

**SERVICES AGREEMENT
BETWEEN
UNIVERSITY OF SOUTHERN CALIFORNIA
AND
INTERNET SOCIETY**

MAY 22 2007

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SERVICES AGREEMENT

This Agreement ("Agreement") is entered into by and between Internet Society ("SPONSOR"), a non-profit organization incorporated under the laws of the District of Columbia, acting on behalf of the IETF Administrative Oversight Committee ("IAOC"), on one hand, and the University of Southern California ("UNIVERSITY"), a nonprofit educational institution incorporated under the laws of the State of California, on the other hand.

Recitals

WHEREAS, the Project as defined herein, is of mutual interest and benefit to UNIVERSITY and to SPONSOR, and the Internet community generally;

WHEREAS, the Project 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 Project 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

"Project" 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, RFC 2223, RFC 4714, RFC 4844, RFC 4845, RFC 4846 and others, as may be amended or replaced from time to time.

"Principal Investigator" shall be Robert Braden.

"Work Product" shall mean individually and collectively all intellectual property, including all copyrightable works (including software, data and databases), compilations, inventions, improvements and discoveries, whether or not registered or reduced to writing, which are conceived, invented, discovered or made by one or more employees, contractors, students, faculty or agents of UNIVERSITY, in performance of the Project.

"Intellectual Property Rights" means all patent, copyright, trademark, trade secret, trade dress and other intellectual and industrial rights throughout the world, and all applications for registration and registrations thereof, 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.

"IETF" means the Internet Engineering Task Force.

"IETF Trust" means a charitable trust established by settlors, including the SPONSOR, for the purpose of managing certain Intellectual Property Rights for the benefit of the IETF.

“IAD” means IETF Administrative Director, responsible for administering this Agreement on behalf of SPONSOR.

“IAB” means IETF Architecture Board.

“IAOC” means IETF Administrative Oversight Committee.

“IASA” means IETF Administrative Support Activity.

SCHEDULE

1. Contents and Order of Precedence

This Agreement consists of the following in order of precedence:

Agreement Exhibits

- A - Statement of Work Exhibit
- B - Budget and Maximum Grants Exhibit
- C – Work Standards
- D – Current Tools List

2. Project

2.1 University Obligations.

UNIVERSITY acknowledges that its timely and professional delivery of services hereunder is essential to the effectiveness and efficiency of the IETF.

(a) Work. UNIVERSITY will perform the services as set forth in Exhibit A, hereinafter the “Work” and each functional “Subset” thereof, and any additional Work that is set forth in a writing executed and dated by both Parties.

(b) Key Personnel. UNIVERSITY shall assign and supervise employees and subcontractors with suitable qualifications to perform the Work. Key Personnel include: (i) Robert Braden, (ii) Sandy Ginoza, and (iii) Alice Hagens. In the event that any of these employees terminate their employment, either voluntarily or involuntarily, UNIVERSITY shall notify the IAD and consult with the IAD on a suitable replacement with equal or greater qualifications. Nothing herein shall alter the fact that all employees of UNIVERSITY, unless otherwise set forth by UNIVERSITY at its sole discretion, shall be “employees-at-will” of UNIVERSITY and may be terminated for any lawful reason.

(c) Work Standards. UNIVERSITY shall perform the Work in a professional and workmanlike manner and in accordance with the prevailing industry standard for the performance of comparable Work, including, without limitation, the work standards (“Work Standards”) set forth in Exhibit C hereto and incorporated herein by this reference.

2.2 Subcontractors. UNIVERSITY shall not engage the services of third party contractors, subcontractors or consultants (“Subcontractors”) in the performance of its obligations under this Agreement without the prior written consent of the SPONSOR, specifying both the specific Subcontractor and the scope of work which it is permitted to undertake. For the purposes of this Agreement, divisions, branches and departments of UNIVERSITY shall not be considered

Subcontractors under this Agreement. UNIVERSITY will provide all information regarding such Subcontractor which the SPONSOR reasonably requests, including a summary of UNIVERSITY'S past experience with such Subcontractor. In the event that SPONSOR permits UNIVERSITY to use the services of one or more Subcontractors, each such Subcontractor shall sign a written agreement imposing all of the relevant provisions and restrictions of this Agreement upon such Subcontractor to the same extent as UNIVERSITY and employees of UNIVERSITY. UNIVERSITY shall be fully responsible for each such Subcontractor's compliance with the applicable terms of this Agreement, and UNIVERSITY shall be liable for all actions and omissions of such Subcontractors and their performance or failure to perform as required hereunder, except to the extent Subcontractor's actions and omissions and Subcontractor's performance or failure to perform may have been caused by SPONSOR'S actions and omissions. SPONSOR shall have no responsibility or obligation to any such Subcontractor, and UNIVERSITY shall pay all such Subcontractors in accordance with the agreement between them and ensure that all Subcontractors deliver all Deliverables for which they are responsible without lien or encumbrance. UNIVERSITY acknowledges that the SPONSOR's consent to a Subcontractor does not relieve UNIVERSITY of its obligations and liabilities hereunder.

