
YESIM NAZLAR:

Thank you very much, Olivier, let's please start the recording. I'll go ahead with the roll call. Good morning, good afternoon and good evening to everyone, welcome to the EURALO bylaws taskforce call taking place on Tuesday, 11th of September, 2018 at 1500 UTC. On our call today, we have Olivier Crepin-Leblond, Oksana Prykhodko, Jean-Jacques Subrenat, Erich Schweighofer, and Yrjö Lansipuro. Florian who will be joining us slightly late, and we have received apologies from Matthias Hudobnik and on staff side we have Silvia Vivanco and myself, Yesim Nazlar. I will be managing today's call.

And before we start, as usual, I would like to remind everyone to state your names please before speaking for the transcription purposes. And, a kind reminder for those who are on the phone bridge, please don't forget to use *6 to mute your lines when not speaking, and *7 to unmute. Thank you very much, and back to you, Olivier.

OLIVIER CREPIN-LEBLOND:

Thank you very much, Yesim. Welcome everybody for this new call of the bylaws. We're slowly moving forward to the light at the end of the tunnel. I appreciate all the work and the help that everyone has been furnishing this week. Today we are going to continue to try to move a little closer to the light. We've got a number of things to discuss, follow-ups from last week, and I would suggest that we can immediately start. First thing, I was just going to ask if there is any other business that anybody would like to add at the end of this call so I know a little bit how to time the call? We'll try and stick to the allocated timing, which is supposed to be one hour.

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JEAN-JACQUES SUBRENAT: Olivier, may I suggest that at the EURALO call later today, perhaps when you present this project, you make the EURALO board aware of the fact that the working group we are in now is really keen to have the EURALO board terminate, meaning take a decision this time, does that seem likely or possible for you? Thanks.

OLIVIER CREPIN-LEBLOND: Thank you for that, Jean-Jacques. Really, I did consider this as well. The way that we were going to work this one out was to get the last call on the working group, pass it to the EURALO board, get the feedback from the EURALO board, have another call for ourselves to integrate the input from the EURALO board, and then present this in text form by e-mailing it to all At-Large structures, prior to the annual general meeting.

So, I considered, thinking, "Maybe we should start asking for feedback from other ALS' at this EURALO call," but I felt it was maybe premature since there is a full month before we meet in Barcelona. And until the annual general meeting. Do you think we still need to do this? What I will definitely do is to inform the EURALO board in writing, and as you know, many of us who are in this call are actually in the EURALO board, but to mention to the EURALO board in writing that we are nearing the completion of our work, and perhaps we even share the Google Doc with them so we get the feedback from them. Would that be a way forward, Jean-Jacques?

JEAN-JACQUES SUBRENAT: Thank you, Olivier, I agree with you, I would express that agreement. I think it's good to have feedback and you reminded me that there's several weeks still left, so if you think we can really get everything done by that time, then it's fine, thank you.

OLIVIER CREPIN-LEBLOND: Thank you, Jean-Jacque. I'm actually basing our schedule here on discussions that I've had in the past with Walt Ludwig who of course had worked on the previous versions of the bylaws, and whilst I think that within our group we have now found a good working relationship and consensus on 99.9% of the points on what's written down on paper now, on virtual paper. There might be elements within EURALO that are seeing things very differently, and one of the biggest dangers to present the product too prematurely and immediately get this feedback that then from actually dotting the I's and crossing the T's for the time being.

I'd like to have a near perfect product that we can discuss and certainly defend in all different ways. If that's okay, I will tell today, and any other business, I will tell the EURALO that work is progressing well on this and they should soon expect a final product from this working group, so they can gear themselves up.

All right, so now we can go to our action items, and there are two sets of action items. In fact, they were leftover actions items from the three last calls, but some of them were duplicate, so I just felt we could have a link to the action items of the 23rd of May, and then action items on the 5th of April. The one from the 23rd of May are firmly in hand, and in fact they're kind of our plan as to move forward; Olivier, Florian and Erich to

formulate a question on the option care of EURALO as an earning corporate assertion. That's what we will ask the board, the EURALO board.

And the bylaw drafters to consider the incorporation of a note in accordance to national and European data protection law in Article 8, and if you recall on our last meeting we had a discussion about this, and we came up with some text which I think Florian was going to incorporate. IT's not currently on the Google Doc, but as soon as Florian comes online, we'll be able to ask him whether he has any text that is ready for this. That was my understanding, am I correct on this?

And then, the third Action item being for Olivier to request ICANN's legal department to check the EURALO bylaws draft when it is in final form. Obviously, that's fine. If I could ask that perhaps we could have the three action items carried over to a new set of action items so we don't need to keep the old action item pages up; we can just copy them over and we'll have them all on one action item page from this call, and we'll have the pleasure of ticking them as they get working, hopefully.

That's one. The second one is from our last call, and there are two left. The first one is for Silvia to check on the official league name of EURALO, and you must have seen in your e-mail that she has found this out, and we'll discuss this shortly. So, that actually can be ticked. Next step to finalize document, pass it to EURALO board and present at EURALO G in Barcelona. That's an ongoing action item until we actually carry this out that will signify closure.

