ICANN Transcription

GNSO New gTLD Subsequent Procedures PDP Working Group

Monday, 27 July 2020 at 15:00 UTC

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TERRI AGNEW: Good morning, good afternoon, and good evening and welcome to the New gTLD Subsequent Procedures Working Group call, taking place on Monday, the 27th of July, 2020 at 15:00 UTC for 90 minutes. 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, I would like to remind all participants to please state your name before speaking for transcription purposes and to please keep your phones and microphones on mute when not speaking to avoid any background noise. As a reminder, those who take part in ICANN multistakeholder process are to comply with the expected standards of behavior. With this, I'll turn it back over to our co-chair, Jeff Neuman. Please begin.

JEFF NEUMAN: Thank you very much, Terri. Welcome, everyone, to another week. Hopefully everyone had a good weekend. I know there's been a lot of emails on the list, certainly over the weekend and on Friday. So, I know that perhaps some of you may not have been—or read all of the emails on the list. But that said, we have a pretty packed agenda. We're going to talk about predictability, hopefully get on to private resolutions. And then, we'll reserve the last half hour for closed generics.

I'm going to ask ICANN—Steve, Emily, Julie—just to let me know when we reach the top of this next hour so we can make sure we spend a half hour on the closed generics. Maybe we'll get there before but it depends on how much progress we make on the other items.

Before we get started, let me just see if there are any updates to any statements of interest. Not seeing any and nothing in the chat. Then, we can move on to the predictability framework.

So, where we left off on this one, as it's being brought up and I'm going to post the link into the chat, we are on … We're in the annex itself and we are on the part that starts with the … I think it's the chartering. So, it's … Scroll down. Yep. There we go. So, as we said on the last call, we're going to try to just go through some of the highlighted areas, just to make sure that we've gotten some of the details correct. And then, we can put this into the next package that goes out for "can't live with" comments.

So, on this one, remember we had a discussion on the last call about prescriptive, or an outline, or whatever for the IRT from this work—to

basically craft more specific language. But we decided on that last call that we wanted this to be more prescriptive. And so, we're going to keep it in the long form that it is right now because we worked on this wording for a long period of time—several years, in fact.

So, we went through number one. We went through number two. The only thing on number two … The only change we made from our previous discussion is because this is open at this point—it's our idea to have this as an open group and not necessarily representative of the community—that we put in a footnote around length of term. Whoops. If you can just … Yeah. There's the footnote there. Sounds like there's static. Is that coming from my line, Terri?

TERRI AGNEW: It is not. I isolated the line and muted it. Thank you.

JEFF NEUMAN: Okay. So, what we put in here … Basically, the footnote says that a length of term is needed if, for whatever reason, the GNSO Council wants to make this a closed group that's representative as opposed to our recommendation here of an open group. Obviously, if it's an open group, then there's no need for term limits. It doesn't really make sense. So, we put that in from our last discussion.

Then, we get on to number three, which is the role of the SPIRT. And I think we're done with this one, too. The comment that Kathy had, I think we've addressed. So, if you can just click on the comment. Right. So, Kathy's comment, this was addressed over the last couple meetings

on the scope in the previous section, where we talked about the issues that go to the SPIRT team. So, this is in line now with what that other section says. So, I think Kathy's comment there is resolved.

And then, we … Okay, Anne. I see your hand so go ahead.

ANNE AIKMAN-SCALESE: Hey, Jeff. I have no problem on the issue of term limits could be imposed. But I guess your comment about, "if for whatever reason the GNSO Council wants to make this a closed, representative group," is a bit concerning, I guess in part because not only is this the recommendation coming out of the working group after lots and lots of discussion, and the public comment was in favor of standing IRT … So, I'm a little confused by the speculation that GNSO Council will want to make this a closed group. Can you elaborate on that?

JEFF NEUMAN: Yeah. Well, we can't … The reality is, we can only make recommendations. We can't force the GNSO Council to do anything. These are our recommendations. So, we're just trying to cover our bases here. It's not for any other reason than, if for whatever reason … The GNSO Council has the sole discretion over the group and if the Council wants to make it like the EPDP IRT … Actually, I don't know about the EPDP IRT. But if it was like the EPDP, where each group has representatives, the GNSO Council can do that. There's nothing we can really write. We have our recommendation. So, we can't force them.

So, this is really just to cover our bases, to say that if, for any reason, it is a representative format, that we're going to recommend that there be limits on terms.

ANNE AIKMAN-SCALESE: And is that what the language says? Can you go back to that added language about "if for any reason it's a representative format?" I'm trying to understand what you added.

JEFF NEUMAN: So, we just added a … On the length of term, on the heading there, we put a footnote. And if we scroll down to the footnote, it says, "Term limits may only be appropriate and applicable if participation is limited in some manner."

ANNE AIKMAN-SCALESE: Ah. Okay. All right. That's fine. Okay. Thanks.

JEFF NEUMAN: Sure. Okay. So then, the who can raise an issue to the SPIRT team? I think that's settled now as well. And if you have looked at the charts, which have been sent around for a while now—several weeks—you'll see that it's also reflected there. We added the sentence, "For the avoidance of doubt, SPIRT cannot refer an issue to itself." So, it needs to have the Board, Org, or Council officially refer an issue to it.

So, let's say the SPIRT team does discover an issue. Then, the SPIRT team should go back to the GNSO Council and say, "Hey. We found this issue. Does this, Council, concern you? And is this something you'd like us to take a look at?" And the GNSO Council would have to say yes in order to bring it into the jurisdiction of the SPIRT team. And this is one of the protections against the lobbying of the SPIRT team.

Anne, your hand is up but I'm not sure if that's a new one or existing. Okay. Thanks.

Okay. So then, if we scroll down here a little more … Oops. Sorry. Just a little bit above. There is a highlighted thing there. So, this was … I'm not sure we answered this question but we said that, "Upon being provided with a copy of the draft advice or guidance from the SPIRT team to the GNSO Council …" This is when this is …

So, this is the scenario. Let me go back a step. In the scenario in which the ICANN Org or Board refers the issue to the SPIRT team, the SPIRT team has done its work and would now like to give its advice/guidance back to ICANN Org or the Board, remember we're saying that it has to still forward that to the Council first and the Council has the option to do these things.

The Council can say, "Okay. Yeah. Great. Just forward that to the party that initially requested it, to Org or the Board." Or it could say, "You know what? We're still concerned about it. We still have some issues or concerns before you give this advice to the Org or Board, whoever requested it." And so, they basically send it back for some more work. Or they could say, "You know what? Thanks for your advice. Thank you

for your advice, SPRIT team, but we think there's more work and we're going to remove that from your jurisdiction. And we're going to do one of our own things—" either a PDP, an EPDP, a guidance process, or any one of its tools that the Council has.

