

ICANN – CCNSO – FOIWG

Meeting Notes (draft) for 6 June 2013, 21:00 UTC

1. **Present / apologies (final attendees to be confirmed)**

ccNSO:

Ugo Akiri, .ng
Martin Boyle, .uk
Becky Burr, .us (Vice Chair)
Keith Davidson, .nz (Chair)
Chris Disspain, .au
Stephen Deerhake, .as
Daniel Kalchev, .bg
Desiree Miloshevic, .gi
Paulos Nyirenda, .mw
Patricio Poblete, .cl
Bill Semich, .nu

GAC:

Frank March

Other Liaisons:

Maureen Hilyard, ALAC
Cheryl Langdon Orr, ALAC

Staff Support and Special Advisors:

Kristina Nordström, ICANN
Bernard Turcotte, ICANN

Apologies:

Jaap Akkerhuis, ISO
Bart Boswinkel, ICANN
Kim Davies, ICANN
Eberhard Lisse, .na

2. **Agenda – Approved**
3. **Meetings notes for 23 May 2013 – approved.**
4. **Analysis V6 (of misbehaviour and revocation)**

- 4.1. Section 5.3.2.2 – New text proposed in V6

- 4.1.1. New text V6 - 5.3.2.2. The FOIWG notes, however, that many considerations must be taken into account in evaluating performance with respect to the more subjective aspects of the necessary requirements (fairness, honesty, service, and/or competence with respect to tasks outside IANA's core technical remit), requiring information that the [IANA Contractor] may often lack. For example, the requirement that a TLD manager be equitable to all parties requesting domain names should not be interpreted as requiring TLD managers to operate identical policies. Where the [IANA Contractor] lacks information and context about alleged "substantial misbehavior" involving the more subjective aspects of the necessary requirements, and the alleged "substantial misbehavior" does not pose a risk to the stability or security of the DNS, it would not be reasonable to expect the [IANA Contractor] to step in. In such cases, the IANA Contractor may refrain from acting and look to significantly interested parties acting in accordance with the rule of law for resolution.

- 4.1.2. Many points raised. No consensus. KDavidson asks that the text be revised for the next meeting and that any WG member that hasve suggestions should post these.

- 4.2. Section 5.3.4.1.3 – Amended text in V6 – general support for new version proposed at this meeting.

- 4.2.1. V6 Proposed text for 5.3.4.1.3 As discussed in Section 5.3.2.2 above, the FOIWG notes that the [IANA Contractor] will rarely be in a good position to evaluate the extent to which a designated manager is carrying out the necessary responsibilities of a ccTLD operator in a manner that is equitable, just, honest, or – except insofar as it compromises the stability and security of the DNS - a competent manner. Taking into consideration the primary responsibility of the [IANA Contractor] with respect to stability and security, the FOIWG interprets RFC 1591 to mean that revocation would not be an appropriate exercise of its right to "step in" unless the designated manager has substantially misbehaved in a manner that poses a risk to the stability or security of the DNS, has refused to comply with the requirements listed under 5.3.1 above, and/or has refused to correct objective repeated problems with email connectivity,

presence on the Internet, and/or maintenance. Rather, such issues should be resolved locally under the applicable rule of law.

4.2.2. Several concerns resulting in the next version of the final sentence.

4.2.3. Proposed text: The FOIWG notes, however, that the [IANA Contractor] will rarely be in a good position to evaluate the extent to which a designated manager is carrying out the necessary responsibilities of a ccTLD operator in a manner that is equitable, just, honest, or – except insofar as it compromises the stability and security of the DNS - a competent manner. Accordingly, the FOIWG interprets RFC 1591 to mean that revocation would *not* be an appropriate exercise of its right to “step in” unless the designated manager has substantially misbehaved in a manner that poses a risk to the stability or security of the DNS and/or the designated manager has refused to correct repeated problems with email connectivity, presence on the Internet, and/or maintenance. The FOIWG believes that it is not appropriate for the [IANA Contractor] to step in on issues where the actions of the delegated manager does not pose a threat to the stability or the security of the DNS and that such issues should be resolved locally.

4.2.4. General agreement for this version.

4.3. Section 5.3.6.2 –May 23 general agreement, June 6 Agreed - Final

4.3.1. V6 text: If the [IANA Contractor] revokes a delegation it should attempt, in collaboration with the significantly interested parties, to ensure the ccTLD will continue to resolve names until a suitable replacement is identified.

4.4. Section 5.3.6.3 – 23 May Amended text Agreed.

4.4.1. V6 text: The FOIWG believes it is consistent with RFC1591 and **[natural justice]** to allow a manager the right to appeal a notice of revocation by the [IANA Contractor] to an independent body.

4.4.2. Issues around the use of the term Natural Justice. KDavidson asks NR and BBurr to work out for the next meeting.

4.5. Section 5.4.2 – Agreed May 23, Agreed June 6 - Final

4.5.1. Text from 5.3.6.2: If the [IANA Contractor] revokes a delegation it should attempt, in collaboration with the significantly interested parties, to ensure the ccTLD will continue to resolve names until a suitable replacement is identified.

4.6. Section 5.4.3 - Agreed May 23, Agreed June 6 but need to finalize Natural Justice issue.

4.6.1. Text from 5.3.6.3: The FOIWG believes it is consistent with RFC1591 and ((**natural justice**)) to recognize the manager has the right to appeal a notice of revocation by the [IANA Contractor] to an independent body.

5. Other Business - none

6. Conclusion of the meetings – 22:00 UTC

7. Next meetings

7.1.1. 20 June 13:00 UTC * (out of sequence on purpose)

7.1.2. 4 July 05:00 UTC * (out of sequence on purpose)