ICANN Transcription
Privacy and Proxy Services Accreditation Issues PDP WG
Tuesday 20 January 2015 at 1500 UTC

Note: The following is the output of transcribing from an audio recording of Privacy and Proxy Services Accreditation Issues PDP WG call on the Tuesday 20 January 2015 at 15:00 UTC. Although thetranscription is largely accurate, in some cases it is incomplete or inaccurate due to inaudible passages or transcription errors. It is posted as an aid to understanding the proceedings at the meeting, but should not be treated as an authoritative record.

Attendees:
Frank Michlick – Individual
Justin Macy - BC
Val Sherman – IPC
Griffin Barnett – IPC
Kathy Kleiman – NCSG
Phil Corwin – BC
Darcy Southwell – RrSG
Todd Williams – IPC
David Heasley - IPC
Chris Pelling - RrSG
Steve Metalitz - IPC
Graeme Bunton – RrSG
Carlton Samuels – ALAC
Luc Seufer – RrSG
Christian Dawson – ISPCP

Alex Deacon -IPC
Don Blumenthal – RySG
Jim Bikoff - IPC
Tatiana Khramtsova - RrSG
Michele Neylon- RrSG
Susan Prosser - RrSG

Apologies :
Osvaldo Novoa – ISPCP
Sarah Wyld – RrSG
Holly Raiche – ALAC
 Richard Leaning – no SOI
James Bladel – RrSG
Stephanie Perrin - NCSG
Marika Konings

ICANN staff:
Mary Wong
Daniela Andela
Nathalie Peregrine

Nathalie Peregrine: Thank you very much Andre, good morning, good afternoon, good evening everybody and welcome to the PPSAI working group call on the 20th of January, 2015.

On the call today we have (Val Sherman), (Jonathan Stover), (Graham Bunton), (Frank Mishleke), (Dorothy Sugwell), (Chris Pelling), Steve Metalitz, (Don Winsall), (Christin Vonette), (Todd Williams), (Alex Deacon), (Luke Salsa), (Justin Macey), Phil Corwin, Kathy Kleinman, Jim Bikoff, (David Heasley) and (Makaley Neilan).

We have received apologies from (Afalda Nevoa), (Terry Wild), Holly Raiche, (unintelligible), (Dick Kleany) and (Vince Ladell). From staff we have Mary Wong, (Danielle Andel) and myself Nathalie Peregrine.

I'd like to remind you all to please state your names before speaking for transcription purposes. Thank you ever so much and over to you (Don Winsall).

(Don Winsall):   Appreciate it Nathalie. I was just going to take a quick minute here for the usual beginning (unintelligible). Folks remember to update your SOIs if necessary. I'm just taking a minute to say hello (unintelligible) but so yes maybe just to say hello I'm going to (unintelligible) phone calls.

So I'm going to sit back and work maybe be a nice change and hand it over to the vice chair of the staff. Just say first I really appreciate the way folks have tipped in or jumped in really to make this - everything seems to work when (unintelligible). That's it for me.

Steve Metalitz: Well thank you (Don), this is Steve Metalitz we're glad to have you back and look forward to your continued participation today and of course next week. So I think (Don) has already asked if there are any updates to - that people want to announce to their SOIs, just give people a moment if there are any.

If not then I think the next agenda item, you see the agenda on your screen in the upper right, is to work on finalizing the executive summary of the draft working group initial report.

That document is on your screen but I would ask staff if you could help us remember how far we got the last time. Where did we leave off on this the last about two weeks ago.

Mary Wong: Sure Steve, hi everybody this is Mary from ICANN staff and what we've been doing or what we did last week was to start going through the executive summary.

And you all have scrolling abilities on this document but what we've done here since the call two weeks ago was to put in some of the suggested edits from that last call.
And I believe we are in Section 1.3.1 up to recommendation number 12, which I have on the screen right now Steve.

Steve Metalitz: Okay and that's at the bottom of page 8 of the document and everybody as you pointed out everybody can scroll that I think.

Mary Wong: Yes thank you.

Steve Metalitz: You see the edits there on 11 and some of the previous sections. Rather than obviously people should take a look at those and if there are any concerns about them that we could - want to bring them up during this call or else on the list during the week to come.

