

BY-LAWS OF
IETF INTELLECTUAL PROPERTY MANAGEMENT CORPORATION

ARTICLE I

NAME, PURPOSE AND OFFICES

1.1 Name

The name of the corporation is “IETF Intellectual Property Management Corporation” and the corporation is referred to in these By-laws as the “IETF IPMC”.

1.2 Principal Office

The principal office of the IETF IPMC shall be located at such a location as the Board of Directors of the IETF IPMC (the “Board of Directors”) may from time to time determine, both within and without said state.

1.3 Other Offices

Branch or subordinate offices may at any time be established by the Board of Directors at any place or places.

1.4 Purpose

The purpose for which the IETF IPMC has been formed is 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, and for the advancement of the science and technology associated with the Internet and related technology (the “Purpose”).

1.5 Nonprofit Status

(a) The IETF IPMC is organized and shall be operated as a non-stock membership corporation operating not for profit under the General Corporation Law of the State of Delaware. The IETF IPMC is organized exclusively for charitable, educational, religious, and scientific purposes, including, for such purposes, the making of distributions to organizations that qualify as exempt organizations described under Section 501(c)(3) of the Internal Revenue Code of 1986, as amended (hereinafter, the “Code”), or a corresponding section of any future federal tax code.

(b) The Board of Directors may, in its sole discretion, elect to seek exemption from Federal taxation for the IETF IPMC pursuant to Section 501(a) of the Code. In the event that such exemption is sought and until such time, if ever, as such exemption is denied or lost, the

IETF IPMC shall not knowingly engage directly or indirectly in any activity that it believes would be likely to invalidate its status as an organization exempt from federal income taxation under Section 501(a) of the Code as an organization described in Section 501(c)(3) of the Code. All references to the Code contained herein are deemed to include corresponding provisions of any future United States Internal Revenue Law.

(c) In the event that such exemption is obtained and until such time, if ever, as such exemption is denied or lost: (i) no part of the net earnings of the IETF IPMC shall inure to the benefit of, or be distributable to, any member of its Board of Directors, its officers, or other private persons, except that the IETF IPMC shall be authorized and empowered to pay reasonable compensation for services rendered and to make payments and distributions in furtherance of the Purpose; (ii) no substantial part of the activities of the IETF IPMC shall be the carrying on of propaganda or otherwise attempting to influence legislation, and the IETF IPMC shall not participate or intervene in (including the publication or distribution of statements) any political campaign on behalf of (or in opposition to) any candidate for public office; (iii) the IETF IPMC shall be operated and organized exclusively for charitable, religious, educational, literary, and scientific purposes, within the meaning of Section 501(c)(3) of the Code; and (iv) notwithstanding any other provisions of these By-laws, the IETF IPMC shall not carry on any other activities not permitted to be carried on (A) by an organization exempt from federal income tax under Section 501(c)(3) of the Code, or (B) by an organization contributions to which are deductible under Section 170(c)(2) of the Code.

1.6 Additional Definitions

As used in these Bylaws, the following terms shall have the indicated meanings:

“IETF” means the Internet Engineering Task Force as constituted in accordance with their Best Current Practice (BCP) documents 9, 10, and 101 (BCP 9, BCP 10, BCP 101) and any duly approved successor documents thereto.

“Beneficiary” means the IETF or any successor in that role to the IETF appointed in conformance with Section 4.1 below.

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

“Assets” means the IPR and other assets conveyed to the IETF IPMC by the Former IETF Trust and, subject to the provisions of Article IV, any additional property and rights that may be contributed or assigned to the IETF IPMC or otherwise become a part of the IETF IPMC including without limitation any property, rights or derivative works created using any of the foregoing or other Assets which are assigned to the IETF IPMC in accordance with these Bylaws.

“IETF NomCom” means the IETF Nominating Committee as constituted in accordance with BCP 10 and any duly approved successor documents thereto.

“Former IETF Trust” means the IETF Trust of that name initially established as a Virginia IETF Trust on December 15, 2005, by and among the IETF Trust for National Research

Initiatives, the Internet Society, the Internet Engineering Task Force, and the initial trustees under such trust.

“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.

“ISOC” means the Internet Society, a District of Columbia non-profit corporation.

“Nominating Organizations” means the IETF NomCom, IESG, and ISOC.

“IETF Administrative LLC” means the administrative arm of the IETF.

“RFC” means a document so designated and produced by the IETF, the Internet Architecture Board (IAB), the Internet Research Task Force (IRTF), or independent submitters under the aegis of any of the foregoing.

“Person” means an individual, corporation, partnership, limited liability company, association, Foundation or other entity or organization or governmental authority.

