
DANA KUEBLER:

Great. Okay. Hello, and welcome to the PPSAI IRT 4th session this 22nd of August 2024. My name is Dana Kuebler, and I am the remote participation manager for this session. Please note that this session is being recorded and is governed by the ICANN Expected Standards of Behavior.

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Okay. All right, still letting some people in. All right, we have the agenda. All right. Thank you, Dennis, for pulling that up. All right. This is our agenda for today. I'm going to do a short recap on the IRT work refinements and work plan refinements. Then we're going to go over, review some of the questions from Recommendations 1 through 6. There were some follow-ups or things we need to make sure we covered, make sure we didn't miss anything. And then we'll begin further discussion on clarifying questions for Recommendations 7 through 14. And we'll leave some room for AOB at the end. The materials you can see are linkable. If you can click on the IRT workbook, Dennis, we'll go into that, and we'll just touch base briefly on the work plan.

All right. So we're here on the 22nd and we are in our second of third sessions on clarifying questions. Welcome if you're new. We're working

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through the rest of the clarifying questions for all recommendations in the Final IRT Report. Then we're going to work through sessions going through notable concerns through September and some of October, targeting the end of October to go through further analysis, and then our target milestone is more open discussion public session at the ICANN81. We have a tentative schedule there on the 14th of November so that we can talk about current practices in the state of the industry together. So that is where we are at today.

I'd like us to go to the—it's hard to see the sheets, the link directory. Just so that you guys are aware of how to get to the work that we're currently working on, you'll see the four links at the bottom, the final report guidelines is the primary document we're working on. If you need to see the Google Drive with all the materials, it's below that. Link to the wiki is on row eight to see where the meetings and information are on our web page. Helpful tool is the ICANN acronyms on row nine, that if you are curious about what something means that you read in this document, that is a great resource. You might want to pin that in your tabs, on your Chrome or browser. All right, I think we'll jump into the commentable final report.

Just to let you know Leon's going to be watching the chat room for us, so that if he sees something of relevance, he may tag you and ask you if you'd like to take the mic so that we can keep the conversation, bring the important considerations into the room. We really don't want to miss anything, and we want to include you. Additionally, if you're joining us a little later and new to the team and you have clarifying questions, please take the time to kind of review some of the comments and questions and concerns that are already posted. If you have a

follow on, just go ahead and add it to the existing comment. If you have any questions or concerns about how to do that or how to use any of the features in this tool, please do not hesitate to reach out. On page five, you can find a link under the highlighted section called the 1.3.1, the summary of the workgroup final recommendations. You can see a link to the guidelines here, and you go ahead and go to the guidelines, it's okay. If you go into that guidelines, you'll see sort of instructions on what to do. Some important reminders are that if you are in this tool, you'll notice that you could do make changes to it. Please don't. Please only use the comment feature. If you have an area that you have a consideration or question or concern, highlight one word or phrase. Try not to or please do not overlap other previously highlighted text because it will hide yours or theirs. And please don't edit or change the language of the report no matter how enticing it is to do.

Okay. So if we go back over to our commentable document, I think those were the full logistics, any questions or concerns about that before I hand the reins over? All right. Thank you, everyone. All right, Dennis. We can start addressing some of the comments that were previously either followed up on if you go to page six. Under definitions, you can see how people have layered on top of each other, highlighted things. And we're looking to get Luc's there first, and then you'll just keep moving in, you'll see Nur's, however you want to do it.

DENNIS CHANG:

Okay. Thank you, Dana.

DANA KUEBLER: Welcome.

DENNIS CHANG: So let's get started on the clarifying questions. As Dana said, there's, I think, three comments that's embedded as kind of hard to find, and this is the reason why we may be missing things when we are clicking on this. But let's start with you said Luc, right? We start with Luc? Okay. Luc, he didn't ask it as a question or concern. He clarified, "I am really concerned." So I answered. I tried to address Luc's concern. Do you need me to say more? Or, Luc, would you like to say more about your question at this time? We will address all the concerns, as Dana pointed out, after we finish with our questions. Do you have anything more on this, Luc? If not, we'll move on. Is Luc here? Somebody can say yes if you're tracking the participation like—

DANA KUEBLER: I don't see him.

DENNIS CHANG: You can confirm. Oh, Luc is not here?

DANA KUEBLER: Not at the moment.

DENNIS CHANG: Okay.

LEON GRUNDMANN: I also have not seen him.

DENNIS CHANG: Yeah, so then obviously he can't address it. So we'll move on.

DANA KUEBLER: Nur is also not here, just so you know, but we could acknowledge and she can see in the recording.

DENNIS CHANG: Yeah, Nur asked a question. And just to let everybody know, I've answered it, and there is no follow-up on this. So I'm assuming that is okay. But of course, you are free to ask follow-up questions or mark, yeah, this is understandable. And that will be nice if we receive replies like that so that we know that we can close this question.

Next is Gabe. Gabe asked a question and I provided answer. Gabe, I don't know if you had a chance to look at my answer. It was pretty detailed. I know Gabe is here, right?

GABRIEL ANDREWS: Yes, sir. Can you guys hear me?

DENNIS CHANG: All right.

GABRIEL ANDREWS:

Thank you for answering. I did read your response. I think your final paragraph there, that's on the screen now, in your response that the PPSAI IRT should align on the meanings of these phrases is exactly addressing what I hope that we can achieve before we begin the process. The ICANN time-honored tradition of talking past each other, it'd be great if we could avoid that. In particular, you'll note that there's a secondary question underneath the one that you responded to that dealt with the ambiguity. If you could scroll up, right there, because I perhaps unwisely included two different questions in the same bubble, there was the follow-up of which of these terms identifies the role of the entity who is legally responsible and therefore culpable for how a domain is used. I don't know that we have consensus on which of the entities that should be, but I think that is tremendously important having productive conversations going forward, especially in light of the sense that the term registrant appears in this document to always refer to the beneficial end user. And I'm not sure that in modern ICANN parlance, everyone uses registrant the same way. So I think that we could really benefit from achieving clarity in this. And with that, I'll turn over the mic.

DENNIS CHANG:

Thank you, Gabe. I completely agree. When you ask a question like this, in my mind, it's a question that I'm asking too, right? So it's something that we have to answer as we are implementing the policy. So with this one, I will consider that as—I can't give you an answer right now other than I think it's a to-do list for implementation, so we'll make that as a

note that yes, we have to do this as a very important part of our implementation. I think I received a similar input from Steve Crocker via e-mail too, that this is on a lot of people's mind. We have all these players named throughout the recommendations language, and then we will have to, in our policy language that we will develop, identify exactly the terms and the names of those players and define them as clearly as we can, and we'll have to go through that. That will be a lot of work and heavy discussions when that time comes.

