SAMANTHA MANCIA:	Good morning, good afternoon, and good evening. Welcome to the Registration Data Policy IRT meeting, held on Wednesday, June 2nd, 2021 at 17:00 UTC. In the interest of time, there will be no role call. Attendance will be taken by the Zoom Room. If you are only on the audio bridge, could you please let yourself be known now? Thank you.
	Hearing no further names, I would like to remind all participants to please state your name before speaking for the transcription purposes and 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 of the toolbar reactions section. As a reminder, for those who take part in the ICANN multistakeholder process are to comply with the Expected Standards of Behavior. With this, I'll turn it over to Dennis Chang. Please begin.
DENNIS CHANG:	Thank you, Samantha. You forgot to say who you are.
SAMANTHA MANCIA:	Oh yes. This is Samantha.
DENNIS CHANG:	Okay. So reminder for everyone, for the recording purposes, please say your name before speaking. And welcome, everyone. I wanted to take a moment to check in with you all, if you had any announcements. Please raise your hand and share any news with you. I do have one news we

want to share. Today is Samantha's birthday so everyone say happy birthday. Thank you, Samantha, for being born. Or I should thank your mom and dad.

SAMANTHA MANCIA: Thank you, Dennis.

DENNIS CHANG: Okay, then. I'll tell you what Samantha has actually been doing for us. I wanted to show you this. This is an IRT workbook, as you see here. And in the IRT workbook, you know that we're keeping track of the attendance with all the members. Samantha has done some analysis on the IRT members and created some charts for us.

This was particularly important to me because in managing the group and our agenda, I needed to be aware how many members are really in conflict whenever I have, or try to have, a meeting with the EPDP Phase 2 team. And you can see the amount of people. So many of the IRT are involved in the EPDP Phase 2. This was the reason why I elected to defer to the EPDP Phase 2 team in scheduling our ICANN 71 meeting and changed our own timeline.

Of course, this EPDP Phase 2 team composition is important for us to know and the EPDP Phase 1 team participation is also important for obvious reasons. We are trying to talk about what was the intent of the final report and the editors of that policy recommendation. It's very important that we have almost 80% of our IRT members involved in the Phase 1 recommendation creation so I feel pretty confident that when

the IRT speaks, that I am hearing the EPDP Phase 1 team directly. So that is, indeed, a luxury.

In addition, if you look at these two charts at the bottom, one is the IRT members by affiliation. As you know, I tried to balance the IRT so that we have representatives broadly. But it's also important to know where a majority of the participation is coming from. And as expected, Registries Stakeholder Group has the highest membership, then Registrars Stakeholder Group second.

And the attendance for the IRT members is also important for us to know. While we have many IRT members, who actually participates in the meeting our discussion is important for us to know, too. So this is why we created this chart. Let me know if you have any questions or thoughts about this IRT membership analysis that Sam did for us. Is it meaningful? Does it help you?

Okay. No comments? Then we'll move on to our IRT 71 session schedule. It's now published, as you know. It's here. So please register and show up here if you register. And we can see many have already but we would like to see all the IRT members register, of course. So when you do register, people will know your name and perhaps your photo, if you have included it. And just in case you need, this is the information for the Zoom session and the way to participate.

The way I think we're going to conduct the IRT meeting is no different than the last time we did this. In other words, we want to maximize the benefit for the IRT members because it is an IRT working session and we do not want to turn this into a presentation to the public. But at the

same time, for those non-IRT members joining us to see how we're working, we are going to do a brief overview of the policy implementation project and leave some time for potential questions from the public.

As I recall, last couple of ICANN meetings, we really did not have questions from the public, as I recall. So that may be a good thing or I'm not sure. I think that we are maybe doing a good job of explaining what we're doing and how we're doing it and communicating effectively so that there isn't any questions. So that's good, right?

So getting back to the agenda. Alex has a comment. Go ahead, Alex. You have your hand up. Do you have a comment on the session? Are you speaking? I'm not hearing Alex. Is everybody hearing Alex?

SAMANTHA MANCIA: He said in the chat he's having audio issues.

DENNIS CHANG: Oh okay. You can chat to us or just speak up later when you have your audio issue fixed. But we can come back to the ICANN IRT session later, if you want. As I said, don't expect anything new and different. We're just going to keep working. That's the agenda item number two so let's get to our agenda item number three, starting with our RedDoc and Transfer Dispute Resolution Policy.

This was a RedDoc we had been working on. I see some marks where we had talked about it, even in March. But let's see. Per our agenda, we need to look at section 3.1.4.xii.b so let's go look at that, 3.1.4.xii.b.

Here. There's some wording changes, WHOIS to RDDS, and "including, if applicable, the value of any registration data redacted pursuant …" I think this is where we had left it off. We wanted to look at this to see if these are a good way to make your additional language here, "including, if applicable, modifications to the value of any registration data redacted pursuant to the Registry and Data Policy. This was added by Isabelle in February. I don't see any comments.

SAMANTHA MANCIA: I think under b, if you click on the pink language there, you added a note for the IRT that we're just bringing this up for discussion.

DENNIS CHANG: Yeah. We understand there's TDRP PDP going on so what we talked about is we want to minimize any changes and only change things that we think is really necessary for our [cross-]implementation. Does everybody agree? No disagreement? Then we'll keep going. I think that was it for this one. We reviewed everything else before.

SAMANTHA MANCIA: That's correct.

