

**Application for Recognition of Exemption  
 Under Section 501(c)(3) of the Internal Revenue Code**

▶ (Use with the June 2006 revision of the Instructions for Form 1023 and the current Notice 1382)

Use the instructions to complete this application and for a definition of all **bold** items. For additional help, call IRS Exempt Organizations Customer Account Services toll-free at 1-877-829-5500. Visit our website at [www.irs.gov](http://www.irs.gov) for forms and publications. If the required information and documents are not submitted with payment of the appropriate user fee, the application may be returned to you.

Attach additional sheets to this application if you need more space to answer fully. Put your name and EIN on each sheet and identify each answer by Part and line number. Complete Parts I - XI of Form 1023 and submit only those Schedules (A through H) that apply to you.

**Part I Identification of Applicant**

<b>1</b> Full name of organization (exactly as it appears in your organizing document)		<b>2</b> c/o Name (if applicable)	
<b>3</b> Mailing address (Number and street) (see instructions)		Room/Suite	<b>4</b> Employer Identification Number (EIN)
c/o Internet Society, 1775 Wiehle Ave		Suite 201	26-6028540
City or town, state or country, and ZIP + 4		<b>5</b> Month the annual accounting period ends (01 - 12)	
Reston, VA 20190		12	
<b>6</b> Primary contact (officer, director, trustee, or authorized representative)		<b>b</b> Phone: (202) 739-5825	
a Name: Kimberly Fney (Authorized Representative)		<b>c</b> Fax: (optional) (202) 739-3001	
<b>7</b> Are you represented by an authorized representative, such as an attorney or accountant? If "Yes," provide the authorized representative's name, and the name and address of the authorized representative's firm. Include a completed Form 2848, <i>Power of Attorney and Declaration of Representative</i> , with your application if you would like us to communicate with your representative.		<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
<b>8</b> Was a person who is not one of your officers, directors, trustees, employees, or an authorized representative listed in line 7, paid, or promised payment, to help plan, manage, or advise you about the structure or activities of your organization, or about your financial or tax matters? If "Yes," provide the person's name, the name and address of the person's firm, the amounts paid or promised to be paid, and describe that person's role.		<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
<b>9a</b> Organization's website: <a href="https://trustee.ietf.org">https://trustee.ietf.org</a>			
<b>b</b> Organization's email: (optional) N/A			
<b>10</b> Certain organizations are not required to file an information return (Form 990 or Form 990-EZ). If you are granted tax-exemption, are you claiming to be excused from filing Form 990 or Form 990-EZ? If "Yes," explain. See the instructions for a description of organizations not required to file Form 990 or Form 990-EZ.		<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
<b>11</b> Date incorporated if a corporation, or formed, if other than a corporation. (MM/DD/YYYY)		12/15/2005	
<b>12</b> Were you formed under the laws of a foreign country? If "Yes," state the country.		<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	

**Part II Organizational Structure**

You must be a corporation (including a limited liability company), an unincorporated association, or a trust to be tax exempt. (See instructions.) **DO NOT file this form unless you can check "Yes" on lines 1, 2, 3, or 4.**

- 1 Are you a **corporation**? If "Yes," attach a copy of your articles of incorporation showing certification of filing with the appropriate state agency. Include copies of any amendments to your articles and be sure they also show state filing certification.  Yes  No
- 2 Are you a **limited liability company (LLC)**? If "Yes," attach a copy of your articles of organization showing certification of filing with the appropriate state agency. Also, if you adopted an operating agreement, attach a copy. Include copies of any amendments to your articles and be sure they show state filing certification. Refer to the instructions for circumstances when an LLC should not file its own exemption application.  Yes  No
- 3 Are you an **unincorporated association**? If "Yes," attach a copy of your articles of association, constitution, or other similar organizing document that is dated and includes at least two signatures. Include signed and dated copies of any amendments.  Yes  No
- 4a Are you a **trust**? If "Yes," attach a signed and dated copy of your trust agreement. Include signed and dated copies of any amendments.  Yes  No
- b Have you been funded? If "No," explain how you are formed without anything of value placed in trust.  Yes  No
- 5 Have you adopted **bylaws**? If "Yes," attach a current copy showing date of adoption. If "No," explain how your officers, directors, or trustees are selected.  Yes  No  
See Attachment A

**Part III Required Provisions in Your Organizing Document**

The following questions are designed to ensure that when you file this application, your organizing document contains the required provisions to meet the organizational test under section 501(c)(3). Unless you can check the boxes in both lines 1 and 2, your organizing document does not meet the organizational test. **DO NOT file this application until you have amended your organizing document.** Submit your original and amended organizing documents (showing state filing certification if you are a corporation or an LLC) with your application.

- 1 Section 501(c)(3) requires that your organizing document state your exempt purpose(s), such as charitable, religious, educational, and/or scientific purposes. Check the box to confirm that your organizing document meets this requirement. Describe specifically where your organizing document meets this requirement, such as a reference to a particular article or section in your organizing document. Refer to the instructions for exempt purpose language.   
Location of Purpose Clause (Page, Article, and Paragraph): Page 1, Article II, Section 2.1, Par. 1
- 2a Section 501(c)(3) requires that upon dissolution of your organization, your remaining assets must be used exclusively for exempt purposes, such as charitable, religious, educational, and/or scientific purposes. Check the box on line 2a to confirm that your organizing document meets this requirement by express provision for the distribution of assets upon dissolution. If you rely on state law for your dissolution provision, do not check the box on line 2a and go to line 2c.
- b If you checked the box on line 2a, specify the location of your dissolution clause (Page, Article, and Paragraph) Do not complete line 2c if you checked box 2a. Page 7, Article VIII, Section 8.2, Par. 1
- c See the instructions for information about the operation of state law in your particular state. Check this box if you rely on operation of state law for your dissolution provision and indicate the state:

**Part IV Narrative Description of Your Activities** See Attachment B

Using an attachment, describe your *past, present, and planned* activities in a narrative. If you believe that you have already provided some of this information in response to other parts of this application, you may summarize that information here and refer to the specific parts of the application for supporting details. You may also attach representative copies of newsletters, brochures, or similar documents for supporting details to this narrative. Remember that if this application is approved, it will be open for public inspection. Therefore, your narrative description of activities should be thorough and accurate. Refer to the instructions for information that must be included in your description.

**Part V Compensation and Other Financial Arrangements With Your Officers, Directors, Trustees, Employees, and Independent Contractors**

- 1a List the names, titles, and mailing addresses of all of your officers, directors, and trustees. For each person listed, state their total annual compensation, or proposed compensation, for all services to the organization, whether as an officer, employee, or other position. Use actual figures, if available. Enter "none" if no compensation is or will be paid. If additional space is needed, attach a separate sheet. Refer to the instructions for information on what to include as compensation.

Name	Title	Mailing address	Compensation amount (annual actual or estimated)
See Attachment C			

**Part V Compensation and Other Financial Arrangements With Your Officers, Directors, Trustees, Employees, and Independent Contractors (Continued)**

**b** List the names, titles, and mailing addresses of each of your five highest compensated employees who receive or will receive compensation of more than \$50,000 per year. Use the actual figure, if available. Refer to the instructions for information on what to include as compensation. Do not include officers, directors, or trustees listed in line 1a.

Name	Title	Mailing address	Compensation amount (annual actual or estimated)
None			

**c** List the names, names of businesses, and mailing addresses of your five highest compensated independent contractors that receive or will receive compensation of more than \$50,000 per year. Use the actual figure, if available. Refer to the instructions for information on what to include as compensation.

Name	Title	Mailing address	Compensation amount (annual actual or estimated)
None			

The following "Yes" or "No" questions relate to *past, present, or planned* relationships, transactions, or agreements with your officers, directors, trustees, highest compensated employees, and highest compensated independent contractors listed in lines 1a, 1b, and 1c.

- 2a Are any of your officers, directors, or trustees related to each other through family or business relationships? If "Yes," identify the individuals and explain the relationship.  Yes  No See Attachment C
- b Do you have a business relationship with any of your officers, directors, or trustees other than through their position as an officer, director, or trustee? If "Yes," identify the individuals and describe the business relationship with each of your officers, directors, or trustees.  Yes  No
- c Are any of your officers, directors, or trustees related to your highest compensated employees or highest compensated independent contractors listed on lines 1b or 1c through family or business relationships? If "Yes," identify the individuals and explain the relationship.  Yes  No
- 3a For each of your officers, directors, trustees, highest compensated employees, and highest compensated independent contractors listed on lines 1a, 1b, or 1c, attach a list showing their name, qualifications, average hours worked, and duties. See Attachment C
- b Do any of your officers, directors, trustees, highest compensated employees, and highest compensated independent contractors listed on lines 1a, 1b, or 1c receive compensation from any other organizations, whether tax exempt or taxable, that are related to you through common control? If "Yes," identify the individuals, explain the relationship between you and the other organization, and describe the compensation arrangement.  Yes  No
- 4 In establishing the compensation for your officers, directors, trustees, highest compensated employees, and highest compensated independent contractors listed on lines 1a, 1b, and 1c, the following practices are recommended, although they are not required to obtain exemption. Answer "Yes" to all the practices you use.
  - a Do you or will the individuals that approve compensation arrangements follow a conflict of interest policy?  Yes  No
  - b Do you or will you approve compensation arrangements in advance of paying compensation?  Yes  No
  - c Do you or will you document in writing the date and terms of approved compensation arrangements?  Yes  No

**Part V Compensation and Other Financial Arrangements With Your Officers, Directors, Trustees, Employees, and Independent Contractors (Continued)**

- d Do you or will you record in writing the decision made by each individual who decided or voted on compensation arrangements?  Yes  No
- e Do you or will you approve compensation arrangements based on information about compensation paid by similarly situated taxable or tax-exempt organizations for similar services, current compensation surveys compiled by independent firms, or actual written offers from similarly situated organizations? Refer to the instructions for Part V, lines 1a, 1b, and 1c, for information on what to include as compensation.  Yes  No
- f Do you or will you record in writing both the information on which you relied to base your decision and its source?  Yes  No
- g If you answered "No" to any item on lines 4a through 4f, describe how you set compensation that is reasonable for your officers, directors, trustees, highest compensated employees, and highest compensated independent contractors listed in Part V, lines 1a, 1b, and 1c.
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- 5a Have you adopted a conflict of interest policy consistent with the sample conflict of interest policy in Appendix A to the instructions? If "Yes," provide a copy of the policy and explain how the policy has been adopted, such as by resolution of your governing board. If "No," answer lines 5b and 5c.  Yes  No  
See Attachment D
- b What procedures will you follow to assure that persons who have a conflict of interest will not have influence over you for setting their own compensation?
- c What procedures will you follow to assure that persons who have a conflict of interest will not have influence over you regarding business deals with themselves?  
**Note.** A conflict of interest policy is recommended though it is not required to obtain exemption. Hospitals, see Schedule C, Section I, line 14.
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- 6a Do you or will you compensate any of your officers, directors, trustees, highest compensated employees, and highest compensated independent contractors listed in lines 1a, 1b, or 1c through non-fixed payments, such as discretionary bonuses or revenue-based payments? If "Yes," describe all non-fixed compensation arrangements, including how the amounts are determined, who is eligible for such arrangements, whether you place a limitation on total compensation, and how you determine or will determine that you pay no more than reasonable compensation for services. Refer to the instructions for Part V, lines 1a, 1b, and 1c, for information on what to include as compensation.  Yes  No
- b Do you or will you compensate any of your employees, other than your officers, directors, trustees, or your five highest compensated employees who receive or will receive compensation of more than \$50,000 per year, through non-fixed payments, such as discretionary bonuses or revenue-based payments? If "Yes," describe all non-fixed compensation arrangements, including how the amounts are or will be determined, who is or will be eligible for such arrangements, whether you place or will place a limitation on total compensation, and how you determine or will determine that you pay no more than reasonable compensation for services. Refer to the instructions for Part V, lines 1a, 1b, and 1c, for information on what to include as compensation.  Yes  No
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- 7a Do you or will you purchase any goods, services, or assets from any of your officers, directors, trustees, highest compensated employees, or highest compensated independent contractors listed in lines 1a, 1b, or 1c? If "Yes," describe any such purchase that you made or intend to make, from whom you make or will make such purchases, how the terms are or will be negotiated at arm's length, and explain how you determine or will determine that you pay no more than fair market value. Attach copies of any written contracts or other agreements relating to such purchases.  Yes  No
- b Do you or will you sell any goods, services, or assets to any of your officers, directors, trustees, highest compensated employees, or highest compensated independent contractors listed in lines 1a, 1b, or 1c? If "Yes," describe any such sales that you made or intend to make, to whom you make or will make such sales, how the terms are or will be negotiated at arm's length, and explain how you determine or will determine you are or will be paid at least fair market value. Attach copies of any written contracts or other agreements relating to such sales.  Yes  No
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- 8a Do you or will you have any leases, contracts, loans, or other agreements with your officers, directors, trustees, highest compensated employees, or highest compensated independent contractors listed in lines 1a, 1b, or 1c? If "Yes," provide the information requested in lines 8b through 8f.  Yes  No
- b Describe any written or oral arrangements that you made or intend to make.
- c Identify with whom you have or will have such arrangements.
- d Explain how the terms are or will be negotiated at arm's length.
- e Explain how you determine you pay no more than fair market value or you are paid at least fair market value.
- f Attach copies of any signed leases, contracts, loans, or other agreements relating to such arrangements.
- 
- 9a Do you or will you have any leases, contracts, loans, or other agreements with any organization in which any of your officers, directors, or trustees are also officers, directors, or trustees, or in which any individual officer, director, or trustee owns more than a 35% interest? If "Yes," provide the information requested in lines 9b through 9f.  Yes  No  
See Attachment E

**Part V Compensation and Other Financial Arrangements With Your Officers, Directors, Trustees, Employees, and Independent Contractors (Continued)**

- b Describe any written or oral arrangements you made or intend to make.
- c Identify with whom you have or will have such arrangements.
- d Explain how the terms are or will be negotiated at arm's length.
- e Explain how you determine or will determine you pay no more than fair market value or that you are paid at least fair market value.
- f Attach a copy of any signed leases, contracts, loans, or other agreements relating to such arrangements.

**Part VI Your Members and Other Individuals and Organizations That Receive Benefits From You**

The following "Yes" or "No" questions relate to goods, services, and funds you provide to individuals and organizations as part of your activities. Your answers should pertain to *past, present, and planned* activities. (See instructions.)

- 1a In carrying out your exempt purposes, do you provide goods, services, or funds to individuals? If "Yes," describe each program that provides goods, services, or funds to individuals.  Yes  No
- b In carrying out your exempt purposes, do you provide goods, services, or funds to organizations? If "Yes," describe each program that provides goods, services, or funds to organizations.  Yes  No  
See Attachment B
- 2 Do any of your programs limit the provision of goods, services, or funds to a specific individual or group of specific individuals? For example, answer "Yes," if goods, services, or funds are provided only for a particular individual, your members, individuals who work for a particular employer, or graduates of a particular school. If "Yes," explain the limitation and how recipients are selected for each program.  Yes  No
- 3 Do any individuals who receive goods, services, or funds through your programs have a family or business relationship with any officer, director, trustee, or with any of your highest compensated employees or highest compensated independent contractors listed in Part V, lines 1a, 1b, and 1c? If "Yes," explain how these related individuals are eligible for goods, services, or funds.  Yes  No

**Part VII Your History**

The following "Yes" or "No" questions relate to your history. (See instructions.)

