

CCWG-Accountability Work Stream 2
Jurisdiction Meeting #46
13 September 2017 @ 13:00 UTC

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>> CHERYL LANGDON-ORR: Hi, I'll be there in a minute.

>> BRENDA BREWER: Thank you Cheryl.

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>> GREG SHATAN: Good morning everyone, this is Greg Shatan. We will get started in just a minute.

>> GREG SHATAN: Hi, it's Greg again. Why don't we get started. We have the recording started please [this meeting is now being recorded]

Good morning, good afternoon, good evening welcome to jurisdiction subgroup meeting number 45 or maybe 46. September 13. 2017, 1900 that should be 1300 UTC. Apologies for exchange in the head reroofs the agenda.

Welcome. Let us review the agenda.

After our administrative minute, we will go directly into discussion of issues and proposed issues.

Spend most of our time on that. Briefly review the schedule and timeline. See if there's any other business and adjourn until our next meeting which is on Monday.

So that is our agenda.

Administration, I would like to ask if there's any changes to statements of interest?

Hearing, seeing no statements of interest changes we can move on, see if we have anybody who is on the audio bridge only?

And [voices overlapping]

>> I'm on audio for the time dealing. Please except my pop jeez. I try to get connected to Internet. As soon as I connected I call you through the chat, for the time I'm on audio bridge.

>> GREG SHATAN: Thank you Kavouss.

>> KAVOUSS ARASTEH: Thank you.

Looks like we have no phone number only participants and no other audio only participants.

So we can move directly into the issues.

If I could ask staff, put up the OFAC recommendation.

That is copy of the Google Doc as it existed about 12 hours ago. I checked this before the meeting there's been no additional changes to this document. So this is the current state of the document.

So I'd like to see if anybody has any comments? Questions? There are still some unresolved comments in there. One regarding the scope of OFAC. Which does need to be resolved in some fashion. The keep of who must comply, with regard to entities in the U.S. that are not U.S. entities.

Is the question that was posted by Paul rowsen wag and we need to resolve that, or quote the language that is applied and leave it to others to resolve it, since we are not in the business of giving legal advise. If so I would like to see if anyone has anyone comments to OFAC recommendation?

[Rosenzweig]

>> KAVOUSS ARASTEH: Greg this is Kavouss.

>> GREG SHATAN: Please go ahead.

>> KAVOUSS ARASTEH: Since I don't have Internet to go to the Google document. What is the text in the OFAC recommendation about quickly possibly read that if possible. If not I don't want to stop you.

>> GREG SHATAN: Well, the recommendation part only, this is the same document can Kavouss that was discussed on last week's call. There's been no changes other than the addition of some few words which I think were added prior to last week's call. And this document was also attached to the agenda. So, unfortunately we have not seen much progress in this since the initial.

>> KAVOUSS ARASTEH: New text. What is the new text added text? Amended text?

>> BERNARD TURCOTTE: Greg, if you are speaking, we are not hearing you.

Greg, we are still not hearing you.

Can you type in the chat, if you are there please.

I'll try to get Greg on alternate means. I'll be back with you in a second.

>> GREG SHATAN: Sorry, this is Greg again, my line dropped. I had to dial back in. Can you hear me now?

>> BRENDA BREWER: Yes we hear you Greg.

>> GREG SHATAN: Thank you. I'm not sure where I dropped. I hear -- typing and sneezing. Perhaps they should mute.

The question on the table is what are the recommendation in this the OFAC recommendation. And I noted that there are a couple of them. Very briefly. The last sentence should be section 4 of the RAA should be amended to require ICANN to apply for use best efforts to secure an OFAC license if the other parties otherwise qualified to be a registrar. Unless ICANN makes a determination based on well understood cite youia that word should not be taken out that it's inappropriate for ICANN to seek such a license. That's the first recommendation with regard to the RAA.

Second recommendation, is for registries.

Similarly, ICANN should commit to applying for license for all such applicant unless it determines not to do so based on well publicized criteria and ICANN should be transparent throughout out the process. We will probably want to harmonize the language of those two recommendations.

