ANDREA GLANDON: Good morning, good afternoon, and good evening. Welcome to the Registration Data Policy Implementation Meeting, being held on Wednesday, the 10th of February, 2021, 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. Please note, the raise hand option has been adjusted to the bottom toolbar reactions section. 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, for our IRT meeting, working on the Registration Data Policy implementation together to build a plan for us to go to public comment with, which is our next big step, to share everything that we do with the public.

So today, the agenda is this. It's rather brief. OneDoc, we're going to look at section nine. We got some good input on the last IRT meeting. And we want to take an action there, which I believe that you will be pleased to see. And then, we'll continue with the IRT discussion on the IRT inputs on the OneDoc, particularly on the introduction section. I

want to see if we can propose something and then you can look at it later. So no pressure there.

Then, we will discuss the RedDoc if we have time, a little bit. I've assigned you a task and I think it's self-explanatory but just a little bit of a motivation and our approach in looking at those RedDocs once more. Any questions on the agenda?

If not, before I get started, I know that Seb is here today. And we talked about Rec 7 last week, and what we should do, and how it may impact us. And I said that we need to wait for our Board resolution. But we can be cognizant of an intent of the GNSO Council recommendation to the Board. And Seb also provided a copy of the letter that was sent from GNSO to the Board.

So since we have the benefit of Seb joining us today, I wanted to provide a forum for the IRT to hear from our GNSO Council liaison directly on the Rec 7 happening and the other things, like Rec 12, if there's any news there. And particularly, I think that we should be cognizant about the happenings of the EPDP Team, further action and the recommendation that's coming our way for implementation. So Seb, let me turn it over to you and I'll open up the floor for the IRT to address any questions that they might have had for our GNSO Council. Go ahead, Seb.

SEBASTIEN DUCOS: Good morning, afternoon, and evening to everybody. I did miss the call two weeks ago. But since the recommendation coming out of the Council for Rec 7 … Just as the call was starting, I was looking for my

email where I sent you, also, the letter to the Board and couldn't find it. But obviously, you got it. So I don't have a huge amount of other news on this. I'm more than happy to take questions, field what I can, and otherwise take notes and respond on the rest.

So a funny story. We had a training on conflict resolution for GNSO members this week, with four case studies, obviously all of them highly hypothetical. And the fourth highly-hypothetical case study was the resolution around Rec 7. So immediately, the learnings from that put into application.

So obviously, the Board hasn't replied to that yet. By the way, to my knowledge, neither have they to the letter regarding … Yeah. And I don't have any progress, either, on Rec 12. I'm sorry. I'm caught a bit off-guard here. I didn't realize that I was going to have to talk today.

DENNIS CHANG: Yeah. Sorry, Seb.

SEBASTIEN DUCOS: So rather than blabbering, if you have any questions, I'm happy to field any. And if I don't know the answer, I'll just take notes and reply via email as soon as possible. Great! No one has questions. I'm done, Dennis.

DENNIS CHANG: Wonderful. Very well done, Seb. You've done a good job with your emails and corresponding in a timely manner. So the next step is that

EN

we are going to wait for the Board action to see if there is going to be a further discussion with the GNSO Council leadership or they will just take an action and provide the direction to the ICANN Org. So that's the Rec 7. Then the other things, we can talk about that at our next meeting, I suppose. Roger has a hand up.

ROGER CARNEY: Thanks, Dennis. I just wanted to check. Does the Board know that we're waiting on their response on this?

DENNIS CHANG: Yes.

ROGER CARNEY: Okay. Thank you.

DENNIS CHANG: We've alerted the Board. You would agree with that Seb?

SEBASTIEN DUCOS: Yeah. Absolutely. I was going to say yes.

ROGER CARNEY: Let me give clarity there. I know we sent them a letter. But did we tell them that this IRT is waiting for their response?

DENNIS CHANG: Yes.

SEBASTIEN DUCOS: So the IRT specifically, I don't know. But that the GNSO Council is waiting for their acknowledgement, yeah. Absolutely.

DENNIS CHANG: Thank you. Next item is OneDoc, section nine. Let me make sure Isabella's here. Isabella's on the call and we need Isabella to take an action. So this was a section on transfer of registration data to data escrow provider. And we had proposed a new baseline, combining couple of sections, like sections one and two, and four and five into … The purpose there was to make the policy language more concise and brief.

During our last call, the IRT had suggested that while it's nice to have a shorter language, it could possibly have a scope requirement implication. And we thought about this and rather than trying to talk about what those implications would be, we decided to accept the IRT's suggestions and delete the new baseline and revert back to our original language that had multiple sections. And I think this would be a better situation.

So at this time, I would like Isabella to go ahead and delete this, if there is no real concern from the IRT. I see Marc Anderson and Sarah next. Go ahead.

MARC ANDERSON: Hey, Dennis. Can you hear me okay?

DENNIS CHANG: Yes. Wonderful.

MARC ANDERSON: Great. I actually raised my hand for a different item, unrelated to Rec 9.

DENNIS CHANG: Okay. Which one?

MARC ANDERSON: So maybe I'll just put my hand down for now and if I could raise my hand again later.

DENNIS CHANG: That's fine. And I think I remember you were the one who suggested what we're about to do. So I think you'll be happy with this. Sarah, you have a comment?

SARAH WYLD: Yes. Hello. Good afternoon.

DENNIS CHANG: One dollar. Okay. You got a dollar.

