

TRANSCRIPT

Framework of Interpretation Working Group Meeting Durban 18 July 2013

Keith Davidson: Welcome, everybody, to the framework interpretation working group. I think we do have an observer in the room. Perhaps it's appropriate that we go around the table and introduce ourselves and see if anyone's online. Let's start from my right?

Martin Boyle: I'm Martin Boyle from the UK.

Kim Davies: Kim Davies, ICANN staff.

Stephen Deerhake: Stephen Deerhake, .AS.

Nigel Roberts: Nigel Roberts, .GG.

Patricio Poblete: Patricio Poblete, Chile.

Keith Davidson: Keith Davidson, .NZ.

Bernard Turcotte: Bernard Turcotte, I'm a contractor, FOI.

Becky Burr: Becky Burr, .US.

Eberhard Lisse: Eberhard Lisse, .NA.

Bart Boswinkel: Bart Boswinkel, ICANN staff.

Kristina Nordström: Kristina Nordström, ICANN staff.

Keith Davidson: If you'd like to identify yourself for the record?

Speaker: Mr. Williamson from the -- government.

Keith Davidson: Is there anyone online?

Kristina Nordström: Can I remind everybody to state their names before they speak?

Keith Davidson: Thank you, Kristina. Do you have the apologies?

Kristina Nordström: I have apologies from Bill Semich, Desiree Milosevich, and Cheryl Langdon-Orr.

Keith Davidson: And I've received apologies from Frank March. He's not here. Any other reports? Okay. Let's jump right in. Is Adobe Connect not working?

Kristina Nordström: You have to go to the one that's scheduled.

Keith Davidson: Oh, yes. It's not the usual Adobe Connect program. You have to pick it up off the schedule.

Kristina Nordström: The ICANN schedule.

Keith Davidson: Thanks, Kristina. We have no agenda and no report of the last meeting because your chair was useless. I wonder if I could propose to you an agenda -- if we could leave the meeting report from 4 July to the next meeting because it hasn't been written and therefore if we could have a working agenda today of approving the progress report that was published, talking a little bit about the GAC and where we are with the GAC and the topic of reparation and anything arising out of that. Perhaps since its quite a large agenda today we might try and concentrate on the uptakes we still have and talk about the IANA contractor and the IANA function and see if we can find a way forward through that. And the final item on the agenda, the way forward and meeting schedule from here to Buenos Aeries. I'll invite any comments on that agenda? Is there anything we want to add, subtract, delete? Excellent.

The progress report was not fully approved by the working group but it was in your hands before it was published over a year and it seemed to me a reasonable opportunity was given for anyone to comment. And there were no comments. So, can we record it as being a document of the working group? No exception to that. Okay. And so we'll move on to the next agenda item which is the GAC iterations. I think we had a friendly discourse in a joint session between the GAC and the ccNSO on Tuesday and I think the GAC appears to have got through its other priorities now and because this was the first time it did that joint meeting it seems they really are reengaged on all levels with the work of the ccNSO including our working group. So, I did take the liberty of meeting with Fiona Alexander to make sure the issues were not distracted on the FOI work. Susan appears to be back and fully engaging. When I get back to New Zealand I will be talking to Frank because he's the lead for the GAC on this working group. I think we can get back on track. Nigel?

Nigel Roberts: I just wanted to comment I was in the meeting with you on Tuesday and I was pleased to note how relatively comfortable the GAC appears to be with the work to date. There's been progress, it's been published and so on. Maybe some of them had not heard about it until that very minute but many of them have heard of what we for a number of months knew. So, I'm pleased to se there wasn't any controller secretly.

Keith Davidson: I think what we have in the current situation is that we have the conceived document agreed between the ccNSO and the GAC although the GAC is resuming its position to see the entire framework before they give their final approval with the round of open consultations on the document they've provided and we've responded to their input and they haven't responded to our response. So, we need to follow-up to see if we can put any remaining issues to bed. It is potentially possible that we won't have a revocation document in their hands. I think it is a very appropriate time that we can start talking about the framework in its entirety and final approval from the GAC.

So, any other issues in terms of the GAC? Maybe it's an idea for individuals if you're engaged with GAC colleagues to start reminding them of their obligations or invite their discussions so we can smooth any differences about the meanings and so on and get more information. A better informed GAC is more likely to consent to the split.

Okay, I'm not seeing any dissent so I'm assuming everyone's reasonably happy with that. Can we visit the topic of revocation? Is there anything we want to raise or discuss? Is there anything from our working group meeting in terms of the analysis document version 18? What do you see as the process going forward? Steve?

Stephen Deerhake: My understanding is we have achieved consensus on this. Was that not correct? That document with the exception of the square brackets.

Keith Davidson: My run through with no objection -- there appears to be unanimous agreement from the working group over the current text.

Stephen Deerhake: There was one issue with regard to predating names. I guess that's reached consensus. I think you were recently just to clarify that domains established before may or may not automatically fall under our work. It has been a matter of dissent. I just don't want this to linger. I want to make it clear in the meeting.

Keith Davidson: Would you like to comment, Martin?

Martin Boyle: Thanks. To neither my satisfaction or dissatisfaction, it seems to me to be something to others to take forward. I do have a certain question in my mind that after 20 years we have our RFC1591 we still have people who are throwing into question as to whether RFC1591 is the basis on which they work. But as I say, I'm not going to object one way or another to it. I'm just going to remain entirely neutral. If they want to raise a question than that's entirely up to them.

