

**ICANN
Transcription
GNSO Temp Spec gTLD RD EPDP
Monday, 11 February 2019 at 14:00 UTC**

Note: Although the transcription is largely accurate, in some cases it is incomplete or inaccurate due to inaudible passages or transcription errors. It is posted as an aid to understanding the proceedings at the meeting, but should not be treated as an authoritative record. The audio is also available at: <https://audio.icann.org/gnso/gnso-epdp-gtld-registration-data-specs-11feb19-en.mp3> [audio.icann.org]

Adobe Connect recording: <https://participate.icann.org/p71sv86k16/>

Attendance of the call is posted on agenda wiki page: <https://community.icann.org/x/TJOWBg>

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Coordinator: Recording has started. You may now begin.

Terri Agnew: Thank you. Good morning, good afternoon and good evening, and welcome to the 45th GNSO EPDP team meeting taking place on the 11th of February 2019 at 1400 UTC. In the interest of time, there'll be no roll call. Attendance will be taken by the Adobe Connect room.

If you're only on the telephone bridge, could you please let yourself be known now? Hearing no one, we have listed apologies from Ayden Ferdeline NCSG; Kristina Rosette, RySG; Ashley Heineman, GAC; Benedict Addis, SSAC; James Bladel, RrSG; and Amr Elsadr, NCSG. They have formally assigned Beth Bacon, Collin Kurre, Laureen Kapin, Greg Aaron, and Sarah Wyld as their alternate for this call in any remaining days of absence.

During this period, the members will have read only rights, no access to conference calls. Their alternates will have posting rights and access to conference calls until the members return date. As a reminder, the alternate assignment form must be formalized by way of the Google assignment link. The link is available in the agenda part to the right, as well as the meeting invite email.

Statements of interest must be kept up to date. If anyone has any updates to share, please raise your hand or speak up now. Seeing or hearing no one, if you need assistance updating your statements of interest, please email the GNSO Secretariat.

All documentation and information can be found in the EPDP Wiki space. There's an audio cast and view only Adobe Connect for non-members to follow the call. So please remember to state your name before speaking. Recordings will be circulated on the mailing list and posted on the public Wiki space shortly after the end of the call.

With this, thank you and I'll turn it over to Kurt Pritz. Please begin.

Kurt Pritz: Thanks very much, Terri, and hi everyone. Thanks for coming to this extraordinary meeting of the EPDP team, not that they're not all extraordinary. Really briefly we'll get to the substance as quickly as we can, so we can get through the meeting as quickly as we can.

You have a version of the final report that was sent you a few days ago. After the results of today's meeting, if touch up is required to that report or, you know, we're empowered to make edits and that's because of agreements made by this group. We'll do that and forward it to you. That will be the version of the report for your reference during this quiet period, or maybe so-called quiet period. And, you know, have that sorry for the sniffles.

And that's also a version of report that will be sent to the GNSO Council later today for instructive purposes so that the council can be briefed on the form and structure of the report and the content of it to date. We're sending it to the council today because the document motion deadline is today at midnight UTC.

But like I said, we'll make updates based on today's meeting. And then we also have some late updates to the data elements workbook as that small team has been working on that up to the very last few hours. So we found that really instructive.

Also later today after the results of this meeting, I'll send out Bundle 3 of the consensus call. So you'll recall that the first two bundles included the areas where we have agreement on that. We had agreement in the room on the recommendations and the purposes.

I've taken on board the recommendations of some of you that our consent is conditional about - consent about other recommendations, or that certain things occur. So some minor modifications or annotations will be made in the final report to make sure that we accommodate those, and you'll have time to review those.

So with that, unless there's any points of order or questions about the agenda, we'll get into that right now. So I'll pause for 30 seconds and see if anybody has anything to say. Oh gee, sorry. Kavouss, go ahead. Kavouss, did you want to say something?

Kavouss Arasteh: Excuse me. I said good morning, good afternoon and good evening. Many of these issues, I made constructive suggestions in a compromise that conversion approach. I don't see any of those up here. It means that they are totally ignored and I am disappointed. One is before here now, 28. I had made a suggestion. I did not (unintelligible). Why some of the suggestions made by the people, the chair explain in one and a half page, the rationale (unintelligible) reason when I made any proposals, even if it is not considered. And I would like to know the reasons. Thank you.

Kurt Pritz: Okay. Thanks, Kavouss. You know, I know places where your recommendations have been adopted. So they are taken into account. And

I'll say that the purpose of this call is to review these recommendations and then consider input. So your input into these discussions is welcome, especially as recommendation 28 where we've asked the contracted parties to make their recommendations for us. So let's have that.

Unless there's no more - if there's no more comments, I don't know if we have this language in a bigger format. As I recall in the last meeting, there were two issues. One was the selection of a date for defining or describing the length of the transition period. So I think we should be pleased to note that it's two months longer.

So we should be gratified to know that it's too much longer, so provides more opportunity for getting closure to those issues. And then at the - a second short paragraph is added. As we briefly discussed last time that the GNSO could start this implementation work right now.

We wouldn't - we don't necessarily have to wait for the board to approve this thing on May 24 or whenever they get to it, but rather we could start this now, which would provide some more time for doing that. And so, you know, I particularly like the date, February 29. So I applaud that.

I think what I'll do is we'll take two minutes to read this, and then I'll come back to you in just a minute. Time. Kavouss, is that a new hand? Do you want to make a comment on this?

Kavouss Arasteh: Yes, new hand. I make a comment in this paragraph. My comment is that we have done a lot of things to have some sort of arrangement. This time is arrangement not agreed. Is arrangement, how to do after this one year. We started from 29th of - 28th of February (unintelligible). And then after that last but one (unintelligible), say that will not to be subject. Why? Why they should not be subject in a lump sum to the compliance penalty.

There should be some qualifications on the circumstances may not to be, but

not be nothing. Why? If we continue and ignore everything that we have done after one year, they will not be subject to penalties. There should be a reason why it is that. So I said this, that we replace really by May, not be comma on the second (unintelligible) not subject to the penalties. I don't want to be totally open. This is (unintelligible) the first paragraph, (unintelligible) half.

With respect to the second paragraph, in second line, why we say informal convene? We just say convene. it is up to the GNSO and (unintelligible) ICANN, to see whether they need to have a meeting or arrangement informally or formally. We should not need to tell them in the recommendation, informal convene.

So I suggested the addition of informal in the second line of the second sentence, and I suggested the last but one line of the big paragraph to replace will not - may not be comma on their consensus, specifically (unintelligible), comma subject to penalties.

Not to leave it totally open that registry and registrar to do whatever they want. If after one year they continue to go ahead with the existing temporary specifications, which we have resolved and which we have commented a lot. So I don't think that we give this thing out to them without any qualification. Thank you.

Kurt Pritz: Thanks, Kavouss. So I'd invite like a member of the contracted parties who wrote this to translate or describe the effect, the actual effect of this last sentence, Kavouss, because you're likely to do it better than I. I don't know, Alan, if you're going to answer Kavouss's question. Or if not, then we'll get it answered and have a discussion of his suggestions. Alan, please go ahead.

Alan Greenberg: Thank you. I was going to try to give another person's impression of it, and then the contracted parties can tell us both what it really means. I took the first issue of will and may to say, they must follow the - if they are not

following the new policy yet, then they must be following the temporary spec. And as long as they are following the temporary spec, they will - there will be no sanctions imposed. So that's the way I interpreted that.

In terms of the convened, informally convened, I read that to say the group would be convened ahead of time to start doing some work, because it specifies that they're going to do work before the board approves it. According to the formal rules, it can only be formally convened after the board takes action.

So I read that as it will be informally convened to do some work, but it will not have formal existence until after the board because that's what the rules say. Thank you.

Kurt Pritz: That's right. I think especially on that second point, that's the easiest path to - it's somewhat a odd construct, but it's the easiest path to start work, rather than getting permissions to change the rules or something like that. So it's a way for us to - circumvent is a really bad word, but to wait for us to get started to work early without changing the rule book. So thanks for that. Matt, please go ahead.

Matt Serlin: Yes. Thanks, Kurt. And what Alan said is exactly correct. Let me just try to articulate again what that last sentence is. So essentially, contracted parties until February 29 of 2020, can operate either under the requirements of the temporary spec, even after it expires. Or may choose to implement all of the recommendations and policies that eventually will hopefully be approved by the GNSO and then the board, and then put into place.

So what we're saying is, as long as contracted parties are operating under either one of those regimes, they will not be subject to compliance penalties. After February 29, then all contracted parties must abide by the recommendations of the policy. So hopefully that clears it up for Kavouss.

And I see Beth has her hand up. So she may articulate it even better than I.
Thanks.

Kavouss Arasteh: A follow up question. Kurt, I have a follow up comment. I think ...

Kurt Pritz: Go ahead, Kavouss.

Kavouss Arasteh: Yes, I'm there. I want to say that we should distinguish between all these roles that we have done during the 46 meetings and several hundreds of email and nothing that these should be put to the baskets by registry and registrar if after 29 of February 2020, they ought not to follow what we have done, but they follow what is in the temporary specification.

I would wish to give some secondary priorities for the temporary specification if they decide to do so. If you introduce that preference to what we have done by amending the last but one line instead of being may, I would be happy and not proceed with the under circumstances going (unintelligible) instead of will not, may not be.

And still we want to encourage them to follow what we are doing. We are spending considerable amount of time and effort and I don't know why we want to ignore that, why registry and registrar, why they want to ignore that. And the second line, I don't agree that we should say that we recommend that they do informally.

We recommend that they convene. It is up to them. If it is ahead of the schedule, it could take you to head up the schedule until they could label them informally. We don't want to tell them formally or informally. So I wish to push for the deletion of informally in the second paragraph and I wish to replace with by may not be.

It's still encouraging them to follow what we are doing or what we will do during the last 46 or maybe up to 50 meeting and so on so forth. We need a

lot of effort in the balance of investment. I don't want to give this free hand to registry and registrar after 29 of February 2020 to say okay, I don't like what you have done. I do what is the standard spec.

And many people they object because standard spec. Otherwise why they have these 46 meetings? If everything was like that, so we should accept it in July 2019. So we should have a different distinction pleading to use some way in order to distinguish between these two excerpts. Thank you.

Kurt Pritz: Thanks, Kavouss. So I think you're misreading it slightly, and I think that Alan and Matt both explained that, you know, up until February 29, 2020, that the registrars would have - the contracted parties would have the option of following the template specification or the policy. But certainly under no circumstances is the work we're doing getting thrown out in any sense. In fact we're saying, it has to be implemented by the 29th of February. Beth, maybe you can do a better job than me.

Kavouss Arasteh: The text does not say that. I'm sorry.

Kurt Pritz: All right. Well, Kavouss, it's now Beth's turn to talk.

Beth Bacon: Thanks, Kurt. Thanks, Kavouss and Matt and Alan for explaining as well. I think that this is meant not all to be a preference or to show preference to one or to delay implementation or anything. It's in fact meant to move the way and make sure that contractors are either able to have the time to implement this properly.

I mean, once you do the final report, it's not actually a consensus policy until it goes through the implementation review. So frankly, the contracts aren't triggered until then.

So what this does is it actually has the contracted parties continuing to be GDPR compliant in a way that the community has kind of agreed and

embraced the expired - the tenets of the expired temporary specification, while the implementation gets off the ground and you do the actual work of making a consensus policy, which is something you can pick up, read and okay, I know what to do. I can make this work within my business model and my system.

So in no way is it a preference or a stop gap or a delay. It's actually maintaining compliance with something that's already agreed until we can get to the next thing, which will be the consensus policy that comes out with a report.

So I think that it actually is helpful and it really provides a lot of consistency for those who are not contracted parties, but those who are engaging with contracted parties on things and WHOIS and things that they need. So again, I really don't - I would have to disagree that it's a preference. I think it's really consistent and actually it provides a lot of stability for the (unintelligible) communities. Thanks.

Kurt Pritz: Thank you very much, Beth. Mark?

Mark Svancarek: Mark Svancarek. Two questions and a comment. First comment is the (unintelligible) below. I think it would be good to mention wherever it says temporary spec, to mention that. Temporary is expected to expire. So you could say the expired temporary spec.

