

**ICANN**

**Moderator: Brenda Brewer  
May 7, 2016  
10:00 am CT**

Jonathan Robinson: Okay everyone welcome to Client Committee Meeting 6 of May 2016. We have an agenda that was present to the group. So I had intended to go through the agenda and try and pick out the priority items in particular that me and Sharon - for Sharon now confirms she can be here for the duration providing we stick within an hour which I very much hope we will be able to do. So on that basis I suggest we just simply systematically work through it. But nevertheless I think it would be a bad idea to just give you a quick overview of what we would like to cover and see if there are any questions or issues arising from that in particular with regard to the shape of the agenda.

There are various work streams going and I'll just note for the record for the audio record Lise we have apologies from (Martin Kleiman). Other than that we have Greg Shatan, myself and Lise from the CWG and the representative of the client committee and from Sidley (Sharon Flanagan) and (Rebecca Grassbust) and from staff (Grace) and Brenda.

((Crosstalk))

Holly Gregory: And this is Holly Gregory. I'm on the phone as well.

Jonathan Robinson: Thanks Holly, welcome.

Holly Gregory: Thank you.

Jonathan Robinson: So looking over the agenda then really the different areas of activity that we need to discuss with Sidley and make sure we have a common understanding of deal with them are covered in the agenda. I suppose by way of background it's worth reminding or informing you that the way in which we've begun to work is we've essentially got staff led by (Trang) from ICANN running an implementation program of the CWG's work. The way that's being handled is that the CWG is being kept informed and meeting as necessary and then there's a more frequent meeting of the relevant implementation staff and other ICANN staff as required as well as the chairs of the CWG, the co-chairs of the CWG plus the design team leads to ensure that the oversight, some form of oversight, CWG oversight of the implementation is undertaken in a more sort of rapid way than meeting with us. And the purpose of that is to ensure that the implementation is led by ICANN staff is consistent with the letter and spirit of the CWG proposal.

So that's all going ahead and generally going well. And we've got to a point now where we need to discuss some of the sort of legal legally related issues in that implementation and they are really what's covered in this agenda. So first off is the PTI formation documents. And actually the first two bullets the Articles of Incorporation and the PTI bylaws are really the formation documents. But in addition at the outset it's understood that there will be a conflict of interest policy in place. I'm not sure at this point I don't believe there will be any other fundamental policy documents but there may be something missing there.

In addition as you know there'll be a requirement for a contract between ICANN and with the PTI and that we'll need to cover some or a contract or contract that formed the intercompany agreement or agreements. And there into a number at the moment the implementation staff are seeing those as being in four different categories -- the SLA or the names portion of the work, the subcontractor relating to the protocol parameters work, the subcontract relating to the numbers work and intercompany agreement covering other issues such as the convent of ICANN staff budget or other points. And then there's a couple of specific concerns that we wanted to discuss with you in and around the implementation or execution of the PTI.

And then finally and this at least as far as this is concerned there is some work going on about housing the IANA IPR in the IETF trust. And we had agreed with the other two communities or at least we had asserted probably to be fair to them rather than agreed that we didn't want to see three parallel legal reviews of the proposed structure of this relationship that the new IPR. And we felt that it was better that one set of lawyers looked over it, came back with their comments and then that was revised in composite with the other rather than the risk of having parallel activities going on. In any event that looks like it hasn't happened and so we are likely to be putting across to you our - this sort of the high level agreement of the IPR arrangements. So that's quite a lot to work through. We'll have to work through it as systematically as we can.

In addition we shared with you something immediately prior to this call and that was a timeline document that essentially shows at a high level how this formation of PTI and other issues that we're discussing the sort of timeframe. They don't necessarily need to be referred to right now although by all means do refer to that email box via the Client Committee mailing list and we'll see just that we naturally expect that you'd say, "Well at what time, you know, what time is it going to take to be done, what are your expectations on

timescales?" So any questions first of all or comments about the structure and organization of the meeting before we go into the sort of meat of the different issues?

