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Gina Bartlett: Okay. The proposed version to replace the previous is the activation allocation and maintenance of a registered name to identify the registered name holder to the Registrar and, if applicable, Registry. And two, provision of domain name services to the registered name holder subject to applicable terms and conditions posted by the Registrar, including applicable policies from the Registrar and Registry.

Gina Bartlett: So, Alan were you going to explain it Kristina said? Or somebody - (Matt) - was it (Matt)? (Matt) was going to explain it.

Matt: It's (Matt Azgraff) for the record. I was nominated. Yes, I mean it - we really tried to just simplify it, frankly. And get it down to the core purpose, which really is to identify who is the registered name holder and where the benefits or the rights, whatever you want to call them, flow to.

So, who is the beneficiary of all of the things that are outlined in the (registry owned) benefits and responsibilities. So, that's why we took out the specific

language and made it - tried to make it more generic. But, we're happy to hear your feedback.

Gina Bartlett: Stephanie thanks.

Stephanie Perrin: Thanks. Stephanie Perrin for the record. Not to be a privacy nerd or anything, but it seems to me that the function is to allocate a registered - allocate a name to a - a name holder. Not to identify. My - I mean, you know, flags go up when I see the word identify. Because we would not like to preclude the possibility of pseudonymous, (not) accountable registrations.

So, hauling out the word identify in such a prominent place as - the primary purpose is the activation and allocation maintenance to identify the registered? No, the purpose of gathering the data is so that somebody can use a domain and that somebody has to be accountable, but not by - not through identification. Thanks.

Gina Bartlett: Thanks Stephanie. I have Amr and then I'll come to Kavouss.

Amr Elsadr: Oh, thanks. This is Amr from (the MTSG). I think this new language would be okay as an additional purpose. I don't think it should, or could, replace Purpose A in any way. I'm a little less concerned to be honest about identifying this context because it's only in the context of the registered name holders chosen Registrar and Registry.

So, I guess the name holder has selected this gTLD. But, yes, I don't think this should replace Purpose A. I think it's completely different and - sure. Good. Thanks Alan.

Alan Woods: Alan Woods back. Just on that point. Could you tell me what, then, you view as being Purpose A versus this Purpose? And I mean, what's the difference? What are we trying to achieve in both of them then?

Amr Elsadr: Purpose A to me establishes a name holder's rights based on the contractual agreement they enter into with a Registrar. So, no the first - no the actual - not the redrafted version - not the new one. So, the original one establishes the right that result from a name holder entering into a contractual relationship with the chosen Registrar. The new one doesn't satisfy that purpose in my view.

Gina Bartlett: Thank you. I've got Kavouss and then Milton.

Kavouss Arasteh: Thank you (Gina). I don't know what happened during that 10 minutes that everything is upside down. (Be) the tracking of the right of registered name holder, right of use or collection, right of transfer, right of disclosure, and so on and so forth.

And now we're coming to something - activation, allocation, and maintenance of registered name. Is that all we're talking about? We were talking about the rights of registered name holder. Whether it allows that information be collected? Whether it allows that information be transferred, disclosed and even retained more than a certain time and so on and so forth.

But all of them disappeared. What happened? Who's drafting this innovative text? Totally ignoring the right that we were mentioned. Always in the GDPR we talk about the consent of the name holders and just the name holders to do so and so. But all of them are disappearing. So - and for the time being I cannot agree with this new text at all.

Gina Bartlett: Marc, are you going to respond?

Kavouss Arasteh: Unless you add somewhere when you're talking about this - you inject the word rights for collection, rights for transfers, rights for disclosure and so on and so forth. If these rights are not there, this serves no purposes. I don't know who (has the office) and in the benefit of whom. It is not benefit of the registered name holder at all. Thank you.

Gina Bartlett: Thanks Kavouss. Marc did you want to respond briefly?

Marc Anderson: Thanks, yes. Marc Anderson. I'll try and respond to that. You know, I think what (Matt) said at the beginning is, we're trying to simplify what we're doing here. I mean, keeping in mind, this is a PDPR and GDPR and processing under GDPR. It's not a PDPR on the rights of the registered name holder.

And so, we tried to take that out of the purpose all together, not to remove any rights that the registered name holder may have. But, instead, to reflect just what the processing activity is that we're talking about here. And the processing activity is the activation, allocation, and maintenance of a (unintelligible) to a registered name holder. You know, any discussion about what rights, you know, are conferred with that is really, you know, that's a discussion for another forum.

Gina Bartlett: I've got Milton ahead of you Amr.

Milton Mueller: Yes, so, I think that was the point I tried to make in the original language was that we were not writing a registrar's or a registries' contract for them. We were trying to identify what data elements would be required for the registered name holder to establish and exercise various rights that they might have in the domain name.

So, if you focus on the data elements, then the original language does a much better job of it then the modified version that's being proposed -which is straining so hard to avoid the notion of registrant rights in a way that is almost comical and is beginning to trend on twitter - that it misses the whole point. As Stephanie pointed out, the point is not to identify the registered name holder to the registrar. That doesn't help them establish any activities.

What data is needed when you transfer domain? How does your new definition deal with that? What data is needed when you - when you - in

order to ensure that the domain holder can actually use the domain? Your exercise - your proposal doesn't answer that question.

It just says, we're going to identify who the registered name holder is. Well thank you very much. That doesn't do very much. So, I understand, you know, that we do need to focus on the data elements and that's exactly what we're trying to do. But I don't think you did it.

Gina Bartlett: Amr?

Amr Elsadr: Thank, this is Amr again. Yes, I had a quick follow-up to what I originally said and Marc's comments, actually, I think provide a segue to that. I think the original Purpose A is very appropriate from the perspective of processing activities from an ICANN perspective. Because this is an ICANN Purpose. The new contracted Party House version I think, would be appropriate as a purpose from a contracted party perspective. Because it reflects more the operations and business needs on their end. But it doesn't reflect what an ICANN Purpose is.

I think the original ICANN - the original Purpose A is a better reflection of a Purpose in the ICANN context.

Kurt Pritz: This is Kurt. Can I just - as to a point of order - when you say original, are you referring to the first language at the top here?

Amr Elsadr: Yes, (unintelligible) again, yes, I do. The Purpose A - whenever I said Purpose A, I was referring to the first one - the one on top and the new contracted parties Purpose would be the one on the bottom.

Kurt Pritz: Okay. Just to make a point. The original writing was in the original Temp Spec which was - we thought very vague - and then we upgraded it to something that we still thought was vague. And then this Purpose was written so, now the final - I want to say two things. One is the newest Red

version here is probably closer in specificity to the first two versions. So, not a radical departure from there.

And second, you know, if I'm going to take the next step and decide which data elements are required, I'll probably get to the same answer with either one of these. So, you know, we got to this place because a small group created this Purpose in Black up here which is our third version of this Purpose.

But I want to try to get us focused on, you know, what gets us to the needed data elements and see if we can reach some sort of compromise there.

Gina Bartlett: Go ahead, Margie.

