
EBERHARD LISSE: Good morning, good evening, good day everybody. All the best for the new year. Stephen has indicated that he is unavailable today—seems to have a small medical issue—so he has asked me to stand in to chair the meeting. The roll call, as usually, is done via attendance on the Zoom list. Are there any administrative announcements? That doesn't seem to be the case, or at least I can't hear anything. Can we then start with the action items? Bart, you are probably the person to deal with this.

BART BOSWINKEL: Yeah. It's more [inaudible] part of the administrative—the process document—say was this [discussed] [inaudible] the meeting in Montreal. We haven't [inaudible] comments, although the notes indicated this. So, [inaudible]. It could be considered approved. The adjusted timeline that we shared with the group in Montreal as well has been adopted by the ccNSO Council.

This implies that that PDP Working Group Two, dealing with the review mechanism, will be launched shortly. There'll be a call for volunteers going out next week. And depending on where this group will be in Cancun—hopefully by [then] it has completed its work on the interim document for public comment—the phase will focus primarily on the review mechanism.

And at its last meeting, the IDN PDP has been launched, in the sense of there is [an initiative for it], which will be discussed by the ccNSO Council in February so it can be adopted by then. And so, the PDP Working Group may meet in Cancun. I see that I'm a bit flaky. Hopefully

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this works. I hope this is any better. But back to you. These were the administrative announcement action items. Back to you, Eberhard.

EBERHARD LISSE: Okay. Thank you. So, we can then basically move forward to the ... Unless there is any questions from the floor—I don't see any hands—we can then move into the stress testing, and I'll hand it back to you, Bart. If you're talking, you are on mute. Hello? Anybody listening?

BERNARD TURCOTTE: I can hear you fine, Eberhard, but I cannot hear Bart.

EBERHARD LISSE: I cannot see him speaking on the indicator. I can't see him at all. He seems to be dropped off.

BERNARD TURCOTTE: He might be switching networks. I know he has a few options at home. So, given his voice was a little shaky—his audio was a little shaky on his previous one—we'll give him a minute.

EBERHARD LISSE: Yeah. Okay. Or would you like to start taking us through there so we can get a move on?

BERNARD TURCOTTE: Well, if we don't have a choice, let's get going here. I believe ... Let's just run through it, just to make sure. Stress testing was defined as the test of process as developed by applying the process to corner case situation and understand whether such case results in an unwanted outcome or side effects. If the outcome of that situation results in such, policy process may need to be adjusted.

The stress testing was conducted in Montreal, working through the responses on the following questions. What is outcome of this situation when process is invoked? Is the outcome of that situation—the result—unwanted or are the side effects unwanted? Does policy or process need to adjusted or redefined?

EBERHARD LISSE: Bart has come back.

BERNARD TURCOTTE: Yay! So I have finished filling the time adequately, and will now hand it back to Bart.

BART BOSWINKEL: Thank you. I heard you talking about the stress test. I hope the connection's better now.

BERNARD TURCOTTE: It is.

BART BOSWINKEL:

So, the definition ... This was used in Montreal, as you may recall, as a kind of process. The next part was the stress testing that the group conducted in Montreal—was based on a couple of questions, which you see as well. What is the outcome of the situation when the process is invoked? Outcome of the situation or the result of, say, [buying] the situation through the process—is it unwanted, or are the side effects unwanted and unacceptable? And if that’s the case, does the policy and process need to be adjusted or redefined? This is how the stress testing was applied—so, these three questions.

As you will see, you’ll be asked to go over the identified situations again using these questions. We’ll record it and then we can have a discussion, or you should have a discussion, whether the process needs to be updated.

So, just going back to the Montreal meeting on the results ... Leading up to Montreal, we identified a set of cases. That’s section number two—identify cases. You had plenty of time to go over them. Significant name changes of country, resulting in a change of the ccTLD ... Main one probably is, or the result was, it’s not really an exception, so no need to adjust the policy.

Domain name under management of removal date—so, whether it ... Can you scroll down, please, Kim, to the next page, page number two? Again, as you see, there was no need to adjust the policy, even if at the time of the removal date the ccTLD manager-to-be retired still had the domain names under management.

The third case was breached the retirement agreement. This is something that we'll come back later on as well. Different cases here. Breach of retirement agreement is various situations. Effectively, there was no need to adjust the policy process.

