

ICANN

**Moderator: Brenda Brewer
November 10, 2015
6:00 am CT**

Mathieu Weill: Okay everyone, this is Mathieu Weill speaking. Can we get the recording started?

Coordinator: The recordings are started.

Mathieu Weill: Thank you very much. Can I ask that everyone mute their mic when not speaking? We have a lot of echo right now. Okay welcome, everyone, to CCWG Accountability Meeting Number 66 on November 10, 2015.

And thank you all for joining this call. We are going to do a roll call, as usual, based on the AC room. But I would like to ask whether there are any other members and participants attending the call on audio only that we should add to the roll call?

Malcolm Hutty: Mathieu, Malcolm Hutty on audio only.

Mathieu Weill: Hi, Malcolm. That's well noted. Thank you very much. Anyone else? I think I had seen in the chat that Kavouss was supposed to be on audio only. So I would provisionally confirm him as participating. That was from Brenda so

that's Kavouss on audio as well. And if you can hear us, Kavouss, thanks for joining.

And I know there are some participants currently in Brazil for attending the IGF. And thank you all for joining our call despite a very busy agenda that are typical of such events when they take place. And I hope this is a fruitful event this year.

We are going to go straight into the agenda. I'd like to do a couple of opening remarks first. Number one is a reminder that we are due to deliver our first set of deliverables for public comments by Sunday. As a consequence we really need to make sure we deliver clear material and we need to also close from last remaining outstanding items so that our publications can be absolutely clear for everyone. And that's going to be part of our agenda today.

And will be continued on an extra call which was - which is planned for Friday at 6 UTC in order to finalize things. So I hope this notice of the extra call has not escaped your attention. I know it's not especially convenient for everyone but we are grateful for your flexibility as we are moving down the stretch to publish the - this third - and hopefully last public comment.

And we will also have agenda items based on the first deliverable from our writers. And that's my second point. I think it's really important that we stay focused on discussing how this writing is consistent with our previous decisions for the reference models instead of getting too deep into what's missing and the discussion about style on the detail level. That's going to be a consistent guideline that we will provide as co-chairs throughout this call and certainly in the call on Friday as well.

And without further ado, I would like to now turn to my fellow chair, Thomas, because unfortunately Leon will certainly listen into this call from Brazil but he will not be in a position to chair due to some logistical challenges. So not much of Leon's voice to be heard unfortunately during this call.

But Thomas, I guess we can fill in the gap as best as we can so up to you.

Thomas Rickert: Thanks very much, Mathieu and hello everyone. Certainly a challenge to be walking in Leon's footprints but let's try to do as good as we can without him. This next agenda item deals with the outstanding questions with respect to the mission, commitment and core values.

There has been quite some traffic on the email list with respect to this topic. And during the preparations for this call we've discussed with Becky who's the rapporteur in charge of this to maybe shed some light on what we are actually discussing because it was our impression as co-chairs that individuals on this group are trying to find solutions what's missing the language that was suggested but that, you know, there are different topics that we're trying to address and maybe it is helpful for all of us to get a quick introduction from Becky on what the issues are and how we can hopefully come to a solution.

I think we should not try to do all the work missing ourselves, I think we can safely leave to the experts. But what's important is that we get agreement on the notion of what we're trying to achieve and on the requirements going along with that. So without any further ado I'd like to hand over to Becky to introduce that topic.

Becky Burr: So as I said in my note when I circulated the varieties of language on the tables here, that it's my sense that there are several things going on. The first is, and the most important and I think the one that there's the broadest

consensus on is that ICANN must - ICANN has a limited mission and ICANN should act within and in accordance with that mission.

Second that ICANN shouldn't use its contracting authority with respect to registries and registrars to regulate behavior downstream in ways, you know, that are not within its mission and that ICANN should limit its contracting and its obligations with respect to registries and registrars to goals that are within its mission.

The problem that we're having it seems to me is one with the word "regulate" which seems very clear to some people and very unclear to others. And, two, with respect to commitments - voluntary commitments that registries make, for example, when they apply for new gTLDs and they say I'm going to operate my new gTLD in a particular way and certain kinds of registrations are okay and others are not so for example I'm not going to permit anyone under 18 to register in my domain.

Or other things that people may do, for example, to gain the support of a community. Another example that people have raised was with, you know, voluntary public interest commitments, you know, where registry applicants just provided those on their own volunteered those things on their own. And so the question there is would some kind of prohibition on regulations of the sort that we have had in the language since January, get in the way of doing that.

And I think that there are, you know, sort of several attempts to work this - to work the nuances out in terms of what's going on here. As you can see on the chart, and I apologize (unintelligible) tried to get a lot of words there in, you know, in one attempt there is a - the post Dublin language was the language that I circulated that basically said ICANN has the ability to enforce

agreements with contracted parties subject to established means of community input on those agreements and reasonable checks and balances on the ability to impose obligations exceeding ICANN's mission on registries and registrars.

Now I hope everybody continues to remind themselves that what we have here is not bylaws language itself but language that is intended to inform the work to be taken out by the final drafters.

Another proposal on the table was to maintain that language but to simply say contracts with contracted parties do not constitute regulations. And that would seem to take care of the voluntary agreements in the proposal and the like but perhaps doesn't take care of some of the, you know, last minute take it or leave it forced changes but perhaps some, you know, the other language (unintelligible).

And then finally the last language that Malcolm put on the table was intended to clarify that the - we had been talking about attempting the regulation of services that use the unique - the Internet's unique identifiers. And this was essentially language here to enable to facilitate their reachability over the Internet was intended to signal that what we're talking about is not registries and registrars themselves in this regulatory construct but essentially third parties.

So and then finally I'm sure everybody saw this on the list, Greg had an alternative compromise proposal that he circulated to everybody. Greg, I believe you're on the call and I - rather than my characterizing it I'd be inclined to let you talk - speak to it and speak to what - how you think it addresses the problems we're trying to solve.

Greg Shatan: Thank you, Becky. I am on the call. So I think in terms of how this, you know, addresses both the various different prior proposals and a balancing of concerns first recognizing, you know, that this is, you know, not, you know, in any way shape or form final bylaw language but is, you know, more an instruction to the drafters of that language which will be our outside counsel with our instruction and obviously our review.

But what I aimed for was to try to combine different things, different concerns and also to kind of clean out some of the language that I felt there was just, you know, some case, you know, extra verbiage that didn't really do anything but just needed to kind of, you know, fill out the sentence.