Margie Milam: Hi. I actually agree with everything Milton said and Amr said on this. I think they're exactly right.

Gina Bartlett: (Unintelligible).

Alan Woods: This is Alan Woods (unintelligible). I just wanted to thank Amr for that because (unintelligible) actually answered the question of what purpose would - oh, gee, purpose - what would be served by having separate ones and I think the identification of two different parties having, you know, similar, but still new (DBGs) (unintelligible). From my point of view, I'm happy with that, obviously subject to disagreement. But, yes. Thank you for that. I appreciate it.

Gina Bartlett: So, I'm sorry Alan. Are you saying that you would propose that there would be the Purpose A and then there'd be a separate Purpose which would reflect the new CPH language? Okay.

Alan Woods: I'm agreeing with...

Gina Bartlett: Alan G?

Alan Woods: I'm sorry. Yes.

Gina Bartlett: Alan G, are you up and then Kavouss.

Alan Greenberg: Thank you. I think we're coming to closure on this that the new Red one is interesting, but it's not the same one. And, you know, we can still consider tweaking the words, but I think the first one is pretty clear and moderately accurate. You know, I could agree with Kavouss that saying omit the policies of the registrar because perhaps that is a replication of the reference to the terms and conditions. But the rest of it, I think, reads well.

Gina Bartlett: Kavouss.

Kavouss Arasteh: Yes, (Gina) before the break - ten-minute break - there are two general comments. One, was made by me that I think there is a repetition in the paragraph on second, if I remember, and changing (Registrar)'s ability or some other thing. But the new text has nothing to do with the previous text.

Perhaps new text may be a Purpose A (unintelligible) to be added and so on and so forth. It has nothing to do with that. We are talking of the right of the registered name holder. What right do they have? They have the right that we should give consensus - or consent that data will be collected should be consent (unintelligible) if data be released and so on and so forth.

And all of those situations transfer from one registry to (unintelligible) to other (unintelligible). All of them is clearly mentioned in current text in point one to five. But there is nothing from one to five here. Here, maybe an addition is complimentary. I have no problem. If you think that the Purpose A is not sufficient, you will need a Purpose A-1 or (A-preen), or (A-Bs), I have no difficulty, but these are two separate things. Activations and this has nothing to do with the rights. Legally, totally different things. Different issues.

Gina Bartlett: Thank you. Alan.

Alan Woods: Thank you, Alan Woods. Yes, no I completely agree that this has nothing to do with the rights. What we're trying to establish here are, the steps which we need to take in order to justify the processing of data. So, I'm just - I don't want to repeat what Marc has said already on that, but I agree. It's not about the rights. It's about us laying down the ground rules for the processing of data and ensuring that we are legally covering all bases. So.

Gina Bartlett: Okay. So, I need just to talk to Kurt for a minute. So, you can just talk amongst yourselves. Okay. Emily are you ready? Or do you need a minute? Okay, we were just observing that there seems to be a lot of support in the room for the Black text and articulating the rights. And so, they're over - (Emily)'s ready to speak to that.

Emily Taylor: Thank you for giving me the floor. It's Emily Taylor. I'm just trying to help to articulate the real difficulties that the current text as drafted - not the concept necessarily - presents. Black text. The Black text.

Okay, so we're speaking to the Black text. At the moment, we have a list of five things that look like an exhaustive list. So that's it. If it's not on the list it's not a right. If it is on the (Red) list it is a right. I think I got that.

Okay, maybe the applicable terms and conditions might deal with that, but - sorry, we have a mix - sorry - let me start again. It's presented as an exhaustive list and it should be a non-exhaustive list. So, wording such as including or such as or (so on), so those (scope) for more or different. Okay?

Two, each of these lists, each of these things, there are many exceptions to. Even things that seem straightforward like transferring, renewing, restoring - in certain circumstances those rights will not be - those options will not be available to a registrant.

And the main thing, the reason why we ended up with the very hastily drafted wording in the Red text is that we were trying to get back to answering the question, which is what data is needed? Yes. For what purpose? And actually, the purpose - the essential purpose is actually getting a domain name allocated to have it maintained, to have it used.

So, totally recognizing and respecting, first of all the work that has gone into drafting the Black text, and the fact that it resonates with many people around the room. And it is not, in any way, to characterize our objections as saying these things aren't allowable to registrants, because, quite clearly, they are. But there are exceptions to everything.

These are not the only things that a registrant may do, and it has nothing to do - you know, we should be trying to get back to the data protection purposes and that helps us go through our exercise that we also - we were doing.

So, I hope that that helps to explain where we are coming from.

Gina Bartlett: Thank you Emily for that. James, did you want to elaborate?

James Bladel: No. I think Emily is - I think Emily is capturing it very well. It's that the problem with the list is that there are things missing from the list. And also, the things on the list are not always on the list. So, I think the point of our Red language is, do we need a list?

If those two, you know, factors are consistent - and again, this is - and I'm trying to find an analogy. You know, if you have a driver's license - and I'm sorry, this is sort of US-centric - it doesn't talk to you about where you can and can't go in a car. It just, essentially, says you have a license, this is who you are and you can drive a car.

It doesn't then go into what type of car you have and what you do with it. And I think that's where we're going back to. What is the purpose of having this data and what purposes and functions are we trying to provide? So, I think that is the key, you know, from our perspective. It is overloading this Purpose with, perhaps, noble, but frankly irrelevant other aspects of what it means to be the registrant of a domain name.

And I think this is captured in some ICANN Agreements too. The registrant is the beneficial, you know, user, end user of a domain name and is legally responsible for its use, you know. So - but that's kind of where I think everything is stemming from - this discomfort about coming up with a laundry list of rights.

Gina Bartlett: Right. Well it sounds like, more specifically that there's exceptions to the list and then there's - it's not comprehensive. It's not exacted. So, can I encourage - I'm going to - I'll come - I'm going to go Milton and I see Stephanie. Or, Milton, Alan, Stephanie I think was the order.

Can I just ask - because I know, like, Milton, you mentioned you liked having the rights out? I know Stephanie - a number of you mentioned that you liked having the rights listed. When you make your remarks, if you still support that, can you try to address the concerns around the need for the list. The list not being comprehensive and then the exceptions within those rights? Any suggestions for how to manage those issues. Milton, Alan, Stephanie.

Milton Mueller: Yes, so if, indeed, the problem is the specificity of the list and the problem of the exhaustiveness of the list, then what was wrong with the original statement of the Purpose, which is the first sentence up there? Establish the right to the registered name holder and the registered name and ensuring that the registered name holder may exercise its rights. What was wrong with that?

Well what we were told was wrong with it was that it didn't specify what the rights were. So, we came up with a list of rights. If you don't think we need the list, I'd be okay with the original Purpose language and just, you know, keeping that first sentence in there.

The question is, do we, you know, I found it useful in terms of thinking about what data is needed, to break down those. Because it seemed to us, in particular when it came to transferring and choosing registrars that there were specific data elements that might be needed that you otherwise wouldn't - you wouldn't need just to register the name. So, that was the motive for having the list.

