

FAQ about Preliminary Written Notice of Intent to Exercise Option Year Two for IANA Functions Contract

1. What does the notice from the U.S. National Telecommunications and Information Administration (NTIA) mean and why did NTIA issue it?

The [letter we received](#) indicates that it is still NTIA's intent to allow the contract to expire as of October 1, 2016, barring any significant impediment. This notice allows NTIA to preserve its legal right to extend the contract in case a "significant impediment" occurs before October 1, 2016. Specifically, NTIA is contractually obligated under Section I.59 (52.217-9) of the IANA functions contract to provide ICANN with the preliminary written notice 30 days before the expiration of the contract in order to preserve its right to later extend the contract.

2. Does the notice mean that the IANA functions contract with ICANN has been extended?

No. The IANA functions contract between NTIA and ICANN has not been extended.

3. Is NTIA legally required to extend the term of the IANA functions contract with ICANN because of the notice?

No, the preliminary notice does not commit the Government to an extension.

4. What is an example of a "significant impediment" that would require NTIA to extend the IANA functions contract with ICANN beyond September 30, 2016?

A significant impediment for example, might be, a legal or legislative obstacle that would prevent the expiration of the IANA functions contract on September 30, 2016.