DANA KUEBLER: Reg has her hand up.

DENNIS CHANG: Thank you. Go ahead.

DANA KUEBLER: Reg has her hand up.

DENNIS CHANG: Go ahead, Reg.

REG LEVY: Thanks. This is Reg Levy from Tucows, and I wanted to underscore Gabe's concern about differentiating among and between the so-called beneficial owner and the registered name holder. Since the registered name holder is the information that the registrar holds, so at the end of the day, that is the person—it can be a legal person or it can be a

natural person—that is the only person that the registrar has information about. So whether or not there is a so-called beneficial owner behind the RNH is not necessarily something that the registrar knows or could ever find out. So it's very important to recall that whether or not someone has registered a name on behalf of their sister isn't relevant to a lot of these conversations, because the information that the registrar holds, the registered name holder, is the person who's legally responsible for the content.

DENNIS CHANG: Yes, I agree with you. I think that is unavoidable. I think the IRT here is in agreement with you as well. So you actually defined a term there in your audio, and we will make sure that we can write those things down and share it with everyone.

STEVE CROCKER: This is Steve Crocker.

DENNIS CHANG: Hey, Steve. Go ahead.

STEVE CROCKER: Hi there. Apologies. I'm operating from driving down the New Jersey turnpike, so I don't—

DENNIS CHANG: Yeah, yeah.

STEVE CROCKER: Thank you. Reg, thank you very much for very clear, very concise, and very precise statement. Is it clear, in the information that's provided at time of registration, this posture about the registered name holder is in fact legally responsible and thereby sort of cutting off or foreclosing the potential that somebody can say, "Well, I didn't understand that when I registered I was doing it on behalf of somebody else who is the actual beneficial registrar"?

REG LEVY: This is Reg Levy from Tucows again. I think that question was directed at me.

STEVE CROCKER: Yes.

REG LEVY: Steve, our registration agreement is directed at the person who is the registered name holder.

STEVE CROCKER: The question I'm asking, since I haven't read the fine print in a long, long time, does your fine print actually make it clear that in doing the registration, the registered name holder is in fact legally responsible for what happens with the name after that?

REG LEVY: The registered name holder is the responsible party for all purposes according to our Terms of Service, according to our agreements with ICANN, and according to the usual and customary operation of the business, yes.

STEVE CROCKER: Thank you. I assumed that that was so. Just thought it's good to bring it, put it on the record.

DANA KUEBLER: Thank you. We have three more people with their hands up. Alan?

DENNIS CHANG: Go ahead, Alan.

ALAN GREENBERG: Reg's comment was concise and clear and I think aligns with what most of us understand. I guess I have an editorial comment. It's a little bit scary that we're at this stage and the actual words in the document, in the report, are not as precise and clear, and in fact, use multiple terms for the same thing and somewhat interchangeably. So it just means we're going to have to be really careful going forward to fix that. I wasn't part of the PDP and I won't blame the people who were on it, but clearly I find it scary, to be quite clear.

In regard to Steve's question, yes, pretty much every terms and conditions for a registrar makes it really clear because they don't want

to accept liability themselves. But that doesn't mean anyone reads that.
Thank you.

DANA KUEBLER:

Thank you. Margie?

MARGIE MILAM:

Hi. Sorry, I was on mute. Yeah, I think it's a little more complex than maybe we've been describing it. In particular, there's a couple scenarios. And if you take a look at Jothan's comment in the chat, I think he nails one of them. If the registrar is affiliated with a privacy or proxy service, then the registrar would have access to that information. So that's one area I'd like to point out.

The second area I'd like to point out is that there's another scenario where maybe the registrar is not affiliated with the privacy or proxy provider, and that would be when they have a contract with them to enable them to offer that service during the registration process. Again, that's an area where the registrar through their registration portal would have access to the information. So those are kind of scenarios where I think there's ability to address those topics.

The third thing I'd like to point out is there's a difference in liability depending upon whether it's a privacy service or a proxy service. ICANN clarifies this in documents that they've shared with the community, and I can certainly find links to it. But if it's a proxy service, the proxy service is the registrant of record, and then it licenses the domain name to its—either you call it a licensee or its customers or the beneficial user. So I

see the point that Gabe made regarding let's come up with the right terms.

But then the scenario with the privacy service is different. Because in the privacy service, the WHOIS information would have the customer's information, and then the contact information would be that of the privacy service. So that's what those definitions say from the original policy. As you look at the document on the screen, it's pointing to the definitions in the RAA. So we just have to be really careful when we're talking about liability as to which service we're talking about, whether it's a privacy service or a proxy service. Thank you.

DENNIS CHANG: Thank you. Who's next? Brian?

DANA KUEBLER: Brian.

DENNIS CHANG: Brian, how are you?

BRIAN BECKHAM: Hi, Dennis. Hi, everyone. I just wanted to make an observation. Alan mentioned and Gabe and others have mentioned here on this call and in prior calls, and I think that the kind of the overarching purpose of this present exercise is to sort of see to what extent these recommendations are still fit for purpose. So I guess my question is, I assume we're kind of

chronicling everything from big picture policy questions to terminology discrepancies in the document to maybe updated terms since the report was published and kind of creating a list. And maybe our liaisons, Paul and Stephanie, can, once we've concluded this exercise, go to the Council and ask is there scope, everything from the big to little to make updates to the existing policy or just ask the question, where does that leave us? I think that's kind of in the air. Maybe I wasn't certain, but I just wanted to make sure that that was something that we were documenting and planning on going back to the Council with.

DENNIS CHANG:

Yes, exactly, Brian. So please listen to the prior IRT sessions. What you're just bringing up was discussed and we try to clarify. What you just said is exactly what we're trying to do. On the other hand, when we say we're all done, what here Paul, at our last session, at the end, if you listen to the recording, he actually offered to take items as we go and not wait until end of all our sessions. So we may take up on his offer too. I don't know if Paul's here. But, Paul, I think that was your offer too, right? If you see things that you're not going to wait until we're done with all the clarifying questions and concerns. But as you see them come up, you may want to take that to the GNSO Council as we go too. Correct?

DANA KUEBLER:

He's not here, but that's how I understood the communication. And just to let you know, Jothan had his hand up but I didn't know if he wanted to put it down, and then Reg still has her hand up.

JOTHAN FRAKES: Thank you. Just to comment—I put this in the chat—but yeah, Reg covered what I was going to say. Thank you.

DENNIS CHANG: Perfect. Reg?

