

Transcription ICANN Durban Meeting
RAA Registry Agreement
Saturday 13 July 2013 at 11:30 local time

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Coordinator: Excuse me, this is the Operator. I'd like to inform parties today's conference is being recorded. Thank you, you may begin.

Man: The next upcoming meeting in Hall 2C scheduled to begin at 11:30 is the RAA Registry Agreement 2013 Accreditation Agreement scheduled to commence at 11:00 and end at 11:30.

Man: Correction of previous statement. It begins at 11:30 and ends at 12:00.

Jonathan Robinson: Hi, everyone. Can I call the meeting back to session? Hi. Can I get everyone back at the table and the meeting back on track please?

Right, everyone, if we could have the councilors back at the table and we bring the next session up which is to discuss the Registrar Accreditation Agreement and we're going to receive an update - Margie, we're just hearing from you, are we?

Margie Milam: Mike first and then myself.

Jonathan Robinson: Okay. Hi, Mike. All right so we'll just give a minute to start the recording. We're good to go. All right thanks everyone. Welcome back to the table. Welcome to those of you who have joined us in the last few minutes.

This is the GNSO working session on Saturday where we provide opportunities for the GNSO and the Council to become up to date on the latest work that's been going on and this next session is on the Registrar Accreditation Agreement. And we'll kick off with input from Mike Zupke.

Good to go. Thanks, Mike. Over to you.

Mike Zupke: Great. Thank you. Sorry, I'm a little close here. So I'm Mike Zupke. I'm the Director of Registrar Programs for ICANN. And I've been working with a lot of people on staff and of course the Registrar negotiating team on the new Registrar Accreditation Agreement.

A lot of work went into negotiating that. And of course we received a lot of public comment too, which we took in consideration. And so I just wanted to give you a little bit of an update on where we are right now, what the status of the agreement is, what implementation and then Margie will speak to some of the work that will more directly, I think, affect the GNSO in terms of next steps.

So as I'm sure you're aware there was a public comment period for the Registrar Accreditation Agreement. That closed and then ultimately the agreement was submitted to the Board after we went through the comments and tried to see which we could make changes to the agreement for.

To do that we worked with the Registrar negotiating team and had a lot of really intense - and by intense I mean compressed timeframe discussions with Registrars. And they were extremely helpful in getting this to the next

step. And I think every one of them on the negotiating team was exceedingly helpful and worked really hard on making that happen. And I think they all worked over the weekend. And so I should, before I go any further, just express, you know, my really sincere gratitude for all of the work that they did and, you know, in a very short timeframe so thank you to all of you for that.

I didn't really want to get too much into the substance of the agreement because not a lot has changed in real substance since the agreement was posted for comment. I'd talk a little bit about the changes that were made though.

So as I mentioned, you know, there were a lot of good comments that were received. We tried to take into account as many as we could in revising the agreement. And you'll see quite a few revisions to the agreement were generally clarifications.

So for example, the proxy and privacy service specification applies to resellers in a certain way and that wasn't really clear from the original document that was posted. So we clarified how that would apply to resellers. We also clarified that the process for amending the RAA would not be subject to a PDP or consensus policy.

We also clarified things like how the rules for Whois validation would be implemented. There were some suggestions that we were not able to incorporate in the agreement either because they were - excuse me - they were already subject to negotiations or we felt it would be better suited to a PDP. And in some cases it just wasn't really feasible or desirable as contract language although they may have been good suggestions.

And so, you know, as examples of things that were already subject to negotiation we received a suggestion that we require registrars to verify both the email address and a telephone number of registrants and account

holders. This was a topic that we discussed, you know, at considerable length.

And ultimately, you know, we reached a compromise where registrars would be validating either the email address or the telephone number when accepting new registrations and at other certain defined times.

There was also a suggestion, I think, by a registrar that we remove the requirement that registrars validate Whois fields across the fields meaning that the house number exists on that street, that the street exist in that city, that the postal code matches, that the city is in the country. That requirement was not removed so there was an example of one that was already subject to negotiation.

You know, just another example was that I think this was another registrar request that registrars not be required to post their abuse point of contact email address on their Website and that is still in the agreement so that was not included.

Most of the issues that we felt were better subject to PDP were related to the privacy and proxy service specification. What we came up with was I think a pretty solid baseline for privacy and proxy services that are operated by the registrar.

