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ICANN Transcription

GNSO Temp Spec gTLD RD EPDP – Phase 2

Thursday, 19 September 2019 at 1400 UTC

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TERRI AGNEW: Good morning, good afternoon, and good evening. Welcome to the GNSO EPDP Phase 2 Team meeting taking place on the 19th of September 2019 at 14:00 UTC.

In the interest of time, there will be no roll call. Attendance will be taken by the Zoom Room. If you're only on the telephone, could you please identify yourselves now? Hearing no one, we have listed apologies for Alan Greenberg of ALAC, James Bladel of RrSG, Ayden Férdeline of NCSG, and Milton Mueller of NCSG. They have formally assigned Bastiaan Goslings, Sarah Wyld, David Cake, and Stefan Filipovic as their alternates for this call and any remaining days of absence.

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Alternates not replacing members are required to rename their lines by adding three Z's to the beginning of their names and behind their names in parenthesis their affiliation-alternate, which means you are automatically pushed to the end of the queue. To rename in Zoom, hover over your name and click "Rename." Alternates are not allowed to engage in the chat apart from private chat or use any other Zoom Room functionality such as raising hands, agreeing or disagreeing. As a reminder, the alternate assignment must be formalized by the Google Assignment Form. The link is available in all meeting invite e-mail.

Statements of Interest must be kept up to date. If anyone has any updates to share, please raise your hand or speak up now. Hearing or seeing no one, if you do need assistance updating your Statements of Interest, please e-mail the GNSO Secretariat. All documentation and information can be found on the EPDP wiki space.

Please remember to state your name before speaking. Recordings will be circulated on the mailing list and posted on the public wiki space shortly after the end of the call.

Thank you. And with this, I turn it back over to our Chair, Janis Karklins. Please begin.

JANIS KARKLINS: Thank you, Terri, and hello, everyone. Welcome to the 19th call of the team which is first after the face-to-face meeting in Los Angeles. I would like to say that due to information that I received from team members who volunteered to do some homework, they

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informed me that the work has not been accomplished to the point that they could be able to present the results to the team as a whole. I had to make an urgent change in proposed agenda in order to avoid cancellation of this meeting.

So, I simply would like to encourage all team members to take a deep breath and plow through all the activities that we have to do and deliver initial report and final report in the reasonable time manner. I think that expectations in the community are high and we have a certain responsibility that we took by volunteering to do the job, and therefore I understand everyone has a day job but we need to make sure that we can progress in a reasonable manner and meet those expectations of community.

So with this, I would like to see whether proposed agenda of today's meeting as was amended in last minute would be acceptable. I see no … There is a hand of Georgios. Georgios, please. Go ahead please.

GEORGIOS TSELENTIS: Yes. Hello, everybody. Can you hear me?

JANIS KARKLINS: Yeah, Georgios. We hear you.

GEORGIOS TSELENTIS: I just wanted to add a couple of points, a very, very brief update in the agenda. I don't know what is the appropriate point to put them there. The one is regarding the bulk access from the .IT that we

discussed in L.A., and the second one is about discussion with ICANN Org regarding questions to the DPAs. I don't know – we can put it in Any Other Business, but whatever it may fit in the agenda. Thanks.

JANIS KARKLINS: Yeah. Why don't we take it as a housekeeping issue after listening the update of the work of the Legal Committee, if you would agree.

GEORGIOS TSELENTIS: Fine with me.

JANIS KARKLINS: Okay, thank you. In absence of further request, I consider that proposed agenda is acceptable, and staff will put respective parts of the zero draft or actually, 1.0 draft as amended on 8th of September on the screen and we will go through the respective agenda items.

So with this, I would like to start by asking Marika maybe to walk us through once again assignments that have been given and agreed during the end of the Los Angeles meeting, just to refresh our memories. Marika?

MARIKA KONINGS: Thanks, Janis and Terri. Maybe you can let me share my screen for a minute. I can just have it up on the screen as well so everyone can maybe more easily follow along with that. These

were the ones that were circulated by Caitlin after the face-to-face meeting and also included with the agenda what we thought it might indeed be worth just to run through them so everyone's clear on what the expectations are and what the outstanding homework is.

The first item, Alex and Milton had agreed to work on an updated proposal for potential accreditation model and they had indicated indeed that it was not possible to present that during today's meeting, so our assumption is that this will be ready for next week's meeting and hopefully in with sufficient time to circulate in advance of the call so that the team has a chance to look at that.

In addition to that, IPC, BC, SSAC, and GAC reps were also requested to draft their vision for their ideal accreditation model from the perspective of the groups that they represent in order to assist the group with the baseline accreditation requirements as well as the benefits of accreditation within the architecture of an SSAD. That homework – it was due yesterday and so far, I at least haven't seen anything, so it may be good for these groups to confirm whether they're still working on this or whether they're not actually planning to submit any proposals here.

Staff had a homework item to create a table in which groups could then provide input in relation to the lawful basis and responses to the different questions to help facilitate development of a further detail for the different building blocks. That table was created and circulated. You see the link here as well, and everyone's asked to populate the contents of the table by next Wednesday. The idea is that that will allow us if there are commonalities that we can develop policy recommendations accordingly, either generalized

ones or those that would apply and when specific lawful basis is applied.

Staff had also another item to create a Google Doc for EPDP Team members to be able to review and consider the types of disclosure decision and models. In other words, who is making the ultimate determination to disclose non-public registration data especially focusing on what would it take to make either of the options acceptable to the different groups. That was homework that was due today. I think so far, I've only seen input I believe from the IPC and registrars. This is also an item that we'll further at later on in the agenda.

There was also an action item for the EPDP Team to review the legal memos and come back with the most relevant points that need to be factored in as the Staff Support team produces the one zero draft. That is homework that is due today as well.

James and Mark Sv. are working on revised proposal for Building Block L, the query policy. But they also indicated that they needed a bit more time to do that, so that item is also deferred to next week's meeting.

Matthew had an action item to review the legal advice on how to perform the balancing test and update the draft from Alan Woods into a simple guide to conduct the balancing test to be included in the next iteration of the zero draft. That is also homework that's due today.

Then Contracted Party Team members have an action item to draft a letter to the ICANN Board outlining the scenarios discussed

including where the disclosure decision lies within the SSAD and inquire whether there are any options that the Board would not be amendable to.

I think that's in a nutshell – well, it's quite a lot, but those are the action items that came out of the face-to-face meeting and that are still outstanding.

