

ICANN Transcription
Privacy and Proxy Services Accreditation Issues PDP WG
Tuesday 27 January 2015 at 1500 UTC

Note: The following is the output of transcribing from an audio recording of Privacy and Proxy Services Accreditation Issues PDP WG call on the Tuesday 27 January 2015 at 15:00 UTC. Although the transcription is largely accurate, in some cases it is incomplete or inaccurate due to inaudible passages or transcription errors. It is posted as an aid to understanding the proceedings at the meeting, but should not be treated as an authoritative record.

The audio is also available at:

<http://audio.icann.org/gnso/gnso-ppsa-27jan15-en.mp3>

Attendees:

Frank Michlick – Individual
Justin Macy - BC
Val Sherman – IPC
Griffin Barnett – IPC
Kathy Kleiman – NCSG
Darcy Southwell – RrSG
Todd Williams – IPC
David Heasley - IPC
Chris Pelling - RrSG
Steve Metalitz - IPC
Graeme Bunton – RrSG
Luc Seufer – RrSG
Don Blumenthal – RySG
Jim Bikoff - IPC
Michele Neylon- RrSG
Osvaldo Novoa – ISPCP
Holly Raiche – ALAC
James Bladel – RrSG
Theo Geurts – RrSG
Paul McGracy – IPC
Vicky Scheckler – IPC
Kiran Malancharuvil – IPC
David Cake – NCSG
Volker Greimann – RrSG

Apologies :

Carlton Samuels – ALAC
Sarah Wyld – RrSG

Christian Dawson – ISPCP
Alex Deacon –IPC
Mary Wong - Staff

ICANN staff:
Marika Konings
Daniela Andela
Terri Agnew

Coordinator: Good morning, good afternoon and good evening. This is the PPSAI Working Group Call on the 27th of January 2015. On the call today we have Graeme Bunton, Justin Macy, Steve Metalitz, Holly Raiche, Theo Geurts, Val Sherman, Chris Pelling, Michele Neylon, James Bladel, Frank Michlick ,Don Blumenthal, Todd Williams, David Heasley, Griffin Barnett, Jim Bikoff, Paul McGrady, Kathy Kleinman, Darcy Southwell and Osvaldo Novoa.

We have apologies from Carlton Samuels, Christian Dawson, Sarah Wyld, Alex Deacon and Mary Wong. From staff we have Marika Konings and Danielle Andela and myself Terri Agnew.

I would like to remind all participants to please state your name before speaking for transcription purposes. Thank you very much and back over to you Don.

Man: Mute button.

Don Blumenthal: Thanks Terri. Well, I think I'll actually last through this entire call, which would be a nice change. First as usual, a reminder for people to update your SOIs online if you need to.

We don't need to discuss them on the call itself but it's important to keep them up to date for people who do check them - who do take a look at us and see what we're doing and see if there are any conflicts or whatever.

I think we're going to do our best to get through the Executive Summary today. I don't think - well no. Category F is listed on the agenda. We're close to being able to discuss it but not quite there.

A group from the IPC and registrars has been looking for - looking at some wording that would be agreeable to both - has a working document (of ICANN - say) agreeable to both is not necessarily accurate but at least something that's almost ready to put into the mix for discussion and possibly inclusion in our draft report.

I'm hoping we can focus on that assuming we have a call next Tuesday. I don't think that many of us will be traveling yet. And I'm the earliest from PIR and I'm not leaving till Wednesday. I would hope we have enough critical mass for attendance - enough critical mass to go ahead with the call next week.

It'll put us at a nice point of at least having gone through the report or at least gone through the Executive Summary and having a full draft document to be working with, not (releasing) but at least working with us - working that's going forward at Singapore and beyond.

We're going to reverse the order a little bit here. I think we need to do some planning for Singapore. So I want to do that just to make sure we can do it. And then reserve the rest of the time for continuing on from I guess 1.3.1 in the Executive Summary I believe is where we left off last time according to Mary.

We've got the time slot - our usual time slot on Wednesday. A little bit more reasonable hour this time unless it gets changed, which happened in Los Angeles.

I don't know how much we'll be able to get accomplished in terms of a working meeting. There are a lot of conflicts across the board this year

between sessions that are going to be of interest - between multiple sessions it'll be of interest to one group.

