
ANDREA GLANDON:

Good morning, good afternoon, and good evening. Welcome to the Registration Data Policy IRT meeting, being held on Wednesday, the 22nd of July, at 17:30 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. As a reminder, those who take part in ICANN multistakeholder process are to comply with the expected standards of behavior. With this, I will turn it over to Dennis Chang. Please begin.

DENNIS CHANG:

Thank you, Andrea. Welcome, everyone. The change, as you've noticed, to start 30 minutes late today is because we were trying to accommodate many of our IRT members who are also working on the EPDP Phase 2 Team. And they had to finish up something today. And so, we decided to go ahead and accommodate that. So, thank you for your understanding and we'll do our best to get through as much as we can. We may have to shift some agenda items around to accommodate the one hour. We'll see what we can do online. And of course, we have another meeting in a couple of weeks.

So, we're going to get started. Very quickly, looking at the timeline ... As I said, we're going to flush this timeline. And just so that everybody's on

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the same page, what we're trying to do, it hasn't changed. And that's the only thing I want to say about this. We're trying to see if we can get to the public comments opening in September 2020. And that's why we're working on the policy language in OneDoc. And then, we'll talk about the DPA a little bit, whether or not it comes in in time to be published as a draft alongside our policy language. We'll maybe get some insights there.

The other thing, of course, is that after the public comment, we have to update our policy language based on the comment. And we get into our 18 months of implementation phase. So, we're looking at something like August of 2022 for full implementation and contractual enforcement starting then. So, keep that in mind as we work through.

So, first thing on the agenda is rec seven. Sebastien is here and he wanted to address the IRT. He will be making a report to the GNSO Council tomorrow. And of course, that meeting is open meeting and all of you can join there, too. But we will give him the floor right now. And this probably is the most important thing. So, Sebastien, take it away.

SEBASTIEN DUCOS:

Yeah. Hi, everybody. I hope you can hear me well. Actually, in the interest of time, I'm probably going to make this short and open to questions afterwards. So, over the last month, I've had discussions with a number of parties regarding this rec seven. I called for anybody within the IRT to contact me, to have these discussions.

And I had these discussions mainly with Marc Anderson, who had drafted a paper last December, January on it. So, we discussed that. We

discussed that also in view of Sarah's letter of two months ago, I guess, today to the GNSO. And I had, also, discussions with Alex Deacon and Dean Marks, representing the views of the IPC and the BC, who had jointly drafted the letter that was sent to the IRT, I think. And then, I passed on to the GNSO.

I had also discussions, obviously, with the ExCom—the GNSO ExCom. Pam Little and Rafik were white helpful, Pam mostly, in helping me understanding the process, and what to look at, and how to move forward. And Rafik, the same, but also with his experience ... Obviously, he was, as vice chair, in all the discussions of Phase 1 and seeing how these things moved. I also had discussions with Dennis, including the last one on Monday. And lastly—but I'm not going to preempt what she's going to say—I had discussions with Beth yesterday over the DPA.

So, my conclusions, or what I hear from the IRT from the community side, and what I've shared with all the parties last Thursday, is that we should stay with the language—that is, with the language of rec seven. It came after much discussion and in my view and the view of the IRT, needs to be kept, including the part where a legal basis is required. We need to keep that language.

We need to keep that language with ... I think it's fair to recognize that we want to keep this but in a view not to, as Becky Burr called it, shadow repeal thick WHOIS—not to go and overturn these things but keep that language because it is necessary and it fits purpose right now, as was discussed during Phase 1 at length.

It does leave, then, a question as to how that fits with thick WHOIS. But I believe that that is part of rec 27 and it's for the GNSO to go and analyze when they go and look at these other policies. We already know that thick WHOIS will need to go through a thorough revision, if only to change the datasets that are described in that policy and etc.—to go and go back to the now accepted, or the now reviewed, thinner dataset, still containing contact details. So, it's, in my view, thick data but it's not as thick as it used to be, let's say.

So, for that reason, that policy will need to be reviewed anyway. But at that point, we will also need to look at that policy deeper and the legalese behind it. Now, I don't want to preempt that discussion at all. In my view ... And again, these are views shared not with the GNSO Council in entirety but definitely with the two ExComs that helped me here, and they're happy, for me to be quoted there. In our views, this is the responsibility of the GNSO and it will be part of my report to the GNSO to take that responsibility.

I think that that needs to be put higher in the priorities, as you would follow the GNSO over the last six months, since January, we've been trying to set an order of priority in the work to be done for the GNSO. I will be of the view that this is a high priority. But in my opinion, it is not something for here, for the IRT to discuss.