Keith Davidson: To respond to the open nature of our progress, Martin has raised some issues which I think are quite relevant to the final framework that I think are worth exploring and teasing out a little more. And I think Becky and Bernie and I have discussed that through. But remember we are dealing with what is the analysis document and we are still working on revocation as the actual document that we'll go through as a chapter to the framework side. I think anything that comes from those discussions that's substantial that we should revisit I think I'll take the liberty to do that at the appropriate time. But I think there are aspects that are quite interesting. I think they deserve some exploration and perhaps might be better offline than online. Anything that is pertinent will come back to the working group.

Martin Boyle: As I said when I answered questions raised off list rather than on because I was saying quite clearly that I wasn't going to object to the consent. The purpose of raising questions though is to make sure we do start thinking about what the answers are when somebody else raises those questions. I've had a few indications come through to me as to what some of those answers are but if we go straight ahead and ask those questions later it's better if we actually think about it. I would feel more comfortable with the head on it but I actually understand what the implications of what we said are and what we've got there.

Keith Davidson: While it's been a tortuous route to get us to this point I'm delighted we've been able to achieve this unanimous position and that the way this working group and the previous delegations working group has chosen to work rather than just get consensus but get the unanimous support of the group, I think it was nice to go forward with that rather than continuing to worry about what one person or a couple of people might think about an issue and so on that's in dispute. It's nice to have resolution.

Martin Boyle: One thing did pass my mind in this exchange after our last meeting is we seem to be ignoring our agreed method of working which was that substantive changes to text should go through two readings. I think that's a bit pedantic because the people who are here for this second reading have already indicated consensus is

there. But I'd like to flag to the chair that the outstanding consensus that was reached two weeks ago was a milestone but there ought to have been -- and we will finalize this text here in our second meeting. I think that's history and again I think it's pedantic and we've actually got there -- it's probably easiest to recognize the text is there and agree that there's no desire to change that text from this meeting.

Keith Davidson: I gave an invitation for any discussion on the document and not having received any indication we've gotten to that point. So, not seeing an objection I think we can put it to bed as an agreed upon document of the working group. Bernie, what do you propose we use as our plan going forward?

Bernard Turcotte: Looking at the calendar we've got the Buenos Aeries meeting as the next one. We have to structure our timing to take advantage of that. The GAC will only formally discuss documents that are provided to them about a month before the actual meeting which would mean we need to get something out by mid-October, that is the formal document. If you look at the schedule that was just a working document, we've got to structure it so we have a public consultation document mid-October. Alright? July is done for all intents and purposes by the time we get back. That leaves August, September, and two weeks in October and we probably need a week just to do the formalities, et cetera. So, I think we would try to -- Becky and I have committed to working on this so that we get a draft of the final document to the working group before the end of August, one week before our meeting and I've been looking at the schedule with Keith. We start our meetings on 29 August, Keith? 29 August. That will give everyone except us a break here and hopefully that will give us four meetings to go through the document, make sure we're all comfortable with it and allow staff to get it ready for a public consultation and therefore available to the GAC for consideration in Buenos Aeries.

Eberhard Lisse: Four calls. Not four meetings.

Stephen Deerhake: I'm wondering -- I thought we actually got to the stage where we're almost done apart from the square bracketing texts? Or am I missing something?

Bernard Turcotte: Between the document we have and reintegrating that and as Becky had said, we always wanted to do one final good comb through. I think it's going to take a couple weeks. If what we -- I think regardless of anything else we will have a meeting at the end of August with a draft document. If we're all happy with it and it's done, great. But I'm allowing --

Stephen Deerhake: That's my point.

Bernard Turcotte: I'm allowing that we may have some discussions. I don't want the working group to feel pressed. They've always taken the time it takes to get a document that everyone is comfortable with and we'll continue working like that.

Stephen Deerhake: If someone is worried enough to do what you've suggested and call that meeting at the end of next month, I'm happy with that.

Eberhard Lisse: So, we'll call it the third and final reading?

Bernard Turcotte: That's my plan.

Keith Davidson: Thanks, Bernie. I'm trying to put the schedule up on the screen but I think it may be easier if I send it straight to the list now and if we could during the course of the meeting have a look at the schedule. I'm proposing -- there we go. Give it a bit of size on there. Okay. I can't really blow that up can I? In an email?

Kristina Nordström: I'm sorry to interrupt. I just wanted to note for the record that I forgot to mention an apology from Desiree Milosevich. I apologize for that.

Keith Davidson: So, apologies for missing an apology. Noted. Thank you. So, can everyone see that? I'll also place that in an email shortly. But I think gives us this schedule of probably too many meetings. If Bernie's confident we can get through in four we should be able to get through in five. So, just one more. And so that's really picking up where we've left off. Then just realizing that in October we all move through our transitions from summertime to wintertime and so on. So, our adjustment to bring it back into reasonably synchronous in Buenos Aeries.

Martin Boyle: I would note that 24 October falls in the middle of the IGF week. The chair might like to consider that particular meeting but then with luck we won't even need it.

Keith Davidson: Yes. You can see 400 -- I wonder what time that is. Okay. Well noted. Let's make it if necessary an emergency meeting and try and deal with the other times.

Eberhard Lisse: Looking at the times, 4 o'clock when you're in a week of meetings, 4 o'clock in the morning is not right. Where is that meeting?

Keith Davidson: It's in Bali. So, that will be --

Eberhard Lisse: That's not an issue for you then.

Keith Davidson: It will be at least 18 hours off 4 AM.

Eberhard Lisse: That's for you not a problem. You just skip these meetings as necessary.

Keith Davidson: Yes, but it might be one of those opportunities where several people are there that we could get together in a single room to meet in. But I guess there are a lot of last minute distractions as well. Nigel?

