

**ICANN**

**Moderator: Brenda Brewer  
April 27, 2016  
2:00 pm CT**

(Traine): This is the Implementation Oversight Task Force Call Number 7 on - what is it - what - April 27. And welcome everyone to the call. We have an agenda for you today consisting of a few items.

The first item is around the (Arthur Charter). The second item is around the IANA escalation mechanisms. And the third topic that we'd like to discuss with you is around the document review process and timeline. And then we'll have, you know, we'll leave a few minutes at the end for any other business.

So if there are no objections to this agenda or nothing else anyone wants to add, then we can go ahead and get started. Is there anything that anyone would like to add to the agenda today? All right, well good, let's get right to it then. Oh, wait, Alan, please go ahead.

Alan Greenberg: Thank you (Traine). It's all in here. I believe (Paul Cain) - it's this issue that we raised last time about (Annex E) and I think we wanted to talk about that perhaps under (AOB), okay?

(Traine): Okay, thank...

Alan Greenberg: (Annex E) (unintelligible), okay?

(Traine): Thank you, Alan. Yes, I think we'll touch upon it during the discussion around document review, process and timeline. But if not, then we can certainly bring it up under any other business. Thank you.

Alan Greenberg: Thank you.

(Traine): All right, so with that, let's move on to the (Arthur Charter). So we have circulated today (OTF) mail list, a revised (Arthur Charter) that Alan Greenberg had helped us with finalizing. And on today's call, what we'd like to do is ask to see if anyone has any issues, concerns that they would like to raise -- and if not, can we call this version "final?"

To highlight some of the changes that have been made -- primarily we went back and tried to use as much of the language from the proposal as we can in the Purpose and Scope of Responsibilities section. I believe we have also expanded the various mechanisms that the (Arthur) Committee can use for their meetings -- so we've added Internet-based tools as well -- as, you know, phone calls.

And so wanted to see if this group has had a chance to review it and whether or not they're in - there are any remaining concerns or issues with this version that we should discuss. Chuck, you have your hand up, please go.

Chuck Gomes: Thank you (Traine). I did review it and I do have three inputs for it, I think. On your composition, why do we have the parenthetical possibly as chair and then at the end say the committee will select its chair? It doesn't seem to me that that parenthetical is needed. What does it accomplish since you're going

to let the committee select the chair in a way that could be a board member or it could be somebody else. So my recommendation would be to delete the parenthetical there unless there's...

((Crosstalk))

Chuck Gomes: ...particular reason that's there.

(Traine): And thank you, Chuck. I think that the - I think the reference that's in the parenthesis is with reference to the fact that the ICANN board member could possibly be the ICANN board chair or somebody else, I think. So that is in direct reference to that particular ICANN board member.

But Alan has his hand up and maybe he can clarify.

Alan Greenberg: I vaguely recall -- and I don't have the document in front of me -- that we suggested it might be chaired by the representative of the board because it's going to have - see, you know, this whole group is there to make recommendations to the board.

So it - this may be one of those things that was taken out of the document. But Chuck is right -- it's extraneous given the fact that we said the chair is - the committee will select its own chair. So I would just delete the parenthetical.

(Traine): Thank you, Alan. I had a different reading of that, so thank you for the clarification and we'll take it as an action item to remove the text in the parenthesis under (Composition).

Chuck Gomes: This is Chuck again. Thanks, Alan, thanks (Traine). On Records of Proceedings, which is down a little bit further there, I think the first sentence

just needs to be fixed, I think. But that's not my main point. The committee shall operate openly and transparently -- maybe the "as" is unneeded, but...

Alan Greenberg: Yes.

Chuck Gomes: ...the more important thing, I think, is the second sentence. I would suggest adding minutes or other records of committee sessions shall be posted as soon as possible following approval of the committee. That's not - that's still not very specific, but at least it emphasizes the point that you want Minutes done (as quickly as possible) (unintelligible) that, you know, they don't drag on forever.

Somebody may want something more specific and I feel I would be okay with that, but that would be my suggestion. Fairly minor (mind-type) thing and I'll pause there before I go to my last point.

Alan Greenberg: It's Alan. I have no problem with adding that.

(Traine): (Trish), as well - we'll make a note to fix that as well. So we delete the extra "as" in the first paragraph -- that's not needed. And then add shall be posted as soon as possible to the second paragraph.

Alan Greenberg: Just on a humorous sideline. The "as" is there because there was an "as"...

(Traine): Yes.

Alan Greenberg: ...there was an "as possible" on the first line which we removed.

(Traine): Yes.

Chuck Gomes: Okay thanks again, Alan and (Traine). And then last of all, shouldn't we have in here that staff support would be provided by ICANN or that unnecessary at - in this (unintelligible) review?

