Attendees:

Sub-group Members: Alan Greenberg, Avri Doria, Cheryl Langdon-Orr, Chris Wilson, David McAuley, Jean-Jacques Subrenat, Julf Helsingius, Michael Karanicolas, Philip Corwin, Ricardo Holmquist, Vidushi Marda, Wale Bakare (12)

Staff: Bernard Turcotte, Elizabeth Andrews, Karen Mulberry, Tristana Webster, Yvette Guigneaux

Apologies: Herb Waye

** If your name is missing from attendance or apology, please send note to acct-staff@icann.org **

Transcript

- Word Doc
- PDF

Recording

- Adobe Connect Replay
- mp3 Replay

Agenda

1. Roll Call
2. Welcome - Opening Remarks
3. Discussion of ICANN CCWG – Transparency Report WS2 - DRAFT
4. AOB

Notes

1. Roll Call
2. Welcome - Opening Remarks
Michael Karanicolas: Will go directly to document.
3. Discussion of ICANN CCWG – Transparency Report WS2 - DRAFT
Michael Karanicolas: Review of new version of draft.
David McAuley: thanks for drafting - a lot of good in this. A few concerns - would encourage us to encourage ICANN to get involved early (vs WS1). Non-disclosure - nothing should upset an existing NDA - if there is going to be a public interest override then the NDA should note this if it is subject to this. Disclosure of Board vs IRP - would this really qualify under the IRP Bylaws as written.
Michael Karanicolas: re ICANN good. NDA robust disclosure discussed in Hyderabad - much support for opening up contracting rules. As to applying it retroactively that is problematic and should not be done as it would not be fair. As such it is currently worded that current NDAs should not be modified. Re IRP vs references - however we do not need a new enforcement/review mechanism for this.
David McAuley: IRP - agree we should not have another dispute resolution mechanism. However, they do not have to go IRP first - other choices such as the Ombudsman are available. However, we should not specify what is applicable to IRP, the Bylaws currently say what that is.
Michael Karanicolas: Given the time constraints could we get your written comments earlier.
Cheryl Langdon-Orr (CLO): Wow hang on Team it's called building consensus not a deadline driven end game
Cheryl Langdon-Orr (CLO): no contract penalties for slipping a deadline here we don't get revisions for updates easier if we hand homework in on time
Chris Wilson: looking to be on track1.
Michael Karanicolas: any other comments on the draft?
Chris Wilson: Maybe we could handle the CW comments made by email?
Michael Karanicolas: Good idea. discussing budget considerations is beyond our remit however we should ensure we are not recommending things that are completely unreasonable.
David McAuley (RySG): Budgeting could be handles by adding “reasonableness” to be judged ultimately by Ombudsman.
Alan Greenberg: The Ombudsman makes recommendations and never decisions. About budgeting - a statement about reasonableness should be included in our recommendations. Transparency of the volunteer part of the organization but this falls to the SOACs
David McAuley: Agree with AG.

Jean-Jacques Subrenat: Dissociate budget reasonableness vs anything to do with the Ombudsman - as I believe no Ombudsman would accept to do this.

Michael Karanicolas: Sounds like we include a reasonableness statement but leave out any mention of the Ombudsman (general support).

David McAuley: references to best effort or ASAP should be considered in context of reasonable costs.

Michael Karanicolas: Reasonableness is about helping identify priorities. How about As Soon As Reasonably Possible. Any further comments?

Vidushi Marda: Good draft. Support DIDP clauses about restrictions 7, 10 and 11. Uncertain the proposed replacement for 11 may not meet what we are trying to do. We should maybe be looking at asking ICANN to provide a reason why. Pro-Active disclosure we should add where they get their funding.

Michael Karanicolas: Re Proactive disclosure - Given we initially removed the proactive disclosure I would be leery of adding it in again. What we could do is structure the access to information stuff to make it easier to get that information. Number 11 should be rephrased but understanding ICANN has commercial interests which cannot be compromised would appreciate a suggestion.

Cheryl Langdon-Orr (CLO): that makes sense to me Michael we need to be careful re our specific mandate within WS2... other work later may of course but should say build on our foundations

Vidushi Marda 2: my analysis so far shows that as the most often used clause, and my concern is that the new amendment would not change much

Vidushi Marda 2: I will do so in the next week?