Regarding the Swiss address, Oksana, could you please provide us details of the Swiss address? Well, this is it; if we are going to provide an address for incorporation, of course, Oksana has dropped out. I will come back to the point then as soon as she comes back on.

Now, let's move on then to the next thing, and that's the conflict of interest policy. We had quite a discussion on this last week. Silvia has very kindly sent us details of the other RALO's conflict of interest policy. There is a response that I answered to this regarding some of the points made there, and also regarding the board conflict of interest policy, where there is quite an expansive document with the publication of the conflict of interest on one side, complications of the code of conduct on the other side. Those are separate documents; they are not within the ICANN bylaws.

And then there is a section in the director's conflict of interest, section 7.6 in the ICANN bylaws that speaks about a process by which the board governance committee shall require a statement from each director, not less frequently than once a year. I think for a small business and other affiliations that relate in any way to the business and the other affiliations of ICANN. Each director shall be responsible for disclosing to ICANN any matter that could be reasonably -- sorry, that could reasonably be considered to make such director an interested director, within the meaning of section 5233 of the -- I have no idea what the CTC is.

I guess this is the conflict of code of conducts maybe? Maybe someone will help us out on this. In addition, each director shall disclose to ICANN any relationship or other factor that could reasonably be

consider to cause the director to be an interested person within the meaning of section blah, blah, blah, blah. The workshop adopts policies specifically addressing director officer. EC is the Empowered Community, I have no idea why they'd used another acronym here, just terrible, and supporting organization conflicts of interest. No director shall vote on any matter on which he or she has a material and direct financial interest that would be affected by the outcome of the vote.

Of course, we don't have a board governance committee, and then there are two things I guess. There are those people that hold official functions in RALO, so EURALO leadership chair and secretariat, also the ALAC members in EURALO, perhaps are non-com selected appointee in EURALO, so the question then comes as to whom should a conflict of interest policy apply to?

And I'm a little renascent in asking all of our ALS' to fill in or sign a conflict of interest policy that they have to renew every year. We've already got difficulty in getting everyone to vote, so getting them to draft full details of what they're involved in might be challenging. That being said, it's not impossible to do it, so I'll open the floor now to start the discussion on this topic. Jean-Jacques Subrenat, you have your hand up so you have the floor.

JEAN-JACQUES SUBRENAT:

Thank you, Olivier. About conflict of interest, I suggest two things. First; that this will apply to members of the board of EURALO because they are offices or potentially offices of the organization.

The second thing I would suggest is to put in a clause which is less stringent than the one applying for the ICANN board of directors, and which would say in summary that all board members of EURALO are expected to provide forthwith to the chair of that board, of EURALO board, any information since his or her latest declaration of no conflict of interest, so this may be ascertained against the duties she or he performs on the board of EURALO, thank you.

OLIVIER CREPIN-LEBLOND: Thank you, Jean-Jacques, do you -- I mean, one of the things we do have in At-Large, and I think we are now asking of everyone that gets involved in At-Large, or actively involved in At-Large, so anybody in working groups etcetera, is fill a statement of interest in the file, and in there I think it does mention, "Do you have any conflict of interest," so, would that not be enough for the board members? And, I'm asking Jean-Jacques directly, Jean-Jacques you can have the floor, please.

JEAN-JACQUES SUBRENAT: Thank you, Olivier. Yes, I think that in general such a measure would be sufficient, but I think that the advantage we would get from --

OLIVIER CREPIN-LEBLOND: Have we lost?

JEAN-JACQUES SUBRENAT: -- duty of the board itself, or the chair of the board of EURALO to go and fish for this information. The thing is that every individual who is a

member of the board is supposed to have some morality as opposed to, I don't know, maybe the head of state of a large country who can allow herself to be MRO, and therefore if we trust the person, we can ask the person to volunteer to signal any chance which might constitute a conflict of interest. After all, I mean, we are not the United Nations, we are only the EURALO board, and as for the members, I think that's not really necessary, thank you.

OLIVIER CREPIN-LEBLOND: Okay, thanks for that Jean-Jacques. What I've got from you is that we should have a stringent clause for offices of EURALO, so chair, vice chair, and perhaps the ALAC members that are selected by EURALO. I don't think that we're able to impose anything on the ALAC member that is selected by the nom-com, but maybe we'll have to check that.

And then we should have maybe a less stringent clause for board members, so every individual of the EURALO board should fill in a more extensive conflict of interest document, then it's just a simple SOI, but it's less stringent than the one from the offices of EURALO. Great take from Jean-Jacques, thank you. Yrjo Lansipolo, apologies for making you wait.

YRJO LANSIPOLO: Yeah, I agree actually with your summary. The only thing I wanted to add, since you mentioned ALS', let's keep ALS' out of this. Not to make it too complicated, and not to scare them too much, thank you.

OLIVIER CREPIN-LEBLOND: Okay, thanks for that Yrjo. Noted, so keep ALS' out of conflict of interest questions. Jean-Jacques Subrenat?