The next one, ccTLD manager goes bankrupt after notification of retirement ... Again the group identified that there was no need to adjust process policy and request to transfer post-retirement notice. This was one of the situations ... Can you scroll down, please, Kim?

As you can see, the outcome of the examination was there may be special policy requirement to transfer for this one. And there is a bit of a gap in the existing transfer retirement process. So, whether it's adjusted in the transfer policy, which is derived from RFC 1591, or under the retirement process is another one. But probably, most likely needs to be done under the retirement policy. So, that need to be defined as an exceptional case and the conditions for such a transfer. So, that's upcoming homework for the working group.

The next situation that was tested was ccTLD ends membership of the ccNSO and claims policies are therefore not applicable. Again, this was extensively discussed, if you recall, some months ago if not a year ago. There is no need to adjust the policy process, and I think there is even a note in the process document around this topic. It was removed from list of assigned codes because country dissolved ... There it goes again, my internet connection. Again, there was no need to adjust policy process. I hope you can still hear me.

So, that was the identified cases. Can you scroll down, please, Kim? First of all, let me ask. Are there any questions regarding this bit? This is just a recap of what you discussed in Montreal before we go further. I don't see any hands. If not, okay.

Then, let me continue with what we've done, or what you've done, just prior to the—around the week of the final call in 2019. So, you've identified additional cases during the Montreal face-to-face meeting. In order to structure the process a little bit more, they were listed and you were asked to prioritize the different cases. As you can see, out of the full membership, six people responded. Based on the responses, we will first address the lines of communication between ccTLD manager and IFO. [inaudible] people considered this the most—those who responded—was this stress situation with the highest priority.

Breach of agreement due to court injunction, breach of agree due to applicability of national law, and breach of agreement during extension period ... Again, these were the second highest. You can read at your leisure. The outcome and the [inaudible] for the homework and discussion for this call and the next one ... The different situations are listed in order of priority.

Before I go any further and we start discussing the stress test things, or the cases, or situations themselves, first of all a question. Has anybody come up with additional scenario—come up with situations—which is not captured in this list, or new ones, or in the ones you discussed before? So, is this list very complete in your eyes? Any additional cases you want to see added? I don't see any hands up or any comments in the chat. So, I think we'll repeat that question once more at the next

meeting, but then afterwards ... Think it through, please. If not, then we can consider this list closed. That's one.

The second question I have before we ... Are there any questions around the priority and the way that was done? If not—I don't see any comments—then we move into the stress testing themselves. What we propose to do is using the same questions again as we did in Montreal. See how it works in this online environment. And then, per situation, start having a discussion around the different situations, and if you think it's ... There we go again. The real question, at the end of the day, is, of course, whether the policy process needs to be adjusted or not and if you feel comfortable that the outcome of the situation is dealt with properly.

So, what I propose is that the first one that we discuss is lines of communication between ccTLD manager and IFO. They need to be authoritative. That's clear. But are there any specific requirements that need to be included and is it ensured or is that too much detail and is it more a matter of implementation.

So, the examination questions—and will give you a few [minutes] to sort through before we start—is what is outcome of the situation when process is invoked? Is the outcome of the situation [wanted] or unwanted? And does the policy process need to be adjusted or refined to meet this situation. So, I'll give you two minutes to think through and list them, and then I'll ask somebody to start the discussion. So, please think it through, unless somebody already has a comment.

EBERHARD LISSE: I have one from the chair. I don't understand exactly what that means, "lines of communication between ccTLD manager and IFO are authoritative."

BART BOSWINKEL: Somebody said this, and I propose that the person who suggested this topic speaks to it. I see Nenad's hand is up.

NENAD ORLIĆ: Do you hear me?

BART BOSWINKEL: Go ahead.

NENAD ORLIĆ: This is my topic, so I think it's best for me to explain. Somebody put it here in a short form, but the question is—and it's from our experience with the shutdown of the YU domain. We had a problem that we didn't know who to talk to then, in ICANN. Obviously, what happened is I that I didn't know who to talk to in our ccTLD then because what has happened. It's happened that our Serbian registry is a multistakeholder organization with several bodies, with different authorities inside the registry.

So, the board, which I was a member of, was the part of the organization that was operationally in charge of shutting down the domain. We were working on instructions from the assembly, which is

the top body of the organization. But ICANN kept talking the registry, to the admin contact for the YU domain, although that person at the time didn't have any power of decision making in the organization. But they did continue to do so because ICANN talked to that person. Do you understand the problem?

