

**ICANN
Transcription
New gTLD Subsequent Procedures PDP - Sub Group C
Thursday, 31 January 2019 at 15:00 UTC**

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Adobe Connect Recording: <https://participate.icann.org/p6zoauhcbf/>

Attendance is on wiki agenda page: <https://community.icann.org/x/2oIWBg>

The recordings and transcriptions of the calls are posted on the GNSO Master Calendar page <http://gnso.icann.org/en/group-activities/calendar>

Operator: And the recording has started. Thank you.

Unidentified Participant: Great. Thank you. Well good morning, good afternoon. Good evening, everyone. Welcome to the New gTLD Subsequent Procedures PDP Subgroup C call held on Thursday, the 31st of January, 2019. In the interest of time, there will be no roll call. Attendance will be taken by the Adobe Connect room. If you're only on the audio bridge at this time, could you please let yourself be known now? And I see no one on audio only.

I just want to remind all to please state your name before speaking for transcription purposes, and please keep your phones and microphones on mute when not speaking to avoid background noise. With this, I'll turn it back over to Michael Flemming. Please begin.

Michael Flemming: Good evening, everyone. Good morning, good afternoon. Today's skies are partially cloudy with a 100% chance of snow and the first snow of this winter, for Tokyo at least. Welcome to another episode of Subgroup C. And we are here today with the remaining topics of TLD rollout, as well as contractual compliance. Before we jump into this, I'm just going to reach out and see if anyone has any updates to their SOI that they'd like to share with us. Feel free to chime in or throw it in the chat.

And the link to the Google doc will be put in the chat momentarily. I could probably do it for you as well. Let's see who's faster, Steve or me. There we go. Ooh, I win. Okay, all right, so we will be starting with TLD rollout tonight, starting from the top. I'll be looking at the sheet. There will also be an attachment shown on the slide here. And I'll be looking at the sheet myself, so if you do have

questions, please wait till we get to a good stopping point, and we'll go ahead and -- I'll go ahead and check to see if there's any questions in the chat or if anyone has their hand raised.

All right, then with that, let's go ahead and get started. Oh, yes, Kathy says I'm now affiliated as a visiting fellow of the School of Communications of American University. Well, congratulations, Kathy. And it's nice to have the affiliation (ph). I also note that we have a guest, Collin Kurre. It looks like we have a guest. Collin is typing. So I'll let Colin finish and then we'll jump right into it.

We can come back to Collin if we need to. Oh, okay. Joining from the Cross Community Working Party on ICANN Human Rights. We're conducting research on PDPs to develop mechanisms for implementing Work Stream 2 recommendations. Well, thank you, Collin. Oh, we have -- I'm sorry my lack of recognition for that. Thank you very much, Collin. It's nice to have you. And we're very excited to have you with us. If you'd like to contribute, feel free (inaudible), free to do so.

All right, then, let's get kicked off at TLD rollout. Starting from 2.12.1, TLD rollout; this topic was discussed in Work Track 2. So I think I have a bit of the background information if we need it. First question, 2.12.1.c.1; the ICANN Organization should be responsible for meeting specific deadlines in the contracting and delegation processes. Both of these are supported by the Brand Registry Group, as well as the Registry Stakeholder Group, with the Registry Stakeholder Group (inaudible), allow flexibility for ICANN to extend the process for security, stability, and public interest subject to the SSAC, GAC and board. Good, good; all right. I think we can take this one as is. I don't see anything in the chat. So we'll continue to move on.

So next question is 2.12.1.c.2; Work Track 2 supports the timeframe set forth in the applicant guidebook and the base registry agreement. Namely one, that successful applicants continue to have nine months following the date of being notified that it successfully completed the evaluation process to enter into a (inaudible); and two, that registry operators must complete all testing procedures for delegation of the TLD into the approved zone within 12 months of the effective date of the registry agreement. In addition, extensions to those timeframes should continue to be available according to the same terms and conditions as they were allowed during the 2012 round.

In agreement with this, we have the BRG, the Brand Registry Group, as well as the Registry Stakeholder Group, just saying that no additional obligations for registries. The reason I jumped the ICANN Org one, because it is a concern one. The ICANN Org highlights concerns, stating that extensions in the 2012 round caused extensive delays and consumed significant program resources, and that the lack of a time limit for the launch of a gTLD created significant burdens and costs in ICANN operator assistance to support a number of activities that take place between delegation and launch. This impacts program financials and has a potential impact on the timing of closure of a round, depending on the criteria

used to close a round. So this does highlight concerns with the aspect of keeping things as they are. I note that we do take these concerns about the extension specifically and that it does highlight what it feels as a concern, but perhaps highlighting a problem, a solution also might have been suggested, but we don't have that. So do we take this as -- I think we can only take this as is. Is there anything that we need to highlight moving forward here?

