**Mutual Responsibilities Agreement**

This Mutual Responsibilities Agreement ("MRA") is entered into as of __ December 2007 by and between Internet Corporation for Assigned Names and Numbers, a California non-profit public benefit corporation (hereinafter referred to as "ICANN"); and

Internet Systems Consortium, Inc., a Delaware non-profit corporation hereinafter referred to as "'F Root Operator'". The parties shall be jointly referred to as: 'parties' and individually to be referred to as 'party'.

## 1. Recitals

1.1. The parties want to demonstrate their commitment to further enhancing the stability, security and interoperability of the Internet's Domain Name System (DNS) from a global perspective and for the benefit of the global Internet community in an evolutionary manner on the basis of a peer relationship.

1.2. The operation of the DNS root name server designated as 'F.root-servers.net' in the DNS root zone and elsewhere has been operated by 'F Root Operator' since 1994.

1.3. 'F Root Operator's' functions as the operator of an authoritative root name server regarding the stability and interoperability of the DNS are to:

 1.3.1 Obtain in a timely way, and make available for query resolution as an authoritative DNS name server, the root zone as published by ICANN as the operator of IANA;

1.3.2 Maintain adequate hardware, software, network and other resources to ensure secure and stable domain name system interoperability with the global Internet;

1.3.3 Provide assistance and advice to ICANN as needed to carry out the respective functions of 'F Root Operator' and the IANA functions of ICANN.

1.4. ICANN provides technical coordination for the management of the system of unique identifiers of the global Internet, including the DNS. As part of ICANN's responsibilities and through its IANA functions, ICANN enters and maintains data in the Authoritative Root database and generates updates of the root zone file.

1.5. ICANN's functions as the maintainer of the root database and zone file are to:

1.5.1. Maintain and update the root zone according to appropriate processes and procedures;

1.5.2. Causes the root zone to be made available to the authoritative root servers, for timely, secure, and accurate publication;

1.5.3 Coordinate with 'F Root Operator' as needed for the parties to be able to perform their respective functions.

## 2. Mutual Recognition

2.1. Recognition of 'F Root Operator': ICANN recognizes 'F Root Operator' as the manager and sponsoring organization of the "F Root Name Server", and the entity responsible for operating the "F Root Name Server" as a stable and interoperable part of the global domain name system for the Internet.

2.2. Recognition of ICANN: 'F Root Operator' acknowledges that ICANN, through its IANA functions, is the entity responsible for maintaining and keeping the root of the Internet DNS stable and globally interoperable in a manner that is consistent with ICANN's Mission and Core Values as reflected in its bylaws.

## 3. Commitments

3.1. Commitments of ICANN:

ICANN shall use its best efforts to:

3.1.1. Publication: Publish, through its IANA function, the root zone in a timely, reliable, and correct way

3.1.2. Distribution: maintain secure access to complete, authoritative root zone data for 'F Root Operator'

3.1.3. Operational coordination: Notify 'F Root Operator' in advance regarding, and coordinate with 'F Root Operator' to manage, changes in the technology and operational capabilities needed to properly publish the root zone.

3.1.4. Operation of Authoritative Root Server System: facilitates coordination of the Authoritative Root Server System overall so that it is operated and maintained in a stable and secure manner

3.1.5. Contacts: ICANN shall provide 'F Root Operator' with a 24 hour-per-day, 365 day-per-year telephone contact number to enable 'F Root Operator' to make ICANN aware of any relevant technical or operational issues.

3.1.6. Notification of Contact Changes: notify 'F Root Operator' of any changes to ICANN's contact information no later than seven days after the change becomes effective.

3.2. Commitments of 'F Root Operator':

'F Root Operator' shall use its best efforts to:

3.2.1. Provision of Name Service for the root zone and "root-servers.net" domain: operate and maintain "F Root Name Server" as an authoritative name server for the DNS root zone and the "root-servers.net" domain, as published by ICANN through its IANA functions, without alteration, in a stable and secure manner, adequate to resolve names within the root domain and the "root-servers.net" domain by users throughout the Internet and in compliance with relevant standards including standards-track or best current practice RFCs sponsored by the Internet Engineering Task Force and work on development of new standards and RFCs, subject to and within the limits of relevant law and public policy.

3.2.2. Accuracy and Completeness of Information: notify ICANN, through ICANN's designated point of contact of:

      3.2.2.1. any change of the contact information of its administrative or technical contact(s), and

      3.2.2.2. any change to the administrative and /or technical contact details about "F Root Name Server in ICANN's database no later than seven days after the change becomes effective.

