

ICANN

**Moderator: Brenda Brewer
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8:00 am CT**

Coordinator: The recordings have started.

Yuko Green: Thank you. Hi, everybody. This is CWG IANA Meeting Number 92 on 15th of September, 2016 at 600 UTC. I will now hand it off to you.

Lise Fuhr: Thank you. And hello, everyone, and welcome to this CWG call Number 92. My name is Lise Fuhr and I'll chair the call today. This call might end up taking only one hour but Jonathan Robinson, my cochair and I felt it was important to keep the call in order to continually closing as many issues as possible. And of course we have the two hours and we'll use them if needed.

A short update from our side, we have the naming functions contract – my cochair Jonathan Robinson submitted the CWG comments before the deadline last Friday. So far eight comments has been received and this will also be mentioned in the staff update.

The naming functions and the service agreement are planned to be approved by the ICANN Board after this CWG call today on 15 of September. The ICANN Board is meeting in Brussels where I'm located so – and they actually

also did a small advertisement for some working group meetings here during this Saturday.

Apart from that, we actually have the IANA IPR agreement where the public comment period ended on the 12th of September. So far that I'm informed there's not been posted any public comment from the IETF Trust yet. We will, as soon as they're posted, send them to the group.

We also have been following the CCG representation discussion that's been on the mailing list. And this is one of the key items that we will – one of the key items that we'll be discussing on this call. Another key item is of course the service agreement where we will review the last changes which you agreed on, on the last call.

And I see Kavouss is saying it's appropriate time. I would kindly clarify what positions you and Jonathan will have in the new arrangements. Kavouss, I'm not sure what positions you refer to unless you refer to the position we will have as interim Board members of PTI. And there is of course also what we will discuss later today is the cochaIRS will step in as interim CCG representatives for that group under the IPR. If that's what you're referring to, I'll just mention this. And I think we should discuss that under the IPR issue.

So referring to the – well, referring to that under Item 3 we will discuss IANA IPR. I would like to have the discussion under that item, Kavouss. This is just meant to be a status update and after that I'll hand it over to staff to discuss the implementation update.

I don't know if there are any other questions to this status update? And, Kavouss, we'll discuss the CCG representation under Item 3 and also then we'll ask the cochaIRS.

Okay seeing none, I'll just hand it over to Trang to give implementation update. Trang.

Trang Nguyen: Thank you, Lise. Can you hear me okay?

Lise Fuhr: Yes, we can.

Trang Nguyen: Terrific. Thank you. As you can see there on the slide, with regards to the PTI naming functions agreement, the public comment period ended on September 9 with eight comments submissions. And staff has prepared a staff comment summary and analysis report that we hope to get published very soon. This is going through internal review.

The – most of the comments were brought up issues that were actually addressed as part of the discussion that ICANN had with the CWG and reflect language that were already agreed to with the CWG. So I do not believe that there were any substantive comments that would result in any substantive changes to the naming functions agreement above and beyond what had already been agreed to with the CWG.

The only potential change that we are looking at is the change – the reference to the document itself. One of the commenters brought up the fact that the ICANN bylaws refer to the document as the IANA naming functions contract. And for consistency purposes the document should be named as such.

So at this point in time that's looking like the only change that we will make to the agreement but as I mentioned, we're doing the final review of all of the comments that were submitted as well as the staff report and we'll let the CWG know any additional changes are contemplated.

The PTI services agreement, we circulated a revised redline of the service – of that agreement reflecting the two open items that were discussed on last week’s CWG call. The language in Section 5.1 of the agreement which reflects the methodology for the calculation of the cost for the services and then in Schedule A Sidley had proposed some language around the comment for ICANN consideration and ICANN has accepted that language.

So those are the two new changes on that services agreement which is – which has been circulated to the CWG just a few minutes ago, the revised version at least.

The IANA IPR agreement, as I mentioned, as Lise mentioned, the public comment period for those agreements closed on September 12. And as Lise mentioned, we have not seen the comment from the IETF Trust submitted. So that’s where we are with that and I think we’ll be discussing that in a little bit more detail in agenda Item Number 3.

So, Lise, I would stop there and take any questions. Thank you.

Lise Fuhr: Thank you, Trang. Any questions to the implementation update? Jonathan, go ahead.

Jonathan Robinson: Thanks. Thank you, Trang. Thanks, Lisa. Just to note that that update to the services agreement has only just been circulated, as Trang said, just a few minutes ago. So I think we need some time just to check that and make sure that it’s – you know, just accepting it as it is now we should at least give the group a period of time to review those changes however immaterial they may be. So that would be my suggestion.

Lise Fuhr: I think that's a very valid point. And we will discuss it under Item 3 and then give the group some time to sort it and get back. Paul Kane, go ahead.