JANIS KARKLINS: Thank you, Marika, for reminding. It would probably be also good to recirculate that to the mailing list just as aide-mémoire that everyone can refresh memory also after the call. Thank you.

I see Amr's hand is up. Amr, please.

AMR ELSADR: Thanks, Janis. And, Marika, thank you for going on with the action items. Would you mind putting them back up for a second? I have a question regarding action item 6. I think Marika went over half of it, not the whole action item. The first half as she described was the action item for Mark and James to work together on revised proposal for Building Block L. The second half is about a discussion on whether or to what extent this building block is within the scope of the EPDP Team. But to me, it isn't clear whether the EPDP Team should be working on that second half of the action item as a whole or whether the small team of James and Mark should be working on just this team and the action item are team members, so a clarification on that would be helpful.

Also, I'm wondering, should these be tackled in any particular order? To me it would make sense to determine the scope of the EPDP Team first before we proceed to work on something that we may actually decide as not within scope, or whether these should be worked on in parallel. Again, to go back to my first question, by [whom]. So, thanks.

JANIS KARKLINS: Thank you, Amr. I see Mark's hand is up. Mark.

MARK SVANCAREK: Hi. Yeah, Amr, we have the same opinion as you – James and I. The first thing we should do is review the Charter question, and we were assuming that it would be within our small group doing it. And then secondly, if bullet A was determined to be within the Charter then we would look at whether it need to be revised or not, and if it was determined not to be in the Charter, we would simply strike it from the list. So, yeah, we agree on what you're saying.

JANIS KARKLINS: Okay. Thank you, Mark. Amr, is that a new hand or old hand?

AMR ELSADR: New hand, just to follow up, Janis.

JANIS KARKLINS: Yes, please. Go ahead.

AMR ELSADR: Okay. Mark, thanks for that. I appreciate it. But I'm wondering, wouldn't that make more sense for the discussion of the scope to take place with the whole EPDP Team? I mean just as potential scenario where you and James reach one conclusion then proceed to work on the revision for the proposal, but then one does gets back to the whole EPDP Team. We might need to revisit whatever decision you reached on whether it is within or not within scope. So, I'm just wondering whether it might be a better path forward for the EPDP Team to discuss the scoping issue first before you and James start working on under [inaudible]?

JANIS KARKLINS: Thank you. It is about bulk access, right? Mark?

MARK SVANCAREK: The first bullet was, "Unless allowed or prohibited, the following types of request are not allowed. And the perspective…" one point was made that since these are types of access that have never been enabled in the previous system that they might be out of scope just automatically from the discussion here and therefore should not be called out in its own separate bullet. That's what the Charter question was.

I'm perfectly happy for James and I to go out and do the thing, submit it back to the group, and have the group review it. I do still think that having reviewed it, we should proceed to do the following part, because as I said, it's either your strike the bullet or you review what we already have. And since what we already

have is language that was approved in the previous meeting, I think that part is going to be pretty much not controversial. But if you'd rather have us do it in series rather than in parallel, I'm sure James would agree that that would be a fine course of action to take.

JANIS KARKLINS: Yeah. Thank you, Mark. I think we can do it in parallel, but let me think it through further but that doesn't prevent you from James doing your homework, if I may suggest.

Let me now see if there is any other hand up. No. Thank you, Marika. Then please put this list on e-mail that we have it in front of our eyes after the call.

Now, let us move to additional item housekeeping issues that we put on the agenda, and first was on .IT decision on bulk access. So, Georgios, if you could brief us, thank you.

GEORGIOS TSELENTIS: Yes. Hello. To remind it was the issue whether bulk access is allowed for ccTLDs, and most specifically what was mentioned was the .IT, the Italian ccTLD. So, some of my colleagues talked to the Italian DPA, and she explained that the bulk transfer is done at the level of the registrar, so only between registrars and limited specific circumstances mainly for data portability, which is envisioned in the regulation. So in any case, the interested registrar is seeking consent before proceeding to a bulk transfer of the data to another registrar. Therefore, for doing so, the legal basis consent of the data subset. So in this case, the registrar is

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acting as both controller and processor. That's what I got as information. This is not done for other processing activities including transfer and disclosure to third parties.

Now, the second item –

JANIS KARKLINS: Georgios, sorry. There's two comments on the chat. Matt and Margie thought that it was not about bulk access but that was rather about reverse searching.

GEORGIOS TSELENTIS: No, it was about bulk access the one that they said is happening, not about reverse searching.

JANIS KARKLINS: Okay. Thank you.

GEORGIOS TSELENTIS: This is what I got in my system and –

JANIS KARKLINS: Yeah, I understand. I understand that. So, let me see. Volker's hand is up and Volker is that related to the information about practically .IT practice?

VOLKER GREIMANN: Yes, that's correct. That's correct. I checked that out and I thought it might have been be a misunderstanding about what was said at the meeting, because actually the one that was doing the presentation and not in Marrakech but in Japan was .DK and they are allowing reverse search, bulk search, and all kinds of nifty features that many people would like. However, they have a very different legal structure for their registrations and they have certain laws that back up what they're doing. They have laws specifically pertaining to the domain name registrations that the registries relying on. And secondly, the way that they're set up is that the registry actually owns all domain names and registrants are merely renters. There's a direct agreement between the registry and the registrants that covers some of that as well. So from that basis, they are operating on a totally different legal basis, I believe. Therefore, it's probably not directly applicable. But DK has all those features that you're looking for. And yeah, some of the legal [inaudible] might not be transferrable.

JANIS KARKLINS: Thank you.

GEORGIOS TSELENTIS: For DK –

JANIS KARKLINS: Yes, please go ahead.

GEORGIOS TSELENTIS: For DK, I think, Volker, you're right, but they have the proper legal basis as you mentioned. But just to clarify, we didn't contact the .IT, we contacted the Italian DPA and asked whether there was a GDPR compliance way for bulk access. I see Margie that she's talking about the reverse lookup, reverse searching, but I remember that it was also about bulk access. I can go back and check this as well, but I just transferred you what we got from the Data Protection Authority.

JANIS KARKLINS: Okay. Thank you. Let me take Margie and Mark in that order. Margie, please.

MARGIE MILAM: Hi. It's Margie. Thank you, Georgios, for looking into this. I just wanted to clarify that we, at least on the BC side, have not been asking for bulk access. What we envisioned bulk access to mean is what it was in the old days where someone could pay a fee, I think it was $10,000, and get an entire copy of WHOIS database, and that's simply not what we're exploring here.