Alan Greenberg: It's Alan -- I have an answer on that if you care. Since we have a board member on this group, of course there'll be staff support.

(Traine): Yes I think it's expected that staff will provide support as needed for this committee. Whether or not that should be specifically referenced in this charter or maybe in an operational-type of document, I don't have a view either way.

Chuck Gomes: That's fine, thanks. That's all I have. This is Chuck.

(Traine): Okay. Thank you, Chuck. Alan, is that a new hand or that...

Alan Greenberg: Yes.

(Traine): ...or that...

Alan Greenberg: Yes.

(Traine): ...an old?

Alan Greenberg: Yes it is. Matthew in the Chat said, "Shouldn't it read as appropriate?" Matthew, I assume you're talking about the first sentence that is it meets openly and transparently -- is that correct?

Matthew Harris: Alan, no, sorry I'm referring to the last sentence in the section under Meetings.

Alan Greenberg: Oh.

Matthew Harris: Meetings should take place telephonically -- as prudent face-to-face.

Alan Greenberg: I have no problem with replacing appropriate there if - I don't think anyone - I don't care.

Greg Shatan: Hi, it's Greg Shatan. I just joined the call. I'm - I've been waiting a couple of minutes to get into the Adobe Connect.

(Traine): Sorry about that, Greg, (unintelligible). There's some background noise there. All right, so we'll make that - we'll take a action item to make that change as well. Anything else on the (Arthur Charter)?

Okay, for the notes taker, the action item -- the last fix that we need to make is replace "as prudent" with "as appropriate" under the last paragraph of the Meetings section.

And then I think the first action item needs to be fixed. We are actually removing the entire reference -- everything including the parenthesis -- everything in and including the parenthesis.

Man 1: And wasn't there an - a change to the second line in the recordings of proceedings?

(Traine): Yes. So minutes or other records of the committee session shall be posted as soon as possible following approval by the committee.

Man 1: Yes. That's currently missing from the notes.

(Traine): Yes. Sorry, we can capture that as well. Terrific, thank you. All right, anything else? Okay, so then let's move on to the next slide please. And around the IANA escalation mechanism, we had a couple of questions for the group on the last call. And Chuck was kind enough to - turned around clarifications on those questions fairly quickly for us -- which we have captured here.

All of these clarifications make sense to us. We don't have any further questions, but just wanted to share this with the group here today -- and see if there is other questions or concerns -- or issues that you would like to raise on this? Otherwise, we will consider this item as closed as well.

Okay, there's - oh, (Paul) has his hand raised. (Paul), please go ahead.

(Paul): Sorry, thank you very much, (Traine). I appreciate the escalation mechanisms have been published for a while. Do we have any opportunity for thinking about them further? I agree with what Chuck is proposing, but I'm just wondering if, you know, we could possibly think about it for a further week and then close this off - issue off then.

I would just like to have a chance to consult with the community on this important issue.

(Traine): Chuck, please go ahead.

Chuck Gomes: Thanks, and thanks, (Paul), for the comment. I just want to clarify that my clarifications weren't really necessarily from me. They were what, I think, Design Team M intended. And I did cc them on it in case they had an input. So I didn't want to - people to think that it's just my thinking on this -- it really, I think, came out of Design Team M -- which was presented to the full

(CWG). That doesn't mean that we can't have more time if we need it, but I just wanted to clarify that. Thanks.

(Traine): Thank you, Chuck. And (Paul), if I could ask a follow-up question to what you just said. Do you have further things that you want to discuss as it relates to these - the - these two specific items?

Or is what you want to discuss more specific to the proposed Remedial Action Procedures, which is, I think, the issue or the concern -- or the topic if you would -- that you had raised on a previous call around the fact of why the Global Domains Division President isn't - is part of the escalation step. Because if that's the case, then the Remedial Action Procedures is not finalized yet.

It is something that the (CFC) will work with (PTI) on once the (CFC) is formed to finalize. So there would be opportunities for potentially changes to those procedures as part of that discussion.

(Paul): So just to be clear, I just think it would be helpful. I appreciate your trying to close off specific work items, but I just think it would be helpful if we could have a further week to review the escalation mechanisms to ensure that all members are happy with what is being proposed.

I - as I - just to reiterate, I'm happy with Chuck's clarification, but I just think it's such an important issue and thank you again, (Traine), for highlighting the relationship between, you know, the CEO and all of that. I just think it's important that our respective communities are comfortable with what is going to potentially be implemented Day 1 -- albeit reviewed by the (CFC) and worked on by the (CFC) later on.



(Traine): Thank you, (Paul). (Lisa)?