For ICANN, authorized person was admin that was listed for the domain. But in effect, that person had no authority to talk about it or to make any decision about it and that did produce some problems. Organization needs to know exactly who they need to talk to, down to the name and the address. And vice versa, somebody from the organization—from the registry that's doing the shutdown for the domain—needs to authorize a person, contact, or whatever to ICANN so ICANN can know that any decision that they are informed about from the registry is really registry's decision.

EBERHARD LISSE:

Thank you. I think we have got this ... You can take your hand down. I'm just [inaudible], please. As far as I see it, that's covered in the policy because the ccTLD manager is supposed to nominate a contact. Am I right, Bart?

BART BOSWINKEL:

Maybe ask Bernie. But may I suggest that now the situation is clear, that people think it through before we go into this?

EBERHARD LISSE:

You run the clock.

BART BOSWINKEL: First of all, are there any questions around what Nenad explained? So, we'll include this in the description that the [lines]—who is the authoritative point of contact for the ccTLD manager. I think that's defined, if not in this policy, then definitely in RFC 1591 and the FOIs. Anybody wants to comment on this one? Eberhard, you already started. Anybody else? Do you think this is a situation that needs to be addressed? Bernie, go ahead.

BERNARD TURCOTTE: Thank you. Nenad brought this up when we were writing up the policy. You'll remember, we put in that section that the IFO should not rely on the administrative contact only, and when starting the retirement process, should clearly identify who the registry wishes it to deal with for the retirement. So, I think definitely we have looked at it. I don't know if it's sufficient in the wording that we have put in, but we have certainly looked at that situation. Thank you.

BART BOSWINKEL: I see that Eberhard quoted in the chat the note from the process document. If, based on this ... Nenad, first of all to you. Do you think this point is covered by this note? And then, to the others as well, if you wanted to chime in. Eberhard, go ahead.

EBERHARD LISSE: I am satisfied. The document clearly says IFO should endeavor to find the responsible contact. If the ccTLD manager is reluctant or is not

cooperative, then you must take the ones that you have. Otherwise, you take the one that the manager nominates. I think, from my side, that covers it. Actually, Nick also thinks that it covers it.

BART BOSWINKEL: Yeah, and Barrack and Nenad himself, as well. So, it's think it's clearly stated. There is no need to address the process policy documents. It's been covered. So, we could say we'll revisit this one for the second reading next time. If you agree, I want to continue. The next case is breach of agreement. So, case is breach of agreement. If you look at the top of page four, you see there are three different cases. This group identified different breaches of agreement earlier on as well. Nenad can't find it in the policy. [4952] does not cover it, in his review. Nick, go ahead.

NICK WENBAN-SMITH: Yeah. Hi. Can you hear me okay?

BART BOSWINKEL: Yeah. We do.

NICK WENBAN-SMITH: I was going to say that in these sorts of retirement plans, I don't think it should be classified as a breach if the outgoing ccTLD manager is obliged through some sort of national process or court order. I don't see how that can be a breach of the agreement. I think the retirement plan must always be subject to a legally-binding court order in the jurisdiction,

which the ccTLD manager is obliged to follow. I don't see that the ccTLD manager would be at fault or at breach if it is subject to that sort of court order.

I know this is stress testing. I suppose if a court orders a ccTLD manager to do something or not do something, then it doesn't really have any choice, and so it can't be categorized as a breach as such. So, I think the retirement plan is always subject to something that the national court orders the ccTLD manager to do.

I don't know whether it's in the ways that the notifications are done or ways that the registration process has to be conducted. If the national court says it's different from what the ccTLD manager agreed with the IFO, then I think that probably comes in and overwrites the retirement plan in those sorts of respects. That's my thought on the question.

EBERHARD LISSE:

Okay. My view is not so much with regards to the retirement plan. The ccTLD manager, of course, is bound to the local law and the local court, but the IFO is not. The question we need to find out is not so much how the ccTLD manager is affected but how IFO is affected, if local court says, "No, you can't do that." Is IFO going to go ahead? That's the question that we need to talk, I think. All right. No reply to that. That means food for thought. We must revisit this after some further thought on the next call, probably.

BART BOSWINKEL: Hello. I'm back in, apparently. Bernie, can you take this over, because this is taking too much time, and use it the same way? Thanks.