Paul Kane: So very briefly, I'm just very wary of some of the comments submitted, particularly I've read the Center comment with respect to technical requirements. It's not – I don't think for the agreement it's not a proposed amendment to the agreement but certainly I think in the (unintelligible) update and just to continue the flavor of the CWG input. I think it is a good idea, a good suggestion that if there are to be changes to the technical requirements that the community is consulted and IANA PTI does form a consultative group if and when it is considering changing technical requirements. Just a small point. But it was a useful point contained within the Center document. Thanks.

Lise Fuhr: Thank you, Paul. And, yes, we will – I think it's important to take this into account (unintelligible). Okay, any other comments to this update? If not, I'll move us onto Agenda Item Number 3, key issues, where we have Sidley on the call to actually go through some of the items with us.

The naming functions agreement, as Trang mentioned, had only one minor change in relation to the comments submitted. And I – that was the name of the agreement and the change to contract. As I understood your comments, Paul, that was more for the technical part and more for the service agreement. And I think maybe we should have a look at those under this part.

And I think we should – if possible, have the service agreement on the screen and it would be good if Josh, who is on the call, could walk us through the changes that was just agreed with ICANN and then I'll take the suggestion by Jonathan to give it some time to reflect and get back to the group if there are any concerns.

Of course, we know that the ICANN Board are meeting today, but so far I'm informed it's more than a one-day meeting and I think we should give it 24 hours as Olivier is suggesting in the chat. So but, Josh, can you take us through the service agreement, please?

Josh Hofheimer: Sure, Lise.

Lise Fuhr: Not the whole agreement but the changes.

Josh Hofheimer: Yes.

Lise Fuhr: Thank you.

Josh Hofheimer: I mean, the only – the primary – this is Josh – yes, sure. Although it might be easier just for Trang to explain the changes that she has made because the only substantive change that was left to be dealt with, which had been flagged for the prior – on the prior call, was that we needed to have further clarification of the process around which, you know, expenses and costs for the services that ICANN was providing would be sort of brought to the attention of the community or made available or accessible by the community and the stakeholders.

And so there'd be opportunity, you know, in accordance with the bylaws for those to be weighed in on as part of the approval process. The language, I believe, in Section 5.2 does now reflect that. And at least from Sidley's perspective we didn't have any concerns with the approach that was proposed here by ICANN. And so didn't feel that there was anything further that needed to be discussed before it be presented to the CWG for their – for its review. So that is the language that you find in front of you.

And it does stress that service are provided on, you know, an actual cost basis and the applicable costs or estimated costs for those services are shared through the process of coming up with the PTI and the ICANN budgets in accordance with the bylaws. That's what it kind of boils down to in the end.

Trang, I don't know, it looks like Jonathan has his hand up first. But maybe Jonathan, if there's anything that Trang wants to add from a clarifying perspective she could do that briefly and then open it up to people's questions. Go ahead, Trang.

Trang Nguyen: Thank you, Josh. Yes, that's exactly right. And the one additional thing that we did is, as you can see, we added in the section called IANA Services that describe the invoicing process basically from PTI to ICANN. So as to meet or satisfy the requirements of 5.4 which is no profit or loss. So essentially each quarter PTI will be invoicing ICANN for their – for the IANA services and then ICANN will in turn, on a quarterly basis as well, invoice PTI for the costs of the services provided to PTI to perform those services resulting in a zero balance cost.

And Section 5.2, as Josh mentioned, basically describe the process by which ICANN would be estimating the costs for the services and invoicing PTI for that cost. So that's essentially is the major change that's been made here.

The second change is the addition of secondment to the list of services in Schedule A. Sidley had proposed language or description for that in the last version that was circulated, the text was bracketed pending ICANN's review. And so the only change in that is that ICANN has reviewed and accepted the text and the brackets have been removed. So essentially the only big change is the text now in this Section 5. Thank you.

Lise Fuhr: Thank you, Trang. I see Kavouss is asking speakers to speak more slowly. Maybe we can remember that all of us. Okay, Jonathan, go ahead.

Jonathan Robinson: Thanks, Lisa. I had the opportunity to review the comments briefly. They seem sensible to me and they seem to tighten up the language about the costing. So for what it's worth they seem like an improvement. But notwithstanding that, I'm in support of an agree with holding the position for 24 hours to give others in the group who are either haven't had the chance to look at it or who are not on the call to look at it and so that's my brief input on that. Thanks, Lisa.

Lise Fuhr: Thank you, Jonathan. Okay. Any other questions or remarks to the service agreement and the changes made? Like it. Then I'd like to briefly return to the naming function agreement where I've seen there's been some comments in the chat where Paul Kane is making the comment saying it's a comment to ICANN staff that there was a valid suggestion from Center on how to deal with technical updates to PTI.

