
STEPHEN DEERHAKE:

Okay, that is the weirdest voice ever. Alright. Good morning, good afternoon, good evening, and I want to thank you for joining today's teleconference. For the record, Stephen Deerhake, chair of the working group, and this is the May 19 2019 edition of the ccNSO PDP working group tasked with developing ICANN policy with respect to the retirement of ccTLDs from the root zone.

I'd like to extend a warm welcome to the working group members who have suffered during the last few calls. I note it is now 2:00 PM in Tokyo, 3:00 PM in Sydney and 5:00 PM in Wellington. You're enjoying the sweet spot on this call, and I'm happy for that as your contributions of late have been missed.

This is a call where I suffer as it's 1:00 in the morning where I am. And it's also very late for Kimberly, and I sincerely thank her for her participation on this call.

And also, let me extend a big thank you for those near the prime meridian who've gotten up early to participate in this call as well, and thanks to Bart in that regard.

So I'm assuming that staff will be taking attendance in the usual manner, so if there's anyone on audio only, please identify yourself so that you're properly recorded as being present.

The plan for this teleconference is to run through the usual upfront administrative matters and then dive into where we are with respect to

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the policy for retiring of ccTLDs document with the objective to lock down as much of the language in that document as possible on this call.

I feel personally we're getting close to having most of it agreed to, as then we'll be able to focus on the oversight aspect of it all, and that will lead us into the focus of the second half of this teleconference.

And with regard to that, I wish to thank Nick for initiating content review of the overview of decisions document in Google Doc. It also has some subsequent contributions from Patricio as well as Naela, and I thank you both for weighing in on the next phase of this working group's journey, because that's where we're going to be going next. And I encourage everyone to begin looking at the oversight document in earnest, and no doubt, this is going to be a major component in our upcoming face-to-face meeting, so let's all collectively bear down on that and start focusing on that .

I've got no administrative announcements, and I don't think staff do either, but I will defer to them on that question. So, Bart, Bernard or Kimberly, is there anything [inaudible] aware of?

BERNARD TURCOTTE: Nothing here.

BART BOSWINKEL: No. Just one, and just to be on the safe side. The face-to-face meeting, I think it will be on the Monday morning. Is that correct, Kim? So if you're planning on attending the ICANN 65 meeting in Marrakech, the working group will meet on Monday morning from I believe it's block one and

two, so prior to the tech day. So that is important to pencil in in your agenda if you're attending the Marrakech meeting. Thank you.

STEPHEN DEERHAKE:

Bart, thank you. I believe that's accurate. I've not heard anything different from that. So I think we're going to go with that until I hear otherwise, but I think that's probably pretty locked in. So again, if you're planning to attend Marrakech, we'd love to see you there bright and early Monday morning in blocks one and two for the face-to-face. Thank you.

So with regards to action items, we've got a couple on the agenda, and Bart, perhaps you can walk us through.

BART BOSWINKEL:

Yeah. Thank you, Stephen. It's fairly simple. Say, the action items have been completed, number three, so number one and two will be discussed as part of the draft document review, and number three, and I again thank those who have looked at the table, at least I assume everybody had a chance to look at it, but I have taken the effort to put in some comments. We'll look at it, oversight Google Doc. So that's agenda item five. Back to you, Stephen [and we can start from] number four.

STEPHEN DEERHAKE:

Thank you. Okay. Thank you, Bart. I appreciate that. So yeah, 3.3 will be divided into and five. We're now on item four, which is the draft document review that Bernard's been diligently working on.

We're now at version 1.32 which has been up for a little bit, circulated for a little bit. And Kimberly, if you can put that up for us, that would be great. And Bernard, if you will walk us through that. But before you do that, I think anyway, with regards to this document, before Bernard jumps into it, I'd like to kind of review with the working group where in my opinion I think we are with it with respect to having locked down language within it. And in that respect, specifically, I believe the working group is in agreement with respect to the language in sections one, two, three, and 4.1.

And further, with respect to section 4.2, I believe the working group is also in agreement with the current language in lines 54 through 60 in this document, and we have some open discussion with regards lines 61 through 95, which will be discussed presently.

And then moving on to section 4.3, I think we need to review line 66 through 95. Bernard's done some impressive wordsmithing there subsequent to our last call, and I do thank him for that.

That brings me to section 4.5 of this document where we have had first read approval of the language in lines 156 through 163, and I appeal to this group that I'd really like to see us lock down that language on this call as well.

So that's it from me with regards to chair's comments on where we are with this document prior to turning the floor back to Bernard to let him walk us through with respect to all that. So Bernard, the floor is yours, sir.

BERNARD TURCOTTE: Thank you, Stephen. I hope you can hear me.