(Lisa): Thank you, (Traine). I understand your concern, but this is actually work in progress as I see it. It's not a deviation from the actual proposal that we have and I think this is a closure of some of the questions -- and those I don't believe are so important to have them looked at.

I think it's more important that we get some time when we have the actual implementation and fully - full document to have some time to review it -- and that's actually what we have later on. This is more the implementation of what's already been agreed. So I'm a little unsure about what it is you want to review because most of this has been kind of - by the community.

It's only some - it's a matter that we're not completely clear. Thank you.

(Paul): So just to be very clear -- and I'm not trying to be awkward -- I'm just wanting to make sure. And unfortunately, I don't know if my colleagues have had a chance to review it. I'm sure that they may have - I'm not sure - certain, but I'm just wanting to make sure that what we have said in our proposal is accurately captured within the escalation mechanism as being drafted.

And I was just advocating a little more time. If I may be advised that everything is being appropriately captured, then I'm relaxed. I'm just worried we're racing towards something that is so important not to try and get it to closure. Which I'm reading Avri and I thank you, Avri -- it makes sense to wait for a further week just to make sure we - everyone is sure that this matter has been appropriately captured.

(Traine): This is (Traine). Thank you for that everyone. From a timing perspective, there is no issues, you know, from our side -- from the implementation side,

you know, to provide an additional week for review of these responses. You know, there's - certainly there's no objections or concerns from us from a timing perspective.

(Lisa), you have your hand up.

(Lisa): Yes, that's a new hand. I was just wondering if we should visit this on the next call because that's not a full week or if you want to wait a full week because we have a call planned on Monday, right?

(Traine): Yes, clearly we do have a call planned for next Monday and Wednesday. You know, I guess it will be after the item - the third item for discussion and we can determine whether...

(Lisa): Yes.

(Traine): ...or not we want to keep both calls next week -- or if we want to, you know, cancel one of the calls. But currently you're right, (Lisa), there are two calls scheduled next week.

(Lisa): Well, I'm fine with that.

(Traine): Okay. All right, so we'll leave this item as open and provide everyone a little bit more time. Yes, so I think by next Wednesday's call we can try to close this off.

All right, terrific. Seeing no more hands, let's move on to the next item please. Do we have the slides -- the two slides that you can - okay? So I can't remember if it was on the last call -- there were a couple of calls ago.

We raised the topic for discussion around what process should we use to review all of the (PTI)-related documents, you know, with the (IOTS) and, you know, potentially with (SITILY) as well.

And I think there was a previous - I don't know, action item that implementation - the ICANN Implementation Team sent you the (CWG) Client Committee -- the Process Flow Diagram that we had previously shared with this group -- so that the Client Committee can ask (SITILY) to review that Process Diagram and provide input as to where they think their involvement would be most effective.

And so we're - we sent that diagram to the Client Committee, but I'm not sure that we have any input back from (SITILY) yet. What I'd like to share with this group today is sort of a proposed process. So maybe we can take some time to go through each one of these slides -- and I apologize that it wasn't sent out, you know, to - with more advanced notice to this call.

But, you know, certainly we don't have to finalize any of this today. So the first thing that we should look at is the (PTI) Formation Document. And these would include the (PTI) Bylaws, Articles of Incorporation and Conflict of Interest Policy.

As you recall, the (unintelligible) for these items were reviewed with this group on Calls Number 4 and Number 5. And we did not receive any objections to these term sheets. So ICANN is certainly drafting, you know, the proposed (PTI) Bylaws and Articles of Incorporation to these term sheets, which can be ready to be shared next week.

And then from a timing perspective, we were planning on having the entire month of May, you know, for that review process. And we need to figure out

what that review process is, but the entire month of May set aside for the review process.

And then the (topic) comment period during the month of June -- so that after that we can start the (PTI) incorporation process in early July -- which is what we had previously communicated to the (CWUG). So from a timing perspective, it does at a high level -- that's what we are anticipating.

From a process perspective, we have written down here a proposed process for your consideration. And the process goes something along the lines of, you know, once ICANN has a draft of these documents, we would work with (SITILY), you know, review these documents for adherence to the (PTI) requirements and to the ICANN Draft Bylaw.

If any item that's been - that's raised, you know, outside of the proposals in the ICANN Draft Bylaws, they won't be included in the initial draft -- but rather they'll be flagged for further discussion. And then as part of that review process, if any questions from the legal teams arise, they will be raised to the (IOTS).

And the (IOTS), you know, provide the responses back to the legal teams, you know, consulting with the relevant parties just to see their (UG) as appropriate in providing the responses. And then I would envision that the next draft of the document would be done based on the feedback and the responses to the questions.

And then that draft would then be sent to the entire (CWG) for review and feedback. And any feedback from the (CWG) will be discussed with the (IOTS) and then incorporated into the draft as appropriate. And then the final draft will be posted for a 30-day public comment period.