REG LEVY: Yeah. I wanted to respond briefly to Margie’s trying to bifurcate who the registered name holder is. But when it is a registrar affiliated privacy service, we do have the registered name holder information, and all of the contracts that we have with ICANN indicate that when the Registered Name Holder term is used, it refers to that so-called beneficial owner, even if our privacy information is in the WHOIS, where it is a non-registrar affiliated proxy service. That proxy service is the registered name holder, because that is the only information we have, and that is who the contract that we have for the domain is with. So again, the registered name holder, we don’t need another defined term, is the party responsible for the content on a website. Sorry, that’s not true. I mean, it might be true, but for the domain name, not the website. I want to make sure that I’m not conflating the two things.

DENNIS CHANG: Thank you. Very important distinction. Oh boy. I’m hearing really good things. At the end of our discussion, we will capture this in writing, and whether or not we stay with the language that’s here that you’re looking at as is word for word or we have to modify these definitions.

And if we do modify that definition, that is one of those things where we are wondering if we could, within the IRT charter and remit, do that on our own or it needs to go back to GNSO Council for some sort of a approval or at least agreement that we could do that. Precisely why it's important that we are bringing up this subtle different understanding of the same things that we are talking about. Go ahead, Margie.

MARGIE MILAM:

Hi. I wanted to respond to Reg. I'm pretty sure ICANN has posted on its website that it deems the registrant to be equal to the registered name holder. So I think there's maybe a misunderstanding among various parties as to whether it's the same or different. So this could be an action item for staff to be able to provide guidance as to what the current state is. Because I'm pretty sure if I dig, I'll find something that says that ICANN treats the registered name holder the same as the registrant.

DENNIS CHANG:

Right. Okay. We'll take an action to do some research on our end. Thank you, Margie. You're in a unique position where you would know that. Any else you can give us is good, even though you're not identified here in our list. What I mean is this list, Margie is not identified as one of the members of the original PDP Working Group. But just so that you know, she is in a unique position where at that time, long ago, when this was happening, Margie actually was on the staff at ICANN Org, in our shoes. So she has a benefit of looking at this from both sides, and we're just

very fortunate that we have that too. Thank you very much, Margie.
Anybody else want to comment on this?

STEVE CROCKER: This is Steve Crocker.

DENNIS CHANG: Go ahead.

STEVE CROCKER: Apologies for the interruption. Michael Palage says he's been trying to get in and wants some help somebody letting him in to the room.

DENNIS CHANG: Oh, thank you for letting us know. As you were driving, you are remote as well. Very good, Steve. Let me see, Dana?

DANA KUEBLER: Yes, we saw a guest in there that had no name, that we did not let in. But if he pops back up, we will let him in, knowing who it is. Thank you. If you want, we're ready to go. If the group's ready, I'll go down to the privacy/proxy area on page six with the text in the first bullet for display.

DENNIS CHANG: In the text, this bullet?

DANA KUEBLER: Yes, the first one, privacy service. And then if you go to the text, the second to last sentence for display of the registered name holder, that will pop up Steve's.

DENNIS CHANG: Yes, Steve, this is a question. Your question, right? I know you're driving, so let me just see. You asked a question about registrant as an address, e-mail, and phone number, the private service provider, address, e-mail, and phone for requester to use for the communications with the registrant. That's true. That's a fact now. But these data elements are not the address, e-mail, or phone numbers of the registrant. Correct. There will be circumstances where the actual contact details for registrants are required, yes. It seems unnecessarily mistake to overload the registrant's data elements with these additional coordinates. Why not simply add a new role? I remember, I think we talked about this maybe last time. But you are, I think, providing a suggestion on implementation. That's how I read it last time. Let me see. I lost it here. Steve, do you remember this question that you asked? I think what you're suggesting is a new implementation methodology, and that's how I read it. I would like to defer this discussion to when we do come to implementation design. Is that okay with you?

STEVE CROCKER: Yes. I think you've interpreted it correctly. I wanted to simply make sure that question was on the record and scheduled for attention at some point. Thank you.

DENNIS CHANG: It is. Thank you very much, Steve. Dana, next?

DANA KUEBLER: Sorry about that. I was multitasking. I see you are under—

DENNIS CHANG: I'm on page six.

DANA KUEBLER: So six and seven, then we have one for the reseller. It's under proxy. You hit the proxy one. To the right of it is a service. If you click to the text to the right of it—

DENNIS CHANG: Text to the right of it, service, yes.

DANA KUEBLER: You'll see Gabe's in there.

DENNIS CHANG: It's a question. Okay, Gabes here. Good. Okay. Now Gabe is asking a question about this definition and he also says a concern. You are asking a question to the registrars here that works with the resellers, right? So my reply to Gabe was I'll invite the registrars to answer gave question, and it's a good topic for when we have our education and current

practice sessions and industry landscape discussion later on. But if a registrar would like to address this question right now, I would appreciate it. Is there a registrar who would like to speak to this?

DANA KUEBLER: Yes, we have Reg's hand up.

DENNIS CHANG: Reg, come on.

REG LEVY: I'm not sure that I'm seeing all the question number two, and I don't see the full section of number. Sorry.

DANA KUEBLER: You can scroll up a little, Dennis.

REG LEVY: Thank you. There we go. I don't really understand what Gabe is asking here with regard to how resellers function. From my standpoint, if the reseller is the proxy provider and the registered name holder, then perhaps that's the answer to his question.

GABRIEL ANDREWS: If I may, just a little bit, I think this just goes back to some amount of overlap in terminology where I was trying to make sure that I'm not ignorant, as so often the case, but trying to make sure I'm not ignorant

of some fundamental difference between how a reseller operates and how an unaffiliated proxy service operates. Because when we talk about the unaffiliated proxy services, I wasn't able to, in my own limited experience, come up with a difference between the real world application of an unaffiliated proxy service and a reseller, in that both of them will show up as the registered name holder, right? And both of them will be the entity that has the information about who their customers are. But I don't know what the difference between reseller and proxy service is in that case, and if there is no difference, why are we using different terms for them? This is what I was trying to get to.

REG LEVY:

Thanks, Gabe. Where a reseller is also a proxy provider, yes, they would be the same thing, and so you could use either name for them. But being a reseller does not necessitate being a proxy provider and vice versa. Does that make sense?

GABRIEL ANDREWS:

I think so. I think it also underscores the need to make clear some of these terms just when we use them, because I feel like the term reseller is used sometimes not acknowledging that it is also a functional proxy provider.

REG LEVY:

Well, when I use reseller, I mean reseller. And when I refer to them as a proxy provider, if I reference the fact that they're a reseller, I will say a reseller and proxy provider because they have two different functions,

right? So all of my direct customers are resellers, but not all of them provide proxy services, and none of them is an affiliate.