Now, to be fully fair—and Alex, please intervene if you want—but in my discussions last week with Alex and Dean, I did hear that whilst they were happy to recognize that the full wording of rec seven should be transposed, there was indeed a worry about not creating the vehicle for a shadow repeal of thick WHOIS, and in particular, in view of other

elements that are going to come out of our work here—so, including in view of the DPA. I think that ... Or actually, Beth corrected me. It's not called the DPA but the data protection terms that they're working on with ICANN.

Now, Dennis had, in any case, put Beth on the agenda to discuss it. But I think that it links well with what we're discussing here. And if there is no questions at this stage or anybody that wants to make a statement regarding this, I think that I can pass the mic to Beth.

BETH BACON:

Hi, folks. Does anybody have any questions for Sebastien before I just give a quick update on the DPA? Dennis, did you want to say anything?

DENNIS CHANG:

Yeah. But why don't you do that first? Do your briefing and then maybe we can talk about it together because there needs to be clarity on what the job for us is, then, because there's nuances about what it is that we have to do. Go ahead and say your piece, Beth.

BETH BACON:

Okay. Sure. I'm going to just jump off what Dennis just outlined as the questions. What are the tasks for this group? The development of a controller agreement or data processing agreement is directly out of a recommendation. And in the beginning of this group, it was evaluated that that would be something that was not addressed in the OneDoc but a small group would draft it because of the way that the

recommendation is drafted—that that be entered into negotiations between Contracted Parties and ICANN.

So, we have entered into said negotiations and are working diligently with a smaller group of Registries, Registrars, and ICANN staff, and some ICANN outside counsel to try and get some data protection terms lined up, and written down, and agreed. We have been working on that for some time now. We are hoping ... We've actually just ... We took a few weeks off, simply because everyone was shifting to work from home. EPDP had a lot of personnel overlaps on both sides and that ramped up. So, we did take a little bit of time off.

But we've just regrouped last week—last Friday. And we've tried to, again, shift the focus and move forward with some terms. A subject of discussion at that group has been how do we operationalize the data protection terms? So, that's one thing that we'll have to discuss. Contracted Parties, I will say, are more in favor of it not being directly part of the consensus policy but being, much like we operationalized a DPA ... Sorry. I keep saying DPA. I understand that stands for "Data Protection Authority." But in my brain, for some reason, it has become that. So, I apologize for confusion.

But much like we did for RRA, RAA ... That was a separately-approved and signed addendum to that agreement, when we did data protection terms. And we think it makes much more sense to do the same thing for this case, simply because there are certain companies based in certain jurisdictions. Certainly, even before, but certainly in light of the privacy shield concerns being voted down, a lot of us will require model or standard contractual clauses. So, we'll need to be able to add those as

required. So, we do think that's an efficiency and, quite frankly, just simplifies the matter. But it would be substantially similar terms, such as followed.

I think there is agreement on all sides that we would anticipate it going out for public comment. Simply, it's part of that—If it were to be part of an agreement, also if it would be part of a consensus policy. That's what we do. So, I think that there is also a question there with regards to timing. In the timeline, Dennis has it as the DPA could go out later. However, I know that there are many on this group and many in the small group that would prefer the DPA text to come out with the OneDoc. So, I'm happy to discuss that and hear people's views with regard to that.

I will pause because I think ... I see a lot of conversation happening in the chat on rec seven. So, perhaps we shift back and talk about that. And then, we can talk a little bit more about the DPA, if people would like that. Thanks.

DENNIS CHANG:

Yeah. Maybe that is the thing. I have been tracking the chat. So, forgive me if I'm saying things that you've already said or I'm missing the point here. So, let's get back to, then, rec seven.

So, I've been typing a little bit here on the screen that you see, in the rationale, why we are offering this as a new baseline and not using the recommendation language because, for one, section five already covers the DPA and DPT. There is no reason to have it as a condition for transfer. And also, second, if we use the recommendation language,

provided an appropriate legal basis exists as a condition or prerequisite for the transfer, then this could be used—may be interpreted as the quiet repeal. Right? Quiet repeal? Is that what Becky said?

SEBASTIEN DUCOS: I believe she used the term “shadow repeal.” But “quiet repeal” is—

DENNIS CHANG: Shadow repeal? Let me see. I’ve been trying to ... I’ve seen this many times, whether it was this—at our meeting with her or in the letter that I think maybe BC and IPC have submitted. I think they quoted her and mentioned that also. I’m trying to figure out where it is. But I think you all remember, right? There is not a question that that was a concern. And the point here is that if we do say based—a provider condition in the requirements language then we open it up for a decision to be made in the “must transfer.” So, it’s no longer a “must transfer” and that is the rationale. But let me give the floor to Alex, been waiting. Go ahead, Alex.