There are -- there's no reason for them to sound quite as different as they do. We can -- they are not substantive so we should have none stay the same.

The next subissue was the application of OFAC luctations by non U.S. registrars. There's an open request for concrete or proven examples of this actually happening since the only [indiscernible] you have so far are citations to terms and conditions. And it would be good to have some data even if it's anecdotal of actual occurrences. Farzi I see your hand is up. Please go ahead.

>> FARZANEH BADI: Thank you Greg. So because I found those two registrars, I thought I add that I have not contacted them to find out whether they actually enforced this for the registrants. I don't know how to contact them to be honest. And I don't know if they will answer if I contacted. What I could do is we need more anecdotal evidence what I could do is look for more of these registrars that might have OFAC in their transactions why they are not based in the U.S. But that would take me time I don't know if the group -- I can wait.

And then, also, as I said last week, although I understand the rule make stronger case if we have more anecdotal evidence. Or if we -- [voices overlapping]

Yeah. If we actually confirm with them. When they actually follow OFAC. I think it doesn't really harm us to put this in our recommendation that ICANN is like general matter, just say that registrars that are not based in the U.S. just because of their contract with ICANN do not have to follow OFAC rules.

So, I suggest the following, I will look for, I will try to contact this registrars, I will try to find more places. But that will take me a bit of time. But also I want to group to think when they can just keep their recommendation in this the document without having a more anecdotal evidence. Thanks.

>> GREG SHATAN: Thanks Farzi. I have a few concerns about this, I would like to see if anybody else has you know asel. But while I got them in my mind, I'll mention them. First, I don't think ICANN can give legal advice to the other parties. The most I think it can do is advise them to conduct their own analysis of whether OFAC applies to them.

And provide them with a citation to the OFAC regulation. Because the -- I just -- it's their determination, not ICANN's to whether they have to comply. The recommendation we have now is to bring awareness to the issue.

The in this case, the other issue right now we have no evidence that this actually has been enforced or that this actually occurred. So it keeps me, if anything the recommendation may even be too strong. And then maybe we need a recommendation should be limited to recommending that registrars review their terms and conditions to see if they inadvertently included OFAC language without the intention to do so.

It would be good to know at least the two registrars cited here have done anything more than that. Because right now we have no evidence they have. So I'm not saying there isn't a problem, I'm just saying we have no evidence that there is a problem. And hypothetically, I'm not even sure we have a hypothetical that has is plausible other than that it's possible that if they have these terms they enforce them but we don't know if that's the case. So the concern is that it's in the terms of service. But the concern is that we don't know more -- or reservation is we don't know if that's a mitt ache and given other issues with these particular terms of service which I believe are identical the each other, such as their citation to mobilize a time zone we don't know either registrar is located in India, tends the point toward drafting errors as opposed to actual intent, much less affect relating to the OFAC provision.

So that is why I'm encouraging us, if we want to make a stronger recommendation to have a stronger basis for that recommendation. I'm not saying we can't make a stronger recommendation it just seems we are doing it on a basis that does not really support going as far as we have.

Nonetheless, I think at the least bringing awareness to it and asking that registrars check their terms and conditions to make sure they haven't inadvertently reported language relating to OFAC without determining they need to do so you know is entirely reasonable. Any other comments? I see some typing but no hands.

I see David saying clarification does -- that does not amount to legal advice sounds reasonable. Thomas Rick earth says registrars might be subject to OFAC just because they work with U.S. banks, for example. That is where the language might come from.

So it is possible that the client is intentional rather than mistaken.

So still doesn't explain the reference to Moombi. So it is possible. And OFAC does have some reach beyond U.S. corporation. So that is the issue is that this may be well founded addition to the terms of service.

And we don't know when their basis for putting it in is the concept that their contract with ICANN subjects them to OFAC per say. So my concern is that we shouldn't go beyond hypothesis to speculation.

Nonetheless, raising awareness and asking that some thought be given to it by those that have such language seems reasonable.