So I don't know that this was the best way to -I have it in front of me but I don't know...

Becky Burr: I'm going to see if I can type it into the chat.

Greg Shatan: So in the first case I did mark it against Malcolm's - the Malcolm Hutty proposal of 6-November since in some ways it was, you know, closest to that proposal.

Becky Burr: I mean, I think that the bottom line is - and just going to pull this here...

Greg Shatan: Just let me run through quickly here and...

Becky Burr: Yeah.

Greg Shatan: ...the substantive changes difference, you know, if you're looking at Malcolm's proposal - or the Malcolm Hutty proposal of 6-November, I felt we should strike the word "strictly" because, you know, legally that means that

you should take the most conservative interpretation possible at any even de minimus or inadvertent toe over the line is a violation. And, you know, some might say that is the message that we want to send but, you know, practically speaking that has the result of having the parties of that strict obligation as applied to saying far away from the line to avoid any footfall is not something you normally want to see in a contract where you're the party that has it strictly aimed at it. So I think it's kind of going too far. That's not really major point.

Next in the second paragraph I took out the "engage in or use its powers to attempt a regulation of" felt it was more straightforward to use the post-Dublin language. "ICANN shall not regulate (unintelligible)" so that's the way I have that read. And then I've raised the issue that I don't believe we have clarity as to what services mean and that services is a word that can mean quite a number of different things.

And the further away you get from kind of a technical definition and really there is no definition here that I think different people have been thinking that means different things. And so I think we need to make it clear what we mean when we say services. Many of us work for companies that offer services as that's kind of generally defined in the English language but that's not, as I understand it, what's being talked about here.

So I put in a parenthetical taking it again from language that Malcolm offered in an email, he did not offer it as language to be inserted but I borrowed it for that purpose so it says, "ICANN shall not regulate services" and then open parentheses, "i.e. those offered by Web services, mail servers and the like" close paren "that use the Internet's unique identifiers."

And I felt if we defined services we didn't need that reachability language so it would say that use the Internet's unique identifiers or the content of those services carried or provide.

And where things diverge a bit further, and again keeping in mind that this is in essence instructions to our drafters, rather than take the sentence that's there of that "ICANN shall have the ability to negotiate, into and enforce agreements with contracted parties in the scope of its mission." I felt that it was clearly to take language that's already in our second draft proposal and Paragraph 158, and just put it here as well so that it's clear as an instruction to our drafters.

And that would say, "The prohibition on regulation of services that use the Internet's unique identifiers or the content that they carry or provide does not act as a restraint on ICANN's authority to negotiate, enter into and enforce agreements." That's basically what we've said in the second draft proposal, just moving it here.

And then last sentence taken from Working Party 1's response to the public comments or recommendations regarding consensus policy and felt that recommendation, which is named twice in that document, was worth capturing here and say that "consensus policy, as defined in the consensus policies and temporary policies specification in the 2013 RAA is outside of such prohibition."

That makes it clear when you said that consensus policy is not somehow now being - the things that are in the consensus policy definition are not now being prohibited by the new language which would be a major concern in a variety of different directions. Thank you.

Becky Burr: Okay so that's a lot of - I mean, it's clear that there's going a lot here. One is, you know, what are the services that we are talking about. And how do we - and how do we - how do we ensure that the - that we're talking about the same kinds of services, also that we don't create an exception that allows ICANN to contract around its mission limitation.

Seun, I see you have a - I understand, Alan, it's very difficult to follow, which is why I inserted the language in that - that Greg sent in earlier today in the text here.

I do think that there is and - unfortunately Malcolm is not on the call. He responded with some...

Malcolm Hutty: I am on the call, Becky.

Becky Burr: Oh great, thank you. So why don't I let you respond as opposed to my speaking.

Malcolm Hutty: Okay. I've responded in detail. I mean, we've just spent quite a lot of time setting out those proposals. And I think it's probably better if I don't take up quite as much time as we've just spent. I responded in some detail as to the problems I see with Greg's latest proposal on the mailing list. So I won't reiterate all of that.

I think that it - I'm getting a buzzing, have I just lost the line?

Becky Burr: No, I think somebody's been put on hold...

((Crosstalk))

Malcolm Hutty: Oh no it's just somebody else, okay. Okay so yes so some of Greg's suggestions there I think are problematic as included as they've been proposed. But, for example...

((Crosstalk))

Becky Burr: ...different way? Could I actually - to make this in a different way. I mean, if we could have a sort of what is it, you know, sort of in plain English what is it that you want the language to accomplish? I think that...

((Crosstalk))

Malcolm Hutty: I think that's a good way to go, Becky. I mean, I think we can possibly step back from this wordsmithing a little and say, you know, just keep in mind a couple of, you know, basic points. Firstly, the main proposal to prevent this form of regulation of content services is not new. It has been there in two public comments. It has not attracted the criticism that it's now receiving within the working group in those public comments. It was one of the most popular things to say in the first public comment period. Of all the things that people said, one of the most popular things to say was "we support this."

So I think it's important to keep that in mind and to ensure that we do find a way of achieving what's in here. The one thing in the public comments that was raised in criticism - and it was (unintelligible) - but the one thing that was mentioned was the concern that maybe this language might be interpreted as having the effect of preventing ICANN from contracting or from enforcing contracts.

So to that, we've skipped that. And if you look certainly at mine and indeed other (unintelligible) you can see a sentence tacked on the end that says quite

plainly that ICANN shall have the ability to enter into and enforce contracts. Now that is (unintelligible) the public comment response. Everything else is musings about the interpretation. Some, frankly, in my view are quite fanciful interpretations of the words that we've written, that have been generated entirely within our group and since - in the run up to Dublin and since Dublin.

So I think it would be probably best if we proceed of the basis of supporting the original language with the addition of the sentence that addresses the points that were raised in the public comments. And then go on to add a plain English footnote that clarifies to the lawyers that we are not seeking to prevent ICANN from regulating the top of the DNS, and that the services that we are talking about are all the kinds of services (unintelligible) rely on the unique identifiers enable to work. And that it's not - and that it's our intention that ICANN shouldn't be able to use (unintelligible) to seek to regulate those other things.

Now that I think perhaps is better expressed in plain English and leave the draft bylaws language that has already survived much scrutiny intact. So I think that's probably the best way...

((Crosstalk))

Becky Burr: Okay...

((Crosstalk))

Becky Burr: Malcolm. Malcolm.

Malcolm Huty: ...Becky, but...

