

**Transcription ICANN Helsinki
Discussion of Proposed Amendments to the Base New gTLD Registry Agreement
Tuesday, 28 June 2016**

Note: 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

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

Dennis Chang: The recording has started, so let's get this meeting started. This is the Amending the New gTLD Registry Agreement Session at ICANN 56 in Helsinki.

Welcome, everyone. My name is Dennis Chang, GDD Services and Engagement Program Director. And I will be moderating this session today. So please, for those people who are online and for the recording, when you speak, state your name, and then talk into the microphone. For those of you who are in the back, there's a couple of roving microphones on both sides that you can use.

Let me start by introducing the Panels that we have. So I would like the Panel members to introduce themselves, starting at the top with Jon. Go ahead.

Jonathon Nevett: Hi. Jon Nevett from Donuts, and I chaired the Working Group.

Susan Payne: Hi. Susan Payne from (Vaideus). I was a member of the Working Group on behalf of the Brand Registry Group.

Rubens Kuhl: Rubens Kuhl with (CUT PR), of the (other) Group.

Cyrus Namazi: Cyrus Namazi, ICANN Global Domains Division.

Krista Papac: Hi, everybody. Krista Papac with the Global Domains Division as well.

(Francis Gryev): (Francis Gryev), Southside (Gun-SUFF).

Dennis Chang: Thank you. And again, I am Dennis Chang, and we will review the Agenda. So first, we'll provide some background of this amendment process and present to you the proposed changes to the new gTLD agreement.

And public comment period we'll discuss. A few Milestones — that's important. And provide some helpful links for you to follow up later.

And then we're going to open it up for Question and Answer session with the Panel. So what I would like to ask you is to hold your questions until the Question and Answer session because for the first few minutes here, I'll be going through some general information for everyone.

So how did this amendment process begin? The section 7.7 of the Registry Agreement provides the mechanism where I can order Working Group appointed by the Registry Services Stakeholder Group to periodically process or propose the amendments to the Agreement. Right?

In July 2014, this process was initiated with RySG, and then, since then, the Working Group of the RySG and ICANN have been discussing a set of revisions to the Registry Agreement.

And those discussions or bilateral negotiations, after 18 months, have resulted in a set of proposed changes, which is presented to you today.

So what are the changes? Some of the changes are clarifying responsibilities and updating to the term — more of the administrative type of changes. The

proposed revisions were largely focused on technical corrections and clarifications, and the ICANN published a summary of these changes on our Web site.

And I'm sure you have all seen that. The final revisions will be implemented using the Global Agreement, rather than restating the existing Registry, when this is an important point we will discuss further later.

The newly contracted gTLD will be signing the fully amended Registry Agreement is the plan. Specifically, section-by-section, we will talk about what the changes are. On the monthly reporting, we provide a change where Registry operator with a flexibility to defer the first month's report if the delegation has occurred during the second half of the month.

We also clarify that Registry operator will include domain names created during the pre-delegation testing in the monthly report if the names have not been deleted at the time of the delegation.

Section 2.9 for Registrars: we propose a revision to clarify that under the former Registry Agreement that ICANN does not approve pricing changes. Can you all see that? Okay.

Section 5.2: Arbitration-wise, we are specifying the manner in which the arbitrator will be selected for arbitration proceedings.

Section 6.7 Fee Reduction Waiver: We are proposing that ICANN may determine to reduce the fee payable by the Registry operator under the Registry agreement. Under this provision, ICANN will retain discretion to determine whether a reduction in fees is appropriate, including the terms of any such reduction.

In 7.5 f – Change of Control in Assignment and Subcontracting section, we propose a revision creating a new defined term, Affiliated Assignee, which

has the effect of facilitating reorganization by Registry operator without triggering a consent right of ICANN. Additionally, the revision also clarifies that the Affiliated Assignee's assumptions of the obligation (onto) the Registry Agreement must be made in writing.