And I see Trang is testing, could you please point me to the specific from Center that you're referring to? And I don't know, Paul, will you quickly do that or we can also do it on the list if that's easier instead of doing it on the call. What do you prefer, Paul? He put in (three) section 4.6. okay, Trang, I think for this it would be good to the staff to review and get back to the group with whatever changes or wording that might have consequences from this comment or if you find that it's all covered by the current text. Thank you.

Trang, your hand is up. Go ahead.

Trang Nguyen: Thank you, Lise. And thank you, Paul, for pointing that out. We did take a look at that specific comment from Center and notes that the comment that Center made was against the version of the agreement that was published for public comment, which did not include the update that we had agreed to in that section with the CWG.

The change to the language of that section that we agreed to with the CWG is instead as a reference to customers in that section so instead of just coordinating I think it's a word – coordinating with customers to update user instructions, what we had agreed to with the CWG is that we would coordinate with the interested and affected parties to update user instructions. And interested and affected parties has the definition within the agreement or the contract to refer to ccTLDs, gTLDs, but also the CSC and the RZERC.

And so from that perspective, we would be working with the CSC to define a process by which to update user instructions if necessary. So I think the timing that you're looking for is already reflected in the language that we agreed to with the CWG. But please let us know if that's not the case. Thank you.

Lise Fuhr: Okay. Thank you, Trang. It seems that the – Paul Kane is satisfied with that change in the wording. Perfect. Well that's of course always the problem when we work with the contract at the same time was being changed by the CWG, the wording, so but it's good to have this clarified. Thank you.

Okay, with that I would like to add under the service agreement that will give the CWG 24 hours to respond to the changes. That will mean that we will give the CWG until 0700 UTC tomorrow to respond to the changes and get back. So staff can send the service agreement to the ICANN Board.

Okay, any other questions on either the naming functions agreement or the service agreement? Okay, seeing none, let's move on to the next item that's actually been creating a lot of comments on the email list, it's the IANA IPR.

I think there are three important things to discuss right now. One is the role of the CCG members, description of that role, Jonathan Robinson sent an email regarding this. The second point is of course to review any appointment letter. And the third is actually to have a potential appointment of any CCG members that but let's see how far we get. Sorry for the noise here in Brussels, I hope it's not too bad on your end.

But if we look at the letter or not letter but the email that Jonathan after discussing with me sent to you yesterday, we actually raised three points which is important for us. It's – one of them is actually what skill sets do you need for the CCG members. Another one is what skills and expertise is required for the CCG cochair? And the last one was what likely time commitment did we see for this group?

And it has created quite a lot on the list. Some are concerned – and if we go back and see because it's important to see what are the skills we think is needed. And what's the expertise especially for the cochairs. And I don't know if you and Jonathan is actually writing Greg Shatan, briefly, supplemented his information about the CCG reps to the email list.

Maybe, Jonathan, you can give a brief update on that because I can't recall that email so if you could please give us just a quick update on that Greg Shatan wrote. And I know Greg Shatan is not on the call, he has send his apologies. So, Jonathan, could you please give a quick summary of what Greg wrote?

Jonathan Robinson: Thanks, Lise. I just copied it into the chat for ease of reference.

Lise Fuhr: Oh okay.

Jonathan Robinson: And so felt that would be easier than me trying to restate Greg's words. But I think, you know, I had originally thought to summarize as Greg has done, which I think is helpful. And that was my (unintelligible). But at the – when you and I spoke and after that, it seemed more sensible to simply make sure that the group was clearly aware of the sort of description and stipulation in Article 4 of the community agreement.

Greg's gone a little further and clearly he's had the – he's got both personal IP background and has arguably been most directly involved with the three of us in all of the IPR-related work on the IANA IPR. And so he was well positioned to sort of summarize his view and he has done that.

Okay, let me – I did not successfully send that to the group. Let me resend it now just a moment, and then that will be with the group.

Lise Fuhr: Thank you.

Jonathan Robinson: So this is from Greg just to be clear. It's not from me. So I'll just preface it with that. There you go so that's now with you, the sort of comment that Greg made. And really I think a key point here is I guess I would summarize I've heard a few different points. But one of the key concerns has been – there's been a little bit of concern I've heard about potential conflict of interest and or workload for the chairs.

I'm not sure I see a significant conflict. I can see some concerns about the workload. And simply spreading the workload around seems to make sense.

So if there are qualified and motivated candidates then that makes a lot of sense that we – that they put themselves forward or someone puts them forward. But Greg does comment as to the workload in his point and he expects that the significant workload is up front and to the extent that there is a workload.

So I think it maybe – I don't want to put Josh on the spot but it maybe that Josh has a view as to the extent of work likely to be required and the sort of any comment on the skills and qualification. I know certainly I think it was on the last call that he expressed a view that intellectual property expertise would be valuable in particular from the names community cochair.