JEAN-JACQUES SUBRENAT: Thank you, Olivier. I would just like to make here that my proposal a couple of minutes ago was not to have several categories, only two categories; either member of the board, with of course the officers, or non-members of the board of EURALO. I'm afraid that otherwise it may be rather complicated, a foreign organization that goes by its purpose and membership is quite honest, so I think we could apply the same rule to any member of the board of EURALO, thank you.

OLIVIER CREPIN-LEBLOND: Thank you for this, Jean-Jacques. Any other comments? Now, I note, first, welcome Florian, I understand you have now joined the phone bridge, so we are, just to keep you up to date, I don't know exactly when you joined, but we are discussing-

FLORIAN HULE: Jumped in just a few minutes ago.

OLIVIER CREPIN-LEBLOND: Right, okay, so we just started to -- we went through the action items, and there's one remaining action item which we'll have to come back to you for you, but we're now discussing the conflict of interest, and we've just only started, so Jean-Jacques has suggested a stringent clause for officers of EURALO, and then a less stringent clause for others.

So, the stringent clause would effectively be very much along the lines of the board conflict of interest clause where you have to provide full details of any conflict that you might have, and the less stringent clause is more just a slightly more extensive conflict of interest document than the current statement of interests that are there. Is that correct, Jean-Jacques?

JEAN-JACQUES SUBRENAT: Olivier, thank you. No, my last proposal was exactly the contrary which is to simplify the thing and have the same, let's not call it, "Stringent clauses," I mean, it's quite normal to have a conflict of interest clause for any board member. I was simply suggesting that instead of having two categories, meaning one for the officers and two for the non-officers of the board, we simplify and have only one set of criteria or obligation of declaration of conflict of interest, which would be the same for officers and non-officers' members of the board. Thank you.

OLIVIER CREPIN-LEBLOND: Okay, thanks for this, sorry for misunderstanding this. And then we had Yrjo who suggested that we shouldn't have any conflict of interest questions regarding ALS', specifically when ALS representatives, because remember, there are ALS' and then they send ALS reps and some of them are- some At-Large reps are more than one representative, so they share the load for different working groups and so on. They have to fill a statement of interest, which is a basic conflict of interest document that basically says; what are they involved with. But, it doesn't have extensive questions about conflict of interest. So,

that's the basic question that is for anyone who gets involved in At-Large, and I think that Yrjo said, "Let's just leave it at that."

Now, a note from the chat that Oksana has actually provided details, would like to ask about false information about ALS' or persons. Oksana, are you able to speak and please explain to us your concerns on this? Because if I understood you correctly from the last time, you were in favor of actually having ALS' fill more extensive conflict of interest policy. Oksana Prykhodko, you have the floor.

OKSANA PRYKHODKO: Hello, can you hear me?

OLIVIER CREPIN-LEBLOND: Yes, we can hear you.

OKSANA PRYKHODKO: Thank you very much. It's important information for me, because in my previous experience I have records of facilitating of misinformation about ALS or persons involvement in EURALO activity. And, it's extremely important for me to know how you plan to judge this involvement. For example, I have to provide to you that this, by the way this is EURALO's this person has had to have the right to answer my obligations. What is the relative to all of us how we can provide very clear, fair and non-biased regulations for all of our involvement. Sorry for my problem.

OLIVIER CREPIN-LEBLOND: Thanks for this, Oksana. So, I understand your concern is, what if somebody provides a statement of interest and lies on their statement of interest, if they make it out that they are from a specific organization and they're not, or they are non-conflicted while they are heavily conflicted, let's say. And frankly at the moment, I don't know. I think this is probably more likely to be in our operational rules, it's not something that is usually mentioned in the bylaws. It's a very important question that you ask.

I don't know if anybody else on the call knows the answer for this, but if they don't know the answer for this, I should ask staff if we could have advice on this. You know, in general, I would understand that if somebody misrepresents themselves, then they are in breach of the ICANN operational rules, and I think it might be that they might be in breach of something else, or it might be that one has to make a complaint with the ombudsman or something like that. But, I noticed that Silvia has put her hand up, so maybe she'll be able to help us out on this one. Silvia Vivanco.

SILVIA VIVANCO: Yes, thank you very much, Olivier. Just a comment; I think Oksana, your concern about someone misrepresenting a statute or some relationship perhaps with some company, whatever, in that case I think we are not able to prevent this from happening in maybe some cases. In case, Olivier said, the organization or this person could be in violation of the ICANN standard officiator of conduct, and the course of action would be to find a way to perhaps request certification of the ALS of separation of this person from the EURALO, but I really don't believe that we are able

to prevent that situation that may have happened in the past, and could happen in such a large organization as ICANN.

So, that's my point of view. If you have something that you can deal with by creating some clause for sanction or the certification, one with whom that may be cause for certifying the person, if the person is lying about something. Thank you.

OLIVIER CREPIN-LEBLOND: Yeah, thanks for this, Silvia. It's Olivier speaking. Do we have any documents that we can park any issues that have to go in the operational rules of procedure? Silvia?

SILVIA VIVANCO: This working group is not creating a document, but that's a great idea; I think they just could do perhaps a simple Word document where you are parking all these issues that are so detailed that require an annex of the people.