Exhibit A of Proof Services proposed revisions are as follows:

Item 111 to 115: to reflect the ICANN's current practice of describing DNS services in existing Exhibit A and Item 116-117 and 1-2 we add clarification to the DNS classes permissible, and added permission to use txt and type 65-534 records in some circumstances.

Spec 3: We propose a revision clarified fields in transaction and activity reports.

Spec 4215 – Use of Data by User section: We're proposing a revision that reflects harmonization of provisions with a (C-Z-D-S) terms of service.

Specification 61.4 concerning IDN, we propose revision intending to capture a circumstances where the provision of Exhibit A may conflict with IDN Guidelines in the future and provide priority to the ICANN IDN Guidelines.

Spec 7, Section 1 – Rights Protection Mechanism: We're proposing a revision clarifying that Registry operator must enter into a Registry-Registrar Agreement with at least one ICANN-accredited Registrar, and specify the timing related thereto.

Spec 13, we are proposing a revision in response to the request by dot brand TLD operators, and provide that global amendment. Example: Amendments approved pursuant to Section 7.6 or 7.7 of the Registry Agreement that we cannot amend the provision of Specification 13 unless such amendments are approved by dot brand TLD Registry operators.

So those were the summary of revisions. And we'll look at public comment period. So 31st of May, ICANN notified all the Registry operators that the public comment period for the proposed amendment was open. And Section 7.7 of the Registry Agreement states that the proposed amendments will be published for a minimum of 30 days.

However, ICANN has extended that period to 43 days. Once the public comment period ends, ICANN and RySG Working Group will consider the comments submitted and then submit a final proposal to all Registry operators and the ICANN Board for a vote.

Now, please note that the comments received which do not pertain to the proposed amendments will not be considered.

If the amendment received ICANN Board approval and the Registry operators' approval, it will become effective 60 days after ICANN sends legal notice to the Registry operator. All members of the ICANN community are invited and encouraged to provide feedback. Public comment period ends 13 July, 2016, so please go ahead and submit your comments to our public comment.

Let's look at the Milestones. So, the public comment period opened on 31 May, right? It ends on the 13 July. And we will be providing a report on 12 August. And following that, we will request the Registry operator for a vote or slash approval, an approval request through the ICANN Board, and once that's approved, then amendment will become effective upon 30 days' notice from ICANN.

Here are a list of helpful links, and this slide will be posted online as with all of our other ICANN presentations, so let's get to your questions and answers so we're ready.

So anybody? Go ahead. Reg.

Reg Levy: Reg Levy, Minds + Machines. Is the fax number still a requirement under this? Just in general. There are a number of instances where I've been required to provide a fax number and, given the realities of current technology, that fax number just goes to an email address. ICANN also doesn't have a physical fax number, so it seems very odd that it's a requirement. It is fine to have it as an option, but.

Krista Papac: So, Krista Papac, ICANN Staff. Thanks, Reg. Are you talking about, like, when you're providing contact information in the Portal, or are you talking about something in the Registry Agreement, or both?

Reg Levy: Both. It's my understanding that the requirement in the Portal stems from the actual contract.

Krista Papac: Yes. So, Krista Papac, again, for those participating remotely.

So it doesn't really tie to the contract — the requirement for the Portal, and with fax numbers, my recollection — and I am working a little bit from memory here — there are certain types of contacts that we do ask for a fax number, and while I know it seems very outdated, there's certain parts of the world where fax tends to be our most successful way of getting in touch with them.

And it's one of those things where you can't make it required for some and not for others, so it's more of an operational thing than a Registry Agreement thing, so in cases like emergency contact or certain types of contacts, we plan to continue to still require fax. But I'm happy to discuss that further with you if you would like.

Dennis Chang: Did you have a question, Edmon? Go ahead.

Edmon Chung: Edmon Chung here. Just a comment on one of the points that was presented. On the Exhibit A and Specification 6 on the IDNs. Just a slight clarification.

Not necessarily the future, any conflicts with the future IDN Guidelines, but also potential conflict with the current IDN Guidelines.

