

**ICANN
Transcription
EPDP Team F2F Meeting
Tuesday, 25 September 2018 at 22:15 UTC**

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Woman: Okay so for - is everybody ready? I know we're missing some folks but it okay, Terri, to start? Okay.

So we're going to do 30 minutes on letter E and then if we need to - if we need more time we'll send it back to the group. Then after we have time certain on letter E, we're going to break into small groups again for N, C and M. For group M, purpose M, it's just to resolve the issues that came up during the conversation. C needs to pick up from where they left off this morning. They needed more time, and then N is - the purpose has not been gone through the worksheet analysis process.

And then we also were thinking we might have a small group tee up the legal basis so we're going to go 30 minutes and then we're going to go into the small groups, okay? So we'll just see how it goes. We just kind of have some time benchmarked so that we can - because we're getting lower on time, okay, for the whole meeting.

So for letter E, we're going to hear from Marc A is going to summarize, and we have it up on the screen and you should have it either in your email or probably on the Adobe Connect.

Marc Anderson: Thank you. This is Marc Anderson and I was in the group looking at letter E, which everybody is to provide mechanisms for safeguarding registered name holders, registration data in the event of business or technical failure or other unavailability of a registry - a registrar or registry operator. So AKA this is the escrow purpose.

So we focused on escrow. We only made it through the registrar escrow so I'm just going to talk about registrar escrow. We think that's probably significant progress and there are maybe some lessons learned we can carry from the registrar conversation over to the registry discussion.

As far as our task, right, be clear what you're trying to accomplish, right? And so what we're trying to accomplish is we have a proposed purpose, the purpose I just read, and what we're doing is or what my group did was using the spreadsheet put together by staff from the work done by Farzi and Thomas, sort of evaluating, you know, does that purpose, you know, stand up to scrutiny.

And, you know, spoiler alert, we thought it did but we'll walk through sort of our rationale and some of our thinking as we went through it. You know, I also want to note, you know, this is listed as ICANN purpose - an ICANN purpose but, you know, unless you really haven't been paying attention, you know that I don't think it makes a whole lot of sense to look at that in terms of purpose of who. Instead it really makes sense to look at this in terms of the processing activity.

And, you know, this is the processing activity of escrowing data and why are you escrowing it to provide protection to the registered name holder in the event of business failure. This is business continuity. And so we sort of discussed, you know, would that hold up to a DPA and, you know, Stephanie is sort of our resident expert here on that, felt really confident that that's a purpose that DPAs understand and would be reasonably comfortable with.

Under lawfulness of processing, we went through the, you know, there are three listed here as possible purposes but we settled on 6.1b, necessary for the performance of the contract. Again, we felt that in the case of business continuity, as a registrant it's reasonable for the registrant to expect that there's continuity of service in the event of a technical or business failure in the case of a registrar in this example. And so we thought delivery or performance of the contract was a reasonable justification for escrowing the data.

We did discuss other, you know, we gave it a fair amount of discussion but I think, you know, there's agreement that delivery, you know, delivery of the service or performance of the contract made the most sense here.

Shifting gears, I want to look through the data elements and so we talked a little bit about the data elements and initially we didn't have any registrars representing us but (Matt) came to our rescue and bailed us out there. So thank you, (Matt). And with his help, we were able to talk through the fields to be collected and, you know, we came to a couple of conclusions, what's, you know, probably it should be a surprise to anyone sort of the Page 2 admin and technical fields, we cited weren't necessary for this particular purpose.

Again they might make sense for other purposes but for this purpose, they didn't make sense. So we removed those along with the name server field. This was sort of noted when tied up this particular purpose though is that under the registrant fields, the phone and email fields were not required and we, you know, we felt like they should be required, so we noted that.

And lastly there's a reseller field that, you know, currently is not listed as required, and again consulting with our registrar expert, you know, he felt that having the reseller field was important, keeping in mind that what this data is used for is in the event of a registrar failure, the - you know, ICANN will identify a new registrar to take over that role and that registrar has the task of establishing a new business relationship.

And so in cases where there is a reseller, having this field is critical to being able to establish a new business relationship. So we decided that phone, email, and reseller should be collected, or I should say - I should probably clarify that. We assumed that they were collected, we're talking about the processing activity, and that's the processing activity of escrowing the data. In this case that means the registrar delivering the escrow data to an escrow provider and in the event of a registrar failure, that escrow provider delivering it to the new registrar that's been identified to establish a new business relationship.