“Purpose” means the purpose set forth in Section 1.4 above.

“Settlor” means either of CNRI or ISOC, and “Settlers” means both CNRI and ISOC, as the settlors of the Former IETF Trust.

ARTICLE II

MEMBERS

2.1 Members

The Board of Directors of the IETF IPMC shall be the members of the IETF IPMC and no one shall be a member of the IETF IPMC unless such person is a Director. If a person ceases to be a Director of the IETF IPMC for any reason, such person shall also cease to be a member of the IETF IPMC at the same time.

ARTICLE III

DIRECTORS

3.1 Powers

The business and affairs of the IETF IPMC shall be managed by its Board of Directors, which shall be, and shall possess all of the powers of, the “Governing Body” of the IETF IPMC as a non-stock membership corporation under Delaware General Corporation Law. The Board of Directors may exercise all powers of the IETF IPMC and do all such lawful acts and things as are not by statute or by the Certificate of Incorporation or by these By-laws directed or required to be exercised or done by the members.

3.2 Number of Directors

The total number of Directors shall be at least one and not more than five.

3.3 Nomination, Election and Term of Office of Directors

(a) The initial Directors shall be the Board of Trustees serving as Trustees of the Former IETF Trust at the time of formation of the IETF IPMC, namely three Directors designated by the IETF NomCom (each, an “IETF Director”), one Director by the IESG (the “IESG Director”), and one Director by the ISOC (the “ISOC Director”). Each such Director shall serve for a term ending on the date that such individual’s term as a Director was to terminate under the Second Amended and Restated Agreement of the IETF Trust at the time such individual was elected to their current term.

(b) Thereafter, at such time as the term of a Director expires, the entity that appointed such individual under the Former IETF Trust shall propose an individual (who may be the same individual) for election by the Board of Directors to serve as an IETF NomCom, IESG, or ISOC Director, as applicable, and the Board of Directors shall elect such candidate to serve for a term of three years (in the case of an IETF Director), two years (in the case of an ISOC Director) and two years (in the case of the IESG Director).

(c) If at any time a Nominating Organization wishes to replace its representative on the Board of Directors, it may give written notice of the name of its Director representative to be replaced (in the case of the IETF NomCom), and the name of its replacement Director. Upon receipt of such notice, the Board of Directors shall, within thirty (30) days, terminate the current Director and elect the replacement Director, who shall serve for the balance of the term of the Director replaced.

(d) Each Director shall hold office until the earliest to occur of (i) the expiration of the term for which such Director was elected and such Director’s successor is elected and qualified; or (ii) the death, resignation, or removal of such Director.

3.4 Resignation and Removal

Any Director may resign at any time upon notice to the IETF IPMC in writing or by electronic transmission at the principal place of business of the IETF IPMC or to the Chair or Secretary. Such resignation shall be effective upon receipt unless it is specified to be effective at some other time or upon the happening of some other event. Upon receipt of a resignation, the Secretary or another representative of the IETF IPMC shall request the name of a replacement Director from the appropriate Nominating Organization if the same has not already been received, and the Board of Directors shall, within thirty (30) days of receiving the name of such replacement, elect that person as a Director, who shall serve for the balance of the term of the Director replaced.

3.5 Operations in the Event of Vacancies

(a) In the event and during the continuance of a vacancy in the Board of Directors, the remaining Directors, except as otherwise provided by law or these By-laws, may exercise the powers of the full Board of Directors until the vacancy is filled.

(b) Notwithstanding the foregoing, if for any reason there are at any time fewer than three individuals serving as Directors, then the IESG, or the IESG's successor as the leadership of the IETF, shall be entitled to designate, and the Board of Directors shall elect, one or more individuals to serve as in a temporary capacity as Director(s) until successors are nominated and elected by the appropriate Nominating Organization, so that there are at least three Directors at all times.

3.6 Enlargement, Reduction, or Alteration

The number of Directors, the persons eligible to become Directors, and the rights of Nominating entities to nominate Directors, may only be amended by a two-thirds vote of all then-serving Directors, including the affirmative vote of any representative of a Nominating Organization that would be negatively impacted by such change

3.7 Place of Meetings

The Board of Directors may hold meetings, both regular and special, either within or without the State of Delaware.

3.8 Regular Meetings

Regular meetings of the Board of Directors may be held without notice at such time and at such place as shall from time to time be determined by the Board of Directors; provided that any Director who is absent when such a determination is made shall be given prompt notice of such determination.

