

Exhibit A
Secretariat
Statement of Work

THIS DOCUMENT IS A STATEMENT OF WORK ("Statement of Work" or "SOW") as defined in the Services Agreement (the "**Agreement**"), between Association Management Solutions, LLC a Delaware Limited Liability Company ("AMS") and the Internet Society, a District of Columbia nonprofit corporation ("ISOC") (each a "**Party**" and, collectively, the "**Parties**"). This Statement of Work is subject to, and is made a part of, the Agreement. The effective date of this Statement of Work is the effective date of the Agreement. Terms not defined in this document shall have the meaning set forth in the Agreement.

GENERAL UNDERSTANDINGS

1. It is understood between the parties that this SOW is based on the information known by the Parties at the time of execution of this SOW and may require revision as the relationship between the Parties progresses.
2. Supported Organizations include Working Groups, and the Internet Engineering Steering Group (IESG), Internet Architecture Board (IAB), IETF Administrative Oversight Committee (IAOC), Internet Research Task Force (IRTF), Internet Research Steering Group (IRSG), RFC Series Editor (RSE) and Independent Submissions Editor (ISE) and Nominating Committee (NomCom).
3. Vendor will provide secretariat services for the IETF Community in accordance with this Statement of Work.

The Secretariat services include:

- A. Meeting Services
- B. Clerical Support Services
- C. IT Support Services

1. OBLIGATIONS

1.1 Vendor Obligations. The timely and professional delivery of services is essential to the effectiveness and efficiency of the IETF.

(a) Work. Vendor will perform the services ("Work") as set forth in the SOW.

(b) Personnel. Vendor shall assign and supervise employees and subcontractors with suitable qualifications to perform the Work. More specifically, Vendor shall provide a list of proposed qualified Key Personnel and include their resumes.

(c) Work Standards. Vendor shall perform the Work in a professional and workmanlike manner and in accordance with the prevailing industry standard for the performance of comparable Work. Contractor may define further work standards ("Work Standards").

Failure to perform services in accordance with standards may result in a reduction in fees or, possibly, termination.

1.2 Subcontractors. Vendor may engage the services of third party contractors, subcontractors, or consultants ("Subcontractors") in the performance of its obligations. Vendor shall be fully responsible for each such Subcontractor's compliance with the applicable terms of the Agreement, and Vendor shall be liable, without limitation, for all actions and omissions of such Subcontractors and their performance or failure to perform as required hereunder. Vendor shall identify proposed Subcontractors and provide information substantiating their qualifications for the services proposed.

1.3 Benefits. Vendor 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 Contractor will not be responsible for providing any compensation, insurance, medical, disability or other benefits to Vendor personnel. Vendor shall indemnify, defend, and hold the Contractor 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. Financial Management

2.1 Professional Service. The Vendor will provide (i) professional financial management in accordance with applicable laws and regulations, (ii) budgets and year-end forecasts in a timely fashion, and (iii) invoices with appropriate supporting documentation.

(a) Meeting Financial Management.

- i. Vendor shall provide a proposed budget before venue contract execution,
- ii. Vendor shall provide a forecast prior to each meeting, and
- iii. Vendor shall provide a financial report of each Meeting to the IAD. The preliminary meeting financial report shall be provided within 30 days of the meeting, with a final report due upon the Master Account reconciliation, but not later than sixty (60) days after the meeting.
- iv. The Master Account reconciliation will be pursued in a diligent and expeditious manner, typically within thirty (30) days.
- v. Vendor will provide a statement of meeting and social registrations fee payments weekly.

vi. Vendor will provide a report of its actual versus budget performance for each meeting.

vii. All budgets shall be subject to IAD approval.

viii. Year-End Forecasts shall be provided after the first and second meeting, in a diligent and expeditious manner, typically within forty-five (45) days.

(b) Clerical Financial Management

i. Any expenses that are to be reimbursed require prior approval by the IAD, and Vendor shall provide invoices within 30 days of incurring the cost.