((Crosstalk))

Malcolm Hutty: ...maybe we should go back to what has been supported.

Becky Burr: Malcolm?

Malcolm Hutty: Yes.

((Crosstalk))

Becky Burr: It sounds like you're in a gale so it's a little hard to hear you. Can I just ask you (unintelligible) what it is, you know, one or two sentences, what it is you think we need to accomplish in this language.

Malcolm Hutty: We need to ensure that ICANN can't take the proper authority that it has to enter into contracts with registries so as to regulate the top level of the DNS and use that (unintelligible) to regulate the content and behavior of people that are simply DNS registrants. And that if they do do that, there should be a clear basis for being able to identify that (unintelligible) IRP challenge if necessary.

Becky Burr: Okay thank you. So I'm just going to repeat that because I think it's - that ICANN should not use its proper authority - contracting authority to regulate the top level of the DNS (unintelligible) regulate content and behavior of DNS registrants. Okay I see Greg's hand. And if you're not speaking please go on mute.

Greg Shatan: Thanks. Greg Shatan. I guess Malcolm's idea of brief seems unusual. In any case, I do think, you know, that we're not all that far apart. I think that the - I would not characterize what I have put in there as musings. I think they are

very much part of what needs to be carried forward in the agreements - in the bylaws rather.

And in terms of the language the sentence - there has been a concern raised in both public comment periods not to take out the second sentence but about limiting it's, you know, and understanding its reach appropriately. So the, you know, trying to wish that away in talking about this is not really going to be helpful in moving forward.

The problem that I have with the language essentially is - or in the Malcolm Hutty proposal is essentially the linkage or the lack of linkage between second and third sentences. And it's not clear that the right to enter into contract in any way is related to or limits in any way the prior sentence. So the concern I have here is that, you know, it does not do what we said in - we should do in Paragraph 158 of the second draft proposal. And that it would in fact nullify sections of the current RAA, 377 and 318, that deal with abuse complaints and not just - and thus, you know, is really not really worthwhile in a sense.

I mean, maybe it gets there, maybe it doesn't. I think we have...

((Crosstalk))

Greg Shatan: ...ambiguity and something that we're going to, you know, be dealing with for years down the road and that's what I hoped we could avoid.

Becky Burr: Right, okay. I agree with - we don't want to introduce years of confusion on this. But can I ask do you agree with Malcolm's characterization of the goals here of ensuring that ICANN isn't using its totally legitimate authority to contract with registries and registrars to - to regulate the - it's not using that

authority with respect to registries and registrars to regulate content and behavior of DNS registrants.

Greg Shatan: Well we have a variety of sections of the RAA that deal with what the end user agreement needs to be. That would knock, all of this out. And that's a concern. Is that - concerns of reaching third party services if, you know, if there's concerns that ISPs are going to somehow become embroiled in this issue, you know, that is something we can protect against. But the idea that the RAA can't deal in any way with how registrars deal with end users or with registrants that's all gone out.

That's a fairly huge change. And if that's the intent of what's here is to not in any way influence how registrars deal with registrants, that, you know, we need to put that right on the table. And I think that does actually raise, you know, maybe some concerns...

((Crosstalk))

Becky Burr: Okay that's very clear and very helpful. Thank you. Alan. Alan, we can't hear you. We seem to have lost Alan in some - Alan is trying to connect. Okay...

((Crosstalk))

Kavouss Arasteh: May I talk please?

Becky Burr: Kavouss.

Kavouss Arasteh: Yes, I am waiting...

((Crosstalk))

Alan Greenberg: Can you hear me?

Kavouss Arasteh: ...continuously talking and talking and talking and talking exclusively to now allow the others to express their views. They describe and describe and describe. Becky, we need a concrete proposal, what the service is, that's all. People discussing half an hour explaining, we don't need such expressions. We need a concrete proposal, what the service is, that's all. Please kindly be productive and efficient.

Becky Burr: Thank you, Kavouss. Alan is connected.

Alan Greenberg: Becky, can you hear me now?

Becky Burr: I can.

Alan Greenberg: Becky, can you hear me now?

Becky Burr: Yes I can.

Alan Greenberg: Okay fine. Okay I'm using (Steve)'s - mine doesn't seem to work on my computer. The reason I originally put my hand up was the - in what - I've now lost...

Becky Burr: I'm afraid we have - we have lost Alan again.

Thomas Rickert: Becky, this is Thomas. And I think in order to make it easier for the whole group to follow our discussion I think we should take the different points that you mentioned during your introductory remarks as requirements and see

whether we can confirm these with the group without doing any wordsmithing on concrete language. I think that the points you've raised...

((Crosstalk))

Becky Burr: Can I just suggest something? I actually think that we have a fairly nicely drawn, you know, point and counterpoint here. I mean, that are - is - sort of describes the problem. Which is that on the one hand Malcolm is saying, and there's lots of support for Malcolm's point of view, that ICANN shouldn't use its contracting authority. If the authority to contract with registries and registrars to regulate downstream behavior of DNS registrant.

And on the other hand we have Greg saying yeah, but there are lots of things in the registrar accreditation agreement that specify a registrar must put in the registration agreement, isn't that a - isn't that precisely what Malcolm is saying we don't want?

And I think my point here is that the issue is not - that we haven't really served this issue up finely enough. If we can get those two very big, you know, issues. I mean, I think it's quite clear that the registrar accreditation agreement does have a lot to say about what a registrar must obligate a registrant to do.

So, Thomas, I understand exactly what you're trying to do but I think that this is the point of disagreement here and the point of confusion is that we have a basically a - we have not articulated in a sufficiently granular way what we mean by ICANN shouldn't use its authority to contract with registries and registrars to regulate registrant behavior. Because that is something that at least at some level ICANN has done for, you know, 15 years.

Thomas Rickert: Yeah and I'd agree with that. The approach that I was suggesting however was a little bit more comprehensive. So I think what we should try to do in order to take stock of the agreement that is existing in our group is actually go through the points one by one that you mentioned in order to say ICANN should not regulate services, that ICANN should still be flexible enough to enter into contracts and have decent forms.

You know, let's go through these requirements and confirm them with the group so that we ultimately hopefully end up agreeing on everything and only needing refined language to encapsulate the issues that Malcolm and Greg framed quite eloquently.

Becky Burr: Okay, I'm seeing on the list that everyone in Brazil has lost connectivity. You're back, okay. Okay do you want to repeat that so that they can hear what you're proposing, Thomas?

Thomas Rickert: Actually I was suggesting that we try to take stock of the areas of agreement in our group. Becky had framed the discussion quite nicely with her opening statements that we want to avoid ICANN doing content regulation, that ICANN still must maintain some flexibility in entering into contracts and enforcing these contracts and so on so forth.

So what I suggest doing now is handing it back over to you, Becky, and you would just mention the ideas we're using, we have agreement. Then we would hopefully end up only having the point of disagreement in the area that was just described by Malcolm and Greg. And then let's try to come up with requirements for that not in terms of work missing but in terms of requirements for the language that we would then ask the lawyers to produce for us. I hope that this is...

Becky Burr: Okay.

Thomas Rickert: ...understood.

Becky Burr: Okay.

Thomas Rickert: So Becky, maybe you can come up with the first point and then we will ask for objections from the group.

Becky Burr: Okay so I think the first point, and I just actually have consensus on this is that ICANN should stay within its limited and articulated mission.

Thomas Rickert: Great. So those who are not in agreement with this statement please make yourself heard or raise your hand. So I think that this should be quite uncontroversial because that's something that's been on paper since February if I'm not mistaken. Okay, next point, Becky.

Becky Burr: That we have agreement the in furthering its mission and consistent with its mission ICANN has the ability to enter into and enforce contracts with registries and registrars.

Thomas Rickert: Great. So is there any disagreement with that requirement for the language? And I note Brett mentions that this is not the text on the screen. And, Brett, you are correct. I would suggest that we remove the table from the Adobe room because we're actually taking a slightly different approach to hopefully getting this closer to a resolution.

Becky Burr: Okay.

Thomas Rickert: So I don't see any disagreement with the second statement you made, Becky, so why don't you continue?

Becky Burr: Okay that Specification 1 in the registry agreement and Specification 4 in the registrar accreditation agreement, as they are currently written, which is as they have been written since 1999, that those descriptions of consensus and temporary policies are issues for which - that are within ICANN's mission with respect to registries and registrars. So this is the definition of consensus policy that has been in registry and registrar agreements are within ICANN's mission.

And I'm being very specific to refer to an articulation of that today because people are concerned that those things could change in the future. But the notion is that the definition of consensus policies that we have used since ICANN has begun in the registry and registrar accreditation agreement, are within ICANN's mission.

Thomas Rickert: Okay so basically that's just confirms that ICANN can continue to do what it did with respect to consensus policies and that is actually at the heart of ICANN's policy making. Malcolm...

((Crosstalk))

Becky Burr: Well actually, Thomas, this is a slightly different point because it's about what is within the scope of consensus policy. It is the sort of picket fence point. And Malcolm has his hand up.

Thomas Rickert: So thanks for that clarification. And before we go to Malcolm if you have concerns with this suggestion please make yourself heard in the chat or raise your hand as Malcolm did. Malcolm, we had quite a difficult item

understanding you because you were in a quite windy spot. So if you could keep your intervention...

((Crosstalk))

Malcolm Hutty: I'm in a quieter location.

Thomas Rickert: Thank you.

Malcolm Hutty: I'm in a quieter location now and I managed to get access to the Adobe room. I'm sorry, I was outside a security checkpoint earlier. A couple of concerns for this is firstly, I don't think that the group is as familiar with Specification 1 as a whole as Becky is. So I'm not sure whether we're really able to say that definitively.

My other concern is that Greg has just told us that there are many things that are being done that are outside the scope of ICANN's mission at the moment, that are already being done through the RAA. That's what he's asserted. I don't know the fact of this. But if that's the case then Specification 1 doesn't appear to have successfully constrained that behavior and that's a problem.

Thomas Rickert: So, Malcolm, I see that Greg has also raised his hand. I hope that you will agree with me that we should trust the approach that I suggested by going through the different points one by one. I think we need to be very careful not to- to get lost in details but just capture areas of agreement at the moment. Thanks for...

Malcolm Hutty: Sorry, I thought you were asking for - whether there was agreement so I said disagree for those reasons.

Thomas Rickert: Yes.

Becky Burr: Okay.

((Crosstalk))

Becky Burr: Okay if we could just go on. I think Greg, if you want to respond briefly to that. I understood your proposal to be in agreement that Specification 4 in the registrar accreditation agreement was within ICANN's mission.

Thomas Rickert: Thanks, Becky...

((Crosstalk))

Thomas Rickert: Before we move to Greg there has been some confusion because Malcolm has quoted what Greg actually allegedly meant and Greg was asking not for his words to be twisted. Can we agree that those who want to make points speak to those points themselves in order to avoid miscommunication. Greg, over to you and if I could ask you to keep it very brief because you already had a lot of air time as did Malcolm.

Greg Shatan: Thanks. Sorry, that air time was to explain the proposal that had been put up. But in any case, I did not say that ICANN's currently engaging in all kinds of behavior outside of mission. That's a rather bizarre mischaracterization of what I said. And the idea is that consensus policy is outside of ICANN's mission we have really, really big problems. I think it's squarely within ICANN's mission as such.

So, you know, the concern is so I mean, I think that's probably all I need to say is that whatever Malcolm said...

Becky Burr: Okay.

((Crosstalk))

Greg Shatan: Thanks.

Becky Burr: Okay so I think that I'm going to take the point that not everyone is familiar with these but we have general agreement that these are within ICANN's consensus policy - is within ICANN's mission as history will tell us is the case.

Okay the next question - and I think this is an honest question - is should ICANN be permitted to enforce truly voluntary commitments that registries make in new gTLDs? For example, if a registry applicant writes a whole bunch of PIC specifications on their own, or if a registry applicant makes commitments in a application with respect to the circumstances under which somebody is going to be permitted to registrars, should ICANN be permitted - should ICANN have the authority to enforce those contractual commitments that a registry applicant has voluntarily provided?

Thomas Rickert: And maybe I can try to reframe that slightly because, you know, this is not a question for us to answer now. But let's assume that as a requirement that ICANN should have the ability to enforce agreements that have been entered into voluntarily.

Becky Burr: Okay that's fine. I think that is a friendly amendment. Should ICANN have the ability to enforce those truly voluntary commitments that registry applicants have put in their applications?

Malcolm Hutty: Becky, do you mean to enter into and enforce?

Becky Burr: Yes.

Malcolm Hutty: Right.

Thomas Rickert: So I think that there are definitely different components to it. So let's be perfectly clear on this. It must be a voluntary agreement entered into between registries and ICANN. And ICANN wants to have the opportunity or the power to enforce those agreements that have been voluntarily entered into. And therefore, you know, if I could make another friendly amendment let's state the area of agreement as follows: ICANN must have the ability. You know, then it is truly a requirement if I may.

Greg, your hand is up.

Greg Shatan: Thank you. My concern with the term "voluntary" - and so this will be fruitful area for discussion perhaps here and certainly for years to come is when you say the parts of a contract are not voluntary are you saying essentially at that point is that, you know, a term of - a contract of adhesion that basically has been signed with a gun to its head and that as soon as we get out of the room where we're signing it we're going to disagree with it.

Becky Burr: So...

Greg Shatan: ...you know, that's...

((Crosstalk))

Becky Burr: So, Greg, for purposes of this discussion I am talking about things that we would all agree come out of the heads and parts of the registry applicant. I write an application, it says I'm not going to allow anyone under 18 to register in this or I am not going to allow people to register the following terms in my agreement. Those things that, you know, appear in applications or in the PIC Specs where there was no, you know, people went away and wrote them and came back and put them on the table.

So for purposes of this discussion if we could - if we could stay with like truly voluntary there's no question, they originated with the applicant.

Greg Shatan: So if this is only limited to applicant amendments or registry amendments to the RAA or registrar amendments to the RAA rather or then that really is a very narrow window and doesn't deal at all with the contract itself.

((Crosstalk))

Becky Burr: Yeah, yeah, I agree but we're just trying to take the little limited pieces of the puzzle. So I actually am asking a narrow question. And I will - and your question comes - the question that you have which I understand, is what I'm going to put on the table next.

Thomas Rickert: This is Thomas. Just because I see both Greg and Malcolm raising red flags, this is not going to be the answer to everything. We are trying to broaden the areas of consensus inside this group by gradually taking certain aspects of the list. And this very point deals with contracts that - or commitments that have been voluntarily offered by registries or applicants through ICANN. And all we're saying here is do you agree with this notion that ICANN must be in a position to accept those offers by registries, let's say to only allow registrants over the age of 18 or whatever the example might be.

Malcolm, you might wish to clear your red flag. We've noted your...

Malcolm Huty: No I don't wish to clear my red flag. I wish to speak.

Thomas Rickert: Yes, but so far we're only seeing a red flag. And do you want to speak that's perfectly okay but then I would need to see a raised hand. And I will...

((Crosstalk))

Malcolm Huty: It's showing for me.

Thomas Rickert: I see a red flag...

((Crosstalk))

Malcolm Huty: ...under raised hand it says Malcolm Huty and Roelof.

Thomas Rickert: Okay let's not haggle over what's being displayed in the AC room. Let's move to you then, Malcolm and then to Roelof.

Malcolm Huty: Okay on the substantive point, I believe that ICANN should be prohibited from entering into agreements, whether they're voluntary or otherwise, if the purpose of that agreement is to achieve something that it is outside ICANN's mission to seek to achieve.

If we say yes to the question that you put on the table ICANN's mission is not limited. ICANN's mission would then be limited to all the things that are set out in the bylaws plus anything else that anybody might offer to ICANN that it can then accept. That's not a limited mission; that's a completely open

ended mission. And for that reason I think it's completely unacceptable not only to myself but to everybody that has said ICANN must have a limited mission.

Thomas Rickert: Before we move further down in the queue let me already give a heads up to Becky. I suggest that we collect the points and then maybe you can respond to those based on the conversations that you had in your sub team. Roelof.

Roelof Meijer: Thank you. First off, Greg, to answer your question should ICANN be able to enforce an agreement although it's been voluntarily entered into, maybe I'm being naïve but I always thought that the idea of an agreement, voluntary or not, was (unintelligible) of enforceability. So my answer to this question would be yes. If ICANN (unintelligible) agreement then that agreement or the terms of that agreement should be enforced. That's the whole idea of an agreement.

On the rest I just want to make the remark that I think we are spending an incredible amount of time on this issue. And I don't really see the point. Trying to exclude all (unintelligible) in ICANN's mission with the idea that if we don't do that we run the risk that after the whole transition ICANN can go in a certain direction and we don't have enough - a large enough portion of the community to behind it we won't be able to change the fundamental bylaw that will then prohibit ICANN. If we implement what we are now designing their problems (unintelligible) all kinds of bylaws to correct it.

So once again (unintelligible) I think about four weeks ago when we started on the subject. I think we should not spend time. That's my opinion. Probably won't help any much longer because so much time has been spent on it. But I just don't understand (unintelligible). Thank you.

Thomas Rickert: Thanks very much, Roelof. Certainly we do have the aim of making everyone happy or at least equally unhappy and reach consensus on the language. So I suggest that we let this discussion go on for a little bit more and try to define more areas of consensus. But then shortly we will have to end this conversation that's for sure. Alan, please.

Becky Burr: Okay I think - yeah.

Alan Greenberg: All right, can you hear me this time?

Thomas Rickert: Yes we can hear you now.

Alan Greenberg: Can you hear me this time? Yes okay.

Thomas Rickert: We can hear you.

((Crosstalk))

Alan Greenberg: I completely disagree with what Malcolm said and (unintelligible) Cherine just said in the chat. If a registry voluntarily commits to saying no talking about hot dogs, it has to be enforceable. Period. Bye-bye. Thank you.

Becky Burr: Okay I - so we have - Malcolm has a view here that seems to be singular but on - we can test that a bit further. My final point is does everybody agree that ICANN should not have - well actually there are two more points. Does everybody agree that ICANN should not have the ability at the last minute to put things in contracts and essentially say take it or leave it if you want to be a registry or a registrar so that there are - that there need to be reasonable checks and balances to ensure that ICANN does not impose obligations exceeding its

mission except for those totally voluntary things? Okay I'm not seeing any disagreement with that.

And then the final thing, and this is again I think something that is very - is difficult and another issue is when we talk about ICANN should not be able to use a contract to regulate content and behavior of DNS registrants, sort of where does - I think that everybody would agree that that's true at some point.

But I think a lot of us would say but that is not something that we can say absolutely given the fact that there are lots of provisions in the registrar accreditation agreement, for example, that impose the or require registrars to get certain contractual commitments from registrants.

So the question I have, and this I think is the crux of our difficulty is understanding sort of at what point ICANN's, you know, at what point ICANN cannot reach down to the registrant level. Is it content only? And what does that mean? Is it, you know, what is it? Steve has a question. "I'm asserting that ICANN did such a thing. Freeze document first (unintelligible) before question on it."

You know, Steve, I don't think that that is (unintelligible) we could go through all of the last minute changes on the registrar accreditation agreement and the registry agreement in the manner in which those came in. But the point here is just about checks and balances. And I think that we all agree that checks and balances are appropriate.

So Greg has said (unintelligible), "Parties who walk away from part of a contract that is not voluntary would blow up every contract in history (unintelligible) bad behavior that we may need to deal with specifically."

Thomas Rickert: So there are a lot of - multiple attendees typing in the chat. I would suggest that we have the discussion on the phone line on the audio bridge as well. Can I ask you to please look at the areas of agreement you find in the Notes section and let us know whether - what you find in there is not accurately reflecting what we've just discussed.

We would then need to find a way forward with the point of disagreement. And I'm currently thinking of ways to maybe further slice and dice it to actually reduce the area of disagreement further. So if anyone has an idea on how to do this by all means please do speak up. Greg, you're showing your displeasement with what's mentioned in the Notes section. Can you be more explicit? Maybe explain to us.

Greg Shatan: Yes, thanks. It's really just with the last point that ICANN should not use contracts to regulate behavior of DNS registrant level. I think again it goes to my earlier point that they do in fact need to be able to regulate - well first off regulate is terrible term in this area but putting that aside for the moment.

Clearly there are aspects of end users agreements need to be specified in the registrar accreditation agreement so that's, to my mind, this would be a major change, a way from what I believe is well within ICANN's mission. Thanks.

Thomas Rickert: Becky do you have some alternative language to suggest on that which maybe could take us forward?

Becky Burr: Well, I mean, the truth is I think that this is - this is the heart of the problem that I do not believe that we have a clear articulation of sort of what it is that we are trying to prevent ICANN from doing with this language. I mean, Malcolm may have a very clear view. And I'm - don't want to put words in his mouth is, you know, he may feel like those provisions in the registrar

accreditation agreement that go beyond, you know, that regulate the behavior of the end user are problematic.

But I think a lot of us feel like, you know, those are things that are within the picket fence and therefore fair game. So, you know, one way of putting this is that do we agree that ICANN should not use its contracts with registries and registrars to regulate registrant behavior in ways and with regard to subjects that are outside the scope of ICANN's mission as defined in the picket fence.

Now I know because I just said define picket fence, people are going to be worried about it. And - but Alan is now saying even if it's not within the picket fence it is fair game if agreed to by both contracted parties. And I guess that's - then the question is the hard part is that we've all identified before is what does it mean for something to be voluntary and agreed to?

And Alan is saying, PICs are not in the picket fence but, Alan, that goes to my - to the previous point that we agree - appear to agree on with the exception of Malcolm that those truly voluntary commitments are within ICANN's power to enforce.

Thomas Rickert: So I'm not sure whether we can close this here and now because there seem to be dissenting views. I would need to look into the history of this discussion whether we can draw a line somewhere based on the consensus or the absence thereof determined at an earlier stage. But it seems to be boiling down to the question what's in the picket fence and what not. And also whether ICANN has the authority to enter into contracts on a voluntary basis that are outside the picket fence and enforce those.

And...

Becky Burr: Okay so, Thomas, can I - what I propose to do is write up these notes and circulate them around today and have further discussion on them. But I don't think that the question is what's in the picket fence or not. I think that the hard question is sort of the voluntary aspects of contracts. That's the one that people are stuck on.

Thomas Rickert: Yeah, what I'm currently struggling with is - and this is sort of building on Cherine's point in the chat that the mission statement should define what ICANN can do and not necessarily what ICANN can't do. I think what's needed for this Work Stream 1 exercise is actually to come up with those issues that we need to get clarified pre-transition.

And I'm just wondering whether there's any opportunity for us to manifest the positive things of what ICANN can do, grasp the areas of agreement which are basically a demarcation of what ICANN is entitled to do and then leave the limits to that for discussion at a later stage. Because I think that would need to encompass potentially more in depth analysis of the different agreements and processes involved when it comes to PIC specs and various agreements that ICANN has concluded.

So any views on that? Maybe I think slicing the issues confirms the areas of agreement and leaving the limits of what ICANN can't do for Work Stream 2. Any views on that?

Becky Burr: Thomas, I think people are digesting this but I think that the point is that since January we have addressed this as ICANN's powers being enumerated which is to say that unless they're specifically granted ICANN doesn't have the power. So what you're suggesting is a little bit counterintuitive to what we said. But I think that we at least have narrowed down and tightly defined

where our disagreements are so I will endeavor having taken up an entire hour of this morning's two hour call, to write this up and circulate it.

Thomas Rickert: Okay so what I suggest we do is to actually write up where we are now with the areas that we've confirmed with the group. Maybe others can chime in and come up with suggestions on how we can potentially bring the remaining points to a close. And we will bring this point back up to the discussion that we're going to have on Friday.

So with that I think, you know, unless somebody has the silver bullet to resolve this I would suggest that we close this agenda item and move to the next agenda item which is going to be chaired by Mathieu.

Mathieu Weill: Thank you very much, Thomas. And we are now moving to the first piece of work from our writers that have been circulated which is the executive summary. And before getting into the discussion I'd like to turn to I think it's Bernie who is going to provide an update on the process and the deadlines for the writing. And then we will go into an initial discussion on whether this content is appropriately representing the work we've done so far.

Bernie, would you like to give us a few indications about the process that's being followed and what we need to be prepared for on the writing?

Bernard Turcotte: Yes, thank you sir. Just very shortly, I think everyone is aware of the deadline. We've committed to publishing this 2359 Sunday of this week. To do that we would need final approval what the CCWG was published on this Friday meeting so that we have time to get the writers to tidy everything up, format it to our usual standards and get it published.

As such version it would be greatly appreciated if we could have your comments to us by end of day today UTC so that we can make amendments. Again, we would appreciate comments via email. We are not looking at wordsmithing, okay? If we get into wordsmithing we will not get there.

If there is something where what is being presented is wrong, please tell us. We have to fix those, that's not a problem. This is not an editing exercise. So 2359 today for comments. We will try to turn around the fixes so that people get it in their email boxes in time to read properly for the Friday meeting and we can have a final look at it.

That's all for me, sir.