Yes. There are two technical sessions running up against each other at some point to see - well, I'm not going to go through the whole list. But the fact is this is going to be a - not surprise I think. The focus here will be IANA. And we've got at least one IANA session up against us. We've got some others I think are of likely interest to working group members.

So I'm not sure what our attendance will be. However, we should be looking at least to some substantive area we can discuss. And as usual, start with introductions - the members of the working group who are present. And leave time for questions from the audience.

So let me open it up to see if there are any thoughts on how we should approach our open meeting if there's anything different we might do. It's always boring to do the same thing over and over but - oh, cool. Can I watch Michele?

Michele Neylon: It's a closed meeting. Sorry. But I would be more than happy to let you sit in the corner if you want to. No problem.

Don Blumenthal: Oh, appreciate it. Okay. Maybe I won't be on the call after all. Got to stop reading the chat. Anyway, we do the same thing each time and seems like a logical model to me. But I thought I'd toss it out to see if there are any thoughts on other ways we might approach things or specific topics to address. Kathy.

Kathy Kleinman: Hi Don. Hi all. Actually I wanted to comment on something earlier that was said. Is that okay? I raised my hand a while ago.

Don Blumenthal: I'm sorry. I did not see that. Yes.

Kathy Kleinman: Okay. And it has to do with the draft that you were talking about that some members of the group might have been working on I think about reveal. And I'm just concerned that there's something floating around that may have a lot of text, a lot of procedures and that a lot of people on the call haven't seen.

So just raising the warning that this is - I mean of concern about that. That one day may not be enough to discuss it. And then there may be some serious work involved. But it sounds like only a small subset of people have seen it. So I just wanted to raise that concern. Thanks. And I'm thinking about what to do with the meeting in Singapore, so. I'll raise my hand later about that.

Don Blumenthal: Okay. There is a - there is text floating around. It needs some work. I expect there will be some more work on it this week. We'll put it out there. We'll see how much is feasible to tackle next week and what isn't.

Kathy Kleinman: But Don, only a few people are working on it and everybody should work...

Don Blumenthal: I - Kathy, I understand that.

((Crosstalk))

Kathy Kleinman: ...don't normally do things behind closed doors like that.

Don Blumenthal: Kathy, we've done that all along in the working groups. That is a certain topic for individuals to work on and then report to the group. That's what's happening here. It will be distributed to the entire group for comment when it's ready. We're not going to just put it in the report and move on from there. I'm hoping we'll have something to distribute at the end of this week.

But this was a topic that we agreed way back when what this group would work on and then report something out for the working group to look at. Any

other concerns about how we're handling Topic F or (stuff) about how we should work on Singapore?

Okay. We'll work on topics as we go along. Excuse me. We'll work on topics as we go along. There's nothing we have to cast in stone until the last minute I don't think on that subject. If folks have different ideas for just how to conduct the meeting, that'll be great. Again, doing something different as always - is always useful.

Why don't we go back to 1.3.1 and just - I'm going to be going on (here) very frequently for throat clearing. Just if I drop out for unexpectedly that's why. Mary, if you could pick up and this is just one of the downsides of not actually conducting the call last week - I think Mary or Steve - point out exactly where we left off in (prelim) conclusions, I'd appreciate it.

Marika Konings: This is Marika. Mary's not on the call today.

Don Blumenthal: Mary's not on the call. I'm sorry.

Marika Konings: And I wasn't on last week's meeting.

Don Blumenthal: Right.

Marika Konings: But I think Mary's note suggested that she made changes to I think 1.3.1, 1.3.2 and 1.3.3. So I'm assuming that's where you all left off. But I see that Steve has raised his hand so I hope he's coming to the rescue.

Steve Metalitz: Yes. This is Steve. I think that the last section that we talked about was 17 - was .17 under 1.3.1.

Don Blumenthal: That's right. I'm sorry.

Steve Metalitz: I think is around Page 10 or something. I'm sure the pagination is the same on all these things. But...

Don Blumenthal: Steve, it's real hard - really difficult to hear you. I'm sorry.

Steve Metalitz: I'm sorry. Okay. I think 17 was the last point we talked about under 1.3.1. It's at the bottom of Page 10. But I think Holly had raised a question on the list about 15...