And most of the requirements in that deal with disclosures that consumers have a reasonable expectation of what sort of service they'll receive and they could, you know, choose a service accordingly so that they can allow, you know, the marketplace to help them make a decision with full information.

And so we're very much aware that there were a lot of suggestions for how the privacy and proxy specification could be improved in some people's view where in other people's view that would not be an improvement. So, you

know, this is clearly something we felt would be better left to the policy development process.

And in fact, the specification itself anticipates that and has a sunset provision that was meant to encourage policy development in this area. But generally the idea was it shouldn't be staff and registrars in the room who are going to figure out all of those issues, which are really complex and have a lot of stakeholders with different points of view.

And then last, you know, there were some issues where we felt it just wasn't feasible as contract language. One of the suggestions - and I believe this was a registrar suggestion - was that certain bylaws, mechanisms, be incorporated in the agreement - generally mechanisms that would allow for review of ICANN decisions.

And we felt that, you know, the bylaws need to be set the way that they are in - it would not be appropriate to hardwire this in the agreement itself. And in fact, you know, we had an issue with this in the previous-previous negotiation of the RAA where the definition of consensus policy or how the agreement would be amended was hardwired into the agreement.

And so it was better - because it changed - evolved over time since there was a DNSO so, you know, we learn it's better not to hardwire ICANN procedures and policies into the agreement.

There were some other issues of clarification that we felt just, you know, were not really feasible. The term Applicable Law appears in the agreement in various places and, you know, well so, you know, I probably don't need to tell you but, you know, it could mean different things and it's really based on circumstances. And so to define it might really constrict what it was intended to do.

You know, and another example is the term, "commercially reasonable, where we felt that there needed to be some flexibility in these areas where we still were learning about what the marketplace - the way it might roll out and the way registrars might implement.

So before I move on to the next slide I'll just stop and see if there are any questions so far about that.

Okay, seeing none. So the Board approved the agreement on June 27. I believe it was a Thursday. So we're - staff is currently in the process of implementing. And if you could go ahead - thank you.

So here's kind of an update on where the staff is in terms of implementation. You know, we got through this really heavy duty negotiation session with registrars. And it was a lot of work. And, you know, it really didn't occur to me how much more work that would be involved in implementing this agreement. And it's really - there's quite a bit there.

And I know that I can't really complain because I think registrars probably have twice as much work to do as staff does here. So the new application for accreditation is going to be posted in the next week. We revised it and it's just about ready. It's just a matter of getting that posted on our Website.

We've already got applicants who have applied under the old application and so they're not going to be allowed to have the 2009 RAA. I know that was a concern for some people.

And in fact registrars who have been accredited recently, within the last month or two, what we've done is we've given them a very short-term 2009 RAA so the 2013 agreement has a transition period wherein registrars who are on the old agreement have, for many of the obligations, a deadline of January 1, 2014 to become compliant with many of those new obligations.

So the registrars who became accredited over the last couple of months got 2009 RAAs that would expire on January 1, 2014. So basically they'd be on par with the other registrars in terms of when the new obligations are - or when most of them would take affect.

Some of the registrars who are renewing rather than giving them an extension until January 1 we gave them something like a 60 or a 90-day extension and then at the end of that period they would be required to sign the new form of agreement.

So we don't - so, you know, obviously it was important to us not to be creating this class of registrars who are going to get, you know, five more full years on the old agreement. So, you know, it's in our interest, it's in the community's interest to try and get registrars to adopt a new form of agreement as quickly as possible.

You know, there are a lot of enhancements in this agreement. And, you know, frankly we want there to be a fair marketplace so that we don't have registrars who have, you know, these obligations such as Whois validation competing with registrars who don't because, you know, we understand there's operational impact on registrars for some of these new obligations.

So speaking of that we've got some outreach planned by way of education. So we've got currently planned tentatively - the dates are tentative right now but toward the end of August we've got a event planned at ICANN's LA headquarters that would be generally geared at registrar operations people so not kind of your - necessarily your ICANN usual suspects but we really want to make this a valuable educational opportunity for the people at registrars who will, you know, be doing the work that's involved in implementing the new agreement.

And we've got another event that's planned toward the end of August, in fact, the Monday and Tuesday after the LA event would be in Jimen, China. And

the idea is that, you know, frankly many people in the community requested this whether they were in China or not they said this is an area where, you know, we see a need for ICANN outreach.