And so I just want to make sure that's covered. So there has been cases where it has been identified that there are conflicts between Exhibit A and the current IDN Guidelines, and this amendment addresses that issue as well.

Dennis Chang: Thank you, Edmon. Next question? Go ahead.

Denise Michel: Denise Michel, Facebook. I'm here on behalf of the Business constituency. Could you and/or the Panel members give us some more background on how the impetus for these particular amendments — how the group of amendments were arrived at, and if there were additional amendments that the group considered but did not include?

Cyrus Namazi: Thank you, Denise. This is Cyrus Namazi with ICANN Staff. This has been a lengthy process, actually, as you saw from the presentation earlier. I see we were coming up to a two-year anniversary of when the Stakeholder Group noticed ICANN with the intent to propose modifications to it.

It started off with a fairly lengthy list of proposed revisions, and over the course of 18, 20 months, that we were engaged with the Stakeholder Group Working Group that the list was modified. I think it was shortened considerably, and I'll let (Jon) and Susan comment on that as well.

And at least from my perspective, overall it ended up being more of a clarification and clean-up of language; so that the Draft 1.0 that we all agreed to back in 2013, not too much substantive issues ended up being a part of it.

I'll let the representatives from the Working Group also comment on it if you like.

(Shore Dana): (Shore Dana) for the record. Great questions, Denise. Yes, we started this process in July of 2014, and now we're almost, you know, the end of June of 2016, so it's been literally two years.

We each had a list of proposed changes that we wanted to discuss, and as per the terms of the Registry Agreement, that's the process; that we notify them that we want to discuss changes, and they notify us that they want to discuss changes. We just did it together. They shared a list with us; we shared a list with them.

It was a lot — I wouldn't say it's a lengthy list, but there were a number of items on those lists from two years ago, and they got whittled down, because you need agreement of both parties. So if we didn't agree, they dropped it. And if they didn't agree, we had to drop it. And that's why we got down to, you know, a list of more clarifications.

There are some substantive changes in here that we think are helpful and clarifications that we think are helpful. But the list of issues that we didn't deal with is larger than the list of issues that we dealt with.

Susan Payne: Just to add, I suppose in terms of the list of requirements from the Registry side, we basically just discussed it with the Registry Stakeholder Group, so there was a sort of, you know, an initial crawl through the list of what do you think? Do you think we should set this in motion?

And those who were interested then participated in a Working Group, you know, all submitting their sort of suggested issues for negotiation, and we ended up with a kind of, you know, fairly substantive spreadsheet of issues and amendments we wanted to talk about, which we then swapped with the ICANN Staff and worked from there.

(Shore Dana): One additional point is — and it goes to Reg's question before, you know. It's been awhile since we've actually exchanged the list of items, so new ones

have come up, and people have had some new ideas that we haven't dealt with, because we kind of closed the queue, in a way, probably about three or four months ago. More, six months, yes.

And so the question for the Stakeholder Group in the next few meetings is should we kick this process off again and start dealing with the pent-up demand for other changes? And you know, that sounds like a little frightening, and I'm hearing, you know, internal screams from the folks over here.

But so that's something that we need to decide. Are the changes that we haven't dealt with that might go through this process with some success worth the pain of going through it again? You know, hopefully, it wouldn't be two years, but maybe another year of negotiations, and doing this public comment, and changing all the agreements and, you know, publishing everything.

So that's something that we need to consider.

Katrin Ohlmer: Katrin Ohlmer, (dotBERLIN). One foot up on correction about the fax number and (unintelligible). So this is still mandatory or voluntary? So I think there has been some confusion whether the fax number has to be provided and see that they get (at) inquiries.

Krista Papac: Thanks, Katrin. I know, I think there's already a comment in the public comment form about this as well. And we definitely will take into consideration as we're evaluating the comments and thinking through.

It's kind of the earlier point I made about fax number is sometimes the best way to get hold of people, which could be useful to Registries — or maybe not. But I know there's a public comment already about that. Please feel free to also submit your own comments on that, and we'll definitely consider that when we're working with comments. Thank you.