DENNIS CHANG: Okay. Thank you, Samantha. Samantha has been doing just an awesome job on keeping track of these things. And I have to tell you. I just came back from a vacation. It really helps. These notes … RedDoc. So this one is the Uniform Domain Name Dispute Resolution Policy. First thing is

Section 2, Communication a.i, review of box with clean language. Okay. I remember this. Section 2. This is the clean language Marc had asked for and I wrote it down. And I think it's ready. If you had any other comments on this, let me know but I think it's okay to go. I'll give you a moment to read it, if you haven't read already.

"Where did you go, Dennis?" Hey. You can't hear me?

SAMANTHA MANCIA: That was in reference to your vacation.

DENNIS CHANG: Oh! I went to Yosemite, Marc. Oh my god. Of all the bad that COVID has happened, Yosemite has locked down their attendance. They got rid of the shuttles. They limited the crowds. Only let small amount of people and cars in. So it was like going back to … I don't know. I've never seen the Yosemite Park so vacant, and so less crowded, and so enjoyable. I didn't have to wait for anything. There was no waiting. We had bicycles. We went all around.

I highly recommend it. Go, go, go to Yosemite before they open up and we have a million people coming. Obviously, I'm in California so it's nice and easy—not that easy but it's about a six- to eight-hour drive. It's still quite worth it. Yosemite National Park, everyone—my number one favorite place in American national parks, the Yosemite Valley. Okay. That is my little travel recommendation for you. But go there when I'm not there.

Okay. Any comments on this box language? Otherwise, Samantha, mark it reviewed. Then we can continue.

We will go next, Section 2 again, a.ii.A. We wanted to talk about billing contact, a.ii.A, here. Obviously, we're deleting administrative. But billing contact, I remember last time maybe we touched on this. Maybe we didn't. Maybe it was from another document. I'm getting confused. But we're not going to touch the billing contact because the recommendation was silent on this. And if the PDP team decides to do something with billing contact, they're going to do it. I don't think we should do anything so that's what we're doing. Comments? Marc, go ahead.

MARC ANDERSON: Hey, Dennis. Vacation sounded awesome. Thanks for sharing. On line a there, I have to say I super don't feel strongly about this. But just throwing out there. Another approach might be to just tack onto the end of this, "as applicable," because while administrative contact isn't required anymore, Contracted Parties are free to provide it still. So while it's true it's not required, it's possible that it still exists. So rather than deleting "administrative," it might make sense to just put "as applicable" at the end of that line. But like I said, I feel like I'm splitting hairs and I don't feel strongly about this. Just throwing it out there as an option.

DENNIS CHANG: You mean keeping the word "administrative" and saying "applicable," or deleting the word "administrative" and saying "as applicable?" Which one is it?

MARC ANDERSON: Leaving administrative and then putting "as applicable."

DENNIS CHANG: Ah. I see. Jody, let me hear from you.

JODY KOLKER: Hi. I'm just curious about the billing contact. I'm not sure if I missed anything here. But the billing contact is no longer required, I believe. Or maybe it was never required. I'm not sure. Usually we have a registrant, technical, administrative, and billing. I thought the billing contact was being deleted also, as long as the administrative. I guess I missed that discussion. I'm just wondering for a recap. Thanks.

DENNIS CHANG: Any comments? Alex has their hand. I think I agree with Marc. The billing contact was never a subject of discussion so we didn't feel the need to do anything about it. And if we keep to our principle of just changing things that are necessary because of the policy implementation then I can only see deletion of administrative. Alex has their hand up. Go ahead, Alex. Do you have your audio?

ALEX DEACON: I hope so.

DENNIS CHANG: Okay. You got it.

ALEX DEACON: I think that's right. Billing contact was out of scope for Phase 1 so I don't think it's appropriate to delete it in this consensus policy. It doesn't make sense. But I think I do agree with Marc. The data for these fields—administrative, billing, technical—could be available. And if they are available, they need to be sent. Thanks.

DENNIS CHANG: Anybody else? Beth Bacon. Oh, no. Beth is in the waiting room, Sam. Let's hear from Beth. Or we'll ask Beth when she comes in. Let me know when she's in.

SAMANTHA MANCIA: She's in now.

DENNIS CHANG: Okay. Hello, Beth. Welcome.

BETH BACON: Oh, hi. Sorry. I got kicked out and had to dial back in. Did you call on me in my absence?

DENNIS CHANG: Yes. We have a question for you.

BETH BACON: How do you time that so perfectly?

DENNIS CHANG: So in 2(a)—what's on the screen—2(a), we're proposing deleting the word "administrative." And then, there is some questions—some suggestions from some of the IRT members to keep the word "administrative" and adding maybe a parentheses as applicable. What do you think about this?

BETH BACON: Why are you picking on me on this one?

DENNIS CHANG: We want a fresh perspective. I thought it was so obvious when I first looked at it. Now the guys are making me think.

BETH BACON: Other than maybe a fresh perspective. That is hilarious. We've all been on here forever.

DENNIS CHANG: Well, make it up, of course.

