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ANDREA GLANDON: Thank you. We will now officially start the recording of this conference call. Good morning, good afternoon, and good evening. Welcome to the EURALO Bylaws Taskforce Call on Wednesday, the 5<sup>th</sup> of September 2018 at 15:00 UTC.

On today's call, we have Olivier Crepin-LeBlond, Florian Hule, Oksana Prykodko, Jean-Jacques Subrenat, Erich Schweighofer, Roberto Gaetano. From staff, we have Silvia Vivanco; and myself, Andrea Glandon. We do have apologies from Yrjo Lansipuro.

I would like to remind all participants to please state your name before speaking for transcription purposes and to please keep your phones and microphones on mute when not speaking to avoid any background noise. Thank you and over to you, Olivier.

OLIVIER CREPIN-LEBLOND: Thank you very much, Andrea. Welcome to this call of the EURALO Bylaws Taskforce. I must admit it's been a little while since our last call on the 5<sup>th</sup> of May, but we are slowly now with everyone being – sorry, not 5<sup>th</sup> of May, 23<sup>rd</sup> of May. And we're slowly now with people having come back from holiday in the possibility that we could get the final line to get those bylaws completed and then passed by our members, getting some feedback, etc. So, we're entering a new phase of the bylaws.

I must apologize maybe for having dropped the ball for a few months. The summer months of course were very difficult to get anyone on the

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*Note: The following is the output resulting from transcribing an audio file into a word/text document. Although the transcription is largely accurate, in some cases may be incomplete or inaccurate due to inaudible passages and grammatical corrections. It is posted as an aid to the original audio file, but should not be treated as an authoritative record.*

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call and it's probably better to wait now for the reentry into the atmosphere for most of our At-Large Structures.

So, the call today is going to be looking at the overall draft agreement. That's now in a Google doc. Thank you to Jean-Jacques Subrenat for the feedback that he has provided this very morning on the draft that Florian has put together. Thank you to Florian, of course, for putting that last draft up. I'm hoping that we can go through the draft today, look at the comments of Jean-Jacques, agree to them or take them off and say that's fine. I note that there have been a couple of other points being made also by Oksana, so maybe we can address this as well. And hopefully we have a document that is then ready for us to take to the next steps. We'll discuss the next steps later on in this call.

So, first, the action items. There were a few of them. The first one is for Olivier, Florian, and Erich to formulate a question on the option to have EURALO as an unincorporated asset [inaudible] under Swiss law. We haven't quite formulated this question to EURALO yet since we still need to [inaudible] the bylaws themselves. But, that's coming a bit later.

The bylaw drafters to consider the incorporation of a note in accordance to national and European data protection law in article 8. I believe that Jean-Jacques Subrenat has suggested adding this. We'll be discussing this in a moment.

For Florian Hule to send a bylaw draft to the taskforce members for feedback for one week. That's been done, actually. That can be ticked.

Then, Olivier to request ICANN legal department to check the EURALO bylaws draft once it is in its final form. I've had a discussion with Heidi

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Ullrich and we will indeed, once we have gone through the motions of all the feedback and everything, the final draft will go to ICANN legal department just for them to provide us some feedback on this as well.

The other question I think, which is not listed in the action items, is whether we have identified anyone in our community that might be lawyers that could give it an independent eye, look at it from an independent point of view, if there's anything that they might wish to suggest in the bylaws once we've got our final draft.

Any comments on this and any comments on the action items? I'm not seeing anyone putting their hand up, so let's then go straight into things. Oh, I see Jean-Jacques Subrenat has put his hand up. Jean-Jacques, you have the floor.

JEAN-JACQUES SUBRENAT: Thank you, Olivier. Hello, all. I just wanted to point out that in my e-mail this morning I also addressed the beginning of the text which is under [inaudible], Articles of Association, because there's a long table of contents and I was suggesting that we also correct the table of contents as necessary at not only the text itself which starts with number one, preamble, and then goes on to number two, definitions, etc. So, just a reminder that we'll need, where necessary, to correct the table of contents. Thank you.

OLIVIER CREPIN-LEBLOND: Thanks for this, Jean-Jacques. I mentioned the table of contents gets automatically updated. I tried updating it automatically on Google Docs

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and for some reason it came up with some crazy numbering. It'll have to be reworked out. But, I changed all the numbering and so on in the main text. So, the headers of the main text are all fixed, are all suggested as fixed according to your suggestions.

Let's therefore go to the Google Doc. The first question I have to all of you is whether you all have—

JEAN-JACQUES SUBRENAT: Excuse me, Olivier. I'm sorry to interrupt, Olivier, if I may just come back to what you said. Actually, it doesn't seem that the corrections are taken automatically into the table of contents. For instance, there is still the word singing instead of signing. That's 5.1.2 in the table of contents. So, maybe we have to [inaudible] memorandum that can be quite [inaudible] for the time being. It's not legally accurate. Thank you.

OLIVIER CREPIN-LEBLOND: Thank you for this, Jean-Jacques. Sorry if I wasn't explicit in my response. No. The table of contents has to be regenerated. There is a ... You click on it and it goes into regeneration. The problem is when I regenerate the table of contents automatically, at the moment, it actually comes up with a crazy numbering that doesn't work. So, there's a box somewhere in the Google Doc for the numbering, but we will fix this because the text itself with the headers I have fixed. But, for example, the one that you're speaking about, 5.1.2, singing is now signing a [inaudible] understanding with ICANN. So, just ignore the table of contents for the time being and we'll work it out afterwards. And if it needs to be redone by hand, then we'll do it by hand.

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Okay, next question I have then is you currently have the EURALO bylaw draft PDF on the screen, but it's not shared in the Adobe Connect. However, that is not the document that we're going to be working on because that's a PDF, of course, and we are now on something more dynamic which is the Google Doc. The question I have for you is are you all on the Google Doc directly? If that's the case, then we don't need to share it in the Adobe Connect. Are you all on the ... I gather you probably all are. I see quite a few people. One, two, three, four, five people there. In which case, I'm going to start scrolling down then the Google Doc and go through each one of the points that Jean-Jacques has made.

The first one was to do with the word Swiss and replacing lower-case Swiss by upper-case Swiss everywhere. I think that this is quite a standard thing. Does anyone think that we shouldn't do this? Florian is the main ... I know you're not on the Adobe Connect or you're not online. You haven't got a laptop with you, but you're on the phone. Are you okay as the main drafter of the document to replace Swiss by Swiss?

FLORIAN HULE: Absolutely.

OLIVIER CREPIN-LEBLOND: Okay, so that's done. The next one was to put EURALO in brackets after ... Where was that? Under the name European Internet Users Forum, in brackets EURALO, exist as an association with a meaning of article [inaudible] following the [inaudible] Association. Are you okay or is

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everyone okay with adding EURALO in brackets? Is that, Jean-Jacques, how you foresaw the adding of the EURALO in brackets?

JEAN-JACQUES SUBRENAT: Yes, Olivier. There's just one verb missing. It should be either the name ICANN European Internet Users Forum, in brackets EURALO, exists [inaudible] German construction. Could we change that into English? What should we say? EURALO, an association was formed or something like that.

ROBERTO GAETANO: An association exists under the name blah-blah-blah.

JEAN-JACQUES SUBRENAT: That's right. Yeah. Thank you, Roberto.

OLIVIER CREPIN-LEBLOND: So, you're suggesting that we move it like this. So, we start with an association exists under the name ... We take this out. Is that okay? An association exists under the name ICANN European Internet Users Forum, EURALO, with the meaning of the article [inaudible]. Is that good? Florian, is that okay?

FLORIAN HULE: Again, absolutely okay. I think for the future I just will raise my voice if I see some legal trouble arising.

OLIVIER CREPIN-LEBLOND: Okay. That's fine. Thanks. So, I'll agree to this change. I'll agree to the change of EURALO. And I'll agree to an association exists. So, we have now moved to the next thing. I note that Oksana has asked a question on this sentence with regards to EURALO. What is the link between ICANN European Internet Users Forum and EURALO? Should there be something mentioned here about this?

I believe that it is the same thing. It's just the official name is ICANN European Internet Users Forum. Isn't it?

OKSANA PRYKHODKO: Olivier?

OLIVIER CREPIN-LEBLOND: Yes, please, Oksana, you have the floor.

OKSANA PRYKHODKO: It might be a [inaudible] but in any case, you have to explain the link between these two names because usually abbreviation consists of [inaudible] letters of various words.

OLIVIER CREPIN-LEBLOND: Ah. You're quite correct. So, the name is not following.

OKSANA PRYKHODKO: Absolutely.

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OLIVIER CREPIN-LEBLOND: It should be actually European Regional At-Large Organization. Why is it called ICANN European Internet Users Forum? That's an interesting question.

OKSANA PRYKHODKO: [inaudible] explain.

OLIVIER CREPIN-LEBLOND: Yes. Thank you for this, Oksana. Jean-Jacques Subrenat?

JEAN-JACQUES SUBRENAT: Thank you, Olivier. I wanted to make the same remark as Oksana. It has to be consistent throughout, and therefore the word forum is not appropriate here because we don't find it in the shortened form and it's not mentioned anywhere else. Thanks.

OLIVIER CREPIN-LEBLOND: Thank you, Jean-Jacques. Erich Schweighofer?

ERICH SCHWEIGHOFER: I posed the same remark in the previous versions and it seemed to be there was some idea to have special European names [inaudible] previous drafts. So, we can change it [inaudible] other RALOs, they also use [their true] name reflecting their [community].



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OLIVIER CREPIN-LEBLOND: Thanks very much for this, Erich. I'm a little confused about this as well. What I'm going to ask is, as an action item, that I or Silvia should check the official name of EURALO because I don't think that we can change the name of EURALO. So, if it's being called ICANN European Internet Users Forum, I'm sorry but I think we might be bound. Unless we want to sign a new MoU with ICANN, we probably need to stick to the same name. But perhaps we can explain that EURALO is the ICANN European Internet Users Forum. I'm not sure how else we can do that, but if we could put this as an action item, then we'll know within a few hours perhaps. That would give us an answer. Would you suggest that we just explain that it is ... Because that's the name of it, I guess. We can't change the name. It may be a bit difficult. I see a tick from Erich on this for this thought. Silvia, have you taken the ... Yes, Silvia has written Olivier and Silvia to check official name for EURALO. Thank you.

Let's move on. So, we'll leave this as not resolved for the time being and we'll go to the next page and that's 5.1.1 and it's the replacement for the name. Rationale of EURALO status within ICANN, instead of intention of RALO status within ICANN. So, rationale of RALO status within ICANN to replace intention of RALO status within ICANN. Are we okay with that? I'm not hearing anyone, so let's agree to this.

Then, we've got signing instead of singing. I gather everyone is okay. It's not going to make a song out of this thing. So, signing of memorandum of understanding within ICANN.

Then, there is a suggestion to replace operationalizing the relationship with implementing the relationship. So, in this paragraph it says the association of ICANN shall negotiate and sign a memorandum of

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understanding (MoU) concerning the mutual rights and obligations in connection with implementing that relationship. Is that the same as operationalizing the relationship? We should ask Florian. I know that you said you would only say things if you object, but does this—

FLORIAN HULE: For the purposes of Swiss contract law, as far as I know, there is no matter of how we call this.

OLIVIER CREPIN-LEBLOND: Okay. So, implementing is good enough then?

FLORIAN HULE: Implementing is good enough.

OLIVIER CREPIN-LEBLOND: Okay, excellent. Alright, thank you. I'm not seeing anybody complaining, so we replace operationalizing with implementing. Then, we've got 5.2, means of achieving the objectives instead of means to achieve the purpose.

FLORIAN HULE: Actually, the Swiss are a bit partial about the theme of a purpose of an association. So, it should state purpose is not to become an objective.

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OLIVIER CREPIN-LEBLOND: Ah, means to achieve the purpose. So, instead of means of achieving the objective. So, that's a proper loaded word, effectively, or a loaded headline.

FLORIAN HULE: Yes.

OLIVIER CREPIN-LEBLOND: Okay. Jean-Jacques, you suggested the other one. Are you okay with Florian's explanation?

JEAN-JACQUES SUBRENAT: Yes. But, it's also a question of correct grammar in English. Therefore, I suggest means of achieving that purpose or the purpose, instead of to achieve, because means to achieve doesn't sound quite natural in English.

FLORIAN HULE: That's absolutely right. This is what you get when you translate from sheet.

OLIVIER CREPIN-LEBLOND: So, means of achieving the purpose. Is that okay?

JEAN-JACQUES SUBRENAT: Yes. Fine for me.

FLORIAN HULE: That's fine.

OLIVIER CREPIN-LEBLOND: Perfect. Okay. So, I've done that. And by the way, those of you that have a sharp eye will have noticed that I'm using the wrong character set for writing the headers, and in fact on the amendment because I was a little quick in doing this. But, it's okay. We'll be cleaning up all the character sets afterwards so it's nice and clean again and doesn't use three or four different types of character sizes. I think I'm using 10.5 instead of 12. Lord knows why Google Doc is using 10.5 rather than 12. It's just bizarre. Then, there's all the renumbering from 4.2.1, 4.2.2, etc., to 5.5.5. I think that's okay. I'm going to give those a green light.

Then, you have 5.2.5, instead of to contribute to ALAC policy discussions for representation to the ICANN board and other policy-making bodies, that would be contributing to ALAC policy positions for representation to the ICANN board and other policy-making bodies.

JEAN-JACQUES SUBRENAT: Yes, Olivier. I suggested this change in order to be in conformity with the preceding parts which were organizing, promoting, [releasing], designating and therefore I thought it should be contributing rather than to contribute to.

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OLIVIER CREPIN-LEBLOND: Thank you for this suggestion, Jean-Jacques. I'm not seeing anybody speaking against it, so we'll have to continue. Yes, this one is also accepted.