Dennis Chang: Go ahead.

Woman: I'd appreciate hearing some more background on the changes to 2.10 and 6.7. Why were they done? What did they mean?

Jonathon Nevett: Be happy to take those — Jon Nevett again.

So you ask about 2.10 and 6.7. So I'll go with 2.10 first. That's pricing for Registry services. So Registry has to provide its customers, the Registrars, notice of any kind of price change. And this notice depends on whether it's going up, going down — so there are different notices.

And what we did in the original agreement, back in 2013, is that ICANN would also get a copy of any notices. And ICANN — we've been doing it, so if we change one domain name, the price of one domain name, we have to notify ICANN and there's nothing that they do with it. It goes into some holding pattern, I guess.

And so they weren't doing anything with it, and it was pain in it for us to send it to them as well. And the Registrar is getting notice, so if there is a problem on the Registrar perspective, they'll raise it to ICANN anyway. So it was just an administrative burden for both us as Registries and ICANN, and it wasn't providing any value. So we cut out the notice to ICANN.

Again, the Registrars get notice, and to the extent a Registry is ever accused of not following the process or having some issue with the price change or increase or something like that, they will notify ICANN immediately. That's what the Registrar would know to do.

And having notices from a thousand Registries of different price adjustments didn't make sense from an ICANN perspective. So that's the genesis of that one. Rubens, do you have something to ask?

Rubens Kuhl: Rubens Kuhl. Just a minute. ICANN already doesn't receive information on the initial pricing, so that only applies to the prices that are being changed. So that was also asymmetry that we wanted to fix.

Krista Papac: Thanks, and that's a useful point. What's the rationale on ICANN receiving price changes but not initial pricing? Does anyone know?

Rubens Kuhl: No, that's why we are proposing that.

Jonathon Nevett: It was just a disjoint in the original drafting of the Agreement, in my opinion.

Okay, 6.7 is probably a longer story. The genesis of this one — this is a fee reduction waiver. We had discussed actual reductions in fees when we first started, and we had other proposals in there from a registry perspective that all got whittled down.

So the issue for a fee reduction waiver is to put – to align – the Registries with the Registrars. So for example, the Registrar accreditation agreement doesn't have the 18 cents transaction fee in their agreement, and because of that — it used to be 25 cents; it went down to 22 cents if you did certain things; it went down to 20 cents.

So the Registrars were able to negotiate different price changes depending on volume of names and other factors, as part of the budget cycle. Because the 25-cent fee is in the Registry Agreement itself, any kind of reduction would have to go through a full contract amendment.

And so the provision was added — the proposed provision is in there — to deal with that situation, that if there's an explosion of new top levels of main Registrations, and ICANN's budget is bloated, and they want to have a waiver, we don't have to go through the two-year process of amending the contract. We could just do it as part of the budget process.

We had asked for some more language in there related to transparency and discrimination so that, you know, it's not - we didn't want any perception that ICANN to play favorites and say "Oh, we like you so we're going to lower your fees but no one else's based on the provision." I've heard some of those concerns in the registry - registrar call we had last week. And that's not the intent. ICANN's position was we have accountability and transparency requirements. We don't need to spell it out in this provision even though we asked for it. So they cut that out. And so that was their position. You know, the - we envision any use of this to be objective, public and obviously transparent. So that was the goal and the genesis of this fee reduction.

Man: Any other questions? Comments? Anybody behind (crosstalk).

Man: Where's the coffee?

Man: So we did have a webinar on this earlier and that may be why there is less questions at this forum. And that's okay. So we do have the public comments period still open, right? Another 15 days. So please go ahead and provide your feedback there. So unless there is any - okay, we have one more. Two?

Man: (Unintelligible) France. Maybe I didn't understand all the details about the Specification 13 thoughts about the votes. Are there any official completely detailed rules on the votes of - how do you define it's been exited by the registry? By the boundaries for this (unintelligible)?

