



Protecting Small Business Innovation

March 31, 2011

Fiona M. Alexander  
Associate Administrator, Office of International Affairs  
National Telecommunications and Information Administration  
1401 Constitution Avenue NW  
Washington, DC 20230

Request for Comments on the Internet Assigned Numbers Authority (IANA) Functions  
Docket No. 110207099-1099-01; RIN 0660-XA23

Dear Ms. Alexander:

The Association for Competitive Technology (ACT) represents over 3,000 apps developers and small business technology companies. ACT appreciates this opportunity to explain its position in the ongoing discussion about the contract for the Internet Assigned Numbers Authority (IANA) Functions. ACT brings the voice of small business to this debate, lending the perspective of the economic force that is the engine for U.S. innovation.

***1. The IANA functions have been viewed historically as a set of interdependent technical functions and accordingly performed together by a single entity. In light of technology changes and market developments, should the IANA functions continue to be treated as interdependent? For example, does the coordination of the assignment of technical protocol parameters need to be done by the same entity that administers certain responsibilities associated with root zone management? Please provide specific information to support why or why not, taking into account security and stability issues.***

Now is not the time to implement major changes to the nature of the IANA contract, its duration, or its current operator. While it is valuable to occasionally re-evaluate the IANA contract to determine whether it is still supporting the efficient execution of the IANA functions, the major changes currently underway throughout the Domain Name System (DNS) recommend strongly against any dramatic alterations to the contract terms at this time. The IANA contract in its current format provides a critical pillar of security and accountability in the execution of the IANA functions. The relatively short term of that contract ensures routine review of the effective performance of those functions. At a time when both the technological infrastructure supported by the IANA functions (the global DNS) and the legacy operator of the IANA functions (the Internet Corporation for Assigned Names and Numbers [ICANN]) are undergoing seismic changes, the stability provided by the IANA contract is more critical than ever.

The Internet's domain name system stands on the precipice of the biggest technical change since its inception. The sudden addition of potentially hundreds of new records to the Internet's root server system will have far-reaching impact, much of which we will have to experience to fully understand. Clearly, this change will have a direct impact on the execution and management of the IANA function, if only in that it will dramatically increase the number of direct stakeholders in the IANA operation. As with any change to the DNS, it will take time for all of the reverberations to be felt and for the global Internet community to gauge the true impact of those changes. Until this change is made and reviewed (as called for under ICANN's Affirmation of Commitments), it would be premature to contemplate dramatic changes to the IANA contract.

Even as the domain name system is changing dramatically, so, too, is the organization that has been charged with managing the DNS and administering the IANA function. With the expiration of the Joint Project Agreement with NTIA and the signing of the Affirmation of Commitments (AOC), ICANN has taken on a level of independence unprecedented in its history. This new independence is premised on a set of commitments under which ICANN has vowed to continuously improve its processes, including, but not limited to, the execution of the IANA functions. That process of procedural improvements remains in the very early stages. ICANN recently agreed in principle to implement the recommendations of the first of four separate reviews called for under the AOC, but has not had time to execute on those recommendations. Executing on the recommendations of future teams will take even longer. Given the bold new direction outlined in the AOC, it will be critical that the Internet community have time to review its functional impact on ICANN's operation. For practical purposes, this review cannot even be attempted until after the first round of reviews is completed, and ICANN has the opportunity to implement the recommendations called for in those reviews.

Finally, on the question of whether the IANA functions should be disaggregated. While this may be an interesting approach to explore at some future date, for the reasons stated above, now would be a dangerous time to consider such a significant change to how the IANA contract is administered.

As currently configured, the IANA contract allows the IANA functions to be administered satisfactorily and with appropriate oversight and review. While such capacity could conceivably be increased in an overhaul of the IANA contract model, the risk of unintended consequences from such an overhaul can never be reduced to zero. Until both the infrastructure that the IANA function supports - the global DNS - and the organization that administers IANA - ICANN - are on firmer ground, it would be irresponsible to undertake anything more than the most minor changes.

***2. The performance of the IANA functions often relies upon the policies and procedures developed by a variety of entities within the Internet technical community such as the IETF, the RIRs, and ccTLD operators. Should the IANA functions contract include references to these entities, the policies they develop, and instructions that the contractor follow the policies? Please provide specific information as to why or why not. If yes, please provide language you believe accurately captures these relationships.***

Any significant change to what is an essentially functional and effective IANA contractual structure must be predicated on a clearly articulated and demonstrable problem with that structure. While natural tensions arise between the entities charged with various aspects of DNS management and standards, there is no evidence to suggest that the nature of the IANA contractual agreement in any way interferes with the capacity of the IANA contractor to effectively interact with other entities within the technical community. As in the first question, it is certainly conceivable that these relationships could be strengthened through contractual improvements, but it would not appear to be the appropriate time to experiment with those improvements.

***4. Broad performance metrics and reporting are currently required under the contract. Are the current metrics and reporting requirements sufficient? Please provide specific information as to why or why not. If not, what specific changes should be made?***

Of any of the areas addressed in this NOI, the question of metrics is the one that provides the greatest potential opportunity for evolutionary, rather than revolutionary, change to the contract. In general, the reporting timelines outlined in Appendix A are quite long for the core Internet functions supported by the IANA contract. To the extent possible, timelines - like the three (3) business day allowance for confirming receipt of a request - should be reviewed and shortened to provide greater transparency and responsiveness. A seven (7) day turnaround for a Notice of Deficiency can hardly be considered "internet time."

Furthermore, to the extent that the Internet community has identified certain desirable characteristics for the IANA contractor, and to the extent that the current IANA contractor has agreed to a set of commitments to reflect those characteristics, it could be useful to add another appendix to the contract that goes beyond the process metrics currently identified in Appendix A. New performance metrics could address the core areas of accountability and transparency, both of which have been widely identified as important areas of improvement for the IANA contractor. Such performance metrics could be based on the goal sets set forth in the Affirmation of Commitments signed by the IANA contractor.

It is also possible that a kind of "customer satisfaction" survey could be designed as a baseline and metrics established around the maintenance and improvement of that satisfaction.

***5. Can process improvements or performance enhancements be made to the IANA functions contract to better reflect the needs of users of the IANA functions to improve the overall customer experience? Should mechanisms be employed to provide formalized user input and/or feedback, outreach, and coordination with the users of the IANA functions? Is additional information related to the performance and administration of the IANA functions needed in the interest of more transparency? Please provide specific information as to why or why not. If yes, please provide specific suggestions.***

Just as improving transparency is a stated goal for the current IANA contractor, improving transparency can only serve to help the administration of the ICANN process. It may be worthwhile for NTIA to conduct a transparency audit to determine how the communication around the IANA functions can be improved to make them more transparent. As for process improvements intended to serve the users of the IANA functions, the current IANA contractor is in the process of undertaking such improvements. Changes to the IANA contract itself should be predicated on the success or failure of those improvements.

Yours truly,



Jonathan Zuck  
President  
Association for Competitive Technology