

**ICANN  
Transcription  
EPDP Team F2F Meeting  
Tuesday, 25 September 2018 at 19:45 UTC**

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David: So our plan for the afternoon we're going to walk through M right now, the table on M, and then we're going to walk through the table on E and then we're going to do a quick check in to see how we're doing. We're going to be about halfway through, a little past halfway through our meeting and how we're doing on our meeting goals and the must haves and where we're going. All right?

But let's do M and E and see if we can tick through these with efficiency but being clear about what we're talking about. Who is going to be presenting from the M group? Is that you, Kristina? Awesome. So it's up on the board for everybody too. Kristina, why don't you walk us through your work?

Kristina Rosette: Excellent. So at the outset we decided that we needed to refine the language of the purpose to be more specific to - and what we've done there is indicated in bold is that we've inserted TLD and domain names before dispute resolution policies because ICANN has other dispute resolution policies that don't have anything to do directly with domain names and we wanted to make sure that those weren't inadvertently captured.

A little bit of background might be helpful before we get too far into this. Just to recap, URS, Uniform Rapid Suspension System, that is essentially a

process for addressing clear-cut cases of cyber squatting. The UDRP is the Uniform Domain Name Dispute Resolution Policy. It's one of the earliest ICANN consensus policies.

The RDDRP is the Registry Restrictions Dispute Resolution Policy, and that applies to registry operators that have specification 12 in their registry agreements because they applied as a community application and that designation was carried through to their contract.

And so specification 12 is where is all of the commitments and undertakings and conditions that the registry operator has - intends to implement to honor its community status. So the purpose of that dispute resolution policy or procedure is for a party can allege that the registry operator's not honoring those obligations.

The PDDRP is the Post Delegation Dispute Resolution Procedure. Its scope is limited to -- and this is very abbreviated so apologies to our IPC colleagues -- essentially to allegations that by trademark owners that the registry operator itself is engaging in cyber squatting through its administrations and operations of the TLD.

And finally the PICDRP is the Public Interest Commitments Dispute Resolution Procedure. That is intended to - that applies to, well, every new gTLD registry operator has specification 11 in its registry agreement and that's where the public interest commitments are set forth, some of which are standard and mandatory across registry operators.

And in certain circumstances registry operators could voluntarily agree to additional public interest commitments to address the concern of the GAC, to address a concern of a potential of a third party. And so that dispute resolution procedure is really intended to cover anyone who believes that they've been harmed by the registry operator's failure to abide by those public interest commitments.

At the outset, we decided very early on that we did not have enough understanding of the specific elements for the RDDR, the PDDR and the PICDR and the rules that are in place for their implementation to be able to meaningfully complete this sheet. So we essentially put a pin for those and all took as homework the fact that we need to go and do some reading.

We do also intend when ICANN Compliance is here, which I understand is tomorrow, we do expect to answer them - ask them some questions about their role in regard to complaints under several of these policies. For example, PICDR is handled at least initially by ICANN Compliance.

We also had a question for ICANN Org about why the latter three were not actually included in the temp spec and should they be added or at least included in the consensus policy now that we've gone back to the temp spec. The language there was very broad, but I think it - you know, ultimately we decided that we need more information and better understanding to be able to really incorporate - to address these in this context.

So any questions? All right. So basically when we completed this sheet, we did it only for the purposes of the URS and the UDRP and only in the context of ICANN's purpose. To the extent that the registries and registrars may have their own purposes, we did not evaluate this statement in that context. So we had a - we took a very narrow understanding of what we were supposed to be doing.

We initially decided, as is set forth here, that - well, we decided that that basis is lawful but we were - at the time we were discussing it in the context, at least I know that what I was doing was even though we were supposed to be talking about ICANN's purpose, I was thinking about it in the context of the registration agreement between the registrar and the registered name holder, which is how at least I landed at 6.1b, and I suspect that may be true for others in that group.

So in that case I would then have changed the lawfulness - the legal basis to 6.1f. Is there anybody who was on that team that wants to keep 6.1b and that we can circle back to it when we come back to the A discussion? All right, I'm going to take it as a no.

So then we moved on to -- I don't think I have control, oh I do -- is the purpose in violation of ICANN's bylaws. Pardon me?

David: Let's actually keep rolling and then we'll circle back. We've named that as one thing that we may need to circle back to in terms of legal basis in the B versus F and I think it will be echoes of other - but let's keep rolling through and then come back. Okay?

Kristina Rosette: Okay. We decided that ICANN's purpose as its set forth as we amended it is not in violation of ICANN's bylaws, again with the caveat that we were only looking at it from the - we were only looking at the URS and the UDRP.

For the data required -- and I'm going to break 3 into two parts -- what we decided is that the data required, although actually wait a second. Maybe we covered the data elements further down. Oh, okay. All right. Hold on, let me just look at my notes really quickly. Oh. So. Yes, if we could because we - basically what we decided for the purposes of the data elements was that we were not going to be collecting the admin or technical contact information and for the registered name holder the phones and faxes.

Correct. Make it optional. My notes at this point are a little murky. Was there anything else that we decided we did not - we weren't going to collect? Right. Right. All right. I guess moving on but moving back up.

We decided that the data required for purpose of whom, and obviously we're looking at it from ICANN purposes, again in the context of URS and UDRP, that it was - that ICANN having this purpose was - that also that registries and

registrars would have a purpose here, but we didn't get into the analysis in this sheet, and the third parties would have interests.

Moving on down, that we decided that the processing was necessary to achieve these purposes, again limiting ourselves to ICANN purpose in URS and UDRP. In terms of the data elements requiring transfer to meet the purpose under question five, yes, all of the data is transferred to the dispute resolution provider and to, at least for the URS, the registry operator.

We have a question for Compliance because we understand that if the registrar has not transferred a domain name after a UDRP decision to that effect and is non-responsive that Compliance will often reach out to the registry operator. So we wanted to get a little bit more clarity on that before we provided - before we took a position on that.

Number six lists out the publication of the data by the registrar or registry that we believe was required to meet the purpose. We decided that there shouldn't be any changes made to the registrant data that is required to be redacted. And we took the position that in answering the question of under what circumstances should third parties be permitted to contact the registrant, we noted that that's currently covered by both the UDRP and URS providers as being third parties, for purposes of this question.

Our answer to - just to clarify our answer for are there any picket fence considerations here, that we took the position that it was within the picket fence and so we kind of had a different understanding of the question, namely we weren't going to be going outside of the picket fence. So that's why we answered no.

Number eight. We are not aware of any requirement for data retention by any of the dispute resolution providers, and you'll see we flagged that when we get to question nine. We were initially inclined to - the existing requirement in terms of data retention is life of the registration plus two years for registrars.

We wanted to flag that as specifically a point that we wanted input from the entire group because we weren't aware - we weren't exactly clear on what the rationale was for that and whether there'd be any reason to change it for this purpose. So when we open the queue we definitely want input on that.

And finally we had some pretty clear views on additional information needed to adequately document the purpose, and that is we want ICANN Org to provide the team with copies of the agreements with the dispute resolution providers in relation to data protection and transfer of data and data processing, as well as the, to the extent that they're not publicly accessible, the data protection policies that these DRPs have in place, because that information, you know, those agreements, if they exist, are not I think there is a URS MOU that we generally don't have information about what the current arrangement is and we need that information to fully complete and assess this purpose.