STEPHEN DEERHAKE: Yes, we can, very well. Thank you, sir.

BERNARD TURCOTTE: 4.2, really, this is not new text. This used to be in 4.2, then we moved it down to 4.4, but this part since it talks about the notice of retirement, I just moved it back up here. So this is not new text, this is simply the text that was here and was moved back up. So the IFO shall include with the notice of retirement the document describing the reasonable requirements it expects of a retirement plan and that the IFO will make itself available to manage or to assist in the development of such a plan, should the manager request it.

So again, not new text, just when I was reading through this, it just made more sense to move it back up to 4.2. Is that okay with everyone?

STEPHEN DEERHAKE: Do I hear any issues with that? Do I see any hands? Let me wiggle around a little bit.

BERNARD TURCOTTE: Allan.

STEPHEN DEERHAKE: Allan, go ahead, sir.

ALLAN MACGILLIVRAY: Good morning, everyone. I just wanted to say just on this kind of mutually agreed, I'm still noodling on what's in line 59, but my thoughts are not coherent enough to get into a debate here, so I'll put it aside.

But I did want to comment actually on line 61 to 64, and so this term "reasonable requirements" is used here, and it's not used later, and I think what we're talking about is within the five years period, the first period, the IFO would send in the notice, a list of reasonable requirements, which we later on call – I think it's in line 97, we call them on – I can't toggle – line 97 is kind of the list of things, the date, etc. Yes, the retirement plan.

So if indeed that's what we're speaking of, I think we have to make that crosswalk, because we don't actually define what the reasonable requirements are elsewhere in the document, at least not as far as I can see. Thanks.

STEPHEN DEERHAKE: Okay. Thank you, Allan. Duly noted. I've got Eberhard next up, I believe, if this is ranked. Go ahead, Eberhard.

EBERHARD LISSE: Morning. Can you go back to this first one that you started with? I don't think we need to define reasonable requirements. Basically, we should remove the "the" and lower case it, because it is reasonable requirements. If we need to define it, we can put in the glossary, no problem, we'll do it. But there is some editorial comments that I have.

Retirement plan will be capitalized throughout. We noticed this earlier, but we didn't want to change the document after distribution. There is also some commas and full stops somewhere that need to be modified.

What we also thought about is language that we have locked in, we would like in the subsequent document put in for example in italics or something, so we know this is settled, that the document reflects what's finalized.

STEPHEN DEERHAKE: Thank you, sir. I see also Nick has his hand up, so Nick, the floor is yours, sir.

NICK WENBAN-SMITH: Hi there. Good morning. Does that work sound-wise?

STEPHEN DEERHAKE: You sound great, sir. Go on.

NICK WENBAN-SMITH: Probably not as great as I feel. Anyway.

STEPHEN DEERHAKE: [inaudible].

NICK WENBAN-SMITH: I agree with Eberhard, actually. If you're going to say we won't have a defined term "reasonable requirements," then what you could do is you could slightly modify that sentence to say the IFO shall include with the notice of retirement a document describing the requirements – lower case – it reasonably expects of a retirement plan, and then continue like that, if that's what the intent is. That would read okay from my perspective.

STEPHEN DEERHAKE: Alright. Thank you, sir. Anybody else? No, doesn't look like it. Notes have been taken, I assume, so Bernard, please continue, sir.

BERNARD TURCOTTE: Thank you. Yes, the notes are taken everywhere. And I happen to agree with Nick and Eberhard, I think that makes perfect sense. We'll get that fixed up. Thank you.

BART BOSWINKEL: It's more about mutually agreed, and I've been chewing on this for some time and I don't know whether Nick or, say, especially the lawyers on this call agree, but if you talk about mutually agreed to by the manager and the IFO, I think the mutually – and this is maybe causing too much confusion – is superfluous. If it's agreed to by – so agreement is almost between parties, and you mention the two parties, so why add the mutually agreed?

And maybe that's the way out, and only where you – because it's agreed to by a term by a single party, that's where you want to

distinguish it, that's where you need to distinguish it. So maybe we don't need to discuss it right now, but I think that's causing some of the issues. Thank you.

STEPHEN DEERHAKE: Thank you, Bart. Eberhard's got his hand up, and I think it's Nick if it displays them all in order. So I'll go with Eberhard first.

EBERHARD LISSE: Thank you. I actually had this on my mind when I raised my hand, but then I forgot to say it. I also agree with this. Mutual agreement, I'm not a native English speaker, but it sounds duplicated. Either something is agreed between both sides, or it's not agreed with both sides. This mutual can go everywhere as far as I'm concerned.

But we can leave that to the native English speakers, to maybe perhaps even a native English speaker lawyer among us to decide what this is. On the other hand, I like to go for the literal meaning of words.