ALEX DEACON: Yeah. Thanks, Dennis. I guess I just have a question around the process here. Dennis, you’re diving into this language. I was assuming, perhaps incorrectly, that Sebastien would write up his findings, send it around to us and the GNSO Council. And then, based on that, we would make updates to the spec as appropriate. And I was also expecting perhaps he would suggest what the updated text may be again. I may be asking for too much there.

But it seems to me that without really ... Although the summary was helpful, I think without really understanding what Sebastien is going to be suggesting, and seeing it on paper, and being able to read it and understand it, it's premature, perhaps, to jump into this drafting because, to be honest, I don't quite understand the details—and as we all know, there's nuance here—of the final report that Sebastien is going to be releasing. That would be helpful, think.

DENNIS CHANG:

I agree with you. Yeah. Sebastien, do you want to respond to that? I know that this is your work and you are going to report to the GNSO Council. I don't whether that's a status report, or a final report. How are you going to—

SEBASTIEN DUCOS:

I'm happy to work on it. Sorry. I ran out of time this week but I'm happy. I did discuss that with Alex. He did ask me last Thursday and I haven't yet. But it's still on my ... I'm happy to do it, absolutely. No problem.

DENNIS CHANG:

Okay. That's good. So, for tomorrow, you're just going to provide a status of where you are? And then, we're going to have a look at what you're writing—where your report is—to see where the IRT as a whole is because I think there is a different understanding, from what I understand. Roger, why don't you go ahead and have your piece.

ROGER CARNEY:

Thanks, Dennis. Thanks, Alex. Actually, you helped me there because I was a little confused as well. As Dennis was typing, it seemed ... Maybe I didn't hear it right but I thought Sebastien said we were going to use the text of the recommendation. And Dennis is typing that we're not going to use it. So, I think you're right, Alex. I think maybe Sebastien just needs to write up what his conclusions were because I'm a little confused at this point. Thanks.

DENNIS CHANG:

Yeah. I think maybe that's best. Why don't we give Sebastien a chance to write it up so we can be looking at it—what it is that he's suggesting? Because what you see is from the baseline that we have come up with and we are offering as the new baseline. It's exactly this. And rationale is what I am trying to provide here in the box. And that is the rationale that we were drawing from, basically, the Board. And as we understand the Board's direction, this is the way we must go.

So, if there's any other comment, please go ahead and make comments to help the process, otherwise, we can move on to the next topic. Thank you very much.

We will look at this one. But is Lauren here? Maybe it's too late. So, we will have to maybe pause this Lauren item we were going to talk about. And we will move that to the next item.

So, let's get into this one. This is the data retention document that we asked you to review. And the reason that we put this in is to—we created this—is to answer your question. What other examples can you

offer that data retention having to go beyond the life of the registration?

So, we created this document for more of an educational piece for you. And here is a couple of examples that we can cite so that you can clearly see. This demonstrates the case that yes, there are data items that has to go beyond the life of the registration. And so, that debate can be over and done with. So, that's why we created a document and we had staff come up with this thing.

But while we were doing that, our team member found that if we use our current language as-is, there is a loophole, or a gap, that we identified where it could be that original registrant has retained this data forever. And that is precisely what you noted, Berry. And that is the reason why we flagged this thing for discussion and was trying to see if IRT could offer help to close that loophole. That's why we created this document.

And in the meanwhile, the staff have come up with a simple addition—a one-phrase addition—we can add to the language that says—basically offering another condition that could close that loop, so that it says, “or transfer of the registration to another registered name holder.” And that turned out to be a simple but very effective solution to our dilemma here. Let me open up a conversation to the IRT. Are there questions about this now? Or do you have another suggestion? Or do you think that this takes care of the “indefinitely” problem?

No comments? Are you there? Somebody give me some feedback. I'm not sure if you can all hear me, still.

BETH BACON: I can hear you, Dennis, but I don't have any feedback for you.

DENNIS CHANG: Okay. Thank you. Yeah. It gets quiet and I don't know if I'm disconnected again. Marc, go ahead. I see your hand.

MARC ANDERSON: Hey, Dennis. I raised my hand because I know it can be difficult talking into silence sometimes.

DENNIS CHANG: Yeah. Thank you.

MARC ANDERSON: And also, note Sarah's not on the call today. And I think she might have taken a look at that. I think she might even have responded to this. But I think my take, in looking at this ... I think the additional language, "or transfer of the registration to another registered name holder," I think this is fine. I don't think the "indefinitely" is actually a concern. I think the terminology of saying the "registrar's sponsorship of the registration" is intended to cover transfer or deletion. So, I think it's inclusive of both cases.