And having reread what's involved I must say that strikes me. For example, I wouldn't be 100% comfortable being in the cochair role whilst personally I would be less concerned about being in the – as one of the CCG reps. So I don't know if anyone has any questions, comments or Josh wants to provide any input but let me hand it back to you at this stage, Lise.

Lise Fuhr: Thank you, Jonathan. And thank you for putting Greg's description in the chat, that's very helpful. I see Josh has his hand up. Josh, go ahead.

Josh Hofheimer: Sure, thank you, Lise. Just to supplement what Jonathan said, I do think that having some, you know, familiarity and comfort with intellectual property law and, you know, specifically trademark and trade name and related rights is probably helpful in the cochair position so not critical as long as somebody of the three I think has that. It's useful. I think otherwise just something like what Greg said in his note.

And but maybe, you know, a slight twist on it, I think some of the other cochairs it's beneficial for them to have, you know, an understanding of sort

of the overall structure of this implementation or this aspect of the implementation and the goals behind it. And that has some, you know, knowledge of the history of how this came about and also some knowledge of kind of the governance precepts to make sure that appropriate steps are taken and, you know, the CWG or the names community is appropriately consulted, you know, when necessary in order to fulfill the obligations and the community agreement.

I think in that capacity there's less of an emphasis on the cochairs having good knowledge of intellectual property law as much as it's more an understanding and a comfort with the cochairs having some – having some comfort with the, you know, sort of application of good governance and knowledge of the history of this aspect of the implementation and the transition. That, to me, is sort of the skill set.

I don't think that the time commitment, you know, will be significant. There may be a little bit more work for the cochair. But I think generally the time commitment will be pretty light, you know, and of course unless things go off the rails then sometimes people have to get more active. But as long as things are moving and continuing kind of in the direction that they have been at least with respect to the names community I don't know that there is going to be a significant amount of work for the CCG representatives to do either, you know, in any one time or on an ongoing basis.

Lise Fuhr: Okay. Thank you, Josh. Actually I think you touched upon a very important thing and that is that someone in the first part of the three CCG members should know the history of this and that's actually why I think it's important that at least one has been a part of this process before it was created. And that could easily be done by choosing Greg as one of the members and then have two other members and then the cochairs.

I'm perfectly happy with not being a CCG member. And I'm also fine with being an interim. So it's – I think it's important that we just have someone and it's someone who is aware of the history and the process but it doesn't need to be all the three of them. So that's my personal take on it. And I see Jonathan is having his hand up. Jonathan, go ahead.

Jonathan Robinson: Two quick points, Lise. First of all, thank you Josh. I think that was certainly for me helpful further clarification of sort of what might be required. In the earlier part of when you spoke, Josh, you referred to the cochairs. And I think really my understanding was you referred to the reps of which there is one cochair, which was clearer to me in the later part of when you were speaking.

But just in case anyone's confused there are three reps, one of whom will be a cochair of the – representing the names community and sort of strawman proposal on the table is that those reps are comprised of the two CWG cochairs and the – and potentially Greg or another with expertise in both the genesis of the whole thing and evolution of it as well as IP experience.

There was one other point I wanted to make and it escapes me now so I'll withdraw from the mic and – oh I think this relates to Seun's question and perhaps other, on the terms and term of the interim reps, my understanding is the interim reps would be in place until such time as the names community decide to replace them. I don't think there is, at this point, any specific term or term set out. So that's my understanding that it would be until such time – oh and Chuck actually has highlighted as well as it struck me. But I'll withdraw from the mic and let others speak now.

Lise Fuhr: Okay. Thank you, Jonathan. And I must say I agree that the terms is not specific, it's more when the naming community actually decides to replace the member. Okay Paul Kane, you're next. Go ahead.

Paul Kane: So, thank you. So I have to say I just have a slight problem. And I'll put it you there and I'm happy to be shot down. I think it is great that Jonathan and Lise are willing to serve as PTI directors. And there's a process in place effectively to endorse that view through the NomComm and I hope they get reelected etcetera.

The role of the CCG I think it would be good if Greg, who's already expressed a willingness to serve, because of his IP background, effectively becomes I believe the cochair. But the role of the other two participants is to keep the naming community informed of any and all developments that happen within that group. And that group only really kicks off if and when PTI itself, and namely the directors collectively of PTI, have failed to deliver the service that the community wants.

And so I'm afraid to say I see a fundamental conflict with the same people that are the directors of PTI also serving as the conduit, brackets trustees, on the CCG. I don't have a solution. I don't have other candidates in mind. But I do think we should refer back to whether it's the ccNSO or the gTLD group to see if there are other candidates who are IP – have IP knowledge and willing to serve as that conduit.

I just see an inherent conflict of interest. And I may be on the wrong page and I'm happy to be corrected. I don't feel strongly about it. I just think it smells bad. And that's my minor concern. Thanks.

Lise Fuhr: Thank you, Paul. And I just love the expression, “smells bad.” And I see your point. I just want to underline it’s not – PTI is not going to take care of the IPR, it’s actually ICANN. And so ICANN is going to be that party. And I may stand to be corrected, but that’s my impression that it is ICANN who is in charge of that. So that part I’m not as concerned for. But I’m completely open and I think it would be great if we chose someone else than me and Jonathan just in order to actually divide the workload and have – not have too many inbred people taking care of everything. So that’s another take on it. But, Jonathan, go ahead.

Jonathan Robinson: Thanks, Lise. I had heard Paul’s concern previously. And I’m sympathetic to it. I can see the point. Just a couple of reactions or responses. And I think, you know, smells bad is shorthand for saying if there’s any, you know, sometimes a conflicts can be characterized by the appearance of a conflict. And I think that’s what, to my mind, Paul means by it smells bad. There could be an appearance.

I suppose I should emphasize for my recollection and for everyone else that our PTI directors, our community PTI directors are there not to be at the service of ICANN per se, although they will have obligations to the corporation and that’s a point that Paul essentially makes, I think. But there is a point where these are appointed as independent directors with a view to providing outside perspective and not institutionalized as part of ICANN.

Nevertheless, I think Paul makes a valid point. And I’m not attempting to argue against it, just trying to clarify some of the subtleties around it. So I feel personally that if we can find appropriate individuals to volunteer by going, perhaps we go to, as Seun’s suggestion really because what it seems to be gelling down to is that cochair must have intellectual property experience, may well derive from the Intellectual Property Constituency of the ICANN’s

GNSO, but does not necessarily have to derive from that as long as they have likely experience.

The second key qualification for all three, which is what Josh highlighted a moment ago, and I draw people's attention to is at least a working knowledge of the process that got us here and all of the issues around it so that ideally the person isn't starting from scratch. So if others feel strongly and are supportive, we could go out and seek some sort of proposal. But bear in mind that once we do that we start to create – we can very quickly – a process might mushroom.

So a variation might be we put interims in place but commit to replace them within a fixed timeframe so we put three interims in place, for example. And commit to have them ratified or replaced within a short period of time, say six months. So that might be a way of getting around the immediate practical problem of having to have some names. But also addressing the other concern which Paul has, which is the appearance or potentially even actual conflict of interest issues. So maybe that sheds a little bit of light on the problem and helps.

Lise Fuhr: Thank you, Jonathan. I think that was some very good suggestion. But before we conclude on anything I'll just give it over to Kavouss.

Kavouss Arasteh: Yes, thank you very much. In fact, Paul has raised the same concern that I had and still I have. And I – he put it in different manner of expressing the situation. I expressed it in a different way. What I am concerned is we should avoid that the entire process be captured by a specific individual which might have conflict of responsibility and conflict of interests.

My question to you, cochairs, once you answered I have a subsequent question, how urgent is to nominate these three CCG people? If it is absolutely necessary to do it before 30th of September we could have some provisional appointment subject to further review at our next meeting in Hyderabad when we consult the ccNSO and GNSO whether there might be some other if you could.

There is not difficulty with any of the three people at all. But there is a conflict that you could not be judged and you could not trial the people at the same time or to be trialed. So you should have a separate responsibility.

So if you answer how urgent the matter is, then I could say that we could agree on some provisional arrangement which is absolutely urgent subject to further review. I don't believe that the entire ICANN has only alternative to rely on three people. There are many people that they have knowledge and they avoid to having this conflict of responsibility.

Some people they have had at every point, they are in jurisdiction, they are in everything, so it is a big risk for the community that one single person various duty and the human is human being, that's all. Everyone is subject to some personal feeling and personal views. So we have to avoid that. There's no difficulty of to any of this distinguished individuals at all. But we want to be quite clear, not to have any risk. So could you kindly answer my question, how urgent is to have this nomination before 30th of September?

And then I have a subsequent question once you answer the first one. Thank you.

Lise Fuhr: Thank you, Kavouss. We need to have them chosen before the 30th of September because this is a part of handing over the IPR and to have the

group so it's – it is – I think it's not completely mandatory but I think it's politically very important that this is – this is by September 30.

I see in the chat a lot of suggestion for looking and asking in the CWG if there are anyone want to volunteer for this. I think that's a good suggestion. We could actually make an ask and go for – have within a week that people can send in if they are interested. And I think as I hear it, there are no concerns about having Greg as one of the members. So we're looking for the two other members.