Nigel Roberts: I'm interested in why the particular time shift as the world transitions from summer into wintertime? Because what happens is we get a two hour difference between ourselves that was not there previously or we close the two hour gap which it is. Why are we shifting by one hour UTC? It doesn't make any sense to me.

Keith Davidson: I think it would be kindest to us that need to be on every call which is --

Nigel Roberts: -- the best around --

Keith Davidson: Yes, but we've always worked on the basis that we don't agree on anything when we have a meeting. You can always skip that terrible meeting in your horrible time zone. But Bernie and Becky and I need to be on pretty much every call. So, to be kinder --

Eberhard Lisse: I propose we leave it as the chair proposes.

Keith Davidson: Okay, so, thanks, Martin, for noting those edits. I've noted the edits and we'll make it only the meeting dates if we're absolutely stuck. Okay. So, do we want to pick up on the issue of the contractor admittance? Bernie, do you want to start a discussion on that?

Bernard Turcotte: Yes, sir. Thank you. I'll find the actual -- currently we are using square brackets. IANA contractor. This arose, if I remember well, from Eberhard? A discussion and it's been called various things. IANA, the IANA functions contractor, and the latest incarnation of the square brackets is the IANA contractor. We said we would get back to it which is why it's in a square bracket. So, as we rewrite the

text it would probably be useful if we could take out the square brackets and have some sort of understanding. I think we had some thoughts on this, Becky?

Becky Burr: Not particularly. In the text we had a bunch of different things. I think Eberhard had a particular view on what the right way of doing this? Because some times we referred to it as IANA. As I recall, that's what you were objecting to?

Eberhard Lisse: Not just me. IANA is a function performed by somebody. It's -- at least that's what it is now. I felt because the IANA is not staff, it's a function, but individuals act so you can't address the function of individual's actions. So, it might be better to give it a correct name. In other years government has also looked at that in passing because they chose not to address it as IANA but gave it a particular IANA function -- the function manager of the contractor or something. I proposed we look at it and perhaps use the same wording the US government uses for the time being because it -- the wording they have chosen actually makes sense for a change.

Keith Davidson: I think Bernie is right on, on that. Can we ask him for clarification? Then I have Martin and Nigel?

Martin Boyle: My -- perhaps objection is a strong word but I recommend against the use of the word contractor in the sense that I think our goal here is to create a document that is as timeless as possible and contractor aligns it to a specific model of oversight for IANA that we're not certain will be permanent. It may well be, it might not be. But I think it's something we can avoid in terms of locking in a particular contract model to how the IANA is operated. I think -- I'll double check but I think the terms we use is the IANA functions operator. So, that might -- so -- I note the previous contractors used that term. My sense is if we can fine tune, I accept the point that IANA itself is not an entity. It's something we're mindful to avoid when we're writing as well. My personal preference is to up front say IANA means -- and then your definition of what IANA is and then use IANA for simplicity. But I accept that that may not be a shared view. I would suggest avoiding the word contractor if at all possible.

Certainly I would support the conclusion of the IANA as a function. And I think at least once if we then say here the operators actually having the IANA functions specifically referred to. My own personal feeling is the IANA function contractor is the best way of dealing with it because that is in fact the terminology throughout the IANA functions that are referred to in the statements of work. Picking up on Keith's point, I actually feeling very negative about moving away from the existing terminology. The existing terminology in the statements of work is the contractor and that is the framework in which we're working. If it changes subsequently then we can effect that change at that stage. But the idea of having something that doesn't match risks throwing confusion into it as to whether we are referring to the same animal when we're saying the IANA functions operator and the IANA functions contractor. IANA functions contractor included in the document we can say afterwards known as the contractor, saving two words in a document this large, I don't see it as any problem. Thank you.

Keith Davidson: I think the capital allocations of the IANA database, the actual database itself is referred to that way. Sorry. Do you want to continue?

Martin Boyle: Yes. When you're referring to that you can again go to the statements of work and make sure you're using consistent language because again you risk having confusion because my recollection -- yes, it's on file that is referred to and there are other documents that refer to keeping the information up to date and again I think specifically we should be looking directly at those words to make sure we've got a clarity of understanding that perhaps when we're all gone, people will still understand what it meant, the color and depth we're thinking.