I know that sometimes people have questions about, you know, how can you be consistent with this thing that has expired? It might be good to be explicit about that. Secondly, sorry if this was explained already. I don't know what it means to informally convene the IRT. What does it mean to informally convene the IRT? If someone could explain that to me.

And then lastly again, sorry if this was mentioned already. The dates when the work fields will be redacted and then unredacted, how do they fit in to the

implementation bridge? Are those dates tying to this in any way, or are they free floating free in the SP to find relative to this? Thanks.

Kurt Pritz: I can answer at least one of those questions. The IRT is being convened informally because the rules for convening an IRT say, after the board approves the policy, the implementation recommendation team will be convened. And that's three or so months from now, and that's three months we could use for implementation work.

So what we're asking the GNSO Council to do is informally convene it right now so we can get started. And that way, we don't have to change the rule and such. My sense is this is unrelated to the org field, but the - and so that's free floating.

But the implementation work - in the implementation work, the element of the org field has to be taken up. That's my understanding of that. Diane? So if anyone else who can answer those questions with more specificity, please do. Diane, welcome.

Diane Plaut: Hi. Thank you, Kurt I have three points. I think that number one, rather than being shall be with the date, it should be shall be no later than as others have weighed in to make a more definitive line that is clear. Secondly, much to what Alex and Marc have tried to explain, we can in a policy recommendation, refer to an expired policy.

So I think that it has to be very clear that we have to work within - it's an expired but it has to be within the confines of compliant with according to the guidelines. So those would be two possibilities. And then much to Kavouss's and Georgios' point, we certainly, I don't believe, should be saying that will not be subject to compliance penalties, because we really do not have the authority to say that.

So I think we have to cushion that or condition it upon, it shall be compliant

with. And if not compliant with, then the necessary steps will be taken accordingly. So I think that there's a few different changes here that we should make from a legal and policy standpoint.

Kurt Pritz: Go ahead, Kavouss.

Kavouss Arasteh: Yes. My question is, why registries and registrars are not all considering that they may not able to implement or to be compliant with the policy that it is will be adopted and they want to continue the temporary specifications. What is the rationale? What is the anxiety? What is the danger that they will see that the new arrangement may not fi them?

And from the very beginning, from no they say that it's sort of encouragement that don't worry, if you don't comply, you can continue this temporary specification and you would not be. But I wanted you at least give this sort of priority that the objective is to comply with the new policy. But should under certain circumstances, they are not able to take that and continue the temporary specifications. They will not be.

So we need to inject something not to give the impression that from the very beginning, we encourage them that you don't need to comply with the new policy, because after one year, you could continue to do the existing temporary specifications that you have done for the last one year and you would not be subject.

This is the essence of my proposal to say that second paragraph should under certain circumstances, registry and registrar continue to use the temporary specifications after one year, then so on so forth. So within this certain circumstances, that they should explain why they could not be or will not be in a position to comply with the new policy. That is my point. Thank you.

Kurt Pritz: So the answer to your question, Kavouss, is that the policy is vague and needs to be fleshed out in detail so that it could be incorporated into contractual requirements. And so with a vague policy, that is difficult to follow. That's why we need an implementation period, and that's why we're providing the option of continuing to follow the temporary specification for a few additional months, which won't have widespread support amongst this group.

So that is the answer to that. Is there any response to Diane's recommendation that we should change the wording to be, shall be no later than? I think we discussed this last time, but I don't remember the particular reason for retaining the specific date. Beth or Matt, do you have a reaction to that right off the bat? Thanks, Alan.

Alan Woods: (Unintelligible).

Kurt Pritz: Alan, you snuck in first ahead of Matt. You can go.

Alan Woods: Okay. Sorry. I didn't hear my name. I think it's implied because of the - until 29th, February 29 in the last sentence, but it certainly doesn't hurt to add it there also, at least from my reading.

Kurt Pritz: Yes. I think it's already in there too. But Matt, go ahead.

Matt Serlin: Yes. Thanks, Kurt. I was just going to say, this language was the result of a lot of work between the registrars and the registries and sign off from our stakeholder group. So I think it's safe to say any changes and additions, we'd have to take back to the group because we got this language through a lot of interaction.

So any changes to it I think we'll probably need to take to the list. So, Diane, if you want to put some proposed changes to it and we want to consider those, it will take us some time to do that. I don't think anyone - I don't think

any of the CPH folks on the call can sign off on that without going back.

Thanks.

Kurt Pritz: Okay. So I think we're going to leave this one behind. I just want to say that, just to reiterate what Matt said, but from a - and (unintelligible) from Beth, from an independent, more independent point of view that I do understand that this language was significantly abated at the contracted party level where - and represents quite a significant compromise on the part of many parties that came together for this discussion.

I don't want to go too much further in describing that, but the changes that are recommended I think would not have a great effect at the end of the day in how we run this. So my advice for the group is to try to find a way to live with the current language, but if you do not, then I'm kind of like you, Diane, but, you know, that's just because you chose to speak up and I admire that.

So if we can think we're going to live with this language, I think it's a preferable way to get to the end and not open up a negotiation that was finally closed because that negotiation when open, can go either way.

Kavouss.

Kavouss Arasteh: Yes. I once again repeat that we need to add at the beginning of the sentence, should under certain circumstances, registries and registrars and so on so forth. We give them this specific circumstances that they could not be in a position to comply with the new development and so on so forth. This is point one.

Point two. When I ask a question, I'm asking of the chair, but not the secretariat. I request the secretariat not to respond to me. Our counterpart is the chair and the team, but not secretariat. Thank you.

Kurt Pritz: Thanks, Kavouss. And often the secretariat, support staff and I, they're support staff. They're not secretariat. So they're called support staff because

they're well steeped in these issues and also, you know, we're chatting about responses. So it's all a collaborative effort here and we're all one team.
Georgios, please go ahead.

Georgios Tselentis: Yes. Can you hear me?

Kurt Pritz: Yes, I can. Thanks.

Georgios Tselentis: Yes. I just want to highlight that it doesn't change too much of the - of what will happen in practice, but I think the point of Kavouss is the following. As the language is written there, it looks like if there is an option to follow the one or the other, the temporary specs or the new policy, whereas the way I think Kavouss is trying - the point he's trying to make is that the precedence should be for the policy.

So everybody should follow the policy, unless for justified reasons, they cannot do so. So I think the problem comes earlier in the language where we use that or either. So there, we should be more I think strict and try to say that we - the contracted parties should follow the new policy, and only for the justified reasons.

If they cannot, then the policy for those issues that they cannot do so, justified reasons. Then the temp - they should apply the temporary specs. That's what I think, but Kavouss can correct me if I'm wrong for what he's trying to say.

Kavouss Arasteh: Yes, you're right.

Georgios Tselentis: In practice, this will not change many things, but I think the burden of somebody to justify why I cannot do it and if not, because it's easier for me, falls back to the contracted parties.

Kurt Pritz: Thanks, Georgios. You know, I think that's not an unreasonable request. And I'm thinking through that. And, you know, first, generally policies, it's not incumbent upon contracted parties to follow a policy at all until it's gone through this implementation recommendation team.

So the standard practice would really be to not follow our new policy until the implementation work is done. So that that's the standard practice. And so we're following all our rules, carefully crafted rules, you know, we would have avoid between the expiration of the temporary policy and the completion of the implementation work.

So the standard practice preferences would be to not follow the policy. And so I think that, you know, extending the temporary specification is one way to avoid that. And then so what the contracted parties have done is say, you know what, we're going to - and this is partial answer to Kavouss's question, we're going to follow something, I mean the temporary specification or the new policy.

And so I think, you know, that's good. They're going to follow something that's written. And to get to the very last part of your recommendation, you know, unless it's reasonably justified, I forgot the exact wording, you know, you put it much better than I did, that sets into motion a whole requirement for a procedure with guidelines on what's reasonable and how do you prove it's reasonable to follow the template specification, rather than the new policy?

And so I think that would create a greater burden on contracted parties. And so if we asked them to take that back, it would likely create an extended negotiation. So I think your recommendation is - you know, I invite- I'd invite others to comment also. Maybe I'm not the one to be doing this.

But while it doesn't change the - I agree with you that it doesn't change the gravamen of the recommendation here, it would require the need for the

creation of a new process for determining what a reasonable - when it's reasonable to depart from a policy.

So I talk too much, but for all those reasons, and maybe Beth can put it more succinctly than me, that I think it's kind of difficult. Beth, go ahead.

Beth Bacon: Thanks, Kurt. I don't want to drag this out any more. We've covered it pretty thoroughly. And I do appreciate your explanation. It was spot on. So the difference we have is exactly to cover the concerns that Kavouss and Georgios have explained. A final report does not a consensus policy make.

And the concern that the temporary specification ceases to exist contractually on the 25th of May. So what we would like to make sure is that we have contractual certainty and predictability. And by extension, those engaged contracted parties will not - and that's even they fall off a cliff, the practices won't change immediately because the consensus policy hasn't been made - or sorry, the final report hasn't been into a consensus policy through the implementation process. And it's a defined process.

And I think that the goal here is that we all really want this to be the preference and we want to have a consensus policy to follow with the uniform practice and not have to keep doing this and have temporary things that are falling off and redoing. We understand that they've chosen to get started.

So the goal here is to actually move more quickly through the defined processes for the benefit of contracted parties and (unintelligible) their consistency. In no way is it a preference. So I think the reason Georgios asked very clearly why in what circumstances would we not be able to comply with the consensus policy, is because it's not a consensus policy yet. When it is, a contracted (unintelligible) and a contracted party can comply with it, and that's the long and short of it. Thanks.

Kurt Pritz: Thanks, Beth. And I'm just thinking here for a second. You know, let's do this. Let's - and I think I know where Kavouss is going, but I'd like to gauge support in the room for this as written. So could you like put a little green spot up there if you like this as written, or if you think that change is required, then you can either - you can put up a red spot or something like that. So that would be good.

So if you would - let's see. Agree if you will - are willing to accept this as written or disagree, if you think that change is required, that'd be helpful. Come on you guys. Give me your vote. So I'm not seeing any red spots, but I'm seeing that some people are on the fence. So here's what you need to think about. Sorry for the arms.

Yes, think about whether they can live with the way it's written. If not, please send an email to the list with suggested change and we'll try to gauge the support of that and we'll take it under advisement during the quiet period if we have to reopen this negotiation. And if you could in your input, if your input could be from your group and not just the individuals, that would be terrific too. Kavouss, if you could just wrap this up quickly. We want to get on to the next thing.

Kavouss Arasteh: Yes. Quickly that the third line from the bottom of the big sentence before registry is you ask, choose under certain circumstances and continue. Thank you. Should under certain circumstances and continue the sentence as it is. Thank you.

Kurt Pritz: Thanks, Kavouss. So I mean let's go into the next agenda item, which is reasonable access. And I believe the issue remaining here although - thanks everyone for your really constructive comments in the chat, especially Alan, Hadia and Diane. And that's all I'm seeing. So there might be constructive comments about that, but I have a small window there.

So what's reasonable access? We had a pretty good discussion online with

regard to how (unintelligible) law enforcement fits into this. We specifically asked - I specifically leaned on Thomas to consider the input and provide some wording. So also reasoned input from Alan Woods.

I think maybe I'll ask Thomas to - he developed some additional wording, so maybe he can tell us how he's addressed this, which is right at the bottom of the reasonable access memo here.

Thomas Rickert: I'm happy to do so, Kurt. I saw that Marc, the one he sent to you. Do you want to go to Marc first or should I do a quick introduction?

Marc Anderson: No. Actually I'm waiting for you, Thomas. I just want to be first in the queue after you.

Thomas Rickert: Okay. Thanks so much. Hi everyone. This is Thomas for the record. The idea of the language that you find in the Adobe window in bold, was to add a little bit of color to the one sentence that I had previously offered. So the idea is that we would clarify that we didn't get yet have an opportunity to work on policy for law enforcement disclosure requests, that it may well be that these criteria are appropriate, but maybe they are not.

And that depending on the jurisdiction of the requesting law enforcement authority of the alleged crimes involved and the location of the contracted parties, the condition for the contracted party to be entitled or to be required to disclose data.