I'm getting some nods from my colleagues so I think I'm on the right track so far. Thank you. Looking through the questions that we had, the first one, you know, is, you know, if this is, you know, based on ICANN's contract is it lawful as tested against the GDPR and other laws? You know, again, you know, I mentioned at the top but, you know, I felt or, you know, deferring to Stephanie, you know, Stephanie indicated that there's a reasonable likelihood that a DPA would look at this and feel like the processing activity was justified and make sense.

We felt like this was consistent or not in violation of ICANN's bylaws. We did want to add something to the language in there. Berry, thank you for pulling that for us, but we wanted to add in a reference to Section 4.6 on there, so that's some additional language relevant to the bylaws on this purpose. My favorite topic, data required for purposes of whom, I'm just going to pass on that because I hate that field.

Is this processing activity necessary to achieve the purpose? You know, yes, we - you know, I think of, you know, sort of highlighted why this is necessary but the activity here is to, you know, is for in the event of a registrar failure, a new registrar is identified, you know, this data is necessary for the new registrar to be able to establish a business relationship with the registered name holder. So yes it's reasonably necessary and, you know, here again we

used the terms business continuity as, you know, sort of what it is we're providing, right? This is escrow there is to provide business continuity.

Section number 5, what did we do here? Data elements required to meet - sorry, I forgot what we did here. Oh thank you. Yes. So when we were talking about 5, you know, we had a real good conversation on number 5 because here we felt it's, you know, we had the conversation yesterday about the data processing agreements, and this has come up again today, but in order for this transfer of data from the registrar, the escrow provider, and then again back to the new escrow provider in the event of failure, there needs to be, you know, sufficient data processing agreements in place.

And so this was something we wanted to flag for the group, you know, as, you know, as something we may need to recommend that these escrow agreements be looked at. And also we had another conversation about when the new, you know, in the event of failure and a new registrar is identified, there may be, you know, we wanted to, you know, ask ICANN a little bit more how that process occurs because there may be some, you know, depending on the location of the registrar, there may be some cross-jurisdictional issues to consider.

You know, if you have, you know, if the failing registrar was in Europe for example and the new registrar identified was in the United States, that might raise some additional questions that may be really beyond our ability to answer in that small working group. So I think we noted that in question number nine at the bottom. Scroll down to nine and we say, you know, how and who ICANN choosing as a gaining registrar may have additional implications on the lawfulness and may be something that needs to be considered further.

All right. Back to number 6, publication - is publication required? No. It doesn't have anything to do with publications. We just left it at that. We didn't see any picket fence issues. And sort of the last one on here we had, you

know, (Kurt) mentioned this - referred to this a little bit earlier, we had a fun conversation about data retention here, which...

Woman: Fun?

Marc Anderson: Yes, I think everybody else has had fun with data retention as well but here under escrow, right, this is retention for a very specific purpose. And the, you know, your escrow file is only as good as the most recent one, and once your escrow file has been replaced by a new one, the old one no longer has any value whatsoever.

The - you know, we looked, you know, the current agreements I guess there's a little bit of a difference in the agreements. Berry can maybe correct me if I'm wrong here, but I think some of the - depending on what escrow agent you use, you may have a one-year retention and you may have an agreement that doesn't specify what the retention is. But our feeling is really there's no need for retention at all when it comes to escrow in that is once - as long as you have the almost recent and valid escrow deposit, any older escrow deposits serve no purpose and raise a whole bunch of questions as far as the registrant's ability or rights under GDPR to correct or remove processing of their data.

So, you know, the retention, you know, the retention again, you know, fun conversation for all of us but we felt there was no need to retain older escrow files once you have - as long as you have one, you know, one most recent good, valid escrow deposit of record.

So I'll turn it over to my group mates. Did I meet any - or did I miss anything or cover anything in accurately?

Woman: Stephanie, you want to add in, and Berry? Alex, are you in the group or you just have a question? Okay, I'll just add you to the queue. Go ahead. Yes?

Stephanie Perrin: Stephanie Perrin. Just my usual you have to keep it long enough to exercise registrant rights of access, the escrow data that you're talking about no later retaining.