- 1 Are you a successor to another organization? Answer "Yes," if you have taken or will take over the activities of another organization; you took over 25% or more of the fair market value of the net assets of another organization; or you were established upon the conversion of an organization from for-profit to non-profit status. If "Yes," complete Schedule G.  Yes  No
- 2 Are you submitting this application more than 27 months after the end of the month in which you were legally formed? If "Yes," complete Schedule E.  Yes  No

**Part VIII Your Specific Activities**

The following "Yes" or "No" questions relate to specific activities that you may conduct. Check the appropriate box. Your answers should pertain to *past, present, and planned* activities. (See instructions.)

- 1 Do you support or oppose candidates in political campaigns in any way? If "Yes," explain.  Yes  No
- 2a Do you attempt to influence legislation? If "Yes," explain how you attempt to influence legislation and complete line 2b. If "No," go to line 3a.  Yes  No
- b Have you made or are you making an election to have your legislative activities measured by expenditures by filing Form 5768? If "Yes," attach a copy of the Form 5768 that was already filed or attach a completed Form 5768 that you are filing with this application. If "No," describe whether your attempts to influence legislation are a substantial part of your activities. Include the time and money spent on your attempts to influence legislation as compared to your total activities.  Yes  No
- 3a Do you or will you operate bingo or gaming activities? If "Yes," describe who conducts them, and list all revenue received or expected to be received and expenses paid or expected to be paid in operating these activities. Revenue and expenses should be provided for the time periods specified in Part IX, Financial Data.  Yes  No
- b Do you or will you enter into contracts or other agreements with individuals or organizations to conduct bingo or gaming for you? If "Yes," describe any written or oral arrangements that you made or intend to make, identify with whom you have or will have such arrangements, explain how the terms are or will be negotiated at arm's length, and explain how you determine or will determine you pay no more than fair market value or you will be paid at least fair market value. Attach copies of any written contracts or other agreements relating to such arrangements.  Yes  No
- c List the states and local jurisdictions, including Indian Reservations, in which you conduct or will conduct gaming or bingo. N/A

**Part VIII Your Specific Activities (Continued)**

- 4a** Do you or will you undertake fundraising? If "Yes," check all the fundraising programs you do or will conduct. (See instructions.)  **Yes**  **No**
- mail solicitations
  - phone solicitations
  - email solicitations
  - accept donations on your website
  - personal solicitations
  - receive donations from another organization's website
  - vehicle, boat, plane, or similar donations
  - government grant solicitations
  - foundation grant solicitations
  - Other

Attach a description of each fundraising program. See Attachment F

- b** Do you or will you have written or oral contracts with any individuals or organizations to raise funds for you? If "Yes," describe these activities. Include all revenue and expenses from these activities and state who conducts them. Revenue and expenses should be provided for the time periods specified in Part IX, Financial Data. Also, attach a copy of any contracts or agreements.  **Yes**  **No**  
See Attachment F
- c** Do you or will you engage in fundraising activities for other organizations? If "Yes," describe these arrangements. Include a description of the organizations for which you raise funds and attach copies of all contracts or agreements.  **Yes**  **No**
- d** List all states and local jurisdictions in which you conduct fundraising. For each state or local jurisdiction listed, specify whether you fundraise for your own organization, you fundraise for another organization, or another organization fundraises for you. See Attachment F
- e** Do you or will you maintain separate accounts for any contributor under which the contributor has the right to advise on the use or distribution of funds? Answer "Yes" if the donor may provide advice on the types of investments, distributions from the types of investments, or the distribution from the donor's contribution account. If "Yes," describe this program, including the type of advice that may be provided and submit copies of any written materials provided to donors.  **Yes**  **No**

**5** Are you affiliated with a governmental unit? If "Yes," explain.  **Yes**  **No**

**6a** Do you or will you engage in economic development? If "Yes," describe your program.  **Yes**  **No**

**b** Describe in full who benefits from your economic development activities and how the activities promote exempt purposes. N/A

**7a** Do or will persons other than your employees or volunteers develop your facilities? If "Yes," describe each facility, the role of the developer, and any business or family relationship(s) between the developer and your officers, directors, or trustees.  **Yes**  **No**

**b** Do or will persons other than your employees or volunteers manage your activities or facilities? If "Yes," describe each activity and facility, the role of the manager, and any business or family relationship(s) between the manager and your officers, directors, or trustees.  **Yes**  **No**

**c** If there is a business or family relationship between any manager or developer and your officers, directors, or trustees, identify the individuals, explain the relationship, describe how contracts are negotiated at arm's length so that you pay no more than fair market value, and submit a copy of any contracts or other agreements. N/A

**8** Do you or will you enter into joint ventures, including partnerships or limited liability companies treated as partnerships, in which you share profits and losses with partners other than section 501(c)(3) organizations? If "Yes," describe the activities of these joint ventures in which you participate.  **Yes**  **No**

**9a** Are you applying for exemption as a childcare organization under section 501(k)? If "Yes," answer lines 9b through 9d. If "No," go to line 10.  **Yes**  **No**

**b** Do you provide child care so that parents or caretakers of children you care for can be gainfully employed (see instructions)? If "No," explain how you qualify as a childcare organization described in section 501(k).  **Yes**  **No**

**c** Of the children for whom you provide child care, are 85% or more of them cared for by you to enable their parents or caretakers to be gainfully employed (see instructions)? If "No," explain how you qualify as a childcare organization described in section 501(k).  **Yes**  **No**

**d** Are your services available to the general public? If "No," describe the specific group of people for whom your activities are available. Also, see the instructions and explain how you qualify as a childcare organization described in section 501(k).  **Yes**  **No**

**10** Do you or will you publish, own, or have rights in music, literature, tapes, artworks, choreography, scientific discoveries, or other intellectual property? If "Yes," explain. Describe who owns or will own any copyrights, patents, or trademarks, whether fees are or will be charged, how the fees are determined, and how any items are or will be produced, distributed, and marketed.  **Yes**  **No**  
See Attachment B

**Part VIII Your Specific Activities (Continued)**

- 11** Do you or will you accept contributions of: real property; conservation easements; closely held securities; intellectual property such as patents, trademarks, and copyrights; works of music or art; licenses; royalties; automobiles, boats, planes, or other vehicles; or collectibles of any type? If "Yes," describe each type of contribution, any conditions imposed by the donor on the contribution, and any agreements with the donor regarding the contribution.  **Yes**  **No**  
See Attachment B
- 
- 12a** Do you or will you operate in a foreign country or countries? If "Yes," answer lines 12b through 12d. If "No," go to line 13a.  **Yes**  **No**  
See Attachment B
- b** Name the foreign countries and regions within the countries in which you operate.
- c** Describe your operations in each country and region in which you operate.
- d** Describe how your operations in each country and region further your exempt purposes.
- 
- 13a** Do you or will you make grants, loans, or other distributions to organization(s)? If "Yes," answer lines 13b through 13g. If "No," go to line 14a.  **Yes**  **No**
- b** Describe how your grants, loans, or other distributions to organizations further your exempt purposes.
- c** Do you have written contracts with each of these organizations? If "Yes," attach a copy of each contract.  **Yes**  **No**
- d** Identify each recipient organization and any relationship between you and the recipient organization.
- e** Describe the records you keep with respect to the grants, loans, or other distributions you make.
- f** Describe your selection process, including whether you do any of the following:
- (i)** Do you require an application form? If "Yes," attach a copy of the form.  **Yes**  **No**
- (ii)** Do you require a grant proposal? If "Yes," describe whether the grant proposal specifies your responsibilities and those of the grantee, obligates the grantee to use the grant funds only for the purposes for which the grant was made, provides for periodic written reports concerning the use of grant funds, requires a final written report and an accounting of how grant funds were used, and acknowledges your authority to withhold and/or recover grant funds in case such funds are, or appear to be, misused.  **Yes**  **No**
- g** Describe your procedures for oversight of distributions that assure you the resources are used to further your exempt purposes, including whether you require periodic and final reports on the use of resources.
- 
- 14a** Do you or will you make grants, loans, or other distributions to foreign organizations? If "Yes," answer lines 14b through 14f. If "No," go to line 15.  **Yes**  **No**
- b** Provide the name of each foreign organization, the country and regions within a country in which each foreign organization operates, and describe any relationship you have with each foreign organization.
- c** Does any foreign organization listed in line 14b accept contributions earmarked for a specific country or specific organization? If "Yes," list all earmarked organizations or countries.  **Yes**  **No**
- d** Do your contributors know that you have ultimate authority to use contributions made to you at your discretion for purposes consistent with your exempt purposes? If "Yes," describe how you relay this information to contributors.  **Yes**  **No**
- e** Do you or will you make pre-grant inquiries about the recipient organization? If "Yes," describe these inquiries, including whether you inquire about the recipient's financial status, its tax-exempt status under the Internal Revenue Code, its ability to accomplish the purpose for which the resources are provided, and other relevant information.  **Yes**  **No**
- f** Do you or will you use any additional procedures to ensure that your distributions to foreign organizations are used in furtherance of your exempt purposes? If "Yes," describe these procedures, including site visits by your employees or compliance checks by impartial experts, to verify that grant funds are being used appropriately.  **Yes**  **No**

**Part VIII Your Specific Activities (Continued)**

- |    |   |                  |   |  |
|----|---|------------------|---|--|
| 15 | Do you have a <b>close connection</b> with any organizations? If "Yes," explain.  | See Attachment E | <input checked="" type="checkbox"/> Yes | <input type="checkbox"/> No            |
| 16 | Are you applying for exemption as a <b>cooperative hospital service organization</b> under section 501(e)? If "Yes," explain.   |                  | <input type="checkbox"/> Yes            | <input checked="" type="checkbox"/> No |
| 17 | Are you applying for exemption as a <b>cooperative service organization of operating educational organizations</b> under section 501(f)? If "Yes," explain.   |                  | <input type="checkbox"/> Yes            | <input checked="" type="checkbox"/> No |
| 18 | Are you applying for exemption as a <b>charitable risk pool</b> under section 501(n)? If "Yes," explain.  |                  | <input type="checkbox"/> Yes            | <input checked="" type="checkbox"/> No |
| 19 | Do you or will you operate a <b>school</b> ? If "Yes," complete Schedule B. Answer "Yes," whether you operate a school as your main function or as a secondary activity.  |                  | <input type="checkbox"/> Yes            | <input checked="" type="checkbox"/> No |
| 20 | Is your main function to provide <b>hospital or medical care</b> ? If "Yes," complete Schedule C.   |                  | <input type="checkbox"/> Yes            | <input checked="" type="checkbox"/> No |
| 21 | Do you or will you provide <b>low-income housing</b> or housing for the <b>elderly or handicapped</b> ? If "Yes," complete Schedule F.  |                  | <input type="checkbox"/> Yes            | <input checked="" type="checkbox"/> No |
| 22 | Do you or will you provide <b>scholarships, fellowships, educational loans, or other educational grants</b> to individuals, including grants for travel, study, or other similar purposes? If "Yes," complete Schedule H. |                  | <input type="checkbox"/> Yes            | <input checked="" type="checkbox"/> No |
- Note.** Private foundations may use Schedule H to request advance approval of individual grant procedures.



**Part IX Financial Data**

For purposes of this schedule, years in existence refer to completed tax years. If in existence 4 or more years, complete the schedule for the most recent 4 tax years. If in existence more than 1 year but less than 4 years, complete the statements for each year in existence and provide projections of your likely revenues and expenses based on a reasonable and good faith estimate of your future finances for a total of 3 years of financial information. If in existence less than 1 year, provide projections of your likely revenues and expenses for the current year and the 2 following years, based on a reasonable and good faith estimate of your future finances for a total of 3 years of financial information. (See instructions.)

**A. Statement of Revenues and Expenses See Attachment G**

	Type of revenue or expense	Current tax year	3 prior tax years or 2 succeeding tax years			(e) Provide Total for (a) through (d)
		(a) From 07/01/16 To 12/31/16	(b) From 01/01/17 To 12/31/17	(c) From 01/01/18 To 12/31/18	(d) From 01/01/19 To 12/31/19	
Revenues	1 Gifts, grants, and contributions received (do not include unusual grants)	30,000	65,000	70,000	75,000	240,000
	2 Membership fees received					0
	3 Gross investment income					0
	4 Net unrelated business income					0
	5 Taxes levied for your benefit					0
	6 Value of services or facilities furnished by a governmental unit without charge (not including the value of services generally furnished to the public without charge)					0
	7 Any revenue not otherwise listed above or in lines 9-12 below (attach an itemized list)					0
	8 Total of lines 1 through 7	30,000	65,000	70,000	75,000	240,000
	9 Gross receipts from admissions, merchandise sold or services performed, or furnishing of facilities in any activity that is related to your exempt purposes (attach itemized list)					0
	10 Total of lines 8 and 9	30,000	65,000	70,000	75,000	240,000
11 Net gain or loss on sale of capital assets (attach schedule and see instructions)					0	
12 Unusual grants					0	
13 Total Revenue Add lines 10 through 12	30,000	65,000	70,000	75,000	240,000	
Expenses	14 Fundraising expenses					
	15 Contributions, gifts, grants, and similar amounts paid out (attach an itemized list)					
	16 Disbursements to or for the benefit of members (attach an itemized list)					
	17 Compensation of officers, directors, and trustees					
	18 Other salaries and wages					
	19 Interest expense					
	20 Occupancy (rent, utilities, etc.)					
	21 Depreciation and depletion					
	22 Professional fees					
	23 Any expense not otherwise classified, such as program services (attach itemized list)	26,538	58,755	51,463	52,201	
	24 Total Expenses Add lines 14 through 23	26,538	58,755	51,463	52,201	

Part IX Financial Data (Continued)

B. Balance Sheet (for your most recently completed tax year)

Year End: 2015

Table with columns for line number, description, and amount. Rows include Assets (Cash, Accounts receivable, Inventories, Bonds and notes receivable, Corporate stocks, Loans receivable, Other investments, Depreciable and depletable assets, Land, Other assets, Total Assets) and Liabilities (Accounts payable, Contributions, gifts, grants, etc. payable, Mortgages and notes payable, Other liabilities, Total Liabilities). Total fund balances or net assets is 0.

Part X Public Charity Status

Part X is designed to classify you as an organization that is either a private foundation or a public charity. Public charity status is a more favorable tax status than private foundation status. If you are a private foundation, Part X is designed to further determine whether you are a private operating foundation. (See instructions.)