And I don't think it matters if they're - in some corner cases - there's additional - you know, there might be other rights or those rights might not exist, because then you don't need the data, right? So, you don't need to worry about it.

Gina Bartlett: Thank you Milton. Alan, Alan G. Stephanie and then I see Margie.

Alan Greenberg: Thank you. I tend to agree, as was pointed out by Emily that this might not be an exhaustive list and therefore - a for example, or something like that, would be quite appropriate. I'm not at all worried about the Edge Cases. They may not be Edge Cases, they may be significant rights, because that was the reason.

I think that the subject too, was put in. So, a registrant has the right to renew, you know, when the domain is still active. The registrant (unintelligible) has the right to renew after. But it's subject to specific rules and regulations, part, some of which are set by ICANN and I, you know, we almost might want to add ICANN Policies there in addition to registrars-registries. But registrars may have their own - as do registries have their own - rules.

And so, I think that covers all of those specific cases. That yes, you cannot transfer a domain at a certain time in its life and you cannot - you know, there's all sorts of things you can't do. But that's all covered in the various policies and terms and conditions. Thank you.

Gina Bartlett: Stephanie Perrin:

Stephanie Perrin: Stephanie Perrin for the record. I just wanted to remind everybody that the reason we are pulling (either) one of them, the registrants rights and the - looking at it from that person's point-of-view, is we are actually coming up with purposes for the application of Data Protection Law which is explicitly an attempt to rebalance the power dynamics between very powerful actors in an information society and individuals who are seeking to participate in it. And, this is at the fundamental level that someone is trying to register a domain name and participate on the internet.

So, pulling out their particular rights, I agree obviously with Milton that we could have let it go at the first paragraph and done without the list of rights. But, if you are going to have a list of rights, those are the key ones that impact the individual who is seeking to participate in the DNS.

And that's the perspective that you have to bring to this. And yes, there are responsibilities of that individual. But this is not the place where that would be detailed. I forgot to mention my strenuous objection to the concept of updating contacts. I mean, that goes without saying, under Data Protection Law, that the data should be accurate as necessary, as is required, for the functioning of the service. Thanks.

Kurt Pritz: This is Kurt. I'm sensitive to the readers of our document that many people will be reading it after we're done with it and I remember the first time we read the Temporary Spec, we read this Purpose and we just kind of said, "What the heck does that mean?" Then we sorted through it and then we improved

it a little by changing to the first sentence here. But then some of us still said, "What the heck does that mean?"

So, just imagine what the Nouveau reader will think. And so, I think that a list, whether illustrative or most important, or any sort, provides information for the reader who won't be up to the latest ICANN (Arcania). So, I think it helps make it clear.

Gina Bartlett: James, I'm back to you and, yes.

James Bladel: Hi, James speaking. So, if we were to go back to the first part of the Black language, just establish the rights and drop the - the shopping list down below - then we would also need to incorporate the idea of activation, allocation, and identification, I think.

And I think that maybe we're getting somewhere if we were to say - and I'm drafting from the hip here so just kind of, you know, give me a little grace (Gina) - is if it said something like - to activate and allocate to an established or an identified registered name holder and - oh, sorry, to activate a registered name and allocate to an identified registered name holder, and ensuring the rights - and then not going into the long list, but essentially saying - and ensuring that the rights applicable under the Terms and Conditions of the Registrar, the Registry, and ICANN Policies - something, something, something.

So, does that make sense where it's like, we activate the domain name. We identify the (Registrant). And then we establish the rights as provided for in the Registry Agreement, the Registrar Contract, and ICANN Consensus Policies. So, it's kind of this three-step dance. Is that getting closer to what you're talking about Milton? Because we're going back to your first sentence here of establishing the rights, but we're incorporating - we're merging it with activation, allocation, and identification.

- Gina Bartlett: So, can I just clarify with you James? I know you're working off the fly. So, you're suggesting in it, with the Black language, dropping the list. But then introducing the activate - activate and the allocation language and then establish the rights? Is that roughly what you said?
- James Bladel: Yes. I'm tripping all over myself. But, I'm going to write something up here and we'll get it up on the screen.
- Milton Mueller: Just make sure that it includes (porting) the name from one registrar to another. Because that's not mentioned in your new version and it's critical to the data that's needed, isn't it?
- James Bladel: Well lots of things are critical. Like, for example, nothing on here about name server updates, but that's critical to using a domain name too. There're so many things that we - I mean, if we go down that road, then I think that there's really kind of, we're going to be on Right number 27.
- Milton Mueller: Well that's why, you know, the rights we did list were very general. Very generic. Exclusive use and benefit to transfer, renew and restore...
- James Bladel: Surprisingly not generic enough.
- Gina Bartlett: Okay. Kavouss has been waiting. And then I've got Alan W. Marge are you in the queue? Okay. Great. So, I've got Kavouss. Thanks for waiting. Then Alan W. and then back then to Margie.
- Kavouss Arasteh: Yes. It seems that we missing some points. What you are agreeing to do? Are we discussing about the registered name holder itself? If that is the case, all those rights already mentioned or referred to in various articles of GDPR and to some extent - to some extent - in the temporary (specifications) such as in Section 7 requirements applicable to Registrar only in talking about that.

Or what we say here, the purpose of ICANN to establish (discharge) or establish (distillations). If this is a purpose of ICANN and ICANN establishes the when, how, and (unintelligible) where it goes. ICANN may not establish it at all. Or may establish it within two years. I don't know when establish is (unintelligible).

So, I think the way - the approach you are taking seems not to associated with the issue under discussion. So, before entering into discussions - are we discussing the registered name holder's rights or not. If yes, that has nothing to do with the Purpose of the ICANN to establish that. It is already established or referred to in various articles up to Article 96 of the GDPR and we have to pick it up and put them together an idea on that - and put it under the appropriate chapeau.

But starting this sentence, even I agreed with most of it, saying establish the rights (unintelligible) establish where to put it. It should be linked to the (temporary specifications), which I hope after eight months, or nine months, or whatever - before 25th of May 2019, becomes a definitive specification. I think you have to be quite clear. It is not clear. The (unintelligible) who drafted A and drafted the new one, they may miss point. They are not linked together. Thank you.

Gina Bartlett: Alan W. thanks for waiting.

Alan Woods: Oh, not at all. Thank you. Alan Woods (unintelligible). I don't want to go to - my point may be already taken over by the fact that James is working diligently on his (compromise) (writing), but, you know, I think what you are doing is a conglomeration of Amr's actual point there as well. That, you know, I think we can agree that there are two separate purposes here.

I don't have any issue with the first line, really, of Purpose A as it's written. I agree that there are difficulties with the enumeration and I agree with Stephanie and I agree with people on that one.

I think it's just from looking at it from a registry, you know, and dealing with data on a daily basis in order to do the job, which we are expected to do - it was just that Purpose A does not necessarily - well, Purpose A as it was - does not necessarily allow us the leeway in order to process the data in the manner in which we do, which we believe is legitimate.