BERNARD TURCOTTE: All right. So, picking this up ... Sorry. I was still dealing with those lines in the chat. So, that was due to a court injunction, due to applicable national law. Any other comments from anyone? So, as Eberhard has said, this is more of a question for how the IFO will deal with it. It's not a question for the policy document, per se. We've got our rules is the way I'm interpreting that, and that therefore there is no real need to change the policy process. Is anyone in disagreement with that?

EBERHARD LISSE: I'm not sure this is finalized. I think we should revisit this again. Also, I don't see anybody from IFO on the list. So, we should maybe discuss this again. But that's not a problem. It's not a big problem. The more interesting case is the breach of agreement during extension period, which implies non-judicial interference. In the end, if a court tells me, "You must do that," I'll do that. If the court tells IFO to do something, it depends whether IFO feels or is bound by it. Maybe we should ask what they think about it.

BERNARD TURCOTTE: Yes, but the way we work, this is just an agreement in this group today. We always have two readings, so we will certainly go back to it in our next meeting, and hopefully the IFO will have a representative there, and we will have that discussion again at our next meeting on this one.

Nothing is closed with just one reading of this. So, are we okay with that, Eberhard?

EBERHARD LISSE:

Yeah. Sure. My point is that I haven't really come to a solution in my mind about what would happen. That means we can't just say, "Okay, we'll read it again," and then leave it at that. We should ventilate the issue a little bit further before we finalize it.

BERNARD TURCOTTE:

Okay. I think we'll note it as such. Thank you. So, next ... I think those two were together—court injunction and national law court order. Trying to keep up with the ... In terms of the stress, the only situation not covered is change of retirement contact. Okay. We'll have a look at that later, Nenad.

Now, let's move on to the breach of agreement during the extension period. Basically, you will remember that in our document we have a number of conditions which should be met if you are either agreeing to them voluntarily, or in the case where this an extension that is requested, a retirement agreement must be come to. An agreement must be come to.

So, breach of agreement during the extension period is very specific. We're not talking about the original period, but when you're into the extension that was requested, what happens? You'll remember I had produced a process document, which had pointed this out and noted that we would have to deal with that specific case.

What was proposed in that process flowchart was that there would be ... If there is no satisfactory resolution of the breach with the IFO, that then we would go back to ... Given we're past the basic period, we would go to a one-year notice period regardless of the length of the extension, was the proposal. But we didn't really address that in the policy document. I think that is still a live condition. What happens if you have breached the agreement during the extension—so, after the five years. Thoughts and comments on that?

EBERHARD LISSE:

Okay. Since I don't see any hands ... I seem to recall that it was mentioned ... Maybe I'm wrong that we say if they breached the agreement, then we don't cut it short. Does it matter if the agreement is being breached is the point, because if we say, "Look, they need more time," and then they breach the agreement, does that mean that they then don't need more time? Do we need to "punish" the manager, or could we just say, "Try to resolve the breach?" But if an agreement was there that more time is needed, more time remains needed, whether they breach or not.

BERNARD TURCOTTE:

That's a very good point, Eberhard. But I think the basic understanding was that if you're asking for more time, there are certain conditions, and hopefully those conditions are reasonable conditions that are in the retirement plan. If you're breaching those, will it cause more issues if you're not enforcing them one way or another. Nick, over to you.

NICK WENBAN-SMITH: Yeah. I think it's a really interesting question. I think we risk going down a few rabbit holes which we don't really need to go down. What is a breach of the agreement? I think all of this stuff is fairly done on the basis of trust, and fairly informal in terms of legal status. I don't really like the breach terminology particularly.

But also, supposing the breach has nothing to do with the reasons why they were granted the extension, it's like a technical breach that we responded with a certain time, or the changes in administrator or something has not been kept up-to-date, there might be nothing to do with the merits of whether or not they were granted an extension. It could get super complicated if we go down this particular route. There's a long stop date for the retirement anyway.

So, I don't know. I don't know if it's particularly useful. I think it's interesting to talk about it in the hypothetical, but in terms of practical consequences in the policy, I'm not sure if there are any. And I think I tend to agree with Eberhard that my inclination would be to not sanction this sort of thing. That's just my thought.