Because, you know, registrars need to sign on to the new agreement in order to sell new gTLDs and IDNs are launching first and so obviously it's important that we're getting registrars in those regions on the new agreements that they're able to start selling the new IDN TLDs. You know, obviously the success of those is important to everybody so, you know, we've made that a focus point.

But we're looking at other areas where we need be doing outreach also. You know, we're planning to do some Web-based activity but to the extent that other locations make sense, you know, we're considering something in Europe. Right now, you know, we're still kind of exploring what the possibilities are and what makes sense.

But, you know, it's really - we, on staff, are really committed to making sure that registrars understand what's rolling out. You know, what we don't want is registrars to sort of blindly accept the new agreement because this is what they've always done. You know, it's important and we don't want, you know, registrars to sign on and then start getting terminated by our Compliance team because they didn't know there were new obligations.

You know, and (unintelligible) there have been a number of registrars who have come forward and said this is important to us too, you know, we want to see this competitive marketplace that's fair. And so some registrars have volunteered also to come to some of these outreach events to sort of offer their own kind of operational insight and say, you know, this is what we think might be some best practices or this is how we've implemented these things.

So, you know, we're finding that collaborative spirit with registrars has really continued. And I'm really grateful for that because I don't know how the inside

of a registrar works and so this is really I think going to be a helpful process for the registrars who are in the room taking part in this.

So, you know, continuing with implementation, we're working on getting registrars to actually sign the new agreement. There's - we had a few registrars already come forward and say can I sign the new agreement? And, frankly, they were ready before I was.

You know, we discovered there were a few little minor typos in the agreement, misspellings and things and so we were sort of quickly trying to scrub all those things out of the agreement. So we've got - I think we've got that in place now so registrars who are requesting the agreement are able to ask for it.

Right now we're talking about signing paper with wet signatures and so we look to, very soon, have an e-signature process so registrars who are not eager to, you know, be among the first to do it may have a slightly easier process if they prefer electronic signatures.

So next thing to talk about is the Whois Validation Working Group and so this is part of the agreement. So the agreement itself has a specification related to Whois accuracy. And so that requires registrars to verify that the email address or telephone works of their registrant and their customer. And then it also requires this cross-field validation that I mentioned of addresses of the customers and the registrants.

And so this is, you know, this is - at least what I'm hearing from registrars, this is not an easy feat especially because this is very new to the industry and so the RAA calls for a working group of ICANN staff and registrars to work together to try and identify some tools that would be commercially and technically feasible for registrars to do this.

And so there's generally got to be an agreement between this, you know, the members of this working group that we have indeed identified some feasible tools in order to do this. And so it's not a - you know, it's not an easy undertaking, I know.

And I think that, you know, obviously any new operational implication for registrars is going to have some sort of cost whether it's the start up cost, the ongoing cost. And we're, you know, very much aware of that. And so we're trying to make this, you know, relatively as painless as possible. And, you know, I guess I have to stress that it's relatively.

So there's a working group and that working group was actually formed before the Board adopted the new agreement in anticipation of that. So we've been talking to some address validation vendors trying to kind of get an idea of what the landscape looks like.

And so that work is underway. And, you know, there's not, I think, a real great update, but to provide on that right now other than that we've been, you know, discussing some of the available vendors' options.

And what the specification says is that once we've come to an agreement this working group that there are options available that are feasible then there would be 180-day period during which registrars have to start ramping up and become compliant with that new obligation.

And then the last thing on this list is the process, which I know is of concern to a lot of registrars particularly in Europe. And that is the process for dealing with conflicts between local laws and the RAA. And so if you could move to the next slide please?

So we've got already a process that the GNSO put forward a few years ago, I think in 2008 or 2007, related to conflicts between Whois obligations and local laws. And so that is in place; that remains in place. Registrars have

always been free to use that and they can continue to use that in the near term.

And so the new provision in this RAA there's a specification related to data retention that would require registrars to retain certain data for a certain amount of time and some of that would be past the end of their accreditation agreement.

So, you know, I don't think it's news that we've received - ICANN has received a letter from the Article 29 Working Party which has specified, you know, has indicated they believe that some of these requirements may be unlawful in the European Union. So, you know, we're aware of this and some registrars have brought this to our attention.