GABRIEL ANDREWS:

Can I clarify that? Because I think you're saying something that's new for me here. So, the resellers then that you have that are not operating as proxy providers, are they passing on the information of their customer to you as the registered name holder information then?

REG LEVY:

The majority of our resellers operate as—their customers think that they are a registrar. They don't display the ICANN logo, but in all other respects, they act as though they are a registrar. So typically, when you want a domain name, you don't actually want a domain name, you want a website. So you go to [Smushmost], which is a hosting company, and they purchase their domains from us. You go through the process completely as though you think that [Smushmost] is a registrar. You buy your domain, and your information appears in the WHOIS. [Smushmost] is a reseller of ours. You never know that because you deal directly with them.

There are also resellers that are privacy focused, and so the only information that we have for each domain name that they sell is their own. We also have resellers who are domain investors, and so when I see a reseller that has 100 domain names that are registered to the reseller, I don't know if they are a proxy service with 100 customers or a domain investor with 100 domain names.

GABRIEL ANDREWS: Copy. That is very helpful, Reg. I appreciate your clarification, so that I can try to use these terms the same way that you do. But I guess getting back to the primary point from before Dennis, maybe on the e-mail chain that we all operate on, I might try to put out an e-mail capturing what I think we're all using these words in the same way as and invite people to correct me if any of my understandings are wrong, because I feel like putting this on paper would be really helpful going forward.

STEVE CROCKER: This is Steve Crocker. Let me just ask. Reg, thank you very much for all that. There's one additional thing that I'd like you to speak to. My understanding of reseller is that the reseller is operating as an agent of the registrar and thereby is subject to all of the ICANN administered rules for in the RAA. And then as a consequence, the registrar is responsible for enforcing those rules on the registrar. It's quite different arrangement for independent privacy/proxy providers. Do I have that right? Or is there room for misunderstanding there?

REG LEVY: We have to comply with the ICANN contract. Either our reseller complies with it or we comply with it. So in some way or another, the contract is complied with. There are some services that our resellers will provide instead of us and vice versa. And depending on the reseller and what they want to do, we have different options available to our customers. So I think that answers your first question.

I don't know what you mean by an unaffiliated privacy service. When I use the term privacy service is operated by the registrar, and we know who the registrant is, the registered name holder. We are the privacy service. We have the registered name holder information. When I use it, proxy service means the registered name holder. That is the information that is in the WHOIS, and the registrar does not have any additional information. As far as we are concerned, the registered name holder, the proxy service, is responsible for the domain name and any actions that the domain name takes. Whether that is our customer as a proxy reseller, whether it is our customer as a domain investor reseller, whether it is our customer who drunkenly bought this domain for their friend at a bar, they are responsible. They are the registered name holder. So I know of no true, maybe fourth party proxy services where you would purchase through not a reseller who is affiliated with the proxy service and still use their information. That would simply be providing incorrect information in the host.

STEVE CROCKER:

[Inaudible] to have a table. I'm sure all of [inaudible] reseller, privacy provider and proxy provider, and in particular, separately, privacy provider [inaudible] or not provided by the registrar and/or not provided by the reseller. But probably an exercise to be done on paper later. Thank you.

DANA KUEBLER:

Thank you. Dennis, do we want to move to the next one? Any other hands up on this? All right.

DENNIS CHANG: Just one comment.

DANA KUEBLER: Sure.

DENNIS CHANG: I think Steve is absolutely right. We need to put all of this on paper. And he mentioned table. Your voice was kind of garbled, but that's what I picked out. Gabe suggested a e-mail. So let's do all of that and see if we can ultimately end on some written language, and this will be the source for our either threshold questions or our policy language. So yeah, there is a lot of work to do here. I keep hearing new scenarios and new situations, and it's very interesting and it is complicated. Alan said he's scared, and of course, I think I'm more scared now than when I just got started. Thank you. Shall we go on, Dana?

DANA KUEBLER: Yes, if you're ready. Just food for thought, it may be helpful to have a shared document for this rather than e-mail threads, but I leave that up to the team. It would be okay for us to make one so that everybody could work from the same place and comment on it than have it buried in e-mail threads.

DENNIS CHANG: Correct. So let me just make this comment. Gabe and Steve, just e-mail us if that's more convenient to you. And what we will do, we'll pick them up and we will create the shared doc to get it organized until you find that a better way. So I'm not trying to ask you to—there's no suggestion here that you should hold on for us to create some Google Doc. So I just wanted to make that clear. Thank you.

DANA KUEBLER: Absolutely. Okay, page seven toward the bottom, under Publication bullet, the beneficial owner.

DENNIS CHANG: Page seven, beneficial owners. Highlighted is Michael. Question. I answered and I said, "Unclear." This is a question to the PDP Working Group. I don't see a reply from the PDP Working Group. This probably is a good time for me to remind the PDP Working Group, and they are in column D. We identified 12 members within our IRT. They were also a member of the PDP Working Group, and fortunate for us, we have both GNSO liaison, Paul and Stephanie. And a bunch of other people here. You can see the one next to your name. So confirm this for us. If we got this wrong, please correct us. But we are counting on you, the PDP Working Group members, when we get questions like this that we are asking for your help to answer. Michael, did you want to speak? If not, is there anyone from PDP Working Group that would like to address this question? No?

DANA KUEBLER: I see no hands.

DENNIS CHANG: No hands?

DANA KUEBLER: Maybe we can touch on it next time.

DENNIS CHANG: Yeah, maybe we'll have to come back on this later on. Again, it's more of a definition question, right? Another definition question to be collective and comprehensive on all the definitions.

DANA KUEBLER: Jothan has his hand up.

DENNIS CHANG: Jothan, go.

JOTHAN FRAKES: Hi. Thank you. I don't want to speak on my behalf, but I do think that this is a normalization thing. Beneficial user is an interesting term, and I'm not sure we'd have to go back through and look at where that arose, whether that was perhaps the account holder at a registrar or something that would be probably out of scope for this but might be helpful to an intellectual property or a law enforcement or somebody trying to determine more about the registrant in case of a reactive

situation. But to me, I think the only way we could treat it, absent Mike's input, would be we're still focused on this definition of beneficial owner and normalizing that term. Thank you.

DENNIS CHANG: Yeah, I agree with you. Next?

DANA KUEBLER: All right. If you go to page eight under the Requester bullet at the bottom, all the way at the end of the sentence, where it says B period, and then a little box highlighted in space.

DENNIS CHANG: This one? We found you, Jothan. Don't do this.