- 1a Are you a private foundation? If "Yes," go to line 1b. If "No," go to line 5 and proceed as instructed. If you are unsure, see the instructions.
b As a private foundation, section 508(e) requires special provisions in your organizing document in addition to those that apply to all organizations described in section 501(c)(3). Check the box to confirm that your organizing document meets this requirement, whether by express provision or by reliance on operation of state law. Attach a statement that describes specifically where your organizing document meets this requirement, such as a reference to a particular article or section in your organizing document or by operation of state law. See the instructions, including Appendix B, for information about the special provisions that need to be contained in your organizing document. Go to line 2.
2 Are you a private operating foundation? To be a private operating foundation you must engage directly in the active conduct of charitable, religious, educational, and similar activities, as opposed to indirectly carrying out these activities by providing grants to individuals or other organizations. If "Yes," go to line 3. If "No," go to the signature section of Part XI.
3 Have you existed for one or more years? If "Yes," attach financial information showing that you are a private operating foundation; go to the signature section of Part XI. If "No," continue to line 4.
4 Have you attached either (1) an affidavit or opinion of counsel, (including a written affidavit or opinion from a certified public accountant or accounting firm with expertise regarding this tax law matter), that sets forth facts concerning your operations and support to demonstrate that you are likely to satisfy the requirements to be classified as a private operating foundation; or (2) a statement describing your proposed operations as a private operating foundation?
5 If you answered "No" to line 1a, indicate the type of public charity status you are requesting by checking one of the choices below. You may check only one box.
The organization is not a private foundation because it is:
a 509(a)(1) and 170(b)(1)(A)(i)—a church or a convention or association of churches. Complete and attach Schedule A.
b 509(a)(1) and 170(b)(1)(A)(ii)—a school. Complete and attach Schedule B.
c 509(a)(1) and 170(b)(1)(A)(iii)—a hospital, a cooperative hospital service organization, or a medical research organization operated in conjunction with a hospital. Complete and attach Schedule C.
d 509(a)(3)—an organization supporting either one or more organizations described in line 5a through c, f, g, or h or a publicly supported section 501(c)(4), (5), or (6) organization. Complete and attach Schedule D.

**Part X Public Charity Status (Continued)**

- e 509(a)(4)—an organization organized and operated exclusively for testing for public safety.
- f 509(a)(1) and 170(b)(1)(A)(iv)—an organization operated for the benefit of a college or university that is owned or operated by a governmental unit.
- g 509(a)(1) and 170(b)(1)(A)(vi)—an organization that receives a substantial part of its financial support in the form of contributions from publicly supported organizations, from a governmental unit, or from the general public.
- h 509(a)(2)—an organization that normally receives not more than one-third of its financial support from gross investment income and receives more than one-third of its financial support from contributions, membership fees, and gross receipts from activities related to its exempt functions (subject to certain exceptions).
- i A publicly supported organization, but unsure if it is described in 5g or 5h. The organization would like the IRS to decide the correct status.

- 6 If you checked box g, h, or i in question 5 above, you must request either an advance or a definitive ruling by selecting one of the boxes below. Refer to the instructions to determine which type of ruling you are eligible to receive.
- a **Request for Advance Ruling:** By checking this box and signing the consent, pursuant to section 6501(c)(4) of the Code you request an advance ruling and agree to extend the statute of limitations on the assessment of excise tax under section 4940 of the Code. The tax will apply only if you do not establish public support status at the end of the 5-year advance ruling period. The assessment period will be extended for the 5 advance ruling years to 8 years, 4 months, and 15 days beyond the end of the first year. You have the right to refuse or limit the extension to a mutually agreed-upon period of time or issue(s). Publication 1035, *Extending the Tax Assessment Period*, provides a more detailed explanation of your rights and the consequences of the choices you make. You may obtain Publication 1035 free of charge from the IRS web site at [www.irs.gov](http://www.irs.gov) or by calling toll-free 1-800-829-3676. Signing this consent will not deprive you of any appeal rights to which you would otherwise be entitled. If you decide not to extend the statute of limitations, you are not eligible for an advance ruling.

**Consent Fixing Period of Limitations Upon Assessment of Tax Under Section 4940 of the Internal Revenue Code**

For Organization

\_\_\_\_\_  
 (Signature of Officer, Director, Trustee, or other authorized official) (Type or print name of signer) (Date)

\_\_\_\_\_  
 (Type or print title or authority of signer)

For IRS Use Only

\_\_\_\_\_  
 IRS Director, Exempt Organizations (Date)

- b **Request for Definitive Ruling:** Check this box if you have completed one tax year of at least 8 full months and you are requesting a definitive ruling. To confirm your public support status, answer line 6b(i) if you checked box g in line 5 above. Answer line 6b(ii) if you checked box h in line 5 above. If you checked box i in line 5 above, answer both lines 6b(i) and (ii).
- (i) (a) Enter 2% of line 8, column (e) on Part IX-A, Statement of Revenues and Expenses. \_\_\_\_\_
- (b) Attach a list showing the name and amount contributed by each person, company, or organization whose gifts totaled more than the 2% amount. If the answer is "None," check this box.
- (ii) (a) For each year amounts are included on lines 1, 2, and 9 of Part IX-A, Statement of Revenues and Expenses, attach a list showing the name of and amount received from each disqualified person. If the answer is "None," check this box.
- (b) For each year amounts are included on line 9 of Part IX-A, Statement of Revenues and Expenses, attach a list showing the name of and amount received from each payer, other than a disqualified person, whose payments were more than the larger of (1) 1% of line 10, Part IX-A, Statement of Revenues and Expenses, or (2) \$5,000. If the answer is "None," check this box.

- 7 Did you receive any unusual grants during any of the years shown on Part IX-A, Statement of Revenues and Expenses? If "Yes," attach a list including the name of the contributor, the date and amount of the grant, a brief description of the grant, and explain why it is unusual.  Yes  No

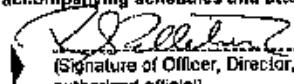
**Part XI User Fee Information**

You must include a user fee payment with this application. It will not be processed without your paid user fee. If your average annual gross receipts have exceeded or will exceed \$10,000 annually over a 4-year period, you must submit payment of \$850. If your gross receipts have not exceeded or will not exceed \$10,000 annually over a 4-year period, the required user fee payment is \$400. See instructions for Part XI, for a definition of gross receipts over a 4-year period. Your check or money order must be made payable to the United States Treasury. User fees are subject to change. Check our website at www.irs.gov and type "User Fee" in the keyword box, or call Customer Account Services at 1-877-829-5500 for current information.

- 1 Have your annual gross receipts averaged or are they expected to average not more than \$10,000?  Yes  No  
If "Yes," check the box on line 2 and enclose a user fee payment of \$400 (Subject to change—see above).  
If "No," check the box on line 3 and enclose a user fee payment of \$850 (Subject to change—see above).
- 2 Check the box if you have enclosed the reduced user fee payment of \$400 (Subject to change).
- 3 Check the box if you have enclosed the user fee payment of \$850 (Subject to change).

I declare under the penalties of perjury that I am authorized to sign this application on behalf of the above organization and that I have examined this application, including the accompanying schedules and attachments, and to the best of my knowledge it is true, correct, and complete.

Please Sign Here

  
(Signature of Officer, Director, Trustee, or other authorized official)

Ray Pelletier  
(Type or print name of signer)  
Trustee  
(Type or print title or authority of signer)

2 June 2016  
(Date)

**Schedule E. Organizations Not Filing Form 1023 Within 27 Months of Formation**

Schedule E is intended to determine whether you are eligible for tax exemption under section 501(c)(3) from the postmark date of your application or from your date of incorporation or formation, whichever is earlier. If you are not eligible for tax exemption under section 501(c)(3) from your date of incorporation or formation, Schedule E is also intended to determine whether you are eligible for tax exemption under section 501(c)(4) for the period between your date of incorporation or formation and the postmark date of your application.

- 1 Are you a church, association of churches, or integrated auxiliary of a church? If "Yes," complete Schedule A and stop here. Do not complete the remainder of Schedule E.  Yes  No
- 2a Are you a public charity with annual gross receipts that are normally \$5,000 or less? If "Yes," stop here. Answer "No" if you are a private foundation, regardless of your gross receipts.  Yes  No
- b If your gross receipts were normally more than \$5,000, are you filing this application within 90 days from the end of the tax year in which your gross receipts were normally more than \$5,000? If "Yes," stop here.  Yes  No
- 3a Were you included as a subordinate in a group exemption application or letter? If "No," go to line 4.  Yes  No
- b If you were included as a subordinate in a group exemption letter, are you filing this application within 27 months from the date you were notified by the organization holding the group exemption letter or the Internal Revenue Service that you cease to be covered by the group exemption letter? If "Yes," stop here.  Yes  No
- c If you were included as a subordinate in a timely filed group exemption request that was denied, are you filing this application within 27 months from the postmark date of the Internal Revenue Service final adverse ruling letter? If "Yes," stop here.  Yes  No
- 4 Were you created on or before October 9, 1969? If "Yes," stop here. Do not complete the remainder of this schedule.  Yes  No
- 5 If you answered "No" to lines 1 through 4, we cannot recognize you as tax exempt from your date of formation unless you qualify for an extension of time to apply for exemption. Do you wish to request an extension of time to apply to be recognized as exempt from the date you were formed? If "Yes," attach a statement explaining why you did not file this application within the 27-month period. Do not answer lines 6, 7, or 8. If "No," go to line 6a.  Yes  No
- 6a If you answered "No" to line 5, you can only be exempt under section 501(c)(3) from the postmark date of this application. Therefore, do you want us to treat this application as a request for tax exemption from the postmark date? If "Yes," you are eligible for an advance ruling. Complete Part X, line 6a. If "No," you will be treated as a private foundation.  Yes  No
- Note.** Be sure your ruling eligibility agrees with your answer to Part X, line 6.
- b Do you anticipate significant changes in your sources of support in the future? If "Yes," complete line 7 below.  Yes  No

**Schedule E. Organizations Not Filing Form 1023 Within 27 Months of Formation (Continued)**

7 Complete this item only if you answered "Yes" to line 6b. Include projected revenue for the first two full years following the current tax year.

Type of Revenue	Projected revenue for 2 years following current tax year		
	(a) From _____ To _____	(b) From _____ To _____	(c) Total
1 Gifts, grants, and contributions received (do not include unusual grants)			
2 Membership fees received			
3 Gross investment income			
4 Net unrelated business income			
5 Taxes levied for your benefit			
6 Value of services or facilities furnished by a governmental unit without charge (not including the value of services generally furnished to the public without charge)			
7 Any revenue not otherwise listed above or in lines 9-12 below (attach an itemized list)			
8 Total of lines 1 through 7			
9 Gross receipts from admissions, merchandise sold, or services performed, or furnishing of facilities in any activity that is related to your exempt purposes (attach itemized list)			
10 Total of lines 8 and 9			
11 Net gain or loss on sale of capital assets (attach an itemized list)			
12 Unusual grants			
13 Total revenue. Add lines 10 through 12			

8 According to your answers, you are only eligible for tax exemption under section 501(c)(3) from the postmark date of your application. However, you may be eligible for tax exemption under section 501(c)(4) from your date of formation to the postmark date of the Form 1023. Tax exemption under section 501(c)(4) allows exemption from federal income tax, but generally not deductibility of contributions under Code section 170. Check the box at right if you want us to treat this as a request for exemption under 501(c)(4) from your date of formation to the postmark date. ▶

Attach a completed Page 1 of Form 1024, Application for Recognition of Exemption Under Section 501(a), to this application.

## TRUST AGREEMENT

THIS TRUST AGREEMENT (the "Agreement") is made as of the 15th day of December, 2005, by CORPORATION FOR NATIONAL RESEARCH INITIATIVES, a District of Columbia non-profit corporation ("CNRI"), INTERNET SOCIETY, a District of Columbia non-profit corporation ("ISOC"), as Settlers, the INTERNET ENGINEERING TASK FORCE ("IETF"), and the INITIAL TRUSTEES as defined herein.

### ARTICLE I. IDENTIFICATION OF TRUST

1.1 Name. The trust created by this Agreement shall be known as the "IETF Trust."

### ARTICLE II. PURPOSE OF TRUST

2.1 Purpose. The purposes for which the Trust is organized and operated are to engage exclusively in such charitable, educational, and scientific activities as may qualify it for exemption from federal income tax under Section 501(c)(3) of the Code (as defined below). Such purposes include, but are not limited to, the advancement of education and public interest by 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.

### ARTICLE III. DEFINITIONS

3.1 Definitions. As used in this Agreement, the following terms shall have the indicated meanings:

"Beneficiary" has the meaning described in Article IV.

"Code" means the United States Internal Revenue Code of 1986, as amended, and any applicable regulations thereunder.

"Effective Date" shall mean the date first stated above.

"Eligible Person" means, subject to Section 6.1, a then-current member of the IAOC, duly appointed and in good standing in accordance with the procedures of the IAOC established pursuant to IETF document BCP 101, RFC 4071 (April 2005), and any duly approved successor documents, updates or amendments thereto, including the RFC issued to update BCP-101 to reflect the establishment of this Trust.

"IAOC" means the IETF Administrative Oversight Committee, as constituted in accordance with IETF document BCP 101, RFC 4071 (April 2005), and any duly approved successor documents, updates or amendments thereto, including the RFC issued to update BCP-101 to reflect the establishment of this Trust.

"IESG" means the Internet Engineering Steering Group as constituted in accordance with RFC 2026 and any duly approved successor documents thereto.

"IETF" means the Internet Engineering Task Force, which is dedicated to the development and publication of Internet standards, specifications and related documents on a charitable, non-profit basis.

"IPR" means the property and rights as described and/or listed on Schedule A attached hereto, including intellectual property, domain names and other property listed thereon.

"Initial Trustees" means the duly appointed members of the IAOC as of the Effective Date who are listed on Schedule B attached hereto and who have executed this Agreement below.

"Person" means an individual, corporation, partnership, limited liability company, association, trust or other entity or organization or governmental authority.

"Purpose" means the purpose for which the Trust is formed as described in Article II.

"Settlor" means either of CNRI or ISOC, and "Settlers" means both CNRI and ISOC.

"Trust" means the Trust formed hereby under the laws of the Commonwealth of Virginia.

"Trust Assets" means the IPR and, subject to the provisions of Article V, any additional property and rights that may be contributed or assigned to the Trust or otherwise become a part of the Trust, including without limitation any property, rights or derivative works created using any of the foregoing or other Trust Assets which are assigned to the Trust in accordance with the terms hereof.

"Trustee" or "Trustees" means, subject to the provisions of Article VI below, the Initial Trustees, and any individual that becomes a successor Trustee hereunder. The use of the singular "Trustee" herein may refer to one or more Trustees.