OLIVIER CREPIN-LEBLOND: The issue -- because I'm now seeing throughout our calls a number of things that need to go into operational rules, and as you know, after the bylaws we're going to have to look at simple operating rules for some of the points for two reasons. The first reason being that the next EURALO chair, I'm sure they'll be one after; the next EURALO chair will need to know a number of things of how things work out and things, and so, specific operating rules that we've developed over the years need to be put down on paper. And also, for the sake of transparency.

But also, for these specific questions, when you have an ALS at the moment for example we have a process that has been developed to decertify an at Hawk structure if we don't hear from them for, I don't know how many years, and we ask them, or if an At-Large structure asks to be decertified. However, I don't believe we have a document that actually would decertify an At-Large structure in a penalizing way if an ALS was to either misbehave, or an ALS rep would misbehave, or would misrepresent their positions, and that's something that I think we need to work on, and thanks for raising this, Oksana, it's a good point.

It would be an action item, you would list pending questions as Jean-Jacques Subrenat mentioned in the chat, which require clarification from staff or general counsel office or another source of legal knowledge. Right, so Silvia is putting this in a separate document, thanks very much for this. Any other comments or points regarding this conflict of interest policy?

Now, the second part actually was the, I think this whole dissection originated from the Google Doc where the mention of a conflict was actually one where the association itself shall refrain- now, we're looking here at the Code of Conduct 5.3.3; the association shall refrain from any action aimed at providing economic benefit for a gain to itself, it's officers, or members. That's a different discussion to have. I was going to suggest that we have this discussion when we reach our next agenda items, so we move on from the conflict of interest which we've now addressed and have a way to move forward with, we'll put some text together to present during our next call.

And, we therefore now look at our- we look at the next thing, which is the review for the overall draft amendment. Is that okay, are we finished with the conflict of interest? I'm not hearing anybody should their name out, so that's fine, thank you.

Now moving to the Google Doc. And, the Google Doc itself is- oh, no, just before we move to the Google Doc, and sorry for this, you've seen the other conflict of interest policies from the other RALOs, are you all okay with what we've just decided here, or did you want to add some other stuff from the other RALO's as well? Is there any other? Green tags from Jean-Jacques Subrenat, I'm not hearing anything from anybody else on the call, so I gather we're fine, let's then move.

Okay, so the next thing is the overall Google Doc. I invite you to open the Google Doc. As you know, the table of contents will be redone once we've done all the things. The preamble is still put there as, "To be decided," and I'm going to ask Florian what was the idea behind the preamble, what kind of text did we need to put on there, this sort of thing, or whether it's just a quick introduction and saying, "These are the EURALO bylaws, thank you very much?"

FLORIAN HULE:

Yes. Actually, the preamble can be whatever you want it to be. It can have significant part of material rules for the bylaws and for interpretive things of bylaws, or it can just be a quick introduction, "These are the EURALO bylaws, thank you very much."

OLIVIER CREPIN-LEBLOND: Okay, then let me just ask everyone; what would you prefer? Would you prefer something a bit more extensive in the preamble, or would you think we just say, “These are the EURALO bylaws, thank you very much.” Let’s start with Jean-Jacques Subrenat.

JEAN-JACQUES SUBRENAT: Thank you, Olivier. And, yes, I think that the simpler it is, the better it is because the experience we all have at ICANN and elsewhere about revisiting the legal documents such as bylaws is that sometimes we discover that changing what seems to be quite an innocuous little thing. It’s quite complicated, because in other parts of the same document from the bylaws, it says something else. So, especially the preamble, the simpler it is, the better it is. And, you should avoid coming to the situation of, for instance, a constitution of Egypt, whose preamble is three pages long. Thanks.

OLIVIER CREPIN-LEBLOND: Thank you very much for that, Jean-Jacques. I am not seeing any other hands up. Silvia has very kindly shared with me the APRALO preamble, which is not very large, and it might be what we would want to have for the European one, and I’ll read them to you; “AFRALO is the Asian, Australasian and Pacific Islands geographically bound home for organizational and unaffiliated individuals. We wish to formally engage with ICANN At-Large. It was established according to section 5 of Article 6 of the ICANN bylaws for residents, organizational and individual of Asian, Australasian and Pacific Island countries.

APRALO serves as the main forum and coordination point for public input to the At-Large advisory committee (ALAC) and/or ICANN in our geographic region, and as required in ICANN bylaws as a not-profit organization certified by ICANN according to criteria and standards that were established by the ICANN board, based on the recommendations of the At-Large advisory committee. It was formally created with a founding ALS' signing of the memorandum of understanding, (MOU) with ICANN on the 28th of February, 2007." Full stop, and end of paragraph.

Would the equivalent for EURALO be desirable, or do we need something different? Jean-Jacques Subrenat?

JEAN-JACQUES SUBRENAT: Thank you, Olivier. I think that is perfect. I would simply suggest one very small addition which is to make here that Europe, in the ICANN definition as to avoid any possible contest or legal battle about what Europe means and how extensive it is. So, Europe as defined by ICANN, and all the rest is really perfect I think. Thank you.