But maybe we should continue with number 12, which we hadn't gotten to I think and that deals with a standardized form for information request and reports that should be developed to also include space for free form text.

It was also suggested that providers should have the ability to categorize reports received in order to facilitate responsiveness. We'll note these take the form of should rather than a must but I think these are guidance for - (braced) in guidance for implementation of what comes out of this working group.

So let me ask if there are any comments on this paragraph 12 or any corrections to suggest to it. Okay hearing none we'll move onto number 13, which is - I see Kathy Kleinman has her hand up so Kathy.

Kathy Kleinman: Sorry for the delayed response Steve, this is Kathy.

Steve Metalitz: If anybody wants to just raise your hand and get in the queue or if you're not on the Adobe chat just speak up, Kathy go ahead.

Kathy Kleinman: Yes, can you hear me?

Steve Metalitz: I can.

Kathy Kleinman: Okay great. So let me throw this out as a question to you and to others that the idea of a standardized form for information request. One of the things we didn't agree upon is a standardized method of delivery of that or availability of that and I was wondering if we should note that either in the text of 12 or in a footnote.

So a standardized form for information request and report should be developed. And what we're doing really is asking ICANN staff for that and suggesting that providers should have the ability to categorized reports received in order to facilitate responsiveness.

But let me ask the proxy privacy providers out there, do we want to make explicit that, you know, whether this form is available via an email, via Web site is still - I don't think we decided that or determined that but maybe we should make explicit that there is no one method of delivery of that to the people seeking it, that will depend on what the provider wants to provide at least as I remember, thanks Steve.

Steve Metalitz: Thank you, yes I don't think we made any recommendation there so if we do talk in the next section about what are electronic communications and making clear that emails or Web forms and so forth would qualify.

But if you're - are you raising the question of whether there should be some required method or it has to be this point of contact, you have to take reports, this recommendation to have a standardized form.

But you're asking whether there should be a particular method for filing such a report?

Kathy Kleinman: No I think I'm pointing out that we agreed that there is no particular method for filing it that each provider kind of gets to put their own tweak on it. But let me defer to (Graham).

Steve Metalitz: (Graham) go ahead.

(Graham Bunton): Thanks Kathy this is (Graham). I just wanted to agree with Kathy. As I understood it, which was as she just clarified that we haven't specifically put in that there should be flexibility in implementation here but I don't think that's a bad idea to do.

So that it could be an email or Web form or however that's going to work. I don't know that we have to have it in there but it seems like a reasonable approach, thanks.

Steve Metalitz: Okay so we're talking about potentially a footnote that says, we're recommending a standardized form but we're not - we're leaving it up to providers to decide whether that would be via email, Web form or similar method or that's just - I think that captures Kathy's suggestion.

She may have some additional, some different language. She's put something in the text there that would - so is there any objection to something like that as a footnote to point 12?

Okay it sounds like we've got that and we'll leave it to staff to polish up the language there and include that in the next iteration. Anything else that people want to raise about point 12?

Okay then let's move onto point 13 about forwarding or relaying. So the way this breaks down, 13 talks about what relays are required, 14 talks about there is a persistent delivery failure of electronic communications, 15 includes some definitions relevant to reveal.

That's actually, I'm not sure that that's - okay that I guess 15, with 15 we're moving into reveal but then 16 is regarding relay and reveal. So I'm not totally sure of the organization there but clearly 13 and 14 are dealing with relay and not reveal, it reviews forwarding.

So let me - let's take a look at these as I said 13 talks about what has to be forwarded and 14 talks about the situation where electronic communications fail so I'll open up to any comments on this.

Starting with number 13 about that all communications required by the RAA and consensus policies must be forwarded and then for all other electronic communications providers can choose one of the following options.

One is to forward all electronic requests received but the provider may implement commercially reasonable safeguards including capture to filter out spam and other forms of abusive communications or they can forward all electronic requests.

Again we say via emails and Web forms received from law enforcement authorities and third-parties that contain allegations of domain name abuse that is illegal activity.

So those are the two options that are presented and in all cases providers must publish and maintain a mechanism such as a designated email point of contact. The requestor is the contact to followup on or escalate their original request.