Any other points on this particular subpoint? Of the OFAC recommendation?

The last recommendation relates to the general license. Currently what we have here is, in the last paragraph, before the text that was highlighted which was meant to be deleted, and that is says since this is a significant undertaking that is applying for a general license is a significant undertaking it would be premature to recommend that ICANN approve a general license rather make it a priority to study the cost benefits timeline and specifics of seeking and secure more than one general licenses for DNS related transaction. ICANN would also need to determine the specific classes of persons and types of transaction that would be covered by the license or licenses. That should be added. Depending on the outcome, ICANN can then on begin the process of seeking these general licenses.

I see a comment from Kavouss. Greg if the language is ambiguous or interpretable I have difficulties with that. Please clarify the issue.

I am not sure if that's a reference to this paragraph. I think it's fairly clear what it says.

I see a comment from Thomas in the chat. I think that general remark encouraging contracted parties to check applicability and scope of OFAC impact might be be valuable without going as far as offering legal advice. That's a comment on the prior issue. Anxious agreement for that from Mars an and have appears from Paul appears from Paul residenten wig the former registrars or non U.S. registrars they may also want to apply OFAC even though they many not need to for business reasons. But this seems clear to me to be a mistake and we should definitely warn against error.

Kavouss says I have difficulties to talk about specific license as I'm not really sure of its application in such specific license may solve one or few problems among other problems but not all.

I guess with regard to specific license, that's what's discussed in the first couple of paragraphs with the RA and the RAA. Specific license just covers a specific transaction between two specific parties. Maybe a few specific parties. And it's, that's what's applied for, basically online through the OFAC office, that's the kind of -- those need to be renewed periodically if I understand it and they don't go beyond kind of the situation at hand. It's the general license which covers types of transactions and classes of persons. Or a type of transaction and a class of person, but not -- it does not get so specific as to cover an individual transaction. So that is the distinction between the specific license and a general license. A general license as we said before is actually a form of regulation and needs to be enacted by the agency charged with amending those regulations, department of treasury of the United States.

Kavouss asked what do you mean by specific are matters? By specific parties I mean ICANN on one hand which is always going to be the party in this case. And a specific applicant, say XYZ registrant applicant Inc applying on the to be a registrant and registrant agreement with, that wouldn't cover any other registrant applicant and any or transaction with ICANN. That's a specific license. I believe a specific licenses may even be needed for rezone changes. I believe ICANN has had, in the past, always applied for and ultimately received any specific license that is sought and that it needed.

Kavouss your hand is up, please go ahead.

>> KAVOUSS ARASTEH: Yes, I have no problem to that. But I think we are going to so many ramification that the main issue. The main issue that we raise about the OFAC was that applicability of OFAC to the registrar we wanted to distinguish it was American, national, American based registrar and non American national. And non American based registrar it distinguished it in the two and identify what the OFAC applies to the second group. That was the maybe question. But you go the agreement in the registrar this is sub, sub, subpart of the issue. And then specific. Specific case where result with specific issue when it comes to the other they push a finger saying no we agree with that one don't agree with this one. You know how quickly they can kill a particular chase. So I want to, I have some sort of solutions in more general. I'm not talking suggesting to have general license I don't want the application to go to the department and department go to the senate, so on, so forth. They have difficulty they reopen the discussion.

But the way that we are going may not cover the concerns of some of the people they have problem with the OFAC today. And still I don't know why registrar is non U.S. based and non U.S. nationals, why it still need to revert to the OFAC. So we want the exclude that. OFAC does not apply to that. OFAC was not to that. But you go to the, you saw, I'm lost, I'm very sorry we are not as intelligent as some of you and we really want the have it clear. Sorry to raise this question as such. Thank you.

>> GREG SHATAN: Thank you Kavouss. If briefly, we have 4 recommendations in this OFAC paper. 3 of them don't relate to the question that you have raised. The 1 that does, is the 1 we have discussed at the most length, which is at the top of page 5. Right now it reads ICANN is not a party to the registrant agreement so there's nothing ICANN can do directly. However ICANN can bring awareness to this issue with registrars and seek various tools to encourage registrars accurately reflect the might bible law under which they operate. There's been some refinement of that. I think the Thomas I think in the chat said it pretty well I'll reread that.