2.3 Benefits. UNIVERSITY shall provide for and pay the compensation of its personnel, including Subcontractors, and shall pay all taxes, contributions and benefits (such as, but not limited to, workers' compensation benefits) which an employer is required to pay relating to the employment of employees. The SPONSOR and IAOC will not be responsible for providing any compensation, insurance, medical, disability or other benefits to UNIVERSITY personnel. UNIVERSITY shall indemnify, defend and hold the SPONSOR and IAOC harmless from and against all such taxes, contributions and benefits and will comply with all associated governmental regulations, including the filing of all necessary reports and returns with respect to its personnel.

2.4 Amendment. Anything in this Agreement to the contrary notwithstanding, SPONSOR and UNIVERSITY may at any time amend this Agreement by mutual written agreement.

2.5 Use of Funds. All funding provided by the SPONSOR under this Agreement shall be utilized in accordance with Exhibits A, B, and C and which are hereby incorporated by reference.

2.6 Investigator Freedom. Nothing in the Agreement shall be construed to limit the freedom of the Principal Investigator, whether providing services under this Agreement or not, from engaging in similar projects made independently under other grants, contracts or agreements with parties other than SPONSOR.

3. Period of Performance

The initial term of this Agreement will be for two years, commencing on January 1, 2007 and ending on December 31, 2008. The parties may mutually agree in writing to renew this Agreement for a renewal term of one year upon the same terms and conditions, no later than October 1, 2008.

4. Reports

See Statement of Work, Exhibit A.

5. Costs, Billings and Other Support

COSTS

In consideration for performance of the Project by UNIVERSITY throughout each calendar year set forth in Exhibit B, SPONSOR shall reimburse the UNIVERSITY for its Costs as provided in this Article 5, up to the maximum annual grant for each calendar year set forth in Exhibit B ("Maximum Grant"). "Costs" means, for purposes of this Agreement, salary and benefits for the Principal Investigators (to the extent such salary and benefits are standard for UNIVERSITY employees of substantially similar position as the Principal Investigators), and such other costs as are expressly reflected in Exhibit B. SPONSOR will pay UNIVERSITY within thirty (30) days after receipt of invoices provided by the UNIVERSITY. Invoices shall identify expenditures by major budget categories (i.e. salaries, fringe benefits, travel, supplies, etc.) as identified in Exhibit B. SPONSOR shall not be obligated to pay any amounts under this Agreement exceeding, in the aggregate, the Maximum Grant. SPONSOR will pay only for work actually performed and the annual amounts shall not exceed the Maximum Grants set forth in Exhibit B except through specific written agreement by SPONSOR. The UNIVERSITY is authorized to incur and bill charges for overtime pay for work performed under this Agreement, provided, however such costs do not cause the annual amounts to exceed the Maximum Grants set forth in Exhibit B.

BILLINGS - Invoices shall be submitted as follows:

1. On a quarterly basis until July 2007, thereafter on a monthly basis.
2. UNIVERSITY shall invoice for work performed on and since January 1, 2007 in accordance with this Agreement
3. In triplicate (an original and two copies) as well as by email to the IETF Administrative Director ("IAD") on behalf of SPONSOR.
4. A final invoice shall be submitted within sixty (60) days of completion of this Agreement and shall be designated as "Final."

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

University of Southern California
Sponsored Projects Accounting,
File # 52095
Los Angeles, CA 90074-2095
(Fed ID No. 95-1642394)

In the event of termination of this Agreement, pursuant to Article 10 hereof, SPONSOR shall reimburse all reasonable Costs actually accrued by UNIVERSITY in accordance with this Article 5 (up to the Maximum Grant for the then-current year) for performance of the Project up through the effective date of termination of the Agreement, including all non-cancelable obligations, and shall have no further payment obligations under this Agreement.

OTHER SUPPORT

UNIVERSITY shall support IETF, IASA, IAB or SPONSOR as requested by the IAD with respect to responding to legal requests, subpoenas or other legal processes that implicate the RFC

series of documents and/or particular documents published by the RFC Editor either prior to or during the term of the contract. All external, documented costs and expenses, specifically excluding costs of UNIVERSITY personnel or internal resources for such support shall be borne by SPONSOR.

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: "Funding for the RFC Editor function is provided by the Internet Society on behalf of the IETF Administrative Support Activity (IASA)" in the RFCs published with Sponsor funding pursuant to this Agreement.

7. Publications

UNIVERSITY shall publish any and all materials resulting from the Project in the manner set forth in Exhibit A and in accordance with the Service Levels set out in Exhibit C.

8. Intellectual Property

8.1 UNIVERSITY expressly acknowledges that all Work Product, and all Intellectual Property Rights therein, is and shall be owned exclusively by IETF Trust.

