ICANN Transcription

New gTLD Subsequent Procedures Working Group

Thursday, 09 April 2020 at 2000 UTC

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JULIE BISLAND: All right. Well, good morning, good afternoon, and good evening. Welcome to the new gTLD Subsequent Procedures Working Group call on Thursday the 9th of April 2020. In the interest of time, there will be no roll call. Attendance will be taken by the Zoom room. If you are only on the audio bridge, could you please let yourself be known now?

Okay. Hearing no names, I would like to remind everyone to please state your name before speaking for transcription purposes and please keep phones and microphones on mute when not speaking to avoid background noise. With this, I will turn it back over to Jeff Neuman. You can begin, Jeff.

JEFFREY NEUMAN: Thank you very much, Julie. I have a wind behind me as well, so hopefully if you do you hear the wind it won't be too loud. It was

actually a lot stronger earlier. It knocked the power offline for a couple of minutes.

Anyway, I hope everyone is doing okay and sheltering in place or staying home. Today we've got an exciting agenda, here. We're going to finish up objections. Really, there is just one topic left to finish up that we just gave really short shrift to last time so wanted to just continue that discussion. Then, we'll go into the base registry agreement and, if we have time, we'll go into application change requests. Let me just first ask if there are any updates to any statements of interest? Kristine, please go ahead.

KRISTINE DORRAIN: Thanks, Jeff. I just wanted to let everybody know that Friday will be my last day as part of this PDP. I've really enjoyed working with you all and contributing to this. I'm switching to a different role at Amazon so I will not be in this group anymore, but I am still legally representing Amazon Registry through Friday. So, I'll be on for this call and then not after that. I just wanted to let everybody know. Thank you.

JEFFREY NEUMAN: Thanks, Kristine. Sorry to see you go but glad you're moving onto some other good opportunities. Thank you very much for all your participation. Okay. Let me ask if anyone has any agenda items for any other business?

I should mention that we did receive a letter from the GAC today. I apologize, I have not sent it to the list. I'll send it during the call. If we could just put that as any other business, just so I can make

sure I mention it. Christopher, your hand's raised. Please, go ahead.

JULIE BISLAND: Christopher, you're muted. I'm going to unmute you. Okay, go ahead.

CHRISTOPHER WILKINSON: Sorry. Jeff, with a smile but I mean it, Europe has gone onto summertime, otherwise known as Daylight Saving Time. I think this call is too late. Basically, the system has taken the advantage of the extra hour. I think the extra hour should incur to the participants.

When we went onto Daylight Saving Time, instead of having 20:00 UTC calls we should have had 19:00 UTC calls. I don't mind joining a call at 10:00at night but I really have some reservations about staying on a call until half-past 11:00 or, at the limit, 12:00 at night. I can take a call at 3:00 in the morning but the hour that we've been given is our hour and not your hour. With a smile.

JEFFREY NEUMAN: Okay, thanks. Cheryl, I think, wants to address that so, Cheryl, go ahead.

CHERYL LANGDON-ORR: Oh, yeah. Cheryl will address it, I can assure you. Christopher, I'm looking forward to how that's going to work when we switch in the other hemisphere because, of course, we're going to be absolutely

equitable with all of the changes of all of the Daylight-Saving Times in all of the countries who do so.

And then, how are we going to be equitable with those that don't do it at all, as much of Asia does not? The reason we rotate the times, Christopher, is to be as fair and equitable as we can be running in a UTC-time base.

And I'm afraid there are always going to be times that inconvenience some of us and it's just up to us to decide whether we do or do not join for any or all of those calls that are inconvenient. The world has too many time zones to be reactive to the changings of Daylight Saving. Thank you.

CHRISTOPHER WILKINSON: Cheryl, as the GAC secretary I know very much in great detail the time zone issues. I don't see problems. I'm including, especially, Australia. So, please, no lessons on that point. But as I said, Jeff, just a smile. I can support this because, at my age, there is a certain insomnia factor which helps, but I think this may explain some of the rather limited participation we have from certain parts of the world. No further comments.

JEFFREY NEUMAN: Okay. Thanks, Christopher. We made a decision early on, probably within the first few months of 2016, I think, when we started this thing, to stay on UTC time and not change off of that when anyone was going through any kind of savings time issue. Yeah, that's just the way. So, sometimes we lose an hour, sometimes we gain an hour. Okay.

Let's move on, then, to the first topic. While that was going on, I just forwarded to the group the letter that I got from the GAC Chair, so hopefully everyone gets it. We'll address that at the end but let's go to, right now, the objections. Okay.

So, to the one we left off at – let me just make sure that the one that's being displayed is the one. I think we're on the new items. So, if we go to section C … Yeah, there we go. So, it's the string confusion objection we're still talking about, so just to remind/refresh everyone's recollection.

What we're talking about now, though, while technically not string confusion objection, is if we did go forward with it it would be some new type of objection, even though it came under this category. That's a proposal whereby if someone applied for a string that's an exact translation of an existing string that's in a highly regulated sector and the applied-for string would not employ the same safeguards as the existing string, of course subject to applicant's governing law.

So, in between the last meeting and this one, I went back to the Beijing communiqué, which was the communiqué from the GAC that established this category-one designation. In that part of the communiqué, the GAC advised that strings that are linked to regulated or professional sectors should operate in a way that is consistent with applicable law.

And then, they say that these strings are likely to invoke a level of implied trust from consumers and carry higher levels of risk associated with consumer harm.

So, there are two options that we had on the table at the end of the last call. We were talking about either putting this in a category of, "Well, let's discuss this in terms of whether we should adopt category one and that type of advice formally, and therefore you may not need an objection, or whether we not adopt category one and rather handle it as an objection-based from a dispute resolution point of view."

So, again, the two options would be … Well, there are actually three options. We don't have to do any of this. But two of the options would be the first one being you could adopt some level of PICs that would require these highly sensitive strings to have requirements built into the contract. That would be option one.

Or another option, option two, could be that rather than having those requirements you could have a dispute process like this one where you allow a dispute to be filed based on the fact that it's an exact translation and that they don't have the same type of requirements that other existing regulated strings have. I see GG is in the queue. GG, do you want to make some comments on this?

GG LEVINE: Hi, Jeff. Yes, I do. Can you hear me okay?

JEFFREY NEUMAN: Yeah, great. Thanks.

GG LEVINE: Okay. Yeah. Because NABP did submit comments in this regard, I wanted to explain the rationale a little bit. The reason that it was suggested an objection in the category of string confusion is that the potential for confusion by the end-user that the verified or the restricted TLD does build in a certain amount of assurance that a registrant is appropriately credentialed, which is important when you're talking about things like medicine.

So, if you have something that is a very similar name in meaning then you run into the problem of people that are familiar with the restrictions of the one might automatically assume that the same restrictions are in place in the other. And for that reason, it is a potential danger to end-users.

