



via Express Mail
April 28, 1999

Department of
Contracts and Grants

Internet Society
11150 Sunset Hills Road,
Suite 100
Reston, VA 20190-5321

ATTENTION: Donald M. Heath, President/CEO

SUBJECT: Research Agreement

Dear Mr. Heath:

Pursuant to your conversation with Jeanine Yamazaki, enclosed are two signed copies of the subject document which have been signed on behalf of the University by Lloyd Armstrong, Jr., Provost and Senior Vice President for Academic Affairs.

We shall await the return of an executed copy for our file.

Thank you for your assistance and support of this vital project. Should you have any questions, please do not hesitate to contact me at the address below. My E-mail address is blewis@alnitak.usc.edu.

Sincerely,

A handwritten signature in cursive script, which appears to read "Barbara A. Lewis".

Barbara A. Lewis
Sr. Contract and Grant Administrator

Enclosures

cc: Jose Esteves, Internet Society
Principal Investigator
File

RESEARCH AGREEMENT

This Research Agreement ("Agreement") is entered into by and between the Internet Society ("Sponsor"), a nonprofit organization incorporated under the laws of the District of Columbia, and the University of Southern California ("University"), a nonprofit educational institution incorporated under the laws of the State of California.

Recitals

WHEREAS, the Research, as defined herein, is of mutual interest and benefit to University and to Sponsor, and the Internet community generally;

WHEREAS, the Research will further the instructional, scholarship and research objectives of University in a manner consistent with its status as a nonprofit, tax-exempt, educational institution; and

WHEREAS, the Research will further the mission of Sponsor to assure the beneficial, open evolution of the global Internet and its related internetworking technologies, consistent with its status as a nonprofit, tax-exempt organization.

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained, the parties hereto agree to the following:

Definitions

"Research" shall mean the project as described in Exhibit A hereof.

"RFC" shall mean a Request For Comment published pursuant to the RFC Process.

"RFC Process" shall mean the process for creating RFCs set forth in RFC 2026 and RFC 2223, as may be amended or replaced from time to time.

"Principal Investigator" shall be Joyce Reynolds and Robert Braden.

"Intellectual Property" (also referred to as "IP") shall mean individually and collectively all intellectual property, including all copyrightable works (including software), inventions, improvements and discoveries, whether or not covered by intellectual property laws, which are conceived or made by one or more employees, contractors or agents of University in performance of the Research.

1. **Contents and Order of Precedence**

This Agreement consists of the following in order of precedence:

Agreement

Exhibit A - Statement of Work

Exhibit B - Budget & Proposed Effort in ISI Proposal No. 98-ISI-017

Exhibit C - RFC-Editor.org Copyright Statement

2. **Research Work**

University shall use reasonable efforts to perform such Research substantially in accordance with the terms and conditions of this Agreement. Anything in this Agreement to the contrary notwithstanding, Sponsor and University may at any time amend the Research by mutual written agreement.

All funding provided by Sponsor under this Agreement shall be utilized generally in accordance with ISI Proposal No. 98-ISI-017, "Proposal to the Internet Society for the Request for Comments Editor Task RFCED-ISOC," a copy of which is attached hereto as Exhibit B and which is hereby incorporated by reference ("Proposal").

In the event that the Principal Investigator becomes unable or unwilling to continue the Research, and a mutually acceptable substitute is not available, University or Sponsor shall have the option to terminate this Agreement upon thirty days (30) notice with no further liability.

Nothing in the Agreement shall be construed to limit the freedom of researchers, whether participants in this Agreement or not, from engaging in similar research inquiries made independently under other grants, contracts or agreements with parties other than Sponsor.

3. **Period of Performance**

The period of performance of this Agreement is 1 October 1998 through 30 September 1999. This Agreement shall become effective upon the date of last signature hereto and shall continue in effect for the full duration of the period of performance unless sooner terminated in accordance with the provisions of Article 10.

4. **Reports**

From time to time, promptly upon request by Sponsor, University shall furnish Sponsor with reports regarding the Research (including summaries of work conducted) in such manner and format as is mutually agreed to by the parties. A final report setting forth the accomplishments

and significant research findings shall be prepared by University and submitted to Sponsor within ninety (90) days of the termination of this Agreement for any reason.