So what I've tried to do here is a couple of things. Number one, explain why this set of recommendations is not applicable necessarily to law enforcement requests. It also makes clear that we're not trying to exclude law enforcement requests, but just to clarify that they might have different criteria.

And thirdly, that the criteria might be dependent on the jurisdiction of the registrar, the law enforcement authority and the crimes involved, because

there might be different criteria for disclosure, particularly at the international level if very fast criminal activity is taking place, opposed to not that, you know, not that severe crime where data disclosure might be more problematic.

And what I also wanted to do and this is my last remark is to build a bridge based on the comment that Ashley has made, that we will take a look at this in phase two. So basically, we're explaining where we are in the process.

I hope that this language doesn't look like we're disinviting law enforcement, but we're just saying, we're not yet there. More work needs to be done and different criteria might be applicable. So I think I should leave it there. I'm still here to answer question or add more information if you would like me to. Thank you.

Kurt Pritz: Thanks, Thomas. Thanks for that cogent explanation. I'm going to rise to my own point of order and say, there were two issues with regard to reasonable access. One is this one. So let's get - have the discussion when I get past it. And then the second issue really had to do with where the words, request for disclosure, might appear in this, that we had a discussion about that last time.

So there was a discussion of that on the email list too, and we'll come to that right after this. And hopefully think - well, anyway. So, Marc, go ahead. You're first in the queue.

Marc Anderson: Okay. A question and a suggestion. The first question is for Alan Woods. So Alan posted a pretty lengthy email the other day. Alan, my reading of your long email was that it was compatible with this in the brackets. So I see you're next in the queue. If you could just confirm that I've read your feedback correctly. Is this compatible with the brackets or not?

Secondly, it does seem to me that we need - the language in the brackets is pretty clear. I'm just not sure it will be sufficient. I haven't come up with any

alternative language and I'm still noodling on that. But there may need to be something else in purpose two itself. So I'll come back to that in momentarily
Thanks.

Kurt Pritz: Thank you, Marc. Go ahead, Alan.

Alan Woods: Thank you. And yes, apologies. I know it was a long email. It was unfortunately something very important to get across. And I just wanted to say, so to answer Marc directly, yes, absolutely. What Thomas has come up with, I certainly have no issue with it. Again, it is acknowledging the fact that look, this is not necessarily aimed at law enforcement and we need to be clear about that for the reasons that I outlined in that email, going through 1C, D and E.

So I just wanted to say that - and make it very clear is that the contracted parties, well (unintelligible), but I'm not standing in the way of law enforcement getting access to the data where possible or where possible and where necessary and where legal to do so. It's just that we need to focus, not on just creating an easy way of doing this. We also need to focus on what is current legal, and making sure due process is being followed as well. And that's not the EPDP's main focus area. That would be up to the LEAs).

What we're trying to say is that the LEAs absolutely should not be necessarily putting all their eggs into the recommendation 12 (unintelligible) basket, because it is - and for the reasons we went through in the email. You know, it's a different type of request.

We're talking about legal obligations and power in the warrants and subpoenas and things like that, which are much more available and applicable to the LEA in making such requests. But they don't have to have the same sort of comfort that this recommendation currently has.

So I just wanted to make it clear that we are not saying that we are putting up

barriers for the LEA, but we just need to make sure that, you know, that the LEA are looking at this from the appropriate point of view and that they might not necessarily need to go through the recommendation 22 - not recommendation, sorry. The recommendation 18 or 12 (unintelligible).

So I completely agree with what Thomas has put into his compromised wording. I don't know, Kurt, if you mind me just going quickly into Ashley's point. I can hold off on that one, but it's very straightforward. And I can hold off until we come around to that if you want.

Kurt Pritz: Yes, let's hold off on a second. I'm going to put you first in the queue on that one. Emily, welcome to the call.

Emily Taylor: Thank you very much, Kurt. It's Emily for the record. Yes, I think that Thomas's proposed text goes a long way to resolving some of the issues that we had raised by law enforcement colleagues last call. Actually I was surprised, I must admit that the previous text was read in that way and I hadn't read it in the way the other colleagues had.

But I think that that really just highlights a need for clarification. It was certainly, as I had read it, not the intent at all to in any way put law enforcement in a worse position than people who are wanting the same information for the purpose of simple rule claim. In fact, quite the opposite.

So to my mind, Thomas' text goes a long way in I hope clarifying that. The objective was to set out some rules of the road. So just to offer support on that. I also have just a very brief comment on the request versus policy issue, but I will hold for now. Thank you.

Kurt Pritz: Thanks very much, Emily. And after I read Alan Woods' email on that and the level of detail in it, I agree more with Thomas that we have to - it made me agree more with Thomas's intervention that we're not going to be able to flesh out all that detail here. And, you know, certainly I'm of the mind that law

enforcement is not at a disadvantaged position. They're law enforcement so they have tools at their disposal. Laureen, please go ahead. Welcome to the call.

Laureen Kapin: Thank you, Kurt, and let me also say that I appreciate Alan and Emily's comments about being mindful of law enforcement concerns. And I also appreciate Thomas's revised language, which I think definitely goes further than the original language in its clarity.

That said - we have some competing beeps. That said, recommendation 12 or as it's now - I'm going to still call it recommendation 12 and let everyone know that I'm talking about what's on the screen, reason access. This doesn't mention law enforcement at all.

We know that there are challenging issues dealing with what grounds law enforcement will be able to use under the GDPR, and these have already been flagged for phase two. We also know that for all of this draft report, as a sort of parenthetical to all of that, we're always being mindful that we are not demanding any contracted party or anyone else for that matter, act in a way that's unlawful or inconsistent with the GDPR.

So I raise the issue why we are then putting this remark here when, one, law enforcement is not being called out specifically, when two, we already know we have to grapple with these issues in phase 2. And when, three, we're not putting parentheticals to say, by the way, make sure you're behaving in a lawful manner compliant with the GDPR as part of the whole report.

so that's why I have concerns with inserting this language, which I think makes something that's already a bit complicated, even more complicated and can be misinterpreted in a way to signal that somehow law enforcement requests are going to be either excluded or things are going to be made more difficult. Thank you.

Kurt Pritz: I wonder if one way to address your concern in Thomas's writing is where it says that, you know, there may be - it should be might I guess. There might be different criteria of processes that need to be followed. You know, change that to can be followed so it makes it like there's more opportunity, rather more restrictive, something like that, because I think what Thomas is saying is, there's - for LEA, there's a lot of ways to skin that cat, you know, depending on the different jurisdictions and that sort of thing. Margie, please go ahead.

Margie Milam: Thank you. This is Margie. I think where I'm confused in regards to the proposed language is, when we talk about different criteria or processes, are we talking about within the WHOIS policy or outside of WHOIS policy? Because I think that's probably where I don't understand yet what Alan's email was suggesting.

I mean obviously there's the subpoena process and that, you know, is something that, you know, LEA has to struggle with and obviously comply with. There's nothing - we're not changing that. But what we're really talking about is enabling WHOIS to address the areas where a subpoena isn't needed.

And so that's what I'm trying to understand is, is this group willing to look at a policy that relates to WHOIS as (unintelligible). Again, it doesn't mean that the request will be honored, and certainly there's - that issue isn't going to be addressed here, but to have a framework where they're part of the whole WHOIS process.

And if that's the case, then I think we have to focus on not just the parenthetical, but as Marc mentioned earlier, you know, ensuring that there's a proper purpose for that. And I feel that our purposes identified in our recommendations, don't clearly provide a path for LEA.

Kurt Pritz: Sorry. I had to take myself off mute. Thanks for that, Margie. That's a good distinction. Alan Woods, please go ahead, unless you're - are you still on this topic or you're lining yourself up for the next one?

Alan Woods: I was lining myself up for the other one, yes. I mean I could add more wood sticks to this already (unintelligible). So I'm not going to on this one, but I still stand by what I said in the emails.

Kurt Pritz: So I think - is there anyone else that wants to talk about this issue of adding this parenthetical - well, it's parenthetical right now, but any more comments about that and the need for it to have an additional discussion? Kavouss, are you in on this issue? What's your take?

Kavouss Arasteh: Yes. On this issue, when I received email from Ashley and talking, the difficulties that she encountered and plus two other GAC members, then I contacted Thomas and asked him to reconsider and he kindly responded positively to that. So I see big steps from Thomas in that regard.

But I suggest that if now Laureen speaking on behalf of Ashley, could suggest some improvement if she believes that improvement. This is always easy to criticize, but it's not easy to propose a solution. Is any particular suggestion from Ashley or from Laureen in this regard?

So I tend to agree with the biggest steps taken by Thomas and I appreciate that very much. But still we need to roll we are more or less closer to each other, and I think that is the important issue we should resolve it quickly, either at this meeting or by email. So it's time to ask Laureen and Ashley or those other - if they have a concrete suggestion to the latest text by Thomas. Thank you.

Kurt Pritz: Thanks for that, Kavouss. Go ahead, Laureen.

Laureen Kapin: Thank you, and while I typically wholeheartedly agree with the notion that it's easy to identify problems and harder to come up with solutions, in this case actually I believe that the tech proposed by Thomas created this issue where there wasn't an issue before with this particular text.

So the solution - and I couldn't excerpt with Ashley's comments in the chat, just to remind people, it was this text that created an issue with the recommendation that the GAC had already been on board with. And I'm afraid that our - the whole thrust of our comment, Kavouss, is that we believe these issues should be dealt with in Phase 2.

So I don't have a proposal for language here because I think the insertion of language itself, creates a lack of clarity and create the risk of misinterpretation that is unnecessary. We are already going to be dealing with this in Phase 2 and it is already implied that all of our recommendations are intended to be compliant with the GDPR.

Kurt Pritz: Thanks, Laureen. Georgios, it's the GAC hour.

Georgios Tselentis: Yes. It's one GAC after the other. But as I was not also in this - last week in the calls, and I apologize for that, but just seeing the efforts here that was put to address the issue, the problem that I see and I have to agree with Laureen with that, is that still the text can be - because it has many conditions. It says it may well be and further down it may be.

Again, there are several conditions in the text as it is now that may - that could lead to different interpretations. So although I also see that the intent is to the right direction, I don't see the value of adding this at this stage and I prefer also to be deleted and have a more better discussion when at Phase 2 where we can see clearly what are the needs and how they're going to address the needs of the law enforcement.

So again, for me I think the GAC at this stage, we may not have something to

counter propose, but we can see not the necessity to restrain ourselves with this text because I think there are some dangers in this misinterpretations. I prefer that this will be deleted. Thanks.

Kurt Pritz: Okay. Alan Woods.

Alan Woods: Sorry. I'm still waiting on the other one.

Kurt Pritz: All right. So I don't exactly know where to go with this. I think we're going to have to leave this part of the discussion behind and understand - I don't know what to pass that the - so I like what Ben has here. How do we - you know, I think we're all in agreement that this is a topic that's going to be discussed in phase 2, just so that we - you know, I agree with Laureen that says, we don't have to say we're going to be GDPR compliant in every case because we are going to be GDPR compliant in every case. That's implied. And so I agree with that.

I agree that we don't want to put in language here that could be interpreted that law enforcement actually has a tougher road at haul than any other party seeking data. So I wouldn't want to put language in here for that because I come from the mindset that law enforcement does not have a higher bar. I never interpreted it this way, but I could see that it might be.

And finally, you know, to get to what Ben said, you know, if we've agreed we're going to flesh out those discussion in Phase 2 a bit to make sure we're on good footing, you know, we need to capture that in some way. That was - Thomas, in his introduction to this, stated that, you know, he took onboard Ashley's comment and thought he had made that specific in this writing.

So those are my three takeaways. And I think what we want to do is go forward with that thought. Emily, please go ahead.

Emily Taylor: Just a quick one because there seems to be listed as a state of the languages put in by Thomas in order to try and allay concerns that were raised by law enforcement colleagues. So I'm going to ask who. We're hearing from Laureen and other colleagues that actually that language creates - can have the potential to create confusion.

And so I think as Kavouss has also suggested on this in the chat, why don't we just delete it? And then everybody who is requesting is subject to the same sort of criteria. Apologies, Kavouss. I had asked for the floor because I had mistakenly thought that you and Alan were queuing for the next round of comments. Apologies for that.

