

Second IANA Naming Function Review (IFR2) Meeting 8

19 March 2024 | 11:00 UTC – 12:00 UTC

Meeting wiki:

<https://community.icann.org/pages/viewpage.action?pageId=311558186>

Review Team Members and Liaisons: Alan Barrett, Ashley Heineman, Brett Carr, Carlton Samuels, Edowaye Makanjuola, Jonathan Robinson, Lars-Johan Liman, Rafik Dammak, Rick Wilhelm, Sami Ali	Observers: N/A
Apologies: Olga Cavalli, Peter Koch, Reda Josifi	ICANN Org: Brenda Brewer, Elizabeth Gerber (Technical Writer), Jennifer Bryce, Marilia Hirano, Steve Conte

These high-level notes are designed to help people to navigate through the content of the call. They are not meant to be a substitute for the meeting recording, which can be accessed directly via this [link](#), or on the wiki page linked above.

Agenda Item #1: Welcome, Roll Call, SOI updates

- No SOI updates were offered.

Agenda Item #2: Action Items (all action items tracked in the Google sheet linked [here](#) [docs.google.com])

- The list below is updated with action items derived from the ICANN79 meeting on 6 March 2024 as well new action items from this meeting.

Reference	Date	Action Item	Status
07-01	6 March 2024	As follow up from the 6 March CSC briefing: Co-chairs to consider formally asking the CSC liaison if there is anything they would like to bring to the attention of the IFR2.	<ul style="list-style-type: none">• On hold for future consideration, once the IFR2 gets to a place in its work where it feels it can phrase the question most meaningfully.
07-02	6 March 2024	Co-chairs will pre-select sections from the contract to be assigned ahead of the 19 March meeting. Proposed approach for the next steps after that is for IFR2 members to pick parts of the contract to review in-depth and report back to the team.	<ul style="list-style-type: none">• Team will kick off the contract review as a group (see item 3 of the 19 March agenda).

08-01	19 March 2024	Review team to read RFC 1591 and FOI documents before the 2 April meeting.	<ul style="list-style-type: none"> The RFC 1591 document is linked here. The FOI document is linked here.
08-02	19 March 2024	Review team to put together a list of questions for the PTI team.	<ul style="list-style-type: none"> The team will schedule a meeting with PTI next month to go over definitions and walk through some of the definitions in the contract.

Agenda Item #3: Kicking off the review work: Review and discuss [IANA Naming Function Contract](#) Preamble and Article I: Definitions and Construction

a. **HOMEWORK:** Team members should review the Preamble and Article I, keeping the following questions in mind while reviewing:

- i. Are there any deficiencies (anything missing) in the text?
- ii. Does anything require clarification?
- iii. Is the text/content still necessary?

- The team went over the following poll questions as review from homework.

1.) What does Article I of the contract cover?

- a.) Statement of Work
- b.) Contract contact details
- c.) Definitions**
- d.) All of the above

2.) How does Article 1 define key personnel?

- a.) PTI staff that conduct the Domain Name Function
- b.) Has the meaning set forth in section 4.9 (a)**
- c.) Parties that request changes to the root zone file

3.) In the definition of “Interested and Affected Parties,” which is NOT included:

- a.) gTLD registry operators
- b.) The root zone evolution review committee
- c.) ICANN Board**
- d.) The CSC

The review team went over the ‘Preamble’ and Article 1 of the IANA Naming Function contract. The review team’s questions, answers and comments are summarized below.

‘Preamble’ Section:

Question:	Summary of Answer:
Lars-Johan Liman: Question on why ICANN is referred to in the contract in its abbreviated form and PTI is referred to as ‘contractor.’	<ul style="list-style-type: none"> Rick Wilhelm: In the contract, ICANN is a defined term and not an abbreviation. Later in the contract, PTI is referred to as ‘the contractor.’

