

From: Jamie Hedlund [jamie.hedlund@icann.org]
Sent: Tuesday, June 26, 2012 6:05 PM
To: Sanders, Sheryl
Cc: Dunn, Mona-Lisa
Subject: Re: RFP SA1301-12-RP-0043 IANA - Notification of Inclusion in Competitive Range
Signed By: jamie.hedlund@icann.org

Importance: High

Dear Ms. Sanders:

Thank you for your email. ICANN agrees to the terms of each of the items exactly as written in your email. So that there is no ambiguity, the DoC's exact terms and our agreement thereto are listed individually below:

1. With regard to SOW M.3 and C.2.1, the operation of servers and other infrastructure that support the IANA functions as defined in C.2.9 are themselves "primary operations and systems" under the contract.

ICANN agrees with this term.

2. With regard to SOW C.2.7 and C.2.9.2.c, (a) RFC 1591 and the GAC Principles as referenced in C.2.9.2.c are appropriate bases for actions pertaining to ccTLDs, (b) ICP-1 and memos contained therein lack at this time the appropriate support of interested and affected parties to be used as a basis for fulfilling the C.2.9.2.c requirements, and (c) further relevant policies may be developed by the interested and affected parties.

ICANN agrees with this term.

3. With regard to SOW C.2.9.2.c, "review and approval" of a delegation or redelegation request by the Board of Directors is not required or permitted under the contract, except to the extent that the review is limited to ensuring that ICANN staff has followed proper procedures.

ICANN agrees with this term.

4. With regard to SOW C.2.8, C.2.9.3, and C.2.9.4, the GAC (in the context of C.2.8 and C.2.9.4) and the ASO (in the context of C.2.9.3) are not the only "interested and affected" parties that must be consulted with regard to the implementation of the contract requirements.

ICANN agrees with this term.

5. In addition to the consultation and collaboration required under the contract, the parties agree that in the ninety days following award of the contract they will meet and confer concerning operational and procedural issues arising under the contract, with regard to, among other provisions, SOW C.2.6, C.2.9.2.c, C.2.9.2.g, C.3.2, C.4.3, and the IANA Functions Program Manager's role.

ICANN agrees with this term.

Please let me know if you have any questions or require additional information.

Best regards,

Jamie Hedlund

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