Okay so seeing none then we can proceed straight to Item 2. And now clearly we don't have the detail of these points here but I think really the objective of the meeting is to flag these with you that these are coming down the tracks and to get any sense from you is have we got our list complete, are we missing anything and so on? So as far as the Item 2 these PTI formation documents we expect to there are drafts already prepared within ICANN. And these are being reviewed internally and we expect to provide these to you early next week. So I guess it's just really any questions or comments on the points mentioned in Item 2? Sharon?

Sharon Flanagan: Hey Jonathan thanks. So we've been looking at the term sheet that ICANN legal prepared and we're going to be circulating a response to you all over the weekend on that. There are some things that we think need to be fleshed out a little bit more. We were not aware at all about the timing of when we would see drafts or even the drafts were in process. so I guess I will say just as an overarching matter it's very difficult for us to ensure that we will be in a position to meet timelines when we don't know those timelines far enough in advance.

So the idea there we're going to get drafts of these documents I don't know next week and then suddenly we have to turn them around that's very challenging. So I just will say that it's very difficult without any visibility on the process so, you know, I look at the timeline and it looks like we're already behind right? The timeline says the draft contract is done mid-May. It says the PTI documents are drafted early May. I know it seems like we're already kind

of off that schedule. So I think the list in Number 2 is complete but I do have concerns about process. Thanks.

Jonathan Robinson: Thanks Sharon. That's a good point. So I think it'll be very helpful to get your responses to the term sheet and we can pass those straight on to ICANN and I can see clearly the lack of synchronization there and the concern. It's possible that your responses can be incorporated into the, you know, your response to the term sheet could be incorporated to the initial draft rather than us having to go around the house on that. All I can say on the timeline I'm trying - I don't have any immediate response or thought but clearly we need to better involve you.

And the challenge here is not to have to sort of rope you into everything yet not to exclude you from things either such that you end up being ambushed by the timeline as you apparently now feel. So I think we'll take the feedback and if you can note this Brenda that we really need to feedback that the better communication of timelines on an ongoing basis needs to go across to Sidley. So that's an action on really on the implementation to make sure that we communicate timelines in the form that we have today on a more regular basis and we'll have to be able to deal with it like that.

Lise Fuhr: Thank you Jonathan. I must say Sharon you have a fair point with the timeline but the thing is that the well the next month or actually next couple of months things are going to be done in a way where we actually have difficulties envisioning exactly how much help from you we need and this is kind of a work in progress as we go. So I think it's very important that we find a way to keep you in the loop without over involving you so that I don't know how to do that - do this. And I think we should discuss it during Item 6 next steps. But just to be clear this is a process where we're also kind of in the dark and

suddenly the documents come and we need to find a way to deal with this all of us. Thank you.

Jonathan Robinson: Okay so one supplementary comment and I'll come to you Sharon.

Certainly I guess the one thing that's slightly different here is that we are not working on this together. We are as I said at the - in my introductory remarks our role here is to ensure that the work, the implementation is done consistent with the documents. So it's more of a review and course correction function and that may or may not change your view Sharon. I suspect you still would say we need to be adequately and regularly informed that's just - to put make sure we're clear on that. Go ahead Sharon.

Sharon Flanagan: Yes I would error on the side of and I understand it's difficult to judge when we need to be involved and when we don't but I would err on the side of over inclusion. I think what's happening otherwise is ICANN is drafting by themselves and then serves something up and then the expectation is that this is just a quick, take a quick look, confirm that it meets the requirements. Well it won't meet the requirements and not because people aren't trying but they're, you know, it's complex and there's - it's as if you - it's almost as if, you know, imagine you are entering into a new commercial contract and you had a timeline and you said okay, we're going to send the other side our contract on this date and we'll sign it a week from there. Well that's not what happens. So it's an iterative process of back and forth.

And my concern is that this timeline doesn't reflect an iterative process. It reflects an expectation that there's a delivery and then quick feedback. And I just having watched this process, you know, for the past year I don't believe that that's what's going to happen. And then I worry deadlines won't be met or maybe even worse in the crush of a, you know, a short turnaround things will be missed.