What I thought – I was sharing the .IT presentation for it, and I have the link in the chat – was to point out that there is a request to update RDAP for reverse lookups, and that's different in our view than a bulk access because it's very specific inquiry and it's related to a specific purpose such as 6(1)(f) where there would be a balancing test associated with it. I just want to clarify that, at least from our perspective, we were not asking to raise this issue for the bulk access angle, and perhaps I wasn't very clear in Los

Angeles, but we were really talking about reverse lookups and seeing whether that's something that's possible based upon a legitimate purpose. It's not a reverse lookup for any reason at all but it's linked to, for example, cybersecurity incident such as malware attack or coordinated phishing attacks and you're trying to identify other domain names that share the same contact information. That's the context in which we have the discussion. Thank you.

JANIS KARKLINS: Thank you. Mark Sv, and then we will go further. Mark.

MARK SVANCAREK: Thanks. Yeah, Margie said most of what I was going to say. There are some points at the chat asking why are we talking about this and that actually goes to the question that James and I have been tasked to resolve namely, are we allowed to explicitly mention in our work, in our SSAD work, that these things are out of scope or that they're not prohibited or whatever? Does the Charter allow us to have an explicit prohibition or otherwise mentioned even? Thomas had the suspicion that the Charter did not allow us to mention that explicitly, and that's what we were going to do. We were going to review the Charter in more detail and come back with an opinion.

So, the questions that are in the chat right now, that's what we are tasked we're going to solve. So if you have questions about it, you're not alone. Thanks.

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JANIS KARKLINS: Thank you, Mark. We're looking forward to receive the result of your consideration that we could discuss it as a group. Of course, in Los Angeles, we had this conversation and there was divergence of opinions, whether that practice would be allowed or not. It was stated that it was not an original WHOIS scope, but over time the main tools developed that possibility and it proved to be very handy.

The hand is not any longer an option because we are bound by the restrictions imposed by the law. So I suggested and I recall that maybe we can proceed in a way that as a default position, bulk access and reverse lookup would be not allowed but in circumstances that are justified, and we may want to maybe make a list of those justified situations like Mark Sv just mentioned. Like at the time of attacks when you want to see whether other domains which are involved in that activity would be registered under the same registrant would be sufficient justification. So the discussion was not conclusive. There was mentioning that it is out of scope of the group. So actually, scope is determined by the decision of the Council and maybe we can ask questions to the Council either officially or unofficially through Council liaison, Rafik, to see whether we could even discuss or that is out of question. But in the meantime, I think we can proceed with waiting what Mark and James will come up with, and take the discussion from there.

I see Brian's hand is up, and Hadia. Brian?

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BRIAN KING: Thnak you, Janis. I'll be brief and constructive here. I'm really looking forward to Mark and James's analysis on whether this is in the scope. I'm looking at the Charter here and it's making my eyes glaze over, so if we could get a clear answer on that that would be great.

I think the other point I would make is that the default position here should probably be just to delete that provision. If it's not in scope for us to require or allow these types of lookups, then it's certainly not in scope to prohibit those types of lookups either. Again, I'll reiterate my request that it might be the best way just to delete this line. Thanks.

JANIS KAKLINS: Thank you. I think Marika has some take on the Charter. Marika, if you could come in with the comment. Marika?

MARIKA KONINGS: Sure. Thanks, Janis. I was just looking at the Charter and my read – and again I think it also aligns with some of the work we've done of course in the EPDP Team the worksheet for this topic where we've kind of broken down the different topics and the aspects that would fall under that. That's where the query policy came in, and there are two Charter questions that seemed to kind of align with the conversation we're having, which is what rules/policies will govern user's access to the data? And what rules/policies will govern user's use of the data once accessed? I think that's where the conversation around the query policy falls.

Of course, at the end of the day, it's the Council that determines what is and what isn't scope but it does seem to give some leeway to the group to discuss what those rules are. So maybe instead of using the scope conversation to not have this conversation, it may be worth to actually have a conversation around whether indeed it's something that should be allowed, shouldn't be allowed, is something in the middle that it would need to take place and see if there's agreement around that. Again, it seems to fit within the scope at least of those questions to have that conversation.

Of course, another question is and that would need to be separately looked at indeed does something like that fit within the framework of consensus policies and the scope isn't something that can be contractually required, but I think that's a separate consideration from whether it's in scope for the group to even have the conversation around this or the Charter. But again, that's my read, and the Council is here, of course, the determining party.

JANIS KAKLINS: Thank you, Marika. Hadia is next, followed by Amr.

HADIA ELMINIAWI: Thank you, Marika, for this clarification. Referral to bulk access and reverse lookups were put in the use cases when presented because of the two questions in the Charter. However, we are currently discussing those two items because already we have a bullet point that prohibit both reverse lookups and bulk access. So it's already there. If it's out of scope then we should delete it and that's it. I think that's what Brian also was saying. Again, as

Margie said, mainly the discussion was around a reverse lookup and it was not about bulk access. Thank you.

JANIS KAKLINS: Thank you. Amr, you are the last one.

AMR ELSADR: Thanks, Janis. Just to respond to Marika's last points, the Charter certainly guides what we need to discuss and what is within the scope of the EPDP, but it's not the only document that governs this. Another one would be the PDP manual and specifically Annex 4 of the PDP manual, which addresses expedited policy development processes.

If you don't mind, I'm going to just quickly read a few lines from those which address the specific circumstances under which EPDPs are allowed to be used. One of them is to address a narrowly defined policy issue that was identified and scoped after either the adoption of GNSO policy recommendation by the ICANN Board or the implementation of such an adopted recommendation.

The second specific circumstance is to provide new or additional policy recommendations on a specific policy issue that had been substantially scoped previously.

I don't see these topics as fitting into either one of those, which is why I think they are inappropriate for discussion on not just this EPDP but any EPDP. Nor do I think that the GNSO Council should or could make this within scope of the EPDP. I did note

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Brian's comments before the L.A. face to face. Some of the stuff in Specification 4 of the Registry Agreement, but even that specification is not the result of a consensus policy that was recommended by the GNSO and adopted by the ICANN Board, that those were implementation measures that took place during the 2012 new gTLD round.