5. Costs, Billings and Other Support

In consideration for the Research performed by University, Sponsor shall pay University the amount of \$244,673 ("Maximum Grant") in monthly installments specified below. Notwithstanding any other provision of this Agreement to the contrary, Sponsor shall not be obligated to pay any amounts under this Agreement exceeding, in the aggregate, the Maximum Grant. Payment shall be made by Sponsor in twelve (12) monthly payments of \$20,389.42, with the first of such payments due on the first day of the period of performance.

Checks shall be made payable to University of Southern California and sent to:

University of Southern California
Sponsored Projects Accounting
File # 52095
Los Angeles, California 90089-1147
Fed ID No. 95-1642394

In the event of termination of this Agreement by either party, Sponsor shall have no payment obligation whatsoever to University, other than payments pursuant to Section 5.1 for the Research up through the effective date of termination of the Agreement.

6. Publicity

Neither party shall use the name, trade name, trademark or other designation of the other party in connection with any products, promotion or advertising without the prior written permission of the other party, except that Sponsor grants University the right to include, and University shall include, the following statement: "The RFC Editor is sponsored by the Internet Society" on the first page of RFCs published with Sponsor funding pursuant to this Agreement.

7. Publications

University shall promptly publish any and all material resulting from the Research in the manner set forth in Exhibit A.

8. Intellectual Property

University expressly acknowledges that all copyrightable aspects of Intellectual Property are to be considered "works made for hire" within the meaning of the Copyright Act of 1976, as amended (the "*Act*"), and that Sponsor is to be the "author" within the meaning of the Act for all

purposes. All such works, as well as all copies of such works in whatever medium fixed or embodied, shall be owned exclusively by Sponsor as of its creation, and University hereby expressly disclaims any and all interest in any such copyrightable works and waives any right of droit morale or similar rights, including but not limited to rights of integrity or the right to be attributed as the creator of the work.

In the event that any right, title or interest in or to any or all of the Intellectual Property, or any part or element thereof, may not, by operation of law, vest in Sponsor, or such Intellectual Property may be found as a matter of law not to be "works made for hire" within the meaning of the Act, University hereby conveys and irrevocably assigns to Sponsor, without further consideration, all of University's right, title and interest, throughout the world and in perpetuity, in all Intellectual Property and all copies thereof, in whatever medium fixed or embodied, and in all written records, graphics, diagrams, notes, or reports relating thereto in University's possession or under University's control, including, with respect to any of the foregoing, all rights of copyright, and the right to modify and create derivative works, the right to invoke the benefit of any priority under any international convention, and all rights to register and renew same.

Sponsor hereby grants University a worldwide, royalty-free, non-exclusive license to reproduce, display, transmit, distribute, exhibit and otherwise use any and all existing RFC's, protocol standards, specifications of experimental protocols and any other information or materials owned by Sponsor (collectively, "RFC Materials") and necessary for University to perform the Research.

University agrees to continue to allow unlimited and free access to all Intellectual Property, including without limitation all Requests for Comments ("RFCs") generated under this Agreement, substantially in the same manner as is the current RFC access and copying policy of the RFC-Editor, as set forth in the RFC-Editor Copyright Statement as it existed immediately prior to the effective date of this Agreement (attached hereto as Exhibit C).

9. **Arbitration**

Any controversy or claim between the parties arising out of or relating to this Agreement, or a breach thereof, which cannot be resolved by mutual agreement, shall be settled by binding arbitration conducted by a single arbitrator in accordance with the Commercial Arbitration Rules of the American Arbitration Association, and any judgment upon the award rendered by the arbitrator may be entered in any Court having jurisdiction thereof. Any such arbitration shall be held in the County of Los Angeles, California.

10. **Termination**

Except as provided in Article 2, Neither party may terminate this Agreement effective earlier than four months after the first day of the period of performance set forth in Article 3

above. After such initial four month period, either party may terminate this Agreement upon thirty (30) days prior written notice to the other, with no further obligation, except that Articles 8, 9, 11, 12, 14, and 21 shall survive any termination of this Agreement.

Termination of this Agreement by either party for any reason shall not affect the rights and obligations of the parties which accrued prior to the effective date of termination or which survive termination pursuant to Article 10.