Jonathan Robinson: Okay Sharon good points and we hear you loud and clear. We'll do our best to recover from where we are now. And I think then Brenda the second point to note is that we need to communicate at the same time as we communicate on the need for better communication regarding timelines we need to set the expectation that more turnaround time is potentially required in order to adequately and thoroughly review the documents. Greg, go ahead.

Greg Shatan: Thanks, Greg Shatan for the record. First legend has it there's a sign that many lawyers have on their desk -- I don't think any of them actually have it but it's a legend -- that says "Quick, cheap, good pick any two." So I think what we need here in this situation is quick and good. That doesn't mean that things are going to be cost-effective. But if we're trying to, you know, save a few pennies by having Sidley less involved we're not going to get quick and good. So I think we need to choose quick and good and, you know, given all the money and water under the bridge so far, you know, as Sharon says err on the side of over involvement. If they see things going by they'll be better prepared when they have to respond when they - and they will be able to engage so that we, you know, don't have to double back on things.

Second is just a quick question which is with regard to the PTI formation documents am I correct at all that's been circulated so far is three page very high level sort of term sheet or is there something more that I'm missing?

Jonathan Robinson: Greg, no that's - you're correct. That's - and that is what Sidley Sharon indicated they would have response to shortly. What we anticipate is I guess what technically at least our first draft of the PTI bylaws the Articles of Incorporation and the conflict of interest policy are anticipated to be offered by next early next week. So yes you are - all we have at this stage is the term sheet and we await first draft.

Greg Shatan: Okay. So I guess that kind of the idea of commenting, you know, heavily on the term sheet if we're going to see the first drafts of the documents then becomes a collision problem.

Jonathan Robinson: Technically yes which is why I suggested that we, you know, if we do get those today we'll make sure they go straight across to ICANN and if it then means that ICANN delays slightly in returning us their first drafts that may be the way to at least recover from where we are now.

Greg Shatan: Very good, thanks.

Jonathan Robinson: Thanks Greg and thanks Sharon. So if you could note then Brenda that we have an action or expectation that Sidley will provide to us the review of the term sheets relating to the PT, the formation of PTI later today is that correct Sharon just to make sure I've got that right?

Sharon Flanagan: It'll be today. It'll be - or it'll be tomorrow morning. We're just going through a final...

Jonathan Robinson: Later today or tomorrow. Okay is there - I think that's enough to be said on Item 2 at this stage then. Add to Item 2. Is that a new hand? Seeing no further comment and no other hand - well Greg just drop that hand if it is an old hand. Thank you. So then moving on to the PTI contract, the ICANN PTI contract or intercompany agreement or agreements here Sharon, others I think we're probably in better shape in the sense that what ICANN is told us today is that they have essentially partitioned the work or structured it according to those four subheadings. And they propose to provide us with the in essence the term sheet or the high level points relating to that early next week.

So to that extent we will be back to more or less the right track. I think we're sharing the high-level position on that. So really I guess what we'll be wanting or from Sidley is comments on either the nature of the structure and/or any of the subheadings underneath that and whether it sufficiently covers the ground and is sensibly (unintelligible).

I do have a note that ICANN is proposing to map these two sections in the current NTIA contract which may be helpful. I mean (ages) ago way back in the midst of time. Of course we worked through that NTIA contract looked for key points in that. So that's the update item we have in that area. Sharon?

Sharon Flanagan: Thanks Jonathan. So we'll see term sheets it sounds like next week. I think one thing I would caution -- I don't recall where I saw it -- I think it was one of the documents you forwarded -- is that ICANN legal understand that Annex F is not the agreed term sheet. That was simply a sample term sheet. And it says that in the proposal. But I worry there were comments made during the ICANN drafting, the bylaw draft and process that led me to believe people somehow thought Annex F was set in stone. And that is - that's not the case as you all know. So we should make sure that that is clear as well.

Jonathan Robinson: Okay that's a very good point Sharon. Thanks for reminding us. Of course that got us into all sorts of issues on the, was it the IPR I think it was or some other area? But so Brenda if you could note that pleased that we need to communicate with ICANN legal that Annex S of the CWG proposal is a sample, not a proposed term sheet.