(c) IT Financial Management

i. Vendor shall provide invoices within 30 days of incurring the cost.

ii. Each software development project requires an approved schedule and budget before work begins.

iii All schedules and budgets shall be subject to IAD approval.

A. Meeting Services

The IETF conducts three, one-week meetings each year, usually in March, July and November, in locations throughout the world. Over a two year cycle the IETF intends to hold six meetings, alternating between North America, Europe and Asia. Attendance is approximately 1200 engineers, computer scientists, and academics per meeting. These meetings are in furtherance of the IETF's mission of standards development for the Internet. [See http://www.ietf.org/proceedings_directory.html.]

Meeting venues include hotels with conference space (the preference), as well as stand alone convention centers within close proximity of hotels. Meeting space requirements are typically 25,000 square feet, comprised of 8 meeting rooms holding between 75 and 300 people; one plenary room holding 900 people; a 75 seat terminal room; 10 offices; a network operations center and a registration area. The public meetings generally run from 9:00 am to 8:00 pm Monday through Thursday, and the last session on Friday typically ends by 3:30 pm. On Sundays, registration opens at noon; multiple education sessions are scheduled during 1:00 to 5:00 pm, followed by a Meet and Greet for newcomers and a Welcome Reception. Registration takes place Sunday through Thursday. A Social event usually takes place on Tuesday evening at a separate facility and involves a fee to participate. The two Plenary sessions are conducted with an attendance of about 900 people. There are also other related meetings. Staff support will be performed as necessary to ensure smooth operation of all these meetings.

The Vendor negotiates contracts with the meeting venue and one or more hotels for each meeting; sets agenda for the session throughout the week; runs the registration desk; oversees contract performance by the venues and hotels, including food and beverage and audio visual support; arranges for retreat venues; and other duties as more specifically set forth below.

1. IETF Meetings.

a. Location, Selection, and Sponsors.

i. Based on the selection of meeting locations by the IAD Vendor shall identify the available meeting venues for three (3) meetings in a calendar year for the IETF Community (“Meetings”).

ii. The location and venue selection shall be made by the IAD.

iii. The Vendor will not be responsible for finding or negotiating with Meeting Hosts or Sponsors.

b. Meeting Calendar.

i. The Vendor and IAD shall use commercially reasonable efforts to select Meeting venues no less than two (2) year in advance of such Meetings and to the extent possible three (3) years in advance.

ii. Meeting dates shall be fixed at least three (3) years in advance so as to avoid clashes with other major networking standards organizations or relevant events in accordance with the IAOC Clash Policy. The Vendor shall gather information with those other organizations, as appropriate, to avoid clashes.

c. Competitive Bids and Contracting.

i. Based on the selection of meeting locations and venues by the IAD, Vendor shall be responsible for qualifying and negotiating written bids from third party venue and hotel vendors for such Meeting venues and dates. Vendor shall use the IETF Qualifications Criteria to qualify venues and hotels.

ii. Vendor shall provide all contracts to the IAD for review and approval.

iii. All contracts with third party vendors relating to Meetings and Retreats, other than Host and Sponsor agreements, shall be executed by Vendor as an agent of ISOC, provided, however, that each such contract shall be approved in writing by IAD and recognize Vendor as an agent of ISOC, or expressly permit Vendor to assign such contract in its entirety to

ISOC.

d. Hotel Accommodations.

i. Vendor shall reserve an appropriate number of hotel rooms (approximately 3,500 nights) in as many hotels as necessary based upon the anticipated attendance for such Meetings as provided by the IAD.

ii. Vendor shall provide hotel reservation coordination services for the NomCom chair, IRTF chair, IAB members, IESG members, IAOC members, and ISOC officers.

e. Commissions.

i. Commissions have impacts on attendance, costs and meeting fees. Vendor shall obtain the consent of and any guidance from the IAD prior to negotiating contracts with commissions. Any commissions obtained shall be paid as directed by the IAD.

f. Meeting Accommodations.

i. Vendor shall make arrangements for meeting accommodations.