Don Blumenthal: Yes.

Steve Metalitz: ...which we could - which we could turn to.

Don Blumenthal: Yes. I had noted that and figure we were past there but didn't remember exactly where.

Steve Metalitz: (Unintelligible) 17.

Don Blumenthal: Holly, if you could just mention that for folks who have not kept up with the - with email, I'd appreciate it.

Holly Raiche: That's fine. It's Holly Raiche for the record. I noted in the language, and it's probably the language not just in 1.3.1. But in discussing the idea of publication we used the term reveal. We used reveal and publication in the same breath. And that makes it very confusion because we've been really, really careful with using reveal to mean a particular thing.

And by putting that into another sentence, we really confuse ourselves and certainly the confused reader. So I was thinking about - thinking what we possibly need is some kind of definition section that say reveal means this, publication means this and then use the terms really carefully because okay, I'm clear that this is a first draft.

But when I started to read through, I wanted to make a lot of other comments, which at the - (unintelligible). But the language itself needs cleaning up because it's not clear. Thank you.

Don Blumenthal: Yes. I definitely see the point. I think Kathy also posted in agreement - posted that she agreed in the chat - not in the chat; in email. Yes. And saying publication means the reveal and disclosure means reveal kinds of gets circular and confusing. You're absolutely right.

The most - the cleanest word that comes to me also gets circular because I would look at this and say publication means the disclosure but then disclosure means the disclosure is kind of sloppy too.

I'm willing to entertain thoughts for rewording now or we can just address that in the review and drafting stage before we distribute. Anybody have any thoughts on how to clean this up?

Steve Metalitz: Don, you got a couple hands in the queue there.

Don Blumenthal: Yes. Yes. Just - I was in one of my throat clearing things. Steve.

Steve Metalitz: Yes. This is Steve Metalitz. I didn't think this was confusing but obviously if others did then we need to attend to it. I think we're using reveal as a generic term and there are two species. One is publication, which is revealing in the Whois system to the world. And the other is disclosure, which is revealing to the party that requests the contact details.

That's was 15 says. So and I think that - I think we obviously need to be consistent throughout. Kathy has suggested to taking out reveal and using two other words, announcement and sharing. If that - if people think that's clearer, I'm okay with that.

But I think we have made an effort to be more precise in how we are handling this topic. And reveal covers both publishing to the world and disclosing to an - to a single requestor. That's what we're trying to get at in 15 here. But if people think we could improve that, I'm certainly open to it. Thanks.

Don Blumenthal: Okay. I've got a thought on how to maybe work on that. But let's go down the list first. Holly, is that a...

Holly Raiche: Yes. That's a new hand.

Don Blumenthal: Sure. Okay.

Holly Riache: Thank you Steve. I didn't realize that we were using the word reveal in two ways and it perhaps underlines my point. That's why we actually need some kind of glossary to say this is what we're doing.

Now in the EWG report there was very careful use of language and maybe we should go to that report and pick out some of the language so that there is consistency across reports. But we need to agree on the language and clearly just haven't done so now. Thanks.

Don Blumenthal: Okay. A glossary is sort of in the way I was heading. So appreciate that. Michele.

Michele Neylon: Oh, thanks. Michele for the record. And fully supporting what Holly's been saying. You know, the problem with any policy development work is those of us who were involved in it closely can have a very good understanding of exactly what we're talking about but somebody else who picks up the report unless you give some clear guidance as to what exactly we mean when we use a particular term, they're probably going to - well, not probably.

Let's just say there was a high risk that they will misunderstand or misinterpret the terminology within the context of that. And I think you're

providing a clear simple glossary with this would make it easier for people to access the report and be able to comment on it and with proper knowledge. Thank you.

Don Blumenthal: Yes. I see the point and I'm also wondering if maybe just putting a - keeping reveal - the word reveal in those two definitions works if we put a definition of reveal right before it. And that'll just link the - that'll link the concepts directly without people even having to check separately for a glossary while reading executive report anyway. Glossary to me is more for the really serious folks who actually are going to read the entire document. Paul.

Paul McGrady: I was actually going to suggest that we do a definition section towards the front on these terms that we want to be precise about.