The agreement itself says that there needs to be a process for ICANN to consider requests for a waiver of the obligations to retain data. And so really the requirements are that the registrars needs to tell us, you know, what the - I think it's on the next slide, Margie, if you can go ahead. Right.

So the registrar needs to tell us what the law is. They need to include their legal opinion, which can be from a nationally recognized law firm or from the government. It could be a ruling from the government. You know, generally there's a little bit of more flexibility on this than there is in the Whois Conflicts Policy which actually requires a government action for a registrar to initiate it.

So a registrar could more prospectively come to us and say, you know, our legal Council has advised that this would cause us to be in breach of either the Registration Accreditation Agreement or local law depending on which we were to follow. And so they could come to us and ask for a waiver.

And then they need to explain to us what are the provisions of the RAA that are in conflict. So, you know, you don't obviously get a waiver for the entire RAA; you don't necessarily get one for the entire data retention specification.

It would be for the provisions that are considered unlawful in your local jurisdiction.

So the - so ICANN, you know, we'll receive those and we've got a form that's being drafted right now which I think will probably be ready at the beginning of this coming week for registrars who wish to begin that process.

And so it's really not intended to be particularly grueling. I think that the real obstacle here is to get that opinion from your, you know, your legal counsel, your government saying here is the issue.

So then the agreement specifies ICANN will post its determination for 30 days before it becomes effective. So if we grant the waiver that will be on our Website; if we decline the waiver that will be on our Website.

And I think this is sort of similar to the way that RSEP, the Registry Services Evaluation Procedure, works. So this would give the public an opportunity to weigh in if they, you know, if they so desire. And it would also give registrars an opportunity to be aware of what other registrars in their jurisdiction or possibly neighboring jurisdictions have done.

And so, you know, what I've described is sort of the way for the - for somebody to open the door for the waiver process in the jurisdiction. But a registrar could also come to ICANN and say, hey, you know, you've already granted a waiver to a registrar on these provisions who is in my same, you know, is in my same country. Why do I need to do this again?

Really all you'd need to do is cite the previous determination and the provisions of the agreement, assuming they're the same, and say I would like the same waiver. And so ICANN will grant that unless there's some, you know, reason why it shouldn't be granted.

And I think there's generally the - there's sort of a balancing in the agreement that I think kind of favors the registrar. It's really the burden on ICANN to demonstrate that it would be unreasonable to grant the waiver to the registrar in the same jurisdiction.

So, you know, I mean, there are a good number of registrars in Europe where I think this is going to be an issue so I'm not trying to make this more difficult or more paper-consuming. I would like it to be more streamlined.

So that's the goal. I think in the last week or two I've been getting, you know, a bit of an education from everybody I sort of sit next to on a plane or on a bus or in a cab explaining to me about - a little bit about European privacy law. And so, you know, I think when we - when we get these requests the more formal analysis will begin.

But, you know, the understanding I'm getting from registrars is in particular, I think, related to this letter from the working party. You know, and the concern, I think, seems to be that, you know, there's a directive that, you know, applies to these nations in Europe that may not be worded exactly the same in local laws.

They'd like to know whether or not the waiver could be applied to registrars across jurisdictions in terms of, you know, national boundary lines or whether it would be sufficient for it to be within Europe that they can all get the same waiver.

And so, you know, I don't have an answer to that but I do want to let you know that we're aware of that concern and we're trying to look at ways that we can, you know, make this as streamlined as possible. So it may be that a registrar will have to cite their local law but explain how the directive is really applicable the same way so that it's not, you know, an entirely burdensome process that needs to be done anew every time.

So that, I think, is probably the implementation issue of most concern to registrars right now at least that's what I'm hearing the most about. So it's a lot of work being put into this kind of at the front end so that it doesn't become a big challenge later on.

And I know that, you know, this is probably one of the gatekeepers to some registrars being able to sign the new RAA because they obviously don't want to sign an agreement that would require them to break the law. And so, you know, this is really on our short list of things to get done, you know, in short order.

So that's really where we are. And I kind of ended with a big one. But I guess I can stop here before Margie goes to see if there are any questions.

Jonathan Robinson: Thank you, Mike. I'm quite conscious that we do need some time for discussion and questions. This probably raises quite a bit. So I think we should take a moment and do that. So, Yoav, anyone else? Wolfgang. And (unintelligible).