So, I think the additional language is redundant. But that said, I don't think the additional language hurts anything. So, if that addresses a concern, I think that's fine.

DENNIS CHANG: Okay. I see your point. Yeah. If the sponsorship is already understood as—includes the transfer—then, yeah. That would be a redundant clause. So, Roger, do you have an input on this?

ROGER CARNEY: Thanks, Dennis. Yeah. I was going to say the same thing. And I thought maybe I'd commented that. But I understand what staff highlighted and it makes sense to highlight that. But I think that the language already handles it because the registrar sponsorship of the registration ... That time with that previous registrant now is starting to tick down. That sponsorship could go on forever but that registration data for that person is ticking down as soon as it transfers.

So, I don't think that there needs to be any language. I don't know if it, honestly, helps or hurts. I don't know if it adds confusion by saying it. Because before this, I thought that it actually said it correctly.

My only other comment is—I think I've said this, maybe, several times now—is the current language does not come close to matching what the recommendation language states. Thanks.

DENNIS CHANG: Yeah. Okay. Thank you for that. That's the sort of insights from you all that we could use. And we certainly don't want to add superfluous language where it's not needed and it's already made clear. So, that's a good input. Beth, you have a comment?

BETH BACON: Just a tiny one. Thank you. I did want to note that any suggestion that there should be indefinite retention—I just heard that pop up—is not in line with, I don't think, any privacy law. So, I don't think we should suggest that and I don't think that's in line with the recommendation. But I did hear that pop up. And I don't see it in the text now but I did hear someone mention it. So, I just wanted to say that indefinite retention is not likely. [inaudible] right there. Yeah.

DENNIS CHANG: We 100% agree. When we read it, then we thought a possibility of an interpretation that it could be an indefinite. So, we wanted to make sure that gap is closed, if there is a gap. But it sounds like there isn't a gap, from hearing from the Registrars and Registries—from you guys. If there isn't a gap, then we may not need to do anything in addition. So, thank you for that. That really helps.

We will go to our next agenda item. And that is ... I don't suppose Laureen is still here because she said she couldn't stay. But we will then go down to, maybe, section C, 3.28 in OneDoc. Did I say 3.28? Add tech ID.

ALEX DEACON: Yeah. It wasn't clear to me, Dennis, what this was about. So, I wasn't able to review it before the call.

DENNIS CHANG:

Oh my gosh. Did I mess up? Okay, tech ID. Oh, it's this one. Yeah. It's 3.28. Why is it ...? Oh, this section under nine. Oh. When we created the window, it did carry our nine. Sorry about that. It's this one.

So, Amanda found ... And Amanda and the team is doing a thorough scrubbing of all the data elements. Do you remember the data matrix that we created for you to review at one time? We're going over that and creating another version that we are going to use with a public comment, which is actually easier to understand and simpler. And she uncovered this registry tech ID as an item that was missing. So, we think this is one of those things that should be there and we wanted to get your input on this. Sorry that I messed up on the numbering. Marc, go ahead.

MARC ANDERSON:

Hey, Dennis. I did have a chance to look at this one. This does look like there's a discrepancy in the final report. The table in recommendation eight on page 12 does list the tech ID. It lists it as optional. So, it is listed there. In the annex D table—curiously, that's page 122, if anybody's looking at the final report—it does not. So, it looks like a little bit of inconsistency in the drafting of the final report.

I think the intent was for tech ID to be optional, just like the name, phone, and email fields. And I do note that this is for the registry escrow only, not registrar escrow, which is reflected in the language here.

So, I think there is a little bit of discrepancy in the final report. But I think the intent is for this to be registry ... The intent is for it to be included. But I note that the language in section three here states that

the elements are to be escrowed if transferred from the registrar or generated by the registry operator, which I don't think was the intent for the tech fields. All of those—and you can see this on page 122—are listed as “optional-CP,” meaning optional, up to the Contracted Party.

So, I guess that's a half agree from me. I agree that this was intended to be included here. But I don't believe the intent was for this data to be required to be escrowed if it was transferred or generated. I believe the intent is that it's optional, up to the Contracted Party.

DENNIS CHANG:

I see. So, I think this is one of those items that we would categorize as a drafting error. So, you think that we should go ahead and add it but now we have to decide where to add it, in terms of requirement. So, right now, it's in “must have,” right? Must transfer, must escrow if you have it. But I think you're suggesting that we should not do that and it should be a “may transfer,” right? So, we don't have a “registry operator may submit” category now. I don't think we did. Did we ever have a “may” category? No, we didn't.