Kurt Pritz: So Emily, so what's - so but please finish. So then what's your ...?

Emily Taylor: So my proposal is that we just delete that, the new wording in the bold square bracketed wording at the end and just leave it at that. That seems that - it seems that the addition of that language suggests that law enforcement would be treated differently and actually to some view, not have the same rights with as far as parties who are just asking for the data for other purposes.

So if the deletion resolves it, then - it was put there to try to allay the concerns of law enforcement colleagues. Law enforcement colleagues are telling us, it does the opposite of the intention. So let's just get rid of it would be my proposal.

Kurt Pritz: Kavouss, go ahead. Kavouss?

Kavouss Arasteh: Hello. I was saying that please preferably delete the sentence as proposed by Thomas. But if he still wants to take something, create a footnote and just flag the issue and mentioned that this is a matter to be carefully or to be studied and decided upon in Phase 2. Just a note if he wishes or insists. But my preference is going along with my GAC colleagues

and deleting this sentence that at least two GAC members they are opposed to inclusion.

But having a note and flagging the issue and asking that this is a matter requires further discussions and decisions on Phase 2, is not horrible. This is the second suggestion. The first suggestion is, delete it. Without that, second suggestion, delete it with a note along the lines of what I suggested, raising the flag and saying that this should be discussed and decided upon at Phase 2. Thanks.

Kurt Pritz: Thanks. Margie, are you in this one or you on the next one?

Margie Milam: Yes. I'm in this one. This is Margie. I actually think we might consider going to rec 2 where we talk about what's going to be talked about in a reasonable access discussions of Phase 2 and insert, you know, law enforcement requests there. I think there's other things mentioned there, including cybersecurity and IP. And then that way, it's clear that it's going to be explored further in Phase 2.

Kurt Pritz: Yes. So I'm a little bit concerned with disturbing recommendation two at this point and also, you know, kind of it gets in there. I think the sense in the room is that we can go ahead and delete this language. And I think - I don't know if Thomas wants to opine on this. But I think where we are is - go ahead, Thomas. Thanks.

Thomas Rickert: Yes. Maybe just very briefly. My reason - the reason for me making the suggestion of adding some transparency here is that I think that under certain circumstances, law enforcement might not be able to be honored. And I just want to be upfront and transparent about the expectations that law enforcement community might have, you know.

So it may all work nicely, but it may also be that some law enforcements at the global level would be disappointed because legally it's not possible to

honor their requests based on what we have in this recommendation. So I just wanted to flag this.

But if this group doesn't see the need for flagging it, that's all fine. Let's just move on. I just wanted to be of service to our community to avoid conflict at a later stage. And thanks for Kavouss - thanks to Kavouss for offering to add an additional note, but I don't need to get my words into this recommendation. It's all good. Thank you.

Kurt Pritz: Thanks for being so gracious, Thomas. That was great. There's one more issue with regard to this recommendation. We've gone back and forth on language a little bit. The title for this recommendation is Reasonable Access, but of course the title never makes it into our final report, and it's the words and the recommendation itself that does.

And this is where last time we talked about, you know, reasonable access would mean reasonable lawful disclosure and maybe not reasonable requests for lawful disclosure. And so we're going back and forth on that a little bit, and I'd like to get - I'll let Alan take the floor on that, and hopefully we can understand this - the nuance in the wording.

Alan Woods: Thank you. Yes, I won't speak on the other one. I think we've done enough. Okay. So yes, on this one, I understand exactly why Ashley put in the simplification of the wording. However, and I even indicated in the chat that immediately didn't strike me as being an issue.

However, once I went back and read it again, it seems to place the emphasis on the disclosure and not the request, and we need to be so very clear. And it's not about one or another. It's just about for the reader, the casual reader who's reading this, and of course for our friends in the compliance departments who will be interpreting this later on, we need to be very, very certain that we're pointing to the process around the request, not a process around the disclosure.

And I don't agree that it's so clear to people that it is about the process if you remove reference to the requests. It's not about splitting hairs at all. It's about having clarity for enforceability, for review, things like that, which I think the removal of the word request would have.

So let's be - you know, again, I appreciate what Ashley is saying. I just don't think that it's necessary to change at this point, because it removes the clarity that we had.

Kurt Pritz: Any response to Alan? So your recommendation, Alan, is essentially to put it back to reasonable requests for lawful disclosure? So essentially we're not calling it reasonable access. We're calling it lawful disclosure, and the reasonable request part is defined by the criteria below that describes the criteria by which requests are made.

And then goes on to describe the process for responding to those requests, first the acknowledgment and then the reply period. I guess I should look at the chart. Does that - can anyone speak in - it's (contravention) in a way. Anyway, if we put it back, no, we're not saying we're changing the title to number 18, thus the title doesn't really appear in the report. We'll have a period of silence while Alan is off the call.

So are we okay with putting that back? I'll take - you know, here's my recommendation since nobody has raised their hand is, I'd be - I think we're willing to go back to the previous wording. I'll take it on myself to have a discussion or at least touch base with Ashley on this since she's the recommender. And if necessary, have - you know, start some sort of email discussion on that.

I'm going to wait for 30 more seconds and then say so what we're going to do is revert the wording back. I'll refer to Alan Woods' email and an email to Ashley and have a email discussion on it if necessary. And also for

recommendation 18, we'll delete that language that Thomas labored at and Ashley actually had a hand in creating maybe (unintelligible). So ...

Kavouss Arasteh: Excuse me. Could you repeat what the action is?

Kurt Pritz: Go ahead, Kavouss.

Kavouss Arasteh: Yes. I am interrupted by internet. Could you repeat, what is the action? You delete it from this recommendation and after discussions with Ashley, you put it in another recommendation? Thank you.

Kurt Pritz: No. So we're going to put the recommendation back the way it was. So it's going to say, reasonable requests for a lawful disclosure, which was the original wording, the original wording agreed to as of last week.

Kavouss Arasteh: That's good. Thank you.

Kurt Pritz: Then we'll let Ashley affirmatively know, since she recommended this change, to remove requests for - the term requests for. You know, we will - rather than let her, you know, read carefully and find out we went back, I will contact her and let her know we're making this change and we'll have a email discussion on it if required. Hadia - and I think I tried to answer your - I was answering your question in the chat. So I don't know if I did or not.

Hadia Elminiawi: Yes. So actually we do have a request for local disclosure and this is when we let's say minimum information required for request for local disclosure. But so the minimum info is for the request for local disclosure. But actually the recommendation is about lawful disclosure. It's not about the request.

So I think Ashley was correct when she made those suggestions because the recommendation is not about the request. It's about the reasonable lawful

disclosure. That doesn't mean that we are going to have disclosure, but this is the subject we're talking about.

So - and again, we are mentioning the requests and what the requests should look like and - but I don't know, and I don't know if I'm the only one that thinks this way, but ...

Kurt Pritz: Thanks, Hadia. So let me just confess that to me, and this is where I kind of fall short too is that I think the results of both languages would be the same because in the wording below, we describe what a reasonable - you know, what the criteria for a request is, and then we describe the process for how it will be handled by contracted parties, timing for acknowledging. And, you know, we see the request and a timeframe for responding to it.

So to me, the important detail is below, and to me it's well written. But so I'm going to - well, I guess Marc snuck in, Alan. So go ahead, Marc. And then, you know, Alan can educate us both because I think a little better explanation would - Hadia, would help both you and me out. So go ahead.

Marc Anderson: Yes. (Unintelligible). Oh, wait. Is Alan first?

Kurt Pritz: No, go ahead, Marc. You were first.

Marc Anderson: I put my hand down because I thought I'd already been called on, sir. Okay. So yes, I actually like this new language because ...

Kurt Pritz: Which one is the new line?

Marc Anderson: I'm sorry, the title. I like the new - the - sorry. I like how it says, reasonable lawful disclosure, as opposed to reasonable lawful request, because if you read the actual text, it talks about how you request and also how you disclose. But disclosure is really the purpose of all this.

Disclosure is - continues on there, having been a request. But if you simply - if you call it request, then you wouldn't want to have all the rest of the language about the disclosures because that's only about the requesting part.

So I think that it is better and more clear to talk about disclosures, which are course contingent on a lawful request, than to talk about requesting, because if you follow that to its logical conclusion, then you can take out all the parts about the disclosure. So I thought that this new language was improved and pretty good. Thanks.

Kurt Pritz: Thanks, Marc, and thanks for your comment in the chat, (Milton). Go ahead, Alan.

Alan Woods: Thank you. So hopefully my line is better now. Yes. I mean I think this is where we're currently at the wind of wordsmithing, and I'm sitting here (semantics) at the moment. We have come to a good agreement because the focus was on the process surrounding the request, not the process surrounding the disclosure itself.

I mean where this becomes an issue for us, and when I say us, I mean the contracted party, is because - and this is not any way giving out about our friends in ICAAN compliance, it is there given a specific review and mandate. Of course the ultimate policy will be on this and they will interpret it in a way that is probably closer to what is written.

And therefore we need to be very careful and because - and you can address us through this for many years of policy development, that words such as this matter. And all I'm saying here, and I don't think it's a huge stretch, and I don't understand why there's a pushback, and not a huge stretch to give a second.

We all agree that it's about the request. Everybody has that it's about the

request process. So why not just leave in the word request that was already there in the recommendation? Let's not tend to wordsmith and split hairs and let's give that little bit of comfort perhaps to the contracted party so that when eventually we're the ones that have landed this on our desk, we go, yes. It is about the request and not about the disclosure itself.

And let's just go - I don't see why this is a huge issue to be honest. I think we have more important things to be talking about. So let's move on.

Emily Taylor: And Kurt, this is ...

Kurt Pritz: Kavouss is in the queue. Yes, just a second. Kavouss, go ahead.

Kavouss Arasteh: Yes. I think there is a big difference between request for data and disclosure of data. They are two (unintelligible). You may request that the data to be disclosed, but it may not be disclosed at all. So I tend to agree that we should be consistent.

Are we just talking of the request, whether or not there should be any disclosure, or we are talking of the major and important and the fundamental issue of disclosure of data? I never heard in the temporary specification of GDPR request is always a data disclosure. So I think we should quite consistent. We should quite careful.

I know that some people they don't want to discuss about disclosures because there is no model. There is no access (unintelligible). They want to replace or something else. That is why I objected in the (unintelligible) with respect to the initial wording. I wanted to add something else, but I tend now to agree.

The speaker is not doing the work and remember who he was because it wasn't (unintelligible) not just the computer, that he says that we should bring the word disclosure rather than request, because you may request, but never

taking any action. There are two consecutive steps and we should not mix them up. Thank you.

Kurt Pritz: So that's a good point, Kavouss. So it makes me wonder what - but I wonder what to do with that. So the proposal for the change here is have both in here, right? Reasonable request for lawful disclosure, with the idea that requests will always be handled according to a certain way, and then disclosure might or might not be made depending on the analysis of that request, so.

Kavouss Arasteh: The issue whether you want to retain the request, That is the issue. Or just on data disclosure, because the issue is this one. I understand. The sentence as you mention is right. You request for disclosure lawfully, and it may be he replied or maybe responses or may not according to the (unintelligible) and justification. But my question is that, do you want to - not insist, but put emphasis on the request or emphasis on the disclosure? Thank you.

Kurt Pritz: Thanks. Alan, do you have a reply?

Alan Woods: Absolutely. I mean in fairness, I think Kavouss just threw my point there. The original intention was a process about the request for disclosure and giving the comfort to those people who wish to make those requests. And if there is that confusion already within the group itself because of the removal of the word request, I think that the recommendation to (unintelligible) (QED).

Kavouss Arasteh: So go ahead, Hadia.

Hadia Elminiawi: So I have a quick question to Alan. So, Alan, do you think that, so whether we change the language or not, the result is the same? Because actually depending on your answer, you know, I'm fine with not changing the language.

Alan Woods: Just to come back quickly, I do think it changes the meaning of it. Yes the explanation does go into specifically about requests but we then have a - it causes confusion. And I really think that's what we need to avoid. That's why it should remain with the request for disclosure just to avoid that confusion which has been demonstrated unfortunately.

