ICANN

Moderator: Brenda Brewer
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9:00 am CT

Coordinator: Welcome, everybody. This is CWG IANA meeting Number 89 on 25 August, 2016 at 14 UTC. I will hand it over to Lise now.

Lise Fuhr: Thank you. And my name is Lise, I will chair the call today. Jonathan might join us later and he may not be able to make it but if not he sends his apologies. And welcome to this CWG call number 89. I don't think we will manage to reach 100. It's still a lot. And I see Alan wants to discuss solely the weather. It would be a nice subject. I think unfortunately we have to concentrate on more serious things so, as you know we are approaching the last couple of weeks before the transition and while we've managed to close many tasks and many good and serious issues we still have a couple of major issues that we need to…

((Crosstalk))

Man: Hello?

Lise Fuhr: …deal with before. Hello? Who's this? I'll continue, sorry. And there is still a lot of work in progress on the different agreements. So with that in mind I'll

just give a quick status update where we do have the PTI bylaws where the work is now complete. We have some issues left on the naming functions and various agreements. And these are work in progress between ICANN Legal and Sidley.

We will discuss this later but significant resolution is anticipated on this. And we will get a list later on the outstanding issues on this. Furthermore, we have Annex C and the naming functions agreement where we actually have some responses. And I saw Paul Kane's chat regarding concerns by some of the ccTLDs. We will touch upon this too on this call. While I see there's a call and I know there's a call between the ccTLD community tonight so we might not be able to do any closure on these issues.

But with that in mind and the most -- the major issues today is of course we have the naming functions and service agreements so we have those two agreements that we need to discuss where the naming functions agreement has two tracks, one is the legal track and the other one is the more Annex C track.

And furthermore we have the IPR – IANA IPR issues that we need to discuss, whereas Sidley has sent us a memorandum that I'll ask Sharon or Josh to elaborate on later under this issue.

So I think we should quickly move on to implementation update where Trang will give us, as I understand, a very short update on this issue. Trang.

Trang Nguyen: Thank you, Lise. Hello everyone. Instead of our usual desk since we only have three items left to work towards completion with the CWG we thought we would just summarize them on a slide for you. We certainly do post and to continue to update and post the project plan that on the implementation page

of the ICANN.org Website. So those still continue to be updated and will be posted.

But for the purposes of today's meeting we thought we would just summarize the three key items for you on one side. So the first item is the PTI naming functions agreement that is currently out for public comment. The public comment window ends on September 9.

And the timeline that we had published required us to - I think we have - I think we indicated that the staff report and the final agreement would be published by September 16. However, currently it's looking like the ICANN Board will actually be meeting on the 15th, the actual Board meeting will happen on the 15th and not the 17th as we had previously anticipated.

So that's why I think we need to get the staff report as well as the final agreement published before the Board meeting on September 15 which is when it's currently scheduled for.

And then as you can see there the Board is scheduled to meet on the 15th, and we plan to present this to the Board for the ICANN Board approval on that date. And then before September 30 that PTI Board would be seated and that PTI Board would then also approve the agreement. And then subsequently we will – we will – both ICANN and PTI will sign the agreement.

So Sidley has circulated an issues list to ICANN on the current version of the agreement. And we are currently reviewing that issues list and we hope to get back to Sidley this week, although it may spillover into the early part of next week. So that's the work that's going on right now with regards to the naming functions agreement.

Under agenda number three today we did also prepare for you and will go over the items that Paul previously circulated. It was a list of items that were identified by Paul and Becky Burr and (Steven) (unintelligible) upon the review of the naming functions agreement and we just wanted to go back to that list and share with you the status on those various items. So we will cover that in agenda number 3.

The second bullet point with regards to PTI services agreement, there is no public comment period for this agreement because it's a very operational type of agreement. But we do need to finalize the agreement before the ICANN Board meets on September 15 because it needs to be presented to the ICANN Board for approval on that date.

And similar to that PTI naming functions agreement, that PTI Board would need to approve it as well before September 30 and then would need to be signed.

Sidley had previously circulated an issues list on this agreement. And ICANN is working - we had a call with Sidley last Friday and talked through several of the items on the list and I think came to agreement. And currently we are updating the draft of the services agreement and we hope to have something turned back around for Sidley early next week on this.

And then the last item the IANA IPR agreement, that is also currently out for public comment. The public comment period is anticipated to end on September 12. And I believe there's a call later in a few hours today where the three operational communities will be discussing sort of the plan after the public comment period ends to finalize the various agreements. And I'm sure Greg can give a more detailed update when we get to that particular item in agenda item number 3.

So that is it for me, Lise. I'm happy to take any questions if there are any.

Lise Fuhr: Thank you, Trang. Any questions? No? Okay. Thank you, Trang. And we will move on because some of the issues you touched upon is also dealt with under agenda item 3. Where the first one is the naming functions agreement. And Trang also told you there is this issue list Sidley sent and are dealing with together with ICANN Legal. That's one of the tracks. And this is work in progress. And as the CWG will receive a list of outstanding issues if there are any but is still working in progress and we will give it some time - the parties some time to deal with the issues before we get to the list or not.

And I see Josh has his hand up. Josh, go ahead.

Josh Hofheimer: Thank you, Lise. Yes, we did last week send to ICANN Legal – Sidley sent to ICANN Legal and updated issues list based on the second draft of the names function - naming functions agreement that also pulled together the issues and potential responses and highlighting the things that were in the Paul Kane, Becky Burr document to which ICANN had responded as well.

We do want to respectfully request that I think given the timing here and the September 15 meeting of the ICANN Board we need a little faster turnaround than what Trang had proposed of both the naming functions agreement and the services agreement from ICANN. Those documents are, you know, at their request in their court right now to turn and have been and we really do need to get - I need to get those in hand so that we have the opportunity to hopefully work through any remaining issues and bring issues to this community that require further discussion and resolution.

So if it is possible to accelerate the timing and get, you know, revised draft of those agreements sooner than I think what was proposed, which was early next week for the naming functions agreement, and I'm not sure if there was any timeline for the next draft of the services agreement we'd appreciate that. I'm a little concerned with the timing and the fast approaching ICANN Board meeting.

Trang Nguyen: Thank you, Josh. This is Trang. Yes, I had mentioned early next week or both of the agreements and that would be by latest. Of course we are trying to get that turned around as soon as possible. I'm having a little bit of issues trying to chase people down internally because of holidays and et cetera, that's why the delay. That certainly we will try to get that turned around as soon as possible. If possible we will try to get it turned around by tomorrow but latest early next week on both of them.

Lise Fuhr: Thank you, Trang, for that clarification. But I agree, Josh, if we are to meet the deadline of having something for the Board it's quite important that we get the text as soon as possible. With that I'll actually open the other track which you, Josh, touched briefly upon and that is the Annex C issues and the incorporation of Annex C into the agreement.

And as I understood from Paul, there are some serious concerns and the ccTLD community is having a call tonight. But that also implies that if there are any concerns that need to actually be communicated very fast to both Sidley and ICANN to work with. And I know that ICANN has replied to the specific issues and as Trang also said, they're trying to put this in a table as such.

But I guess that Paul, Becky and (Steven) and other CCs can work with is - these replies as they are, that we still, it would be great to have the table as a tool. Josh, your hand is up, please go ahead.

Josh Hofheimer: Yes, so this is just a question that has kind of recently emerged from reviewing the documents and maybe it's something that it's just not clear right now what ICANN's intention is and want to confirm or get an explanation from Trang and Samantha if she is on the call, I'm not sure.