#### **ARTICLE IV. BENEFICIARY**

The Beneficiary of the Trust shall be the IETF as a whole and not any individuals who may participate in IETF activities or either of the Settlers. In the event that the IETF ceases to, or plans to cease to, develop technical standards for the Internet, then upon and only upon the express written consent of the IESG, or the IESG's successor as the leadership of the IETF, the IETF's successor with respect to the development of technical standards for the Internet shall become the successor Beneficiary under this Trust; provided that neither of the Settlers nor any affiliate of either Settlor shall become such successor organization or successor Beneficiary, and provided, further, that if either the IESG or its successor does not consent to the IETF's successor becoming the beneficiary hereunder, or if neither the IESG nor its successor are then existing, the successor Beneficiary shall be jointly designated by the Settlers.



## ARTICLE V. TRUST ASSETS

5.1 Contribution of IPR. Settlers hereby transfer to the Trust on the Effective Date, except as otherwise provided in Schedule A, without representation or warranty on an "AS IS", quitclaim basis, all of their right, title and interest, if any, in and to their respective IPR. For the avoidance of doubt, Settlers acknowledge that the IPR that each shall so contribute to the Trust may include IPR developed by or on behalf of IETF. On and/or after the Effective Date, as the case may be, the Trust shall have the full ownership and enjoyment of the IPR. Settlers shall promptly thereafter make the necessary arrangements to record the transfers of their respective rights and interests in the IPR, as reasonably required by the Trustees. The IETF hereby releases, remises, transfers, and quitclaims to the Trust all of its right, title, and interest, if any, in and to the IPR.

5.2 Contribution or License of Other Property. The Trustees will encourage others who may hold rights and interests in intellectual property, domain names or other property relevant to the IETF to similarly transfer all of their respective right, title and interest therein to the Trust, including by licensing to the Trust (preferably on a perpetual, irrevocable, worldwide, royalty-free basis), with the right to sublicense, rights to practice their inventions and patents, which the Trust may use and license to third parties in accordance with Section 9.5 of this Agreement; provided, however, that no contribution, transfer, or license of such rights or interests shall be deemed accepted as part of the Trust Assets unless the Trustees have affirmatively, in writing, accepted the applicable right or interest.

5.3 Bank Account; Additional Contributions. The Trustees shall, promptly after the execution of this Agreement, establish and maintain a bank account in the name of the Trust and may receive funds for the Trust, as appropriate, to be held in such bank account. Any Person may contribute additional funds as well as property to the Trust; provided, however, that acceptance of any contributions to the Trust shall be subject to the approval of the Trustees. Any solicitation of funds shall be done in accordance with applicable legal requirements, including requirements related to registration or fundraising (to the extent applicable).

## ARTICLE VI. TRUSTEES

### 6.1 Trustees; Successor Trustees.

(a) The Trustees shall consist of Eligible Persons who have agreed in writing to become, and to fulfill the duties of, Trustees hereunder. No Person who is not an Eligible Person shall be permitted to become a Trustee hereunder. Individuals shall be eligible to be Trustees only for so long as they are Eligible Persons. In the event from time to time individuals who are not currently Eligible Persons become Eligible Persons, such individuals shall become Trustees hereunder upon agreeing in writing to become, and to fulfill the duties of, Trustees hereunder. By executing this Agreement, the individuals listed on the signature page hereto under the heading "Initial Trustees" are agreeing to become, and to fulfill the duties of, Trustees hereunder, and no further writing or instrument shall be necessary in order for such individuals to become Initial Trustees hereunder.

(b) In the event that a Trustee ceases to be an Eligible Person, such Trustee shall automatically be removed as a Trustee hereunder and shall, upon the request of the remaining Trustees, confirm such removal in writing. No vote or action taken by any Trustee (other than their resignation as a Trustee) following his or her ceasing to be an Eligible Person shall be effective or valid for any purpose whatsoever, and such individual shall not be included in the number of Trustees for purposes of determining quorum or the number of Trustees necessary to approve or authorize an action in accordance with Section 7.1.

(c) Notwithstanding the foregoing, if for any reason there are fewer than three individuals serving as Trustees, then the IESG, or the IESG's successor as the leadership of the IETF, shall appoint one or more individuals to serve in a temporary capacity as Trustee(s) until succeeded by Eligible Persons, so that there are at least three Trustees at all times.

(d) Any successor Trustee shall succeed to all of the powers, authorities, rights, discretions, immunities, estates, titles, duties and obligations of a Trustee hereunder, without the necessity of any conveyance or the taking of any action whatsoever.

6.2 Qualification. No Person shall be required to be a resident of the Commonwealth of Virginia in order to be a Trustee. To the maximum extent permitted by law, no Trustee, whether or not a resident of the Commonwealth of Virginia or otherwise, shall be required to:

a. take actions or meet requirements to qualify as a Trustee other than as required by Section 6.1(a);

b. in the case of a Person that is not a resident of the Commonwealth of Virginia, file any submission to jurisdiction or appoint any agent for service of process in the Commonwealth of Virginia;

c. furnish any bond or surety; or

d. issue or make accounts with respect to the Trust or the property contained therein or for their actions as a Trustee, to a Commissioner of Accounts or any other Person, either upon becoming a Trustee or from time to time thereafter.

Notwithstanding the foregoing, to the extent that applicable law requires any Trustee to undertake any of the actions described in items (a) to (d) above, such Trustee hereby agrees (1) to submit to jurisdiction in the Commonwealth of Virginia (in the case of item (b)), (2) to undertake such action and (3) to file with the appropriate Person any documents, instruments, agreements or certificates required in connection therewith.

## **ARTICLE VII. POWERS, RIGHTS AND OBLIGATIONS OF TRUSTEES**

### 7.1 Powers and Obligations of Trustees.

(a) Except as limited by this Agreement, the Trustees shall have all powers granted by law and shall be responsible for and may take such actions as are required to assure the effective day-to-day operation of the Trust. However, except as otherwise expressly permitted

hereunder, the Trustees shall not, and shall not have the right or power to, (i) exchange, distribute, assign, sell, transfer, renounce, or convey the Trust Assets, (ii) terminate the Trust Assets' registration, or (iii) enter into a license for, grant an option on, or encumber the Trust Assets in a manner that is not in compliance with the provisions of Section 9.5.

(b) As promptly as reasonably practical following the Effective Date, the Trustees shall publish, or have published, procedures for administration of the Trust, reimbursement by Trustees of their fees and expenses from the Trust, management of the Trust Assets, conflicts of interest and standards of conduct. Thereafter, the Trustees may amend such procedures from time to time.

(c) The Trustees shall use reasonable efforts to secure contributions or commitments from third parties to contribute or make available sufficient funds to or on behalf of the Trust to administer the Trust and to maintain the Trust Assets at least until July 1, 2010, including but not limited to the payment of filing and maintenance fees for the Trust Assets as deemed reasonable and appropriate.

(d) It is the express intent of the Settlers that this Trust not become (and any court not order that this Trust be) invalid or terminated or the Trust Assets be released from trust, except as expressly permitted by Section 10.1.

(e) The Trustees shall report annually to the IETF community concerning the activities of the Trust, including grants or licenses given by the Trust, demonstrating that the Trust is being operated in furtherance of the Purpose.

7.2 Decision-making. A quorum for a meeting of the Trustees shall be a majority of the Trustees then in office. Except as otherwise provided in this Agreement all decisions of the Trustees must be approved by majority vote of the Trustees then in office. No Trustee shall have the power to act or bind the Trust unless specifically so authorized in accordance with the immediately preceding sentence.

7.3 Delegation. The Trustees shall have the authority to delegate certain duties and responsibilities of administering the Trust to other individuals or entities who shall remain under the supervision, direction and control of the Trustees. The Trust shall have the authority to contract with third parties to carry out any actions necessary to acquire, hold, maintain and license Trust Assets subject to the limitations of this Agreement. No such delegation or third party shall permit any other Person to take any action that would not be permitted to be taken by a Trustee or the Trustees hereunder.

7.4 No Prudent Investor Standard. The Trustees shall not be required to follow the "prudent investor" or any similar rule, and in particular, the "prudent investor" or any similar rule shall not constitute, or be deemed to constitute, a basis for the exchange, distribution, assignment, sale, transfer, conveyance, grant of an option on, or encumbrance on the Trust Assets. In addition, the Trustees shall not be under any obligation to diversify the Trust Assets.

7.5 No Liability for Acts of Predecessor Trustee. No Trustee shall be responsible or liable for the acts or omissions of any predecessor Trustee, or of a custodian, agent, depository or counsel selected with reasonable care.

7.6 Fees and Expenses of Trustees. The Trustees are collectively authorized to reimburse themselves from the Trust for reasonable expenses incurred in the administration of the Trust, upon promulgation of, and in accordance with, the procedures therefore referred to above in Section 7.1(b). Unless otherwise expressly provided herein, no Trustee shall be entitled to compensation for his or her services as Trustee hereunder.

7.7 Limitation on Trustee Liability. No Trustee shall be liable to the Trust or any other person for monetary or other damages for breach of fiduciary duty as a Trustee to the maximum extent permitted by Virginia law; provided, however, that this provision shall not limit the liability of a Trustee (a) for any breach of the Trustee's duty of loyalty to the Trust or (b) as otherwise required by Virginia law. If Virginia law be hereafter amended to authorize the further elimination or limitation of liability of Trustees, then the liability of the Trustees shall be limited to the fullest extent permitted by Virginia law, as so amended, and such elimination or limitation of liability shall be in addition to, and not in lieu of, the limitation on liability provided in the previous sentence. Any repeal or amendment of this section shall be of prospective effect only and shall not adversely affect any limitation on the liability of the Trustee existing at the time of such repeal or amendment.

#### **ARTICLE VIII. TERM OF TRUST**

8.1 Term. The Trust shall be for an indefinite term; provided, however, that, if this Agreement would be unenforceable in the event that it were to continue in perpetuity or otherwise violate the Rule against Perpetuities, then the term of this Agreement shall be limited to the maximum period permitted by law. Notwithstanding the foregoing, on or after July 1, 2010, the Trustees, acting by at least a two-thirds majority vote, may elect to terminate the Trust.

8.2 Distributions Upon Dissolution. Upon the termination or dissolution of the Trust for any reason, the Trust Assets shall be distributed to an organization to be used in furtherance of the Purpose, after the payment or making provisions for the payment of all of the liabilities of the Trust; provided that neither of the Settlers nor any affiliate of either Settlor shall so receive any Trust Assets. Any such Trust Assets not so disposed of shall be disposed of by a court of competent jurisdiction of the county in which the principal office of the Trust is then located, exclusively for such Purpose.

#### **ARTICLE IX. ADMINISTRATION OF TRUST**

9.1 Income. After payment of all expenses of administering the Trust and maintaining the Trust Assets, any part or all of the net income of the Trust may, in the absolute discretion of the Trustees, be retained or paid to or applied for the benefit of the Beneficiary to be used in furtherance of the Purpose, at such intervals and in such amounts as the Trustees

from time to time deem requisite or desirable and/or to comply with any applicable legal requirements. Any net income not paid or applied shall be added to and become a part of the principal of the Trust.

9.2 Principal. After payment of all expenses of administering the Trust and maintaining the Trust Assets, in the absolute discretion of the Trustees, the principal shall be retained or used in furtherance of the Purpose, at such intervals and in such amounts, as the Trustees from time to time deem requisite or desirable and/or to comply with any applicable legal requirements (it being understood and agreed that this section shall not override, and shall be subject to, the provisions of Sections 7.1 and 7.3).

9.3 Expenses. The Trustees shall pay from amounts contributed by third parties or from the Trust Assets the expenses of administering the Trust, which may include, but shall not be limited to, the reasonable costs of administering the Trust, including legal and accounting fees, as appropriate, the payment of filing fees and maintenance fees for the Trust Assets, and the reasonable costs incurred in administering the Trust. In no event may the Trustees liquidate or distribute IPR in order to pay such expenses, to pay any tax or to acquire or maintain any exemption from federal income tax under Section 501(c)(3) of the Code or to comply with the minimum distribution requirements of Section 4942 of the Code.

9.4 Maintenance of the Trust Assets. The Trustees shall take reasonable steps to maintain the value, validity and enforceability of the Trust Assets that are subject to registration, including by filing affidavits of continued use and applying for all renewals to the extent permitted by applicable law. The Trustees shall have the right to prepare, file and prosecute registration applications in the Trust's name, as the Trustees deem necessary in order to maintain and protect the Trust Assets.

9.5 Licenses. The Trust (acting through the Trustees) shall have the right to grant licenses for the use of the Trust Assets on such terms, subject to Section 7.1, as the Trustees deem appropriate; provided, however, that the Trust shall not grant any license that would be deemed a transfer of ownership or abandonment of any Trust Assets under applicable law. Specifically, any license granted by the Trust for the use of the Trust Assets consisting of IPR other than rights in IETF standards-related documents (such as RFCs, Internet Drafts and the like) that have been acquired by the Trust through non-exclusive licenses granted by their contributors pursuant to the IETF community-approved procedures currently set forth in RFC 3978, and any community-approved updates and revisions thereto, shall include provisions stating that (a) the licensee agrees to grant and assign to the Trust all right, title, and interest it may have or claim in any derivative works of licensee that are based on or incorporate the IPR, and (b) the licensee's use of the IPR and any goodwill associated therewith shall inure to the benefit of the Trust.

9.6 Enforcement. The Trustees shall have the right to take, and to determine whether or not to take, any action(s) with respect to any unauthorized use, infringement or dilution of property included in the Trust Assets.

9.7 Use of Trust Assets. The Trust Assets shall be used solely in furtherance of the Purpose. The Trust Assets shall not inure or be payable to or for the benefit of any private

individual, except that, subject to Sections 7.1, 7.3, and 9.3, the Trust shall be authorized and empowered to pay reasonable compensation for services rendered and to make payments in furtherance of the Purpose and as permitted by Section 7.6 hereof. The Trust Assets shall not be used for the carrying on of propaganda, or otherwise attempting to influence legislation. No part of the activities of the Trust shall be the participation in, or intervention in (including the publishing or distributing of statements) any political campaign on behalf of (or in opposition to) any candidate for public office. Any other provision of this Agreement to the contrary notwithstanding, the Trust shall not carry on any activities not permitted to be carried on by an organization exempt from Federal Income Tax under Section 501(a) and Section 501(c)(3) of the Code.

## ARTICLE X. MISCELLANEOUS PROVISIONS

10.1 Amendments. Prior to July 1, 2010, this Agreement may be amended only by unanimous written consent of both of the Settlers and two-thirds of the Trustees. After July 1, 2010, the Trustees may unilaterally amend the provisions of this Agreement without the written consent of the Settlers, except that no amendment shall be made with respect to the requirement that the Trust be used in furtherance of the Purpose or subject to the provisions of Sections 2.1 and 9.7.

10.2 Severability. If any term or other provision of this Agreement is invalid, illegal or incapable of being enforced by any rule of law or public policy, all other conditions and provisions of this Agreement shall nevertheless remain in full force and effect so long as the economic or legal substance of the activities contemplated hereby is not affected in a manner materially adverse to the Trust. Upon such determination that any term or other provision is invalid, illegal or incapable of being enforced, the Settlers (if prior to July 1, 2010) and the Trustees shall modify this Agreement so as to effect the Purpose as closely as possible in an acceptable manner to the end that the Purpose is fulfilled to the fullest extent possible.