Jean-Jacques Subrenat: Important remark: ICANN per se does not have "commercial interests"; although some of its stakeholders do. I would avoid any expression tending to accredit the notion that ICANN is or should be a "commercial venture"...

Jean-Jacques Subrenat: No, ICANN does not have "commercial interests".

Philip Corwin: ICANN is non-profit, but not non-commercial

Vidushi Marda 2: in order to define ICANN's commercial interests, we need to know where it gets its money from :) 

Philip Corwin: A third of a $billion in new gTLD application fees sure looks commercial

David McAuley: Interesting discussion - JJS should make his point and let people think about it.

Alan Greenberg: ICANN is not for profit but engages in a number of contracts such as renting office space - so I have no problem using this word.

Jean-Jacques Subrenat: Yes, but the "commercial information" does not originate in, nor belong to ICANN. That belongs to the commercial interests of some stakeholders. I insist on this point, and would oppose the current wording.

Vidushi Marda 2: reposting, just for the benefit of discussion: https://twitter.com/VidushiMarda/status/656041061278609408

Philip Corwin: If commercial is to be omitted what term is to replace it?

Wale Bakare: The interest is about providing services but not-for-profit. The term commercial contextually may mean profit driven. My thought though.

Jean-Jacques Subrenat: @Alan, ICANN renting space does not amount to "ICANN's commercial interests". It's simply part of their necessity to function.

Jean-Jacques Subrenat: Yes, "the commercial interests of its stakeholders who have those interests".

Michael Karanicolas: Commercial interest of its stakeholders?

Jean-Jacques Subrenat: of SOME of its stakeholders. Alan can confirm, inter alia, that ALAC does not have commercial interests...

Michaëll Karanikolas: is this acceptable

Cheryl Langdon-Orr: "some" vs those who do.

Ricardo Holmquist: if you put some, and I understand ALAC does not have, it only causes controversy

Vidushi Marda 2: Can we have some time to think about wording? maybe on list?

Vidushi Marda 2: we might be benefitting some interests

David McAuley (RySG): Since this is about paragraph 11 I remain of view stated earlier regarding NDAs.

Michael Karanikolas: Can we ask for people to submit their suggestions in the next few days?

Philip Corwin: ICANN enters into enforceable legal agreements with contracted parties from which it derives tens of $millions in fees. How can that not be regarded as commercial arrangements in furtherance of its non-profit purposes?

Wale Bakare: "Some" carries maybe 70% of

Michael Karanikolas: Any other comments? Any comments on Board deliberations? (none).

David McAuley: My comments will include a number of questions about clarifications - eg we mention Human Rights in several places but this should not impact the work of that group or the Bylaws on this.
Michael Karanicolas: any other comments? (None) Adjourned.

Documents Presented


Chat Transcript

Yvette Guigneaux: Welcome all to the WS2 Transparency Meeting #6 | 15 December 2016 @ 19: 00 UTC!
Bernard Turcotte Staff Support: hello all
Ricardo Holmquist: good day everyone
David McAuley (RySG): Hi Yvette, I am 4154
David McAuley (RySG): hello all
Chris Wilson: I am 6514
Yvette Guigneaux: hi David - copy that
Julf Helsingius: Evening!
Jean-Jacques Subrenat: Hello All!
David McAuley (RySG): happy for intro
Yvette Guigneaux: scrolling available if needed
Yvette Guigneaux: hi Vidushi - good day - we're getting feedback form the line so you've been muted - if you need to speak
Vidushi Marda 2: sorry that was me!
Yvette Guigneaux: feel free to hit *6 (star 6) to unmute your phone
Yvette Guigneaux: no worries =)
Wale Bakare: Hi everyone. Good morning/afternoon/evening
Yvette Guigneaux: if you can see the chat - would the 202# and the 703# kindly identify for the record please?
Chris Wilson: i did earlier. I am 6514
Yvette Guigneaux: hi Chris - my apologies, that one got by me - thank you for identifying
Chris Wilson: no problem. thanks.
Philip Corwin: I am 703
avri doria: the IRP may be a little heavy, but we should not be crating yet another problem resolution venue
Yvette Guigneaux: hello - would the 310# kindly identify for the record?
avri doria: we need for the subgroup's Board liaison to attend
Yvette Guigneaux: hi Philip - copy that, thank you!
David McAuley (RySG): Thanks bernie, that is good news
David McAuley (RySG): Bernie, that is
Yvette Guigneaux: if you can see the chat - would 310-437-9616 kindly identify for the record?
Cheryl Langdon-Orr (CLO): wow hang on Team it's called building consensus not a deadline driven end game
David McAuley (RySG): what track are we on?
Cheryl Langdon-Orr (CLO): no contract penalties for slipping a deadline here we don't get revisions for updates easier if we hand homework in on time
Julf Helsingius: I assuem we are track 1
Alan Greenberg: SOrry for being late. DIdn't notice the time!
Bernard Turcotte Staff Support: short track
Cheryl Langdon-Orr (CLO): exactly Chris... volunteer human beings