DANA KUEBLER: Come back.

DENNIS CHANG: We had a hard time finding this one because you didn't highlight a word. You highlighted a space.

JOTHAN FRAKES: Thank you.

DENNIS CHANG: So please just pick a word. Even this B, just pick any word. Make it easier for us. Thank you.

JOTHAN FRAKES: Well, I didn't want to talk too much, and so I was afraid I'd get called on. I think maybe somebody else had something highlighted there. I'm not sure. But I will make sure to use that approach on other comments. Yeah, in this case, I think this is ground we've covered pretty well. So I don't know if we need to look at this. This is just the normalization stuff that I think a few people have raised. So thank you.

DENNIS CHANG: That's what I took. And you didn't say it was a question or a concern, but as I just took—yeah, we need to do this work, Jothan. So reminding us to do the work, and that's fine. Next is where?

DANA KUEBLER: All right, I think page nine. Let's see. It was also next to number five in the little sliver. At least this one has actual something.

DENNIS CHANG: Michael has a question/concern. I have commented. Then we addressed it. We talked about it in on the last meeting. Do we need to talk about it again?

DANA KUEBLER: I think it might have been that I thought this had not been covered.

DENNIS CHANG: Leon marked it as covered. People can bring it up if he wants to.

DANA KUEBLER: I might have assessed it like on the 12th.

DENNIS CHANG: Okay, that's fine. Next?

DANA KUEBLER: That's it. We're on the seven and above, and we have 12 minutes left.

DENNIS CHANG: What did you just say?

DANA KUEBLER: Oh no, we have 90. Sorry, we have 45 minutes left. Sorry about that. My bad. I was thinking of an hour meeting. I'm sorry.

DENNIS CHANG: I know. I was going to panic, but thank you. The next one on the seven, you marked it as a concern. So we'll skip this for now and move on to question.

DANA KUEBLER: Alan has his hand up.

DENNIS CHANG: Alan, go ahead.

ALAN GREENBERG: Okay. I was hoping we get an extra half hour back. All right. I put my hand up in response to Leon's reply, saying discussed in the IRT on a certain date. It would be really useful, if it's not practical, to summarize what the discussion was. And I'm sure in many cases, it will not be practical. If we could put a pointer to what time during the meeting or something, because a comment saying it was discussed without any further detail is not going to be very useful going forward. If we can at least have a pointer to the time or the page of the transcript where it was discussed, someone can go and find it at that point.

DENNIS CHANG: That's a good suggestion. I see what you mean. We just wanted to make a quick note for ourselves where we need to. If it's a new comment—as comments come in, we didn't want to forget those.

ALAN GREENBERG: I'm not trying to increase your workload significantly, but it will be very useful if someone wants to go back and find, okay, what did we say? What was discussed or what was even decided?

DENNIS CHANG: Let me think about that. Let me consult with the team and see how we can do that. Thank you very much for the suggestion, Alan.

DANA KUEBLER: I just need to share some magic that Roger just shared about how to maybe simplify going through the comments. Roger gave a tip that if you select Alt Control and then press N and then C, it will walk through comment by comment.

DENNIS CHANG: That's not what Alan's question was about. Was it?

DANA KUEBLER: No, but it's a way to help us step through the upcoming comments. Roger, feel free to take the mic and explain. It's just a way to simplify going through so that you don't have to worry about what you click on exactly.

DENNIS CHANG: I see what you mean. Okay.

ROGER CARNEY: Thanks, Dana. Actually, if you substitute the N and P, it'll go backwards as well. So N is next comment, P is prior comment. So, Control Alt, N, C is next comment. Control Alt, P, C is previous comment.

DENNIS CHANG: Control Alt.

DENNIS CHANG: You got to hold down the Control Alt, and then if you hit the N key and release it, and then the C key, release it, it goes to the next comment.

DENNIS CHANG: You have a PC, I have a Mac. Is that control command?

ROGER CARNEY: It's command control, hold those down, and then N, C.

DENNIS CHANG: Nothing's happening for me. Anyway, we'll play with it later. Thank you. Thank you, Roger, you have a way. Let's just focus on this right now. We have a question from Steve Crocker. Michael Palage responded, and then I answered, and then Luc commented, and Sarah commented as a Registrar Stakeholder Group comment. So this has been well addressed, I think. Do we need to talk about this?

Let me just look at Sarah's final comment. Similar to the discussion requirement previously-public data under new Registration Data Policy. It is worth considering how to align, harmonize, while we still maintain due process. Okay, RDDS. Anybody want to speak to this? I think we're fine here. Michael's not here. Steve is driving. I don't know, Steve, if you looked at the comments to replies to your question, but it is about disclosure and what are the rules around disclosure, which is an

important topic and we do need to be clear on this. Sarah's comment at the end is that on the Registration Data Policy, which you also worked on with Sarah, is that we have a section on disclosure and it provides requirement on the disclosure. So we better be aligning with that. I don't think that Privacy/Proxy Policy has any intention to change anything there. But we'll have to look at that to make sure that there isn't an impact there. So it's an implementation to-do item.

At this point, I was thinking about this, but I think everybody knows about the Registration Data Policy that we are using as a basis for our work. That policy was published in February, and just yesterday, we've entered a 12-month implementation period where things can begin to change, meaning that change to the new data model. And that's sort of news for you if you are not involved in the Registration Data Policy. But it is a policy where every data item is identified and transactions are defined. I think it could be helpful for everyone to look at that because I think that we are going to refer to that policy as we go as Sarah did. Any question on this one?

DANA KUEBLER: Roger has his hand up.

DENNIS CHANG: Roger, go ahead. Roger?

ROGER CARNEY: Thanks, Dennis. To Steve's question here, I think we need to recognize that, potentially after this, but even today, a registrar can be a different

legal entity than the privacy/proxy service. So they will have different disclosure reasons and ways to disclose because they're different companies. They can preside in different countries. They can preside in different jurisdictions. I think that obviously we need to be specific on what we want a privacy/proxy provider to do if that's what we're talking about. Thanks.

STEVE CROCKER:

I'm a disadvantage here because I'm operating on my cell phone and I don't have full context, but the overriding concern here is that if we make policy piecemeal and the pieces don't fit together very well, so we say to the registrar, "You must disclose the following information under the following circumstances," and nonetheless, that information is curtailed off by a proxy provider and the policy doesn't apply to the proxy provider, then we haven't really accomplished anything. The whole result is performative without being effective.

DENNIS CHANG:

I think it's kind of the same comment that I received from you before maybe via e-mail, but yeah, we're keenly aware of that and we'll look for that when we are designing our implementation model. Thank you.