So, you're saying we should maybe create a ... You're suggesting we create another category of requirement and list it, “registry operator may submit an electronic copy ...” “may submit ...” “may escrow the registry tech ID,” not “must have?”

MARC ANDERSON:

Yes. I believe you've captured my points correctly.

DENNIS CHANG: I see. Let me just capture your points so I don't forget.

MARC ANDERSON: I can follow up with—

DENNIS CHANG: Oh, would you mind? Yeah.

MARC ANDERSON: - offline with those details as well.

DENNIS CHANG: Yeah. Let me take another look at it or let us ... At least you've answered our first question because we did uncover it and we wanted to make sure. Thanks for helping us. So, that's that.

And then, we have billing contact. So, this is not anywhere on our ... This is another one that we are not even—we didn't add because we just weren't sure. But we did want to discuss with the IRT and get your input on this. The billing contact was not in the requirement. And we wanted to check with you, if that was by design or it was just another case of missing item, when we should chalk it up as a drafting error. And if you can recall what happened with the billing contact ... From those of you who were there, what was your intention. Can you remember? Jody, go ahead?

JODY KOLKER: Sorry, Dennis. I can't speak for the EPDP team. I'd have to let Marc go or someone else that was on the EPDP. But the billing contact, I don't believe, is escrowed in the first place. So, I don't think that that's something that we would be sending but I'd like to hear it from somebody who was on the EPDP. Thanks.

DENNIS CHANG: Hey, Beth.

BETH BACON: Hi. I would like to confirm but I agree with Jody. I think that we left the billing contact out because it's not escrowed. But I would rather confirm and see if that's—just what the current practice ... Call me crazy but I don't double check our escrow data every single day.

DENNIS CHANG: Marc?

MARC ANDERSON: Thanks. Sorry. I'm just trying to capture my thoughts. Billing contact has always been a questionable one. My understanding is that they are supported by some registries and not others and isn't, and maybe with some exceptions, isn't required at all. So, yeah. I'm looking at what Alex said in chat. I don't recall us specifically considering billing contact, either. So, I guess I'm not sure where to leave this. But given, I think, the intent of the Phase 1 recommendations to just consider what is

necessary, I think the implementation of those recommendations should not deal with billing contact at all.

DENNIS CHANG:

Yeah. I think that was where I was. But we just wanted to make sure with you. But I think I'm hearing from everyone that's the way we should be treating it. Theo, you want to talk on this?

THEO GEURTS:

Yeah, a little bit. Since the billing contact—the collection of it—has been optional for a few years now, I thought it was logical that it was not included because if you have to comply with some kind of data protection laws, you aren't going to collect it in the first place. So, the escrow becomes completely nonexistent anyways. So, I thought it was pretty logical that the billing contact was no longer applicable for escrow.

DENNIS CHANG:

That helps. So, if you're wondering why we're bringing up these little details, there are things that staff is doing, and that is the detailed grunt work of combing through every data item and treatment of those data items for consistency. And also, we are looking at everything. You know about rec 27. So, we are looking at every policy, every procedure, every process, and every contract we have to see the impact that this policy has. And that's why these questions are coming up.

And we appreciate the IRT providing us input on this. That gives us guidance. And all this will be regurgitated and we'll probably ... Well, we

will present it back to the IRT. And you will get to see all of our analysis and our findings. And we're going to ask you to have one more look at the impact assessment that we are doing. But thank you for that.

Next item is, I'm going to go to number E, CPH proposal to add 11.8. Let's look at that, 11.8. Oh! I don't have 11.8. That's why you were asking us to add it, I think. Let's see who ... This is Roger. Roger, you have the floor. Oh, Matthew. Maybe Matthew first. Go ahead, Matthew.

MATTHEW CROSSMAN:

Yeah. Hey, Dennis. Hey, everyone. We had talked about this at our last meeting. And apologies for not sending this further in advance of this discussion. But I did just send an email through to the group with some proposed language and I'll drop this into our chat here as well.

Just as a reminder, I think the idea was that as part of this request process, there needed to be some sort of mechanism for Contracted Parties to be able to respond to potentially abusive requests or abusive requestors who are, for example, not appropriately using, perhaps, the urgent tag. There needed to be some sort of mechanism so that Contracted Parties could do something about that.

So, we proposed this language. We're hoping this is lightweight and flexible, gives us some sort of a mechanism, without having to overengineer this approach. So, hopefully, this is acceptable to folks, again understanding that this is the first time people are seeing this so, as Alex said, may need some time to digest and provide some

comments. But hopefully this is at least a starting point for that discussion. Thanks.