SARAH WYLD: I think I just lost that dollar but it's a dollar Canadian so I'm not too [inaudible]. So thank you. I don't really have a strong preference in terms of whether we do it this way or the second way. Either way, that's fine. I think that's great.

But I'm not sure that that was the only concern with the escrow language in the OneDoc. I think we also had a concern that there was a requirement in this document to escrow data that was not actually required in the relevant recommendation. And I think that there was some aspect … I think was expecting the IPT to go back to the recommendation and make sure that the policy language here matches it and is not further expansive compared to that. So is that work also going to happen? Or did it already happen and I just didn't see it? Thank you.

DENNIS CHANG: Let's see. What we came up with this language, we of course thought that it was aligned with the recommendation. And the original language, as far as we could tell, was clean and devoid of this you are referring to. And we can look at this and we haven't done that. So if that's the case, we will do. What I wanted to do today was to clean it up so that we can all focus on the same set of language. And we can look at that again.

SARAH WYLD: Yeah. So definitely agreed that cleaning it up is a really good idea. I would specifically refer to … If you'll notice, in the text that you've crossed out, the tech name, phone, and email—so sections 1.13. Yeah,

there. So you see how we had a conversation back in September, where Marc explained that that should be optional, right?

DENNIS CHANG: Oh. That's right.

SARAH WYLD: And then, the same thing in 3.29 down below. It should be optional.

DENNIS CHANG: Okay. Let me capture that.

SARAH WYLD: Yeah. There's already comments in the—

DENNIS CHANG: Let me see. This one.

SARAH WYLD: Well, yeah. So at this point, maybe it is actually better for everybody to take a look through the clean text and see if it matches because I don't remember anymore what the requirement was, just that there was a concern about it not being aligned. So I'm happy to take another look at this but I do feel like there's further work to be done. Thank you.

DENNIS CHANG: And yeah. That's what I'm asking the IRT to do. Please look at the original language and if you still … So I've tried to capture this. Let me look at this again. And I've captured Marc's. And I think what is more, now, pertinent is that rather than moving this section—it's already a separate section—I think that … Wait a minute. If, may, if, may. And this if, may. So maybe it's moving to section 9.3 and combine it with 9.3 is that should be considered. And I think this would be the other ones.

SARAH WYLD: Yeah. So, Dennis, how do you want to proceed with that? What's the most efficient? Do you want the IPT to go through and make sure it matches the recommendation before we, the IRT members, look at it? Or do you want us to look at it right away?

DENNIS CHANG: We can look at it right away.

SARAH WYLD: Okay.

DENNIS CHANG: Yeah. Please do. Let's do it together. I'm trying to capture, as I go, whatever I hear. I think that's what I'm getting. So, Marc, if I'm getting it wrong, what you were thinking, please let me know. And I see Marc's hand up. Go ahead, Marc.

MARC ANDERSON:	Thanks, Dennis. This time, I am raising my hand for section nine, and not just to get Sarah her dollar back. I think I want to say first, thanks, Dennis, for taking into account our feedback. I think deleting the proposed revisions and reverting to the original language is a good move. I think the original approach was better.
	And I also want to thank Sarah for remembering that previous point and the example I provided. It was a while ago. I did go through and looked at that. And I did notice some discrepancies between what was in the OneDoc and what was in the policy recommendations. And the tech fields was the one example I provided. So thanks, Sarah, for remembering that and keeping us honest there. But yeah. I think we need to just make sure what's in the OneDoc is consistent with what's in the policy recommendations.
DENNIS CHANG:	Thank you. Didn't you have a comment on something else other than section nine?
MARC ANDERSON:	I do but I'd rather hold the comment until we're done with section nine.
DENNIS CHANG:	Okay. Alex probably has a comment. So, Alex, you're up.
ALEX DEACON:	Yeah. Good morning, everyone. Good morning. Can you hear me?

DENNIS CHANG: Yes. I can hear you.

ALEX DEACON: Yeah. So just on this 9.2 … I'll need to read the policy again. It's optional to collect but if collected, it must be transferred to the escrow provider. From a registrant point of view, and I guess an SSR point of view, isn't it important for this data, if collected, to be escrowed so it can be restored in case a registrar goes belly-up?

DENNIS CHANG: Anybody want to comment on that? Just so that IRT knows, when we laid down the baseline language—meaning the IPT, when IPT took the trouble to separate these three versus these four from if/must to may— it is with the intention and our interpretation of the recommendation that they are, indeed, different. And this is what we need the IRT to talk. And what Alex just mentioned is the way I certainly interpreted.

                       But I have Marc Anderson's hand up again. And Sarah just dropped her hand, which means she think's that you're going to say what she was going to say.

MARC ANDERSON: Yeah. That seems a little premature, Sarah. You might want to put your hand back up and wait to hear what I say. So I guess the first thing I want to say to Alex is it's been a while since I've looked at this and compared the OneDoc against the policy recommendations. So I think

really, we just need to compare the two side-by-side and make sure they're there.

But to try and get to Alex's question, this is where the sections … We were working on escrow. We did that as a small … A lot of the language in the escrow section was done by a small breakout group at one of the LA face-to-face meetings.

And when we were putting together the requirements for that, we had some registrars represented. I think one of them was Matt Serlin. And again, remembering the principles of data minimization, we identified what are the fields that you need as a registrar? If a registrar goes belly-up and you're the receiving registrar that needs to reconstitute those registrations and that data element—that registration—what are the data elements that you need to be able to accomplish that task? So we identified what are those data elements you need? And those are the ones that we marked as mandatory.