So, those are essentially the three options. And what we said in here is that the Council shall, within no longer—no greater than 60 days—do one of these three things. And the question came up, "Well, what if it doesn't do any of these things within the 60 days?" The obvious answer would be, "Well, then it should just go on to the party that requested the information." But that may not … We may not want that to be the default.

So, can you scroll down just a little bit and then I'll get to Anne. Okay. So, Anne, go ahead.

ANNE AIKMAN-SCALESE: Yeah. Jeff, I have a question about how … I hadn't considered before how that 60 days interacts with Council ability to, in the discretion of the chair, defer a motion. Is the 60 days taking into account the ability of the Council chair, in his or her discretion, to grant deferring a motion?

JEFF NEUMAN: So, in theory, 60 days should be enough time to do that, especially if … That means the Council might have to schedule a special meeting to do it. But that second option of raising issues or concerns regarding the advice guidance … The Council can say, "Hey, look. We do have some

concerns that we want to discuss at the Council level and therefore have deferred it for some more time." So, I don't see anything limiting that ability for the Council to raise its hand and say, "Wait. We need a little bit more time." There's nothing here [at the moment].

ANNE AIKMAN-SCALESE: Okay.

JEFF NEUMAN: We're just trying to … Again, the whole idea is to see if we can move these things forward in a more efficient timeframe. And presumably, 60 days is enough for the Council to say one of these things.

ANNE AIKMAN-SCALESE: Okay. Thank you.

JEFF NEUMAN: Right. And again, this is also … That's the scenario where the GNSO Council is not the requesting party. It's one of the other two. Now, in the situation where the GNSO is the party that requested it, then there is no time limit for the Council to act because they were the ones that sent the issue in the first place. And so, once the advice/recommendations are sent to the Council, it's totally the Council's choice of what to do with that next. Kathy, go ahead.

KATHY KLEIMAN: Yeah. So, it seems appropriate just to add a little language here, Jeff, "The GNSO Council shall, within—" because it's a shall— "within no greater than 60 days, unless it asks for more time." There will be circumstances, maybe, when we go back to meeting again in person. And there will be circumstances where it may not be possible to act in 60 days, due to travel, or pandemics, or other things. So, if we want to put that catchall in, we've covered the bases on that, then. So again, "The GNSO Council shall, within no greater than 60 days, unless it asks for more time, do the following." Thanks, Jeff.

JEFF NEUMAN: Okay. Thanks, Kathy. I would like to add a little bit of limitation to that, too, again because the purpose is to ultimately get it to the party that requested it. So, perhaps we can say an extra 30-day extension or something like that. If the Council can't act within 90 days to do one of those things … At some point, the Council needs to take an operational [buzz] to help for speedy, efficient solutions. And especially for operational things, we don't want to get too much in the way of delays for the community.

But I think … As Martin says, I think that's captured in the second bullet. I'm fine with saying something like, "unless a 30-day extension is requested by the Council." But Alan, go ahead.

ALAN GREENBERG: Thank you. I just wanted to remind you that any Councilor can request a delay until the next meeting on any decision. So, it's hard to constrain the GNSO Council to these kind of time constraints. No matter how

good the intent is, there's not a lot it can do if, indeed, it's pushed to the limit and can't meet that deadline. Yes, it can schedule emergency meetings. The number of those that have been had in the last 10 years are not large. So, can't really see it doing that over some of these issues. So, yes. We can put numbers there but we have to be practical. They may or may not be met. Thank you.

JEFF NEUMAN: Yeah. Thanks, Alan. Yeah. But I'm not sure it has to be that way, right? For empowered community stuff, Council needs to meet its timeframe no matter what. There's no excuse for the budget. I don't think there's anything in there that allows for extension of time. And remember, this is when another party is requesting information. If the GNSO is requesting information, this doesn't become an issue because, again, it's for the GNSO and it can do what it wants.

So, I think if we put in an extension of 30 days after, that would account for three meetings worth of—two meetings where it could be deferred to the third one. So, I think that that is … I think it's reasonable to do something like that. Anne says that makes sense.

ALAN GREENBERG: Jeff?

JEFF NEUMAN: Yep. Go ahead.

ALAN GREENBERG: I agree it's reasonable. Whether it will happen or not is what I'm questioning. And for things like the empowered community, there are defaults. If you don't act, then there are implications of it whereas here, we're not saying that. So, I'm just pointing it out. I don't think we can fix it. The GNSO Council, should it choose to meet these deadlines, could. I'm just pointing out that they might not and it's not clear that there's a recourse of anyone if it doesn't do it. Maybe we want to write a recourse of what the default is if it doesn't act within a certain amount of time. That's a different issue. Thank you.

JEFF NEUMAN: Which is what we're getting to. So, I would like to see the default being that it gets forwarded on without approval, but it gets forwarded on to the party that requested it. I'd like to see that as the default, again, because then if the GNSO Council says, "Look, this really isn't an issue. We don't really care about it," it could just go ahead and it doesn't have to affirmatively act to approve it.

So, I would make the recommendation that if within no greater than 60 says, subject to a possible 30-day extension … If it's not … If approval … If it doesn't ask for an extension within 60 days, or it doesn't do one of those three things within 90 days, then it should just forward that to the party that requested it. What's the thought there? What's the thinking? Does that make sense? Again, GSNO's not the party here that requested that the information be looked at. Anne, go ahead.

ANNE AIKMAN-SCALESE: Thank you, Jeff. My thought on that would be that it might depend on the category that it falls into. Do we still have five categories? Because presumably, if the recommendation is for further policy work … Well, maybe it doesn't matter because if SPIRT makes a recommendation directly to the Board that there be further policy work, it's going to end up back at the GNSO anyway, right? Just trying to sort out, of the a, b, c, d, e, whether their default makes any difference.

JEFF NEUMAN: Yeah. Thanks, Anne. I followed it through just like you did, when I was thinking about it over the weekend. And I can't imagine any … Again, it's not being approved by the GNSO formally but just forwarded on to the Board or Org. And of course, if it does recommend—as you said, policy work needs to be done, then that needs to involve the GNSO anyway. So, there's no real category here that I think the GNSO is adversely affected if it just gets forwarded to the Board or Org.

ANNE AIKMAN-SCALESE: Yeah. I think that's right, as you were talking through it, because we know the SPIRT can't make policy.

JEFF NEUMAN: And presumably, if it tried, the GNSO Council would, within 90 days, say, "Whoa. Wait a minute." We have a concern.

ANNE AIKMAN-SCALESE: Yeah. Okay. All right. I'm fine with your default. Thanks.

JEFF NEUMAN: Okay. Thanks. Anybody else have any comments on that default? Okay. Then, if we scroll down … I don't think there's any … Whoop. Keep going. I don't think there's any other areas that were highlighted or there … Oh. I'm sorry. Yes, conflicts and confidentiality. This is what we started discussing on the last call. But I think we may have made things clear. Oops. Stop there. Yep. Thanks.

