

July 1, 2016

IETF Trust
1775 Wiehle Ave, Suite 201
Reston, VA 20190

Re: Contribution

Dear Trustees of the IETF Trust,


I am writing to confirm the agreement between the Internet Society ("ISOC") and the IETF Trust (the "Trust") with respect to funding of the Trust.

In recognition of the important function that the Trust performs for the Internet community, and the substantial alignment between the goals of our two organizations, I am pleased to confirm ISOC's agreement to contribute \$60,000 to the Trust to be used to fund the operation of the Trust from January 1 to December 31, 2016. In consideration of this agreement, I understand that the Trust will undertake commercially reasonable efforts to seek additional funding from other members of the Internet community but may also apply for additional 2016 funding from ISOC.


Please execute this letter agreement in the space indicated below to document your agreement with the terms described above.

Very truly yours,

Internet Society


Kathryn Brown
President

Accepted and agreed:

By: 
Tobias Gondrom

Title: Chair, IETF Trust

Date: June 27th, 2016

ADMINISTRATIVE SERVICES AGREEMENT

This Administrative Services Agreement (“Agreement”) is made effective as of July 1, 2016 (“Effective Date”) by and between the Internet Society, a District of Columbia nonprofit corporation, with its principal office located at Reston, Virginia (“ISOC”) and the IETF Trust, a Virginia common law trust formed pursuant to that certain Trust Agreement dated as of December 15, 2005 (the “Trust”).

WHEREAS, ISOC strives to make the world a better place by promoting the open development, evolution, and use of the Internet for the benefit of all people throughout the world; and

WHEREAS, ISOC is the home of the Internet Engineering Task Force (“IETF”); and

WHEREAS, The Internet Engineering Task Force (“IETF”) seeks to make the Internet work better by producing high quality, relevant technical documents that influence the way people design, use, and manage the Internet; and

WHEREAS, The Trust was created by ISOC and the Corporation for National Research Initiatives, as settlors, and the IETF and the Initial Trustees through the Trust Agreement dated as of December 15, 2005; and

WHEREAS, The Trust was formed for the purpose of acquiring, holding, maintaining, and licensing certain existing and future intellectual property and other property used in connection with the Internet standards process and its administration, for the advancement of the science and technology associated with the Internet and related technology; and

WHEREAS, The Trust is an independent legal entity without any employees or staff; and

WHEREAS, The Trust seeks to procure certain administrative and management services from ISOC, and ISOC is willing to provide such services to the Trust on an arm’s length basis, as described in greater detail below.

NOW THEREFORE, it is hereby agreed as follows:

1. DEFINITIONS

- 1.1. “Confidential Information” means all information of either party, including without limitation, information relating to the research, development, business plans, marketing, operations, finances, personal data of any such party, which is disclosed directly or indirectly to the other party hereunder whether in writing (physically or electronically) or orally and which is designated as proprietary or confidential or which, under the circumstances, should reasonably be considered confidential.

1.2. "Services" mean the services set out in Schedule A.

2. SERVICES AND FEES

2.1. From and after the Effective Date, ISOC shall provide the Services set out on Schedule A to the Trust in a professional and workmanlike manner.

2.2. Commencing with the first and all subsequent renewal terms, as full consideration for the performance of the Services by ISOC, the Trust shall reimburse ISOC for the costs of providing the Services, as jointly determined by ISOC and the Trust according to the procedure outlined in Schedule A.

2.3. ISOC will invoice Trust for such Services on a periodic basis as jointly determined by the parties, and at termination or expiration of this Administrative Services Agreement.

2.4. The Trust will pay such fees and expenses within thirty (30) days of receipt of an invoice.

3. CONFIDENTIAL INFORMATION

3.1. Each party acknowledges that it will receive Confidential Information from the other party under this Agreement. Each party shall keep in confidence and trust all such Confidential Information and will make no use of any Confidential Information except as is necessary for the performance of its obligations or exercise of its rights under this Agreement. Each party shall disclose the other party's Confidential Information only to its trustees, officers, employees, contractors, consultants with a need to know and who have entered into confidentiality agreements sufficient to prohibit further unauthorized use or disclosure by such persons of the Confidential Information. Each party shall use the same measures to protect the other party's Confidential Information as it uses to protect its own most sensitive information, but this shall be no less than the use of reasonable care.

3.2. Information shall not be deemed Confidential Information and neither party shall have any obligation concerning the use or disclosure of any information, which: (a) is or becomes publicly known through no fault of the receiving party; (b) is or becomes known to the receiving party from a third party source other than the disclosing party without duties of confidentiality attached and without breach of any agreement between the disclosing party and such third party; (c) is furnished to others by the disclosing party without restriction on disclosure; or (d) was independently developed by the receiving party without the benefit of the Confidential Information. Nothing in this Agreement shall prevent either party

from disclosing Confidential Information to the extent it is legally compelled to do so by any governmental investigative or judicial agency pursuant to proceedings over which such agency has jurisdiction; provided, however, that prior to any such disclosure, that party shall (i) assert the confidential nature of the Confidential Information to the agency; (ii) immediately notify the other party in writing of the agency's order or request to disclose; and (iii) cooperate fully with the other party in protecting against any such disclosure and/or obtaining a protective order narrowing the scope of the compelled disclosure and protecting its confidentiality.