DENNIS CHANG:

Appreciate that. Thank you. So, it's a "may" requirement. That's the first thing that I noticed. And it's for the registry operator and registrar both. Okay. Any questions? Anyone? I think Roger put his hand down. I think Matthew said what needed to be said, I guess. So, it's up to the IRT that we consider requiring these words. And then, we will see where we go from here. Let me just do this. Can I copy this? I'll do it later. I'll copy your words here in the reply so that you can see it later. Thank you.

Next item is 3.9.1. Did I get that number right? This one. Oh! Yeah, Sarah. Oh. Sarah's not here. Can someone speak for Sarah? What is this? She wants to add "in case where disclosure of the data is necessary in combatting or addressing this threat." So, I know what she wants. "Ensure that it is clear that the data is needed to address ..." Isn't it sort of obvious? But maybe not. Marc, go ahead.

MARC ANDERSON:

Thanks, Dennis. I think you basically said what I was going to say. Trying to channel my inner Sarah here. But yeah. You got it. It's maybe implied that the data is necessary. But if you read it literally, it doesn't actually say that. It just says in those cases—if child exploitation is involved, using that as an example—then that's a reason for an urgent request. But I think what's implied but not stated is that the access to that data is necessary or needed to ensure that the threat is addressed. So, yeah.

Just a plus one to what you said there, Dennis. I think you captured what Sarah is going for in that comment.

DENNIS CHANG: Beth?

BETH BACON: Just to tack on, the reason that she wanted to add that in there, and the CPH agreed, is because all of the requests, they need to be evidenced in some way and we understand that that's fairly clear. But when it came to this section, it became a little less clear. Even if it's urgent, even if it's law enforcement, even if it's not, we still need, as disclosers, through that review process ... We still need to look at it and we still need some evidence so that we can then keep that for our own records—so that we can say, “Yes. We did properly disclose this and here is the evidence that they needed this urgently.”

So, the better that can be evidenced for the discloser of the data—for the recipient ... It honestly just will help us respond quickly to urgent requests.

DENNIS CHANG: Really? Wow.

BETH BACON: Yes, because you need ... If you go through the data disclosure process as a controller or a joint controller, you need to ... You don't just say,

“I’m law enforcement. I need the data.” You still need some evidence.
So, yeah. Thanks.

DENNIS CHANG: Okay. So, this addition of words helps you. That’s interesting. That’s something that I could not see until I’m told directly. Marc, you have a comment?

MARC ANDERSON: Yeah, a clarifying question. So, Beth mentioned that there is a requirement for evidence elsewhere in the policy. I don’t remember exactly where it is but I’m sure she’s right. Wouldn’t it be better to put that requirement in that one place, as opposed to having it in two different places? It’s the same requirement, isn’t it? You provide evidence and then the data is disclosed. If it’s not clear that the data is needed, it’s not going to be disclosed.

So, I don’t have any objection, conceptually, to adding it here and I understand that argument. But it seems like there ought to be one place where we say that. I don’t know why we have to have it in two different places. And that was just because I thought the implication was very clear and I didn’t see the contradiction or any sort of a loophole. So, that would be my suggestion, is to have it in one place, rather than in two places. I don’t know. I’m open to discussion on that. Thanks.

DENNIS CHANG: Beth, go ahead.

BETH BACON:

Yeah. Thanks, Marc. No. I don't think we would object to that at all. We just wanted to make sure that it was clear. And the issue was ... And I apologize. We added this comment a little while ago, on June 16th, which seems like forever ago. But it was just a little bit ... The connection, the tie was unclear. So, I don't think that we would, in any way, object to having it. If it was very clear that it was for every request that you need this evidence, then we could do that.

So, maybe the key here or the task here is to go back and find that in the report. And if we can make that more explicit, the tie, then that will help. And then we can look at it and see if it resolves this concern. But thanks. I don't think we'd object to having it in one place. Simpler is always better.

DENNIS CHANG:

I'm reading the chat. Roger says it's needed. Okay. So, it sounds like a good path forward. Okay. Well, let's consider this addition, whether words here or elsewhere. If you need it ... I don't see the need for it but this is why you're here. The IRT is to advise us what would be helpful to you and we will see. Thank you so much.

Next item is the 11.5, CPH suggestion to move to implementation notes. So, we will go to 11.5. Okay. Where is it? Is it this one? "Propose to move this section into the implementation notes." And, oh. I responded to this. It was originally in the implementation note but we moved it up because IRT, actually, I think, at that time suggested it. And we thought

it would be easier for the implementer to see it all together here. Anyone want to comment on this? Alex, do you have a comment?

