
ANDREA GLANDON: Good morning, good afternoon, and good evening. Welcome to the Registration Data Policy IRT meeting being held on Wednesday the 6th of May 2020 at 17:00 UTC. In the interest of time, there will be no roll call. Attendance will be taken by the Zoom room. If you are only on the audio bridge, could you please let yourselves be known now? Thank you.

Hearing no names, I would like to remind all participants to please state your name before speaking for transcription purposes and to please keep your phones and microphones on mute when not speaking to avoid any background noise. With this, I will turn it over to Dennis Chang. Please begin.

DENNIS CHANG: Thank you, Andrea. I would like to first turn it over to you to just make a quick announcement of our ICANN68 planning.

ANDREA GLANDON: Yes, thank you. I will take it back. So, for ICANN68 we will have one IRT meeting. It will take place on Monday the 22nd of June in the first block for that Monday, and that will be 08:30 to 09:30 KL time, which is 00:30-01:30 in UTC. This meeting will only be one hour as opposed to our typical one hour and 30 minutes. I see Roger asking. Let me just verify that that is Sunday night. That's correct. So, that'll be Sunday night in the U.S., that's correct.

Note: The following is the output resulting from transcribing an audio file into a word/text document. Although the transcription is largely accurate, in some cases may be incomplete or inaccurate due to inaudible passages and grammatical corrections. It is posted as an aid to the original audio file, but should not be treated as an authoritative record.

DENNIS CHANG: Oh, is it? Okay. Did I get this wrong, then, 17:30 PCT? So that's 17:30 PDT?

ANDREA GLANDON: Yep, and Sunday. The time is correct, just that it's on Sunday because it's Monday in Kuala Lumpur.

DENNIS CHANG: Okay. Thank you for that. I was going to get ready on Monday. Thanks for catching that. Let's see. All right.

ANDREA GLANDON: Yep. As we get closer, I will send out an invitation.

DENNIS CHANG: Oh, okay. Of course.

ANDREA GLANDON: And it'll have all of the Zoom information on it, as well.

DENNIS CHANG: Yeah. Thank you, Andrea. So, as you probably imagine, it has been difficult to arrange these ICANN meetings. We are trying to accommodate the rest of the community with our meeting.

So, what we decided to do is to be satisfied with a 90-minute meeting and really do this for the community as opposed to as our regular working meeting. I mean, we will do our regular IRT meeting but we are going to

carve out some time to make sure that we present to the community and opportunity for them to ask us questions and take inputs. That's sort of the idea. Okay?

So, next on the agenda is the rationale doc or retention doc. I had moved this up at the request of ... I think it was Rubens who requested the change in the agenda but I'd like to check with the IRT if the IRT is okay with this. If there aren't other things that you would ... Okay. Everybody seems to be in agreement, so let's do this. So, we'll talk about the retention doc on the IRT – I mean on the rationale doc with the retention.

And then, we'll get looking at the OneDoc. We have introductions that we put in, background, some comment on the scope, and we'll review our critical infrastructure definition and UPU requirement that we have reworded based on our last feedback.

And then, there was a request to change the capital "May" to small "may," and we'll look at that together, an "if applicable" addition that was requested to make, and we'd like more input from the IRT on that, on 11.7.2.

So, we'll get started with our first item. That is the rationale doc. Now, the IPT provided this rationale doc on the retention requirement and you had time to review it. The only input that we received on this rationale doc is from the Contracted Parties House, or representative of the CPH, because it was sort of the CPH IRT team.

So, it seems that the CPH members are working together to produce these inputs for us. So, I would like to turn it over to one of the CPH IRT

team members to present this to the IRT and the IPT team. Who would like to speak?

SARAH WYLD: Hi, Dennis. I had put my hand up. If you'd like, I can speak to this.

DENNIS CHANG: Yes, please.

SARAH WYLD: Okay, super. So, thanks, everyone. The CPH members did get together to talk about the rationale doc and we found it really helpful to have it all laid out. I appreciate that you took the time to do so. A couple of comments, though. One was that the text in the rationale document was a little bit different than the text in the actually OneDoc, so we're hoping that can be corrected.

Maybe you could scroll up? If you'd like, I can speak to the individual points a little bit. Yeah. So, as you can see, the doc doesn't quite match the OneDoc. 5.1b, I think it's important to understand, is not a basis for data processing. That comes in article six as the basis for data processing.

Article 5 has principles. So, it tells us how to process the data rather than why. Using public interest as a lawful basis, I think, is a little bit confusing because it's not really defined. Public interest means different things in different places. I'm not sure that the reading of Article 5 matches my understanding of the GDPR.

Moving down to our fourth point, I think we've discussed this one already in a few different contexts. We need to figure out what our purpose for processing is before we do the processing and in order to determine if any other processing activities are compatible.

So, we can't say that processing data for a secondary purpose is compatible with the initial reason for processing unless we know that that initial reason is. And so, that purpose needs to be defined. The only purpose that I'm aware of that has been identified so far is the Transfer Dispute Resolution Policy.

So, what we're looking for right now, I think, to help move forward on this question would be two things. The first one is we should document exactly which data elements are required for a transfer dispute because those are the data that we have a reason to retain. And then, we should make the data retention section of the document clear as to the purpose for processing, which is retaining, in this context, that data.

Right now, the only purpose we could come up with, or that we found in that document provided by the ICANN staff team was Transfer Dispute Resolution Policy. So, that should be added in to the OneDoc, and if there are other purposes then we should certainly discuss them but I haven't seen that happen yet. Okay. I hope that was helpful. Thank you.

DENNIS CHANG:

Thank you, Sarah. Anyone else would like to speak? Brian, go ahead.

BRIAN KING:

Hey, Dennis. Thank you, Sarah, for that. I think I agree. One thing I want to point out that might be setting a trap for ourselves – Sarah mentioned we don't get right now ... Is that I thought when we were looking at retention we looked at the TDRP to help us define what the timeline would be. I think Sarah hit the nail on the head with the Article 5 and how that's implicated. The data, if it's to be retained, is a storage.

So, you have purpose, limitation, principles. It can only be processed for purposes consistent with the purposes that it was collected. So, I think that we might be setting a trap for ourselves if the contracted parties do something else with the data or if somebody else does that's not TDRP-related.

I think we were smart to grasp onto the TDRP to help us with an example of why we needed the data for that time period but I think we should be careful that we don't limit data processing in the retention conversation to only TDRP-related processing because that, I think, is probably too limited and the contracted parties will want to process the data for other purposes.