11. Warranties Disclaimer

11.1 University agrees to perform the Research in accordance with prevailing professional standards.

11.2 Each of Sponsor and University represents and warrants that it has the corporate power and authority to enter into this Agreement and carry out the terms hereof.

11.3 EXCEPT AS PROVIDED IN ARTICLE 11.1 AND 11.2, UNIVERSITY MAKES NO WARRANTIES FOR ANY PURPOSE WHATSOEVER, EXPRESS OR IMPLIED, AS TO THE RESEARCH OR THE RESULTS OF THE RESEARCH, INCLUDING THE MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OF THE RESEARCH OR THE RESULTS OF THE RESEARCH UNDER THIS AGREEMENT. Neither the Principal Investigator, Sponsor nor any other person is authorized to give any such warranty in the name of or on behalf of University.

11.4 EXCEPT AS PROVIDED IN ARTICLE 11.1 AND 11.2, NEITHER PARTY MAKES REPRESENTATIONS OR WARRANTIES OF ANY KIND WHATSOEVER IN CONNECTION WITH OR ARISING FROM THE RESEARCH OR ANY INTELLECTUAL PROPERTY OR OTHER WORK PRODUCT GENERATED THEREUNDER, FOR ANY PURPOSE WHATSOEVER, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION THE MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OF THE RESEARCH OR THE RESULTS OF THE RESEARCH UNDER THIS AGREEMENT. Neither the Principal Investigator, University nor any other person is authorized to give any such warranty in the name of or on behalf of Sponsor.

12. Insurance and Indemnification

University agrees to maintain adequate liability insurance, such protection being applicable to officers, employees and agents while acting within the scope of their employment by University.

Sponsor agrees to hold harmless, indemnify and defend University, its trustees, officers, employees and agents from all liabilities, demands, damage, expenses and losses arising out of a

third party intellectual property claims to the RFC Materials, provided that such indemnification shall not apply if: (a) University fails to conduct the Research in accordance with RFCs, or (b) such claim arises from University's misrepresentation or breach of any representation, warranty, covenant or obligation under this Agreement. Sponsor shall obtain University's written approval before settlement of any dispute arising from this indemnification. University shall not unreasonably withhold consent unless the property or assets of University would be adversely affected.

Each of Sponsor and University agrees to hold harmless, indemnify and defend the other party, its trustees, officers, employees and agents from all liabilities, demands, damage, expenses (including attorneys' fees) and losses arising out of (a) any misrepresentation or breach of any representation or warranty under this Agreement, or (b) any breach of any covenant or agreement to be performed under this Agreement.

13. Independent Contractor

University is an independent contractor under this Agreement and not an agent, servant, employee, associate, joint venturer or partner of Sponsor.

14. Governing Law

University and Sponsor agree to abide by all Federal, State, and local laws, rules, regulations, and ordinances in the performance of this Agreement.

This Agreement shall be governed and construed in accordance with the laws of the State of Virginia. Jurisdiction and venue of any dispute arising out of this Agreement shall lie with any court of competent jurisdiction within the County of Los Angeles, California.

15. Attorneys' Fees

In the event litigation or arbitration is commenced to enforce any of the terms of this Agreement, the prevailing party shall recover, as part of the award and judgment, its reasonable attorneys' fees and costs of such litigation or arbitration from the non-prevailing party.

16. Assignment

University shall not assign this Agreement or any of its rights or obligations under this Agreement except with the prior written consent of Sponsor. Sponsor may assign this Agreement to a third party that agrees to abide by the terms and conditions herein and provided the Sponsor obtains the University's prior written consent, which shall not be unreasonably withheld.

17. Waiver and Severability

No waiver by either party of any breach of any provision hereof shall constitute a waiver of any other breach of that or of any other provision hereof.

In the event a court or governmental agency of competent jurisdiction holds any provision of this Agreement to be invalid, such holding shall have no effect on the remaining provisions of this Agreement, and they shall continue in full force and effect. Upon such holding, the parties shall, within a reasonable period of time, determine whether the severed provision(s) detrimentally and materially affect the obligations or performance of either or both parties. If so affected, the parties shall, within a reasonable period of time, negotiate in good faith to modify this Agreement to relieve such effects. If such negotiations do not result in mutually agreeable modification to this Agreement, notwithstanding the provisions of Article 10 herein either effected party may terminate this Agreement upon providing the other party with thirty (30) days written notice of such termination.