Kurt Pritz: So Alan if I could try to repeat your concern is that the language reasonable lawful disclosure from that it could be implied that if a requester provides the minimum information required that in every case disclosure was - is required. And by putting in reasonable requests for lawful disclosure that implies that first the requester has to provide this minimum information and then it will be analyzed to see if the disclosure is made. So that your concern is that the current wording with request for redacted implies that contracted parties will be required to disclose information even if they determine that it's not lawful, a lawful request. Is that correct?

Alan Woods: Yes. I mean ultimately that is the confusion and with the issue that we'd have. I mean it is easily avoided by just ensuring that it is sign posted at the opportunity that it is about the request. And it is a reasonable request made and a reasonable request reviewed not about the answer of that particular request.

Kurt Pritz: Go ahead (Lorraine).

(Lorraine): Thanks. I just wanted to clarify part of the - (Ashley)'s intent here which is the difference between focusing on all of the obligations of the requester and a provision which also seeks to ensure not only that the requester properly made but that the contracted parties respond appropriately. Now I realize from hearing the discussion the thin line that the contracted parties may be concerned about which would be an undue misinterpretation that they are forced to respond to requests in all circumstances which of course shouldn't be the case. But I think (Ashley)'s concern here is that this provision is not just putting the obligations of the requester that it also contemplates the

contracted parties responding appropriately to requests which meet the criteria. So I'm saying this to try and clarify (Ashley)'s concern.

Kurt Pritz: Thanks. And that's -- let's make sure I'm not on mute -- thanks. And that's how I remember (Ashley)'s intervention too. You know, again -- gosh I hate that we're stuck on this -- again, you know, there's detail below that describes everybody's obligation under this. So, you know, I don't see that as a risk. And again I, you know, I wonder we're kind of tied up in that we have Recommendation 18 reasonable access. So that, you know, that reasonable access does not appear in the report. The recommendation itself appears in the report.

And so maybe we just need to blow up this second paragraph and, you know, talk about this - but it's a bifurcated process right? There's the process of receiving requests that will be deemed complete if it has this, you know, minimum information. And then it will be a processed, you know, in accordance with the staff that will be here to see if is lawful or not. And if it's lawful then the disclosure will be made.

And so I'm concerned that we're trying to pack that into the, you know, these one, two, three, four, five, six, seven, eight, nine or ten words that we have here. And we're having this grand debate about it. I think that, you know, and so my personal opinion is it's better to put the deleted language back to - because I see Alan's point as being the greater risk here. And I see (Ashley)'s point as and (Lorraine)'s reiteration of it as being valid but less of a risk because the processes laid out below. So I'm sort of leaning that way.

But it's not, you know, it's not my call. So, you know, I don't know if we want to try to reword this thing. But I think the - I just want to say again I think the work that's been done on this has been great. It's one of the best achievements we had that we've come to agreement on this stuff. And now we're wrapped around the axle a little bit on the - on this - on trying to convert this. Kavouss, is that a hand?

Kavouss Arasteh: Yes it's a hand. I think what is your -- as a chair of this group -- your understanding the term lawful is associated with disclosure, or the term lawful is associated with request or the term lawful associated with both? That changes the structure of the sentence. So could you kindly reply to which one of these you associate the lawfulness. Thank you.

Kurt Pritz: But I think I'm the least qualified person in the room to answer that. I think lawful has to do with disclosure. I think that's why some people are saying reasonable, you know, reasonable request for a lawful disclosure. And that's why that's - that was written that way originally. Margie, please go.

Margie Milam: Sure, thank you Kurt. This is Margie. I think what (Lorraine) and (Ashley) were talking about is we haven't closed the policy with commitment that there will be reasonable disclosure in the event that the requests are properly submitted and it's lawful to do so. So there's actually no, you know, basically final step in this process. And I think that's, you know, the thing that's missing.

Kurt Pritz: (Milton)?

(Milton): Yes I'm not sure I guess you can hear me good. Okay so I can't believe how much time we spent on this. It - we all know that requests trigger the process. And we were talking about how to handle those requests. Now it seems to me that what Margie asked for in her last statement was actually for us to define and develop fully a disclosure process which of course we all know is going to occur in Phase 2.

So look what exactly are we accomplishing here by having this debate? I just don't get it. It's like if you remove the word requests and reasonable, you know, it's sort of like what are you telling the world? You're telling the world that you just disclosed without a request? Are you telling them it doesn't have to be reasonable, you know, are you just trying to provoke debates that

undermine compromises and agreements? I just don't get this. I think we need to put whatever we talk about this in this recommendation it has to be reasonable requests for lawful disclosure and that's that, you know, you know, that's the only thing that's going to get agreement and I think we all know that so why are we wasting time raising this issue?

Kurt Pritz: Thanks (Milton). Just to - I'm going to try to channel Margie a little bit and say that, you know, with respect to her comment we - I think we agree that this will remain in place as well as more standardized access model discussion because some people won't use that model. So this will linger on. But to Margie also I think the detail of this will be fleshed - this part of the process will be fleshed out in Phase 2 also. So I, you know, I sure think the disclosure part is in here.

And, you know, hearing (Milton)'s comment I'm more of a - I'm more on the side that this is a two-step process right? There's reasonable requests and there's lawful disclosure. So that's seems to make more sense to me. And I think that, you know, as - it was carefully thought through when originally written. And I think (Ashley) puts some to some additional careful thought into it. So I think we've talked and I think we talked it to death.

So we'll take this, you know, I think what we're going to do is recommend that well I'm going to ask the staff to put back to language the way it was. We'll continue to discuss this one over the quiet period and I and maybe some others can come up with a cogent arguments for both sides of this. So I think it's - but I do think it's, you know, I don't think reasonable is a modifier for lawful access. I think lawful access is lawful access and that's it and for lawful disclosure oh my God. So lawful disclosure is lawful disclosure and that's it. It's not reasonable lawful disclosure. And so I think the reasonable part modified the request so I think that is more appropriate.

So I'm going to go back to where I was. We'll reinstate that language as is. But I want to, you know, even with (Lorraine)'s thoughtful intervention there I

want to reengage (Ashley) on the issue and see if we can have that. We won't to have a New Orleans style funeral until the final report is issued. So I think we're done with this one Kavouss but go ahead. You're the only thing standing between us and a break.

Kavouss Arasteh: Yes are you saying that we say reasonable lawful disclosure? If that is the case it could be (unintelligible) right reasonability goes to request and lawfulness goes to disclosure. So that may serve a good purpose reasonable lawful disclosure. Thank you.

Kurt Pritz: Thank you Kavouss. No pastries. All right we're going to take a ten minute break. I'll see you at ten minutes to the hour and we'll take up last two agenda items. Thanks for your perseverance everyone and I'll see you in a bit.

Hi everyone. We'll start in just a couple seconds. I'm trying to (unintelligible) so it'll just be like 15 more seconds. Okay, thanks everyone. Sorry for the slightly later start. In Recommendation 15 formally known as Recommendation 11 -- and I agree with (Milton) that maybe we can distract everybody with changing the numbers rather than the substance -- as I recall the language to this recommendation was agreed to by this team. And so with the following exceptions so there's a few changes of voice and language in the first part of Paragraph Number 1 to make it more certain. And then in the last sentence of Paragraph 3 it was I think - and we might call on Marc here to start but it was thought that this was vague and he made a request for registrars that might be most interested in revising it.

We didn't see that suggested language so the support team and I took - and Rafik took a stab at amending that - this language at the end here to make this more clear. So maybe Marc could react to that and see if this helps or not. Kavouss, please go ahead.

Kavouss Arasteh: Yes I have no problem with the added text or what is involved but the form is not appropriate. We recommend the GNSO we do not recommend the community. There is no link just in this group on community. The only link is backlog from community to this group as a common as a comment, public comment. I suggest that either in the text we add at the beginning GNSO or ICANN could or may invite and continue or put the text involved as a footnote but we do not directly recommend the community. Thank you.

Kurt Pritz: Thanks Kavouss. I don't know if the support team can do a better job of explaining this than me. You know, I think our recommendations are to the GNSO. And then they would approve that, you know, the community members be invited to contribute. So maybe they have a good response to that intervention. And so we're going to talk about this. So I'll put together a better response for you in a second. Marc, please go ahead.

Marc Anderson: Thanks Kurt, Marc Anderson for the transcript, you know, jumping in since you asked for it. You know, I, you know, I think this one's trending in the right direction I guess. You know, we keep tweaking with it and I think the tweaks are an improvement. For the first one, you know, I think, you know, again I think the tweaks are better. What I think is, you know, what I think for me my main concern was that the, you know, this recommendation is basically was, you know, what I read it as is this recommendation was to provide more data to inform Phase 2. And so I think the, you know, the new language gets there. You know, and so I, you know, again I think that one is better.

The second one here and this one, you know, I just, you know, I don't feel like it's overly appropriate for me to be speaking on this one because it's really about, you know, my concerns are largely around, you know, registrars contracts and not mine. But I think it's, you know, I have some concerns about, you know, how, you know, how some, you know, how on the implementation side how you would interpret this language and implementation. And sort of, you know, what the, you know, what the existing contract language is replaced and what existing contract language is

maintained. And that was, you know, as you pointed out that was sort of why I asked, you know, put registrars on the spot a little bit there.

On the third one I think you know, I think the clarification, you know, the new language improves on like, you know, I think your addressed that concern. Basically it's, you know, I think it was a little bit, you know, it seemed to be calling for a new waiver procedure when there seemed to be an existing one and then having a review of the existing one which seemed very confusing to me.

I think the new language seems to address that and just, you know, seems to recognize that there is an existing waiver process and that it should be looked at to see if it can be approved - improved sort of my paraphrasing there. So I guess that's a very long way of saying I think this is improvement and the language is trending in the right direction but still would love to hear from registrars on Item Number 2 otherwise thank you.

Kurt Pritz: Thanks for that Marc. And I remember that this particular language replaced other language that registrars had and they reviewed it at some length. I don't know if it was Emily or (Matt) that talked about it. But, you know, I'd enjoy hearing from them again. And then Alan I think you - now that I see your hand you were the one that talked about soliciting input from community members as part of this. So maybe it's great that you have your hand up because you're going to talk about that portion of it. But of course...

Alan Greenberg: No actually I'm going to talk about another part of it.

Kurt Pritz: Okay.

Alan Greenberg: I'm getting very confused. I thought we had decided that there was a general retention period of one year but since you could file a TDRP on the last day of the year for the TDRP in particular and maybe for other policies but certainly for the TDRP we needed to retain data for longer than a year. Now maybe my

understanding was completely wrong but that's not what this says anymore. This says for number two that for the TDRP you can only retain the data for one year after the life of the registration so not an additional year but just for the one year. So am I remembering this wrong or the wording get mangled or am I misreading it?

Kurt Pritz: So I'm - so Emily is next in the queue which is fortuitous because so there's sort of a technical issue in that that data might have to be retained for longer than a year to recount for the play out of the TDRP process.

Alan Greenberg: I thought that's why we had that whole Paragraph Number 2 but that doesn't seem to be saying this year.

Kurt Pritz: All right. Emily, I don't know what you're going to say but maybe you can respond to Alan's comments too.

Emily Taylor: Sure Kurt, this is Emily. Yes I think that, you know, in essence Paragraph 2 is fine. And I've just been talking with registrar colleagues and we're all pretty fine with the language. But Alan raises a, you know, a really good point here. I believe that Thomas proposed on email to extend it to 18 months, 1.5 years something like that to deliver that, you know, that hiatus that Alan's talking about so that, you know, that would be would be possible too. And I think that that that would resolve the issue that Alan Greenberg has raised I hope. But, you know, in essence Paragraph 2 is fine. And we just also support Marc's comments about the rest of it, you know, we're pretty comfortable with the wording as it is okay. I hope that's helpful. Thanks.

Kurt Pritz: Very helpful. Thanks Emily. Alan, Alan Woods?

Alan Woods: Sure, thank you. And just a quick clarification on point three because (unintelligible) again here seeing the new addition which may be longer or shorter than what is specified in the ICANN policy that's fine. But when we move on to the EPDP (unintelligible) recommend that I can work with

(unintelligible) data retention waiver procedure. I think we need to be very clear in that the waiver procedure will only apply where the period should be less than that which is considered and required by ICANN policy.