3.9 Special Meetings

Special meetings of the Board of Directors may be called by the Chair, Secretary, or on the written request of two or more Directors, or by one Director in the event that there is only one Director in office. Notice shall be given to each Director in person, by telephone, or by facsimile, electronic mail, or other form of electronic communications, sent to such Director's address as it appears on the records of the IETF IPMC at least twenty-four (24) hours in advance of the meeting, or by written notice mailed to each Directors address at least forty-eight (48) hours in advance of the meeting. A notice need not specify the purposes of the meeting.

3.10 Quorum, Action at Meeting, Adjournments

(a) At all meetings of the Board of Directors a majority of Directors then in office shall constitute a quorum for the transaction of business and the act of a majority of such Directors present at any meeting at which there is a quorum shall be the act of the Board of Directors, except as may be otherwise specifically provided by law, the Certificate of Incorporation or these By-laws.

(b) If a quorum shall not be present at any meeting of the Board of Directors, a majority of the Board of Directors present thereat may adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum shall be present. In the event that one or more of the Board of Directors shall be disqualified from voting at any meeting upon any

matter, then the required quorum as it relates to the consideration of such matter shall be reduced by one for each such Director so disqualified.

3.11 Action by Consent

Unless otherwise restricted by the Certificate of Incorporation or these By-laws, any action required or permitted to be taken by the Board of Directors may be taken without a meeting and without prior notice if all **Directors** then in office consent thereto in writing or by electronic transmission. After an action is taken, the consent or consents relating thereto shall be filed with the minutes of the proceedings of the Board of Directors, in the same paper or electronic form as the minutes are maintained.

3.12 Telephonic Meetings

Unless otherwise restricted by the Certificate of Incorporation or these By-laws, members of the Board of Directors or of any Board Committee may participate in a meeting of the Board of Directors or of any Board Committee, as the case may be, by means of conference telephone, video conference equipment, or other communications equipment by means of which all persons participating in the meeting can hear each other, and such participation in a meeting shall constitute presence in person at the meeting.

3.13 Inspection Rights

Every **Director** shall have the absolute right at any time to inspect, copy and make extracts of, in person or by agent or attorney, all books, records and documents of every kind, and to inspect the physical properties of the **IETF IPMC** if any.

3.14 Fees and Expenses of Directors

The Board of Directors are collectively authorized to reimburse themselves from the **IETF IPMC** for reasonable expenses incurred in the administration of the **IETF IPMC** upon promulgation of, and in accordance with procedures adopted by the Board of Directors.

3.15 Policies

The Board of Directors shall adopt and maintain publicly **published** procedures for administration of the **IETF IPMC**, reimbursement by **Directorss** of their expenses from the IETF IPMC, management of the Assets, conflicts of interest, and standards of conduct.

3.16 Reports

The **IETF IPMC** shall report annually to the IETF community **and the IANA Community Coordination Group ("CCG")**, as defined in the **Community Agreement dated September 30, 2016 ("Community Agreement")** concerning the activities of the **IETF IPMC** including grants or licenses given by the **IETF IPMC** demonstrating that the **IETF IPMC** is being operated in furtherance of the Purpose.

3.17 Delegation

The Board of Directors shall have the authority to delegate certain duties and responsibilities of administering the IETF IPMC to other individuals or entities who shall remain under the supervision, direction, and control of the Board of Directors. The IETF IPMC shall have the authority to contract with third parties to carry out any actions necessary to acquire, hold, maintain and license 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 Director or the Board of Directors hereunder.

3.18 No Prudent Investor Standard

The Board of Directors 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 Assets. In addition, the Board of Directors shall not be under any obligation to diversify the Assets.

3.19 No Liability for Certain Act

No Director shall be responsible or liable for the acts or omissions of a custodian, agent, depositary, or counsel selected with reasonable care.

ARTICLE IV ASSETS

4.1 Use of Assets

The Assets shall be used for the benefit of the IETF as a whole, subject, with regard to the IANA IPR, to the Community Agreement, 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 Corporation; 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.

4.2 Contributions or Licenses of Additional IPR; Other Contributions

(a) The IETF IPMC 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 IETF IPMC including by licensing to the IETF IPMC (preferably on a perpetual, irrevocable, worldwide, royalty-free basis), with the right to sublicense, rights to practice their inventions and patents, which the IETF IPMC may use and license to third parties in accordance with Section 4.4 below; provided, however, that no contribution, transfer, or license of such rights or interests shall be deemed accepted as part of

the Assets unless the Board of Directors have affirmatively, in writing, accepted the applicable right or interest.