- Keith Davidson: Yes. the glossary looks like it will include at least three terms relating to this. Back to the speaking order, Nigel, Patricio, then Eberhard.
- Nigel Roberts: First of all, before I make my substantive point which you've heard on calls before which have gotten bogged down previously, I will say that if we are now arguing over one term and one word and the angels on the head of a pin we must've made some good progress. But there's might strong feelings on this. I think that while for every reason Martin has given applied differently we are making -- we're in danger of making a fundamental mistake of interpretation here. The document that we're interpreting uses a specific term. Just because in today's environment we know it when we see it and the IANA and what we call the IANA functions contractor are one and the same thing apparently or maybe the functions contractor is the body that happens to be doing the IANA function, the original document refers to IANA. IANA was originally an individual. There is legal precedents that actually says at one particular point in time it was four individuals in a kind of unincorporated partnership. I can take that out if need be. The point is let's not focus too much on this. The effect of this to some extent is minor. The effect on the rigorousness of our work is major in that we have started out as Martin said, we have a statement of work. We define our own statement of work and then we're really finding a 20 year old document in the basis of its dependent on the statement of work written last year. I'm not sure how we come out of this.
- Patricio Poblete: I would prefer to use just a single word. IANA. Because that's the word that RFC1591 uses and also because if we make explicit use of the word contractor that reflects only the current situation and not some possible future different situation that could emerge. If we use precision in the glossary or in a footnote saying that at the current time this IANA function is performed under contract, blah, blah, blah, that would be sufficient for people now to understand exactly what we're saying. That one position could be changed in the future if the IANA position changes.
- Eberhard Lisse: I have no particular preference for what we write but we cannot write IANA. I cannot live with that because it is confusing to people who don't read the glossary and it doesn't separate -- it doesn't have enough clarity that we need. We must find -- if it was so the US government would've used that word. I'm not saying we must use the US government's word but we must use something that describes it as it is at this point in time. And to just write IANA just makes it too confusing.
- Keith Davidson: Personally I feel if you compile a glossary and you have a description of what an acronym might mean, using the acronym is entirely appropriate I would've thought. But anyway, okay. There's a range of opinions. We're not going to settle this today. How vigorously do we want to debate this point? Is there any level of compromise that we can reach that everyone can live with? Nigel?
- Nigel Roberts: I'm not proposing a way forward but I think we want to debate it vigorously and swiftly. We want to get over the square bracket issue -- I can't remember if there are other texts we have to go through in square brackets or is this it?
- Keith Davidson: In revocation analysis there may be some square brackets that can't be --
- Nigel Roberts: I'm not saying it's impossible to find a way forward. To some extent at the end of the day no matter what we say if somebody else was determining this or have an issue, whatever term we use is going to be irrelevant. The reality of the situation is how it's interpreted. But I feel we should come back to the original thing. I don't believe we can start talking about RFC1591 says that the IANA function contractor does this when it clearly doesn't. It says IANA. Whatever it is, was, and has been in the meantime. We need to find a way forward.

Keith Davidson: That's interesting. I think the comments earlier were that IANA being one person or some collaboration -- there's no doubt in my mind that RFC1591 was trying to engender the concept of the IANA which is not a person or group of individuals or necessarily an organization. It is a statement of authority if you like. It's quite a strong comment to always -- quite consistently referred to the IANA. So, to me in my mind, the IANA in some ways isn't a bad description of what we could have in the glossary terms say for the purpose of consistency we're using the old terminology and understand it to mean --

Nigel Roberts: I take the point. Can't we define this as being a role which clearly it is. It was a role originally carried out by Dr. Postole and then those four people named in that particular core case and subsequently by ICANN without a contract interestingly enough. There wasn't an intermediate point between 2000 and whatever it was the first IANA contract was issued. Why can't we define IANA as a role and then say there's a contractor who happens to be ICANN? Perhaps that's a way forward?

Eberhard Lisse: I just have a problem with using a name that is confusingly similar. And we all know that many people don't read these documents thoroughly and I want to be as precise as possible.

Keith Davidson: I think Nigel's suggesting we're going to use two terms to isolate the ambiguity around the single term.

Eberhard Lisse: We have the IANA function and the functions manager. We've always differentiated between this in our work.

Keith Davidson: To come back to a logical statement in the documentation. Martin? Can you clear this up for us?

Martin Boyle: I think I agree with what Nigel says. We just called it RFC1591 and throughout that document it refers to the IANA. It's perfectly right. However, I think we have to recognize somewhere in this document that what we're looking at is currently people who are under contract within the statement of work and therefore somewhere in the document, as said earlier, we have to have a reference to the current framework. That could be in the definition which you then could say the IANA and then the definition as to what we are seeing as being the IANA and then we have no problems subsequently dealing with it. I still think that because the current situation is contracted, we need to make sure this is seen as the current contractor or subsequent operator could be included to make it -- to give it a lifetime guarantee. But somewhere in the documents I think we need to have that clarity of understanding that we have got that reference back to the obligations on the ICANN roles the contractor that includes -- that's covered in the statements of work because of things like accountability, blah, blah, blah all the way through which I think are useful things to make sure they're in the background even though they do not directly effect this document. That's why I attach a lot of attention to the statements of work that the current contract is based around. Thanks.

Keith Davidson: I don't know if I should feel insulted that you needed to check RFC1591 and not take my word for it. (laughter) I am joking for the record. Stephen and then Bernie?

Stephen Deerhake: All we're dealing with here is a tag in the body of the document and a glossary definition. If we just work on the glossary definition we can get it sorted here and now and be done with it.

Keith Davidson: I'm quite relaxed about the concept of putting out a draft and working and manipulating and so on. We have another two hours of meeting. It could be quite useful to use some of that time to share some text. I've got Bernie then Nigel.

Bernard Turcotte: Thank you, sir. I hear both sides. As far as I can understand, the two things we have right now is define it in the document and use IANA or Eberhard's point about the tag IANA itself is confusing because of things. Could we go hallways and sort of define it properly and whenever we use IANA we have an asterisk?

Keith Davidson: We've always said our glossary will be the place where you go to see the definition of the terms. I don't think you need to asterisk it. Whether you're saying IANA or the IANA it will have a specific meaning as the glossary deems.

Nigel Roberts: I'm actually quite comfortable with the way Martin's going with the definition somewhere in the document. I don't think we can get away from the fact that we're interpreting a particular policy and that particular policy uses particular words. We can't say it should say something different and interpret those words. What we can do is interpret what in the current situation we would take it to mean. I'm just wondering semantically throughout the document, our document, where the expression the IANA function would not serve rather than the IANA function contractor. Because contractor makes it very specific to the current contractual situation. Eberhard says quite correctly that IANA is a function or a role. When we say IANA can we not say the IANA function, the IANA role? And then in some circumstance specifically referring to ICANN, I think ICANN is the current contractor or the current performer of that role. Then maybe you need to write it differently. But I'm not sure that we need to keep saying RFC1591 says the IANA function contractor this because it doesn't.