Then, we've got 4 and 5. The next one is 5.3.2, the association [inaudible] activities which are explicitly and directly for the benefit of the Internet-using public. Now, at present it says it shall not act in any way which is primarily of economic benefit to itself, its officers, or members and the suggestion is to replace this with it shall refrain from any action aimed at providing economic benefit or gain to itself, its officers, or members. Oksana also suggests adding something regarding conflicts of interest. The floor is open for discussion.

First, the change from the old format, so it shall not act in any way which is primarily of economic benefit to itself, its officers, or members. Is this loaded text in the Swiss form of bylaws or is this freehand text, Florian?

FLORIAN HULE: This is partially loaded text since we should have something in [inaudible] to characterize the association as different from a corporation. Also, [define] the officers of the association to some degree, because under Swiss law, they usually have a lot of freedom and a lot of bargaining power within the organizational frame of the association. And yes, we can also add something about the conflict of interest.

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OLIVIER CREPIN-LEBLOND: So, if one changes it shall not act in any way and think that it shall refrain from any action aimed at providing economic benefit or gain to itself, its officers, or members, is the replacement text still valid under Swiss law?

FLORIAN HULE: Yes.

OLIVIER CREPIN-LEBLOND: So, it doesn't need to have "it shall not act".

FLORIAN HULE: No.

OLIVIER CREPIN-LEBLOND: Okay. So, I guess unless anybody else wishes to make any comments on this, we can change this. We can allow this amendment. But, now we have that text regarding conflicts of interest. I had another question on this, by the way, and that's of course because it is under code of conduct ... We've got 5.3.1, we've got at all times in an open, accountable, and transparent way. 5.3.2, it shall pursue activities which are exclusively for the benefit of the Internet-using public. Then, 5.3.3, it says it shall pursue activities which are directly for the benefit of the Internet-using public, which I believe is interesting. 5.3.3 is a copy of 5.3.2 for some reason. Interesting. I don't know how that went. Maybe we can take that out.

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Then, should we have the conflict of interest as a separate bullet point under code of conduct? Is that the right location for conflict of interest statement?

The second thing is should 5.3.2, which says the association shall pursue activities which are exclusively and directly for the benefit of Internet-using public, and then the second sentence, it shall refrain from any action at providing economic benefit or gain to itself, its officers, and members. Should this be split so that we actually have it shall refrain from any action in a separate bullet point than the one that talks about activities exclusively for the benefit of the Internet-using public? Lots of questions here.

So, we have a suggestion from Jean-Jacques after the second sentence of 5.3.2 saying conflicts of interest shall be duly declared. Is that enough? Is that what we are looking for?

FLORIAN HULE: Sorry, to whom should the conflict of interest be declared.

OLIVIER CREPIN-LEBLOND: Good point, Florian. So, to the general assembly or to the board? What if it's the board? Or shall be duly publicly declared? Jean-Jacques Subrenat?

JEAN-JACQUES SUBRENAT: Yes. Shall be made public by the concerned member or by the member.

OLIVIER CREPIN-LEBLOND: Is that okay, Florian?

FLORIAN HULE: Yes, it is. Just one more addendum. What if the member is not complying?

JEAN-JACQUES SUBRENAT: Then send a tweet and you sign it Donald Trump.

OLIVIER CREPIN-LEBLOND: Topics of interest shall be made public by the concerned member. Erich Schweighofer?

ERICH SCHWEIGHOFER: I'm not so sure if it should say that it should be made public by the concerned member. This will be better to declare it to the board or to the general assembly because there may be some particular reasons for [inaudible].

FLORIAN HULE: I think I have a suggestion. We can do it that way, that the concerned member with the conflict of interest may present the conflict of interest or the presumed conflict of interest to the general assembly or in a first step to the board and send in a second step to the general assembly.



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And the general assembly may decide upon the situation being [inaudible], a conflict of interest.

OLIVIER CREPIN-LEBLOND: Okay. That's quite some text. May I suggest that you perhaps e-mail this in and then we'll work it, because I also know of other conflicts of interest clauses in other fora. I know that there is a clause on the ICANN board. There is also a clause on some of the other RALOs. So, perhaps we can pick the correct expression on that from one of the other places. Oksana?

OKSANA PRYKHODKO: Thank you. Maybe [inaudible] can be [inaudible] not on the concern [inaudible] about the oppositional [inaudible], for example. But, it may be maybe unclear by board. For example, if the board [inaudible] any decision on this matter and [inaudible] decision, that's okay. If not, there is a procedure for conflict [settings]. For example, the [inaudible] conflicts of interest, I have to declare it, but maybe for anybody else thinks that I have conflict of interest. So, [inaudible] ask me and I [have to ask his situation]. [inaudible].

OLIVIER CREPIN-LEBLOND: Yeah. Totally understood. That's a question which has come up on the ICANN board a number of times, some people declaring them to be in a conflict of interest. Others not declaring themselves as having a conflict and a big vacuum as to how the conflict was finally handled.

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I see Roberto Gaetano. Perhaps Roberto has a view on this. Roberto, you have the floor.

ROBERTO GAETANO:

Well, I think that the conflict of interest is something that starts being important the moment that we have a decision-making process and that should be declared in the moment when there are actions to be taken. That is the key issue. For instance, if the general assembly is going to take a vote, then the conflict of interest has to be declared officially.

Another thing that comes to my mind is that we are all supposed to file an SOI, a statement of interest, and I think that possible conflicts of interest are shown in the SOI. I'll just make an example. You know that I'm on the Board of Registry and that can be, in certain cases, leading to a conflict of interest. But, I don't think that this will be generally speaking a conflict of interest. It's only when we are making decisions where supposedly the registries have a different interest than the users. But, other than that, generally when we are talking about a number of other things, the conflict of interest is non-existing.

So, we have to be careful in the way we treat it and I would suggest ... So, in summarizing, a two-step process. The conflict of interest should be declared in the SOI, the potential conflict of interest, and the moment that we have an explicit discussion in the general assembly or an explicit vote, that has to be brought to the attention of the general assembly. Thank you.

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OLIVIER CREPIN-LEBLOND: Thanks for this, Roberto. I would suggest that this is an operational rule. So, in the bylaws, we can say that the conflict has to be declared, but how one goes on about enforcement and about how that actually is done. Because we have SOIs today. We might not have SOIs tomorrow. We might have another vehicle to declare conflicts of interest and so on. So, I would suggest be as broad as possible in the bylaws, and then in our operational roles we can be more precise about how to declare a conflict of interest, how to fill in your SOI, etc. Jean-Jacques Subrenat or Roberto, you still have [inaudible] respond? Okay, Jean-Jacques, you have the floor.

JEAN-JACQUES SUBRENAT: Yes. I would go along with your suggestion, Olivier. Two things, actually. First, Silvia suggested that she will check what other RALOs have and she will send an e-mail around to us so that we can determine whether we adopt what other RALOs have already done.