And what we could do is actually send out a call for the – for nominees or for people who have interest in this to put their name forward. And if we receive none we can go with this. But I really agree with you, Kavouss, I think we have a good people of people that can cover this. This is more meant not to have a long discussion about it, it was meant as an easy fix that could be changed after the transition.

But I think with the concerns raised that we should try and go with another solution. But I'll leave it now to Jonathan and you can come after Jonathan again, Kavouss, with your second question. But, Jonathan, go ahead.

Kavouss Arasteh: Yes, in the absence of any immediate solution, as also Paul, as I understood, does not have any immediate solution for that, we could agree on something provisionally subject to further review, even for the third person. You talk about for one there is no. For that one also, there might be some alternative.

Lise Fuhr: Yes, of course.

Kavouss Arasteh: Who could deny that? There is only one people know is IPR? The whole works and there is no other thing...

((Crosstalk))

Lise Fuhr: No, no, no, no...

((Crosstalk))

Kavouss Arasteh: ...we should avoid to have that. So let's ask if it necessary to provisionally agree with this nominations. Hopefully it is not (unintelligible) to any individual, we are talking of the principles. And subject to review at maximum at Hyderabad when we have more people to understand.

I think the number of the people attending CWG is 13, 15, and that's all. But the community is much, much more than that so maybe we need not to rush at this stage. So having provisional arrangement and looking of a further review at appropriate time up to Hyderabad meeting. Thank you. I'm sorry to taking the floor again.

Lise Fuhr: Thank you, Kavouss. Jonathan.

Jonathan Robinson: Hi, Lise and others. I think, you know, we put some really contributions here and it's clear that there are some concerns with the sort of strawman proposal that I put out. But there's also some recognition of the pragmatics of the situation. So what I'm hearing is we put out a call to the CCG – CWG for some additional nominations or volunteers to do this role. We should make it clear that intellectual property expertise is a necessary criteria for the cochair and perhaps desirable or maybe helpful for the other reps but is not necessary. And we ask for volunteers.

And if we get volunteers or nominations we can go with that. I think I'm hearing that in addition to that, though, that certainly – well if we don't get appropriate volunteers or nominations and we end up defaulting to the cochairs in that position – in those positions, the reps, we must go back and ask for replacement volunteers or – at Hyderabad or at some near point in the future.

I guess the question that's still outstanding then is if we do get nominations and appropriate volunteers, do we just run with that? I guess we do until such time as the names community then seeks to make a further change. So that's the way I understand it. If we don't get appropriate nominations or volunteers, we could default to the cochairs but it is desirable to get some fresh blood alternative from within the CWG pool at this stage and if we can possibly do that by putting out some calls for volunteers or nominations within – over the next week that would be an improved outcome.

Lise Fuhr: Thank you, Jonathan. I see Chuck is asking what would be the deadline for volunteer nominees? And asking if it's our next meeting. I believe, yes, it's the next meeting but I would actually prefer a deadline to be Wednesday next week and stay midnight so we have some time as cochair to review. And so for me it's – it would be really helpful if we can – yes, put an action in.

But before concluding completely on that I'll hand it over to Olivier. And then conclude if there's no other questions.

Olivier Crépin-LeBlond: Thank you, Lise. Olivier Crépin-LeBlond speaking. I just wanted a clarification here. So if I understand correctly, we have a choice of either – well we're going to have a call volunteers. If there are volunteers moving

forward we're going to have these volunteers or volunteers selected to be on this committee as in final – finally, you know, as in full time should we say.

But if we don't get volunteers then we would have the cochairs come in as they temporary ad hoc measure or a sort of placeholders until we do go through a process that will find volunteers for that. Is that correct? Because there was an objection to having placeholders there. So we're basically going right, let's go for volunteers right away and go for the full process of selection.

Lise Fuhr: Actually I see, Olivier, we have a Plan A and a Plan B. The Plan A is that we ask the CWG for any volunteers. For two of the seats we've already looked at Greg as a volunteer. And then it is up to the naming community to decide on the long term if the candidates are to remain or we should at a later stage so they'll only sit for a term of two years, three years until they are replaced. So that's not completely decided.

And if no volunteers come forward, but I surely hope someone will, but if they don't we will have Jonathan and me as interim chairs and then we should commit to call for new members in Hyderabad. So we put in a specific deadline so we're not going to have an indefinite period for the cochairs as CCG members.

Olivier Crépin-LeBlond: So if I may just come in on that to come back.

Lise Fuhr: Yes.

Olivier Crépin-LeBlond: Olivier Crépin-LeBlond speaking. So I have a concern here because I've had no objections to having placeholders put there, if we don't have placeholders we really are looking at a very tight timeline again and I'm

seeing in the chat that – and you're also mentioned, we need to have those people going forward before Wednesday next week. That includes I gather having to find out what their qualifications are, etcetera. I don't know, I just feel that we're certainly starting to rush things whilst a placeholder was absolutely fine.