David McAuley (RySG): Budgeting could be handles by adding "reasonableness" to be judged ultimately by Ombudsman

David McAuley (RySG): not now

Yvette Guigneaux: time check - 30 minute mark

David McAuley (RySG): Nice to get board perspective

David McAuley (RySG): what about cost

David McAuley (RySG): reasonable cost

Vidushi Marda 2: but perhaps defining reasonable becomes problematic?

Vidushi Marda 2: infographic we built after didp request: https://urldefense.proofpoint.com/v2/url?u=https-3A__twitter.com_VidushiMarda_status_656041061278609408&d=DgICaQ&c=FmY1u3PJp6wrcrlf3mSVzgkbbPS66sJms7xcH15cM&r=qjNMRR-fjgBx7qUCfUE8iZv0z99jMqyWnymcseccgCuuwDxFVsW6VBvqkQnS_%ik&m=EBarBIQkEd7F6cg5ikrUdsxls_hkV29hTBMdFHz0&s=IDQRcpHfA0MQ29Ce10ZnFhXG3QPoXH695Hf7k&e

Vidushi Marda 2: yes

Cheryl Langdon-Orr (CLO): that makes sense to me Michael we need to be careful re our specific mandate within WS2... other work later may of course but

Vidushi Marda 2: adding "providing reasons" or something similar?

Cheryl Langdon-Orr (CLO): .... but

Cheryl Langdon-Orr (CLO): should say build on our foundations

Vidushi Marda 2: my analysis so far shows that as the most often used clause, and my concern is that the new amendment wouldnt change much

Vidushi Marda 2: I will do so in the next week?

Vidushi Marda 2: sure

Jean-Jacques Subrenat: Important remark: ICANN per se does not have "commercial interests"; although some of its stakeholders do. I would avoid any expression tending to accredit the notion that ICANN is or should be a "commercial venture"

Yvette Guigneaux: time check - 15 minute mark

Jean-Jacques Subrenat: No, ICANN does not have "commercial interests".

Philip Corwin: ICANN is non-profit, but not non-commercial

Vidushi Marda 2: in order to define ICANN's commercial interests, we need to know where it gets we need to know where it gets its money from : )

Philip Corwin: A third of a $billion in new gTLD application fees sure looks commercial

Jean-Jacques Subrenat: Of SOME of its stakeholders. Alan can confirm, inter alia, that ALAC does not have commercial interests...

Vidushi Marda 2: Can we have some time to think about wording? maybe on list?

Vidushi Marda 2: we might be benefitting some interests

Michael Karanicolas: of course vidushi

Ricardo Holmquist: if you put some, and I understand ALAC does not have, it only causes controversy

David McAuley (RySG): Since this is about paragraph 11 I remain of view stated earlier regarding NDAs

Ricardo Holmquist: which one has to open the information, which not
David McAuley (RySG): I will try to do so within a week

Ricardo Holmquist: just put them all, if a stakeholder does not have commercial interest, doesn't have to open any information

Philip Corwin: ICANN enters into enforceable legal agreements with contracted parties from which it derives tens of $millions in fees. How can that not be regarded as commercial arrangements in furtherance of its non-profit purposes?

Wale Bakare: "Some" carries maybe 70% of stakeholders, more than 50%

Vidushi Marda 2: +1 Phil

Yvette Guigneaux: time check - 5 minute mark

Cheryl Langdon-Orr (CLO): thanks everyone

Vidushi Marda 2: bye all

Wale Bakare: Thank you, and bye

Julf Helsingius: Thank you everyone

David McAuley (RySG): Thanks all, good bye

Vidushi Marda 2: thanks!

Cheryl Langdon-Orr (CLO): Seasons Greetings, bye for now

Ricardo Holmquist: bye