Woman: Go ahead, Berry. Alan, are you in the - do you want to be in the queue?
Okay.

Berry Cobb: Berry Cobb for the record. Just two things. One, going back up to the ICANN bylaws area, as Marc mentioned, the inclusion of 4.6 is really just a last minute add. There's really a little bit more homework to be done around that because it's - 4.6 is more about reviews but it does have some text in that one provision about safeguarding of registrant data. So, you know, I think that that's nothing definitive there.

And secondly, just a little bit more clarity about the retention as it relates to the escrow provider. There are two sections within the escrow specification. One is for approved escrow of vendors, and it didn't appear that there's a provision about retention in there, whereas a registrar may choose to use a different provider. And in choosing a, I think the acronym is PPP, that there is this one-year retention period listed per the current agreements, but there seemed to be a general understand amongst the sub team that is that one year even necessary.

Woman: Thanks. Alex. And remember to say your name.

Alex Deacon: Thanks. Alex Deacon. So I was - I just had a question. I think it's great that we look at the data element fields kind of with our GDPR goggles on but I was just curious if (Matt) or someone, a registrar, I'm just curious how close is that list to the reality of what gets transferred today?

Woman: Can you help with that, (Matt)?

- Woman 2: Just a clarification, Alex. Did you mean the fields that we were suggesting?
The whole thing. Okay.
- (Matt): This is (Matt), sorry. Yes, I think it's pretty close. The other thing I'd point out is in addition to this data we're escrowing the underlying registrant data for names under privacy proxy as well. That's a 2013 RRA requirement (unintelligible).
- Woman: Okay did that answer that? Okay. (Kaitlin), were you going to say something?
- (Kaitlin): This is just a quick note that I'll be holding up cards about the minutes that we have left to the keep conversation going since we only 30 minutes blocked out. So if you see me holding something -- this isn't ready yet -- but when ten minutes are left, a ten minute will come up.
- Woman: Okay. Alan G? I've got Alan G, Alan W, Benedict and (Kaitlin). She just went. And (Margie).
- Alan Greenberg: Thank you. Three points. I thought I heard you say at the beginning that you see no reason to escrow the technical and admin data. Don't - won't the receiving registrar need that to repopulate their Whois?
- Marc Anderson: I'll take a crack on that. If any of my group mates want to correct me, they can. That's not the purpose. That's not what this particular purpose is. The purpose of this particular statement is to allow the gaining, you know, the gaining registrar in the event of failure to be able to establish a new business relationship.
- Now once that new business relationship is established then, you know, if there's a need for an admin technical contact under other purposes, they'll have to do that still, right? This is about - this is a very specific purpose. This is about in the event of failure, the new registrar needs to establish a new business relationship.

Alan Greenberg: I understand that but if we're transferring more than a dozen, you know, registrations or something, it's going to take time to do that and make contact with all of those and having those registrations without that data in that period of time doesn't sound like a really smart move.

Woman: I think Berry wants to clarify on that. Is it okay if we go to Berry? Go ahead.

Berry Cobb: Berry Cobb for the record. And just to note that the original population of this list is more or less kind of modeled off letter A. In terms of the actual escrow agreement, the admin and tech contacts are not listed in there currently. So we just kind of right-sized that list to what it is now. And since I do have the mic I'd just like to make one other quick point.

We still have other homework to do. There is still the registry escrow that we need to go through and I believe the registries are going to take on a homework assignment to help us decipher what's in that specification so we have a better understanding of what's escrowed, as well as (Ebero) as well. Thank you.

Woman: Thanks. Alan W?

Man: (Unintelligible)

Woman: Oh I'm sorry, Alan. Excuse me.

Alan Greenberg: Thank you. My second question was you were only talking about registrars and Berry just answered that question. Lastly on no retention, I've got lots and lots of scars over several decades of disasters and presuming that the one copy you have will work I think is always a really bad mistake and I would strongly suggest you want to retain something past the one copy.

Woman: Okay.

Marc Anderson: Yes. I'll first say the agreement requires two copies by the escrow provider but, you know, there's a requirement to validate it and, you know, you either have a valid backup or you don't, right? I mean three is better than two, four is better than three, ten is better than two. You either have a valid backup or you don't, Alan. It's not - this isn't a matter of adding more copies.

Alan Greenberg: We can talk about war stories some other time. Hard to imagine how bad things get sometimes.