Mathieu Weill: Thank you very much, Bernie. And I see the opportunity to, I mean, thank and express our gratefulness for all the work that's taking place all around the clock by staff that Bernie, that Alice, Brenda but obviously a lot of other people in the communication department (Sherry), (Emily), the writers. There is a lot taking place right to helping us meet the deadline. And I think it's important to put it on the record.

I think what Bernie said is extremely important in terms of how we approach the discussion on this executive summary. This summary is designed to be the one part of the report that is going to be read by people who are not deeply involved into this so it has to be representative of our work but also very readable. So the questions that we have really are whether the content is clear and does represent our point of view?

If there's any way it can be made even clearer? If not, how can we simplify it? And obviously what isn't being communicated is a key question as well. And regarding the visuals, if we have any feedback I think it's important that we

provide clear guidelines about potential options to make it - to improve the visuals. And the visuals are something very important in that summary obviously.

So those are really the questions that we have with the request and that's because of the short timeline that if you have comments it's important that we discuss now but also that you put them - the comments and suggestions on the list in writing so we don't miss anything, otherwise we run the risk of missing something - some of your feedback.

And with at I see a queue is starting to form so I will move to Alan. Alan.

Alan Greenberg: Thank you. I thought we had decided that we would not use the term "designator" - "sole designator" to describe the overall group power. First of all it's a technical term under California law which relates only to board directors. And, it is a term that is going to be confusing. So I thought we had come to agreement the we would come up with some other term. Now we're using the term the sole designator not only to relate to board directors but also to relate to all the other powers. And I think we're just getting ourselves into a morass by doing that. Thank you.

Mathieu Weill: Thank you, Alan. The point you're raising is a good one. We - I think we need to discuss how we brand, how we name the model as a whole rather than the legal tool that is the name of the designator. And just to check with you whether the empowered community would be something that in your mind would be more appropriate in the context you're mentioning.

Alan Greenberg: If you're talking to me, yes.

Mathieu Weill: Okay so that's the idea. So basically the question that's raised by Alan is whether we would be more comfortable - and I would support that - instead of using sole designator in the very broad sense in the community model to simply label it as the empowered community or some other name that has to be found but empowered community has the benefit of having been used for a while now in our group.

Alan Greenberg: Yeah.

Mathieu Weill: Next in line is Jordan.

Alan Greenberg: Mathieu, if I could get one more word in?

Mathieu Weill: Yes. Alan.

Alan Greenberg: Okay thank you. There's a delay. Sorry. Can someone unplug that please?

Mathieu Weill: Okay better now.

Alan Greenberg: Sorry, we fed the audio into the speaker system, we're getting feedback. Yeah, okay right now. My concern is by using the term "designator" I just want to make it clear to everyone by using the term designator some people have inferred that only parts of the organization that appoint directors have the other powers and that's one of the major reasons I don't want to use that term. Thank you.

Mathieu Weill: Thank you. Next is Jordan.

Jordan Carter: Thanks, Mathieu. Can you hear me?

Mathieu Weill: Yes, Jordan.

Jordan Carter: Great thanks. I kind of agree with Alan's main point about the designator thing. The community body does more than designate and so if we can find a better term I think we should use it. My point is a different one, it's about the write up of the power to approve changes to the fundamental bylaws.

For most of our other community powers we're trying to set hurdles and resolutions steps where it's responding to a board decision and we're giving the board time to not back down but adjust its view and response to community's concerns.

(Unintelligible) changes to fundamental bylaws we're doing something different. We are approving changes that have been publicly consulted. And I think following to the two SO/AC to have a conference call, three SO/AC to have a community forum and so on that process, it just feels wrong to me. I've never contemplated following the same kind of escalation process for the use of that power as for the ones where we're actually trying to provide the community the chance to stop something happening.

So my expectation when we wrote up that power as we did in the second draft report, was that instead of there being a series of escalation steps where you need steadily higher community thresholds to proceed was if there were to automatically be a conference call triggered and that you could probably skip the community forum process. But that either way there's no - there's definitely no petition steps because the approval has to happen as part of the process.

So I think the write-ups for the approval to change the fundamental bylaws power at the very least has to change to get rid of the petitioning phase and it

could keep the conference call and then the community forum could be maybe an optional point in that. But it isn't the same as the power where we're risking reversing a board decision on a particular point. It's a co-approval process. And so I think it doesn't need to jump through all the hoops.

I would sort of mention that the overall context of this executive summary is that it's a very good one and so I'd like to add my thanks to all the people who've been involved in writing it. That's what I wanted to add.

Mathieu Weill: Thank you, Jordan. That's an excellent point. And we would need to certainly refined this but I think you've made us realize that we had to re-find the fundamental bylaws approval process because it's an approval process and not a veto process.

Next is Tijani. Tijani are you with us? Tijani, we can't hear you.

Alan Greenberg: It's Alan. I'm putting him on my microphone. Hold on.

Tijani Ben Jemaa: Do you hear me now?

Mathieu Weill: Yes, Tijani.

Tijani Ben Jemaa: Okay. Yes okay. My issue is that I am not a lawyer, I don't know a lot about the California law. But what I understood from the lawyers is that we have only two choices, whether to have a member or a designator. We cannot add another thing for the California law. So if we change the designator shall we change what it our official position - official status? What I understood from the lawyers is that the designator we may give the designator other powers the bylaw. Thank you.

Mathieu Weill: Okay, Tijani, this has been some confusion that I probably have introduced so I want to rectify that now. The sole designator model is technically a reference model. There is no intention to change that. That is the legal description of what we're doing. Alan was pointing to areas of the text where we describe the whole process and the power. And we are not bound by any legal description to name it. We can name it the way we want so that it's clearly conveying what we think is important which is not necessarily the legal characteristics of it.

So I'm just -- I was just referring to this branding if you want, of what we are trying to build in terms of empowered community. And I'm actually suggesting that when we talk about empowered community we talk about empowered community. And when we are describing the legal model then obviously the term designator is the one and only that we can use. And I hope this clarifies.

Thomas, you are next.

Thomas Rickert: Yeah, I had just put myself in the queue to support the notion of calling the enforcement mechanism be empowered community because that is descriptive of what we are doing, plain language everybody understands that obviously we're giving the US government backstop authority to the community and making that community and empowered community. And it will likely cause less confusion with the outside world then using the word "sole designator." Thank you.

Mathieu Weill: Thank you very much, Thomas. I thought there were other hands raised but currently they've been lowered. I don't know if it's related to a disconnection from Brazil. And I would note that it's currently more difficult for all the Brazil participants to join in the discussion then some on the list were actually

anticipating at this point. But I won't elaborate on that. And leave it to Alan who's hand is back up.

