

**AGREEMENT FOR PROVISION**  
**OF**  
**RFC SERIES EDITOR SERVICES**

This Agreement is effective as of January 1, 2018 (the "Effective Date"), by and between the Internet Society ("ISOC"), a District of Columbia non-profit corporation, with its principal offices located in Reston, Virginia (US) and Geneva, Switzerland and Spherical Cow Consulting, LLC, with offices located at 17214 97th Pl SW Vashon, WA 98070, hereinafter referred to as the "Contractor".

WHEREAS, Contractor and ISOC desire to enter into an agreement whereby Contractor shall act as the "RFC Series Editor" pursuant to an appointment by the Internet Architecture Board ("IAB").

NOW THEREFORE, in consideration of the foregoing, the mutual promises and covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. **SERVICES:**

a. Contractor shall serve as RFC Series Editor ("RSE") and shall perform such services related to that function as are set forth in Attachment I, the RSE Services (the "Services") and additional services as needed and requested by ISOC that are reasonably related to the function and responsibility of the RSE. Contractor's designated point of contact within ISOC shall be the IETF Administrative Director, and/or such other person as designated by ISOC, as determined from time to time.

b. As these Services are incorporated in an RFC, RFC 6635, the specific Services to be performed hereunder are subject to change. The parties will work together cooperatively to effect any changes to the Services that are required by subsequent versions of such Internet Draft and/or any resulting RFC.

2. **INDEPENDENT CONTRACTOR STATUS:**

a. Contractor acknowledges and agrees that Contractor is an independent contractor and that Contractor, Contractor's employees or agents, if any, are not employees or agents of ISOC or any of its subsidiaries or affiliates (hereinafter collectively referred to as "ISOC") for any purpose, including, but not limited, to national or local withholding or employer taxation obligations. Nothing contained herein or any document executed in connection herewith shall be construed to create an employer-employee, partnership or joint venture relationship between the ISOC and Contractor.



b. Contractor acknowledges and agrees that Contractor is not entitled to benefits that may be afforded from time to time to ISOC's employees, including without limitation, vacation, holidays, sick leave, workers' compensation, unemployment insurance, retirement benefits, or health and other welfare benefits. Contractor will not represent herself to be, or hold herself out as, an employee of ISOC, and Contractor acknowledges that she shall not have the right or entitlement to any of the pension, retirement or other benefit programs now or hereafter available to the ISOC's regular employees.

c. Contractor represents that Contractor has any and all business permits and licenses that may be required to carry out Contractor's services.

d. Contractor assumes all responsibilities for all taxes, levies, or charges by any governmental entity, whether national, state, provincial, city, local, or otherwise that are associated with the performance of services and her status under this Agreement. Any and all sums subject to deductions, if any, required to be withheld and/or paid under any applicable state, federal or local laws shall be Contractor's sole responsibility and Contractor shall indemnify and hold ISOC harmless from any and all damages, claims and expenses arising out of or resulting from any claims asserted by any taxing authority as a result of or in connection with said payments.

e. Contractor is expected to furnish her own tools and equipment to enable her to perform the work for which Contractor is being engaged by ISOC. Contractor represents that all equipment used in connection with its work on projects for the ISOC is in good working order. Contractor further agrees that all equipment used by Contractor shall be used in a safe and proper manner in accordance with its intended use, with proper safety precautions as necessary or appropriate.

f. Contractor acknowledges that Contractor is not required to devote any particular hours or specified period of time during the term of this Agreement; however, Consultant shall meet any project or task deadlines or milestones.

g. Contractor shall not be provided any training by ISOC, but is expected to have all training and expertise necessary to carry out the work for which Contractor has been retained by ISOC.

h. Contractor acknowledges that Contractor has the right to perform services for others during the duration of this Agreement and may engage in other for-profit and not-for-profit activities ("Outside Activities").

i. Conflict of Interest. If the Contractor's Outside Activities may have the potential to being adverse to the Internet Society, the RFC Series, or the provision of RFC Services, a written waiver by the Internet Society shall be required in advance of engaging in said activities. Questions concerning a potential conflict shall be brought to the attention of the RSOC Chair. Moreover, Contractor is bound by the conflict of interest provisions as defined in RFC 6635 and its successor documents.



3. TERM: ISOC, at the request of the IAOC which is acting on behalf of the IAB and RFC Series Oversight Committee (RSOC), desires to engage the Contractor to fulfill the responsibilities of the RSE.

a. Term: The term of this Agreement is two years (the "Term") beginning on the Effective Date.

b. Extensions: This Agreement may be extended twice by mutual written agreement of the parties (the "Extensions"), with each Extension being for a period of up to two years.