So now I'll turn it over to the queue.

David: Thanks. What would be great to do quickly before we go on any one issue is to name the things we want to talk about that require some kind of modification from what's up there. Okay? So in the interest of being efficient and spending time, we don't need to opine on things that - where you're fundamentally in agreement. Let's only name the things where we want to make some modification or maybe answer a question that is seen as positive. Okay?

So let's quickly build a queue. Who needs to, you know, suggest something different here? And (Gina)'s going to be naming our list of issues. We don't need to answer them just yet. Let's quickly do the list of issues we have to deal with and then let's dive into them. All right? So I'm - Alan and (unintelligible). Alan, go ahead please.

Alan Greenberg: Just to comment on number nine, my recollection is the UDRP providers are required to publish the results. They occasionally redact who the registrant record is if it was perhaps through a privacy proxy, although sometimes they don't. But my understanding is they're required to publish that and that stays there forever, I think.

Kristina Rosette: Yes, but we also, just to be clear, we were aware of that and talked about it but we specifically identified these agreements and policies as additional information because we think it's extraordinarily important that we either get them or we get the answer of there is no such thing, sorry.

David: All right.

Alan Greenberg: Sorry, just to be clear, I was talking about eight not nine, where it says there's no current - no requirements for data retention. Sorry, I picked the wrong number.

David: All right. But just quickly, do we need to talk about data retention? I mean this doesn't seem coherent with what we just said on the last thing, right? In the last one we talked about precisely because of this it was 12 months, right, and now this says two years. Do we want to talk about that or...?

Kristina Rosette: To be clear, we just went with what we understand the default is with a specific that we want this group - we want to talk about because we didn't - it was default. It was not data retention by design.

David: Great. Retention is one of our issues. I don't want to talk about retention right now. Are there other issues that we want to put on the table? You had mentioned also in the beginning this question about the legal basis. Diane, do you want another issue? With a microphone please.

Diane Plaut: Legal basis definitely. Retention is another one, and then obviously the policies if that needs to be discussed.

David: Which policy, sorry?

Diane Plaut: The - to try to get the policies to try to understand the obligations of the service providers.

David: Okay.

Diane Plaut: On contracts and policies because we need to understand the - what data subject access policies, right, policy they have in place, what technical and procedural safeguard that they have in place, because that will enable ICANN to have the capability of being able to count on those policies that the data, especially if it's being transferred, the model clauses et cetera that are in place.

David: Okay. Okay great. So we have those. (Gina)'s got those. Are there any other issues that we haven't named that we want to put up on the board? Berry, do you want to get in there.

Berry Cobb: Yes. Berry Cobb for the record. Just kind of a point of clarification. You know, there are no agreements between ICANN and the UDRP providers. There are MOUs between ICANN and the URS providers, neither of which have any stipulations about retention of data in terms of what they post on their sites. That's not to say that they may or may not change for some.

Most of you probably do know there is an existing PDP on rights protection mechanisms. URS, as being part of the new gTLD program is up first. Phase two, then we'll get into UDRP and some of the questions about whether there should be, you know, more formal agreements established and those kinds of things.

David: Thanks, Berry, for that clarification. Before we go deeper on that issue, I want to test there are other issues that we haven't listed up here that you want to



talk about on this, other issues? Yes, yes, yes or same issue? Okay. So let me quick go over here and other issue, Farzi? What other issue would you like to put up.

Farzaneh Badii: I just want to discuss the wording of the ICANN purpose, like it says coordinate operationalize and facilitate. I was in the group with Kristina so definitely we need to be specific about the dispute resolution that we're talking about but I'd like to discuss coordinate operationalize and facilitate, just to be sure that these are like ICANN purpose and we use the right words. Thanks.

David: Okay. You've got another one you wanted to bring up?

Diane Plaut: Yes. I think it's important for us to...

David: Sorry, name, name, sorry.

Diane Plaut: Diane Plaut. I think it's important for us to put forward to ICANN Org the fact of why the RDDR and the other three mechanisms that weren't in the temp spec why they weren't in the temp spec and if they should be in the consensus policy, because these are also important mechanisms for trademark owners and others to be able to use the ICANN compliance power to be able to facilitate, which is one of the main ICANN missions, and to facilitate the security and safety in a working, reasonable framework.

David: Add that to - see if we can some clarity on that right now. So we have the issue of legal basis. We have the issue of data retention. We have the issue of looking at or understanding more the MOUs or what's contained in the relationship between ICANN and these providers for dispute resolution, something that Alan wants to talk about, and we've got this issue around what Diane just mentioned on why were these things not included.

Let's take them. Alan, you want to dive into the one on the issue with the (unintelligible).

Alan Woods: Alan Woods. Actually it's a short and sweet one really that I think we can put on to the parking lot as a recommendation that we could make as an EPDP that because of there are no agreements in place with the dispute resolution providers that agreements should be put in place, especially with regards to where the contracted parties are expected to release the data, the registration data in order to facilitate the dispute resolution policies. So that could be an easy recommendation that we can put down and hopefully discuss very simply.

David: Great. Does anybody have a problem with putting that as to-do item for you all to say it would be good as a policy to have a recommendation that there should be some types of agreements in place out of (unintelligible). Can anybody not live with that on that specific issue? Berry?

Berry Cobb: So I think in terms -- this is Berry Cobb for the record -- I think in terms of the scope, you know, the recommendation would be that it would maybe be passed to another working group to determine that ultimately, but to bridge the gap, what you've mostly been talking about are the data protection agreements and so perhaps the agreement can talk to some of these terms about retention or how public information is posted on those sites, et cetera.

David: Alan, jump in on that.

Alan Woods: Alan Woods, just for the record. Yes, it's a data processing agreement that probably would need to put in place and therefore within our scope for a recommendation.

David: Right. Okay. So let's park that over there, (Gina), about the idea of having a data processing agreement, okay, between ICANN and these providers of

dispute resolution. And that's something that you want to in your mandate suggest in your report. Okay. Fantastic.

Is that enough to put that piece to bed? Do we need to do anything else on this piece around the nature or what's in or not in right now of the agreement with ICANN and the providers? Is that okay? Anybody need to say anything more on that or can we put it to bed? Done? Okay. Well done, guys. Okay, we put that one down.

Okay. Well done. Okay. Let's jump up to the issue of data retention. Maybe this will be also relatively efficient. I'll just say as an observer here we just had a conversation around data retention. Talk about the why you came to this conclusion that's probably a reasonable why looking at the 12 months needed for doing these types of processes, if I understood it correctly. Is there any reason not to shift gears on this one on M to also make reference to that same issue and say 12 months? Who could offer an alternative suggestion on that? I see Diane's hand and I saw Diane then Kristina.

Diane Plaut: I think that the two years we have to find out more about why the life plus two years exists because it seems to make a lot of sense. If you're in a UDRP proceeding there it might - it's often the case that it's not an adequate dispute resolution and you go on to the commercial context to bringing to litigation. So it allows for the period which the statute of limitations is usually like three years. So it diminishes that to a two year, which seems to be a reasonable baseline to provider for that capability.

David: Diane, just to check, do you have the same answer on the one we talked about before?

Diane Plaut: No, it's totally different.

David: Totally different?