Yoav Keren: Yeah. One of the issues that (unintelligible) we raised that is important is to have serious outreach effort to actually get this implemented. The biggest problem is not with the big registrars that are involved in this process and are here and or in the negotiation team or stuff like that but actually all the smaller registrars that are around the world are less involved in what's going on.

Saying that one of my question is why not - I know it may be - it's a last minute request but I think it's a good opportunity to have a session - an educational session here while - in Durban because we're going to have a few dozens probably of registrars coming from different places, traveling to the US or China, you know, for some of them there may be additional costs that they wouldn't want to bear.

So it can be a good chance to do it. I know you don't have this planned yet but maybe we can still schedule something one of these days here.

Mike Zupke: Okay. Thank you. And I - you know, I think you've identified that will be a pretty big challenge to do but, you know, I'll see what we can do. And it may be more of an informal thing but I'll look into that. Thank you.

Jonathan Robinson: Wolfgang.

Wolfgang Kleinwachter: Thank you very much. Wolfgang Kleinwachter. My understanding from your intervention is that you go registrar by registrar if it comes to waiver so that means very individual procedures.

So if I read the letter from the Article 29 Working Group in the Page 2 they are arguing, "In order to avoid unnecessary duplication of work by 27 national data protection authorities in Europe..." It's now 28, by the way, "...with this level the working party wishes to provide a single statement for all relevant registrars targeting individual domain name holders in Europe."

So my question is, you know, whether you can just organize it in a much better way that you'd go not really, you know, case by case of each individual registrar, you know, has to take it in a way which would really duplicate work.

And my question is also do we have any comment or, you know, what is your reaction how to accommodate the concerns which are expressed in the last paragraph of the letter?

The last paragraph of the letter says, "In general we repeat that a problem of inaccurate contact details in Whois database cannot be solved without addressing the root of the problem; the unlimited public accessibility of private contact details in Whois database. In that light the working party welcomes the growing number of registries in Europe that are offering layered access to Whois data."

So my question is, you know, do you consider all the - in future discussions to have a layered access or whatever as a provision?

Mike Zupke: Thank you. So I think - maybe I'll start with the second question first, you know, that's really a bigger question than I can solve or I think anybody on staff can solve. I think this is really a, you know, it's the big Whois question that we've all been looking at for a long time.

And I think, you know, the Expert Working Group has released their paper that's got, you know, some interesting ideas in it. And so I think that might be a way to go. You know, like I say it's really, you know, way above my pay grade.

In answer to the first question, you know, I think the agreements themselves are between ICANN and each registrar. And so I think at some level it needs to be between ICANN and the registrar how the waiver is granted.

You know, I think, though, the goal can be to make the process as simple as possible. So if it's a one-page form that says, "Me too," that might be the way to go. But I think at some level it needs to be kind of an individually handled process.

Wolfgang Kleinwachter: Okay, thank you.

Jonathan Robinson: Michele, I notice you nodding. Was your point covered or did you have - to add to that?

Michele Neylon: Oh, don't worry, I have plenty to add to that. Michele Neylon, registrar from Europe and also Chair of the Registrar Stakeholder Group. I have some serious concerns with how this is - how this entire thing around the data retention and waiver is going to be applied.

I would actually have to strongly disagree with this idea that it's going to be individually negotiated with each registrar. I can see massive issues with that. That would, to me, as a smaller registrar, would put me at a distinct disadvantage to a registrar such as, I don't know, I'll pick on them, say 1&1 or another company that might be able to afford a large legal team and get into some kind of special unique agreement.

The way that I would interpret the letter from the Article 29 Working Party is pretty much the same as the gentlemen down there. It's Wolfgang, isn't it? Yeah, sorry. I'm hopeless with names especially this early in the morning and I haven't had that much coffee.

It sets, you know, this entire thing that the Article 29 party has said is that they don't want duplication, they don't want a situation where I write to my data protection commissioner, Volker writes to his, Euro DNS writes to theirs, all the UK ones, and there's quite a few of them, each one of them writing and, you know, this kind of thing.

It should be some kind of baseline exemption around the data retention specifics because they are in contravention of European law as transposed by each national one. And that the jurisdiction should be perceived as the European Union.

And it should not be a case of negotiating special terms with each and every registrar because I don't see that as providing a level playing field. I mean, one of the key things around this entire new agreement is that it does improve the overall ecosystem, potentially.