Keith Davidson: It is conceivable there may be several IANA function contractors in the future. It may be possible that the ccTLD community is administered by one contract and the gTLD is by another and being addressed by another. We might need to be more specific. That's one of the problems of future proofing. I think we could find some way.

Eberhard Lisse: I just looked at the proposal before the contract was award and the US government has the view that the organization performed the functions under contract which is clearly not correct. But that's their view. In other words there has always been a contract awarded by the US government to an individual and now an organization that performs this function. I just want to be precise because people need to be held accountable for their actions if something goes wrong and I want to interpret what we feel this mean. I'm not going to die in a ditch over the word contractor but the authority of function -- it's not -- we need to define it as an individual entity who performs this function. What words we use, I don't care as long as we agree on that principle. I don't care whether it's the function manager, contractor, XYZ. But I want to be precise that it's not referred to -- IANA can have so many meanings. When we mean the entity performing the function we should clearly make it in the document throughout consistently refer to this label that we currently have assigned to it to separate the function from the contractor and I feel we should be precise on this.

Keith Davidson: Thanks, Eberhard. I see Bernie but before, going back to where you raise an interesting historical point or agreement, a loose agreement rather than a contractual statement. Do you see this is similar to the establishment of IANA or did IANA fulfill IANA as the authority? Eberhard seems --

Eberhard Lisse: I've actually read it as a contractor and believe it makes no difference. It refers to the development of the last scale network and using for the administration of the fledgling internet. That's what happened. And now the US government because we know all the political circumstances with IPU and whatever exerted authority. I

personally think it's a very good thing the government uses it and it's not run by the IPU or Iran for example. But be that as it may, that's the facts. We're not changing it. The us government now even in a request or proposal, it's contractor. I don't think we need to refer to it as a contractor but my point is it might be precise when we differentiate between the entity performing the function and the function itself.

Keith Davidson: I think we're agreed on that point. Becky? Then Bernie, then Nigel.

Becky Burr: Eberhard is right. There is no reference to it and the situation further complicated by the fact that there is at least a very good argument that some of the IANA functions -- some of the things that the IANA did and it does are not part of the term contract. The whole RFC editing -- the IANA function may -- and I think probably does consistent but things that were doing under the contract and the RFC editing thing. Sorry to complicate things but that's a fact.

Eberhard Lisse: The proposal for funding basically.

Keith Davidson: Okay, but the question remains in my mind that Postole was certain and the IANA is an authority without a commission because it wasn't rejected by anyone. Or was it an authoritative situation?

Bernard Turcotte: This is just an aside. It helps to have some people who remember the snippets and one snippet I remember is in 1996, a few months before he passed away, the IANA web page which used to be on ISI.org/IANA and didn't even have it's own domain name, asserted that the IANA was the internet society, it was charted by ISOC. Do you remember that?

Keith Davidson: Yes. It was neutral. The internet society was just starting.

Becky Burr: No. It was in '98.

Keith Davidson: '98.

Eberhard Lisse: To further this to our ends, the IANA function is not a property to transfer to the state. We don't want to go there. Think it through. in the end, the bottom line, the US government asserts this as a function it allocated by contract to prosperity to ISI and now the issue, the fact that it is asserted by another contract to another entity and basically trying to talk it away will not work. They've got nuclear weapons. They listen to our communications. They do whatever they want and they will keep this. But for our intent and purpose I think it is important in some other way to separate between the function itself and the entity performing the function. What name we want to use I think as a contractor or whatever, I don't have a problem with this.

Bernard Turcotte: What struck me when I was listening to this is I understand what Eberhard is saying. When we're referring to the IANA contractor as it's referred to in the US contract, yes we should use the words IANA contractor as the US government does. I agree with that. However, what we're doing in any document where we want to refer to that, that's probably the right term because that's the one the US government uses. But we're doing, as Nigel pointed out is interpreting RFC1591 and what RFC1591 says and we've been very specific that we try not to invent new terms, try not to recreate history, it says IANA. I mean, one of the things we've got from -- I just think it's useful if we read it from section four, significantly interested parties in the domains should agree the designated managers to the appropriate parties. The IANA tries to have any competitive parties reach agreement amongst themselves and it undertakes no action. It keeps referring to the IANA.

Nigel Roberts: I'll tell you exactly what's meant in those phrases. He meant himself.

Keith Davidson: So, from the right authority to Postole and others resulted in this term of IANA and subsequently the US government has created it into its real authority.

Speaker: Not subsequently. The US government did not say it did it subsequently. They designated it before he did it. They subsequently said -- (laughter)

Keith Davidson: I'm not asking what the US government -- sorry. Can we actually remember when we're speaking, particularly if I haven't used your name to introduce you as the speaker then for the record you do need to use your name. Patricio?

Patricio Poblete: I think the use of -- I'm in favor of the word IANA in the document. It's consistent with what is done in many other places if you look at the constitution for instance speaks of the president and what the president can do and so on and so on. Of course that's a function that's performed by a person. But it doesn't -- so, one could argue that it should say the person performing the role of president should do this or that. But of course that would be very cumbersome. Everyone understands what is meant by the president. It means that. If necessary it could say that in one place and then use the word president everywhere else. I think that the same thing -- I'm in favor of the word IANA.

Keith Davidson: Yes. We have the term. And this refers to the Crown and then the lowercase crown. We know exactly what that term means. It may mean Queen Elizabeth or the Queen of New Zealand. The people and the government and things. It's a very clear understand on what that means. I have the feeling we're actually arguing about the same thing but we actually have a very clear understanding of what the IANA means and we have to beat it into something else that's probably not inappropriate.