(Unintelligible) in excess the registrar would be considered or the contracted party should I say would be considered controlling and they own rights for that retention period beyond that. So I would suggest a clarification and a tightening up there that the waiver policy is only for that which is less than ICANN stated period and not for that which is more.

Kurt Pritz: I think I understand what you're saying. I don't know how the language as it is would obstruct that. I mean the recommendation here is for ICANN to review its data retention waiver period to improve efficiency, you know, and ensure GDR compliance. So - and has to do with, you know, jurisdictional issues and the like and says nothing about the timeframe. And I think to me what you're kind of suggesting is that the review of the data retention waiver procedure might also address a different extended timeframe or something like that. Is that your concern Alan?

Alan Woods: Yes. Like it is just purely I think a matter of drafting because it runs on specifically from one thought which is maybe longer or shorter and then goes directly into the concept of the data retention waiver procedure we just need to be clear that those are two separate things. That the contracted parties may have a longer or shorter period which is specified by ICANN policy but that the waiver the procedure only should apply to those periods that are expected to be shorter than that which ICANN requires. I mean as it's written is fine. I mean maybe it's just a simple new paragraph maybe.

((Crosstalk))

Kurt Pritz: Yes that's what I was thinking.

Alan Woods: Yes.

Kurt Pritz: Yes we could just make the Paragraph 4.

Alan Woods: Yes.

Kurt Pritz: Okay yes. Now I understand your concern. I know - and I think that would fix it. Alan Greenberg.

Alan Greenberg: Thank you. Yes I think what Alan is saying is if you're in a jurisdiction that requires five year retention you don't need a waiver from ICANN to extend the retention period. Back on number two Emily said that she thinks it's fine the way it is but the way I'm reading that it says I don't even know why that paragraph is there for the TDRP if you can only keep it for one year. So that all paragraph is somewhat moot if it doesn't extend the period.

And so I think it's necessary that we'd alter it as Thomas has suggested or something. I don't know if six months is the right amount but the only reason that paragraph is there is because some policies may require retention longer than a year and you have to keep the appropriate elements to be able to accommodate those policies. So, you know, I think there is a change that's necessary there. And I thought it was originally worded to say that but somehow along the way that seems to have been lost. Thank you.

Kurt Pritz: Thanks Alan. So to get into the nuance of it a little bit -- and Emily can correct me if I'm wrong -- I think when she was saying the wording was fine she was referring to the last bolded sentence in Paragraph Number 2.

Alan Greenberg: Oh yes.

Kurt Pritz: That she found merit in your comment about the period having to be either year and a half or accommodated in some other way. And so I think we have two options here. We could make it a year and a half or we can say, you know, put in the words around the TDRP that requires a one year retention

plus any additional time required to, you know, adjudicate filed TDRP something like that so we could do it in one of those two ways I think.

Alan Greenberg: I can live with either.

Kurt Pritz: Alan Woods. Okay, thanks Alan. Alan Woods are you still - is that a new hand? Did you like sneak in front of everybody? No Kavouss.

Alan Woods: No sorry, sorry about the bedlam.

Kurt Pritz: Yes. Kavouss, go ahead.

Kavouss Arasteh: Yes I think I suggest that we do not change the second the parts of this recommendation. We don't put 1-1/2 years, we don't refer to anything it has been brought out with a lot of back and forth. What I suggest that the issue raised by Alan Greenberg be included in the footnote referred to the TDRP. Above the TDRP put an asterisks or put a (unintelligible) one and allow that the footnote in case that the longer period is required. This attention may be prolonged for (unintelligible) time but not achieving another one year.

But add the footnote because it is not permanent it is some occasion it is (unintelligible). So internally don't change a sentence add a footnote and in the footnote address the point raised by Alan. In fact we put in a correct (unintelligible) explain the situation but leave it to him to provide a note indicating that the case of (unintelligible) the careers will be longer but not one year beyond the initial one year. Thank you.

Kurt Pritz: That's an approach. Thanks Kavouss. Thomas, please go ahead.

Thomas Rickert: Thanks very much Kurt. I have three points to make on this. Firstly in the first bullet point different retention purposes I think it needs to read different retention periods...

Kurt Pritz: Yes it does.

Thomas Rickert: ..retention purposes. So that I think needs a correction.

Kurt Pritz: Yes.

Thomas Rickert: And then on the second point -- I have mentioned this in the chat already -- but my suggestion would be to clarify that there's one year retention period based on the TDRP and then months for the contracted parties and to implement the deletion. That is a common practice. So if you have to keep data for (unintelligible) purposes for example for ten years it at least in my jurisdiction it's permissible to make it 11 or even 12 years because you need some time to delete data. So I think if you split it that way that would most likely hold water if tested. But you can certainly also make the point differently and say 14 months in case requests are filed in the last minute plus another three or four months for deletion right? But (unintelligible) I think we end up with 18 months that should be fine.

I guess there is a legal difficulty with the last sentence in number two which reads that data can be retained for other purposes for shorter periods. And we can't just say for other periods. We - if we - the way things stand now are we have one year according to the TDRP. And then the data may only be used for TDRP purposes period. The data needs to be blocked from exercise staff after the expiry of the registration it can only be recovered for a TDRP purposes.

If we want different purposes to be a little purposes to use the data we need to physically state what those purposes are and what the retention periods which may be one year or shorter. So we need to do this with more drafting if we also see the need for having a data retention for other purposes than TDRP. That's something that hasn't surfaced in the discussion so far. I would suggest that we continue to work on that in Phase 2 because we're in the last (unintelligible) where we publish our final report. But I think that most

certainly, you know, a catchall phrase, you know, for shorter periods for whatever purposes will not work. Thank you.

Alan Greenberg: Kurt may be on mute.

Kurt Pritz: Thanks, thanks Alan. So I want to - yes I meant to make a note about the suggested change in Paragraph 1 from different retention purposes should be different retention periods. So unless someone has a question about that then we'll go ahead and make that change. I'm kind of with Alan about what does it mean to have additional six months for - to implement deletion.

I'm getting from what Thomas said that's sort of GDPR or legal term of art. And I wonder if we can sort of conflate the - this in our writing the six month to implement deletion with us, you know, the six months being, you know, enough time to close off and he filed transfer dispute disputes that are filed. So I wonder if in our wording we can say, you know, one year plus six months for the registrar to implement deletion with the understanding that that's what that means. I don't know if we could build in wording about that.

With regard - Thomas with regard to your last intervention about the use of data I, you know, I think I'm not sure I understand or agree that, that would be the only data for which that the only purpose for which that data could be used. And so, you know, I'd welcome a longer discussion about this in Phase 2 if you think that's necessary. But I think this is language that registrars agreed to after consideration of that very issue.

And so I think what I'd recommend there is -- and I hate to use of footnotes or side notes -- but I think what I'd recommend there then is maybe a footnote to this last sentence in Paragraph 2 saying that, you know, this - the specifics of this need - and other uses of data that are retained for certain purposes needs to be flushed out and detailed in Phase 2. So those are my three comments to that. Alan Greenberg, please go ahead.

Alan Greenberg: Thank you. I get the impression I'm living in a fictional world where we're rewriting history. We decided back in Los Angeles that although we didn't have a firm understanding of exactly what the retention period needed to be we all decided that one year seemed reasonable and we had a general one year retention period. I believe Thomas is right we probably want a completely separate paragraph saying post whatever the retention period is you have six months or a year in which to delete the data so it doesn't have to be deleted on exactly the right date. That makes complete sense.

TDRP only came into the discussion when (Trang) mentioned that we had forgotten about it. And because the TDRP can be filed within - for a year we needed to retain the data longer than a year. The one year period was not for TDRP it was a general retention period. And now we're talking about for TDRP we might need extra. That's the whole reason Paragraph 2 was put in because the TDRP was special.

You know, remember the first wording said but you must only use the data for TDRP, you know, under penalty of death. That's not there anymore and that's fine. I shouldn't be there. But this whole retention period was not for TDRP it was a general retention period for whatever might come up.

Just, you know, registrant can renew a domain a week after expiration, you know, the domain is technically not there anymore. But, you know, there were all sorts of reasons why we needed the one year retention period. The TDRP is extension. So why we're now talking about retention for a year being there for TDRP I have no clue. Thank you.

Kurt Pritz: Thanks Alan. Marc, please go ahead.

Marc Anderson: Thanks Kurt, it's Marc Anderson. You know, I don't, you know, I think we were winding down I didn't want - I don't want to, you know, belabor this discussion any more than needed. But, you know, I just, you know, I think, you know, I think we're establishing, you know, what we're trying to do here is

establish, you know, the minimum, you know, required retention period. You know, I think it's then, you know, it's extending it beyond 12 months it's, you know, is probably not necessary from a practical standpoint.

It's clear that contracted parties or at least I think it's clear from the language that contracted parties can extend it, you know, longer as needed. You know, if they need more time to just go through the process of deleting it, you know, I think, you know, we hear that's justifiable. And I also think, you know, if somebody files a transfer dispute on, you know, the last day of the policy, you know, just from a practical standpoint, you know, obviously, you know, that involves the losing registrar of a domain registration. And, you know, the losing registrar wanting to keep their customer is of course going to keep the data, you know, necessary for them to pursue this case.

You know, we're trying to, you know, we're trying to maybe legislate things that, you know, don't need to be legislated. That said, you know, I think, you know, Thomas has suggested that, you know, 18 months is just, you know, from a practical standpoint, you know, would be, you know, agreeable and acceptable under GDPR. And I think we've heard from registrars that they're good with 18 months. So if we want to make it 18 months and, you know, close this and move on I think that's fine and we should maybe do that.

Kurt Pritz: That was an excellent intervention. Kavouss, please go ahead.

Kavouss Arasteh: Yes there is three issues here. One is data retention in general. It was now discussed enough as many, many discussions one year is almost agreed. There is TDRP there's another issue that Alan Greenberg raised that could be covered in a footnote. There is a third issue is the post position actual activity that you raised Kurt that may be put in another footnote saying that this is a matter to be discussed on Page 2.

If you want to take that now here we can introduce it ask Alan to provide the note for the TDRP. And then you have yourself another note that

(unintelligible) approach position actions or (unintelligible) that is an issue to be discussed at Phase 2. If you don't want to do that now you have to give it to someone to collect information for the interested parties and at our next meeting to do something that covers the point of everybody (unintelligible) the discussion and reopen it again for an hour. This is my firm suggestion. Thank you.

Kurt Pritz: Thank you very much Kavouss. So I'm kind of, you know, to Alan Greenberg I'm kind of - I know we started with a year as something reasonable but I think we got the TDRP as our pretty sound basis for selecting one year. So I think that came into play a little sooner or a little more concretely. And, you know, and so thanks. I think everybody on this has been really constructive.

And so I'm for adding that. So I think we should retain our anchor of TDRP in here because we've identified it as the tall pole in the existing policies for retaining data. And then I think we should add another six months as so many have recommended here to accommodate that and to, you know, exactly the words that Thomas used about for a deletion so I use exact those 0 like exactly those words.

So the two changes we'll make that'll be one of them that in the interim the EPDP team has recognized the TDRP is having the longest justified retention period of one year. And that will retain the data elements required for -- and I don't know exactly how to say this -- for a period of one year prolonging the life of the domain name plus six months to I don't know six months in order to affect a deletion whatever wording Thomas said. And I think that will be defensible for a - that would be defensible from a GDPR standpoint. And then second we'll capture Thomas's request to just - to continue the discussion about the purposes to which data can be put in Phase 2. I hope that's acceptable. Kavouss, go ahead.

Kavouss Arasteh: I think your suggestion is sound and we could agree with that. And asking Thomas to discuss it further to see what else come out but he need to kindly come back to us to see - or to present the result of his discussion thank you.

Kurt Pritz: So I think Thomas - so I want to use the exact wording you said there so Alan Woods -- thanks Kavouss -- Alan Woods.

Alan Woods: Hi. Sorry Alan Woods for the record. Yes so I just - I'm sorry I was listening and I really needed to just clarify because there's - and I'm - I just don't understand why this is not as clear as it should be by - at this point in the process. The reason why we have number two in is because we have identified that one year for the (unintelligible) policy is acceptable because the transfer is the resolution policy can be brought in for a year afterwards.