And that should all be reflected in the policy recommendations. Like I said, really, we just need to go look at that. But that was the process we went through. So again, it's been a while since I've looked at it so I don't want to comment on a specific field because I just don't remember, off the top of my head, what we identified as necessary and not necessary. But that was the process we went through to identify the fields that were mandatory.

DENNIS CHANG: Thank you, Marc. Just so that you all know, as the IRT, I come from a technical background so I think like an engineer first. And I care about

their work, perhaps more than I should. And I watched the technical people contact them directly and taking care of and resolving issues before it becomes anything of an issue.

So I want to do everything I can to facilitate that free and open communication. And if the policy recommendation does not explicitly prohibit that, I want to offer it as a way. That's where I'm coming from. So this is the way we interpreted it from the beginning and that's the way we see it still. But of course, we're open to the IRT input as we go further. Anyone else on this section nine?

Like everybody says, you have time to review it and make further comments, now that we have decided to focus on this clean set of language. So Isabella, if you wouldn't mind, when you get a chance, go ahead and clean this up for all of us. Thank you.

Next item I wanted to address before we go further is the last IRT meeting … You know how things look different when you look at it again, as we build this thing. And I actually felt that our introduction was a little too long and we didn't have to go into all the details and backgrounds. And I was really happy to hear IRT having the same reaction and suggesting that we delete or reduce.

So what I want to propose for your review is to delete this. And I don't think that these middle paragraphs are germane to the requirements as presented in this policy. So if we did that as, actually, a start of shortening it … I know it looks dramatic but I don't think it's really a big deal. So I want to leave you here. Yeah, just like I marked it. So leave

EN

you here so you can look at it and come back to us. That's another homework for you.

Next item is … We were moving along. And if someone can guide me where we ended up last, together at our last meeting.

SARAH WYLD: I think I left a comment in the document that said where we left off, if you just keep scrolling.

DENNIS CHANG: Okay. Thank you. Where did we leave off? Oh! Here. Perfect. Sarah, thank you for doing that. So it's this language. So if you want to make your comment. Let's see. We proposed to move this to the implementation note. Yeah. Now I remember. We actually had this in an implementation note but I don't remember exactly which IRT member suggested that it should be moved up to the policy language. So we can talk about it now. What do you all think? Sarah?

SARAH WYLD: I think it would make sense to go back to the implementation notes section because it's not a requirement. It is guiding information that may be useful— "may consider," right? Yeah. Thank you.

DENNIS CHANG: Yeah. It sounds like that. It reads like that to me. Alex?

EN

ALEX DEACON: Yes. But this is an implementation document. So I've mentioned this before. I don't understand the concept of having implementation notes in a document that's supposed to define the implementation for the policy. So whether it's here or in the implementation notes, I don't think there is a distinction there. And if there is, I'd like to understand it, especially in terms of, I guess, compliance. I don't know. Either way. There's no capital "musts" here or "mays." There's lowercase stuff. I find it unhelpful to have implementation notes in an implementation document. It just seems counterintuitive to me.

DENNIS CHANG: Okay. That was a long, drawn conversations we've had actually several times. So we can discuss that some other time again. But I want to open the floor to Marc Anderson, please.

MARC ANDERSON: Hey, Dennis. I guess what I want to comment on is give a little color behind what the working group was trying to accomplish.

DENNIS CHANG: That would be nice.

MARC ANDERSON: And I don't know if it will help. I hope it will. But what we wanted to do, specifically here but also in some other areas, is we wanted to give Compliance tools to enforce against bad actors but give them some discretion so they're not forced to take action against actors that are

making good-faith efforts to respond or meet their obligations but have extenuating circumstances. So one of the feedback items we got was that sometimes, ICANN Compliance feels like their hands are tied and that they have to take compliance action, even when there's a good-faith effort to meet obligations.

So I think that was the intent here, is we wanted … I know this is a fine line. It's easier said than done. But I think what we were trying to do is give Compliance tools to take enforcement action against bad actors but still flexibility to have some discretion when, in their view, there's reasonable efforts and there's good-faith effort to meet the obligations.

Like I said, I don't know if that helps here specifically with the language. But that's what I think we're trying to accomplish. That, at least, is the spirit of what we're trying to get into the policy.

DENNIS CHANG: Yeah. Makes sense. Okay. Thank you, Alex.

ALEX DEACON: Yeah. Thanks, Marc, for that refresher. But just remember that Compliance has made it explicit and very clear that they will only enforce obligations that have a "must" in front of them. They will not enforce any obligations that have a "should." And they will definitely not enforce any obligations that have lowercase "may." So that's just the reality of how Compliance works and how they interpret the text that we are currently drafting. Thanks.