4. COMPENSATION:

a. Monthly Pay: Subject to Contractor's compliance with this Agreement, ISOC agrees to pay Contractor as full and complete consideration for Contractor's services hereunder, and Contractor agrees to accept, the sum of \$ **CONFIDENTIAL** per calendar month for the calendar years 2018 and 2019.

b. Invoices: Contractor shall submit monthly invoices for Services rendered during the preceding period to ISOC's primary contact, the IETF Administrative Director (the "Primary Contact"). Invoices will be paid within fifteen (15) days after review and approval by the Primary Contact.

5. REPORTING:

a. The Contractor shall report to the RSOC on the status of the delivery of the services as set out in Attachment I in a manner and frequency as the RSOC shall determine, but no less frequently than at each IETF meeting.

6. EXPENSES:

a. Contractor shall be responsible for all customary and ordinary "overhead" expenses Contractor incurs in the course of Contractor's business.

b. ISOC will pay Contractor for any extraordinary direct expenses incurred specifically in connection with the Services performed for ISOC, provided that Contractor receives advance written approval for such expenses. Contractor shall submit written documentation and receipts itemizing the dates on which expenses are incurred. ISOC shall pay Contractor the amounts due for approved expenses pursuant to submitted reports within fifteen (15) days after a report is received and reviewed by the Primary Contact. Other than approved, direct costs, Consultant shall be solely responsible for all other costs and expenses undertaken in the performance of this Agreement.

7. TERMINATION:

a. Either party, ISOC at the request of the IAOC and IAB, or the Contractor can terminate this Agreement for any reason upon ninety (90) days written notice. The Termination Date is the 90<sup>th</sup> day after notice of receipt. At the option of ISOC the

Contractor may be requested to stay in the position for up to an additional ninety (90) days beyond the Termination Date to assist in the transition of the responsibilities to a successor.

b. This Agreement terminates automatically on the occurrence of any of the following events: (a) bankruptcy or insolvency of either party; or (b) death or disability of Contractor. Either party may terminate this Agreement immediately upon written notice to the other party if such other party materially breaches any of its other obligations under this Agreement (including ISOC's failure to pay without cause and the failure of Contractor to effectively and consistently perform Services under this Agreement to the reasonable satisfaction of ISOC), which breach is not remedied within thirty (30) days after notice thereof by the non-breaching party to breaching party.

c. Upon expiration or termination of this Agreement, (i) Contractor shall promptly return to ISOC all material that is owned by ISOC and/or its customers and (ii) ISOC shall pay Contractor the amount due for performance of the Services through the date of termination. Expiration or termination of this Agreement shall not relieve either party of its obligations regarding confidential or proprietary information.

8. ASSIGNMENT: Contractor may not assign or delegate this Agreement (including the Services described in any Attachment or Addendum hereto) or any of its rights or obligations hereunder without written agreement by ISOC . ISOC may freely assign this Agreement, provided that its assignment of rights under this Agreement will not relieve ISOC of its obligations under this Agreement.

9. INSURANCE; LIABILITY; WARRANTIES:

a. Contractor shall be responsible for maintaining any required or customary insurance on Contractor and Contractor's employees, if any, in amounts customary and reasonable for the type of business conducted by Contractor, including any general liability, worker's compensation, unemployment compensation, or other insurance that Contractor may deem prudent. At ISOC's request, Contractor shall make ISOC an additional insured on any such policy. Contractor shall furnish to ISOC, at ISOC's request, certificates and evidence of insurance and suitable endorsements thereto, documenting any of the above-mentioned coverage.

b. Contractor shall indemnify and hold ISOC and its members, officers and affiliates harmless from and against any claim, demand, damage, harm, loss, liability, cause of action, suit or expense (including payment of reasonable attorney's fees) on account of any bodily injury, death or damage to property in any way, occurring incident to, arising out of, or in connection with its negligence or willful misconduct of Contractor in the course of performance of this Agreement, or breach of its obligations under this Agreement or the actions or omissions of any subcontractor, employee or third party acting on behalf of Contractor in the performance of Services under this Agreement.

c. Contractor warrants that she shall perform all duties and services hereunder in a professional and workmanlike manner in accordance with the highest ethical standards.



d. Contractor warrants that Contractor has the unrestricted right, power and authority to enter into this Agreement.

e. Contractor further warrants that Contractor has the knowledge, experience and skills to provide the Services.

f. Contractor warrants that Contractor will devote the necessary time and effort to the performance of the Services and will perform the Services in a good and professional manner and in accordance with any statutes, regulations or ordinances applicable to the Services, including, but not limited to, all laws and regulations pertaining to wages and hours of employment, social security, unemployment, workers' compensation and the withholding of taxes;

g. Contractor warrants that the Services will not violate or in any way infringe upon the rights of third parties, including property, contractual, employment, trade secrets, proprietary information and non-disclosure rights, or any trademark, copyright or patent rights.

h. The representations and warranties set forth in this Section 9 are continuous in nature.