Don Blumenthal: Okay. Let's work on for an option as we prepare the final draft version of the report. Anything else on 15 here? Okay. We've gotten up to - we've gotten up to accredited providers. I think if I remember correctly, we stopped in the middle of that. Okay. Just - all right. I can talk again.

You know, we had focused just in - on the basic requirement there and publishing terms of service. Are there any specific provisions in here that we need to clarify or expand on in terms of what should be in terms of service? Okay. Yes. Steve, okay. I'll take that that we got through. I had thought we had stopped particularly - I thought we had stopped before the final provision. But okay. I don't see any hands so we'll move on.

Okay. Number 18 that the accreditation program require providers to have a link to a request form or specific criteria. Any - okay. I can read it out loud. That's right. There are people who might not be looking at the Adobe Connect or might not be able to look at the document that Mary sent out. I'm responding to Kathy's suggestion in chat.

ICANN's accreditation program must include a requirement for all accredited providers to include on their Web sites and in all publications or disclosure related policies and documents a link to a -- this is in brackets -- standardized request form. Question 1. Do we want to have a standardized one? Or an equivalent list of specific criteria that the provider requires in order to comply with such requests.

Kathy's really looking to make me test how well I can talk today. I appreciate it. Obviously first question there is whether we do want to suggest a - that there be a standardized request form. Michele.

Michele Neylon: Thanks Don. Michele for the record. I can see that causing problems to be honest Don. I think standardizing elements that might be one thing but now I look at, you know, the number of different ways, the different registrars, different companies handle things trying to force a standardized form down people's throats would probably have more of a negative impact for the positive one or would actually get in the way of people being able to respond.

You know, I mean we use (End Desk). I know other people use (Kiapco). Other people use proprietary solutions on how, you know, how you integrate that into forms on your Web site, seems that can vary quite a bit. So I'd be - I'd err on the side of caution with that one. Thanks.

Don Blumenthal: Okay. Any other - Kathy.

Kathy Kleinman: Yes. Coming off mute. I think also we might want to move toward standardized. There may be some standardized aspects of the request. But country to country, proxy privacy provider to proxy privacy provider over the course of our discussions we've already heard about differences for reveal under national law, under other types of requirements.

Different proxy providers will have different standards. So they may want to reflect that. Proxy privacy providers may want to reflect that in the form. And

then the presentation will be different whether it's an email or a Web. So yes, the standardized word may not fit here. Thanks Don.

Don Blumenthal: Okay. I appreciate that. Bouncing from raised hands and in the chat and remembering that anything we need in the Executive Summary will probably have to be reflected in the full text.

But let me just suggest deleting standardized. That request form I think we want to stay with a list of, you know, minimum list of criteria and then we could add those here. I don't know. We have to fill it all out here. But I'm just raising that as a possibility - just a request form and then list a minimum set of - bits of information that have to be included. Michele.

Michele Neylon: Yes. I think speaking about elements makes more sense to me. I mean also as well, you know, Kathy's looking at it from a legalistic perspective. But, you know, under various national laws you may be required to do certain things in a particular way.

I mean the thing if you look at ICANN policy and ICANN contract where ICANN has been mandating specific templates to be used, you know, it ends up causing issues. Thus meaning you end up with a scenario where the way it's worded if for example, 90% of my customer base speaks Italian, I still have to send them a load of notices in English because the stupid contract is so inflexible that a mandate is.

I can send a translation as well. But, you know, why on earth would my Italian speaking clients care about for stuff being sent to them in a language they don't speak?

So I think the element aspect makes more sense to me. And we've also seen issues in other aspects of the contract where, you know, mandating the order of elements seems to have led to unexpected consequences.

So for example, I can see, you know, certain there's been issues with the positioning of certain email addresses leading to a massive increase in abuse reports that were completely frivolous in nature. So just, you know, be - you have to be careful how you do these things.

Don Blumenthal: Yes. I understand that completely from experience. Okay. Well I guess we can edit this language. And then again, this is an Executive Summary. So perhaps as we look at the full draft, we could add specific items in the body. Feel free to send recommendations. Put recommendations in the chat or through email though.

Let's move on to 19 on accreditation. Item 1. May short circuit. No - I won't. Item 1. Privacy proxy customers should be notified prior to de-accreditation of a provider to enable them to make alternate arrangements. One possible time in which to do so might be when compliance sends breach notices to the provider. Those customers would then be put on notice as is done for registrar - de-accreditation.