Therefore, it's, you know, the intention behind - I suppose - having a second possible purpose, which now is trying to worked into the single purpose again - was again, to allow us to continue on doing that what we do on a daily basis. It's not to take away from the concept that Milton, and Stephanie, and Amr are talking about. That is the right of the registrant in the registration of the registered name. It's just that we needed to enable ourselves as well in order to do those elements and those data processes in order to achieve the registration of the domain and the maintenance of that domain, which then supports, of course, the rights of the registrant. Or the assertion, should I say, of those rights.

So, and I'm just talking now to give James lots of time. But, I think there is, you know, there are two definite purposes here. But there is a way of mixing the two and James is magically going to come up with it right now.

Gina Bartlett: So, I have others. I'll go to Margie.

Margie Milam: I agree with what Milton said again. I mean, I do think that adding the transfer is really important. And the reason we're delineating is to make sure that we collect the right data to suit the purpose. So (unintelligible).

Gina Bartlett: Is that it Margie?

Male 1: Can I ask a quick follow-up question of Alan?

Gina Bartlett: Sure. And then I'll go to Alan G..

Male 1: So, when you say the list would constrain you from doing things you need to do - could you be more specific what happens?

Alan Woods: So, Alan here, not that it would constrain me. It's just that, again, there's no - in the way that it was originally written - there was no concept of the data processes that we, as a registry, would be - for instance to apply the terms of our Acceptable Use Policy. That would not be under that Purpose. And that was the only Purpose within this particular group of Purposes that we've come up with that, you know, that people were relying upon.

And if we're stating what the Purpose is of processing of data is - that does not - you know, I'm sure somebody could work it in and say, "Well there's a way of doing it with that". I don't want that. If we're having a conversation about setting legitimate purposes for a registry to use, for instance, data - personal data in order to enforce the terms of my AUP or to apply the terms of my AUP, I want it to be a bit more clear in the language. I'm not hedging my bets that it could potentially come from that.

So, let's get the clarity because clarity is what the DBAs would look for in that.

Gina Bartlett: Okay. I'm going to go to (Alan G). Thanks for waiting. And then I think James, maybe you're - I'll come back to you next.

Alan Greenberg: Thank you very much. Alan Greenberg. I think, although, as I said before, and several of you have said - the list may not be complete and we should have, you know, what I'll call weasel words to say it's not complete. Some of the items there are really critical.

I mean, if you look at the word restore, that's something that's done at the registry level potentially after a name has been deleted by the registrar. You know, those are concepts that are not normal registrar activities, but they are covered by the various policies that govern this. Renewal has a lot of ifs,

buts, and ands associated with it and therefore, it's really important to capture some of these words.

Now whether it's a numbered list or, you know, a sentence with a bunch of commas in it, I don't think we want to lose all of those concepts. Even if we know that it may not be a complete list, then we can cover that easily with some words. But, omitting them, I think, is a critical mistake. Thank you.

Gina Bartlett: Thank you Alan G.. So, James, you are actually next up. We have the language and could you please speak to (Alan)'s point around putting a "for example" or something, so that, because it seems like there's a lot of support in parts of the room for having the rights. You know, trying to be respectful that it's not exhaustive.

James Bladel: Sure. James speaking. And to (Alan)'s point about, for example, renewals and he mentioned earlier we worked for two years on a policy that governs all of the Edge Cases and all of the terms and conditions around surrounding the ability to renew and restore and what the obligations of registries and registrars are and what the avenues are for a registrant. And I think that similarly can be said for Transfer.

There is an ICANN Policy - in fact there were six Transfer PDPs that developed ICANN Policies governing the rules and conditions and obligations of registrars and registries regarding transfers. So, I believe, for example, Right number 2 - if you look at what we have in the Blue text, the last line is an ICANN Consensus Policy - it should be Policies, but Policies - it's in there. Transfers are in there. Restores and Renews - they're in there.

You know, a UDRP, it's in there. ICANN Consensus Policies cover everything that's on list one through five and more. So, I don't see us as taking off the list, I see us as not specifically enumerating the list, but instead -- and, by the way, future proofs the list. So, if we develop a policy tomorrow that says every registrant gets a puppy, that can be number six. Okay.

So, I hope that answers the question, is that rather than listing out all of the things which then beg the question of what are all the exceptions to all of these rights, we can say and subject to Registry and Registrar conditions and ICANN Consensus Policies that - I know it's a vague catch-all, but that bucket is pretty big and that ocean covers a lot of these Use Cases. In fact, you could argue that it covers all of the use cases we've had up until May 25th of last year.

So, but I - what was the other question (Gina)? I just...

Gina Bartlett: You've...

James Bladel: That was it? Okay. So, I - the previous version was a little cleaner, but I was getting some concern that it was reading very roughly and so I put up this one with the numbered bullets. But I'm not, you know, emotionally invested in either version at this point. I'm just trying to separate the three functions. Activate the name. Allocate it to the Registrar. And then establish the rights of the Registrant subject to all the (Ts) and (Cs) we have as the Caboose of the train there at the bottom. Thanks.

Gina Bartlett: I have Amr, Marc A., Milton and Kavouss.

Amr Elsadr: Thanks. This is Amr from the (NCSG) and yes, I think folks have put up pretty compelling reasons why it may not be a good idea to list the rights the way we have been. And I don't mind reverting back to the original version of this. I still think the new James version represents more Registrar - yes, the new King James version - it is more representative of contracted party purposes.

I'm not sure if identifying a registered name holder for any - is an ICANN purpose in any way. I think this is something that came up during the LA Face-to-Face. I wasn't there, but I tried to keep up with the (recordings). So

- but I can see why it might be something that a Registrar may want to do and even a Registry in certain cases where they need to - you know, when we talked about Purpose (N) for example, there are cases where Registries would also need to identify name holders.

So, I'm fine with this as an additional Purpose and I'm also fine with reverting Purpose A, the original one, back to its former version of just the top two lines, basically.

Gina Bartlett: So, with the Black text that (unintelligible) earlier.

Amr Elsadr: Yes. The first two lines of the Black text and then the new King James version.

Gina Bartlett: Thank you Amr. Milton and Kavouss and then maybe we'll check in.

Milton Mueller: Okay, so on the Acceptable Use Policy, we did discuss that actually in the small group and we consulted with (Thomas) about it and he made the point that under, I think it was 61B Registries who needed that information about Registrant to make sure they're eligible, could request that data. And that was part of our original report. I think it's still in here on the second page.

But just to react to what both James and Amr said - yes, I don't think James, the new King James version, is not bad. If - you could either go with the dual purpose in which one is from the perspective of the name holder and another is from the perspective of the Registrar and Registry. I think that would have to be worked out.

For example, if you decide to incorporate what James did, then you would have to get rid of the repetitive language under Number three and we still have some concerns about the identification of the name holder being a Purpose, as Amr raised. So, it would require a bit more work, but we could

either incorporate them into one Purpose or we could try to have an A1 and an A2, which would satisfy both of these perspectives.