BETH BACON:	Let me read through it really quickly. I apologize. Why do we want to remove "administrative?"
DENNIS CHANG:	Oh! The way I understood the Registration Data Policy, if you ask anyone what does it do, I think the first thing that they would cite is, "Oh. We're deleting the administrative context." That's why we thought about deleting the "administrative." And we've been going around deleting the word "administrative" in just about all our other documents. But Marc has a good comment and the Alex and Brian has a good input here. If the administrative contact is available, let's submit it. So there's no need to delete the word "administrative." We just say "as applicable" would suffice in this case.
BETH BACON:	My two cents, since you did call on me and now I've chatted with you and subjected everyone to it, I think that if the recommendation doesn't say to take out administrative with regards to the UDRP, then I think it's fine to keep it in. If there are concerns that the administrative contact won't be available, then it's not available. And I do think the "as applicable" makes good sense there because that notes that some of these won't be available.
	I'm happy to have you guys shout at me and say that's ridiculous but because it is the UDRP, there is an assumption that there's been some good effort and work put into this and there's very likely a legitimate interest because you're already in a legal proceeding. All right. That's it. Thanks.

DENNIS CHANG:	Thank you for your input. Alex, did you want to comment again?
ALEX DEACON:	No.
DENNIS CHANG:	Okay. So let's do that. We're going to keep the "administrative," so reject this comment. Okay. And then add the "as applicable." Thank you for that. Makes sense. Mark SV, that wasn't so trivial. That was rather meaningful. Thank you for that and let's move on to the next one.

DENNIS CHANG: Section 2, Communications, reference to … Oh. This is the correct reference. I think we fixed this already. And this is 2 Communications 2.a.iii.b. This here. I think this is the corrected reference so we should be okay. So let me know if you guys find that we're referencing, think that doesn't exist, and the wrong places, too. That one's good.

And then, removal of "registered name holder" in Section 3, Complaint b.v. Oh yeah. "Respondent" is good enough. I think we can just delete this, per Brian's comment. And I think we already agreed, last review. I agreed, actually. I don't think there is any disagreement from the IRT so that's okay, then. Let's mark this as Brian's input accepted.

Okay, Sam. Slow me down if I'm going too fast. Section 19, about fees, "5" with "6." Oh. This is another reference, Section 19. Fees. Section 19. Oh yeah. This is the wrong … 19 Fees. Here. This is changing the pointer to the right places. Thank you. So those are done.

Now we're RedDoc IRT URS. So let me close this, open this. Finish review from 2021/05/19 meeting. Going to Section 2, Communications, a.i. Okay. We're going here. Registration data, the capitalization, RDDS reference, and this addition. I don't see any IRT comments here. Here, we are deleting the administrative contact, as you see. So check on this for us.

SAMANTHA MANCIA: I said in the chat it was a task for the IPT to confirm that this language was consistent with the UDRP. So we did our check and confirmed that yes, it is.

DENNIS CHANG: Oh yeah. That's right. I remember. That was our homework. Thank you so much. Thank you, IPT, for doing that. Alex, go ahead.

ALEX DEACON: I think, just to be consistent with our previous agreement to keep admin contact, we should probably keep this one here, also. Again, this is about sending notices of complaints. So it seems logical to me that we would keep admin contact if applicable. Tech contact, same. Or "if present—" whatever the best wording.

DENNIS CHANG: Marc, what do you think? Do you agree?

MARC ANDERSON: Actually, I don't. I think it's slightly different. We're getting in to nuances here but the text we're comparing this to is the Communications box—the one we looked at earlier, not the second discussion about the subsection a. If you look at what's in the box itself, in the IRT discussion, it's the same as what you have here, where it's the domain name holder and, if applicable, the technical contact shown in the domain name's registration data … So I don't think it's quite … I don't know. Long story short, I support having the language that's there currently.

ALEX DEACON: Okay. I guess I don't understand how they're different. I'll have to read it again. This is, again, communication to … What's the word? I'm looking for it—to the respondent, I guess. I don't see how this is different but I may be missing it. Why wouldn't we want to send a notice of complaint to all email, postal mail, and facsimile addresses below? Why would we not want to have admin contact as one of those, similar to as we decided before. I don't see the difference here. But again, I may be not understanding.

DENNIS CHANG: Marc?

MARC ANDERSON: Sorry. I'll just jump in. The language we're trying to be consistent with is what I just pasted in. It's from the UDRP section. So I think this is the language we're trying to be consistent with and I think that's what's there.

ALEX DEACON: Forget about being consistent. Why wouldn't we want to forward a complaint …? Why are you arguing that a complaint shouldn't be forwarded to all email, postal mail, and facsimile addresses, blah, blah, blah. Why would you want to not have that sent to the administrative contact if it does exist? Again, I'm just trying to understand.

MARC ANDERSON: Maybe I'm missing it but wouldn't that be a new change? I don't think that was there previously. I think we want to avoid making substantive changes. I think it was not going to admin previously so changing it to go to admin would be a substantive change.

ALEX DEACON: Oh. I see what you're saying. So the strike-out is something that we added and then struck out "and the administrative contact—" the redline there in Section 2.a.i, at the end of it?

MARC ANDERSON: Oh. Okay. Yeah. Then maybe I'm wrong. Maybe it was there initially.

ALEX DEACON: Yeah. I'm suggesting if it was there initially, then we should keep it for the same reasons as we discussed above.

MARC ANDERSON: Okay. My bad. I was thinking that was a new change, which I wouldn't want to do. Then yeah. Then I change my mind. I think you're right. The same change of putting "as applicable," then, would make sense. So yeah. Based on—or to keep it, again, with the qualifier. Yeah. So Roger said okay to keep but again with adding "as applicable." So yeah. I think we're now saying the same thing.

DENNIS CHANG: Thank you. And I think that's okay. That works. Yeah. I think we were pretty fixated on finding all "administrative contract" and deleting and that's probably the wrong thinking—simplified thinking. So thank you for your input.