Point 1. Other privacy proxy providers should also be notified to enable interested providers to indicate if they wish to become the gaining provider, again, as is done for registrars.

Point 3. All notifications are to be published on the ICANN Web site. It's just a wording thing. I don't know if we need the parenthetical with each item.

Item 4. ID accredited providers should have the opportunity to find a gaining provider to work with.

Item 5. A graduated response approach to the accreditation should be explored Set (series) have received notices up to three with escalating sanctions with the final recourse being the accreditation).

Item 6. And this is in brackets. [Customers should be able to choose it's new proxy privacy provider].

The last item. The next review of the (IRTP) should include an analysis of the impact on privacy proxy customers. To ensure that adequate safe guards are in place -- with regards to Proxy Privacy Protections -- when domain names are transferred pursuing to an (IRTP) process.

Got a lot there. Hoping everybody followed -- at least -- as I read. Or through the document. I made a minor editorial comment. But are there any other thoughts on what we should - on what there is to address there? I guess one item -- in particular -- is an entire point is bracketed. We'll probably discuss -- a little bit -- about whether customer should be able to choose their own providers.

Kathy Kleinman: Hey Don. It's Kathy.

Don Blumenthal: Oh. Sorry. Don't see your hand there. Okay. Go ahead.

Kathy Kleinman: The bracketed. Who's the bracketed one? I think -- maybe -- we can take it out of brackets and -- perhaps -- qualify it where timing allows. - Obviously privacy customers should be able to change their proxy privacy provider.

Don Blumenthal: Should be able to change or choose?

Kathy Kleinman: Choose.

Don Blumenthal: Okay.

Kathy Kleinman: But -- in this case change. Right? Because there's a problem. So that ability to change -- in light of the problem with the -- privacy provider.

Don Blumenthal: Okay. Well. Let me just follow up briefly. Is there - do we generally having issues with the ability to change? Or is this point -- more in the context of -- being able to opt out of any reassignment. And say "no, I want my own provider. My own new provider."

Kathy Kleinman: I think it's both. So you have a due accreditation process. And -- in some cases -- it may be it's an escalation process. But how much the customer knows is -- maybe -- something we should talk about a little bit. But the customer - if - there maybe situations where it escalates quickly. In which case, the transfer of the customers may be - I think we've talked about this before. And the transfer customers.

There wouldn't be time for people to opt out and go through that whole process. So that could take -- what -- several weeks. And -- in that case -- we'd want to protect the privacy of the customer in the emergency situation.

But -- if time allows -- that the (due) accreditation is a slow one. And the escalation is a gradual one. Then -- it seems like -- we should be trying to preserve that principle that we've agreed on. That a customer should be able to choose its proxy privacy provider.

But I understand -- in the particular context of this point -- that may be difficult. Maybe one of the providers can provide some more detail. But -- here -- I'd take it out of brackets. Because -- you know, if it's possible -- we'd like to preserve this principal. I think. Thank you.

Don Blumenthal: Okay. Yes. That helps. Steve.

Steve Metalitz: Steve Metalitz. I generally agree with Kathy. I think it's in brackets because we weren't always sure that it'd be feasible. And if we have something -- like - - where feasible or similar language at the beginning of this. I don't have a problem with taking it out of brackets. This is in the context of the

accreditation. So it is choosing a new provider. Not the general changing provider in normal times.

And the point about what the customer knows. That's dealt with in the first bullet. So I think we've covered that. But I don't have a problem if we have something -- like --where feasible. And in - customers should be able to choose a new provider to replace the deaccredited one.

Don Blumenthal: Okay. Great. Thanks. Graeme.

Graeme Bunton: Thanks Don. Just to agree -- I think -- with what Steve was just saying. There's probably some language in there where feasible would frequently the accreditations are messy and quick. And the amount of work it would take for -- you know -- to assign a new custom options -- for people -- could be extremely prohibitive.

And also for the accrediting service. They would have to do some of that work on their end. I think. And that may not be possible. So I'm happy to explore it. And I think it's a good principle. I suspect it's not going to be feasible in most cases. But -- again -- I like the principle. Thanks.