I just want to be clear that this isn't just an attempt to procedurally block a topic from being discussed, but the reason why these guidelines on EPDPs exist and one day were developed was to make sure that the EPDP is not used in a way that it shouldn't be. When consensus policies are developed, they need to be properly scoped. The community needs to be allowed the opportunity to provide input on an issue scoping phase and a potential draft Charter to make sure that every issue is captured before a working group or a team is allowed to discuss them that hasn't taken place on any of these issues.

That's why I'm just thinking none of this stuff is within scope of the EPDP. I would hope that we and the GNSO Council reach this conclusion. And I don't think it's constructive for us to spend time working on them now until we have a definitive answer to these questions. Thank you.

JANIS KAKLINS: We need to work now and we need to apply our intelligence and collective wisdom to come up with a joint proposal. The Building Block L where this issue comes from was developed based on discussions that we had looking through all the use cases and that was formulated in a zero draft. We had then a conversation in Los

Angeles, and so there was divergence of opinion and now I see that the clarification that came from Business Community that no one is asking and never has asked a bulk access, but there was about reverse lookup.

I would like maybe now to close this part of our conversation and maybe revisit it once we will have additional background information from Mark and James because they represented maybe two schools of thought during face-to-face conversation, and then we will revisit this discussion. If that would be okay and probably that would be during our next or one after next meeting.

Georgios, now your second item on interaction on questions for European Data Protection Board.

GEORGIOS TSELENTIS: Yes, thank you, Janis. Just to inform the group that we've been asked by ICANN Org to comment on the questions that were presented by the Strawberry Team and we tried. I want to highlight here our position is that since this is a useful effort to find out – if we can do anything to make this process fruitful for the policy considerations that we make here, so we will do so.

Basically, we spent our time more on discussing what was mentioned in the L.A. meeting regarding the question about whether a central model would centralize also responsibility for the disclosure of personal data. And it would make primary responsible the institution that is taking this processing of deciding of the disclosure as opposed to the contracted parties. So our advice was again to focus on responsibilities rather than liabilities,

so try to highlight what are the safeguards and what are the activities that are taking place there. We believe that it is as it was presented in L.A. a very tight schedule for seeking formal advice from the Data Protection Board. We said we will continue exchanging any time they would like to get a more updated type of question. We discussed that the work of the European operate PDP that we are having now with a policy consideration will be anyhow incorporated any input or material that we will forward to the DPA, so it should be clear when we forward something to the DPAs that the policy considerations are discussed and are taking place inside the EPDP. My colleagues from the DG Justice gave advice on how to best introduce possible model or solution and present assumptions under the questions of a DPA in the way that the DPAs understand. We have to see it from their perspective when they receive requests from us, we know what we are talking about when we have been debating this for one year, one year and a half. But we have to give it in a way which is digestible from the Board and put the simplest way to describe what the issues are.

More or less this is what we had as interaction to them. As I said, I will update the group on our interaction. I'll add it [now]. Thanks.

JANIS KAKLINS: Okay. Thank you, Georgios, for the update. I understand that the formulation of questions was not conclusive and the work will continue or consideration will continue. Am I right?

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GEORGIOS TSELENTIS: This is correct. If we have the final question, we will forward it to the group.

JANIS KAKLINS: Okay. Thanks, Georgios. Thank you very much for this update. Shall we now move to – oh, I forgot Legal Committee update. Sorry. Leon, would you be so kind to give us an update on the outcome of Tuesday's meeting?

LEÓN SÁNCHEZ: Sure, Janis. Hello, everyone. There's really not much to update on the Legal Committee. The Legal Committee met again on Tuesday, and we continued to try to iron out details on pending questions. Our discussion was basically centered on trying to test the questions that are still pending against the advice that we received from Bird & Bird in their last demos. So what we're doing now is try to, as I said, test these questions against this advice and come to a conclusion whether it is actually still feasible to send those questions to Bird & Bird, or if we have already received answers to the questions that were pending.

                        So we're going to that process. We have some homework to do and we'll be meeting again in a couple of weeks to continue deliberating on whether the pending questions should be sent for Bird & Bird or if with the legal advice that we received we are okay to continue our work in the plenary. So that is pretty much what we did, Janis.

JANIS KAKLINS: Thank you very much. Any question on this update? Marc Anderson. Marc, please.

MARC ANDERSON: Hi, Janis. Can you hear me okay?

JANIS KAKLINS: Yes.

MARC ANDERSON: Great. Thank you. I guess two questions for Leon. My first question is [inaudible] considering the next batch of questions. I guess my understanding is that you're vetting those questions right now to try and determine if they've already been answered or if they're new questions that need to go to Bird & Bird. Do I have that correct?

LEÓN SÁNCHEZ: That is correct, Marc. We are going through the questions that were pending to test them against the advice that we received from Bird & Bird in their last demos. If the questions are still valid and have been unanswered then we will consider adding them to a second batch of questions to be sent to Bird & Bird. If after analyzing the questions against the advice, the conclusion is that the questions have been already answered, of course they will be removed from the pending questions for us.

MARC ANDERSON: Okay, thank you. That helps. Just wondering when the plenary can expect to see that list of questions.

LEÓN SÁNCHEZ: As I said, we will be meeting again in almost two weeks' time and we have work to do in the meantime. Some of the members of the Legal Committee are performing that homework and we will continue to discuss offline so that when we meet in our next session, we will be able to come to conclusions, and of course present those to the plenary.

JANIS KAKLINS: Next Legal Committee meeting is set for 1 October.

MARC ANDERSON: Great. Thank you. If you don't mind, one other question. Did the Legal Subteam take a look at pulling out … or I guess I thought when we left L.A. that Legal Subteam, they were going to consider the four memos that we got last week from Bird & Bird and see if there were any highlights or key takeaways that they wanted to highlight for the plenary. I do know that we do have, that is one of the homework items is to do that on a group by group basis. I guess my understanding was that the Legal Subteam was going to try and do that as well. Did that happen, or is my understanding not correct there?

LEÓN SÁNCHEZ: That hasn't happened, Marc. It's a pending item that we have to develop in the Legal Committee. So we haven't actually produced a document highlighting any issues from legal memos. We will of course go through that because that's an action item from the face-to-face meeting, but it hasn't happened yet.

MARC ANDERSON: Okay, great. Thank you.

JANIS KAKLINS: Thank you, Marc, and thank you, Leon, for the update. Shall we move now on agenda item #4 on content of request, in other words, Building Block 1? If I may ask to put zero draft, now 0.1 draft, up? That specific building block.