Eberhard Lisse: Patricio's example is wrong. What he should've said is judiciary, executive, and what's the third branch? Legislative. It's a function performed by parliament, performed by the government, performed by the justices. I don't want to go into too much detail. I just want to be precise and that we separate the function from the entity performing the function.

Keith Davidson: Okay. Any other comments at this stage? Maybe it would be a useful idea for us to have a break for about 15 minutes and while we're on the break each of us consider coming up with what would satisfy us. Let's see if we can -- in groups or two or threes come up with a couple of statements, one to cover what the contractor situation might be and the other what the function of IANA might be. Would that be a reasonable idea?

Nigel Roberts: I think it would be a bit of a time sink. Let me explain. I think the only way this is going to work is if you take our documents and do a search for all the occurrences of square brackets and see how it would read if you substituted one or the other. Because in some circumstances when you talk about the IANA you're talking about the current body that is doing the job as in the current body that is doing the job can't arbitrarily do XYZ. In other circumstances you're interpreting the principles behind the thing or the function or the body that's doing it right now. I think if you look at where the square brackets are and see what we need to put there --

Keith Davidson: Can we do that, Bernie?

Bernard Turcotte: What?

Keith Davidson: I prefer we take a 15 minute break but continue twisted our minds over these issues and think them through individually and see if Bernie can find the document and work on that basis. Eberhard?

Eberhard Lisse: Just for the record if we aren't doing a break it's not a break.

Keith Davidson: I'm referring to the concept of going offline and not recording the conversation.

Eberhard Lisse: If we agree on the principle that we need to separate entity from function, we go through it and how we do that in the end is not going to be difficult. As long as we agree we need to -- let's look at how much work it is and see what we come up with. If it's not necessarily then we don't have to argue about it. If we find the text isn't controversial then we don't have to argue about it.

Keith Davidson: You use your break to do other things if you so chose. Okay. I'll say we'll reconvene at 10.30. Thank you. The meeting is adjourned until 10.30. Thank you.

We're back and recording. I'll call us back to order. We're back to part two of the interpretation working group meeting. We seem to be having technical difficulties. Kristina, is there anyone outside of this room on the Adobe? For the sake of completeness, take out my window to. Load the document into Adobe Connect as well. While we're tending to this, a couple of items -- does anybody have any issues with the time table? For those observers in the room, since we probably will end ahead of time, if you have questions for us, we'd be quite happy to take them at the very end of the meeting.

Are we ready to rock and roll? There we go. Okay. We have now the document on the Adobe Connect room and on screen. Over to you, Bernie.

Bernard Turcotte: Thank you, sir. This is from the analysis document which is the document we've been working from and reached agreement on. I thought we should start with this. In my mind, at least here we're strictly referring to RFC1591. If we look at section 5.1 here, normal actions, we currently have it as the IANA contractor because this group decided that wherever we saw IANA we had to replace it with IANA contractor square bracket. So, here it reads formal actions by IANA contractor RFC1591 addendum to revise the formal mechanisms available to the IANA contractor, delegation, transfer, revocation, other formal mechanism may be available to the stakeholder community under applicable domestic law. Those mechanisms may not be available to the IANA contractor as a practical matter.

Now, on the first part, obviously we're only referring to as it applies in RFC1591 and to me probably makes sense to only refer to it as the IANA. And it might even be applicable in the bottom half. We're just looking at what's in RFC1591. The difference which is something I was discussing with Keith earlier is if we are making recommendations to the current entity at the end of our document which is beyond interpreting RFC1591, then, yes, I understand we're talking to the IANA contractor. I don't have a problem with that. We should define that term.

So, I sort of see both ways around it. We should go through the document and see all the sections. The next one is right below it -- 5.1.3. Working group interprets the term revocation to refer to the process by which the IANA contractor rescinds responsibility for management of the ccTLD from an incumbent manager. Basically to my mind we're just interpreting RFC1591 there. That could be the IANA and that would be okay. In my mind at least I understand the difference when we're talking to the IANA today and the contractor and making recommendations versus interpreting RFC1591. Nigel has a comment?