STEVE CROCKER:

Let me just push on that, though. Unless that is resolved in a kind of holistic way, then there is no implementation that we could agree on that would be effective.

DENNIS CHANG: Absolutely. Agree.

STEVE CROCKER: Okay. Thank you.

DENNIS CHANG: Agree, Steve. Yeah, that's what I meant to say, that we have to solve this problem, I think. Yeah, I agree with you. So if we do not, then our policy will be weak and it'll have pores in it, and I don't think that we can get support of the full IRT to implement it that way. The intention is clarity here, and whether or not we need to go back to the GNSO if we have to or we can resolve it ourselves by creating this—I'm calling it implementation design, and that's where you come in. And where we do the model design, we have to take this under consideration to make sure that this is well covered. Thank you.

DANA KUEBLER: Thank you. We've got two more. I think Jothan had made a comment in the chat that might be relevant. So I want to go ahead and create opportunities for everyone to jump in here. Roger?

ROGER CARNEY: Thanks. I think I'm agreeing with Steve, and I think that it's why I'm a little curious. Because seven states specifically that a privacy/proxy provider needs to state how this happens, which I think is what we want. I mean, what we're talking about, what this PDP was about, what this IRT is about, is privacy/proxy services, not registrars. So we're not

dealing with registrars. We're dealing with privacy/proxy providers. So I think that we need to be specific, and I think this number seven is very specific and says providers need to disclose this information. So I think I agree with Steve, but I think that it's right as well. I think seven is right. Thanks.

DENNIS CHANG: Okay, next. Who's next?

REG LEVY: I'm confused by Steve's assertion that we need to keep going beyond what information a registrar might have. If somebody asks me for the information of a registered name holder for a domain that is registered to a proxy reseller, I will provide them everything that I have, but I cannot provide information that I do not have. And I don't really understand the requirements to assume that information that I have relating to the registered name holder is incorrect and that I need to get additional information. So I'm always happy to provide the information that I have, especially following due process, but just because I don't have information should not impose upon me a requirement to get additional information.

DANA KUEBLER: Margie?

MARGIE MILAM: Hi. If I could respond to Reg. I think what Roger said made a lot of sense here, that if you kind of step back and look at the overall policy, it's meant to create a contractual obligation with a privacy/proxy provider and then these rules apply to the privacy/proxy provider. So in that scenario, I think it's completely consistent with your understanding of the registrar obligations because the policy is applying to the privacy/proxy provider. And the reason that the accreditation was part of the original policy recommendation so that you could have this direct contractual relation—not you, but ICANN—could have a direct contractual relationship with the privacy/proxy provider, and then that way the disclosure rules, whatever they are, different than what the registrar has, would be addressed in a separate way. I hope that makes sense.

DANA KUEBLER: Yes. Thank you. It helps. Dennis, if you wanted to follow up, is there any other hands up on this? I don't see anything.

DENNIS CHANG: No, let's move on.

DANA KUEBLER: All right. There is a concern that you just may want to just touch on that's on the number seven itself there that you just—we will address later, but want to just make sure we—

DENNIS CHANG: This one, yeah. Yeah, I did. I already addressed it.

DANA KUEBLER: All right, just making sure I didn't miss it.

DENNIS CHANG: Yeah.

DANA KUEBLER: Okay. There's no others buried in here that I could find. So the next one is eight.

DENNIS CHANG: This is another Steve Crocker question, and it's about privacy/proxy service providers are allowed to say about the protection. So I wrote an answer. I don't know if, Steve, you read this and you have further comments or not.

STEVE CROCKER: Apologies, I don't think I've read it.

DENNIS CHANG: Okay. So what I said is this. The final report is not specific about what privacy/proxy providers are permitted to or not permitted to say in their Terms of Service. And that's what I read from the final report. It doesn't say anything about that. Beyond the minimum elements that must be addressed in the terms. So this can be discussed further in the IRT with

respect to our review of the prior language that was developed related to the Terms of Service.

So just simply saying, Steve, that I didn't read anything in the final report that mandated us to do one thing or another, but we did some work. I mean, we meaning the prior IRT has done some work on the Terms of Service and we know that. And when the time comes, we probably want to see if we can leverage some of their earlier work because there's, as I understand, there was lots of discussions on this already. So I'm putting that off as a to-do list, if that's okay with you, Steve.

STEVE CROCKER:

Well, this all goes to the same comment that I've been making. If we're going to put an obligation on the privacy and proxy providers under this policy, it has to fit together with the overall idea of what we're trying to do. And at least from where I'm sitting, it doesn't make any sense if they will. We'll go ahead and reach consensus on the things that we said, and then at some later time, pick up the parts that are missing because otherwise it doesn't make any sense. It seems to be that it could all be put together as a coherent and effective system, or we should just not go ahead with each of the pieces unless we know for sure that we're going to be able to do that.

DENNIS CHANG:

Right, right. That's why we're calling it threshold questions. Before we implement anything, we need to be completely clear with all of us at

the IRT and the GNSO that what we are about to implement makes any sense. So I'm 100% in agreement with you.

STEVE CROCKER:

Good. And if I might comment on Reg's point about what they can do, what Tucows or any other registrar can do with the information they have. Yes, quite clearly, if they don't have information then they can't provide it. But where we're sitting at a policy-making position here, trying to look at how all the parties fit together. So it's not just the registrars, but also the retailers by implication, and that we're dealing with privacy and proxy providers and so forth. And if we're making a policy in which the registrar, for example, get to say, "Well, this is all the information we have. This is what we can do." Okay, fine. But then we have not really addressed all the pieces. I'm repeating myself, of course. Apologies for that. But that is the key thing to my point of view, or to borrow the language from earlier times, if it isn't fit for purpose, then reaching consensus on it doesn't mean anything.

DENNIS CHANG:

Agree.

DANA KUEBLER:

Thank you. I just want to just offer, Carlton had noticed something having served on the PPSAI Working Group, if you want to share anything on what you can confirm. I'm putting you on the spot a little bit, so sorry about that. Okay, my apologies. So basically, they understood the effort to develop streamlined contractual relationships

between ICANN and PP service providers. The intent all along is to establish rules for that provider with a set of requirements that they're obliged to observe.

DENNIS CHANG: Yes. Yes, we understand the intent. Thank you.

DANA KUEBLER: Okay. Thank you. Then Alan has his hand up.

DENNIS CHANG: Go ahead, Alan.