Jeff, you have your hand up?

Jeff Neuman: Yeah, thanks, Michael. This is Jeff Neuman. And I think maybe it's just that we need to perhaps do a little bit more reading into the program review report. But I want to understand what they're talking about in terms of a delegation launch. I'm reading the language. It says, to support a number of activities that take place between delegation launch -- is it between delegation and launch? Usually between is between two things. Processing subcontractor changes and RSEP requests -- are they saying before the delegation testing? I'm just trying to figure out what exactly they mean. And again, it may be answered in the program report. But also if it's between delegation and launch, I want to know what they mean by launch. Thanks.

Michael Flemming: Thank you, Jeff. Can everybody hear me? Just making sure this microphone is switching back on and off when I want it to. It seems -- okay. So it looks like people can hear me. Okay. So Jeff, I agree with you with that. I think it's very important that we do reach out to them, perhaps, or we could take a look at the review to see if it is mentioning specifically on launch, or what the definition of launch they're referring to is. But not only that, but also perhaps reaching out to them about -- well, no; that last aspect on criteria for closing a round. I'm not sure if that's something we need to highlight specifically as well, or if we've actually even talked about that. But perhaps that's something we might want to bring up to discuss, if it's not already a topic for consideration, the aspect of how to define closing a round, since that seems to be highlighted here as well.

Kathy: Michael, this is Kathy.

Michael Flemming: Oh hi, Kathy. Please, please feel free to jump in.

Kathy: And thanks, I know I haven't participated in this Sub team. I've participated in some of the other sub teams, so I apologize for crashing. The question of closing a round has been a question with some of the other sub teams as well. I wasn't sure what kind of feedback you want. But there is a question whether you close the round after the technical operational pieces are done, or whether you close the round after the wave of objections and reviews and comments and changes. I mean closing a round, if we allow kind of the -- excuse the term -- infinite changes that that's what's being conceived in applications, the round could go on for a very, very long time. So I just wanted to raise that that I think closing the round gets much more complicated as we allow -- as proposals in other parts of the working group and other issues as proposals ponder many, many more

deeply substantive changes that think we need to keep the round open longer.
Thanks.

Michael Flemming: Thanks, Kathy. And as Jeff and Cheryl pointed out, that is being discussed through the main working group. My sincere apologies for missing that. I'm not myself these days. But indeed, that is an important matter to consider, and let's refer this to the group, as Jeff has stated. So it sounds like a good aspect to do so. And we will discuss this aspect itself in the main working group that comes around. So looking into the aspect of what defines a launch can be done so at that time.

All right, then, let us move forward to the next question. Oh, comment? Sorry. Anne, you have a comment. It looks as though they are saying that after the delegation they received a lot of requests from the registry for changes and subcontractors and RSEP requests, ways to modify the contract after it has been awarded. This is questionable in two ways; time consuming and staff costs, as well as the fact that the public may not be tracking at that point. Thank you for the comment, Anne. I think that is very good input to consider when looking at this. And we can continue to include that in there when we do go and look at how they are referring to launch in that aspect.

So let's move on to the next question. 2.12.1.e.1. One of the reasons the delegation deadline was put into place was to prevent the incidence of squatting/warehousing. Is this reason still applicable and/or relevant? Are other measures needed? If so, what measures and how will these measures address the issue?

Brand Registry Group is in agreement that delegation deadline is still effective in requirement. It does appear to be effective. No further requirements are needed. The Registry Stakeholder Group has two opposing views, probably from different members. One viewpoint is that the guidebook already contains sufficient measures to prevent such warehousing, including a reasonable delegation deadline. However, there are some that believe that tightening of existing restrictions against squatting/warehousing may be an option, so that more than a nic.tld is required to satisfy the requirement. Yeah, it just sounds like initial grace period, but they do raise the fact that whether, for example, .brand gTLDs should be treated differently in future rounds on this matter.

And I do think that the next question also deals with this. So let's put these two together before we ask ourselves if more clarity from them is needed or if what they're putting is fully understood. MarkMonitor supports the rationale, believing that future rounds could include flexibility for timelines. All right, then. Let's move on to 2.12.1.e.2.