(b) Any Person may contribute additional funds as well as property to the Corporation; provided, however, that acceptance of any contributions to the IETF IPMC shall be subject to the approval of the Board of Directors. Any solicitation of funds shall be done in accordance with applicable legal requirements, including requirements related to registration or fundraising (to the extent applicable).

4.3 Maintenance of the Assets

(a) The IETF IPMC shall take reasonable steps to maintain the value, validity and enforceability of the 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.

(b) Except as otherwise expressly permitted hereunder, the Board of Directors shall not, and shall not have the right or power to, (i) exchange, distribute, assign, sell, transfer, renounce, or convey, the Assets, (ii) terminate the registration of an Assets, or (iii) enter into a license for, grant an option on, or encumber the Assets that is not in compliance with the provisions of Section 4.4, except that in the case of clauses (i) and (ii), the Board of Directors may, after due consultation with the Beneficiary and subject, with regard to the IANA IPR, to the Community Agreement, dispose of, assign, sell, transfer, renounce, convey or terminate 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.

4.4 Licenses.

The IETF IPMC shall have the right to grant licenses for the use of the Assets on such terms, subject to Section 4.5, and subject, with regard to the IANA IPR, to the Community Agreement, as the Board of Directors deem appropriate; provided, however, that the IETF IPMC shall not grant any license that would be deemed a transfer of ownership or abandonment of any Assets under applicable law. Specifically any license granted by the IETF IPMC for the use of the Assets consisting of IPR other than rights in IETF standards- related documents (such as RFCs, Internet Drafts and the like) and subject, with regard to the IANA IPR, to the Community Agreement, that have been acquired by the IETF IPMC through non-exclusive licenses granted by their contributors pursuant to the IETF community-approved procedures set forth in RFC 5378 in its form as of the date of the incorporation of the IETF IPMC and any community-approved updates and revisions thereto, shall include provisions stating that (a) the licensee agrees to grant and assign to the IETF IPMC 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.

4.5 Use of Assets

The Assets shall be used solely in furtherance of the Purpose and, with regard to the IANA IPR assets, subject to the Community Agreement. The Assets shall not inure or be payable to or for the benefit of any private individual, except that, subject to Sections 3.17, 4.3, and 4.8, the IETF

IPMC 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 3.14 hereof. The Assets shall not be used for the carrying on of propaganda, or otherwise attempting to influence legislation.

4.6 Income

After payment of all Corporation operating expenses and fees relating to the maintenance of the Assets, any part or all of the net income of the IETF IPMC may, in the absolute discretion of the Board of Directors, 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 Board of Directors 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.

4.7 Principal

After payment of all expenses of administering the IETF IPMC and maintaining the Assets, in the absolute discretion of the Board of Directors, the principal shall be retained or used in furtherance of the Purpose, at such intervals and in such amounts, as the Board of Directors 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 3.17 and 4.3 .)

4.8 Expenses

The IETF IPMC shall pay from amounts contributed by third parties or from the Assets the expenses of administering the IETF IPMC which may include, but shall not be limited to, the reasonable costs of administering the IETF IPMC including legal and accounting fees, as appropriate, the payment of filing fees and maintenance fees for the Assets, and the reasonable costs incurred in administering the Trust. In no event may the IETF IPMC 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.

4.9 Enforcement

The IETF IPMC 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 Assets.

4.10 IANA IPR

(a) The IETF IPMC acts as steward of the IANA IPR and holds the IANA IPR for the benefit of the Operational Communities (as defined in the Community Agreement). The IETF IPMC supports the Operational Communities' ongoing primary interest and concern in ensuring the continued reliability and robustness of the IANA Services, as defined in the Community

Agreement. The IETF IPMC is obligated to license the IANA IPR to the entity or entities performing the IANA Services, which is ICANN.

(b) The rights and obligations of the IETF IPMC in connection with the IANA IPR are set forth in the following agreements, each with an effective date of 30 September 2016 (collectively, the “IANA IPR Agreements”): (i) the IANA IPR Assignment Agreement, (ii) the IANA IPR Community Agreement, (iii) the IANA IPR License Agreement for IANA Protocol Parameter Services, (iv) the IANA IPR License Agreement for Numbers Services, and (v) the IANA IPR License Agreement for IANA Names Services.

(c) The IETF IPMC may not dispose of, assign, sell, transfer, renounce, convey or terminate all or any part of the IANA IPR, except as expressly instructed pursuant to the IANA IPR Agreements and other rights and processes applicable to the IANA IPR.