Marc Anderson: I understand. You know, backup is easy, restore is where things get interesting but, you know, you either have a valid process for, you know, backing up data or you do not.

Woman: Alan W.

Alan Woods: Alan Woods for the record. Yes, my point was kind of mirroring there what other Alan was saying. I think we can look at this from a reasonable - I'll try that again - reason - no, no, no - a pragmatic point of view and that is that we could say that, you know, holding 30 days of that data might make sense in the grand scheme of things and I don't think a DPA would turn around and go, "No, you can't have that."

I genuinely think something like 30 days would probably be okay, or maybe 15 days, enough that you could get back a rollback if there was an issue with the initial escrow deposits. That's something we can discuss and agree. I mean I don't think we have to be slavishly saying that, you know, all you need. You can be reasonable in that.

Woman: Okay. I've got Benedict and (Margie) and I'd love for - to bring any suggestions to solve for the retention issue.

Benedict Addis: Benedict Addis. Marc, did I hear you say you're proposing to drop the name server from the Whois record? Great. (Unintelligible)

Marc Anderson: So maybe I should clarify. We're not talking about the Whois record, we're talking about what goes into escrow and there's no reason to escrow the name server record for the registrar.

Benedict Addis: Right. Can you help me understand why it was ever in there in the first place?

Marc Anderson: No.

Benedict Addis: I was just going to say in that case, Group A, I misled you on a technical point. There is no technical reason for name server to be in there and therefore I propose to you all that we also drop it from our requirement. We can talk about that separately.

Woman: Purpose A? For Purpose A to drop it? Okay.

Benedict Addis: Drop the name server.

Woman: Okay. (Margie) and then I think we need closure on whether or not we have no retention or maybe we do the ten days. But, (Margie)?

(Margie): I just wanted to follow up on (Matt)'s point that I think you actually have to add the fields that relate to privacy proxy because privacy proxy is part of Whois. It's just - they have different rules and so if it's being escrowed, I think it needs to be covered there. It's the underlying contact data. They're not actually those fields.

Woman: Thomas and then I'll come back to Alan G.

Thomas Rickert: So I don't know how this is technically set up but I think the duration question could probably be resolved by encrypting data so that even the escrow agent

can't exit it without the help of third parties with symmetric keypads, you know? So that might help the issue that Alan for that so Alan doesn't have to worry about, you know, backups being corrupt. So I think if we wanted to consider a concept whereby, you know, the second oldest backup is encrypted with let's say the public key that only the ICANN has or the registry or what have you, then they could retain it for much longer, I guess.

The other point, and I think we need to discuss it somewhere, but we have privacy by design as a requirement and I think we need to respond to the question why we are doing escrow both at the registrars as well as at the registry level. That's a design question. So maybe there's an easy answer to that that helps us justify that we escrow it in two places, but we need to speak to it somewhere. So I'm not sure whether somebody from this team has given this some thought already.

Woman: Can anyone respond to that? Oh, I know I have Dan in the queue but anyone want to respond to that particular question? Dan does? Okay.

Dan Halloran: Dan Halloran from ICANN Org. I think you'd be choosing which one as a single point of failure if you just escrowed one versus the other. This way it's two sets of data, a backup. That's a possible answer to that.

I was also getting in the queue - I think I heard a proposal to remove name servers from one of the records, which seems like that to me I mean as defined in the temp spec that's registration data that's collected by the registrar from the registrant and the domain's not going to work if they don't get name servers. It just won't be in the zone. At some point you have to collect name servers from the registrants and the registrars can grab it and put it in their database and then pass it up to the registry and then someone's got to probably escrow that, et cetera.

Woman: Benedict and Marc it sounds like.

Benedict Addis: Just to that, Dan, yes the name servers have to be collected. No, not for this purpose. They're collected for - to go in to be populated into the DNS, not the registration data system. They are literally like - they're like the appendix in a human being. It's a bit that some - nobody quite remembers why it's still there and it's not needed for any of the - either the purpose that we worked on, Purpose A, or in my understanding for Marc's - the one that Marc's just discussed.

Woman: Can we let Marc just also add into that before I come back to you, Dan? Marc, did you want to say anything else?