A general remark encouraging contracted parties. And we can make this encouraging registrars. To check applicability and scope of OFAC impact might be valuable. We can't give advice to registrars U.S. or non U.S. that OFAC does or does not apply. But we can advise them to confirm with their legal council whether OFAC applies or not. And to check their terms of service to see if they have accidentally put in OFAC without making a determination that it applies.

That is I think is far as we can go in a recommendation. Also, Kavouss, while I have you, do you have any evidence specific cases where OFAC has been cited by a non U.S. registrar? in refusing an attempt to registrar a second level domain name.

>> KAVOUSS ARASTEH: It's allow me, just to come to that after I check that my question, what my comment was on the beginning I am not in favor of encouraging. I am in favor of putting a language which is more directly rather than encouraging.

You can encourage me to do something but I say thank you very much I don't have that time and I don't have that idea and I don't have that willingness to do stuff. Thank you very much for your encouragement. So I'm not in favor of putting any encouragement that term in the entire jurisdiction. That encouragement or invitation or request does not solve our problem.

To the question whether you have specific allow me to have some time I will come back to you with a specific examples that a non U.S. national non U.S. based put some obstacle in the registration of DNS number this.

>> LIN: And give the registrar that would not cause problems with the [indiscernible] because as soon as I put that particular name I may be attacked by the -- by the person in a very aggressive manner. So I hesitate to point myself toward a particular registrar. But I just, if you want, I can tell you, I don't know, you and some people as I don't want to publicly point to a particular registrar saying that put obstacles. But I will try to find something and come back to you if you allow me. Sorry again for asking the floor as I am on the where bridge sometimes and on the [indiscernible] some other times. I hope this is the last day we have this and I come back to a day where I'm fully Internet.

>> GREG SHATAN: U.S.

>> GREG SHATAN: Thank you Kavouss I see a hand from Thomas and, also, Bernie Thomas go ahead.

>> THOMAS RICKERT: Thank you very much and Kavouss as a lawyer I can't agree more that it's always preferable to have clear language that clearly stated the obligation, obligations for the reader and when there are no such obligations.

However I guess in this particular circumstance it is almost impossible for this group to come up with an exhaustive list of scenarios where OFAC might be applicable to either U.S. or non U.S. registrars. And therefore I think that our advice to the registrars can't go any further than reminding them, maybe we don't say encourage, maybe we say remind them of assessing whether OFAC regulations are applicable. As I mentioned, earlier in a little note on the chat, it may be sufficient for a registrar to have a credit facility with a U.S. bank to make them subject to OFAC sanctions. That doesn't -- that only has something to do with the domain business very indirectly. Therefore I think we should leave it to the registrars whether or not they the to apply -

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-- apply the required diligence in getting that legal assessment. As we thought even if they think they are not subject to OFAC they actually might be. And that they then run the risk of being fined. If thanks very much.

>> GREG SHATAN: Thank you Thomas. Bernie I see your hand is down. Do you want to comment still?

>> BERNARD TURCOTTE: I was -- it falls on to Thomas's point for Kavouss, just reminding us of what Sam Eisner mentioned relative to this, in that OFAC can apply to non U.S. entities and therefore that is the reason we cannot make a blanket statement giving which would be considered legal advice. Thank you.

>> GREG SHATAN: Thank you Bernie. If couple of comments in the chat. Hopefully I think might end or come close to ending this point.

Tars an assays we can't bind them what could we put other than encourage? Thomas wrote up, remind. And Cheryl language unenriched remind seems like a good choice of language Paul residenten wig says you can't bind anyone the only one we can directly influence is ICANN.

One other plausible scenario and I don't know if this is correct is that it may be possible that where the registry is located in the U.S. and subject to OFAC, the registrar, that is selling the domain name that is ultimately traces back to the registry might have an OFAC issue.