STEPHEN DEERHAKE: Thank you, Eberhard. Nick, the floor is yours, sir.

NICK WENBAN-SMITH: Thank you. I think Bart has a good point, but I haven't really focused on the significance of agreed versus mutually agreed. In general, I would prefer to go for a smaller number of words where you achieve the same effect, and I agree that if something has been agreed, then it's obviously

agreed mutually because it's two people agreeing it, so you could delete the mutually and maybe that would help with clarity in fact.

The way that we're looking at here is that something triggers a notice of retirement, the IFO sends with that the sort of things that it's looking for the retiring ccTLD operator to do to put its house in order, the operator comes up with its proposal for what it thinks it needs to do, and either the IFO goes, "Hey, that looks good," or it doesn't.

So if the IFO says, "Okay, we're good with that," then that is the final retirement plan. Obviously, it could change, I guess, down the track if circumstances change. But that's the retirement plan that is in place for that ccTLD.

If it isn't agreed, then either there's another iteration, and hopefully with people following the spirit of this policy, it would be agreed or [inaudible] sort of oversight mechanisms in terms of, "Is IFO being difficult or unreasonable about the plan that the retiring ccTLD manager's put forward, or is the ccTLD manager deficient in some way in the way that they've presented their plan?" And then the thing can be escalated to oversight mechanisms.

But I think that is the way that I would see it, and I was going to say, it's a sort of a ping-pong game of draft retirement plan going to IFO, then they say yes, and if that is the sort of theme that comes through, we can worry about the wording exactly, but if that's the concept – which I think it is – then I think we try to settle that and record that and worry about the agreed versus non-agreed escalation processes later on.

STEPHEN DEERHAKE: Okay. Thank you, Nick. I appreciate that comment. And Peter, the floor is yours. And before you speak, I just want to thank you for dropping back in again. I know the last couple of calls have been time-wise difficult for you, and I am appreciative of your contribution. So go ahead, sir.

PETER: Thank you, Stephen, and also for your kind words. I think I'm mostly in line with what Nick said. The important part is to define who has the burden of coming up with the plan. I think we've defined that, and then I think Nick said something very important when he mentioned this ping-pong game. So it is about defining a process. It is not that the manager comes up with a plan and the IFO is going yea or nay and then the thing is done. It's the result of an interactive process that is aimed for here. And if it needs more words to make that clear, I don't know, but in any case, we probably can get rid of mutually agreed if we understand that this is a process and not a suggestion accepted or denied thing. Thank you.

STEPHEN DEERHAKE: Thank you, Peter. Anybody else? No, doesn't look like it. Bernard, the floor is yours. Carry on.

BERNARD TURCOTTE: Thank you. Alright. So we'll take care of "mutually" everywhere. We removed most of them. I think there's two left. So let's just agree now,

unless there's an absolute need. The footnote will be modified to make it clear.

As to Peter's point on process, I think line 61-64 initiates it, and section 4.4 completes it quite specifically with some timelines, but we'll get there a little later.

Alright. So this would be the last call on 4.2. Alright, we've beaten this horse to death. Let's move on.

STEPHEN DEERHAKE: Going once, going twice. Anybody? Any bidders? No bidders? Okay. It's done.

BERNARD TURCOTTE: Alright. So just to recap, mutually agreed goes away, and the comments made by Eberhard [inaudible] lower case reasonable requirements, uppercase retirement plan. I think we've got 4.2 locked down. Thank you.

4.3, really, there are editorial edits. Content has not changed. If we could move that down a bit, please, Kimberly. So you will see there is still a few spelling things that were corrected weirdly, but really is just spelling –

STEPHEN DEERHAKE: That's all spelling.

BERNARD TURCOTTE: That's all spelling. It's not anything else, and we'll go over it one more time to make sure. And that "mutually agreed" up in line 68 is going to go away, we've just agreed on that.

STEPHEN DEERHAKE: Anybody have any issues with what you're looking at there in terms of editorial changes? Because it really is just basically spelling. Hearing none, I think, Bernard, continue. Thank you.

BERNARD TURCOTTE: Alright, so 4.3 is locked down. Could we move down to 4.4, please? Alright, this is the place where we've got some changes. You'll remember last time we met, we hit upon the notion of there's a retirement plan that should be produced if the manager is not asking for any extra time, and there is a retirement plan that must be produced if the manager is requesting more time.

So we've tried to make that very clear with a little bit of repetition, but at least it makes it very clear. So on the first part, we've got the not required, so we've added the text, "If the manager of the retiring ccTLD does not wish an extension beyond the five-year period stated in the notice of retirement, it is expected, but not mandatory, that the manager produces a retirement plan for the ccTLD which would typically include..."