	<ul style="list-style-type: none"> • Steve Conte noted in the chat that 'PTI Board' is defined but not 'PTI.' There is at least one reference of 'PTI,' but does not see it defined anywhere (especially since they're labelled as 'contractor' in the preamble.
<p>Ashley Heineman asked if the NTIA background/'preamble 'needs to be included in the contract.</p>	<ul style="list-style-type: none"> • Liman: The section serves transparency purposes and traces back to the reason why the contract was established. • Brett Carr agreed that the section serves a historical purpose. • Steve: From a contract perspective, second paragraph is necessary. The definition of 'transition' is necessary in this contract prior to going into the articles as it is mentioned 15 times in the contract. • Carlton Samuels: The section should be kept in the contract not only for historical purposes but also for informing us the basis of the instrument.
<p>Ashley asked if the 'Preamble' section needs more information/additional text.</p>	<p>This question will be set aside for later discussion.</p>

Article 1: Definitions and Construction

<p>Rick made mention that the definitions are not laid out in the definition section. They are referenced/pointed to in the various other sections of the contract. Definitions are typically laid out directly in the text. Unsure if this change is worth redrafting.</p>	<ul style="list-style-type: none"> • Ashley agrees with Rick in asking a legal/contracting professional for the rationale. • Liman: Like Rick, is unsure if making this change is worth pursuing as he sees changes to the contract should only be made if there is a disagreement. • Rick pointed out that the function of the review is to show continuous improvement and to show that the contract is relevant and easy to read and understand. This section is anything but easy to read or understand and would like to see this section improved. • Alan Barrett noted that if the contract is being reworded/rewritten then his points could be taken into consideration.
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	<ul style="list-style-type: none"> ○ On the commencement date and conditions precedent: If contract is rewritten, an exact date should be added instead of writing whatever date comes into place after these things happen. ○ On the definition of DNS: DNS is defined as Domain Name System, but that in turn is not defined. This may be a reference to RFC 1591. There may be a few places where documents could have successes, so RFC 1591 is unlikely to be changes anytime soon but there may be other cases where we refer to documents that we could add like their successor.
<p>Liman: Delegation only refers to ccTLDs and not gTLDs. Also, would like to know what the comparative process for a gTLD is called. Lack of redelegation.</p>	<ul style="list-style-type: none"> ● Ashley believes that delegation is considered more of a term of art for the cc delegation. Redelegation is not there. Note lack of redelegation. ● Rick notes in the chat that the mention of ‘revocation’ is the reason why ‘redelegation’ is not mentioned. ● Rick believes that the reason delegation has only to do with ccTLDs has to do with the way that RFC 1591 is written. The assignment of gTLDs is a different concept. Defer to Kim Davies. Does not believe that this is a mistake. ● Brett believes that RFC 1591 refers to ccTLDs but the sentence itself is pertinent to gTLDs as well. We should look at redoing this sentence. ● Liman: Ashley noted that the team probably does not need to add a definition for ‘redelegation’ as the term ‘transfer’ is used instead in a sufficient manner. ● Ashley believes that the terms in the contract are sticking very closely to terms used in RFC 1591.
<p>Carlton made mention that the matter of the definitions is not fully written in the text. For example, the contract states that the budget is defined in section 10.2. However, Section 10.2 only mentions ‘annual budget.’ Therefore, one</p>	<p>Carlton also mentions in the chat that ‘recitals’ and ‘preamble’ are used interchangeably.</p>