However, that will only be successful if all registrars who sign into it do so knowing of what they're signing into and also allowing for those of us who don't have limitless funds to be able to sign in at the same level as those who do. Thanks.

Mike Zupke: Thank you.

Jonathan Robinson: A follow on with Jeff and then James.

Jeff Neuman: Yeah, I was going to raise - I have two points. I was only going to raise the second one but this whole discussion - I mean, I do have to kind of side with Michele and others that if ICANN knows something - it violates the law then I think, you know, you guys should help the registrars and not have to have the registrar explicitly request this waiver.

Because you are, as Michele said, you're really putting a disadvantage on the small registrars that haven't, you know, hired lawyers to tell them what all those issues are. If you know it, you know, act in the public interest, you all should automatically grant that and based on their jurisdiction as opposed to giving them the burden of coming to you. I think that's fair and I think it's the right thing to do.

But my real comment was, you know, if you look at the agenda it basically says the next steps for the GNSO and it talks about, you know, the GNSO may now wish to consider where there are remaining policy issues it should take up.

Do you have a list handy or can you come up with a list of here's the issues that we discussed during the negotiation should go to the GNSO? A simple list like that for us as opposed to having each of us go through the agreement and try to figure out which ones were punted to us, that would be great assistance for us and then we can get started or at least get the discussion started on whether we should take up the policy work.

Margie Milam: Thank you, Jeff. I'm going to cover that in the next section.

Jonathan Robinson: Okay. So we've got - we're going to - thank you, Jeff, that's a good question. I'm going to close this discussion with James because Margie has

some small additional component to put on the table. And we've gone past the top of the hour so James and then we'll go to Margie.

James Bladel: Thanks. I'll be very brief. And I just wanted to point out that, you know, this issue of the waiver process is kind of snowballing on us here. And I think that, you know, citing the letter - thank you, Wolfgang, for reading that into the record - it does not necessarily say that where the registrar is located - that registrars targeting European registrants, so that's us - that's pretty much everybody.

So I don't think it's - I don't think it's wrong to look at this holistically and say, look, we did the work but now we've got this outside group coming in saying you made a mistake. But, you know, let's maybe look at a blanket process to fix that mistake rather than doing this piecemeal and creating those competitive inequities that Michele - I don't think there's any shame in that.

And I would just kind of add that the easy part is done; the words are on paper; believe it or not. It took us two years to get here and that was the easy part. The hard part is now beginning. So this outreach effort I commend, you know, I think Cyrus and Mike and all the folks but I think that there's no such thing as too much outreach in this regard.

You know, more locations, more, you know, I think as Yoav recommended, piggybacking on already existing meetings, just adding a session for outreach is always a good thing as well because we need to shout this one from the mountaintops to the folks who don't come to ICANN meetings, who don't read these announcements, who've never been to the Website, you know, they need to know what's in this. Thanks.

Jonathan Robinson: You mean, you're referring there, James, to registrars who don't come to ICANN meetings?

James Bladel: Exactly.

Jonathan Robinson: Who are impacted by this change.

James Bladel: Absolutely.

Jonathan Robinson: Thanks. Joy and then...

((Crosstalk))

Joy Liddicoat: ...do one follow up. Joy Liddicoat for the record. I mean, I think that it's critical that any outreach includes a registrant who believes they are currently protected by laws in their country and in their region which this new accreditation agreement contradicts.

So, you know, I mean, I entirely agree with the cost burdens on registrars, and the inequity of that. But at the end of the day the data they have belongs to registrants.

And I just - you know, still find it astounding that a Registrar Accreditation Agreement can be negotiated with nonnegotiable points that cover an entire region. And I know that we are considering (unintelligible) stakeholder group the need to take the Article 29 opinion to each of the privacy data commissions in their own countries where we have gTLD registrars and ask for opinions in light of it. So I don't think this will be an issue that only speaks (unintelligible).

Jonathan Robinson: Thanks, Joy. Let Margie pick up on her points now and we'll take it from there.

Margie Milam: Sure. And I can do this very quickly. What I was going to cover was obviously the next steps for the GNSO. And just to remind you there was a Board resolution that kicked off the negotiations and asked for an issue report on what we call remaining issues.