8.2 Without limiting the generality of Section 8.1, the parties agree that all copyrightable aspects of Work Product are to be considered "works made for hire" within the meaning of the Copyright Act of 1976, as amended (the "Act"), and that IETF Trust is to be the "author" within the meaning of the Act for all purposes. All such Work Product, as well as all copies of such Work Product in whatever medium fixed or embodied, shall be owned exclusively by IETF Trust as of its creation, and UNIVERSITY hereby expressly disclaims any and all interest in any such Work Product 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.

8.3 In the event that any right, title or interest in or to any or all of the Work Product, or any part or element thereof, may not, by operation of law, vest in IETF Trust, 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 IETF Trust, without further consideration, all of UNIVERSITY'S right, title and interest, throughout the world and in perpetuity, in all Work Product and all copies thereof, in whatever medium fixed or embodied, and all Intellectual Property Rights therein, 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.

8.4 Concurrent with the signing of this Agreement, the IAOC shall cause the IETF Trust to grant to UNIVERSITY a worldwide, royalty-free, non-exclusive license to reproduce, display, transmit, distribute, exhibit and otherwise use any and all existing RFCs, protocol standards, specifications of experimental protocols and any other information or materials owned by the

IETF Trust (collectively, "RFC Materials") and necessary for UNIVERSITY to perform the Project during the term of this Agreement solely as necessary for UNIVERSITY to perform the Work. Such license shall be granted pursuant to a license agreement in form mutually agreed by UNIVERSITY and the IETF Trust (the "License Agreement"). It is acknowledged that UNIVERSITY's obligations under this Agreement are contingent upon IETF Trust's granting of such license to UNIVERSITY.

8.5 Subject to any circumstances beyond UNIVERSITY's control, UNIVERSITY agrees to allow unlimited and free access to all Requests for Comments ("RFCs") generated under this Agreement as instructed by Sponsor for the term of this Agreement, provided that any substantial deviation from publication procedures contained in this Agreement or that exist at the date of this Agreement and that would increase University's costs must first be mutually agreed by the parties.

8.6 UNIVERSITY shall, on a regular basis and at any time requested by SPONSOR, disclose to SPONSOR all Work Product generated under this Agreement, and deliver to SPONSOR, or such third party designated by SPONSOR, one hard copy and/or one soft copy, in a mutually agreeable standard format and media, of any such Work Product, including data, databases, software applications, etc.

8.7 The IAOC shall cause the IETF Trust to irrevocably grant to UNIVERSITY the worldwide, perpetual, non-exclusive right to use RFCs produced under contract with the SPONSOR for its research and education purposes.

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

Either party may terminate this agreement upon ninety (90) days prior written notice to the other, without liability and with no further obligation beyond the date of termination except as set out in section 22. Articles 8, 9, 11, 12 and 15 to 23 shall survive any termination of this Agreement.

In the event that either Party shall fail to perform its obligations pursuant to this Agreement and such failure shall continue for a period of thirty (30) days following written notice from the other Party, this Agreement may be terminated by the non-breaching Party by giving a written notice of termination to the other Party.

Termination of this Agreement by either party for any reason shall not affect the rights and obligations

of the parties accrued prior to the effective date of termination or which survive termination pursuant to Article 10.

Upon termination of this Agreement for any reason, UNIVERSITY shall pack and ship to SPONSOR any equipment and software paid for primarily with SPONSOR funds.

11. Warranties and Disclaimer

11.1 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.

11.2 EXCEPT AS PROVIDED IN ARTICLE 11.1., UNIVERSITY MAKES NO WARRANTIES FOR ANY PURPOSE WHATSOEVER, EXPRESS OR IMPLIED, AS TO THE PROJECT OR THE RESULTS OF THE PROJECT, INCLUDING THE MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OF THE PROJECT OR THE RESULTS OF THE PROJECT 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.

12. Insurance, Indemnification and Limitation on Liability

12.1 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.

12.2 SPONSOR agrees to hold harmless, indemnify and defend UNIVERSITY, its trustees, officers, employees and agents from all liabilities, demands, damages, 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, or (c) third party intellectual property claims alleging infringement by the RFC Materials in the form provided by SPONSOR to UNIVERSITY, provided that such indemnification under this subsection (c) shall not apply to the extent: (i) UNIVERSITY fails to conduct the Project in accordance with RFCs, or (ii) such claim arises from UNIVERSITY'S misrepresentation or breach of any representation, warranty, covenant or obligation under this Agreement, or (iii) such claim arises from UNIVERSITY's modification of such RFC Materials or combination of such RFC Materials with materials not provided by SPONSOR, without which modification or combination the alleged infringement would not have occurred. SPONSOR shall have sole control over the defense and litigation of any such third party intellectual property claims, provided that 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.

12.3 UNIVERSITY agrees to hold harmless, indemnify and defend SPONSOR, 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, or (c) any claims brought by employees, students, faculty, contractors or agents of UNIVERSITY in connection with their employment or engagement in the Work, their compensation or benefits, or the termination of their employment.