Don Blumenthal: Okay. Thanks. I'm reminded of somebody else posting. O ye of little faith in the chat earlier today. Let's hope it's feasible in the last cases. And -- while I think of it -- well no. I'll make a note to think of it later. Any other thoughts on 1.3.1 Item 19? Whether that item or any others? Yes. Don't read the chat - chat I get some times. Steve.

Steve Metalitz: This is Steve Metalitz. I don't have anything else on 1.3.1. I just wanted to note that (Mary Wong's) suggestion. That it might make most efficient for us to turn next to 1.3.3. Which is the place where we're asking - we're saying we have split views. And we're asking for input from the public. And make sure that we've got all that phrased correctly. So that was her suggestion which -- I think -- makes sense. That would be 1.3.3 which is Page 14.

Don Blumenthal: Yes. I agree. I - thought (Mary). I agree with (Mary's) point. And I guess that whatever it comes in on (unintelligible) will add to the summary of topics on which there is a both a majority and minority view. But not another judgment that I can document myself. But anything that takes this long probably will wind up with at least some level of disagreement.

Yes. Let me -- just briefly -- mention for people who are - who don't have the document in front of them in one way or another. 1.3.2 discusses topics where we haven't finalized to a merry conclusion. And -- obviously -- we will have to return to those. But I agree with (Mary's) initial suggestion. And (Steve's) endorsement of it. That we really have more to talk about now that we can -- maybe -- draw some conclusions on or definitions on.

You know, where we can identify the issues better. Preferable way to put it. We've been working on 1.3.2. But -- real quickly -- a summary of topics where we haven't finalized conclusions, contact stability and responsiveness of accredited providers. Escalations of relay requests. You know -- I think -- topics rather the full text is sufficient. It's just for information.

The next item is Disclosure in Publications related to a request by law enforcement or other third parties. And we -- also -- have a number of items concerning requests by intellectual property rights owners or their representatives. And we've also got to do some work on -- you know -- the consequences of termination of customer's service.

Oh. I'm sorry. I was on mute there. I was on mute because I'm the one losing my ability to speak properly. Graeme could you? It wasn't my house. Look it was the guy across the street. Thanks for the reminder. I'm losing the ability to speak clearly. Graeme could you pick this up?

Graeme Bunton I'm going to actually pass to Don if that's okay. My office is exceedingly noisy at the moment.

Don Blumenthal: I'm going to assume you meant Steve.

Graeme Bunton Yes. Sorry. Steve.

Don Blumenthal: Thanks. Steve could you pick it up please?

Steve Metalitz: This is Steve.

Don Blumenthal: Okay.

Steve Metalitz: Okay. So we're on - I think we're on to 1.3.3, if I'm not mistaken. So this is basically the one topic that we've identified. Where we want to get - that we're physically asking for the public's views about whether there should be a bar on use of privacy and proxy services for online financial transactions for commercial purposes. And then we post - we have a little background paragraph on this. Then we pose that question. And -- then -- we ask for input on three specific questions.

One is should the majority or minority view of the working group be adopted? Those are set out in the earlier paragraph. I think that the majority did not think that prohibition was necessary or practical. A minority believed that registrants of such domain names should not be able to use -- or continue using -- privacy proxy of privacy services.

So the first question -- that we have -- is "which view do you agree with?" Second. "Will it be useful to adopt a definition of commercial or transactional? And if so, should this be that suggested in the text or some other." And I read the definition in the text which is - it means use for online financial transactions for commercial purposes.

And -- then -- the third question is, "will it be necessary to make a distinction in the "who is" data fields to be displayed as a result?" So -- before I say not -

- rather than the different sides restating their positions on this. Because we know we have a split here. Do - have we asked the right questions here? Is this the thrust of this or do we want to amend these questions? Or expand on them at all? Or are we comfortable with how they're phrased here?

So I will open the floor to any comments -- pro or con -- on that. These questions appear -- I guess -- at the top of Page 15 of the text. If you're in Adobe the text that's there. And I see (Justin) has his hand up. So (Justin) go ahead.

(Justin): Okay. Can you hear me?

Steve Metalitz: I can.