So, on this one, we talked about making sure that … We need to work on some wording, which we will do, on disclosure requirements. I don't remember if it as Anne or if it was Paul that brought up the fact that the parties that are working on it may … There may be a privilege issue with respect to who the client is. But I think we need to work around that. I haven't seen any language on this yet. So, absent seeing any language, perhaps this is something that can just be at the "can't live with" phase. But Paul and Kathy have their hands up. So, Paul, go ahead.

PAUL MCGRADY: Thanks. So, I think it was Anne that raised a concern about the attorney privilege issue. But I agree with the concern. I think that if our position is disclosure for discussion purposes … So, when the SPIRT is discussing something, under that priority we simply say, "I can't tell you who but I represent somebody who has a direct interest in this. So, I'm making you aware of that so that you can factor that in when you are listening to my point of view," that makes sense.

And then, I'm a believer—not for discussion, because I think people should listen to ideas, even if something … Maybe especially if

something would directly affect somebody's client, then we should listen to ideas.

But when it comes time for a consensus call, I would think that party who represents somebody that they can't disclose who it is, should recuse themselves from the consensus call. They've done what ideation they can do at that point. Then, they would step away from the consensus call and see how the chips fall. And so, I think by having them not be part of the consensus call, that's how we handicap for the issue of not being able to disclose who the underlying client is. So, I hope that's helpful. Thanks.

JEFF NEUMAN: Yeah. Thanks, Paul. It is helpful. Anne poses a question and then I'll get to Kathy. But Anne poses a question and says, "Well, what if there's only one application under discussion?" At that point, I think, Anne, they would still have to disclose that there is a conflict and recuse themselves. I think that that's … I don't think that that would give up the privilege by just saying that they have to recuse themselves. But Kathy, go ahead. And then, Paul, I guess, is back in the queue on that. Kathy?

KATHY KLEIMAN: Great. Thanks, Jeff. I was a little confused whether we're looking—who we're waiting for language from. At the end of last meeting, I was actually really pleased that we embraced this concept that if you're directly involved with an application, you have to disclose that in real time, which is great and transparent. I think Anne is talking about a situation that I think is 1%. I think we should deal with the 99% right

now. So, are you waiting for language from us? I was under the sense that, actually, you would be offering some language or staff might be offering. So, I just wanted to clarify.

And so, it sounds like the disclosure will take place at two points. One is as the issue comes up, there'll be a disclosure, "I represent somebody." If you can disclose who you represent, great. If you can't, "I'm involved in an application that's impacted by this set of rules that we're looking at," and then, per Paul's idea, that you also recuse yourself later on, on the consensus call. I think that makes sense. Again, who drafts the language? I'm happy to leave it in your court on this one, Jeff.

Jeff, if you're speaking, I can't hear you. Maybe no one can hear me.

JEFF NEUMAN: No. I did. Sorry. I was muted. Yeah. We will draft the language on the disclosure requirements. I was just waiting to see if there was language on the privilege stuff. But let me just hear …

And Paul's put in the chat, "The SPIRT team isn't supposed to target specific applications so that isn't an issue." Yeah. I guess in the very 0.0001% of the chance that … Let's say there's an issue that affects a validated TLD and there's only one application for a validated TLD. That would be the only circumstance in which there would only be one application involved. But yes. The SPIRT team is not supposed to be looking at issues that only impact one application. Paul, go ahead.

PAUL MCGRADY: Thanks. So, I think we're all good because not only is the SPIRT not supposed to be going after individual applications, even in your example, Jeff, since these rounds are supposed to be coming at us fast and furiously, a SPIRT member could be representing an applicant that's about to file an application that is extremely similar. Maybe only the TLD's different but all the other guts of the registry will be the same. And so, there may be only one in that round but there may be 10 more coming down the pike, right?

And so, we deal with the privilege issue by just saying, "I represent somebody who has an interest in this." We don't have to say who. And people could assume that it's the party that's in the current round or they could assume that it's a party coming down the pike later. It doesn't really matter what people assume. It's the disclosure that matters for the discussion purposes that the recusal that matters for consensus call. Thanks.

JEFF NEUMAN: Yeah. Thanks, Paul. I think that makes sense. Does anybody have any other comments on this point?

Okay. If we can scroll down then. We added a … This was suggested, actually, during one of our discussions, that we have, or we develop, a code of conduct that states that the you may not take—or the SPIRT group may not take—any action that's designed to discriminate against any entity, applicant, or group of entities, applicants.

And that could be similar language, like what's currently the Registry Agreements, for, "ICANN may not take an action that …" I'm trying to

remember the exact words. I used to know the exact words because I think I drafted that at one point in time. But essentially, it can't single an application out for disparate treatment, I think, is the wording or similar to the wording used in the Registry Agreements.

So, Kathy says, "What does this mean?" I would say, let's say there's applications for validated TLDs and there's one application for a dot … I don't know. Let's see. What could be validated? Let's say it's a .disaster. And for whatever reason, the SPIRT team is hearing an issue that applies to validated TLDs and it says, "Well, we think that this new operational requirement should be employed by only those that are dealing with disasters in third-world countries," or something like that. I think that that's a really extreme example. I don't know where it would actually happen but that's the theory.

And Paul said, "Disparate treatment from other TLDs similarly situated." Right. And I think it says, "absent extraordinary circumstances," or something like that. Whatever that language is that's used, we can borrow from there. Okay. Any …? Paul. Sorry. Your hand's up.

Okay. Then let's … We're going to put this into the … Thanks, Paul. We're going to put this into the category for the next package. And so, we'll definitely be sending this out shortly for "can't live with." We'll obviously accept all the changes that have been made so you can give it a clean read. So, look for that this week.

Let's go on to the auction stuff. That's the technical term, "the auction stuff." All right. So, where we left off on this one is … And there's still lots of discussion going on in the lists. And I think with this and closed

generics, we're—although, more for closed generics … We're in a place here where there are some fundamental differences between positions. But in trying to come out with a compromise and address some of the Board's points, while admittedly maybe not all of them, this model five looks to be the closest that I think we're going to get, at least for sending this out for public comment at this point in time.

Remember, we can choose to work on this issue while it's out for public comment to refine certain things. But again, there's been emails on both sides of the extremes. But I think we need to focus here on the compromise.

And Donna says that she's requested a process and timeline chart, which we can … I think, Donna, this timeline here is pretty easy, with respect to—because we're not doing … This proposal doesn't have, let's say, auctions up front before you do evaluations. So, we can probably.

DONNA AUSTIN: Jeff, sorry. It was for the SPIRT process. It's not auction-related.

JEFF NEUMAN: Ah, for the SPIRT process.