The second thing is to say that I entirely agree with your proposal, Olivier, that we have a formulation which cuts across the board, meaning whether it's in the form of an SOI today or some other form tomorrow, our statutes or our basic rules have to cover all those possibilities. Thank you.

OLIVIER CREPIN-LEBLOND: Thanks for this, Jean-Jacques. So, what we'll do, we'll get the feedback on the list from Silvia and [inaudible] how to clear accusations regarding conflicts of interest. That's all an operational thing. So, that's put to the side.

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Now, back on the screen. I've left Oksana's question there, so that we can come back to it. But, what I have done also is to split 5.3.2 into two parts, since the first sentence was the association shall pursue activities which are exclusively and directly for the benefit of the Internet-using public. And the second part is the association shall refrain from any actions aimed at providing economic benefit or gain to itself, its officers, or members. The question I'm asking now, is it okay to split those two or do they have to be in the same clause, in 5.3.2? Florian, I didn't know whether this needed to be in the same clause.

FLORIAN HULE:

No, this does not have to be exactly in the same sentence. It should, for systematic reasons, or organizational reasons be close, so that it is easier to find. But, it does not have to be in the same sentence. It does not have to be in the same bullet point.

OLIVIER CREPIN-LEBLOND:

Okay. Fantastic, thanks. So, I'll put it this way, so now we can move on. Again, I'm resolving the numbering. The next question is number 6. Number 6 we have the question here of donations. Gifts or donations instead of requests. Please, go ahead, Jean-Jacques.

JEAN-JACQUES SUBRENAT:

Thank you. Yes. It's just a small language question because requests exists in old English and bequeath in the plural also exists in old English, but it seems a bit strange in a modern text. That's why I took the liberty of suggesting gifts or donations. Thanks.

OLIVIER CREPIN-LEBLOND: Any counterpoint to this?

FLORIAN HULE: I may have a suggestion. If we delete request, we can put in legacies which covers roughly the same meaning, being given in the will or testament of a person, which is again a little bit something that [inaudible] from the legal point of view than a gift or donation by a living person.

OLIVIER CREPIN-LEBLOND: Thank you for this, Florian. I see Jean-Jacques has put a green tick. So, would you say then that we have gifts, donations, or legacies? So, all three.

FLORIAN HULE: Yes.

OLIVIER CREPIN-LEBLOND: Okay. We're all okay with that. It seems a bit strange—

JEAN-JACQUES SUBRENAT: Last night on CNN I didn't hear the Buffet that he would give anything to EURALO, actually.

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OLIVIER CREPIN-LEBLOND: Fortunately. Okay. So, gifts, donations, or legacies [inaudible] by ICANN. I'm not quite sure if ICANN is that close from death, but who knows. Then, we have the next one, which is 7.1. The board decides upon the admittance of potential members. Then, there's an additional sentence here. The criteria for admission and the decision to admit a member may be reviewed by the general assembly. That's in replacement to the admission criteria and the decision upon admission may be reviewed by the general assembly. Just a change in the language. I see green ticks on this, so unless I hear otherwise, we'll proceed with this. Then, instead of end of membership, there is termination of membership.

SILVIA VIVANCO: Olivier, I'm sorry for interrupting. May I make a comment, please?

OLIVIER CREPIN-LEBLOND: Yeah. Go ahead, Silvia, please.

SILVIA VIVANCO: Yes, thank you. Going back to the [inaudible], just to point out that under 6.1, as you know, ICANN doesn't have a legal obligation to grant resources. So, just to be careful there. Perhaps we can add resources [are formed] and funded through [inaudible] donations or legacies which may be granted by institutions or by legal or by organizations including ICANN. That gives you the possibility to, number one, include other organizations like perhaps the RIPE organization or any other European entity which may want to [consider] [inaudible] and also by

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using the word may, you don't create the idea that there's a legal obligation to fund or donate to the organization [inaudible]. Thank you.

OLIVIER CREPIN-LEBLOND: Thank you for this, Silvia. That sounds like a good point. I note Jean-Jacques Subrenat is saying that he agrees. Silvia, would you be able to add the text yourself on the document, please? Is that okay?

SILVIA VIVANCO: Yes. [inaudible].

OLIVIER CREPIN-LEBLOND: This is a Google Doc, so it's helpful to do that.

SILVIA VIVANCO: Yes, I will do.

OLIVIER CREPIN-LEBLOND: Whilst this goes on, then we can continue. So, we have termination of membership instead of end of membership. I'm not hearing anybody—

FLORIAN HULE: If I may say something?

OLIVIER CREPIN-LEBLOND: Yes, Florian?

FLORIAN HULE: I do not have the document currently in front of me. Is the end of membership the headline or is it in the text itself.

OLIVIER CREPIN-LEBLOND: It's the headline. So, it's 7.2, end of membership.

FLORIAN HULE: Then it should say end of membership because the end of membership covers more options of membership ending than just termination. Termination would be the termination by one of the parties, whereas the end of the membership also covers, for instance, the death of members or the dissolution of members.

OLIVIER CREPIN-LEBLOND: Thanks for this, Florian. Jean-Jacques Subrenat?

JEAN-JACQUES SUBRENAT: Yes, thank you, Olivier. I'd like to come back to the point just made by Florian. It's a question of the terminology in English, because in French, for instance, in Swiss law but in French, it would say [speaking French]. So, for consistency, with general practice in the English language, I think we speak of termination of membership, which as explained subsequently, membership ends either by withdrawal, expulsion, death. So, all the cases including death are in fact spelled out. So, there is no – in my mind, there is no conflict between the use of the word



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termination instead of end and there is cases which leads to the termination of membership. Thank you.

OLIVIER CREPIN-LEBLOND: Thanks for this, Jean-Jacques. My question on this, actually, is because we're following the format of Swiss bylaws, is that header verbatim in the Swiss bylaws? Because if the Swiss bylaws say end of a membership, I know in the UK certainly we use termination of membership, but if the Swiss bylaws say you need to have that header end of membership, then we need to stick to end of membership.

FLORIAN HULE: You do not, per se, have to have that header in that wording, but you have to have a clause regarding the end of membership. That is why I translated the German [enda] with being [inaudible]. We can switch to termination. It's not quite the same thing, but it won't be a problem, I guess.

OLIVIER CREPIN-LEBLOND: Okay. So, you translated it from German. Are you aware in any way of Swiss bylaws drafted in French, do they use the word end or do they use the French equivalent or the French word that Jean-Jacques was saying earlier?

FLORIAN HULE: I'm not aware of that.

OLIVIER CREPIN-LEBLOND: Okay.

FLORIAN HULE: I have absolutely no idea.

OLIVIER CREPIN-LEBLOND: Okay. I would be inclined to say that if the header itself is not a loaded header ... So, there is not a legal reason for calling it end of membership, then we make it into good English and call it termination of membership. That would be more easily understandable, especially since we then start the next paragraph by saying membership ends either by withdrawal, expulsion, death.

JEAN-JACQUES SUBRENAT: If I may, membership ends either, in English, it's between two terms, not three or more. So, we can say membership ends by any of the following. It's just a question of English language and the use of "either" here is inappropriate.