So, it does seem like it's a potential for confusion. It does make sense, at least to my mind, that standing for an objection. I'm not saying that that should take the place of having category one formally adopted. I'm not sure how the group feels about that but it just seems to make sense to have the opportunity for the panel to make a decision on a case-by-case basis when it comes to that type of situation. Thanks.

JEFFREY NEUMAN: Yeah. Thanks, GG. That helps with the rationale. Thank you for that. Let me go to Christopher, and then Greg.

CHRISTOPHER WILKINSON: Hi. Jeff, seriously this time. Look, I do not have strong views about string confusion but I query the addition "subject to the applicant's governing law." I know that somewhere in the AGB there

is a clause to the effect that registries are subject to the law of their incorporation.

I have general reservations about that but, specifically regarding geographical names, I am opposed. I think that the geographical names, whether it's a matter of string confusion or not, should be subject to the jurisdiction of the geography to which they apply. I'm reluctant to accept at face value this clause because I think it harks back to a clause elsewhere which I think, in geographical names, is not applicable. Thank you.

JEFFREY NEUMAN: Yeah. Thanks, Christopher. So, I think the reason why we added the "subject to applicable law" during the last meeting was that if you can file an objection because an applicant for an exact translation doesn't implement all of the safeguards that, let's say, an existing registry has, if the reason they haven't done it was because certain things are either allowed or disallowed according to your local law, you shouldn't then be penalized for doing that or not doing that if your law requires or doesn't require something similar.

So, I think that's why we added it. It wasn't intended to take anything else away. But I, at points, noted that maybe it's just putting the words subject … Go ahead.

CHRISTOPHER WILKINSON: Okay. Well, in that case, I think in this particular text we should say just "subject to applicable law" and not "the applicant's applicable law" but just "applicable law," and to put in pour mémoire

that we need to change the applicable law rules applying to geographical names. Thank you.

JEFFREY NEUMAN: Okay. Thanks, Christopher. Well, we'll talk about geographical names as separate but I understand your point. There are some things in the chat. GG agrees to "applicable law" not just "applicant's," but Maxim asked a question, "Then what is applicable to what?" Greg, and then Paul. Go ahead, Greg, and then I'll jump in afterward. Greg, go ahead.

GREG SHATAN: Thanks. I'm very sympathetic with the consumer protection and trust concepts underlying this suggestion. However, I think fundamentally this is flawed because this is simply not … String confusion is not confusion between the two strings, it's maybe business practice confusion or something along those lines. But it has nothing to do, really, with the string itself being confused with another string as a string.

So, I feel like if it's an objection at all it's an entirely different kind of objection. And to do it on the basis of some similarity in meaning is both over-inclusive and under-inclusive. Fundamentally, it has nothing to do with the string being confusingly similar, or at all. It may have to do with consumer confusion but not confusion about the string. Again, it's about the business practices.

And then, I think the dark side of this is this is potentially anti-competitive. If there are different business models for carrying out a competing plan or type of top-level domain, and perhaps

.apothecary would have a different set of restrictions and methods by which it provides a trusted space, or maybe a less trusted space, or a more trusted space. That should be allowed.

If we want to get at consumer trust and at consumer harm, I don't think that the way through it for this type of issue is the string confusion objection. Thank you.

JEFFREY NEUMAN: Okay. Thanks, Greg. Before I get onto Paul, the reason why—you may ask, "Well, there are so many proposals that were made in the initial report and so many that we haven't discussed in this kind of detail," one of the reasons we're discussing it is because it did receive significant support from GG, NABP—National Association of Boards of Pharmacy—but also the ALAC supported it, the US Postal Service, INTA—the International Trademark Association—and the IPC supported it, although with the concern of how you define exact translation. So, they want to drill down on that.

There was opposition, it should be noted, from the registries, the registrars, and the Brand Registry Group. So, I just wanted to explain why we're spending a lot of time on this. I take Greg's point, and Jim's, as well, in the chat, that if this does go forward as an objection it doesn't neatly fit into the string confusion. And so, we might need to develop a new process for the new name. But thanks, Paul, for letting me just explain that. I'll go to you, Paul.

GREG SHATAN: Jeff, if I could just respond momentarily?

JEFFREY NEUMAN: Oh, sure. Sorry, Paul. Yeah.

GREG SHATAN: I'm not objecting to the concept itself but shoving it under the string confusion objection. I agree that, if we were to go forward with this, we'll either have to agree that we are massively changing string confusion or we have to come up with something different. I am sympathetic with and/or a member of all the organizations … Well, not all of them, but several of the organizations you mentioned. So, I think it's for that reason I'm concerned about more on a "fit" perspective than on a "goals" perspective. Thanks.

JEFFREY NEUMAN: Yep. Thanks, Greg. Paul, go ahead. Sorry about that.

PAUL MCGRADY: Yeah, no problem at all. So, on the first issue of setting to applicant's governing law, that was text that I suggested on the last call. The reason why it's "subject to applicant's governing law" is that complying with everybody's governing law would essentially eliminate these sorts of strings at all.

So, for example, imagine that there is a .doctor in English. I don't know if there is or not. In order to get a second-level registration, you have to be a doctor admitted to whatever doctors are admitted to in the United States, and they have to maintain whatever that they have to maintain.

If there was, then, a corresponding .doctor but in Cyrillic for Russian doctors, who don't compete with American doctors for the most part, then they would need to be licensed and regulated by whatever the applicant's governing law is.

To say that .doctor in Cyrillic could only sell second-level domain names to doctors that are subject to the governing law of everywhere in the world would eliminate the ability for that to exist. So, we have to find a way to make it narrow and make it make sense because the other way doesn't make any sense.

As for the standard here for string confusion, I put it into the text. I thought it was helpful. It doesn't call out that exact translations are automatically confusing, and therefore out, but it doesn't say that they're automatically in, either.

So, I think, maybe, we either need to decide that we're going to tinker with the actual text and see if we can make this fit or if we just say this is something new and we're not going to proceed. Thanks.

JEFFREY NEUMAN: Yeah. Thanks, Paul. I think, rather than discussing where it fits in and how it fits in, right now, just as I put in a note here, just trying to test the waters, here, to see if this is an area that the group believes should be included as an objection, and if the answer to that is yes then we'll work on the exact text, where it would fit in, and all that kind of stuff.

But right now, I'm just trying to see if we have agreement one way or the other, but totally understand the points that were raised. I

think the next one is Kathy because I think Christopher and Greg's hands were old hands. So, Kathy, go ahead.

CHRISTOPHER WILKINSON: Not at all. Not an old hand but I'll wait.

JEFFREY NEUMAN: Oh, okay. Let me go to Kathy, and then I'll come back up to you, Christopher. Kathy, go ahead.