ICANN might want the data processed for other purposes. And so, we wouldn't want to be so limited. I hope that makes sense. Maybe we focus the TDRP on what I thought we were talking about before, which was a start, the justification for the timeframe. Let me leave it there and ask for thoughts. Thanks.

DENNIS CHANG:

Thanks, Brian.

SARAH WYLD: Can I ...?

DENNIS CHANG: Yeah, that was our understanding. The TDRP was used as an example and that's how we got to the time period for the retention. That is no longer in question anymore. I think the IRT, the whole team, agreed on the timeline and time period. The subject of this discussion is whether the TDRP must be cited in this retention as the only requirement, and that precludes the use of the processing for any other reason. Sarah, I think you wanted to speak again. Go ahead.

SARAH WYLD: Yeah. Thank you, Brian. That was really helpful. I have one half-finished thought that I'm not going to say yet. But then, when you mentioned that the contracted party doesn't want to be limited in the purposes for processing registration data, sure, I agree.

But if a contracted party has some need to process registration data during this retention period, the contracted party should be able to define that up-front at the time of collection or initial processing, right? So, I'm a contracted party and I've done that consideration for my own registrar's data use.

But in this context, aren't we talking about retention and further disclosure for ICANN purposes? It's talking about the transfer dispute policy and I feel like, as I'm talking more, I'm just confusing it more. But I

think we, the contracted party, can define our own purposes, and here we are collectively trying to determine group purposes.

If the Transfer Dispute Resolution Policy is only an example, that still just means it's the only reason why we came up with to retain the data. But don't we need to define those other purposes? Sorry. I feel like I've repeated myself, but thank you.

DENNIS CHANG:

Thank you, Sarah. Marc Anderson, you're next. Go ahead.

MARC ANDERSON:

Thanks, Dennis. First, I agree with Sarah's point, there. I think the policy makes it clear that contracted parties are able to define their own purposes for retaining data and that those purposes may exceed the minimum that we're setting here. So, I agree with Sarah. We don't need policy for contracted parties to set their own retention periods. It's up to them to define their own purposes for retaining data and working appropriately with that.

On the retention, though, my understanding of it and my recollection is that TDRP is the only purpose that we in the working group identified for retaining the data. And I think we're all familiar with the Phase 4 recommendations where we identified that as one of the purposes but we also asked for ICANN Org to do a study to determine if there are other purposes. I believe it was Karen who sent around an e-mail—I think it was around 1st November—with the results of that study.

My read, and I think the read of the ePDP Working Group members, was that TDRP is still the only identified purpose. And I think that was noted in the ePDP Phase 2 work in the addendum. Preliminary recommendation 21 in the addendum reiterates that the only reason deemed necessary to retain the data is TDRP.

So, we in the ePDP, our understanding in Phase 1 was that TDRP was the only purpose we identified. And then, based on our review of the study that Karen sent around, we confirmed that TDRP is the only purpose for maintaining the data.

So, to Brian's point, though, in that addendum we go on and say, "For clarity, this does not prevent requestors, including ICANN Compliance, from requesting disclosure of those retained data elements for purposes other than TDRP, but disclosure of those will be subject to relevant data protection laws."

It goes on from there. Let me just paste that into the chat. So, this is what we put in the addendum. And so, I think this is important because I think it identifies that, at least in the working group, our understanding was that TDRP is the only ICANN purpose for retaining the data beyond the life of the registration. If this is not correct then we need to identify that purpose and get it into the policy before it's finalized.

So, we have work ongoing, here, but my understanding—I think this is a shared understanding because that's what went into the addendum—is that TDRP is the only purpose. So, I hope that helps clarify our understanding but I'd be happy to hear staff's thoughts on that, especially having drafted the retention document differently.

DENNIS CHANG: Thank you, Marc. I'll give the floor to Roger. He has been waiting a long time. Go ahead, Roger, and Beth, next.

ROGER CARNEY: Thanks, Dennis. So, yeah. I agree with Marc. I think everybody that has talked so far has said the same thing. Even Rubens, in the chat, has said the same thing. I think the Phase 1 group came up with a community purpose and that was the transfer dispute. They came up with a timeline for that, a retention for that.

So, they came up with the purpose and the retention. I don't know if they actually came up with what elements had to be retained. So, I think that may be still an open item for this and I think I've mentioned that before. But I think the next step is—and I think Brian said this already—“Okay, are there other purposes that the community needs or has to retain data?”

And then, we have to look at, “Okay, and how long does that data need to be retained and what data is that?” So, just throwing out, for example, maybe the community agrees that a certain amount of data has to be retained for renewals, maybe to allow someone to say, “Hey, I never got my renewal notices, and now I don't have my domain anymore.”

So, maybe you had to keep the data for three months, or six months, whatever it is, to be able to prove, “Okay, yes, they didn't get it,” or, “They did get notices, so it's gone.” But I think that that's what we have to look at. Phase 1 identified a singular purpose, which was the transfer

dispute mechanism. They identify how long it had to be retained. They didn't really identify what data. So, I think this group still needs to do that.

But then, I think what Brian mentioned was then we take that to the next step, "What's the next purpose? Is there a next purpose?" and do that same process, "Okay, what data to solve that purpose, and for how long?" So, I think that that's what the discussion that we're missing is. If everybody disagrees, please let me know. Thanks.

DENNIS CHANG:

Yeah. I think Brian just chatted something which you should probably look at, "The renewal reminder is one example." Beth, go ahead. You're next.

BETH BACON:

Thanks. Hi, everybody. So, Roger and Marc, I largely agree with a lot of what you said. I do just want to lodge a little bit of concern. When we're talking about this—Roger, you made this point—we have a big P. I'll start saying big P, little "p" purposes, like we were in ePDP Phase 1. We have the big P purpose.

For this, I think people have started to widen this a little bit. This is a very narrow discussion we're having, here. It's about justifying retention and it's a little "p," or a secondary or tertiary purpose. Those purposes are at the responsibility and risk of the controller and the person who owns that data or is controlling that data.

I get very concerned when we start saying we need to list out the other purposes. If we have something in a processing item where we need to retain the data, that's fine. We can note that. But I get uncomfortable.