Susan Payne: I'll try. Susan Payne for the record. And actually I'm going to call up the contract to be sure I look at the right thing. Basically what the current contract has is a provision that everyone who has - closes 7.6 and 7.7 in their contract everything - effectively every single registry votes on all changes. And what we were concerned about was that you could have a theoretical situation where you might be an open registry without Specification 13 but you would be voting on a change to Specification 13 but it wasn't in your contract. And

this seemed to us to be - certainly seemed to me to be an unintended consequence of the way that Specification 13 developed and was sort of inserted into the contract eighteen, you know, two years ago. Eighteen months ago.

So the amendment is to address that so that there is a provision now that says that it's - if it's an amendment proposed under this kind of collective negotiation process for an amendment to Specification 13 then you need to be one of the registry's that has it in your contract to vote through the change. And specifically, the voting is still - the same kind of criteria have been applied.

So there's a kind of (T-stage) qualification for the voting. First of all, there's a voting based on, you know, one vote per (TLD). And then there's a sort of safeguard which is related to the amount of fees paid to ICANN. And effectively the amount of fees you pay to ICANN depends on the number of domains you have under management.

Now, personally I don't feel that that's a necessary to stage voting for a brand registry because the number of domains you have, and the fees you pay to ICANN, is not really the priority of the brand registry. And the value of a brand registry to you, you might have one name but it doesn't mean it's not valuable to you. But nonetheless, you know, that is what's being proposed. And the idea, as they say, is that you vote if you've got the provision in your contract. So you're voting for an amendment that actually affects you.

The other thing to just mention is that ICANN stuff where we're very concerned that there shouldn't be unfair treatment. And therefore there is also a kind of veto from the open registries. But -- Cyrus is smiling -- this was the subject to a lot of negotiation and debate. And they felt that it was appropriate that open registries -- even though they don't have Specification 13 -- should be able to say "I know all of you guys have voted "yes" but we think this is inappropriate and so we're voting "no"." So there is a kind of -

there is a veto in there from all registries if they don't agree with the change.

Yes. I hope - does that help?

Man: Yes. It have. So just to summarize. I mean, if you - if someone wants to make a change to Specification 13 it's only the people who have that would vote? Or am I too simple?

Woman: Effectively yes.

Man: Okay.

Man: So - (unintelligible) get to...

Woman: Yes.

Man: Okay.

Woman: So just to make sure I get this correct. So both vote but it doesn't pass for the Spec 13 Provision unless the second threshold four specs goes with Spec 13 is also achieved. And then just one clarification -- which is probably obvious but I don't like to assume. I try not to assume too often things are obvious. So this is a proposed provision for this particular - for these proposed amendments the vote - this provision would not be incorporated. Just be the single vote this time around. And if it was included - if this amendment, you know, was inked -- for lack of a better word -- that would be in there for future votes. For future amendments.

Brett Fausett: Brett Fausett from (unintelligible) registry. I have a couple of mechanical questions about the process forward from here. At the end of the public commentary, assuming that everyone agrees that changes should be made, when would those changes go into effect? And then how would they go into effect? Will the base agreement just be deemed amended by this process?

Will we have to resign an amendment? You know, just mechanically will you send something out to us? Or what? How will it take effect?

Krista Papac: Thanks Brett. It's Krista Papac. So - before that point. So after public comments, summary and analysis report, we also work with a working group on looking at the public comments. This is all sort of spelled out in the agreement but just for the benefit of everyone. I know Dennis kind of covered this earlier. Amendment needs to be approved by the vote of the registries, which has two thresholds to cross. Has to be approved by the Board. And then once all of that happens the way we're anticipating implementing this -- and it's in the public comment form if you - I know there's a lot of very dense documents there so -- but the way we'd like to implement it is with a Global Amendment. Which basically summarized what each of the changes are.