Again here we're talking about relay requests, I think it's pretty clear from the context maybe we should say that in that last bullet. So those are the - where we've seemed to reach agreement on what providers have to do with regard to relay of electronic communications.

And I did - will call your attention to the footnote that we - where we define electronic communications to include Web forms, emails and automated telephone calls and recommend a flexible implementation of the concept of electronic communication.

So that's all we're talking about here in number 13. So I'll open up the floor to any comments on this or any corrections that people wish to make. (Luke) raises a question in the chat, which I think actually is relevant to 16 about that it can be automatically forwarded.

And I think the answer to his question is yes it can be simply automatically forwarded but that actually is addressed by 16. Any other points? (Alex) I'm not - (Alex) raises a question in chat but I'm not sure what you're referring too so maybe you could clarify that.

(Alex Deacon): Yes hi Steve, can you hear me?

Steve Metalitz: Yes I can go ahead and then we'll have Kathy.

(Alex Deacon): Yes mine was more of I noticed we used in parentheses in number 14 category E and category B. It's not clear there is any context to what those are in this section so I'm just wondering if they're helpful or if they will confuse a leader who may not have been involved in this discussion - it's a small minor point.

Steve Metalitz: I think you're right those cross references would need to be cleared up but let's stick with 13 if we can. Kathy I think had a comment, go ahead Kathy.

Kathy Kleinman: Yes it looks like - thanks Steve this is Kathy. It looks like (Luke) and I had or (Chris) and I had the same question at the same time, which is what automated phone calls mean and the requirement that they be relayed.

I don't remember discussing that but if people can talk about it and let's just double check that that makes sense.

Steve Metalitz: In footnote 13 so I'm not quite sure if the working group agrees that emails, Web forms and automated telephone calls would be considered electronic communications whereas human operating faxes and non-automated telephone calls would not.

So my recollection is that we did have some objection to even though most of this is handled by email and Web forms we had some objection to being that exclusive. So that may be where that came in.

But the staff may have a better recollection than I do where this footnote 13 came from, that's the only reference to automated telephone calls.

Kathy Kleinman: Okay because let me just raise some concerns. Automated telephone calls can meet - often don't have a lot of information surrounding them. You often don't know who is calling.

Automated telephone calls just raises a whole bunch of interesting concerns to me but I'll let the providers respond as well.

Steve Metalitz: Okay Mary please go ahead on that.

Mary Wong: Yes thanks Steve and thanks Kathy and (Christin). I think Steve your recollection was correct and essentially when we circle back around to this category of recommendations the question was raised as to whether we needed to clarify or define the term electronic communications.

I believe it was agreed that it would probably not be best to have a specific definition but rather to give examples. So the examples you see on the footnote are the ones that working group members threw out during those discussions.

And I think the distinction here is between the automated and the human operated as Kathy noted. We can certainly clarify it but that was the origin as I recall.

Steve Metalitz: Okay, yes I think it is not a requirement that anybody use this method but it's simply a recognition if someone chose to use it that that would be considered from a communication I guess.

But I guess the question is it more confusing than helpful to have that reference to automated telephone calls in the footnote. So I'll ask (Graham) are you addressing - you're addressing this point 13 go ahead.

(Graham Bunton): I'm going to try. I wonder if there is some confusion around the possibilities of SMS or other sort of phone related communications because there are some systems that operate that way.

But I think automated telephone calls is going to scare some people. That's typically a bad idea and unreliable. So maybe we drop the automated telephone calls but we somehow try and keep that language open. Let me look at it and ponder for a moment.

Steve Metalitz: Okay while (Graham) is pondering does anybody else want to comment on this? So I guess the question before us is whether to just ask to drop the reference of automated telephone calls in that footnote, I think that's the only place it comes in.

Are there any objections to doing so or (Graham) do you have further thoughts on this?

(Graham Bunton): Not yet, no objection to removing automated telephone calls.

Steve Metalitz: Okay, Carlton raises a point about leaving it open to other forms of communication. It think the second sentence of this footnote, the working group recommends that implementation of the concept of electronic communications be sufficiently flexible to accommodate future technological developments.