4. TERM AND TERMINATION

- 4.1. The initial term of this Agreement shall be a period six months from the Effective Date unless otherwise terminated. This Agreement will be renewed automatically for successive one (1) year periods unless otherwise terminated.
- 4.2. Either party may terminate this Agreement for default by the other party in the performance of any substantial or material obligation or a continuing material breach of this Agreement where such default or breach remains uncorrected for a period of thirty (30) days after written notice thereof to the defaulting party. The foregoing right of termination shall be cumulative with any other right or remedy of a party for default or breach by that other party
- 4.3. Either party may terminate this Agreement for any other reason upon ninety (90) days written notice to the other party.
- 4.4. Upon the expiration or termination of this Agreement for any reason each party will promptly return all copies of the other party's Confidential Information in its possession, power custody or control.
- 4.5. Fees and expenses will be paid up to the expiration or termination date.

5. COVENANT

- 5.1. ISOC covenants and agrees that it will perform the Services in a professional, workmanlike manner, with the degree of skill and care that is required by prevailing, good and sound professional procedures and standards relevant to the Services being performed.

6. LIMITATION OF LIABILITY

- 6.1. In no event, whether based in contract, tort or howsoever arising, shall either party be liable for incidental, indirect, special or consequential damages of any kind or for loss of profits or revenue or loss of business arising out of or in connection with, this Agreement, whether or not the other party was advised of the possibility of such damage.

6.2. Nothing herein shall have the effect of limiting or excluding either party's liability for death or personal injury caused by negligence or willful misconduct.

7. GENERAL

- 7.1. The Trust and ISOC are and at all times shall be and remain, independent contractors as to each other, and at no time shall either be deemed to be the agent of the other, and no joint venture, partnership, agency or other relationship shall be created hereby. Neither party shall have the ability to enter into obligations on the part of the other. Except as is expressly set forth herein, each party shall bear full and sole responsibility for its own expenses, liabilities, costs of operation and the like.
- 7.2. If any term, provision, covenant or condition of this Agreement is held invalid or unenforceable for any reason, the parties agree that such invalidity shall not affect the validity of the remaining provisions of this Agreement and further agree to substitute for such invalid or unenforceable provision a valid and enforceable provision of similar intent and economic effect.
- 7.3. Neither party may assign any of its rights or obligations under this Agreement without the other party's prior written consent. Any attempted assignment or subcontract without such consent shall be null and void.
- 7.4. The failure of a party at any time to require performance by the other party of any provision hereof shall not affect in any way the full right to require such performance at any time thereafter. Nor shall the waiver by a party of a breach of any provision hereof be taken or held to be a waiver of the provision itself.
- 7.5. All notices required hereunder shall be in writing and shall be considered given when sent: (a) by electronic mail; (b) by personal same day delivery; or (c) by commercial overnight carrier with written verification of receipt, to the other party at the email or physical address designated below or any other address advised in writing by the other party:

To ISOC: Kathryn C. Brown, President and CEO
c/o Internet Society
1775 Wiehle Avenue, Suite 201
Reston, Virginia 20190
brown@ISOC.org



To the Trust: IETF Trust
1775 Wiehle Ave, Suite 201
Reston, VA 20190
trustees@ietf.org

7.6. This Agreement shall be construed in accordance with, and all disputes hereunder shall be governed by, the laws of the Commonwealth of Virginia.

7.7. This Agreement is the complete, final and exclusive statement of the terms of the agreement between the parties and supersedes any and all other prior and contemporaneous negotiations and agreements, whether oral or written, between them relating to the subject matter hereof. This Agreement may not be varied, modified, altered, or amended except in writing signed by the parties.

7.8. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives as of the date first written above.

INTERNET SOCIETY	IETF TRUST
By: 	By: 
Name: Kathryn C. Brown	Name: Tobias Gondrom
Title: President and CEO, Internet Society	Title: Chair, IETF Trust

SCHEDULE A

SERVICES

Set out below is a list of Services to be provided by ISOC to the Trust under this Agreement:

- Finance and accounting services;
 - Banking and cash management
 - Financial statements and budget support
- Administrative support for Trust meetings, including production of meeting minutes;
- Other administrative services, as agreed upon.

The procedure by which the cost of these Services will be determined is:

1. Annually, ISOC and the Trust will determine the Services to be provided in the following fiscal year.
2. ISOC will provide supporting documentation for its monthly cost of providing the Services in the following year. Such supporting documentation is due to the Trust in September of each year.
3. The Trust may accept or seek other means of securing of the Services.
4. If accepted by the Trust, these costs will be expressed as a fixed monthly fee charged by ISOC.
5. Should the scope of the Services change during the year, ISOC may propose an amendment to the monthly fee, with ninety (90) days' notice. The Trust may accept or seek other means of securing the additional Services.
6. Direct expenses of the Trust, as approved by the Trust, may be paid by ISOC and reimbursed by the Trust with adequate supporting documentation.