10.3 Successors and Assigns; Third Party Beneficiaries. Except as expressly provided herein, neither this Agreement nor any rights or obligations hereunder may be assigned, delegated or otherwise transferred. Any attempted assignment, delegation or transfer that does not comply with the provisions of this section shall be null and void. Nothing in this Agreement, express or implied, is intended to or shall confer upon any third party any rights, benefits or remedies of any nature whatsoever under or by reason of this Agreement unless expressly provided herein.

10.4 Entire Agreement. This Agreement constitutes the entire agreement of the parties hereto with respect to the subject matter hereof and supersedes all prior agreements and understandings, both oral and written, between the parties with respect to the subject matter of this Agreement.

10.5 Governing Law. This Agreement and the Trust created hereby shall be governed in accordance with the law of the Commonwealth of Virginia, without giving effect to the conflict of laws principles thereof. The original place of administration of the Trust shall be

Virginia, but the place of administration of the Trust may be transferred after July 1, 2010, or from time to time thereafter, to such place or places as the Trustees deem appropriate.

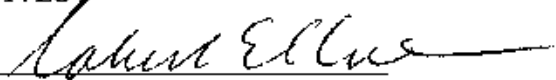
10.6 Counterparts. This Agreement may be executed in counterparts, each of which, including those with fax signatures, shall be deemed an original and all of which counterparts taken together shall constitute one and the same instrument.

[Signatures follow on Next Page]

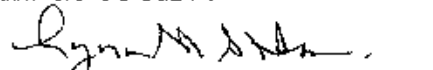
IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their authorized representatives as of the date first above written.

SETTLORS:

CORPORATION FOR NATIONAL RESEARCH INITIATIVES

By:   
Robert E. Kahn  
President & CEO

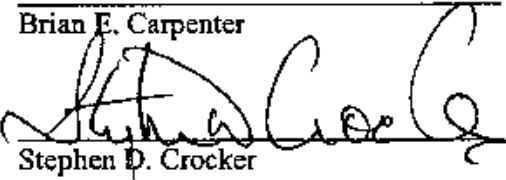
INTERNET SOCIETY

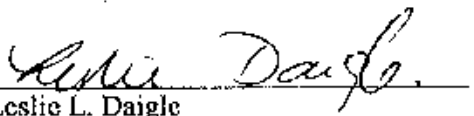
By:   
Lynn M. St. Amour  
President & CEO


INTERNET ENGINEERING TASK FORCE

By: \_\_\_\_\_  
Brian E. Carpenter  
Chair

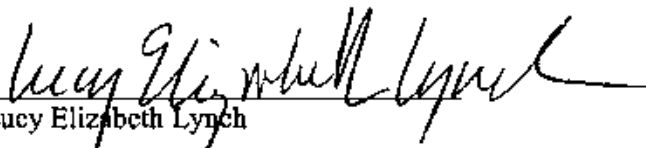
INITIAL TRUSTEES:

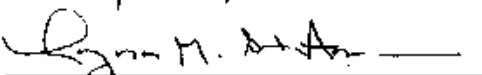
Brian E. Carpenter  
  
Stephen D. Crocker

  
Leslie L. Daigle


  
Edmund B. Juskevicus

  
Kurt Erik Lindqvist

  
Lucy Elizabeth Lynch

  
Lynn M. St. Amour

  
Raymond G. Pelletier, Jr.

  
Jonne Adam Soininen



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

**SETTLORS:**

**CORPORATION FOR NATIONAL RESEARCH INITIATIVES**

By: \_\_\_\_\_  
Robert E. Kahn  
President & CEO

**INTERNET SOCIETY**

By: \_\_\_\_\_  
Lynn M. StAmour  
President & CEO

**INTERNET ENGINEERING TASK FORCE**

By: Brian E. Carpenter  
Brian E. Carpenter  
Chair

**INITIAL TRUSTEES:**

Brian E. Carpenter  
Brian E. Carpenter

\_\_\_\_\_  
Lucy Elizabeth Lynch

\_\_\_\_\_  
Stephen D. Crocker

\_\_\_\_\_  
Lynn M. StAmour

\_\_\_\_\_  
Leslie L. Daigle

\_\_\_\_\_  
Raymond G. Pelletier, Jr.

\_\_\_\_\_  
Edmund B. Juskevicius

\_\_\_\_\_  
Jonne Adam Soiminen

\_\_\_\_\_  
Kurt Erik Lindqvist

## **SCHEDULE A – CONTRIBUTED IPR**

**Marks:** IETF (used in connection with administrative services)

IETF SECRETARIAT

And all rights of every kind throughout the world, whether under the common law or statute, in and to all other trademarks, trade names, logos, designs and the like that include the terms "IETF", "Internet Engineering Task Force", "IRTF", "Internet Research Task Force", "IESG", "Internet Engineering Steering Group", "IAB", "Internet Architecture Board", or any combination or variation of such terms (including without limitation the IETF "4 diamonds" logo), or any terms that are confusingly similar thereto, and all applications, registrations, renewals and reservations thereof.

**Domain Names:** IETF.ORG

IESG.ORG

IRTF.ORG

IAB.ORG

(and all subdomains thereof)

**Current Data:** All of its rights in, and copies of, each of the following materials that is currently used (as of the Effective Date) in the administrative, financial and/or other operation of the IETF:

- a) IETF-related databases of current participants and related information;
- b) current mailing lists and web pages;
- c) working group and IESG materials that are currently actively used; and
- d) current Internet Drafts and Request for Comments.

**Historical Data:**

- a) "Historical Data" means collectively:
  - i) records of past IETF meetings, including working group meetings, participants at each working group meeting, and overall meeting attendees;
  - ii) records of past Internet Drafts and their processing histories; and

- iii) records of past Request for Comments and their processing histories.
- b) In the event that a Settlor extracts Historical Data, such Settlor will promptly provide copies of such Historical Data to the Trust; provided, however, that no Settlor will be under any obligation to extract Historical Data unless such Settlor and the Trustees have prior thereto agreed on reasonable compensation to be paid to such Settlor by the Trust for reasonable costs incurred by such Settlor in performing such extraction, reproduction and any other tasks or work associated therewith. Settlor's rights in extracted Historical Data will be transferred to the Trust when copies of such Historical Data are actually provided to the Trust.
- c) Each Settlor shall use reasonable efforts not to intentionally and knowingly destroy, damage, alter or delete any material portion of the Historical Data before copies thereof have been received by the Trust, without the Trust's prior written consent. Notwithstanding the foregoing, it is expressly understood that there will be circumstances where Historical Data cannot be produced and/or may be destroyed, damaged, altered or deleted as a result of natural processes, technical constraints or other unintentional causes, and any resulting damage or inaccessibility shall not be deemed a breach of Settlor's obligations under this Section. No Settlor shall be required to take actions other than are reasonable in accordance with such Settlor's past practices and in accordance with such Settlor's then current document retention policies.
- d) A Settlor shall be entitled to request guidance from the Trust and the Trustees from time to time regarding specific Historical Data and/or whether specific Historical Data can be provided to third parties; the Trust and the Trustees shall respond to any such request within 45 days.
- e) Copies of Historical Data extracted upon compulsion by any order, summons or subpoena issued by a court, governmental agency or legislative body having jurisdiction, or if produced for any third party, shall, to the extent permitted by such court, agency, or legislative body, also be provided to the Trust at no charge beyond incremental costs; provided, however, that this paragraph shall not apply in the event that such order, summons or subpoena relates to any action or proceeding (i) initiated by any of the following: the Trust, any current or former Trustee or any Settlor, or any person or entity directly or indirectly acting on behalf or at the behest of any of the foregoing, or (ii) to which any of the persons or entities described in clause (i) is party.

- f) Each Settlor shall at any time be entitled to transfer to the Trust copies of any or all Historical Data; and in the event that the Trust does not promptly accept such Historical Data, such Settlor shall be entitled to take, and fully protected in taking, any action that it deems appropriate with respect to any such Historical Data not so accepted without regard to any other provision of this Schedule A or the Trust Agreement.
  
- g) Notwithstanding anything to the contrary, the relationship of the Settlers to the Trust and the Beneficiary with respect to the Historical Data shall be solely contractual and limited to the express duties set forth herein, and no Settlor shall be deemed to have any fiduciary, implied or other duties, or any fiduciary or partnership relationship, to the Trust or the Beneficiary. Neither the Trust nor the Beneficiary shall have, and each hereby irrevocably waives, any rights with respect to the Historical Data other than such as are expressly set forth above, including rights of accounting, division, partition and access to the Historical Data. Neither the Trust nor any other person or entity shall have any right to access any files, records or databases of any Settlor to obtain Historical Data for themselves without such Settlor's prior written consent.

**SCHEDULE B - LIST OF INITIAL TRUSTEES**

Brian E. Carpenter

Stephen D. Crocker

Leslie L. Daigle

Edmund B. Juskevicius

Kurt Erik Lindqvist

Lucy Elizabeth Lynch

Lynn M. St.Amour

Raymond G. Pelletier, Jr.

Jonne Adam Soininen

## TRUSTEE CERTIFICATE

I, Ray Pelletier, Trustee of IETF Trust, a charitable trust formed and existing under the laws of the Commonwealth of Virginia, do hereby certify that the foregoing is a true and complete copy of the Amended and Restated Trust Agreement of this charitable trust as submitted and read to, and adopted by, the Trustees on February 20, 2014.

IN WITNESS THEREOF, I have hereunder ascribed my name on this 2nd day of  
June, 2016.



Ray Pelletier

**AMENDED AND RESTATED  
TRUST AGREEMENT**

THIS TRUST AGREEMENT (the "Agreement") is made as of the 15th day of December, 2005, by CORPORATION FOR NATIONAL RESEARCH INITIATIVES, a District of Columbia non-profit corporation ("CNRI"), INTERNET SOCIETY, a District of Columbia non-profit corporation ("ISOC"), as Settlers, the INTERNET ENGINEERING TASK FORCE ("IETF"), and the INITIAL TRUSTEES as defined herein, and amended on February 20, 2014 in accordance with the provisions of Section 10.1 hereof.

**ARTICLE I.  
IDENTIFICATION OF TRUST**

1.1 Name. The trust created by this Agreement shall be known as the "IETF Trust."

**ARTICLE II.  
PURPOSE OF TRUST**

2.1 Purpose. The purposes for which the Trust is organized and operated are to engage exclusively in such charitable, educational, and scientific activities as may qualify it for exemption from federal income tax under Section 501(c)(3) of the Code (as defined below). Such purposes include, but are not limited to, the advancement of education and public interest by 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.

**ARTICLE III.  
DEFINITIONS**

3.1 Definitions. As used in this Agreement, the following terms shall have the indicated meanings:

"Beneficiary" has the meaning described in Article IV.

"Code" means the United States Internal Revenue Code of 1986, as amended, and any applicable regulations thereunder.

"Effective Date" shall mean the date first stated above.

"Eligible Person" means, subject to Section 6.1, a then-current member of the IAOC, duly appointed and in good standing in accordance with the procedures of the IAOC established pursuant to IETF document BCP 101, RFC 4071 (April 2005), and any duly approved successor documents, updates or amendments thereto, including the RFC issued to update BCP-101 to reflect the establishment of this Trust.

"IAOC" means the IETF Administrative Oversight Committee, as constituted in accordance with IETF document BCP 101, RFC 4071 (April 2005), and any duly approved successor documents, updates or amendments thereto, including the RFC issued to update BCP 101 to reflect the establishment of this Trust.

"IESG" means the Internet Engineering Steering Group as constituted in accordance with RFC 2026 and any duly approved successor documents thereto.

"IETF" means the Internet Engineering Task Force, which is dedicated to the development and publication of Internet standards, specifications and related documents on a charitable, non-profit basis.

"IPR" means the property and rights as described and/or listed on Schedule A attached hereto, including intellectual property, domain names and other property listed thereon.

"Initial Trustees" means the duly appointed members of the IAOC as of the Effective Date who are listed on Schedule B attached hereto and who have executed this Agreement below.

"Person" means an individual, corporation, partnership, limited liability company, association, trust or other entity or organization or governmental authority.

"Purpose" means the purpose for which the Trust is formed as described in Article II.

"Settlor" means either of CNRI or ISOC, and "Settlers" means both CNRI and ISOC.

"Trust" means the Trust formed hereby under the laws of the Commonwealth of Virginia.

"Trust Assets" means the IPR and, subject to the provisions of Article V, any additional property and rights that may be contributed or assigned to the Trust or otherwise become a part of the Trust, including without limitation any property, rights or derivative works created using any of the foregoing or other Trust Assets which are assigned to the Trust in accordance with the terms hereof.

"Trustee" or "Trustees" means, subject to the provisions of Article VI below, the Initial Trustees, and any individual that becomes a successor Trustee hereunder. The use of the singular "Trustee" herein may refer to one or more Trustees.

#### **ARTICLE IV. BENEFICIARY**

The Beneficiary of the Trust shall be the IETF as a whole and not any individuals who may participate in IETF activities or either of the Settlers. In the event that the IETF ceases to, or plans to cease to, develop technical standards for the Internet, then upon and only upon the express written consent of the IESG, or the IESG's successor as the leadership of the IETF, the IETF's successor with respect to the development of technical



standards for the Internet shall become the successor Beneficiary under this Trust; provided that neither of the Settlers nor any affiliate of either Settlor shall become such successor organization or successor Beneficiary, and provided, further, that if either the IESG or its successor does not consent to the IETF's successor becoming the beneficiary hereunder, or if neither the IESG nor its successor are then existing, the successor Beneficiary shall be jointly designated by the Settlers.

## **ARTICLE V. TRUST ASSETS**

5.1 Contribution of IPR. Settlers hereby transfer to the Trust on the Effective Date, except as otherwise provided in Schedule A, without representation or warranty on an "AS IS", quitclaim basis, all of their right, title and interest, if any, in and to their respective IPR. For the avoidance of doubt, Settlers acknowledge that the IPR that each shall so contribute to the Trust may include IPR developed by or on behalf of IETF. On and/or after the Effective Date, as the case may be, the Trust shall have the full ownership and enjoyment of the IPR. Settlers shall promptly thereafter make the necessary arrangements to record the transfers of their respective rights and interests in the IPR, as reasonably required by the Trustees. The IETF hereby releases, remises, transfers, and quitclaims to the Trust all of its right, title, and interest, if any, in and to the IPR.

5.2 Contribution or License of Other Property. The Trustees will encourage others who may hold rights and interests in intellectual property, domain names or other property relevant to the IETF to similarly transfer all of their respective right, title and interest therein to the Trust, including by licensing to the Trust (preferably on a perpetual, irrevocable, worldwide, royalty-free basis), with the right to sublicense, rights to practice their inventions and patents, which the Trust may use and license to third parties in accordance with Section 9.5 of this Agreement; provided, however, that no contribution, transfer, or license of such rights or interests shall be deemed accepted as part of the Trust Assets unless the Trustees have affirmatively, in writing, accepted the applicable right or interest.