12.4 TO THE MAXIMUM EXTENT PERMITTED BY LAW, IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER PARTY OR ANY THIRD PERSONS FOR ANY INDIRECT,

SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES (INCLUDING LOST PROFITS) ARISING IN ANY MANNER OUT OF OR IN CONNECTION WITH THIS AGREEMENT, WHETHER OR NOT SUCH PARTY HAS BEEN ADVISED OF OR OTHERWISE MIGHT HAVE ANTICIPATED THE POSSIBILITY OF ANY SUCH DAMAGES. TO THE MAXIMUM EXTENT PERMITTED BY LAW, IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER PARTY OR ANY THIRD PARTY PURSUANT TO THIS AGREEMENT FOR ANY AMOUNTS, IN THE AGGREGATE, IN EXCESS OF FIFTY THOUSAND DOLLARS (US\$50,000). THE LIMITATIONS SET FORTH IN THE TWO FOREGOING SENTENCES DO NOT APPLY TO (a) ANY DAMAGES ARISING FROM GROSS NEGLIGENCE OR WILLFUL MISCONDUCT, (b) ANY DAMAGES PAYABLE TO A THIRD PARTY PURSUANT TO AN INDEMNIFICATION CLAIM UNDER THIS ARTICLE 12.

13. Independent Contractor

UNIVERSITY is an independent contractor under this Agreement and not an agent, servant, employee, associate, joint venture or partner of SPONSOR.

14. MEETINGS AND CONTRACT ADMINISTRATION

14.1 Meetings.

(a) The IAD shall request meetings as necessary in furtherance of this Agreement. Unless otherwise set forth in this Agreement, in an applicable Statement of Work, or by mutual consent, "meetings" may be conducted via conference call.

(b) The RFC Editor shall meet at IETF meetings (held three times per year) with the IAD for contract management meetings to: (i) review contract performance, (ii) review budget projections, (iii) resolve issues, and (iv) consider such other business as appropriate. These meetings are separate and apart from the substantive issue meeting customarily held Tuesdays during IETF Meeting week.

14.2 Contract Administration

(a) The IAD shall be the IAOC representative administering the contract, requesting, and attending meetings with UNIVERSITY and RFC Editor personnel.

15. 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 Commonwealth of Virginia. All disputes hereunder shall be resolved by binding arbitration in accordance with the provisions of Section 9 above.

Notwithstanding the foregoing, Nothing in this Section 15 or in Section 9 shall prevent either Party from seeking injunctive relief that such Party deems necessary with respect to any dispute that by its nature is not curable, pending the establishment of the arbitrator (or pending the arbitrator's determination of the merits of the claim).

16. 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.

17. 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.

18. 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 15 herein either affected party may terminate this Agreement upon providing the other party with ninety (90) days written notice of such termination.

19. 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.

20. 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 service; 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

1775 Wiehle Avenue, Suite 102

Reston, VA 20190-5108

Attn: Lynn St. Amour

FAX: 703.326.9881

With a copy to:

IETF Administrative Director

1775 Wiehle Avenue, Suite 102

Reston, VA 20190-5108

FAX: 703.779.7463

For UNIVERSITY:

University of Southern California
Department of Contracts and Grants
837 West Downey Way, STO 330
Los Angeles, CA 90089-1147

Attn: Elizabeth L. Hisserich

Senior Contract and Grant Administrator

Copy to: Principal Investigators

21. 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.

22. TRANSITION

22.1 Rights and Obligations upon Termination.

(a) Upon the date of expiration of this Agreement or the date that termination of this Agreement with respect to all Work becomes effective (hereafter, the "Termination Date"), UNIVERSITY shall have no further obligation to perform the Work except for Transition Services (as defined below) and Work provided under this Section 22.

(b) Subject to the following sections of this section, within seven (7) days of the Termination Date, UNIVERSITY shall return to IAOC (without retaining copies) all documentation and other materials provided to it relating to the Project, or, at SPONSOR'S request, destroy all copies of such documentation and materials; and

(c) Within thirty (30) days after review and acceptance of an undisputed final invoice following the Termination Date (or the last day of any extension described in below, as appropriate), SPONSOR shall pay to UNIVERSITY all UNIVERSITY fees that are due and owing.

22.2 UNIVERSITY Obligation to Assist with Transition.

(a) Upon notice of termination for any reason by either party in accordance with the terms of this Agreement, or in the event SPONSOR provides notice that it does not intend to renew the Agreement, UNIVERSITY shall assist SPONSOR in the orderly and timely transition of the Work, or a Subset thereof, to SPONSOR or successor provider (the "Successor(s)"), consistent with the requirements of this section. Such Transition Services shall continue for a period (the "Transition Period") that ends upon either (i) the effective date for the commencement of work of an agreement between SPONSOR and any Successor; or (ii) the date that is six (6) months after the Termination Event, whichever occurs earlier. UNIVERSITY shall have no obligation to perform any such Transition Services after the Transition Period has concluded.