That Global Amendment would be sent out to each affected party, contracted registry operator that's affected by it, that has this amendment provision in their contract. So that's 2012 Round (GTLD)'s as well as some of the legacies who now have this provision. Nothing needs to be signed which is really awesome because that's pretty laborious. Definitely for ICANN and certainly for those that have portfolios of TLD's. And I think the - it's a 60 day - you get a legal notification from us with the Global Amendment saying that it's affective in 60 days. And then we go from there.

Jonathon Nevett: If I could add one thing (Shawn). What came - I don't know if you were on the webinar on -- what was it? A week or two ago? When we discussed - there was one issue that was - that is open and then that Krista referred to as being discussed I guess. Is what will ICANN show on the Web site for the - in the Resource Section for our registry agreements? Will be the old registry agreement and then they'll be a click to another - to the amendment that changes that? Or will we have a - essentially an amendment restated version up on the Web site so you have the current version? And that's still an open issue.

It's an administration hassle for these guys to go through all the contracts and put all the changes in to each one but it's - it would be great if that happened because then when you click your contract you actually see your contract. You don't have to cross-reference any additional amendment to say "Oh, what's Provision 75 say?" And you pull up Provision 75 and you have the - actually the wrong provision because it's been amended and you're not cross-referencing it. So that's an open issue that's being discussed, certainly internally.

Krista Papac: (Ken), if I could just follow up on that? Thanks Jon. Krista Papac again. So the way that amendments are today -- for anyone who's amended their agreement -- you would know - you might know this. They work very similar to this. Only their signatures required. So the way that all of the agreements are set up -- if you go look at your Registry Agreement Page, or pages if you have multiple TLD's -- you have the Base Agreement that you signed, any subsequent amendments, two Character Authorizations. You know, kind of the - it shows the history of everything. So - and the way that -- and I'm not a lawyer -- but the way that I understand it from our legal counsel to the way that our contract is written it's meant to be amended. And this process is meant to deliver an amendment rather than a preform a restated agreement.

And to Jon's point, not just administrative burden, the human error factor is also, you know, all of your agreements are very, very different. These amendments, you have different Spec 11 Provisions, you have different Exhibit A's, you've made notice at changes to your 7 dot 9 Contact Information. Just those are the things that come right off the top of my head right now. So the human error factor of trying to restate those is just - is a bit problematic as well.

And then the other thing I wanted to make sure, I didn't mention earlier, is the other thing that we would publish at the top of the Registry Agreement Pages we have the - what's the current Base Agreement. And - which is just like the generic version of the Base Agreement. We would also add the Global

Amendment there as well as, I believe we envision putting a red-line of this new Base Agreement against the old Base Agreement so you could kind of see what the standard base looks like in a red-line form. That might make it a little bit easier to decipher. But to Jon's point, we are still discussing it and...

Jonathon Nevett: (Shawn), I wonder if there is a way that if you pull the Agreement up any provision that's been amended -- so it's highlighted or something. That - I wonder if there's an easy way to put that in. So, you know, 7 dot 5 was amended. You pull up your contract and you see it's highlighted or something. You don't see the new language but at least there's a alert. Alert. Don't rely on this provision because it's been amended subsequently. Maybe there's something we could look at. Do something like that or something. Krista doesn't like it. Nope. You want to play poker with Krista.

Krista Papac: And that's what I want you to think. Success. I do - I completely see where you're coming from. One of the reasons I think we took this Global Amendment approach is sort of to make that a - it looks a little bit like the Chart of Changes. So you can - some of the - if you look at the amendments you guys have today it has, like, "wheretofore's" and "whereas's" and a whole bunch of stuff that leads in. It says "We take this out and we replace this." And that's actually much more difficult to follow than - it's almost a chart.

The Global Amendment itself is almost a chart of the changes. It's not exactly what you're talking - we're trying to get there is what I'm saying. Looking for the most useful but manageable solution. So anyway, thank you and we will keep talking. With my poker face.

Man: Thank you everyone. We have one more question here.