ii. Vendor shall coordinate with Area Directors, Working Group Chairs, Birds of a Feather (BOF) session chairs, and Research Group Chairs to provide a schedule for meeting sessions that is best able to meet their requirements.

iii. Within the Meeting venues, Vendor shall arrange for an appropriate number of conference rooms to accommodate anticipated Working Group sessions and other breakout meetings which includes at least the following:

1. At least one room, or a combination of meeting rooms, which can accommodate a majority of the anticipated Meeting attendees for the IETF Plenary sessions;

2. Office and storage space for the Vendor staff, IAOC, and other volunteers of the IETF Community to handle the administration and management of the Meetings;

3. Meeting rooms for the IAB, IESG, IAOC, ISOC Board and staff, the Host, the IETF NomCom (when needed), the IETFs various committees – including the IRTF – for breakfast meetings and such other meetings as required in accordance with the IAOC

Meeting Room Policy;

4. Conference rooms that can be used for training sessions as determined in consultation with the Edu Team and IAD;

5. A network access room (commonly referred to as the “Terminal Room”) to accommodate approximately 5% of expected attendees where participants can sit and obtain wired and wireless access, electrical power, and printing facilities;

6. An accommodation in venue contracts of wireless network access in all meeting rooms and appropriate public areas, such as meeting lounge areas;

7. A network operations center (commonly referred to as the “NOC”) and Help Desk of appropriate size and location to handle the network operations and customer support during the Meetings;

8. Audio visual equipment in each of the Meeting rooms to accommodate presentations from laptop computers via wired or wireless connections and microphones for the chairs, speakers, and at least two microphones for session attendees; and

9. Electrical services and power supplies in each of the conference rooms, which may or may not include the Plenary facilities, at the Meeting venue, adequate for a majority of participants to obtain electrical power.

iv. Vendor shall provide a mailing list for IETF meeting attendees to communicate issues/problems directly to the NOC team, during the meeting.

v. Catering for morning and afternoon breaks, and possibly light breakfast and/or lunch, as required and approved by the IAD.

vi. Arrangements for and coordination of the Welcome Reception, First Timers Meet and Greet, and other receptions as requested by the IAD.

vii. Provide for promotion of the Social on the meeting web page.

g. Registration Services.

i. Vendor shall arrange for advance and onsite registration services for each Meeting. Such registration services shall be conducted both online, at least three (3) months in advance of such meetings, as well as real-time onsite registrations during the actual Meetings.

ii. Moreover, such registration services shall include the collection of all Meeting fees on behalf of the IETF Community, with a variety of payment methods including all major credit cards. Fees shall be deposited directly into an IASA-ISOC account.

iii. Vendor shall provide electronic Letters of Invitation within one (1) business day, and hard copies, when required, within three (3) business days to participants who register and need them in order to obtain visas or other travel documents. Prepayment of registration fee shall not be required for the issuance of a Letter of Invitation when the participant has attended one meeting in the previous three (3) years.

iv. Vendor shall provide online registration services for the Social for deposit directly into the IASA-ISOC account when event registration opens or as soon thereafter as the Social details are fixed.

h. Pre-Meeting Preparation.

i. Vendor shall coordinate with the venues, local sponsors and meeting hosts (if any), and with other vendors, as well as IETF Community volunteers to deploy the network services.

ii. Vendor shall call for session agendas from Working Group chairs and BOF session chairs, and the Vendor shall provide a means for posting session agendas and presentations prior to the meetings.

iii. Vendor shall work with Area Directors, the IETF Chair, the IAB Chair, and the IRTF Chair to plan and approve the meeting schedule, including plenary sessions and any additional sessions that they approve. Information for the schedule will be gathered by the Vendor from Working Group and Research Group Chairs.

iv. Vendor shall provide name badges, printed and electronic agendas, and electronic meeting program for attendees.

v. Vendor shall provide additional services, such as printing, tickets or accepting cash, credit card or check payment for the Social on site.

