeframes for implementation reasonable?

We welcome the insertion of Provision C.2.2.1.3 for root zone management. Performance metrics, user documentation, and greater transparency on these issues are among the top expectations from our members, as was outlined in our submission to the NoI. Timeframe proposed seems adequate, as long as consultations are started quickly.

We would like to stress that performance metrics and performance levels should be defined in consultation with IANA's customers, including ccTLDs. In addition to being key customers of the IANA root zone management service, ccTLDs themselves have relevant experience and expertise of managing registries and are willing to share this experience.

We also welcome the 24/7 coverage, which has become an absolute necessity.

Finally, we welcome the commitment in C.2.2.1.3.1 to develop user documentation in collaboration with all relevant stakeholders. There should be a clear commitment for the Contractor to be accountable to such documentation in case of litigation.

5. Does the new "Provision C.2.2.1.3.2 Responsibility and Respect for Stakeholders" adequately address concerns related to the root zone management process in particular how the IANA functions contractor should document its decision making with respect to relevant national laws of the jurisdiction which the TLD registry serves, how the TLD reflects community consensus among relevant stakeholders and/or is supported by the global public interest. If not, please provide detailed suggestions for capturing concerns. Are the timeframes for implementation reasonable?

We welcome the clear commitment to decisions being made locally where a TLD serves a particular community – whether a ccTLD or a geographic or community gTLD. The underlying basis should be that decisions are "a national issue and should be resolved nationally and in accordance with national laws, taking into account the views of all local stakeholders and the rights of the existing ccTLD

Registry." (GAC Principles and Guidelines for the Delegation and Administration of Country Code Top Level Domains)

The IANA Functions Contractor should not interpret local laws or jurisdiction, but should simply ascertain that due process (such as appeals procedures or constitutional reviews) have been exhausted under the relevant jurisdiction. In addition it should be noted that in some legacy cases there is no national presence. It is recommended that these need special handling.

Cross-border TLDs (whether existing or future TLDs addressing geographical areas) will need special attention to avoid that they are being treated differently than existing ccTLDs. A reference to the "applicable law" for these cases might be sufficient.

Where the Registry provides Registrants/Registrars with a contract the legal framework and applicable jurisdiction of that contract must be respected. The laws/courts of the jurisdiction in which the Registry is located are supreme and ICANN/IANA should respect and uphold the relevant laws and/or determinations.

6. Does the new "Section C.3 Security Requirements" adequately address concerns that the IANA functions contractor has a secure communications system for communicating with service recipients? If not, how can the language be improved? Is the timeframe for implementation reasonable?

We recognise the significance of a US location for Root signing and key generation. However, it might be appropriate to consider whether the arrangements are satisfactory in the case of massive travel disruption (such as with the eruption of Eyafjallajökull when the US was unreachable from Europe for an extended period).

7. Does the new "Provision C.2.2.1.3.5 Customer Service Complaint Resolution Process" provide an adequate means of addressing customer complaints? Does the new language provide adequate guidance to the IANA functions contractor on how to develop a customer complaint resolution? If not, please provide detailed comments and suggestions for improving the language.

CENTR welcomes these provisions but would welcome more details on this procedure. In particular the timeframes for acknowledgement and resolution should be more specific. Inclusion of internationally recognised standards and procedures should be welcomed. We also recommend including the requirement that this procedure should be transparent for the users and that accountability mechanisms should be specified in the Contractor's proposal and included in the contract.

8. Does the new "Provision C.3.6 Contingency and Continuity of Operations Plan (CCOP)" adequately address concerns regarding contingency planning and emergency recovery? If not, please provide detailed comments and suggestions for improving the language. Are the timeframes for implementation reasonable?

CENTR suggests to add to C.3.6 that the contractor should not only provide contingency planning and emergency recovery, but is also required to perform practical exercises in this regard that should be audited by recognized experts.

9. Does the new "Section C.4 Performance Standards Metric Requirements" adequately address concerns regarding transparency in root zone management process, and performance standards and metrics? Should the contractor be required to gather and report on statistics regarding global IPv6 and DNSSEC deployment? If so, how should this requirement be reflected in the SOW? What statistics should be gathered and made public?

CENTR supports the proposals in C.4 and would also welcome the inclusion of statistics on DNSSEC and global IPv6 deployment.

We would like to see a general commitment to publication of the reports (ie including those identified in C.4.1 and C.4.5) in the public domain unless there is good reason why this information should be withheld.

10. Does the new "Section C.5 Audit Requirements" adequately address concerns regarding audits? If not, please propose alternative language. Are the timeframes for implementation reasonable?

CENTR welcomes the inclusion of a requirement for audit data and external auditing. We would encourage the use of recognised international standards wherever appropriate.

We would encourage the maximum transparency possible (recognising that there could be issues of confidentiality), with the publication of as much of the reports as possible.

Yours Sincerely,

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CENTR, the Council of European National Top Level Domain Registries, is the world's largest association of Internet domain name registries. CENTR has over 50 members each of them operating the top level domain name for their country.