**Topics for Discussion with the IETF Trust**

| **CWG Questions** | **IETF Trust Responses** |
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| Organization and affairs of the IETF Trust that may affect the IANA IPR |  |
| Relationship between the IETF Trust, the IETF, and the Internet Society (ISOC). |  |
| What is the relationship between the IETF Trust and the IETF? | The IETF Trust is made up of Trustees, all of whom are also IETF Administrative Oversight Committee (IAOC) members (that's how you become a Trustee).  There are several ways that IAOC members get appointed.  The IETF Administrative Director is a non-voting member the IAOC (as IAD). The IAD is the only person who is employed full time with direct responsibility to the IETF; the IAD is evaluated by the IAOC, though nominally is an employee of ISOC.  The IETF Chair is a member of the IAOC \_ex officio\_ IETF Chair.  The Internet Architecture Board (IAB) Chair is a member of the IAOC \_ex officio\_ IAB Chair.  The President and CEO of ISOC is a member of the IAOC \_ex officio\_ ISOC President.  There is a member of the IAOC that is appointed by the Internet Engineering Steering Group (the collection of all of the Area Directors of the IETF).  There is another member of the IAOC that is appointed by the IAB.  There is a member of the IAOC that is appointed by the ISOC Board of Trustees.  The other IAOC members (currently 2 more) are appointed by the IETF NomCom.  The Trust exists to hold certain intellectual property related to the Internet.  Originally it was created more or less specifically to hold the IPR for things that are of relevance to the IETF, so that's why we believed it was ok to hold this IPR too on behalf of the wider Internet community. |
| What roles and responsibilities do the IETF Trust and the IETF have with respect to the other? | The Trust is to maintain and defend the IPR of the IETF.  The IETF appoints 6 of the IAOC members (and therefore 6 of the Trustees) either directly or indirectly. |
| What is the relationship between ISOC and the IETF and the IETF Trust? | ISOC is the organizational home of the IETF (because the IETF is unincorporated, actions that require an IETF contractual relationship are handled by ISOC).  Effectively, ISOC also works as a kind of bank account -- it provides the handling of most of our money, and currently provides approximately 1/3 of the IETF annual operating budget (the other 2/3 are related to meetings.  ISOC handles that money, but in a pass-through manner).  Apart from the ISOC members (and therefore Trustees) that ISOC appoints, and some services that ISOC provides to the Trust (like financial statements for expenses relating to the Trust), there is no formal relationship between ISOC and the Trust |
| What roles and responsibilities do ISOC, the IETF and the IETF Trust have with respect to each other? | I'm not sure I understand this question except as was answered in (c).  The IAB provides advice to ISOC BoT, and since the IAB is a committee of the IETF I suppose that's another responsibility. |
| To whom is the IETF Trust accountable, as a general matter? | The community.  The Trust reports on its activities regularly, and most of the Trust membership could be removed through appropriate recall efforts were that to be necessary. |
| How are the IETF Trust trustees selected and replaced, in the ordinary course? How long do they serve, typically? | See (1).  This depends in part on the appointing body.  Most serve in renewable terms of 2 years.  The IAB chair is an annual appointment, so that appointment could normally change every year.  In practice it has never happened that the IAB chair changed after only a year. |
| Have the IETF Trust trustees entered into any written commitment letters with respect to their duties? | Yes.  Every Trustee, when they join, is required to do this. |
| Have either the IETF Trust or the IETF has been involved in any litigation (as a plaintiff or defendant)? | .  Legal issues are documented beneath [https://iaoc.ietf.org/subpoenas.html](https://urldefense.proofpoint.com/v2/url?u=https-3A__iaoc.ietf.org_subpoenas.html&d=CwMFaQ&c=Od00qP2XTg0tXf_H69-T2w&r=PyftdYkqjEDMIx5o_kyQ1bCTTkOV655ea67oiCGUI9M&m=odliBQpk28IYBdD-ZBSKikJj0J5l6QQWdcOjQ4miZBE&s=IS9m2tv7lcz43W6n19aSYoFDfFt9e55NJpBX9eeo_-c&e=). |
| Trust Meetings: |  |
| How regularly do the trustees meet? | Either once or twice a month, depending on the quantity of business. |
| Where do the trustees meet? | Mostly by teleconference, but also in person at IETF meetings and at one annual retreat |
| Is there an agenda for the meetings, and is there a way for community members to put topics on the agenda? | There is an agenda, but it is not generally circulated to date. Community members can and do raise issues with the Trust which then get treated at a future meeting. |
| Are trust meetings open to observers? | No.  The Trust generally deals with legal matters, and to preserve privilege the meetings are not open. |
| What is the public record for trust meetings (recording, transcript, minutes, resolutions, etc.)? | Minutes are published at [http://trustee.ietf.org/minutes.html](https://urldefense.proofpoint.com/v2/url?u=http-3A__trustee.ietf.org_minutes.html&d=CwMFaQ&c=Od00qP2XTg0tXf_H69-T2w&r=PyftdYkqjEDMIx5o_kyQ1bCTTkOV655ea67oiCGUI9M&m=odliBQpk28IYBdD-ZBSKikJj0J5l6QQWdcOjQ4miZBE&s=wdCHbXGd6wU_VGenbNPMa3dy-0_cEyovjl3Om08rSk4&e=). |
| Key Issues/Guiding Principles for discussion that ultimately are reflected in the License Agreement and Community Agreement |  |