BERNARD TURCOTTE: Okay. But then, let's keep in mind the following context, folks. We said there's the basic retirement [inaudible] five years. If you want more, then there's this negotiation with the IFO. And if more is granted, then the way this thing is structured right now, there is a requirement to have a retirement plan and to follow that retirement plan. So, there are two conditions. The IFO has to agree to the extension and there is the retirement plan.

Now, if we're saying that the retirement plan is not really a requirement—it's just nice to have—which is the case when you're in the five-year situation ... If you have voluntarily put in a retirement plan and you don't follow it, you still get the five years. That is a good point. Eberhard?

EBERHARD LISSE:

My question is are we not trying to overregulate the rare occurrence of the rare occurrence. I understand the point. You must have some rules and some way of enforcing this. But I think we should not, maybe, go into much detail.

I read this what Nenad just wrote in the chat. It ties in with Nick said. It depends a little bit on the breach. If somebody is bad faith, and is registering domain names, for example, that go beyond the retirement date, that's one thing. But if one is having a technical issue, it's another thing. So, I haven't really made up my mind on this yet, but that's why I thought we need to discuss it a little bit.

BERNARD TURCOTTE:

Thank you Eberhard. Nick?

NICK WENBAN-SMITH:

Yeah. Just very quickly, I was just going to say that I think the main reason why I supported the potential to have an extended period for retirement plan is not really for the convenience of the registry operator—the ccTLD manager. It's really for the underlying registrants.

So, in the case of .uk, I think it makes total sense to have ten years, because we offer ten-year registrations, and we've got 13 million registrants. So, it's really with the end user registrants' interests at heart, I think, the extended retirement plan. I don't see why they should be punished for some sort of lack of compliance on the part of the ccTLD manager in those situations, which is where I'm coming from, I think.

BERNARD TURCOTTE:

Thank you, Nick, but I think that's a one-sided view. I absolutely agree with you in the way you present that. But let's not forget, as Eberhard has mentioned in his comment, that there's the other side of that coin. Patricio?

PATRICIO POBLETE:

Thanks. Hi, everyone. I'm a bit confused about the methodology that we are using for this stress testing. My understanding was that each of these scenarios, we would have to examine in light of the policy, not start making policy on the fly.

If you look at the policy, this breach of agreement during the extension period is covered, right at the end, I understand—yeah, in lines 150 or so. It says that “if the manager breaches the retirement plan, the IFO should work with the manager to reinstate the retirement plan. If this is not possible, the IFO can advise the manager that it will maintain the default retirement date from the notice of retirement.” So, if it's already covered in the policy, we should ...

BERNARD TURCOTTE: Patricio, I'm going to interrupt a second here, because that is not the case. What you read is exactly what's in the policy. What we're saying here is if there was an extension negotiated to the base period of five years, and the breach occurs in that extended period, then past the five-year period. That's the issue we're discussing.

PATRICIO POBLETE: Yeah. But as I say, we should look at the policy—and this is what the policy says—and then decide whether that's reasonable or where the policy needs to be amended. In this case, what it would say is that the domain is shut down right away, right? That doesn't look to reasonable. So, the one additional year extension might make sense. I don't know who mentioned that. Was it you, Bernie? Or somebody else says, "No. It doesn't matter if there is a breach."

So, what I say is look at this from the point of view of do we need to change the policy? If we do, exactly why? Exactly how. I would go with the one additional year, for instance, but somebody else might disagree. But again, let's do this while looking at the relevant text in the policy.

BERNARD TURCOTTE: I think you're absolutely right, Patricio. I'm hoping this is what we're trying to do here, is understand—you're quite right—is understanding if the policy covers this. Technically, as you say, the policy right now ... What it says it goes back to the default. But if you're past the default,

you shut down the domain right away, which seems highly unreasonable. Eberhard?

EBERHARD LISSE:

I am thinking about something. Should we for, when we carry on on the next meeting with this, for each item show a review quickly before we through what the policy says? So, we say, "Okay. This is what the policy says. Now, what happens if this happens?"

BERNARD TURCOTTE:

Yeah. I think Patricio gives you a green tick there, as does Bart. So, I think we have some support for this. I think it just makes perfect sense. So, yes. Let's do that, Eberhard. I agree with you. All right. Any other comments here? All right. Not seeing anything.

So, the point we are at with this one is that there is an issue, if I'm recapping this correctly. There is an issue with the policy. We're not trying to fix the policy right now. We're just ... As per the stress, we're identifying if there is an undesirable outcome.