5.3 Bank Account; Additional Contributions. The Trustees shall, promptly after the execution of this Agreement, establish and maintain a bank account in the name of the Trust and may receive funds for the Trust, as appropriate, to be held in such bank account. Any Person may contribute additional funds as well as property to the Trust; provided, however, that acceptance of any contributions to the Trust shall be subject to the approval of the Trustees. Any solicitation of funds shall be done in accordance with applicable legal requirements, including requirements related to registration or fundraising (to the extent applicable).

## **ARTICLE VI. TRUSTEES**

6.1 Trustees; Successor Trustees.

(a) The Trustees shall consist of Eligible Persons who have agreed in writing to become, and to fulfill the duties of, Trustees hereunder. No Person who is not an

Eligible Person shall be permitted to become a Trustee hereunder. Individuals shall be eligible to be Trustees only for so long as they are Eligible Persons. In the event from time to time individuals who are not currently Eligible Persons become Eligible Persons, such individuals shall become Trustees hereunder upon agreeing in writing to become, and to fulfill the duties of, Trustees hereunder. By executing this Agreement, the individuals listed on the signature page hereto under the heading "Initial Trustees" are agreeing to become, and to fulfill the duties of, Trustees hereunder, and no further writing or instrument shall be necessary in order for such individuals to become Initial Trustees hereunder.

(b) In the event that a Trustee ceases to be an Eligible Person, such Trustee shall automatically be removed as a Trustee hereunder and shall, upon the request of the remaining Trustees, confirm such removal in writing. No vote or action taken by any Trustee (other than their resignation as a Trustee) following his or her ceasing to be an Eligible Person shall be effective or valid for any purpose whatsoever, and such individual shall not be included in the number of Trustees for purposes of determining quorum or the number of Trustees necessary to approve or authorize an action in accordance with Section 7.1.

(c) Notwithstanding the foregoing, if for any reason there are fewer than three individuals serving as Trustees, then the IESG, or the IESG's successor as the leadership of the IETF, shall appoint one or more individuals to serve in a temporary capacity as Trustee(s) until succeeded by Eligible Persons, so that there are at least three Trustees at all times.

(d) Any successor Trustee shall succeed to all of the powers, authorities, rights, discretions, immunities, estates, titles, duties and obligations of a Trustee hereunder, without the necessity of any conveyance or the taking of any action whatsoever.

6.2 Qualification. No Person shall be required to be a resident of the Commonwealth of Virginia in order to be a Trustee. To the maximum extent permitted by law, no Trustee, whether or not a resident of the Commonwealth of Virginia or otherwise, shall be required to:

- a. take actions or meet requirements to qualify as a Trustee other than as required by Section 6.1(a);
- b. in the case of a Person that is not a resident of the Commonwealth of Virginia, file any submission to jurisdiction or appoint any agent for service of process in the Commonwealth of Virginia;
- c. furnish any bond or surety; or
- d. issue or make accounts with respect to the Trust or the property contained therein or for their actions as a Trustee, to a Commissioner of Accounts or any other Person, either upon becoming a Trustee or from time to time thereafter.

Notwithstanding the foregoing, to the extent that applicable law requires any Trustee to undertake any of the actions described in items (a) to (d) above, such Trustee hereby agrees (1) to submit to jurisdiction in the Commonwealth of Virginia (in the

case of item (b)), (2) to undertake such action and (3) to file with the appropriate Person any documents, instruments, agreements or certificates required in connection therewith.

## **ARTICLE VII. POWERS, RIGHTS AND OBLIGATIONS OF TRUSTEES**

### **7.1 Powers and Obligations of Trustees.**

(a) Except as limited by this Agreement, the Trustees shall have all powers granted by law and shall be responsible for and may take such actions as are required to assure the effective day-to-day operation of the Trust. However, except as otherwise expressly permitted hereunder, the Trustees shall not, and shall not have the right or power to, (i) exchange, distribute, assign, sell, transfer, renounce, or convey, the Trust Assets, (ii) terminate the Trust Assets' registration, or (iii) enter into a license for, grant an option on, or encumber the Trust Assets that is not in compliance with the provisions of Section 9.5, except that in the case of clauses (i) and (ii), the Trustees may, after due consultation with the Beneficiary, dispose of, assign, sell, transfer, renounce, convey or terminate Trust Assets that are of no current or foreseeable future value to the Beneficiary and which require the expenditure of funds to retain. This exception does not include RFCs.

(b) As promptly as reasonably practical following the Effective Date, the Trustees shall publish, or have published, procedures for administration of the Trust, reimbursement by Trustees of their fees and expenses from the Trust, management of the Trust Assets, conflicts of interest and standards of conduct. Thereafter, the Trustees may amend such procedures from time to time.

(c) The Trustees shall use reasonable efforts to secure contributions or commitments from third parties to contribute or make available sufficient funds to or on behalf of the Trust to administer the Trust and to maintain the Trust Assets at least until July 1, 2010, including but not limited to the payment of filing and maintenance fees for the Trust Assets as deemed reasonable and appropriate.

(d) It is the express intent of the Settlers that this Trust not become (and any court not order that this Trust be) invalid or terminated or the Trust Assets be released from trust, except as expressly permitted by Section 10.1.

(e) The Trustees shall report annually to the IETF community concerning the activities of the Trust, including grants or licenses given by the Trust, demonstrating that the Trust is being operated in furtherance of the Purpose.

7.2 Decision-making. A quorum for a meeting of the Trustees shall be a majority of the Trustees then in office. Except as otherwise provided in this Agreement all decisions of the Trustees must be approved by majority vote of the Trustees then in office. No Trustee shall have the power to act or bind the Trust unless specifically so authorized in accordance with the immediately preceding sentence.

7.3 Delegation. The Trustees shall have the authority to delegate certain duties and responsibilities of administering the Trust to other individuals or entities who

shall remain under the supervision, direction and control of the Trustees. The Trust shall have the authority to contract with third parties to carry out any actions necessary to acquire, hold, maintain and license Trust Assets subject to the limitations of this Agreement. No such delegation or third party shall permit any other Person to take any action that would not be permitted to be taken by a Trustee or the Trustees hereunder.

7.4 No Prudent Investor Standard. The Trustees shall not be required to follow the "prudent investor" or any similar rule, and in particular, the "prudent investor" or any similar rule shall not constitute, or be deemed to constitute, a basis for the exchange, distribution, assignment, sale, transfer, conveyance, grant of an option on, or encumbrance on the Trust Assets. In addition, the Trustees shall not be under any obligation to diversify the Trust Assets.

7.5 No Liability for Acts of Predecessor Trustee. No Trustee shall be responsible or liable for the acts or omissions of any predecessor Trustee, or of a custodian, agent, depository or counsel selected with reasonable care.

7.6 Fees and Expenses of Trustees. The Trustees are collectively authorized to reimburse themselves from the Trust for reasonable expenses incurred in the administration of the Trust, upon promulgation of, and in accordance with, the procedures therefore referred to above in Section 7.1(b). Unless otherwise expressly provided herein, no Trustee shall be entitled to compensation for his or her services as Trustee hereunder.

7.7 Limitation on Trustee Liability. No Trustee shall be liable to the Trust or any other person for monetary or other damages for breach of fiduciary duty as a Trustee to the maximum extent permitted by Virginia law; provided, however, that this provision shall not limit the liability of a Trustee (a) for any breach of the Trustee's duty of loyalty to the Trust or (b) as otherwise required by Virginia law. If Virginia law be hereafter amended to authorize the further elimination or limitation of liability of Trustees, then the liability of the Trustees shall be limited to the fullest extent permitted by Virginia law, as so amended, and such elimination or limitation of liability shall be in addition to, and not in lieu of, the limitation on liability provided in the previous sentence. Any repeal or amendment of this section shall be of prospective effect only and shall not adversely affect any limitation on the liability of the Trustee existing at the time of such repeal or amendment.

## **ARTICLE VIII. TERM OF TRUST**

8.1 Term. The Trust shall be for an indefinite term; provided, however, that, if this Agreement would be unenforceable in the event that it were to continue in perpetuity or otherwise violate the Rule against Perpetuities, then the term of this Agreement shall be limited to the maximum period permitted by law. Notwithstanding the foregoing, on or after July 1, 2010, the Trustees, acting by at least a two-thirds majority vote, may elect to terminate the Trust.

8.2 Distributions Upon Dissolution. Upon the termination or dissolution of the Trust for any reason, the Trust Assets shall be distributed to an organization to be used in furtherance of the Purpose, after the payment or making provisions for the payment of all of the liabilities of the Trust; provided that neither of the Settlers nor any affiliate of either Settler shall so receive any Trust Assets. Any such Trust Assets not so disposed of shall be disposed of by a court of competent jurisdiction of the county in which the principal office of the Trust is then located, exclusively for such Purpose.

## ARTICLE IX. ADMINISTRATION OF TRUST

9.1 Income. After payment of all expenses of administering the Trust and maintaining the Trust Assets, any part or all of the net income of the Trust may, in the absolute discretion of the Trustees, be retained or paid to or applied for the benefit of the Beneficiary to be used in furtherance of the Purpose, at such intervals and in such amounts as the Trustees from time to time deem requisite or desirable and/or to comply with any applicable legal requirements. Any net income not paid or applied shall be added to and become a part of the principal of the Trust.

9.2 Principal. After payment of all expenses of administering the Trust and maintaining the Trust Assets, in the absolute discretion of the Trustees, the principal shall be retained or used in furtherance of the Purpose, at such intervals and in such amounts, as the Trustees from time to time deem requisite or desirable and/or to comply with any applicable legal requirements (it being understood and agreed that this section shall not override, and shall be subject to, the provisions of Sections 7.1 and 7.3).

9.3 Expenses. The Trustees shall pay from amounts contributed by third parties or from the Trust Assets the expenses of administering the Trust, which may include, but shall not be limited to, the reasonable costs of administering the Trust, including legal and accounting fees, as appropriate, the payment of filing fees and maintenance fees for the Trust Assets, and the reasonable costs incurred in administering the Trust. In no event may the Trustees liquidate or distribute IPR in order to pay such expenses, to pay any tax or to acquire or maintain any exemption from federal income tax under Section 501(c)(3) of the Code or to comply with the minimum distribution requirements of Section 4942 of the Code.

9.4 Maintenance of the Trust Assets. The Trustees shall take reasonable steps to maintain the value, validity and enforceability of the Trust Assets that are subject to registration, including by filing affidavits of continued use and applying for all renewals to the extent permitted by applicable law. The Trustees shall have the right to prepare, file and prosecute registration applications in the Trust's name, as the Trustees deem necessary in order to maintain and protect the Trust Assets.

9.5 Licenses. The Trust (acting through the Trustees) shall have the right to

grant licenses for the use of the Trust Assets on such terms, subject to Section 7.1, as the Trustees deem appropriate; provided, however, that the Trust shall not grant any license that would be deemed a transfer of ownership or abandonment of any Trust Assets under applicable law. Specifically, any license granted by the Trust for the use of the Trust Assets consisting of IPR other than rights in IETF standards-related documents (such as RFCs, Internet Drafts and the like) that have been acquired by the Trust through non-exclusive licenses granted by their contributors pursuant to the IETF community-approved procedures currently set forth in RFC 3978, and any community-approved updates and revisions thereto, shall include provisions stating that (a) the licensee agrees to grant and assign to the Trust all right, title, and interest it may have or claim in any derivative works of licensee that are based on or incorporate the IPR, and (b) the licensee's use of the IPR and any goodwill associated therewith shall inure to the benefit of the Trust.

9.6 Enforcement. The Trustees shall have the right to take, and to determine whether or not to take, any action(s) with respect to any unauthorized use, infringement or dilution of property included in the Trust Assets.

9.7 Use of Trust Assets. The Trust Assets shall be used solely in furtherance of the Purpose. The Trust Assets shall not inure or be payable to or for the benefit of any private individual, except that, subject to Sections 7.1, 7.3, and 9.3, the Trust shall be authorized and empowered to pay reasonable compensation for services rendered and to make payments in furtherance of the Purpose and as permitted by Section 7.6 hereof. The Trust Assets shall not be used for the carrying on of propaganda, or otherwise attempting to influence legislation. No part of the activities of the Trust shall be the participation in, or intervention in (including the publishing or distributing of statements) any political campaign on behalf of (or in opposition to) any candidate for public office. Any other provision of this Agreement to the contrary notwithstanding, the Trust shall not carry on any activities not permitted to be carried on by an organization exempt from Federal Income Tax under Section 501(a) and Section 501(c)(3) of the Code.

## ARTICLE X. MISCELLANEOUS PROVISIONS

10.1 Amendments. Prior to July 1, 2010, this Agreement may be amended only by unanimous written consent of both of the Settlers and two-thirds of the Trustees. After July 1, 2010, the Trustees may unilaterally amend the provisions of this Agreement without the written consent of the Settlers, except that no amendment shall be made with respect to the requirement that the Trust be used in furtherance of the Purpose or subject to the provisions of Sections 2.1 and 9.7.

10.2 Severability. If any term or other provision of this Agreement is invalid, illegal or incapable of being enforced by any rule of law or public policy, all other conditions and provisions of this Agreement shall nevertheless remain in full force and effect so long as the economic or legal substance of the activities contemplated hereby is not affected in a manner materially adverse to the Trust. Upon such determination that any term or other provision is invalid, illegal or incapable of being enforced, the Settlers (if prior to July 1, 2010) and the Trustees shall modify this Agreement so as to effect the

Purpose as closely as possible in an acceptable manner to the end that the Purpose is fulfilled to the fullest extent possible.

10.3 Successors and Assigns; Third Party Beneficiaries. Except as expressly provided herein, neither this Agreement nor any rights or obligations hereunder may be assigned, delegated or otherwise transferred. Any attempted assignment, delegation or transfer that does not comply with the provisions of this section shall be null and void. Nothing in this Agreement, express or implied, is intended to or shall confer upon any third party any rights, benefits or remedies of any nature whatsoever under or by reason of this Agreement unless expressly provided herein.

10.4 Entire Agreement. This Agreement constitutes the entire agreement of the parties hereto with respect to the subject matter hereof and supersedes all prior agreements and understandings, both oral and written, between the parties with respect to the subject matter of this Agreement.

10.5 Governing Law. This Agreement and the Trust created hereby shall be governed in accordance with the law of the Commonwealth of Virginia, without giving effect to the conflict of laws principles thereof. The original place of administration of the Trust shall be Virginia, but the place of administration of the Trust may be transferred after July 1, 2010, or from time to time thereafter, to such place or places as the Trustees deem appropriate.

10.6 Counterparts. This Agreement may be executed in counterparts, each of which, including those with fax signatures, shall be deemed an original and all of which counterparts taken together shall constitute one and the same instrument.