I think that's aimed at the point Carlton is raising although perhaps his point is different, thank you Carlton. Any other comments on this footnote? Okay well I don't hear a lot of people rising to the defense of this phrase so I'd suggest that unless there's objection we just drop the reference of automated telephone calls.

This whole footnote is just giving some examples. It's not intended as Mary said, we didn't have a rigorous definition of electronic communications partly because we know that it may become outdated for future.

So unless there is objection why don't we just say working group agrees that emails and Web forms would be considered electronic communications? Anything else on this paragraph 13?

If not let me suggest that we move right now to 16, which again may be out of order and which I think is relevant to the remaining relay issue. And I had a concern about this. If you look at 16 it says, let me look at it here. It says regarding relay and reveal, I'm not sure that's the right term either.

The working group agreed that none of its recommendations should be read as being intended to alter or mandate the alteration of the prevailing practice among providers to review requests manually or to facilitate direct resolution of an issue between a requestor and a customer.

It also notes the disclosure of at least some of the contact details that the customer may in some cases be required in order to facilitate such direct resolution.

I think this statement actually is not accurate for relay. I thought as someone mentioned in the chat that in obviously not every case but in many cases relay is an automated function.

And it is not done manually, not certainly not the prevailing practice to do this manually. The question is what is the, you know, the criteria by which automatic forwarding would take place, what things could be excluded from automatic forwarding.
But I don't think this 16 is accurate with regard to relay. I guess I would ask if particularly the providers if anybody thinks that the prevailing practice among providers is to review request to forward manually rather than through some automated system.

Is that the prevailing practice in the sector because if not I think we should drop the reference to relay here? Well we'll get to reveal where I think this is accurate but I think I certainly came away with the impression that relay now is handled pretty much on an automated basis and certainly we're not trying to change that practice or requirement in the review or not.

So but we're - we - I don't think it's accurate to say that regarding relay the prevailing practice is manual. Is there any comments on that as far as relay is concerned? We'll get back to where we go on this?

(Graham) has his hand up, anybody else? Go ahead (Graham).

(Graham Bunton): Anybody else are you sick of hearing me Steve?

Steve Metalitz: Just trying to build the queue, just trying to build the queue, go ahead (Graham).

(Graham Bunton): All right, I think for most people it's going to be automatic and for us it is predominantly automatic we provide a method for people to automatically relay communications to the registrant.

But it also frequently ends up that people are using our, you know, our contact information to try and relay information. So it's both and I suspect most services see both as well, but in a sense that's usually in escalation.

Steve Metalitz: Okay, thank you. Are there other comments on this? Mary's suggesting we could delete the mailing. Well I guess I would first suggest that we look at relay and whether we need to say anything about automatic or manual with regard to relay.

(Graham Bunton): Steve I think you're right in that it doesn't really seem to apply to relay here. What we really are talking about is reveal.

Steve Metalitz: Yes and the idea that when a facilitated directed contact but that doesn't, you know, necessarily require a review. So is there any objection to removing the reference to relay in 16?

We'll come back to what it says about reveal when we come back to reveal. Okay, thank you for indulging me on that. Now let's go back. We've done 13 and now we're onto 14.

Whereas people will recall we've spent quite a bit of time and I think this reflects an area of agreement but let's go through it and make sure. So there are four points here under - on paragraph 14 about relay obligations where there is persistent delivery failure of electronic communications.

First all requests alleging abuse by a privacy proxy customer will be promptly forwarded. The requestor will be promptly notified of a persistent failure or delivery that a provider becomes aware of. So that's the first paragraph.

Then it defines or it - well it doesn't, it describes persistent delivery failure, which is that when an electronic communication system abandons or otherwise stops attempting to deliver an electronic communication to a customer after a certain number of repeated or duplicate delivery attempts within a reasonable period of time.
And as the footnote I should say there was a footnote in the preceding paragraph emphasizing one of our favorite points, which is that failure of delivery is not the same as failure of a customer to respond.

But on this paragraph we have a footnote that says we've agreed on the concept and principle but we welcome community input on the specific timeframes and number of attempts that would qualify as a persistent delivery failure.

