

## **MEMORANDUM OF UNDERSTANDING**

### **ICANN Address Supporting Organization**

**DRAFT October 6, 1999**

#### (1) Purpose and Scope

- (a) The Address Supporting Organization (ASO) is a consensus-based advisory body within the ICANN framework.
- (b) The ASO will establish a "Address Council" and host an annual open meeting (the "General Assembly").
- (c) The purpose of this Memorandum of Understanding (MOU) is to establish a set of principles that ICANN and the regional IP address registries (RIRs) who have signed below (the Signing RIRs) will use in forming and operating the ASO. Additional RIRs may join in signing the MOU after they have been approved by ICANN.

#### (2) Composition and Action of Address Council.

(a) Selection. Each RIR signatory of the MOU will select three [3] individuals to the Address Council using the following process:

(i) Each RIR will annually issue a public call for nominees to the Address Council at least 90 days before the RIR's policy meeting. Any individual can submit a nomination to the RIR.

(ii) The due date for this call shall be 30 days before the meeting.

(iii) The nominees must be individuals.

(iv) A list of all nominees who agree to run for the Address Council must be posted on the RIR's web page at least 15 days before the meeting along with a statement from each nominee who wishes to make one.

(v) Selection of the RIR's members of the Address Council will be made via an open and transparent procedure. The individuals selected for the Address Council must not be staff members of any RIR.

(b) Term. The term of Address Council members will be 3 years. The initial Address Council members selected within each region will have staggered terms of 1, 2 and 3 years. The process by which these initial members are selected must also determine in an open and transparent manner, the assignment of terms to each of the initial members.

(c) Removal. Any RIR may remove one of its Address Council members during his or her term, if by an open and transparent process, it is determined that that member should for any reason no longer serve on the Address Council.

(d) Action by Address Council. Unless otherwise specified in this MOU, all actions of the Address Council shall be taken by majority vote of the total number of members. Action may be taken at any meeting of the Address Council, which may be by telephone conference in which all participants can hear all others. Meetings of the Address Council may be called by request of any three members of the Address Council, with prior written notice to each of the other members; prior written notice shall be sent at least 45 days before physical meetings or fifteen (15) days before telephonic or other electronic meetings. In order to conduct business at any meeting of the Address Council, at least a quorum of members must be present; a quorum shall be present when at least a majority of the members of the Address Council are present, and when such members represent at least 2/3rds of the Signing RIRs.

(e) Web Site. The Address Council will arrange for the establishment and maintenance of a Web site devoted to ASO activities and news (the ICANN/ASO Web Site).

(f) Secretary. The Address Council will have a Secretary to coordinate administrative matters relating to the ASO and Address Council. The Secretary's term of office shall be one year. The position of Secretary will rotate among the Signing RIRs, with the initial Secretary to be selected by the APNIC, and subsequent Secretaries to be appointed by a randomly selected Signing RIR that has not appointed the Secretary in the current rotation.

(g) No Compensation. Neither the Secretary, nor any Address Council member or designated ICANN Board member shall be entitled to any compensation or reimbursement of expenses from the ASO. The ASO shall not be required to obtain insurance coverage for, or to indemnify, the members of the Address Council or persons acting in any other capacity by or for the ASO.

(h) Observers from emerging registries. ICANN may designate an individual representing an RIR in formation to participate as an observer on the Address Council in order to ease the transition of such new RIR into the ASO. Any such observers will be able to participate as AC members, but will not have the right to vote.

#### (4) ICANN Directors.

(a) The Address Council will appoint Directors to the ICANN Board of Directors in accordance with the By-laws of ICANN, for such terms as are specified by such By-laws. ICANN will notify the Address Council of any vacancies on the ICANN Board which may be filled by the Address Council.

(b) Ninety days prior to the General Assembly meeting, ICANN and the Address Council will conduct an open call for nominations for any potentially open ASO seats on the ICANN board. The list of nominees generated by this call will be posted on the ICANN/ASO web site and retained until the next General Assembly meeting and will be included in the list of individuals that the Address Council will consider to fill any openings which arise in the ASO seats on the ICANN board. In addition, each RIR signatory to the MOU is entitled to nominate candidates by procedures of its own choosing. ICANN will notify the Address Council when there are any open positions in the ASO seats on the ICANN board. The Address Council will then select the ASO appointees to the ICANN board from among the list of nominees generated by the open call and the nominees put forth by the RIR signatories by a means of its own choosing. An Address Council member who has accepted a nomination for the ICANN Board cannot vote or otherwise participate in the AC's election process.

(c) No more than 1 ASO-appointed Director may come from the same geographic region, as defined in the ICANN by-laws.

(d) No ASO-appointed Director may serve simultaneously on the Address Council.

(e) The Directors appointed by the Address Council will not represent the ASO on the Board, but will function as full Directors of ICANN. (By-laws, Art. V, Sec. 8)

#### (5) Duties of the Address Council.

(a) Advisory Role. The Address Council will advise the Board of ICANN on matters referred to the Address Council by the ICANN Board.