Essentially, we're talking about the beginning of the process, who is sending the request, whether that is individual, whether that is entity. So then the next step is whether the identity of requestor has already been confirmed through the process of accreditation or that is somebody who has not gone through accreditation, and what would be the difference in processing, and what type of documentation non-accredited requestor should provide. Then basically three elements of request itself, what's the question, what domain name is looked at, what is the requested dataset, and what is the legal basis and reason or purpose of sending that request. And then associated elements that affirmation that the request is done with a good faith and with understanding that there would be some kind of liability because I think we discussed that the requestor also shares responsibility and should act within

the scope of GDPR, and also understanding that the data if disclosed should be treated in a lawful way.

In essence, those sub points that you now see on the screen – and I would like to start by simply asking if there is a general sort of agreement and the approach that is proposed in this building block and that I tried to outline now in the opening of discussion. Marc, please.

MARC ANDERSON: Thanks, Janis. I think it does make sense. I just want to clarify, noting that staff took this, used the work from Phase 1 as the starting point for this one, I assume that that means it ties back to the language in Recommendation 18 from Phase 1, but I just wanted to clarify that with staff that it's consistent with that and that that's what they used as the starting point of this building block.

JANIS KAKLINS: Marika, can you confirm that?

MARIKA KONINGS: Yes. I think this is indeed a copy/paste of what was in the EPDP Phase 1 recommendations, but we did make a note here that this may need to be cross-checked how this is implemented as a result of Phase 1 recommendations and whether or not any issues were flagged in the context of implementing that recommendation that they help inform how this may need to be adjusted or modified. I do know that that one of the comments pointed out that

actually what is missing from this list of required information is the actual domain name registration questions. That's probably an obvious one that should be added.

JANIS KAKLINS: Thank you, Marika, for confirmation. Any further comments? Shall we now take then one by one, sub bullet by sub bullet or bullet by bullet? Any comments on A? Probably here if no one will object, we would need to make a reference to process of accreditation because if we're thinking about submitting a request, if the entity or individual is accredited then it's just a confirmation of accreditation, but if not, which was requested also as a part of the policy that they access or request of non-accredited individuals or entities should be considered then we would need to establish certain list of documents that need to be provided to confirm identity of requestor which has not gone through accreditation. So can we agree on that type of approach, Brian?

BRIAN KING: Hi, Janis. Yes, I think we can agree on that type of approach. I think these bullets are pretty reasonable here and seem to constitute what a request should consist of. I saw a note in the chat about adding domain names. Marika mentioned that I think that's pretty noncontroversial too. We should be including that where it's applicable.

The other point that I would make is that we think it's important that this is standardized in some way or at least facilitates the standardized submission of these kinds of things, so it's good to

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include this but I think the overarching goal – and maybe a note or a footnote that we would request here – is that this is built in a way that these inputs in the request can be standardized. Thanks.

JANIS KAKLINS: Thank you. My understanding is, for instance, we will have a discussion of accreditation and as a minimum accreditation, or for some maybe as a maximum accreditation, should confirm identity of a requestor. To proceed through accreditation, you need to provide certain documentation. And most likely, more or less the same documentation should be provided in a manual way by those who do not go through accreditation in order to confirm their identity. So in that sense, that would be standardized and most likely, if possible, also automated that the requestor types and adds documentation that is required as a process of submitting a request in case they're not accredited.

Any other comments? Now it means that we have more or less covered A and B, and staff will try to maybe fine-tune the proposed formulations as a result of this conversation but on point C. So affirmation request is being made in good faith, but also we talked that it should be understood and confirmed probably by ticking a box that requestor understands that he shares legal liability by putting that request and that request is lawful in requestor's opinion. Anyone wants to comment on that?

I take that this is a way we would like to see the formulation to be reworded. So the list of data elements requested by requestor and why this data is limited to the need – yeah, that's a part of the

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substantive request. Agreement to process lawfully any data received in response to the request. Marc Anderson?

MARC ANDERSON: Thanks, Janis. On D, I'm just noting – I guess the second comment suggests alternative language for D. I'm not sure who suggested that. They're not wildly different but I think I like the suggested text in the comments a little bit better, so I'll just highlight that for everybody.

JANIS KARKLINS: Okay. Thank you. Any other opinion or different view just to use a tighter language, which is provided in comments to the document? The list of data elements requested by requestor and why data is strictly necessary and they're no broader than required. Chris, you're in agreement, right? Chris?

CHRIS LEWIS-EVANS: Yeah, I prefer the second text. The only thing I have a slight disagreement with is the "strictly necessary." GDPR just wants us to detail the necessity of the data we're processing, and it doesn't have to be strictly necessarily. It just might be the best way of doing this, so I think that we strike the "strictly" then I'll be in agreement. Thank you.

JANIS KARKLINS: Okay, thank you. Margie?

MARGIE MILAM:	Chris just said the same thing I was going to say that "strictly" is not the standard under GDPR.
JANIS KARKLINS:	Okay, which is necessary. Good that maybe have a first building block stabilized, but of course we still need to introduce those few elements that we discussed and that are not reflected here. Let me then suggest – unless there is any other element that members would like to introduce or talk about. Marc Anderson?
MARC ANDERSON:	I'm going to throw another one out here. I'm not sure if this is the right place for it or not, but do we want to – or does it make sense to include anything about retention of the data? I think we have retention as one of our topics later, so if you want to just table that, that's fine. But I'm just throwing it out there as a consideration for everybody.
JANIS KARKLINS:	I think what to do with data in this building block is simply ticking the box that a requestor confirms that the data will be processed in a lawful way if received. But then what to do with data, how long to retain it, that is in a different building block and we will be discussing it immediately after conclusion of this conversation or this part of conversation. I see Brian's hand is up.

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BRIAN KING:	Thanks, Janis. I agree with what you just said. And to Marc's point, I would say E captures that "process it lawfully" includes retain it only as long as needed. Thanks.
JANIS KARKLINS:	Thank you. So there is some exchange in the chat. I ask staff also to consider the opinions and what is expressed in the chat when some edits will be made to this text. Thank you. So no further request to the floor. We will revisit of course this building block for potentially final reading with understanding that nothing is agreed until everything is agreed. That's probably some elements will need to be added as soon as we will have agreement or stable understanding on accreditation.
	So for the moment, let us move to the next building block which is Building Block E. If I may ask you to put that element on the screen.
	This is short and sweet. Let me see whether this will stand like that. The EPDP Team recommends that requestors must confirm that they will store, protect, and dispose data in accordance with any applicable requirements in relevant data protection laws such as GDPR. Such as GDPR is because they have other laws that need to be followed as well.
	That is very general and broad recommendation. From other side, maybe we need to talk more about also the physical protection of stored data and also the time that is needed for retention and then how data would be destructed or erased. Who wants to start? Amr?