Okay the working group emphasizes that such persistent delivery failure in and of itself is not sufficient to trigger further provider obligation or action

under this category E, that cross reference would be fixed unless the provider also becomes aware of the persistent delivery failure.

So I think emphasizing what's in the first bullet that it's just in failure that a provider becomes aware of. Then the third point says the provider is well is - persistent failure to a customer as described herein will trigger the providers obligation to perform a verification, re-verification of a customer's email addresses in accordance with our previous recommendation on that topic.

It's under category B question 2, but that also needs to be cleaned up as a cross reference. However these recommendations shall not preclude a provider from taking any additional action in event of a persistent delivery failure of electronic communications to a customer in accordance with his published terms of service.

So that's what's in here now. I guess the question I have and maybe the staff can help me understand this. We did also discuss - I see I'm sorry, we have farther down the open question about what the provider must do if he becomes aware of a persistent failure of delivery.
Here we have that the provider must verify, re-verify but and it can take additional actions in accordance with his published terms of service. But I think we have to go on to page - to Section 1.3.2 to talk about whether it should have an obligation to forward using another means of communication.

So let's come to that one later but let's just look at these four points that are on here under number 14. (Chief), this appropriately summarizes our gre- our competitive conclusions on this topic. Let me just ask if these four points, as far as they go, accurately summarizes our (tentative) conclusions. Is there comment on that? (Gary) asked what is Category B, Question 2. I think that - I'll ask the staff if they can answer that. I think the correlates to something...

Mary Wong: Yes, Steve, this is Mary. The - so Category B was about a number of things such as (labeling) Whois entries, verification, et cetera. Category B, Question

2, specifically from the charter reads should ICANN accredited privacy proxy service providers be required to conduct periodic checks to ensure accuracy of customer contact information? And if so, how? And I can go on to read the preliminary conclusion if you like.

Steve Metalitz: Yes, Mary, I - or Kathy, I think that this is a reference to the preliminary conclusion number three. Go back a couple of pages. We're on 14 now. If you go back to number three, it says, proxy and privacy customer data is to be validated and verified in a manner consistent with the requirements outlined in the Whois accuracy specifications of the 2013 RAA.

So the reference here in '14 is to say - you've got a persistent delivery failure and the provider knows about it, then the provider should do what's basically called for under number three.

I think the cross reference would be to preliminary conclusion number three. So I hope that answers Kathy's question. I think we've agreed based on (Alex)'s point that we, won't, in this summary, have references to these categories and so forth.

I'm trying to make this intelligible to somebody that doesn't know which category is. I hope that answers Kathy's question. Are there any other comments on number four- on Paragraph 14?

Okay, hearing none, and I think we're okay there then. So I - what - may I suggest that we, since we're on the question of relay, that we turn down the second, about two pages, in Section 1.3.2, the bottom of Page 12 on this document because this is the relay related topic on which we have yet to agree.

And let's make sure that - and we're asking, you know, the people reviewing this and members of the public to comment on this. So this is an attempt to describe where we are on this and what we're seeking guidance on.

And the current language consideration with options and square brackets reads, "As part of an escalation process and in the above mentioned requirements concerning a persistent delivery failure of an electronic communication had been met, the provider should or must, upon request, forward a further form of notice to its customer.

"The provider should have the discretion to select the most appropriate means of forwarding such a request, (bracketed), and to charge a reasonable fee on a cost recovery basis." Further bracketed, "Any such reason reasonable fees to be borne by the customer, not the requester."

The provi- out of brackets, "The provider shall have the right to impose reasonable limits on the number of such requests made by the same requester." And then the bullet below that really summarizes a question we were trying to answer which is, what should be the minimum mandatory requirements for escalation of relay requests in the event of a persistent delivery failure of an electronic communication?

So what you have there on the screen, again, this is the bottom of Page 12 under Section 1.3.2, on escalation of relay requests, is as far as we've gotten and it's got some brackets as to whether this should be mandatory or just a should, as to whether a fee could be charged for this forwarding and who would pay for it.

Those are the questions we haven't reached agreement on and we're asking public to comment on. I think it's fair to say we feel we have reached agreement on the rest of that paragraph.