I don't know if that's the case. And if it were obviously the ramifications of that would be much more significant given the number of U.S. based registries or registries that might have be subject to OFAC. So far it seems the general interpretation is likely that a non U.S. registrar that determines that it has no OFAC obligations of its own is free to sell any domain name it wishes.

But that is another possibility and again there's nothing that we can do about that, one way or the other. And it may indeed be a plausible scenario. Kavouss I so your hand is up. Please go ahead.

>> KAVOUSS ARASTEH: Thank you very much. I think we little bit better but still I'm not -- I am not quite convinced but you the Thomas for your suggestion. Yes a reminder should be accompanied with something like a retribution and so on, so forth that the group recognized the fact that registrars need to be reminded that something's a little bit more stronger. Yes I understand that you cannot put shall or something similar to that. I know the group activities is limited. But I would like to have some more, some stronger language than that one. It was recognized or the group recognized that registrar need to be reminded that and then put whatever you want after that.

Please try that and see what happens. I want to take the middle ground to submit and encourage and if and shall between the two, if possible. Thank you.

>> GREG SHATAN: Thank you Kavouss. Maybe we can take this to the list or suggestions put either into the doing doc or if you don't have access to the Google Doc on the list or in the Word version that was sent around, that can be sent back with changes in Word or whatever Word processing software document you have for that.

So let's see if we can come up with a language that is strongly encouraging and recognizes that we recognize there may be an issue here. Something to put a little bit more flavor around us without crossing over into the giving of legal advice. Which we couldn't do whether it was right or wrong.

So why don't we turn now, I see under terms of the last issue, the general license, there has been some discussion in the past about whether we are going to actually ask ICANN to seek a general license or investigate seeking a general license. And what that would imply in terms of cost, benefits and to engage with the community in that process.

So I don't know if we have resolved that, that language hasn't changed since the first draft. But, I'll ask that we do try to concentrate on this recommendation. The general license recommendation and the recommendation regarding non U.S. registrars as I think those need to be refined in this document.

So, with that, if we could move on to the -- back to the agenda.

That would be helpful.

Okay, the next set of proposed issues fall under the general category provisionally relating to choice of law in certain ICANN agreements.

The ICANN agreements we are talking about here are again the GTLV registry agreement. And the registrar accreditation agreement.

And there are a couple of subissues here. One is that the registry agreements don't have governing law or venue. Same thing is true of the registrar agreements. Third is that the arbitration provision offers lack of choice in arbitral body and jurisdiction of arbitration. There may be limited choices in certain instances for governments and intra-governmental organizations.

The last two proposed issues are that the lack of governing law provisions could lead to courts more likely choosing their own law as governing law. And that provisions regarding venue where hearing disputes are limited to one specific venue with flexibility allowed only in contracts with governments and other special cases that goes to the point previously mentioned. I think most of the discussion on the list has been about registry agreements. And the lack of governing law there is and related issue that those are subject to an arbitration provision rather than court adjudication. Therefore raises specific issues. So if we could put up the document we won't have a chance to read through it fully, but I think we need to talk about the issues on this. And we have I think Raphael and Joar both of whom put forth variations on this particular issue.

Or proposed issue.

So I'd like to open the floor to discussions specifically of this issue of lack of governing law provisions in the registry agreement. And whether or not this is an issue that we should take on and how to do so and what our concerns might be about that.

Kavouss I see your hand is up. Please go ahead.

>> KAVOUSS ARASTEH: Yes, Greg, I think the absence of governing law in the agreement registry agreement and the registrar agreement is a deficiency. And can we have to -- we have to limit that in one order. I don't want to repeat the argument, positive and constructive argument in a pros posed or launched by Gorge I think we have to look at that carefully we have given two or three times old argument and the counter argument of others that this is a raccoon this is a missing point. This is something that is a gap and we need to address that. This is my view on this issue. Thank you.