(Justin): Hello. Oh great. Thanks. (Justin). The one thing that I took issue with. It was phrasing in the majority and minority view. The only place that we do it in the document. And I don't think it was clear how we figured out if it was the majority or minority. And -- at some point in time -- we even discussed it. Quantifying it in that way isn't necessarily helpful. And how do we calculate those and assess? So -- in general -- I think that we should get rid of the majority and minority view points. And just say that there are two viewpoints.

Steve Metalitz: Okay. Other comments on that? I'm not hearing an objections to (Justin's) suggestion that we avoid the term majority and minority. And (James') has suggested -- in the chat -- another way to phrase it. I'm sure the staff can revise this to avoid the terms majority and minority. If that's what we want to do here. So let me just ask if there's objection to doing that. James has his hand up. James please go ahead. James are you on?

James Bladel: Sorry. I'm James speaking and I'm going to say that hand was an error. That I was able to tie that into the chat. And you relayed that already into the record. So I'm going to -- go ahead and -- lower my hand. Thanks.

Steve Metalitz: Okay. Great. Anybody else? Any other comments -- on this point -- regarding majority and minority? Right. Then we will ask the - staff to make those changes in 1.3.3.

Okay. I think that brings us back to 1.3.2. Where we do have some issues -- on which - we haven't reached agreement. And -- I guess that -- the job here is to make sure that -- in fact -- that we still don't have agreement on these. Or -- if so -- if we have phrased it correctly? And -- obviously -- these would be areas where we would -- specifically -- invite community input.

So this goes back to preceding page 1.3.2. So this is Page 12. Excuse me, not the immediately preceding page. Page 12 of the document. And the first set of three points that we have listed here is on Contact Ability and Responsiveness of Accredited Privacy Proxy Providers. The first point is "what should be the standard for maintaining a designated point of contact to be reasonable and prompt for the (TACT)? Someone -- I'm sure -- will remind me what the (TACT) is for other formulations.

Second point. What should be required of Privacy Proxy Providers in terms of level of responsiveness? Reasonable and prompt for the 2013 (RAA) or another standard? And -- the third issue -- The Privacy Standard for Provider Contactability be the same for that under Section 2.3 of the 2013 (RAA)?

So -- I guess -- I'll open the floor on any of those points. If people have any comments on those. Did we ask the right questions? Do we have the right questions? (Magaly)?

(Magaly): Thanks Steve. (Magaly) for record. No. I just think -- you know -- I this this is an initial report. And it's the first time I'm - we're going out to get feedback from people. I think -- you know -- we should probably just go with what we have. And -- then -- if people come back with -- kind -of -- queries on the actual questions themselves. Then -- obviously -- we screwed it up. But I

don't think we're going to be able to improve on the questions much at this juncture. Thanks.

Steve Metalitz: Okay. Thank you. James go ahead.

James Bladel: James speaking for the transcript. So -- generally -- I think these questions are fine. I -- you know -- I guess my only - it's more of a (stylistic) edit. It could be material on the last little point where we say "should the standard for provider contactability be the same as that under Section 2.3 of the 2013 (RAA)?" I think that -- generally -- I would prefer we say something like "being modeled after" Section 2.3. I just - I don't know that when we say the same. You know, I don't know that these agreements the - you know, I guess the future (PAA) and the (RAA) will be a copy and paste between each other. But I think that they could be structured similarly. And borrow from each other heavily. But not -- necessarily -- be the same. So. Just a minor point. Thanks.

Steve Metalitz: Thank you. (Magaly). That's a new hand. Go ahead.

(Magaly): Yes. I just - I mean -- again -- going back to my point around making this document as accessible as possible. If we're going to refer to other policies -- or contracts -- please include the relevant text. I mean, if I was coming to this cold. And -- if -- I was expected to go off and read -- like -- five other documents for every paragraph that I'm reading in our report. I'd lose my mind. So -- you know -- it should be relatively easy to either include the text in the body here. Or in a footnote or something like this. Thanks.

Steve Metalitz: Okay. Thank you. I think there would be general agreement with that. I --just - - would say -- putting myself in the queue and this is Steve. That I think there's a typo here. Because Section 2.3 of the 2013 (RAA) is not about provider - about registrar contactability. It's about general obligations of ICANN. So. I'm not sure what was meant there. But - and maybe - the other thing to remember -- too -- is that there is some more detailed discussion of these issues in the body of the report.

So -- possibly -- something there could be brought forward in the footnote -- or whatever -- as (Magaly) suggests. But we should also - the staff should also check that site. Because I don't think that was (unintelligible).

(Magaly): I know. I just want to say that kind of reinforces my point. You know -- if you're relying on section numbers -- and then if you make the smallest typo you confuse the living hell out of somebody. Whereas -- if you'd got the number off by one digit but include the text -- the person really would still understand what we were talking about.

Steve Metalitz: Okay. Good point. Any other comments on this paragraph here? If not -- I think -- we've given some good guidance to the staff on this. The next topic in this 1.3.2 section is on Escalation of Relay Requests. And -- you recall -- we have discussed this quite a bit. The working group reached a preliminary agreement on a provider's obligation to act -- in the event -- it becomes aware of persistent delivery failure of a Relay request. The working group has yet to agree on the obligatory next steps for a provider regarding escalation by requestor.

The following is the current lines under consideration by the working group. But the options included in square brackets. And -- then -- it gives that text which -- basically -- is the same as what we have in the Preliminary Conclusion section. And then asked the question, "What should be the minimum mandatory requirements for escalation of Relay requests in the event of a persistent delivery failure of an electronic communication?"

And -- so -- the items in brackets really have to do with whether this would be a mandatory standard. Should or must? That's one. The second would be whether the provider should be able to charge a fee for using this alternative form of Relay? And the third is -- any such -- and I'm quoting "within the brackets." Any such reasonable fee is to be borne by the customer and not the requestor.

So -- again -- I think our goal here is not to reargue these issues. But to make sure that this accurately captures our areas of disagreement. And points on which we are -- particularly -- asking for input from the public. So I will open up to -- the queue -- to anybody that wants to comment on that. I'm not hearing. I'm not seeing any hands. So -- I assume that -- people are comfortable with how we - how that's presented there.

Now the next topic -- which -- we will be able to introduce here. But -- not really - delve into because it's two minutes before the hour. Is on Disclosure and Publication in Relation to Request by Law Enforcement Authorities and Other Third Parties. So there are three points here. One is "should there be uniform minimum standards for accredited privacy proxy providers to apply in determining when to disclose -- or publish or -- in verifying a requestor's identity?"

The second question. - Should it be mandatory for accredited privacy proxy providers to comply with expressed law enforcement agency requests not to notify a customer? There's actually several questions in here. In this form. I will say - I don't think we're going to get any farther -- than we have -- on this question of law enforcement requests. We - the - I mean I don't think what's going to be presented -- to this group -- will really address that. So I don't know if we have law enforcement folks on the call today. Or people who want to comment on this. But -- again -- the question is, "Is this asking the right question?"

So -- since we are almost at the top of the hour -- if there are any last comments that people wish to make here. We can do that. Otherwise, I think we'll have to wrap up. And pick up again here next week. Presuming that we have the call next week. Kathy. If you're going to get the last word here.

Kathy Kleinman: I love that. Thanks Steve. I think -- in this case -- we might want to add another question which has to do with something we've discussed a lot.

Which is does the country out of the (LEA) matter? So if - are we - or if we want to use more detail. Is there a difference if the proxy privacy provider is responding to the (LEA) from his or her national or local jurisdiction? Versus (LEA) from a completely different country.

Steve Metalitz: Yes. This is Steve. I think we -- actually -- addressed that in our preliminary conclusions by stating what we - what our understanding of the definition was. And that it applied to the country of the provider. But, you know - we can ask the public for input on that too. Certainly.

Kathy Kleinman: Or I might - but if that's the case -- then -- let's clarify that the (LEA) is that national one. Thank you.

Steve Metalitz: Okay. Well let's a - we're going to have to leave it there. We will return to these - all these questions next week. I'm assuming that we will have a call next week. I understand -- since it's just before the ICANN meeting -- we can - we may have some attendance issues. But we'll do our best. And I want to thank everybody for their participation today. Thank you.

((Crosstalk): Thank you. Good bye.

Coordinator: Once again, the meeting has been adjourned. Thank you very much for joining. Please remember to disconnect all remaining lines. And have a great rest of your day.

END