KATHY KLEIMAN: Sorry, mute didn't want to come off. Hi, everybody. Okay. So, here I can see the grounds for objection. I'm just not sure … I wanted to ask a question about that. Does the right party have standing in this case?

My understanding, and others can let me know, that string confusion objections would be filed by the applicant or by other registries against the applicant, like .mobi versus .mobile in round one.

But here, the issue is not just a country's regulation of doctors or pharmacies but, globally, is there a sense that this string represents a highly regulated industry? The Beijing Advice Category 1, as others have mentioned.

And so, isn't this an issue for the GAC to get involved in? Are these strings not necessarily even identical but too confusingly similar? And does it matter, if it's Chinese versus American, that the sense of the global community is that these strings, which will be serving

the world as gTLDs, are too close together that people would confuse them?

So, question of standing: Is this the right mechanism to go through a string confusion objection? Should this be going to the GAC instead or in addition? And do we want to create standing in some way for the GAC to come into an objection like this? Thanks.

JEFFREY NEUMAN: Yeah. Thanks, Kathy. Okay. Christopher, and then Greg. Paul just put himself back in the queue, okay. Christopher, go ahead.

CHRISTOPHER WILKINSON: Yeah. Thank you, Jeff. Very, very briefly. First of all, I agree with Greg's comment and analysis about where this issue should be. I think it goes beyond string confusion. And secondly, that is without prejudice to what I've said earlier about the jurisdiction of the applicant. Thank you.

JEFFREY NEUMAN: Okay. Thanks, Christopher. I'm going to try to summarize. I think everyone here has made really good points. I think we can all acknowledge that this does not really fit into the "string confusion objection," and I also take Kathy's point that, is an objection like this really involving the right parties? Or certainly, the party that would have standing to object? And yes, maybe another applicant or another registry would want to challenge but, perhaps, that may not be the most appropriate kind of entity to challenge based on these grounds.

I think this also should be connected to the whole notion of category one in general. We do need to reserve some time to talk about how we handle highly sensitive or strings in highly regulated industries.

So, what I'm going to make a proposal is that when we schedule that time into the work plan to talk about whether or not to adopt category one, we also include this subject. So, if we do adopt a category one in the form of PICs or some other form then this may or may not be necessary.

But I don't want to lose this concept because I do think we need to respond to the GAC's advice on category one and figure out an appropriate way to handle highly regulated strings, or at least figure out a response to the GAC's advice on this topic.

So, if that sounds okay? I note Kristine's comment, "Perhaps this could fit into something like a morality and public order objection. Anyone of standing could bring that type of objection, including the independent objector." I think that is a good note. Let's put that in the notes for this section and then, when we come back to this whole highly regulated strings industry … Sorry. On the subject of strings, we'll come back to this concept.

Okay. I want to switch gears, now. Thank you for that. That was a great discussion. I'm going to switch gears, now, to the base registry agreement. So, I know it's like doing a complete turn and a completely different kind of subject but I think that's the next one on our list.

So, hopefully this one won't be as … There is not as much, I think, on this one to discuss. The first part starts out with an affirmation of

the various recommendations that were made back in 2007. That includes recommendations ten, 14, 16, implementation guidelines K and J.

Basically, that means there must be a base contract provided to applicants at the beginning of the process. The initial registry agreement must be of a commercially reasonable length. There must be a renewal expectancy. Registries must apply existing consensus policies and adopt new consensus policies as they are approved.

ICANN should take a consistent approach to the establishment of registry fees. Now, these are fees paid to ICANN, not the fees charged by registries. And then, implementation guideline J, the base contract should balance market certainty and flexibility for ICANN to accommodate a rapidly changing marketplace.

So, there are certainly more affirmations and recommendations coming up so I just want to stop there. Does anyone have any objection to affirming those recommendations? Okay. All right.

The next affirmation is that the working group affirms the current practice of maintaining a single base registry agreement with "specifications." Those specifications were one through 13 but not everyone got … Specification 12 was only for communities and specification 13 was only for .brand TLDs.

So, to the extent that anything is recognized in the future then, in theory, they could have other specifications. But everyone will still be given the same base agreement that's on the ICANN … Well, at

least the current one is on the ICANN website under “registry agreement.” Any thoughts on that second affirmation? Okay.

Now, we get to our first new recommendation. I'm already noticing that it should say “must” as opposed to “should.” “There must be a clear, structured, and efficient method for obtaining exemptions to certain requirements of a registry agreement, which allows ICANN to consider unique aspects of registry operators and TLD strings, as well as provides ICANN the ability to accommodate a rapidly-changing marketplace.”

So, what this recommendation basically says is that there may be certain situations where certain exemptions are necessary and, where those exemptions exist, ICANN needs to have/must have a clear, structured, and efficient mechanism for obtaining those exemptions.

So, if you were around for the 2012 round and were fortunate or unfortunate enough to participate in negotiations, the short answer was always no to any kind of exemption or negotiation that you wanted to have. ICANN always used the rationale that it didn’t have any mechanism to allow differences in contract, even though it said you could negotiate. They also said that having exemptions or negotiating certain things would not be fair to other registries.

While this doesn't say that ICANN needs to have or allow exemptions, this does provide a process, or this does require ICANN to develop a process where they can entertain exceptions, exemptions, certain things like that. Any questions? Kathy, go ahead.

KATHY KLEIMAN: Still having problems with mute. Okay. Jeff, I don't understand this recommendation, I'm afraid. It's well-written. I understand the words, but I don't understand how we can spend so much time creating the rules and then just allow exceptions, unbounded, undefined, to certain requirements of the registry agreement. Which requirements?

You know how I feel about PICs but at least the PICs now, under our new term, are openly negotiated. Can you give some examples of the types of requirements that we're allowing exceptions for and exemptions for? I think this is just way too broad and undefined. It creates a complete bypass to the very thing we've been spending years working on. Thanks.

JEFFREY NEUMAN: Thanks, Kathy. I see Kristine and Paul are in the queue so rather than me I think Kristine and Paul may help to provide an answer to that. If not, I'll come back to it. Kristine, go ahead.

KRISTINE DORRAIN: Thanks, everybody. I'll give you one example. I just skimmed through the list to see if Rubens was on this list to speak for himself. I know specifically that some new registry operators in South America experienced problems getting registrars on board. And so, because there was no ability to lift, for gTLDs, the Spec 9 registry vertical separation requirements, registries couldn't sell their own domain names to end-users. Those TLDs couldn't launch and they're still struggling.

I know that Amazon has chosen to do things differently and really have a customer-focused business model for the TLDs we've launched so far. We've also struggled to get registrars to want to onboard with us because we're not just trying to sell domain names to just anybody who shows up, necessarily. We really have strong businesses that we're building around them.