DONNA AUSTIN: Yeah.

JEFF NEUMAN: So, yeah. Look at the diagrams. Those diagrams are out there. We sent a couple around. I don't think we've done a specific timeline, in the sense of … But maybe we … There we go. That's with the predictability model, in terms of … But it's not necessarily timeline-based because the only thing that's really timeline-based is the end of it, which we now just finished the discussion on. So, we can … So, this is the flowchart that's made available, that's up now, that you should have a copy. You've had a copy for a few weeks now. I suppose we can add a time element to the end of it, where it says, "The GSNO Council may …" and those options there.

DONNA AUSTIN: Okay.

JEFF NEUMAN: Kathy, this is not … Yeah. This is not a link, Kathy. This is a PDF that was sent out with the materials a while ago—weeks ago. And it's been referenced in the emails with the agendas. So, maybe there is a link. But certainly, it's a PDF that was sent around. Okay. Thanks, Emily. Emily did put a link up there, of the PDF.

Okay. So, back to the model five here, if we can go back. Sorry. Great. So, in this version, remember that the key element here is that there will be private resolution of contention sets allowed. The important things here are—including private auctions. But what we've done here is added the good faith or bona fide intent and the transparency requirement, mostly as a data collection exercise so that if the community wants to do or limit these in any way moving forward, or

expand them, I guess, in the future, that it's got some data, in the future, to deal with this.

I know it is not perfect and I know that there are people that would like to see more. And I would strongly urge that those that would like to see more, make sure it's represented in your comments back. We will be sending a copy of this—well, the whole report—to the Board as well, asking if they would like to comment on it, as well as the staff, as well as the GAC, and all the SOs and ACs. So, if this happens to be one of the key elements of concern, hopefully we'll get some good comments back from that.

So, with the transparency requirements that are up right now, you'll see here that there's a list of things that we have proposed being disclosed. Paul has made … So, if you remember on the last call, Paul had made some redlines to this document. We've stripped out those redlines. But we have included … Sorry. We've included some of the redlines, when they are for clarification purposes. Or if not haven't done that yet, I think staff was going to do it. I'm hoping it's represented there.

And then, where we agreed it was a substantive issue, that they are in comments. I know those are in comments for the substantive issues. My question is whether the clarification edits were put into the draft, which I'm not 100% sure has been done. So, let me just pause to see if the ones that we discussed … Okay. While we're sorting that out, certainly they are in comments.

And so, I see a comment here from Paul. "I have yet to hear a basis for requiring JVs to disclose anything, since both parties are going to be

involved in running the registry so there's no happy loser concern. Even if we create a non-problem, there is no basis to require any information other than what's disclosed in the auction of last resort and necessary application changes."

So, Paul, I'd like … For the JV scenarios, what we are asking to be disclosed is actually—if you bring up the next paragraph— "All material terms of an arrangement between applicants to privately resolve a contention set, financial or otherwise, must be disclosed to ICANN." And then we'll discuss whether it needs to be the community as well. And I think, Paul, the rationale here is that for JV purposes or any other form of private resolution, you basically can get around the entire private auction by just calling it under a different name.

And we want to make sure that we have the data of how these things were privately resolved and whether that is a creation of a JV for purposes of the application … Obviously, some of those types of changes would be in an application change.

But if there was a party that was paid a considerable sum to go away, that's the kind of data we want, not to make any kind of judgment call for that one particular application. But if we find that, "Look, we've not required all these disclosures from private auctions," and so now it turns out there was no "private auctions" as we know of them but instead everything was privately resolved with some sort of payout, worded as a settlement agreement, then we will find out that our transparency requirements on private auctions was not fit for purpose and clever lawyers like you have figured out a way around it.

So, this is not just for the creation of joint ventures. This is for any settlement or financial arrangement made to resolve the contention set. So, I don't know if that makes it worse in your eyes there, Paul, or better. But Paul, go ahead.

PAUL MCGRADY: Thanks. So, taking first the issue of joint venture, and then secondly the issue of settlement, and then thirdly the issue that Elaine raises in her chat, one, "joint venture" means joint. Nobody goes away. We're literally … This is nowhere in the Board's letter. So, we're making up this problem as a working group. What we're saying to the parties are, "Two people really wanted to run this registry and they found a way to do it." So, that's gaming to lose so that you can have money. That doesn't make any sense.

It's not even related to the other issue that we're trying to solve here. And it makes no sense for the disclosure to be anything other than, "The new applicant is this. Party A invested this much money into the joint venture. Party B invested that much money into the join venture. Full stop." Right? That's even if you think people should have to disclose that. In terms of who's going to be running the registry—the joint venture operator—all their financials, all their directors, all that stuff will be in a revised application that has to go in so there's already public disclosure on that front. So, we're chasing our tails here on this one.

In terms of settlement, this will keep brands from applying because if they have to disclose to god and the world what they paid some cyber squatter, top-level squatter—and it happens—to drop their application

and go away, so that they tell the world exactly how much they will pay for their brands—and parties have more than one brand—each round, we are going to create a cottage industry of cyber squatters.

And so, requiring private settlement agreements, based upon brand rights, to be disclosed is completely bonkers and brands simply won't apply. What they'll do is, they will just sue if somebody applies, rather than be subject to these bizarre public disclosures. It's just not going to happen. And this is going to be a trumpet sound out to the branding community not to apply for dot brands. And if that's the goal here, great. I don't think it is the goal. But if it's the goal, then great. We're accomplishing it but it's a bad idea.

And lastly, in terms of Elaine's comment about disclosures being a compromise position, some of these disclosures are reasonable and some of them aren't. And we're requiring disclosures that are not necessary to accomplish the narrow issue raised by the Board, that's not a compromise position. That's a maximalist position. And we all have to keep in mind—and this is the important part—that the status quo is none of this. Private auctions are allowed to go forward. So, we are definitely coming up on the edges of what's supportable.

If we're trying to go to an actual compromise position then people need to really step back and take a look at these really far-away disclosure requirements that have nothing to do with private auctions because if we go too far on this—and we appear to be wanting to go too far on these—that's going to make the compromise position go away and we're going to end up with the status quo, which is fine by me, by the way.

When I put out my proposal, which is somewhere in here in this proposal five, baked in amongst all kinds of other stuff, the idea was to try to find some way to assure the people who are against private auctions. But ultimately, if those assurances—and a reasonable amount of disclosure and a reasonable amount of assurances—aren't sufficient, then we don't have a compromise position and we just stick with the status quo. Fine. Okay. Thank you.

JEFF NEUMAN: Okay. Thanks, Paul. Let me just think about it. And then, obviously, there's other people in the queue. But what about disclosing just the fact that a settlement was reached without necessarily the amount? Just think about that. I'm going to go to Susan, Kathy, and then Rubens. So, Susan, go ahead.