And I have no problem for Thomas's wording that is what is contemplated by what is reasonable to the controller. And I - and that's absolutely fine. So you've got a basis. And then you have what is (unintelligible) to achieve that and that's, you know, 18 months post the registration assigned. However we can just be very clear that everything that we have here so as we're saying we're retaining it for the GDRP the only use for that data that is (unintelligible) at this moment is for the transfer dispute resolution policy for the purposes of the transfer dispute resolution policy and nothing else.

I know you mentioned this about Phase 2 that they'll be deciding what other ones are there and that's what one is about. But can we just be clear that if it is not specifically defined then it is not a retention period for anything other than that which we have stated. And I need to be crystal clear on this because I think some people haven't quite gotten that yet that it has to be linked to a specific thing. And that specific thing such as the TDRP is the only use to which that data can be put. So we need to enumerate what those uses are. And (unintelligible) we're doing that on Phase 2. But we need to be clear on that. I just felt like we had to clarify and get that on the record.

Kurt Pritz: Okay. So what happens on day one after the expiration domain name were there other purposes, you know, that there's other reasons for retaining the data on day one, day two, day 17 how do we address that?

Alan Woods: Well I would just simply ask the question what are those purposes? We haven't defined them and therefore we can't let...

Kurt Pritz: Yes, so that's...

Alan Woods: ...(unintelligible) we haven't defined.

Kurt Pritz: Yes right. So that's - what I think is that's what we have to do.

Alan Woods: Yes, oh absolutely. But I - and it's just that the understanding from step members there was, you know, it's this generic one year and then also GDPR for one year that's absolutely 100% wrong. That is not what data protection requires, that's not what the European Data Protection Board has been super clear to us for the last few letters. It is - currently we would say there was one year and that is related to the GDPR. And it is up to us to come up with the other reasons specifically why we would be retaining data beyond the life of the domain as well. We just need to be very clear on that.

Kurt Pritz: Right, okay. Kavouss, I'm taking that as an old hand?

Kavouss Arasteh: Yes, it is old hand. I'm sorry.

Kurt Pritz: Yes. All right so I'm going to try to get revised language for this out. We won't do that today we'll do that the first thing after this call but I think we're very clear on it. I just want to - I see Thomas is typing so don't want to close it off and go to the last agenda item before we hear this. Thanks Thomas. So I don't know if I want to continue this. I don't - Alan Woods I don't see the clash between what you said and what's written in Number 2 other than to say we have to do the work that's necessary to flesh out what those other reasons for

retaining data are and attach the correct life to that. So Kavouss, I see your hand up. Is that an old hand or a new hand? Alan, go ahead.

Alan Woods: Apology Kurt. No I just to confirm I was not suggesting any change to that at the moment I was just making sure that we were all the same page because so we knew what we were agreeing to. I'm not suggesting any change I just thought it was an elephant in the room that needed to be pointed out in place.

Kurt Pritz: All right, thanks very much. All right good so I - the - thanks for that. The next topic to close us out is the data elements workbooks which work continues to happen on that and it's admirable work. Barry, are you going to introduce that or are you going to turn it over to somebody else for introduction?

Alan Woods: Yes I believe I'm on the hook for that, sorry.

Kurt Pritz: Oh good. I thought I saw your name up here, continue on.

Alan Woods: Thank you and sorry for the extreme hearing my voice all the time. So number one and first and foremost I just need to call out Barry for the exceptional work and the commitment he has had to this and like we'd be lost without him on this so thank you Barry. What is very important for us is to understand is that, you know, as we're getting into or as we are now gone through all of the appendix and the (unintelligible) data elements workbooks.

We can now see why there was such a need to do this and to clarify it and to basically consider the decisions that the team had come to specifically in regards to how the data is being treated from beginning to end in this particular process. So the first realization -- and we mentioned this very briefly before -- the first realization that is advisable when it comes to the workforce was one to understand that when we're looking at the data elements and all the processes that are required for each of the data elements it is per purpose. So we're looking at purpose one collection through to deletion, Purpose 2 collection through to deletion.

And when you consider each of the purposes in their own kind of ecosystem of data collection or (unintelligible) collection -- I've already (unintelligible) -- data processing you become aware of difficulties and layers of I keep referring to it as an onion. And, you know, as part and parcel of this, you know, that's what happens with things like the registers looking at Purpose 1B. And every time that they try to track from collection from the registrar to collection by the registry and a transfer queries from that registrar it starts getting very, very heavy.

So with the work of the team what we've tried to do is make it as user friendly as possible, as visual as possible and trying to simplify the processes as much as possible while still being true to the way in which the data is processed in a particular situation. So as you can see in the data elements workbooks that Barry did - Barry you shared the link there thankfully. And you can see there's five versions of this. So, you know, fair play to again Barry for doing such good work on this.

So more than five versions (unintelligible) a lot of versions. But in these workbooks you can see that we've broadened them to very, very - we've clarified them and simpler. I'm just trying to bring up the thing on my own screen sorry there it is to simpler headings. We've also put the definition of the headings in. And I would hope that people would go and review these headings and make sure that there isn't any major hard deck about the definition that we came up with.

But also you would see that there's changes such as the OCPs and the ORNH. So that's option of the contracted party, option of the contracted party and optional of the registered name holder. So these are reflecting the conversations that we've had but also it's reflecting the difficulty of the situation because it's not always clear as to how to in such a set up how do we get across where the data is not - it is necessary for us to have it and we

can put it into a purpose and the purpose is still there but it's still at the end of the day at the option of one of the parties.

And it's very difficult to put that in. So I think that we've actually come up with a way which illustrates that. And if somebody was to be outside view the laymen would look at the (unintelligible) workbooks they'd be able to go okay I kind of see where they're coming from here. And that is literally the level at which we have to put it because it is so complex to try to get this into a digestible format.

So we've gone through all the purposes. We try to trace the elements. And I suppose one of the biggest things that we need to point out and I touched on this -- and I apologize I was trying not to soapbox on that -- but it is - it becomes very (unintelligible) when you are breaking down the processing activity per purpose where there are difficulties in the reasoning that we went through in order to come up with some of those purposes.

So I'll give a good neutral example. A neutral example that would be purpose six I suppose, purpose six being the URS and the dispute resolution processes. Where we're trying to figure out and the question is do we collect - where do we collect the data for the URS? And quite organically within the members of the team that the response was well we don't really collect it for that reason. So we would collective for one of the other purposes and then we would apply it to that particular reason which of course doesn't work when you're talking about data protection because when you are calling out a primary purpose you must specifically call out all the processing activities from that and the collection is part and parcel of that.

So if you do not collect data for that purpose you do not have a primary purpose. What we're talking about is more than likely, you know, the application of the terms and conditions of a registry operator it's a secondary purpose of that because it relates to the primary purpose and it is acceptable and it makes sense. So that was one of the incongruities.

So for purpose six it's fine we can create a purpose but we must be mindful that for people such as the contracted party if it is me as a registry if I am claiming that to be a purpose for which I am collecting that data I need to make sure that my privacy policy covers (unintelligible) specifically as a purpose. But we also must make sure that as the registrar is the persons or the entity that is - has the contract with the registrant that they are providing not only notice of it for their purposes but the notice of the registry purpose as a primary purpose within the terms and conditions.

So these are all things considerations. If you make something a primary purpose it must be through the entire process. And I mean I would just briefly go into it because, you know, this is where I always come from. But when you apply that to something like Purpose 2 and I know it's a placeholder and that's - I'm accepting that and I'm moving on from it. But where we're pulled down is that people ask well where do collect the data for Purpose 2?

And the only answer that us as a small team could come up with was well from purposes one through seven not including two. And that just doesn't stack up because we do not collect the data for that reason. The disclosure of the data is for all the other purposes and it just gets into this legal quagmire. But again it's a placeholder and we will sort that out in two.

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So there was a lot of work and there's still I mean again Barry is the same I came in late I must say yesterday. I had a few things that came up during the week so I need to kind of like take a slight step out of it. By the time I came back in they had done ridiculous amount of work on this. And Barry has been so gracious and taking into account all our thoughts. And I think there's perhaps one or two more things that we need to look at. But at this point people really need to go in and be comfortable about what is written within the data processing element. It should be straightforward. You should understand where we're coming from on these things.

What I will say to Barry and kind of an update I know he made the changes because of what I said but in Purpose 6 specific specifically Marc as my registry colleague pointed out to me that the transfer for the URS is not required for (unintelligible). So that will be optional data in the CPs which will (unintelligible) there so I apologize for that. But I'll send you an email about that. So basically on this one I'm just going to say, you know, if there's any questions when people go through it I think we really need to start cleaning this out and make sure that the entire team is happy with what's going on here.

Again these are support workbooks. Therefore I, you know, there are certain things where we just need to accept and move on because they are showing the work and the consideration that we have put into each of these purposes. But at the same time you need to be comfortable and aware of what's in it. And an awful lot of work has gone into it so please, please if you have questions I think we need to raise them and we need to raise them as soon as is possible.

We had a small time to get this done and hopefully it's reflective of an actual situation as opposed to the way it was before which was quite difficult to read. So hopefully I haven't bored people to death on that one. And hope I've given a good rundown but happy to answer questions or defer to other members of the small team who might be able to provide more data on that.

Kurt Pritz: Thanks. Marc, thanks for that explanation, thanks very much Alan. And your interventions were a little bit late but they're -it's good that they were done. So Marc, please go ahead.

Marc Anderson: Thanks Kurt, Marc Anderson. I agree Alan did a great job with that. You know, I just want to, you know, Barry put something in chat I think is a great clarification. You know, in the example of URS, you know, as one of the, you know, example of one of the changes we made, you know, where, you know, the work, you know, the worksheets now, you know, the new version sort of

reflects the fact that, you know, a URS provider can go to the registry or the registrar to get access to the data.

If it exists at a registry it can go there. If it doesn't exist at a registry it can go to the registrar to get that data. You know, and also, you know, sort of recognize that the fact that URS is not a requirement for all TLDs. So, you know, so that's, you know, a great example of the kinds of tweaks we were making and just kind of, you know, sort of drilling down into the nuts and bolts of these worksheets and making sure they accurately reflect things.

You know, one thing I think, you know, and to add to what Alan said is we did some work on definitions and that's included in there. I think it's worth reading over. And then also, you know, one of the things that we've discussed as a group multiple times is how, you know, just the word optional by itself isn't sufficient. And so we have different flavors of the word optional. You know, optional for the registrant, optional for the registrar, optional for the contracted party.

And so I think one of the real improvements we've made to the workbooks is, you know, is sort of clarifying what we mean by optional. And that's another one I, you know, I encourage you to, you know, look through that because I think that, you know, I think that clarification and going through and defining what we mean by optional is an area where we've made a lot of improvements and it'll make it a much cleaner when it comes up to implementation time. So, you know, just sort of a couple of things to add to what Alan said.

Kurt Pritz: Thanks for that Marc. And so the third person of the troika that worked very hard on this or well Sarah did too is Alex Deacon. And he's grateful got his hand up. So go ahead Alex.

Alex Deacon: Thanks Kurt. Yes this is Alex. Yes I agree. I think these are in much better shape. And I also want to thank Barry for the incredible amount of work he

put into the at least five or six different versions that we've had between the time - between now and the time we started. I do think it's important for all of us to review them because at least from my point of view it helped clarify a lot of things. And in particular perhaps because I'm a visual type of thinker the diagrams were really helpful. And now that Barry has gone through and made them prettier and more accurate I think I would suggest that everyone just take a second look at those.

And then finally I just wanted to say I agree with Alan Woods that the perfect in this case the perfect is the enemy of the good. I think there's, you know, over time there will be improvements and updates but I think what we have now is a vast improvement of what - of where we were when we started this little small team. And I suggest that we, you know, we do try to move forward, you know, put what we have in the final report at some point and then move on. Thank you.

Kurt Pritz: Yes, great. Thanks Alex. And since we're a, you know, since we're recounting sort of the history of this I think it's important to note that it all started with Thomas's matrix of all the data elements, and mapping them all out, and where they had to flow and the work he did with Farzaneh to (unintelligible). And then I think it's at some stage of you were staring at that big spreadsheet and decided that the workbooks were kind of taking bite sized chunks out of that matrix and making it more readable.