3.2.3. 'F Root Operator' shall provide ICANN with a 24 hour-per-day, 365 day-per-year telephone contact telephone number to enable ICANN to make 'F Root Operator' aware of any related technical or operational issues. 'F Root Operator' shall make all reasonable efforts to provide notice to ICANN, no less than 120 days in advance in the event that it is unable or unwilling to continue operation of DNS root name service.

3.2.4. 'F Root Operator' shall share operational statistics with ICANN concerning "F Root Server" on nondiscriminatory terms.

3.2.5. Implementation Process: ICANN will provide notice 180 days in advance of expected changes in technology or operational capabilities needed to properly publish the zone. If despite best endeavor, 'F Root Operator' cannot implement requested changes, 'F Root Operator' has 60 days from ICANN notification to provide notice and rationale of inability to implement.

**4. Termination.**

This MRA may only be terminated in the following circumstances;

4.1. either party will not or is unable to perform its duties under the MRA. In this case, the party that has become unwilling or unable will make reasonable efforts to give 30 days' written notice to such effect;

4.2. in the event either party shall voluntarily or involuntarily be subject to bankruptcy or insolvency proceedings and such proceedings are not dismissed within 60 (sixty) days.; or,

4.3. by mutual consent of the parties

**5. Effects of Termination.** All obligations under this MRA shall cease, ICANN and 'F Root Operator' are still obligated to perform their duties in accordance with this MRA to the extent this is within their powers and can be reasonably expected under the circumstances in order to maintain the stability and interoperability of the DNS.

**6. Resolution of Disputes.**

6.1 Cooperative Engagement. In the event of a disagreement between 'F Root Operator and ICANN arising under or out of this Agreement, either party may by notice to the other invoke the dispute resolution provisions of this section. Provided, however, that before either party may initiate arbitration as provided in 6.2 below, ICANN and 'F Root Operator must attempt to resolve the dispute by cooperative engagement as set forth below. If either party provides written notice to the other demanding cooperative engagement then each party will, within 7 (seven) calendar days, designate a single executive officer as its representative to resolve the dispute. The designated representatives shall, within 2 (two) business days after being designated, confer by telephone or in person to attempt to resolve the dispute. If they are not able to resolve the dispute during such telephone conference or meeting, they shall further meet in person at a location mutually agreed to within 7 (seven) calendar days after such initial meeting, at which the parties shall attempt to reach a definitive resolution. The time schedule and process may be modified with respect to any dispute, but only if both Parties agree to a revised time schedule or process in writing.

6.2 Arbitration. Disputes arising under or in connection with this Agreement, including requests for specific performance, shall be resolved through binding arbitration conducted as provided pursuant to the rules of the International Court of Arbitration of the International Chamber of Commerce ("ICC"). The arbitration shall be conducted in the English language. If the Parties cannot mutually agree on a location, Los Angeles, California shall be the default location for such meeting, only following the failure to resolve the dispute pursuant to cooperative engagement. There shall be three arbitrators: each party shall choose one arbitrator and, if the two arbitrators are not able to agree on a third arbitrator, the third shall be chosen by the ICC. The prevailing party in the arbitration shall have the right to recover its costs and reasonable attorneys' fees, which the arbitrators shall award. The decision of the arbitration panel shall be final and binding, and judgment may be entered in any court of competent jurisdiction.

**7. No Liability.** The arbitrators shall have no authority to award consequential, incidental, indirect or punitive damages to either Party. 'F Root Operator' and ICANN agree that irreparable damage could occur if any of the provisions of this Agreement was not performed in accordance with its specific terms. Accordingly, the parties agree that they each shall be entitled to seek from the arbitrators specific performance of the terms of this Agreement No breach of an obligation under this MRA other than dispute resolution fees shall give rise to any monetary liability by one party to another. This Agreement shall not be construed to create any obligation by either ICANN or 'F Root Operator' to any non-party to this Agreement.

**8. Transfer or Assignment.** No party may transfer, assign or sub-contract this MRA without the prior written consent of the other party.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representatives.

### INTERNET CORPORATION FOR ASSIGNED NAMES AND NUMBERS

By: _____
 [insert name of Executive]
 [insert title of Executive]

Date:

### INTERNET SYSTEMS CONSORTIUM, INC.

By _____
[insert name of Executive]
 [insert title of Executive]

Date: