

Question or Clarification Requested	Reference in the Bylaws	Response
CSC – Article 17, starting on page 84		
8. Clarify whether “direct customers” and “primary customers” are the same thing or what the differences are, in the context of the CSC’s mission: “The mission of the CSC is to ensure continued satisfactory performance of the IANA naming function for the direct customers of the naming services. The primary customers of the naming services are top-level domain registry operators, but also include root server operators and other non-root zone functions.” [See <i>Paragraphs 130 and 310 of the CWG Proposal.</i>]	Article 17.1 Page 84	<p>Yes they are the same thing, I'm surprised this is the first time this has been picked up given how many times we've reviewed the Charter ☺</p> <p>The NTIA announcement of 14 March, refers to directly affected parties, which included top level domain name operators.</p> <p>No strong preference, but probably lean towards using 'direct customers'.</p>
9. Confirm that the appointment of a liaison to the CSC by the GNSO is intended to come from the Registrars Stakeholder Group or the Non-Contracted Parties House.	Article 17.2, Section a Page 85	<p>No. The only restriction is that it not be from a registry.</p> <p>There were discussions about providing the opportunity for registrar participation on the CSC and this is one avenue, but there is no restriction. If there is interest from someone on the Non-Contracted Parties side of the house they would be considered. It would be for the GNSO to decide.</p>
10. Confirm that we can add a Bylaw that requires appointing organizations to use reasonable efforts to fill vacancies on the CSC within a month and, if so, whether the ccNSO and GNSO (which are required to approve each annual slate of CSC members) are required to approve the filling of vacancies.	Article 17.2, Section h Page 86	<p>Agree to include the use of reasonable efforts to fill vacancy.</p> <p>Rather than making it a requirement for the ccNSO and GNSO to approve a one off vacancy replacement, it may make sense to include that the appointing organization also give due consideration to the overall composition of the CSC and make best efforts to fill any vacancy with a person with a similar skillset and</p>

		diversity.
11. Clarify which organization selects the representatives from the ccNSO and the Registries Stakeholder Group who will review the CSC Charter – is it the ccNSO and the Registries Stakeholder Group? [Paragraph 357 of the CWG Proposal provides that the “Charter will initially be reviewed by a committee of representatives from the ccNSO and the RySG one year after the first meeting of the CSC.”]		Yes, the ccNSO and the RySG would select representatives from their own groups to form a committee to review the CSC Charter. It may be appropriate for the ccNSO [Council] and RySG [Excom] to collaborate to develop a process for the review, including a selection process.
12. Given that there will not be regularly scheduled reviews of the CSC Charter (beyond the first review), should the Board be one of the entities that can call for a review of the CSC Charter? [Paragraph 358 of the CWG Proposal provides that “the Charter will be reviewed at the request of the CSC, ccNSO or GNSO and may also be reviewed in connection with the IANA Function Review.”]		No objection to the ICANN Board being able to request a review of the Charter, also no objection to the PTI Board being able to request a review of the Charter, provided that the ccNSO and RySG conduct the review and any recommended changes are ratified by the ccNSO and the GNSO.
IFR – Article 18, starting on page 87		
13. Clarify whether the gTLD and ccTLD registry operators are the same as the “consumers of the IANA naming functions” whose needs must be considered by the IFRT (Paragraph 276 of the CWG Proposal).		While the Registries are defined as the direct customers, the GNSO and ccNSO are the customers given their policy recommending authority. One can also argue that all users of the DNS are consumers of the IANA naming functions.
14. Is it appropriate for language to be added to try to align some of the review process to the AoC reviews? A proposed inclusion is: “Any IFRT recommendations should identify improvements that are supported by data and associated analysis about existing deficiencies and how they could be addressed. Each recommendation of the IFRT shall include proposed remedial procedures and		Yes agree seems to make sense although it would be useful to know where the proposed language is being drawn from specifically

Commented [GA1]: I don't think we should use this phrase. The exact response is what I believe should be provided as there is no need for argument. Direct consumers has been defined and the subsequent one is description of IANA consumers which you have rightly mentioned to the users of DNS

