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Amendment #5 to RFC Production Center Agreement

This Amendment (“**Amendment**”) amends the RFC Production Center Agreement (“**Agreement**”) effective as of 1 January 2016 by and between Association Management Solutions LLC (“**AMS**”) and IETF Administration LLC (“**IETF LLC**”).

This Amendment is effective as of 1 July 2022.

AMS and IETF LLC agree to amend the Agreement as follows:

1. RPC Tools Modernization Business Analyst/Project Manager.

AMS will deliver the services as set forth in Statement of Work #2 below.


2. RPC Internal Tools Modernization Support

AMS will deliver the services as set forth in Statement of Work #3 below.

3. RPC Community Engagement

AMS will deliver the services as set forth in Statement of Work #4 below.

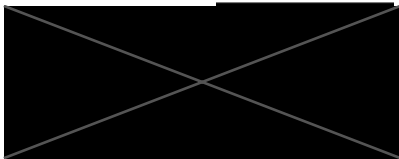
4. Additional ¼ editor

IETF LLC will pay an additional \$ per month for the provision of an additional ¼ FTE technical editor.

5. Agreement in Full Force and Effect as Amended. Except as specifically amended hereby, all of the terms and conditions of the Agreement shall remain in full force and effect and are hereby reaffirmed and ratified by the parties in their entirety. All references to the Agreement in any other document or instrument shall be deemed to mean the Agreement, as amended prior to and by this Amendment.

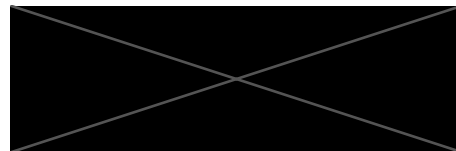
Agreed and consented to, effective as of the date first written above:

IETF LLC



Jay Daley
IETF Executive Director
exec-director@ietf.org
1000 N. West St, Ste. 1200
Wilmington, DE 19801

AMS



Kirsten Machi
Owner
kmachi@amsl.com
5177 Brandin Court
Fremont, CA 94538



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Statement of Work #2 - RPC Tools Modernization Business Analyst/Project Manager

This Statement of Work #2 (“**SOW**”) is entered into effective as of this 1st day of July, 2022 (the “**Effective Date**”) by and between **AMS** and **IETF LLC**. This SOW is incorporated into, and forms a part of, the **Agreement**. Any term not defined herein shall have the meaning ascribed to it in the Agreement. This SOW must be signed by both parties to be effective.

1. Description of Services. AMS agrees to provide the services described below (collectively, the “**Services**”) to IETF LLC.

A Dedicated RPC Tools Modernization Business Analyst/Project Manager (“**Dedicated BA/PM**”) responsible for delivering the RPC Tools Modernization Project. The Dedicated BA/PM is required to manage this project until completion.

The specific deliverables, tasks and responsibilities of the Dedicated BA/PM are as follows:

1. The first deliverable is an agreed plan that enables all the affected parties, including the RPC, Tools Team and IETF LLC staff to plan their resource commitments and activities to support this project. It is recognized that plans will change.
2. Documenting, in detail, the tools requirements of the RPC to support all aspects of their role, including the end-to-end editing, processing and publishing functions.
3. Assisting the RPC to make an informed decision on their preferred tools modernization path, which is likely to include arranging vendor demonstrations, trial licenses, etc. The chosen modernization path is likely to be one of the following or a combination thereof:
 - a. Adding a new module to the IETF’s existing in-house document database and continuing with the documents on a shared file system, edited using a combination of interactive tools and new/updated command line scripts.
 - b. Adapting an off-the-shelf editing/publishing management system with all document processing within that system and integrated with IETF systems as needed.
 - c. Developing a custom database and interactive editing/processing environment that supports all the existing functionality, using an existing extensible toolchain.
4. Drawing up a detailed functional specification for the new toolchain based on the modernization path chosen by the RPC.
5. Doing the heavy lifting on the RFP and vendor selection process for an implementer of the requirements and functional specification, working with the IETF LLC RFP team and existing RFP processes.
6. Client side project management of all aspects of the development and implementation of the chosen solution to ensure that the project is delivered on time, within budget and meeting agreed goals. This will include:
 - a. Main point of contact for the RPC, IETF LLC and third party vendors.



- b. Ensuring that all errors, omissions and changes to the functional specification are addressed.
- c. Ensuring that full acceptance testing is carried out and the new toolchain is only signed off if it fully meets the functional specification.
- d. Ensuring that the RPC are properly trained in the new toolchain.
- e. Ensuring that there is a smooth cutover to the new toolchain with minimal disruption and no loss or corruption of documents or data.
- f. Ensuring that full documentation needed to operate, maintain and develop the new toolchain is provided.
- g. Reporting to the RPC and IETF LLC as required.