Gina Bartlett: Thanks Milton. Kavouss? And then do you have your name up (Alan G)?
Okay.

Kavouss Arasteh: Still I have some doubt that these are ICANN Purpose. It could be ICANN Purpose in the terms and in the language of the relation between ICANN and Registrar for (unintelligible) or (unintelligible) included in the Contractual Agreement. But does ICANN have a direct contact with just the name holder? Or this is through the Registrar.

So, maybe it is not ICANN Purpose. Maybe Purpose of Registrar, but not ICANN Purpose. So, I have not yet been convinced that we should put it as ICANN Purpose. Because I don't know the role of ICANN here. Does ICANN provide this right to the Registered name holder? If yes, how? How to do that?

If the Registered name holder says I don't want my information be Transferred, then what I can (does) about that. This is Registrar on that one. So, I don't understand. These are the (three, four, five) conditions we have to be quite clear who does what? If ICANN is involved it only within the Terms and Condition of the Contract it's (Registrar). That's all. But nothing else. So, we have to be quite clear about not put it as an ICANN Purpose. Thank you.

Gina Bartlett: Thanks Kavouss. Go ahead (Alan G).

Alan Greenberg: Thank you. With respect to (Kavouss') statement, I haven't thought about it a lot, but, you know, I think this is an ICANN Purpose because we require this to make sure that all of these terms can be ultimately fulfilled.

With regard to leaving off the list of names, list of rights - I tend to agree with Amr and James that they are functionally the same. But for someone who is not embedded in this business, I think adding the reasonable examples, and particularly some of those that are really important rights, I think adds something to this. It will explain to someone whether it's a Data Commissioner or someone else reading this, curious about why they are giving this data - I think it will describe the issue far better than the summary which - if you read all of ICANN's Consensus Policies you'll know what they mean - but are not at all clear to someone else. Thank you.

Kurt Pritz: So, Alan, this is Kurt. I want to channel Stephanie for a second and recall that partial lists or incomplete lists or lists that start with 'such as', are frowned on by DPAs. So, can you - but I agree in the instructive nature of some of these examples - so can you help solve that?

Alan Greenberg: I can't solve that, but since we are talking about rights of the Registrant and rights of the Data holder, as opposed to a subset of the things we may do with the data, which are a dangerous list - I think that in this case I do not believe it would be as frowned upon as that, but I am not a data commissioner nor an expert.

But given that we are sub-setting rights as opposed to sub-setting naughty things we're going to do, you know, I don't find it nearly as offensive.

Gina Bartlett: Okay. I have Kristina but your cards down. Are you - you good? Okay. So, I'm going to go to James and we're going to call and check in on a modified version -- oh you were on the list? Okay, I'm sorry, I thought you said no. Can I just say - so I'm going to go to Kristina and James and then we're going to call these two Purposes and see where people are at. Go ahead Kristina.

Kristina Rosette: Very briefly. I would be supportive of maintaining the first sentence - establishing rights of da-da-da. And then having the new James version with one caveat - namely in order to ensure that it tracks the second sentence of

the first version more closely to change as subject to Registry and Registrar Terms and Conditions. Change that to, as subject to Registry and Registrar Terms - comma - Conditions - comma- and Policies. And that way you've kind of, wrapped everything in.

And to Amr's earlier point about identifying the Registered name holder, we really struggled with trying to come up with language that would, kind of, confine that to what we really needed. And I think the identifiable Registered name holder does that.

James Bladel: Yes. So, Kristina covered in the last bit, just pointing out the distinction between Identify or Identified versus Identifiable. I know it's a nuance thing, but we're trying to keep the baby in the bathwater.

And I actually agree with, I think it's Amr and Alan and Kavouss that these are actually - you know, bullet point number one is a Registry Purpose. Bullet point number two is a Registrar Purpose. And bullet point number three is an ICANN Purpose. And I think, you know, it is ICANN's Purpose to - through its Compliance Functions - once we establish through Policies that a Registrant has the ability, or the right, or the benefit to do something. And if a Registrar isn't upholding that, ICANN Compliance does enforce that.

So, I feel like these are Purposes. Now if we want to separate them - put a little bit more space in between who's who and who does what - then I'm open to doing that. But I think we just need to be wary of making it too messy at this point. Thanks.

Kavouss Arasteh: Thank you (Gina). I was not in Los Angeles when the people tried to rewrite the situations to put it in the terms ICANN Purpose, Registrar Purpose, Registry Purpose, and (Unintelligible) Purpose; however, having established those Purpose, there might be occasions that will be Collective Purpose. It seems more than one party.

For instance, ICANN and Registrar. That's a Collective Purpose. It's not only Registrar or ICANN. Not really (but only) Registrar. (Maybe it is to both). So, we do not exclude the existence of possibility having that combined or collective or (unintelligible) or (unintelligible) or whatever you want to find a good term - a Purpose. Because it is neither the ICANN Purpose nor the Registrar Purpose (strictly speaking). Both are involved.

If you go a little further we go to also Registry, but less Registry. More Registrar and ICANN. So, I don't think anything prevent us to establish saying that. Apart from this individual Purposes for ICANN, Registry, Registrar, and (Third) Party, they are all Purposes which belong to more than one entity. And that is that. So, I think we can work out on paper something. Thank you.

Gina Bartlett: Okay. So, what we're going to do is similar to what we did on the other Purpose. I'm going to ask - I'm going to ask who, if we made the Purpose A - the first sentence of the Black text only - I want to hear who cannot live with that and -- Oh, oh, the combined? Okay. So, I'm sorry. I misunderstood you.

Okay so the Proposal that I'm going to ask if you cannot live with it is - the first sentence of the Black text combined with the Blue text. And I realize that it has to be massaged a bit because it's - it is confusing.

Milton Mueller: Can we just say that identifiable to the Registrar or Registry, not to anybody.

Gina Bartlett: Identifiable to the Regis - say that one more time Milton.

Milton Mueller: Yes, the question of identifiable to whom. So, it doesn't mean to anybody. It means to the Registry or Registrar in this context, right? Otherwise we can't live with it.

Gina Bartlett: Okay. I feel like we need the language.

Kristina Rosette: Milton correct. Identifiable to the Registry or Registrar - that's what we, when we were in our smaller group, that's what we were trying to do and we were specifically carving out to the public. That was not intended to be covered by that.

Gina Bartlett: We're going to try to type this up because there's some confusion I think.
Margie

Margie Milam: The only thing I would add to that is or ICANN. Like, if it's in some context of somehow ICANN being involved in compliance or something like that. But not the public.

Gina Bartlett: Okay. (Morika) is trying to type this up so that we have clarity amongst us.
Go ahead Kavouss.

Kavouss Arasteh: Yes. I think a small group...

Gina Bartlett: Could you please say your name before you speak.

Kavouss Arasteh: My name? My name is Kavouss Arasteh (a member of the gang). Everyone knows me, but I don't know everyone because I...

Gina Bartlett: For the record, because this is recorded.