SUSAN PAYNE: Yeah. Thanks. Hi. I nearly put my hand down because Paul was saying everything, really, that I wanted to say. But it's very common for this working group to only hear from a handful of voice sand perhaps believe that only one person thinks a particular way. And so, I kept my hand up for that reason.

But in particular, this notion of disclosing all the terms of some kind of a private resolution is, as Paul says, completely unacceptable. If you don't want any future dot brands applications, this is the perfect way to go about it. And perhaps that's what some people in this group are even trying to achieve. But I don't think it's what the working group as a

whole wanted to achieve. I don't think it's what ICANN wanted to achieve.

But's incredibly common, when there are IP disputes, for there to be a commercial arrangement that is reached in private, confidentially, with all sorts of tradeoffs being given on both sides. And those deals get done because they're private and confidential. They will never happen if you have to disclose all of those terms.

And so, you are closing the prospect of dot brands off. And frankly, I don't know what we're doing here if that's what we're trying to do. There's been a lot of assumption that dot brands are actually likely to be a big class of applicants in the next round. Well, you're just about to reduce that to zero.

JEFF NEUMAN: Okay. Thanks, Susan. So, there's some good comments that are in the chat. I think what the most important things are … And maybe it's not the price. Maybe that's not a material term that we need disclosed. But certainly, to the effect of … The important thing is the who is running the registry, and how, and what limitations or restrictions there are. I would think those are terms that should be disclosed.

So, if, for example, there is a settlement that says that 100 names will be reserved for this entity, for the TLD when it launches, and that was the consideration, or one of the things to buy them out, then that should be known. I also think that if there is … Maybe I'll leave it to Rubens because he raised it in the chat. But if it's not all material terms, I would think that there is definitely a material ground between "all"

and “some.” And certainly, who runs the registry, for what purpose, and how should all be disclosed. Kathy, go ahead.

KATHY KLEIMAN: Yeah. Thanks, Jeff. I wanted to agree with you and highlight both what Elaine said in the chat about, “The addition of transparency and disclosure are compromise requirements for allowing private resolutions.”

And also, it appears Jim Prendergast is not with us today. So, from his notes, he said, “Transparency requirements are good and should not be rolled back for the creation of JVs, joint ventures. Not suggesting trade secrets be divulged. But we should know who the operator of JV is and we should know the circumstances around what caused members of the contention set who are not part of the JV to drop out.”

So, I think there’s agreement with what you’re saying, Jeff, that disclosure should be a requirement here—transparency, really. And let’s think in the broader case, not just of brands but of the dictionary words, of the geos. I think it will be very important in the wider cases that this transparency take place. Thanks.

JEFF NEUMAN: Yeah. Thanks, Kathy. Rubens, go ahead.

RUBENS KUHL: Hi, Jeff. Can you hear me?

JEFF NEUMAN: Yes.

RUBENS KUHL: One thing I need to mention, that Paul and others mentioned before me, that after a joint venture is formed, the new financial information will be updated in the application. And that's not true, according to the new evaluation model.

In the new evaluation model, you only supply the certification of financial plans, not the financial plans themselves. So, if there is something in the joint venture financial information that would reveal something that would also not be supplied to ICANN, only a new certification of the new plans. So, we can't rely on the financial evaluation to know that information. That's not correct. Thanks.

JEFF NEUMAN: Yeah. Thanks, Rubens. Paul, go ahead.

PAUL MCGRADY: Thanks. Responding a question that Elaine put in text, "Paul, what problems are you trying to avoid by not publishing names?" I guess my question is what problems are we trying to avoid by publishing the names?

Do we really believe a dot brand applicant's going to spend $185,000 on a dot brand TLD so that it can happily lose to get a handful of its most

sensitive terms, which, by the way, are trade secret territory—what they'll go after and what they won't go after. Are they really going to …? They're going to spend all this effort and the goal is to happily lose the application in order to get some sensitive terms not registered as second levels? That whole idea is bonkers. We're not on thin ice anymore. We're under the ice, at this point.

We have to focus on what matters here. And what matters is that the ICANN Board is concerned about people who are filing applications because they're buying a lottery ticket. Right? And while some of us don't think there's any issue there, the Board seems to. And so, we have to have reasonable responses to that, not just this Christmas list of, "Open up all your JV books. Tell us what you settled the amount for. Tell us what your sensitive strings are for your brand enforcement program," so that god and the world can go out and target those in future arounds and also, frankly, at the second level.

Everybody is piling on the Christmas tree, the kitchen sink, you name it. We're going to end up with no compromise position if people don't back off and deal with what, really, the issue is that the Board raised, which is the lottery ticket issue. Thanks.

JEFF NEUMAN: Yeah. Thanks, Paul. So, to be fair, the Board raised abuse in general. So, I think what's happening here, unfortunately, is that we're having—people are going to the extremes. So, yes. A specific list of names may be a trade secret. But the fact that there is an agreement for a certain number of names … Let's say the settlement was, "We are allowing this

other party to get 100 names, period," without saying what they are—without anything like that—that might be a compromise.

I think we have to stop making these arguments on these calls of the extremes and start coming to the middle a little bit. We are trying to curb abuse, or likely abuse, or reasonably foreseeable abuse. The fact that we are allowing private auctions to go forward is, again, making sides a little uneasy. But if we can put transparency requirements that don't have easy loopholes to get around, then … We need to have some kind of protections, right?

So, okay. Fine. Don't disclose the amount. But you should disclose the fact that a settlement agreement was reached in exchange for a list of names, in exchange for compensation—just something general so that there's some data on how it was resolved. And we can get into the very specifics, as far as what brands or others would be comfortable in disclosing. But to just always point to the example to get rid of the entire transparency rules isn't fair.

So, let's talk. What are we comfortable disclosing? Are we comfortable disclosing that …? Let's start with the highest level. The matter was settled so a statement of settlement should be disclosed. Anybody have an issue with that, in its very general sense? We'll go from the general to the specific, right? Anybody have an issue saying that there was a contention set and submitting a notice to ICANN, the application that's left says, "We've settled our contention set." Anybody have an issue with that? Kathy, your hand's up. So, I don't know if you have an issue with it.

KATHY KLEIMAN: Sorry. Old hand. Coming down.

JEFF NEUMAN: Okay. All right. So, nobody has an issue with filing a notice of settlement. Let's call it that, right? Now, what's in this notice of settlement? Would anybody have an issue if there was a notice of settlement that said, "We have settled for compensation," without the amount—just a general note saying, "We have settled for compensation." Paul says yes. Okay. Why?