Now, I'm saying this is new words, but this is actually the old words that were there and that initiated the discussion. So this covers the time

when there is no absolute requirement to come to a retirement plan, but it is, as we agreed, expected but not mandatory.

The bullet points below that are exactly the same bullet points that were in the original section 4.4, if we could go down, please.

So there is nothing there. we've wordsmithed this to death, and those are the five conditions that we had originally. There have been no edits.

I see Nick's hand up.

STEPHEN DEERHAKE:

I do too. Thank you for pointing it out. Nick, the floor is yours.

NICK WENBAN-SMITH:

Thanks, Bernard. That's really clear, and I like the wording, which is good, because we looked at it lots of times already. So just thinking out loud here – and I was prompted to do this by some of the documents which were sent around, I think yesterday or the day before yesterday around oversight, etc.

So if we think of the situation where the notice of retirement is sent to the ccTLD manager and they do nothing for example, maybe they don't functionally exist anymore or they've got other things in their mind, their country's changing name and they're all looking for new jobs, or they're just sort of apathetic and it doesn't matter, so nothing happens, they don't produce a retirement plan, the policy doesn't require them to produce a retirement plan, and they're not asking for an extension, so it's just a five-year sunset which comes into place.

And actually, they do none of the things, it's just totally irresponsible, as I think those of us on this call would see it in the way of an orderly putting the effect into place.

We as a group are kind of okay with that, right? Because ccTLDs could, in theory, behave badly and not put in place proper policies anyway as of today's date. And just thinking out loud, we're all fine with that, right? Because that's one of the implications of the way that the policy works, is that actually, you could get a situation that the IANA function operator has a hard five-year, "This is the policy, we told you what it was, it's five years, you haven't done anything, you're going to have lots of angry/disadvantaged registrants at the end of this five-year period," and this policy is never intended to be and never could be designed to help registrants who are losing their ccTLDs because of the retirement. That's out of scope for this group, right?

Just humor me while I'm thinking out loud, because I think it's an important consequence of the way that this works. We're fine with that, and I wondered, if we are fine with that, it might be worth an explanatory note because it begs the question, why doesn't this policy do more to protect registrants who are in a ccTLD which is being put into sunset and eventually taken out of the root zone and terminated? I just wondered if there were any thoughts on that point.

STEPHEN DEERHAKE:

Personally, I've had a discussion with Keith Davidson from InternetNZ about this. I won't go further into that at this point, but Nick, you raise a really valid point, which is the point he raised as well. Don't have a real

answer for it yet. I'm not going to say it's out of our remit, but I don't want it to become a big distraction at this point. I'll leave it at that, and Nick, I'll take it up with you personally.

Who else do we have? Bernard, do you want to – Sir Eberhard? No, Bernard is next, I think, if this stuff is in order.

BERNARD TURCOTTE: Go to Eberhard first, then I'll close up.

STEPHEN DEERHAKE: I will go to Eberhard then. Dr. Lisse, you're on deck.

EBERHARD LISSE: Thank you. Nick, we are making policy for ICANN. We're not making policy for ccTLDs, we're not making policy for registrars. We're making policy for ICANN. ccNSO members are bound by it during their membership. Nonmembers are not bound by it.

there has never been – and that's a dying in a ditch issue – that ICANN will tell, or somebody other than the ccTLD manager will decide how a ccTLD manager runs the ccTLD. There is nowhere any document that meant that gives any third party insight into the operations. And I don't want to ask to open the door for this. It doesn't matter, because we're making policy for ICANN and the IFO or the PTI. This is how it works, this is an external event, which has and must have the consequence of removal of the root, we have no control over the fact that it happens, we are just dealing with how it happens.

We can sort of – I agree, we can maybe put this in to introduction somewhere that we make it very clear what is happening, but this is not for us to protect the registrants, to protect the ccTLD, to protect ICANN. We need to deal with an external event and need to devise a mechanism that is reasonable and fair to everybody concerned, including the registrants. But we're not making a policy to protect anybody. If that country changes their name, the ISO changes its identifier, the ccTLD has to go.

STEPHEN DEERHAKE: Thank you, Eberhard. Bernard, do you want to go to next, or do you want to defer to Nick?

BERNARD TURCOTTE: I'll let Nick respond. I just want to [inaudible] close out.

NICK WENBAN-SMITH: Very sensible. Okay, so Eberhard, I totally agree with you, and I don't think this policy or any of the work that we do should have any effectively setting the policies for the ccTLD. That is, as you say, a red line quite rightly. And I just wondered, because some of these things could arguably go into that sort of territory if we're not careful, whether it isn't worth an introductory explanation when we talk about what's the purpose of this policy.