(b) During any Transition Period, UNIVERSITY shall nonetheless continue to perform services in accordance with the Statement of Work and fee structure in effect on the date of notice of termination, unless the Parties mutually agree, pursuant to good faith negotiations, to the application of a revised fee structure during that Transition Period. All other terms and conditions of this Agreement shall continue to apply during UNIVERSITY'S provision of such work

(c) Any request for Transition Services shall be submitted to UNIVERSITY in writing on or immediately prior to the Termination Date.

(e) SPONSOR shall pay UNIVERSITY for the performance of Transition Services described in this section.

(f) UNIVERSITY shall cooperate with SPONSOR in effecting the orderly and timely transition of the Project, or subset thereof, to Successor(s) and agrees to perform the following Transition Services:

- (i) Provide SPONSOR with current Procedures, Style and Systems documentation, and all other documentation of operational and procedural practices, required for the orderly transition of the Project, or part thereof, to a Successor;
- (ii) Provide SPONSOR with assistance in transferring the Project, or any part thereof, to the Successor;
- (iii) Provide assistance in transitioning applicable system tools, such as applications, data, web site, etc.;
- (iv) Provide assistance in transferring all Intellectual Property to the IETF Trust, or its designee;
- (v) Provide joint project planning to ensure an orderly and timely transition of the Work to Successor(s); and
- (vi) Provide SPONSOR and/or its designees all information that is reasonably necessary to enable a Successor to provide the Work.

23. 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,

SPONSOR: INTERNET SOCIETY ACTING ON BEHALF OF THE IETF ADMINISTRATIVE OVERSIGHT COMMITTEE (IAOC)	UNIVERSITY OF SOUTHERN CALIFORNIA
BY: LYNN ST.AMOUR, PRESIDENT AND CEO	BY: ELIZABETH L. HISSEICH, SR. CONTRACT & GRANT ADMINISTRATOR

BY: Lynn St. Amour
NAME: LYNN ST. AMOUR
TITLE: PRESIDENT + CEO
DATE: MAY 22, 2007
ADDRESS: 1775 WIEHLER AVENUE
SUITE 102, RESTON, VA 20190

BY: Elizabeth L. Hiseich
NAME: ELIZABETH L. HISSEICH
TITLE: SENIOR ADMINISTRATOR
DATE: MAY 4, 2007
ADDRESS: 837 W. DOWNEY WAY, STO 330
LOS ANGELES, CA 90089-1147

EXHIBIT A

STATEMENT OF WORK

This Statement of Work describes tasks to be performed by the UNIVERSITY'S Information Sciences Institute (ISI) for the SPONSOR, during the two calendar years 2007 and 2008.

Reference: This Statement of Work was prepared based on RFC 4714, "Requirements for IETF Technical Publication Service", and the framework for the RFC Editor function expressed in RFC 4844. Additionally, various IETF process documents and operational procedures affect the work of the RFC Editor.

A. RFC Editor Functions

The RFC Editor will perform the following functions pertaining to the "Request for Comment" (RFC) document series:

1. Editing and publishing RFCs for the Internet Engineering Task Force (IETF), the Internet Research Task Force (IRTF), and the Internet Architecture Board (IAB), collectively referred to as "the IETF community", as well as accepted independent submissions. The IETF and the IRTF are managed respectively by the Internet Engineering Steering Group (IESG) and the Internet Research Steering Group (IRSG). The members of the IESG are known as Area Directors (ADs).

Documents from the Internet engineering community may be generated in four streams; from the IETF standards process (including working group and individual submissions through Area Directors), submissions from the IAB, from the IRTF and from submissions made independently. The following tasks apply to documents from any of these streams.

Where reference is made to IETF individuals who may authorize certain actions, these individuals will be identified from time to time by the IAB, IESG and IRSG, for their respective streams.

a. Editing

- 1) Review and edit the document for grammar, spelling, formatting, alignment with boilerplate, document structure, etc. The review should strive to maintain consistency of style, and, appearance with previously published documents, editorial standards, and clarity. Copy-editing services provided by third parties shall be under separate contract(s) with the Sponsor. See below.

- 2) Maintain a tracking system for edits, and ensure that changes are signed off by all authors, and technical changes approved by an authorized IETF individual.

- 3) In rare cases, where some or all document text is the result of a careful negotiation of contributions, accept text which is to be published nearly verbatim (there may be spelling and minimal formatting edits). In the IETF standards process stream, such verbatim publication may be requested by the IESG. Any document may contain computer code, formal languages, or similar material in which no changes must be made except for minimal formatting changes or

when technical errors are detected.

b. Validation of references

1) Ensure that references within specifications are available and that referenced IETF documents (RFCs and Internet Drafts) are latest versions available. Also, match citations and references for consistency. In the IETF standards stream, specific rules on the suitability and availability of references apply, as documented in RFC 2026 and successors, as interpreted by the IESG. Publication of IETF stream documents may be delayed waiting for normative references to become available.

c. Validation of formal languages

1) The RFC Editor should validate the syntax of sections of documents containing formal languages. In particular ASN.1, ABNF, and XML should be verified using appropriate tools. The SPONSOR will make reasonable efforts to ensure that such tools are obtained, tested, adapted or extended to meet the RFC Editor requirements, and maintained.

d. Insertion of Parameter Values

1) Review documents for required IANA actions and work with IANA (or possibly other organizations maintaining registries) to populate protocol parameters into documents and update appropriate related text when required prior to publication.

e. Pre-Publication Corrections

1) Incorporate changes for an IETF community document upon request of authorized individuals.