Jim, I'm going to take that question right after I think these two really go together, so we can throw them there. But let me address that after we complete this next one. For the 2012 round, registry operators were required to complete the delegation process within 12 months from the effective date of the agreement.

This was the only requirement regarding the use of the TLD. Other than delegation, which includes the maintenance of the acquired .tld and a whois.nic.tld page, no other use of the TLD is required. Is the definition of use of a TLD from the 2012 round still appropriate or are adjustments needed? If you believe that adjustments are needed, what adjustments are necessary and why?

Brand Registry Group believes that the current rule requirements are sufficient. The Registrar Stakeholder Group believes that use generally means the ability for the public to register the domains. So in this aspect, it doesn't really apply to brands or closed TLDs. And they don't support requiring registration within 12 months to retain registry, but perhaps increase timing to first registration for five years. But this does not appear to pertain to those brands that are such as brands. And then the Registry Stakeholder Group looks at the definition as being appropriate, and saying that no further adjustments are required.

Now then, I think we can take that as a whole, as what is being stated here. I got two hands up. Jim was first in the chat, if I think. So I'll go with that first. Think about this question now. Do we really know this was the reason for the year deadline as opposed to the ICANN fees kicking in sooner? Rhetorical, I guess a finer point is did ICANN tell us that the one-year deadline is the purpose of preventing warehousing, or as a group did we come to that determination?

And I feel that I have two eager individuals that are looking to contribute and perhaps answer that question. So, Jim, let's -- I'll go to Kathy and then Jeff. So Kathy, please go ahead.

Kathy: Okay. This is Kathy. To Jim's point, that's a really good question. It goes way back to the beginning of the first round (inaudible) the one-year deadline. I thought it was to prevent warehousing that we didn't want lame delegation as a community. But also ICANN itself, there was kind of sense no lame delegations at the top level. But that's just my big recollection.

I had a question for Michael. Michael, you used an interesting phrase a few minutes ago, brands with closed TLDs. It doesn't apply to brands with closed TLDs, I think you said. And I wanted to know what a closed TLD was. I've never heard it said like that. Thanks.

Michael Flemming: My apologies, Kathy. It's rather late for me, and perhaps I used a term that was a bit-- I'm a bit loose-lipped at this hour. But by closed TLDs, please don't take me the wrong way. I'm not talking about closed generic or anything like that. I merely referring to TLDs that are more exclusive TLDs that perhaps might be a generic, but retain an exemption to the code of conduct, not requiring them to allow third parties to register the TLD. I do believe that these two can be lumped together, because in some instances some of those can now qualify as brand TLDs, because of cases or because of aspects regarding the trademarking requirements that ICANN has adopted for one to sign a brand registry agreement. That is what I was referring to in that regard. I'm not going anywhere near the aspect of a TLD being closed by its weird design, other than if it has

relation to acting exclusively. So I hope that answers your question, and I'm making any sense of this.

Good. I'm glad that's a good answer. Okay, Jeff, please go ahead.

Jeff Neuman:

Yeah, thanks. And I think with respect to -- sorry, this is Jeff Neuman. I think with respect to Jim's question, we probably need to do a little bit more research. I'm not sure when the one-year requirement was added. I know initially ICANN had its fees apply immediately. And then the registries asked for it not to kick in until after delegation. I can't remember if the year was in there before that request or after that. So we'll have to take that offline to figure out when that actually came in.

On this particular comment, on the registrar comment, I'm not sure it's divergence. They do seem to support or they don't have any opposition to the fact that you need to be delegated within 12 months. I think what they oppose is the notion of requiring any further use. So that seems to agree with our recommendation, as opposed to divert from that recommendation. They would oppose any -- it seems like they would oppose anything shorter than at or anything different from that in terms of a use. Then they say, we would suggest considering an increase to the time for first registration to five years for non-exempt TLDs. So that's a new idea. Thanks.

Michael Flemming:

Thanks for that highlight, Jeff. Thank you Jeff, for that highlight. And thank you for correcting all of us. I think I read that as well, same way. And I think the way it's worded can be a little bit confusing. And you are correct. It's marked as agreement. Now I see it's already corrected. All right then.

We do have one additional comment here that I think can be rolled in along with this topic of TLD rollout. This is a comment from Christopher Wilkinson that's probably not directly towards -- not raised as a public comment, but one rollout. It would be helpful to have information about how many new gTLDs have still not been implemented and why. For instance, after the 24 months allowed, it is not clear why extensions should continue to be available according to the same terms and conditions as they were allowed during the 2012 round.