The purpose of the policy is not to set registry policy. It is to dictate the policy process for an orderly retirement in circumstances where that has to happen and is not ever going to go into the territory of the

subsidiarity principle around actually if the registry wants to do something, then the registry is allowed to do it by its own internal governance or whatever works for that ccTLD, because those are not affairs -this is like a picket fence thing, that's outside of the scope and jurisdiction of any ICANN process or policy, whether it's ccNSO-mandated or otherwise.

And just to put that up front, because I think if we're going to have to defend this policy, people like Keith might say, "Have you done enough to protect registrants at the sunset stage?" And I think to have something in there to say, "We thought about it, and actually, this is why it doesn't do that, because it's an important division of policy scope as between a ccTLD and ICANN, that the ccTLDs absolutely set their own policies even in the retirement phase.

EBERHARD LISSE: Out of scope comes to mind.

STEPHEN DEERHAKE: Thank you, Nick.

NICK WENBAN-SMITH: Yes, exactly.

STEPHEN DEERHAKE: Yeah. Personally, I concur. Thank you, Nick. Thank you, Eberhard. Bernard?

BERNARD TURCOTTE: I think that was a great discussion. Just picking up on a point Nick started out with if the manager is unresponsive. And I think we've dealt with that up in section three. So we do have some leverage there. And let's not forget that in the section that we're getting to now, starting in line 110, that we're now making this part, if the manager wants something from the IFO, then it shall have to produce a retirement plan, which includes the list of the things.

So I don't think that things are completely abdicated. We're saying that in the minimum situation, quite rightly so, if –

STEPHEN DEERHAKE: Bernard, if I can interrupt at this point, line [111,] "It must" or "it shall." What do we want there?

EBERHARD LISSE: According to the RFC, that's the same.

STEPHEN DEERHAKE: Okay. Thank you.

BERNARD TURCOTTE: But we've used shall everywhere, so we should replace that "must" with a "shall" to just be consistent.

STEPHEN DEERHAKE: Thank you, sir. Carry on.

BERNARD TURCOTTE: So that first part, I'll take it that we've settled that. The second part is where the manager wishes to have an extension to the five-year period, and that's where the give and take goes, and therefore, the retirement plan is no longer just optional, to simplify the language.

So it states if the manager of the retiring ccTLD wishes the IFO to grant it an extension beyond the five-year period stated in the notice of retirement, it should read "it shall produce a retirement plan which is acceptable to the IFO. The retirement plan shall include ..."

Now, the bottom five items are exactly the same as the ones we've discussed up here. The top three bullets were in the original text which we ran through, but as a paragraph, and now they've been broken out, as was suggested by Eberhard [I recall.] It's always easier if things are made into bullets and clearly specified.

So basically, the plan shall include the length of the extension requested, a maximum of five additional years, the reasons for requesting an extension, and impact analysis which supports the reasons for making the extension request.

So again, we've got these points here, but the only text that is new is 110 to 113. The rest is copy-paste and broken into bullets. I'll be glad to take questions.

STEPHEN DEERHAKE: Eberhard's got his hand up. The floor is yours.

EBERHARD LISSE: Just a small editorial thing. with this bulleting, we will be consistent in the document, and for example [1 1 10] doesn't need a bullet.

BERNARD TURCOTTE: That is correct.

EBERHARD LISSE: But I just use it as an example because we've got it on the screen. We will go through the document and make it consistent that we will use bullets where bullets are needed and not where not.

We could even use a number each paragraph, and then refer to the paragraph numbers, but that's editorial stuff that will not change content by a single [inaudible].

STEPHEN DEERHAKE: Eberhard, we'll take editorial stuff offline. Thank you, sir. Allan?

ALLAN MACGILLIVRAY: Thank you, Stephen. Actually, I just had a couple of points with respect to lines 124 and 125. I didn't know if we were dealing with those now –

STEPHEN DEERHAKE: We're not there yet.

ALLAN MACGILLIVRAY: Okay. I will stand down until we turn the page. Thank you.

STEPHEN DEERHAKE: Thank you, sir. I want to ask the group, is there any issue with the text that we're looking at in front of us, between lines 103 and 121? Going once. Naela's got her hand up, so go ahead. Pleased to hear from you. Thank you.

NAELA SARRAS: Thank you, everyone. Just another small editorial thing, and I've put it in the chat. We refer to the root zone in several places differently. So if you just find a consistent way, maybe root zone lower case or DNS root zone if you want to be more consistent or something. But anyway, just find a way to refer consistently to the root zone.

And then in general, when we're saying we're going to lock the text, if we have further editorial changes, can we still send them in? Or what's the process there?