There are countless number of organizations that start things that whilst a proper process is put together a placeholder sits in the seat and doesn't have any specific powers, just to hold the seat and say, right, you know, this seat is filled for the time being. So I'm just a little concerned about the process, that's all. Thank you. And I note that others are also asking so how long would the first appointment be, etcetera.

Lise Fuhr: That's a fair point. And actually looking at the calendar, we have two weeks until it needs to be decided. So we can give it more time. I just – I don't – well, this group is important if anything goes wrong, in my opinion. But it's not a very active group if everything works out it's supposed to do. And of course it's important that we have some very knowledgeable and the right members here. But it's not a group that is envisioned to be doing a lot of work other than actually creating the procedures as the first part of the work as we've seen.

So with that in mind, I didn't think it was a very political seat but I can hear there are some concerns about how to choose the members. And to be mindful of that, I think what we should do is give it until the next call to see if we have any so it's not Wednesday it's for the next call to put forward any candidates and to discuss. And we will actually see if we have any candidate at that time and we will still have another week to go before we need to decide on those.

So I think we should make a call for candidates. And Jonathan and I can, after this call, maybe briefly discuss the procedure and try and get back to you with a timetable that will take into account all your concerns of being able to get back to your community.

So what we'll do is to make sure there is a call for interest within CWG and give a timetable of the process and we have a Plan A and a Plan B on this. But, Kavouss, go ahead.

Kavouss Arasteh: Yes, thank you very much. I have no problem to have Plan A and Plan B. Let us make it sure that there is no point about the qualification of the three people on the situation now. There is nothing about that. The situation is avoiding conflict.

Now, I am not in favor of the term "volunteer" because we have a bitter experience that in the process of Work Stream 2 we did this volunteer and some people volunteered themselves, that might not be fit with that position. So we should – or you, chair, should have some sort of the minimum requirement to fill that position. Is not volunteer that everyone could say, yes, I'm volunteer. If somebody volunteer themselves would be difficult to be object their administratively, friendly, politically and so on so forth. Let us say that there must be some minimum requirements for that. But not simple volunteer.

And I, again, propose that we could agree for the time being for these three subject to further development asking that those people who are qualified to fill this very important position. But please kindly avoid the words "volunteer." Thank you.

Lise Fuhr: Okay point taken, Kavouss. We can call them nominees or candidates, I'm fine with either. And I see Chuck is asking is it okay for us to reach out to our respective groups for nominees? And I actually believe it's perfectly okay to reach out. I think the important part is that we need someone there who's aware of the process. I think it's very important that we have at least one of the three, which we have agreed Greg will stay in as one of the members and he's been part of the process with the other operational communities so that's covered.

And I think it's important that we identify the qualifications we're looking for so that will also be in the call for interest. So with that I think we conclude and we will issue a call for interest including what qualification are needed and those are the ones we've discussed on the call today.

We will have a next meeting as the first deadline and hope to have candidates by then. And we have another week to go if this creates any problem. Jonathan and I will discuss the timeline and send it also in the call for interest. And if we have not identified any candidates Jonathan and I will take on as interim until Hyderabad. But I hope that's not going to be the case.

With that I'll ask if there are any other issues on the IPR role of CCG? But we need to – we actually need to review the approval letter and just – which has been sent to you. The approval letter I know has Jonathan and my name in it so please don't focus on that. Let's focus on the actual content.

It's a very short letter but I don't know if you have read it all of you. We could put it up. Yes. And oh – it's true. Jonathan puts in the chat that it's an appointment letter, not approval letter. But it's just that you confirmed, sorry.

But the appointment letter, I don't know if Josh, you'll quickly give an introduction to the appointment letter?

Josh Hofheimer: Sure. I mean, it is very simple. You know, it's simply an affirmation or an acceptance of the position of the CCG – the CWG's request that the individuals serve as the CCG representative. And that person also agrees to perform the duties faithfully and they will do so until the earlier of receipt of written notice from the CCWG of removal or their notice to CWG of their resignation.

So there's no discussion of – it could be revised in the future if we wanted it to be a formal appointment for a period of time, but that also can be handled somewhere else. And the letter itself can still be, you know, self-affecting either, you know, that the person steps off when they're asked to step off or they step off whenever they want to step off.

Lise Fuhr: Okay, thank you, Josh. I see in the chat that Chuck suggests that we spell out what CCG stands for. And I think that's a very good idea.

Josh Hofheimer: Well it is – so CCG representative is the defined term in the community agreement, which itself is attached as a schedule to the appointment letter.

Lise Fuhr: Okay. Thank you. Jonathan, your hand is up. Go ahead.