In a related question, the work track was also careful to avoid drawing the conclusion that only having nic.tld registered constituted squatting or warehousing. Taken together, these two statements leave a strong impression that the work track wouldn't practice accept squatting and warehousing of new TLDs. Was that intended? If there has been unwanted behavior and a subsequent discussion suggests that there has been, then what might have expected rather more proactive approach discouraging such in the future?

So it's difficult to analyze this question without wanting to answer it. And I'm not going to answer it. But as it has been categorized, it is divergence, stating that not sure why extension should be available and suggest restrictions to discouraging squatting or warehousing. That is on the supposition of what has

been written post research. So I guess in this aspect it's suggesting research be done, but has already a supposition that if they are right that technically there is squatting going on.

I will switch back now to see -- okay, Anne. You have raised a question. And then Jeff, you have a question as well. But it looks like Anne's question first. We are still waiting for the list of TLDs from the 2012 round that are pending. Per Jeff, the list will be supplied hopefully soon. Jeff, what a coincidence you have your hand raised. Please go ahead.

Jeff Neuman: Yeah, thanks. This is Jeff. Anne, I hope to get an answer to that. We have a Subgroup A call and then after that we have a leadership call, so I hope to find out, to get a status of that list by then. So I don't have an answer for you now. But yes, we do need that list sooner rather than later. So that is on our action item list. And I will nail that down and have a response after our Subgroup A call and we have our leadership call.

My intervention actually was for a different reason. This Christopher Wilkinson comment, I actually don't view as divergence. I actually take his first point as a question. He said it's not clear why there are extensions. And so I think -- I mean I don't know. Obviously I'm not Christopher. But I think if there were changes to personnel, if applications took 3-4 years to get to that stage and there were new extensions of the agreement or whatever it is; I'm not sure if Christopher would necessarily oppose those. But we have to ask him. So at this point, I think we should just take it as a question, as opposed to divergence. And then I think with the comment --

Michael Flemming: Thanks, Jeff.

Jeff Neuman: Not that it's -- that's fine. Thanks.

Michael Flemming: Well, no. I was going to say that I would take it as question/concerns. Because I do feel that it's written in a concerned tone, versus -- it's -- I'm not going to dissect the question specifically. So let's just put as a concern, and sorry, Jeff. I think I cut you off, unless you're happy to let me continue. All right. I'm going to assume you're going to let me continue.

Jamie, you've written something. I'm about to read it now. But doesn't each application specify what they plan to do with the TLD? Does it seem fair that an applicant that plans to sit on the TLD get the right to operate it if they don't know what to do with it? With the contention, all PINs have a clear plan to use the TLD. Perhaps planned use and timelines should be a consideration in special contention sets.

Thank you for that comment, Jamie. And I think we're going to carry that over to the main working group to consider. So we have finished TLD rollout. Let's move on to contractual compliance. Alrighty then. Now, I will admit, I was in the middle

of eating supper very quickly while I was reviewing this. So if I stumble, you'll know why.

Okay, 2.12.3, contractual compliance, this was also discussed by Work Track 2. So I should have a fair advantage in this. 2.12.3.c.1, the work track believes that the foundational elements of the contractual compliance program put into place by ICANN, as well as the relevant provisions in the base registry agreement, have satisfied the requirements set forth in recommendation 17. That said, members of the work track believe that ICANN's contractual compliance department should publish more detailed data on the activities of the department and the nature of the complaint handled.

All right. So in agreement with this, we have BRG. We have INTA. We have Neustar supporting the recommendation. We have the Registry Stakeholder Group supporting further transparency here. And the IPC notes that additional data is welcome and suggests that the recommendation should be more detailed. So all these are in agreement, but likely they are pointing towards the fact that we need to have more of a detailed recommendation. So I think we can take that as is. Okay.

The caveats for registries and registrars are important to highlight. Let's see. Did I miss something? Oh, with the -- sorry. So the Registry Stakeholder Group pointed out that the registries support further transparency by ICANN contractual compliance, with the caveat that ICANN should continue to protect and not share information that would identify specific parties as subject to a compliance inquiry notice. Indeed, indeed; same as from Neustar.

All right then, are we comfortable to move on? I don't see -- oh, Justine says, I don't see ALAC's response in the spreadsheet. Am I missing something? I will turn that question over to Steve or other members of staff if something was left out.