PAUL MCGRADY: Thanks, Jeff. Because we do not want to tell cyber squatters which brands are prepared to pay. This is crazy. We say the Board wants us to address abuse. Why would we do a roadmap to brand owners who are prepared to pay, right? Saying the matter is settled is fine because that can mean anything. Maybe the other guy paid, right? But to put a neon sign saying, "Squat here," that's not how we address abuse. Thanks.

JEFF NEUMAN: Okay. Fair enough. You seem to have some agreement there. What about if part of the settlement was for a list of names—not which names but just in general? "As part of the settlement, an agreement was reached, whereby one or more of the members of the contention set will have a certain number of names." Is that an issue, without naming the names? Okay. So, that's something that seems livable.

Again, I think, as Cheryl's saying, it's some description of the settlement. Obviously, now, if there are … One of the other things that is a little touchy is what if there's an agreement to say, "Well, after you get the contract, we'll buy it from you," or, "you'll assign it to us." Is that something that should be disclosed? Is that something that … It doesn't need to be disclosed in an application or does it? Paul, go ahead.

PAUL MCGRADY: Thanks. Yeah. That was going to be my question. Do we have that requirement for other applications? Basically, what we're suggesting there is that we should start now to regulate the aftermarket, right? So again, ICANN already has in place its approvals or not approval in the aftermarket. If ICANN thinks somebody gamed this by saying there was a settlement and then, three months later, after the thing is delegated, here comes the assignment documents in, back to the other people, then ICANN can say no, right? The Board, then, is fully in charge.

So, I think now we're talking about asking this working group to regulate the aftermarket. I don't think that's in scope. Thanks.

JEFF NEUMAN: Yeah. I think where there's a difference here is that we're asking for, even for regular applicants now, the real parties in interest. So, if the real parties in interest changes during the application process, that really should be disclosed. So, we're not regulating the aftermarket because the aftermarket, by definition, is after you're already granted a TLD. This is a promise that's made to an entity before the application is granted that there will be a different real party in interest. And that, I

think, is a little bit different. Then, you're essentially lying on your application. Paul's got a question mark. Susan, go ahead.

PAUL MCGRADY: Yes. I just don't get it. What are you trying to say? That somebody … So, they say that there's a settlement agreement in place and then there's no update to the application. And then, the party, after the thing is delegated, puts in their change request. Again, back to the aftermarket. So, I don't understand what distinction you're trying to make. I want to understand it. Thanks.

JEFF NEUMAN: Yeah. I'm saying … Let's say part of the settlement agreement is, "You know what? It's too much of a pain in the ass to update the application right now. And so, let's just let this whole thing go through and then I'll buy it on day one." Yeah. That's when you'll get the complication. So, a contract is entered into so the real party in interest is not the applicant. You're saying ICANN will follow its process. Well, it's process there would be essentially that you lied about who the applicant is and, in theory, could take away the TLD, right? Is that what you're saying? So, it just would do whatever it would normally do?

I guess here we're getting into the issue … And I don't mean to pick on .web, which is an example that's currently in dispute. But you essentially had a promise beforehand, by one entity to another, to fund an auction and become the real party in interest afterwards. It was allowed under the rules. It was allowed last time, or at least that's what this case, I guess, is deciding. But is it something we're okay with? And do we

consider that abuse? I don't think that's the aftermarket, Paul. I think that's a way to keep hidden the real party in interest until after a contract is granted. Susan, go ahead.

SUSAN PAYNE: Well, I just wanted you to clarify because you seem to be suggesting, Jeff, that we've included provisions that would address that issue for every single applicant. And you may be correct and I just have missed that. But it's not clear to me why it's so important to address it in relation to a contention set if it's not information that every single applicant is being required to give.

There were plenty of examples last time around of deals that were clearly done before a TLD had been allocated to one applicant. And the moment it was, it immediately shifted ownership to another. And that was also allowed within the rules. And have we fixed, if you think it needs fixing, that issue? Because if we haven't fixed that issue, then why are we focusing so hard on fixing the issue in relation to private resolution and requiring applicants in contention sets to be disclosing information that we're not requiring of everyone. But it may be that we have fixed it. And that's why I'm asking you the question.

UNIDENTIFIED FEMALE: Muted, Jeff?

JEFF NEUMAN: Yeah. Sorry. Muted again. So, perhaps we just say that if any settlement results in changing the real party in interest to an application, an

application change must be filed. That's it. Anyone have an issue with that? Anne says okay. Paul, would that be okay? Martin asked me to repeat it. So, if a settlement agreement, or if the private resolution of contention set results in a change to the real party in interest—you can define that but that's a commonly-used legal term—then that must be filed as an application change and go through the application change process, obviously. Paul, go ahead.

PAUL MCGRADY: Thanks, Jeff. Sure. I think that's fine. And then, if somebody doesn't do that and goes to assign it on day one or day 90, after contract signing, then ICANN's processes are in place. The new applicant would have to go through the same evaluation that it would have undergone in the application round. And ICANN is free to say yes or no. It's going to be really suspicious if the assigned party is somebody else that was in the contention set. But things happen. There could be a good-faith reason for that. But if it's a third party, then they would just go through the normal application process that you would normally go to.

But no. I think that that's fine. What we don't want to do is get into the business of regulating the aftermarket. ICANN's already got its stuff in place and can simply say no. And if that melts down—the agreement between the two parties—and the party that agreed to assign it has the registry, and the party that wanted to take it later doesn't have the registry, that's not ICANN's problem. That's their problem. Thanks.

JEFF NEUMAN: Okay. Thanks, Paul. Susan asked a good question. And I do want to move on to the next topic. Susan's question is, "Are we going to require that for all?" And I would say to Susan that it should be required—or, in theory, is required—by all because there are certain representations. And in the contract, it does say that what you said in your application was true, is true, and will continue to be true. But if people would like, we could certainly make that much more clear.

But I think where we're going on this is that there are certain terms that we think would be reasonable to disclose in any private resolution. And so, I think we're getting there. I think putting aside the material terms, I think the key of the who, what, when, why, and how, I think, should be disclosed. And I think we can narrow all material terms down to something. It sounds like we can narrow it down to something that, hopefully, people can live with.

So, yes. We will submit some language around and get back to this topic after we go through a couple things on the next call. So, on the next call, we're going to do package seven and a couple leftover items. But then, we'll get back into this topic. I think we're getting there. I appreciate going through this exercise.

So, let's go on to the closed generic discussion. So, there have been, now, at least two new proposals that have been submitted for working group consideration. One was submitted by George et al. and one that's been submitted by Kurt et al. on probably the two polar opposites. And so, I'd like to give George a few minutes to go through his proposal, if Kurt was one or anyone was on to represent Kurt's proposal, to have a few minutes, and then I'd like to discuss the email that I sent around

earlier in the weekend, just so that we can get to at least a temporary solution. So, go ahead, George, if you are there. Are you there? Hopefully.