So let me ask people if you have any comments on this, corrections to this, clarifications or are we reasonably happy with the way this is presented and something that we're going to ask the public to weigh in on.

Okay, I'm not hearing any comments pro or con. Does that mean that we're okay with this the way it's set out here? This provides sufficient guidance to the public?

All right, if so let me - let us go back up into the preliminary conclusions. We've done 14 - we've done 15. No, excuse me - let's do 15 which are the definitions that would be used to reveal.

But I'm - it may make sense to - I'm just checking the time here because we do have a couple of other things that we need to get to. But why don't we look at this definitional paragraph here, Paragraph 15 which has a definition of publication?

Meaning, person's identify contact details in the Whois system. With the definition of disclosure, which is revealing that to a third party requester without publication in the Whois system.

We have a third point which says person includes natural and legal portions as well as organizations and entities. In effect, you know, anyone who might be seeking to register a domain name.

And we have a definition of law enforcement authority which I know was adapted from some other source, although I'm not sure exactly, at the moment, which one.

Maybe it's from the RAA. And it talks about the law enforcement consumer protection quasigovernmental or other similar authorities designated from time to time by the national or territorial government of the jurisdiction in which privacy proxy service provider has established or maintains a physical office.

So that - those are the definitions that we're working with -- and thank you (Luke), that that is taken from the RAA 2015 -- so let me just if there are any questions or concerns about those definitions.

We are going to move on after this to 16 and 17 where some of these definitions are used. So let me just ask if there are any questions or comments on these definitions.

Are we - okay, my evidence that there are still people on the call is that we are getting occasional comments in the chat but I'm not hearing anybody speaking or wanting to be recognized so we'll just assume that people are comfortable with 15.

Regarding 16, I'm not quite sure how to proceed here because it talks about - and again, we've taken out the reference to relay. So we're talking about reveal.

The working group agreed that none of its recommendations should be read as being intended to alter the prevailing practice through review request manually or facilitate a direct resolution of an issue between a requester and a customer.

So, I mean, I don't have any concerns about the substance of this but it's a little bit odd to be talking about this when we don't have any recommendations yet or very few recommendations with regard to reveal. So I see Mary has her hand up and maybe she can shed some light on how we should proceed on this. Mary, go ahead.

Mary Wong: Thanks, Steve, and hi, it's Mary again and I guess I could've typed in the chat but I think that I could join you vocally, Steve.

Steve Metalitz: Thank you.

Mary Wong: So this is one of the, you know, bullet points in some of the documents and templates we are considering and you're right, there's no sustenance to the same extent as our other recommendations. So we put it in here so that it would catch folks' attention but I suppose we could also put it in a footnote as well if that would work better.

Steve Metalitz: Okay, I - thank you. I'm not sure which would be better. Again, let me just ask, do people have any problem with a factual statement in here which is that the prevailing practice among providers is to review relay -- excuse me -- review requests manually.

Prevailing - let me just stop with that. Is that an accurate statement? Prevailing practice among providers is to review reveal requests manually? I'm sure that we...

((Crosstalk))

(Graham Bunton):   Steve, it's (Graham).

Steve Metalitz: Go ahead.

(Graham Bunton):   As far as I know, that's the case. Now, we do have a relatively small subset of, you know, privacy and proxy service providers within the working group although they may represent a large proportion of (state) proxy domains, so there could well be plenty of other people who do that automatically.

That would seem pretty scary. I don't know how you would do that. You would verify a request without looking at it. You would just be exposing everybody all the time. I think it would be extremely problematic so I think, by and large, we can pretty comfortably say that it's a manual process. Thanks.

Steve Metalitz: Thank you. And it's also worth saying, look, this is also going out for public comments. So presumably if we're wrong about this someone will point that out to us.

But you can't anticipate all of this but I think that's right. And it maybe be, you know, we could just leave 16 as it is for now with the understanding that if and when we actually come to recommendations on reveal, we need to go - we may need to relook at this.

I don't think that any recommendations are going to change this, that we - that the prevailing practice is to review manually and we don't intend to alter any practice to facilitate direct resolution of an issue between a requester and a customer.