Jim Prendergast: Sorry. Can't get out of here that quick. Jim Prendergast, the (Unintelligible) Strategy Group. There's a slightly different take on what Brett said because I think you said "Well assuming everybody's okay with these changes." If you look at the comment period right now there are comments that are suggesting

alternative paths to what's in the amendment. So could you give a little more insight into what happens when you do have comments that are critical or suggesting something else? How is that going to be resolved? What's the process there?

Krista Papac: Thanks Jim. It's Krista Papac again. Are you sick of my voice yet? So this is the first time we're doing this. But overall the way the negotiation process are articulated in the contract and - is there basically has to be agreement between the working group, the registry stakeholder group, and from the registries, and ICANN in order for the changes to be done - deemed okay or whatever. We have to have agreement. So the way I believe we're envisioning this is taking the public comments -- and again, there's a provision in there also that talks about working with the working group staff and the working group through the public comments -- so our best current thinking is that, you know, through that conversation we come to some place where we're in agreement. And then again it would go to a vote from the registry operators. So all registries have to agree to it and approve it under the contract. And then again, the Board also has an approval step.

Jim Prendergast: So then -- it's Jim again -- I guess the follow up. So essentially, you know, if somebody's recommending that the price notification - where ICANN's dropped from the price notification and say somebody's advocating that that shouldn't be dropped. Then the negotiating team and ICANN will get together, discuss whether or not you accept that edit or not, and then it goes forward to a vote to the registry stakeholder - or the registries?

Krista Papac: Yes, I believe so.

Jim Prendergast: Okay.

Krista Papac: Thanks Jim.

Jonathon Nevett: This is Jon. There are four comments so far. There's one on that 6 dot 7. And then - that comment was more along the lines of it should be changed not dropped. But yes. I think the process was that's right Jim. That we - we'll get together after and look at it. If there's an overwhelming outcry about a, you know, a provision then obviously we'll have to take that into account and decide what to do about that one.

Jim Prendergast: Yes. I'm just trying to anticipate the flood of comments on July 12.

Man: Go ahead.

Keith Drazek-Neustar: Thank you very much. Keith Drazek. Verisign Registry Stakeholder Group. And I apologize for asking this question here in this session and not previously in, you know, the various discussions. But in Exhibit A in -- I think it's Section 1 point 2 of Exhibit A -- there's a reference to Dotless Domains and while appropriately I think it actually confirms that Dotless Domains are prohibited in the new GTLD's. Something ICANN Board resolved back in 2013. There's some new language around the introduction of the use of an (arcept) by a registry operator to seek, I guess, a waiver or permission to be able to use Dotless Domains.

And it seems that that might be, you know, a possible circumvention of the ICANN Board's position on that. And so I was just - and there's no explanation or rationale included as to why that language was included or added. So I was just hoping that we could get a little bit more clarification about sort of how that got in there, what the intent was, where it came from. That would be helpful. Thanks.

Francisco Arias: This is Francisco Arias - ICANN staff. So this is (unfortunate) (unintelligible) way to present things I guess. Because this is not new language. What happened is for reasons that escape my memory. They basically (unintelligible) does not contain Section 1 of Exhibit A. I honestly can't remember why. It was three years ago. Or two. Whatever it is. The point is

Section 1 is that very include - that is specific language without change. It is in all the new TLD agreements on - even in some of the last TLD's that have both of these new form of agreement. There are indeed some changes related to Section 1 of Exhibit A but they are not about Dotless. So that language that you have there is indeed prohibiting Dotless. It mentions (arcept) because as far as I understand they - even if we didn't mention it every registry it's a person is entitled to request change to their services. And whether that will pass -- an (arcept) for example -- that's a (recent) question.