- Nigel Roberts: Very quickly following on from what you've said, in 5.1 the formal actions might not be available to the IANA contractor as a practical matter, you're talking about whoever is currently doing the IANA function would have to do something, somewhere, somehow is what that sentence is referring to. So, as you said, I don't have an issue with that being the contractor or the operator or some such phrase. 5.1.3 this is more interpreting the legislation as it were. The IANA function would be okay there. I'm not going to die in a ditch over what words we use but like Eberhard I think we should be precise. Just a suggestion. I'm not standing in a ditch here.
- Keith Davidson: Okay. Any comments, concerns, questions on 5.1 or 5.1.3? It seems to me the IANA is consistent. Okay. Martin?
- Martin Boyle: I think I'm seeing where you're coming from.
- Bernard Turcotte: Continuing the discussion, here we've got 5.2.2.1. The IANA contractor is not publically stated the standard by which it will evaluate or not the manager's doing a satisfactory job of operating the DNS service. In this case, we're referring to the current case, not interpreting RFC1591. So, it would see the IANA contractor being the proper term. In the previous one, 5.1.3, yes. That's right. In the previous one we were just interpreting RFC1591. That's just the IANA. That's just to sort of set the two apart. So, we're talking about the same thing. I'm sorry, Martin. Thank you very much for allowing that.
- Martin Boyle: That's actually what I thought you were doing. But my concern comes down to the clarity of the information of the reader who might then quite justifiable argue or ask why are we referring to the IANA here and then all of a sudden we're referring to the IANA contractor? It is essentially the same thing, just it's become a different regime in which the organization works. So, again, I would've thought that consistency through inoculation and I still think that writing a definition that is the IANA and by the IANA we mean the organization that is running that function and then we don't have to worry about people thinking why is the IANA here but it's actually the IANA contractor there when it seems to be doing the same thing because in 5.1 this is all about the doing role of the contractor, the operator, call it what you will. And I think we probably do a disservice to comprehension if we do confuse people like that. But as other people have said, I'm not dying in a ditch over this one.
- Keith Davidson: I have a slight issue with what you're suggesting. I think there are three possibilities to what we mean when we speak of IANA. One is the authority of IANA, the other is the contractor who is designated, and the third is the database itself. I think they're discreet and different pieces. I think our job is to provide the clarity in hopes that in the future reports from IANA will utilize the glossary we produce so everybody has the same understanding of the same use of the term as it's used. I think in actual fact it's more than just what this working group feels explains the term of what we're discussing. It is the ongoing analogy from the point of the adoption of the framework. I think it does need perhaps to have more clarity around those discrete parts. If you agree with the three parts, then you probably tend to say when all these three parts are together, it is better. Yes. Anyway, Martin?
- Martin Boyle: I see what you're saying. But the authority is operated by the contractor. The database is the output. And if we're referring to the database, I think we do need to be quite clear that we're referring to the database. The dividing line between the authority and the person who's operating the authority seems to me to be very, very pedantic in that if we are separating it only the contractor can take formal actions. It's as simple as that. And that's why I think I would prefer to say I wouldn't be unnecessarily unhappy about saying the IANA through the documents so long as we've actually defined what the IANA is so that people can

say -- alright, we now know what that context is. The logical question though is between 5.1 and 5.2 why are you using one in one case and the other in the one case. I'm not sure it is at all clear in that, bearing in mind we're interpreting RFC1591. But like I said I'm not going to die in a ditch over this one.

Eberhard Lisse: This is exactly correct. Some actions take only the IANA contractor manager or whatever entity, nobody else. That's exactly my point. They are in contract to the US government at the time. I don't foresee that this will ever change but again we must be precise with what we see. But there are some actions that only this entity can take, nobody else on earth.

Keith Davidson: Okay. In that case when we're looking at 5.2.2.1, it is deliberative action taken by the contractor. That's definitively different than the use of the term that IANA is quotes out of RFC1591. I can see we need two terms. One is the IANA and the other is called the IANA contractor. And I guess in the glossary if you have the IANA you differentiate contractor with a small c and Contractor with a big C as a form of that.

Nigel Roberts: Plain English says you write it with a small c. No reason for capitalizing it. It's the IANA contractor. The IANA function. I think the IANA on its own is a little bit ambiguous. But there's no need to evaluate things by putting capitals. I know it's a habit.

Keith Davidson: I'm suggesting we deliberately do that so as not to confuse the IANA contractor, that you're using the term in the glossary, the IANA Contractor. That's why you would capitalize as a vehicle. It saves the ambiguity by saying the IANA Contractor or the IANA Database. It's not confusable with the term the IANA.

Bart Boswinkel: If you define and you take all the terms and say we define in the glossary then why on earth do you capitalize them? You know they're defined. You don't have to do it in the document. That's the ordinary way of working.

Eberhard Lisse: The issue is IANA and ICANN are always capitalized.

Keith Davidson: We're talking about the capital C on Contractor, not IANA.

Bernard Turcotte: I'm working my way through. Personally I'm perfectly happy with Martin's point of view. If we define it clearly at the head of the document what we mean by this and then in the document it refers to two different things. If we're strictly interpreting RFC1591 then it's the IANA and if we're making recommendations it's the part we're trying to be clearer of and how they join up, then we can just use IANA throughout the document and I think we've explained ourselves, what we're trying to do. But I'm just trying to find a way that we can walk our way through this.

Keith Davidson: Okay. There some conflict with where we've got to. Can we look at the next iteration and see when that next appears? It would appear to be the appropriate - the IANA -- can anyone dispute this is a different nuance? Should we look for the next one? There could be a couple of lines -- yes. What do we think of the use of working group and this requirement the manager must confirm the IANA contractor must be able to delegate -- it seems to be a case of that contractor not being unreasonable.

Nigel Roberts: I think this is one of those edge cases, six of one, half dozen of the other. We are interpreting the document and we're doing it by reference of something that the contractor might or might have to do in the current circumstances. There's probably language we can use to clarify that. I'm concerned that we don't use the word contractor to imply that RFC1591 is talking about contractors. If we can get around that, I'm happy.

Becky Burr: How about something like the IANA services provider or the IANA -- ?

Nigel Roberts: The person who is currently doing it at the moment.

Becky Burr: What you're talking about is a reference to a particular form of arrangement, of relationship between IANA and anybody performing the function as I understand it?

Nigel Roberts: That's how I read what's on the screen.

Keith Davidson: I'm not seeing anywhere -- I'm not going to loose sleep over this so far. That's a reasonable consistent use. I can deal with the IANA everywhere we look so far if I had to as well. Can we keep going and see if there's anything that pops out that's horrible? It looks like it's fine, all the definitions. I'm not hearing any dispute.

Eberhard Lisse: As I said before, there's no space from where you close the square brackets. If you use a find and replace throughout you should put in a space otherwise you're going to put two words together and it will look very bad.

Keith Davidson: If there's nothing else substantive we'll move along.

Bart Boswinkel: I just noticed -- are we going to be removing British spelling from words? I regret that we have to but I suspect we're going to have to.

Keith Davidson: British spelling?