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AMR ELSADR: Thanks, Janis. Is this building block the correct place to also include where logs of data disclosed that third parties need to take place as well as on the third party side to make sure that they do destroy the data when they're meant to? I'm pretty sure that's something we've discussed in the past. I think we received the legal advice on this as a safeguard measure. So I'm wondering if this is the right place to include that, or does that belong somewhere else? Thank you.

JANIS KARKLINS: Thank you, Amr. Marika is saying that this is covered in other building blocks. But if you want to dwell on that, Marika.

MARIKA KONINGS: Thanks, Janis. I think it's covered – if I'm not mistaken – in two other building blocks. I don't know by heart which ones. Maybe the acceptable use policies – it may be linked to that but I do recall as well that there is an outstanding question on those that ask, what does it exactly entail? Maybe it's for Amr to really make a note that this may be something he would like to see reflected there, and when we get to that conversation to maybe restate it and then we can add then the detail when we get to the broader conversation around what logging means and what the requirements around that should be.

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JANIS KARKLINS: Okay, so there is also a preference. It seems that to replace the formulation instead of such as GDPR, including the GDPR. I think this is a good suggestion.

Okay. Sarah is in a different opinion. For me, of course, that is simply linguistic change, but it seems that there is also a legal connotation. Sarah, would you like to [inaudible]?

SARAH WYLD: I think I would like to hear from some of the lawyers on our team. I know that in some context, to say "including" has a lot of significant meaning for a contract. In this example, if we have a requestor who is subject to other data protection laws but the GDPR does not enter into it in that specific request, and then we say has to work in accordance with requirements including the GDPR, I'm just concerned that we are sort of overcomplicating things. I don't know.

I mean I was originally reading the suggestion just to put in "the" because to say "such as GDPR" is not grammatically correct. It should say "such as the GDPR." But if we're changing from "such as" to "including," I think that might have more meaning than we intend. Thank you.

JANIS KARKLINS: Okay. Thank you, Sarah. Brian King?

BRIAN KING: Thanks, Janis. I can opine on this for a quick second. I think what we tried to do was use the word "relevant" to mean applicable data protection laws, and so if we're doing two things here, one is using the word "relevant" to signify what you're talking about, then we probably don't need "such as GDPR" or even "including GDPR," or just be the relevant data protection laws. And maybe the word "applicable" is better than "relevant" here, anyway. Thanks.

JANIS KARKLINS: Okay. Thank you, Brian. Would applicable data protection laws full stop gather consensus? Farzaneh?

FARZANEH BADII: Hi. Thank you, Janis. I wanted to ask what if the applicable data protection laws do not have many requirements for this recommendation. I think we need to just come up with a general policy that recommends that they store and protect and dispose of the data, and just perhaps in the implementation process we come up with an enforcement mechanism. I don't think they're applicable – data protection law actually protects some of the registrants that might not have appropriate data protection laws. Thank you.

JANIS KARKLINS: Okay. Thank you, Farzaneh. Anyone else? Who would simply then retain the text as is with the relevant data protection laws and then put full stop? Would that be something sufficient? Okay. I see no objections. So then we'll proceed in this way.

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Any other points under this building block? Should we say something about time, how long that the data would be retained before destruction? Or is that impossible to put in the policy? Stephanie, please.

STEPHANIE PERRIN: Thank you. I just wanted to say what I put into the chat a moment ago. Some of the retention requirements are covered in other laws. It's probably safer to say applicable law, especially data protection law because then they're covered. Thanks.

JANIS KARKLINS: So we have applicable requirements in relevant data laws. I think that that is a tricky formulation that covers your concern.

STEPHANIE PERRIN: Okay. Thanks.

JANIS KARKLINS: Ashley, your hand is up. Or is that by mistake?

ASHLEY HEINEMAN: I changed my mind. I put it down.

JANIS KARKLINS: Okay. So then I take that for the moment we can stabilize this … oops. No, we can't. Sarah and Thomas.

SARAH WYLD: I'm so sorry. Thank you. I think Stephanie makes a really good point. I think Stephanie's point is very good. There are other legal obligations to retain data. I know, for example, tax law requires some retention. So it intersects with privacy law, but it's not always the same thing and we should be careful about how we work this. Thank you.

JANIS KARKLINS: Aren't we overcomplicating this thing? I understand your point. Certainly tax laws – are they applicable in this particular case? That's my question. Mark and then Thomas.

MARK SVANCAREK: Hi, I agree with the spirit of what Stephanie said but I do agree that this seems like we're overcomplicating it because applicable law is any applicable law. So privacy law, tax law, whatever is applicable. There's a burden on the controller, the requestor, and everybody else to apply to the laws. I think a lot of times we talk about local law. I think that's some verbiage that I've seen in other consensus documents.

So I would keep this as simple as possible. I thought applicable law was pretty good. So even though I agree with the spirit of adding more words, I don't think it adds a lot of value. Thanks.

JANIS KARKLINS: Okay. Thank you. Thomas?

THOMAS RICKERT: Thanks very much, Janis. Sorry, my voice is fading away. Let me just drink a sip. I've caught a cold in the air conditioning, so I apologize for that.

I think it's difficult at this stage to speak precisely to what retention periods would be appropriate since we do not yet know the exact setup. But I think what we can probably put into the policy is that during the implementation, there needs to be a retention and deletion policy for all the data that has been processed for this exercise, and that this policy needs to make sure that statutory retention requirements are being met and the data retention is at the discretion of the controller that the data should be kept for the shortest possible period of time. We will need to talk about, how long do we need the data for auditing purposes? How long do we need the data in order to protect claims against unlawfully disclosing data and all that? But I think there are too many unknowns at the moment to really put flesh to the bones.

JANIS KARKLINS: Thank you. Can we then think about policy recommendation that suggest that during the implementation phase, the clear process verifiable and should be set in motion for destruction of data? Something like that. We'll think how that could be formulated, but the idea is that during the implementation phase, not the policy recommendation, but the procedure should be clearly spelled out but are verifiable that the data is really destroyed when it needs to be destroyed. Brian?