Diane Plaut: It's different context because your - you have a different purpose in each situation and so you're using - you're collecting and holding the data for a different purpose and therefore that purpose affects the amount of time that you might need it.

David: Great. Where are my hands? Okay. Let me jump to Kristina and then I'll jump to Benedict. Help me out with the queue, guys.

Kristina Rosette: Just picking up on a point that Diane made, and I'm going to use the excuse that I haven't been in the IPC for almost four years, but the UDRP itself provides the opportunity for a losing registered name holder to initiate a court action within ten days of the decision, in which case implementation as a decision would be waived and, depending upon the applicable jurisdiction, it could be that that court proceeding is going to take years to resolve.

So I think this is one instance in which automatically just defaulting to 12 months might not be appropriate and I think it could also, unless someone from ICANN Org knows the answer, it may be that because the other DRPs that are part of the registry agreement may allow the registry operator to initiate arbitration, in which case we may also have a different data retention issue there. So maybe we just need to come back to this.

David: Okay. Great. Benedict and let's keep rolling on this very same topic.

Benedict Addis: Discovery takes place early in court cases. But to you, Diane, what's your experience of - and again I would just ask is there experience of how many of these go to court or is UDRP and URS intended to be arbitration stop substitute? So are we retaining - I guess my question is are we retaining data for a statutory purpose when that's effectively applied on a national basis anyway so we don't - do we need that - do we need to recognize that statutory national basis which required contracted parties to keep data for those purposes anyway? Are we trying to recognize that twice?

Diane Plaut: I think that we're just trying to find a happy medium. I mean I don't know why they come up with life of the registration plus two years, so I think that we need to ask the questions of how that was formulated. But it seems from a practical standpoint it's seems that that - all these different considerations were taken into account, that there are different jurisdictions with different laws and that a 12-month period would not be, you know, adequate or long enough because a dispute in and of itself is going to take a chunk of that time. And then if that doesn't work out, then you're moving on potentially to a litigation that was initiated simultaneously there or if there dispute resolution isn't successful.

David: I'm going to (Matt) to be able to jump in.

(Matt): Yes. Hey it's (Matt) for the record. I just want to point out, remember though, it's the life of the registration plus the term. All this time that the dispute is going on, the domain name is registered. So it's a moot point.

Diane Plaut: No, not necessarily because - not necessarily because how about if the dispute goes on before it's - let say the registrant decides to pull out of the situation but yet - or they change names or transfer it or something happens that's not clear but yet the complainant still feels they have a claim?

(Matt): But the domain name is no longer registered.

Diane Plaut: That doesn't mean that they can't claim harm outside of that in a commercial context. So they might still need that information, that's the point.

David: To help feed into that conversation, I want to go over to Thomas and then we'll come back. All right? But, Thomas, help us out of this quandary here. What can we do?

Thomas Rickert: The pressure's on.

David: It's on, man. You can do it.

Thomas Rickert: It's Thomas. The way I understand our conversation is that we're looking at the purpose of dispute - alternative dispute resolution and I think that, you know, once such a proceeding took place we have to ask how long does the case-related information need to be retained, right? So it's - the information where do you retain by the registrar anyway during the last time of the registration? So nothing is lost there but that has nothing to do with this purpose.

This purpose will be invoked once somebody starts a URS or UDRP proceeding. Then it's dragged to the DRP. And then I think the purpose will be fulfilled once the DRP proceeding is over and that means when we know that nobody has filed as suit after - within ten days. The question is when will the DRP be notified that somebody has or has not initiated the court case?

So typically, you know, at least in Germany, we would say, you know, if you're bookkeeping you have statutory retention requirements for ten years for certain text-relevant documents and you would say you have to delete it before the 11th year is over because they grant you an additional year grace period to implement the deletion.

And therefore I would say, you know, in this case rule of thumb, ten days. I would say okay if it's served internationally there might be some delays. Let's go to four to six months within which it has to be deleted. But that's different from the - from other requirements that the dispute resolution provider might face according to their applicable statutory laws. But the ICANN requirement I think should not go beyond three to six months after the end of the dispute. Does that help?

David: So you're making a specific suggestion that instead of talking about end of registration plus two years, say end of dispute plus X months, four to six months. Okay. Let's react to that. I need to see some hands up so I can do it

properly. Let me go to - is that a hand up? Okay. Then I'll jump to Diane and then I'll come back here and then Kristina.

Benedict Addis: Hey, Diane. Just one point. The two years you asked where it came from. I wasn't joking. It really was a late night conversation with an FBI officer named (Bobby Flay). It really was, yes, in Brussels in 2012. So that was - I pulled it out of my hat. Hat. So we can't rely on it. Sorry.

David: Okay. Diane, go for it. Yes. You're next.

Diane Plaut: The thing that I would like to further explore or the rebuttal to that of why I think this could be justified is that you're able to show in certainly a trademark context and I strongly believe in a UDRP context bad faith. So if you use this information, you have an absolute right to use information of a pattern of bad faith by a registrant. So that is why you'd want to retain the information past the life of the domain, because if you could show that the same registrant continuously files things in bad faith, that is evidentiary - you're able to submit that from an evidentiary basis.

David: Alan and then Kristina.

Alan Woods: Alan Woods for the record. One hundred percent agree with what Thomas is saying. Yes, and again I caution that we are looking at ICANN purposes here, so just on your point there, Diane, I mean I agree and I see where you're coming from on that. However, in those instances, would you be looking to get that data from ICANN or in reality would you be looking to get it from a contracted party who because, you know, they would probably layer on as per their own retention requirements.

So for instance in Ireland it's six years for contract. So if there was a breach of contract sort of thing, I would be holding that data for six years and you would still have access to that data for six years potentially to support your own claims or again if there was a court order given to us, we would have

that data. But would you be getting from ICANN and therefore why would you be needing more than is necessarily relevant for ICANN to retain that data when it's the registries and the registrars that are probably where you'd be looking for that data in the first place.

Diane Plaut: I think that this is definitely within ICANN's purpose. It's to facilitate a safe and secure network and to provide the provision of these UDRP proceedings. And in doing that, they are fundamentally the most important keeper of this data for those purposes. The registries and registrars are going to have no motivation to do it and could basically, you know, delete it. It really would be ICANN in its purpose that would have the justification to keep it as - under a legal basis.

David: Okay. Just before I jump over here to Marc and Stephanie - oh you put your thing down. I think (unintelligible). Oh. Before I do that, I just want to check because we could have a very extensive conversation on this and I want to test if we're able to circle in on one of these proposals, right? We've got a proposal from Thomas who says let's look till the end of the dispute resolution process and tack on some months, about four to six months. Right? That's a proposal that's on the table. Let's see if we can live with that or go back to something more along the lines of end of the domain name, end of the registration and a year or two years, something like that.

So let me jump over to Margie then to Stephanie and then I'll come back to Kristina.

Margie Milam: Do you want an answer to that question or...

David: Yes, I really do. I really feel like we've got to move towards resolution so, like, can we live the proposal like Thomas is saying?



Margie Milam: I think it's too short based on - I support what Diane said. I think there's reasons for having it longer than just ten days after - or a couple months after the expiration of the domain name.

David: But he didn't say the expiration of the domain name. He said the end of the dispute resolution process.

Margie Milam: Yes. Again, same.