vi. Vendor shall prepare a detailed timeline of various deadlines leading up to each meeting, such as start of registration, dates for submission of agenda requests, Internet-Draft submission deadlines, etc., which shall be published at least 4 months in advance and shall be strictly adhered to.

i. Sessions.

i. Vendor shall arrange for the logging of attendance at Working Group and BOF sessions ("blue sheets") and for the posting of minutes and presentations to on-line Proceedings.

ii. Vendor shall compile attendance list from "blue sheets" for archiving purposes. Such compilation shall be submitted to the IAD after each meeting.

j. Security.

i. Vendor shall make arrangements, at the expense of the Meeting Host, for onsite security for the Terminal Room during hours of operation, and the NOC during off-hours, and otherwise as may be requested by the IAD.

ii. Vendor shall review security threats and emergency plans with the Venue prior to each meeting. Any issues or concerns shall be brought to the attention of the IAD.

k. Community Meeting Feedback.

i. Vendor shall work with the IAD to formulate surveys regarding the overall satisfaction of the IETF community with the Meetings, including the performance of Vendor in the delivery of its services.

ii. Survey results shall be one criterion used to evaluate Vendor performance.

2. Retreats

a. Requirements

i. The IESG, IAB, IRSG, RSOC, and IAOC each may take one or two retreats annually.

ii. The Vendor shall, upon request by the IAD, negotiate contracts for meeting space, hotel accommodations, food and beverage, Internet access, and audio visual support as needed.

iii. Vendor shall provide hotel reservation coordination services for attendees.

iv. IAD will approve the venue prior to execution of contracts.

B. Clerical Support Services

The Vendor provides direct support for the technical standards process. This support extends to the Supported Organizations. Much of the support is aided by tools (see tools list below).

The Vendor prepares, moderates, and follows up on actions for the twice monthly IESG two and one-half hour teleconferences at which the Area Directors review protocol actions, document actions, working group actions, and management issues. In addition the Vendor handles last calls; interim approvals; the creation, re-chartering and closure of working groups; the posting of implementation reports, appeals and responses to appeals and IESG statements; the posting of Internet-Drafts, IPR Disclosures and Liaison Statements; the maintenance of the IESG web pages; the maintenance of the IESG mailing lists; the support of the Nominating Committee; the provision of information on IESG procedures and processes.

The Vendor is responsible for receiving Internet-Drafts, ensuring they conform with established requirements, posting them to the Internet-Drafts repository, notifying interested parties, and announcing them to the community. The Vendor is also responsible for maintaining the Internet-Drafts repository and ensuring that the repository is kept up-to-date.

Internet-Drafts are submitted by participants in IETF working groups and by individual submitters at any time. Internet-Drafts are normally processed automatically and immediately, but when manual processing is required, they are processed within one (1) business day of their submission.

The Vendor is responsible for publishing official IETF actions to the IETF community. Most of the official actions that the Vendor publishes on a routine basis are actions taken by the IESG. These include Protocol Actions, Document Actions, Working Group Actions, Decisions on Appeals to the IESG, and IESG Statements.

A ticket system for tracking requests for information and assistance from the IETF community shall be maintained by the Vendor. Requests for assistance with document and working group management are normally submitted by authors, working group chairs, Area Directors, and the RFC Editor. Requests for assistance may also be submitted by other members of the community. Requests for assistance with document and working group management are to be processed within two (2) business days.

The following services provided to the IESG may be extended to other members of Supported Organizations as approved by them and requested by the IAD. It is not expected that such services would represent a significant fraction of the workload and would not be extended to one additional FTE without discussion with and approval of the IAD.