That we noticed in looking again at the services agreement that the types of services that are being provided are primarily administrative and sort of back office and overhead. But there isn't the discussion of how the technical staff is being handled. So I just wanted to ask ICANN if they could explain to this group sort of what the intention or what their intention, proposed intention is right now for the technical staff that are the key people performing the IANA services.

Are they going to be seconded to PTI? Are they going to be transferred to PTI immediately? Or are they going to be handled in some other manner?

Lise Fuhr: Okay, Josh, just a second because I would like to take the naming functions agreement first and then we move on to the service agreement and it seems to relate to the service agreement.

Josh Hofheimer: Okay.

Lise Fuhr: Your question, because, one, it's a perfect question it's just before we move into this discussion I would actually ask either Paul, I don't see Becky on the call or (Steven), to actually give a short update on the input, the reply from ICANN, if there are any major issues. Imagine some concerns. And I would

also like to get a confirmation of that it will be possible to have some replies or comments to Sidley and ICANN Legal in a very short timeframe.

Paul Kane, go ahead.

Paul Kane: Thank you very much, Lise. So we confession time, I have to say I am not privy to the behind-the-scenes discussions that are going on in the CC world. There is a call taking place tonight, I've forgotten what time, but this evening among some of the CCs. But my inbox has been, I can't say overflowing, but there's been about 15 emails coming in. And a little a Chris Disspain indicated, I think it would be sensible for the regional organizations to express their concerns directly during the comment period.

But the fundamental issue falls into a number of different camps. Within the CC community, and to be fair to Sidley, when they did their original response on behalf of the CWG, they fairly accurately captured the major issues which is predominately that one of the core responsibility, who is responsible for their entries in the root zone, who is responsible for the management of those entries?

And the CC community evolves effectively into three distinct groups. There is the non-ccNSO membership group or non-ccNSO group, it doesn't have a membership per se.

And within ICANN's bylaws those are already adequately, quote, protected, and just quote chapter and verse, article 4, subsection 10, sorry, article 4, clause 10, basically says ICANN policies shall apply to ccNSO members by virtue of their membership to the extent and only to the extent that policies - that the policies only address issues that are within the scope of the ccNSO.

And that's fine because ccNSO members have the ability to withdraw from the ccNSO if they wish and not be bound by ccNSO, brackets, ICANN policy.

The second group are effectively the ccNSO members and they have effectively signed up to recognizing ICANN as being the party responsible for, I'm going to say the naming function. And then the third group are those registries that have agreements, formal written agreements with ICANN which defined the roles of each party.

So I was not privy to the drafting of Annex C, unfortunately one of our colleagues who has left the industry was on that working group. But it does seem that Annex C is a very important issue for the CC community. And I hope after the call that we have this evening there will be some additional clarity.

I'm very grateful to ICANN for responding to the Kane, Burr and (Steven Deharts) comments. And it's great to see that some have been adopted but there are still quite a few that have not been adopted. But that's effectively one element of the concern. So I hope after tonight's call we will be better informed and I hope to be able to come back to the CWG in writing with the specific concern. But it's fundamentally many CCs, and I'm just going to quote what they wrote. I did put it on the email already, and I will read what I was sent.

Bottom line is the vast majority of CCs do not want to appoint ICANN in charge of their entries in the root zone, and brackets, some ccTLDs have agreements with ICANN which does outlined the relationship such as dotAU, I think dotJP is another one but I added the dotJP. But there are a significant number that do not. Unless they explicitly agree to ICANN taking that role,

and remember, many of the registries predate ICANN, and so it's pretty important.

But again, I welcome the discussion between ICANN and Sidley, Josh, look forward to that paper which should help clarify. And I will come back as soon as I can when we've had this evenings call. Thank you.

Lise Fuhr: Thank you, Paul. Martin Boyle. Your hand was up.

Martin Boyle: Thanks, Lise. Thanks, Lise. I'd like actually just to get a point of clarification from Paul between what he really sees as the difference between non-ccNSO members and the vast bulk of ccNSO members who use ICANN already today to update their records in the root zone file. And he's trying to draw a difference between those two groups and I'm struggling to see and understand what it is that he sees is that particular difference between those two groups. So if you could clarify that I think it would be helpful. Thank you.

Lise Fuhr: Thank you, Martin. Paul, do you want to give a reply?

Paul Kane: So, yes. Yes, so the updating is a mechanical process where no decisions of any party are required providing there is technical compliance with the RFCs, that is today's process. What is proposed in the agreements that are going around and to cite chapter and verse, ICANN reserve the right, I think it was 5.3, let me just be -- I'm just looking at my email, actually looking at someone about to write a comment.

So, yes, Article 5.3 states that unless specifically authorized by ICANN in writing the contractor shall not make modifications, additions or deletions to the root zone file or associated information. That is an assumption that ICANN is in charge.

Now for the ccNSO members they may elect and may develop policy that specifically places ICANN in charge, because that's the role of the ccNSO. However, the non-ccNSO members by virtue of not having to be effectively bound or adhere to such a policy, wish the status quote of the registry giving effectively instructions directly to ICANN - sorry, directly to the IANA to be maintained.

So it's more or less belts and braces. If that ccNSO elects not to develop or change in the policy that is fine. But if the ccNSO is the form for developing policy does so and it impacts the current operation of the IANA then the status quote would not be maintained.

Lise Fuhr: Thank you, Paul. I also see a question from Josh in the email or in the chat, not email asking if you are planning to deliver something to CWG or looking for a paper to come from Sidley. And Josh, to my understanding it is that we have the two tracks going on and in relation to this Annex C track and Paul Kane's comments together with Becky and (Steven) that Paul will deliver a reply on this and CWG, as such, is looking forward to if there are any outstanding issues when you have been looking at the issues list together with ICANN Legal that we will get this list if there are any unsolved issues that the CWG needs to discuss.

Chuck has his hand up. Chuck, go ahead.

Chuck Gomes: Thanks, Lise. And I need some clarity also like Martin from Paul. And I know Paul understands this but I'm a little bit confused. Someone is going to have to make some decisions with regard to the root zone and changes that are made to it.

Because changes to the root zone don't just affect the TLD operator; some of them can have impact on the entire zone for security reasons and other reasons. So I don't understand how there can be no recognition of ICANN making a decision and still protect the rest of us that are in the root from implications that might impact us. So, Paul, can you help me understand how this could happen? How could ICANN not be in charge? I can't see just letting every individual registry have their own authority with regard to security issues and things like that in the root zone, but I suspect that's not what you're suggesting but I need some clarity.

Lise Fuhr: Paul, go ahead.

Paul Kane: So very briefly, I'm not suggesting at all that it's a free-for-all. There are many checks that are undertaken both by the registry operator and by the IANA and by a VeriSign as the root zone maintainer to make sure that the catastrophic scenarios that you are suggesting never occur.

                    The slight deviation of where we are today and where we will be tomorrow is very much one of who is responsible for making the changes on a day-to-day basis within the technical criteria that fundamentally determined by the IETF.

                    So within the 1591, RFC 1591, there are conditions under which is a registry operator is technically incompetent and does damage then the IANA and only then does the IANA step in. And that's really what, I think, the intent is to try and reinforce rather than giving more authority to ICANN IANA as part of this transition.

                    There will be some registries that want to give ICANN IANA ultimate authority same as within the gTLD world but within the ccTLD world it is - there are, as I say, that three different models, and there are probably more

than that. I mean, a colleague from Eastern Europe wrote to date they have other concerns. But provided they can make the changes that they need they are happy with how things are divided they are technically safe.