(d) The IANA Intellectual Property may not be transferred from the IETF IPMC to a third party except in the event of (i) a material breach of the Community Agreement (e.g. a breach of Section 3.2(g) of the Community Agreement by the IETF IPMC, or two or more failures by the IETF IPMC in breach of the Community Agreement to consider in good faith the advice and counsel of the CCG on applicable matters) that remains uncured after a reasonable dispute resolution process has been completed, or (ii) the dissolution or liquidation of the IETF IPMC, a petition for bankruptcy filed by the IETF IPMC, or the entry of a judgment declaring bankruptcy against the IETF IPMC (but excluding the filing of a petition in bankruptcy by a creditor or other third party which has not resulted in a judicial determination of bankruptcy or any statutory insolvency that has not been subject to judicial proceeding in bankruptcy)

(e) The IETF IPMC may only permit the licenses for the IANA IPR to be assigned by the licensees through processes set forth in the IANA IPR Agreements or as a result of processes developed in furtherance of the IANA Transition

(f) With regard to the IANA IPR, the IETF IPMC's rights set forth in Section 4.9 of these Bylaws are subject to the IANA IPR Community Agreement, including without limitation Section 3.4 thereof, and each of the IANA IPR License Agreements, including without limitation Section 4.3 thereof.

ARTICLE V

OFFICERS

5.1 Officers

The Officers of the IETF IPMC shall be a Chair, who shall also be a Director, a Treasurer and a Secretary, who need not be a Director. The IETF IPMC may also have, at the discretion of

the Board of Directors, such other Officers with such titles, terms of office and duties as may be determined in accordance with the provisions of **this Article V**. The Chair shall preside over meetings of the Board of Directors. One person may hold two or more offices unless the Certificate of Incorporation or these By-laws otherwise provide.

5.2 Vacancies

A vacancy in any office because of death, resignation, removal, disqualification or any other cause shall be filled in the manner prescribed in these By-laws for regular elections to such office and may be filled by the Board of Directors, at its discretion.

5.3 Election

At its annual meeting, the Board of Directors shall choose a Chair, a Treasurer and a Secretary. Other Officers may be elected by the Board of Directors at such meeting, and any or all Officers may be replaced, at any other meeting of, or by written consent of, the Board of Directors.

5.4 Tenure

Each officer of the **IETF IPMC** shall hold office until such person's successor is chosen and qualifies, unless a different term is specified in the vote electing such person, or until such person's earlier ceasing to be a **Director**, death, resignation, or removal. Any officer elected by the Board of Directors may be removed at any time by the Board of Directors. Any officer may resign by delivering his or her written resignation to the **IETF IPMC** at its principal place of business or to the Secretary. Such resignation shall be effective upon receipt unless it is specified to be effective at some other time or upon the happening of some other event.

5.5 Chair

The Chair shall be the chief executive and the chief operating officer of the Trust. In the absence of a separate individual being elected the Chairperson, the Chair shall preside at all meetings of the Board of Directors. The Chair shall have general and active management of the business of the **IETF IPMC** and see that all orders and resolutions of the Board of Directors are carried into effect. Without limiting the foregoing, the Chair shall:

- (a) Execute bonds, mortgages, and other contracts, except where required or permitted by law to be otherwise signed and executed and except where the signing and execution thereof shall be expressly delegated by the Board of Directors to some other officer or agent of the **Corporation**;
- (b) Direct and administer the affairs of the **IETF IPMC** including setting compensation (other than his or her own), and the hiring and discharge of office employees;
- (c) Have complete charge of the records of the **IETF IPMC** (other than corporate records maintained by the Secretary);

(d) Initiate and promote programs which serve and advance the purpose and objective of the Corporation;

(e) Coordinate, assist and monitor all committees and their programs;

(f) Direct all Corporation functions;

(g) Submit an annual budget, together with supporting documentation; and

(h) Perform such other duties as may from time to time be assigned by the Board of Directors and/or any Executive Committee.

5.6 Secretary

The Secretary shall have such powers and perform such duties as are incident to the office of Secretary; shall record all the proceedings of the meetings of the Board of Directors in a book or electronic record to be kept for that purpose and perform like duties for the standing Board Committees when required; shall give, or cause to be given, notice of all meetings of the Board of Directors; and perform such other duties as may be from time to time prescribed by the Board of Directors, and be under their supervision.

5.7 Treasurer

The Treasurer (if any) shall perform such duties and shall have such powers as may be assigned to him or her by the Board of Directors or the Chair. In addition, the Treasurer shall perform such duties and have such powers as are incident to the office of Treasurer. The Treasurer shall have the custody of the corporate funds and securities and shall keep full and accurate accounts of receipts and disbursements in books belonging to the IETF IPMC and shall deposit all moneys and other valuable effects in the name and to the credit of the IETF IPMC in such depositories as may be designated by the Board of Directors, taking proper vouchers for such disbursements, and shall render to the Chair and the Board of Directors, when the Chair or Board of Directors so requires, an account of all his or her transactions as Treasurer and of the financial condition of the Corporation. Notwithstanding the foregoing, upon prior notice to the Board, the Treasurer may delegate and supervise any or all of the foregoing duties and actions to a person or service provider retained by the Corporation.