DENNIS CHANG:	Understood. The implementation language here—the policy language here—serves as a requirement and notes for our implementers, when they're designing their system. I think that they can use this set of words to maybe guide their design. And know that ICANN Org may consider—will—your number of requests that you are receiving, too, when evaluating things like this, which is a reasonable thing to do. And I think that's a good thing. Good faith, I think, is very important in this business. Thank you. So I will take an action there.
	Yeah. So we'll figure out where it may best fit and then you will have a chance to look at it.
	Next item. Sarah, do you want to talk about this?
SARAH WYLD:	Yeah. I'm happy to. But I think that this proposed text was championed by Matthew Crossman, who I believe is on the call and may be better-suited to talk about this than I am.
DENNIS CHANG:	Okay. Matthew, are you on? Can you take the mic? Yeah. Matthew is here. I see him.
SARAH WYLD:	I didn't plan that ahead of time. I didn't warn him that I was going to ask him to talk to this issue. Okay. I'll speak to it a little bit. So this is something that we have talked about on several occasions. So I will just remind, for context, that we're now looking at the urgent responses. So

this is not only "acknowledge," but this is "acknowledge and respond," which means to review the request, make a decision about disclosure, and provide back that data.

So the proposal is that instead of within 24 hours, we would propose, instead, that it should be done without undue delay but within one business day. And then, it goes into more detail that I think Matthew can further expand on. But this kind of graduated, extendable, within a very strict limit timeframe is an idea that comes from the GDPR itself. So when a data subject makes a request for their data, or makes a request to exercise their right, the data controller has a specific timeframe in which to action that request but also can extend that period in a limited manner, as long as that is explained within the initial period.

So the proposal here is to go with a very similar model. And this way, there's a very limited timeframe for responding to the urgent request. And the requestor will have a clear expectation of how long they have to wait and when they will get that back. But the controller, who's doing the disclosure, has a little bit more flexibility to be able to gather that information and provide it within an appropriate timeframe.

And really, I would say this is especially important to, perhaps, smaller providers who maybe don't have a legal team that is 24-hours-available and would instead need to be able to talk to their legal person and get advice as to how to proceed with the disclosure. This gives them a little bit of flexibility to do so without extending it for several days. So that's the proposal. Thank you.

EN

DENNIS CHANG: Thank you. Anyone else want to speak to this? This one is a tough one because I have heard so much about this urgent request and what it really signifies. And having thought about this a lot, the importance of 24 hours is stuck in my mind. And again, the use of "business days" opens up to a lot more than 24 hours and is sort of an unpredictable turnaround time. It's a tough one. I see the recommendation from you and I'd like to hear from others, if there is any other comments. Roger has a hand up so we'll have Roger speak to this.

ROGER CARNEY: Thanks, Dennis. Yeah. I keep hearing that "one business day" is not well-defined. But that's confusing because it's very well-defined and purposely defined. We already have requirements based on business days and Compliance works on those. So I'm not sure where there's a confusion on the definition of a business day.

DENNIS CHANG: Oh. Because we've had experiences where a complaint comes in. We ask about it. Response was, "Oh. It was not business days for us," and therefore there's no enforcement action. So it's our job—me in particular. And I put it upon my mission to make the requirement as clear as possible.

But I also honored an intended recommendation that is … I think the best way that I've heard about it is it's a feature, meaning that it's a feature that was designed to provide flexibility to the service provider. And if that was the intention and that's what we are supposed to implement, then I understand that logic, too.

I just want to make sure that within the IRT, that we are all agreeing that this is a feature intended to provide flexibility to the service provider and therefore, [inaudible] when there is no enforcement in what you think is 24 hours, and if there isn't, that it's not a surprise. It was intended as design. I just want to make sure that the IRT is cognizant about the language that we put together and the implication to the implementer, as well as the people who are trying to use this policy to do the business. Roger, do you want to speak again?

ROGER CARNEY: Just to follow up on what you said. I think that that makes sense, Dennis. And again, to me—take it as it is—I think "business day" is well-defined. So I'm more comfortable with "business day—"

DENNIS CHANG: Me too.

ROGER CARNEY: - especially since the recommendation does actually say "business day" in it. It just says "x number of business days." So thanks, Dennis.

DENNIS CHANG: Yeah. Thanks, Roger. From your perspective, I can certainly understand. But I've spoken to people who have basically educated me that that is a very US-centric way of thinking, that I shouldn't be thinking like that. So, Chris, go ahead.

CHRIS LEWIS-EVANS: Thanks, Dennis. So I was just trying to find a reference to this elsewhere. I think this was quite a large discussion. What I can't find at the moment—and maybe someone can help me—is where we detail urgent reasonable requests here. Because obviously, there are mechanisms already for urgent cases to get a 24-hour response. What I wouldn't want to do is to change this and have an unintended impact elsewhere. I don't know if someone else on the team could help me on that. Thank you.

DENNIS CHANG: Go ahead, Marc Anderson. Can you help?

MARC ANDERSON: I don't know. I'll try.

DENNIS CHANG: Thank you.

MARC ANDERSON: So I went back and reread. This is coming from the very last section of Rec 18, where it talks about a separate timeline of less than x business days. And the section ends to say, "timeframe to be finalized and criteria set for urgent requests during implementation." So really, I remember this is one … We just ran out of time—

EN

DENNIS CHANG: I wish you hadn't.

MARC ANDERSON: - and punted to implementation, really. We talked about it and just didn't have enough time to come to consensus on what the timeline for urgent requests should be. So here we are.

And what I'll say … I want to give my two cents. And Dennis and everybody else, this is my two cents—something I'm sure I said during the working group deliberations that failed to come to consensus on this. So keep that in mind.

But I always thought that for urgent requests, the focus should not be on the maximum amount of time. And I believe I had proposed that for urgent reasonable requests, Contracted Parties should respond as quickly as is commercially reasonable and then put some kind of cap on the maximum amount.