10. ENTIRE AGREEMENT: This Agreement is not valid or binding unless and until signed by a duly authorized officer of ISOC and by Contractor. No amendment, modification, extension, release, discharge or waiver of this Agreement, or any provision hereof, shall be valid or binding unless in writing and signed by a duly authorized officer of ISOC and by Contractor. No oral agreement shall be binding on ISOC or Contractor unless and until reduced to writing and signed by a duly authorized officer of ISOC and Contractor. This Agreement, Attachments, and addenda thereto are hereby incorporated in and made a part of this Agreement. In the event of a conflict between the Agreement, Attachment and any addenda, the terms of this Agreement shall prevail.

11. PROPRIETARY RIGHTS AND INFORMATION:

a. Contractor shall, and hereby does, irrevocably and unconditionally assign, transfer and sell to ISOC, without further consideration, any and all copyright, trademark, trade secret, patent and other intellectual or intangible property rights that arise or subsist in any materials, documentation, text, designs, or other work of authorship, invention or work product produced, conceived or designed by Contractor in connection with the performance of Services hereunder or that otherwise relate in any manner to the business of IETF or ISOC or the RSE function.

b. Contractor acknowledges and agrees that in the course of the performance of services pursuant to this Agreement, Contractor may be given access to, or come into possession of, confidential information of ISOC, which information contains trade secrets, proprietary data or other confidential information. Contractor further agrees that ISOC is entitled to exclusive protection against use by Contractor of any and all information relative to the activities of ISOC, including, but not limited to, identity of customers, contracts, technical and production know-how, developments, formulae, devices, inventions, processes, administrative procedures or financial information. Contractor



acknowledges and agrees that Contractor will not use, duplicate or divulge to others any such trade secrets, proprietary data, or confidential information of ISOC except in connection with the performance of services under this Agreement, so long as the secret or confidential nature of such trade secrets, proprietary data, or confidential information of ISOC is preserved by ISOC; it being understood that it shall not be deemed a breach of this Agreement if by means other than Contractor's deliberate or inadvertent disclosure, trade secrets, proprietary data, or confidential information of ISOC become well known or easily accessible to the public or competitors of ISOC or if Contractor is compelled by judicial or administrative proceedings to disclose trade secrets, proprietary data, or confidential information of ISOC and Contractor has diligently tried to avoid each disclosure and has afforded ISOC the opportunity to obtain assurance that compelled disclosure will be kept confidential.

c. Contractor further acknowledges that ISOC receives from third parties (including but not limited to its customers and/or clients) their confidential or proprietary information, subject to a duty on ISOC's part to maintain the confidentiality of such information and to use it only for certain limited purposes. Contractor agrees to hold all such confidential or proprietary information in the strictest confidence, and not to disclose it to any person, firm or corporation or to use it except as necessary in carrying out Contractor's Services.

d. The obligations of this Section 11 shall survive the termination of this Agreement.

## 12. NON-SOLICITATION OF EMPLOYEES:

a. ISOC and Contractor agree not to recruit employees of the other party or individuals who were employed by the other party at any time during the time Contractor provided Services hereunder, for a period of at least six (6) months, unless written permission is obtained from the other party.

b. This Section 12 shall not be construed to restrict either party's right to solicit or recruit generally in the media, and shall not prohibit either party from hiring, without prior written consent, an employee who answers any general advertisement or who otherwise voluntarily applies for hire without having been personally solicited or recruited by the hiring party.