David: (Unintelligible)

Margie Milam: For the same - and I'll just repeat what Diane said. The parties will have to, if they're not satisfied with the result, will go to court. And so I think being able to go to court and exercise your right under the court system will take longer than six months. You know, by the time you get your attorney, you file your complaint, you know, you go through discovery, that amount of time is much longer than a few months after the dispute resolution procedure has ended.

David: Okay. Thanks. Stephanie, how can we build on that to find some resolution on what's an answer to this is?

Stephanie Perrin: Stephanie Perrin. I'm going to beat the data processing horse again. I don't think ICANN has any need to access the data but the processor, the independent dispute resolution folk, could have a data retention requirement in their contract. And I don't know these areas but do they not have professional standards and requirements for data retention anyway if court is an option under the circumstances, but you want that very restricted and restricted access and no access for ICANN. Thanks.

David: Sorry. I'm confused where we are right now, guys. Help me out. Margie, you just put your thing up. Oh sorry, let me go over to Kristina, back to Margie over here and let's see if there something we can circle around that's either something along the lines of finishing up the dispute resolution process in a

certain amount of time or end of the domain - end of the registration in a certain amount of time.

Kristina Rosette: Kristina Rosette. I'm not - I'm generally amenable to Thomas' idea but I don't feel like I have enough information right now to be able to kind of commit on the fly. I would want to have a chance to go back and reread the policies, read the procedures, et cetera.

And I would like to remind folks that frankly it wasn't that long ago that there was an ICANN-accredited registrar that built an entire business model on saying to registrants that were the subject of UDRPs, "Hey, come to me within ten days, I'll file a lawsuit in India and it'll take ten years to results." So I think we need to be careful about what we're doing here.

David: Okay. Berry and then Margie.

Berry Cobb: Berry Cobb again. And to Thomas' proposal in terms of, you know, I guess the data retention as long as the dispute is, for URS for example if the complainant is successful, the name is suspended through the life of the registration at least for one year, and that's by standard. For UDRP if the complainant is successful most - you know, they require - the complainant acquires the domain name, so it's not working in terms of what Thomas is proposing in that regard, just by the operational nature of both of those dispute resolution procedures.

David: Margie.

Margie Milam: This is Margie. I just wanted to remind Alan and others that they - we're not - I don't think we're talking about giving ICANN the data. I mean like it's the framework for the URS UDRP and so there's no - at least - unless you guys changed it in your little group, there's no implication here that ICANN's going to have this massive amount of data for UDRPs. It's just simply setting the

framework for the data that gets used for the UDRP. So I just wanted to clarify that.

David: All right, folks. This is what I'm suggesting. I'm suggesting, because I'm noticing the same kind of like three or four people are talking to each other, I think it's one of these situations where we should put the pause button on this and these same three or four people should then either this afternoon or tomorrow see if we can find some resolution to this issue, okay? So those of you who have been (unintelligible) in this conversation let's put a pause button and say let's see if we can figure this out.

Kristina asked for a little more time as well to not have to do it like right now on the fly. So let's pause and recognize that we're not quite sure what to do but we've named a lot of the key issues at stake here. Is that okay if we move on from this one? Okay. Diane, last word.

Diane Plaut: I want to just say for the record that IPC may want to submit something in this regard because, you know, the evidence of bad faith is an essential element in the UDRP proceeding and will be in any court proceeding, and so this is important for trademark owners to have that ability and the right timeframe that data to be held by the provider. We're not saying ICANN's holding it. They're facilitating the rules and the framework.

David: Got it. Okay. So that's a key interest to put on the table when we're having this conversation. Okay. Let's talk to some of the other ones. There's two left here. One is the issue of the legal basis and the other is the issue of the purpose language. Let's do legal basis right now. Right now, Kristina said - well, why don't you repeat it, Kristina? What was the question you want to propose to the group on legal basis?

Kristina Rosette: No. Well I realized that my description of the legal basis was incomplete because once we made the initial determination, which I think we've now gone back on, that 6.1b was the appropriate basis, we frankly didn't spend

that much time on 6.1f on the theory that you really are only supposed to have one. Although we did, in the interest of completeness, talk about it to a limited extent. I think it's probably worth wrapping that discussion in with the discussion - the issue that came out of the A discussion, namely 6.1b or 6.1f. It's not any different here.

Although the last thing I wanted to note is that we did within the group reach agreement that consent was not - that relying on consent would be really problematic for a couple of reasons, not least of which was the actual implementation and how to address kind of the - whether or not there's actually a reliable mechanism to quote, unquote transfer consent. And so given we'd already made a determination on 6.1b, we decided not to pursue it.

David: Okay. Wonderful. I guess the question - I'm not sure why it got put as a question for legal basis but do we need to comment on this? Yes. Okay. Great.

Margie Milam: I disagree that B doesn't apply so I'd like to flesh that out. We have...

David: Sorry that what doesn't apply?

Margie Milam: That B doesn't apply.

Woman: 6.1b.

David: To which? Because I thought they were saying that's what they are saying.

Margie Milam: Oh you're saying it does apply.

David: Yes.

Margie Milam: No, they're not.

Kristina Rosette: No. We decided that we realized in the context of the discussion of A that we had earlier, I at least realized that I was attributing the contract, which is the registration agreement between the registered name holder and the registrar, to ICANN. And I've decided in light of that that that's not an appropriate legal basis. So my point is this is the same discussion that when we come back to A I don't see the point of having it separately here.

David: Okay. Great. So we have this bigger conversation about how we handle this issue, 6.1b, when it's - we're calling it an ICANN purpose but I feel actually maybe it isn't. There's a bigger conversation that we brought up in A between 6b and (unintelligible). Okay. So maybe we need to put the pause button on that. If someone wants to say a word or two about it, but it feels like we need to frame that up a little bit better and come around because it's going to affect other ones as well. (Alex)?

(Alex): Yes. Well I guess if we're going to come back to it then that'll be good because I'm still confused about kind of what happened and why. So I'd like to understand that. But also I guess, Kristina, are you saying that it's not 6.1b because this is an ICANN purpose but it may be 6.1b under registry or registrar purpose?

Kristina Rosette: Yes.

(Alex): All right. Thank you.

David: I'm almost feeling like we need a little group to just dig their teeth into that a little bit because it's applicable for A and applicable here and maybe for others as well. Okay.

Then finally if we go to this - and we're going to do that. We're not going to let that slip because that seems so fundamental for this meeting to do that.

Finally Farza's question. Right. Those three words that are in the purpose statement, help us understand why you want to talk about that.

Farzaneh Badii: Farzaneh Badii, NCSG. So I don't - these are - these wordings are from temp spec and - the current temp spec, and I don't know how they came up with it. Is it based on the language that is in a certain policy or even like implied in the bylaws somehow because I don't know? So I'd like to know where it came from and then if you just can point me to it I'll be convinced if it's written somewhere.

Marika Konings: Yes thanks, David. This is Marika. The temp spec actually only contains coordinating. The language of operationalize and facilitate was actually added following the group's conversation around that asking for more specificity around it and I don't remember who specifically suggested it but it was indeed the adding of the specific dispute resolution mechanisms as well as adding those two words.