5.8 Compensation

Officers shall serve without compensation for their services as officers.

ARTICLE VI

NOTICES

6.1 Delivery

(a) Without limiting the manner by which notice otherwise may be given effectively, any notice to Directors given by the IETF IPMC under any provision of the Delaware General

Corporation Law (“DGCL”), the Certificate of Incorporation, or these By-laws may be given in writing directed to the **Director’s** mailing address (or by electronic transmission directed to the **Director’s** electronic mail address, as applicable) as it appears on the records of the **IETF IPMC** and shall be given (1) if mailed, when the notice is deposited in the U.S. mail, postage prepaid, (2) if delivered by courier service, the earlier of when the notice is received or left at such **Director’s** address or (3) if given by electronic mail, when directed to such **Director’s** electronic mail address unless the **Director** has notified the **IETF IPMC** in writing or by electronic transmission of an objection to receiving notice by electronic mail or such notice is prohibited by subsection (e) of this Section. A notice by electronic mail must include a prominent legend that the communication is an important notice regarding the Trust.

(b) Without limiting the manner by which notice otherwise may be given effectively to **Directors**, but subject to subsection (e) of this Section, any notice to **Directors** given by the **IETF IPMC** under any provision of the DGCL, the Certificate of Incorporation, or these By-laws, shall be effective if given by a form of electronic transmission consented to by the **Directors** to whom the notice is given. Any such consent shall be revocable by the **Director** by written notice or electronic transmission to the Trust.

(c) Notice given pursuant to subsection (b) of this Section shall be deemed given: (1) if by facsimile telecommunication, when directed to a number at which the **Director** has consented to receive notice; (2) if by a posting on an electronic network together with separate notice to the **Director** of such specific posting, upon the later of (A) such posting and (B) the giving of such separate notice; and (3) if by any other form of electronic transmission, when directed to the **Director**.

(d) For purposes of these By-laws, (1) “electronic transmission” means any form of communication, not directly involving the physical transmission of paper, including the use of, or participation in, or one or more electronic networks or databases (including one or more distributed electronic networks or databases), that creates a record that may be retained, retrieved, and reviewed by a recipient thereof, and that may be directly reproduced in paper form by such a recipient through an automated process, (2) “electronic mail” means an electronic transmission directed to a unique electronic mail address (which electronic mail shall be deemed to include any files attached thereto and any information hyperlinked to a website if such electronic mail includes the contact information of an officer or agent of the **IETF IPMC** who is available to assist with accessing such files and information) and (3) “electronic mail address” means a destination, commonly expressed as a string of characters, consisting of a unique user name or mailbox (commonly referred to as the “local part” of the address) and a reference to an internet domain (commonly referred to as the “domain part” of the address), whether or not displayed, to which electronic mail can be sent or delivered.

(e) Notwithstanding the foregoing, a notice may not be given by an electronic transmission from and after the time that (1) the **IETF IPMC** is unable to deliver by such electronic transmission two consecutive notices given by the **IETF IPMC** and (2) such inability becomes known to the secretary or an assistant secretary of the **IETF IPMC** or to the transfer agent, or other person responsible for the giving of notice, provided, however, the inadvertent failure to discover such inability shall not invalidate any meeting or other action.

(f) Without limiting the foregoing, the IETF IPMC adopts electronic mail as its principal source of communication with its Directors. Each Director acknowledges and agrees that the IETF IPMC shall not be under any obligation (except as required by law or these By-laws) to send any notice to any Director by any means other than electronic mail, and it is therefore the responsibility of each Director to avail itself of and make such arrangements as may be necessary to receive notice in such fashion.

(g) An affidavit of the Secretary or other agent of the IETF IPMC that notice has been given shall, in the absence of fraud, be prima facie evidence of the facts stated therein.

6.2. Waiver of Notice

Whenever any notice is required to be given under the provisions of law or of the Certificate of Incorporation or of these By-laws, a waiver thereof in writing, signed by the person or persons entitled to said notice or a waiver by electronic transmission by the person entitled to notice whether before or after the time stated therein, shall be deemed equivalent thereto. Attendance of a person at a meeting shall constitute a waiver of notice of such meeting, except when the person attends a meeting for the express purpose of objecting at the beginning of the meeting to the transaction of any business because the meeting is not lawfully called or convened. Neither the business to be transacted at, nor the purpose of, any meeting needs to be specified in any written waiver or any waiver by electronic transmission.