ALEX DEACON:

I think I've expressed my opinion many times in the past, that I don't quite understand the point of implementation notes in the OneDoc, which is the implementation of a policy. So, ideally, to me, this would stay where it is because I'm not convinced, or I don't quite understand, what the impact is of moving these things to an implementation note in an implementation policy or an implementation document. So, just on that principle, I think it should stay where it is. Thanks.

DENNIS CHANG:

Thank you for that input. Anybody from CPH want to speak on the reason for requesting the move? We want to understand the motivation there. No? Okay. Well, maybe Sarah can catch us up. But until then, we'll just leave it there. Beth, you have a comment.

BETH BACON:

I was just going to request that we put this one off because, again, June 8th was when we entered that. So, I would like the opportunity, if you guys don't mind, to go back and check the notes that I took, that we have from that meeting, and I can remember—refresh our memory. I don't think we would have done it just for giggles.

DENNIS CHANG:

Yeah. That's what I figured.

BETH BACON: But one never knows.

DENNIS CHANG: Yeah. I'm getting requests to move up, move down, move up, move down. So, I'm sure there was a reason. And before we make a decision, I'd like to understand the reason. So, we'll leave it alone for now and then we'll give ... Hopefully Sarah or you can remember and then come back to us. Marc, maybe he had a reason. Marc?

MARC ANDERSON: Yeah. Thanks, Dennis. No. I'm in the same boat as Beth. I don't recall on this one. But actually, I raised my hand to note there's actually two items on 11.5. If you go up a little, there's a second comment on the—yeah, there you go—on that one as well, “within two business days but no more than three calendar days from the receipt.”

DENNIS CHANG: Yeah. This one.

MARC ANDERSON: So, there was two on that one.

DENNIS CHANG: Okay. This one. Yeah, we noted this input. There's no more ... It's requesting that the “calendar day” is removed. The suggestion is just

leave it as a business day. Yeah. Of course, we considered this. But I think “business days” is always subject to interpretation later on. So, we’re adding the “calendar days” for clarity.

So, if the discussion is whether three calendar days is enough or not, that discussion we can have. But I think we need to have the “calendar days” there. And from here on, I’m going to rather be insistent that we do have clear requirements that everybody will agree on and not subject to interpretation when time for enforcement comes. And there is no harm in having this “three calendar days.” So, I’ll listen to your input. Beth, go ahead.

BETH BACON:

Hey, Dennis, thanks. My concern here is that adding “three calendar days” actually changes the requirement. It’s two business days. But if three calendar days, there may be a chunk of time where those—have three calendar days that are not business days. And I understand that 99% of the registries and registrars will be able to respond during those two business days. But adding the “three calendar days” actually just changes the requirement. So, I think that’s something to consider. I also know that we’ve discussed this several times. And we did, at one point, settle and say two business days was reasonable.

So, I think that we need to consider that ... You’re saying the “three calendar days” adds clarity. But in our view, it changes the actual requirement. So, that’s something that we would like to discuss and consider. Thanks.

DENNIS CHANG: Well, Beth, I think you're making my point exactly. So, what is the requirement, then? If "three calendar days" is viewed as changing the requirement, then is "four calendar days" not changing the requirement? This is precisely the reason that we need to have "calendar days" in this requirement.

BETH BACON: No. So, Dennis, I think adding the term "calendar days" changes the requirement. If you are saying that we need to have this within two business days, business days are Monday through Friday, not national holidays for wherever you're jurisdictionally based. If you say "calendar days," you're saying, "Let's just ignore the business days." And now, you're abiding by calendar days. So, I think that if we go back to the recommendation, we should stick with that. But that language isn't in there, to the best of my recollection. I don't have it in front of me right now but I'm happy to go check.

DENNIS CHANG: Yeah. So, I noticed that it's 11:30. Sorry about the—at the end of the time. But if you can hold on for a few more minutes to finish this discussion, I'll be happy to do that. We have three hands up so let's get through those hands. And if you can go ahead and provide your input ... Thank you very much. Marc Anderson, go ahead.

MARC ANDERSON: Thanks, Dennis. It's with a lot of dread that I raise my hand to weigh in on this one because on the EPDP call before this, we spent a whole lot

of time on this exact topic, discussing “business days” versus “calendar days.” And this was a very hotly-debated topic in Phase 2 as well. So, forgive me for any posttraumatic stress here on this one.

I’m sympathetic to the points you raised, Dennis, at the start of this, that “two business days” is subject to interpretation. But that’s a feature of the term “business days.” And that was a deliberate choice, in this case, to rely on “business days” here. I realize that that makes things more difficult for Compliance. There’s questions about whose business days. What does that take into account? What jurisdiction or locale? But that is actually the purpose of using “business days” instead of “calendar days,” to allow flexibility, depending on your particular circumstances.