Farzaneh Badii: Okay. So I remembered the - sorry, I'm just - so I remembered the additions were not in the temp so I could not remember actually there were changes in the language. And I have to go back to that conversation because I don't - I think coordination would be something that we can live with but operationalizing and facilitating I wonder why they ended up here. I mean facilitating and operationalizing is not very specific. So, yes. Just flagging that.

David: Can I suggest as a way to answer that question that the group that was looking at the specific data components, data elements and the questions, having the word facilitate and operationalize did it change the way you looked at the data or how you answered those questions? Did those words mean something? No? So if they're not meaning anything then it's why would we have them in there? Yes?

Kristina Rosette: Kristina Rosette. I do just want to flag that at least for the DRPs that we've put on hold that in many cases ICANN itself, ICANN Compliance, has a very active role in the initial stages of the dispute so it is more than coordination. And I think, you know, to a great extent, the - yes. So let me just leave it at that and maybe when we go to - when we come back to those three that we can also focus more on what word would work.

David: Okay. So if I understand you correctly, Kristina, you're saying for URS and URDP it's not really the issue. You said for the other ones they are more active, more than coordination. Okay. So would people feel comfortable as a placeholder here saying actually let's get rid of those two words that are added in. Let's stick with coordination.

And then when we look at the other vicious acronyms that are on the board there, do we need to add in those additional words because the purpose requires more action than coordinate? Does that work for everybody? Does that work for you in particular?

Okay. So let's do that. We're going to take out those two words. Oh, sorry, sorry.

Alan Greenberg: ICANN has a very active role to play in the implementation of the outcomes of these things that's far more than coordinate.

David: Implementation of the outcome. Okay. Or use some words that would - that we would want there.

Alan Greenberg: The PICDRP as an example if there is a judgment against a registry, ICANN has to take - can take action to ensure that it is implemented, the contractual terms that require them to be. I think, although I'm a bit vague that the same is true on the UDRP. I'm not 100% sure on that one. The PDDRP is very much an ICANN activity.

David: Okay. And so given that, again I want to drive right down to the implications for our wording, right? Because what's at stake here, Alan, is whether we take out those words that we added in, right? We had facilitate and operationalize. Okay? So are you saying what we had said was an agreement which was for URS and UDRP were okay with just coordinate? And when we look at those other ones, the three other ones, we'll see if we need to add in additional actions, other words.

Alan Greenberg: I'm not sure if operationalize and facilitate are the right words but just coordinate is not sufficient if we're lumping them all together.

David: For URS and URDP - UDRP, excuse me?

Alan Greenberg: I'm not the expert on those. As they are lumped together right now, unless we are going to have five different purposes, the one word is not sufficient is all I was saying.

David: Okay. Okay. I got Hadia up and - Hadia?

Hadia Elminiawi: Hadia Elminiawi for the record. So actually my comment is with regard to the statement where is said facilitate ICANN's top level domain and domain names dispute resolution policies, and I don't know why we don't end the sentence here. Why do we need to say namely URS, UDRP? Why do we need to mention them? If we just say ICANN's domain name dispute resolution policies, we are precise.

And honestly speaking, naming them does not add any benefit to any of the groups here. It just twists - tricks us for no reason, no purpose. It doesn't add anything to anyone here.

David: Okay. So that's another issue and maybe it's related to these three words. I want to test if it is related to the three words of coordinate, operationalize and facilitate. But that's a separate issue of saying do we name the actual



mechanisms that exist today or do we leave it off? Okay? But let's get back to the words for a second. So what do we do here, folks? Alan is saying I don't feel like coordinate is enough, probably not even for URS and UDRP. Do we have a solution to solve for Alan's problem? Margie and then Kristina. Yes?

Margie Milam: Does implement make it more clear?

David: Implementing. Okay, coordinate and implement.

Margie Milam: Instead of operationalize. Because obviously ICANN is not just - it's not just coordinating, it's actually entering into agreements with the dispute resolution companies, you know, as we were talking about with the contracts and everything else to do this. So that's why I was thinking implement might be more specific.

David: Can anyone not live with coordinate and implement? Can anyone not live with it? Pardon?

Milton Mueller: Can somebody tell me what data elements or different data-related processing activities would be affected by this choice of words?

David: That was a question I had for the group as you went through it. Did the words change the way you were looking at the different data elements?

Benedict Addis: It strikes me - my understanding is that ICANN doesn't touch this data. ICANN Org does not go near the processing of this data for these purposes, these five policies. So a word like coordinate or implement seems sensible. It's not doing any direct work on that registration data, it's contracting other people to do it, in this case in registration and dispute resolution providers. I think like operationalize probably isn't a good choice of words.

It also strikes me that adding extra words to solve problems probably isn't a good idea. Simplicity is generally a good thing. So I'm - implement sounds pretty reasonable to me.

David: Okay. All right. So it is not entirely clear how it changes the data thing. Maybe that's a little exercise someone could do on the backend of this. It feels like the word implement is working for folks, whether it's coordinate and implement or just implement. I'm not sure it makes a big difference. You guys decide, but how about as a placeholder we say that implement is our guiding word here, okay? And I want to test, can anyone not live with implement as the guiding word in this purpose, given this conversation?

Hadia Elminiawi: Hadia Elminiawi for the record. It's just that ICANN implements the outcome of the dispute resolution policies. It does not implement the dispute resolution policies in itself. So, yes, just a clarification.

David: I feel like we're going around in circles here, folks. Yes? Margie, is there a way to bring us home and sort of like finalize this instead of opening up new windows on this?

Margie Milam: No, I mean I don't know what the right word is but it's the concept of like we mentioned, you know, creating the framework for these things to happen, whatever the right word is for that. I mean I agree they're not doing the resolution themselves, they're not getting the data for that purpose.

David: Okay. Okay. With the microphone please.

Farzaneh Badii: Farzaneh speaking. So I think we can go back to our group at some stage and just work on this wording because they're all like also related to the second part of the acronyms, and of course we can talk about this, Margie, as well and look at the bylaws and look at the policies and come up with something. So can we park it?

David: I'd love to park it and I feel like there's a large consensus around the words implement and maybe something else that does it. Okay. And - all right. I think we're pretty close and I think we're going to put it out there and let people sit on it for a while and let's go back to it and see what happens if we need to with a smaller group.

Hadia's comment is still out there, which is do we name those dispute resolution systems or do we leave it open? Does anybody have a very strong feeling about taking those out of the purpose statement? Yes? A very strong feeling about taking it out?

Alan Greenberg: My only comment was going to be we have been tending to add things in because we've been told to be specific and not general. That's my only comment. I don't really care in this case.

David: Okay. All right. Okay. So I wonder if these are one of these situations where we need to get a little guidance from a very clever lawyer or something. Right? He's been out of the room for a while. I would say let's park this one as well and say there may be reasons to take stuff out, there may be reasons to put them in but let's not spend our group time with 30 people around the table solving that right now. Diane, do you want to put a word in on this?

Diane Plaut: I just want to put a quick word in that I support Hadia's position because ultimately we're here to set policy that's going to have future abilities to move forward with added data protection laws that are considered or other jurisdictional considerations. And so for future thinking, I don't think that we need more specificity in listing things that could change over time or, you know, additional things that could be added to.

David: Right. Okay. So that's a consideration to take up when you have that conversation. Okay. Uh-oh. Let's do it later. What do you say? How about we have that conversation - do you mind having that conversation later? Maybe

you and Diane can talk about it with somebody or with Alan? Yes? I think we're just going to wrap this one.