2) Ensure that XML and nroff source files, and others that are feasible, that are associated with a published RFC are also updated to correspond to that published document.

f. Allocation of Permanent Stable Identifiers for Reference Purposes

1) Allocate stable identifiers such as RFC numbers.

2) Assign additional permanent identifiers associated with various subseries documents as directed by the IAB

g. Document Format Conversions

1) Accept ASCII text files as input and publish documents as ASCII text files and PDF files

2) When mutually convenient, accept document source files of value in the publishing process.

3) Accept supplemental files that may contain information such as: code, formal descriptions (XML, ASN.1, etc.), graphics, data files, etc.

4) Supplemental files may also include enhanced versions of the document containing graphics or sections not presentable in text format. Any supplemental files may not be editable by the RFC Editor.

h. Language Translation

1) Documents are published only in English.

i. Exception Handling

1) Permit documents to be withdrawn from or put on hold prior to publication.

j Notification of publication

1) Announce the availability of published documents. The document is “published” on the date of announcement.

k. Expedited Handling

1) Expedite the processing of specific documents within a given document stream at the request of the appropriate IETF community party, i.e., IESG, IRSG or IAB. Priorities for ordering among streams will be established by the IAB.

l. Process and Document Evolution

1) Participate in the discussions of changes to author guidelines and publication process changes

2) Participate in and support process experiments proposed by the community involving the technical publication process that may improve the RFC series process.

3) ISI shall inform SPONSOR of potential impacts on ISI schedule, resources and budget of any process experiment proposed by the community. Parties shall discuss prioritization of process experiments with respect to these impacts.

2. Pre-Approval Editorial Review

The RFC Editor should be capable of performing an editorial review of documents upon request early enough to allow any changes to be reviewed within the technical review process. This is an optional service that may or may not be required. If it is required, it will be separately priced as agreed to be the Parties under a future revision of this Agreement. For the IETF standards process stream this review is expected to be performed before WG last call and provide feedback to the authors to improve quality of the documents.

3. Editorial management and publication of RFCs from Independent Submissions;

The fourth stream of documents identified above encompasses documents that may be submitted directly to the RFC Editor. The community defined review and approval process for this stream, referred to as Independent Submissions, is documented in RFC 4846. These documents are also subject to provisions in RFC 3932 and revisions thereto. Approved Independent Submissions will then undergo the editing and publishing task described under 1 a - 1 j above, as appropriate. The following RFC Editor tasks apply to review and approval of Independent Submissions.

a. Perform Initial Review

1) Review document to determine whether there is high likelihood of conflicts or other interactions with IETF efforts (including whether the document is one that the IESG should probably process), and, if so, forward the document to the IESG, or relevant ADs, for preliminary evaluation and comment. See e. below.

b. Document Rejection

1) Reject a submitted document at any point in the process if it does not appear publishable,

i.e., the submission does not meet the technical or editorial standards of the RFC Series or is not relevant to the areas that the series covers

c. Document Iteration

- 1) Iterate with the author on the document to improve its quality

d. Review and Evaluation

- 1) Arrange for one or more reviews of the document by Editorial Board; reviews or evaluation of reviews by others
- 2) Unsolicited reviews may be received from parties independent of the author
- 3) The author may request that the RFC Editor solicit additional reviews
- 4) In exceptional cases the author may request that the IAB review the document(s)

e. IETF Interaction

- 1) Submit document to IESG for its review in accordance with RFC 3932 or its replacement.
- 2) Delay publication of a document upon the request of the IESG for a period up to 18 months
- 3) Consider a request by the IESG to not publish a document as part of the RFC series
- 4) Review and address, if necessary, comments posted by the IESG as individual comments in the ID tracker.

f. Decision

- 1) Make the final decision whether to publish the document

g. Final Editing and Publication

- 1) Edit and publish in a fashion similar to other RFCs.

h. Coordination with Other Document Streams

- 1) Coordination and prioritization relative to other document streams will be worked out between the IAB and the RFC Editor.