The Dedicated BA/PM will work an average of 20 hours per week on the SOW, with allowance for paid time off as agreed between AMS and Dedicated BA/PM.

The Dedicated BA/PM will travel to meet with RPC staff at their ordinary place of work, as reasonably required for the delivery of this SOW.

2. Practices. AMS agrees that all specifications and documentation it develops in connection with the Services will meet a commercial standard of quality, including but not limited to the following attributes of quality:

- fully maintained version repository with consistent increments of design documents;
- high quality documentation.

AMS agrees to use any version repository specified by IETF LLC and any issues tracking system specified by IETF LLC.

3. Acceptance. AMS will promptly provide IETF LLC with the most recent version of a deliverable upon completion. IETF LLC will evaluate the deliverable to determine whether it conforms to the agreed upon requirements and will provide a written notice to AMS of its acceptance or of the deliverable's nonconformity specifying why and how the deliverable is not acceptable to IETF LLC. If AMS fails to provide a proposal for a solution, in writing, within thirty (30) days, and remedy the error or deficiency within sixty (60) days of initial receipt of a notice of nonconformity from IETF LLC, IETF LLC may hire a third party to remedy the error or deficiency and subsequently IETF LLC can terminate this SOW.

4. Management. The Dedicated BA/PM will report directly to the IETF Executive Director, who will be generally responsible for overseeing their performance under this SOW and providing related instructions and feedback.

AMS may refer to certain RFC documents published by the IETF Community as a reference and guide to the intended nature of certain Services where relevant, but any instructions, interpretations or directions provided by the IETF Executive Director shall supersede the content of RFCs for the purpose of managing AMS's performance of the Services under this SOW.

During the term of this SOW, AMS shall keep the IETF Executive Director informed of the status of the Services. Notwithstanding the foregoing, AMS is solely responsible for



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fulfilling its obligations under this SOW, and the IETF LLC designees will not be responsible for completing any work hereunder or for checking or validating AMS's work.

5. Key Personnel. The following individuals are Key Personnel as described in the Agreement for purposes of the Services described in this SOW:

Jean Mahoney - Dedicated BA/PM

IETF LLC and AMS agree that these Services are very specialized and in the event of the Key Personnel identified in this SOW terminating their employment with AMS and no suitable replacement being available following the process set out in the Agreement, then this SOW would automatically terminate without penalty.

6. Fees: The Agreement and IETF LLC policies shall dictate the terms of payment and reimbursement for expenses.

AMS will perform the Services for a monthly fee of \$

IETF LLC will pay reasonable travel expenses, as agreed in advance with the IETF Executive Director.

To the extent IETF LLC and AMS wish to change the scope of the Services and deliverables, the parties will agree in advance and in writing to such changes in scope and any additional fees payable for such Services or deliverables, if applicable.

7. Term: This SOW shall be effective as of 1 July 2022 and shall remain in effect until 31 June 2024 or an earlier date as determined by the IETF LLC should it deem the SOW complete or if it deems that significant change is required to the overall RPC tools modernization project. IETF LLC and AMS may agree in writing (email to suffice) to extend the term of this SOW for an additional period. In the event the term of this SOW extends beyond the term of the Agreement, the terms and conditions of the Agreement will remain in effect for the benefit of this SOW only.

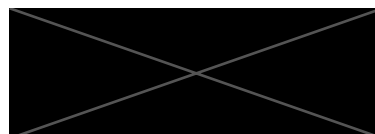
All of the terms, covenants and conditions set forth in the Agreement are incorporated herein by reference as if the same had been set forth herein in full.

IETF LLC



By: Jay Daley
Title: IETF Executive Director
Email: exec-director@ietf.org

AMS



By: Kirsten Machi
Title: Owner
Email: kmachi@amsl.com



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Statement of Work #3 - RPC Internal Tools Modernization Support

This Statement of Work #3 (“**SOW**”) is entered into effective as of this 1st day of July, 2022 (the “**Effective Date**”) by and between **AMS** and **IETF LLC**. This SOW is incorporated into, and forms a part of, the **Agreement**. Any term not defined herein shall have the meaning ascribed to it in the Agreement. This SOW must be signed by both parties to be effective.

1. Description of Services. AMS agrees to provide the services described below (collectively, the “**Services**”) to IETF LLC.

A Dedicated Support to the RPC Tools Modernization Project (“**Dedicated Support**”) whose responsibilities include but are not limited to:

1. Ensuring the RPC requirements are accurately documented.
2. Coordinating all RPC resources required to deliver this project.
3. Ensuring that tasks assigned to the RPC in agreed project plans are completed as required by those plans.