<p>would have to refer to the PTI bylaws for further information. He recommends that the contract does not get rewritten. Instead, it should be cleaned up and have the definitions fully written.</p>	
<p>Ashley made note that acronyms are not spelled out.</p>	<ul style="list-style-type: none"> • Liman suggested that if the review team chooses to rework the definitions section, then the acronyms should also be spelled out in the contract. Unsure if this is worth the time and effort since they are spelled out further down in the contract. • Edowaye Makanjoula agrees that acronyms should be spelled out.
<p>Carlton: The contract goes into detail talking about ‘interested parties’ in relation to ccTLDs. However, if one is looking for this, there is not a lot of information in the text. Lack of equity in referencing what interested parties are.</p>	<ul style="list-style-type: none"> • Steve: link to RFC 1591 for reference • Ashley assumes that a lot of the information the review team is going through refers to RFC1591. Action: recommends that the review team reads RFC 1591 for homework before the next meeting. Suggests that the team should put together a list of questions to ask PTI so that the review team acquires authoritative clarity as to why certain things are the way that they are. • Steve mentioned in the chat that TLD is somewhat circular, as it refers to interested parties’ definition—yet that definition only defines it as gTLD or ccTLD and doesn’t explore the acronym.
<p>Alan:</p> <ul style="list-style-type: none"> • RZMA definition in wrong order. It should be Root Zone Maintainer Service Agreement not the Root Zone Services Maintainer Agreement. Not important if not rewriting. • Definition of TLD: Contract states “See definition of interested and effected parties.” This definition does not define TLDs—it only refers to ccTLDs and gTLDs. • A transfer is defined as doing something with the consent of a manager. Questioned if there are transfers that can be done without the consent of the incumbent manager. 	<ul style="list-style-type: none"> • Ashley believes that there aren’t any transfers that can be done without the consent of the incumbent manager, but this should be added to the list to follow up with PTI. • Alan: Just had a case with Lebanon where the incumbent ccTLD’s deceased. • Rick mentions in the chat that if he recalls correctly, there can be transfers without the consent of the incumbent manager. • In the chat, Alan mentions that situations that come to mind include persons who are deceased, institutions that have been wound up, and country codes that have been retired.

	<ul style="list-style-type: none"> • Ashley mentions in the chat that ICANN/PTI tries it's hardest not to get into adjudicating who gets what and leaves that to the determination of the existing manager (recognizing now that death occurs). She would argue that in that case the "manager" is the government, and the registry is what changed.
<p>Jonathan:</p> <ul style="list-style-type: none"> • Deliberately broad and unspecific. • Review team should think of RFC 1591 as going hand in hand with the Framework of Interpretation (FOI). It does not replace RFC 1591 and is a substantial document that seeks to further interpret RFC 1591 • In terms of transfers without consent, the CCSOs may be aware and have been working on the case because of what happened in Lebanon. 	<ul style="list-style-type: none"> • Liman: <ul style="list-style-type: none"> ○ There have been cases where there have been revocations or transfers where the incumbent was not willing or supporting it. These cases have typically been where the incumbent has not had the support from the government and the government has requested a transfer to be more in line with the politics of the country. This has happened in several African countries where their ccTLDs were "captured" by individuals that operated them for several years and eventually the governments and these countries wanted to take back control. ○ Do remember that RFC 159 is a 35-year-old document and not all details are relevant anymore, but the general tone is still valid.
<p>Steve: Consider asking PTI if there are any definitions that are ambiguous to them to complete the role and task in which they're assigned.</p>	
<p>Liman asked if questions need to be collected and asked at a single meeting or as they come up.</p>	<ul style="list-style-type: none"> • Ashley recommends asking questions on a regular basis. Elizabeth has offered to put together a spreadsheet that maps out the terms articulated here and the definitions in advance of the meeting with PTI. • Liman agrees with Ashley in discussing terms and definitions internally first, before reaching out to PTI. PTI should be given notice soon.

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| | <ul style="list-style-type: none">• Brett Carr thinks that the review team should have meetings with PTI infrequently. |
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Agenda Item #4: Next steps

- Team to re-read definitions section (Article 1) before the next meeting.
- In addition to flagging anything that needs clarification, team to put together questions for PTI team.
- Review team to read through [RFC 1591](#) and [FOI](#) documents for homework.

Agenda Item #5: AOB, close

- No AOB was mentioned.