So I had championed "as quickly as commercially reasonable." If you have truly an urgent reasonable request, I think that all Contracted Parties receiving an urgent request—all reasonable Contracted Parties, I guess—will be responding to that as quickly as they can. So I always thought the focus should be on a speedy response. So I suggested having in there "as quickly as commercially reasonable."

So I think that the language that Sarah put in there, talking about "without undue delay," is similar to my previous suggestion—my suggestion within the working group of "as quickly as commercially reasonable" or something along those lines. So I do like the approach of

making it clear. I think there's concern. If you put the maximum amount, then there's concern that responses will take as much time as is available. And for truly urgent requests, we want the focus to be on "as quickly as possible." So I always thought the focus should be on that.

I don't know if that helps. And like I said, I think it needs to be clear to everybody that I proposed this in the working group and the working group failed to come to consensus on this. But here, I think we should focus on language like "without undue delay," or "as quickly as commercially reasonable," or something along those lines.

DENNIS CHANG: Yeah. Thank you, Marc. I understand. This is a tough one. And having done that security framework and worked with many of you, back many years ago, this was a tough concept to crack. Because if it is truly urgent, life-and-death, there's something law enforcement or whoever is trying to take an action and they're asking for help and there's no response within 24 hours because it's, let's say, holiday in some country, then are they supposed to come to ICANN and ask for help or do we say, "Well, can you check if it's their business day or not?" And then, when does the ICANN folks try to help?

And this is reality of where we are and what is the expectation and the practice that we are going to promote. And there is a reason that recommendation—the working group has separated a response into a normal response and urgent response. And I think there is a definite intent for, as Marc said, speedy response. But there needs to be some

expectation of timeframe, what that is. So that's what we're trying to do.

Let me see. Sorry. I can … Thomas, you are brining up a point that this may be a matter for GNSO Council and the Board. Can you help us? Thomas, this is important. Thank you.

THOMAS RICKERT: Hi, Dennis. Sorry for jumping in. I could only join this meeting late. But you might remember that during the last call, there was the question on what should or could be done if the ICANN staff has to, basically, follow the Board's directions while the GNSO Council is giving the IRT a limited mandate to do the IRT. And you asked me to look into this, which I did, and I just wanted to report back what my findings were. So this is not [for this point]. I just thought I should throw it in there so that you know that I did some work on it.

DENNIS CHANG: Okay. Thank you so much. We'll get to that. Let's wrap up this conversation first and then we can get to that. We like to hear from you, of course. Any more on this? Let us think about this again. It's hard to come to something that doesn't seem like we're making a policy but narrow it to an implementation. But that is the recommendation that we are supposed to do this. So maybe there is a different way to word this and avoid the pitfall of people who are trying to implement this in a different way. Okay. I knew that this was going to be a tough one. And I think that we have done enough discussion here. Matthew, you got your audio working?

MATTHEW CROSSMAN: I think so. Can folks hear me?

DENNIS CHANG: Yes. I can.

MATTHEW CROSSMAN: Yeah. Hi, everyone. I guess I just want to clarify, as we're going to consider this further. It seems like there's two issues here and I just want to be clear what we don't necessarily have agreement on. It's clear to me that it sounds like we need to make some decisions about "24 hours" versus "business days."

But I'm wondering, with regard to the other part of this language—providing some sort of mechanism so that if a party is not able to provide that response in a rapid manner, what would be our expectation for them to do? And as we've laid out here, we're proposing that that party would have to go back to the requestor and notify them that they're not going to be able to respond within that time period. And then, they'd have up to an additional two—maybe business days, maybe 48 hours. That seems to be a disagreement there.

But I wanted to clarify, like I said. Are folks opposed if we resolve this timing issue—the term that we're using. Are folks opposed to the structure that's been proposed in terms of this extension of time and how we would expect parties to communicate that to requestors. I just want to make sure we're not conflating our concerns with the 24 hour versus business days with concerns more broadly about this framework.

DENNIS CHANG: Thank you, Matthew. Anyone have a comment? Chris, go ahead.

CHRIS LEWIS-EVANS: Yeah. Thanks, Dennis. I think if that new paragraph read "within 24 hours from receipt" and then had the rest of it in there, I would be quite happy. That's an initial feeling. So I don't mind that structure with a little bit of clarification and reason for extension, if that helps. Thanks.

DENNIS CHANG: So if they cannot respond, it's two phases, basically—two issues here. So one is business day versus 24 hours and the distinction thereof. And then, two is the two-phase. Okay. Yeah. The recommendation says "business days." Understood. In this case, I'm not sure if they did say that. I think they said, "Figure it out." I think Chris is saying something like this would work.

Oh! Okay. Alex, let me see, "Must acknowledge without undue delay, within 24 hours … If responding to a request is complex or a large number …" There is a reason, right? "May extend the time for additional two business days." Okay. Wow. We're mixing 24 hours and business days but I think I get the concept. There is a process that we want to offer for flexibility. Chris, have you seen this language Alex put in the chat? Let me capture this.

EN

CHRIS LEWIS-EVANS: Yeah. That's what I was suggesting. So happy to work from that point forward.

DENNIS CHANG: Okay. Let me attribute these to … Good comments for us to consider. Thank you. Yeah. Thank you, Sarah. Let's all think about this. I think this has merit because the requestors are getting responses within 24 hours, which is super important. Yeah. There is somebody there and it's not just going into a black hole. But then, they're coming back with something. Yeah. Let us consider this together and we'll reconvene on this topic. Any more on this?