Yes? Right it's so close. I mean I really feel like - I mean let's test it. Let's test it, something very quickly. Let's test something for going forward that we are going to use the word implement and coordinate, right? Let's test going forward, we're going to drop off those five names and we're going to maybe somewhere else in the policy mention that today there's these five things, we recognize those may evolve over time but this is when we talked it this is what we understood in the moment. You could add that in somewhere. Okay?

So you see what I'm proposing? We use those two words, right? If anyone wants to fight it. And then we take out the five acronyms and potentially going forward you can add it somewhere else in the document if it makes you feel better.

(Gina): So, David, coordinate and implement?

David: Yes.

(Gina): Okay.

David: All right. Is there anyone who can't live with that proposal, with those two words and taking out the five acronyms and maybe adding them in somewhere else? Yes, go, Farzaneh.

Farzaneh Badii: Farzaneh from NCSG. So no I cannot live with that because we cannot be futuristic in this language and also like say that any future dispute resolution we have to - and Kristina made the point and now the group we agreed that we should be specific about what dispute resolutions we are talking about in as ICANN purpose, because ICANN has like various policies.

So basically I don't think we can live with that. But then if you're saying that we are going to come back to this and make it more specific and at the moment just leave that language there to make me sad, well, just go with it. But it just looks like no one like really cares about this but really those - I mean - yes. Anyway, I give up.

David: Okay. Yes. Thomas and then we'll (unintelligible)...

Thomas Rickert: Yes. Just a quick question for Kristina. You may have said this earlier but which of the data would be processed to pursue that purpose? Was it registrant data only or are you also considering additional data elements?

Kristina Rosette: Just the registered name holder.

Thomas Rickert: Thank you.

David: Yes. We're going to have to pause it and, folks, I feel like with the exception of one of your members, there's a broad agreement and I think what we need to do is have a conversation afterwards and circle back and see how we can solve that concern. Okay. All right.

Let's go on to E. Right? Okay. This is the time of day where it's actually helpful if you get out your chair and move around a little bit, honestly. But before we do that, (Gina), we talked about the importance, right, in the middle of this, right? We're a day and a half in, a little bit more than a day and a half into this, right? And how are we doing against what we stated victory would like, what we stated our purpose is? I want to just double check where we're at, right?

Remember what we said yesterday morning, where we wanted to make sure coming out of this meeting we had much greater clarity on the purposes and we had much greater clarity on the data elements, right, and that analysis?

We also had some questions about retention and redaction that we wanted to get done. That was like our big push for this meeting.

Think about where we are right now, where we did an initial improvement on our purposes, we're now doing a detailed analysis on that and getting through some of the data element analysis and refining those purposes, and we're some of the way through that. (Gina), were things you wanted to put out there right now before we ask people's opinion about how they feel about where we're at?

(Gina): Yes. A couple other things have come up. So I had a couple requests come in to talk through the initial report just at a high level, you know, what are you preparing to get to Barcelona. And I think Marika had some thoughts about that and she's got a couple slides. We've also had a request from ICANN CEO, or offer I guess, that...

Man: (Unintelligible) it's an offer.

(Gina): It's an offer, thanks, to speak to these issues to take 30 minutes to explain his latest blog, and I believe he's available at 4:30 today or 2 o'clock tomorrow. Four-thirty today is when he's available. And then we have these outstanding issues around the data element. So we have - I mean and we have three items that remained out there. E we still have. N needs to be addressed. It hasn't - no work has been done on that. And then we need B. So those are just some other specific things.

David: Okay. So just quickly before we go to Marika giving us a vision of what the initial report looks like and how that maps on to our work right now, I just wanted to do a check in with folks. Are we getting there? Are we feeling like, you know, we're on the track? Do we need to make some adjustments right now on what we're doing? Just a real quick check in because this is like our halfway point and we need to get at the pulse of folks if we're moving okay and we're doing the right thing. Thomas?

Thomas Rickert: Yes. I guess I have one concern moving forward. I mean there's a lot of work to be done but I don't mind working long hours. The - I think what we might need to do is talk about the responsibilities because that's something that we go back to over and over again and we're losing a lot of time with that. So let me come up with potentially a little bit two brave statements.

But why don't we take the boxes F ticked in the purpose overview matrix and say that where we ticked the boxes, that's only who is pursuing its purpose but that's the party that's responsible and take that as a starting point. We might revisit it later but that would mean that whenever we have three crosses, it would be joint controllers between registries, registrars and ICANN. Where we only have one cross, it's one party being the controller. Let's say we have one cross only with the registrars, then it would be something that's potentially out of scope for the temp spec.

So, you know, again this would be provisional but just so that, you know, Stephanie's and others' concerns are put at rest for the time being. Let's take that as a starting point and as we move through the other tables, let's confirm whether we got it right, whether we think that the responsibility as allocated in the purpose matrix was correct. Does that sound good?

(Gina): Can I just make sure that I understand your proposal? So you're saying in the purposes table...

Thomas Rickert: Sorry. This is Thomas again. We have been working on a purpose matrix so that's not the data elements matrix but the purpose matrix where we had the provisional purposes of section four, and then three, four rows, registry, registrar, ICANN, third party, and we said who's pursuing a certain interest or who's pursuing a certain purpose and let's take that table as the starting point for allocating responsibilities. So whenever there's a cross for a particular party, that would be the controller for that exercise.

David: Let me make a friendly amendment to your suggestion, Thomas, which is those Xs came in to this column on the sheets that you have printed out in front of you, okay? So instead of going backwards to a previous document, which is always kind of a dangerous exercise, take the document we have, which has a final column, this document, not the pretty colored one but the - this one, purposes by ICANN, in the final column, which is also pursued by, we could transform that into a responsibility and you guys need to put the language out there that's the appropriate language to use so we know what we're talking about, right?

So if it's a purpose pursued by, also pursued by, we're essentially saying that person is a controller, you need to give us the language that we're doing to make sure we're having that conversation.

Marika Konings: Yes thanks, David. This is Marika. And just as a little reminder, I should look at that document. There are a couple of places where party is in brackets and cursive. Again that was suggested by I think one or two groups that those would be indeed also parties that would be either responsible or having some responsibility or interest in that purpose, but that's not something that was confirmed yet. So I think as part of Thomas' discussion, especially probably those would need to be confirmed or clarified.

Benedict Addis: Hey. Does responsibilities have a specific meaning under GDPR and is it the same as controller or joint controller, or is it something different? You use the word responsibilities I think. Does it have a special meaning or does it - or is it equal to controller or joint controller if there's more than one?

Thomas Rickert: I'm not sure I understand but I think that, you know, where we are three crosses or where we put registry, registrar, and ICANN, they would be joint controllers for that matter. And where we only have one cross, it would be one party only being the controller for that.

Benedict Addis: That I understand. I didn't understand your use of the word responsibilities.



Thomas Rickert: Being a controller has a different responsibility than being the processor, so I think we would need that to validate the - I think it was on Page 6 of the temporary specification where, you know, the controller processor question was answered, and that's something that we also have to respond to according to our charter.

Benedict Addis: So with this matrix as it is we cannot tease out or we are not able - we don't have enough information to tease out the processor question, we just have enough, as it is at the moment, to look at - to debate controllers.