[ORIGINAL SIGNATURES OMITTED IN THIS COPY]

[ORIGINAL AMENDMENT APPROVED BY TRUST ON FEB. 20, 2014 CONTAINED IN  
MINUTES OF TRUSTEE MEETING, FEB. 20, 2014]

## **SCHEDULE A- CONTRIBUTED IPR**

**Marks:** IETF (used in connection with administrative services)

**IETF SECRETARIAT**

And all rights of every kind throughout the world, whether under the common law or statute, in and to all other trademarks, trade names, logos, designs and the like that include the terms "IETF", "Internet Engineering Task Force", "IRTF", "Internet Research Task Force", "IESG", "Internet Engineering Steering Group", "IAB", "Internet Architecture Board", or any combination or variation of such terms (including without limitation the IETF "4 diamonds" logo), or any terms that are confusingly similar thereto, and all applications, registrations, renewals and reservations thereof.

Domain Names: IETF.ORG

IESG.ORG

IRTF.ORG

IAB.ORG

(and all subdomains thereof)

Current Data: All of its rights in, and copies of, each of the following materials that is currently used (as of the Effective Date) in the administrative, financial and/or other operation of the IETF:

- a) IETF-related databases of current participants and related information;
- b) current mailing lists and web pages;
- c) working group and IESG materials that are currently actively used; and
- d) current Internet Drafts and Request for Comments.

Historical Data:

- a) "Historical Data" means collectively:
  - i) records of past IETF meetings, including working group meetings, participants at each working group meeting, and overall meeting attendees;
  - ii) records of past Internet Drafts and their processing histories; and



- iii) records of past Request for Comments and their processing histories.
- b) In the event that a Settlor extracts Historical Data, such Settlor will promptly provide copies of such Historical Data to the Trust; provided, however, that no Settlor will be under any obligation to extract Historical Data unless such Settlor and the Trustees have prior thereto agreed on reasonable compensation to be paid to such Settlor by the Trust for reasonable costs incurred by such Settlor in performing such extraction, reproduction and any other tasks or work associated therewith. Settlor's rights in extracted Historical Data will be transferred to the Trust when copies of such Historical Data are actually provided to the Trust.
- c) Each Settlor shall use reasonable efforts not to intentionally and knowingly destroy, damage, alter or delete any material portion of the Historical Data before copies thereof have been received by the Trust, without the Trust's prior written consent. Notwithstanding the foregoing, it is expressly understood that there will be circumstances where Historical Data cannot be produced and/or may be destroyed, damaged, altered or deleted as a result of natural processes, technical constraints or other unintentional causes, and any resulting damage or inaccessibility shall not be deemed a breach of Settlor's obligations under this Section. No Settlor shall be required to take actions other than are reasonable in accordance with such Settlor's past practices and in accordance with such Settlor's then current document retention policies.
- d) A Settlor shall be entitled to request guidance from the Trust and the Trustees from time to time regarding specific Historical Data and/or whether specific Historical Data can be provided to third parties; the Trust and the Trustees shall respond to any such request within 45 days.
- e) Copies of Historical Data extracted upon compulsion by any order, summons or subpoena issued by a court, governmental agency or legislative body having jurisdiction, or if produced for any third party, shall, to the extent permitted by such court, agency, or legislative body, also be provided to the Trust at no charge beyond incremental costs; provided, however, that this paragraph shall not apply in the event that such order, summons or subpoena relates to any action or proceeding (i) initiated by any of the following: the Trust, any current or former Trustee or any Settlor, or any person or entity directly or indirectly acting on behalf or at the behest of any of the foregoing, or (ii) to which any of the persons or entities described in clause (i) is party.

- d) Each Settlor shall at any time be entitled to transfer to the Trust copies of any or all Historical Data; and in the event that the Trust does not promptly accept such Historical Data, such Settlor shall be entitled to take, and fully protected in taking, any action that it deems appropriate with respect to any such Historical Data not so accepted without regard to any other provision of this Schedule A or the Trust Agreement.
  
- g) Notwithstanding anything to the contrary, the relationship of the Settlers to the Trust and the Beneficiary with respect to the Historical Data shall be solely contractual and limited to the express duties set forth herein, and no Settlor shall be deemed to have any fiduciary, implied or other duties, or any fiduciary or partnership relationship, to the Trust or the Beneficiary. Neither the Trust nor the Beneficiary shall have, and each hereby irrevocably waives, any rights with respect to the Historical Data other than such as are expressly set forth above, including rights of accounting, division, partition and access to the Historical Data. Neither the Trust nor any other person or entity shall have any right to access any files, records or databases of any Settlor to obtain Historical Data for themselves without such Settlor's prior written consent.

**SCHEDULE B - LIST OF INITIAL TRUSTEES**

Brian E. Carpenter

Stephen D. Crocker

Leslie L. Daigle

Edmund B. Juskevicius

Kurt Erik Lindqvist

Lucy Elizabeth Lynch

Lynn M. StAmour

Raymond G. Pelletier, Jr.

Jonne Adam Soininen

# ATTACHMENT A

IETF Trust  
c/o Internet Society  
1775 Wiehle Ave., Suite 201  
Reston, VA 20190  
EIN: 26-6028540

ATTACHMENT A  
FORM 1023  
Part II. Organizational Structure

**5. Have you adopted bylaws? If "Yes," attach a current copy showing date of adoption. If "No," explain how your officers, directors, or trustees are selected.**

The IETF Trust (the "Trust") is a charitable trust that is governed by a trust agreement, dated as of December 15, 2005 and amended on February 20, 2014 ("Agreement"). Section 6.1(a) of the Agreement provides that the Trustees shall consist of certain eligible persons who have agreed in writing to become, and to fulfill the duties of, Trustees. Eligible persons are defined as the then-current members of the IETF Administrative Oversight Committee ("IAOC"), duly appointed and in good standing in accordance with certain procedures of the IAOC. The IAOC oversees the administrative activities of the Internet Engineering Task Force ("IETF"), which creates and publishes new Internet standards for the public as described further in Attachment B. Both the IAOC and the IETF are projects of the Internet Society, a Section 501(c)(3) organization with a mission to promote the development, evolution, and use of the Internet for the benefit of all people throughout the world. Individuals are eligible to be Trustees so long as they qualify as Eligible Persons. In the event that a Trustee ceases to be an Eligible Person, Section 6.1(b) of the Agreement provides that the Trustee will automatically be removed.

# ATTACHMENT B

ATTACHMENT B  
FORM 1023

Part IV. Narrative Description of Your Activities

**Using an attachment, describe your *past, present, and planned* activities in a narrative. If you believe that you have already provided some of this information in response to other parts of this application, you may summarize that information here and refer to the specific parts of the application for supporting details. You may also attach representative copies of newsletters, brochures, or similar documents for supporting details to this narrative. Remember that if this application is approved, it will be open for public inspection. Therefore, your narrative description of activities should be thorough and accurate. Refer to the instructions for information that must be included in your description.**

The Trust is a charitable trust formed for charitable and educational purposes primarily to serve as the custodian of intellectual property rights that enable the IETF to create and publish Internet standards and other standards-related documents to make these standards and documents freely available to the public. These charitable and educational purposes include, but are not limited to, the advancement of education and public interest by 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.

As noted in Attachment A, the Internet Society is a Section 501(c)(3) organization with a mission to promote the development, evolution, and use of the Internet for the benefit of all people throughout the world, and the organizational home of the IETF.

The IETF consists of volunteers - engineers, computer scientists, network operators, academicians, and others - who develop standards that make the Internet work better. These standards cover a wide range of areas that can improve the efficiency and effectiveness of the Internet.

The process of creating an IETF Internet standard is described in a series of IETF process documents including RFC 2026. The process takes place online and at formal IETF meetings, and may take months or years to complete. It begins with the chartering of an IETF Working Group to address a specific problem. The work is accomplished by volunteers through the iteration of Internet Drafts, community reviews and approval for publication as an RFC by the Internet Engineering Steering Group ("IESG"). RFCs and IETF working documents are made publicly available and free of charge through the RFC Editor website, at <http://www.rfc-editor.org>. The website serves as the official repository of RFCs and IETF working documents. The copyright for the RFCs and IETF working documents is held by the IETF Trust and the document authors.

Because the standards involve technical details related to various aspects of Internet technology, it is important for the IETF to obtain adequate intellectual property rights in order to develop and publish the standards and make them publicly available. The Trust acquires, holds, maintains, and licenses these intellectual property rights for the benefit of the Internet standards process in order to contribute to the advancement of education, science, and the public interest.

The Trust obtains from each contributor of a technical contribution to the IETF a perpetual and irrevocable copyright license that authorizes it to (1) copy, publish, display, and distribute such contributions and any RFCs that may result from such contributions; (2) prepare translations into non-English languages, and to copy, publish, display, and distribute such translations; (3) modify and prepare derivative works, and generally to copy, publish, display, and distribute such derivative works; and (4) reproduce related trademarks, service marks, or trade names. The Trust will, in turn, grant a sublicense of these rights to all IETF participants in order to enable them to create and publish Internet Drafts and RFCs. Through this licensing process, the IETF becomes the owner of the copyright in documents that are published as RFCs, thereby preventing anyone other than the Trust (and its licensees) from republishing or modifying an RFC in RFC format.

The Trust engages in additional activities related to the administration and management of intellectual property in connection with the Internet standards process, and these activities can be described as follows.

- Serving as the record owner of trademarks, domain names, copyrights, physical records and other intellectual properties associated with IETF standardization;
- Maintaining the registrations of trademarks and domain names included in such assets through the oversight of trademark counsel;
- Monitoring and enforcing the Trust's rights in the trademarks and domain names;
- Assessing the ongoing need for maintenance of trademarks and domain names;
- Assessing the advisability of registering new trademarks and domain names;
- Licensing trademarks and authorizing the use of domains to third parties engaging in activities consonant with the activities of the IETF;
- Licensing copyrights in IETF documents to participants in the IETF standards process in support of that process;



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- Evaluating requests for licenses of copyrights in IETF documents for use outside the IETF standards process and granting such licenses when deemed consonant with IETF purposes;
- Establishing policies for the maintenance of physical and electronic records and documents relating to IETF; and
- Assessing and adopting policies relating to the licensing of IETF trademarks, domain names and copyrights.

The Trust's assets consist of the above-described copyright licenses, copyrights in RFCs, copyrights in IETF working documents, trademarks, Internet domain names, software code (related to the tools developed in support of IETF and the Internet community), and physical records of IETF meetings and attendance. The Trust was formed in 2005 in order to allow the founders (which included the Internet Society) to transfer these intellectual property assets to a neutral body that would hold and utilize these assets for the benefit of the entire IETF community. The IETF is the beneficiary of the Trust. Historically, the Trust's activities have consisted of facilitating these intellectual property rights, which are an important aspect of ensuring that the Internet standards of the IETF are made available to the public. The Trust will continue to engage in these activities as well as obtain additional intellectual property rights following its qualification as a Section 501(c)(3) organization.

In addition to serving as the custodian of intellectual property rights that facilitate the Internet standards process for the IETF, the Trust will manage intellectual property rights that benefit the IETF and the larger Internet community. Upon the transition of the Internet Corporation for Assigned Names and Numbers ("ICANN") as a contracted activity with the U.S. Commerce Department's National Telecommunications and Information Administration ("NTIA") to the global multi-stakeholder community, the intellectual property of the IANA function of ICANN may be transferred to the IETF Trust. If such a transfer occurs, the Trust will manage the IANA trademarks and domain names by maintaining the trademark registrations, and licensing and monitoring the use of the trademarks. ICANN is a Section 501(c)(3) charity that will act as the IANA service provider to whom the trademarks will be licensed and the domain's use authorized.

Additionally, the Trust will enter into various agreements enabling the Trust to manage intellectual property for community constituencies recognizing the right of these communities to identify their own IANA service providers and the Trust's obligation to provide, update, and revoke licenses as needed to support these selections. By undertaking these activities, the Trust will help protect the Internet as a public good for the benefit of the IETF and the people around the world.

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In the future, the Trust may expand its activities to include education of the IETF community about the intellectual property rights associated with the standards as well as its activities related to the management of the IANA intellectual property rights. The Trust also will authenticate documents in response to third party requests as and when necessary, and it may seek reimbursement of any costs associated with this process.

The Internet has global reach, and so the Trust's activities are not limited to the United States. The Trust obtains intellectual property rights related to materials that are produced throughout the world and solicits the feedback and contributions from individuals living in foreign countries. The Trust has registered its trademarks in countries throughout the world, and it might seek funding from companies and individuals from around the world.

# ATTACHMENT C

IEIF Trust  
c/o Internet Society  
1775 Wiehle Ave., Suite 201  
Reston, VA 20190  
EIN: 26-6028540

ATTACHMENT C  
FORM 1023

Part V. Compensation and Other Financial Arrangements With Your Officers, Directors, Trustees, Employees, and Independent Contractors

- 1a. List the names, titles, and mailing addresses of all of your officers, directors, and trustees. For each person listed, state their total annual compensation, or proposed compensation, for all services to the organization, whether as an officer, employee, or other position. Use actual figures, if available. Enter "none" if no compensation is or will be paid. If additional space is needed, attach a separate sheet. Refer to the instructions for information on what to include as compensation.**

<u>Name and Address*</u>	<u>Title</u>	<u>Compensation**</u>
Jari Arkko	Trustee	\$0
Louis I. Berger	Trustee	\$0
Scott Bradner	Trustee	\$0
Kathryn C. Brown	Trustee	\$0
Leslie Daigle	Trustee	\$0
Marc Tobias Daniel Gondrom	Chair & Trustee	\$0
Raymond G. Pelletier	Trustee	\$0
Benson R. Schliesser	Trustee	\$0
Andrew John Sullivan	Trustee	\$0

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Reston, VA 20190  
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\* The Chair and all Trustees may be reached at the Trust's address, c/o Internet Society, 1775 Wiehle Avenue, Suite 201, Reston, VA 20190.

\*\* Trustees do not receive any compensation for their services, but they may be eligible for reimbursement of reasonable expenses related to their activities conducted on behalf of the Trust.

**2a. Are any of your officers, directors, or trustees related to each other through family or business relationships? If "Yes," identify the individuals and explain the relationship?**

Some of the Trustees have business relationships with each other that arise from their role at the Internet Society, a Section 501(c)(3) organization that seeks to promote the development, evolution, and use of the Internet for the benefit of all people throughout the world. Kathryn Brown and Ray Pelletier are both employees of the Internet Society. Scott Bradner serves as a volunteer Secretary for the Internet Society's Board of Trustees.

**3a. For each of your officers, directors, trustees, highest compensated employees, and highest compensated independent contractors listed on lines 1a, 1b, or 1c, attach a list showing their name, qualifications, average hours worked, and duties.**

Jari Arkko, Trustee

Mr. Arkko is an Expert on Internet Architecture with Ericsson Research in Jorvas, Finland. Mr. Arkko spent six years as one of the Internet Area Directors in the Internet Engineering Steering Group ("IESG") and one year as a member of the Internet Architecture Board ("IAB"). Since March 2013, he has been serving as the General Area Director and IETF Chair. He previously served as a chair of three IETF working groups, and he has published 36 RFCs. Mr. Arkko has also served in the Technical Advisory Board for the IP Smart Objects Alliance and works in a number of research projects at Ericsson. He received his Licentiate's degree from Helsinki University of Technology in 1996. Mr. Arkko will spend approximately five hours per month in his role as Trustee.