4. Maintenance of archives, indices, errata and lists associated with RFCs

a. Indexing: Maintenance of the Catalog

- 1) Maintain the index of all published documents in human and machine readable (.txt, html and .xml) forms
- 2) Provide the permanent archive for published documents
- 3) Store and update meta information associated with a published document as its status changes
- 4) Secure the archive to prevent the modification of published documents by external parties
- 5) Provide the permanent archive of any source documents associated with a published specification
- 6) Change the status of an IETF community document in the index (e.g., to Historic) at the direction of the relevant IETF party (IAB, IESG, IRSG)

b. Post Publication Corrections

1) Maintain errata for published documents using specific procedures for errata evaluation and approval to be agreed between the IAB and the RFC Editor.

2) Provide information on relevant errata as part of the information associated with an RFC

c. Access to Published Documents

1) Provide search tools for finding published documents and relevant meta information associated with a published document, and display meta information for example: category of document, maturity level (if standards track), obsoleted by or updated by information, and associated errata

2) Integrate RFC Editor search tools with the IETF search tools as appropriate

3) Provide direct access to published RFCs, by generally used methods such as, ftp, http and rsync

5. Communication of relevant RFC processing information online

The RFC Editor shall maintain a website with the following information:

a. Publication Status Tracking

1) Provide state information for each document in the publication process

2) Integrate RFC Editor state information with the IETF tools to provide end-to-end status tracking of documents

3) Provide external visibility of not only the fact that a document is in an extended waiting period, but also the token-holder and circumstances of the wait

b. Providing Publication Statistics and Status Reports

1) Provide monthly reports reflecting service level compliance data for RFC Editor states (Edit and RFC Editor), publication, third party and normative reference processing

2) Provide monthly statistics on median queue times, counts of documents published, publication processing time, and RFC Editor total processing time (defined in Exhibit C), sorted by document stream. The presentation should provide a historical context to identify trends

3) Provide periodic status reports to the IETF meetings to apprise the community of their work and performance

4) Provide a histogram report of performance per document state

5) Provide monthly reports giving RFC queue arrivals, completions, and documents on the queue sorted by document stream

6) Indicate the number of documents in each state at the end of each month sorted by document stream

7) Provide periodic statistics on author-requested reversions to original text. Authors will indicate when the change is a reversion to the original. These will be counted and reported for documents in AUTH48.

6. Liaison with and training of IETF community

a. Tutorial and Help Services

1) Provide and maintain documentation giving guidance to authors on the layout, structure, expectations, etc. required to develop documents suitable for publication

2) Provide tutorials to the IETF community to educate authors on the processes and

expectations of the IETF technical publisher

3) Provide a contact e-mail address and correspond as required to progress the publication work, and address queries from both inside and outside of the IETF community

4) Provide a help desk at IETF meetings.

B. Coordination Responsibility

The Editor will interact with IANA, authors, reviewers, the IESG and others in the proper performance of its responsibilities. It will be responsible for managing those relationships, including the establishment of due dates, follow-up notices, and escalation to maintain the publication process in a timely fashion.

C. Collaboration

1. The RFC Editor shall work with the appropriate parties to integrate its document tracking system with the IETF ID Tracker and the IANA tracking system.

D. Liaison and Communication Support

1. Through liaison participants, the RFC Editor should take part in IESG and IAB formal meetings, usually telechats, and may participate in IESG and IAB face-to-face activities at IETF meetings, and other activities such as retreats when requested.

2. The RFC Editor may make regular reports at IETF meetings, in writing, in person, or both.

3. The RFC Editor shall participate in monthly coordination telechats with the IAD, IAB Chair, the IETF Chair, the ISOC President, and others as appropriate.

Specific Deliverables

In addition to the foregoing functions and tasks there are specific deliverables:

1. The RFC Procedures Manual

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

b. An initial draft of this Manual shall be completed by 1 July 2007, reflecting the procedures in place at that time. It will be updated thereafter.

2. The RFC Style Manual

a. The RFC Editor shall prepare an RFC Style Manual describing with clarity the grammar, style, usage, typography, punctuation, and spelling to hone clear, concise technical prose, etc., for the drafting and editing of RFCs. It will be posted on the RFC Editor web site. The Style Manual shall replace parts of RFC 2223 "Instructions to RFC Authors". The RFC Editor will incorporate revisions resulting from an IAB-managed public review.

b. The RFC Style Manual shall be developed with community input, cooperatively with the IAB in the manner outlined in RFC 4844.

c. The first draft of this Style Manual shall be available for review not later than 1 July 2007, and updated when new style issues arise.

3. System Documentation

a. ISI will document the systems supporting the RFC publication process.

b. The initial draft of this documentation shall be completed by 1 January 2008 and maintained thereafter.

4. Information Systems and Tools Development

a. Tools development includes systems development in direct support of the RFC Editor, enhancements and applications providing for 3rd party interaction and shall be undertaken with goals of:

- 1) Improving performance of staff,
- 2) Participation of necessary 3rd parties, e.g., authors,
- 3) Interaction with the Internet-Draft Tracker and IANA,
- 4) Portability during a future transition, if any, and
- 5) Adding additional services required by this SoW.

b. All tools development shall be open source

c. ISI and the IAD shall confer on the ISI tools development program and priorities with the foregoing goals in mind.