OLIVIER CREPIN-LEBLOND: Because it's either/or, and by any of the following: withdrawal, expulsion, death. Membership ends by any of the following. Silvia, your hand is still up.

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SILVIA VIVANCO: I'm sorry, it's an old hand.

OLIVIER CREPIN-LEBLOND: Okay, thanks. Roberto asks, "Can we ask this question to a Swiss lawyer?" We can certainly put a question mark on this, on the termination versus end of membership. If you're ready to [inaudible] it, Roberto, that's absolutely fine. We could ask [Ralph Faber] for some review, yes, perhaps. Erich, do you wish to just drop a note to [Ralph Faber] quickly? Or I'm happy doing it because I know [Ralph], too, and ask him if this is a loaded header as such.

With this, so what I will say, because I'm mindful of the time, is to not replace this at the moment yet, go with the next changes which was membership ends by any of the following. Then, replacing the commas with colons and then moving to the next part and that's part number 8, rights and duties of members.

On this, at 8.2, members are obliged to maintain an e-mail address and to communicate to the e-mail address to the association as well as other details of his, her, or their particulars as the board so decides.

So, what is suggested is to add the association will act in accordance with the European Union regulations and directives for national law regarding data protection as applicable. Are we okay with that?

JEAN-JACQUES SUBRENAT: Olivier, perhaps I should give an explanation for this proposed change. The European Union as such does not issue laws. They are called laws by journalists, but there are no European Union laws. There are only

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directives and regulations and it is up to each member state to transcribe those directives into national law in order for them to be applicable. So, it's just a question of using the correct terminology. Thanks. And you should put a full stop after applicable.

OLIVIER CREPIN-LEBLOND: That's done. Thank you. Erich Schweighofer?

ERICH SCHWEIGHOFER: [inaudible] arises what happened with Swiss law because Swiss law data protection [inaudible].

OLIVIER CREPIN-LEBLOND: I'm sorry, I couldn't hear you well, Erich.

ERICH SCHWEIGHOFER: I would like to ask what happened with Swiss law that may be applicable and just focus [inaudible] data protection law.

JEAN-JACQUES SUBRENAT: May I just say a word in response to Erich?

OLIVIER CREPIN-LEBLOND: Go ahead, Jean-Jacques.

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JEAN-JACQUES SUBRENAT: Thank you, Olivier. Erich, you're absolutely right. The sentence should read the association will act in accordance with European Union regulations and directives or Swiss law regarding data protection as applicable. Thanks.

OLIVIER CREPIN-LEBLOND: Thank you for this. Thanks for this point, Erich. Oksana Prykhodko?

OKSANA PRYKHODKO: Thank you, Olivier. Actually, I have the same [inaudible] member of EU and I don't know anything about these regulations of data protection. I think of this wording or EU [inaudible] regulation or national law will be very [inaudible] clear which law we have to apply.

OLIVIER CREPIN-LEBLOND: Thanks for this, Oksana. Now, remember, we're dealing here with maintaining an e-mail address and communicating the e-mail address to the association. I understand that the General Data Protection Regulation is dependent not on location of an entity but primarily on the nationality of the people that are in the database. So, EURALO would have the majority of people from the European Union region.

OKSANA PRYKHODKO: So, let's write EU or regulation without or national law.

OLIVIER CREPIN-LEBLOND: Or Swiss law. So, it's taking away or Swiss law regarding data protection.

OKSANA PRYKHODKO: Yes.

OLIVIER CREPIN-LEBLOND: Thanks for this. Any counterpoints to that or would that be ...?

JEAN-JACQUES SUBRENAT: Olivier, may I speak?

OLIVIER CREPIN-LEBLOND: Yes, go ahead, Jean-Jacques.

JEAN-JACQUES SUBRENAT: Thank you. Further on Erich's remark, his point I think was that the whole thing we are working on is based on the assumption that we will be under the jurisdiction of Swiss law. So, that's why I accepted and I [inaudible] his suggestion that we mention Swiss law. Oksana's point is different. Her point points to the nationality or the residents of each individual member. But here we're talking about the incorporation of our association which hopefully will come under Swiss law and have a Swiss address if that's necessary. So, can we reconcile the two? I have nothing specific to suggest at this point.

OLIVIER CREPIN-LEBLOND: Thanks for this. Florian, do you have any suggestions?

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FLORIAN HULE: While we don't have to specify that we as a Swiss association or an association under Swiss law will follow Swiss law, that is not necessary. What we can do is we can say that we are going to follow, if not applicable by it's own or if it has a high degree of [protection], the GDPR and the European data protection laws. So, we do not have to put the Swiss laws into that.

OLIVIER CREPIN-LEBLOND: So, if one was to basically say the association will act in accordance with European Union regulation and directives, as applicable, that would be fine?

FLORIAN HULE: Yes. From the point of view of [corporate] governance or associational governance, that would be fine.

OLIVIER CREPIN-LEBLOND: Okay. Thanks for this. First you, Erich, and then Jean-Jacques if that's okay. Erich put his hand up.

ERICH SCHWEIGHOFER: [inaudible] more than a principle because in the end we have to comply with [inaudible] we are acting, in particular in the [inaudible] state. That's why it's a little [inaudible] some kind of [inaudible].

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OLIVIER CREPIN-LEBLOND: Well, we can say the association will act in accordance with European Union data protection regulations and directives. Erich?

ERICH SCHWEIGHOFER: Yes. Okay. [inaudible] special principle and [inaudible] national obligations will have to be also [inaudible] commitment of the association [inaudible] data protection law.

OLIVIER CREPIN-LEBLOND: Yeah. I understand this might be difficult if we say that because of the fact that we've got members in every part of Europe. Let's go over to Jean-Jacques Subrenat.

JEAN-JACQUES SUBRENAT: Thank you, Olivier. The point I wanted to make first was exactly the one that Erich has proposed, which is I do have actually transcribed which is in accordance with European Union data protection regulations and directives, as applicable.

On the other hand, the second point meaning reference to national laws, I don't have a very strong feeling on that just now. Thank you.

OLIVIER CREPIN-LEBLOND: I'm just going to put this. I'm concerned about the time at the moment, so let me just put check reference to international laws in square brackets. Okay, what I suggest, because we are somehow already running out of time – I have no idea where the time went – let's try and



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finish this pass and we probably will just have that 8.2 that will remain behind.

Board officers and periods of office I believe is the correct change. The other one below that was ... So, here, there's a bit of a change. Instead of the board consists of at least two members which are elected by the general assembly for a period of office of two years, the suggestion is the board consists of at least two members elected by the general assembly for a two-year term. I see an okay from Roberto.

JEAN-JACQUES SUBRENAT: Olivier, if I may offer a word of explanation why I suggested this change. It was simply a question on proper English. Thanks.