STEPHEN DEERHAKE: Well, thank you for clearing up – whatever IANA's preferred terminology is for root zone, please throw it in the text and we'll put it in the document. With regards to your other question, I'm not sure. Can you repeat? What do we want to do with that?

BART BOSWINKEL: Eberhard has his hand up, Stephen, and I may make a suggestion as well. Go ahead, Eberhard.

STEPHEN DEERHAKE: Bart, do you want to handle Naela's question first, then we'll go to Eberhard?

EBERHARD LISSE: I wanted to respond to her.

STEPHEN DEERHAKE: Okay.

BART BOSWINKEL: That's what I thought. Go ahead.

STEPHEN DEERHAKE: Okay.

EBERHARD LISSE: Editorial changes like typing errors and stuff like this can be sent any time before we submit the final document. That's not a problem. If it changes the meaning, then we have to reopen the document. There, we have to find a way of drawing a line at some stage. I am not one for being too formal about it going on, but eventually, we can't read a document 250 times. We need to finalize it eventually. And then we must say only if somebody comes up with something serious that he is

going to die in a ditch on would we reopen the market. Otherwise, we would deal with typing errors, punctuation maybe and stuff like this, but not with things that change the meaning.

STEPHEN DEERHAKE: Does that answer your question?

NAELA SARRAS: Yes. Fair enough. Thanks, Eberhard, and they're more of the first kind. [inaudible] explained the editorial commas, etc. So yeah, thank you. That answers my question.

STEPHEN DEERHAKE: Okay. Great. Thanks.

BART BOSWINKEL: Stephen?

STEPHEN DEERHAKE: Yes, sir.

BART BOSWINKEL: And I think what you will see, it's, say, the way we handle it right now is more a way of moving forward. There will always be an end reading if you recall from the FOI. At one point, there will be a draft document to be circulated before it will be up for public comments, and that's when you see the full document and then you again need to reassess whether

you still – everybody's on the same page. And that's along the lines of, say, Eberhard's second point, but maybe a little bit less, I would say, binary whether you want to die in a ditch for it. But that's the way the FOI handle documents as well. Once you've got the full document in front of you, then everything falls into place, but at one point, you need to close parts of the document.

STEPHEN DEERHAKE: Yeah. That's what I'm attempting to do here. So thank you. Yeah. I think [it's been noted. We've closed] all this. So Bernard, you can carry on.

BERNARD TURCOTTE: Yeah. Next page, please, Kimberly. Alright. So as I mentioned earlier, this is copy paste from the – you'll notice from the text that's been struck out in redline below, and I believe Allan had a question.

STEPHEN DEERHAKE: Allan does have his hand up. I'm sorry. Allan, go ahead, sir.

ALLAN MACGILLIVRAY: Thank you, Bernie. I think this goes to your cutting and pasting. If you look at line 122, you've cut and pasted that from the first one, but in fact, in line 114, you already require the manager to indicate the date at which they want – the extension date, so you do not need that bullet again. My point is it's redundant relative to the bullet at line 114.

BERNARD TURCOTTE: Oh, good catch. Yes. Thank you for that.

ALLAN MACGILLIVRAY: My second point is a bit more general, and it goes to 125. And I think it may touch a bit on the issue that Nick was raising before. I note that we're actually looking for all this information in the plan, but I think we have to create an obligation for the manager – so we have to make sure that this stuff gets public, I guess, is what I'm saying.

So there are two ways to deal with that, and maybe we do both. One, we have to deal with the question of whether the plan itself will be a public document, which I think is a discussion we have to have in any event. The second is I think we should consider putting in these – I'll call them mandatory elements – a requirement that the manager informs registrants of all this information. In other words, we've asked him to tell us these dates, but he's not actually compelled to tell the registrants what's going on. So I think that we have to put something to that effect in there. I don't have words to mind. I think we should talk about the concept, and then maybe Bernie can come up with some words. Thanks.

STEPHEN DEERHAKE: Thank you, Allan. I'm seeing some action in the chat. Hold on.

EBERHARD LISSE: While you're thinking, just a quick one. Anything that prescribes anything to a ccTLD operator is a ditch in which I will gladly jump and die in. It's not going to happen as long as I can object to it.

STEPHEN DEERHAKE: Okay, so that's an editorial comment from you. Thank you. Bart's saying [inaudible] Bart, I don't understand that comment that you've made in the chat. Can you elaborate, sir?

BART BOSWINKEL: It's in response to Peter's comment, and Peter raised the first time we discussed whether to include the way it's defined in RFC 2119. What you see right now in ICANN documentation, whether it's policy documents or others, they use the defined meaning. Yes, it's not a protocol. At the same time, it clarifies a lot of the issues around "shall, should, could and must." And that was the reason to propose it at the time, so there is a clear meaning of it. And again, if it's confusing – it's all meant to make it less confusing, especially for the nonnative English speakers.