(b) Policy Development. The ICANN bylaws assign to the ASO the responsibility for the development of global policies relating to the following areas:

(i) Definition of global policies for the distribution and registration of Internet address space (currently IPv4 and IPv6);

(ii) Definition of global policies for the distribution and registration of identifiers used in Internet inter-domain routing (currently BGP autonomous system numbers); and

(iii) Definition of global policies concerning the part of the DNS name space which is derived from the Internet address space and the inter-domain routing identifiers (currently in-addr.arpa and ip6.int). The ASO advises ICANN on the operation of the DNS root name servers with regard to the subset of the DNS name space mentioned above. Specifically this responsibility is limited to the above and does not extend to the business practices or local policies of the RIRs except as needed to ensure that the RIRs meet the criteria for ICANN approved RIRs. The RIRs are responsible to their own members and in most cases this must be their prime responsibility. Normally, proposals for global policies within the area of the ASO's responsibility will be developed within the RIRs and forwarded to the Address Council for their consideration. In special circumstances the ICANN board can forward a request to develop a new global policy or to review an existing global policy within the area of the ASO's responsibility to the Address Council. In addition the Address Council may accept, for consideration, proposals for changes to global IP

address policy from any interested individual or entity. In all cases when the Address Council reviews a proposal for new global policies or a proposed modification to existing policies in this area it will first solicit the opinions of all of the RIR signatories of the MOU and of the public. The Address Council will weigh the results of these solicitations in its deliberations to determine if it will approve the proposal. At least two thirds of the members of the Address Council must support a proposal for the proposal to be accepted and forwarded to the ICANN board for its consideration. In any case where the ICANN board has requested that the Address Council develop a new policy within the area of the ASO's responsibility, the Address Council will forward that request to the RIR signatories of the MOU. The RIRs will then be given a reasonable time to propose policies to address the request from ICANN. Any resulting policy will be evaluated as described above. If an RIR decides, after reviewing the request, that the request is unreasonable, it can report that opinion to the Address Council. If the Address Council, after reviewing the responses, decides that the request is unreasonable or inadvisable, it can report that opinion to the ICANN board along with the reasons that the Address Council reached that conclusion.

(6) Annual Open Meeting (General Assembly)

(a) The Address Council will periodically host an open meeting ("General Assembly") to promote discussion and receive input regarding the work of the ASO.

(b) A General Assembly meeting will be held at least once per year, and will permit open participation by all interested individuals.

(c) Each General Assembly meeting will be held in conjunction with an open policy meeting held by a Signing RIR, with an effort to hold no two [2] consecutive General Assembly meetings in the same geographic region.

(7) Open Proceedings and Documents.

(a) Communications between ICANN and the ASO. All formal communications between ICANN and the ASO will be made public on the ASO web site.

(b) All discussions regarding ASO policy formation will be conducted on or reported on a publicly-archived mailing list accessible through the ASO web site. The schedule for the ASO meetings will be posted 90 days in advance of the meeting date. The agenda for the Address Council and General Assembly meetings will be posted on the ASO web site at least 30 days before the meetings. The minutes from all ASO meetings will be publicly posted on the ASO web site within 30 days of the meeting. In the unlikely event that the policy formation discussions involve confidential commercial data that was presented in an address allocation process the above disclosures must be done in a way to protect the confidentiality of that data.

(8) Relationship between individual RIRs and ICANN.

Nothing in this MOU is to be read as giving the ASO or the Address Council any role in the contracts between individual RIRs and ICANN.

(9) Review of MOU.

The MOU signatories will periodically review the results and consequences of their cooperation under the MOU. When appropriate, the signatories will consider the need for improvements in the MOU and make suitable proposals for modifying and updating the arrangements and scope of the MOU. The first such review will be conducted prior to ICANN's Annual Meeting in 2000. Should any difference of opinion arise during the term of this MOU regarding the interpretation of this MOU the conditions prevailing prior thereto shall be maintained.

(10) Regional IP Address Registries

The initial signatories to this MOU shall include ICANN and the Signing RIRs who have signed below. ICANN will develop requirements and policies for the approval of additional RIRs. This MOU assumes that these requirements will include at least:

(a) That the proposed RIR has demonstrated the broad support of the Internet service providers (ISPs) in its proposed region of coverage.

- (b) That the region of coverage meets the scale to be defined by ICANN considering the need to avoid global address space fragmentation.
- (c) That the proposed RIR's membership includes a significant percentage of the ISPs within the RIR's region of coverage which would get their address assignments from the proposed RIR.
- (d) That the proposed RIR has clearly defined procedures open to all interested parties for the development of its own IP address assignment policies and for the IP address assignment policies that the RIR might recommend to the Address Council for consideration as global policies.
- (e) That these policies include holding at least one annual policy development meeting open to all interested parties.
- (f) That the proposed RIR has clearly defined procedures for its policy development process that are open to all interested parties and that ensure fair representation of constituents within the region of coverage.
- (g) That the proposed RIR has demonstrable capability to effectively implement the RIR global policies referred to in section 5b of this MOU for the proposed RIR's entire region of coverage. The MOU also assumes that the RIRs have to continue to meet these requirements.

(11) General.

This MOU does not constitute any of the parties as a partner, joint venture, agent, principal or franchisee of any other party. The waiver of any provision of this MOU on any occasion shall not constitute a waiver for purposes of any other occasion. No party may transfer or assign any interest, right or obligation arising under this MOU without the prior written consent of each other party to this MOU.

IN WITNESS WHEREOF, this Memorandum of Understanding is executed this XX day of XXXX 1999 by the undersigned, acting through their duly authorized representatives:

INTERNET CORPORATION FOR ASSIGNED NAMES AND NUMBERS

By: (signature)  
Name:  
Title:

APNIC

By: (signature)  
Name:  
Title:

ARIN

By: (signature)  
Name:  
Title:

RIPE NCC

By: (signature)  
Name:  
Title: