

**ICANN Transcription
Privacy and Proxy Services Accreditation Issues PDP WG
Tuesday 01 December 2015 at 14:30 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 01 December 2015 at 14:30 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-pps-a-01dec15-en.mp3>

On page:

<http://gnso.icann.org/calendar/#dec>

Attendees:

Alex Deacon – IPC
Brian Cimboric – RySG
Bruce McDonald - IPC
Carlton Samuels - At-Large
Chris Pelling – RrSG
Darcy Southwell – RrSG
Don Blumenthal – RySG
Frank Michlick – Individual
Graeme Bunton - RrSG
Griffin Barnett– IPC
Holly Raiche – ALAC
James Bladel – RrSG
Jim Bikoff (Sean Phelan)- IPC
Kathy Kleiman – NCSG
Lindsay Hamilton-Reid– RrSG
Luc Seufer - RrSG
Michele Neylon - RrSG
Osvaldo Novoa – ISPCP
Paul McGrady – IPC
Phil Corwin - BC
Roger Carney-RrSG
Sara Bockey – RrSG
Stephanie Perrin – NCSG
Steve Metalitz – IPC
Susan Kawaguchi - BC
Todd Williams – IPC

Theo Geurts – RrSG
Vicky Sheckler - IPC
Volker Greimann– RrSG

Apologies:
Sarah Wyld – RrSG

ICANN staff:
Amy Bivins
Marika Konings
Mike Zupke
Mary Wong
Terri Agnew

Terri Agnew: Good morning, good afternoon, and good evening. This is the PPSAI Working Group call on the 1st of December 2015.

On the call today we have Graeme Bunton, Holly Raiche, Steve Metalitz, Theo Geurts, Franck Michlick, Lindsay Hamilton-Reid, Brian Winterfeldt, Paul McGrady, Don Blumenthal, Sara Bockey, Chris Pelling, Todd Williams, Sean Phelan, Osvaldo Novoa, Roger Carney, James Bladel, Alex Deacon, Darcy Southwell, and Bruce McDonald.

We have apologies from Sarah Wyld. From staff we have Mary Wong, Amy Bivens, Marika Konings, Mike Zupke, and myself, Terri Agnew.

I would like to remind all participants to please state your name before speaking for transcription purposes. And it looks like Vicky Sheckler just joined us as well.

And I'll turn it back over to you, Graeme.

Graeme Bunton: Thank you very much. Welcome everybody to what may well be the last substantive PPSAI Working Group call. Before we get going, does anyone have updates to their SOI? No? Excellent. Good.

Okay, so we have quite a few things to get through today. You can see that long list on the side that goes up to G. I think I've got a couple more on my list that goes up to I. I'm hoping that most of this does not take too much time, and we have 90 minutes today. So we'll see if we get to all of this, including going through the executive summary.

So why don't we jump right into in then and talk about Item A on that list, which is jurisdiction, which was raised by Chris Pelling on e-mail the other day. And I believe, if I'm capturing this correctly, it was adding language into the annex around jurisdiction so that it was not just - the language didn't specify whether - or added requester as well as rights holder in the case the requester of information is not the direct rights holder but a proxy for it.

Would it be possible to find that language in the redline report? And, Chris, if you have anything to add to that description.

Chris Pelling: Cheers, Graeme. Hi all, Chris Pelling for the record. Essentially you cracked the nut there in its entirety. My concern was a requester who no longer has the right to be a requester requesting information and therefore the - well no longer having the authority to request that information. From what I could read, it's not covered anywhere in the final draft we have and it should really be put in there on the basis to protect the PP client or PP customer.

But certainly from the point of view of what I sent in on the -- what day did I send that; I think I sent it on Friday, didn't I -- the 27th, last Friday, we haven't had very much discussion on it at all. So I don't see it being an issue because nobody's raised it as being an issue. But obviously open to the floor.

Graeme Bunton: Thanks, Chris. And I think the language you proposed was that -- if you scroll down to 97, let me see if I can find -- so it says the rights holder agrees to submit if has prejudice to other potential local jurisdictions. And the proposed change is that it would be the requester and trademark holder. I'm not sure if that's an and. It could be an and/or, but what we're really I think trying to get at is the person that's actually requesting the information.

So it could be that the requester just replaced placeholder with an and/or. Does anyone else have thoughts on the and/or in the annex one jurisdiction piece, Page 97? Vicky Sheckler does. And then I see Steve. Vicky and Steve, please. Vicky first.

Steve Metalitz: Yes this is Steve. Can you hear me?

Graeme Bunton: Yes.

Steve Metalitz: Okay. I was just going to say that as I recall this was originally set at requester making these - submitting to jurisdiction. And then I believe at Kathy's request -- correct me if I'm wrong here -- it was changed to right holder. And as I get it, Chris's suggestion now is that it should be both. I just want to clarify that I think that's what he's seeking, not a switch back but to have requester and the right holder.

Chris Pelling: You're correct, Steve. Essentially it's either, you know? Both should be on there in a sense that, as I mentioned, if the requester no longer has the authority, then why should the rights holder be pursued for it when the requester is the one that's in the wrong.

Steve Metalitz: Okay thank you.

Graeme Bunton: Vicky?

Vicky Sheckler: When I looked at that language again yesterday and thinking about Chris's comment, it seemed to me that requester was the right thing. I don't know if we have a strong feeling about it one way or the other, but when you ask, Graeme, about and/or, it seemed like requester really is what it is. Because the requester either has the authority to bind the rights holder, in which case they're binding the rights holder, or they're going rogue, in which case you're going to go after the requester. But not a hard feeling one way or the other on it.

Graeme Bunton: Great. Thanks, Vicky. I see Kathy's hand, which is good, because I think she might have been the source of some of that language.

Kathy Kleiman: Actually I just came into the call and I'm trying to catch up. But I think there was an and/or on the requester and the rights holder and the idea is to make sure we grab the entire chain. I'm sure Chris already explained it, and I apologize for being late. Lots of traffic out there in a rainy D.C.

But the idea is to have the full chain. So the requester may be going rogue, the requester may decide to publish the data. The rights holder is supposed to be responsible; we all agreed on that. But just grabbing the entire chain seems to make sense and giving a common jurisdiction where everyone can be reached. Thanks.

Is there anything in particular, Graeme, that I can address that's been raised?

Graeme Bunton: So I think we were at an and/or - well I think we were sort of at a requester, and that limited it somewhat to just the person making the request.

Kathy Kleiman: No, we need the rights holder. And we've already agreed on the rights holder. The question here is whether to add the requester, which makes sense. It's an and.

Graeme Bunton: Oh it's an and. Okay.

Kathy Kleiman: It's an and.

Graeme Bunton: Now that that's clarified, do we have something - any response there from Steve or Vicky on the and?

Steve Metalitz: This is Steve. Again, I think I would agree with Vicky that it's hard to see why this is really necessary but I don't think that we have an objection to saying rights holder and requester. Because the requester, I mean, is already serving the combined rights holder. And again this all started out as requester and then it became rights holder, and now it's both. I think we're okay with that, at least I think I'm okay with that. I'll defer to anybody else that, you know, especially from the sub team who has been living with this intimately for several months.

Graeme Bunton: Okay. Thanks, Steve. And if anybody has further thoughts on that, now's a good time. We can come back to it later, but let's move on from there. I think we've got it.

Next up is B, which is going to be definitional issues regarding privacy and proxy services. Do we have James Bladel on the call? I don't see him, unless I'm wrong.

James Bladel: I am here. Hello?

Graeme Bunton: Oh good. Hey, James. So this is one that we've certainly spent considerable amounts of time on, and let's see if we can find the page in the report if we may. This is going to be a lot of searching documents for you.

Steve Metalitz: I think it's Page 7 in the clean version.

Graeme Bunton: Let's see if we can find it. I've got it on Page 8 in the marked up version. So this is - maybe James you can explain your perspective on this and then was

it Vicky that sent a response to Mary? We can get to her. But anyway, please go ahead, James.

James Bladel: Thanks, Graeme. James speaking. And hopefully I'm - you can hear me now. So if I'm understanding, this is definitions, I was really wanting to focus the working group's attention on the top of Page 8, the second - the bullets in blue there about registrars shall not knowingly accept registrations from privacy or proxy service providers who are not accredited.

Here's the issue. I mean I think that knowingly is, you know, is an important concept. Obviously we don't want to hold anyone accountable for something that they were not aware was occurring and that was not reported to them. And I fully acknowledge this may be a topic for implementation, but I just want to point out that knowingly, you know, leaves the door wide open for ICANN compliance perhaps to interpret this inconsistently.

And I think we should establish some guidance for the implementation of this requirement, you know, something along the lines of a more detailed guidelines in terms of report, investigate and act, similar to what we have for a valid Whois, similar for what we have for abuse, that this is not implying that registrars are to be, for example, screened, registrations on the front end, referencing either an internal or an industry shared blacklist of unaccredited or banned privacy services, and just, you know, generally thinking that the obligation extends to hey I reported to you that this is an unaccredited privacy service and you have acted upon that, usually in the way, you know, we would refer to that would be similar to handling of an invalid Whois report, which is, you know, someone is saying that you're an unaccredited privacy service or a proxy service you can either, A, demonstrate that you are accredited or, B, update your Whois to reflect the actual data or, you know, further action including suspension and deletion would, you know, would follow.

I think the key here though is that we don't want to say that you should have known, you should have been aware, or it's up to ICANN to determine whether or not there is a shared directory of these services the registrars are to be referencing. Again, fully acknowledge that this is all an implementation concern at this point but I wanted to get that into this group's attention here as we're closing out this report.

Graeme Bunton: Great. Thanks, James. That's actually not where we were going with this I thought, because we actually have two pieces to talk about, that and the (unintelligible) language.

Steve is asking if -- in the chat -- if you're proposing entirely new language here? And for this piece I'm not sure that you are. I think what you're trying to get at is the level of detail around knowingly.

James Bladel: Yes. That's a good question. I think knowingly - the language is probably fine as is. I think that what I'm asking for, Steve, is some recognition in the report that we can put some constraints around the implementation of this, but the intention is not to create registries or blacklists of registrants that registrars are required to refer to in advance of registrations.

Graeme Bunton: Okay. So that sounds to me like it could be a footnote. I've got Kathy and Vicky in the queue. Kathy?

Kathy Kleiman: Great thanks, Graeme. I actually have a question for James about whether the following might solve or address the issue he's raising. So we're looking at the page where at the top it says registrars are not to knowingly accept registrations, dot, dot, dot. And then just below are bullet points that have definitions of words, publication disclosure.

So, James, would this help to put knowingly down there and say knowingly means actual notice or actual knowledge? And that way, that'll give some guidance to (unintelligible).

James Bladel: If I could respond, Graeme. Graeme? I can give...

Graeme Bunton: Sorry.

James Bladel: Kathy, that'd be great, and I'd be happy to take a whack at that just by something along the lines of what you just said. Knowingly means in a particular case that a registrar was made aware through reports from ICANN or third parties that a particular registrant was in fact an unaccredited privacy or proxy service.

Kathy Kleiman: Great thanks.

Graeme Bunton: If you're going to take that on, you should be doing that very shortly. I see Vicky. Vicky, please.

Vicky Sheckler: In terms of saying that knowingly means actual knowledge, I don't think there's a problem with that approach since we want to get the report out. I wonder if that's something that's a footnote for implementation. Because Mary noted in the chat that doing that in this report may be more complicated in thinking about the unintended consequences that might come up from that. But I think having a footnote that it needs to be addressed in implementation might be a way to split the baby here.

To hit James' point, my concern with this section is the third sentence, but based on what James just said, I'm not sure we even need the third sentence or the fourth sentence of that paragraph. So if James can justify knowingly, then I don't think we need to talk about when you're liable or not liable or when you're -- it's liable that was used in here, right?

Graeme Bunton: It is. It is liable. And I think there was some discussion about whether the word responsible would have been maybe a better term for this. James is

agreeing with you, Vicky, that a footnote citing actual knowledge is acceptable. And Kathy is asking a question.

So on Page 8 in this first bullet point on that page of the not conversion, I think the third and fourth sentences are in this regard there were working group notes that the consequence of this recommendation that an accredited privacy proxy service provider that is in good standing with ICANN will therefore not be liable for the actions of their customers. Similarly, an individual or entity that was acting a privacy or proxy service but not accredited by ICANN or not in good standing, would be considered the registrant of record and thus responsible for the domain name registration request.

Vicky Sheckler: And so my point is that we should not in this document say when you are liable or not liable for stuff. So I would either take out those two sentences, or if we want to make it clear that if you're an individual or acting as a privacy proxy service but not accredited or not in good standing, that you were considered the registrant of record. I would end it there and not talk about responsibility or liability.

Graeme Bunton: Thanks, Vicky. I think you have a good point. I think it is an interesting piece to note and perhaps quite important that maybe we can find a way with this language now to make it acceptable.

I see James has got his hand up in response perhaps. James?

James Bladel: Yes and thank you. Thanks to Vicky for pointing out that there was a second piece to this, which I had - it happened so long ago I've actually forgotten.

So I agree with Vicky that there's a bit of a paradox here in that we're establishing in the first bit consequences for registrars and then we're establishing in the second bit consequences for these folks who were acting on behalf of others, undisclosed registrants or undisclosed customers.

And, you know, I think that it is important that we establish that if you not accredited but you are a registrant and domain name on behalf of someone else that you are in fact responsible. I think that's - we drop the word liable per Steve's concerns that were raised on the list. I think that is sensible to drop the word, to drop the reference to liability.

But I think it is okay to establish that we are responsible. I think that that may be covered under the ICANN definition of registered name holder, but if it's not, then we can say something along the lines of dropping that last sentence and something along - something like where we're saying here that an individual or entity that is acting as a privacy or proxy service but is not accredited by ICANN or is not in good standing will be considered the registrant or record or the responsible registered name holder.

Something along those lines is fine if we want to drop that last phrase and just focus on the word responsible rather than liable.

Vicky Sheckler: And delete the third sentence.

James Bladel: The third sentence?

Vicky Sheckler: The one that talks about whether a privacy proxy service in good standing is liable or not liable for the actions of their customer.

Graeme Bunton: It's the - James, in the inverse of what we just talked about. We were saying - we're saying two things here. One we're saying if you're accredited and you're good, you're not responsible for the registration. And if you're unaccredited you are therefore the registrant of record and you are responsible. So we have both sides here.

James Bladel: Yes, I think we need one or the other.

Vicky Sheckler: No, I disagree with that. I think this was included in here to address the lawyer issue. And I think it's fine to say if you're not an accredited - I mean accredited privacy proxy server, you will be considered the registrant of record, because that's the case, right? Period.

Now if you're a privacy proxy server that's accredited, in most cases you will not be liable for your customer. But there are cases where you will be. And we shouldn't presuppose when it is or it isn't, and liability is something for a court to decide, not this.

Graeme Bunton: I think we are trying to get away from the word liable. I don't think anybody's interested in the word liable anymore.

James Bladel: Right.

Vicky Sheckler: Right. But I wouldn't say not responsible either because you don't know the rest of the facts.

Graeme Bunton: I guess maybe responsible there is not quite the right phrase either. It could be that we maybe need to state clearly that it's not the registrant of record, not the registered name holder (unintelligible).

Vicky Sheckler: I have no problem saying not the registrant of record, because that's a factual determination and I think that's true.

Graeme Bunton: Yes it's obvious...

Vicky Sheckler: But if we want to stick to registrant of record, you are or you aren't, no problem.

James Bladel: You could say is not considered the registered name holder or the registrant of record.

Graeme Bunton: Okay.

((Crosstalk))

James Bladel: Because I believe those two...

Graeme Bunton: While James is saying something, I have Todd in the queue. I think maybe we just got a place to where we needed to be. And then Mary's asking questions. Let's hear from Todd.

Todd Williams: Thanks. Todd Williams for the record. I think a lot of what I was going to say has just been covered. But basically, the third and fourth sentences are going to two different things and I'm not really sure that they are the inverse of each other.

You know, the fourth sentence saying if you are unaccredited you will be considered the registrant of record, I don't think is, you know, particularly in dispute. It's somewhat redundant of the second sentence but I think just to the extent that it clarified the second, that's helpful.

But I think the third -- and maybe this is what Vicky was going towards -- is actually quite different. And, you know, whether it's liable or responsible or what, I think it opens a kind of a can of worms that we're not really wanting to go down at this juncture. But I mean that's largely already been said by everybody else. Thanks.

Graeme Bunton: Thanks, Todd. I see no other hands in the queue, although I did see Steve's earlier. I think we're reasonably close here that that last sentence I think we can work with, and then it's that third that we're going - and maybe we have to take this offline. It's not necessarily ideal. Let's see if we can reformulate that into not the registered name holder. And then we need to look, as Mary is noting in the chat, about how that might impact the RAA.

I see Vicky and Steve. Vicky?

Vicky Sheckler: Just to close it out from my perspective, using the term registrant of record I think is fine provided it doesn't have the issues that's Mary is mentioning, because I don't know what those issues are.

Graeme Bunton: Thanks, Vicky. Steve?

Steve Metalitz: So if I - I'm sorry I had - I got cut off, or I cut myself off there briefly. But is what's on the table with regard to the third sentence that it would say that the consequence of the recommendation is that the accredited privacy or proxy service provider is not considered the registered name holder?

Graeme Bunton: That was my understanding of where we got to, yes.

Steve Metalitz: Yes, I'm not sure what the consequences of that are. I really think that we - the essence of what we're trying to convey is in the first two sentences here. The knowingly point, and we'll have that footnote to kind of buttress that, and just, you know, we know there will be people who are doing this even though they're not accredited and the RAA says they are the registered name holder. And a lot of things flow from that.

So I'm just not sure what - whether we can really address the topic of the third sentence without actually altering, you know, what the RAA provides. I do think we definitely need to, as I think Vicky has said, we want to get the reference to liability out of there because that kind of implies we're allocating the responsibilities of third parties and so forth. But I'm just still not clear what the third sentence provides that would not be, you know, does it have some unintended consequences as far as the RAA is concerned?

So I guess what I'm asking James is in order for us to actually wrap up today, would he be open to the dropping the third sentence, or maybe dropping the third and fourth sentence, so that we don't run that risk of really trying to

create a lot of consequences within the RAA framework that we may not be intended. And don't the first two sentences really, with the footnote about knowingly, really convey what it is we want to cover. Thanks.

Graeme Bunton: Thanks, Steve. And James has hand up next. James?

James Bladel: Thanks, Graeme. I'm just kind of visualizing what Steve just proposed and I have another question. While I think about that, the other question that I had was the acknowledgement that we are sort of creating a paradox here, which is that our establishing for unaccredited privacy proxy services that they are the registrant or the registered name holder and they are responsible but that they are also that their registrar is obligated to take action against them, according to the first section, if it's reported.

So we're almost in - on one hand saying, you know, registrars you shall not allow this condition to exist, and then in the last sentence saying and by the way if this condition exists, then these following definitions apply. So I think that, stepping back from this, that also starts to lend some weight to what Steve is saying about dropping some of the latter sentences, because I believe it does confuse that first one.

So the question then to the working group is well what do we want to happen here? If someone is acting as unaccredited privacy service, do we want them to be responsible or do we want the registrar upon reporting of that, do we want to the registrar to ferret those folks out and suspend those domain names? So what do we want to happen? So it seems like we're saying both.

Graeme Bunton: That's a good point, James. Thank you. I see Vicky's got her hand up.

Vicky Sheckler: Sorry. I didn't mean to. I'm still thinking about it.

Graeme Bunton: Okay.

James Bladel: So, Graeme - oh sorry.

Graeme Bunton: I've got Steve and Kathy in the queue. Maybe we'll let them and you can come back, James.

Steve Metalitz: Yes this is Steve. Todd already said this in the chat. I don't think those two are contradictory to James. I think if the registrar doesn't know about it, then the registrar obviously doesn't have any obligation to take any action. But in that case, the unaccredited entity that is registering domain names on behalf of another is under 377. They're the registered name holder and they have a lot of obligations and warranties and things like that they have to give.

If and when the registrar finds out about it or, you know, knows, meets the definition of knowingly -- and obviously there may be implementation questions about when that occurs -- but once that happens, then yes the registrar has the obligation under the RAA not to knowingly accept registrations from unaccredited parties that are registering on behalf of others. So, you know, then it should take action.

I don't really see anything contradictory in those two paths. One occurs after the - one occurs before the registrar has knowledge and the going forward from there. The other only occurs after the registrar has knowledge. So I'm not sure that I see the contradiction. Thanks.

Graeme Bunton: Thanks, Steve. I've got Kathy, James, and then Don in the queue. Kathy?

Kathy Kleiman: I'm going to ask Steve a question. I have what I was going to say but wow. Steve, I have a question for you, which is I thought this language was to address lawyers as well as others who might be registering for children and minors and, you know, small businesses and their community.

Wow, so let me ask you, based on what you just said, does that mean that a registrar who recognizes a pattern of a law firm registering a number of domain names that clearly are not for the law firm, let's say they have to trademarks or brands, that when that comes to their actual knowledge or notice they have to drop those registrations?

I thought the purpose of this language was to allow those registrations to continue, but flag the responsibility of the named registrant for the registration, not necessarily the liability of the content. We're not saying that Google's liable for everything that all the emails under Gmail.com are used for. That's a court matter. But I thought it was the responsibility of the registrant that allows some of the proxies, the unaffiliated, the unaccredited proxies to go through.

Steve Metalitz: Yes, no - this is Steve, if I can just respond. I think you're correct. It's really just stressing that in that circumstance when you look at who is the registered name holder, the law firm can't say well I don't have to respond to a Whois data reminder policy notice or I don't have to, you know, I can put that on my client. The registered name holder has those responsibilities under the contract. So that is what they are responsible - what they're responsible to do.

Kathy Kleiman: So we're not asking them to drop them?

Steve Metalitz: No, we're not asking providers to drop them. I hope that clarifies that. Thank you for raising that question.

Kathy Kleiman: Thanks. And I'll get back in the queue if I need to make any more points on this, Graeme. Thanks.

Steve Metalitz: Thanks.

Graeme Bunton: Thanks, Kathy. Thanks, Steve. I'll, just as a point, I'm not sure that service providers have to start dropping registrations. It sounds like they'd be able to take new ones, is perhaps an important distinction. James?

James Bladel: Hey, Graeme. James speaking. And just coming back to the exchange there between Kathy and Steve. And I agree that this is taking us to a place I don't think any of us want to go. For example, and I think they raised the scenario of, you know, through a UDRP or some other action we determine that a particular registrant contact object is in fact an unaccredited privacy or proxy service.

And to Steve's point just a moment ago, maybe we don't have to necessarily take action against any other names that may be managed by that registrant, but we may be according to the strictest reading of this language, we may be prohibited from taking new registrations or inbound transfers from that particular registrant without getting sideways with the RAA.

So my question to this group is if we are satisfied with the, you know, taking out the third section and just establishing that unaccredited providers are the registrant of record, do we really gain anything from this first sentence: "Registered are not knowingly accepting registrations from privacy and proxy service providers who are not accredited?" Do we gain anything here?

It addresses my concern about knowingly and when they should have known and who should have informed them, et cetera, but it also addresses this potentially significant side effect where, you know, law firms or other services that register on behalf of third parties would find themselves locked out of future registrations by a registrar who feels that their hands are tied by this first sentence. So I'm just putting that out there on the table that the way out here might be to reinforce the second and fourth sentence and drop the first. Thank you.

Graeme Bunton: Thanks, James. That's an interesting idea that I have a sinking suspicion we're going to need a little bit more time than just this moment to parse. And we've also spent about 36 minutes so far on the call and we have plenty more to get to that I would like to. So what I'm thinking for the moment is a have a think about what James just suggested, which is to drop one and three, and keep two and four. And we'll need to think about that pretty darn quick and people should probably start doing that as we're on the call. But that might be a way forward.

So unless there's any more on that particular piece, we should move on to C.

Man: (Unintelligible).

Graeme Bunton: All right. Seeing no hands, let's move on. So this is customer notification as part of the accreditation. This was suggested by Darcy. Thank you. And I don't have the page reference on me or in front of me, but my understanding of this issue is that the language for when we are notifying customers was breach notice and that wasn't entirely appropriate because it could have been an administrative breach or -- I don't want to say immaterial -- but the breach wasn't going to result in the de-accreditation.

There seemed to be pretty uniform agreement that that was okay and that notification should go out once ICANN had decided to de-accredit -- excuse me -- that service provider. Page 18 says, Mary, in the red line, if I can find that specific language. I don't see it on the actual page. Oh Mary I think has put it into the chat for us.

Privacy proxy service customer should be notified in advance of de-accreditation of their privacy and proxy service provider. And I think that's all we're trying to get to. I think that point is understood and I don't think there was any disagreement there. So I think we're probably okay with moving on from that suggestion, unless anybody has any issue there. No?

I see Kathy's got her hand up. Kathy?

Kathy Kleiman: Yes. Thanks, Graeme. I'm trying to figure out the language that Mary put into the chat room, is that the language that Darcy circulated? Because I thought there was 30 days in Darcy's note, in the e-mail she circulated yesterday that we were promising or committing to a procedure that involved a fixed amount of time, a minimal - a minimum of a fixed amount of time so that customers would get the notice and then have time to move their privacy and proxy registrations to another place and protect their privacy. So how did - can we put back in the time?

And I think we were trying to align that with the RAA and de-accreditation of registrants and the type of notice that's provided to registrants. Thanks.

Graeme Bunton: Thanks, Kathy. Right. Steve is agreeing. I don't know if we have a response from Mary about the timing in there. And I see Mike Zupke has his hand up. Mike, please.

Mike Zupke: Thanks, Graeme. So this is Mike from staff. And Mary sort of discussed this with me yesterday, you know, kind of trying to use our experience with the registrar accreditation agreement as a guide. And so when we looked at it, you know, one of the thoughts that came to mind was this would sort of bind us to some contractual language that we might not fully want to keep.

So while we didn't, you know, we didn't have any issue with their being some 30-day notice procedure, or even longer perhaps, you know, one thought was what if we say okay fine the termination becomes effective in 30 days, that still gives somebody who's been given notice they're terminated the opportunity to bring more customers in to potentially do more harm.

So we're thinking rather than having a hard rule of saying, you know, you give termination notice and it's not effective for 30 days, we might want to say, you know, you get a termination notice and you can't take on new business

immediately or you can't call yourself accredited immediately but, you know, your customers would have some period of time to, you know, take some action for potential reveal of their data.

So that was at least, you know, my thinking was we didn't necessarily want to say the termination doesn't become effective but rather the customer would have some opportunity to take an action for the data that would be revealed against their will. Make sense?

Graeme Bunton: Thanks, Mike. I've got Kathy and Darcy.

Kathy Kleiman: Why don't I yield to Darcy?

Graeme Bunton: Okay. Darcy?

Darcy Southwell: Darcy Southwell for the record. Yes, I think, Mike, we're aligned there. There were a number of emails that talked about - I mean the idea here was that we just - the language that we'd be notifying customers during the breach process was the real problem. And so we don't expect that once a termination is given or issued that we would ever want them to take on new privacy customers but that there's that transition period.

So I think Kathy just posted the language in the chat that we proposed and many of us had seemed comfortable with at least -- or at least some of us, I should say. So I just wanted to clarify that. We're not expecting that they would get to continue, but we just don't to be - any sort of obligation that they're going to contact customers during the breach when termination, de-accreditation may never happen. Thanks.

Graeme Bunton: Thanks, Darcy. I think that's clear. So I'm not sure we'll need to check the language but I think everybody's more or less agreed that no one thinks they should get more registrations after they've been de-accredited but we need to make sure that there's enough time for customers to make some choices.

Steve's floating some language in the chat. I will (unintelligible).

Kathy Kleiman: Graeme, can I get my turn back?

Graeme Bunton: Sure. Yes, please.

Kathy Kleiman: Great. I wanted to ask Mike a question, whether he sees any concerns in the language I just posted, which is Darcy's language. And I also wanted to share with him in case it hadn't been passed on to ICANN staff that there may be more difficulties in moving privacy and proxy providers than there are in moving registrars.

And everybody correct me if I'm wrong, but that it may not all registrars will take all accredited privacy and proxy providers. So it may take some research for customers to find what may be both a new proxy privacy provider and unfortunately a new registrar as well. So that could - I mean we need - 30 days seems like a minimum and so it would be nice to, you know, write that in. Thanks.

Graeme Bunton: Thanks, Kathy. Mike, did you have a thought there?

Mike Zupke: So, I mean I think the language that Kathy pasted is what I looked at earlier. And I mean I think it's a little bit too prescriptive. It says, "De-accreditation doesn't become effective until 30 days after the notice period." To me, that's really, you know, a matter of implementation.

I think that the recommendation and as we understand it, I think we all want the same thing as you've said, is, you know, if there be some grace period before the customers are affected by a termination. And similarly, the notion that there not be a notice to the customers before the termination decision is basically final.

You know, we're in agreement with that. I just think that saying that the termination isn't effective until 30 days after the notice is really more of an implementation matter. I think, you know, there's some nuance there. Like I say, we might want to, you know, have some transition period but also have a period during which they couldn't do their business.

So my suggestion would be to make the recommendation about, you know, the timing of the notice and about making sure consumers have a chance to get out before there's a mandatory reveal. But I don't think putting in what is essentially contractual language might necessarily be ideal.

Graeme Bunton: Thanks, Mike. Point taken. And Steve is making a point in the chat that we can add language around existing customers so that de-accreditation become effective for existing customers 30 days after the notice of termination. And no one has a problem with the new registrations there.

We need to decide on whether we need to keep that 30 days or not. I think we've captured the breach determination distinction well. So that's going to be okay. And it could be that we put in language that is a little less prescriptive but ensures that registrants have a reasonable amount of time to react to the termination and leave that for implementation. I'm not sure how Kathy would feel about something like that.

Let me see language without the 30 day now. I'm okay with Steve's language. It's really this - it says 30 days apparently in the RAA, says Kathy. I think it is sensible to have - to give people that amount of time because there are considerable risks in the de-accreditation of a privacy and proxy service. I find myself at an impasse for making a judgment call on that.

I see Steve's typing, and Darcy still has her hand up. Darcy, is that an old hand?

Darcy Southwell: No, sorry about that. I don't - I'm done.

Graeme Bunton: Okie-doke. I see Mary's hand up. Mary?

Mary Wong: Yes thanks, Graeme. And hi everybody. This is Mary from staff. So following up on Mike's point, I mean just looking at the discussion it seems to us that the point here, as I put in the chat, is to give the customers the opportunity notice to know of what might be happening but provide (unintelligible) that might take some doing. So we don't actually (unintelligible) maybe add a line of Steve's language (unintelligible) 30 days if necessary.

Woman: You're breaking up.

Graeme Bunton: Yes, you're breaking up and becoming quite difficult to hear, Mary. It was almost gettable but maybe not quite. I don't know if you want to try repeating yourself again or you may need to reconnect.

What I am seeing in the chat is considerable agreement with Steve's proposed language. And so we might move forward with that.

I've got Kathy's hand up, and then maybe we can come back to Mary.

Kathy Kleiman: Great. Yes, this is Kathy. And agreement with Steve's language. This is a recommendation of the working group for existing customers 30 days' notice after - 30 days after notice of termination. Again, I'm thinking this is a minimum, not a maximum. It is following the RAA. And so I'd love to send that very clear recommendation. We're not - it's not a mandate, it's a recommendation.

So I think it should go in there because I think we're going to find people having to do a lot of research here, or at least some, and we've got to let them have the time to do it. So, you know, in case anybody doesn't know, you know, ten years from now what we intended, let's let them know very clearly. Thanks.

Graeme Bunton: Thanks, Kathy. Mary's suggesting in chat that we add specific language to say notify customers before termination becomes effective but not specify 30 days. Really what we're discussing right now is whether we have to specify 30 days or not.

Steve?

Steve Metalitz: Yes, my only point was, I understand Mary's point that this is an implementation point, I agree with that. I just don't see that there's a downside to saying as an implementation recommendation, we recommend 30 days for existing customers.

Now when it comes to - when the implementation team rolls up its sleeves and works on this, they may find reasons that that doesn't work or needs to be modified in some way, but I just think there seems to be a fair amount of sentiment within the group that we think 30 days sounds about right. So I just - I'm not sure what the downside is to putting that in labeled as an implementation recommendation. Thanks.

Graeme Bunton: Thanks, Steve. And I agree and think perhaps that's the way we move forward is that we phrase it that was and we keep that 30 days and we move forward. And I see Bladel's agreeing in the chat. And Mary's got it. I still see hands - nope. Kathy's still got a hand up and Steve has a hand up, although I suspect both of those are old.

Man: What? What?

Graeme Bunton: Someone needs to mute their mic. Sounds like they're driving too. Thank you. Too serious of work to be driving and privacy and proxy.

Okay so that gets us through that one. What is up next? That's D. Labeling and Whois regarding knowledge of registrar of record. And this is suggested

from (Luke). Let me see if I can go back and find (Luke)'s e-mail. And we had a good response from Steve on some of his suggestions.

Page 9 I suspect on the - Page 10. Thanks, Mary. You've been getting ahead of this. And this was around labeling -- excuse me -- labeling privacy and proxy registrations. And we've got a change here to the extent that this is feasible domain name registrations and held privacy proxy is to be clearly labeled as such. And I think that's a reasonable change. I don't know that anyone has any (unintelligible) with that. Any concerns?

Seeing none, that's good. Let's move on to...

Woman: James.

James Bladel: Sorry, Graeme, James here.

Graeme Bunton: Oh you made it just in the amount of time. Please go ahead.

James Bladel: No, I'm just a little slow on the hand raise. Sorry about that. Just reading the footnote, Footnote 14, I think this is part of our discussion of implementation but - as part of the implementation work - but some internal discussions have yielded significant concerns about creating new fields in Whois to identify privacy proxy services.

So I believe that this recommendation is important and should be preserved but perhaps we should note that wherever possible we should use existing fields in Whois. Thanks.

Graeme Bunton: Thanks, James. And you're right, adding a new field to Whois is no joke. We've certainly talked about that in the past. And I'm fine with such a recommendation. That seems sensible as well.

I've got Don's hand up. Don, go ahead.

Don Blumenthal: Sorry. It took a minute to unmute. Maybe being hyper technical here, but I suggest adding or replacing Whois with something like domain name registration database because Whois may be a dead term before long.

Graeme Bunton: Thanks, Don. I'm okay with that so that we can change that to maybe Whois and/or RDAP or a similar thing. And, James, also maybe that's worth adding to the footnote that wherever possible existing fields should be used as an implementation note again.

Any other thoughts on this issue? I see Michele's got his hand up. Michele?

Michele Neylon: Thanks. Michele for the record. Yes, I think it was in the 2013 contract there is actual wording there which replaces Whois, which I recommend be used just for the sake of consistency. I obviously can't remember the exact wording but I would agree with Don that referring to Whois specifically is probably a very bad idea.

Actually here it is. It's registration data directory service, brackets Whois. So I think just a matter revising whatever term - wherever the terminology is used and just looking at replacing it with something more comprehensive. Thanks.

Graeme Bunton: Thanks, Michele. Don, your hand is still up but I'm assuming that's old. There seems to be agreement there. (Luke) is saying in the chat that it's only if a registrar has knowledge about it and it's not just if it's feasible the registrar needs to be aware.

I think what we're making this recommendation for accredited privacy and proxy providers, not for registrars and so these are registrations from a privacy and proxy service provider, and they would know all of the privacy and proxy registrations they're providing. So I'm not sure that that applies. But I think we've captured what we need to capture here.

Let me just check the chat. Okay. I think Mary's got that and we can move on to E, application of TS standards to privacy and proxy providers designated points of contact. And (Luke)'s point here was that we, I think, don't want to exactly copy (Tayac) because that specifies replies within four hours and that's quite an obligation.

Steve had a good response I think as well here, which was that we're not trying to directly copy (Tayac), just that it should be similar. And I guess we're trying to decide if similar is okay and that language is acceptable.

I see Steve's hand up and while Steve's talking I'm going to see if I can find the page reference. Steve?

Steve Metalitz: Yes, my only point there was that I think we were fairly careful on how we phrased this, and I think (Luke) read it more broadly. Because we were just talking about what this contact is capable of or authorized to do. That's why the (Tayac) example came up, not because it has to respond within four hours or something like that.

So - and I think it basically says that that it's - it has to do with the capability and authorization. This is recommendation 14, which is on Page 13 of the clean version. Capable and authorized, you know, to deliver standards similar to that currently required for a (Tayac). It doesn't say anything about the timeframe of response. So I think we're okay with that. Thanks.

Graeme Bunton: Thanks, Steve. So (Luke) is suggesting in the chat to keep capable and unauthorized and remove (Tayac), and Volker was suggesting that (beast) contact would be a better simile. An abuse contact may well be a better - does anyone else have thoughts on that rather than (Tayac)? I see...

Steve Metalitz: Graeme, this is Steve.

Graeme Bunton: Oh, go ahead.

Steve Metalitz: Yes thanks. You know, I don't remember who brought up (Tayac) here, whether it was the staff or I suspect it was probably registrars that brought it up. The reason I don't remember is because this language has been stable for over a year.

Graeme Bunton: You're breaking up quite a bit there and you sound a bit far away.

Steve Metalitz: Hello?

Graeme Bunton: Try again. I'm not sure, we may have lost Steve there. I think I'm hearing Steve though, or at least I was gathering the point that this has been language that's been in there for a long time. Yes, and Steve is cut off. He's coming back in.

And so I guess we - the wording is capable and authorized similar to (Tayac). Do we say (Tayac) or the abuse point of contact and maybe that covers us there if we say either or? I see Michele and then Don and then we'll see if Steve's connected again. Michele?

Michele Neylon: Thanks. Michele for records and stuff. Yes I'm looking at the chat and I think what Mary said like designated point of contact, abuse contact, something like that. I think maybe this is up to implementation. I think, you know, the fact that we may have made a reference to (Tayac) originally was probably just because everybody agreed hey there's a systems, a process, we'll use that a point of reason and we didn't feel that we needed to flesh it out any further.

But obviously at this juncture we don't really want to refer to (Tayac). I mean it's a totally different thing and it comes with a whole different set of requirements. Speaking for my own company, abuse contact is something which will get handled and there's a process for that. I'm sure a lot of other registrars are probably in a similar position, but maybe not all are. Thanks.

Graeme Bunton: Thanks, Michele. I'm hearing strongly from registrars or service providers in here that say I just may be a little too specific.

And that abuse contact might be more meaningful and I think Michele made the point in there that this is essentially what we're doing here is providing implementation guidance of what it kind of should be like.

And so it's seems reasonable to me that we can make a couple of suggestions for what a capable and authorized point of contact is like and maybe that doesn't have to be specifically be TA.

And (Darcy) is weighing in here as well. Does anybody reject to removing TEAC and specifying something like domain abuse or do we just leave it as capable and authorized?

I've got (Don) in the queue and then we'll come back to (Steve). (Don)?

Don Blumenthal: Appreciate it. Just responding to something that was said I think this probable final call is a good time to go back and look at things we might have forgotten even in the course of the year plus.

I would suggest removing TEAC though. Nothing against it but there is always the risk of even as a suggestion tying ourselves to a set of standards that could change.

Yes that could change by the very nature of those standards that...

Graeme Bunton: Okay. Thanks (Don). And I - there doesn't seem to be any real specific support for TEAC. And so capable and authorized is really the piece that's important. And we can drop the reference TEAC specifically and I think we can move on. (Steve)...

Steve Metalitz: Yes (Graeme) so we're just talking about dropping the parenthetical here? So we just...

Graeme Bunton: Yes.

Steve Metalitz: ...it would end at information request received. I'm fine with that. Thank you.

Graeme Bunton: Great okay, awesome. And we get to move on from there into requiring some verification in Recommendation 17 also from (Luke).

And this was another issue that (Steve) responded to (Luke)'s email fourth bullet point, Page 17 doesn't allow for a third party to perform the email address verification.

We were going to cross reference Recommendation 5 as per (Steve)'s a suggestion. And (Mary) is saying it's at the bottom of 15 in the redline version. Oh sorry top of 16 says (Mary). Let me see if I can find that. All right (Steve) is that a new hand or an old hand?

Steve Metalitz: I think it's the top of 15 if I understood what (Luke)'s concern was. It's about triggering the obligation for verification and re-verification?

Graeme Bunton: Yes I still can't find it. It doesn't sound like it was...

Steve Metalitz: I think is the top of 15. When a service provider becomes aware of a persistent delivery failure for a customer that will trigger the PP service providers obligation to perform a verification re-verification as applicable so - and its kind - it kind of refers back to our recommendation about validation and verification.

So I'm not if I understand (Luke)'s concern it was that if you read this literally if the - if someone else performs that verification then the privacy proxy service provider is not in compliance. Is that your concern (Luke)?

Graeme Bunton: I see him typing. Yes he's got it maybe.

Steve Metalitz: Okay. Yes I mean I think we can cross reference make a cross reference to Recommendation 5 which makes it clear that if you, you know, gives the example of a provider who is affiliated with a registrar than the registrar may be doing the verification re-verification, provider doesn't have to do it again.

So I think that this - I would think that would clarify, you know, hopefully that would address (Luke)'s concern.

Graeme Bunton: I get the impression that it does. And that seems reasonable to me. And unless there's any more thoughts on that we'll keep going, lots of agreement there, great.

The last thing was G was a suggestion from (Luke) about accreditation fees which I enjoyed as a suggestion but I believe it's (Steve)'s response that that's probably an implementation issue. And I'm not sure we can make that recommendation or not because it depends on what the regime ends up looking like but ambitious addition. I see (Holly)'s hand up.

Holly Raiche: Not to this issue just to ask are we going to - I've made some very minor recommendations but are we going to - are they going to be adopted?

Graeme Bunton: I have that on my list to talk about next.

Holly Raiche: Okay great, thanks.

Graeme Bunton: (Luke)'s saying if you don't try. So I think we can all move on from that one unless anyone else has thoughts about them making reference to potential fees?

(Bradel)'s pointing out in the chat that (unintelligible) high fees will be prohibitive for accreditation and more privacy and proxy services may not be accredited. It's not an area we want but I still think that's a pretty strong implementation.

So that brings us to the end of G but I do have H and I. And H was appropriately for (Holly)'s proposed edits as she just mentioned.

One was being a bit more consistence around beneficial user, customer, registered name holder, use of the term affiliated and the definition and forward versus leeway. And I don't think there's any controversy about those and...

Holly Raiche: No.

Graeme Bunton: ...the point I'm seeing from (Mary) in the chat is that it sounds like those have been adopted. So thank you (Holly) for the close reading, that's appreciated.

Holly Raiche: Thank you.

Graeme Bunton: I have an I2 which was transfers and whether the removing the privacy proxy does not constitute a material change in registered name holder and therefore prevents the 60 day lock from applying?

I haven't been following that issue too closely. So I'm not 100% sure that's resolved or not. I see (James) has his hand up. That's perfect, (James) please.

James Bladel: Yes. Thanks (Graeme). This is (James). And I'll speak to that just briefly here. And again it is likely something that is not a major concern except to the registrars and providers that will have to implement this.

But the recently concluded recently I mean 2012 concluded IRTPC Transfer Working Group and its implementation team which wrapped up its work and will be scheduled to implement it August of next year touches on the use of privacy services as whether or not adding or removing a privacy proxy service constitutes a change of registrant and triggers a couple of things a reverification of the data, whether it triggers consent from both parties the both the service and the underlying customer and then also implements the 60 day lock against subsequent transfers.

And through the implementation we went back and forth on this extensively through the implementation of that transfer policy.

And I think where we landed was and folks please correct me if I'm wrong is that registrars are going to need to have some degree of flexibility here in determining whether or not adding, or removing or canceling a privacy service constitutes it crosses that threshold and triggers this other policy and all of its other downstream requirements.

So I item number one I'd be very careful about this group PPSAI wading into those waters and disrupting something that took, you know, a number of years to sort out and untangle.

But secondly I think that the concern that I would have is that if registrars were too tightly bound to one approach or another that they would, you know, it would create a lot of negative consequences that we really don't want to address.

So my recommendation is that privacy proxy accreditation stay out of the issues of transfers in terms of whether or not it triggers the IRTPC change of registrant process.

And then leave that to the registrars as the flexibility that was determined under that transfer policy and not duplicate or even create incompatible requirements under this policy. Thanks.

Graeme Bunton: Thanks (James). That's pretty sensible. Having that locked in place would be a serious problem for many people I think. I've got (Amy)'s hand and then (Kathy). (Amy)?

Amy Bivens: Hi. This is (Amy). We just wanted to point out we just wanted to go back to the language of the transfer policy because if you look at it I'll paste it in the chat the transfer policy seems to be pretty clear on this.

We think in reading it that - so the registered name holder data is, you know, the privacy or proxy data if that's what's in Whois.

And if you look at how material change is defined it defines it as a change to the register name holders name or organization that's not a typographical correction any change that is accompanied by a change of address or phone number or any change to the email address.

And so the way we read it is that, you know, if that individual information changes because the privacy proxy service is removed or changed then that would be a change.

Graeme Bunton: I think what (James) was saying and I would agree with is that could be considerably problematic.

James Bladel: So let me take this into steps if I could (Graeme).

Graeme Bunton: Yes. I've got you can respond. And then I've got (Kathy) in the queue. And that I think...

(Kathy): (Graeme) I'm on a slightly different issue. So I'd love to hear (James) response and the discussion with (Amy). Thanks.

Graeme Bunton: Great.

James Bladel: Yes so maybe the...

Graeme Bunton: Just briefly we've got about 18 minutes left. We're not going to get to going through the executive summary.

But we do need to hear from (Mary) about next steps and consensus calls. So that's my encouragement to keep this a little brief. Thank you.

James Bladel: So thanks. (James) I'll be brief. Maybe we can agree in this group that this issue belongs in the transfer policy implementation and not part of the privacy proxy implementation.

And then we can take this other issue and continue because look, you know, just bluntly to (Amy) and (Mike) that is not where I understood this, you know, years of the IRTPC to work.

For example we had a number of discussions about people changing, you know, non-typographical nonmaterial changes and apparently that was disregarded by staff.

So we can have that conversation somewhere else and not entangle the privacy proxy PPSAI work in that other issue. Thanks.

Graeme Bunton: Thanks (James). And (Jeff) keeps saying that he got bumped off the call. I think that's probably sage advice which would be to not mess with any of that particular transfer policy inside of PPSAI. (Kathy)?

(Kathy): Okay. So let me ask (James) the question I was going to ask him but it may be a question for (Mike), or (Graeme) for you or (Amy) which is from a - from a customer perspective not a registry from a customer perspective what's happening here?

And what are we debating when - so we move proxy privacy providers in a sense what should we be kind of teaching customers to look for every time there is a revalidation or a reverification there is of course the chance that might be lost in spam and other things.

So can somebody just walk me through the different possibilities the different scenarios from a customer perspective that we're looking at with the different scenarios people much more expert than I am have in their heads? Thanks.

Graeme Bunton: Thanks (Mary).

James Bladel: (Graeme) this is (James). In the interest of time I would volunteer to address that with (Kathy) off line so - because it is fairly extensive. Thanks.

And this is, you know, and I see (Mike)'s post to the chat that this is a - this cake is already baked. And if so then I think registrars have some more work to do as far as - because that's not exactly how we would see it. Thanks.

Graeme Bunton: Great, thanks (James). And I'm sure (Kathy) will be happy to take you up on that particular offer. And this certainly does sound like an issue that is reasonably outside of the scope of PPSAI and possibly will raise the ire of registrars.

So let's put that one aside for now and maybe let's hear from (Mary) before we run out of time at the next set.

Mary Wong: Hi. This is (Mary). I hope that I'm coming across more clearly this time.

Graeme Bunton: Much.

Mary Wong: Okay, thank you. Sorry I'm on a bad connection here. I'm away from my usual workplace.

But, you know, before I do that just real quick (Graeme) because I think most of the discussion on the list and today have captured some of the most of the if not all of the substantive changes that were made to the recommendations.

So much of what's left in the executive summary that are changes are mostly clarifications of language or additions at the request of the working group following Dublin discussions and so on.

I just wanted to highlight that there's a couple of recommendations that don't seem to staff to be controversial because again they come from the working group's subsequent deliberations in Dublin and after.

But I just wanted to point out for those with limited time that as you go through the executive summary some of these additional ones would be in Recommendation 19, 20 and the general recommendations.

And they can send things like having a periodic review post implementation, maintaining statistics and things like that that came out of Dublin.

As to the next steps the consensus call per the work plan is to close on Monday. And the date of submission of the final report to the council the last day for the December council meeting is actually Tuesday.

So the staff will try our best to incorporate the changes that we agreed on today into the report. We think we've got some pretty clear notes as to what they are.

It would help before we actually do that we can send a note to the list summarizing what we think they are.

But following that we would then send a final reminder to the list to say, you know, the consensus call is ongoing, it closes Monday and please if you can to indicate as a working group member whether or not you support all the recommendations.

You know, if by the close of Monday we don't, you know, get statements of support the presumption is that there is support.

If of course you do not please indicate that expressly as far as in advance of Monday as possible.

And do indicate expressly what the recommendation is that you don't agree with so that we can indicate that in the final report that, that particular recommendation did not get full consensus because anything that we don't indicate had an objection or nonsupport would be full consensus as it's currently phrased.

Finally -- and I think the chair did write to the list about this -- in terms of anyone who disagrees with any of the recommendations if you or a group that you're representing would like to submit a minority statement again those need to be in by Monday but preferably they should really be sent to the list before that as much as possible so people can see what they are objection is detailed to be.

(Graeme) that's kind of all this from us, I hope that was clear but we can of course answer any questions in the few minutes that remain.

Graeme Bunton: Thank you (Mary). Does anyone have any questions for (Mary)? And I see a couple of people typing so while we're typing let's do this we've got about 11

minutes left we're not going to have time to go through all of the executive summaries.

So what I would like to do is ask if anybody has any other issues that we haven't raised today either in the executive summary or not if there are any thoughts on this report that anybody else has?

And it is also worth noting that we still need to come back to 2B and we need to do that very quickly.

So what do I see in the chat here? I see that we're seeking quick confirmation that agreement is a personal agreement to participants in the working group not an official statement of the stakeholder groups.

So I guess that's a question for you (Mary) about what kind of statements people are submitting? (Mary)?

Mary Wong: Oh I'm sorry. (Graeme) I'm - were you referring to (Kathy)'s question? So of course groups can send in minority statements. We've had those in the past. But just to clarify that as a working group member everybody is of course an individual participant.

Graeme Bunton: Okay thank you. I think that answers (Kathy)'s question. (Vicki) is mentioning in the chat around the Page 8 paragraph and definitions that we talked about pretty early on in the call that we still haven't quite resolved yet.

I see (Steve)'s got his hand up. And this is still another call. We've got nine minutes or so for any other issues. (Steve)?

Steve Metalitz: Yes. I don't have another issue to raise I just wanted to point out that I think as looking at our agenda 2A through the other two you added I guess H and I, I know that - I think we've - and I guess I'd like staff to confirm that we've

come to rest on all of these except for B which is the one that (Vicki) just referred to.

And I'm not sure we've come to rest on the last item the IRTP material change issue. Are those the only two where we haven't pretty much got this nailed down?

Graeme Bunton: That's my understanding. I see (Mary)'s hand up. (Mary)?

Mary Wong: Thanks (Steve), thanks (Graeme). Yes that is the staff's understanding based on the discussion today as well.

Steve Metalitz: Okay. So in - with regard to B just again to review where we I think we are my - I had as (James) whether he would agree to drop the last two sentences of those four sentences we would be adding a footnote about knowingly from the first sentence.

And his, you know, immediate response reflecting that everybody needs a little - a few minutes off the call perhaps to think about this was to say why don't we drop the first and third sentence and just keep the second and fourth sentence, you know, drop the first sentence about registrars not knowingly accepting registrations from non-accredited services.

And again just having thought about that during the call here I don't think we can - we would be - I don't think I would be comfortable doing that because if you go back and look at the RAA you see that in the interim specification on privacy and proxy it says basically that they will, you know, that registrars will not knowingly take registrations outside the scope of a policy.

But it doesn't to me there is some provisions in the RAA for example regarding resellers that say they won't knowingly take registrations outside the scope of the policy if the policy says that.

So I think we need to say that. I mean I'm just not sure how we can avoid having that sentence. And I think the knowingly footnote helps to clarify what exactly, you know, the registrars are and aren't obligated to do.

So I guess I would just ask -- and I know that with - in six minutes we probably aren't going to resolve this -- but could (James) and others consider whether we could just go with those first two sentences with the footnote about knowingly which I think we're pretty - we're all pretty much in agreement on.

So that's where I think this is, you know, that's kind of the decision that I hope we can make, you know, today at the latest and can come to closure on that issue.

I don't have anything to say on the two I issues the material change but I think on 2B that will be my proposal. Thanks.

Graeme Bunton: Thanks (Steve). That's helpful. (Stephanie) is looking for the opportunity to reread the document. I'm sure we're going to get a next version of this with the stuff we've talked about today as soon as possible.

And I've got (James) with his hand up in response to (Steve). (James)?

James Bladel: Hi. (Graeme) speaking. So to (Steve)'s question if we can move the material change out of this, you know, or maybe if (Mike) is saying that, that is, you know, a closed book then maybe we need to continue to work on it here.

But as far as the persons that the sections about knowingly you know maybe I would ask (Mary) if she could perhaps put that section up to the list and then I'll propose some modifications to it.

Actually (Steve) I was trying to see the issue through the eyes of a law firm and the potential trap that could be built in by that first sentence in that once a

registrar or a provider becomes aware that a law firm is acting in a capacity of an unaccredited service it would have, you know, either an obligation or at least an excuse however you want to look at it under the policy to no longer accept registrations from that law firm.

And I don't think that's what we want. I don't think that's the intention of folks on the call. So I, you know, I just - I think that we should take a closer look at the potential side effect of that.

And if it's - if there's a way to do that just by shoring up the language and capturing what we want to say then I think we should do that quickly on the list. Thanks.

Graeme Bunton: Thanks (James). I think the operative word there is quickly. I think we need to do that today. So let's do that today.

I think as you asked get (Mary) to put that language out and you can formulate a response. Then we'll have that discussion and hopefully wrap that up in the next few hours so that we can allow staff some time to include all the work that we've done today and get a new version out so that everybody has the most amount of time as possible to review.

I'm seeing people who have to drop off for other calls. We've got about three minutes. Does anyone else have any other issues before we leave here to go wrap up those last final tidbits?

Chris Pelling: I have a question. It's (Chris). So it was my...

Graeme Bunton: Oh (Chris) sorry. Pardon me?

Chris Pelling: Was my point earlier carried?

Graeme Bunton: Yes it was.

Chris Pelling: Cool okay. That was easy. Thank you.

Graeme Bunton: Thank you and sorry I forgot about you earlier. So (Mary) is saying they'll do their best to get everything is requested ASAP today.

(Stephanie)'s asked about (Holly)'s point. (Holly)'s edits were - that she put to the list were approved I'm assuming that's what you're talking about?

(Stephanie): Yes.

Graeme Bunton: Great. So let's leave it there. Thank you everyone for coming. That was long call. We got through a lot of pieces.

There's light at the end of the tunnel. Let's see how quickly we can crank through those last two pieces and let's try and do that today.

And then we'll begin our consensus process. So thank you everybody. Have a good afternoon.

Woman: Thank you.

Graeme Bunton: And we can do this. We can finish it off quick. Thanks.

Man: Thanks Graeme, thanks all.

Woman: Bye.

END