MARC ANDERSON: Hey, Dennis. If you could go back real quick. Sorry. I'm just jumping in. Roger made a point that you added an "and" before the technical contact. We want to remove that.

DENNIS CHANG: I'm leaving some notes for Isabelle and Sam to follow. Thank you for that. So that was … Where was I?

GENIE CHOU: Hi, Dennis.

DENNIS CHANG: Hi, Genie. You have a comment? Please do.

GENIE CHOU: I've got a quick question. Since for these sections, we're trying to keep administrative contact and then putting in "as applicable," should we also take a look back at UDPR rules 2.a.i? Because the clean text that we provided in the box also deletes references to administrative contact.

DENNIS CHANG: We should. Okay. Let's go back and look at that again. We're having second thoughts on … Was it this one?

GENIE CHOU: Yes. It was that one.

DENNIS CHANG: There. Oops. I shouldn't have [inaudible]. We deleted … Where is it, administrative contact? Here, "and the administrative contact." Yeah. We deleted it. So we want to add "technical contact." We deleted "technical contact" and … Okay.

GENIE CHOU: The reference to the domain name holder and, if applicable, the technical contact actually starts at the beginning of that phrase. So right after you see capital letter A.

DENNIS CHANG: Oh, here.

GENIE CHOU: Small letter i, capital letter A. Yeah, where Marc has his little cursor.

DENNIS CHANG: Here? Yeah, Marc.

GENIE CHOU: So we only kept "domain name holder and, if applicable, the technical contact."

DENNIS CHANG: Oh yeah. Okay. So we should change that. Yeah. The domain name holder … Oh, if applicable. Yes. So we want to do something like "domain name holder and, if applicable, the technical contact and the administrative." I don't know if that's showing up for you guys. Is it clear that "if applicable" applies to both technical contact and administrative contact? Okay, Marc, "For the domain name holder, administrative and technical contact, if applicable …" Let me try what Marc is giving me here. "For the domain name holder, administrative and technical contact, if applicable." Okay. Does that do it? It's better. We're trying to be consistent.

SAMANTHA MANCIA: We have a hand from Beth.

DENNIS CHANG: Go ahead, Beth.

BETH BACON: I was putting it down right when you called on me. I think I'm okay.

DENNIS CHANG: Okay. Thank you for confirming. You're okay. Beth is okay. Okay, okay. Thank you, Genie for pointing the … Yeah. I do want to get this one done and post it so it will be good. So, Sam, where was I? Lead me.

SAMANTHA MANCIA: Yes. We were on URS rules.

DENNIS CHANG: Uh-huh. URS rules.

SAMANTHA MANCIA: And then section three.

DENNIS CHANG: This one here?

SAMANTHA MANCIA: The link below.

DENNIS CHANG: Oh.

SAMANTHA MANCIA: Yeah. That one.

DENNIS CHANG: Oh. Here?

SAMANTHA MANCIA: Mm-hmm.

DENNIS CHANG: Okay. We're on agenda 2a. Okay. So Section 3.b.iii, revisiting this section after assigned to IRT for review. Okay. Section 3.b.iii. Oh, this one. Okay. Let me see. Is there any IRT comment on this? No? Okay. Any comments on this? Is this okay the way it is? I see some comments. I think those are for previous sections. We may have to go back and look at that again. So for all these, we are going to publish for public comment and we'll all have to review this one more time after we receive public comment. So we're not done because we're done today, for example. All right. No comments there?

We want to go back to the other one. Let's see. What is the other one? Other one is … How do I go back to here? Suggestion, "as applicable," not "if." "As applicable?" That's fine, "as applicable." "Do you also need to add back to a also?" Jody, do you mean …? Jody, go ahead. Tell me. Jody, you have the mic.

JODY KOLKER: I'm sorry. Can you hear me now?

DENNIS CHANG: Yes.

JODY KOLKER: I was just wondering if you need to add it underneath a again, where "administrative" was taken out. If we're adding "administrative and technical contact, as applicable," again in i, does it need to be added to a again?

DENNIS CHANG: Didn't we add it?

JODY KOLKER: Was "administrative" added back in?

DENNIS CHANG: Yeah. Right here.

JODY KOLKER: I'm sorry. I guess I missed it.

DENNIS CHANG: Yeah. Marc added it.

GENIE CHOU: Maybe if you scroll down a little bit under small letter iii and then capital letter A, we had actually deleted "administrative contact" right there.

JODY KOLKER: That's what I'm talking about. Yes.

DENNIS CHANG: Oh, this one. Yeah. We talked about it and I said that we're going to reject the deletion. Maybe I should just go ahead and reject it. Hey, Sam. Keep track of this, okay? Maybe this is too difficult. There. That's what we want. Agreed? Okay. Thank you. Yeah. This keeping the redline version in redline is difficult. So we'll have to make sure that this get reflected as a redline when we are done with this and we'll do that. Thank you for that. So this one's done. The next is … Is it this one?

SAMANTHA MANCIA: Yes.

DENNIS CHANG: Thank you. Okay. So we haven't reviewed this, I guess. Or maybe we reviewed the changes. This is your normal note. Where is the first part? Here is "RDDS" instead of "WHOIS." I don't see any IRT comment. There's an addition. Alex made a comment on this one, "While this matches Rec 23, I thought the focus of this redline exercise was the terminology only. This seems more than terminology update to me."