BRIAN KING: Hey, Janis. Thank you. To your last point, I think that confirming or ensuring that the data is destroyed when it needs to be destroyed is not going to be within ICANN's remit. Our remit as the EPDP Team is a realistic and a practical exercise here. The way that this works is that we should include it in the policy, and then have that be a part of the contract of the data processing agreement. Thanks.

JANIS KARKLINS: Thank you. Any other comments on this building block? In essence, so then maybe we can ask staff to maybe provide additional edits in light of our conversation and we will come to the second reading of this prior to putting it on the stabilized bucket.

So let us move then to the next agenda item, which is where the disclosure determination or decision should be made. Can I have agenda on the screen please, just to make sure that my memory serves me well? May I ask to put the agenda on the screen?

MARIKA KONINGS: Janis, I don't think I see Terri. She may have dropped off on the call, so I'll go ahead and [inaudible] up in a second. Please bear with me.

JANIS KARKLINS: Okay. Thanks. We had a very lengthy discussion in Los Angeles on this topic. Of course, there were many ifs, and after this

conversation, we came to maybe an idea that may gather balancing point from all that if the Co-controllership Agreement is detailed enough and the policy is well established and agreed by all by consensus, so then the decision on disclosure could be made not at the level of registries/registrars but at the level of entry point or a gateway. That was not fully agreed because we need also some reflection time and I asked also registrars in the first place but also others to think whether that would be something feasible that we could pursue thinking further about.

Then we also asked to review in a Google Doc – and maybe, Marika, if you could walk us through the inputs in the Google Doc that have been received so far before we open the debate.

MARIKA KONINGS: Yes. I'll just go ahead and share them the Google Doc, and of course we'd like to encourage those who have provided the inputs to of course comment themselves as well. As noted, everyone was requested to provide their perspective on what conditions would need to met in order for any of these three options to be deemed acceptable or viable.

The IPC input notes that the decision – in the case of contracted parties, what conditions would need to be met, the decision must be made by a different party. They know that most of the requests to contracted parties are ignored today as well as contracted parties would need assurance about their liability.

In the case of ICANN Org, from the perspective of the IPC, the conditions to be met would be a decision by ICANN or its

designee to disclose must carry the authority to provide the data (i.e. must not be merely a suggestion).

Then input was also provided by the registrar as stakeholder group notes that in the case of contracted parties being the responsible party for deciding whether to disclose or not the legal basis for disclosure of how data and the JCA (Joint Controller Agreement) that lays out the responsibilities for data processing.

In the case of ICANN Org being the decision-maker, they know that the condition that would need to be met would be full legal indemnity of other controllers, and that same condition would apply in the case of a data trust.

And just a note the staff did add that option but that option may not be viable at this stage. I think it was noted that further work is ongoing and will likely take some time before that option could be a potential avenue.

That's all the input that we noted in the Google Doc at this stage. I hope I didn't get any [inaudible].

JANIS KARKLINS: Okay. Thank you, Marika. Any further inputs? Any further thoughts? Developments since Los Angeles? Ashley, please.

ASHLEY HEINEMAN: Hi. Thanks. This is Ashley with the GAC. I just wanted to repeat a comment that I had made while in Los Angeles with respect to full legal indemnity or indemnification. I just wanted to flag again that

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that concept is really not possible. I recognize that that is an ideal situation, but I would just wonder if – recognizing that that's pretty much dooming any other possibility by asking for full legal indemnity, if it was possible for the registrar constituency to perhaps reconsider to something more along the lines of … that in such a scenario, the deciding party would accept all legal liability associated with that role and function, because I think that's more realistic. I think if you're looking for full legal indemnity from who and are they in the position to legally do so, I think it's more terminology. I think what you're looking for is still the same by indicating a recognition and an acceptance and willingness to take on the legal liability associated with that role and function.

Also, I just wanted to know – and perhaps it would be more useful at this stage of our conversation rather than splitting it between ICANN and a trust that perhaps we could frame our discussion better by having a single entity with the role and responsibility of making the decision as opposed to you breaking it out the way it is now. Because I think generally policies would, by and large, at least at this stage in the conversation be the same, whether we split out as ICANN or the trust. I think we're kind of ruling out other possibilities as well, but I think the primary, what we're trying to get at is can we do this with a single entity or do we have to include all of the other joint controllers in this situation? Anyway, I'm getting a bit long-winded. I'll stop there. Thanks.

JANIS KARKLINS: Thank you, Ashley. Amr?

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AMR ELSADR: Thanks, Janis. I totally agree with everything Ashley just said about not being able to legally indemnify an actor in the situation. I'll note that we also received legal advice recently from Bird & Bird on this, and they clarified that even in situations where there's a clear distinction between a controller and a processor, the processor is also legally liable in cases where disclosure takes place inappropriately.

And the disclosure is not only limited to the decision to disclose but also the act of disclosing. So that makes it even more complicated in my opinion, and I'm not sure if we keep pursuing. This is a reasoning, you know, legal indemnification. I'm not sure we're going to actually get to somewhere we need to go. So just some thoughts I thought I'd add to the discussion.

JANIS KARKLINS: Thank you, Amr. When we were talking in Los Angeles, we basically identified that the response would consist of three actions. One action is a decision to disclose. The second action is forming the data file if decision of disclosure is positive. Then the third action is transfer of that data file to requestor. Each of those actions needs to be performed with a legal reason. But of course, the most important out of three is decision to disclose data.

Then we decided for the moment to limit ourselves discussion whether there are any conditions that there would be an entity, a central gateway, where the decision of disclosure could be made. Because if 100% full legal indemnity of other controllers is a request which cannot be modified then I think we would not reach any other conclusion then there is decentralized model is the only

possible way. But from conversation that we had in Los Angeles, I understood that there may be some circumstances, many ifs where registrars could consider. Then the question is whether registrars could consider.

Ashley asked some questions and her hand is up now. I will give now Ashley the microphone again, but please, registrars, if you could think of engaging on Ashley's comments. First, Ashley, comment. Now, Ashley, please go ahead.

ASHLEY HEINEMAN: Thanks. Again, I think this is why it's really important that we set our sights on on what we hear back from the DPAs on the specific question. This is what's going to be posed to the Strawberry Team, and I think it's going to be really helpful. Because at the end of the day, legal guidance is great form a third party lawyer, but at the end of the day, the most authoritative perspective is going to be from the DPAs. So I'm really hopeful that we can get a concrete answer one way or the other from that route. Thanks.