5. ISI Proposal Innovations

ISI will continuously examine its process for possible improvements, experiment with feasible and useful ones, and adopt those that succeed.

a. Innovations to Improve Efficiency

b. Innovations to Improve Coordination and Transparency

c. Innovations to Improve Quality

ISI will attempt steady progress on their proposed innovations and shall report progress thereon quarterly. Some of these innovations are covered by the preceding SoW, but some may imply additional deliverables that may require revision of this SoW in the future.

Note that some of the innovations will require community input before work can begin. ISI, the IAB representative, and the IAD will have periodic discussions with respect to community impact and evaluate for appropriate review.

6. Errata

- a. A process shall be developed for the authentication and handling of errata.
- b. A tool will be developed for the submission of errata.
- c. Errata submitted since March 2005 shall be processed in accordance with the process developed in 6 a.
- d. ISI will bring all Errata current by 1 October 2007.

Copy-Edit Contract Interface Responsibilities

- 1. IASA has assumed responsibility for delivering baseline copy-edit services by contracting out those services. The IASA will seek advice from the RFC Editor on the selection and qualifications of the person(s) to fill this role.
- 2. The RFC Editor will appoint a Deliverables Supervisor for the assignment and management of the copy-edit work.
- 3. The RFC Editor staff will determine whether copy edits are accurate and thorough, whether they comply with RFC Editor reference materials, and whether the intended meaning has potentially been altered.
- 4. The Deliverables Supervisor will provide feedback to the copy-editor regarding editorial performance and will notify the copy-editor about evolving editorial policies as necessary.
- 5. The Deliverables Supervisor will notify the IAD of performance issues for resolution as necessary.

EXHIBIT B

BUDGET AND MAXIMUM GRANT

ISI Proposal No. 2006-ISI-129R
RFC-Ed 07/08: Request for Comments Editor 07/08
Project Leader: Braden
Period of Performance: 1/1/2007 - 12/31/2008

Totals

Year 1: \$744,525

Year 2: \$677,814

[Note: This exhibit has been modified to remove confidential material.]

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EXHIBIT C

WORK STANDARDS

A. INTRODUCTION

1. ISI will provide the services set forth in the SOW in accordance with the service levels set forth herein ("Service Levels"). In the event that ISI does not meet the defined Service Levels, SPONSOR shall be entitled to exercise provisions of sections 10 and 22.

2. The applicable Service Levels are set forth below

B. Document Processing Service Levels

1. Publication Processing

a. A document is "received" by the RFC Editor on the date of the Protocol/Document Action email.

b. A document is "published" when it is announced by the RFC Editor.

c. A document is in an RFC Editor state when the work of the RFC Editor is not being delayed by the actions of a third party. For example, IANA actions and RFC Editor activity can often be accomplished in parallel, in which case it remains in an RFC Editor state. Also, RFC Editor activity can take place while a document is awaiting normative reference documents to process.

2. Publication Processing Times

a. Publication processing times per document are from receipt date to publication date in calendar days.

b. The publication processing time goal for each document from receipt to publication is thirty (30) days.

c. The RFC Editor total processing time (i.e., time in Edit (including copy-editing) and RFC Editor states, not third party action states, which, by definition, delay RFC Editor processing) goal for each document is twenty (20) days.

d. By July 1, 2007, 60% of the published documents shall have an RFC Editor processing time of 20 days or fewer.

e. By October 1, 2007, 75% of the published documents shall have an RFC Editor processing time of 20 days or fewer.

f. By January 1, 2008, 90% of the published documents shall have an RFC Editor processing time of 20 days or fewer.

g. Publication processing time goals include RFC Editor states and third party action states. The RFC Editor shall interact with third parties to promote an efficient and timely publication process, using escalation methods when appropriate.

h. The RFC Editor shall commit to continuous process improvement leading to the reduction of outliers in RFC Editor and publication processing times.

i. There shall be no long term growth trend in the length of the publication queue. The Sponsor and ISI shall review growth trends in the queue to determine causality and whether, among other things, adjustments in expectations and/or resources may be required.

3. Document Quality

a. Document quality shall be consistent with the RFC series historically.

- C. Maintenance of archives, indices, errata and lists associated with RFCs;
 - 1. The RFC Editor and IAD shall discuss service levels where appropriate.
- D. Communication of relevant RFC and processing information online; and
 - 1. The RFC Editor and IAD shall discuss service levels where appropriate.
- E. Liaison with and training of IETF community.
 - 1. The RFC Editor and IAD shall discuss service levels where appropriate.

EXHIBIT D

CURRENT TOOLS LIST

Current software tools used in the RFC process. This list may be amended from time to time as the Parties identify tools to include.

matchref
checktext
dotblank
maketocbv
ispell
dupewords
printable
htmlwdiff
make-rfc

xml2rfc
strip-id-references.xsl

smicng
abnf checker (<http://rtg.ietf.org/~fenner/abnf.cgi>)
xmlspy