OLIVIER CREPIN-LEBLOND: Thank you for this, Jean-Jacques. I'm not hearing any objection, so let me give it a green check. Then, the next question was in regards to the president of the board is elected by the general assembly and here the suggestion was to replace president in all instances of the document, change president with chair of the board and that's of course to fall in line with the common ICANN and At-Large nomenclatures that one uses. I believe it is only in LACRALO where the language in Spanish for chair is presidente, that the term president is being used. Is that correct, Silvia?

SILVIA VIVANCO: Yes, Olivier.

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OLIVIER CREPIN-LEBLOND: Okay, thanks. And it appears that we've lost Florian.

FLORIAN HULE: I'm actually back in the call.

OLIVIER CREPIN-LEBLOND: Oh, you're back. Okay, excellent. Thank you. I'm not seeing any objections to changing president with chair, so we'll do that. Then, the next one is the meeting of the board is ... Now, instead of saying convoked by the chair of the board ... This is just a change in the sentence. Instead of being said meetings of the board are convoked by the chair of the board, either because of an according proposal by him or a request from a member of the board. That being changed to meetings of the board are called by the chair of the board at his initiative or at the request of another board member. Is this equivalent? I'm seeing an agreement from Roberto. And instead of convoked, of course that would be changed by called. Meetings of the board are called by the chair of the board at his initiative or at the request of another board member.

I was going to say where we're going to use his initiative, I would suggest his/her initiative, to make it gender neutral.

JEAN-JACQUES SUBRENAT: Olivier, that's exactly what I was about to say. Thank you. Gender neutral, please. Yes, thank you.

OLIVIER CREPIN-LEBLOND: Okay. Let me just say I'm not seeing anybody disagreeing here, so let's just go for a few yes, yes, yes. So, now we have meetings of the board are called by the chair of the board at his/her initiative or at the request of another board member. I'm seeing all green here. Thank you.

Then, we have change president with chair. That's fine. Then, 9.1.3, representation and responsibility. The proposal is to replace the board represents the association [outwards]. The member of the board signs collectively with a chair or with the president of the board together. The suggestion is to say the board represents the association. All decisions or statements of the board shall be signed by the chair and/or another authorized member. The floor is open. [inaudible] any difference to the meaning. A member of the board signs collectively with the chair of the board together with all decisions or statements of the board shall be signed by the chair and/or another authorized member.

My question here is the difference here. A member of the board signs collectively with a chairperson. Does that mean that we need to have two signatures or is this that the chair can sign and another designated member of the board can sign, too? Which one is it? Jean-Jacques Subrenat?

JEAN-JACQUES SUBRENAT: Thank you, Olivier. I suggested this change because I had the same question I could not answer. Was the intent that there should be, in any case, the chair or must it be two people including the chair? So, depending on the proper answer, of course we have to change the text,

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but in any case, I thought that the new formulation was, as far as the English language was concerned, perhaps a bit clearer. Thanks.

OLIVIER CREPIN-LEBLOND: Thank you, Jean-Jacques. I'm going to turn to Florian to find out what the intent was.

FLORIAN HULE: The original intent was to have a [inaudible] principle. Decisions have to be signed by the chair and by another member of the board. That was the original intent.

OLIVIER CREPIN-LEBLOND: Okay. Thanks for this. So, just a question that I have to ask, then, myself is decisions – written decisions that require signatures, because otherwise I'm going to have to obtain authorization for everything that EURALO does from a board member.

FLORIAN HULE: Actually, we can limit the scope of this clause to written decisions. We can specify to be contractual or obligations or anything else. This is more a cautionary clause. It is not a [inaudible] clause.

OLIVIER CREPIN-LEBLOND: Okay. So, maybe all contractual decisions or statements of the board. How can we change this? Roberto Gaetano?

ROBERTO GAETANO: Yes. All contractual or whatever specification that clarifies that you don't have to do this for every little thing. But, more important, if I understand correctly what Florian says, I don't think that all decisions or statements of the board should be signed by the chair and/or another authorized member, but it should be the chair and another authorized member without the "or". So, the chair has to ... If I understand Florian correctly, the chair has to be, in any case, part of the decision of the representation.

FLORIAN HULE: Roberto, I think you are understanding me correctly. The idea was that the chair may not on his own sign or put something into writing alone, but that there is another set of eyes, another member of the board, that has to cosign that.

OLIVIER CREPIN-LEBLOND: Okay. Thanks for this. It's written now. The board represents the association. All contractual decisions or statements of the board shall be signed by the chair and another authorized member. Does that make sense?

JEAN-JACQUES SUBRENAT: In this case, we should delete the word authorized because we are talking about members of the board. Thank you.

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OLIVIER CREPIN-LEBLOND: Well, the question is whether there is a specific member of the board that needs to counter-sign, or is it another authorized member, as in a specific person on the board that should counter-sign?

JEAN-JACQUES SUBRENAT: It's the chair plus one.

OLIVIER CREPIN-LEBLOND: Chair plus anyone from the board then?

JEAN-JACQUES SUBRENAT: Yes.

FLORIAN HULE: I would second that.

OLIVIER CREPIN-LEBLOND: Erich Schweighofer?

ERICH SCHWEIGHOFER: I am not so happy with the statement the board presents the association. It should be clear who can sign [inaudible] chair and another member, okay. It is necessary then to have a decision about that before.

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OLIVIER CREPIN-LEBLOND: Yeah. Thanks, Erich. That starts making it a little complicated because then if we have to start saying a decision needs to have been reached by the board before the chair is to sign something, then that might start hindering the EURALO general daily work. Can we leave that aside for the time being? Maybe all contractual decisions. Okay, contractual decisions I understand, but statements of the board is a question here. But, obviously, yeah, the statements of the board need to have been agreed by the board to start with. Again, we're getting into the nitty-gritty and the details may be a little too far here. I'm conscious about the time.

JEAN-JACQUES SUBRENAT: Olivier, may I speak?

OLIVIER CREPIN-LEBLOND: Go ahead, Jean-Jacques, please.

JEAN-JACQUES SUBRENAT: Thank you. Exactly with our preoccupation about the time, I suggest that we cut short this by saying all contractual decisions of the board shall be signed by the chair and another member. That replies to Roberto's question, which is it's chair plus one member. The answer is yes. And the reason at the beginning of the sentence I put the board represents the association is that because, in German, it was towards the outside world as it would be also in French. But, in English, there is not the equivalent word which is neat and simple and I think if it's quite understandable as is. The board represents the association.

OLIVIER CREPIN-LEBLOND: Yes. Thanks. So, now we have the represents the association. All contractual decisions of the board shall be signed by the chair and another member. Does that work with the original intent, Florian?

FLORIAN HULE: Yes, it would.

OLIVIER CREPIN-LEBLOND: Okay, thanks. So, we'll accept this. There is a question from Oksana. "What about the responsibility of EURALO officers to participate in ICANN meetings in person?" Oksana, could you please explain this to us because I'm not sure it belongs here.

OKSANA PRYKHODKO: Thank you, Olivier. [inaudible] migration was about vertically a definition of all responsibilities and all duties of EURALO officers because it's very important to have these duties and responsibilities written and adopted. And by the way, we are talking about officers, but at least now I see only one officer.