There is no intent of doing any damage and indeed it's great -- we're very grateful to IANA for undertaking those checks to make sure that no registry forces through changes that would be damaging. But within the whole process there are already checks and balances in place. So I don't think the doomsday scenario is one that would come about.

Lise Fuhr: Thank you, Paul. And before we move on to Trang, I see some in the chat that Marten Simon says that many or the ICANN responses actually proposing that could change the text that you're concerned about. I would suggest that we close this subject with Trang as last in the queue because there's a meeting tonight where the CC community will evaluate the answers and let's have a look at it and then, well, the CC community can come back to CWG with any concerns.

And of course I think we have an open process too where the regional organizations also can chime in but I believe it is good to have their concerns as soon as possible sent to the CWG so Sidley and ICANN can't work through those so we have both a parallel processes. Trang, go ahead.

Trang Nguyen: Thank you, Lise. There is a thread in the chat room that I wanted to address with regards to -- and I think Greg said this very well is that is it the idea to give ICANN as the IANA function operator the same responsibility it had before regarding root zone changes, no more no less?

And that's absolutely -- is consistent with the CWG proposal. And in a response I had sent Paul, to your latest email message, I had referenced

section - or paragraph 1158 of the CWG proposal which states that the CWG Stewardship is not recommending any change in the functions performed by the IANA functions operator and the root zone maintainer at this time.

And the CWG Stewardship further recommends that there should be proposals to make changes to the roles associated with the root zone modification that such proposals should be subject to community wide consultation. So I think anything that is above and beyond that would be considered inconsistent with the proposal. So I also conveyed that in the response that we had sent back to you, Paul, in your latest email.

And then the other thing that I wanted to ask for, Paul, is you have referenced that Annex C is particularly important and should be incorporated into the naming functions agreement. And we agree with that and it would be -- and we think that we have incorporated the principles of Annex C into the current version of the naming functions agreement. So to the extent that you or members of the ccTLD community believe that something in Annex C hasn't been incorporated satisfactorily then please, if you can be specific in pointing out, you know, those specific areas, that would be very much appreciated.

Lise Fuhr: Thank you, Trang. Do you have actually pulled up the table in the Adobe room that you prepared? Has that been sent to the group? And if not good we send it to the group so actually that can be used for the ccTLD call?

Trang Nguyen: No, actually I did not send that to the CWG, Lise, that we can do that certainly right after the call.

Lise Fuhr: Okay thank you. Okay, with that I would -- unless Paul wants a really quick reply I think we should move on to the next item. And Paul says no, smiley. Thank you.

Then we have the service agreement where Josh was actually having some questions to ICANN Legal. Trang, your hand is up. Is that a new hand or an old hand? Old hand, okay.

So, as you might know on the service agreement, there was a list circulated and it seems that most of the issues have been resolved between ICANN and Sidley.

We – there are still some issues and I would actually like Josh to repeat the question in a minute. But I know that also we have had some input from DTO on Schedule A, which was the first pass on it. And this was actually done in parallel with Sidley and ICANN working on the item so there might be some overlapping answers here.

But I know that the DTO made a first pass on this and I would ask Chuck to go through. But before that I will have Josh repeat your question and then I would ask Chuck to actually quickly walk through the input from DTO. And I also know that Jonathan has made his walk through the list and send some suggestions to it.

But Josh, please go ahead with your question again and we can have -- I know Sam is not on the call but I don't know if Trang can answer or pass on the questions.

Josh Hofheimer: So I did - I did get an e-mail response from Sam. The question -- and I'm going to defer to Chuck because it may be that you all have already addressed it so I will let you walk through your review of services A. But the question briefly was, you know, what employees are being seconded or not and how is

ICANN proposing to handle the technical staff that's performing the IANA functions?

Lise Fuhr: Okay, and just to be clear, the email, did you receive an email from Sam regarding this just now or…

Josh Hofheimer: Yes.

Lise Fuhr: Okay. And what was the reply?

Josh Hofheimer: Sorry, that they were going to be seconding – they were going to be revising the appropriate section of the services agreement to reflect that those assigned to be IANA department will be seconded to PTI. They are not proposing to provide a list of those seconded employees, but that's maybe something that CWG wants to consider whether or not they want to know exactly who have been seconded at the outset or not or if they are comfortable with that response.

Lise Fuhr: Okay. Maybe, yes, Trang, your hand is up. Trang, go ahead.

Trang Nguyen: Yes, thank you Lise. And, Josh, I know you've been sorted in and out on the CWG related discussions as it relates to implementation so I'm not sure if you were aware. But the plan is still as it had been where when we had circulated to the CWG the revised staffing plan, if you would. And that is that at the time of transition ICANN will be seconding the IANA staff, the current IANA staff to PTI in order to perform the IANA functions. So that is still the plan.

And apologies, Josh, I don't know if you've actually seen the revised staffing plan and that may be the basis for your question. But that is still the plan. In the current version of the services agreement we do have language in there

that says that no later than the third anniversary after the effective date of the transition ICANN would put in place benefits programs, you know, processes, procedures, etcetera, that would be needed in order for PTI to hire its own employees.

So that is as per the revised staffing plan that we have shared with the community a while ago. So that's the plan. I think that the missing link and I think what Sidley is asking for is more some may be perhaps some more specific language in that same section relating to the secondment of the employees at the time of transition. And certainly we can look into adding that.

Lise Fuhr: Okay thank you, Trang. I see some questions in the chat, one from Josh asking if at the time of transition does that mean three years or immediately after the effective date that the ICANN staff will be seconded?

Trang Nguyen: The effective date, it's the latter.

Lise Fuhr: It's the latter, okay thank you. And Avri is asking, but are the technical people being spoken of considered part of the entire current staff? I guess it is.

Trang Nguyen: Yes, so, Avri, what we are referring to is actually, and Elisa is on the phone and she can provide some additional clarification if needed. But we are talking about the folks that actually are directly performing the IANA functions. As you know, there are a lot of shared services support that are provided by ICANN. And those are the type of services that are described in the services agreement right now.

But the staff that is being seconded already individuals that are directly performing the IANA functions. I hope that clarifies your question.

Lise Fuhr: Thank you. But, Trang, given the amount of question on this issue is there any reason not to be very specific on this staff being seconded or will not give some other complications?

Trang Nguyen: So, Lise, we've only had some very initial conversations on that topic. And I actually haven't consulted everyone that we would need to consult with internally on this to get their thoughts. But our initial reaction to that is that it's probably not something that we envision be included in the services agreement but we can, you know, like I said, I mean, our initial reaction is that it shouldn't be. It's not consistent with the level of detail with sort of the current structure of the agreement. But, again, we need to have some additional conversation internally around this.

Lise Fuhr: Okay. Thank you.

((Crosstalk))

Lise Fuhr: Yes, sorry, go ahead, Trang.

Trang Nguyen: And I guess one of the things that we wonder is, you know, in the naming function agreement we do make the commitment that ICANN will be providing whatever resources including personnel are necessary in order for PTI to perform the functions that it needs to perform. And so I'm not clear, I guess we are not clear as to why we would need to actually specify the names of individuals in a contract.

Lise Fuhr: Oh, I would not envision names more function, so it's not - and I see actually Sharon Flanagan asking what hesitation to naming the initial group. And here with the group I would actually say it's more the specific function then any

names because I agree, it's not appropriate to have specific names in a contract like this.

