Topic	ICANN Position	Registrar Position
1. Definitions	ICANN Staff has proposed a number of new defined terms.	In general, Registrars have no objections to the new terms, except for those identified in the "Consensus Policies and Temporary Policies Specification," and in connection with Registrar Services discussed in the "Data Retention Specification."
2.1 Accreditation	Proposed to remove gTLD appendices	No Objection / Agreement.
2.2 Use of ICANN Trademarks	Staff clarifies the terms of use of ICANN Trademarks	No Objection / Agreement.
2.4 Use of Accredited Registrars	Staff proposes revised definition	No Objection / Agreement.
3.1 Registrar Services	Proposed to remove gTLD appendices	No Objection / Agreement.
3.2.1 Data Elements	Proposed to remove appendices for individual gTLDs	No Objection / Agreement.
3.3 Public Access to Data on Registered Names	(No Position)	Registrar Negotiators request that the port 43 WHOIS requirement be removed for "thick" gTLDs. (Registries offer same data)
3.3.6: Third-party Bulk WHOIS access	(No Position)	Registrar Negotiators want this obligation removed, as the original circumstances (single registrar) no longer exists, and a competitive market is now the norm.
3.4: Retention of Registered Name Holder and Registration Data	Various changes to align with LE Data Retention recommendations	Registrar Negotiators believe that these obligations, as written, are not consistent with Payment Card Industry Requirements (https://www.pcisecuritystandards.org/) , data security standards, and in several areas, in breach of applicable laws on data privacy. Registrars agree to disclose sensitive and confidential data (even out of the scope of the RAA) to local law enforcement agencies upon presentation of a valid court order, but strongly deny such access to ICANN.

3.4.3 Data Retention	Use of terms "ICANN Specifications" or "Policies"	Registrars oppose any reference to any mechanism to change the RAA that is undefined. Registrar Negotiators want to replace all instances of these vague terms with specific language, such as "Consensus Policies," "Binding Agreement," and possibly "Code of Conduct."
3.7 Business Dealings	Use of terms "ICANN Specifications" or "Policies"	Same as 3.4.3, above.
3.8 Domain Name Dispute	Use of terms "ICANN Specifications" or "Policies"	Same as 3.4.3, above.
3.12 Obligations of Third Party Providers	Various obligations regarding third-party resellers	Registrar Negotiators maintain that the Accredited Registrars is always responsible for the domain names under their management, regardless of whether they interact directly with the Registrant or act through a Reseller. Registrars are concerned that further language specific to resellers will undermine this principle and act as a "carve out" for resellers.
3.12.1 - 3.12.3 Resellers	Various obligations regarding third-party resellers	Registrars note that there appear to be redundant language / editing artifacts between these three sections.
3.12.4 Proxy / Privacy Services	Various obligations regarding third parties who provide proxy/privacy services	Registrar Negotiators believe that the data escrow obligation, and other provisions, should be incorporated into an Accreditation Program for these providers, and not in the RAA.
3.19 Additional Registrar Operational Specification	Obligations with respect to IPV6, DNSSEC and IDNs	With respect to the document entitled "" we feel that while encouraging registrars to implement DNSSEC, IPv6 and IDNs may be desirable to some parts of the ICANN Community making the provision of these services a binding part of our contract with ICANN interferes with market forces and registrars' ability to differentiate themselves in the market
5.2 Renewal	ICANN Staff proposes various criteria under which accreditation will be renewed. Registrar must actively apply for renewal of their accreditation	Registrar Negotiators believe that registrars can reasonably expect a renewal of their accreditation, so long as they remain in Good Standing with respect to ICANN Compliance.

7.3 Revocation	ICANN Staff proposes conditions under which they may determine that the Registrar Accreditation model is not practical and that they may revoke this Agreement	Registrar Negotiators believe that this cannot be the sole determination of ICANN Staff, but must include formal consultation with Registrars, Registries, and other stakeholders.