OLIVIER CREPIN-LEBLOND: Yes. Thanks for this, Oksana. I think that this belongs in the operational rules. Rules of operation. Because the duties and so on of whatever, participate in ICANN meetings, etc., is not something that would be in the bylaws itself.

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OKSANA PRYKHODKO: Can I ask [inaudible]? What about [funded] opportunities to participate in ICANN meetings? For example, if a EURALO officer can't participate in this meeting, what to do with this [funded] opportunity?

OLIVIER CREPIN-LEBLOND: That's in the rules of procedure. That's not in the bylaws.

OKSANA PRYKHODKO: The way of decision of the situation may be in the rules of procedure, but the responsibility to represent EURALO has to be in bylaws it seems to me.

OLIVIER CREPIN-LEBLOND: I'm not sure that there is consensus on that. I know you've suggested this forward in prior calls. I don't remember whether we agreed to this. I'm going to have to defer this discussion until ... Maybe put it back on the mailing list and ask this on the mailing list because I wanted to at least go once through the current document and we have just a few more things. We really are running out of time here. Oksana, I'm sorry. If you can put this on the mailing list, then I will respond with my view and I encourage everyone else to also respond with their points of view on this. But, as I said, my view is this should go into the operational rules and not in the bylaws. But, if you can formulate what should go in the bylaws, perhaps even suggest text, then it's written in a certain way, it might be considered. It could be considered.

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9.2.1.1, the general assembly, the [senior] body of the association [inaudible] without limitation any of the activities of the other bodies of the association. I believe this is to be replaced or suggested for replacement as: as the [senior] body of the association the board may, without limitation, review any of the activities of other bodies of the association. Oksana?

OKSANA PRYKHODKO: I disagree with this wording because, for example, if a board can over-regulate the work of our taskforce, it will not be fair. I'm just trying to imagine how the board is of EURALO and [inaudible], for example, our taskforce.

OLIVIER CREPIN-LEBLOND: That's a good point.

OKSANA PRYKHODKO: And there's only two persons in EURALO can make [inaudible] from all our work.

OLIVIER CREPIN-LEBLOND: Fair point, Oksana. How can this be changed? Jean-Jacques Subrenat?

JEAN-JACQUES SUBRENAT: Thank you, Olivier. In response to Oksana's concern, I would say that of course there is the election process which can remove the board or members of the board, and of course including the chair. But, I don't

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see that a working group such as ours can have more importance than the board. I mean, in the bylaws, it's difficult to suggest that. Thanks.

OLIVIER CREPIN-LEBLOND: Thanks for this, Jean-Jacques. Are there any other comments on this?

FLORIAN HULE: Yes. One comment from me. I do think there is one major component. We have to keep in mind that in the [inaudible] the decisions of one body of the association are always king, the general assemblies. So, there is no way to overrule the general assembly.

OLIVIER CREPIN-LEBLOND: Thanks for this, Florian. So, effectively here one shouldn't say as the senior body of the association the board may, without limitation, review any of the activities. It actually is the general assembly is basically will review any of the activities of the other bodies of the association. I think that we had this discussion already and we did agree that it was going to be the general assembly that had the overall power, if you want, and not the board. So, how can we rewrite this correctly? This is not just a case of changing the wordings. Jean-Jacques Subrenat?

JEAN-JACQUES SUBRENAT: Thank you, Olivier. I agree with what has just been said in the past two minutes. The general title of 9.2 is the general assembly. It's not the board. So, it makes sense to say here as the ultimate body of decision,

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the association, the general assembly, may without limitation review any of the activities of other bodies of the association. Thank you.

OLIVIER CREPIN-LEBLOND: Okay. Thank you for this, Jean-Jacques. We now have as the ultimate body of the association, the general assembly may, without limitation, review any of the activities of the other bodies of the association. Is that better? I'm going to turn to Oksana if that's better for her.

JEAN-JACQUES SUBRENAT: And to delete "the" in the other bodies of the association. So, to read: any of the activities of other bodies of the association.

OLIVIER CREPIN-LEBLOND: Yeah. Thanks. That's gone. Oksana Prykhodko?

OKSANA PRYKHODKO: I agree. I did not raise my hand.

OLIVIER CREPIN-LEBLOND: Okay. Thanks. So, unless somebody objects to this, then this change is: as the ultimate body of the association, the general assembly may, without limitation, review any of the activities of other bodies of the association.

Then we have to go further down and there's a comment and that will probably be ... That will require a bit of discussion here. I'm really

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worried about the time now. Can we have this discussion about funded face-to-face meetings and non-funded face-to-face meetings in an e-mail discussion, please, and move on with further down 9.2.5?

Extraordinary general assembly may be called on decision of the board rather than convoked on decision of the board. No objection? On decision of the board.

Then, finally, we have a question about funded and non-funded. 11, dissolution of the association.

Now, at the moment, there is text which says in the event of the association's dissolution, its assets, if not otherwise decided by the general assembly will pass to ALAC. And the suggestion is to replace this with in the event of the dissolution's assets, if not otherwise decided by the general assembly, those assets will be transferred to ALAC. Jean-Jacques Subrenat?

JEAN-JACQUES SUBRENAT: Thank you, Olivier. I would like to suggest a further improvement or at least change of my own suggestion, which is a bit long. I read: In the event of the dissolution of the association and, unless otherwise decided by the general assembly, its assets will be transferred to ALAC. Thanks.

OLIVIER CREPIN-LEBLOND: Any feedback on this? Do you have it typed somewhere, Jean-Jacques, or could you please suggest the text in the Google Doc, if that's okay with you.

JEAN-JACQUES SUBRENAT: Yeah. Coming.

OLIVIER CREPIN-LEBLOND: And it makes sense because the association is dissolved, not the assets, obviously. Okay, we'll come back to this. I don't want to go too fast. Have you added it? I'm not seeing any ticks [inaudible]. Jean-Jacques?

JEAN-JACQUES SUBRENAT: Yes. Coming. I'm sorry. My Internet connection went off just a few moments. I'm back now. I'm typing in proposed text.

OLIVIER CREPIN-LEBLOND: Alright. Thank you. It's okay. Then we have the last few pages. In the meantime, 12 applicable law. Let's move this discussion about Swiss international private law to the side and just look at the 12.2.1 and that's the replacing of all disputes, disagreements, or any claim arising from the articles or its exhibits or relating to the articles or its exhibits is its violation, dissolution, or invalidity are to be first exclusively referred to the board, and the suggested text is all disputes, claims, or differences of interpretation arising from the articles or their exhibits all relating to the articles or their exhibits shall first be addressed exclusively to the board. Is that the same thing, Florian?

FLORIAN HULE: Sorry, I just rejoined the call.

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OLIVIER CREPIN-LEBLOND: Okay, we lost you. We're on 12.2.1 and the suggestion is to replace all disputes, disagreements, or any claim arising from the articles or its exhibits or relating to the articles or its exhibits, its violation, dissolution, or invalidity are to be first exclusively referred to the board. It's to replace this text with something slightly smaller that says all disputes, claims, or differences of interpretation arising from the articles or their exhibits or related to the articles or their exhibits shall first be addressed exclusively to the board.