Trang Nguyen: Right, and there's also a tie to this with the PTI budget as well because as you know, the FY'17 budget actually identifies the number of FTE that's required to perform each of the functions, each of the IANA functions. So in a send that information is out there and so from a contract perspective because the number of individuals may change over time, you know, from a contract perspective I think it's sufficient to say that whatever resources the PTI requires ICANN would provide.

And then the actual number of resources that's required to perform the functions, which could change, is in the budget and ICANN is committed via the budget, ICANN is committed to funding whatever is the approved PTI budget. So from that perspective we didn't see, you know, why it would make sense to actually name individuals in a contract or even the number but rather I think the important thing here is just to make a commitment that ICANN would provide whatever resources PTI needs in order to perform the functions.

Lise Fuhr: Okay. I see a lot of actions in the chat regarding this. So, yes, and both camps; some are saying naming individuals are typical and others say I don't think we need to know names. I think we should, I don't know if -- how the text is on this but Elise Gerich, your hand is up. Go ahead.

Elise Gerich: Yes, thank you, Lise. So someone made a question in the chat about whether this staff - the ICANN staff currently doing the IANA functions know that this is happening and if they are in agreement. And yes, the IANA department within ICANN is very well aware of the conversations. We're planning for the changes. And we understand that our entire department will be seconded to

continue to do the job and the functions that we do today. So I just thought I'd let you know that that's well known.

Lise Fuhr: Thank you, Elise. Chuck, your hand is up. Is that…

Chuck Gomes: Trang answered my question in the chat.

((Crosstalk))

Lise Fuhr: Okay, with the key personnel clause. Okay great.

Chuck Gomes: Thanks.

Lise Fuhr: Yes. Okay well I think with the input we've given today I think we should leave it to Sidley and two ICANN Legal to see what they can sort out. And then if there is not an agreement on this we can discuss it again on the next call.

And with that I would actually ask Chuck to give a quick update on the DTO comments to the Schedule A please.

Chuck Gomes: Thanks, Lise. This is Chuck. And let me clarify first of all that DTO looks specifically at Schedule A of the services agreement and the list of services that were there which is what I understood we were supposed to do. And I apologize that I didn't send anything out on our suggestions with regard to Schedule A until yesterday.

And that I only sent that to the IOTF list because my understanding was that the IOTF members were going to take a look at Schedule A as well. So I sent

her information to them. I have no problems sending that to the full CWG if that's what you'd like. Just let me know.

But let me quickly go over it. It's really a one-pager that we send. And a couple of things that are really minor edits. So there were four of the listed services that we commented on. One of them was facility support. and all that was was a typo correction.

We also suggested adding a sentence for information systems development and security. And there was a nice exchange and input from Elise on this. And our suggestion is that a sentence like the following be added, which basically says PTI will leverage ICANN's IT departments relationship, contracts with vendors to promote hardware, software and maintenance contracts. And so that's just to get some clarification. Elise provided the clarification in her response. We thought it would be helpful if it was clarified a little bit more in the description of the services.

The third item, area what insurance administration. And again, this was more of a wording thing. The word "auto" was in there and it wasn't clear whether that meant automatic or automobile. And so we suggested that that be clarified to mean vehicle insurance.

And then last of all, with regard to security, we suggested that cyber security be included in the description of security services. So that was our suggestions. Again, those were sent in a table format to the IOTF list. I, again, if desired I can send them to the full CWG list, just let me know.

Now we also made a general comment that wouldn't affect the list of services in Schedule A, but, and let me just read that to you because there's just a couple sentences.

"Although not necessarily required to be in the services agreement, it's recommended that that PTI operating plan and budget provide detailed costs for each of that Schedule A services. This will facilitate monitoring and evaluating PTI costs corresponding to Schedule A."

In other words, in simple words, what we are suggesting there is that it would be helpful in the PTI budget development process and even going further than that in the invoicing of PTI services that they be listed according to the Schedule A list of services. So again, we're not suggesting that needs to be in the services agreement but I think it would be a practice in the development - budget development process if the services were listed according to Schedule A. It would make it easier on all of us in the community of tracking and monitoring those.

And this probably gets more into what Jonathan's responses were with regard to the services agreement. And I responded to Jonathan in that regard. And that was again, on the IOTF list I think. I don't think it was on the full CWG list. And I will stop there.

Lise Fuhr: Thank you, Chuck. Actually we sent them to the list but in order not to flood the list with a lot of emails I think unless there is a specific asked for it you gave a very comprehensive summary of your comments. And I don't know if there is any questions for Chuck in relation to their comments or there are any need to see the actual scheduled or comments from DTO and Jonathan? No.

Seeing none I will move on. And since this is actually still a work in progress where ICANN Legal has to come back to Sidley with a revised version of the service agreement I would move us on to the next item, which is the IANA IPR.

And you have seen earlier today we have had a memorandum sent from Sidley, (unintelligible) memorandum. Oh, I see, sorry, I see Chuck asking - just asking Chuck to send the comments to Sidley so they can help verify the revision. That makes sense. We will make sure.

Chuck Gomes: No problem.

Lise Fuhr: Okay. Thank you. So that needs to be an action item that both the comments from Chuck and from Jonathan needs to be sent to Sidley. Okay, at the last call the CWG actually decided provisionally to look at ICANN as a signatory. But you also asked Sidley to investigate further on the issue. So that's actually be offset or the basis of the memorandum that has been sent to the group.

And I would like Sidley -- I don't know if it's Sharon or it's Josh who will present the memorandum to the CWG. And I see Sharon has her hand up. Sharon, go ahead.

Sharon Flanagan: Thanks. I can cover the memorandum that we circulated if you haven't had a chance to look at it in detail. You had asked us to take a look at if ICANN were the counterparty to the community agreement with the IETF Trust, what would the mechanisms or processes be that could be put in place to put some constraints on ICANN or to help ICANN -- help direct ICANN as to the, you know, wishes of the names community.

So just to recap in this memo, we've just highlighted what the primary responsibilities would be of the counterparty to the -- for the names community under the community agreement. There are six primary responsibilities. The first is to appoint the individuals who would serve on this IANA community coordination group, and also to appoint a cochair. There

would be three cochairs; one for names, one for numbers, and one for protocols and parameters.

The next responsibility would be to monitor the use of the IANA trademarks. The next would be if there were a change in the IANA operator it would be the role of the community, the names community, to request that the IETF negotiated a license with the IANA operator, the new operator.

The next responsibility is to generally consult with the IETF Trust regarding matters of registering, protecting the IANA IPR. And then the next item would be to terminate the community agreement on behalf of the names community or withdraw the names community from the community agreement if it was desirable.

And then lastly there is one item that more of a transition item which is to request at some point that the IETF Trust seek approval from the IETF to amend its governing documents to permit the IETF Trust to transfer the IANA IPR in certain circumstances.

So those are the responsibilities that ICANN would have on behalf of the names community. And again you had asked us to look at what the mechanisms and processes would be that could be put in place to give some guidance to ICANN.

I should point out though, for completeness, that there is one approach which is that you simply as, you know, the CWG right now you simply ask ICANN to step in the shoes of the names community and implement the role under the community agreement without oversight. Again this is a very narrow responsibility relating to the trademarks, the service marks and the domain names.

And I just remind people that under the CWG proposal -- at least the same term sheet for the naming contract contemplated -- that ICANN would keep the IP.

So it is possible that you could simply say, ICANN, you take it. You've been doing it. You seem to be doing a fine job of it. Go ahead and keep doing it. That's one possibility.

But if you wanted to add some constraints or give some direction, this memo outlines the ways you might do that.

So in terms of providing that direction to ICANN, I think there's really two things. One is helping ICANN or directing ICANN as to who the three representatives would be to this CCG. This is the group of nine -- three from each of the communities -- that would be directing the IETF trust.

And then the second would be just providing the general input advice and direction to ICANN so that it could act on behalf of the names community under the community agreement. So those are really the two places of direction.

So going to first one, how would ICANN select the three representatives, you could give very specific direction to ICANN. You could tell them these are the representatives you should appoint. You could draw those representatives from certain of the SOs or ACs that you think are most representative of the names community, at least in respect of this narrow IP function.

You could also direct that the representatives be selected from the CFC for example if people think that would be an appropriate body.

Or if CWG were to become an unincorporated association or were to remain in existence post transition, the CWG could select the three representatives by consensus from among your membership.

And you could give those names over to ICANN and then ICANN could direct the IETF that those were the three representatives. So those would be some of the options as to how you might give instruction to ICANN on the selection of the CCG representatives.

And I just threw out a straw man here which is, you know, theoretically you could have one representative from ICANN, one representative that would be selected by the GNSO and one that could be selected by the CCNSO.

I think that was - there was a comment made on the call last week that maybe GNSO and CCSNO might be the right bodies. So that's one possibility. So that's the first topic.

The second topic of providing direction to ICANN would be just the general input and advice that ICANN would be providing under the community agreement. And so there, you know, there are certain decisions that ICANN will have to make as the signatory.

And you could have either an agreement or some kind of policy memorandum of understanding where you could specify that certain of the SOs or ACs would give direction to ICANN as to how it should operate under the community agreement. It could be the CWG if CWG wants to remain in existence or it could be another body.

And that discussion between whatever that community group is and ICANN could be just a consultation right and ICANN could make the final decision. It could be rebuttable presumption that whatever the community advice is that ICANN would follow it unless there were some compelling reason not to.

Or you could say that ICANN and whatever this group is would have to agree by consensus. They would have to come to some understanding and then that is how ICANN would act.

So there's varying degrees of - if there's community input, there's varying degrees of the force of that input, whether it is merely consultation or it's something more binding.

One of the responsibilities under the community agreement that I highlighted that is the obligation to notify the IETF trust if the IN operator has materially breached its obligations to provide the IANA services for the names community.

If that were to happen, there were be notice to the IETF trust. And then the IETF trust would consult with ICANN about what the next steps would be which could possibly include a termination of the license agreement.

And that's one place where you might want more community input because you would have - ICANN would be talking to the IETF trust about its own breach. So that - you know, you could see that might be a place where you'd want more community input.

I'm going to pause because I see Greg's hand up. Greg?

Greg Shatan: Thanks. Greg Shatan for the record. I just have one overarching comment on the ICANN-related scenarios. And I have a few other minor comments on the memo which may not even rise to the level of needing to be mentioned here.

But in my view ICANN needs to be viewed as no more than an avatar for the names community and needs to be directed. You know, it is signing on behalf of the names community and providing somewhat the way ISOC does for IETF -- a legally recognized entity merely for the purposes of, you know, putting a legally recognized entity where one is needed.

So I think the idea for instance of ICANN having one of the three seats kind of for itself and other ideas of it kind of operating more generally with, you know, loose supervision of the names community are not the way I think it should be handled.

It should be in essence, you know, like the monitor is to the computer. It displays information but it makes no decisions of its own in spite of some people who think the problem is in the monitor. It's really just the display. And that's I think the model we should be looking for here. Thanks.

Sharon Flanagan: Thanks Greg. Okay well let me turn next to - those are the basic areas where if ICANN were to party to the community agreement where would the community need to provide input. So again it's primarily who the CCG representatives are -- the three individuals -- and then providing the general advice and consultation along the way as ICANN is making decisions under that agreement.

And Greg makes a point that he thinks ICANN should be given a lot of direction and should not be having discretion to make those decisions on its own.

So if that's the general view of the CWG, then the next part of the memo is well how would you document that. If in fact the community is going to be directing ICANN, what would be the process you'd put in place to make that work?

For that we envision there's a handful of alternatives, varying degrees of formality and enforceability.

The first one would be that CWG would request that ICANN serve as the counterparty but there would be no legally binding agreement. So CWG wouldn't be a counterparty to an agreement with ICANN. CWG would not form itself up as an unincorporated association.

Instead, there would be, you know, some kind of policy memorandum that would direct ICANN as to how it should act under the agreement.

And then the oversight would have to be created because there wouldn't be a legally binding agreement for CWG to enforce itself.

So the ways to do that are outlined in the memo. But for example you could have that be part of the IANA function review.

The periodic or special reviews could be you look at whether ICANN is following this policy memorandum or not. And if it's not, that could be part of the feedback that goes back as to what's working and not working.

Doing that though would require an amendment to the ICANN bylaws because right now that is not part of the IANA function review. That's not part of the scope of their work.

Even if you didn't expand the IANA functions review because maybe it's just simply too difficult at this late stage to try to do something to the ICANN bylaws, you could still have some indirect oversight of ICANN's performance against that policy memorandum through the empowered community's ability to elect the ICANN directors.

So if ICANN simply ignored the policy, then the community could speak through replacement of the board over time. So that's one way to deal with that.

So that's the least formal, least directly enforceable approach. Obviously, you know, the benefit of that is it doesn't require that you find a legal entity to be the counterparty with ICANN because in some respects the reason -- at least it sounded to me -- the reason you wanted ICANN as the counterparty is because it's a legal entity and it's readymade and can do it.

And if you do that but then now want to create a legally binding agreement to oversee ICANN's work under the community agreement, you've kind of just kicked the issue one step up. And now well who's going to be the legal entity to that agreement with ICANN?

So you've kind of now just moved the problem to a new location in some respects which is why scenario one is probably the simplest approach and still gives you some ability to exercise the oversight that Greg is advocating for.

So number two is another approach and that would be that CWG would form itself up as an unincorporated association and enter into a legally binding agreement with ICANN pre-transition.

So it's the same concept as the policy memorandum but instead of it just being an unenforceable policy, it would be an actual formal agreement between CWG and ICANN.

I say CWG. It doesn't have to be CWG. It could be another legal entity. It could be - an SO or AC that already is a legal entity could stand in the shoes of the names community and enter into that agreement with ICANN or another SO or AC could form itself up as an unincorporated association and do that. But some body, some entity, would need to be a counterparty to an agreement with ICANN.

And that contemplates that would happen pre-transition. That's scenario two in the memorandum.

And then number three, scenario three would be that it's a bit of a hybrid. CWG requests that ICANN serve. There's no legally binding agreement at the time of transition. Instead there's this policy memorandum.

And then post transition, CWG forms itself up as an unincorporated association or identifies another legal entity to be a party to an agreement with ICANN. And that policy memorandum is converted into a legally binding agreement between CWG or another legal entity and ICANN. So that's a bit of a hybrid.

And then number four -- the last alternative -- would just be another SO or AC or CSC becomes the unincorporated association and takes on the role.

So those are - we thought those would be the approaches you could take in terms of both providing the oversight and then implementing it from a legal standpoint. Are there any questions on that?

Lise Fuhr: Thank you Sharon. It's Lise. I actually have a question because if one chooses to take number one where ICANN serves as a counterparty to the community and there is no legally binding agreement, you're saying that we still have the empowered community as a safety net to this. Is that correct?

And can - but you still envision that we make an agreement -- the community with ICANN -- on this to actually have the constraints that… At the last call there was a lot of concern regarding establishing some conditions or constraints for ICANN as a party. But you say that we will have the insurance of say the empowered community to act if ICANN is doing any issues here?

Sharon Flanagan: Yes Lise that's correct. That's the - it's an indirect mechanism obviously. And it may be that the empowered community will never care enough about the IP to make that a reason to replace board members. So I think people have to be realistic about that. That may just not - it may not rise to that level.

But if it did -- if it were that important and ICANN were simply ignoring this policy understanding with the names community -- that could be a basis to say, you know, we're unhappy with the board. And then of course that has the deterrent effect of hopefully that means ICANN doesn't disregard the policy memorandum.

And I can't imagine they'd have a reason to disregard it. It should be I think fairly straightforward and simple.

Greg, I see your hand's up.

Greg Shatan: Greg Shatan again for the record. A couple of thoughts. One, you know, it is conceivable in terms of having a - something with greater legal effect than

kind of a, you know, like some sort of a - well we could always have a piece of paper, whatever it is, that indicates how this is going to work. Obviously it's not any more legally binding than any kind of other internal ICANN document.

The only thing that really, you know, could be a form for something that's legally binding in that sense and really a different sense would be to put something in the bylaws that memorialized this position. Obviously that's not going to happen overnight and not by September 30 or at least highly unlikely to happen.

But that is one way to be given more peace and also kind of fits more directly into the remit of the empowered community which tends to focus on bylaws violations as a trigger for its activities although not exclusively.

I think as to any alternative that involves creating another entity as an unincorporated association, if that entity is being created to make - just to enter into an agreement with ICANN, at that point it seems like why do it. Why would we - why not just have that unincorporated association act as the names community representative?

And as indicated, there's not necessarily a lot to do here and all of it has to be done at the instruction of the community. So, you know, there really - at that point there's really no need I think to put ICANN in the driver's seat even as a driverless car. Thanks.

Sharon Flanagan: Thanks Greg. Yes I think that's right. But that's another - we could do another transition within a transition. As we talked about on the last call, ICANN could take this role on now and there could be a transition later to another

legal entity, whether it's CWG or another body that would want to directly be the party to the community agreement. That's another possibility.

So you can have ICANN now, some other body later. You could have ICANN and for whatever period of time ICANN is serving, there could be some direction either through a nonbinding policy or through something binding.

To Greg's earlier point on the bylaws, certainly that is another means of creating something legal and enforceable - is to amend the ICANN bylaws to incorporate this. But obviously that would be - you know, require a fair amount of process and work as well.

Lise Fuhr: Sharon, I see a question in the chat from (Donna) who says what's the real risk here. What could ICANN do to compromise the IANA IPR? Do you have any response to this?

Sharon Flanagan: I think probably one of the members of CWG -- whether it's Greg or I know Alan has spoken on this before as to what impact it has on the names community.

My understanding was it was not a dramatic impact which is why the names community didn't take as hard a line on the IP at the outset as some of the other communities.

I don't, Greg, if you can respond to that or Alan? I know you've spoken on the topic in the past.

Lise Fuhr: Alan, you have your hand up. Go ahead.

Alan Greenberg: Yes. Thank you. Sorry, I wasn't sure if Greg was going to speak or not.

I believe -- and I haven't heard anyone tell me otherwise -- that the only community that would suffer a potentially significant impact if and in particular if the domain name… I'm not sure there's any impact other than psychological or public relations of losing the trademark.

In terms of the address, the domain name, the parameters community would suffer a significant impact potentially because at this point my understanding is that addresses are actually embedded in code and virtually impossible to change in, you know, some fraction in billions of machines or many hundreds of millions of machines.

The impact on the numbers community is virtually nil. We have five RARs that occasionally have to contact IANA and I'm told they don't do that very often. And there's virtually no impact on their users. So although they are the ones that put the requirement in the transition plan, there doesn't seem to be a lot of actual impact to their community.

And in terms of our community -- the names community -- yes there are lots of groups that interact with ICANN - with IANA rather and they would have to change. But it's nothing that couldn't be done. We would not - the Internet will not stop working.

It would just be a little bit awkward for a bunch of people and we'd have a major public relations issue that we'd have to, you know, make sure that everyone knew the domain had changed.

And depending on how we lost control of it, we may or may not have redirection capability to point to the new one. So it would be awkward but the world would keep on going.

And the chances of it happening -- since the protocol community are the ones that depend on it most and they're the ones who now have - effectively have control of it -- you know, the risks are not high, certainly in my opinion.

Lise Fuhr: Thank you Alan. I see Greg is next in the queue. But before giving - handing it over to you, Greg, I would like to remind us all of what Sharon started the presentation with, that the initial proposal or a thought in the proposal regarding the IPR was actually to keep it with ICANN. So with that in mind, I think it's important that we don't create a too-complex solution on this.

Greg? Go ahead.

Greg Shatan: Too late. Thanks. Though we're trying not to be too complex. Greg Shatan for the record.

And I think that to answer (Donna)'s question and perhaps to have - it's really a corollary question, to compromise the IANA IPR itself is really not where the greatest risk is here if we want to try to identify risk.

I mean, there could be the possibility that ICANN could instruct the IETF trust to abandon the IANA trademark as it relates to names or the subdomain.

But I think those actually fall to the CCG, those particularly responsibilities of oversight. And it's really those actions of keeping most of those registered and maintained fall to the IETF trust as positive obligations.

So there really isn't much that needs to be done by ICANN or the CCG unless the trust isn't meeting its obligations.

As far as what it could do using its position in this agreement, I think as noted in the memo one of the things that has to happen is that the signatory needs to request that the IETF negotiate a new license with a new operator if there's a change in the IANA operator.

If for some reason, ICANN wanted to gum up the works, it could if it wasn't kind of held closely under control. There are - you know, it's conceivable they could also gum up the works with regard to appointing the individuals to the CCG.

This all goes to my point that the signatory -- whomever it is or whatever it is -- you know, needs to be a shell. It needs to be an avatar. It needs to be solely at the direction of and on behalf of the names community. What the names community means exactly is a subject for another time in the very near future.

But the point is that there are certain powers that the signatory entity has under the agreement that could conceivably be abused especially at the point of a termination of the IANA functions operator which of course at this point is ICANN.

So it's not - it doesn't need to be very complicated to make sure that ICANN is - when it acts as signatory is acting only as directed period. Thanks.

Lise Fuhr: Thank you Greg. Andrew Sullivan? Go ahead.

Andrew Sullivan: Hi it's Andrew Sullivan. Yes so just to remind everyone, I am a trustee and involved in this discussion in another capacity. So I want that to be clear to everyone.

I just want to remind two things. First of all, Alan's discussion of like who would be most affected and so on, please don't worry about, you know, the effects on other communities. They already made their decisions about this. The IETF consensus on this actually was that it's not big a problem for us.

But I want to point out that the whole structure of this agreement between the trust and the various communities - the goal is to make sure that the trust does what the community wants.

And so if we were in the situation where the signing power was in fact getting in the way of something that the community obviously wanted, it's worth noting that, you know, ultimately the controls in the system fall to the trust because it's the owner of the IPR after the transition.

So, you know, you do have an additional -- very uncomfortable admittedly -- but an additional fallback mechanism here. And that is that, you know, the IETF trust is going to pay a lot of attention to what the community wants.

With all of that said, there's another thing about this that struck me during this conversation. And that is the real problem is the one that Greg just identified which is where you've already decided that you're firing ICANN from this job.

And under those circumstances, you know, there's all kinds of things that are going to be difficult about, you know, getting them to let go of stuff and so on if that is a disputed situation. The IPR is going to be the least of your problems under those circumstances.

So I think that, you know, it's worth sort of balancing that against the effort that you could put into making it perfect. Thanks.

Lise Fuhr: Thank you Andrew. Some very good points. Paul Kane, go ahead.

Paul Kane: So I'll be very brief. I have not been following the IPR debate at all. I apologize.

But I do think just following on from Andrew's point -- which is the point I was really wanting to make -- in the event of there being a dispute and ICANN losing the right for whatever reason to manage the IANA PTI function, it would be very sensible that there were escrows of data and that data was held by a third party.

So at least there could be a smooth transition -- heaven forbid -- from the current operator to whoever the new operator would be.

And just to show my lack of knowledge in this area, at a technical level I understand certainly in my day when I started sort of 20-odd years ago, Internet.net was where most name servers got their hints file from RSInternet.net. We've been talking a lot about IANA.org.

I assume Internet.net -- which is what name servers tend to rely on I believe -- would also form part of this IPR portfolio.

I've just looked it up today. And certainly today Internet.net is the zone where the tech's file - the hints file is based so FTPInternet.net and RSInternet.net. But I'm guided by people who are significantly more au fait than I am. But certainly a lot of name servers are using that today. Thanks. Bye-bye.

Lise Fuhr: Thank you Paul. I find it's a little difficult to actually summarize on this discussion because we seem to not be very specific on which scenarios want

but more what concerns we have in relation to ICANN and such. I recall (unintelligible)…

Woman: It looks like Lise got disconnected.

Man: Is someone able to carry on - Greg do you want to - you know this issue, we don't.

Greg Shatan: Yes, Lise just told me to go ahead and I'm not sure (to go) ahead with (terms) of my hand but I'll also, until we get Lise back, try to moderate. First in my hand capacity I think that while we obviously have been doing issue spotting and the like, and raising concerns, to my mind our best bet is still at this time not necessarily in the long-run but at this time ICANN as the signatory with some form of documentation transparent known documentation that they can be held to that has them functioning as basically a puppet if you will, avatar just sounds so much more complimentary, of the names community in signing this agreement and carrying out the - whatever exercises need to be carried out by the signatory.

Frankly there's so little to do in the short-run it's highly unlikely that any controversy would arise and we could post transition in a somewhat more leisurely way, look at whether we wanted to stand up a different organization or empower ICANN in a different way. But in terms of getting from here to there, to my mind, Option 1, a request from the CWG or from some other thing that we identify as the names community, but more about that later, is authorizing ICANN to act on the behalf of the names community under certain terms and conditions and let - you know, try to make it high level and plain English and non-oppressive to the reader much less the participants. You know, that just seems to be the way to go, probably the only way we can go in 45 days.

I see Chuck has his hand up.

Chuck Gomes: Yes, just - this is Chuck. So just to follow-up with what Greg is saying, it seems to me that we're at a point where we have to make a decision now and to do what's necessary assuming that there really are no major objections to perusing this route of ICANN being the signatory, and between now and our meeting next week, steps need to be taken to make that happen because as pointed out on the memo, there are some additional bylaws changes, they may not be significant but they still need to happen and there's not very much time for that to happen I don't believe so my suggestion is, is that we agree on this call to pursue the ICANN signatory direction and to have whoever can take the action steps between now and our next meeting to make that happen including proposed bylaws changes which (SIDLY) has in their memo defined so that should simply that but I don't think we have the luxury of pushing this off to another meeting. We need to make a decision and take the steps to make it happen if that's where we're at.

Lise Fuhr: Thank you Chuck and everyone, I'm back on the audio again. Sorry that I got disconnected, I don't know it happens when I've been talking 1.5 hours. But, I've been listening into Greg and Chuck requesting, or suggesting, that we go with ICANN as the signatory and we - and I understand Scenario 1 could be an option. I agree we need to make a decision today.

I think that - I'm not sure I understand the need of any bylaw changes for this Chuck. I think the bylaws changes were more if we wanted to have the IANA functions review to cover the (idea) and I'm not sure if we can - I'm thinking if it's possible to actually do this review or oversight in another way then changing any bylaws which I find would be very - well a very difficult way to go now.

Greg your hand is up, is that a new hand or and old hand? Okay, Sharon go ahead.

Sharon Flanagan: As a next step what we could do is we could drive either the policy memorandum itself or a term sheet for that but just moving to documentation of what that would be, what the outline would be of the guidance that would be given to ICANN and how it would serve as signatory and we could then talk about that at the next call.

Lise Fuhr: Okay, any objections to the (way forward) suggested by Sharon, so we actually decide that we go with ICANN as the signatory and then we also need to flush out the way to do this. I see Greg's writing. (Can) you find this agreement and do what we say? Yes, that's a good thing. (Josh), go ahead.

(Josh), if you're talking we cannot hear you.

Josh Hofheimer: Sorry just - yes, sorry, just to be clear from what we're seeing in the chat, we can put this together but it appears that we ought to do so, just so we're clear on the guidance with - if possible to do it, to structure it in a way that does not require changes to the ICANN bylaws at this time and we've already identified some of the vulnerabilities in that approach but there seems to be agreement that that, on balance, that that's something that can be lived with really.

Lise Fuhr: Yes, that is my understanding that we will work with Scenario 1 and preferably without any changes to the bylaws. But, you can try and flush this out and if we have any issues we can look at this at the next call. But we settle in on Scenario 1 and preferably without any changes to the final.

Okay, any other questions, is that an answer enough (Josh) or your hand is still up or you have another question? No, I see (Matthew) is writing, possibly use (unintelligible). So - and (Don) is saying, can live with the adequate over perfect, so yes, that's a good way to put it.

Any other issues on the (INIPR), Sharon? Oh, sorry, Sharon, go ahead.

Sharon Flanagan: That's okay, it's an old hand. Thanks.

Lise Fuhr: Okay, regarding the (INIPR) I don't know if Greg you have any updates on the meetings between the three communities and before that I see that (Paul Cane) raised his hand, (Paul), go ahead.

Paul Kane: I'll be very brief. I agree with (Andrew) and also Greg that my intervention has nothing to do with the (IPR) of the domain itself. It has a significant amount to do with the intellectual property that ICANN has captured over a period of time by virtue of running the IANA and that is the reason why I think it would be prudent hat built into the mechanism is a safeguard that says there should be an offsite backup which there probably is already incidentally, just as a matter of governance but there should be an offsite backup but also the release terms in the event, catastrophic event of ICANN failing to serve the community adequately, very unlikely to happen but at least the community has access to the data. ICANN is acting as a secretary for the community and they will amass intellectual property in the data they collect and that should be transferred as well, thanks.

Lise Fuhr: Thank you (Paul) and I'm not sure that covered on this part of the (IRP) but Greg might have another view on this. Greg, go ahead.

Greg Shatan: Greg first from the - directly responding to the point just made, the (IPR) that (Paul) mentions really is staying with IANA/(PTI) and not being transferred to the IETF trust. So, as such, not really part of this but I do agree that for - to ensure a smooth future separation should it come to pass, that sort of setup that (Paul), you know, indicates is quite typically, where and how we would, as a CWG, specify that or the (CSC) would specify that or any other methodology of doing that, that's kind of an interesting question and I'm not sure it's - we need to reach it right away but it's certainly something to look at, to keep an eye on and perhaps actuate.

With regard to the other question pose which is what's going on with the other communities and of course we have some representatives of the other communities on this call, once the things, the documents, went out for public comment we've entered somewhat of a quiet period or a recovery period in the (IPR) collaborative group. We are having an (IPR) update meeting almost directly after this one at - half an hour after the end of this, just enough time for a bio break and the - it's a relatively short agenda at this point. I mean, we are looking to - basically at this point planning on what to do when the comment period is over and if we do receive substantive comments, how to deal with them and the like. So, and then the other thing is we have a couple of open items noted on the agenda, almost all of which are the ones that we've discussed here because they really relate to CWG. You know, there are actions that need to be taken in the other communities to make sure that they ratify authorize the signing of the agreements before the appointment time to do so but, as per usual, we have the most interesting open issues left. Thanks.

Lise Fuhr: Thank you Greg. Any questions or remarks to Greg? Okay, moving on. I actually would like to quickly go back to (Point 32), oh sorry, (Josh) your hand is up. (Josh) go ahead?

Josh Hofheimer: So, we did make some good progress with, I think, Chuck prompting which is appreciated that we should have ICANN at least initially be the signatory but one of the other important questions that needs to be addressed and determined, I think, for the time we entered into the community agreement is who those CCG representatives are going to be so we can put the memo together that tells ICANN, that instructs ICANN on appointing those persons but I think we need the CWG to weigh in and give some guidance on who it wants those representatives to be and that is one of the topics for the (INIPR) call that follows this one. So, Sharon had thrown out a (strawman) when she was going through this and I don't know if that's something that people agree to or they want something different but I think that is also something that needs to get resolved sooner rather than later.

Lise Fuhr: Thank you (Josh), I think it's a really good point and it's an important issue. The aim was actually to decide on who was the signatory as the first step and then move on to the next step to look at the CCG representatives and I think here it's important that we have the discussion within the group and not having discussed this before, we can have a preliminary discussion now we have 16 minutes left but I think we need to decide on it on the next call and maybe we could have - not draft a memorandum but actually try to list the different options from Scenario 1.

But I see Greg your hand is up, Greg go ahead.

Greg Shatan: Greg Shatan for the record. I think the - T'ing up the CCG topic at the end of this call is a good place to do it and I also - we've mentioned there's one blank that is - that needs to be filled in in the community agreement but it kind of relates to this. The main community means blank. For numbers and for protocol parameters the answers are basically (IRI)'s and IETF respectively. Even if ICANN is the signatory, ICANN I don't think is the answer to that

question. As we discussed earlier, it could be the GNSO and the ccNSO and something else. It could be the CWG. It could be every ICANN (SOAC) or it could be something entirely different. I think that discussion kind of is part of, or maybe an early part of the discussion of where the CCG representatives come from or represent. On a technical basis the CCG representatives have a lot to do with the (CSC) in terms of quality control, of (PTI) albeit in the coming from a slightly different angle as holding a quality control obligation that is legally the obligation of a licensor but it's being delegated to the CCG and then to the communities because of things like (PTI) or (CSC) that are looking after (PTI). But the idea to loop back in is I've now lost everyone almost including myself is that we can't just assume that we know what the (main)'s community is and that the CCG representatives represent it. We're going to have to do a little bit of thought on this point. Thank you.

Lise Fuhr: Thank you Greg. Any other views on - I see two issues here: of course the definition of the (names) community as Greg raised and also - well, the decision on how to choose the CCG representative and this is an initial discussion, we have ten minutes left so if anyone wants to chime in, feel free to do so now. I don't see any - I see (Don) asking in the chat, is the CCG only operational with regard to the (IPR)?

                And yes I believe it is but I see (Josh) is typing. (Josh) you might want to come in here, (Josh) go ahead. (Josh), if you're talking we cannot hear you.

Josh Hofheimer: Sorry. Sorry, it exists, (Don) it exists as a committee only under the community agreement which is directed to providing the vehicle - which is intended to provide the vehicle for how the communities relate to the IETF trust with respect to the (INIPR), so that's it only function and it's the work of the CCG was described in the memo that Sharon walked through.

Lise Fuhr: And if I understand it, we have the three communities represented in the CCG with three representatives each. Okay, (Josh) your hand is still up, is that an old hand or a - no. Okay. With that, I think we all need to look at the memo again, think about how we actually can decide on the CCG representatives. We've asked (Sidney) to actually draft a new memorandum with the offset in Scenario 1 and I see yes (Don) is saying we need to define the (names) community in order to select the representative, is that correct? Yes. Greg, is that something you would like to give a first go on or…

Greg Shatan: Well, I could…

Lise Fuhr: Yes.

Greg Shatan: Greg. I could conceivably provide some straw men. So, prejudicing things or privileging any one straw group over any other. That might be a good way to start and then we can have a few other people, you know, throw in other straw collections and/or throw some of those straws on the fire, thanks.

Lise Fuhr: Thank you Greg. In order to actually have that sent to the group in time for the next meeting, is it something you could do before Tuesday next week so we have some time to review it before the next call?

Greg Shatan: Absolutely. I would - my view is to just put out a summary list rather than try to explain why each list is good or bad or indifferent or incomplete, you know, if you want to have a dialogue on that, I think that's kind of a - that's one of the things to start from the (mere) naming of names so to speak rather than try to postulate an argument for or against each one which would both take more time and also not necessarily start the conversation in any better place.

Lise Fuhr: I see Sharon writing in the chat also, it's a process point, (SO) and (AP) is going to be asked to provide representatives to the CCG or have a consultation role, they need to agree to do this. And that is true but I believe it is a thing where we need to have an idea actually of how to do the decision and then in the parallel also consult with the different - so (unintelligible) if they are interested but if we haven't got an idea of the process yet, we might want to ask them after and so - but I understand we have a need of speed here so I will discuss this with Greg and also (Jonathan), we will get back on how to proceed on this.

Any other questions or comments to the (INIPR)? If not I would like to briefly catch up on the 3.2 service agreement where we actually said that we would send comments from Chuck, (DTO) and (Jonathan) on Schedule A to Sidley.

We need to make a side note to that or an addition because actually we need the (IOTF) to look at those two tables before they're sent to Sidley so because that was the decision of the last CWG call I've been reminded. So to - we need to add that to give (IOTF) 24 hours to send - for the comment to Chuck, (DTO) and (Jonathan)'s comments before they're sent to Sidley. So, they'll be sent to Sidley tomorrow at 1600 UTC, which is not a late California time.

Okay, with that and if there are no other comments, I will actually ask if anyone has anything under any other business? No. I have a quick note and that is we have only planned the call as I am informed until next - the first of September and we might need more calls. So we will very soon get back to you with a couple of more dates for a couple of others calls in relation to CWG and the timing of these calls but we envision to keep on doing the shift in early morning UTC time and these afternoon calls to accommodate as many as possible.

Okay, and with that we actually managed to deal with all of the issues five minutes before time. Thank you all for some very good and constructive discussions. It's been good to settle a couple of issues and we still have some outstanding but I think you all are doing a great job moving very quickly. So it's great, thank you all and enjoy the day or morning or night wherever you are and goodbye.

Woman: Thanks Lise, thank you everyone, bye.

Man: Bye.

END