OLIVIER CREPIN-LEBLOND: So, Europe as defined by the ICANN geographical regions. I think that would be great, thank you for adding this. That's a very good point, especially since, and just passing through this, I am hearing through the board that there might be movement now finally on the definition of new geographic regions, so there might be some changes when it comes down to the Europe borders as such, or regions as such.

That's great. Thank you for this, Jean-Jacques, I'm not seeing any other hands up. It looks like everyone else is okay with this. Silvia, since you have access to the document, please feel free to add the edit onto the Google Doc if that's okay with you, if you're able to do so? I think that you have the ability to make suggestions on there so we'll be able to add this in there.

Then we can scroll down and further down it says, "Assertion exists under the name ICANN, European Internet user's forum. EURALO with the meaning of the Article 6PZGB and following. The seat of the association is," and then we'll have the seat and that will be the address of where- we still have to ask the EURALO board about.

Oksana asked; what is the link between ICANN European Internet Forum, Internet Users Forum and EURALO, and you've read actually on Silvia's response that this is the official name of EURALO itself. What I have done as a follow-up, because I'm a little confused as to why we just didn't call it, "European At-Large Organization," and had to also ask why was it called, "ICANN European Internet Users Forum," so I've asked [inaudible], Annette Muehlberg, Sebastien Bachollet and [inaudible], who were part of the original team at that time, the original MOU, the question as to why it's called this way. And hopefully we'll get an answer from at least one of them when they read their e-mails.
Jean-Jacques Subrenat.

JEAN-JACQUES SUBRENAT: Thank you, Olivier. In addition to whatever our colleagues you mentioned may bring back to us, and that will be very useful, from a

legal standpoint I'd just like to point out the memorandum of understanding, as far as the name of EURALO is concerned, belongs to EURALO to define, not to ALAC or the board of ICANN.

So, it would suffice for the EURALO board to send an official notification to ALAC and to ICANN to say, "Because of the ambiguity contained in the double-name, on the one hand EURALO, etcetera, etcetera, and on the other hand something, something forum, the board of EURALO has decided to..." etcetera, and of course it would have to be reflected in the bylaws, but I think that what I'm aiming at is to say that it doesn't need to be negotiated; this is something which belongs to EURALO and therefore it would be sufficient for the chair of EURALO to officially notify, thanks.

OLIVIER CREPIN-LEBLANC: Thank you, Jean-Jacque. So, you believe that if we were to change the name, and define it as being a simpler name, for example, just, "European At-Large Organization," that could be just a one-flighted thing, we don't need a new MOU, we just, as like a company that changes their name? Three ticks from Jean-Jacques. Florian, and Erich, I know both of you are very knowledgeable about the Swiss law, is this the interpretation in Switzerland as well? Are there any problems that you might see here?

FLORIAN HULE: I do not see any problem arising from that point of view. In Switzerland, the name of an association is part of the privity of the association; the

association can name itself within the law as it pleases to do. I see no problem here.

OLIVIER CREPIN-LEBLOND: Okay, thanks for this, Florian. What I would suggest then is, rather than-because we are working group, we would have to ask the EURALO board once we move forward with this, and send this over to the EURALO board, one of the questions we will have to ask them is whether EURALO should simplify it's name from, "ICANN European Internet Users Forum," to either, "European At-Large Organization," or, "EURALO," or something that is simpler than this, so as to avoid any confusions, confusing of people.

Thank you. And, that's of course when we send this document to the EURALO board. I'm not even sure where the process would be past that, whether there would need to be- who knows, there might need to be a vote in EURALO to change the name, I really don't know. We're going into uncharted waters at the moment.

Let's continue, let's move into, so we continue further down, and here we have the discussion about; the association should refrain from any action in that providing economic benefit or gain to itself, it's officers or members. So, I've commented on this with one potential problem with this clause, that the association requires sponsorship for an event, and actively looks for sponsorship outside of the ICANN realm, and this has actually taken place in the past, where we've managed to get sponsorship directly from affiliates for an event. Then, does this mean

that it would break this clause? Because, can sponsorship be seen as economic benefit or a gain? The floor is open. Jean-Jacques Subrenat.

JEAN-JACQUES SUBRENAT: Thank you, Olivier. From a legal standpoint, I would suggest to make things clearer, we could add a piece of sentence to the 533 existing formulation, and say, “However, support for EURALO’s activities are not considered as economic gain or benefit,” something like that. I’m sorry I don’t have a better formulation just right now, but what I’m aiming at is to avoid any conflict between 533 by adding just half a sentence. Thanks.

OLIVIER CREPIN-LEBLOND: Thanks for this, Jean-Jacques. Is there any other comments on this? I would have to go back to Florian again, and ask for his points or view on this, since he is the director of the sentence. I gather this is a standard clause maybe that one finds on Swiss not for profit? Florian Hule? Have we lost Florian?

YESIM NAZLAR: Just making sure his line is unmuted, this is Yeşim speaking.

OLIVIER CREPIN-LEBLOND: Thank you, Yesim. I know that Florian was working and doing other things at the same time, so unfortunately, it’s a bit difficult for people to juggle with things.

YESIM NAZLAR: Olivier, he's just disconnected, and the call is now redialing back to him.