The purpose we're talking about here is retention. Whether it's for different data elements, maybe that's a fine discussion, but we're talking about retention and that's the purpose. That's the processing step. So, I just want us to make sure that we stay narrow, here, and we don't start adding to a laundry list because I think that's a slippery slope. Thanks.

DENNIS CHANG:

Thank you, Beth. Brian, go ahead.

BRIAN KING:

Thanks, Dennis. I think I need to try and wrap my head around how Beth was thinking about that, "the retention is the purpose." I was thinking that the purpose for the retention would be either one of the enumerated Purposes or, in a different context, purposes, little "p," consistent with those, and to kind of just explain a little more on the purpose that Roger mentioned and I put in the chat, the renewal reminders that contacted parties are required to send to registrants.

And so, I think we're onto something with transfers. If your domain gets stolen you need the registrar to retain the RDS data to confirm that you are the person who was in the RDS data that the registrar had, and you need that to be at the registrar after the registrar ceases sponsoring the domain name because it was stolen.

That also could probably apply to if the registrar inadvertently deletes the domain name and doesn't renew it. In that case, ICANN Compliance might be interested to audit or find out if you were reminded that you needed to renew the domain name.

And the retention for that purpose, which would be an ICANN Compliance purpose—it's a purpose five purpose from Phase 1 report—would apply there, and that's not a TDRP thing. TDRP is a purpose six purpose. So, I think we're onto something where we need to kind of list out what these purposes could be. I'm just thinking that there is more than TDRP. Thanks.

DENNIS CHANG:

Thanks, Brian. Owen, do you want to elaborate on what you said here, if I'm missing ...? I think you have important points here because you know the ICANN and ICANN Compliance so well, and what we need the retentions ... What we might use it for. Go ahead, Owen.

OWEN SMIGELSKI:

Sure. Yeah. Thanks. So, when the ask came from ePDP Phase 1 about other types of purposes and lengths that ICANN Compliance would want to request that data, we went back and we looked, and we did have a couple of cases. They were really outliers. I mean, we found dozens of them out of the hundreds of thousands of complaints that were in there in the system.

And yeah, there are some times. It's not uncommon to see three, four, five, almost up to ten years, once, for ... I think it was a UDRP complaint.

And so, those registrars were able to have that data. But again, that's not saying that that is something that we would need to have moving forward because, again, the privacy concerns might outweigh the extraordinarily small number of times that issue would arise.

To Brian's point, you would think that somebody would notice, "Hey, my domain name didn't renew," or, "somebody hijacked my domain name," but for some reason there are just some people who it takes them a couple of years to realize that they lost their domain. So, that's it for me. If anyone has any questions or comments I can follow up.

DENNIS CHANG:

Thank you. Marc Anderson, you have your hand up. Marc, go ahead.

MARC ANDERSON:

Sorry, I just realized I was talking muted. So, anyway. Thanks, Owen, for that. I pasted to chat a snippet from the report that ICANN Org did on retention which I thought, in the Phase 2 deliberations on this, that this was the key text for us in making our determination. "At this time, the only instance where ICANN Org has identified continuing need to request data from a registrar following the life of the registration is in the investigation of compliance complaints."

They don't get into what a compliance complaint could be. But then, I should note that contractual compliance does not prescribe the data retention periods, nor performance functions to the extent possible within the applicable period. We took that to mean that they will do the best they can with whatever data is available.

And then, they give an example. And then, they summarize by saying, “However, such an inquiry does not modify the registrar or registry operator state of retention requirements.”

So, in my recollection, that was sort of the key piece of text that we use to determine that compliance is not asking for a new retention period beyond what we’ve defined under TDRP and that they’re not asking for a specific retention period – that they will follow compliance complaints to the best of their ability with whatever data is available. And so, I think that helped us make our determination.

If that is not correct, please let us know. But my recollection was that was the information we were given and that was what we made our determination on. If we made the wrong determination, or if there is different information we should be acting on, please, now is the time to clarify that. Otherwise, I think we have to look at TDRP as the only purpose we’ve identified for requiring a retention of data.

DENNIS CHANG: Thank you, Marc. Any other comments on this?

BETH BACON: Sorry, Dennis. Just one last for me, if I could?

DENNIS CHANG: Please, Beth.

BETH BACON: Thank you. So, I appreciate everybody's input and I think this is a good discussion. It's funny how many things we take for granted as we just do a lot of this as our day-to-day. I do think that, as we talk about retention for different data elements or processing items, we need to make sure that we are noting if there is currently a requirement to retain that and we're not creating new retention periods or requirements for things that don't currently have that requirement. So, I just think, as we go through this with a fine-toothed comb, as we're going to have to, we just keep that in mind. Thanks.

DENNIS CHANG: Yeah. I think that's precisely what we are trying to do here together. We do not want to levy additional requirements at the implementation-level phase where it was not done at the PDP level. But at the same time, by limiting the requirements here so specifically to TDRP, we certainly do not want to inadvertently prohibit us from doing something that we are supposed to do. So, I'll have Alex. Alex, go ahead. You have your hand up.

ALEX DEACON: Yeah. Thanks, Dennis. So, I'm confused, maybe, by some of the nuance in these discussions. It sounds like what we based on the report that, both Marc and Dennis, you quoted from, at a minimum we should be adding contract compliance as a purpose for retaining this data.

The TDRP, again, is focused on the time period. But at a minimum, if we haven't done it already, it sounds like contract compliance, based on the review that ICANN Org did, is an additional purpose for retention beyond

TDRP. Am I confused or, again, are we being so nuanced here to be ineffective?

DENNIS CHANG:

Well, I don't think you're confused. I think the whole discussion is whether the policy language must be citing TDRP at all or you should just levy a requirement of retention with the data elements, period, and not get into the purpose in the policy language, in this particular section, especially. I think Brian is next unless, Alex, you have more things to say. Go ahead. Brian, you're up.

BRIAN KING:

Okay. Thanks, Dennis. I have a question and maybe a short story before I ask the question. So, the last registrar audit round, I was a part of. It was probably Owen's fault. ICANN was auditing—I joke with Owen—specifically to look into compliance with the transfer policy. It was post-IRTP and the new transfer policy and they wanted to audit for compliance with that.

And the way they did that was that they made us produce copies of the FOA that was sent to the registered name holder. And ICANN Compliance, if I remember correctly, looked at the data. They looked at the “send-to” e-mail address of the FOA that the registrar sent and they compared that e-mail address to the registered name-holder e-mail address in the RDS. I guess it was just WHOIS at that time.