So Steve, I think we highlighted the caveat aspect from the IPC. So Justine, we will -- staff will investigate. So apologies if something has been left out. We'll make sure to give it the appropriate attention that it deserves. ALAC does support -- thank you for that -- ALAC does support the preliminary recommendation.

Anne, you have your hand up. Please feel free to jump in.

Anne:

Yes, thank you. It's Anne for the transcript. And I think this question that we see in terms of a difference of opinions between INTA, for example, and registries about whether or not the commitments that are made that aren't specifically 11 or 12 or whether they should be in the registry agreement; INTA mentions safeguards and the types of TLDs that have eligibility requirements and whatnot. And what I'm really getting to is that that overall issue of whether those statements made in the application should be incorporated into the RA is something I think that the full working group should discuss.

Michael Flemming: Thanks, Anne, for that. I don't think we've reached that question yet. But oh, go on ahead.

Anne: Oh, I was just looking at the first two comments, which differ highly on this point. One was yeah, you could put them in the RA, but it should be optional. And the other one was, it should be in the RA and especially where safeguards are concerned. So it was really looking at that difference of opinion that caused me to make the comment that it--

Michael Flemming: Well, thank you, Anne. I was just saying, we haven't reached that question just yet.

Anne: Oh, I thought you were reading from that question. Sorry.

Michael Flemming: No, I was reading from question c.1, not a problem, not a problem. I get lost myself too. Would you be willing to restate what you were saying when we go through that, please?

Anne: Sure.

Michael Flemming: All right. Thank you very much. Thank you for your patience. So with that, Anne has given us a great invitation to move forward to the next question, 2.12.3.e.1. Oh, just before I do that, Steve has noted that all the ALAC comments are missing. Sincere apologies, Justine. We will bring those back to life and give them the proper attention they deserve.

They're being added in as we speak. So ALAC does support the last preliminary recommendation. But let's jump into 2.12.3.e.1, the work track noted that with the exception of a generic representation and warranty in section 1.3.a.1 of the registry agreement, specification 12 for communities and voluntary public interest commitments in specification 11 of the registry agreement, if any, there were no mechanisms in place to specifically include other application statements made by registry operators in their applications for the TLD. Should other statements, such as representations and/or commitments made by applicants be included in the registry operator's agreement? Sorry, there's an "s" in there. If so, please explain why you think these statements should be included. Would adherence to such statements be enforced by ICANN contractual compliance?

So again, Anne, you've brought us into this. But let me just go over the answers as much as we can in the allotted time that we have. As you stated originally, the content of these answers will be discussed by the full working group. We're here merely to look at making sure they're clear and can be considered as they are.

So the Brand Registry Group says that agreement that statements, representations, or comments made by the applicant could be included in the RA, but this should be optional, not mandatory. INTA says proposes options for ensuring that registries are held to the commitments made in their applications.

So they propose what appear to be two ideas relating to a manner of use require identification commitments carried through to contract.

I believe the majority of you can read through that yourselves. Just going through it really quickly, okay. Let's come back to this once we finish the rest, if necessary. Neustar does not support including other application statements in the registry operator agreements. The Registry Stakeholder Group says inclusion of these statements and representations must be optional, not mandatory. The IPC supports including statements and representations in the RA, especially with respect to rights protection mechanisms. And then Christopher Wilkinson highlights that contractual compliance (inaudible) of representations. He states that the document reports that the work track considered a proposal that all applicant representations should be included in the registry agreement and that there was no agreement in support of this. So this appears to be a rather weak conclusion, which might be queried at a later stage. So it seems that we just need to -- that this just needs to be reviewed on further, because no conclusion was reached at the current time.

The ALAC believes that other statements such as representations and our commitments made by applicants ought to be included in the RA. It's especially important if those statements prefer (ph) that of its internet end users. All right, then. So Anne, you did kick us off. Would you like to jump back in again?

Anne: Sure. Thanks. This is Anne again, for the transcript and I'll be brief. But I think what we see in these comments that there are actually two divergent views on whether or not the statements and representations in the application should be included in the registry agreement, and that's a pretty important matter that should be discussed at the full working group level. Thank you.

Michael Flemming: Thank you, Anne. And I agree myself. We are not here to discuss the contents specifically, but to measure for clarity purposes. And those will be carried over to the full working group. I have Kathy and then Jeff. Kathy, please go ahead.