Sometimes that requires reveal of some contact detail. So, I mean, I think these are correct statements and pending what we finally end up doing on reveal. Any further comments on this? And the suggestion is we might switch 16 and 17 so, you know, we could ask the staff to look at that when we ultimately come into this, whatever looks less confusing to the public.

Any other comments on the substance of 16? Okay, if not, let's move on to 17 which is the only things we've agreed to, I think, on reveal, publication request or disclosure as defined in 15 of our agreed definitions.

So Paragraph 17, which starts at the bottom of Page 10 on your screen, and it just states four items that accredited providers should indicate clearly in their terms of service.

One is when they're talking - whether they treat publication requests and disclosure requests differently and explaining what they - what this means. Second is the grounds on which a customer's details may be disclosed or published or service suspended or terminated which, as a result of publication.

Third is whether or not a customer will be notified when a provider receives a request for publication or disclosure. And in the case of publication, whether the customer may opt to cancel its domain registration prior to and in lieu of publication.

And the fourth point that would have to be in these terms of service is that a requester will be notified in a timely manner of the provider's decision either to notify its customer, the requester will be notified in a timely manner of the provider's decision to notify its customer of the request and will also be notified whether or not the provider agrees to comply with the request.

This should also be clearly indicated in all disclosure or publication related materials. So basically these are four items that would go in the terms of service. And I think we're referring here to the published terms of service.

I think we bring forward -- again, the staff maybe can correct me if I'm wrong here -- I think we bring forward the obligation that, from the interim specification, that the providers have to publish their terms of service in some - on some Web site or in some other way.

So I think we're talking about the published terms of service here and maybe we want to clarify that in this chapeau to - with 17. But let me just ask if people have questions or issues with what's in here as far as it goes which is stating some of the points that the providers need to put in their terms of service that are published. So Mary has her hand up perhaps to clarify that point. Mary, go ahead.

Mary Wong: Thanks, Steve, and I'm not sure that I'll be able to clarify specifically but this is a very helpful exercise for staff as well as we're putting together this report because reading it now and to your point about carrying forward what's in the spec now, I don't think we make that explicitly clear in the report and probably not in this executive summary.

So we may want to include a sentence to, you know, to say what we mean as to one specific issue, and I know that you, Steve, had brought this up. I'm not sure that working groups come to a conclusion about it as to whether we adopt, you know, all the baseline obligations that's in the interim spec now and so whatever we say in our report either clarifies it or amplifies it. So I was wondering if a statement to that effect would be useful.

Steve Metalitz: Well, I'll - let me just put myself in the queue but I would welcome other responses. That's a bigger question than what I was raising here. I was raising the question one - there's one thing that's in the interim specification so that all of the - everyone under the 2013 RAA is - needs to do this, which is the publisher terms of service.

I don't have the interim specifications in front of me but it does talk about publishing terms of service. And I guess the question is, does - do our preliminary conclusions say that?

And if not -- because I think the answer is not -- should they say it? And I'll just refer it in specification which is in force now, this interim specification. It has, under 2.1, privacy proxy providers shall publish the terms and conditions of its service, including pricing on its Web site and/or a registrar's Web site.

Now - and the coverage of this may be different after final, you know, policies are adopted but, at least for those that are covered by this, there is a requirement to publish terms and conditions. And then there are some other publication requirements here further on.

So I guess - I don't think we say that in the - at least in the executive summary. I'm not seeing it. But I think we've been proceeding kind of on the assumption that that was the case when we refer to terms of service talking about published terms of service.

Okay, now we see - I see there've been a couple of points in the chat. Well, we have - okay, this is - that's a separate issue which we will get to. But - let me ask this, that we put this out - I think it's been assumed that we're referring here to published terms of service.

But let me just ask that we put that question out on the list to see if anybody objects to that. So, for example, in this Number 17, should we put out - should we insert the word published before terms of service?

And there might be other places in here where we would want to do that as well. But anyway, but whether this should be a continued obligation for the - for providers to publish the terms of service, I think the answer is yes.

I think that's the answer we've been assuming but I would like to see if it makes sense - to make sure that people are comfortable with that. And we can put that in in redline but let's call people's attention to it. Can we do that, Mary, and make sure that you've got that under 17 now.