Marc Anderson: Yes. Basically it's not needed for this purpose, right? If you have, you know, this is an existing registration that already has name servers or not, right, allocation and activation. Let's assume it's an activated name, which means it has name servers associated with it. If that registrar fails, a new registrar is identified, that registrar is tasked with this data is to establish a new business relationship. But those name servers are already activated, right? There's - you know, they don't need to collect that data because that data already exists at the registry level, right? It has no - it serves no purpose in an escrow.

Woman: Okay, we're at five minutes for our 30-minute benchmark. Back to you, Dan, and I have (Margie). Is she - oh, okay.

Dan Halloran: We shifted between two different purposes. I think I mean it has to be collected in the first place so the registrant can use the domain name. I thought that was more what A was about. And then Benedict brought it the publication and the directory service, which I think is outside of what we're talking about here completely. We're just talking about the processing activity is collecting the data from the registered name holder from at the time of registration and one of the purposes of that is to - so that it can eventually be escrowed by somebody somewhere is how I understood the current example.

Woman: And can we just focus on E and - because A we need to go back to A so let's not confound E with A. So anyway, back to you. Or (Margie). I'm sorry, (Margie).

(Margie): I'm just trying to understand how - well why the DNS servers wouldn't be needed for escrow. I'm just trying to think it through. So I think I need more explanation.

Marc Anderson: Sure. So I guess this is specifically registrar escrow, right? So, you know, I think maybe if you're looking at, you know, escrow of everything, you know, that, you know, maybe if we had the registry conversation as well that would help, but we didn't have time to get to registry escrow. So if you're looking at for the purpose that we're trying to solve for, right, is, you know, is having a backup in the event of registrar failure, right?

The - recreating that business relationship from the registrar to the registrant does not require the new registrar to know the name servers. Those name servers are already activated with at the registry level. And so having it, you know, having it in escrow doesn't provide any value there.

(Margie): I guess it would be, if I could follow up, a redundancy thing. Like what if the registry and the registrar are related and both are failing. I mean, I don't know, it could happen, right? So I guess that's one of the questions I have.

Woman: (Yulf), go ahead and then I'll come to Alan G.

(Yulf): (Yulf) (unintelligible) for the record. Just to clarify that if the registrar or registry has failed, those name servers won't be working so knowing their address won't help you at all.

(Margie): So we use our own name servers at Facebook. We don't use the registrar's name servers so tell me how the, you know.

- (Yulf): Okay. But then that information is in the DNS system and you can get it from there whenever you want.
- Woman: Does that help, (Margie)? A little bit?
- (Margie): I think the redundancy is why I would encourage it to be in just in the off case that you have - because you're right, if they're independent and the registry's working then there's no issue but (unintelligible).
- Woman: Okay. Oh I'm sorry, excuse me. Alan G and then I think we're going to check in because we're at 30 minutes.
- Alan Greenberg: Thank you. Again on the same issue, it just seems practical to me that if the - a new registrar is going to have to take over the domain, they are eventually going to have to populate their own local database with some name servers, which means you're either going to have to get them from the zone file or the registry or from the registrant if and when you find that registrant.
- It's got to come from somewhere. Okay? It just seems easier if you include it in the escrow data and it's just there instead of having an extra step. It's not my business but it seems you're making what could be a simple thing complicated.
- Woman: Marc, can you try to bring this home on both the name server issue and the retention, make a suggestion?
- Marc Anderson: So I mean, I think Alan's point is, you know, we're maybe making a simple thing more - you know, of all the things to get hung up on, this is, you know, this is a minor one. You know, it's not PII or I guess you could argue that it could be but it's also necessary for delivery of the service, right? So, you know, I don't think it matters at the end of the day. A registrar though is going to get it either from the registry or the registrant, not from what's in the escrow. But if it's there, it doesn't break anything.

Woman: Okay. So we're going to keep - we're going to add name server back in on Purpose E and I know we need to revisit it on A, and what about the data retention? Marc, can you try to represent your group and make a suggestion on the data retention? The proposals that have been put forward is no retention needed, you've already got two copies by escrow with a valid backup and then another proposal that was put out was maybe 15 or 30 days, or encryption. Thank you.

Marc Anderson: Well yes, sure. So I mean I think it was, you know, it was fun for our group to talk about no retention whatsoever but there's a certain practicality there. You know, I think, you know, Alan and Thomas both, you know, talked about that, you know, having, you know, I can't speak for DPA but I don't think any of them would have heartburn over, you know, some amount of, you know, of retention there.