Kathy: Great. Okay. This is Kathy. Hopefully you can hear me. Supporting what Anne said that there are two different views. (Inaudible) question, I think it will help the working group. But is -- when we're talking about the commitments in the application, the application -- let me use the exact language. The other application statements made by registry operators in their applications for the TLD, are we talking about the public portion of the application? And if the answer is no, they're not included in the registry agreement; are we saying that you can say something in the public portion of the application -- we embrace so-and-so, we're going to serve so-and-so, we're opening up so-and-so; and do exactly the opposite when you get to the agreement? And if so, what the heck is the purpose of the public comment? Thanks.

Michael Flemming: Thanks you, Kathy. As the -- yeah, so it does not -- at the current time, it is not required to carry the agreement, the application over into the agreement itself. However, applications are based upon -- sorry, well, what's the English

expression? They're evaluated on what's in the application itself, just to give an exact answer. But you raise a very fine point. Jeff, you have your hand raised as well. Please go ahead.

Jeff Neuman: Yeah, thanks. This is Jeff. I'd like to agree with your assessment that this should go to the full working group. I'd like to actually make another proposal as well, to add this to the discussion of when we talk about changes. This just seems like the two kind of go together, because one of the pri -- it seems to me from reading these comments, the primary opposition to including these seems to be what Neustar is saying, which is that there should be -- what I'm saying -- innovation and business development require flexibility. And so it should be flexibility. So I think grouping those in some sort of discussion together might be helpful. And then we would probably, to prepare for that discussion, send a note to each of the people that commented on this subject, and then ask them to consider the other side and provide a response to that. So for example, to Neustar and the registries that only say for optional; how do you deal with the situation where as Kathy said, the public is commenting on what the application says, assuming that's the way it's going to be used. And if it could be used in a completely different way, what's the point of public comments?

Hopefully I phrased that right, Kathy. But so anyway, group those two together; changes to the agreement and this issue here of what to include. Thanks.

Michael Flemming: Thanks, Jeff. And Justine, you raised a question to Jeff about to group under changes for discussion based on what grounds. I think I can kind of help answer that. These topics, contractual compliance as well as the registry agreement, go very well together. In fact, in some ways, it's questionable why a lot of times they have been split up until now. This question can easily be thrown in that topic, as well as the -- I'm sorry. It could easily be lumped together in that section. But we are just making sure that we put them together when we discuss them as Jeff has laid out.

Kathy, you've raised your hand again. Please feel free to take the floor. To go forward, the floor is yours.

Kathy: Sorry. (Inaudible) not needed. I actually put the question in the comments. But can we include NCSG in this round of additional discussions, even though there's a not a comment directly on point? The extensive comments of NCSG on comments, on objections, show a real interest in holding -- and concern about holding registries to their public representation. So I think we're clearly in this round. Thanks.

Michael Flemming: Thank you, Kathy, for that. I do believe each member is open to joining, of course, these discussions, as they are held in the main working group. Anne, you also raised a question that I am going to also direct it towards Jeff. If there are commitments made in the RSEP process, couldn't these be published and also included in the RA? I'm assuming they're (inaudible) approved. So if the comments -- sorry, if there's comments made in the RSEP process, can these be

included in the RA? So Anne, are you saying that in some ways the RSEP is -- well, it's an additional amendment to the existing contract. So the merits and what is committed within the RSEP itself should be reflected similarly, if we consider this question in the same way in the agreement? Anne, please go ahead.

Anne: Thanks, Michael. It's Anne for the transcript. Throughout our discussions in Work Track 4, we talked about there's a bit of a difference of opinion as to whether when making an application, the registry operator is required to disclose all the services that they intend to offer or not. And it was pointed out that there is this change process that's in place. And it was also pointed out that as a working group that we're recommending kind of a streamlining if you have a more or less standard by-the-book, no big issues raised application that since those take less time to process within ICANN, that they could potentially be fast-tracked or not. There was a little bit of debate on that. But the notion was if my application is simple, it takes less time to process and it costs the organization less to do.

And then there's this idea that you could have a business model that you don't necessarily want to disclose. So what you do is you put in an application that's standard. You get it processed quickly. It's basically fast-tracked, because it doesn't cost the organization much. And at that point in time, after delegation even potentially, but before launch you go into a change process, which doesn't really have necessarily the eyes on it in the public. But you're not disclosing your business plan that early. And so you then go into a change process. But if that change process is kind of more of a negotiation between and ICANN and the registry operator who already has the delegated TLD; that it's not as open to public scrutiny and that there clearly might not be any sort of -- I just don't know whether in the RSEP process the approval requires inserting -- the approvals are given, inserting the conditions into the RA. I'm assuming actually that it does and that if you get a change request and it's approved that there are contractual obligations that result for the registry operator who's applying for that change request.