ALAN GREENBERG: Thank you. Reading number eight, it strikes me how the world has changed since this was written, and I think we have to be careful as we go forward. At the time, there was clearly, even at that point, privacy/proxy providers that were part of the registrars that were affiliated with registrars. The situation today is very often a registrant gets the privacy/proxy service automatically, and they don't even have to ask for it. And they're not even aware that there is another legal company involved in this process. So talking about the privacy/proxy provider must publish something implies that there's a knowledge in the person doing the registration that they even know they're talking to a privacy/proxy—

DENNIS CHANG: Right, right.

ALAN GREENBERG: And that's no longer the case. So I think going forward, we're going to have to be careful about not only the fact that the privacy/proxy service may have to be accredited, but that there has to be a certain amount of knowledge put forward to the registrant that they're dealing with this other entity because it's not clear right now. So sorry, that's a little bit confused. But I think it's one of these threshold questions that the world has changed. We have to make sure what we're talking about is going to fit the new model. Thank you.

DENNIS CHANG: Right, thank you. Yeah. So overall good comment. Same thing that I was thinking about, too, but it's good to hear you had the same impression as me. Next item is—

DANA KUEBLER: Jothan.

DENNIS CHANG: Jothan, go ahead.

JOTHAN FRAKES: Thank you. The term accreditation, I pause on this, and I really want us to give a lot of sober thought to it because it really breaks down when you're talking about accrediting a party who is not affiliated with any

registrar, because they're not going to have necessarily all the other technical things that are needed, the other framework of structure and contracts. It's a big deal if we're going to focus in on accreditation in this case. There's quite a lot of implications to going down that path. Thank you.

DENNIS CHANG:

Yeah, Jothan. I was struck by "the implication" when I read this recommendation. It sounded to me like the intention was create a whole new contracted party, if you will. But the implementation design-wise, maybe there is another way to do that without having to create a whole new set of contracts with another contractual legal entity like registry operator, and that is to come in terms of design. Reg, go ahead.

REG LEVY:

I'd like to hear more from Alan about the situation that he described, where it seems that a supposed registrant has no understanding that their domain name is owned by a different party.

DENNIS CHANG:

Alan, do you want to speak up? Reg wants to hear more about that.

ALAN GREENBERG:

Well, I don't want to talk about specific registrars, but I've registered domain names where ultimately I get proxy service, and there's just nothing that I was presented with that told me I was dealing with the second company, or for that matter, essentially made this other

company legally responsible for what happens under my domain. The Terms of Service may well say that somewhere, but that's not something that I as a registrant who wants to register a domain name right now—and I'm not going to read 45 pages—is even aware of.

REG LEVY: Thanks for that. If you don't want to name registrars, I'd love to take this offline because it should be in the Terms of Service, and I'm sorry if you don't read the contracts that you're bound by.

ALAN GREENBERG: I'm glad to take it offline. Thank you.

DENNIS CHANG: Thank you.

DANA KUEBLER: Jothan and Margie have their hands up.

DENNIS CHANG: Go ahead, Jothan.

JOTHAN FRAKES: Sure thing. And Dana, I only correct people I like. Just think of me with a guy with a thin jaw that you want to punch in the jaw, and Jothan, you'll remember exactly how to say my name. Sure thing. And again, I only correct people I like.

So the thought here, I have seen along my multi-decade journey in our business where there are registrars or resellers that as part of their overall package bundle a domain name for the customer. They have a relationship for the hosting or e-mail or other service. But for all intents and purposes, the domain is bound and the actual company that's providing that service is the registrant. For all intents and purposes, if you interact with anything related to the domain name, that party, not the actual ultimate customer, is there as the registered name holder. Now, that may have evolved over time, but I've seen that happen. That's a perfectly legitimate business thing. I know we've gone through and spent quite a lot of time refining and being more and more specific. I know that Compliance and the Global Services Team have gone through and worked with a lot of registrars to make sure that everything is flowing along with Spec 5. So we may have evolved away from what I just described, but I have certainly seen that as a perfectly legitimate and reasonable thing along our journey. Thank you.

DENNIS CHANG: Okay. Margie?

MARGIE MILAM: Hi. I just wanted to confirm what Alan was stating that our observation is that when GDPR came into effect, there were registrars that automatically changed all of the records to have their customers become covered by the proxy service, and some of those customers were, I think, surprised by that. My observation is consistent with what Alan has suggested.

And the other thing I wanted to point out kind of on a separate topic is this whole issue of accreditation. As you mentioned, I was on staff at the time. And the reason that it is an accreditation program not just a privacy/proxy policy, is that it emerged from the 2013 RAA amendments. And I was part of the negotiating team there, so I have insight into the thinking behind why it was an accreditation and not just a policy. As part of those negotiations, the Board called for the PDP on accreditation and it's built into the charter and it's built into the policy itself. So I think it's going to be difficult for this group to not recommend an accreditation when that is exactly what the policy suggested and required from the work that was emanated from the Board's resolution in connection with the 2013 RAA. I can provide links to those documents in the chat.

DENNIS CHANG:

Thank you. Please do. Alan, do you want to speak again?

ALAN GREENBERG:

Yeah. I just wanted to make something clear. I wasn't saying that anything is being done illegally. And I'm quite sure that when proxy services were automatically assigned, the registrar changed their Terms and Conditions to make sure it was legal. In general, T&C can be changed at will. So it's not that it's improper, it's just that number eight, which I was referencing, is designed to make sure that there is information available. And all I was saying is, that's fine, but we have to make sure that the information is not only available, but likely to be seen. It's not a matter of do you read the contracts before you sign

them. In some cases, the contracts change, and there may or may not be notification of that. All I'm saying is, as we go forward, recognize that this happens, and we have to make sure that our wording covers the reality of the current situation. Thank you.

DENNIS CHANG: Got you. Yeah. Any more hands up? Otherwise, we'll move on.

DANA KUEBLER: Let's see. Nothing there. I'm trying to keep up with the chat.

DENNIS CHANG: No? Okay. So those of you in the chat, just speak up. You're fine. Okay. Shall we look at this one? It's a question from John, and I gave a pretty lengthy answer. I want to know if John is here, and did I answer his question?

JOHN MCELWAINE: Hey, Dennis. I am here. And thank you for your answer. What it got me thinking about is that this final report was prepared back when WHOIS was freely available, right? And it was before GDPR, then the Temp Spec, and now the SSAD model. To me, there needs to be some integration of those concepts into the requirement that a privacy/proxy provider just have a policy—because they could have a ridiculous policy, right? They could say that we're only going to disclose registrant information if the domain name is being used to detonate nuclear bombs. That's it. We're not going to disclose for any other reason. And

that would be an easy way to get around the requirements that we have in the SSAD about having a policy where the registrar has to balance the request, etc. So I'm wondering how we combine those thoughts here since there has been so much that's occurred after this final report, if that makes sense. Thanks.