18. Agreement Modification

This Agreement may be modified or amended, including extension of the term of this Agreement, at any time only by a written amendment executed by both parties.

19. Notices

Any notices given under this Agreement shall be in writing and delivered to the following addresses by return receipt mail, postage prepaid; by overnight courier services; or by facsimile transmission. Such notices shall be effective upon the third business day following mailing, if by mail; upon receipt, if by courier; or upon confirmation of successful transmission, if by facsimile.

For Sponsor:

The Internet Society
12020 Sunrise Valley Drive Suite 210
Reston, Virginia 20191
Attention: President

For University:

University of Southern California
Department of Contracts and Grants
Los Angeles, California 90089-1147
Attn: Barbara A. Lewis
Copy to: Joyce Reynolds

20. **Third Party Rights**

This Agreement shall not create any rights, including without limitation third-party beneficiary rights, in any person or entity not a party to this Agreement.

21. **Entire Agreement**

This Agreement constitutes the entire understanding between the parties hereto and there are no collateral, oral or written agreements or understandings. This Agreement supersedes any prior oral or written agreement or understanding between the parties.

IN WITNESS WHEREOF, the parties have executed this Agreement in two or more counterparts, each as an original and all together as one instrument as of the date of last signature below written.

THE INTERNET SOCIETY

By: Donald M. Heath

Name: DONALD M. HEATH

Title: PRESIDENT/CEO

Date: May 3, 1999

UNIVERSITY OF SOUTHERN CALIFORNIA

By: Lloyd Armstrong, Jr.

Name: Lloyd Armstrong, Jr.

Title: Provost and Senior Vice President
for Academic Affairs

Date: 4-28-99

EXHIBIT A

STATEMENT OF WORK

The Principal Investigator shall head a team of individuals to perform the "Work" described in this Exhibit A ("RFC Editor Team"). The RFC Editor team prepares documents for publication as Requests-for-Comments ("RFCs"). These documents include the protocol standards developed by the Internet Engineering Task Force ("IETF"), specifications of experimental protocols, and other information and procedural reports. Specifically, the University of Southern California ("USC") will:

1. Process documents to become RFCs as submitted by the IETF Steering Group (IESG) and by the Internet community.

The RFC Editor team will perform the final technical and style editing. This involves formatting the documents in accordance with the document style that has been established for the RFCs using the document preparation system referred to as "nroff."

The document is reviewed and checked for a number of required features. This includes checking the policy statements (Status of this Memo) for correctness and completeness, Security Considerations, References, Author's Address, and the Copyright Statement. A cross check is made with the Internet Corporation for Assigned Names & Numbers ("ICANN") regarding any protocol parameters (keywords, operation codes, data types) that should be registered. Finally, the final version of the proposed RFC is compared with the original draft and the editorial process is verified.

The queue of pending RFCs will be managed and each submission's progress will be tracked through the review and editing process to publication. In recent years, approximately 180 RFCs have been issued each year.

2. Maintain an on-line repository of RFCs.

The RFCs will be published by installing them in a central, online database. These publicly accessible files will be on a well supported, well connected server on the Internet.

Announce the publication of the RFCs to the global RFC repositories. These sites will pick up copies of these files and place them on their numerous servers distributed around the world. The next working day, a

publication announcement message is sent to two large electronic mail distribution lists (currently over 3000 subscribers) by the RFC Editor. A record of RFCs published, including a brief summary of each, will be maintained.

3. **Maintain an up-to-date index to the RFCs.**

Provide as a publicly accessible file the index, or list, of all the RFCs published to date, and update this file as new RFCs are published.

4. **Develop appropriate on-line methods of making the RFCs available.**

The online files are copied by the interested people and printed or displayed at their site on their equipment. An RFC may also be returned via electronic mail in response to an electronic mail query. This means that the format of the online files must meet the constraints of a wide variety of printing and display equipment.

The RFC Editor will provide Web access to the RFC files via web pages grouping the files in different ways, such as by status or subject.

Provide access to the RFC files via email servers, such as the "RFC INFO" server.

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