If not, we'll go to 12.1. There wasn't anything there. That was clean. 13, this one, I think that what I was going to say is this. This is one item. And Sebastian can confirm this and maybe advise us. But I don't think I want to take our time right now to discuss this item because I looked at some of the recommendations that's coming our way for implementation from the EPDP Team.

And I know that, actually, there are several of you who are in that team already. And they can probably tell us and advise us. And maybe I want to hear from them, what they know about this particular item, about retention requirement, that may directly alter our baseline language. So I think that will help us to shortcut this discussion about what the original intent of that is. Because I think the EPDP Team has gone ahead and felt our pain and tried to help us. And I think that help is on its way. Go ahead, Marc.

MARC ANDERSON: Thanks, Dennis. I think what you're asking touches on the comment I was going to make earlier, which I was going to note … I put in chat the link to the public comments for the EPDP Phase 2 Priority 2 items. So I was just going to note that the Board public comment period ended and the staff report was completed on that. And I guess the next action is for the ICANN Board to consider those. And I think we've received every indication that these four Phase 2 Priority 2 recommendations will be referred to this group for consideration. If you go to the link … Sorry. Just scroll down to Rec 21.

DENNIS CHANG: Rec 21? Okay. Thank you. 21, data retention.

MARC ANDERSON: So, Rec 21, I think that circles back to the question you were asking on the applicability. Oh. Maybe if you just go to the link I provided.

DENNIS CHANG: This one?

MARC ANDERSON: Yes. If you scroll down to Rec 22 … There you go, Recommendation 22. So I think that's the language that applies specifically to the section of the OneDoc you were asking about. So here, the Phase 2 Working Group provided this recommendation to reaffirm and clarify the intent of the language in the Phase 1 report. So I think that applies specifically to the section you were just talking about, Dennis.

EN

DENNIS CHANG: Okay. Thank you. Okay. 22 or 21? Yeah. Sarah thinks it's 21. So yeah. Sarah, you have your … I'm sorry. Thomas, you first. Go ahead.

THOMAS RICKERT: Yeah. Thanks very much. I'm a little bit confused. I thought we were discussing 21 now, with the TDRP reference, and Sarah's comment that there might be an issue with the purpose. My recollection of this is that we have a purpose that data shall be processed so that the right of the registered name holder in a specific string can be guaranteed or something along those lines. And actually, if the data is being deleted before the TDRP period is over, that might jeopardize that registrant's right in a specific string.

The period after which claims, according to the TDRP, are barred by statute or whatever the English term for that would be is like 12 months. And therefore, typically, when you have to delete data as company, you are given an additional couple of months' grace period in order to implement the deletion. Therefore, we came up with a longer period.

Also, the Contracted Party that holds the data might be at risk if somebody claims that his or her domain name was lost. And they might need that time in order to be able to defend against claims from the aggrieved party. That could also be seen as a legitimate reason for retaining that data for such period.

DENNIS CHANG: Yeah. We were aware of the way the TDRP worked. And we saw this 18 months in the original language. Prior to this, the IRT came to the agreement that 15 months was adequate to cover the scenario. Sarah, I will let you talk about this one. Go ahead, Sarah.

SARAH WYLD: Yes. Hi. Thank you. So my point here is more regarding which data elements are to be retained, rather than the duration for which they are retained. So I think we're fine in terms of how long to keep the data. Whether it's 15 months or 18 months, I'm not super concerned. We can go back to 18 if the group thinks that's better. But the specific data elements that must be retained, the way it's written in the OneDoc, it is too expansive. The recommendation and how it's affirmed here in Rec 21 is that it's data elements that are necessary for the purposes of the Transfer Dispute Resolution Policy.

Dennis, can you just go back to the OneDoc on screen for me? Thank you. So here, it says "must retain all data collected or generated." That is more. That is more data than what is required for the TDRP and that is what we need to address in this conversation. Thank you.

DENNIS CHANG: Yes. That's what I was thinking about, too, Sarah. Because I noticed that in the recommendation, specifically mentioned, and the TDRP being used not as an example, as I have seen it before, but more as a reason for the retention. So I think that does alter my understanding of what the intention is. Now, we have to go back and think about what that means and what is the implication of not retaining those other data

EN

when we are limiting to TDRP. So that's a homework that we have and we will do that.

SARAH WYLD: Sorry. Can I just ask a question about what Dennis just said?

DENNIS CHANG: Mm-hmm.

SARAH WYLD: Thank you. I think Dennis just said that that IPT was going to review all of the data that is collected to determine if there is some other reason to retain data besides the TDRP. And I guess that confuses me because it sounds a lot like the work that was done in Phase 1 of the EPDP. I'm not sure that … I think what we really need is an analysis of the TDRP itself. What data does it require?

DENNIS CHANG: Okay. Yeah. That, to me, is the same exercise because we have done what "all data" meant. And now we have to say, "Okay. It's only TDRP. So what is the difference?" I think we need to do that homework so that we are implementing the language in the right away and know what the impact is. Okay? And we'll do that and come back to you for a review so you can check our work.

So this is what I wanted to say. We need to wait for that recommendation to be approved and come our way. And then, the

EN

Board directs us to use the new language. "TDRP will probably be under review." Roger, you're right. That is something else that's going on but we can only do so much of the crystal ball play and this one is within sight. And I think it's very close to come to us. So I do want to make sure that we don't go out and proceed without this consideration. Sarah, did you want to speak again?