So it was quite a, you know, quite an evolution for the life of this whole project that we started with, you know, Thomas and (Stephanie)'s exhortations that we need to look at each of the data elements and see how they're treated and actually did that. And the fact that I kind of came together and matches with the - or integrates with the purposes for processing registration data and our recommendations in some way I guess shouldn't be surprising because, you know, we came at those problems from the same place. All righty then. So can I ask (Caitlin) or Marika to go over the action items for today's meeting and then I'll have a couple of comments at the end?

(Caitlin): Kurt, did you want to go through the next agenda item first the next...

Kurt Pritz: Well maybe. Let's look next steps ten minutes if one of you guys want to take us through that. Yes Marika, go ahead. I kind of combine next steps and wrap up into the same but please go ahead Marika.

Marika Konings: Yes thanks Kurt this is Marika. So what you see up on the screen as well as part of the agenda is a cut out of the timeline that we shared and discussed earlier. So it may be helpful just to do briefly run through this so everyone is clear on, you know, what will happen next and what the next steps are. So I think as most people are aware today is the document deadline for the GNSO Council meeting on 24 February.

And so we'll be working with Rafik who is the staff - sorry the council liaison to this group to get a motion submitted as well as the latest version of the final report which we expect to finalize shortly after this meeting based on some of the items that have been discussed today. And of course Rafik in his note to the council made clear that, you know, we still have a quiet period and there may be still some further updates that are made which of course would can be clearly flagged but this should give the council at least the opportunity to already review the latest version and prepare for their consideration of the report.

So today once we published that latest version of the final report that would also mark the start of the quiet period or so called quiet period which is an opportunity for the team to review the final reports, you know, that won't be in flux anymore at least not for the time being. And the focus really should be on flagging any issues that were overlooked are either inconsistent or in error and review consensus designations which come out separately. And do want to highlight here this is not an opportunity or an occasion to reopen the previously closed issues or questions we're probably past that time. So again

it's an opportunity to review all the work that the group has done and flag any inconsistencies or errors that may exist.

The GNSO Council has scheduled a special meeting on 14 February. This is an opportunity for the EPDP team leadership to present their report, explain this well where the current group is currently at and what they expect the next steps are. And of course for the council too to ask any questions they may have. And by the end of this week you're expected to have flagged, you know, any issues that were overlooked, inconsistent or in error or any disagreements you may have with the consensus designations as put out by the PDP team chair.

And so based on the (unintelligible) issues that are brought back and the leadership team will need to assess, you know, what if any meetings are needed next week. We already have two placeholder meetings I think scheduled for Tuesday and Wednesday again that would allow for addressing any issues that have been identified or flagged. So basic and on the work, you know, some updates may be needed to the final report especially in relation to the consensus designations as that process hasn't completed yet.

And the objective is then to get that final version to the GNSO Council at the latest by 20 February which would then align as well with the document deadline for another special meeting that's scheduled for 4 March. So the council will have two opportunities in principle to review and consider the final report first of all on the 21st of February and then second the 4th of March. And at least from our expectation, you know, that date will depend on the extent of the changes that are made to the final report, you know, compared to the version that's being submitted today and the version that will be submitted on 20th of February so that's an assessment that the council will need to be - need to make whether they feel comfortable and in a position to consider the report of 21st of February or during their special meeting on 4 March. So that's the immediate next steps and the timeline for getting this to the GNSO Council as well as council consideration.

Kurt Pritz: Thanks Marika. Alan, do you have a question?

Alan Greenberg: Thank you. I think Marika answered all of the questions I was going to ask but let me restate it and make sure that I have it right. So the report will essentially be tied up today or finished today but there will be an opportunity over the next week plus for any of the constituent parts of this EPDP to change their position on consensus or issue any other statements which will then be reintegrated into a revised version of the report. Is that correct?

Kurt Pritz: So my thinking is that we've had a chance to review our positions on consensus on a large number of the recommendations and purposes for processing registration data. And, you know, our positions affirm there. There's some remaining ones the so called bundle three where we haven't gone out for a consensus call. And there's some - a subset of those where we're just changing the language now.

So during this one week period the language on a couple or a few of the recommendations might change. And it's the quiet period is also for, you know, essentially finding errors contradictions and mistakes in the report. So...

Alan Greenberg: Kurt I'll note...

((Crosstalk))

Alan Greenberg: ...we also had to get buy-in from our - the rest of our community not just the people that are in this group.

Kurt Pritz: Yes oh that's right. So the - I - and I think that the quiet period is also for preparing statements that would accompany the report that would go into the annex or some sort of document that accompanies the report.

Alan Greenberg: So I think you're saying I'm basically correct?

Kurt Pritz: Right. But I - right yes.

Alan Greenberg: Okay, thank you.

Kurt Pritz: Thank you. I've got to think through this stuff too. Marc, please go ahead.

Marc Anderson: Kurt, hi. It's Marc Anderson. I, you know, I appreciate the timeline and the update. You know, I'm, you know, I'm concerned that, you know, we're working on, you know, we're working on trying to, you know, finalize language and agreement on issues where we, you know, we haven't quite closed the door on them and come to consensus.

And so, you know, I know, you know, you're looking to have this report, you know, substantially done today but, you know, I think, you know, I, you know, I think, you know, we're not done on all the issues. You know, so I think, you know, I guess I'm just concerned that we're, you know, squishing things in here at the last minute. And, you know, sort of echo what Alan said, you know, we need an opportunity to review, go back to our constituencies and get support on this. You know, I think we all understand the tight time frames and deadlines. We're all trying to do the best we can but, you know, I think, you know, I think you also, you know, I think you recognize this but, you know, I just want to say, you know, I think you can't have, you know, today can't be a hard deadline for making changes as we try and hash out these remaining issues.

On a somewhat related note, you know, I'm wondering how, you know, as I read through the latest version of the final report there's, you know, there's no indication of the level of consensus each of the recommendations have received. And so I'm wondering from sort of a, you know, just sort of practical standpoint and, you know, and I'm not necessarily looking for an answer right now obviously but I'm wondering how, you know, what words you intend to

use sort of for areas where the groups achieved, you know, in your role - are you full consensus and how you plan to handle areas where, you know, it hasn't necessarily been full consensus.

And so, you know, where it stores matter it'll matter when the GNSO Council reviews them to make their determination. So I'm just wondering how for the recommendations that are in here you'll be designating the consensus level. I again, you know, I thought that not necessarily expecting the answer now but I think that'll matter in our review of the report as well. So I'd like to see draft text or words of that sometime before the report itself is finalized.

Kurt Pritz: So yes so there's two points there. So first I want to make it perfectly clear the report's not being frozen as of today and that in the conversations I've had with the support team we're going to make it clear to the reader of the report that these are - there are - these are specific areas where language is still being discussed and there might still be changes. So we have - we're squished but and to a certain extent it's a luxury because we have two, you know, two working weeks to settle out the remaining wording of the issue. And we well at the close of the quiet period determine if additional meetings are necessary to close some issues out.

So at the close - and I hope that the quiet period isn't absolutely quiet but that as people come up with questions, as members of the team come up with questions or issues they raise them so we can have a working quiet period to certain extent but that we're going to make it very clear to the GNSO Council that this is not the final report, this is, you know, the pro forma final report and in fact indicate where discussion is still going on.

I'm going to let Marika talk a little bit about the process going forward. I've got to tell you it's my intent to leave the wording full consensus (unintelligible) consensus the way I have it in the calls for consensus. And that is that - and that's because in both those cases the GNSO has the same duty to approve the, you know, the same level or duty to approve consensus or a full

consensus based recommendations. And I did that for a couple reasons as I laid out in my email. First and foremost to let those who want to opine on giving full consensus positions to be able to do so.

So I don't know if we need to parse that any further. In (unintelligible) three I think there's areas where we have neither of those where I think there's recommendations where it might have strong support but significant opposition. And there's also ones where there might be divergence and we'll look at the latest emails and make a call on that to see if you agree with those. So we'll make it clear that on some of these there is not full consensus or consensus that there's something else. I don't know Marika did you want to - yes your hand is raised. Did you want to add something else?

Marika Konings: Right yes, thanks Kurt. This is Marika. I just wanted to share how it's typically then, you know, reflected in final records. And, you know, in most cases there's kind of a heading that talks about that. Unless specified differently, you know, recommendations have full consensus or consensus support of the group. And indeed for those recommendation where that is not the case a different designation is provided. And then it's up to the GNSO Council to kind of decide how to deal with the fact. And, you know, in a report where all recommendations have full consensus or consensus support the council will typically vote on the report as a whole.

But in the case where there are recommendations that have, you know, different levels of support the council could decide to vote on those separately or pull out those recommendations that didn't have the full consensus or consensus support and vote on those separately to determine, you know, whether sufficient support exist at the council level to pass on these recommendations. So again it will depend a bit on and where the report ends up and how it will look like and as well how the council will deal with that. I hope that's helpful.

Kurt Pritz: Hi Alan. Go ahead please.

Alan Greenberg: Thank you. Can we have a bit of clarity which I don't have although maybe everyone else does, as to exactly when the final date is that we can have - send in something to be integrated into the final, final report? Is it before the February 14 meeting or after or exactly when?

Kurt Pritz: I think it's during this quiet period so I would hope that anything would be in by the end of this week.

Alan Greenberg: Okay so we're talking about the end of this physical week which is the 15th?

Kurt Pritz: Yes, right. So we're going to submit a pro forma report to the GNSO Council today and we're not going to update that in any way until we provide the actual final report. So...

Alan Greenberg: Okay but I thought we heard that there's a meeting on - in early March and that's when the final, final report will be voted on by the GNSO. So maybe I'm the only one confused but I thought I heard Marika said we had a bit more time than this week based on when the various documents would be going. But Marika has her hand up. Maybe she can clarify. I guess I really want a date and time to make sure that if we send something in it doesn't, you know, we're not told sorry too late.

Kurt Pritz: Go ahead Marika.

Marika Konings: Yes thanks Kurt. This is Marika. I think we - Kurt is correct. I think we're looking at the end of this week because if there are statements that are included in the report I think it's also fair for everyone to have an opportunity to review those and not have those come in and, you know, last minute. Although of course nobody is prevented from, you know, writing to the council separately or providing input. So I think we're really looking for anything that people think needs to be attached, annexed or referenced in some way to the

final report to get that in by the end of the week because that will then also allow, you know, finalization of the report in the course of next week.

And then just to clarify again, you know, the council currently has two dates on its calendar to allow for consideration of the final report. So the first one being the 21st of February and the second one on the 4th of March. And, you know, my assumption again is that, you know, the council during the 21st February meeting will, you know, look at the final version of the report, kind of assess, you know, what changes were made and kind of, you know, talk about, you know, do we feel comfortable to vote at this meeting, did we have sufficient time to review those changes or indeed do we need some more time?

And during the 21st meeting we can talk through, you know, what changed between the version that was submitted today and the version that was submitted on the 21st - 20th of February so everyone's clear on that and then, you know, have that followed by the 4th of March vote at the latest So again, two options for a potential vote, 21st and the 4th of March at this stage that is for the council to consider, you know, when they feel ready whether that's the 21st or the 4th of March.

Kurt Pritz: And to add a note to that the - in order to get these two extra weeks what we, you know, Marika and her team and the GNSO have agreed to is have, you know, put in this potential meeting on March 4 if required and that's what's enabled us to buy these two extra weeks. But we want to have the completed report submitted before February 21. So we want any additional input by the 15th so we can discuss and handle that. So...

((Crosstalk))

Alan Greenberg: Are we talking about the end of the 15th and no possible extension even to the end of the weekend, is that correct?

Kurt Pritz: That's where we are. So if...

Alan Greenberg: Okay.

Kurt Pritz: ...you feel a need that you need to change that come back to me.

Alan Greenberg: Yes.

Kurt Pritz: Terrific everybody. Thank you so much. So you don't have to listen to me for like five days, holy crap. So have a good few days here and be active on email list. And I will be talking to you soon and at least through email. Have a great rest of your day everyone.

Woman: Thank you everyone. Once again the meeting has been adjourned. Operator if you could please stop all recordings. To everyone else, please remember to disconnect all remaining lines and have a wonderful rest of your day.

END