And so, if that's how ICANN is doing compliance with its contracts, I don't think I understand how they could do that without the contracted party

retaining the data related to expired domain names. If they're going to audit or look into a complaint that the registrar didn't send a renewal reminder, if they were trying to enforce compliance on that provision, I don't know how ICANN could ensure that without seeing what the data was and where that renewal reminder was sent. I hope that makes sense about my confusion of how that might be one without the data being retained for the renewal reminder purpose. Thanks.

DENNIS CHANG:

No, I think you're on-point with our concern of limiting this requirement for TDRP, that it is going to stop or prohibit ICANN from doing its job. And I don't know whether that was the intention of the community when the ePDP team produced the recommendation. And if it is indeed the recommendation and that was the intention, then that should be made very clear because it takes away some of the core duties that the compliance team must perform that the community expects. Sarah, you're up next. Go ahead.

SARAH WYLD:

Thank you. Hi. I really like that example. I think it's very helpful. My confusion is just, if the compliance team asks for copies of the form of authorization for a domain that has already left the registrar's sponsorship, firstly, if they need that info, wouldn't that be a purpose that they should have stated when they told us why they need data? But instead, all we saw was "Transfer Dispute Resolution Policy."

And then, also, I'm not sure that data is required there because the responding contracted party could just say, "It's no longer appropriate to

disclose the domain owner's e-mail address in this context, but we can confirm that we sent the reminder to the domain owner on this date. Here's a copy of the message but without the e-mail address visible, so you can even see the date stamp of when it was sent." That should suffice to address that compliance concern. Yeah. Thank you.

DENNIS CHANG: Thank you, Sarah. Beth.

BETH BACON: So, I'd like to give a big old plus-one to Sarah, to start, and I would like to reinforce that, while I appreciate the example and I think it makes sense, if ICANN Compliance wants contracted parties to retain data for different things to be available to them for compliance, that's a discussion between ICANN Compliance and contracted parties, and something that they need to raise as an issue, and then we would address that. It's not necessarily a discussion for this group to decide for ICANN Compliance what they need retained. Thanks.

DENNIS CHANG: Okay. Let's see. Next is Alex.

ALEX DEACON: Yeah, thanks. I may be, again, being dense here, but I thought the whole point of this ICANN Org doc on Recommendation 15.1 was to do exactly that, to describe exactly how the needs for ICANN ... I guess, Beth, I was

confused by your comment that it's not part of this group to do that, it's part of some unilateral negotiation that you guys will have with ICANN.

Again, the more we have this conversation, I'm confused about what we're trying to say here. If we're going to end up in a spot where the policy is going to say that data can only be retained for TDRP purposes, and used for purposes of TDRP and nothing else, then let's say that. But it's not clear to me based on the review of the Recommendation 15.1 from ICANN Org that that's where we need to end up. Thanks.

DENNIS CHANG:

Yeah. I think you got it. I think the debate here is that the recommendation does not say that exactly and the way that some part of us is interpreting the recommendation is that TDRP was just used as an example to try and guess at the maximum timeline time of the retention period, which we have already agreed to. So then, trying to limit it to TDRP-only seems like it is not in line with the recommendation to us. That's why we produced the rationale document. I think that was what we were trying to do. Beth, go ahead.

BETH BACON:

So, Alex, I'm also confused. Maybe what we do is ... We've now been talking about this for 39 minutes. It seems too long.

DENNIS CHANG:

Yeah. I agree.

BETH BACON: Maybe what we could do is either switch and look at the actual proposed language or take into account what we've discussed here and have ... Staff, maybe you can amend the language to reflect what you think you've heard, and then we can revisit it and have an actual discussion about the language as opposed to the rationale of the language, which I think is more practical and a little more digestible, and then come back to it. I know we other agenda items, as well.

DENNIS CHANG: Good suggestion.

BETH BACON: Yeah. Maybe we amend it and come back.

DENNIS CHANG: Yeah. So, right now I think that the rationale document that we produced was trying to say that this is the language that we want to stick with. I think that was the point of the rationale document. We will go ahead and, of course, look at all your interests. But Marc and Roger have their hands up, so let's give them an opportunity to speak before we wrap this up. Thank you. Marc.

MARC ANDERSON: Thanks, Dennis. So, first, I want to clarify we did not put TDRP in the Phase 1 recommendations as the longest example. We put it in there because it was the only thing we identified. We did not identify any other

purposes for retaining data beyond the life of a registration. So, just let me say that.

I'm looking at the language and I understand it does not clearly say that. But it also doesn't say that we identified other purposes and it doesn't say that this was intended to be the long pole in the tent, and that there are other purposes. We did not identify other purposes.

So, let me just clarify that. I'm not opposed to there being other purposes but in the ePDP, we did not identify other purposes. We did say there may be and we asked for a study to be conducted to identify those, but that is the only purpose we identified.

And then, the other thing I really want to highlight for you, as you consider a discussion on how to reread this, is that in the feedback you got from contracted parties on your retention requirements' analysis, number four says, "Purposes must be defined before the processing takes place."

And so, I think our real concern here is that the current language doesn't identify any purpose for retaining the data beyond the life of the registration. And so, I think that's going to be equally problematic because it just says, "Retain the data for this long." It doesn't say why, which is one of the problems that we had when we looked at the registrars' existing two-year data retention period in the RAA.

That was, apparently, an arbitrary number and there wasn't any rationale or justification for why registrars were required to retain the data for two years beyond the life of the registration. So, I completely get your point, Dennis, but swinging the pendulum completely the other way and not

identifying any purpose whatsoever is doubly problematic for us from a policy perspective.

So, I think we need to identify the purposes for why we're saying the data must be retained for that amount of time. So, I hope that's helpful feedback for you in going back and taking another crack at this. Thank you.

DENNIS CHANG:

Thank you, Marc. Just one question. Is it, then, your suggestion that the purposes for every one of these requirements need to be stated in the policy language? Is that what I'm hearing? But that doesn't sound right. I'm not sure if that's what you were saying. Can you give me an answer? No?

MARC ANDERSON:

I'm looking just at retention of data.

DENNIS CHANG:

I know, I know. Yeah.

MARC ANDERSON:

Let's not try and ... This is already a hard enough conversation. Let's not broaden it beyond retention. But for retention, we need to identify the purpose.