>> GREG SHATAN: Thank you Kavouss. I see comment from Jorge in the chat. Dear all as said in the last call the main thought is to reduce uncertainty and clarify that the parties to the registry agreements have an effective freedom freedom to the choose to applicable law and to apply to principle of the subsidiaries and may reduce the potentially conflicts with the national laws where they are based.

Do we have any comments on that? Jorge I have a question. I don't know if you have audio. What but principle of subsidiarity are you referring to?

Jorge please go ahead.

>> BERRY COBB: AC.

>> JORGE CANCIO: Hello, good afternoon. Do you hear me?

>> GREG SHATAN: Yes, you're a little --

>> JORGE CANCIO: I see the transcript, thank you very much.

The reference to subsidiarity is meant similarly to what we use in well in Switzerland of course in the different territorial levels. Between the federations, the regions and the communities are in Europe and European Union. And it means that you only should decide at the highest level that which is really essential to be decided at that's level. And that you need the rest of the issues, where the say that the closest links are to the community. And this far is reflected in our proposal on the applicable law in the following thoughts. And this is that gear up from issues or from elements of the registry agreements that are relate to thabilities to the operational capability of the registry which most probably makes sense as the residences at the uniform fashion and with an unreliving might bible law that is equal to all. And there not probably is what makes sense to maintain the implicit assumption that California law is not probably the regular lant one. But there are other issues where you don't need uniform regulation or uniform rules for all registries for instance, when you are talking about eligibility for registrant and for registering the main on the registry or how the registry has to give with national privacy basic protection regulation, there it would make sense that the parties have freedom to choose for instance if it's European based registry that for everything that relates to basic protection of privacy that the applicable law that would serve to resolve uncertainty in the contract or to construe concepts produced in the contract of the supplement like prudence found in the contract would be the national law of super national law in the case of the European Union. So I hope that this point is a bit clearer with this. Thank you.

>> GREG SHATAN: Thank you Paul -- sorry, Jorge.

Thank you Jorge. Something we may want to come back to is and see if there's any other support for those views and application of subsidiaries to registrar agreements.

But I'll go to Paul rowsen wig whose ban waiting patiently.

>> BRIAN SCARPELLI: Perithat's okay, I don't mind this is Paul rowsen wig for the record. I wanted to begin by supporting generally the idea that registries should be free to specify the applicable law or rather free to negotiate with ICANN in specifying the applicable law of that would be used substantively to governor disputes. I'm concerned a bit with the way Jorge portrays it for two reasons. The first is multiplicity or proliferation. If ICANN were obliged to try and manage its contracts under the laws of 190 different countries, that would be an impossible burden on ICANN legal and deep lead to inconsistency in a lot of important areas.

The second concern I have is with how Jorge just described the principle of subsidiaries. I get the idea that there's some pieces of ICANN operations that should be uniform and other pieces where we might welcome a regional or national divergence like the GPPR being a perfectly sensible example. That buffer occasion of applicable law tends to I think create a lot of line drawing considerations on as to which side of that line different disputes would fall under and will I think inevitably lead to litigation to where that line is in disputes. I would be more comfortable blank encouraging contracted frankly with a uniform rule that says everything in this contract is governed by Europe ion law. Or everything in this contract is governed by some specific body of law other than American and Californian law rather than splitting the baby and saying well operations are Klaus Californian and privacy is European and maybe Human Resources is Swiss law. You can imagine it being very, very challenging.

it seems to me, as I said in the email that the right way forward is to try and get ICANN to adopt a body, a menu of choices from which one's, one can choose. And perhaps European GGDPR law, privacy law would be in that --

Body of choices, I certainly think that would be a sensible striking in recognizing the multiplicity of possible law asks broadening choice of law decisions somewhere within its -- within its negotiations. That's all I have. In other words, as I strongly support the idea generally I'm concerned about implementation problems.

>> GREG SHATAN: Thank you Paul. Raphael please go ahead.

Sorry Raphael?

All I'm hearing is the word trial. For some reason.

It appears Raphael may be having some audio problems or has some very limited vocabulary.