FLORIAN HULE: That's fine with me.

OLIVIER CREPIN-LEBLOND: Okay. Unless somebody wants to say otherwise, we'll then be okay for this. And in the meantime, Jean-Jacques have you managed to draft under dissolution of the association, the new text, or not yet?

JEAN-JACQUES SUBRENAT: Yes, I just sent it. Roberto has agreed. Maybe you could look at it.

OLIVIER CREPIN-LEBLOND: In the event of the dissolution of the association's assets it still says on my screen.

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JEAN-JACQUES SUBRENAT: No, [inaudible] comes a bit later. I'll read it to you. In the event of the dissolution of the association, and if not otherwise decided by the general assembly, its assets will be transferred to ALAC. It's in the chat.

OLIVIER CREPIN-LEBLOND: Ah, it is in the chat. Okay.

JEAN-JACQUES SUBRENAT: And on [inaudible], otherwise.

OLIVIER CREPIN-LEBLOND: To the ALAC. And it says after that who must use the assets according to the purposes of its then current articles of association. Is that okay or do we divvy that as well?

JEAN-JACQUES SUBRENAT: May I chip in?

OLIVIER CREPIN-LEBLOND: Please, go ahead, Jean-Jacques.

JEAN-JACQUES SUBRENAT: Thank you, Olivier. Yes. We cannot statute for others, for the bodies, so I think it's quite clear that we can end the sentence at "will be transferred to the ALAC".



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OLIVIER CREPIN-LEBLOND: Full stop. I'm not seeing anybody else putting their hand up and I'm seeing okay from Erich.

JEAN-JACQUES SUBRENAT: The legalese is we cannot stipulate for third parties.

OLIVIER CREPIN-LEBLOND: Correct. Yes. I understand that. Let's move. Oh, I think that's nearly it. We have a question on 12.2.3.1, etc., which speaks about both an arbitration board in 12.2.3.1 and 12.2.3.3 talks about an arbitration panel and .3.4 also an arbitration panel. Which one is it that we have? Florian?

FLORIAN HULE: Those are the last remains of the transformative process. When we cast during the last call arbitration board in its first form and then later changed the name to panel. So, it is an arbitration panel.

OLIVIER CREPIN-LEBLOND: Panel, then. Okay, excellent. So, [inaudible] panel. Thanks for this. And now we just have 12.2.3.3, the arbitration panel decides disputes with a single majority vote. The decision is final and enforceable, but can reviewed by the general assembly and there's just a change here. Instead of and the Swiss court appropriate, it would say or the competent Swiss court. Is changing appropriate with competent a loaded term?

FLORIAN HULE: If we keep the competent court, then everything is fine.

OLIVIER CREPIN-LEBLOND: Okay and the competent court. I'm not seeing anybody disagree with this, so let's just go on that. I think that makes it the end of our first pass. There is just one more note regarding the signature of the keeper of the minutes and I'm not quite sure, Jean-Jacques, what you meant by this.

JEAN-JACQUES SUBRENAT: Thank you, Olivier. Yes. I raised the question of the following problem. If we write anywhere [inaudible] end of this text the keeper of the minutes, then we have to have designated who among the board members or anywhere else. Is the keeper of the minutes ... That's quite a tricky question. Is it the secretary of the board? Is it the chair? I know that—

FLORIAN HULE: Actually, may I chip in?

OLIVIER CREPIN-LEBLOND: Go ahead, Florian.

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FLORIAN HULE: The keeper of the minutes is a Swiss associational legal term that is the keeper of the minutes for the first meeting and he has signed the minutes of the first meeting in which the bylaws are to be agreed upon and that could be anyone. The term is defined in Swiss associational law.

JEAN-JACQUES SUBRENAT: Okay. Thanks for the explanation, Florian. May I suggest in that case that we put in aesthetics after signature of the keeper of the minutes, and at the end of the page, we put an explanation. In Swiss association law, the keeper of the minutes may be any member designated by, etc., because not everybody knows Swiss law.

FLORIAN HULE: I completely agree with you, but maybe a more elegant form would be to put brackets behind the keeper of the minutes and in the brackets in accordance with clause so-and-so of the Swiss association law, legal code. I have to look it up.

JEAN-JACQUES SUBRENAT: Yes. Thanks very much, Florian. I think that's a very [neat] solution and Olivier should put keeper of the minutes within quotation marks.

OLIVIER CREPIN-LEBLOND: Okay. Thank you, Jean-Jacques, and thank you for this, Florian. I put this on the text, and Florian, you can follow-up on that then, just to add in accordance with law x.x.x., whatever it is.

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Thanks, everyone, for this first pass. Or maybe not first pass, but this first pass in its current form. I think this is taking excellent shape. We haven't got that many discussions following on on this. The next steps, if we can, in the next couple of days perhaps finalize this document, then share it again another time with a working group – and I think that all of the active members of the working group are on this call – then immediately after this, what we will have to do is to then pass it by the EURALO board for comments.

Once we've passed it by the EURALO board, we can then send it to our general assembly and to all of our members. My hope is that we can then discuss this document during part of the general assembly, the virtual general assembly that will take place in Barcelona. Also, at the same time, hoping that we're not going to spend all the time in the general assembly on this. So, we'll have to allocate a specific amount of time, maybe 15 or 20 minutes, to collect some feedback if anybody wishes to talk about this. But, try and avoid having too much on those bylaws, otherwise we'll just end up boring people who are not interested in bylaws, and people that are excited about bylaws will just have a field day and will probably try and tear them apart and start again from scratch, which is something that we also want to avoid.

So, with this, I'm really sorry that it took so much time, but I think we made excellent progress. Any other business? Anybody else wish to add anything to this? Are you all okay with the way forward? Yes, Silvia?

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SILVIA VIVANCO: [inaudible] for you and the team, please. If you wish to call [inaudible] next week, as we already put it in the calendar, or we just do all of it through e-mails?

OLIVIER CREPIN-LEBLOND: Thanks, Silvia. Please indicate yes or no. Do we need another call next week? Before you go, Roberto, yes or no? I see some people. There's an interest in having another call next week. Even if it's a very short call, maybe if we have just a few more things. Please send a Doodle out. That would be great.

SILVIA VIVANCO: Okay, perfect. We'll send a Doodle. Thank you very much, Olivier.

OLIVIER CREPIN-LEBLOND: Thank you. Thanks, everyone. Sorry for the time it's taken, but it's been an amazing call today. I'm really, really pleased. Thanks. Have a very good evening, everybody, and let's speak next week and follow-up on the mailing list. This call is adjourned. Thank you. Bye-bye.

OKSANA PRYKHODKO: Thank you very much. Bye.

FLORIAN HULE: Thank you, bye-bye.

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ANDREA GLANDON: Thank you. This concludes today's conference. Please remember to disconnect all lines and have a wonderful rest of your day.

**[END OF TRANSCRIPTION]**