ALEX DEACON: You can ignore this, Dennis. This is a long time ago.

DENNIS CHANG: Okay. So we'll just clear this chat. No. Not that. Okay. Thank you. Okay and this here, there's no comment. These are just section reference changes as we see them. How about this one, Alex?

ALEX DEACON: Same thing. You could ignore that.

DENNIS CHANG: Okay. So we can reject these changes. So, Sam and Isabelle, come back and reject the changes later. I'll delete the comments. Okay. That was easy. I don't see any more hands. Okay. We'll continue. So then we close this.

And 146. Any comments here, if you notice anything? We're basically replacing "WHOIS" with "RDS." No IRT comments. And some common-sense sort of addition here. I'm looking for IRT comments. So if you made any comments or have any, just stop me. Oh. I'm correcting spelling, too. Oh. This is the wrong … The rules. Okay, procedures. This was the procedures.

GENIE CHOU: Sorry, Dennis. I have a quick question. I know previously we were trying to be consistent with the use of "registered name holder" but we

decided not to do that anymore. I think we might have some changes we need to undo in this one. But if you could just scroll down really quickly.

DENNIS CHANG: Yes. I think that was a good revelation or a good decision. I do want to avoid any changes that we don't absolutely need to make. So did we do some—

GENIE CHOU: Yeah. This is 4.3.

DENNIS CHANG: Yeah. Tell me what—

GENIE CHOU: So under 4.2, so under the references, where we changed "registrant" to "registered name holder," I think we should undo those.

DENNIS CHANG: I agree. What do you guys think, IRT? Do you have any objection to what Genie is suggesting? Yeah. This is something that we decided along the way. We do want to just keep the registrant, if we don't have to change to registered name holder. And in this case, Genie was suggesting that this is a case that we do that. Okay. So I don't know if this is going to help but, Isabelle, you can stop me if I'm hurting. Can I just reject this or do you want me to—

GENIE CHOU: Yeah. You can reject them.

ISABELLE COLAS: Yeah. Go ahead, Dennis.

DENNIS CHANG: Thank you, ladies. It's hard for me to make these notes, especially when we're undoing … Like here, right? That's a good catch, Genie. Thank you for that. Are there more? I don't see any more, do you?

GENIE CHOU: I think we got them all.

DENNIS CHANG: Thank you so much. Good work. And the next one is Transfer Dispute Resolution Policy. Whoops. I shouldn't have done that. I keep doing that. Okay. I don't want to lose the agenda. Marc is already on it. I see. You are ahead of us. That's good. Catch me up. Is there any changes?

SAMANTHA MANCIA: I think this is my mistake because we already had this at the top of the agenda.

DENNIS CHANG: Oh. It is a repeat? Okay.

SAMANTHA MANCIA: I put it twice.

DENNIS CHANG: You did this again? No wonder Marc was there. Marc, you are behind. You are still the old documents. Okay. Thank you so much. That was done. So this one is next, right. Okay. I forget whether we actually talked about this or we ran out of time. So let's just refresh.

SAMANTHA MANCIA: I have a note from the last time we discussed this, that we were considering sending it back to the GNSO Council.

DENNIS CHANG: Yeah. That is always an option if the IRT really needs the GNSO Council's help for this. But I don't know whether we do because it doesn't seem like it would help. As powerful and knowledgeable as this IRT is, I think we can make this decision. Beth, you have a suggestion. Go ahead.

BETH BACON: Why do you guys think it's an objection?

DENNIS CHANG: A suggestion.

BETH BACON: Oh. I thought you said "objection." I was like, "Dennis, that hurts. You're breaking my heart."

DENNIS CHANG: You're hearing "objection?" I said "suggestion—" helpful suggestion.

BETH BACON: I was like, "Oh. Burn." So I just wanted to note. I'm sure ICANN staff knows and then some others. We are reopening the working group to revise the actual WHOIS conflicts procedure. So I don't know how much we want to invest in this if that group can, perhaps, make changes. But I do not object to changing to "Registration Data Directory Policy." I just wanted to flag that, that work is going to kick into gear soon.

DENNIS CHANG: Yeah. That's a good input. Yeah. That's why I want to make as minimal changes as possible. But I think in this case, we thought about it a lot, actually. And we couldn't come up with anything better than what we have here, suggested changes. So I think we should just leave it like this and move on. Marc, do you have a suggestion?

MARC ANDERSON: Not so much a suggestion. Maybe a little. So we're talking about my comment, right?

DENNIS CHANG: Yeah.

MARC ANDERSON: Okay. Just making sure we're on the right section. Remember when we first started talking about "WHOIS" being a loaded term. It could mean the service, the data sometimes, the protocol, and the registration data itself. And I think in this case, this is one of those cases where it has a broader meaning. This procedure is about, really, any conflicts residing from the processing of gTLD registration data.

When I raised it, I didn't raise it necessarily as an objection, just more like a point of order. I noted your comment, Dennis. You say, "Compliance reviewed it and they think the redline would work." I don't think I disagree. Using a negative there. Apologies for that. I think as you read through the rest of the policy, it's pretty clear on the scope. So changing the title from "WHOIS" to "Registration Data Directory Services," that's just a change to the title. That doesn't actually change the scope of all the content that follows.

So that's a long way of saying when I flagged this, I didn't flag it necessarily as an objection, just harking back to that earlier conversation we had about what does WHOIS mean? Does it mean the service, the protocol, the data itself? What are we talking about there? So sorry if that was long-winded but I thought it might be worth adding a little context there for why I added that comment in the first place.