Jeff can probably enlighten us on that point. And probably Jeff knows a whole lot more about how public that RSEP process is too. So it would be great to hear from him.

Jeff Neuman: Michael, is it okay if I jump in?

Cheryl Langdon-Orr: Just jump in, Jeff. Michael might be muted. Go ahead. It's Cheryl.

Jeff Neuman: Oh, okay. Yeah, so well the first thing is that we need to be careful about bringing things about the RSEP into this discussion, because of course RSEP is for any changes to an agreement, whether it's new TLD, old TLD, whatnot; and I don't think this should become a review of the RSEP. But the whole question here is, obviously if commitments, if the group decides that commitments made during the application process get inserted into the contract, then of course it would need to be through an RSEP that you would need to change it. But that

discussion -- that's the big "if" that we're talking about here in this question where it seems to be there is differing views. And so the way it is currently is the only question that asks you to define how you were going to, quote, "use a TLD" was question 18, which wasn't scored and wasn't included in your -- or registries agreement. So there is no need currently to do an RSEP, because there is nothing to change in the agreement, because nothing was included in the agreement in the first place.

But RSEPs are very, very slow, unless it's something very simple that's been done many times before. So if you wanted to, let's say, include a new IDN, a new language, and we've already rolled out 15 of them and you're just including a new one, you have the right language tables. That should pretty much fly through. But everything else -- and when I say "fly through" that's about two months. Everything else has taken a year or longer through the RSEP. So it's not exactly a fast process. And Jamie's right for communities, but that was also -- there was another question for communities, Jamie. That wasn't necessarily question 18, but it might have been, actually, now that I think about it.

But yes, for communities, it was included, because it became part of the scoring. And of course if you're going to be scored on that and rated on that, then those were included in the agreement, but any other obligations. So what we need to do when we have this full discussion with the entire working group is to get each side thinking about how we balance the two sides. How do we balance the -- well, it's actually three sides, really. How we balance the need for flexibility with the purpose of the public comments and objections and all that other stuff. And the third side is how do we also not -- ICANN does not want to be involved in content. So how do we balance all three of those? And I think that's the discussion that needs to take place with the full group. Thanks.

Michael Flemming: Thanks, Jeff. Can you hear me now?

Jeff Neuman: Yes.

Michael Flemming: Okay. So Anne's raised a very important comment, I believe, as well. I believe question 18 required that all services proposed to be offered to be disclosed in the application, push back on this in this working group, because some future applicants don't believe -- applicants don't necessarily want to disclose those plans in advance. They would rather get through the public scrutiny evaluation using a standard application and apply for changes later using RSEP.

I just want to make sure that we're not getting too much into the actual discussion in this aspect. I mean what I'm trying to say is let's do this at the full working group level, but let's make sure that we are -- it's because we've started about including and grouping certain topics for discussion, I think what Anne is trying to -- well what might be important here, to consider what Anne is talking about, is also grouping in the discussion of the RSEP along with that together, when that does take place. But let's -- I -- yeah, let's move over to this and finish this last tab, as Cheryl has pointed out. Okay.

All right. We've got just a few answers, with quite a few big answers. All right, so 2.12.3.e.2, a concern was raised in the CC2 comment from INTA about operational practices. Specifically, arbitrary and abusive pricing for premium domains targeting trademarks, the use of reserve names to circumvent sunrise and operating launch programs that differ materially from what was approved by ICANN. What evidence is there to support this assertion? If this was happening, what are some proposed mechanisms for addressing these issues? How do these the proposed mechanisms effectively address these issues?

So the first answer is INTA and they agree with INTA. I kind of like how that's written in the analysis, with a couple of concerns. So they provide evidence and examples of the operational practices. Quite a lot of content there, I'm not going to read all that out, considering the time that we have allowed. But noting that this is INTA giving further feedback to the question about INTA, I think it can be taken together and considered in the full working group, unless there's anything unclear, as the participants here today are able to distinguish, then I do not think it is necessary for us to get into the meat of the question.