Bart Boswinkel: The extra --

Eberhard Lisse: Do we agree on using British spelling throughout all our documents? We just need to make sure we agree and have consistency.

Keith Davidson: I don't know what British spellings are. I thought we were using English. There's only one version of it.

Eberhard Lisse: The dictionary decides which one he applies in the document. Misbehaviour is British English. Canadian English. English USA and New Zealand English, there is each a different spelling checker. But as I review the document and apply autocorrect and there's problems and it comes back. We must all agree to use the same spell check.

Keith Davidson: I'm pretty sure mine is English English.

Eberhard Lisse: There is no dictionary for English English. You mean UK.

Keith Davidson: Mine is probably English brackets UK. I thought we agreed.

Bart Boswinkel: We agreed UK?

Keith Davidson: Yes.

Bart Boswinkel: I have to reprogramme my brain then.

Keith Davidson: It looks to me that the IANA, the ability to decide on what's appropriate, we move to the next one nobody wants to discuss this. Here we have -- this is the same term. Is anyone going to dispute this is a different -- I see American misbehavior. Americans are always misbehaving. Okay. I think the next one requires some tweaking.

Bernard Turcotte: The function contractor?

Keith Davidson: The IANA and the ccTLD manager shall advise each other seems entirely consistent to me. And we again are through 3.3. It shall require the IANA -- sorry.

Bernard Turcotte: There's an inconsistency here. Sometimes you're saying IANA contractor and sometimes IANA function contractor.

Keith Davidson: The IANA function contractor seems able to be replaced by the IANA. So, deleting function contractor seems appropriate to me.

Eberhard Lisse: It's the entity. It's not the function. The entity must agree.

Keith Davidson: Yes. The IANA and the ccTLD manager should advise each other.

Eberhard Lisse: We agreed not to use the word IANA for the entity.

Keith Davidson: Yes. That's what I'm saying.

Eberhard Lisse: I wasn't aware that we had.

Keith Davidson: No, we hadn't agreed. But the proposition as we're reading is whether there is an inconsistency between using the IANA RFC1591 and the IANA contractor.

Eberhard Lisse: Here I think it must be the contractor. We use the word contractor here because the word function wasn't -- if the entity isn't, it must be a function. IANA is the function. If we're using IANA contractor, IANA function for the entity. For those without it's not the function, it's the entity. It must be.

Keith Davidson: Just for the purposes of clarity, this is the first time in this document that you've perceived that this was a time we would use IANA contractor as opposed to the IANA?

Bernard Turcotte: I agree with Eberhard in that respect. If that's the case here, this is -- I was making a recommendation based on our interpretation. We're not interpreting the thing that says the legislation says IANA. We're saying whoever's doing this job and is the manager must agree, et cetera, et cetera, or should. It's appropriate here.

Eberhard Lisse: Uniquely qualified to provide insight on the intent here because I proposed the language of entity. Not the function that I wanted to mention.

Keith Davidson: Thus far if we use IANA everywhere else and at this point use the IANA contractor, we're happy with that? No problems? Kim wants to add a point.

Kim Davies: I voiced my concerns about the word contractor. Operator, manager, service provider, whatever. But contractor creates a kind of oversight.

Keith Davidson: Okay. What's your preference?

Kim Davies: Operator is what was used in the last IANA contract. So, notwithstanding any other suggestions, that sounds fine to me.

Eberhard Lisse: I think a footnote throughout this document with the entity and the IANA function and operator and we just want to use IANA function as the IANA. I can see this working very nicely.

Martin Boyle: I'm happy to take Eberhard's suggestion. I don't like the terminology that Kim's come up with. It seems to me if we need to future proof it then we should be

talking about slightly more careful terms rather than looking at terminology that's not currently in use. But I'm quite happy with Eberhard's interpretation.

- Keith Davidson: I'm picturing the glossary definition of the word the IANA operator as being something along the lines of the contractor party as per the current contract between the IA and ICANN for the IANA.
- Eberhard Lisse: I like it even more because it's a term that hasn't been used in current usage. If we define it as what we mean and use it thereafter, there's no doubt what we mean, there's no possibility for confusion.
- Keith Davidson: We have a reasonably strong consensus on the table for that. I'm not hearing any disagreement. Okay. We must be getting somewhere towards the end of the document. Any further comments?
- Bernard Turcotte: There's the IANA contractor.
- Keith Davidson: Okay. I wonder if we've actually gone far enough into the document. Do we want to keep working through or do you think we've covered enough instances?
- Eberhard Lisse: I think we've come up with a solution and we don't need to go through the document. Bernie is perfectly capable of putting the right thing at the right place.
- Keith Davidson: I think if it's comes back to Bernie, Becky, and I to do a find replace and send this out to see if there's anything that remains, we'll put it back to the group the text for each instance.
- Eberhard Lisse: Can you send it marked up to the list anyway? Everybody can go through and provide corrections if necessary. We'll get it done.
- Keith Davidson: I think we have a way forward. Okay. So, on that note, I think our work here is done. Unless anyone has anything more on the topic of the IANA contractor and the IANA? Is there any other business that we haven't otherwise covered? Any problems anywhere? Any other issues? Questions from the observers? I guess not. I thank you all for your participation and attendance. This is on the record, Eberhard.
- Eberhard Lisse: You've forgotten to ask for questions from the public.
- Keith Davidson: I did.
- Eberhard Lisse: You did? I didn't hear that.
- Keith Davidson: You just weren't listening.
- Eberhard Lisse: I wanted to be sure. (laughter) Of course it's all under control.
- Keith Davidson: I declare the meeting closed. Thank you, all.