>> Trial Farzi speculates that Kafka is around. Kafka is never far from ICANN. In any case, I'd like to raise a couple of process questions that have come up to some extent to list.

First, is who actually is in charge of the registry agreement, if you will?

The registry agreement has been recently amended and there's a note which I circulated that we can put up in the spacing room.

That indicates how the registry agreement is amended and that can be amended by its terms. By a vote and within the registry stakeholder group to begin amendment process. Other than that, the registry agreement is generally been developed by ICANN with input and more lately negotiations from either the registry stakeholder group or a group of registries -- a group of registries who are not necessarily representative. There are several years of history as to how the 2013 base registry agreement was arrived at and, also, how the 2017 amendments were arrived at. And I think we have to think about any recommendation we make against the background of how the registry agreement actually is managed.

Another concern is that if this is -- is this policy and if so is it GTLV policy in which case it falls within the remit of the GNSO.

To make GTLV policy.

So -- gTLD policy.

So I think we need to be careful to understand what basis we have for making recommendations. Termly we can have the discussions we have but in terms of actually making recommendations as CCWG, we don't have complete latitude. We have a system within which we work. Thomas Rick earth says I brought up the issue obliquable law in the GNSO counsel a few years back and was told it was not for them.

I don't know Thomas if you can say whether they thought that was for the registries to deal with or ICANN or other body? You say a few years back so we need a more contemporary idea of what is going on in that area.

One last thing I'll point out then I'll stop talking. Is that the applicant guide book does point out that the registry agreement cannot negotiate by an exception process as they put it.

And thus, the parties can seek to find agreement on provisions other than the standard provisions. Which would include or could include adding a choice of law, whatever the parties may agree to.

So, those -- that I think needs to be kept in mind, that there is an opening there for individual registry operator to seek different treatment.

So, I'll see Kavouss I believe that's an old hand since I didn't see it go down. But if that's a new hand, please go a.

The hand has come down. I see a couple of comments in chat. Thomas Rick earth says I guess we should make recommendations implementation there of certainly needs to follow the rules in the registry, registrar agreements. True. Of course recommendation need to go to the board. And we need to -- they need to approve them as well. So how we phrase the recommendation as we discussed in the OFAC area is important.

Thomas also says I still like the idea of a limited number of jurisdictions for different regions of the world. Erich scrying of says regional ashrtration centers may be the best solution.

And there's if you recollect discussion in the chat which I will leave to be read by the participants either now or after since we are now at 9:58. And we need to rap wrap up and talk about the plan going forward. As I believe there are less than I think 45 or 46 days between now and ICANN 60. So we have only a few calls left in which to bring these recommendations together. And we haven't still to consider. So what I'd like to do is to encourage us to work more on the list. We may need to consider having longer calls. But I think that say 90 minutes rather than 60 minutes. So we can work through the remaining issues and recommendations as quickly as possible. I will, one suggestion I have is that the individual proposed issues should be flushed out somewhat and discussed either on Google Docs or in -- on the list. And have them more obviously placed so they don't get lost in the email list.

But I think we need to consider, do consideration as we have for quite some time to many of these issues and try to wrap up and determine when any of these other proposed issues are in fact issues that we will make recommendations on.

So I think we can go to a Google Doc or or set of Google Docs as our primary working method with links to them and copies available for those who do not have access to Google. And try to periodically bring those down to the list. Any other comments on that as we are at the top of the hour? Just last to note, our next call is on Monday. There's Jewish holiday towards the end of the week so our call is a little earlier than normal. We need to continue to plow through the proposed issues. So we will need the start with these issues on choice of law or lack there of.

And move on to other proposed issues.

So, if there are any comments on these thoughts, I'd appreciate them.

Otherwise I'll try to put a more specific plan on the list in advance of the next call. Try to map out our last calls and try to be as goal oriented as possible. We have had a number of discussions over the cuss of the last 46 meetings but now we have to turn them into results. So, with that, and we are at the top of the hour. I will adjourn this call and stop the recording and thank you all. Please work on this on the list. Thank you and good