Lise Fuhr: Sorry to ask this but the Annex S is which Annex?

Sharon Flanagan: It's the contract term sheet Annex.

Lise Fuhr: Okay. Makes sense but still...

Sharon Flanagan: Yes.

Brenda Brewer: This is Brenda. I'm sorry would you - that was S as in Sam correct...

Sharon Flanagan: Correct.

Jonathan Robinson: Okay.

Brenda Brewer: And then the rest of the - communicate with legal?

Jonathan Robinson: So if we communicate with ICANN legal that Annex S is an example not the proposed of the CWG proposed term sheet.

Brenda Brewer: Thank you.

Jonathan Robinson: Thanks Brenda. All right, next up Greg.

Greg Shatan: Thanks, it's Greg Shatan. I would go one step further which we probably will towards the end of this call anyway and say that Annex S has really been overtaken by the term sheet that's prepared by the IANA IPR group. And so, you know, to the extent that there's anything to be taken from Annex S it's - in terms of terms it's superseded by the term sheet that's, you know, not - that's the under the IANA IPR groups work product. Thanks.

Jonathan Robinson: From memory Annex S deals with more than just the IPR therefore it's ready - it's the - it's broader than the IPR isn't it?

Greg Shatan: I'm double checking.

Sharon Flanagan: It is. It's the whole contract between ICANN and PTI and IPR is just one piece of it.

Greg Shatan: Oh yes. Well...

Jonathan Robinson: Exactly.

Greg Shatan: Right.

Jonathan Robinson: Okay thank you. Sharon, would you like to come in next?

Sharon Flanagan: Yes. So on the contract so one other point it applies to the PTI formation documents as well as the contract I think the contract will take even more time to iterate. And if you look at the timeline, you know, it sort of illustrates the issue here. So if you look at the timeline there's a box that says ICANN Draft and then there's a box that says Community Review Period. Is the community review - so what I - so what's missing here is the process of Sidley involvement ICANN - CWG involvement. Is the expectation the CWG will be - is this community review period that's when CWG is going to be looking at the contract with us and vetting it and ensuring that it meets its expectations?

Jonathan Robinson: It looks to me. I just looked at different screens to look at that but that looks - that appears to me to be more like a standard public comments type period. And I would be very surprised if something as material as the - as this contract wasn't subject to some form of public comment so that would be my feeling. I don't have - we can check that. So in fact we'll make a note of that to check that. So Brenda if you could make a note please confirm the community review for those two public comment period.

Lise Fuhr: Jonathan sorry to interrupt but there is another oh what do you call it? There's another slide that actually shows that the community review period is the eight of - 18 oh so I can't talk now but it's a different organizations that review it before it's sent out in the broader public review. And that's actually at the same time as we at CWG review it. We have been discussing this on the IOTS calls.

Jonathan Robinson: Okay. So could you just try and articulate that a little bit further.

Lise Fuhr: Yes well...

Jonathan Robinson: I can see now from - just to be clear I can see now...

Lise Fuhr: Yes.

Jonathan Robinson: ...and I hope we can all see from the chart -- and I'm sorry I missed it -- the community review is different to public comment fair enough. But nevertheless what is - in what way does community review differ from CWG review or do they happen simultaneously?

Lise Fuhr: They happen simultaneously. And but that's a little uncertain because some of it we get completely but others it's because we get the small slices of the work. But when the work is done in one big package it's going to be sent to the supporting organizations and the others, so the advisory committees. And that's the community review period. And that's when the CWG also can review this whole package again. And after that it's going to be sent for a public comment period.

Jonathan Robinson: Okay, thanks Lise. So really then the action parameter is to confirm the detail of the community review period.

Lise Fuhr: Yes that would be good.

Jonathan Robinson: For the purposes of the Client Committee, thank you. Any other points or issues arising under Item 3? Okay so I guess we have a general communication. I'm just going back up to that previous action. I think Brenda if you go to where you had your first set of action items that second bullet set expectations more turnaround time may be required to thoroughly review documents I think we just need to say and timelines in general are stretching.

Brenda Brewer: And timelines in general the next word?

