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

Sanctions/OFAC (US	US foreign policy limits ICANN's ability to accredit	Internet	7-Jul	1. Comments of IGP, https:	The subgroup was	IGP			
sanctions laws and	registrars and approve registries. See specific issues	Governance		//go.icann.org/2sKouVc; 2.	asked to explore how				
policies administered	below.	Project		Comments of Iran; https:	"jurisdiction of				
and enforced by the				//go.icann.org/2tuTeqk 3.	contracts and dispute				
Office of Foreign Assets									
Control ("OFAC"))				Comments of Russia;	settlements" affect				
				https://go.icann.	ICANN's				
				org/2tuwOFD 4.	accountability				
				Comments of Richard Hill	(Accountability Report				
				http://bit.ly/2tuDzXY 5.	p. 6, Feb 2016) These				
				comments of Just Net	aspects of US				
				Coalition https://go.icann.	jurisdiction can				
				org/2tQVbzF	undermine ICANN's				
					accountability to its				
					stakeholders as				
					ICANN policy and				
					decisions can be				
					superseded by U.S.				
					government policy. In				
					the same report it is				
					also stated that WS2				
				I	should be "Addressing				
				I	jurisdiction-related				
				I	questions, namely:				
					"Can ICANN's				
				I	accountability be				
				I	enhanced depending				
					on the laws applicable				
					to its actions?" The				
					CCWG-Accountability				
					anticipates focusing				
					on the guestion of				
					applicable law for				
					contracts and dispute				
					settlements." (p. 47)				
					https://go.icann.				
					org/2tRbKLP				
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Sanctions/OFAC (1):	1) ICANN RAA says it is under "no obligation" to seek								
Registrar Accreditation	an OFAC license; 2) even if it does seek a license it								
	has no control over whether it is granted and the								
	process can be long and is not transparent;								
Sanctions/OFAC (2):	There is a lack of clarity on whether registrars not in								
	sanctioned countries but outside the US are bound								
Applicability to non-US	by OFAC sanctions because of their contract with								
registrars	ICANN.								
Sanctions/OFAC (3):	US foreign policy limits ICANN's ability to accredit								
Approval of gTLD	registrars and approve registries.			I					
Registries				I					
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ICANN ccTLD	How binding or precedential is the appeals court	Internet	7 July	Weinstein v. Iran	If US courts override	IGP			
delegations	decision in WEINSTEIN v. ISLAMIC REPUBLIC OF	Governance		(Weinstein, 831 F.3d at	ICANN ccTLD				
	IRAN No. 14-7193, elevating ICANN's ccTLD	Project		485-486) Analysis of the	delegation decisions it				
	delegation decisions above property seizure			case carried out by	bypasses ICANN				
	challenges?			Mathieu Weill at: https:	processes,				
1	I .	1		//go.icann.org/2uvbMa6	undermining its				
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