And so, when you do things a little differently it's kind of hard to get registrars on board. So, I know that's one that has come up in the past. There are other things that have come up where people have wanted to or needed to make some different modifications.

Another example I could think of is the hundred names a registry operator might be able to reserve to themselves. I know that some of the Geo TLDs really struggled with that. There would have been an opportunity to put something in the contract allowing that to happen with some guardrails but there is no good way to do it. So, those are a couple of examples. Maybe Paul can think of more. Thanks.

JEFFREY NEUMAN: Thanks, Kristine. Paul, go ahead.

PAUL MCGRADY: Thanks. Yeah, I'm thinking of the biggest one that came down, which is Specification 13. Specification 13 is, essentially, an exemption from certain requirements of the registry agreement that contain other specifications that have been tacked onto it.

Those that were involved in those negotiations, including myself, basically we kept running into a brick wall. It wasn't as if ICANN Org had no idea that brands would want to apply. In fact, they encouraged brands to apply. There was gobs of talking about brands applying.

But after 500 or 600 applied, a stonewall went up and the senior staff at the time, who are no longer with the organization, they simply just dug in and said they weren't going to budge on the issues that were important to make sure that the trademark underlying the .brand remained safe.

It really wasn't until we took our hat in hand to the then board chair, begging for help, that some small progress was able to be made. Finally, we ended up with what was a pretty good outcome. That was months, and months, and months, and was completely unpredictable. It wasn't clear. It wasn't structured. It wasn't efficient.

That's, I think, one of the reasons why this particular recommendation is so important. I see from the chat … I'm running out of time but Justine had some things that I think were interesting, here, in terms of some rewording of this. I'm wondering if maybe we could get her to hop on and talk about those. Thanks.

JEFFREY NEUMAN: Yeah. Thanks, Paul. I was just going to mention those, as well. I will wait to see if Justine wants to talk about them or whether Justine just wants me to raise them. I think both of the points are good points to raise. Okay. I'm not seeing Justine's hand, so I won't make

her speak. But first one on there … Thanks. Justine says I can raise them.

So, the first one is the easiest one, I think, I just to clarify what's meant by ICANN. That means ICANN Org, I believe in this sense, it means that allows ICANN Org to consider. That's not meant to say that the community shouldn't have the opportunity to weigh in but, ultimately, at the end of the day, it's ICANN Org that makes those decisions.

Then the other suggestion, which is alternate wording for obtaining exemptions. So, Justine asks whether it's more appropriate to be applying for or negotiating for exemptions as opposed to the words "obtaining exemptions." So, while people think about that and want to get into the queue to discuss, I'm going to go to Kathy. Hopefully, someone will raise their hand, as well, to talk about this potential change. Kathy, go ahead.

KATHY KLEIMAN: Thanks, Jeff. Paul, isn't what you raised, Specification 13, the exception that proves the rule? So, a number of applications came in and it was not a case-by-case issue. It was hard but it was a situation that hadn't been contemplated in the Applicant Guidebook, or if it had it hadn't been considered or written in. It became a public process. The public could track and even comment on what was happening with Specification 13.

And so, isn't that exactly the process we want with specifications with exceptions? There is no limit to how broad or how narrow these can be. These can be very broad exceptions. Here, you're positing

even entire categories or classes of applications could be handled by ICANN Org without the public and I don't think that's appropriate.

I know that the RPM's working group, the Right Protection Mechanism's working group, has recommendations out to create some latitude on issues like the 100 because we know that there have been some problems with the reservation of only 100 operational/technical terms when certain Geos and others probably need more to protect local trademark owners. But that's a different thing.

There are exceptions and some wiggle room that's being created by other groups but this one is just this blanket "ICANN Org can create an exception to anything it wants for any reason." That undermines everything we've done. Thanks.

JEFFREY NEUMAN: Yeah. Thanks, Kathy. I think Paul raised his hand, and Greg, to probably address this so I will let them do it, and then I'll put myself in. Go ahead, Paul.

PAUL MCGRADY: Yeah. Thanks. With regard to the idea that everybody was really surprised that brands would apply and that it wasn't really contemplated in the process leading up to the last round, I just don't think that's factual. I don't think that's historically accurate. There was gobs of talk about brands applying and ICANN, if it was surprised by 600 .brand applications, then shame on them, but I don't think they were surprised at all. I think that they just did not have a method in place.

And so, what we're asking here is, to address Kathy's broader concern, do we want a clear, structured, and efficient method or do we want more chaos like we had in the last round? I generally am a believer in clearness, and structure, and efficiency. Thanks.

JEFFREY NEUMAN: Yeah. Thanks, Paul. Yeah. I put myself in after Greg so, Greg, go ahead. And then, I see Martin's got his hand, so I'll go in after Martin. All right. Greg, go ahead.

GREG SHATAN: Thanks. Just to confirm, we're talking about the language at the bottom of page 76, right? Because I don't see here …

JEFFREY NEUMAN: That's correct.

GREG SHATAN: I just don't see that what Kathy is saying is actually in the language that's in here, that this will give ICANN Org an unfettered power that makes it possible to change anything, at any time, in any way, with input from nobody. All we're asking for here is a clearer, structured, and efficient method, as opposed to the spaghetti battle that we had the last time around.

What that method is, what the public involvement in it might be, how it works, that's an implementation question. The idea that somebody is against—and maybe Kathy is not saying this—a

clearer, structured, and efficient method, I guess the idea is being against any method for exemptions.

I think this is largely reasonable. I think there is some language that needs to be tweaked if we want to be more detailed about this at this point without veering off into implementation. That'd be fine but this seems to be, basically, just a plea for sanity after some of the adventures of the previous round.

I'm finding it very hard to even find it objectionable, no matter how I look at it. I don't think it creates any kind of blank check but if we want to make some statement so that it calms those who think that it does, we could. But again, I just don't see it there. It just doesn't appear to be the problem. That's what I was confused about what we were even talking about as I was listening to Kathy. Thanks.

JEFFREY NEUMAN: Thanks, Greg. Martin, go ahead.

MARTIN SUTTON: Thanks, Jeff. Similar, along the lines that Greg was talking about, I can't see anything wrong with the recommendation as proposed in the manner that Kathy outlined her perspective.

I'd also stress the point that, absent of a structured and clear process, it can take years to go through and try and adjust something that, for many, seems a very common-sense amendment or change that delays the whole application process that we saw. It wasn't just months, it was far, far, longer. In doing

that, we've delayed even further, then, attending to starting the next round and opportunities for others to apply.

So, I think a more structured approach would be very much more helpful in making sure that things were done in a timely manner and that it didn't expend a lot of unnecessary resource and energy that is often sucked out of the community for these types of things.

So, I would also just like to mention that I kind of like the change here, suggestion, to amend to applying for exemptions rather than obtaining exemptions. I think that's a smart change. Thanks, Jeff.