1. Clerk Functions. The Vendor shall be responsible for providing the following

services:

a. Supported Organizations support services.

i The Vendor shall arrange for cost-effective Teleconference services as requested by the IAD.

ii The Vendor shall provide administrative support for (i) IETF document tracking, (ii) mailing lists, including but not limited to the IETF general discussion and announcement mailing lists and Working Group mailing lists, (iii) charters – WG and RG, (iv) handling actions for working group formation and re-chartering (v) Working Group milestone tracking, (vi) IETF websites, (vii) current working documents, and the (viii) archives of mailing lists, (ix) expired Internet-Drafts (I-Ds), and (x) any other documents belonging to the IETF standards process. Tools maintenance is covered under IT Support Services.

b. Standards Process Support. The Vendor shall support the IETF standards and document process. [See Appendix 2] This process includes the:

i Publication of I-Ds and support of the I-D repository,

ii Document tracking,

iii Ticket-system-based response (document and working group management),

iv Announcements of last calls,

v Data management, including I-D Tracker updates,

vi Handling the Intellectual Property Rights disclosures, including interaction with patent holders [RFC4879],

vii Publication of official actions, such as document approvals, and other IESG/IAB/IAOC/NomCom announcements,

viii Communication of status to relevant groups,

ix Registration and publication of liaison statements, and

x Collection and archiving of presentations, minutes and attendance lists from IETF meetings, including interim meetings of Working Groups.

c. Managing meetings. The Vendor shall perform the following services specifically for the IESG. Such service may be extended to the Supported

Organizations upon request by the IAD.

- i. Scheduling of and facilitating regular, normally bi-weekly, teleconference meetings;
- ii. Coordinating with the members of the IESG to create meeting agendas,
- iii. Create minutes following IESG Teleconferences,
- iv. Collecting, maintaining and administering the IESG process documents, including, but not limited to, “narrative” meeting minutes, statements and
- v. Creating, maintaining and administering the long-term archives of IESG meeting minutes.
- vi. Creating minutes of Plenary sessions.

d. Support of the Nominating Committee (NomCom). The Vendor shall provide support to the NomCom of the IETF for the purpose of ensuring a smooth nomination and selection process for the leadership of the IETF.

e. Archive Services. The Vendor shall use commercially reasonable efforts to collect and store historical IETF Community records for which the Vendor is given access. Commercially reasonable backup practices shall be employed to ensure the availability of the records. These records include,

- i Archives from mailing lists, including IETF mailing lists not hosted by the Vendor, where Vendor is provided access authority or where provided to Vendor in a format able to be archived by Vendor, including Working Groups (WG),
- ii Expired I-Ds,
- iii Working Group and Research Group charters and each of their versions,
- iv Administrative records,
- v Minutes,
- vi Jabber logs,
- vii Audio and video files,

viii Meeting attendance records (blue sheets),

ix Meeting proceedings,

x. Long-term archive service to provide the members of the IETF leadership the ability to submit documents for archive, all community members the ability to retrieve archived documents.

2. IAB Executive Assistant Services – See IAB Executive Assistant SOW

3. NomCom Support Services - See NomCom Executive Assistant SOW

C. IT Support Services

Vendor will provide for network presence, website support, mailing list services (including signing with DKIM), customer support services, instant messaging support, IP support (IPv4 and IPv6), subdomain support (signed with DNSSEC), Internet-Draft signing, tools maintenance and development services (currently in Python and Django). These IT services provide vital support to all of the Supported Organizations. The Vendor must deploy IETF protocols where possible, but must use open standards where no IETF alternative is available.

1. IETF Infrastructure Services. Vendor shall adhere to the IT Infrastructure Guidelines and the Customer Support Guidelines in support of these objectives. The Vendor shall provide the following technical services for the IETF Community:

a. Network Presence. The Vendor shall provide a reliable and resilient network presence for the website and the following technical services:

- (i) co-location, providing at least two (2) independent sites (separate power grids and separate geographic locations) capable of serving 10+ Mb/sec of data (i.e., located on different subnets and/or with different service providers),
- (ii) secure name service [RFC 4035 and references],
- (iii) routing,
- (iv) transit,
- (v) monitoring & security,
- (vi) provisioning core services such as rsync and FTP, and
- (vii) cooperation and coordination with mirror sites.