And I don't see anyone raising their hand, so let me just move forward. Neustar diverges, saying -- well, it's marked as divergence. But they say they are not aware of any evidence that would support the assertion that these operational practices are being implemented. LEMARIT is in agreement, supporting regulations for domain names marked (ph) record, according to the TMCH and are part of a premium list. And for generic terms, with the record in the TMCH, to be released under auction and recommended -- are doing the limit of the allowed number of reserve names.

So they have -- they can use their own experience to push the aspect of how this as evidence, and we suggest not allowing non-generic terms which have a TMCH record to be part of a reserve name list. And in case generic germs, which have a record in the TMCH to release them under auction. On top of this we strongly recommend a limit of the allowed number of reserved names. And they highlight another answer that they have provided.

The Registry Stakeholder Group says that if there are specific concerns about these types of activities, (inaudible) existing mechanisms are sufficient to address them. And then the IPC provides an example and recommends that future applicants exercise discretion when assigning premium pricing to names. So that is their aspect, and they provide a specific example to this.

So, all right then. I think we have finished here. Is there anything that has been unclear in this?

Cheryl Langdon-Orr: Michael, just noting (inaudible) comments in chat.

Michael Flemming: Yes, I was just about to get to that. I was just about to get to that. Katherine has put forth, since we specifically asked for evidence, we should go back to

LEMARIT asking for their specific strings. Not sure if LEMARIT will provide that, considering that those are their clients. But I take also note when I'm putting my IPC hat on, and the example provided by the IPC, an example that actually I wrote that because of the nature of client relationship between the consultancy, it is very difficult to provide the actual string names.

I don't see anyone else raising their hand or looking for something in the chat, a bit of discussion going on about RSEP. I'm not going to read that out at this point. But if there is nothing further here, I'll ask if there is any other business, any OB?

I do just want to say, everyone, give yourself a huge pat on the back. Because we have finished our load of work. Our load of laundry is now aired and out to dry and will soon be folded by the whole working group. All right then, I hope perhaps there's something more that we can do with the time that this working group has, now that the others are still working. But maybe we can do something to move forward.

But I'll give everyone back two minutes of their day, and we'll discuss that at the leadership team, to see if there's anything else. If a call is necessary, we will send out an invitation. But in the meantime, I don't think we will require another one. But still, we'll send up an email about the next call. Anne, you have a final question? I'll give you the last word for this Subgroup C.

Anne: Yeah, just very quickly, Michael, it's just about there have been a couple of requests along the way. Could we designate things that are going to the full working group in either a different color, or in all caps, or something where with all these charts that we're all reading that we'll be able to see very clearly which issues are going to the full working group, if leadership could talk about that.

Michael Flemming: So Anne, everything is going to the full working group. Everything is going to the full working group.

Cheryl Langdon-Orr: Nothing will be held-- Anne, Cheryl here. Nothing gets held back from the full working group. The next task --

Anne: No. I don't mean something to be held back. But some things are noted as this needs to be discussed in the full working group. That some of them have been specifically noted that way. But you know, if you guys think that's wrong, that's fine. Just--

Cheryl Langdon-Orr: Anne, Anne, Cheryl Here. The next phase, as Jeff said in the chat, is we now will be summarizing where there is wholesale agreement with a hypothesis or proposal, we will bundle that together. Where there is diversion points and new ideas, et cetera, et cetera, et cetera. And we will color code, absolutely. And all of that you will also be asked to double-check and review before it is taken to the full working group in a slightly more expeditable and palatable form, so that we don't spend the same amount of time in the full working group making sure everything is accurately reported, recorded, and understood. So the clustering of

things together exercise is the next phase. And when we then take this through to the full working group, it should make their job easier.

But there are a few things right now that we've identified on the way through. And I believe that's what you're referring to that just need to -- and are already from other sub teams certainly just being discussed already in the full working group as standalone questions. Our group hasn't had very many of those. In fact, I'm struggling to remember any of them. But certainly all of them we'll be going through, more or less annotated or more or less clustered together to make the job easier. Okay?

Michael Flemming: Thanks, Cheryl. I think Anne actually left the room. But that was a good clarification point for everyone here. I couldn't have said it better myself. So that's it. Thank you, everyone, for the time that you've put together with us. And yeah, thank you, and we look forward to spending more time with you in the full working group. For now, that's the end of "What's my Line" -- no sorry, not "What's my Line," Subgroup C. All right, thank you very much. Have a great time.

Cheryl Langdon-Orr: Bye, everyone. Thanks, Michael.

Unidentified Participant: Thanks, Michael. This meeting is adjourned. You can disconnect.