DENNIS CHANG:

I think you're asking the question that we are all wondering about. How do we deal with it? Back then, recommendations that was written back then, and we're looking at it today with everything that has happened from then and now, and how do we work with all of that, right? So this is the challenge where implementing the recommendation language as they're given to us may or may not be doable, and that's the reason for the concept of threshold questions.

So there are certain things that we can do. We are looking at the new policies that have come out like the Registration Data Policy that could give us some of those answers. We cannot depend on the SSAD or the EPDP Phase 2 recommendation that Board has not approved. So that's not something we can use. The reality of GDPR and other things that's happening around the world, we have to take into account. That's just reality in a practical sense, right? So you are reiterating basically the challenge that we have of the implementation that we need to do. So yes, there's a lot of work to do, and we have to figure out how to do that. There isn't anything more I can say to you right now or tell you right now. If there is anything specific you can think of along the way, we can answer, that's fine. Otherwise, let's move on and answer the questions. Go ahead.

DANA KUEBLER: As you move on, in this particular one, there's some hidden in here. So just click on the second question in that same bullet because there's a different—yeah.

DENNIS CHANG: Did you say second question?

DANA KUEBLER: The second row of the bullet that you're on.

DENNIS CHANG: This one?

DANA KUEBLER: Second sentence.

DENNIS CHANG: Rubens.

DANA KUEBLER: Yeah, just click on that one and you'll see Ruben's.

DENNIS CHANG: Okay. Oh, Roger. I heard you earlier. Can you answer Ruben's question here? You are the perfect guy.

ROGER CARNEY: Thanks, Dennis. I think everything after kind of the first sentence there is probably dated and can be removed. Again, I don't know that it matters a whole lot. We've replaced all of that stuff. I mean, there is no publication during the transfer and there is no 60-day lock of change of registrant. So I think that when the working group looks at this, we can look at it at that time. I don't think it matters a whole lot but I still think that first part of that sentence makes sense, but it's the rest after that first comma really doesn't apply anymore. Thanks.

DENNIS CHANG: Thanks, Roger. That's good information. Do you have an approximate timeline as to when the Transfer Policy will be, number one, published; number two, implemented? Do you have a timeline?

ROGER CARNEY: We have an implementation that we won't talk about. That's too far away. But the timeline to be published will be early next year.

DENNIS CHANG: Early next year we'll have—

ROGER CARNEY: Let me rephrase that. Final report will be published early next year. How long Council and Board take to approve it, that's when it'll get published.

DENNIS CHANG: Okay. Maybe second quarter of next year we'll have—

ROGER CARNEY: Maybe, yeah. Maybe even third quarter after approvals go through.

DENNIS CHANG: Oh, okay. Okay. So that's sort of tricky because we don't want to throw away work or be redundant on this policy implementation. So we'll need to work with you closely to avoid that scenario. And whether or not this policy recommendation language "must change," and if that must change requires GNSO intervention or not, that is something that we should discuss here with our GNSO liaison watching our work here too. Yeah. Good to have you here. Thank you. Don't go away, Roger. How was your vacation? You took a long one.

DANA KUEBLER: We can all be jealous. So the next place to go, Dennis, is there's the words in that same bullet, change of registrant.

DENNIS CHANG: Okay. Hold on. Same bullet, change—

DANA KUEBLER: Going down.

DENNIS CHANG: That one.

DANA KUEBLER: Okay.

DENNIS CHANG: Okay, we found you. COR timing. Locking is changing, but those have notice provisions that are likely to be requiring consideration. Explain this to me, Jothan.

JOTHAN FRAKES: Yes. Sorry, I was looking at a notice for my next meeting in my many, many ICANN meetings today. Let's see. There are notice provisions and evolutions going on in the transfer world, is all I was going to say, that we need to be thinking of this. I default to Roger on this, but this is an area of attention. And yeah, we want to be thinking about this. Where I was particularly noting this, and again I'm a skipping record on this, is that this all works very well where there's an affiliated privacy/proxy provider. It breaks down heavily when it's a third-party privacy/proxy provider or an unknown one. Thank you.

DENNIS CHANG: Okay.

DANA KUEBLER: Thank you. The next one, if you go to the last word in there, lock and click on that, you'll see one from—

DENNIS CHANG: Michael, question.

DANA KUEBLER: And there was some follow-up.

DENNIS CHANG: Could Roger provide an update on the transfer PDP? I think he already did, right?

DANA KUEBLER: Yeah. I want to make sure we cover.

DENNIS CHANG: He didn't write anything, did he? No. Roger didn't write anything, but Jothan wrote for you while you're on vacation, Roger. So if you don't mind reading that and make further comments, I would appreciate it. Okay, Roger. That's an action item for you.

Okay. Next item is this one, right? Michael has a concern. So if it's a concern, as we discussed, you're free to have your dialogue, but I'm not going to address the concern at this point.

DANA KUEBLER: We have three minutes left.

DENNIS CHANG: How many?

DANA KUEBLER: We have three minutes.

DENNIS CHANG: Oh my gosh. Okay, three minutes. Let me see if we can just finish this one. To clarify. Okay. This is a clarification from Owen giving us information. And thank you, Owen. We'll take that clarification as information and deal with it there. So let me just stop here at the end of right here, and this is a question on a footnote. We'll come back next time on this question on the footnote for Michael.

DANA KUEBLER: Okay.

DENNIS CHANG: Three minutes to go. Let's see if there's any housekeeping items from Dana, and anything that you would like to bring up right now for us to work together for the next couple of weeks, and then come back to the IRT meeting. The next meeting time, right? I'll open it up.

DANA KUEBLER: Please, if you're new or adding comments or clarifying questions, just check the questions that are existing. Even add your comments to the existing questions so that we can acknowledge any other things that you have on a particular topic as you go through. That's all. We'll send

out any other updates and just look for activity on this and we'll look for communications coming through on the LISTSERV e-mail where we can try to get definitions, start to capture proposed definitions, and maybe centralize that for everybody. So thank you.

DENNIS CHANG:

Thank you, everyone. We're taking the meeting attendance here. I see that Stephanie and Paul were not here, unfortunately. But I'm sure that they will listen to the recording to catch up with us. So that's the homework for those people who are not here.

Thank you very much. I'll see you in a couple of weeks and keep coordinating. Let's continue the coordination and collaboration on the document, number one, right here. And then, second, please feel free to write e-mails on any topic as you like, and we'll come back with more logistical organization tools that we may create. That's a wrap, and you may stop the recording.

ALAN GREENBERG:

Thanks, all.

[END OF TRANSCRIPTION]