DENNIS CHANG: Yeah. I got your input. Yeah. I'm trying to wrap my head around what you are suggesting. Rubens says, "Every purpose needs to be stated for ..."
Oh, that's Rubens' point. Then we are neglecting in all of our requirements because I don't think we were quite doing that. Roger, you have your hand up. Go ahead.

ROGER CARNEY: Thanks, Dennis. Thanks, Marc. I guess, thanks for the clarification. When I read Recommendation 15 I didn't read it as an example, I read it as a specific, identified purpose. I mean, it was very specific and it detailed the timeline that was required and detailed the fact that it still has to be decided what data needs to be retained.

And again, I think when you retain data you have to have the purpose, how long it is, and what data has to be retained. Maybe Betty was the one that said something about it earlier: everything has to have a reason for how long it's being retained. So I think, again, we have to go back to, yes, if you're retaining data, you need a purpose for how long you're retaining it.

And again, as the example was thrown out on renewals, my guess is that that's not going to be 15 months, it's going to be less than that. But whatever. I think every purpose has a different defined retention period and what data needs to be retained. So, just my comments. Thanks.

DENNIS CHANG: Thank you, Roger. Beth? One more time, Beth? No?

BETH BACON:

Okay. Just one more time. I'm very concerned with us saying that we need to list our purposes. We have Phase 1 purposes. The purposes are for collection, data transfer, and retention – or, sorry, processing. Retention is a processing step.

What we need to do is justify the retention period. We're not defining a bazillion new purposes. We're justifying the retention period that already falls under the big P Purpose under Phase 1, which is collection, transfer, and processing.

So, I would prefer if we just would just call them "justifications." So, if we do find, I think, then, after that discussion of, "Yes, we have the big P Purpose, and retention is a processing step so, therefore, it has already got a purpose," we're just justifying the length of that retention.

Then we have to say, "Okay, look. Maybe there is TDRP. Is there another data element that needs to be retained, as well?" and identify those things that fall under that. And if it's just TDRP then it's just TDRP, but I feel like that's, maybe, hopefully, a little more precise with how we're talking about this, because we're not creating new purposes. That's my clearly [cross talk]. But thank you, that's it.

DENNIS CHANG:

I do appreciate you speaking out, there. I was getting very worried, too, because it felt like I'm going to get thrown into the policy development realm, which we have to be really careful that we don't do.

Okay. So, let's wrap this up as a discussion. Thank you, all, for your input. We will take that under advisement and move onto our next agenda

topic. We have another 40 minutes to go. Rationale doc introduction. Let's look at our introduction.

We have just one comment and that is from Marc – or maybe two comments. Or both from Marc. Go ahead, Marc. You want to talk to us about this? Is Marc still with us or did he leave? Oh, Marc's here. Marc. This, the second part, I don't think that we should be listing policies here. On the first part [inaudible].

MARC ANDERSON: I'm back, Dennis. I'm sorry.

DENNIS CHANG: I'm sorry. Yeah. I'm trying to figure it out. I'm glad you're back because [just hate] to figure out what you were trying to tell us, here. Go ahead.

MARC ANDERSON: Oh, okay. Just minor stuff.

DENNIS CHANG: Okay.

MARC ANDERSON: So, the wording was, "It's established by a combination of contracts and a number of consensus policies." I thought that it would make more sense to say, "Established by a number of consensus policies and the contracts," because I think that the contracts, substantially, are derived from the

policies. It just made more logical sense to me to say “policies” [cross talk] contracts.

DENNIS CHANG: Gotcha. Understood. Gotcha. I got the first part. How about this one? You really want to list the policies listed here?

MARC ANDERSON: Not in line but somewhere in the documents, I think.

DENNIS CHANG: You think it should be part of the policy language and not as a report like Rec 27 that we put in?

MARC ANDERSON: Yeah, I guess that’s okay, too.

DENNIS CHANG: Okay. Thank you. Thank you for that.

MARC ANDERSON: I just want it to be really easy to ... There is one place that you go, and there they are. That’s all.

DENNIS CHANG: Yeah. I think our Rec 27 team has done an amazing job poring through everything. Not just the policy, but the contracts and all the other procedures for impact analysis. So, I think we're in good hands, there, with that team at work. Okay. Thank you.

MARC ANDERSON: Right. Thanks.

DENNIS CHANG: Next one is the background. Okay.

SARAH WYLD: Sorry, Dennis?

DENNIS CHANG: Go ahead.

SARAH WYLD: I think there was another comment on that section from Roger.

DENNIS CHANG: Was there? Okay, let me see.

SARAH WYLD: Right below. Roger Carney, April 24th.

DENNIS CHANG: Oh, this?

UNIDENTIFIED FEMALE: Yeah.

DENNIS CHANG: Oh, that's the scope.

UNIDENTIFIED FEMALE: Oh, shoot. I'm sorry. It's on the scope section. I thought it was at the first sentence of the other one. Okay. Sorry.

DENNIS CHANG: Okay. Maybe we'll get there. I'm not sure. Yeah. Well, let's look at the background, first. That was the agenda. And that's an easy one, so let's see. Background. We have a comment. Oh. Thank you, Sarah. That's good. We have something here, [inaudible]. Brian. Brian, talk to me about this one. This sounds very interesting.

BRIAN KING: Sure.

DENNIS CHANG: But I'm not sure whether you wanted me to address it as part of the background or even in the policy effective section we have on top, which is critical, which is ... Let's see. Section four, right? The policy effective date? And this has been our sort of standard, that we do this. But I want

to hear about you, being the policy expert, how we should handle the date definition. Go ahead.

BRIAN KING: Oh, goodness, Dennis. If you want to hear from me as the policy expert, I'm sorry to disappoint you.

DENNIS CHANG: Okay, go ahead.

BRIAN KING: My point here was, in contract world, where I live a little more effectively, maybe—I should have said “effective” for this—my thought here is that I just want us to be careful and clear when we talk about the effective date, that we’re not confusing ourselves or talking about two things.

Because my engineers will think the “effective” date is the date that our systems and services need to be in compliance with this new policy, but in contract world the “effective” date is the date that the relationship starts, usually like the date the thing is signed.

And when it goes into effect I know, here, that we’re not expecting contracted parties to be in compliance with the policy on the first day. So, I just want to be clear that, if we’re talking about the “effective” date, that’s not getting confused with the date that we all have to have our systems set up and to be in compliance with the policy. So, I just wanted to make sure that we’re clear on that. I wasn’t when I read this.