Louis I. Berger, Trustee

Mr. Berger is a principal in LabN Consulting LLC, which he founded in 1999. He has helped LabN customers develop network architectures, technology and product strategies; pursue their research programs; develop their hardware and software architectures; and translate these into deliverable products and operational systems. He previously was the Vice President of Protocol Development and System Architecture at

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Movaz Networks and, earlier, worked at FORJ Systems and BBN. Mr. Berger has been a contributor to the IETF since 1989. He has authored numerous RFCs and Internet-Drafts, and he has co-chaired two working groups. Mr. Berger will spend approximately five hours per month in his role as Trustee.

Scott Bradner, Trustee

Mr. Bradner is a Senior Technical Consultant in the Office of the Harvard University Chief Technology Officer. Mr. Bradner has been involved in the design, operation and use of data networks at Harvard University since the early days of the ARPANET. He was involved in the design of the original Harvard data networks, the Longwood Medical Area network and New England Academic and Research Network. He was founding chair of the technical committees of LMANet, NEARnet and the Corporation for Research and Enterprise Network. Mr. Bradner has served in a number of roles in the IETF. He also has served as a member of the IESG (1993-2003) and was an elected trustee of the Internet Society (1993-1999), where he currently serves as the Secretary to the Board of Trustees. Mr. Bradner is also a member of the IETF Administrative Support Activity. He founded the Harvard Network Device Test Lab, is a frequent speaker at technical conferences and a weekly columnist for Network World, and engages in independent consulting. Mr. Bradner will spend approximately five hours per month in his role as Trustee.

Kathryn C. Brown, Trustee

Ms. Brown is President and Chief Executive Officer of the Internet Society. Prior to joining the Internet Society, she was leader of Verizon corporate responsibility initiatives, where she served on Verizon's corporate councils for the development of the company's online privacy and content policies and promoted Verizon's Human Rights Statement and Supplier Code of Conduct. Earlier in her career, Ms. Brown served in U.S. President Clinton's Administration where she was deeply involved in policy development that was instrumental to the deployment and adoption of the global Internet. She served as Head of the Office of Policy and Development at the National Telecommunications Information Administration and then as Chief of Staff to Federal Communications Commission ("FCC") Chairman William E. Kennard. At the FCC, she managed the staff supporting Chairman Kennard's historic decision to keep the Internet unregulated, to fund the E-rate, and to increase radio spectrum availability to fuel wireless technology innovation. Before moving to Washington D.C., Ms. Brown held senior roles for 15 years in government service in New York. Ms. Brown received her J.D., summa cum laude, from Syracuse University College of Law and her B.A., magna cum laude, from Marist College. She spent one year studying at Makerere University in Kampala, Uganda and in Leeds, UK. Ms. Brown will spend approximately five hours per month in her role as Trustee.

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Leslie Daigle, Trustee

Ms. Daigle is currently Principal at ThinkingCat Enterprises where she has launched the online InternetImpossible.org storybook of the Internet's experienced global impact. Ms. Daigle was most recently the Internet Society's first Chief Internet Technology Officer. At the Internet Society, Ms. Daigle helped to (re)create the global dialog on important technical issues, calling stakeholders to action by providing achievable targets and facilitating their own collaboration across (corporate) organizational boundaries. Ms. Daigle was an appointed member of the related Internet Architecture Board from March 2000 to March 2008, and served as Chair from 2002 to 2007. Prior to working for the Internet Society, she held the positions of Consulting Engineer at Cisco Systems, Director of Directory Research at VeriSign, and Vice President for Research at industry pioneer Bunyip Information Systems, among others. Ms. Daigle will spend approximately five hours per month in her role as Trustee.

Marc Tobias Daniel Gondrom, Chair and Trustee

Tobias Gondrom is the CTO IP Security at Huawei.

Mr. Gondrom has over 20 years of experience in information security and software development, leading global teams in information security and risk management, working on security strategy, application development, architecture, cryptography, electronic signatures and security standards initiatives, for independent software vendors and large global corporations in the technology, financial and government sector.

Since 2003 Mr. Gondrom has been active in the IETF in various roles, previously as working group chair of WEBSEC and LTANS, and currently the WG chair of DOTS and a member of the IETF security directorate and has co-authored a few RFCs. Currently, he is a global board member of OWASP (Open Web Application Security Project, www.owasp.org) and leads a number of security initiatives in the open source community. Mr. Gondrom serves on the board of the CSA Hong Kong and Macau chapter and a member of the NIS Platform of the European Commission, advising the European Union on Cyber Security and Risk Management.

Mr. Gondrom regularly speaks and gives trainings on information security management and new security technologies at conferences. He holds a postgraduate degree in Theoretical Physics from the University of Munich and the most senior business management degree from London Business School, the Sloan Masters in Leadership and Strategy. Mr. Gondrom will spend approximately ten hours per month in his role as Chair and Trustee.

Raymond G. Pelletier, Jr., Trustee

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Mr. Pelletier is responsible for the provision of administrative support for the IETF. Mr. Pelletier has extensive leadership and management experience across a breadth of public, private, for-profit, non-profit, and volunteer organizations. Previously, Mr. Pelletier served as Director of Information Systems for the Navy JAG Corps, where he was responsible for managing a \$10 million worldwide automation program. He has also served as Executive Director for the Northern Virginia Technology Council, where he successfully managed the organizational development and operational support of a fast growing membership association. Mr. Pelletier holds an undergraduate degree in History, with a minor in secondary education from Bridgewater University, an M.P.A. from Northeastern University and a J.D. from New England Law. Mr. Pelletier will spend approximately fifteen hours per month in his role as Trustee.

Benson R. Schliesser, Trustee

Mr. Schliesser is a Distinguished Engineer at Brocade Communications in the Office of the Chief Technology Officer. He co-chairs an IETF working group and serves on the IETF Administrative Oversight Committee. Prior to joining Brocade, Mr. Schliesser held positions at Juniper Networks and Cisco Systems, Savvis Communications, and others. Mr. Schliesser was one of the founding board members of the OpenDaylight Project, and he served on the board of the Wildlife Rehabilitation Clinic. He has served in various other roles in the IETF, and has over 15 years of experience as a network operator. Mr. Schliesser will spend approximately five hours per month in his role as Trustee.

Andrew John Sullivan, Trustee

Mr. Sullivan is a Fellow at Dyn, an Internet performance management company with headquarters in Manchester, New Hampshire. He has been active in the IETF since 2005, and served as co-chair of two working groups. Mr. Sullivan's main areas of network specialization are the DNS and internationalization. He holds a BA from the University of Ottawa and an MA from McMaster University. Mr. Sullivan will spend approximately five hours per month in his role as Trustee.



# ATTACHMENT D

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ATTACHMENT D

FORM 1023

Part V. Compensation and Other Financial Arrangements With Your Officers, Directors, Trustees, Employees, and Independent Contractors

- 5a. Have you adopted a conflict of interest policy consistent with the sample conflict of interest policy in Appendix A to the instructions? If "Yes," provide a copy of the policy and explain how the policy has been adopted, such as by resolution of your governing board. If "No," answer lines 5b and 5c.**

The Trust passed a resolution on April 21, 2016 adopting the attached conflict of interest policy, which is consistent with the sample policy in Appendix A to the instructions.

**THE IETF TRUST  
CONFLICT OF INTEREST POLICY  
FOR TRUSTEES**

**I. Application of Policy**

This Conflict of Interest Policy for the IETF Trust is intended to supplement, but not replace, laws governing conflicts of interest applicable to nonprofit corporations or trusts. It applies to the Trustees of the IETF Trust.

**II. Conflict of Interest**

A conflict of interest may exist when the interests or concerns of a Trustee may be seen, whether in fact or in appearance, as competing with the interests or concerns of the IETF Trust. A conflict of interest may also exist where a "Relative" or "Affiliated Entity" may be seen to have interests competing with the interests or concerns of the IETF Trust. A Relative includes a Trustee's spouse, ancestors, siblings, children, grandchildren, great grandchildren, and their spouses. An Affiliated Entity is any corporation or business of which the Trustee is a director, officer, partner, owner, or otherwise has a business interest. There are a variety of situations that raise potential conflicts of interest including, but not limited to, the following:

**A. Financial Interests.** A conflict may exist where a Trustee or a Relative or an Affiliated Entity directly or indirectly benefits or profits as a result of an action, policy, or transaction made by the IETF Trust (referred to as a "financial interest"). A Financial Interest is not necessarily a conflict of interest. A conflict of interest exists only when the Trustees decide the Trustee has a conflict of interest, or the appearance of a conflict of interest.

**B. Other Interests.** A conflict also may exist where a Trustee, or a Relative, or an Affiliated Entity obtains a non-financial benefit or advantage that he or she would not have obtained absent his or her relationship with the IETF Trust. A conflict of interest exists only when the Trustees decide the Trustee has a conflict of interest, or the appearance of a conflict of interest.

**III. Disclosure of Potential Conflicts of Interest**

At the start of each meeting of the Trust the Trust Chair will ask Trustees in attendance to report if they are aware of any potential conflicts of interest based on the matters identified for discussion on the agenda for such meeting.

The Trustees will follow the procedures in Section IV, Procedures for Review of Potential Conflicts, if any concerns are identified from a review of the Disclosure Forms or a report of a potential conflict of interest made during an IETF Trust meeting.

**IV. Procedures for Review of Potential Conflicts**

As stated in Section II, the Trustees decide whether a Trustee has a conflict of interest based upon the report of a potential conflict made during an IETF Trust meeting.

**A. Voting and Actions.** For each potential conflict of interest the Trustees may, upon the request of a Trustee, determine by majority vote of the Trustees then in office (other than the Trustee in question) whether to:

- (a) Decide that there is no conflict of interest or appearance of a conflict and the Trustee may continue normal Trust activities related to the topic,
- (b) Ask the Trustee to recuse themselves, or
- (c) Request that the Trustee participate in spite of the disclosed conflict.

**B. Minutes.** The minutes of the current or next meeting shall reflect the nonparticipation of the Trustee under procedures of this Conflict of Interest Policy, or where the Trustees determine not to preclude

the participation of a Trustee for which there is a potential or perceived conflict, the minutes of the meeting shall reflect the reason for approving the participation of the Trustee, and the results of any transaction before the Trustees.

**V. Administration of Policy**

The IETF Trust will review Trustee disclosures and follow up failures to make appropriate disclosures. The Board of Trustees shall make such changes to this policy as it may deem appropriate.

Adopted by the Board of Trustees by unanimous consent on 21 April 2016.

# ATTACHMENT E

ATTACHMENT E  
FORM 1023  
Part VIII. Your Specific Activities

- 9a. Do you or will you have any leases, contracts, loans or other agreements with any organizations in which any of your officers, directors, or trustees are also officers, directors, or trustees, or in which any individual officer, director or trustee owns more than a 35% interest. If "Yes," provide the information requested in Lines 9b through 9f.**
- b. Describe any written or oral arrangements you made or intend to make.**
- c. Identify with whom you have or will have such arrangements.**
- d. Explain how the terms are or will be negotiated at arm's length.**
- e. Explain how you determine or will determine you pay no more than fair market value or that you are paid at least fair market value.**
- f. Attach a copy of any signed leases, contracts, loans, or other agreements relating to such arrangements.**
- 15. Do you have a close connection with any organizations? If "Yes," explain.**

As noted in Attachment B, the Internet Society, a Section 501(c)(3) charity, has served as the Trust's organizational home. As a result, the Internet Society has provided certain administrative services to the Trust on a no-cost basis as various needs have arisen from time to time. Once the Trust gets up and running financially, it is anticipated that the Internet Society will continue to provide these services on a no-cost basis through 2016. However, the Trust plans to enter into a written services agreement with the Internet Society for 2017 in which the Trust will identify the services that it requires and will request a proposal from the Internet Society for those services and the cost for such services. The Internet Society has indicated that it is willing to provide services on an arm's length and cost-reimbursement basis. The agreement will be negotiated annually, and the Trust will be free to make arrangements with other service providers. The written services agreement has not been finalized.

As noted throughout the Form 1023 application, the Trust has a close connection with the Internet Society. The Internet Society was a settlor of the Trust and has provided the Trust with administrative services at no cost. In addition, two of the nine Trustees have a relationship to the Internet Society; one of whom is the President/CEO of the Internet Society, the other, an employee.

# ATTACHMENT F

ATTACHMENT F

FORM 1023

Part VIII. Your Specific Activities

**4a. Do you or will you undertake fundraising? If "Yes," check all the fundraising programs you do or will conduct.**

**4d. List all states and local jurisdictions in which you conduct fundraising. For each state or local jurisdiction listed, specify whether you fundraise for your own organization, you fundraise for another organization, or another organization fundraises for you.**

The Trust intends to raise funds from individuals and organizations throughout the United States who have an interest in supporting the Trust's charitable and educational activities. As potential donors are identified, a combination of mail, email, phone, and personal solicitations may be used to request contributions. The Trust may solicit contributions from individuals as well as grants from foundations, governmental sources, nongovernmental organizations, and corporations. The Trust's activities will be international in scope, and it may engage in fundraising in countries around the world.

The Trust does not currently have its own source of funds. However, once the Trust gets up and running, it is anticipated that these fundraising activities will be conducted by the Internet Society at the request and direction of the Trust in accordance with an administrative services agreement. The Internet Society will not act as a professional fundraiser, and will not be compensated on the basis of any revenues generated for the Trust. Instead, the Trust will establish its own fundraising goals, and the Internet Society will help facilitate the fundraising efforts around those goals.



# ATTACHMENT G

ATTACHMENT G  
FORM 1023  
Part IX. Financial Data

\*\* Although the Trust has been in existence for more than four years, it has been operating with the Internet Society as its organizational home. As a result, it has not opened a bank account and does not have past revenues and expenses to report for purposes of the Form 1023. The Trust has included an anticipated budget for the current fiscal year and the next three years for a total of four years of financial information for consistency with IRS Notice 1382. Note that the budget reflects an initial short year beginning on or around the date that the Trust will begin to receive funds.

**A. Statement of Revenues and Expenses**

<b><u>Expense</u></b>	<b><u>07/01/16 to 12/31/16</u></b>	<b><u>01/01/17 to 12/31/17</u></b>	<b><u>01/01/18 to 12/31/18</u></b>	<b><u>01/01/19 to 12/31/19</u></b>
Professional services	\$12,500	\$30,000	\$25,000	\$25,000
D&O insurance	\$5,788	\$12,155	\$12,763	\$13,401
Storage unit rental	\$750	\$1,600	\$1,700	\$1,800
Miscellaneous administrative expenses	\$7,500	\$15,000	\$12,000	\$12,000
<b>Total</b>	<b>\$26,538</b>	<b>\$58,755</b>	<b>\$51,463</b>	<b>\$52,201</b>