Thomas Rickert: Therefore the only controllers and then we would need to add the processor.

Benedict Addis: Thank you.

David: Okay.

Thomas Rickert: And I'm not saying it's correct, I just say let's take it as a starting point.

David: Okay. Great. So we can add that into our analysis and that gives us that extra layer of analysis which may help us on other questions and certainly will be useful going forward to have clarity on controller versus processor.

What other check in reflections do you all have? Do we need to soldier on, go forward? Georgios, did you want to add something in?

Georgios Tselentis: I just wanted a clarification. Georgios Tselentis from the GAC. Thomas, what you were asking I don't know to what extent refers also to what Stephanie was saying yesterday about accountability and if it so, I think you mentioned something about interests and accountability and I don't know there is - every time they overlap, if I understood you well. I'm not sure I understood you well because you mentioned parties that have interests, not

necessarily sure that accountability is necessary. I can understand that maybe there is an overlap but not necessarily one.

David: Briefly sure, yes.

Thomas Rickert: You're right, it might not be totally congruent but I think that chances are good that those who are claiming to pursue certain purposes will be the ones that have to assume responsibility for it. So it's a starting point for our discussion just so that the page is not empty.

David: Any other reflections about our midpoint check in? Hadia? And I really don't want to run further on this issue that Thomas has brought up. I'd like to close that down and move on to any other reflections that you would have on (unintelligible).

Hadia Elminiawi: Hadia Elminiawi for the record. I just wanted to clarify one thing that actually determining the controller will help with determining the lawful purpose under the GDPR because 6.1f talks about the legitimate interests of the controller. So if we know the controller, we can - it can actually help with the lawful purposes.

David: Great. Okay. Thank you. Any other reflections before we go forward? (Alex) and then (Mark).

(Alex): Yes, just on kind of reflections on where we are, like I think in terms of defining the purposes, we have a - we're on a good path and I think we made a lot of good progress, which is important because I think it's a foundation of everything we're going to do moving forward.

Within these documents, I think it's going to allow us to answer some of these important questions, right? B, question A, question B and perhaps a smattering of some of the other ones, but if you look at all the questions that we have to answer, there's still a lot of work to do, right?

David: Also gating questions.

(Alex): Well gating questions but even non-gating questions. There's just a lot there. So while I think we should feel good about what we've done, I think we just have to be realistic in understanding that there's still a lot more detail that we're going to have to agree to and define and put into this - into the report.

David: Yes. Thanks. Marc?

Marc Anderson: Thanks. Marc Anderson for the transcript. You know, I echo a little bit of what (Alex) said. You know, we have a lot of work in front of us and, you know, I'm optimistic that we've made progress on purposes. I think a lot of people when we talked about what victory looked like over these couple days, you know, making progress on purposes was important.

For me though I'm also, you know, it was important to me that we sort of a have a common understanding of what is the scope of this next deliverable, this report? And I noticed you mentioned something about...

David: Marika can make a presentation.

Marc Anderson: Marika's going to make a presentation on that, and I think that's important. Our deliverable, what that report is, what's going to be in it, you know, and coming, as (Alex) noted, we have a lot of things that we need to decide on to put into that report. I think that's really important as well. So I look forward to hearing what Marika has to say. No pressure.

But I think that's, you know, hearing how that goes and getting all of us on the same page as far as, you know, what is the scope of our work, what is our output going to be, what is in scope, what is out of scope, I think that's important. We should have that base common understanding when we get out of here.

David: Super. Okay. So let's do that. That's a great segue into Marika's thing and unless (Gina) you had something else you want to do?

(Gina): Yes. I just want to confirm are folks interested in hearing from the ICANN CEO at 4:30, taking like a 30-minute break? Okay. Yes, I wanted to confirm that. So do you want to take a break now? We'll come back and do the initial report or are we going straight to the initial? Okay. Okay so we're going to shift to the initial report outline and then maybe we'll take a break and regroup.

Marika Konings: Yes thanks. This is - oh, I think Kavouss wants to talk. Sorry. I don't know if it's about this or the previous part.

David: Kavouss, do you want to jump in just before Marika makes a little presentation?

Kavouss Arasteh: (Unintelligible) everybody to speak (unintelligible). One, that means (unintelligible). Second, (unintelligible). Thirdly, (unintelligible). I don't know why do people do not (unintelligible). David is speaking, monopolizing the microphone and does not care about the others. Please kindly no more talk unless you go to the AC. You must login and speak through that and you do not need to monopolize the floor. Thank you.

David: Okay, Kavouss. We heard most of that and I want to make sure we hear all of it. So please you can type that in email as well. It'd be great. Okay. Marika, do you want to give us a presentation about what we think this report needs to look like?

Marika Konings: Sure. Thank you very much, David. This is Marika for the record. So I very quickly put this together and have to say it hasn't been vetted yet with the chair or co-chair or even my staff colleagues but it's a bit of a staff perspective and I think as well based on experience on, you know, how we've

supported other groups and pulling their initial reports together but also looking at what the requirements are from the PDP manual.

So you actually here on the screen that's a copy and paste from the PDP manual. There are a number of requirements of what is expected to be provided in the initial report. So it's a quite a long list. I mean some of that of course staff could already start compiling. For example, the first two bullet points that's information that has already been posted on the wiki so it's fairly easy to link to that.

Of course the crux for you is probably bullet point three, the recommendations for policies, guidelines, best practices and other proposals to address this issue. This usually also comes with a statement of a level of consensus, but again that's something that has been approached in different ways by groups.

You know, sometimes they know that (unintelligible) public comments before making a final determination of consensus, but again it's an opportunity you - for you to indicate if there are areas where there is already, you know, formal consensus or areas where's there's actually disagreement or no consensus has been taken yet but you want to get the input from the broader community on that.

And then as well generally we kind of outline, you know, what was discussed and then how did the group get there. And then there is also expected to be accompanied with a statement on what you expect to be the impact of the proposed recommendations.

Then on the next slide, also for your information because I know that's also a question that comes up, you know, what do recommendations need to look like. And I know in this group, you know, people have asked are we supposed to produce a redline of the temporary specification, are we expected to

provide policy recommendations, you know, are we going to provide implementation guidelines.

And, at least from a staff perspective, all of that is on the table and I think, you know, hearing the discussion so far, the initial report is likely going to be a combination of all those elements because there probably won't be enough time to kind of really sort these issues out and put them in buckets. So it will likely be a combination of aspects.

For example the work you're now doing on the purposes as well as the work sheets, I think, you know, Kristina already suggested that, you know, those probably should be incorporated as an annex so that might be a specific recommendation of saying this is where we've answered some charter questions in relation to, you know, data that needs to be collected for the purposes that the group may agree on. But again that shouldn't prevent you either from including other recommendations.

I think there was already one recommendation that has put forward I believe in relation to accuracy. There may be others where there are more general recommendations that are maybe not specific new requirements for contracted parties but recommendations that you're either directing at, you know, ICANN Org or other groups or future work that you would like to take other groups to undertake.

So again I don't think you should feel yourself restricted in the form in which you put forward certain recommendations and, you know, I think at least that's how of course a charter is set up. Those recommendations are expected to be inspired by your responses to the charter questions as well as your review of the temporary specification.