DENNIS CHANG: Yeah. And actually, because of your comment in the first place, it made us think about the whole thing—just like the thought process that you went through. We all went through that, took that journey. And just like

you said, if you look at the requirements below, I think it still works. So I think we should go with what we have here and let the other teams invest their time in doing something different. I think that's enough for us. Okay. So that's okay. Thank you.

Next item. And as Sam reminds us, we always have the option to go back to the GNSO Council and we have a GNSO Council liaison here. I don't think there's anything that I know of, in terms of the redlines that we have identified so far. Do we need to talk about this? Roger, let's see. 0.5. "I understand leaving the WHOIS mentions in … is not historical so it seems WHOIS …" Okay. Oh, okay. Sarah agrees, Roger. So this is not … So we should be … I think Roger is suggesting changing here, RDDS. I think you have a good point. And here. Right, Roger? That's what you're suggesting, changing these two "WHOIS" to "RDDS?"

ROGER CARNEY: Thanks, Dennis. I believe so. This was from a while ago. So as I'm reading back through it, that looks like that's what I was suggesting. And as I read it, it makes sense.

DENNIS CHANG: Yeah. It does. Anyone else? Let me just show you what … This is what we're proposing, Roger, and I, and Sarah. Plus one? Okay. Thank you for that, Roger. Thank you for leaving that note for us. Let's see here, "Would it help to include conflict here and other locations, 'RDDS Conflict Proceeding?'" Instead of "RDDS Proceeding," say "RDS Conflict Proceeding." Yeah, Roger. What is RDDS Proceeding? We are talking about conflicts here. What do you guys think?

ROGER CARNEY: Hey, Dennis. Again, this one was from quite a while ago so I'm just trying to read through again. I think I was just trying to get specific so that … It wasn't trying to change scope or anything but I don't know that it matters a lot. I just think it'd help clarify. Thanks.

DENNIS CHANG: Yeah. I think it does. I think it helps to say, "This is a notification of RDDS Conflict Proceeding" instead of just "RDDS Proceeding." Yeah. I think that's helpful, writing the word "conflict." I don't think that we change the scope. Marc, go ahead.

MARC ANDERSON: Yeah. I think Alex noted in chat, "Leave it for the review team." And I think I agree with Alex. Maybe I'd be more swayed by Roger if a review team wasn't just spinning up now. But since it is, maybe we should stick with our precedent of minimal changes.

DENNIS CHANG: Okay. It's fairly obvious what we're talking about. We probably don't have to spell it out. We're trying to be helpful but yeah. You guys are right. Thank you, Alex—reminding us. In our enthusiasm for doing a good job, stuff is holding us back.

Okay. Next item is … There's another one, Roger, "Comply with its related contractual obligation." Okay. What do you think about this one?

Should we leave it for the next team, following our principle? Go ahead, Roger.

ROGER CARNEY: Thanks, Dennis. I think when I put this in, I was thinking similar to what Marc was thinking on the title, where WHOIS is bigger than RDDS. And I wonder if we're changing the scope of complying here by just saying "RDDS." That makes the scope narrower. I don't know. Again, this has been a few months but when I read it this time, it's what comes to mind. So thanks.

ALEX DEACON: Just real quick. I'm not too sure it's better. One thing I think it does do, that addition—and I'm not a lawyer—but it makes it more vague and wishy-washy, which I think is never a good idea in a document like this.

ROGER CARNEY: Hey, Alex. You're saying my suggestion of "related" is more wishy-washy?

ALEX DEACON: I think so.

ROGER CARNEY: Okay. And again, I'm not stuck on this. I just thought I was trying to make it clear. So if everybody's good with the change, I'm good with it.

DENNIS CHANG: Okay. Let's leave it, then. Okay. Thank you. Let's see. Betty made a comment, "Why 'or?'" I don't know but I think keeping with our principle, I don't think we want to try to interpret what the original language is if it's not impacted by Registration Data Policy Implementation. You okay with that, Betty? Leave as is? Betty? Okay. I'm not hearing her. Okay. Yell out, Betty, if you object to the note here that I just made. Let's see. Why do I say Alex here? Was I trying to catch your comment here, Alex? Do you remember? I don't know what …?

ALEX DEACON: I'm not too sure, Dennis. This could be an Amr question. I don't know what that means.

DENNIS CHANG: I did that before, didn't I? Sorry about that. Yeah. I don't know what it means but yeah. These are links. Okay. That one is done so we are done with the RedDocs on our list, right?

So we have OneDoc that we are going to talk about next. Let's go through the OneDoc. First section is, "Describe instead of define." This is a minor word change in the introduction. I think that was a better suggestion. And the next item is this one, adding "registration" instead of just "data" for clarity, 3.5.

And here, we added the word "lawful," per our last discussion and we added it right. So they are both "reasonable request for lawful disclosure," and "important request for lawful disclosure," and

collectively, "disclosure requests." 3.10 is same words but we've indented out for formatting purposes. This 3.6 and 3.7 are going to be gone soon and these will probably be renumbered later. So in fact, we have 11 definitions. Let's see. Let's see where those are going to go.

SAMANTHA MANCIA: You have a hand from Beth.

DENNIS CHANG: Hi, Beth. Go ahead.

BETH BACON: Hi. Sorry. Can you go back real quick? Can you scroll up to the "urgent request?" There we go. My question is why do we have "urgent request for lawful disclosure" in 3.9 but then also give it its own definition in 3.10?