STEPHEN DEERHAKE: Yes. I scrolled back up and found that thread. Yes, and I apologize, everyone, for being a native speaker. We need to really lock this down so that nonnative speakers have a good understanding of what's going on here. I duly appreciate that.

EBERHARD LISSE: We can put the words "shall, must," and the others into the glossary.

STEPHEN DEERHAKE: Well, they have to be in there and referenced back to the RFC definitions of “shall –“ my country, we’re having a fight over that word now as we speak. But let us continue. Bernard, carry on.

BERNARD TURCOTTE: I see Allan’s hand’s still up.

STEPHEN DEERHAKE: Is that a new hand, Allan, or an old hand?

ALLAN MACGILLIVRAY: Old hand, I'll take it down. Sorry.

STEPHEN DEERHAKE: Thank you, sir. It won't be there eventually. Carry on.

BERNARD TURCOTTE: Noted .Next page, please. Alright. 144, remove “mutually agreeable.” “It must do so,” will review versus the “must shall.” And just some editorial changes on 149 to 154. “Shall advise the manager that the ccTLD shall be removed from the root.”

So I don’t think there's that “must do so,” which we’ll clean up, versus the standard definitions Peter’s been talking about for a few in the chat. Any comments on that to close out 4.4? I see Allan has his hand up.

STEPHEN DEERHAKE: Allan, go ahead, sir.

ALLAN MACGILLIVRAY: Thanks, Bernie. I think this just goes to we're speaking to the time limits for retirement plans, but I think we only should have these time limits where the retirement plan is seeking an extension beyond five years. So I think that if a manager wants to send in a retirement plan in year four because it's being done in year five, sure. So I think that we should qualify that, something to the effect that if the manager wishes to produce a retirement plan to support a request for an extension beyond five years, it must do so within 12 months, etc. That's my point. Thanks.

STEPHEN DEERHAKE: So if I understand you correctly, you want a little additional language around line 145 to give them the opportunity to say it's coming but it's not coming yet.

ALLAN MACGILLIVRAY: No. I'm saying that I think 144 is only necessary in the case where the retirement plan is supporting a request for an extension beyond five years. That is, you would add the words – at the end of the line 144 where it says retirement plan, you would add the words, "To support a request for an extension beyond five years."

STEPHEN DEERHAKE: Okay. So I can see that you're not giving us closure on this language at this call, so we'll incorporate that into the next call then.

BART BOSWINKEL: Stephen, please note Bernie has his hand up.

STEPHEN DEERHAKE: I do see that, sir. Bernard, go ahead.

BERNARD TURCOTTE: Thank you, Stephen. I don't necessarily agree with Allan on this one, and I'll try to explain why. On one side, I understand this has to apply if it's mandatory. On the other side, if a retiring ccTLD is not asking for an extension, so it's not mandatory, but if it wishes to produce one, it's sort of letting the clock run out that it can drop a retirement plan anytime on the IFO without any time limits on it seems to leave things a little too open to ensure that things get done properly. So that's why I was thinking they should apply in both cases, because if we decide that they're not applying in both cases, then I'll just move these two bullets up to be sub-bullets to the condition of when it is required. Thank you.

STEPHEN DEERHAKE: Thank you, Bernard. Allan, response?

ALLAN MACGILLIVRAY: Thanks, Stephen. But there is no need for the IFO to comment on the plan. So it's just being sent in as a matter of courtesy. So if they get the plan in 12 months or they get the plan in 48 months, it doesn't make

any difference as far as I see in the terms of the policy, because the IFO has no say over the contents of the plan. Thanks.

STEPHEN DEERHAKE: Thank you, Alan. Any response to that by anybody? Not seeing any.

BERNARD TURCOTTE: Stephen?

STEPHEN DEERHAKE: Yes, sir.

BERNARD TURCOTTE: Okay. Fair enough, Allan, but on the other hand, it's not a question of approval, it's a question of everyone understanding when there is a plan in place and what it's going to include. So anyways, I'll take the wisdom of the group on this one, but I think we have to understand that there may be value on both sides of that argument. Thank you.

STEPHEN DEERHAKE: Thank you, sir. I see Nigel's on the call, and I'm going to call upon Nigel to perhaps provide some input on this. Nigel, do you have any thoughts on this?

UNIDENTIFIED MALE: [inaudible].

EBERHARD LISSE: He's asleep.

STEPHEN DEERHAKE: Nigel's asleep. [inaudible]. Given that, I will turn it back over to Bernard to continue to walk us through this. Thank you, sir.