Okay, so unless there're further comments on that, let me turn to a question that I think is being raised in the chat. I think this is going to the fourth bullet point that said that a requester will be notified in a timely manner of the provider's decision to notify its customer if it chooses to do so and whether or not the provider agrees to comply.

In other words, if you send in a request for reveal, should you get an answer? Should you be up - should you be entitled to an answer which could be no? So I'm not sure what that - if anyone - and let me ask Kathy who has her hand up, or anybody else who wishes to discuss this. Go ahead.

Kathy Kleinman: Sure. Thanks, Steve. And by the way, I'm with you on published terms of service. I think that's what we were thinking of, but I could be wrong. So on this fourth bullet point, this is implying something that I don't remember that

we agreed to which is that for every request, there's a one-on-one response by the proxy privacy provider.

And I'm not sure that that's the case because I remember we created provisions so that if it was for (lasting) or if it was redundant, you know, 25 times, you know, the same reveal request, I thought - or if it was an electronic, I thought that there were parameters put in.

And I wasn't sure what we had decided in terms of that request that would go - that response would go to the requester. I thought that was still in some kind of limbo, but I could be wrong. But I think this is where we have to nail it down and it looks like there're some options coming through. So thanks, Steve.

Steve Metalitz: Well, let me respond, Kathy. I think you're talking about relay. That's where we've agreed that you can impose those types of limits. We don't have any standards yet on review.

So maybe this is something to be discussed in the standard but I don't think it's unreasonable to say that if you ask for a reveal, it shouldn't be met with total silence from the provider. You know, we may set up qualifications or, you know, criteria you have to meet but if you make a qualifying request, you should get a response.

Kathy Kleinman: But that's not what the bullet point says. The bullet point is, I think, dealing with disclosure and publication requests, I mean, because that's what's going on in the first bullet point, so that seems to be framing everything.

So here, that a requester will be notified in a timely manner of the provider's decision, there're no qualifications here for any kind of the outlier pieces or concerns.

So we - if we are going to require that response to every reveal request, then I think we have to bracket it with things that are outliers or non-standard requests or inappropriate requests.

Steve Metalitz: Okay, well, this is why - one reason why it's difficult for us to be dealing with 17 in the absence of any substantive recommendations in this area? And let me just say, as I think (Don) was intending to say this on this call, but that he's eager to get into the substantive discussion on reveal or back into the substantive discussion on reveal.

So he has invited those who have been discussing this off list to bring forward any texts in time for - whether or not there's agreement on the texts in time for discussion next week so that was the request he made on the chair's call prior to this meeting and so hopefully that will (prefer).

But I think until that happens just kind of - it may be kind of hard to (bring) our discussion of 17. I think Kathy's raised a good point that until we know what the standards are, we - it's a little hard (to say). You know, say what needs to be put in the terms of service. Kathy, is that a new hand or an old?

Kathy Kleinman: Old hand, Steve, but perhaps until we've clarified or figured out other parts of reveal, we should clarify this bullet point with some kind of bracket that we're - about reasonable parameters.

Steve Metalitz: Well, I think we should bracket the whole thing, the whole - that whole bullet point.

Kathy Kleinman: Okay.

Steve Metalitz: Because we - it's kind of filling in something that - where we don't have the overall - I do think that - just my personal view is that if there is a reveal request that meets whatever criteria we set forth, that you should get an answer, no, but obviously we have to have some further discussion of that

throughout - I think we'll probably be discussing this well into the spring in the Northern Hemisphere here.

Okay, it's almost - we're really about at the top of the hour. Let me just ask, are there any last points that people wish to raise? I think we've made some progress today. All that's - we only have two paragraphs left in our executive summary, so maybe we can polish those off quickly next week and then hopefully turn to a more substantive discussion on - any further comments or last thoughts that people want to offer?

Okay, if not, then thanks everybody for their participation. Welcome back, (Dawn), and we look forward to seeing you back in the saddle and we'll talk next week.

Man: Thanks Steve.

Woman: Thank you, Steve. Thank you, (Dawn) and everybody. Take care.

Man: Thank you.

Man: Thanks (unintelligible). You may now stop the recordings.

END