Kavouss Arasteh: Kavouss Arasteh. If you want - from Iran. If you want - Persian - you want (one way or the other)? Date of birth and so on so forth? No, I don't want that. I don't give it to you, because I'm over 50 - (about that).

Yes. Kavouss Arasteh. I think we can create a title saying that ICANN, Registrar, Joint Purpose. And then under that, we try to come up with the solutions that address the issue. If there is a small group established I would be happy to work within that group, but not as a lead - leading that group, but

will be happy to work with that group and to come off with something quite straightforward and simple, but not (writing a book). Thank you.

Gina Bartlett: Thank you Kavouss. I think we're trying to do it in the moment just so we can continue advancing. So, let's see where we land. Okay, so what we're going to put up is an attempt to meld the ideas that folks were articulating - a number of you - based on our understanding - so that we can call it and see where you're at with this. So, it's the Red text - no wait, which color - which is it? It's the Orange and Blue text? Okay.

So, it's to establish the rights of a registered name holder in a registered name and ensuring that the registered name holder may exercise its rights in use and disposition in respect to the registered name, as subject to Registry and Registrar Terms, Conditions, and Policies, and ICANN Consensus Policies.

And then it says Activate a Registered name and Allocate it to a Registered name holder -- is that supposed to be like that? Okay - identifiable to the Registrar and Registry. It's Establish and Activate, basically. One is Establish and two is Activate. And three is Allocate. Okay.

So, one is Establish the Rights of the Registered name holder. Two is to Activate the Registered name. And three is to Allocate it to a Registered name holder identifiable to the Registrar and Registry. Kristina?

Kristina Rosette: Just to clarify that the as subject to - that full clause, was to modify all three. Not just Establish.

Gina Bartlett: The as subject to Registry and Registrar would go toward the end?

Kristina Rosette: Yes.

Gina Bartlett: Or at the beginning? Okay.

Kristina Rosette: Probably the end makes more sense.

Gina Bartlett: Yes. Okay. I'm seeing some nods. (Rika)'s fixing it. And then we'll go - we'll see if there's anyone who can't live with this revised proposal. Yes, we're waiting. It's going to come up, just a sec. That darn internet.

I tried to make an internet joke. That was - I was trying to be funny. You guys are so serious. It's good to have fun. Okay.

To establish the rights of a registered name holder in a registered name and ensuring that the registered name holder may exercise its rights in Use and Disposition in respect to the registered name.

Two, Activate a registered name. And three, Allocate it to a registered name holder identifiable to the Registrar and Registry, as subject to Registry and Registrar Terms, Conditions, and Policies, and ICANN Consensus Policies.

Okay. So, Kavouss and then Margie. And then I think I'm going to ask is there's anyone who can't live with this. Kavouss?

Kavouss Arasteh: Yes. Why we need the part in a registered name? Why we need that? In A they just said name. In an (unintelligible) of Article A, in A they just said name.

Gina Bartlett: Oh, in the first - in number one...

Kavouss Arasteh: Yes. Maybe we don't need that portion now

Gina Bartlett: Establish the rights of a registered name holder - why do we need in a registered name right there?

Kavouss Arasteh: Yes. We may not need that - in a registered name.

Gina Bartlett: Emily?

Emily Taylor: Well because I think because you see the thinking behind that is because somebody - an individual or a legal person - will have a whole load of other rights that have nothing to do with ICANN or the domain name system, or the internet or anything. They have a lot of rights. And so, we're trying to limit it down to something that is within the mission of ICANN and so - and it also reflects the sort of, the exercise that the Contracted Parties did with their other - the Red text, which is actually thinking about what are the steps needed to get a domain name on it's on the internet, if you like, working and therefore what flows is what data elements you would then be collecting and who would be doing them and for what purposes...

((Crosstalk))

Gina Bartlett: Thank you Emily. Oh, I'm sorry. I'm sorry, I thought you were finished. Margie?

Margie Milam: I was re-raising the issue I raised earlier, that it doesn't include ICANN and they identified two. And I didn't hear any opposition to that so I was just wondering why it wasn't included.

Gina Bartlett: I'm sorry. Can you clarify - I didn't...

((Crosstalk))

Margie Milam: Sure. So, where it says identify to the registrar or registry - and it would be - and ICANN, you know, if applicable. There may be a situation where a registered name holder goes to ICANN and says, you know, they lost their domain name or something and ICANN would investigate it. And so that's why I included that. I recognize it's not a public thing for the rest of - anyone else to look at.

Gina Bartlett: Does anyone have a problem with - identifiable to the Registrar and Registry and ICANN being in there? This is on Bullet number 3. It's okay? If applicable. If applicable. Okay. If applicable. Stephanie?

Stephanie Perrin: Stephanie Perrin. I originally raised my hand because this is pretty awkward now. In terms of phrasing, wording, however you want to put it. The issue of keeping the identification of the Registrant limited to the Registrar, Registry, and ICANN as parties, or as controllers or co-controllers - I mean, that is getting so messy you almost need to pull it out separately rather than list it in a paragraph the way it is just listed.

So, we've got - we're establishing the rights of the registered name and am I looking at the right one here? Yes.

Gina Bartlett: The Orange and Blue.

Stephanie Perrin: Orange and Blue. To establish the rights of a registered name holder and a registered name and surely to ensure that the registered name holder may exercise its rights.

But then in Use and Disposition in respect to the registered name, you've lost me. Like, really, you don't need all those words. May exercise its rights to use the name.

Male 1: Let me intervene here. I think that was James' attempt to bow towards our more elaboration of the rights exclusivity of use and transfer and all of that. So, I would prefer that those words stay in.

Stephanie Perrin: But it's very, very ugly and not plain language. And we're talking about Purpose of ICANN here.

Male 1: Let me agree on the ugliness. I'm sure we can make it beautiful, but we don't want to lose those concepts.

Stephanie Perrin: Okay. I think you're way better off with the foregoing list though. And then to activate a registered name. Okay, that seems clear. And allocate it - we've already allocated it, haven't we? But then identifiable to the Registrar and Registry as subject to Registry and Registrar Terms, Conditions, and Policies and ICANN. This is just like a whole string of things in opposition. It is beyond messy. It doesn't make any sense anymore. But do you agree with ditching that?

I mean, this thing has to be clear. It's a Purpose. You can't lose people along the way. I don't know why I'm intervening anymore, but really, like, come on guys, we're writing Purposes for GDPR Compliance that has to be understood by non-ICANN nerds and they are supposed to be setting out exactly why we're gathering data from a human being. Thanks.

Gina Bartlett: So, I was just going to ask you concretely Stephanie, on that last clause. Would you drop the (parens)? Is that what you're suggesting? I know that there's a larger more fundamental thing that you're raising, but would that help? Or do you have any specific suggestion, I guess, is my question?

Stephanie Perrin: I honestly think that we have wound ourselves into knots trying to get around James's distaste for the concept of Registrant rights. I don't mean to pick on James, but I don't see how we're gaining anything here by this exercise, except obfuscation. And we have spent, I don't know how many months now, where we do this to ourselves. We obfuscate so that somebody can get rid of a word they don't like and then we find that that doesn't help us reach legal compliance.