JANIS KARKLINS: Thank you, Ashley. Any reaction? None?

Okay, if I may ask or encourage other groups to inform the team about their thinking on this particular topic, and if I may ask Registrars group to consider nuancing your position – that I think that that would be helpful – based on what you heard from Ashley and also based on the further conversation that we will have on this topic.

Again, for the moment, we most likely will not be able to come to a definite conclusion, but we may want to think of conditions and then progress on maybe even in few options. If those circumstances then that would be solution. If those circumstances then the solution would be different. Sarah, please.

SARAH WYLD: Thank you. I want to thank Ashley just for providing that input. I do think it's important to consider all these things. As I mentioned in chat, I'm not super clear on whether there is a significant difference between, on one hand, accepting full legal liability versus, on the other hand, providing indemnification. So I guess I'd be interested to hear really what the difference is there.

I do feel like we've got input from Bird & Bird in the recent legal memos about how this is going to work. It just seems to me that really we need to focus on the Joint Controller Agreement and laying out the specific disclosure process so that we can sort through these questions. Thank you.

JANIS KARKLINS: Thank you. Ashley?

ASHLEY HEINEMAN: I think at a practical level, you're right. You pretty much get the same thing. I think the problem comes is that no entity is going to indemnify another party. I know this from personal experience it's quite often than the Commerce Department is asked or the U.S.

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government is asked to indemnify. Lawyers don't do that. So it's more about what's realistically possible here.

I think getting an entity to accept full liability for something is much easier and it gets you the same result than getting a commitment to indemnify fully another party. You also need to be really careful here to keep this very concise in that what we're looking at here are the liabilities associated with disclosure, and however we decide to define that, because at the end of the day, we're never going to be able to remove liability from anyone on everything. There's always going to be liability there. It's just going to be broken down by function. So, anyway, I hope that answers your question to a certain extent but that's what I intended.

JANIS KARKLINS: Thank you, Ashley. If you could type in the chat room your suggested formulation on legal liability associated with the disclosure decision or how you nicely formulate on that.

Again, I would like simply to remind that we had this conversation in Los Angeles, and what is maybe unknown and where we would need advice or opinion of the European Data Protection Board is whether in case of Joint Controller Agreement with a very clear division of liability on the specific actions and decisions taken, whether in case of litigation courts would hold not registrars liable for wrong disclosure decision which was not made by registrars, or courts in every circumstance would make registrars liable for that wrong decision taken by other party. That's the key question.

Then of course, indemnification kicks in, and there was I think it was Volker who made the concrete case or concrete question if in Germany individuals used the German registrar for disclosing data. At the time when registrar received request to disclose the data from centralized [bit.ly] or ICANN, whatever that might be. Then German court asks German registrar to indemnify individual, whether then the ICANN or that who made decision on disclosure would indemnify German registry on that amount that was paid out according to court decision. That is the sequence of questions that we were addressing, and of course the opinion of European Data Protection Board would be essential in this respect and would be very helpful to us in our decision-making.

Sorry for being long. Just to recap what we had in the conversation or what we discussed in Los Angeles also to refresh our own memories. We certainly revisit this question and probably not once, but again I encourage everyone to fill the opinions in the Google Doc that we can collect as wide range of opinions as we can and see whether there is any convergence possible.

With this and in absence of further request for the floor, I would like to move to the next agenda item and that is proposed schedule of meetings until January, our face-to-face meeting. Look, after Los Angeles, we made with the staff an analysis, what we need to do and then how much time that would take in order to be able to demonstrate significant progress during the Montreal meeting and provide initial report or publish initial report in a reasonable timeframe.

We came to conclusion that we may need to make little acceleration taking into account that we will face Christmastime

that will most likely be quiet. In this respect, I would like to propose and hear your reaction that we would add additional three meetings to our scheduled Thursday meetings in a run-up to Montreal meeting, that we have version 1 of the draft ready for Montreal and that we can see whether during the one-day full day face-to-face in Montreal, we could turn a 1.0 draft to draft initial report. With this I mean that we would have three additional Zoom meetings on Tuesdays when Legal Committee is not meeting until Montreal.

Then after Montreal, we would see where we are and how much time, whether there is any chance to produce initial report by early December, which would then allow community to provide input and that we could examine that input during the face-to-face meeting that we agreed to have at the end of January.

Also with understanding that December, we would most likely not have any meetings starting from – I don't see the calendar now – but 17, 18 December, or even 15 December until New Year, we would not have any meetings.

If, in principle, that would be acceptable then we would make a suggestion of the topics that we would examine during each Zoom meeting until Montreal and we would meet next week, we would meet on Tuesday and on Thursday. Then the first week of October, we would meet only on Thursday. And then subsequent week, we would meet on Tuesday and Thursday, and then subsequent week, only on Thursday, until we would get to Montreal.

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So that's the proposal. I'm looking for supportive comments. I do not see body language but I read some comments that are supportive or neutrally supportive. Okay. Then I take that we will do that. The next meeting will be next Tuesday. The tentative agenda for all meetings will be published today after this call and we will then provide more detailed agenda – Friday for meetings on Tuesday, and Monday for meeting for Thursday.

With this, I take that we have come to the end of the meeting, and if I may ask Caitlin to recapitulate our main action points. Please, Caitlin.

CAITLIN TUBERGEN: Thank you, Janis. I captured three action items from today's meeting. The first is for Support Staff to update Building Block A, which is criteria/content of requests, following the feedback from today's conversation.

Second, Support Staff to update Building Block E (retention/destruction of data), following the feedback from today's conversation.

With respect to where the disclosure decision is made, EPDP Team members who have not yet contributed to the table, please do so in advance of the next Team meeting. And also for Registrar Team members to consider the feedback noted today and reconsider the position noted in the table, if possible.

I'd also like to remind everyone that there were many outstanding action items from our face-to-face meeting, and those will also be distributed with the notes from today's call. Thank you, Janis.

JANIS KARKLINS: Thank you very much, Caitlin. With this, I think we are done today. Thank you very much, everyone, for active participation, and staff for supporting us. This meeting stands adjourned.

TERRI AGNEW: Thank you, everyone. Once again the meeting has been adjourned. Please remember to disconnect all remaining lines and have a wonderful rest of your day.

[END OF TRANSCRIPTION]