GEORGE SADOWSKY: Yes, I am. I should be off mute by now. Thank you. Thanks very much. When this first came up about 9 or 10 days ago, several of us had gotten together and had some initial ideas about how we could accommodate what we thought was not a polar opposite, Jeff, but a middle position, saying, in fact, that we don't know if this idea is going to work or not. We don't know if anybody's interested in closed generics for the public interest. But we want to make it possible for them to have a place to go and apply, if they were interested."

We just didn't have it together, and there were a lot of questions, and we said, "Wait. Let's put this thing together." So, we came up with a paper that's been distributed. Much of the paper is filled with details, which indicate nothing more, I think, than administrative feasibility. That is, if such a class of TLDs were to be defined, then it would be possible to administer those classes in a way that was consistent with the goals that we had put into place. But that's all it was and I don't want to get into the details here.

The important thing is that we abstracted the goals. And that's the most important thing—the goals of what were we trying to get at? And the ones that came out were trust—can people trust that this is in the public interest and not in the interest of a special group? Does it commit to the public interest? Is there fiscal restraint, so that people can't use

this as a way of grabbing a good word, and building it up, and then getting rich by resale or retransfer—whatever you want to call it? And finally, we wanted to make sure that the development of the TLD was consistent with its purpose. That's it.

And I think, as I mentioned in my email just before the call today, it will be important to reflect these things to the more general population for public comment, as well as for the larger community, consisting of, I suppose, in the ultimate case, the Attorney General of the State of California. We need to remember that ICANN is a public benefit corporation. It is not only a not-for-profit corporation.

That's all I want to say. But members of our likeminded group, I think, will have points that they want to make. We'll make them quickly because what we believe the ultimate goal should be is a communication—a transfer of these documents, along with whatever the group puts out as a report—to the general ICANN community for a discussion. And in line with that, by the way, I note that we believe that the contributions should have names attached to them.

And we also believe that the second sentence of your first paragraph reporting the outcome should not say just, "We haven't been able to come to agreement," but, "We've discovered some poles of attraction, which we think that most of the group—" I'm guessing here— "will feel some attraction to one or the other, or consider midpoints between," or whatever, but that we've identified some things on which the community can build.

With that, I'd like to give each member of our small group a chance to comment. Let me orchestrate it. Kathy?

KATHY KLEIMAN: George, I think Alan is next. He's got his hand raised.

GEORGE SADOWSKY: Oh. Sorry, Alan?

ALAN GREENBERG: It doesn't really matter who goes first. I was just going to comment. There have been a number of comments in the mailing list that this is not really a closed generic. It's an open restricted domain or that it's a community domain or TLD.

And I just wanted to comment that, in my mind, yes. It could be implemented as an open, very restricted … I've never seen a TLD that would be as restricted as this and I'm not sure we ever tried to do it because it not only has to do with the qualifications of the registrants, in that case, but would put severe restrictions on them as to what they can and cannot do, including how they use their domain and what subdomains—the third-level domains or fourth-level domains they put on it. And in addition, we'd probably be talking about, in most cases, third-level or maybe even fourth-level domains that are being registered.

So, it would be a very, very atypical restricted domain and one that would probably be hard to write all the rules for. And some of them might even violate some of ICANN's.

GEORGE SADOWSKY: Okay. Who's next?

KATHY KLEIMAN: I think I'm next now.

GEORGE SADOWSKY: Go.

KATHY KLEIMAN: Thanks, George. So, just a very brief follow-up comment.

ALAN GREENBERG: Community status gives you the community priority evaluation, if there is string contention. But it doesn't really describe the domain anything other than that, other than you might have some public interest commitments there that you wouldn't have had if you weren't a community. But anyone can put those in if they choose.

So, just a couple comments that yes, what we're really looking at here is, is there merit in this kind of designation, not are there are other ways that one could construe to do it. Thank you.

GEORGE SADOWSKY: Thanks, Alan. Kathy?

KATHY KLEIMAN: Okay. Just following up with what you said, George, that the goals here—the big picture goals are trust, and this commitment to the public interest, and working in the public interest, fiscal restraint, and a development consistent with the public interest purpose—so, really defining these ideas for the first time. I see it very much as a closed generic, in that the registry would be owning all second-level domains. And a key to the responsibility in governance of how those domains are used so it meets the closed generic as we've defined it. And look forward to the comments. Thanks.

GEORGE SADOWSKY: Greg? Is Greg on the call? Maybe not.

KATHY KLEIMAN: I don't think Greg's on the call today.

GEORGE SADOWSKY: Okay. So, one final plus. What we have done is to define a regime in which the content space may be entirely different from the content space in any other TLD. It breaks the mold of one registrant—because there aren't any in our model—per second-level domain. It'll be really interesting to see how that content space gets restructured in ways that are different and more useful for the users of the information in the

domain. And that's, of course, up to the applicant through a governance mechanism which includes major players in the space.

So, there's possible room for the kind of innovation which people have thought might be possible years ago but doesn't seem to have materialized very much. I think that's all we want to say. There can be comments. And we hope that you'll take our suggestions seriously.

JEFF NEUMAN: Thank you. Thanks, George. Let me go to Kurt, to explain his proposal. And then, we can take some questions or comments on both. And there have been some comments on the chat, as well. So, Kurt, if you are on, take it away.

KURT PRITZ: Yeah, so as it's clear that it wasn't my intention to be the spokesperson for this point of view. But the discussions we've had that resulted in this paper, really, had to do with closed generics being probably the primary platform for innovation [in] TLDs. They're the classic model of TLD operation that have to do with the sale of domain names, whether they're $6 each or $10,000 each, and creating some sort of revenue stream out of that and returns for some value. But we think that the real platform for innovation might be closed TLDs and using them for some sort of infrastructure. It's really hard to predict.

And the idea that … We don't think that profitability is inconsistent with the public interest—that, actually, most advances in technology and benefit for the public have occurred in pursuit of innovation and the

profits that fall from that. And so, in thinking about … If we want to define it as public interest, in thinking about that, I think our task is to create this fertile field from which ideas can sprout. And we shouldn't exclude profitability or business aspects from encouraging this sort of innovation.

If we look at the first rounds, you know there were a few applications for closed generics—not many. And you know who made these applications. They're Amazon and Google—companies with funds to experiment with the TLD to see what uses the TLD could be put to. And we see some of the fruits from that now. Google reclassified their TLDs as open. And, in fact, they are taking registrations. But there's some new sorts of innovation there.

And I think it's sad we didn't get to see what innovation might have occurred in the first round, where these applications were limited. That might have occurred. That would have provided us with a lot of information to make this decision in the second round.

So, I think that … And it's not clear to me or us, I don't think, to what nefarious purposes these can be put. I think if you think profitability is a nefarious purpose then that might be the case. But otherwise, I see just opportunity here. And we want to make our program most amenable to innovation where it will occur.