Jonathan Robinson: Are stretching or are challenging but to the bullet above that as well. Let's capture this properly as well. It should say - a better communication regarding the legal work and timelines. Thank you.

Brenda Brewer: You're welcome.

Jonathan Robinson: So then we move on to Item 4 where there are a couple of specific issues and concerns. And I think it's possibly best that Lise leads on these, so Lise are you willing and able to do so?

Lise Fuhr: Yes I am. This is actually a matter where the ccNSO is concerned. And that's Annex C has two Sections 7 and 8 that's actually - and I don't know if we can show them on the screen. I don't know if you have them Brenda but they talk about the - well that IANA and ICANN has agreements with some ccTLDs and others they don't. And this should be respected that IANA nevertheless is actually complying with - it's Annex C to the CWG proposal yes Jonathan.

And here it's stated that IANA has to well do work for the ccTLDs nevertheless they don't have any agreement with them. So they shall respect and actually still give service to the ccTLDs. And there's also some wording I think it's about how they actually pay for their services or not. I don't know if because those two sections are very specific for the ccTLDs and that's why there is some concern. And those are principles that are very overall for IANA and I can't remember the exact wording but I don't know Brenda are you - are we trying to find them or should I try to find them myself?

Brenda Brewer: The name of the - is it the CWG proposal?

Lise Fuhr: Yes. It's a CWG proposal. It's Annex C and it's Sections 7 and 8. Sorry I'm not in where I have my proposals so I haven't found it myself.

Brenda Brewer: All right, one moment please.

Sharon Flanagan: Yes. It's on Page 58 and 59 of the proposal.

Brenda Brewer: Thank you Sharon.

Sharon Flanagan: ...which is the principles that should underpin decisions on the transition of NTIA stewardship. And so the seven is - seven is policy-based and eight is diversity of the customers of the IANA functions. So these are...

Lise Fuhr: Yes.

Sharon Flanagan: ...it says these are principles or criteria against which the proposal should be tested to ensure that it's meeting the requirements before going to ICG. There you go.

Lise Fuhr: Yes. But is - are these encapsulated in the bylaws of ICANN or should they be written into PTI bylaws or the contract? It's just I've been asked about that we ensure that this is still going to be something that ICANN has to comply with in the future. Sharon.

Jonathan Robinson: Why don't you...

((Crosstalk))

Lise Fuhr: Oh yes, yes I saw Sharon's hand. Sharon go ahead.

Sharon Flanagan: Thanks. Yes so this is an example of something that could go either in the contract or in the PTI bylaws. There are a number of so remember that for the CWG proposal we have three places for the proposal to reside. It's either the ICANN bylaws, the PTI governing documents or the PTI ICANN contract and the reasons the different things should go into different buckets. This one I think could go either in the PTI bylaws or it could go to the contract.

I think though CWG needs to weigh in because as I look at Annex C, Annex C to me is it says principles and criteria against which the proposal should be tested. It doesn't read as if this is the proposal. It's just a way to measure the proposal. Now if the intent though was no actually we say that this is just how you measure the proposal but really we meant for it to be documented, people need to look at these various items and determine which things really were intended to be documented all or portions of it. I think some of these are very aspirational they're not - they would be - it would be odd language to have in a contract because people like contracts to be specific and clear not aspirational and high level. But if that's what the community is asking for that's, you know, it should put that forward and be clear though on which part of this need to be housed in the document.

Lise Fuhr: Yes. But Sharon actually as it is now these two sections are to be placed in the contract as ICANN is drafting it now as I understand. And Jonathan might correct me on this. I think this is - there is some concerns because this has been the principal before the transition and everyone wants this to be transferred into the new and the bylaws of contract. And one is the concerns from - I've heard from the CC community is that if you put it in the contract it's easier to change. But that is to be questioned of course. Jonathan go ahead.

Jonathan Robinson: Yes so my understanding Sharon and others is that the current intention and from ICANN is that these will be mapped into the agreements. How exactly that will be done to the extent that they are aspirational as you said is - it remains in question. But in principle at least these principles will be mapped on to the agreements.

Now ICANN is proposing to include these particular points from Annex C in the naming functions contract not the PTI bylaws. It's not clear that that's a problem although as Lise said there are some concerns being raised about that that they won't be as resilient in the naming functions contract as they might be in the PTI bylaws.

I think ICANN's response to that which they indicated to us today already is that the naming functions contract will not be easy to change. They will be resistant or resilient to attempt to change them by virtue of being in the naming functions contract and that this is an appropriate place for them to reside. So to some extent we wait and see but that's a little bit more background that you may well wish to respond to or give preliminary comment on.

Lise Fuhr: Thank you Jonathan. Greg go ahead.

Greg Shatan: Thank you. This is Greg Shatan for the record. You know, in looking back at the CWG proposal I see that, you know, the references to Annex C are limited does show that what we recommended and this actually is in the term sheet you know, to the extent that's still obviously part of the proposal seem to recommend that two aspects of Annex C be in NPTI contract relating to transparency and accountability and performance and service level. And as Sharon indicated the Annex C itself seems to be more of a yardstick by which initially at least it seemed that was we wanted to make sure that the proposal that we submitted to ICG tested against these principles and criteria and then, you know, pass the test.

I don't recall ever saying that these needed to be in the PTI bylaws. Clearly the implementation of the proposal needs to pass the same test as the proposal itself. So I think from my point of view it's important that the CWG be able to look at the principles and criteria and map them against the actual documents and say that these tests are passed, that these principles and criteria are reflected in the final documentation but not necessarily that any of this particular language should reside as such in any of the documents that are there. Thanks?

Lise Fuhr: Thank you Greg. I just wanted to note I don't think we should actually solve the whole problem today. This was more to kind of get the mind started on that these issues are important to any way to the ccTLD community. And it's been raised several times and we need to make sure or make them confident that this is been taken care of somehow. And I have a question for you Sharon before you go. The EC mechanism the empowered community because working from Brussels this is, you know, the European Commission to me but...

Sharon Flanagan: We've hijacked that...

Lise Fuhr: Yes you did.

Sharon Flanagan: ...acronym yes. So you're right...

((Crosstalk))

Sharon Flanagan: ...it's the AC empowered community. So the contract is I would say no easier to change than the PTI bylaws. So don't - I wouldn't worry about that. I think that's why say it can be housed in either place. I was only thinking about where it logically fit but it's not in enforceability issue so I'm not concerned about that.

I will though it did raise another thought in my mind on a slightly different topic which is the PTI contracts there are those four I think that were on the agenda. We need to make sure so that the ICANN bylaws refer to constraints on the ability of ICANN to amend what we were calling the PTI ICANN contract. And if these contracts are getting broken up into different contracts that's fine but I just want to make sure we all have a note that ultimately then the bylaws, the ICANN bylaws need to reflect any contracts that are filling the role of what we call the PTI ICANN contract needs to be considered part of the ICANN bylaws that are where there's restrictions on the ability of ICANN to unilaterally amend.

Lise Fuhr: That's a very good point Sharon. And this is here the legal work become so complex. And then it's good to have you guys. Jonathan go ahead.

Jonathan Robinson: All right, it's unduly complex. I think it's a very good noted portion that Sharon makes. But I do think my notes say that this is more about structure or

headers for the ICANN contract rather than breaking it for the ICANN PTI contract rather than breaking it into separate contracts. So let's see where that goes. I don't think - I think it's a good point to be aware of but I don't think it's a red flag yet. So that's just on that one.

And again I guess the same is of Item 7 and 8 in Annex C. I think it's very helpful Sharon that you've indicated that you felt that from an enforceability point of view providing there were not any other issues creeping in like separation of the agreement into different agreements that they are likely to be equally enforceable or difficult to change in whether they're in bylaws or the contract.

So that I think is very helpful because that I think is a key underlying element to the concern. And then it gets back to Greg's point really does when we test the agreements against these principles do they hold up? And we simply can't say it's always see the drafts or variations of the draft. So this is useful to get things sorted out. Thanks.

Lise Fuhr: Thank you Jonathan. And the second point was actually the CC charter but I think the same is actually to be said about this. It's important that it's captured in either the PTI bylaws or the contract. And I don't know where it's captured because I don't recall ICANN telling us that but it's just to make sure that we're covered on this. Jonathan?

Jonathan Robinson: That was an old hand but there is a response that I can make though.

Lise Fuhr: Oh.

Jonathan Robinson: The SC charter is modifiable on a - on, you know, it can be modified on by GNSO and ccNSO I think. So there is a process for modification so clearly

one would want to enshrine the existence and impact of it but not the charter as such.

Lise Fuhr: Good. Well I that was the issue that was in relation to the Item 4, so Jonathan back to you.

Jonathan Robinson: Okay, thanks Lise. And then Item 5 I guess if we're done with four is the IANA IPR. And here I think Greg and Lise you'll need to help me on this. I forget exactly where we got to. As I said in my opening remarks it was our intention to only share this with Sidley once. It had, had one set of comments on it. But I think we have now agreed that the fact that those comments or responses have been so sort of slow in forthcoming that we propose to send the high level on the IPR across to Sidley now. Greg or Lise would you like to come in and just add anything to that?

Greg Shatan: So this is Greg. I kind of - and to some extent the ball is in my court at least on as far as the names go. I actually owe the client committee the - and ultimately Sidley the latest draft of the IANA IPR term sheets so that they can begin review of that term sheet probably by (Josh Hoffierner). At least that's my idea of a good time. And I guess the last time I looked at it, it had comments on it and I kind of said all of that and that is - creates a little difficulty and I never went back to it. But I'll deal with that today. The other two communities, you know, apparently have sent the term sheet to their legal counsel. Our initial plan thought was that they would get a fairly rapid response from their legal counsel and then we would be able to send kind of the markup to Sidley.

It appears that their legal counsel has not reverted back to them with theirs. And therefore we agreed to instead we would work, give the clean document without any, you know, further comment from - without any comment from

the legal advisers to members and protocols to and have Sidley look at that and ultimately we'll have, you know, possibly three sets of comments that we'll then need to harmonize and that I think is kind of where things stand.

Jonathan Robinson: Greg so I guess the upshot of that is Sidley you should be on notice that we will send this sort of high level agreement on how to - how was the IPR for your review in essence a form of a group pre-agreed term sheet between different communities review and comment prior to that being formalized into the legal documentation so that's really a heads up that's coming your way so pending any further questions or issues on that we can probably move on then.

Okay Greg you've got a hand up still but I think that's the previous one. And then as far as next steps concerned I think that's pretty evident from the way things have been discussed here and we've captured that in the actions. We're expecting a review of the high level points on the PTI formation document to come out in the next couple of days. We'll ship that straight across to ICANN. That may or may not influence the documents that they proposed to produce shortly afterwards. Hopefully it does have an impact and there isn't a lack of synchronization there and then you'll be expected to receive from us shortly under Item 3 the high level or term sheets associated with that PTI contract. Discussed Item 7 and you should shortly receive under Item 5 the term sheet or high level agreement on the IPR.

So are there any other comments on that before I just touch on the fees and fee estimates point? Okay so we've remain as you can expect under some pressure to both account for our expenditure and predict the future expenditure. And then - oh we've got someone with a noise on the line. We had a previous set of fee estimates to you. Now I - from you. And I think we should just give you - it feels to me like the most logical thing to do is for us to just remind you of those and just check where we stand relative to those. I

think that feels like the right way to do it. We could probably just send you those by email and let you respond with any comments as to where we stand relative to those and just give us an indication so that we can use that for ongoing budgeting purposes. Does that sound like the most sensible way to do things?

Holly Gregory: Jonathan I'd like to raise my hand. This is Holly.

Jonathan Robinson: Okay. So Sharon had hers up. Either go ahead Sharon or defer to Holly?

Sharon Flanagan: Holly, please go ahead.