OLICIER CREPIN-LEBLOND: Okay, thank you for this, Yesim. In the meantime, I don't know, Erich Schweighofer, would you know this?

YESIM NAZLAR: Olivier, Florian is now back.

OLIVIER CREPIN-LEBLANC: Thank you Yesim, we were looking at clause number 5.3.3; the association shall refrain from any action aimed at providing economic benefit or gain to itself, it's officers and members as EURALO is a not for profit association. Is this a standard clause that has to be there under Swiss law for not for profit? I'm not seeing any- Florian on the call?

FLORIAN HULE: Yes hello, I just rejoined the call. My phone keeps dropping me out. What is the clause in question?

OLIVIER CREPIN-LEBLOND: So, the clause is 5.3.3 Florian, and it says; the association shall refrain from any action aimed at providing economic benefit or gain to itself, it's officers, or members. Is this a standard clause for the Swiss?

FLORIAN HULE: It is a standard clause in the sense that it keeps the tax office off our backs. If we would be- we can change it within a degree, but it's a safety clause to make sure we are a non-profit organization under Swiss law.

OLIVIER CREPIN-LEBLOND: Thanks for this, Florian, now we've had a suggestion from Jean-Jacques Subrenat to append to this sentence; however, support for EURALO's activities are not considered as economic gain. Would this still keep this clause if we have a new formulation?

JEAN-JACQUES SUBRENAT: Excuse me for interrupting, but I wrote something, maybe you can't see it in the chat. What I am suggesting now, to add a piece of sentence, something like, "However, contributions to EURALO facilitating the accomplishment of its missions as a not-for-profit entity are acceptable in so far as they do not constitute commercial benefit or profit." Or, "A commercial gain or profit." So, we would keep the first sentence, which you had provided of course, thanks.

FLORIAN HULE: Yeah, I'm not especially knowledgeable in Swiss tax law, but I think it would work nevertheless. I do not see where it could constitute a problem, no, I think it would work.

OLIVIER CREPIN-LEBLOND: Okay, thank you for this Florian. We can add this after this sentence and I'm doing this by the way as we speak, I should really do it as a suggestion. Suggestion, here we go. And, I should add, "As a not for profit," in the middle as well. As a not for profit entity. Okay, thank you for this. I'm not seeing anybody else with their hand up. I've now added this to the document. You can't see the document as a Google Doc on the Adobe Connect of course, but that's a PDF copy, but if you wish to see the actual document as it's being built, please turn directly to the Google Doc. I think that everyone is on it already.

So, that's the next one, now let's scroll down and number 7 was the issue of membership. Now, the original sentence says, "Humans and legal entities are applicable as members as they acknowledge and support the purpose of the association. Legal entities must be domiciled in Europe." And the suggestion was to replace, "Humans," with, "Natural persons," it was Yrjo that proposed this.

I'm not seeing a major problem as being this, but that also then raised a question with regards to voting and so on, who is a EURALO member who is able to vote? And so, that's- how do we write this sentence so as to not make it seem, or mistaken that the members, individual members have exactly the same vote as the ALS representatives? Yrjö Lansipuro?

YRJO LANSIPURO: Yeah, thank you. I think that this voting actually, this doesn't define; this paragraph doesn't define the voting procedure. I wonder what would be in the operating procedures or not, but then the other

question I have regarding this paragraph and who members are; are we sure that all ALS' are actually what is referred here to as, "Legal entities," or, "Legal Persons," that is to say, are all our ALS' somehow incorporated within their national legislation? That's something I do not know.

OLIVIER CREPIN-LEBLOND: Thanks for raising this, Yjro. Good point, and that might hinge on whether Swiss law allows unincorporated association as having, as being a legal entity of such. I noticed that Silvia Vivanco has put her hand up, so Silvia first, and then we'll go over to Florian for potentially an answer on this.

SILVIA VIVANCO: Thank you very much, Olivier. I can confirm that we don't require an organization to be legally incorporated to become an ALS. So, this is not a requirement for accreditation according to the minimum criteria that the community itself elaborated a while ago to accredit ALS', so they don't need to be legally incorporated. In practice, all of them are legally incorporated, but they don't need to be; they could be unincorporated organizations. Thank you.

OLIVIER CREPIN-LEBLOND: Thanks for this Silvia, so then the question really comes down to whether the text that is there, which is legal entity, is a recognized term for an unincorporated association? Let's ask Florian, and also, I'd like to address what Jean-Jacques mentioned in the chat. Florian Hule.

FLORIAN HULE: Thank you. First things first; in order to hold the rights of a member of a Swiss association, you need to either be a legal entity or a legal person, a legal entity, or a natural person in the sense of being a human. Otherwise, you couldn't hold the rights and duties of members, of membership.

And the second point being, yes, legal entity is a recognized term, you could also write down as legal person, I'm using legal entity because it is a slightly broader term because for instance in Austria and Germany, there are certain legal constructs on corporate terms which are not legal persons per se, but rather, legal entities which is more and more a semantic discussion than a legal one, which is dissolving itself, but it's still a discussion, it's still a debate, and so to be on the safe side, I use the term, "Legal entities."