DENNIS CHANG: Okay. Let's make that clear. So, in business policy, we usually talk about two dates. That is the policy announcement date and the policy effective date. So, policy announcement is when we publish the policy and issue legal notices to the contracted party.

And from that point on, the contracted party is undergoing the implementation for compliance but compliance is not enforced until the policy effective date. So, that's what we're trying to communicate. If this does not say that clearly, maybe we need to reword it.

But what's more important is here, in the compliance ... Let me see. Section four. And the legal notice, by the way, that goes to contracted party will spell that out. But this is where we will write the date. So, when this gets published on, let's say, February next year, and the effective date is like 18 months from then on, this date will reflect the end date, the compliance start date. Does that make sense?

BRIAN KING: That does make sense, Dennis. Thanks. So, I think the confusion was on my end, then, if that's clear to folks here. I just wanted to make sure that, if other folks were confused, we could address it. But if it's just me, it's clear now. Thanks.

DENNIS CHANG: Okay. Good. Thank you. Beth, did you want to elaborate on this?

BETH BACON: No, I had a question on something else.

DENNIS CHANG: Oh, go ahead. Ask.

BETH BACON: Are you sure? Marc's hand up [cross talk].

DENNIS CHANG: Marc, did you want to ...? Yeah. Go ahead, Marc. Maybe you want to address this.

MARC ANDERSON: Yeah. I wanted to follow up on Brian. I mean, I know, yeah, Dennis, you've done this before and it has been clear previously. So, I'm not questioning you, here. But the way this was written, I agree with Brian. I feel like we've had this conversation before, right?

DENNIS CHANG: Yeah.

MARC ANDERSON: But there are sort of two dates. As Brian said, there is the date by which contracted parties are allowed to begin and then—

DENNIS CHANG: Yep.

MARC ANDERSON: Right?

DENNIS CHANG: Yeah.

MARC ANDERSON: There are changes here and we can't start implementing the changes until the policy is effective because this makes changes for contractual obligations. So, as Brian put it, we need an effective date by which the contractual arrangement is in place and we're allowed to start implementing the policy.

And then there is the second date, by which we must be done. I think I'm not telling you anything you don't know many times over better than I do, so I think you get that. But I do kind of agree with Brian in looking at the language that's there now. It isn't totally clear. Sorry if I got long-winded but I was just trying to give a plus-one to Brian's point.

DENNIS CHANG: Yeah. We'll work on the words, maybe explain that a little bit. We take your point. Thanks for the input because, as Marc says, for those of us who have been doing this for a long time—years—we kind of assume that it's obvious. Thank you for that. Beth, did you want to speak now? Ask your question? Go ahead.

BETH BACON: Sure. I have ... Well, now that ... Never mind. But yes, I had a question and now it's like, do I want to weigh-in on that? No, let's close it up.

DENNIS CHANG: Okay.

BETH BACON: So, my question is up in the background ... Or, I'm sorry, the introduction and scope. A few times, I have put in a comment into the scope that captures the soon-to-be, sometime, hopefully, drafted data processing agreement that we are working on in that smaller group with ICANN. And so, it has been taken out a few ... As many times as I've put it in, it has been taken out.

So, I just want to put a little flag in the sand that, depending upon the way that we're able to work out with ICANN to operationalize the DPA, whether it's a part of the contract or whether it ends up being something where we have to say, "Contracted parties will adapt something substantially similar to whatever is found in Appendix B to this consensus policy," I think that we just need to keep in our minds that that might be added.

DENNIS CHANG: Yeah.

BETH BACON: Because if it does become part of the contract then it's already captured, I think, in the way that you have it now. That's a huge piece and it's not addressed but we're working on it.

DENNIS CHANG: You know, we have a whole new section we agreed to create to make that very clear. So this section, we haven't worked on yet, but we will get to it. What we'll do is spell out what we want to say about the data processing term that you and the small group are working on, and how that relates to our policy language.

So, maybe this is a good time to tell you that I think that this data processing term ... And I think somebody was also asking the question when it would be available. Alex was asking the question. So, Beth, this is a good question. It's a fair question, right, Beth? And I guess my honest answer is, I don't know, but there are people working on it. Maybe Beth wants to say something. Go ahead, Beth.

BETH BACON: Yeah. I'm happy to give a little update. I don't know if you guys want me to do it now or you want me to do it at the end so we don't drop a bomb into the agenda, but I'm happy to—

DENNIS CHANG: No, it's all part of the scope. Yeah. It's part of the scope definition and the scope section so it's quite appropriate.

BETH BACON:

Yeah. So, as you guys know, the smaller group is working on ... We've just been calling it "roles and responsibilities." And we've done some really good work but we have hit a bit of an impasse and we're working with ICANN, now, to figure out how we're going to operationalize this – is it going to be part of the contracts? Is it going to be an addendum that's adopted through the consensus policy?

We, as contracted parties, prefer the contract version, simply because it adds a little flexibility, depending upon if folks need flexibility for jurisdiction, or business model, or something like that – almost identical process to how we did the RRA data processing terms addendum, where it was, "You will adopt substantially similar," and then there were a couple of things were you could say, "yes, I need model contractual clauses," or, "no, I have an adequacy decision, so you don't need that," and you could kind of flex it that way, but it would be substantially similar. So, that's one thing: what's the vehicle? How do we do it?

The second thing is—and this is a question that I, personally, keep raising in the group—entering into a data protection agreement is a recommendation of the Phase 1 report. So, I think that it has to be addressed in some way when we put this out for comment, whether it's the text is in the addendum or the text is going to be a piece of the contract and we share that text.

Again, the base text. So, that's a question for me. I think it does need to go out with the consensus policy for comment because it's a recommendation. So, we either need to address why it's not out or share the text.

So, right now, the update is that we have a very ... It's beautiful and, be still my little heart, I love a chart. It's a really lovely data processing chart of roles, responsibilities, what date an element is. It's a thing of beauty. Kind of proud of it. So, ICANN and contracted parties have worked on that together and are pretty happy with that.

The next step is to really get the words on the paper. We have a draft but, at this point, there is not agreement on how to draft this out to ... I don't know how to gently say this but we kind of disagree a little bit on the roles and responsibilities still.

So, we're still ironing that out but we have made a lot of progress. That's where it is. We are going to regroup, I think, in a week or two. Understandably, with everybody having to shift to work from home and some shakeups in GDD staff, there were some delays, and that was understandable. So, we're going to regroup soon. I've been giving updates to our registry friends on our progress so I'm happy to do that at any time. But that's where we are.