JEFFREY NEUMAN: Yeah. Thanks, Martin. I put myself in the queue, sort of taking off the chair hat but putting on a registry hat when I was a registry. So, back in 2014, when I was working for a registry, we put in a request to allow an IGO to use their abbreviation as a name. ICANN immediately came back to us and said, "No, we don't have a process for dealing with that."

It's about six years later, now, and they still don't have a process. They have a process to deal with … Of course, the contract requires all the registries to reserve all of these names and that has been modified from time to time. But actually allowing the IGO to get the name that was reserved for the IGO or to block, it has never been on ICANN's high-priority list to develop a process. And therefore, six years later, registries still can't release it when an IGO wants that particular name.

And so, part of the reason I bring this up is that if you don't direct ICANN to develop a process it may never develop a process because it never rises to a level of priority.

So, this here is only asking for the development of a process. And I want to note Kathy's comment going forward, asking for extensive … What is it? Sorry. I just got scrolled up, there. Extensive public notice and public comment. But Kristine's response says, "We probably don't need the word 'extensive.' If the public doesn't care, they don't comment. If they do, they don't need to be invited to extensively comment." So, I think the point is to put in there to make sure that it's subject to public comment.

So, in the process … I mean, that sounds like a fair thing to put into the recommendation, that there is a clear, structured, and efficient method for applying for exemptions or applying and negotiating exemptions to certain requirements of the registry agreement. I'm putting somewhere in that sentence—I won't do it now—"subject to public notice and comment," or something like that. Anne is in the queue, and then Kathy's back in. Anne, go ahead.

ANNE AIKMAN-SCALESE: Hi, Jeff. I'm wondering, what's the difference between this and an application change request? Because the language does tend to be kind of vague. Yeah, I mean, I support applying for obtaining, but when we say the phrase "exemptions to certain requirements," is there any real difference between that and an application change request? If not, why wouldn't we just refer to that? Thank you.

JEFFREY NEUMAN: Yeah. Thanks, Anne. It's a good question. This is after the point in which an application is already approved. Then, it's at the point when a registry is going to sign its agreement. So, this is not changing a part of the application, necessarily, but really just to ask for some part of the base registry agreement, or specification, for that matter, to not apply, or apply in a different way, or something that they want to do that you would need an agreement change. So, the concept is it is a change request, but this is after the application has already been approved.

ANNE AIKMAN-SCALESE: So, can we be more specific to say that it's a registry agreement, RA or RAA, change request? Is there any way to make it not so loosey-goosey? Because what we're really talking about here is an exemption from something that is in the RA or the RAA.

JEFFREY NEUMAN: Yeah. I mean, we could just say "exemptions to certain provisions of the registry agreement." I mean, it does say "certain requirements of the registry agreement."

ANNE AIKMAN-SCALESE: Okay.

JEFFREY NEUMAN: So, we could say something like "provisions" if we think "requirements" is too vague.

ANNE AIKMAN-SCALESE: I think it would be more specific. Thanks.

JEFFREY NEUMAN: Sure. Okay. So, there are a couple of things in the chat but let me go to Kathy and then … Actually, Kathy, if you don't mind, can I have Karen? Because Karen is in the queue from ICANN Org. Can I go to Karen first? Okay. Go ahead, Karen.

KAREN LENTZ: Thank you, Jeff. It's on a different point so I'm happy to wait.

JEFFREY NEUMAN: Oh, okay. All right. Then, Kathy, go ahead.

KATHY KLEIMAN: Okay. So, I'm still confused. An applicant applies pursuant to the rules of the Applicant Guidebook and the base registry agreement, which they agree to accept. They don't put into the public portion of the application that they want to change the rules.

So, one way to handle this is to put it in the public portion of the application and put the public on notice right at the start, "We do not want to follow the rules of everyone else in the base registry agreement." That would let ICANN know, that provides a time to let the public know, and it means the public doesn't have to follow up each time.

Otherwise, we do need extensive public notice. The "extensive" was on the public notice, not on the public comment. We do need

extensive public notice. The world, the GAC, everyone needs to know if a registry is changing the basic rules that, again, we've just spent years negotiating.

So, per Anne's request, yes, we need to make this more specific. I'd like to submit we tell applicants to put it in the public portion of the application. Otherwise, it becomes a part of private negotiations between ICANN Org and the registries, and that's not what we're here for. Thanks.

JEFFREY NEUMAN: Okay. So, one possibility could be a question … I mean, in theory, you could have a question in the application asking whether the registry plans to ask for any changes to the registry agreement, and then explain those. That could be one way to handle it. But let me go to … Karen, I'm going to go Martin, Paul, and Susan, and then I'll come back to you, Karen, if it's on a different point. Is that okay?

KAREN LENTZ: Sure. Yes.

JEFFREY NEUMAN: Okay. Go ahead, Martin.

MARTIN SUTTON: Thanks, Jeff. I just thought it might be sensible just to have a think back on the .brand perspective. Going into the last round was a matter of not being able to declare what you were going to do. You

wouldn't set sail the market in case there is other competition in what you're about to do. So, you would sign up to the rules.

As Kathy mentioned there, you did sign up to a lot of stuff upfront but you still had an opportunity to negotiate the agreement. Unfortunately, it was very much a "no, you can't have that" situation.

So, it was obvious in, I think, many of the brand applications that they would be closed, secure. And an element of that would automatically mean that you would only select one registrar to a registered domain, so you could secure the whole supply chain.

So, it was very sensible to approach ICANN and say, "500-odd to 600-odd brand applicants are going to need a change, and you don't want to have individual negotiations." So, this was a way to create Specification 13, to support many of the applicants and to get through some of those changes that were pretty reasonable to assume from the brand-closed set-up.

So, I think that's important just to realize at this stage. So, there is a negotiation to the contract that's available but it's very difficult to achieve. So, I just wanted to raise that.

JEFFREY NEUMAN: Yeah. Thanks, Martin. Paul and Susan.

PAUL MCGRADY: Thanks. I guess I just don't understand what more needs to be done on the public comment part of this. For both the code of conduct and Specification 13, code of conduct exemptions and Specification

13 itself, there was a public comment period. So, it's not like any of this is being done behind the scenes.

All we're talking about here is making the process … I loved Greg's "spaghetti fight." That's a great description of what the battle for Specification 13 really turned out to be, and that's for something that everybody knew was coming down the pike.

And so, I don't think adding on an additional obligation at the application stage to box yourself into a particular business model and start to pre-seek exemptions from ICANN Org makes any sense. It eliminates the ability of people to adapt to changing markets.

It would be different if applications were reviewed in 10 days and then everybody went to market, but that's not how this extremely inefficient process works. It's months, years from application to time to sign your contract. It also eliminates the possibility of people adjusting their business models to get along with other applicants with similar strings and that kind of stuff – all the innovation stuff we've been talking about in terms of resolving conflicts between applications.

