

Title of Proposed Issue	Description of Proposed Issue	Submitted by	Date	Source(s) for Proposed Issue with Link(s)	Reasons this is within our remit	Reasons this is outside our remit	Support for this as an accepted issue	Opposition to this as an accepted issue	Accepted/Rejected as an issue (with explanation)	Notes
Governing law for Registry agreements	There is currently no governing law in the "Base Registry Agreement" (except for .eu and possibly other "legacy agreements"). This is an issue because: (1) the governing law is important in interpreting the contract, (2) not stating a governing law gives too much discretion to a court to determine the governing law of the contract, (3) it creates the possibility that different courts will apply different governing law and interpret the contract differently.	Raphael Beauregard-Lacroix	18/04	Litigation summary which dealt with that issue (Employ Media LLC v ICANN)		This issue as described is related to accountability to the extent that accountability is also predictability. It can be argued that ICANN is not being accountable by letting an arbitrator decide eventually of the law applicable to its standard form contracts. As a registry I may prefer to know the law that applies to the contract I have with ICANN, even if that law ends up being "foreign" to me. Given its legal resources, ICANN may have the means to disregard this and let the arbitrator decide on the applicable law, but this is probably not the case of most registries. In that sense, ICANN is not being responsible and is putting an extra burden on registries. Moreover, because these BRAs are standardised, a single arbitral award that would decide (for example) that the applicable law is the law applicable to the entity serving as the registry, all of sudden the admittedly American legal content of the BRAs would need to be interpreted in light of a myriad of various legal systems.				
Governing law for Registrar Accreditation Agreement	There is currently no governing law in the RAA. This is an issue because: (1) the governing law is important in interpreting the contract, (2) not stating a governing law gives too much discretion to a court to determine the governing law of the contract, (3) it creates the possibility that different courts will apply different governing law and interpret the contract differently.	Greg Shatan	10-Jul							