DENNIS CHANG: Thank you, Beth.

BETH BACON: Sorry, it talked a lot.

DENNIS CHANG: Yeah. Alex, I think you have a question. Go ahead.

ALEX DEACON: Yeah. Thanks, Dennis, and thanks, Beth, for that. I'm excited that you're excited about this beautiful doc. And so, I'm looking forward to you letting the world know all about it. The reason why I asked that question is a purely practical one because, without knowing the details of what's in this doc, it's really impossible for us to really know if we would be comfortable with what's currently in the scope section.

So, I think this doc would be an integral part of any delivery from the IRT and I think it needs to happen in line, or at the same time as, the OneDoc language for the community and for us to truly understand how all the pieces fit together. Thanks.

DENNIS CHANG: Thank you, Alex. I hear you. What we will do with this effort here, while that other doc is being created and drafted, we will focus on our OneDoc as much as we can, and try to get it to the finish line as quickly as it can, and see if we can go ahead with a public comment without waiting for that draft – or we must wait for that draft.

But for now, thank you for the question. I think I'd like to resolve your question here, comment, Alex, if you don't mind, and we'll talk about it again and again as we make progress. Got you, Alex. Let's see. Roger, did you want to speak about ... Let's see. There was a long e-mail and my response. Did you want to talk anything more about this or are you okay with it?

ROGER CARNEY: Thanks, Dennis. Yeah, thanks. I think I understand why you were trying to put that in there but I'm still not sure. I mean, to me, it's still more confusing the way it's written now than it was before. It seemed much clearer before and I didn't see a reason, besides the fact that it was written somewhere else differently – which is not, to me, that good of a reason. I don't think anything in this policy, when it gets the way the wording was before ... Again, I just think the previous wording was a lot clearer than this is. Thanks.

DENNIS CHANG: Okay. Thank you. Anyone else want to make a comment? Sarah, go ahead.

SARAH WYLD: Thank you. Yeah. I just want to support Roger's point, here. I, personally, did not agree with him at first, and then we discussed it, and now I understand what he's saying and why. I think he is correct, that we do need to just make sure that this document ... We all understand, I think, that this is really specific to gTLDs. Obviously, we are not trying to make a policy that applies to ccTLDs but I think it just needs to be clear.

DENNIS CHANG: Yeah. We cannot.

SARAH WYLD: Right. But the way it's written, it can be read to extend to the ccTLDs that are offered by these registry operators and registrars who are ICANN-

accredited. So, I think we just should be careful to be precise. We should continue as we have already done – be careful to be precise. Thank you.

DENNIS CHANG:

Thank you, Sarah. Any other comments on the scope? Okay. Let's go to the critical infrastructure definition. I'm sorry. Somebody? Yeah. Okay. Critical infrastructure. So, we're at 3.9.1. I'm offering this addition as the definition of the critical infrastructure for the IRT request. So, I don't see any comments. Are we okay with this?

Now, we talked about public comment already but you all know that this whole thing is going to go out for public comment. I'm sure that will receive some good input. And by that time, the other teams that are considering these kinds of things may have come to a much better definition we could also adapt to, to be consistent. So, we have that opportunity. Let's see.

BETH BACON:

Dennis, my hand's up for a question.

DENNIS CHANG:

Yeah. Go ahead, Beth.

BETH BACON:

Thanks. So, my question for public comment.

DENNIS CHANG: Yeah. Go ahead. Public comment.

BETH BACON: Let's pretend that we get comments back and some of the comments are that we don't need a definition of this, or if we get one we really love and want to put it in, what's our limit with regard to changing this after public comments? If we got a bunch of comments that said, "This should be in here," [can we take it out]? I'm not saying that's what's going to happen, I'm just wondering what it is. Can we tweak it or is it ...?

DENNIS CHANG: Yes, we can.

BETH BACON: Okay. We can tweak it—

DENNIS CHANG: That's our job.

BETH BACON: We can make it 16 pages longer and whatever we want.

DENNIS CHANG: Yeah. I mean, that is our job. Our job is to produce policy language that is optimum, let's just say is the word, for the community, for everyone. And right now, it's a small group of us working on it, but when we receive our public comment from those who haven't been involved, we'll probably

see some obvious things that we all took for granted for whatever. So, yes. Definitely, we will tweak the definition. We can change the definition and we will use the public comment input to make this better. Okay. Thank you. Then, let's go to—

BETH BACON: Oh, sorry.

DENNIS CHANG: Okay. One more?

BETH BACON: When did “economic security” make its way in there?

DENNIS CHANG: Where did the ...

BETH BACON: I thought this was public-safety focused.

DENNIS CHANG: Yeah. Yes. That's the definition that I have gathered from the various examples that the IRT has provided. Yeah. You can look up all the other ... I think I wrote an e-mail on this where you can look at the source of those words yourself. I'm no means an expert on this so I had to glean from those other experts who are out there.

BETH BACON: Can we just say that we're still looking and we're going to look back a little bit? Because I haven't had a chance to look at the ...

DENNIS CHANG: Yeah, yeah.

BETH BACON: Okay. Thank you very much. I appreciate it.

DENNIS CHANG: Thank you. Bye-bye. Next one is 7.1. 7.1 is here. Yeah. So, we did some reworking. Oh, I see a new comment from Brian. So, basically, the attempt, and I think it wasn't clear, is that we were not trying to say that this is a format issue but more in-line with determining the content in particular requirements. So, that was the reason. So, that's why it was reworded like this. I think this is more acceptable to you and agreeable. Now, Brian K has a comment. Brian, go ahead. You raised your hand. Go.

BRIAN KING: Thanks, Dennis. I agree with what we've done here. So, my comment is more for clarity than a position. I think we should be as standardized as possible and replacing the word "applicable" with "equivalent" is intended to say that, if there is a UPU standard for the country, that that controls, and if there is not then, if there is another applicable standard, that could control.

But I wanted to eliminate the opportunity or the risk that somebody says there is another applicable standard for a country where there's a UPU standard and things get all cattywumpus, there. So, I just intended that to say, if there is UPU, that controls. If not, whatever the other applicable standard is would control. Thanks.