BERNARD TURCOTTE: Alright. Thank you, sir. Let's get this wrapped up for the top of the hour. 4.5 – next page, please – has not really changed since the last time, but in discussions after we sent this around, there was, I believe, some discussions at 164, given that we've perfectly spelled out to whom the policy applies and how, is redundant and should be struck. Is that correct, Stephen?

STEPHEN DEERHAKE: Yes. Given that, we were going to jump into the oversight stuff, but I think I'm going to make oversight the primary objective of our next – our last, actually – teleconference prior to our face-to-face, because we really need to start hashing the oversight document out. So I think we're –

BART BOSWINKEL: Stephen, Allan has his hand up.

STEPHEN DEERHAKE: Go ahead, Allan. I'm sorry.

ALLAN MACGILLIVRAY: That's fine, Stephen. Just a quick one on line 161. The sentence, "If this is not possible, the IFO can advise it will return to the initial five-year retirement plan." I think the word "can" is a little – I don't think the permissive is valid here. I think it should be either "shall" or "will" or whatever. In other words, the IFO must advise that they have to return to the five-year retirement plan.

STEPHEN DEERHAKE: How strong do you want that? Do you want that a "must" or a "shall?"

ALLAN MACGILLIVRAY: As I understand it, they're equivalent, and I'm not going to enter into that debate. So "must" or "shall," as long as we're consistent, is fine with me.

STEPHEN DEERHAKE: Okay.

ALLAN MACGILLIVRAY: "Shall" is the convention here in Canada, but hey, [inaudible] the colonies.

STEPHEN DEERHAKE: I'm going with you with "shall." So, duly noted. Bernard, for that little tweak. Other than that, I think we're good. I think we got a lot of this [inaudible] up tonight in terms of language, and I thank everyone for their participation. Thank you, Peter, for being back on the call.

For the next call, which is our last call before our face-to-face if my memory doesn't fail me –

BART BOSWINKEL: It does, Stephen.

STEPHEN DEERHAKE: We have two?

BART BOSWINKEL: Yes, we do.

STEPHEN DEERHAKE: Oh, good. I'm glad yes memory's failing me. Okay, on our next call, what I would like to see is a brief wrap-up on most of the language on the document we've been working on diligently, and then I would like to see on the next call a deep dive into the oversight and get ourselves organized on the oversight well into the oversight document and trying to incorporate that into the document we've been discussing so that we can go into the face-to-face and get some substantive stuff done in trying to move ourselves forward to an end on this process. I hope you all agree on that.

BART BOSWINKEL: And Allan has his hand up, or it is an old hand.

STEPHEN DEERHAKE: Allan, is that a new hand?

ALLAN MACGILLIVRAY: Old hand. Sorry.

STEPHEN DEERHAKE: Alright. No problem, sir. So in the face-to-face, we can really seriously work ourselves forward into the next phase of this two-phase policy development process.

And with that, given that we're at the top of the hour and –

BART BOSWINKEL: Stephen, just before you want to close, I will recirculate the link, because some people saw my second e-mail, I made a mistake with Google Doc again unfortunately. I will also send in the PDF and Word, recirculate those so people can have a look at it if they don't use Google Docs or don't want to use it.

And what we also will do or what I also will try to do is given that the document itself we've been discussing today is fairly stable now, and we did agree – I would say the main process is clear – try to come up with a kind of workflow where you can see the combination of decisions and

process you've been designing, you've designed, so it clarifies the table, and it makes it easier to discuss and look into. So you see it as a kind of auxiliary document, but it is kind of linked between the oversight decision table and the draft document you have been discussing today. Thank you.

STEPHEN DEERHAKE:

Okay. Thank you, Bart. Is there Any Other Business? Anybody have anything else they want to bring up? Going once, going twice. We have no bidders. Excellent.

Next meeting, [inaudible] on screen in front of you, is 5/23 at 11:001 UTC, and 6/06 at 17:00 UTC, and then we'll see each other in Marrakech. So with that, anybody have anything else they want to comment on? I'm not seeing any hands.

Alright. With that, I want to thank everyone for participating, whatever time zone you've dropped in from. Mine was not pleasant tonight, but there we go. It's my turn to share the pain. Thank you all for participating. Thank you all for your contributions. Carry on with the Google Doc stuff, think about what's there, and we will see you in two weeks on the 23rd at 11:00 UTC. I thank you all. I thank ICANN staff in particular for managing this call, and good night, good morning, goodbye to you all. Cheers. And the recording can be stopped, etc. and all that good stuff. Thank you, guys. Thank you so much. Good night.

BART BOSWINKEL:

Bye.

[END OF TRANSCRIPTION]