## 13. MISCELLANEOUS:

a. Counterparts: This Agreement may be executed in two or more counterparts (and by different parties on separate counterparts) each of which shall be an original, but all of which together shall constitute one and the same instrument.

b. No Violation of Law: If any provision of this Agreement shall be deemed invalid or unenforceable as written, the remaining provisions and portions of this Agreement shall be unaffected thereby and shall remain in full force to the fullest extent permitted by law.

c. Choice of Law and Submission to Jurisdiction: This Agreement shall be governed by applicable U.S. federal law and by the laws of the Commonwealth of Virginia without

regard to its conflict of laws provision. Contractor and ISOC hereby submit and consent that any disputes arising under this Agreement shall be resolved by the appropriate state court in Fairfax County, Virginia (the Fairfax County Circuit Court or the Fairfax County General District Court) or the United States District Court for the Eastern District of Virginia (Alexandria Division), as may be appropriate. .

d. Paragraph Headings: Paragraph headings contained in this Agreement are for convenience and shall not be considered for any purpose in construing this Agreement.

e. Notices: All notices required or permitted hereunder shall be in writing and delivered in person or mailed, by U. S. mail, facsimile, or electronic mail, to the recipient party at the address shown below:

**ISOC:**

Internet Society

1775 Wiehle Avenue, Suite 201  
Reston, VA 20190-5108

Telephone: (703) 439-2120

Fax: (703) 326-9881

**Contractor:**

Heather Flanagan

Spherical Cow Consulting, LLC

17214 97th Pl SW  
Vashon, WA 98070

Telephone: (650) 906-7704

E-mail: hfl@sphericalcowconsulting.com

**The Parties shall indicate their acceptance of this entire Agreement by signing in the appropriate space provided below.**

**INTERNET SOCIETY:**

**Spherical Cow Consulting, LLC**

By:   
Signature

By:   
Signature

Sandra Spector  
Chief Financial Officer

Heather Flanagan  
Principal

Date: October 30, 2017

Date: 10/27/2017

Taxpayer ID #: 45-2902439

## **Attachment I RFC Series Editor Services**

The RFC Series Editor (RSE) has overall responsibility for the quality, continuity, and evolution of the Request for Comments (RFC) Series, the Internet's seminal technical standards and publications series as set forth in RFC 6635. The Series documents technical, operational, and organizational details about the Internet, covering many aspects of computer networking, including protocols, procedures, programs, and concepts. The RFC Series was created in 1969 and publishes over 350 new RFCs every year. The RFC Series Editor has both operational and policy development responsibilities, including the editorial management of the RFC Series and the development of policies for editing, publishing, archiving, and accessing RFCs. Editorial management includes supervising the RFC Production Center and the RFC Publisher contractors, which review, prepare, and publish RFC Series documents. This is an editorial management position, and does not have direct responsibility for editing RFC Series documents or document publication determinations.

A note about RFC6635: Section 2.1.5 (Workload) of RFC6635 is not applicable to this Statement of Work.

Contractor will also be required to attend three annual IETF meetings (one week in duration each) and up to two days attendance at the annual RSOC retreat.

For a detailed description of the RFC development and publication process, please see: <<http://www.rfc-editor.org/pubprocess.html>>. Additional information on the RFC Series Editor position and relationship with other entities can be found in RFC 6635 <<http://www.rfc-editor.org/info/rfc6635>>.

### **REPORTING RELATIONSHIPS**

The RSE reports to the RFC Series Oversight Committee (RSOC). The RSE manages the RFC Production Center and the RFC Publisher function contractors.

### **SCOPE OF WORK-Primary**

#### **Operational Oversight Areas**

- Develop the statements of work and performance level requirements for the Production Center and Publisher in consultation with the RFC Series Stream Managers, and the RSOC.
- Oversee and coordinate on-going Production Center and Publisher activities, resolve exceptional production or publication issues and other escalated issues, including guidance in the development of action plans to address areas requiring improvement and ensuring compliance with service details.



- Conduct annual reviews of the Production Center and the Publisher service-providers as established within contracts. Chair the committee for the selection of the Production Center and Publisher vendors.
- Provide input into the budget development process for the Production Center and Publisher contracts.
- Monitor RFC review and publication process and pursue resolution of any issues.
- Ensure on-going utility and improvement of the rfc-editor.org technical infrastructure, which is operated and maintained by the RFC Publisher during the contract period.
- Create documentation and structures that will allow for the RFC Series' continuity in the face of changes in contracts and personnel.
- Develop and maintain, in consultation with the Production Center and Internet technical community, a Style Manual for the authoring and editing of RFCs.

#### Policy Development Areas

- Serve as the primary representative of the RFC Series and the RFC review and publication functions, within the IETF community and externally.
- Plan and see to the execution of improvements in the RFC review and publication process, including dimensions of document quality, timeliness of production, and accessibility of results, as well as issues raised by the Internet community and the content providers.
- Lead the IETF community in the development of improvements to and the long-term evolution of the RFC Series, and developing consensus versions of vision and policy documents, to be approved by the RSOC.

These services also includes the following deliverable:

1. The RFC Series Editor Procedures Manual. The RSE shall maintain a Procedures Manual describing with clear detail each task performed in the provision of RFC Series Editor services.