So, yeah. I think that's a bridge too far. A 30-day public comment period like we did for our Specification 13 and code of conduct exemptions, yeah, sounds great. Thanks.

JEFFREY NEUMAN: Okay. Thanks, Paul. So, Susan, do you want to add anything? I saw your plus-one of Martin but go ahead.

SUSAN PAYNE: Yeah, just really quickly. I'm not reading this recommendation as applying just at the point of the application and the consideration of the application through to signature of the agreement. I'm reading this as potentially having applicability after that, as well. If that's not the case, then we need to clarify that.

But on the assumption that that's the case, I think, whilst, obviously, it would be advisable if there is a known change to the agreement that an applicant wants to make. I don't disagree with the notion that they should put that in their application and, subject to all of the comments that Martin just made about the very real difficulty in actually getting any changes made to the base registry agreement at all.

But the kind of scenario that Kristine mentioned, with lack of registrars in Latin-America, for example, and the difficulty that registry operators have. That's not necessarily something that those registry operators knew when they applied. And so, an all-or-nothing that says you can only make an amendment if you flag it in your application doesn't really reflect the reality of how a market or an opportunity might unfold.

So, that would be my reaction. I'm not disputing the idea that it was a good idea to be flagging known changes in your application but I don't think that we should be precluding the possibility of change coming after the event.

JEFFREY NEUMAN: Yeah. Thanks, Susan. It's also important to note that a lot of [inaudible]. ICANN came out with a new base agreement after all the applications were in, even after, and in some cases some were approved. So, certainly, not everyone knows everything going in. Now, hopefully, we've guarded against that happening again.

But I think at this point all this is asking, in this recommendation, is for an efficient process. I'll give Kathy the last word on this but just remember that, if you do have any wording changes that you think could put the appropriate guardrails around it, please do suggest it. But I think this recommendation has support from most of the members here. Kathy, go ahead.

KATHY KLEIMAN: Hi, Jeff. I think we need to have the wording about the public comment period of a minimum of 30 days and that registries are encouraged to put requested changes to the registry agreement in the public portion of their application.

Those two changes would involve the public. You heard them from various representatives of the groups that would be monitoring these applications, not submitting them. So, can we add that now? Great. Thank you.

JEFFREY NEUMAN: Sure. So, Kathy, it seems like the "subject to 30-day public comments" got some support. I will leave it to the list to see …

KATHY KLEIMAN: Jeff, can I suggest that it may depend on the scale, the mass? I'm not sure 30 days was enough for brands, actually. It was a very busy time and that was a lot. It may be a minimum of 30 days but some of these, depending on how extensive they are, maybe more, and depending on what's happening in the world at the time. Thanks.

JEFFREY NEUMAN: Okay. Thanks, Kathy. Karen, go ahead. Thank you for being so patient.

KAREN LENTZ: Of course, thank you. I've been listening to the discussion. The examples have been really helpful. I guess I can read this recommendation in a couple of ways.

One is that there is just a kind of broad process for anybody who wants to propose any kind of change to a provision in the registry agreement and the other is almost like a per provision or per section. For example, the process that you use for releasing an IGO name might not be the same as the process you use for a registrar … What is it called? For registrars carrying TLDs, etc.

So, I could also picture it as there is a particular process for certain pieces of the agreement but I'm reading it more like the former. I don't expect that you all have it all worked out, but I wondered if that was close to what I was describing. Thanks.

JEFFREY NEUMAN: Yeah. Thanks, Karen. Paul has got his hand raised so, Paul, did you want to respond?

PAUL MCGRADY: Yeah, thanks. Karen, mine is the first read, which is that ICANN established some process, I mean, we're talking forms, templates, timeframes, that kind of thing, where applicants can put in for these kinds of requests. We've all talked about public comment and all that.

I don't think it's the other where ICANN necessarily, although it could as part of this, come up with specific requests – specific processes for narrow requests.

If ICANN wanted to do that, great, as long as it wasn't the entire universe and that we were still left with room for innovative business models. I hope that's helpful. Just that in the last round it was the spaghetti fight. Thanks.

JEFFREY NEUMAN: Yeah. Thanks, Paul. I don't have anything to add to that. Anne puts in the comments, "Jeff, would it be helpful for us to refer to the predictability framework here?"

I don't think so, Anne, in this case, because this is not a change to the new gTLD program. This really is a specific change to an applicant or type of applicant category. I don't think it necessarily would fit in the predictability framework, here.

Again, generally, this is after a registry is already approved and either just before they sign their registry agreement or, in theory, I guess, after they sign their registry agreement.

Okay. Let's move on, then, to the next recommendation. Okay. So, this one says—I've got to work off my document because that's so small—"ICANN must add a contractual provision," and have this part bracketed. We'll discuss that in a second. But essentially, "ICANN must add a contractual provision stating that the registry operator will not engage in fraudulent or deceptive practices."

Now, this may sound like it's obvious, and why do you need something in the agreement that would handle this? The reason that this is in here, and it was overwhelmingly endorsed in the public comments we got, is because there was a … Was it a PIC DR …? Yeah, it was a PIC DRP, I think, that was filed.

Essentially, the panelist has said, "Yeah, there was fraud here, not a specific violation of the PIC DRP." So, there was fraud, but it noted that there is no penalty in the contract for acting in a fraudulent manner. And so, it seemed like a no-brainer to say, "Okay. Well, we should put that into the agreement."

Now, the question is also, how do we put that into the agreement? Do we just put it in as a provision, as a rep and warranty in the base agreement, or do we put it as a public interest commitment, which would mean that ICANN Compliance could enforce it but also a third party could file a complaint with ICANN to initiate the PIC DRP? So, Griffin, thanks. It was .feedback PIC DRP. Thank you, Griffin. Paul, is your hand up to discuss this one or is that leftover?

PAUL MCGRADY: For this.

JEFFREY NEUMAN: Oh, good. Okay. Go ahead.

PAUL MCGRADY: Thanks. This is one of these tricky semantic situations because if you speak against this it's akin to someone asking, "Have you stopped hitting your wife?" There is no answer to that.

My concern about this, just stepping back from ICANN-land for a minute, is that if I were signing a regular commercial contract, and I think most people who were signing a regular commercial contract would not ever agree to a provision like this. There are no bounds, here.

It doesn't say "fraud or deceptive practices under California law." This could be under any law, anywhere, of any country. Even rogue states, this could be under their law.

It's sort of strange to me that we're essentially creating a third party bounty on this by having this be a public interest commitment, rather than just putting into the base agreement something that you would see in a regular commercial contract, saying something along the lines that a registry will take reasonable steps to comply with applicable law. And then, you would have a choice of law provision, and then everybody would know what we were talking about.