And then, the other part of the paper really goes to the difficulty of a public interest test. We don't have a definition of "public interest." And we'll either take a great deal of time here to do it or we'll take many iterations of the Applicant Guidebook to do it. Similarly, we're not sure

what a generic name might be. And so, to me—to someone who sat in a room and did scenario testing for days and weeks for community TLDs and how that might be ironed out—I see this as that problem multiplied by three because we don't have the definition of "public interest," the definition of "generic" defined, and other uncertainties for the program.

And finally, these certainly are just domain names. So, we've done without .food or .blood or .charity as a public interest for 35 years of the DNS. So, if someone were to take that namespace with some innovation in mind and not be able to fulfill that, I don't see any great loss there. There's other names that will be available.

I don't think anybody who wrote the paper with me is on the call. And I'm sure I didn't represent their thoughts as eloquently as they would have. Thanks very much.

JEFF NEUMAN: Thanks, Kurt. I think both submissions were really good papers and lots to think about. I think … Let me just see if there's any questions. Does anyone have any questions for either set of proposals? There's some things in the chat. But Alan, go ahead.

ALAN GREENBERG: Thank you. I just wanted to comment on the issue of we have to define "the public interest." ICANN is a public interest corporation. I guess we should shut down because we haven't defined it. My understanding or recollection is, we've pretty well decided that we can't define "public interest," but that we have to try to recognize it at the right time, when

the issue comes up. And I think it applies here, just as well as it does in any other areas. Thank you.

JEFF NEUMAN: Yeah. Thanks, Alan. So, look. At the start of the—or during the weekend—I sent around an email, basically saying that … We have two really good papers here. But I don't think we've moved the needle too much—at least not yet. It doesn't mean we can't move the needle. It just means that we're going to need some more time to try to explore this and see if there are ways to try to get consensus on either of these proposals.

At this point in time, the leadership's thinking is still the same, which is that at this point, there's really no agreement on which way to go. But that said, we still think it's important that the community have the benefit of these papers. And for that matter, if anyone else has a proposal that they would like to put in there, then please. We don't need to discriminate in favor or against any particular proposal.

Whether to use names or not was just something I threw out there. Of course, we can use names, if that's what everybody wants. I was thinking if we did it anonymous, then maybe there'd be no inherent biases. But I don't think that's a huge concern anyway. My point was there's different ways that we can put these out for comment.

George, exactly where the needle is now, it's hard to say. I think that the needle is closer towards the GAC advice of it should serve a public interest goal. And If we can figure out a satisfying way to define that and to include some of the restrictions, perhaps that we can end up

there. But I still don't know if something like that could achieve consensus yet. In fact, one of the things I was thinking about was putting together my own proposal or something that's more based on some of the information that's already in the rationale, as well, with much more higher level.

But I think that … I'm hoping we can get to a point where it says that we could define a public interest goal, or serve a public interest goal, or at least criteria to look at it. But honestly, I don't know. It's hard to say on these calls because sometimes, these calls aren't representative of everyone else on the list. So, Alexander, go ahead.

ALEXANDER SCHUBERT: Yeah. Hi. So, it seems to me—and I have written this several times in the mailing list—that we are always stumbling over one point. That is that some in our working group say that it's only the GAC that introduced this public interest goal, and that the Board merely accepted GAC advice, and that we are ending up discussing about public interest only because GAC desperately wanted it. And there are some who say, "Who else wants public interest? It's mainly the GAC."

So, what we could do, at least in our draft that we submit to the community, we could ask the community whether they are siding with the GAC, that there must be a public interest goal, so that we know how the community thinks about the need for a public interest goal.

Maybe the community says, "We don't care about it. That doesn't have to be too much public interest." Then, we are wiser. It could also be that the majority of the community says, "Oh yeah. They got [them] right

here. If you're going to shut down an entire generic keyword—like airport, like books—then you have to really prove that you're serving the public interest." And once we know where the community sides, then we have a better base to develop a policy around it. I'm finished.

JEFF NEUMAN: Yeah. Thanks, Alexander. And we did ask the community, in the last—I can't remember if it was supplemental or the initial report—to help us with that, with precisely that. And we pretty much got the same mix of people that think it should be more aligned like Kurt's proposal and then others that were, "No way, no how," and then a few others that tried to come up with some criteria for public interest goal.

I would love to focus the community discussion on the public interest goal, as opposed to an open-ended question of, "Do you think the GAC is right?" Because I think if we leave it open-ended, we're just going to get the open-ended kind of responses and it's not going to be very helpful. It's not going to be indicative one way or the other. And as Paul said—as Paul says here—you're going to get a response from some that it's in the public interest to allow … Some are going to say it's in the public interest to registrants and define the user community as the registrants. And others are going to define it as third-party end users. And we still don't have an answer to that question.

So, I'm still leaning towards let's give everyone a week, if they'd like to file other proposals. Of course, continue discussion on the list but again, at the end of the day, still having the default position being that there is no agreement. George, go ahead.

GEORGE SADOWSKY: Thanks. A couple of quick points. First of all, there are a few errors in the paper we presented. And we will give a clean copy to you, Jeff, when you need it to be forwarded. And for that, we'd like a deadline. We'll add our names.

And then, finally, there was a slightly contentious point about nine days ago. A couple of you said, "Well, I'd like to participate in the formulation of the proposal." And we thought, "Look. There have been a bunch of us writing on this. We're likeminded. We have the same idea." We weren't sure whether the participation would be cooperative or whether we would end up in an argument about what should be in it.

I think we're now at the point where if people in the working group want to give suggestions about how the proposal of ours can be either strengthened or made more palatable in terms of attracting people or whatever, we're certainly willing to take suggestions. It was not our intention to close out the group for any longer than we had to, in order to get our initial ideas in process.

So, a deadline from you, Jeff, please—not necessarily immediate, this moment, but soon. Okay?

JEFF NEUMAN: Yeah. Thanks, George. I was going to set a week from today—so, close of business, wherever you are in the world on … No. Forget close of business. 23:59 UTC on Monday the whatever a week from today is, is … I think in order for us to get this whole full report out by the second

week of August, we need to have those in by a week from today, close of business. So, that was, as Terri said, August 3rd, 23:59 UTC.

Okay. We are up against time. I'd like to thank everyone. We made some really good progress on a couple of different issues. On Thursday, we're going to go over package seven. There may be some leftover things from package six, I think, that we were asked to revisit. And then, we'll then go back to the private resolution. And also, be on the lookout for package eight, which will be the closed generics. I'm sorry, not closed generics. I apologize. The predictability. Sorry. My mistake.

Next call is Thursday, July 30th, 20:00 UTC for 90 minutes. Thanks, everyone.

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. Stay well.

[END OF TRANSCRIPTION]