If there is a breach of the retirement agreement during the extension period, then there is an undesirable outcome, in that the way the policy is written right now would cause the IFO to shut down the domain immediately if there is not resolution of the issue because it is past the base retirement period of five years. Do we agree that that is where we are with this stress test?

All right. I'm not seeing any disagreements here. It doesn't mean we've decided what we're going to do, if anything. As Nick has pointed out, we

shouldn't try to penalize the registrants if the extension was granted because there are ten-year registrations, whatever. That is one side of the coin, as I have said. I think, as Eberhard has pointed out, if all of a sudden a registry starts taking on domain names like crazy with ten-year registrations when there's only two years left, that's another kind of situation which has to be dealt with. So, those are the types of things we're going to have to look at. And yes, we will revisit it on the next call.

All right. Not seeing any object, I think we've basically beaten this one to death. What's on our next page, Kim? All right. Thank you very much. And we've got outcome of examination. Blah, blah, blah. So, those are all things relative to the breach of agreement.

All right. I think we're up to line 39 now, island state disappears but commercial interests keep the ccTLD alive. Is that where we're at? I believe so. Line 39, examination questions ... What is the outcome of this situation when the process is invoked? Is the outcome of that situation to result unwanted or are side effects unwanted? Does the policy process need to be adjusted, which was our standard set of questions. So, basically the island state disappears, but commercial interests keep the ccTLD alive. I don't remember who proposed that one. Maybe we can do similarly to the previous one. Whoever proposed ...

PATRICIO POBLETE:

That was me.

BERNARD TURCOTTE: Okay. Why don't you talk around that please, Patricio, for a few minutes? Put a bit more meat on that bone.

PATRICIO POBLETE: Yeah. My global warning scenario is that because of rising sea levels, this very small island somewhere in the South Pacific goes away, and the state disappears. So, the IFO management agency decides to remove that code from the list, but for some reason, that particular two-letter code is in wide use by the business community, and they don't want it to go away. That's the scenario. So, our policy is clear. If it goes away from the list, then it will disappear. But in my case, what happens when that clashes with reality?

BERNARD TURCOTTE: Okay. So, your point is yes, our policy deals with that situation, but in reality, what are the consequences of that? I see Eberhard's hand.

EBERHARD LISSE: It's not just an island state. We can put it a little bit more general and say what happens if some interest—ccTLD manager, commercial, registrar, registrants—want this ccTLD to remain alive? My personal view is bad luck. You live by the sword of ISO, you die by the sword of ISO. If the code element gets removed, to use the proper language, the ccTLD is eligible for retirement. If they then were to deal with IFO on a direct basement, like suing them or something, that's not part of our policy, and I don't think we need to adjust our policy for that.

BERNARD TURCOTTE: All right. Thank you very much.

PATRICIO POBLETE: If I can add something, I agree with Eberhard. I think it's not our decision. I guess they if they really wanted to not away, they will have to find a way for it to remain on the ISO list, in what's it called? Special reserve or something? If they manage to get it on some list, and that keeps the domain alive, then that's okay, but that's not our decision.

BERNARD TURCOTTE: Actually, that special reserve list, I think we've dealt with in the way we've restructured the thing. So, if it goes off the active list, it doesn't matter where it goes. If it goes off the active list as of the time this policy comes into effect, it's up for retirement, end of story. This is basically what we've written in. So, I'm following with Eberhard's point there, and I get a green tick from Eberhard. All right, Peter. You're next.

PETER KOCH: Yes. Thank you. I raised my hand even before the reserve list was mentioned, so I'm just skipping over it. I was going to address something else. The scenario that Patricio just mentioned in his contribution probably looks a bit different from what the headline here in line 139 suggests, because the commercial interest—whether that's commercial or anything ... The question is whose interest? Is that he interest of the registry operator—like the registry operator wants to keep the TLD. Or the scenario that Patricio presented could be the interest of a community.

And then, the disappearing island state makes things difficult, because if the state disappears, we can assume that there's no longer the significantly interested parties. However, if there is a life TLD with lots of registrants, and obviously they are no longer inhabitants of that state because the state has disappeared, how would one deal with that. So, I think we might want to add one or two bullet items to this. It's whose interests are those—collective of registrants versus significantly interested parties, if that makes sense. Thank you.

BERNARD TURCOTTE: Thank you, Peter. Eberhard?