DENNIS CHANG:

Oh, I see. That's very subtle. I would not even have recognized that. Anybody else have a comment? [Anne], you have a question? I think it's up to you to answer Roger on the chat. I think the language is meant to say that you have the option. Okay. Let's move onto our next topic, which is "may or May." Number eight. This is section eight, right? Did I get the section number right? Maybe not. Oh, 10.3.4. Why am I talking about 10.3.4? Ah! Alex! Talk to me about this capital May versus small may.

ALEX DEACON:

Yeah, I'm happy to. I think it indicates that there is still a lot to learn. All of us have a lot to learn on how these normative terms are used and why they are important. These normative terms, the capital "Mays" and "Musts," are intended to indicate the obligations that the implementor of the spec that we're currently writing, this OneDoc, need to comply with.

And of course, they also indicate which obligations can be enforced, compliance-wise. This sentence where I suggested that be a lowercase may is an informative sentence. It describes the privacy proxy policy. It does not put any obligations onto the implementors of this policy, which is why it should be a lowercase may.

The implication here is that we shouldn't be putting any obligations on how a privacy proxy implementation should happen and how it should be complied with. In this policy, they're separate, which is why this needs to be a lowercase may.

The sentence, basically, just says that, based on the privacy proxy policy, the existing privacy proxy pseudo-anonymized e-mail may be present. It's simply informative for the implementor and it doesn't place any obligations to do anything above and beyond display what the privacy proxy RDS data is. Does that make sense?

DENNIS CHANG: I think so. Marc, talk to me.

ALEX DEACON: I'll mention, also, that we changed this to a lowercase may in Phase 2, if that helps.

DENNIS CHANG: Ah! There's an argument for consistency. Marc, do you want to talk about this one?

MARC ANDERSON: Hi, Dennis. I do. I was actually going to make the same point Alex ended on. Alex made this same argument in the Phase 2 ePDP, and the Phase 2 ePDP agreed with him, and I'll also note other people agreed with him in chat. I just pasted in the text into the chat.

So, agree with Alex and that his point, here, is reflected in the Phase 2 initial report addendum. So, this is the language from the Phase 2 initial report addendum. This update would make it consistent with that.

DENNIS CHANG: Excellent. Excellent input. Thank you so much. I appreciate that. Okay. Let's talk about the last item on hand. That is 11.7.2, our next topic. 11.7.2. Okay. Applicable. So, I added this. I added it because it was Sarah's suggestion. Sarah, do you want to talk to me about this?

SARAH WYLD: Yeah. It has just been a while since I thought about it, so I'd have to read it for a sec.

DENNIS CHANG: Okay.

SARAH WYLD: Okay. Yeah. The text, as I said in the comment, is taken from the recommendation. There is not always the weighing of rights and freedoms against legitimate interest. It could be that it was declined for other reasons. Examples of other scenarios. Sorry, I just have to go back to the OneDoc for a second. So, if somebody else wants to jump in right now, you're welcome. Otherwise, I will think and be right back.

DENNIS CHANG: Okay. Yeah.

LAUREEN KAPIN: Sarah, do you want me to ...?

DENNIS CHANG: Laureen, go ahead.

SARAH WYLD: Go for it.

DENNIS CHANG: Yeah, please.

LAUREEN KAPIN: I was assuming that you could be thinking about a scenario where the balancing test doesn't apply or things could be rejected simply because they failed to provide the minimum amount of information needed to make the request. That's how I took this.

SARAH WYLD: Laureen, I completely ... Yeah. I think you're absolutely correct. And the second thing that you said, I think, is where I would have gone had I thought it through further, that maybe the request is insufficient. Although actually, then, that could be that we've weighed the ... No. Yeah. I think what you said is correct. Sorry. It's not quite weighing against a legitimate interest because the request does not demonstrate a

legitimate interest. And so, that comparison is not applicable but the request is still [inaudible]. Yeah. Thank you.

DENNIS CHANG: So, if you did not have this parenthesis, “if applicable,” would you not be able to [inaudible] this [requirement] anyway?

SARAH WYLD: But without the words “if applicable,” that means that we would need to provide that analysis and explanation, even in a case where that’s not the issue. So, if the explanation says, “The requestor did not demonstrate a reason to have the data,” that’s not the same as comparing the data subjects right against the legitimate interest. There was no legitimate interest demonstrated. Okay.

DENNIS CHANG: Beth, you have a comment on this. Go ahead.

BETH BACON: Yeah. I was just going to say that, Sarah and Laureen, I think you are exactly correct and I think that this makes sense to add. I think if we do add it, it takes away nothing because you’re still required to do this for the justification and the weighing of the legitimate interests and the rights of freedoms in the appropriate time. And if every time is the appropriate time, then you’ll have it.

But I think Sarah is concerned if we were going to reject this based on a fact that something wasn't filled out correctly, there was not enough information, something like that, or if it's simply not something where you would need to weigh the legitimate interest.

If they're making a claim under a different request or a different justification for some reason, then Sarah's concerned that, having this without "if applicable" in those cases, we'd have to put in a little section that says "balancing, not applicable," which seems a huge waste of time. I'm sorry if that's the concern but I feel like, really, there is violent agreement to put these two words in parentheses.

DENNIS CHANG:

Okay. Anybody else want to comment on this? I see plus-one from Roger. Noted that. Okay. If there is nothing else to be said, I think that was the end of our agenda. We have eight minutes to go until the end of our meeting and I would like to see if there are any questions in general about the policy implementation or comments, and we'll wrap it up right after we let Marc speak to us. Go ahead, Marc.

MARC ANDERSON:

Hey, Dennis. All right. I don't want to keep anybody longer than necessary but I just want to give a thank you for posting the agendas ahead of time. I think this has been super-helpful. I think since you started doing that we've been much more productive on these IRT calls. So, thank you for that. I think it has been a great change and I wanted to pass that along.

DENNIS CHANG: Yeah. I have to thank Alex for the idea, actually, when he came on board. We are trying to be more diligent about it, too. And using the Wiki saved a lot of time, too, and not having to create PowerPoint charts. I hope nobody misses those slides that you used to create because it's just nice to just do the work directly on the documents that we already use. Thank you, Marc, and thank you IRT, then. We will wrap it up here for today and we'll see – Andrea, did you want to say?

ANDREA GLANDON: Nope, I think that was someone else.

DENNIS CHANG: Oh, okay. Go ahead.

ANDREA GLANDON: All right. Thank you. This concludes today's conference. Please remember to disconnect all lines and have a wonderful rest of your day.

[END OF TRANSCRIPTION]