Keith Drazek-Neustar: Thank you. Just a follow up. Thank you Francisco. I'll have to go back and take a look at the previous language just to confirm my understanding. But it seems to me that if we're looking at something like Dotless Domains specifically -- I'm not addressing some of the other records that were addressed in that session but Dotless Domains was specifically prohibited by the ICANN Board -- that the appropriate place to reference Dotless Domains in the new GTLD Registry Agreement would be in the Section 2 point 2 or something similar to the prohibition on wildcarding. So the idea that there might, you know, be a submission of an (arcept) to seek approval of something that has been explicitly by the ICANN Board, it seems much more, I guess, comparable to section 2 point 2, which is the prohibition on wildcarding. Not allowing for a registry to submit a proposal, an (arcept) proposal. Which would have a, I think, a much lower threshold of community input, and review, and Board consideration potentially than something that might require a change to a Board resolution. Thanks.

Cyrus Namazi: This is Cyrus Namazi. Thank you Keith. That's a good input. I think we should go back and take a look at it to make sure that, you know, the intent here is reflected in what's posted and ultimately adopted. I just want to make sure for the record that there is no implication here of ICANN, and perhaps the stakeholder group, wanting to provide a backdoor for, you know, Dotless Domain to come back. There's no intention of that at all. Just wanted to state that for the record. How the red-line is presented perhaps may have given rise to that perception. Now again, I also want to echo what Francisco said.

Which is, you know, in terms of any registries being able to submit an (accept) to ICANN for any type of service they want to, they can. There's no way that we could tell them not to. How we end up processing it and ultimately approving or disapproving it then falls into that category.

Jonathon Nevett: Jon Nevett. So the bottom line is this language is in the current agreements anyway. So it's not a change. So ...

Cyrus Namazi: That's right.

Jonathon Nevett: Okay. Thank you.

Man: Go ahead Edmon.

Edmon Chung: Just a comment -- Edmon here -- just a comment on that actually from Francisco. In terms of Exhibit A, I think one of the reasons why a few years back it wasn't included is the intention of -what was advertise at that time was that we just reflect what was in the application and, you know, it should reference back the approved services based on the application and the PDT and those kind of things. And therefore was left blank. And then subsequently the language was produced. And, you know, I guess that led to the - all this sort of discussion in this particular round.

And then a couple comments. One, on the kind of effective agreement -- which Jon mentioned. And I understand the difficulty Krista mentioned about the human errors that may be produced if we create an integrated version of the - of a contract. But I think some thinking towards that might be really useful because with the amendments piling up or, you know, as they increase over time it would be useful to have a version. Even if you say that version is not the definitive version and if there's any error go back to the amendment, the original one. That would be useful for reference just to read through for registries and other people trying to read through the agreement. You can

have a disclaimer that says "This version is, you know, not the definitive version but, you know, just for reference."

Like - and then a third comment on Jon's point about if we do the next round of amendments. We probably looking at even more complications with the old TLD's coming in - back into this format and so I wouldn't expect the shorter time to go through my, you know, it would be very optimistic to think about it being shorter than what we did this time.

Krista Papac: Thanks Edmon. It's Krista. On your point about having a non - an unofficial version of a preformat agreement. So - and we have heard you guys on this. Going back even to the webinar and the discussion there. One of the things we're looking into -- and I cannot promise you this in any way, shape or form today -- I cannot promise you this. But we are looking into it, is to see what's - you guys all know we're working on sort of re-configuring the GTD portal. And one of the things I'd love to get to is something like that. Either through the portal or through some other type of technology. It's very preliminary stages because we just started talking about it based on the webinar. So the point is we're trying to see if there's some way that you could sort of produce something like that through technology that is, you know, part of your portal or some other thing. If we get there, great, you know, we'd like to get there but we're definitely looking into it having heard what you're guys' feedback and your concerns.

Man: All right then. I think that's the end of those questions so we will go ahead and close this session. Thank you everyone for coming and participating. And we'll see you again on another meeting. (Crosstalk)

Krista Papac: Sorry. Really quick. I just wanted to thank (Susan Rubens) and Jon. Of course the ICANN Staff folks. But especially you guys for help, you know, participating in this. Again, really appreciate the collaboration and teamwork. So thanks.

Jonathon Nevett: Thank you.

END