ARTICLE VII INDEMNIFICATION

7.1. In General

The IETF IPMC shall indemnify any person who is a party to a proceeding because such person is or was a Director or Officer against liability incurred in the proceeding, and shall advance funds to pay for or reimburse the reasonable expenses of such person, including reasonable attorney fees, actually incurred by such person in connection with such proceeding, in accordance with and to the full extent permitted by Delaware law as in effect at the time of adoption of these bylaws or as amended from time to time.

The IETF IPMC shall have the power to indemnify any person who is or was an employee or agent of the IETF IPMC or who is or has served at the request of the IETF IPMC as an employee or agent of another corporation, partnership, joint venture, IETF IPMC or other enterprise, in accordance with and to the full extent permitted by Delaware law as in effect at the time of adoption of these Bylaws or as amended from time to time.

7.2. Insurance

The IETF IPMC may, in its sole and absolute discretion, purchase and maintain insurance on behalf of any person who is or was a Director, Officer, employee, or agent to the full extent permitted by the Delaware law as in effect at the time of adoption of these bylaws or as amended from time to time.

ARTICLE VIII
BOOKS AND RECORDS

8.1. **Books and Records**

The **IETF IPMC** shall keep adequate and correct books and records of account, minutes of the proceedings of the Board of Directors and Board Committees.

8.2. **Form of Records**

Any records administered by or on behalf of the **IETF IPMC** in the regular course of its business, including its books of account and minute books, may be kept on, or by means of, or be in the form of, any information storage device, method, or one or more electronic networks or databases (including one or more distributed electronic networks or databases), provided that the records so kept can be converted into clearly legible paper form within a reasonable time. The **IETF IPMC** shall convert any records so kept into clearly legible paper form upon the request of any person entitled to inspect such records pursuant to any provision of the General Corporation Law of the State of Delaware. When records are kept in such manner, a clearly legible paper form prepared from or by means of the information storage device, method or one or more electronic networks or databases (including one or more distributed electronic networks or databases) shall be valid and admissible in evidence, and accepted for all other purposes, to the same extent as an original paper record of the same information would have been, provided the paper form accurately portrays the record.

8.3. **Reports to **Directors** and Others**

The Board of Directors shall cause such reports to be prepared, filed and/or distributed as may be required.

ARTICLE IX
CERTAIN TRANSACTIONS

9.1 **Transactions with Interested Parties**

No contract or transaction between the **IETF IPMC** and one or more of its **Director**s or Officers, or between the **IETF IPMC** and any other corporation, partnership, association, or other organization in which one or more of its **Directors** or officers are **Directors** or officers, or have a financial interest, shall be void or voidable solely for this reason, or solely because such **Director** or Officer (or other **Director** or officer) is present at or participates in the meeting of the Board of Directors or Board Committee which authorizes the contract or transaction or solely because his, her or their votes are counted for such purpose, if:

(a) The material facts as to his or her relationship or interest and as to the contract or transaction are disclosed or are known to the Board of Directors or such Board Committee, and the Board of Directors or such Board Committee in good faith authorizes the contract or transaction by the affirmative votes of a majority of the disinterested **Director**s, even though the disinterested **Director**s be less than a quorum; or

(b) The contract or transaction is fair as to the IETF IPMC as of the time it is authorized, approved, or ratified, by the Board of Directors or a Board Committee.

Common or interested Directors may be counted in determining the presence of a quorum at a meeting of the Board of Directors or Board Committee that authorizes the contract or transaction.

ARTICLE X

GRANTS, CONTRACTS, LOANS, ETC.

10. Grants

The making of grants and contributions, and otherwise rendering financial assistance for the purposes of the IETF IPMC may be authorized by the Board of Directors. The Board of Directors may authorize any Officer or Officers, agent or agents, in the name of and on behalf of the IETF IPMC to make any such grants, contributions or assistance.

10.2 Execution of Contracts

The Board of Directors may authorize any Officer, employee, or agent of the IETF IPMC in the name and on behalf of the IETF IPMC to enter into any contract or execute and satisfy any instrument, and any such authority may be general or confined to specific instances, or otherwise limited. In the absence of any action by the Board of Directors to the contrary, the Chair shall be authorized to execute such contracts and instruments on behalf of the Corporation.