Alan Greenberg: Okay thank you. No, I put my hand down deliberately because I put it in the chat just pointing out that the bylaws will have to refer to the term designator but that's not necessarily what we have to call it outwardly.

With regard to connectivity here, our connectivity does seem to be moderately stable right now but some people are having trouble getting the mic on their individual computers working. We're not working through a room sound system, each of us are on their own computers. Thank you.

Mathieu Weill: Thank you very much, Alan. Okay I'm seeing no other hands so I'd like now to remind -- talk about the next steps. We will need your comments and reviews (unintelligible) that I read by tomorrow, November 10, 2359 UTC at the latest on the mailing list to enable us to send that around in time for if need be our call on Friday but especially the Sunday deadline.

That includes certification to the lawyers to review the document with the same timeframe. And we will also circulate this document to our advisors with the same timeline so that we can collect their response once again only on the questions that we asked which are really about that consistency and clarity and the messaging.

We have agreed to refine a little bit the mentions of designators and we have also agreed to refine the fundamental bylaw process. And the Jordan would be much appreciated if you could circulate your view on that on the mailing list so that everyone can benefit from it.

Oh November 10 is today, yeah. So, Bernie, can you confirm the deadline is today 2359? Yes okay so that's my mistake. You've just lost a few - 24 hours. But it's really urgent so that we can send it to translation and everything. And that's quite important obviously because that's the part of the report that most people will read.

But I think we have a good improved document at this point. And we really need to make sure we're not missing any items. And I haven't been a lot able to follow all the chat but if you have put a comment on the chat that is relevant to this document please ensure you circulate it on the mailing list as well unless we run the risk of missing your input.

And with that I will turn to Thomas for the budget discussion.

Thomas Rickert: Thanks very much, Mathieu. During the next few minutes we're going to discuss the document on the budget community power. And I would ask Jonathan Zuck to provide you with a quick update on where we are with this.

Jonathan Zuck: Can you hear me okay?

Thomas Rickert: You are a little bit distant so maybe you could closer to the microphone. I would be appreciated.

Jonathan Zuck: All right, I'll move it closer to my mouth. We are all on headset microphones here. So what has happened is that at the past meeting we reached some broad consensus on how the community veto would work with respect to the annual budget and operating plan. That was really the core of the controversy that came out of the public comments.

And so what was resolved there was the notion that under a budget veto ICANN would operate under what is being called a caretaker budget which is a budget that is, you know, minimally necessary for ICANN to perform all of its core functions and make sure that its staff remain employed, make sure that the meeting process goes on as planned, etcetera, and that there isn't a disruption of ICANN the organization and a particular PTI as well.

But discretionary programs, launching of new initiatives, etcetera, all that is being put on hold under the caretaker budget. So the - Xavier is working on a framework to - for a future (unintelligible) to define that caretaker budget, if the situation arises that it's necessary, that it's basically trying to figure out how to create discomfort to the organization but not chaos to the organization.

And so the writing team has done a great job of summarizing the budget veto process and questions about (unintelligible) to Bernie can answer them as well. But that's where it stands is - I think we've resolved all the issues that were raised in the public comment period and Xavier is, as I said, just working on a framework for what a caretaker budget would look like.

Thomas Rickert: Thanks very much, Jonathan. That's very helpful. And it's very good news that we've reached closure on all outstanding issues with respect to the budget community power and this obviously encompasses everyone who has raised concerns earlier. So that's excellent news.

I also understand that the caretaker budget is the document that we will need primarily for implementation operationalization purposes. So do we have any questions for Jonathan? And if that is not the case we can close this agenda item and confirm that we're in agreement on that point.

And that already allows me to hand back over to Mathieu for the IRP implementation oversight.

Mathieu Weill: Thank you very much, Thomas. We're moving downstream to implementation oversight. And what a relief to be finally speaking of implementation oversight. That's a good sign, right?

So the point here is to clarify the process going forward on this item. If you remember in Dublin we agreed that in terms of requirement we have done everything we could at this point and we're ready to go to the recommendation stage. We discussed the setting up of implementation oversight group and this is what Thomas email last week tried to document. And our point here is to ensure there is clarity on this process.

So what Thomas's email was doing was to call for volunteers to join the implementation oversight team. And this team would be tasked to oversee our lawyers work with regard to the drafting of the bylaws related to the IRP, the drafting of the rules of procedure and the drafting and elaboration of the selection process for panelists.

So we are really looking for 5 to 7 volunteers, experts in this field. So it's really skill based assignment. And given the scope of the group obviously we would like to encourage the ombudsman and the representative of ICANN's legal department to join the volunteers in this effort because they both have certainly the skills but also it's important to benefit from their experience in that.

So we are calling for expressions of interest. And if we were to go beyond the size of the group that we have identified we would have to discuss in this

group the objective selection criteria and determine the selection process with you as a group.

As a reminder obviously this group would not make formal decisions, it would still provide guidelines, guidance to the -- our lawyers but any outcome would go in front of the whole CCWG for discussion and approval as we have discussed already in the implementation.

And I would like to double check on this call whether there is any requirement for clarification on this process. I see David would like to volunteer. I encourage you, David, to send in your application or your expression of interest. This is a term that might remember - provide memories to some gTLD applicants, expressions of interest.

So and to comment on Holly's point, the lawyers are tasked with drafting and the group is tasked to - with guiding and overseeing the drafting. And we are delighted to announce that Becky has volunteered for this group so far and has submitted her expression of interest.

Seeing no other comments, I think I will now turn to Thomas for the AOB.

Thomas Rickert: Yes, and that's likely going to be a quick and easy one. Does any one of you have an AOB for us to discuss? That doesn't seem to be the case so we can end this call early. Please do send in your comments on the summary if you have points that should be taken into consideration. And I now see that Alan has raised his hand. Alan, fire away.

Alan Greenberg: Sorry. Just to note that the next call is 3:00 am here and the connectivity between some of our hotels is exceedingly flaky. So act accordingly. Thank you.

Thomas Rickert: Thanks very much, Alan. So we hope that attendance will be good and we also hope that Internet connectivity will be stable enough for all those who take the trouble of dialing in to actually be able to join and actively participate.

So with that I think we can adjourn. Thank you very much, everyone. This has been a very productive and good call. Thanks and bye for now.

Woman: Bye.

END