The Dedicated Support will work an average of 10 hours per week on the SOW, with allowance for paid time off as agreed between AMS and Dedicated Support.

2. Management. AMS will be generally responsible for overseeing the performance of the Dedicated Support under this SOW and providing related instructions and feedback.

The Dedicated Support’s primary contact at the IETF LLC will be the IETF Executive Director.

AMS may refer to certain RFC documents published by the IETF Community as a reference and guide to the intended nature of certain Services where relevant, but any instructions, interpretations or directions provided by the IETF Executive Director shall supersede the content of RFCs and control for purposes of AMS’s performance of the Services under this SOW.

During the term of this SOW, AMS shall keep the IETF Executive Director informed of the status of the Services. Notwithstanding the foregoing, AMS is solely responsible for fulfilling its obligations under this SOW, and the IETF LLC designees will not be responsible for completing any work hereunder or for checking or validating AMS’s work.

2. Key Personnel. The following individuals are Key Personnel as described in the Agreement for purposes of the Services described in this SOW:

Jean Mahoney - Dedicated Support

4. Fees: The Agreement and IETF LLC policies shall dictate the terms of payment and reimbursement for expenses.

AMS will perform the Services for a monthly fee of \$



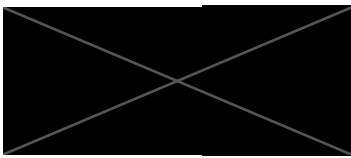
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To the extent IETF LLC and AMS wish to change the scope of the Services and deliverables, the parties will agree in advance and in writing to such changes in scope and any additional fees payable for such Services or deliverables, if applicable.

5. Term: This SOW shall be effective as of 1 July 2022 and shall remain in effect until 31 June 2024 or an earlier date as determined by the IETF LLC should it deem the SOW complete or if it deems that significant change is required to the overall RPC tools modernization project. IETF LLC and AMS may agree in writing (email to suffice) to extend the term of this SOW for an additional period. In the event the term of this SOW extends beyond the term of the Agreement, the terms and conditions of the Agreement will remain in effect for the benefit of this SOW only.

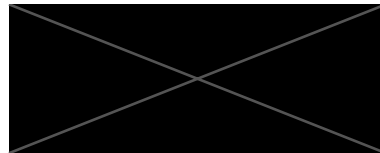
All of the terms, covenants and conditions set forth in the Agreement are incorporated herein by reference as if the same had been set forth herein in full.

IETF LLC



By: Jay Daley
Title: IETF Executive Director
Email: exec-director@ietf.org

AMS



By: Kirsten Machi
Title: Owner
Email: kmachi@amsl.com



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Statement of Work #4 - RPC Community Engagement

This Statement of Work #4 (“**SOW**”) is entered into effective as of this 1st day of July, 2022 (the “**Effective Date**”) by and between **AMS** and **IETF LLC**. This SOW is incorporated into, and forms a part of, the **Agreement**. Any term not defined herein shall have the meaning ascribed to it in the Agreement. This SOW must be signed by both parties to be effective.

1. Description of Services. AMS agrees to provide the services described below (collectively, the “**Services**”) to IETF LLC.

Regular engagement with the IETF Community on topics related to the policy governing the RFC Series, the operational practices of the RPC, the tools and experiences of I-D authors, and non-IETF access to and consumption of RFCs. This engagement will include participating in the RSWG and other groups and programs as required.

It is expected that delivery of this SOW will require an average of 10 hours per week of work by one or more members of the RPC staff, in total.

2. Practices. All engagement will be timely, professional and comply with the IETF LLC Code of Conduct and relevant RFCs governing the role of the RPC.

3. Fees: The Agreement and IETF LLC policies shall dictate the terms of payment and reimbursement for expenses.

AMS will perform the Services for a monthly fee of \$

To the extent IETF LLC and AMS wish to change the scope of the Services and deliverables, the parties will agree in advance and in writing to such changes in scope and any additional fees payable for such Services or deliverables, if applicable.

7. Term: This SOW shall be effective as of 1 July 2022 and shall remain in effect for the term of the Agreement.

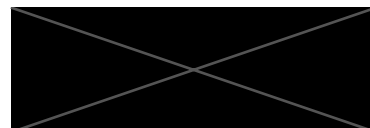
All of the terms, covenants and conditions set forth in the Agreement are incorporated herein by reference as if the same had been set forth herein in full.

IETF LLC



By: Jay Daley
Title: IETF Executive Director
Email: exec-director@ietf.org

AMS



By: Kirsten Machi
Title: Owner
Email: kmachi@amsl.com