10.3 Checks, Drafts, Etc.

All checks, drafts, and other orders for the payment of money out of the funds of the IETF IPMC and all notes or other evidence of indebtedness of the IETF IPMC shall be signed on behalf of the IETF IPMC in such manner as shall from time to time be determined by resolution of the Board of Directors.

10.4 Deposits

The funds of the IETF IPMC not otherwise employed shall be deposited from time to time to the order of the IETF IPMC in such banks or other depositories, or shall be otherwise invested, as the Board of Directors may select or direct, or as may be selected or directed by an Officer, employee or agent of the IETF IPMC to whom such power may from time to time be specifically delegated by the Board of Directors.

ARTICLE XI

DISSOLUTION

The IETF IPMC may be dissolved upon the affirmative vote of not less than two-thirds of the then-serving members of the Board of Directors where such vote includes the affirmative votes of at least one IETF IPMC Director and the affirmative votes of each of the IESG and ISOC Directors, provided that (i) such dissolution is otherwise approved and effected in

compliance with the then current requirements of the DGCL, and (ii) upon the dissolution of the organization, remaining assets after the payment or making provisions for the payment of all of the liabilities of the IETF IPMC shall be distributed to an organization to be used in furtherance of the Purpose for one or more exempt purposes within the meaning of Section 501(c)(3) of the Internal Revenue Code. Any such assets not disposed of shall be disposed of by a court of competent jurisdiction in the county in which the principal office of the organization is then located, exclusively for such purposes or to such organization or organizations, as said Court shall determine, which are organized and operated exclusively for such purposes.

ARTICLE XII

GENERAL PROVISIONS

12.1 Fiscal Year

The fiscal year of the IETF IPMC shall be determined, and may be changed, by resolution of the Board of Directors.

12.2 Reserves

The Board of Directors may set apart out of any funds of the IETF IPMC a reserve or reserves for any proper purpose and may abolish any such reserve.

12.3 Document Form, Signature and Delivery

Without limiting the manner in which any act or transaction may be documented, or the manner in which a document may be signed or delivered:

(a) Any act or transaction contemplated or governed by the DGCL or the Certificate of Incorporation or these By-laws may be provided for in a document, and an electronic transmission shall be deemed the equivalent of a written document. "Document" means (i) any tangible medium on which information is inscribed, and includes handwritten, typed, printed or similar instruments, and copies of such instruments and (ii) an electronic transmission.

(b) Whenever the DGCL or the Certificate of Incorporation or these By-laws requires or permits a signature, the signature may be a manual, facsimile, conformed or electronic signature. "Electronic signature" means an electronic symbol or process that is attached to, or logically associated with, a document and executed or adopted by a person with an intent to authenticate or adopt the document.

(c) Unless otherwise agreed between the sender and recipient, an electronic transmission shall be deemed delivered to a person for purposes of the DGCL and the Certificate of Incorporation and By-laws when it enters an information processing system that the person has designated for the purpose of receiving electronic transmissions of the type delivered, so long as the electronic transmission is in a form capable of being processed by that system and such person is able to retrieve the electronic transmission. An electronic transmission is delivered under this Section even if no person is aware of its receipt. Receipt of an electronic acknowledgement from an information processing system establishes that an electronic

transmission was received but, by itself, does not establish that the content sent corresponds to the content received.

This provision shall not prohibit one or more persons from conducting a transaction in accordance with any electronic signature rules so long as the part or parts of the transaction that are governed by the DGCL are documented, signed, and delivered in accordance with this Section or otherwise in accordance with the DGCL. This Section shall apply solely for purposes of determining whether an act or transaction has been documented, and the document has been signed and delivered, in accordance with the DGCL, the Certificate of Incorporation and these By-laws.

ARTICLE XIII

AMENDMENTS

Except where such power is expressly limited by law, the Certificate of Incorporation or these By-laws as to any specific action, these By-laws may be altered, amended or repealed, and new By-laws may be adopted, in each case by an affirmative majority vote of the Board of Directors, acting as **Directors** and as members, at any special or regular meeting of the Board of Directors, provided, however, that (a) no amendment of these By-laws shall be put to a vote unless notice of such proposed change has been given to each Nominating Organization, all Directors, and the IETF's Announcement mailing list not less than sixty (60) days in advance of such vote, and (b) no amendment of Sections 1.4 or 5.5 may be made without the unanimous vote of the Board of Directors, acting as **Directors** and members. For purposes of this Article XIII, electronic notice shall be sent to the Nominating Organizations and each Director at the address last provided to the Corporation by such recipient, and to the IETF Announcement Mailing list in its then most-current form as provided to the Corporation. Notice shall also be posted to a public page of the Corporation's website.