So, in this case, as Beth said, the choice of “business days” was deliberate. It was what was agreed on. And changing it to “calendar days” is a change to the requirements.

DENNIS CHANG: Thank you. Alex?

ALEX DEACON: Yeah. Thanks, Dennis. Without getting into the argument about how many days and what kind of days, I just want to remind everyone that this requirement is about acknowledgement of receipt. And so, it seems to me that this is a very simple obligation to meet. And yes, I understand ... Again, the policy does say “two business days,” but this is

a very simple obligation to meet. Every single mail system I've used has the ability to automatically respond to emails in real time.

Just as a personal aside, one of the first pieces of code I wrote, kind of internet-related, back in 1987, did exactly this. So, this is not hard to do. It takes a few lines of code. So, I think even two business days is extreme to be honest with you. But two business days is what's in the policy. Thanks.

DENNIS CHANG: Roger, you have your hand up again. You want to say—

ROGER CARNEY: Thanks, Dennis. I don't know. Alex ended his conversation with me agreeing with him that, yes, the policy says two days—two business days. And I agree with him. I think that it's easy for an automated system to respond. But some people don't have automated systems to respond to these. So, I don't think you can assume that. So, I still think two business days for those people that have manual systems is not an extreme. And again, as everybody's mentioned, "calendar days" and "business days" are different definitions so you can't intermix them. Thanks.

DENNIS CHANG: Anyone else? Alex, you want to go again?

ALEX DEACON: No. Again, I think we've talked about this ad nauseum. Again, I think two business days is way too long, personally, given what's required here technically. I'll just leave it at that.

DENNIS CHANG: Yeah. So, I know one thing. Because the recommendation language carved out "two business days," I cannot shorten it if that's what you're suggesting. All I'm trying to do, as part of the implementation, we want to make the requirement clear as possible for the implementors and therefore not make it subject to interpretation later on. And that's why we want to add the finite term, so that it's indisputable as a uniform requirement for everyone. Beth, one more time.

BETH BACON: One more time. Sorry. So, every single person who has spoken has said we accept "two business days" because that's what's in the recommendation and it's a very easy automated response. But staff is saying, "But we want 'three calendar days.'"

So, I think we stick with "two business days" because "two business days plus three calendar days" is a different requirement. So, instead of making it more clear, you're making it less clear. So, I think it's in the recommendation. Let's go with it. We've got a love for "two business days." And again, as Alex said, it's a coded thing. It's going to happen.

DENNIS CHANG: Okay. Thank you. Any more? So, I don't know if there was a confusion on the timing. We were going to shorten it to 60 minutes and that's why

... That was what I thought I understood. But maybe that wasn't clear. And Lauren is here. So, is everybody staying on and can go on? Then, if Lauren is here, maybe we will give her the floor. Lauren?

LAUREEN KAPIN: Yes. I'm here. But since I joined late, I want to make sure I'm understanding what you're giving me the floor on. And also, I'm only here by phone so I don't have the benefit of all my insightful comments.

DENNIS CHANG: Okay. That's fine.

LAUREEN KAPIN: Is this the recommendation 10.X.X?

DENNIS CHANG: 10.3.5? Yeah. This is the comment that you made. So, if you remember, just tell us what you wanted to propose here and maybe we can come back to it next meeting, too.

LAUREEN KAPIN: Sure.

DENNIS CHANG: Yeah. Go ahead.

LAUREEN KAPIN:

I think I can at least give the main point. So, thanks, first of all, for everyone's patience because I had previously been looking at recommendation 17 when, actually, this refers to recommendation 12. So, I did focus on recommendation 12 this time. And my general discomfort remains. I think the implementation language goes beyond recommendation 12, in terms of setting forth a requirement for the registrars to "confirm the value," which I still think is ambiguous language. And then, if they can't confirm, they must redact. But the recommendation 12, in the Phase 1 report, did not make this mandatory. It made it discretionary.

So, I think that our implementation needs to be adjusted to allow the registrars the choice of how they are going to deal with this scenario, in terms of an organization name and then dealing with the decision whether to publish the data of a legal entity. I think that's the gist of it. And I was specific in my written comment. So, that's the concern.

DENNIS CHANG:

I think I get the gist of it, too, Laureen. So, I noticed that there are people who have dropped off. So, we do need to come back to it and we'll do that at our next meeting. So, I will conclude the meeting here at this time. And thank you again for being flexible. And we'll see you online and at our next meeting. Goodbye now.

ANDREA GLANDON:

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

[END OF TRANSCRIPTION]