The Vendor is required to provide in its offer the network and infrastructure measurements and Service Level Agreements it is prepared to deliver and maintain.

b. Websites Support. The Vendor shall provide distributed Web service for the following URLs: <http://www.ietf.org/>, <http://www.iesg.org>, <http://www.iab.org/>, <http://www.irtf.org/> [and <http://www.rfc-editor.org/>], as well as related URLs, and select subdomains, such as iaoc.ietf.org, approved by the IAD. This includes:

- (i) allowing for updates by multiple authorized users,
- (ii) adequate storage area,
- (iii) the provision of monthly reports of website performance, including whether improvements were made to increase the capacity above the 10+ Mb/sec of data over Web and FTP,
- (iv) develop content as directed by IAD,
- (v) provide and maintain site-map style indexing (in addition to the search button),
- (vi) apply common look-and-feel for all pages (apart from user-supplied content), including providing templates and style sheets for page authors,
- (vii) update web pages on request and within specified time limits,

- (viii) provide feeds (ATOMPUB, RSS, etc.) as appropriate, and
- (ix) provide continual incremental improvements.

c. Mailing Lists Services. With respect to all authorized IETF mailing lists, including those administered by the Clerical Services Vendor, the Vendor shall provide the following services:

- (i) capacity of 50,000 messages/hour (recipient side),
- (ii) the ability to host 2000+ mailing lists,
- (iii) Web-based mailing list maintenance,
- (iv) commercially reasonable spam filtering measures, including, at a minimum, DKIM, and those spam filtering measures the Vendor takes to protect its own internal and external mailing lists,
- (iv) dual redundant systems except during scheduled maintenance,
- (v) collection and storage of archives for all IETF lists, including IETF mailing lists not hosted by the secretariat where Vendor has been provided access authority or that are provided to Vendor in a format for which Vendor is able to archive in accordance with Section 2(e) above, and
- (vi) spam moderation of the IETF list, and others as requested by the IAD, not to exceed 15 mail lists.

d. Customer Support Services. Vendor shall provide a trouble ticketing service that provides a ticket queue system with customizable queues. Messages sent to certain conventional addresses such as iesg-secretary@ietf.org and ietf-action@ietf.org shall automatically enter the ticket system.

e. Instant messaging service. Vendor shall maintain an instant messaging service that provides for chat sessions. In addition, such chats shall be logged and archived for future viewing. The jabber (XMPP) standard shall be used. There are currently approximately 300 chat rooms.

f. IP Support. Vendor shall provide world-class IP support – IPv4 and IPv6. All IT services should be accessible from IPv4 and IPv6, with no difference in performance, quality, delay, and support.

g. Subdomain Support. Vendor shall provide DNS delegation and DNS support (signed with DNSSEC) for IETF subdomains, e.g., tools.ietf.org, operated within the community and approved by the IAD.

h. Backups

- i. Backups shall follow best commercial practices to provide a robust backup capability.

j. Internet-Draft Signing. Drafts shall be digitally signed shortly after their posting as specified in RFC 5485.

k. Tools.

All Tools shall be open sourced and with a license as directed by the IAD.

- i. Vendor shall, at no additional charge, maintain, correct and update the current suite of “tools” utilized in connection with IETF "secretariat" functions, a list of which is below. Vendor’s obligation to so update such tools shall be limited to any correction of any bugs or performance issues that arise during the term of the Agreement, as well as minor extensions and enhancements (i.e. fewer than 8 programmer hours for each minor extension or enhancement) requested by the IAD,
- ii. Periodic reporting of Tools development shall be provided to the IAD, as requested.
- iii. Future tools shall be separately contracted and may be put out for separate bid.

The timeline for implementing additional IETF requests will depend on available staff time and resources. That said, if there is a project that the IETF deems extremely important and urgent, Vendor may choose to bid it as a separate project so that we can expedite the delivery of the new feature.

1. IETF Community Participation

- i. The IETF has a Tools Team which participates in the tools development and maintenance process for community tools and their interfaces, for example, in specifications development, tools design and development, tools testing, and project management.
- ii. Vendor will be expected to cooperate and coordinate activities in these areas with the Tools Team.

D. RFC Publisher services