So, again, I understand the oddities of ICANN-land and how this ended up here, but it seems both broad and unusual in terms of its enforcement. And so, I don't know why we're not talking about this in terms of it being in the base agreement and it being a more normal, commercially reasonable provision.

A lot of .brands are going to be signing these agreements and the general councilors are going to look at this and say, "What the heck does this mean?" and that's going to be a hard discussion to explain. Thanks.

JEFFREY NEUMAN: So, Paul, let me ask the question, then. In a situation where there is a PIC DRP, and this is an actual situation—I don't know if Griffin wants to speak to it or not—where the panelists found that there was fraud and ICANN, basically, threw up its hands and said, "Okay. Well, we can't really do anything here because fraud is not a basis to go after the registry." If I could put you on the spot, how would you propose dealing with something like that?

PAUL MCGRADY: If a panelist found that a registry was acting in a fraudulent way, if there was a provision of the base agreement that says, "The registries will take reasonable actions to comply with the applicable law," and there was a corresponding indication of what that applicable law was so that it's knowable—in this case California, I suppose—then if they're acting in a fraudulent way they're in breach of the agreement, and then Compliance would do the compliance thing.

JEFFREY NEUMAN: Yeah. So, unfortunately, in the registry agreement, if I'm remembering correctly—and I'm just kind of scrolling through it now—I believe, because of lots of really in-depth discussions, there is no governing law of the registry agreement.

It is, essentially, governed by applicable law of whoever the parties are. So, there is a venue, it says that anything must be challenged in a certain location, but it doesn't say that this agreement is governed by the law of California or the law of anything else. So, it's an interesting kind of wrinkle, there. Paul, does that change your thinking?

PAUL MCGRADY: I mean, I don't think it changes. Try to step back to any other industry. It's essentially saying instead of legislating, which was what we would analogize the registry agreement to be, and putting in an obligation to comply with applicable law, and then naming what that applicable law is.

By the way, that's very commercial. Lots of contracts add that stuff. What we're saying is we're not going to have an umbrella obligation to comply with law. We're not going to hide the ball on what law we're talking about. But we are going to create, in essence, a private attorney general to go out and take a vague phrase like "fraudulent or deceptive practices" that are unrooted, undefined in any particular jurisdiction's law.

They essentially mean whatever the panelist wants them to mean and that a private attorney general is, essentially, going to do the

enforcement for ICANN Compliance. I would much rather it be a commercial process where ICANN Compliance deals with registries if they breach their agreement. That's the point of ICANN Compliance.

So, it seems to me like what we're suggesting is something that might make sense if we had a governing law provision rooted in a jurisdiction's law and ICANN Compliance wasn't bothering to enforce it. But what I'm being told is that we actually don't have that. We haven't given plan A a chance, we're just jumping to plan B. Thanks.

JEFFREY NEUMAN: Okay. Thanks, Paul. Greg, go ahead.

GREG SHATAN: Thanks. I need to look at this. I think Jeff's note earlier, there, about whether this is a PIC or just a stand-alone provision, [you know, without] going back and trying to figure how we got here. I think one way, maybe, that we felt it was easier to recommend it as a PIC or that there's more of an idea that we're not going to be recommending changes to the base agreement but that we do have kind of an ability to recommend changes to the PIC. The PIC also has somewhat different enforcement/enforceability options attached to it.

I like, frankly, the specificity here about fraudulent and deceptive practices. After my adventure as the rapporteur of the Jurisdiction Subgroup of the CCWG Accountability, we spent a lot of time talking about governing law or lack thereof in the base

agreement, and that's a can of worms I don't hope to eat again. I don't think we're going to change it for this purpose.

So, I don't think there is any attempt to hide any balls here but rather an attempt to shine a light on something that has been seen as sufficiently problematic to be called out.

And of course, if we do make reference to US law, fraudulent and deceptive practices, while they are a state law issue, are at least broadly recognized under US law, the so-called UDAP Statutes, Unfair or Deceptive Acts or Practices Statutes, are a well-known body of laws. So, at least it's put there.

And I think tying it back to applicable law might also be awkward in the sense that making a legal judgment, depending upon who we're talking about here, certainly doesn't fall into say, maybe, the hands of an objector.

So, I think we'd be, essentially, losing the point here by making some of the changes made with my colleague – with whom I almost always agree but, in this case, you might throw a little spaghetti at me. Thanks.

JEFFREY NEUMAN: Thanks, Greg. I see hands in the queue but I want to bring up the point Griffin made in the chat, which is probably how we came up with this language: "In Spec 11, there is a provision that requires registries to require registrars to have in their agreements prohibiting fraudulent and deceptive practices."

So, I think that's wording that people are familiar with and that could be why, when this was drafted for the initial report, we chose that language. Although it was a while ago, so I don't remember exactly, but it seems too much of a coincidence not to have been. Anne, go ahead.

ANNE AIKMAN-SCALESE: Hi. Thanks, Jeff. I think one reason this is in here was probably, if we look back at the public comment, as it's listed here as a recommendation that means that the public comment was in favor of it.

And I think, sometimes, it's better not to be too specific. I really would suggest that we could say "fraudulent or deceptive practices under applicable law" and then, if there is an issue to be disputed over what law applies, that gets discussed in the PIC enforcement process.

And I really don't see anything wrong with that because, if we never arrived at a governing law through all the discussions in Work Stream 2 relative to jurisdiction, etc., that means folks want to preserve their position.

But we've got public comment in favor of this and, as you note, there's the RAA provision. So, could we just not split the baby and just go ahead and say "under applicable law"? Let people talk about it in a PIC DRP. Thanks.

JEFFREY NEUMAN: Yeah. Thanks, Anne. So, what I'm going to suggest is sort of like that in the sense that we put in, without the words “in the form of a mandatory PIC,” and we just publish “ICANN must add a contractual provision stating that the registry operator will not engage in fraudulent or deceptive practices.”

And then, we ask a question because if there is a public comment period, we might as well ask a question as to what people think from the community as to whether it should just be a rep or warranty, or should it be a PIC which has different consequences? So, I think that’s a good way to handle it at this point.

ANNE AIKMAN-SCALESE: Jeff, did we ask that question in the initial report? Did we put it out at as a PIC, or what’s the history?

JEFFREY NEUMAN: We just put it out as a requirement, but I don't think we were very specific. I’ll have to go back. I don’t recall us being very specific as to whether it’s a PIC or not. I’ll have to go back.

ANNE AIKMAN-SCALESE: And the alternative would be that it’s a provision in the RA?

JEFFREY NEUMAN: Yeah. Either way, it’s enforceable by ICANN Compliance. But if it’s a PIC then it is also a third party can initiate the complaint with ICANN and, of course, ICANN can impanel a PIC DRP panel. Sorry for using the same word there twice. If it’s just a provision in the

agreement, it's just handled through the regular ICANN Compliance process.