And this isn't helping us reach legal compliance, because it's not clear.

Gina Bartlett: Okay...

James Bladel: I just want to point out that I put rights back in my version Stephanie. So, I know...

Stephanie Perrin: I know, I see the words there James, but then let's - if you're willing to choke down rights, let's go back to the original formulation we had.

Gina Bartlett: Okay. I have Kavouss next. Excuse me, Kavouss.

Kavouss Arasteh: I'm sorry we cannot drop Disposition because Use is something, Disposition is another thing. Disposition needs power to the (sites) of dispose, control and so on and so forth. So, we need to maintain or retain the term and dispositions. Whoever proposed that was absolutely right. We could not drop that.

It is not only about the use, it's about many other things. Transfer and so on and so forth. That is why the term or word Disposition is necessary. We cannot drop that. Thank you.

Gina Bartlett: Thanks. I'm going to go to (Hadia). Are you - Stephanie you want to reply to that?

Stephanie Perrin: Yes. Just to follow-up. Well if you could just scroll up so that we can look at the ultimate - the previous list with our five things, right? I hate inter alia, but - and without restricting the generality of the foregoing, you could pull it and without restricting the generality - to include other potential dispositions of a domain name such as ICANN may decide.

Because I did hear somebody talking about future proofing and maybe we'll come up with new things you can do with a domain name that isn't the right to use it and benefit from it, to transfer, to renew, to restore. You know, I thought that was a pretty good list.

But you can cover future potential disposition in a clause in there, then it's so much tidier. Thanks.

Gina Bartlett: Thanks Stephanie. (Hadia)? And then I'll go back to you James.

Hadia Elminiawi: (Hadia Elminiawi) for the record. Just to speak to (Stephanie)'s intervention, I'm not quite sure what's not clear about number three. Allocated to registered name holder. I don't see where the unclear part is. Maybe it's the it. Do we need, for example, to put the registered domain name instead of it? Apart from that, I don't see where the unclarity lies.

Gina Bartlett: I'm going to go to James.

James Bladel: Thanks, James speaking. Stephanie I think you had me 100% on board, that this is ugly and clumsy and we need to work on it a little bit more. Then you dropped an inter alia on us and I'm like, well, that's kind of going in the other direction too.

So, I think the approach is to break up between - because I don't like, actually the, and I did it, so I don't like the numbered list, the bullet points. I think we say to establish the rights of a registered name holder in a registered name and ensuring that the registered name holder may exercise its rights in Use and Disposition in respect to the registered name - period. And, for a Registrar - wait, I'm sorry, I (lost) Alan here - this guy over here thinks he's a native English speaker.

And to - oh, you know, I'm open to something else here. To activate a registered name and to allocate it to a registered name holder, identifiable to the Registrar and the Registry as subject to - the rest of it.

So, I think breaking it into two - and the break point is between registered name and the second bullet point - yanking out those roman numerals and

fixing (Alan)'s grammar issue - I think that clears it up a little bit. I think - does that - oh I'm sorry, I don't want to assume. Does that clear it up?

Stephanie Perrin: I definitely think that helps. If the sentence read - and it needs a subject and a bunch of verbs - but we'll ignore the subject for the moment. To establish the rights of registered name holder in a registered name - semicolon - bullet - to ensure that the registered name holder may exercise its rights in the use (fill in) an indefinite article here - in the use and disposition of the registered name. I don't think you need in respect of - of the registered name.

Bullet. Again, another semicolon. Activate a registered name. How is that different between establishing the rights? Because do you not activate when you establish the rights?

James Bladel: No. Close. My friend Alan here is saying we actually are talking about now Purpose A1 and Purpose A2. And I think that what you just read is...

Stephanie Perrin: Purpose A1.

James Bladel: Purpose A1 and it's perfect as - so I hope somebody captured that. I think Purpose A2 is to activate a registered name and to allocate it to - and then the rest of it. Now...

((Crosstalk))

Stephanie Perrin: So, then we're enabling the name to resolve, right?

James Bladel: Right. So, here's why we're trying to capture this is because we're talking about different and discrete transactions or operations between the Registry and the Registrar. Which is the Registry is activating a name by placing it into their database and into their (DNS) zone. The Registrar is allocating it to its customer. And then all of us are doing that subject to Registry and Registrar Terms, Conditions, and Policies and ICANN Consensus Policies.

Stephanie Perrin: So, thank you. You've provided my subjects in there that were missing. So, we actually - we clarified a lot if we had the processes to establish the rights and then to activate those rights. But we've got two separate parties doing that. Now, are they always the same two separate parties? Do we need to future proof it in case somebody else is going to intervene?

James Bladel: I mean, if we potentially reclassify what Registries and Registrars do, I mean, possibly. But no, not...

Stephanie Perrin: Yes. Because I mean the average reader is not going to know that because, quite frankly, the average reader doesn't know what the Registrars do as opposed to the Resellers or as opposed to the Registries. So, you need - and then we throw in the CCTLDs just to confuse them further. So, you really need to pull those apart and then you've got yourself A and B, two nice lists.

And then you still have a problem there with the Policies and Procedures. I don't think you need that in there.

Milton Mueller: I just wanted to make that point...

Gina Bartlett: Yes, go ahead Milton.

Milton Mueller: The reason we put that in there was because we were listing the rights and being very specific about them. And so, the lawyers insisted that all of these rights are conditional upon terms and conditions. If you're not listing them anymore, I don't see why we need that qualification.

Gina Bartlett: Okay, so you're saying to drop the Terms, Conditions, and Policies - is that what - I missed that?

Milton Mueller: Of course, that's implicit in everything that we're doing here.

Gina Bartlett: So...

Stephanie Perrin: Yes, and that's why this is so crazy. We don't need this in a Statement of Purpose. We keep bringing all this baggage from ICANN to a clear Statement of Purpose. What are you trying to do here guys, is the question you're answering?

Gina Bartlett: So, I missed that because I was looking at this. So, which part are you two proposing be dropped? So, is it Part two as subject to that whole second class? Or,

James Bladel: I sent some proposed language to (Morika).

Gina Bartlett: Oh, you did? Okay. So, let me just read this Kavouss in case people can't see it and then I'll come to you. So, to establish the rights of a registered name holder in a registered name to ensure that a registered name holder may exercise its rights in the use and disposition of the registered name.

And then A2 - to Activate a registered name and Allocate it to a registered name holder identifiable to the Registrar and Registry and ICANN, if applicable, as subject to Registry and Registrar Terms, Conditions, and Policies and ICANN Consensus Policies.

That's what's there right now. I think there's a slight modification underway. And I'll go to you Kavouss while we wait.

Kavouss Arasteh: There are three actions. Establish the right. Activate the User Name and Allocate. We should list them in three different indents. But not with comma or with and - and so on and so forth. And there is no or. There is no choice. All of them should be done. First, we establish the right. Then Activate a User Name. Then Allocate and so on. All of them should be there.