SARAH WYLD: Nope. Sorry.

DENNIS CHANG: Okay. Roger?

ROGER CARNEY: Thanks, Dennis. It might help, Dennis, if we could pull back some of the information. I know we had quite a bit of a discussion on the 18 months versus 15 months.

DENNIS CHANG: We did.

ROGER CARNEY: If we can dig that out … I remember talking about it. I just don't remember how we got to it. And it seemed like it made sense to all of us to move it to 15.

EN

DENNIS CHANG: I know. It seems like so long ago, right?

ROGER CARNEY: I know. So if we could probably pull that back and maybe take a look at it. Thank.

DENNIS CHANG: I know. Yeah. I will. That's what I was going to do as a homework. I see that I assigned this to you back in July of last year, or July of 2019. Oh, my goodness. It's that long ago. Yeah. So we'll have to refresh our memory. Just wanted to make sure that I cautioned the team that we do have to officially wait for the Board direction to ICANN Org, or some sort of a resolution or direction. Marc, go ahead.

MARC ANDERSON: Thanks, Dennis. If I could, I recall that conversation.

DENNIS CHANG: You remember?

MARC ANDERSON: Yeah. So with the first pass of that language, way it was written, Contracted Parties could not—big not—delete data until 18 months had passed and that was not the intent. So it was written as "Contracted Parties much retain the data for 18 months." But that was not the intent. The 15 to 18 months was intended to be the window during

which Contracted Parties could delete the data and that the period of time in which they must retain the data—capital must—was 15 months.

DENNIS CHANG: Yeah. Now I remember. That's why we said, "Let's make it simple." Because after the 15 months, they can just delete it the next day or delete it three months from now. And it really shouldn't matter on the impact.

MARC ANDERSON: Exactly. Yes.

DENNIS CHANG: I remember now. Thank you. That helps. You are just wonderful. What would we do without you, Marc? Implementation notes. Let's see. I think we didn't have any implementation notes comments. It was lengthy and we cut a lot of it, per your input. And we got rid of all the appendices per your input. And then, the only thing that's left is really the background. So that is the OneDoc, as we see it. And we'll look at it again, of course. This is our main product.

But for now, if there isn't anything else, let's go to RedDoc. Oh. Before I start the RedDoc, I want to provide a forum for Thomas. He wanted to report back to us. Go ahead, Thomas. You can speak.

THOMAS RICKERT:
Yeah. Thanks, Dennis. It's not much more than what I've written in the chat. You might remember that we had the discussion that ICANN staff is torn between the Board's directions that they need to follow and the requests that might come from IRT members. And the IRT certainly is bound by its limited mandate coming from the GNSO Council.

I concluded, as I'm sure many in this group concluded, that it would be good to get some clear guidance on how to navigate such scenarios. I've done a little bit of digging and a few phone calls with some policy wonks that I trust to know all the details of what's written procedurally. And it seems like there is no rule for that. Therefore, we are landed with not being able to resolve these matters by ourselves. It is correct that you are bound by directions that you're getting from the Board, ultimately, or from your superiors, while we are bound by the mandate that we got from the GNSO Council.

The only way that these scenarios can be bindingly resolved are by way of discussion between the Board and the GNSO Council. Therefore, if we have issues such as this, probably it would be a good idea to reach out to the GNSO Council and ask them for guidance on how they would like us to procedurally approach those things—whether they give us a mandate to try to resolve these matters amongst ourselves, although it's nowhere written down; whether we should send them to the Board and GNSO Council as we witness them or as we experience them; or whether we should try to push them over the fence in one goal. So I think we can't do much more than trying to find a way, with the Board and the GNSO Council, to deal with these things.

DENNIS CHANG:	Yeah. Thank you. I think that is my understanding. And this is why Rec 7 happened the way it did. And that's probably a good example, where we did have to escalate it to the Board and the GNSO Council, with a GNSO Council liaison sat here. So I think we're following the right process. And we will hopefully hear soon from the Board on how they would like us to proceed. As soon as I hear something, I will, of course, let you know and if there's any further development. I think Seb is watching from the GNSO side and I'll watch it from the staff side here. An we'll keep the IRT in the loop on that. Thank you.

So let's talk about the OneDoc. I assigned this as a new task to you. It's due in a couple of weeks. But I did want to briefly show you the things that I am trying to do in our new update. For one thing, you should expect … And if you don't see it, please let us know. You should expect a common and consistent note on top to let the reader know that this particular document, whether it's a policy or procedure, was updated to reflect changes required by the Registration Data Policy. And we'll put in the effective data when we get one. That's the number one. I think you all know that.

The other things are, we started using some footnotes here to make the language a little more clear. And of course, the reason that we are now going through and combing through every word on this document is because we have settled on this set of definitions.

And while we're using this definition—and you'll notice things like RDDS missing in this definition—we're using this 3.11 to point back to … I'm sorry. Let me see. No, this one, 3.12, to point back to the Registry Agreement and RAA Accreditation Agreement for definitions, where

there are definitions that belong here. So this is the reason why we are trying to do this one more time. And we are doing it. And I wanted to just give you that background.