ANNE AIKMAN-SCALESE: Okay. So, we'll be asking for public comment on which of those methods of enforcement should be pursued, right?

JEFFREY NEUMAN: Right. And then, we'll probably …

ANNE AIKMAN-SCALESE: Okay, thank you. Thanks.

JEFFREY NEUMAN: Yeah.

ANNE AIKMAN-SCALESE: Thank you.

JEFFREY NEUMAN: Okay. You're welcome. Paul, is that a new hand? I'm sorry.

PAUL MCGRADY: Oh, yeah. New hand. Yeah. First of all, I want to speak and say we're getting rid of the private attorney general idea, here, by taking out the language that you have struck. I think that's a good idea.

For clarity, are you saying you're going to run both versions, the public comment, one with the private attorney general language and one without?

JEFFREY NEUMAN: No. I think we'll just do this one version, and then ask a pointed question about enforcement.

PAUL MCGRADY: Okay, Jeff. Thank you for the clarification. I appreciate it.

JEFFREY NEUMAN: Yep, sure. Okay. Let's see. Okay, good. So, I think this leaves us a couple of minutes to talk about the letter we got from the GAC. I've now sent it—I hope it got sent, let me just double-check—to the new gTLD list. Yes, it's on there.

So, we got a letter from Manal on behalf of the GAC. This is the first time I've ever seen something like this, where it's a letter about us going too quickly. It's basically saying that they're concerned regarding the changes to the work plan and that, I guess, we've been going through the subjects faster than we thought we would.

So, basically, it doesn't ask for a remedy. It just basically says that they express concern, that they didn't anticipate that we would go quicker, and they were hoping, I guess, for more time to give input.

So, we know that they need time, so that's clear. From a leadership perspective, they're basically drawing the attention to the change request we did with the GNSO. Even with the change request that

we filed, we said this was the worst-case scenario, that we were making efforts to go more quickly, and that we put a longer time period in there because we didn't want to seek another extension.

So, it was clear, at least to the GNSO Council, that this was not a work plan or timeline that was nailed in stone – that this was, essentially, the longest we'd need.

I'm just drawing your attention to it. I'm not saying that we need to do anything about this at this point. Leadership will be discussing it. We just got it in. And I see Cheryl's got her hand up so, Cheryl, why don't you go ahead?

CHERYL LANGDON-ORR: Thanks, Jeff. I wasn't trying to jump in before you finished. I think it's important for us to also note for our group that with the project change request, which only went in shortly before ICANN67, we had already planned all of the deep and quite, I think, successful intensive interactions with the Government Advisory Committee for ICANN67 anyway.

So, the change request, and indeed the recent changes to the PDP work plan, did not affect that very good planning and, I think, very worthwhile efforts and energy.

And the other thing is we also need to remember that all that project change request did was give us more time in our timeline. It didn't make anything shorter.

So, even if the process had been running on the ridiculously aspirational original timeline, this kind of seems a little bit funny to

me. However, we will take time to discuss, we will make sure everyone understands, and we will be, as we already are, very, very particular about ensuring that anything that we know, and will expect the Government Advisory Committee to deeply interested and involved with, doesn't get changed on our work plan going forward in a way that does not give them a couple of weeks' time to prepare.

And honestly, with the [speed] we've got left in our work plan anyway, I don't see how we can do more than that. Anyway, that's clearly my [honest] view. Don't be surprised if you hear me say it again. Thank you.

JEFFREY NEUMAN: Yeah. Thanks, Cheryl. I think that's right. And at the end of the day, we don't want to downplay the significance of what's going on in the world. We all know that and we're sensitive to that.

If that means we need a longer public comment period after we release that draft on our report then we'll add the time at that end as opposed to adding … I mean, I don't even know what we would do now to slow down. But we're not intentionally speeding this up so that we're done with it sooner, we're just going in the order that we had talked about. As Cheryl said, we'll talk about this at the leadership level and then we'll come back and talk to the group as to how we think we should respond.

So, we're taking this seriously, of course. I do want to respond to Anne, that the ICANN68 reference is that we're hoping now, if you look at the work plan, to come out with our draft final report prior to

ICANN68. I think that's what they're commenting on. Let me go Christopher, and then Anne, and then I see we're getting toward half-past. Christopher, go ahead.

CHRISTOPHER WILKINSON: Thank you, Jeff. My last statement tonight, I'm sure. First of all, I understand from other resources that the GAC has sent a similar letter to the ePDP group about the privacy and WHOIS.

Secondly, I have not seen the letter that you've referred to from the GAC and I hope that, sooner rather than later, staff will post it to the list. But my main point is that I don't understand what the rationale was, ever, for the so-called "acceleration" of your PDP. We're dealing with the prospect of a major global recession. I know from personal experience that launching new top-level domains in a recession is a bad idea. I must have missed something when you were all in Cancún. But why? Why is there such a hurry? Thank you.

JEFFREY NEUMAN: Okay. Thanks, Christopher. So, the e-mail is on the list. You should find the letter. And then, like I said, we'll come back and let you know what our recommendation is. Anne, last word.

ANNE AIKMAN-SCALESE: Okay. Just quickly, Jeff, and I think you guys will probably remember this. In one of the GAC sessions on SubPro, they commented that they were reticent to make a lot of very firm communiqué comments on SubPro when so many people weren't

able to attend or have input. There was a lot of discussion about the GAC saying, “Well, we’ll have a chance to address it in a more global manner with more members participating actively during ICANN68.”

So, I think that whatever we respond to them we need to be cognizant that that was why they refrained from too much strict comment on the draft, on the issues that we went over with them.

And maybe there is a way that we could have some issues that, even the ones that we discussed at ICANN67, still be open or something. I can’t recall what the timeline is but there was specific discussion at the GAC about, “Let’s not try to comment too strictly on this because we don’t have enough members, but we will have at ICANN68.”

JEFFREY NEUMAN: Okay. Thanks, Anne. I know we’re over and some of us have to head to another call. Just keep in mind, as Annebeth says, ICANN68 is not going to be face-to-face. It’s not going to happen. Yeah. There is not going to be a face-to-face, so we’re going to deal with these issues anyway.

All right. The next call for our group is on Tuesday, April 14th, at 03:00 UTC for 90 minutes. And then, the call on Thursday, just a reminder, is an extended, I believe, two-hour call. So, thank you, everyone, for staying a couple of minutes over. We’ll talk to you. Have as good of a weekend as you can and happy holidays to those that are celebrating currently and those that will celebrate over the weekend. Thanks.

JULIE HAMMER: Thank you, Jeff. Thanks, everyone, for joining. This meeting is adjourned.

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