Holly Gregory: So I would certainly - we should certainly take a look at the fee estimates that we've given and see where we stand in relation to them. I think I just want to be on record that it's very difficult at this time for us to make estimates that are accurate because we still don't have great visibility into what you will be wanting from us and when. And so we - I feel like were still flying a little bit blind. We understand now that documents will be coming to us for our review and input. We don't know what shape they'll be in and we don't know what timeframe you'll want them to be reviewed in. And that all impacts what our fee estimates are. So I just want to put that out there. Our estimates are very, very rough at best. Thank you.

Jonathan Robinson: I believe that's understood and appreciated. And hopefully you'll likewise appreciate that we can't simply do nothing about this either. We have to continue to ask questions and get the best information you are able to provide us in this respect so that we can either assist with the compilation of our projections and/or, you know, - well exactly that.

Holly Gregory: We fully understood we fully understand that Jonathan. I just want to reassure you we fully understand that. And I didn't raise that in any way is an objection to the request that we provide estimates. What I want to make sure though is that we're on record that we are doing the best we can in making estimates in good faith. But we don't have the type of clear information that's required to assure that our estimates are more than rough. And I just want to make sure...

((Crosstalk))

Holly Gregory: ...that people understand that so we – people are not coming back and saying you exceeded the estimate as a complaint.

Jonathan Robinson: Okay. And we just need to continue to exchange information. And as and when we - we just need to say continuously exchange information in that respect and keep one another up to date in both directions. Lise your hand is up?

Lise Fuhr: Yes it's because I'd like to make two points. One is actually I think we should ask (Trang) and (Yuko) to try and give us an estimate of the pages that needs to be reviewed. We know the - we actually know the IPR is quite, I can't remember if it's five pages or whatever so we kind of know what state of the documents will be in in actually next couple of weeks. So we can do that to Sidley with the help from ICANN staff. And I think we should also try and map when the documents will be sent and the - when we need feedback together with ICANN staff because that's helpful for all of us.

And then I'd just like to mention that ICANN has actually created a project group that is looking at expenses before the fiscal year '16 and what's estimated into the fiscal year '17. So that's another reason why we really need to try and shape this into some kind of frame because there is a demand for us

to look into it. And I don't really need to be rigid about it but maybe we can try and actually give an overview of the document that we want you to review because I think we have a much better idea of that now. Of course there will be questions along the way they cannot be foreseen but just to give an idea. Thank you.

Jonathan Robinson: So for your information Brenda then please what - you can pick this up from the recording afterwards. No need to try and capture it all in real-time. But essentially what we need to do here is we need a section in the notes in the legal fees and we need to have an action on us to provide Sidley with whatever estimates they had previously provided. We need an action on the Implementation Group to provide a likely list of documents and the timescales and timing for their review. And we need to ask Sidley to give us a reasonable estimate of fees associated with undertaking that work.

And we do understand that these will be rough estimates and they will need to be revised from time to time and in whatever direction depending on how things actually pan out. How does that sound? Any other comments or questions on those points?

Good point Sharon. "What is your involvement with CWG calls, memos, et cetera?" The CWG is not meeting on a particularly frequent basis. I think we will need your occasional involvement there to provide some form of briefing and/or comment. It's quite difficult to say but I think you can anticipate in terms of estimates participating in a CWG meeting for two hours every two weeks for let's say the next eight weeks or so -- something along those lines which would give you a feel. So we can assume you will participate and be prepared to provide input in and around these areas.

My expectation is that you probably won't be needing it for all but that gives (unintelligible). And we know we can call on you if we need you and that that's contained with your estimates and we don't feel so constrained that we're working outside that.

Okay, wonderful. Brenda you may need to go back to the recording to sort of tidy up the notes and capture all the actions but thanks for your help on that and I think that does it unless there's any other closing points anyone would like to make? Make one other final point then just to remind Sidley just in the absence of please take - you should take clear - if it is not clear you're getting in instruction from us via the Client Committee feel free to come back and say, "Is that in instruction to do some work," because one of the - you are - we appreciate that you have been monitoring the Client Committee mailing list which is helpful but we need to make sure we stick to our protocols and formally instruct you as and when we need things to be done otherwise we stray outside of what's been agreed with the CWG.

Good, thanks everyone. Great to work with you again. It's been a while since we've had this kind of meeting so look forward to picking up with you soon.

END