But now my question is that - whose Purpose is that? Is it ICANN Purpose (still)? Or what? We have not yet resolved that. Let us talk about the sentence and then we find a (victim) for that. Whether it be ICANN or someone else. We don't know yet. But there is no or. I heard somebody say or. No, there is no or. All three are one after the other. We (put) them in three separate indents.

And when you say to ensure - before that you say that - in order to ensure. Due to the fact that sometimes there is other meaning. You establish the rights? Why you establish that? In order to ensure. Put - add in order to and after that add Allocate - Activate - and then then the last one is Allocate. Thank you. Three different actions.

Gina Bartlett: Okay. So, I think we've got the three different actions here in this revised Orange and Blue language. Kavouss you might look at this. It's not quite spoke - you know, hatched it the way you identified, but the three actions are there. Kristina, you're next.

Kristina Rosette: Sure. (Kristina Rosette). You can't - I don't think - if you're going to break them apart, as they currently are showing in the Adobe, you need to then make sure the subject to - you know, the as subject to the Terms and Conditions of the Registry, Registrar and Consensus Policies - whatever the exact language was.

You either need to have it in those parts, or you need to have a third bullet that basically says all as subject to. Because the establishing the rights of a registered name holder in the registered name and the exercise of rights in the Use and Disposition of that name, are subject to, not only the Terms and Conditions of the Registry and Registrar, but also ICANN Consensus Policies.

And, in fact, the ICANN Consensus Policies is a really important modifier there, because that's where we get into Transfer, Restoration, et cetera. So,

I really don't care which way it's drafted, as long as that and subject to language clearly applies to both parts.

Gina Bartlett: So, I guess that's the part we just took out. So, the proposal is to put it back in? Is that - that's the proposal? Okay. I'm going to call this into question with the ICANN Policy language back in. So, I don't - I don't think I can rattle that off directly, though, off the top of my head.

So, what we're going to do is - I'm going to call this into question now and then, we'll see where we're at. And then maybe we'll take a break and come back to the processing and there's a few questions on the processing and that, that we need to address.

Okay. So, what I'm going to call into question is the - so, we're looking at the Orange and Blue language. Amr one comment from you and then I think we're going to go - oh go ahead Kristina and then I'll come to you Amr.

Kristina Rosette: Just a tweak. I think - I think that as subject to - I think needs to add, like, both, each, all. Something at the beginning to make it clear that it's supposed to cover both. And then it should be subject to Registry and Registrar Terms, Conditions, and Policies and ICANN Consensus Policies. And that way, you capture everything that, A, needs (to be) captured and, B, was in the original language on the top.

Gina Bartlett: Okay. Amr.

Amr Elsadr: Yes, I think adding that part and making it applicable to both sections here makes sense. It isn't a problem. But I still have - the identifiable part is not sitting well with me at all. ICANN, if applicable. I don't think it is applicable in any sense and I don't think that we should suggest that it might be.

And in terms of identifiable to Registrars and Registries, I think there is a definite business need where they might require the name holder to be

identifiable. I don't think it has anything to do with registration data policy at all. I don't think it should be included in any policy anywhere near RDDS. I think this is something that is outside of that. And we can...

Gina Bartlett: In other words, you would drop the whole (paren)?

Amr Elsadr: Yes. And then this kind of ties into what I had also been raising in terms of concerns with Purpose (N). Because I can see where it's practical to make sure that a registered name holder - you can validate where a name holder should be able to register a name. I can see from a business perspective why a name holder needs to be identifiable from a Registrar's perspective. But it's got nothing to do with RDDS Policy.

Gina Bartlett: So, I'm not trying to - I just heard your concern. I want to just check in where we're at with this and that may be something that we register. Is that okay with everybody? I just want to check in.

James Bladel: If I could, like, I think Stephanie and Amr made that point - and I think it's reasonable. We've had some side conversations and there are - there's ways to tweak the language to address that point. We talked about, like, adding, like, or their authorized agent. Or some, in cases, like a proxy registration.

I think we've had some side conversations. I think we - we think that's a valid point. It's just we're, you know, because we're rushing here to try and get to a language. We haven't had a chance to polish that one, but I think we appreciate the point and think there's a way to address that.

Gina Bartlett: So, given that - I mean, should I go ahead and see where we're at with this? So, we can maybe - yes, go ahead Emily.

Emily Taylor: Sorry to break your flow. I just wanted to respond to Amr's question about ICANN as applicable. And this is something...

Gina Bartlett: Emily can you speak a little louder?

Emily Taylor: Yes, sorry. I just wanted to respond to Amr's query about whether their data would ever be - whether it would ever be applicable to share the data with ICANN and therefore whether we needed that language.

I think in presentations, we have learned that, you know, there are compliant actions which will require the transfer of data for specific registration to ICANN. And therefore, that's the sort of - that would be, then applicable. But it isn't a generalized transfer to ICANN. And it would also have to be subject to the Terms, Conditions, Policies and to all the Consensus Policies.

So, there's already legal framework and protections built in. I'm sorry to delay (your call).

James Bladel: Yes. Sorry. If I could just ask Emily real quick to clarify - in those situations, is the name holder - is it necessary for the name holder to be contactable or identifiable by ICANN?

Emily Taylor: I think we all recognize that this is a very large subject. And, in fact, many - you know that the - sorry - okay. We can -

Gina Bartlett: Okay. Was there a suggestion out of that? I'm sorry we were at the side talking over here. We had a sidebar. No? Okay. Okay. I'm just going to go ahead and - I know that this feels a little rushed and I'm sorry about that. I think - you know, we thought this language was further vetted than it appeared to be.

So, I'm just going to check in and see where we're at here and apologize if it feels far from ideal.

As subject to Registry and Registrar Terms, Conditions, and Policies and ICANN Consensus Policies to establish the rights of a registered name holder in a registered name, to ensure that a registered name holder may exercise its rights in the Use and Disposition of the registered name, and to activate a registered name and Allocate it to a registered name holder, identifiable to the Registrar and Registry and ICANN, if applicable.

So, can I please hear who cannot live with this language for the purpose of it going into the initial report? And if you can't live with it, it's important to hear why so we can document that.

(Unintelligible)? Oh, Kavouss?

Kavouss Arasteh: My question is that - if applicable or where applicable? They are two different things.

Gina Bartlett: And you would recommend where applicable?

Kavouss Arasteh: Yes. I say where applicable not if. Thank you.

Gina Bartlett: Okay. Everybody's okay.

Stephanie Perrin: I have to talk to (NCSG) about this language.

Gina Bartlett: Okay. So, let's take - they need a caucus, we need a break. Why don't we take, like a ten-minute break and we'll come back and pick up? I think we'll change it to where. Is that the proposal? Where applicable, okay. And then we'll leave this up here during the break.

Okay, thank you everybody. Ten-minute break.

Kavouss Arasteh: I hope it will be ten (Swiss) minutes, but not ten Spanish minutes. Because last time, we had 45 minutes instead of ten. Thank you.

END