DENNIS CHANG: There was a lot of discussions on what "urgent request" meant. That was part of the charter that we had from the recommendation. We were to define it and, therefore, we defined it.

BETH BACON: Oh, no. I wasn't objecting to having it. I was just wondering if we have "reasonable request for lawful disclosure," are you just trying to capture all the different types of disclosure requests in one definition in 3.9 and then just adding that extra context?

DENNIS CHANG: Yeah.

BETH BACON: Okay. I was just making sure. I was just like we don't need to define it twice. I have no comments on 3.10. We all talked about it.

DENNIS CHANG: Yeah. Thank you for remembering.

BETH BACON: That's [inaudible]. That didn't [inaudible].

DENNIS CHANG: I know. That was hard but we did it. Oh my goodness. Okay. Next item is 3.9 … 7.6, deletion and addition in 7.6. Here. So we are deleting these words up here and we're adding this explanation. And further, we're suggesting this explanation of example be moved to implementation notes. I don't see any comments from IRT on this. Okay. If no objection for moving to Implementation notes, right, examples? I think this is better. We had some suggestions that we do that from other people, too. Okay.

And implementation notes, right? So let's look at implementation notes. We had at the bottom. Here we go. We have A, B, C, D, E. So it will be added to another implementation note. And while we were here, I wanted to clean this up. This is the language simplification. This policy is

obviously Registration Data Policy so we don't need to keep repeating these words, "Registration Data." And then we had to update this link. We had an obsolete link and our technical folks told us the right link to use. That's E.

And E is some language changes to make it easier to read. And instead of "applies to registrar," we'll just say "permits registrar," which is what we meant to say—the intention. Any comments on these rewording of the notes?

The next item is Section 9, notes at the bottom by Alex. Now, this is Alex. I'm sure it was.

SAMANTHA MANCIA: Sorry. I missed this. Did you review the link in implementation notes B?

DENNIS CHANG: Mm-hmm.

SAMANTHA MANCIA: Okay.

DENNIS CHANG: Yeah, this one. Let me click on it so you can see where it goes. This is where we are trying to link to. So check on it. If it's wrong, let us know but we think that's the latest.

SAMANTHA MANCIA: And then back in 7.6, there was a comment chain in there. I just want to make sure that's been addressed and we'll keep track of all that.

DENNIS CHANG: 7.6?

SAMANTHA MANCIA: The highlighted text. Yeah.

DENNIS CHANG: Sarah is not here, right? Amr? Is Amr here? No. Okay.

SAMANTHA MANCIA: I recall an IPT discussion. We were a little confused on this one.

DENNIS CHANG: Yeah. Let's let Marc talk to us about it.

MARC ANDERSON: That's a lot of pressure. All right. So this gets to Rec 12. The Org feels it's covered in Rec 12. What I'm thinking may be the concern is that the language that's deleted, I think, deals with how to handle existing registrations, whereas the new language is specific to how a registrar would handle new registrations. I think it's good as far as how it would handle new registrations but in the edits, the process that the registrar would have to go through to figure out how to deal with existing registration data is not here. But that may be deliberate because that's

the section of 12 that is, as far as I know, still part of an ongoing GNSO Council/ICANN Board consultation. Remember, there were portions of Rec 12 that—

DENNIS CHANG: Yeah. We're still waiting.

MARC ANDERSON: Yeah. So I think Sarah's comment refers specifically to the procedure that you would follow for existing registrations. But the edits have … Her comment has maybe been overcome by events with the edits, which now seem to make this recommendation about how to deal with new registrations and maybe we just want a placeholder in here to take into account how to deal with existing registrations once that Board/Council consultation wraps up.

DENNIS CHANG: Okay. That's valid. Existing registrations covered in the implementation notes. Yeah. That's right. I remember. We had a lengthy write-up on existing registration. Where is it, Genie?

MARC ANDERSON: Dennis, if I could, I think it's covered in the … Yeah. It's also the implementation notes in Rec 12, too, which is worth looking at as well.

DENNIS CHANG:	Yeah. Here. For registrations, preexisting policy. Yeah. I think we went over this language and it was acceptable for the preexisting conditions. "There was, at some point …" Yeah. Berry's right. At some point … Yeah. At some point, that is going to happen. But if her comment was for an existing registration, it's captured here. Whatever the Board decides, we would have to react to it later and confirm what we have is accurate or we need to change. Roger, go ahead. You have your hands up.
ROGER CARNEY:	Thanks, Dennis. I think I'm going to try to channel Alex because I think Alex has said this many times. What's the purpose of the implementation notes? Didn't we decide that we were getting rid of most of the implementation notes and they were going to get integrated where appropriate?
DENNIS CHANG:	No. We didn't decide that.
ROGER CARNEY:	We did not?
DENNIS CHANG:	We actually decided the opposite. We decided to create the implementation notes so that we don't burden the requirements language and make it easier to follow. What we did decide was to get rid of the appendixes.

ROGER CARNEY: Okay. So the implementation notes carry what weight, policy-wise? These have to be followed?

DENNIS CHANG: As long as they're consistent with the policy language, yeah.

ROGER CARNEY: I hope we can make that happen.

DENNIS CHANG: Yeah. These are examples. We want to—

ROGER CARNEY: So implementation notes are policy, then.

DENNIS CHANG: Well, yeah. We consider the whole thing policy. And if there is examples given in the implementation notes, as, "This is how you might do it," of course they don't have to do it that way.