<p>describe how those procedures are expected to address such issues. The IFRT’s report shall also propose timelines for implementing the IFRT’s recommendations. The IFRT shall attempt to prioritize each of its recommendations and provide a rationale for such prioritization.”</p>		
<p>15. Confirm that we can add a Bylaw that requires appointing organizations to use reasonable efforts to fill vacancies on the IFRT within a month.</p>		<p>Yes.</p>
<p>Special IFR – Article 18, starting on page 87</p>		
<p>16. The CWG response chart provided on March 10, 2016 stated the following in response to a question around the method of consultation between SOs and ACs when determining whether or not to initiate a Special IFR: “CWG-Stewardship has chosen to reference the mechanisms developed by the CCWG-Accountability, and these can be cross-referenced as part of implementation.” The CCWG Final Proposal contemplates a community forum mechanism, as well as optional conference calls; clarify which consultation mechanism CWG expects SOs/ACs to follow and whether such mechanism is to be referred to in the Bylaws or left to implementation outside of the Bylaws.</p>		<p>Why would this be any different from the IFR? The only intended difference between the two is the manner of initiation.</p>
<p>17. Confirm that the following insertion is acceptable, that would require each recommendation of the IFRT to be “directly related and limited to remediating the PTI Performance Issue.” The CWG Proposal provides that there is no prescribed outcome for an IFR (Paragraph 126).]</p>		<p>Yes although suggest an insertion that qualifies the use of the word performance by noting the IFRT’s responsibilities as listed in section 18.3. a - k</p>
<p>SCWG – Article 19, starting on page 98</p>		

18. On a decision to create an SCWG, confirm that the EC functions as a reconsideration of the Board decision (meaning that if the Board rejects the creation of the SCWG, the EC can reject that decision and escalate).		Yes
19. Given that the Board liaison is a role that is becoming instituted in Cross-Community Working Group practices, is it appropriate for the Board be able to appoint a liaison to a SCWG. This is not contemplated in the CWG Proposal.		Yes
20. Clarify whether every member of the SCWG should have experience managing an RFP process, or whether a minimum number of SCWG members (e.g., four) with experience managing or participating in an RFP process would suffice. [<i>Paragraph 396 of the CWG Proposal provides that "To the extent possible, it is recommended that individuals with experience managing an RFP process be appointed to the SCWG."</i>]		A specific number is not required, especially since there is no certainty that a RFP will be created. If any number is included, suggest "there should be at least 1 member experienced in managing an RFP". Maybe 2.
21. Confirm that we can add a Bylaw that requires appointing organizations to use reasonable efforts to fill vacancies on the SCWG within a month.		Yes
22. Consider whether an absolute majority of SCWG members should be required in cases where consensus cannot be reached, which would ensure at least 50+1% are in favor of the recommendation.		Yes
Budget		

Commented [GA2]: Is this response based on the premise that it's according to the CWG proposal? Could not find that reference in our proposal. Could you consider referencing this.

<p>24. Proposed language has been inserted as a first attempt to address the recent determination by the CWG to ask for a continued IANA functions funding commitment in the Bylaws. The provision reads: “To maintain ongoing operational excellence and financial stability of the IANA functions (so long as they are performed by ICANN or pursuant to contract with ICANN), ICANN shall be required to plan for and allocate funds sufficient for the future expenses and contingencies reasonably related to the performance of those functions.”. The placement may change (currently in Section 21.4(f)).</p>	<p>The wording recommended is the following (with edits highlighted):</p> <p><i>“To maintain ongoing operational excellence and financial stability of the IANA functions (so long as they are performed by ICANN or pursuant to contract with ICANN) and PTI, ICANN shall be required to plan for and allocate funds to the IANA functions and PTI as applicable that are sufficient to cover the future expenses and contingencies to ensure uninterrupted performance of those IANA functions and PTI in the future.”</i></p>
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Other comments

Reference Article and section	Comment
18.2	And IFR should be delayed until one year after the end of the SIFR. Does not make sense to hold both an IFR and SIFR at the same time
18.4 c	“as reasonably determined by the IFRT” is repeated. Does it need to be said twice?
18.4 a	Has the same redaction problem we find in other reviews. This should be treated in the same way as confidential information is treated in ATRT, i.e. signature of NDA (ref Confidential Disclosure to Review Teams 4.6.a.vi). May need to refer to EC right of inspection as appeal mechanism iif NDA is not a possible solution.
18.8c	Why are the liaisons involved in selecting the IFRT. Does not seem appropriate.
18.6.c.i	The language in this state machine is very difficult to parse. Same comment applies to 18.12.c.i, 19.1.c.i and 19.4.c.i.

18.9 a	"which is where a small minority disagrees, but most agree." This almost makes it seem like at least one must disagree for consensus. Could 'disagree' be changed to 'may disagree'
18.9 a	" If consensus cannot be reached with respect to a particular issue, actions by the majority of all of the members of the IFRT." Clause seems to be missing a verb, for example "actions may be taken by"
19.5.xvi d iii	Why 4 with RFP experience. Why is at least one not sufficient. Or maybe two.