Jonathan Robinson: Thanks, Lise. I guess, Josh, my one concern is that if the appointment survives beyond the CWG, we need probably a supplemental sentence saying that until the removal of the position of CCG – of CCG representative or we need some sort of successor to CWG which is the names community that the names community we would want the names community to be able to remove

the rep if the CWG is no longer constituted. But that's just a point and I think that might needed adding.

Josh Hofheimer: That's fine...

Lise Fuhr: Thank you.

Josh Hofheimer: ...we can make that change.

Lise Fuhr: Yes, and that's actually what you said in your introduction too, Josh, that we put in that you step down whenever requested by your community I guess. Okay, Kavouss, go ahead.

Kavouss Arasteh: Yes, more or less the same question. This letter indicates that CWG would have eternal life and so on so forth. I don't think that that is tactical so we have to put it a different way. Second, the paragraph is starting – or portion is starting with “I will,” there should be a separate paragraph because a different from the previous paragraph. And it should have some timeframe, somebody could not say that I won't be able to serve as the CCG from tomorrow so it would be very unfortunate so there should be some timeframe associated with that – with most of the things.

So and then I don't understand the term capitalized terms, used but not defined in this letter. What does it mean? Yes, I know from you – from legal people they use that but this is not quite – this is very, very, very open. So could we be more specific about that? Thank you.

Lise Fuhr: Josh, any reply to this?

Josh Hofheimer: Well so, I mean, we just were trying to keep this brief and try not to create ambiguity by redefining terms. We could always define the terms. But the agreement itself – community agreement itself is attached to the letter. And if there's a capital term – a capitalized term used in the document like the CCG representative, that's a defined term. It's got the definition that's in the community agreement. So if somebody wants to see what the term means they can just look at the community agreement that's attached.

So that's hopefully an explanation for you, Kavouss, there. I think that we certainly could say – I was going to write into the chat – that the resignation in Clause A would be from that they resign upon the earlier of A. My receipt of written notice from the CWG for the benefit of the – the CWG or any successor organization, acting for the benefit of the names community of my removal from the position of CCG representative. And that would get – that would pick up whatever successor role of CWG acting for the names community. I hope that would solve that.

As far as the number – the amount of time that the person has to agree to serve for, you know, it – you can't really force somebody to serve if they don't want to serve. I think that hopefully they would know coming in that there's a certain period of time that they would be expected to serve for and that would be communicated. But if somebody wants to resign they're going to resign and there's nothing that really can be done to prevent them from doing so.

Lise Fuhr: Okay. Thank you, Josh. I think you make some very valid points there. And I think actually it's important that we keep this short. I think it's important that we add some of the points raised. But at the same time take into account that we don't want this to be a long contract, it's an appointment letter. And we should not make it too complicated.

Jonathan, go ahead.

Jonathan Robinson: Lise, talking about not making things too complicated. I just like I say I'm in agreement with the suggestions made by Josh. I think those three responses or suggestion to my mind deal with the concerns or questions raised. Thanks.

Lise Fuhr: Thank you. And it would be nice to have those as action items in the – in our notes so we put in that Sidley is to revise the letter in accordance with the comments given at the call. And we can review this in our next – at the next call.

Any other – any other items or any other questions under IANA IPR? Seeing none, I'll move on. And I think we should move on to any other business. Under this I – Jonathan and I – oh, Kavouss, your hand is up.

Kavouss Arasteh: Yes, under any other business, does anyone have access to the transcript or information's of the testimony of yesterday or the day before yesterday in regard with the process of transition? So it would be good if that information is available make it known to the members or CWG or those people attending or on the list if there's any such information.

In the past we had that someone took those and put it on the mailing list and we had that, (unintelligible) we don't know what has happened. thank you.

Lise Fuhr: Thank you, Kavouss. It's the congressional hearing you're referring to, I see there is a link in the chat now which is very helpful. Thank you, Matthew. Okay, and Jonathan and I have discussed the – what meetings we needed before the transition. And actually having two weeks left I can see the call today actually solved that question for us because there is no doubt we're going to need the meeting next week.

I can't remember when that's scheduled for next Thursday, we have this rolling --I think that would be in the afternoon UTC, as I recall it. And next week we'll then look at and discuss the IRP which seems to be the last outstanding issue.

I don't know if there are other items under AOB from anyone else? Kavouss is saying he can't open the link. Maybe we can have staff help us sending the link to the group in an email. It would be nice to have a link to the recording. And I see Trang is also posting a link.

Okay, thank you, all. I see no hands, no other items we need to discuss. So I'll just thank you all for a very constructive call. It was good. And we'll finish 45 minutes before the time. But it will give you back some sleep for some of the US members and I think the others will go earlier to sleep in Australia. We will start the day in Europe. So everyone, thank you and talk to you next week. Good-bye.

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