OLIVIER CREPIN-LEBLOND: Okay, thanks for this, Florian. I understand that this is then covered. Legal entity can be an unincorporated association. The next suggestion from Jean-Jacques was to use individuals rather than natural persons.

FLORIAN HULE: It is a more elegant term, but the legal term is natural persons.

OLIVIER CREPIN-LEBLOND: Okay, so we would have to use, "Natural persons," for this. Thank you.

FLORIAN HULE: It would be preferable.

OLIVIER CREPIN-LEBLOND: Okay. Thanks. If it's preferable for the legal document, then that's entirely fine. So, let's keep natural persons. I'm not seeing any other hands up on this, and I am aware of the time.

So, moving down to 7.2; termination of membership or end of membership. I have asked Walt Ludwig and his response was that termination of membership is more preferable. I've also asked Carl Schneider, who is the previous chair of the GAC but also at the moment the chair of the ARALO -- sorry, of the EuroDIG association, and he was involved with the redrafting of the EURODIG bylaws. He's not a lawyer, but he has said that in his view termination is probably more final if you want than end of membership. So, the proposal is to have termination of membership, rather than end of membership. Are we okay with that? I feel inclined, because both of them said termination is better than end, we should use termination. All okay? I'm not hearing anything, I see a green tick from Jean-Jacques.

Now the next one; rights and duties of members. This might be where we might wish to have one clause that mentions the member that is an association. The difference between an individual member and association member with regards to the vote. I think we might, I'm not sure if we have enough time to discuss this now, but I would suggest this for one of our future calls.

At present, at 8.2, we have; members are obliged to maintain an e-mail address and communicate the e-mail address to the association as well as other e-mails of his, her, or their particulars as the board so defined. The association will act in accordance with European union data protection regulations and directives as applicable. And in brackets it says, "Check reference to national laws," I believe that this takes us back to our action items where Florian was to check, where was I on this? Here we go; bylaw drafters to consider the incorporation of a note in accordance to a national and European data protection law in article 8. And Florian, you were going to check on this?

FLORIAN HULE: Yes, I did so, I do think it is okay. I haven't found a lot of Swiss data protection law in accordance with associations. I do think the clause would work.

OLIVIER CREPIN-LEBLOND: Sorry, you thought the clause would work, but without --

FLORIAN HULE: Yes, I do think it will work this way as well, because it is clear if we choose to be a Swiss association, we also have to mind Swiss law, and I do not think that we can pick and choose which rules of which laws are applicable to us. We can apply the Swiss law to data protection, and additionally, if there is a stricter standard, the European rules.

OLIVIER CREPIN-LEBLOND: Okay, thank you. I gather this probably is the case, then, of course, this is a Swiss-based association. All right, any comments on this? I'm not seeing anybody putting their hand up. Goodness the time flies absolutely so quickly, so we'll keep this, we'll take the check reference of national laws out, and we'll agree to this. Boom.

And now, moving on further down; Representation and Responsibilities. Now, just please let's take an action item on this. So, in rights and duties amended, if we can have one specific clause regarding voting, because at the moment I don't think there's any right to vote here. There is, 8.8, the members may forfeit their voting rights in accordance with the EURALO's rules of procedure, but, we do need to have the members have a right, a voting right. We can do a follow-up immediately after this call on this, or in writing, by e-mail. Okay, thanks.

Moving down; Representation and Responsibilities; what about responsibility of EURALO offices to participate in ICANN meetings in person. Oksana, I didn't quite understand this question, let's as we said, please discuss this online, so let's launch the discussion on this. If you could send your e-mail to the mailing list, and we'll follow up with a discussion on this. It's very likely that this goes into the operating roles.

And then, there's the forms of the general assembly, clarifying the difference between funded and non-funded meetings. Another one that is a bit of a headache, I would suggest we could discuss this one online as well. It's not so important, yes, it might introduce confusion, but it's not something that is critical in the bylaws.

And then, the 9.2.6 paragraph 3 has also got the question regarding funded face-to-face meetings and non-funded face-to-face meetings.

And finally, article 12.1; the article and all of it's exhibits are to be governed by and construed in accordance with Swiss law to the exclusion of conflict law roles of Swiss international private law. Florian, you have one minute to explain this clause to us please.

FLORIAN HULE:

This is a standard clause to keep conflicts of laws at bay if we have an international member and association from a different jurisdiction, so for instance, if I have an Austrian, German, or UK member, and a Swiss association, then this clause keeps all within the Swiss jurisdiction, which is a benefit because there may be different contractual rules, there may be different obligational rules, there may be different interpretation, and this clause helps define which jurisdiction, defining which jurisdiction is applicable and which law within this jurisdiction is applicable, because, for instance, since we are a Swiss association, we could easily be within Swiss jurisdiction, but the law applicable could be something entirely different, and that would create a number of problems during a civil procedure.

OLIVIER CREPIN-LEBLOND:

Okay, thanks for this explanation, Florian, that's very helpful. Jean-Jacques, is this answering your question, has this been clarified?

JEAN-JACQUES SUBRENAT:

Yes, thank you.