The issue report was published prior to Costa Rica and we were waiting to find out, you know, what happened with the negotiations. So essentially in order to do that we have to - staff is going to deliver a paper that identifies the issues that were not essentially included in the negotiations or completely satisfied.

One of them is going to be obviously the privacy proxy issue. And so essentially the next step for the GNSO will be to kick off that PDP since the preliminary issue report and final issue report has already happened it'll, you know, the next step is essentially once you get the paper from staff, which will happen after Durban, you know, here's the issues that are remaining, privacy and proxy obviously is the big one that comes to mind. There may be a few others.

But they'll be clearly identified then I'll be in the GNSO's hands to commence the PDP. So those are the next steps and I've provided some links here for you if you have any further questions.

Jonathan Robinson: Thanks, Margie. Jeff, is this question...

((Crosstalk))

Jeff Neuman: Yeah, so to clarify - I think you said it a couple times - but for everybody, no need for new issue report. What we go straight to is drafting a charter if we chose to.

So maybe during our wrap up session, you know, that's kind of an action item coming out of that is just to get a charter so that we don't - we can simplify the two steps that Marika was talking about before which is we don't initiate the PDP then do the charter; it seems like we're ripe now to do the charter and initiate the PDP at the same time.

((Crosstalk))

Marika Konings: Yeah, so this is Marika. And this is a Board-initiated PDP; there's no intermediate vote of the Council to actually initiate the PDP itself. It would just be a vote basically on the charter moving ahead basically.

Jonathan Robinson: Thanks. In terms of Jeff's suggestion to capture the wrap up points, who's capturing those? Is that Mary - you - you look like you were writing. But if - Lars has got it on the case. Yeah, great. Thank you, Lars.

I guess we should bring this to a close given the time constraints. But I've - there's been some pretty substantial points made on this. And I'm just - I'm not clear how those are going to be responded to on this - the points - the substance of the points that were made in and around the data privacy and the response to that.

It seems like there is a position which is that individual (unintelligible) be made. There's some quite responses to that and fairly universal that I've heard. I'm just wondering what the next step - I'm not sure it's clear to me and maybe it's not clear to anyone at this stage where that goes next.

But I wouldn't mind trying to just capture that in finishing off the discussion. And, Jeff, do you have a related question or point?

Jeff Neuman: Well, yeah, I'm not sure it's a - but these issues were interesting and they were good that they were brought up but I'm not sure how many of those were actually GNSO issues as opposed to - or GNSO Council issues as opposed to registrar issues.

So I'm not sure there's necessarily going to be further action from the Council that's needed unless the registrars seek that. So I - it's just a clarification...

Jonathan Robinson: I'm sorry, I should clarify. Yeah, I wasn't expecting that they were necessarily follow up points for the Council but I feel it's incumbent on us they've been raised in this forum to at least - for at least me in sort of wrapping up the session to flag that these points have been raised.

And, you're right, they probably better dealt with between ICANN and the registrars. But nevertheless it would be useful to know if there - what those next steps might be if any. But they're not necessarily for the Council, I agree.

Jeff Neuman: Yeah, the other wrap up item is the only - the only one that was listed was the privacy proxy but are there others as well? I know you're coming out with a paper but maybe you can preview that.

Margie Milam: Just off the top of my head data warehousing was an issue that was requested. I don't know if that's something that, you know, needs to be addressed. But those are the two.

The rest of them were more or less addressed so, you know, I'm taking the position that if it was more or less addressed it's, you know, there wasn't specifics on how to do it, you know, in the recommendations, they were just topics for discussion. But data warehousing was one where there was no, you know, anything in the contract related to that.

Jonathan Robinson: Thanks, everyone. Thanks, Mike. It's quite clear that coming out of this is...

Margie Milam: May I clarify? Not data - domain name warehousing. Does that make sense? Yeah. Yeah.

Jonathan Robinson: Yeah, there is some - there's clearly some work coming out of the Council as to sort of summarize - coming out for the Council on policy development work and summarized by Margie. It's clear that there's an open issue in and

around this - the data retention issues on that. Not necessarily one for the Council to take up.

So I think we'll call it a day at that but thank you very much for briefing us thoroughly on the work on the RA - on the RAA.

So let's wrap that up and move on to the next session. It's the final session before lunch. It's something which sort of came up on to our radar screen slightly earlier. This is the digital engagement project.

END