So with that, you know, the ICANN 63 expectations because I think many of you have mentioned, you know, or that also part of course of the work plan that the sharing of a draft initial report by the ICANN meeting and I think we

all realize that the time for that is pretty short. But again from a staff expectation, you know, the main interest from the broader community is likely going to be on your recommendations.

So I think is, you know, of course what the group is working towards, you know, answering the charter questions and deriving from those, you know, what your basically recommending to be the follow or the next duration of a temporary specification or the new policy in that regard. So our expectation is that that would be the focus of your presentations and sharing with the broader community. They're likely less interested in the more administrative part of the initial report. But of course it may also be helpful to share in Barcelona what the community can expect with regards to the other parts of the report.

Of course this group has already produced quite some work and output, so some thought will need to go into how to package that and make it digestible as well for that are reviewing the report and initial period, comment period while at the same time of course making sure as well that people understand where recommendations are coming from and kind of showing the thread of how you ended up with your recommendations.

You know, of course an objective of doing that at ICANN 63 is to create awareness around the fact that, you know, the publication of the report is imminent and also warn people that, you know, the duration and I think I asked Berry currently it's foreseen for 40 days and we probably have very little margin to extend that. I know many groups often ask, you know, can we have a bit more time.

In many instances there's flexibility for that but the group may want to look at its work plan and see is there any flexibility and if not really make that clear upfront to the broader community that, you know, that's a hard deadline. So by that date comments will need to be in for the group to be able to review the input received and modify its report.

And then of course as well we have a number of meetings scheduled throughout ICANN 63 that then will also allow you to consider the output you have received and how you then factor that into the initial report. With regards to of course the content and, you know, I know some questions have already come up of, you know, certain things that you may want to spend more time on or you may want to ask specific questions to the community or maybe as well the data protection authorities.

Of course those are things you could also call out in your initial report. Specific questions you have I think in the charter foresees that this report should be shared with the EDPB. Of course there's no guarantee they will answer but my guess is the more specific you are and any questions you may have for them, you know, the more helpful they will likely be able to be.

Having said that, you know, the target date for publication is the 5th of November, so that's fairly shortly after the Barcelona meeting. I think from a staff perspective, we'll start on the rough outline. I mean we have a standard template that basically follows all those standard parts of the report so those are things that we can already start working on and also kind of start thinking how to integrate the other parts.

And again, we welcome your input in that report, you know, that we've used the DSIs as a way of kind of capturing all the information that has been provided to date, you know, linking parts of the temp spec with the charter questions. And the original thinking was that we would be able to integrate in those DSIs basically the responses to the charter questions and then as well the resulting recommendations from that so we'd be kind of contained in a, you know, one set of information.

But I think we probably need to see, you know, how that maps out and as well, you know, what it would mean for the length of the report because I think as you've seen, some of the DSIs have kind of gradually expanded and



are pretty lengthy. So they maybe serve as a reference material and we pull out responses to charter questions as well as the recommendations, as those are expected to be the main content of interest likely for the broader community.

So again I think that's a rough outline of what at least staff expects needs to happen and what a minimum needs to be included. You know, we're happy to start working on the outline for that and then as information or agreement is reached on certain aspects, the group is able to slot that in as that time is short for Barcelona so it may not be in a format yet that you're willing to wanting to share it with the group so you may also need to think about kind of how to frame where you're at and where you believe you have agreement or maybe preliminary agreement or questions that you want to share with the community to really use the time effectively in Barcelona to allow for publication shortly thereafter.

So I hope that is helpful and I'm happy to respond to any questions.

David: Great. So if there's questions let's do it. I have two questions, which is for this initial report, how much do you need to focus on all of these gating questions you have, the 50 or something questions you have? Is there an expectation around that? And the other is what you're presenting in Barcelona is it before or after your day-long meeting there?

Marika Konings: So this is Marika. Thanks, David. So my understanding is that the expectation is that there is a response to all the charter questions in that report. You know, response may also be well haven't gone there yet or saying well, you know, it's a question maybe we can deal with it later. Maybe it's not something - because again I think that's where the group has been talking as well, you know, what must be done by the delivery of the final report and are there any items that can wait or where someone else may need to do work on it.

So again I think it's a consideration for the group as well, which aspects they could say those elements are - do not necessarily need to be answered in that. And of course there's a part of work that will only happen after the gating questions, so specifically clarified in the charter, so that would only happen actually after those have been answered. So I don't want to - make sure that that is clear. It's not expected to cover everything in the charter, just those aspects focused on the temporary specification.

And to your other point, the day-long meeting is on Saturday. The high interest topic session is on Monday. So ideally of course there's already a clear idea of what you would like to share with the group on Monday but I think it's not unlikely that some of those items will actually be fleshed out during the Saturday whole day meeting.

David: Any questions for Marika and staff about this and about the report? I see some (unintelligible) for this. Yes? Okay. Stephanie?

Stephanie Perrin: Stephanie Perrin for the record. I'm sorry. I apologize if I missed this, Marika, but is that - that Saturday meeting is an open meeting, right? Other people can watch?

Marika Konings: Yes this is Marika. I think we've requested it as an open meeting but at least I think from the staff side the understanding is that it would run like we've run the council drafting team meetings. So the EPDP team is at the table; people can observe from the back. Of course it's up to you, you know, if there's specific questions you want people to provide input on or, you know, speak to. Of course it's up to the group to decide, but I think for the moment at least from the staff side we've assumed that it would be a working meeting with others in the room being able to listen in.

David: Great. Marc, is your thing up for a question? Marc Anderson? Okay. Great. Any other questions? Farzaneh?

Farzaneh Badii: Thank you. Farzaneh Badii speaking from NCSG. So thank you, Marika. I just like looking at the charter, the initial report means that there should be like it should include some aspect that has full consensus and also are we talking when you say initial report, are we talking about - are we going to issue an initial report at the end of October based on what the charter asks us to be included in the initial report? So are we going to talk about like what we fully agreed on, et cetera?

Marika Konings: This is Marika. I would need to double check the charter but my understanding is that that specifically refers to the final report and final recommendations. I think there where possible it's great if that's also included in the initial report but based on experience with recent groups, I think they usually either, you know, they don't want to spend the time to really go through that formal consensus call before they actually have the input or they, you know, they often prefer to kind of present it as preliminary recommendations that did not go through yet a formal consensus call so they have first have the opportunity to obtain input.

But of course ideally if you are in a position to say -- and it may not be in the form of a formal consensus call but in more of a descriptive manner -- saying well based on the conversation so far, you know, no objections have been raised, although, you know, no formal consensus call was taken either, so at least there's an indication from the community that, you know, the group seems to be comfortable with what's being put forward even though it hasn't been forward yet for a formal consensus call.

But again that's up to the group to decide. You know, if you think you're ready for a formal consensus call on many recommendations, of course, you know, that would be helpful to include. But as I said, due to the timing, I'm not sure if that's, you know, how feasible that's going to be.

David: Great. Okay, guys. I think it's time for a break. I think it's time to stretch our legs, get something to drink and come back in here in 15 minutes and we're

going to make a plan about how to keep moving on hopefully as efficiently as possible. We got a bunch of stuff to do so let's take a 15-minute break. We'll come back here. We'll work for a little bit. We'll have ICANN CEO in here at 4:30, okay? So have a good break folks, maybe go outside and get some fresh air, re-oxygenate.

END