EBERHARD LISSE: To me, it doesn't make any difference. A country disappears for whatever reason, which then has the effect of the ISO code to disappear, it makes the ccTLD eligible for retirement. I don't really think that we need to go into the reasons why countries need to disappear or why countries disappear. In fact, that's exactly what RFC 1591 says we shouldn't do because the ISO list was chosen because the ISO has a process. So, my view on this is we shouldn't second guess ISO with regards to why is this disappearing. If it disappears for whatever reason, that's it as far as I'm concerned.

BERNARD TURCOTTE: All right. Thank you, Eberhard, Patricio.

PETER KOCH: By the way, I didn't suggest that. I added something in the chat. I really would like to see these bullet items. Thank you.

PATRICIO POBLETE: Yeah. I think this has to do with ccTLDs being used as de facto gTLDs. And I think that's a risk that the registrants take without probably realizing that when they use a ccTLD as if it was a gTLD, they might have surprises along the way.

To make up an example on the fly, I'll pick on my friends from Columbia. Let's say that Columbia decides to become the [Bolivarian] Republic of Columbia, and change their code to, say, BC, assuming that's available. And then, all of the sudden, there is BC and there is not .co anymore. And there are millions of businesses that have chosen .co as their TLD to be present on the internet. Well, tough luck, I would say. But it would be an interesting scenario to watch from outside. I'll just grab some popcorn.

BERNARD TURCOTTE: All right. Thank you. Interesting analogy. Peter, I'm going to go back to you. You want to see those bullet points included. I'm trying to figure those out. A, not about executing the stress test now, and, b, not about the reason why the state disappears. Maybe you can just help me—fill those in a little bit for me. I'm slow this morning. It's early here.

PETER KOCH: Yeah. Absolutely. I misspoke. The bullet items I was mentioning were not the two points that I put in the chat but what we talked about

earlier. Like when it says “commercial interests,” the nature of the interest is probably that important, but whose interests are there. So, is it the registry operator or some other community, as in the “collective of registrants?”

And then, the other aspect is what happens if there is not significantly interested parties anymore but there is a group of registrants? How would their interests weigh in or what would that change? It’s only a stress test. We don’t need to solve that right now. That’s my point. Thank you.

BERNARD TURCOTTE:

In the general term, if we look at the points we’re looking at—is the outcome of the situation or result unwanted or are side effects unwanted or acceptable? So, I think in the global sense, those can be included, because I think you’re driving down to a level of detail here which can get us lost fairly easily. And I think we’ve gone around it, or at least that’s the way I saw it. So, I think the points you’re trying to make under that are covered in what we have.

But as Eberhard points out, we have essentially reached the top of the hour. And Bart points out, “And does it matter, given the result?” Yes. Exactly. I think we’ll certainly come back to this one, as we will to the other points on next our meeting. So, at this point, I’ll hand it back to the chair, Eberhard, and maybe we can close off the meeting.

EBERHARD LISSE: Okay. Can you bring up the agenda, please, Kim? So, we are finished with item four for the time being and continue with the updated document, where the relevant policy items will be at least referenced so that everybody can read through beforehand what we are talking about. Is there any other business today?

I don't hear or see any hands. That basically leaves me to mention that our next meeting will be on the 23rd of January at 5:00 UTC. And the other two are listed there as usual, so that's not a drama. And then, the next meeting after there would be the one in Cancun on the spring break. Do we know on what day of the spring break we are going to have our face-to-face?

NICK WENBAN-SMITH: I'm pretty sure it's the Saturday, isn't it?

BART BOSWINKEL: Yeah. It is.

BERNARD TURCOTTE: It's Saturday. There, it's in the chat.

BART BOSWINKEL: Yeah, block four and five, I believe. Is that correct, Kim?

EBERHARD LISSE: That is Saturday afternoon?

BART BOSWINKEL: Yes. That is.

EBERHARD LISSE: Okay. We'll write it then on the next agenda for the next meeting already that we all pay attention to this.

BART BOSWINKEL: Again, one more reminder. Between now and the next meeting, you will see the call for volunteers for Working Group Two to start the review mechanism discussion, and hopefully by then we'll have close the retirement discussions. Thanks. Bye all.

EBERHARD LISSE: Okey-doke. Then, we close the meeting. Kim, you may stop the recording, and have a nice day, everybody.

[END OF TRANSCRIPTION]