OLIVIER CREPIN-LEBLOND: Okay, thanks. So, let's just put this as being resolved, and then we have the last question here; signature of the keeper of the minutes completely at the bottom of the document. How is this to be addressed?

FLORIAN HULE: I believe this was discussed on the last call.

OLIVIER CREPIN-LEBLOND: We did, yeah, but I didn't quite record what we were going to do.

FLORIAN HULE: Remember, please go on, go ahead Jean-Jacques.

JEAN-JACQUES SUBRENAT: Thank you, Florian, sorry for interrupting. Just as a reminder, I brought up this question because it's the first time in the whole text that we see the expression, "Keeper of the minutes," so we had best put in at least a reference to that, which is for the time being is in red letters, "In accordance with clause xx of etcetera," I just requested that we add at this place the reference to Swiss association law, which provides for the appointments of a keeper of the minutes at the beginning of a general assembly. That's all, thanks.

FLORIAN HULE: Yes, this is entirely correct, and this is entirely what we discussed the last time. Just one minor point; the keeper of the minutes is in accordance with Swiss law, not appointed at every general assembly, but he is appointed one time, and he assigns it, and that's it.

OLIVIER CREPIN-LEBLOND: Okay, thanks.

FLORIAN HULE: It's more the role of a witness.

OLIVIER CREPIN-LEBLOND: A witness, okay.

JEAN-JACQUES SUBRENAT: Thanks Florian, could you provide the exact reference to that by e-mail?

FLORIAN HULE: Yes, I will look it up. I entirely forgot about it.

OLIVIER CREPIN-LEBLOND: Thank you very much, gentleman, that's very helpful. I think we've got a nearly finished product. Now that we have just these very few things to do, we'll follow-up by e-mail. Our next steps, I would suggest now, and I'm going to ask you, all the people that remain on this call; is there any objection to us tossing the now, the product that we now have to the EURALO board for their feedback? Jean-Jacques Subrenat?

JEAN-JACQUES SUBRENAT: Thank you, Olivier, yes, I think it would be not only acceptable, it would be even a very good measure to make sure that our members of the EURALO board are perfectly informed, and also, we would save time in that way. In order to avoid any misunderstanding, I think it would be very useful, Olivier, if you could preface that transmission with a few words of explanation about the outstanding, or the remaining points, which we still have to settle. And that way, the readers of your message would know that we have to concentrate on only that, thanks.

OLIVIER CREPIN-LEBLOND: Thank you, Jean-Jacques. I'm definitely going to proceed forward with prefacing and explaining the points we still require clarification or we would appreciate input on. Oksana Prykhodko?

OKSANA PRYKHODKO: Thank you. My letter was, my proposition and concerns because I have some technical issues during this conference call. So, I can't approve our decision because I didn't hear. But, I would like to thank all of us, all of you, all of us, because we did a really good job, and I don't know what [inaudible] provide our next steps.

OLIVIER CREPIN-LEBLOND: Thank you for this, Oksana. It's not the end of the work for us, all we're doing is to pass it to the EURALO board now for their feedback. We're required likely to have another call. Maybe not next week, because that

probably isn't needed, but at least to look at the feedback that we get from the EURALO board.

So, we haven't finished our work yet, but thank you for having thanked everyone for the great job. I would like to join you in thanking Florian for the super work that you've done in bringing this to this level here. You've done a significant amount of work here, and that's really great. And of course, to thank Erich for having suggested Florian to help us out on this.

But I'm not seeing anybody stopping from -- it doesn't mean we've agreed on this, we haven't- what we don't have is, we're now asking for input from the EURALO board, so the earlier we get this, the more likely we can then do some more tweaks and then if we're happy with the document, then we'll then be able to share it with the EURALO members. It's a significant step forward. Oksana, your hand is still up?

OKSANA PRYKHODKO: Thank you very much.

OLIVIER CREPIN-LEBLOND: Thank you. And with this, I think we've got a way forward, I realize we're ten minutes beyond the end of this call. I'm terrible with time, and I apologize for that. Our next steps, as I said, we're sending this to the EURALO board for review, we're following up on a couple of discussions on our mailing list, and I don't think at present we can table another bylaws call.

But we should expect one within the next three weeks or so. Hopefully by then we will get feedback from the EURALO board. What I might do is to ask the EURALO board, either give them a deadline for feedback so we can say, "Within fifteen days we would like the feedback," then we'll have enough time to have a last glance at the text and then present it to the EURALO members before the ICANN meeting in Barcelona.

And with this, any other concerns, any other business? Going once...going twice...Oksana, your hand is still up, is that a new one?

OKSANA PRYKHODKO: Thank you very much, [inaudible] on EURALO [inaudible].

OLIVIER CREPIN-LEBLOND: Okay, thank you, Oksana, thanks everyone, great work today and I'm really happy that we really are coming out of the tunnel very soon. Maybe we are already outside the tunnel. We're out in the open. I'm not sure if you can all make it to the call tonight, but if you can't then speak to you in a few weeks' time, if not, speak to you in a few hours. And this call is now adjourned. Or ended should I say.

[END OF TRANSCRIPTION]