I think that they are rather self-explanatory. One thing I did want to say is we tried to … While we're doing this, we are taking care of … And we don't have to talk about it but we are noting the comments that you had made us before. And we're accepting your inputs and you will see those are being done at the same time. So I wanted to show you that. Of course, you can go ahead … And Sarah pointed out that we didn't mark something correctly. We'll try to go back and correct those at the same time.

So that's what I wanted to tell you so you can look at it in the right frame of mind. That's what we were trying to do, trying to be cautious but deliver it in more careful and more thorough because we do have some time to look at this again. And we would appreciate you having one more look at it. Marc Anderson has a comment. Go ahead, Marc.

MARC ANDERSON: Thanks. Just to set the context, this is the Rec 27 Phase 1 task that we received from Council?

DENNIS CHANG: Exactly.

MARC ANDERSON: Could you refresh my memory? What is in-scope for these updates? I know terminology changes—for example, changing WHOIS to RDDS is one of the items that's in-scope. And then, anything specifically called for in the Phase 1 policy recommendations.

DENNIS CHANG: Exactly.

MARC ANDERSON: But maybe it would be helpful for background and context if you could maybe speak to what—when you staff were making these changes, what you considered in-scope and not in-scope of the edits.

DENNIS CHANG: Yeah. So terminology change, number one. We're trying to eliminate all the use of WHOIS. But when we do that, we're trying to make sure that it's not just a straight replacement to RDDS but that it makes sense. So that's number one.

Number two is obvious policy impacts, where it's evident that this administrative context is no longer applicable and therefore, we should delete it to make it consistent with the Registration Data Policy. And the third thing is anything that is what we consider obvious obsolete information or typos and unnecessary language that was put in there and no longer meaningful, things like that.

And your job is to look at those changes and make sure that we have not gone over our limit in our charter to update this language per the

Registration Data. And the second thing is any changes that is exactly in-line with the Registration Data. Does that make sense?

MARC ANDERSON: Thanks, Dennis. Yeah. Very helpful. Appreciate it.

DENNIS CHANG: Okay. Yeah. I hope it's not too much of a work for you. But some of these replacement words are sort of tricky. And we had to really deliberate and have a conversation. Does it really mean this or that? And we tried to stay true with the original scope and the requirement of the policy. As somebody noted, the whole Transfer Policy may be getting updated, too. So I'm trying to keep that in mind, too. All rightly. Let me see. Alex has a hand up. Go ahead.

ALEX DEACON: Thanks, Dennis. I think my question was the same as Marc's, which is scope. I perhaps incorrectly assumed that our job now is to only make terminology updates. But it seems we're doing much more than that. We're removing admin contact. That's additional changes. Am I mistaken? Are we tasked to do that at the same time?

DENNIS CHANG: Yeah. I think so. Yeah. I think the use of the word "terminology" was a poor choice. That's not what they meant at all. They meant, "Make sure, when you look at two different policies, they're not inconsistent." And the Registration Data Policy was designed to make everything current.

EN

So if you feel that there is an actual policy change here that's gone on, that is over and beyond what Registration Data Policy was meant to do, that's your job to point it out to us. And that is what we call the third category. And that is the things that we want to point out and send it back to the GNSO Council for guidance.

And as much as we can, we'll do it, if we all agree. But if there's any questions by any of you, we will refer to the GNSO Council. And we can do that formally, in a structured way, or we can maybe get a quick guidance using our GNSO Council liaison, Seb, here. Either way.

Yeah. Stephanie is right. Yeah. "Congruency" would have been a good word to use. Alex, did you want to speak again?

ALEX DEACON: Sorry. I didn't lower my hand. But in terms of definitions, you know I have concerns about this. I won't repeat them. If we're going to be making these changes to all of these consensus policies, will we be indicating at the top of each policy that now the definitions in the OneDoc will take precedence?

DENNIS CHANG: No. We will do this. And then, when you refer to … Definition may not be in OneDoc at all, as we have noted. So if we go here in the OneDoc and you don't find the definition, but then you will find this. So if you need the definition, then we will go to the Registry Agreement, where there is a definition. We're trying to avoid having definitions in multiple documents, even if they're the same.

ALEX DEACON: So the assumption is that the OneDoc is where things are defined. And if there's a conflict with a definition—let me just be clear—that's not defined in an existing agreement and is not defined in a consensus policy that we're updating, that the OneDoc would take precedence. Is that what we're saying?

DENNIS CHANG: I think I understand. That was sort of complicated. But yeah. OneDoc is the latest document and we are trying to bring all the past documents in line with OneDoc because it is the latest consensus policy from the community and our job is to implement that. So if I hold that concept, then it makes it clear to me at least.

Let's see, Stephanie. There's a lot of chat going on. "This is what I'm here for, to fancy things …" Okay. Stephanie's job is to make things fancy. Thank you.

And we'll talk more about it, of course. So go ahead and do your homework and I'll assign more of them and you'll see it. And I just want to make sure that you are reviewing in the right context so you don't waste time. And this is new changes that you've already looked at before. But when we were looking at it again, we found a couple more things that we thought we should change. And we'll see that.

Thank you very much, everybody. It's five to the end of the call. And I asked Andrea for one thing. That is for all my meetings, at least, that Andrea schedules for me, make the end time five minutes before the

hour or the half hour so that we have a chance to get to our next meeting, which I know many of you do.

So I will say goodbye here. And if there isn't anything else that I can do for you today, we'll wrap up our call. And I'll see you in a couple of weeks. And then, you'll see your task assignments online. Bye now. Thank you.

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]