But, you know, I'll say the same point I said when I think it was Section A, you know, we have to have a why, right? So if we're going to say, you know, let's not have a 60-day, you know, because that was the first number that popped into Thomas' head just now. You know, we need to say, you know, we need, you know, a certain amount of overlapping, you know, for whatever reason. But.

You know, so having some level of that I think is, you know, is fine and nobody's going to have any heartburn over that. You know, maybe we can take it offline to come up with the exact timeframe and maybe some justification for that timeframe.

Woman: Okay. Does that sound okay for folks that there would be some data retention and people will try to think about the why so that there's a justification for that and then propose something back? Marc A, (Colin), anybody who cares about that want to just...

((Crosstalk))

Woman: The retention. Berry?

Berry Cobb: I was actually going to maybe ask if (Matt) can take it back to his registrar colleagues and get a better understanding if there's a requirement beyond that.

(Matt): Hold on. Sorry. So we're talking about retention by the escrow provider, correct, not by the registrar?

Berry Cobb: Let me backtrack. Somebody that actually deals with it instead of us policy wonks trying to create it out of thin air to get to the why. I think that's important. I don't know that our little group can really come up with the why it's been a year all this time.

(Matt): It might be a better question for ICANN the organization based on their experience with registrar failures. Dan, you're sort of maybe nodding yes. Okay.

Berry Cobb: I've deflected.

Alan Greenberg: The concept of asking someone who actually knows what they're talking about is interesting though.

Woman: Dan, so is that something that you - could you answer that now or do you need some time to think about that and come back?

Dan Halloran: That's going to be good to put that as like a written question to ICANN Org, why should escrow agents hold on to old deposits and for how long? And we can ask GDD. Yes, registry and registrar escrow agents. We require them to keep old deposits I think for a year, at least on the registry side. And we - yes, why?

Woman: Okay. All right. So is the staff noting that question so we can flag that in the notes? Okay. So the name server's back in. The other proposals from the group have been before you. Is there anyone who can't accept this purpose and data elements to move forward? Okay. Thank you so much. So it sounds like the registries' component of this still needs to be developed, and is there a plan for that?

Berry Cobb: This is Berry. I think Marc will kind of take the action to better translate the specification. I would say that in terms of getting this particular data elements exercise done is really no more difficult than the conversations we already had with the registrars. So I don't think we need to get it done for the face to face right away because I believe it's going to take some time to decipher that specification, but it will take the action to get it done.

Woman: Okay. So you're saying that should be an action item out of this meeting, it's not a face-to-face? Okay. All right. Thank you, Group E. That was great. So I think now we're going to shift gears and we're going to go into small groups. Do you want to organize this? And (David) will organize us for that.

(David): Great. Okay. So we're going to take a pause from the plenary here and for the next hour-plus we're going to slip back into small groups. We're going to have a group C, which I was up here working with before, needs some time to work through the question. So Group C will be up here. Again, you're welcome if you were in that group to come right back up. If you want to join that group, you're welcome to come join. So Group C will be back up in here.

In the back of the room where (Gina) was working with the group A folks, we're going to have a discussion on N. So if you remember from the - your thing - from your sheet here, N was the new one, right, that was suggested, right, about enabling validation. (Beth) is the new Kristina. Well said, well said.

Okay. Yes. Okay. Great. So we have that conversation will be going on in the back of this room. Yes? So we have N and C going on in here and then the other conversation is taking M, which we actually didn't get to fix everything. Remember, I kind of wore you out and it was only through like exhaustion you're like, "Sure, whatever." But I think there are issues in this and the M group needs to go back and figure out a few of these issues around the words exactly about how to be specific or not in the language. So there's some pending issues on M that need to get resolved. Okay?

And the legal basis is interesting there because legal basis is that sort of reoccurring challenge that we're having about how to understand (unintelligible). Would you like to comment on that?

Farzaneh Badii: Yes. Farzaneh from NCSG. I have really good news. I came up with this amazing language that will just, you know, eradicate any concern of anyone and I took it from the bylaws so I think - yes. So I can give you - yes. I can give you language for like (unintelligible) and stuff and then we have hopefully a good language. I can just put this in chat. But then the rest of the issues should be discussed.