ROGER CARNEY: Okay. I actually had my hand up for the previous discussion on the reference to DNSSEC.

DENNIS CHANG: Oh! Thank you for that. Yeah. You are the guy. This one.

ROGER CARNEY: Yeah. Because that draft is specific. That protocol draft is specific to registries and not registrars.

DENNIS CHANG: Oh?

ROGER CARNEY: It says it right there in the abstract. The last three words are "domain name registry."

DENNIS CHANG: Yes. Well, "domain name registry," do they mean the entity registry or the registry of the domain name?

ROGER CARNEY: As a registrar, we have no contractual obligation to use this.

DENNIS CHANG: Well, none now. But once this policy is enacted, maybe you do. No?

ROGER CARNEY: Well, that's what I'm saying. We have to be careful because I think registrars need to notice, then, that they're going to be held liable for

other additional things included in this. It's not just a letter C in one of the implementation notes. It's actually adding contractual requirements for registrars that they don't have today.

DENNIS CHANG: Wow. I didn't know it was that significant.

ROGER CARNEY: I'm not trying to say how significant it is. I'm just saying that it's adding contractual obligations that we don't have today.

DENNIS CHANG: So does the registrar have obligations for DNSSEC right now?

ROGER CARNEY: We do have some. Yes.

DENNIS CHANG: Okay. But you're saying it will not use this as a reference.

ROGER CARNEY: Correct. It's in our contracts.

DENNIS CHANG: Okay. That's an interesting point.

ROGER CARNEY: Again, I haven't read through that whole document in the last couple years. I've read it before and I can't say that I remember it so I'll have to read it again to see if it—

DENNIS CHANG: Can you? Yeah.

ROGER CARNEY: I think all registrars should read it, just in case they're not following it.

DENNIS CHANG: Yeah. Please. I would appreciate that if you could. Thank you.

ROGER CARNEY: Thanks, Dennis.

DENNIS CHANG: Thank you, Roger. Okay. Where were we? We were talking about the existing registrations, and the comments on this comment, and the potential Board resolution. So number one … Marc Anderson, go ahead. Do you have a comment on this?

MARC ANDERSON: Yeah. This is back to escrow specification. Or sorry. "For DNSSEC, please refer to …" Yeah. I don't know. I was just raising my hand to agree with Roger. Yeah. I think maybe we'll have to take the homework but that particular draft was certainly intended for registries. There's no

consideration from registrars in this. So there may be some unintended consequences of applying that to registries and registrars. So yeah. I think that's a good item to flag from Roger and definitely something we should take a closer look at.

DENNIS CHANG: Yeah. Thank you for doing that. Yeah. Appreciate it. I would not even know that. I didn't even understand the subtle difference. Okay. So that's a homework for you. Thank you so much. So for that, that's done, I think.

So let's move on to the next item, which was note at the bottom by Alex in Section 9. Section 9, Alex, this is for sure you, not Amr—this here, Alex. So, Alex, do you want to talk about this one? It's not clear to me where the …

ALEX DEACON: Yeah. If you remember, Dennis, it seems like last century but I went through and I mapped all of the obligations in the policy to text in the OneDoc. And these two comments, my intent was to highlight two items in the policy, which I didn't find in the OneDoc. The first one is Recommendation 8, number 2. "The EPDP Team recommends updates to the contractual requirements for registries and registrars to transfer data that they process to the data escrow provider …" blah, blah, blah. I won't read all of it. I didn't see that in the OneDoc or I'm not too sure how that's done or where it's tracked.

So I just wanted to make a note that this obligation seems to have been missed. I don't know. And then the next one is a similar issue if you look at the table in Recommendation 8 in the report, there's additional data elements as identified by the registry operator or its registration policy. And these are optional to deliver. But I don't see additional data elements identified by the registry operator referenced in the OneDoc, even as optional. So these are just two holes, I think, that we need to address.

DENNIS CHANG: Roger, you have your hand up.

ROGER CARNEY: Thanks, Dennis. Maybe I can speak to 8.2 for Alex, if he's concerned about the contractual language part, because registries' and registrars' contracts call out consensus policy. So once consensus policy is written, it's actually part of our contract. So just the fact that this is written down that we have to transfer it is now part of our contract, if that helps, Alex. I'm not sure.

ALEX DEACON: Again, I'm not a lawyer. I'm not familiar with your contracts. But the policy says, "To ensure consistency with the data elements listed below." So it sounds like there's an action to make sure the contracts are consistent with the new data elements in Rec 8. And I'm not too sure who does that, when it happens, how it happens. I just wanted to call out that I didn't see it in the OneDoc.

DENNIS CHANG: I see what you're looking for. I understand. But what Roger said is fair. Time check. It's already 11:30. Sorry that I didn't catch the time earlier. I'm sorry to hold you up. But let's conclude here and then we will see you at the ICANN71. Thank you so much for your support. What we will do is, as I said, we'll continue with our agenda items that we haven't gotten to and we'll continue at ICANN71. See you all, ICANN71, on the 14th. Bye now. Thank you so much, everyone.

SAMANTHA MANCIA: Okay. IRT members have been removed.

DENNIS CHANG: Thank you, Sam. All right.

SAMANTHA MANCIA: Genie, you can stop the recording.

GENIE CHOU: Oh okay.

SAMANTHA MANCIA: Thank you.

[END OF TRANSCRIPT]