| What is the IETF Trust’s position on what compensation, if any, it should receive for owning, managing, and licensing the IANA IPR? From prior discussions, it was assumed that the IETF Trust was not seeking compensation. Please confirm. | The IETF has requested no compensation for this. |
| How will the IETF Trust pay for (i) domain name renewals, and (ii) ongoing registration, maintenance, policing, enforcement and defense of the IANA IPR? |  |
| How does the IETF Trust currently handle these matters? | (i and ii) The IETF Trust pays this out of its normal operating expenses.  Historically, the accounting was handled a little informally, with expenses not always carefully distinguished between IETF and Trust expenses.  In anticipation of the new responsibility and the additional transparency likely to be desirable, the Trust has begun accounting its finances separately (this is recently instituted). |
| Should the Licensee (currently, ICANN) be responsible for some or all of these payments? | (i and ii) The IETF's budget is tiny.  We're prepared to look after these expenses, but if the community decided that the Licensee should contribute some money to offset the expenses we're pretty unlikely to refuse it.  We are not planning for it, however. |
| Why should the IETF Trust be entitled to retain all damages received as a result of enforcement of the IANA Marks, after the expenses of ICANN, PTI, CCG, the operational communities and the Trust are reimbursed?[[1]](#footnote-1) | (i and ii) I'd prefer to defer to Jorge on these. |
| Should the Licensee have the second right to enforce the IPR, and the right to retain damages if it enforces? | (i and ii) I'd prefer to defer to Jorge on these. |
| Clarify in the Community Agreement and the License Agreement that the IETF Trust does not have unilateral authority to make decisions regarding quality control and activities under the IPR. | My understanding -- but we should clarify this with counsel -- is that the Trust does in fact have the authority to act unilaterally, in keeping with its duties as the owner of the Marks or domains whenever it apprehends that it must act in the interests of the maintenance of the Mark or domain name in question.  Our intention, however, in the Community Agreement was to undertake all possible provision for acting in keeping with and subject to the relevant community's (or communities') wishes, in so far as trademark and domain name law and jurisprudence permit that. |
| Discuss term and termination rights. Should the IETF Trust have an independent right to terminate the licenses? | My understanding -- and again, this needs to be clarified with counsel -- is that a Mark holder – must retain that independent right, or it's not really the holder of the Mark. |
| How would complaints by the IANA service provider that the IETF Trust breached its duties under the License Agreement be addressed? |  |
| What should the dispute resolution and escalation process be? Is there any reason it should not be binding? What should the potential outcomes be? How should an orderly process for termination and transfer of the IANA IPR away from the IETF Trust be ensured, if necessary? | I defer to Jorge on this. |
| What type of grievance or review process is available if any communities or constituencies have concerns regarding the IETF Trust’s actions? |  |
| The Community Agreements should include oversight of the IETF Trust – when acting in its capacity as owner and steward of the IANA IPR – by the Operational Communities, so the IETF Trust is accountable to the Operational Communities. | I do not believe this is possible, because I think it would require modifications to the Trust Agreement that cannot be undertaken as a practical matter.  If this is a requirement, then the IETF Trust can't receive the IPR, and we'll need to find another way to satisfy the requirements of the transition proposal.  I confess I find it pretty hard to see how that is going to happen in time for the deadline. |
| Language should be inserted into the License Agreement under which the IETF Trust voluntarily submits to a binding dispute resolution process, and agrees to abide by the outcomes of that process, even if that outcome is to compel the IETF Trust to transfer ownership of the IANA IPR to a third party. | I want to consult with Jorge first, but in principle I'm not opposed to this so long as it is possible to protect the rest of the Trust's activities and so long as this does not involve the original settlors.  If it does, I must say, then I do not believe it is possible. |
| What should happen to the IPR in the event the IETF Trust is dissolved? | Good question.  I note that if this happens, we have other problems (like for instance that the status of the body that produces all the protocols on the Internet is apparently "in trouble"), so it seems like a low-probability situation in the horizon of the transition.  I wonder whether something in the community agreements involving post-transition negotiation over this issue would be enough to put this issue to rest before September, because this appears to create thorny questions about the supervision of the post-dissolution body that are quite similar to the same questions we'd need to answer to set up an independent trust now.  One final note: I think it bears repeating that the Trust did not go looking for this job, but has offered to do it as a service to the community.  I think it's important to ask how valuable the IPR we're [defening] is compared to the value of the transition itself. |

1. See Section C.3.f of the Proposed Principal Terms. [↑](#footnote-ref-1)