But then also I just wanted to say these other issues that we want to discuss, we have to do a little bit of research and I don't think we can tackle them today really. Yes. So especially for the addition of those other acronyms like the PICs and dispute resolution and stuff like that.

(David): So I do have a quick question though. If you have language, I think that is important. Maybe it doesn't take you an hour but maybe it's important to test that out, and I don't want to do it right now in the group but maybe when we break out we can do that and folks can go in and see if we can nail down this language on M quickly. Okay? Right?

And so we're talking about M has the questions about how do we use the words in the purpose and how do we - how specific are we in the purpose

statement about listing all the different dispute resolution mechanisms. Two components to that. One, are we using the right words and does that have implications for the data that's being collected and processed? And what does it mean in terms of specificity whether you want to be naming all those things in the purpose line or not.

Those are things that didn't get fully resolved in the plenary so it's an opportunity to resolve them. Legal basis is also a thing that is one that you need more research. So I just want to check. Folks, there is something to do here now, right, even before you go home and do more research next week or whatever that is. There's something to be done. Yes. We're going to do that. M in the kitchen, sure. Great. M is back in the kitchen. All right. Okay. And that was the kitchen downstairs or upstairs? Downstairs. Okay.

So the last thing we're going to do is we'd like to pull together a handful of folks who want to do this conversation of really trying to tease out a legal basis conversation of understanding 1b versus 1f, 6.1b and 6.1f. Okay? And that's something that unfortunately we don't have Kristina in the room. Oh but we have (Beth). We've got (Beth). Okay.

And the reason that's an interesting conversation is to really get at those core concerns about why ICANN can or cannot be claiming a legal basis upon 6.1b, right, and how that may create issues and how to solve those issues. That's a little conversation that we're going to start right outside here. So (Kurt) can take you upstairs, right? So you're going to be large and in charge of this conversation, okay?

So just to reiterate, folks. What we're going to do is we're going to - and actually before I reiterate, Benedict, did you want to say something about how we're organizing ourselves right now?

Benedict Addis: No.

(David): Okay.

Benedict Addis: I need - but I do need to before we break out remind ourselves that the research purpose needs to be discussed, which we broke out and chatted about last night. So I put some language together and so things that - just a little background. We relied a lot on ICANN's commissioned report on things like Whois and accuracy in discussions. So this is a first party purpose, for ICANN's own purpose to do research on registration data.

It's different from third party access. It's different from contacting. It's different from escrow. It's different from all of these things. And it's got broad exemption within GDPR, and I can draft some language if - perhaps with you, Farzi?

Farzaneh Badii: Farzaneh Badii speaking. So I just want to know like what scope you are talking about like...

(David): I was going to suggest that that is something you work on together to work up some language, right, and then come back and then we can figure out all these (unintelligible). It's good that the two of you and/or others can develop some language and then we'll make some space tomorrow for that for sure. Okay? And if others want to be part of that - I see your hand going up, Hadia. Okay. Great. So thanks, Benedict.

But let's talk about how we're going to break up. Again C is going to be right back here, folks, with me. Back where A was back there is going to be a conversation about N, that new one with the new thing about enabling validation satisfaction or fulfillment, okay? (Kurt)'s going to be taking people upstairs to have this small conversation about teasing out our -- yes -- our legal basis, more broadly understanding ICANN's ability to cite 6.1b. Okay?

And then finally we're going to M back in the kitchen where you were before, trying to work on the things that don't require a lot of research but just can be

hammered out now that we were too tired before the break to actually make an informed decision. Okay. Great.

(Kurt), you want to mention something about legal basis before we take - we split up?

(Kurt): I just want to make a point that for legal basis I'd like Thomas to attend and Dan. It was requested that somebody from ICANN be there. (Lindsay), in this legal basis, either you or one of your registrar compadres.

Man: That would be me.

(Kurt): That's that. And then from the registry side we need somebody on the legal basis discussion.

(David): Great. Okay. All right, folks. So let's go ahead and get on our feet and figure out where we're going to go. Let's go and start this. Remember our sort of defining piece is in an hour from now we'll have the CEO coming in so, again, up here with me folks who want to keep working on C, right, which is the communication piece. In the back if you want to work on that new suggested one, right, N? Kitchen for M. Why don't you take this when you go?

END