And all of this -- this entire process, you know, is envisioned to translate within the month of May so that the public comment period can occur during the month of June.

So at this point, that's sort of an overview of the timing, as well as the proposed process. And so I'll stop there and get - open it up for comments and feedback. (Lisa), please go ahead.

(Lisa): Oh, thank - yes, thank you (Traine). I have a question because we discussed - I think it was at the prior call that the - it was (SITILY) should have the term sheet as soon as possible. And we discussed later that they were not ready or they've reviewed them already, but ICANN legal would send something to (SITILY) as soon as possible.

Has anything been sent to (SITILY) what's the status on this? Or have they only seen the actual process?

(Traine): Thank you, (Lisa), I'm not aware - I'm not sure what's been sent to (SITILY) if anything. Our action item that we captured from the last call -- from the ICANN Implementation Team -- was to forward the process document to the Client Committee so that the Client Committee can forward it on to (SITILY) and post the question.

So the only thing that we forwarded on to the Client Committee is actually the process document itself. I thought the question - or the topic around whether or not to share the term sheets with (SITILY) was something that was going to be raised by the Client Committee to (SITILY). I don't think we captured that as an action item from the last call.

(Lisa): Okay, but - well, from our point of view, I understood that we would get something from you in order to send on to (SITILY).

(Traine): Okay.

((Crosstalk))

(Traine): Yes, I think that maybe we - if that was a specific request, I think we may not have captured that because the only thing that we have provided to the Client Committee to send on to (SITILY) is the process document and not the term sheet. So if that's a specific request to forward the term sheets to (SITILY), we can certainly provide them.

(Lisa): It's actually - sorry to intervene again, but it's actually to prepare (SITILY) as much as possible to be ready to work with you in order to finalize the bylaws and the Articles of Incorporation and etcetera. So as much as possible that we can prepare (SITILY) with, is really helpful. Thank you.

(Traine): Sure. So we'll capture it as an action item to forward to the Client Committee - the term sheets for the (PTI) Formation Document so that it can be shared with (SITILY).

(Lisa): That - yes and I see that (Grace) is actually saying that the document was forwarded to the Client Committee. But I don't, (Grace), if that document of the process or, you know, the term sheet. Okay, I see it's in (process)...

((Crosstalk))

(Traine): (Right).

(Lisa): I'll stop now. Thank you.

(Traine): Okay, thank you, (Lisa). And we'll capture that item so we'll make sure to do that after the call. (Alesa), you have your hand up -- please go ahead.

(Alesa): Thanks, it's about the question and a comment. The question is in the process slide, there's a two-week operational community review. I'm wondering if that is meant to be (assumed) by the bullet here that says, "The draft document will be sent to the (CWG) for review and feedback." Or if there's some other place in this where the two-week (OC) review will occur?

(Traine): Thank you, (Alesa). So yes, I think that's right. I think that's - that two-week and that - I think Process Box Number 4 could map to the bullet point that says "The draft document will be sent to the (CWG) for review and feedback." Which essentially would mean that the first three bullets would have to be completed within two weeks -- if we only have the month of May to work with.

(Alesa): Okay, so I think it's important to, you know, flag that explicitly that it's a two-week review process and also that it - like include all of the operational communities and not just the (CWG). And then my comment is I also think it's probably important that the - these documents not go out for public comment until the ICANN Bylaws are approved. So that might just be worth noting here if people agree.

But I think it doesn't make a lot sense if the ICANN Bylaws aren't finished or to ask people to start commenting on the (PTI) Bylaws when one of the questions will be whether those two things are consistent with each other.

(Traine): Thank you (Alesa). Yes, absolutely and that's primarily the reason why we actually moved the timeline of these (PTI) Formation Documents back. We originally were hoping to get these out for public comments much earlier than that, but recognizing that a lot of the things that are going to be in the (PTI) Bylaws will be based off of the ICANN Bylaws -- we moved it back and - to June to ensure that the ICANN Bylaws are adopted before these documents go out for public comment.

So -- fully agree with you on that. With regards to your other - your first comment around operational community's review. Since (PTI) is a name's requirement -- obviously we feel it very - that it is very important for the (CWG) to be provided the opportunity for review and feedback on something that directly impacts them.

Certainly, you know, all of these documents will be shared with the (IOTS). And I know (Russ) is on the call and I'm not sure if (Oscar) is on the call. But he's part of the (IOTS) and certainly (Russ) and (Oscar) could -- at any point in time -- share any of the information and documents with their respective communities as well.

So certainly I think community, you know, the community will have visibility into all of these. (Lisa), is that an old hand or did you have something else? Thank you. I thought I saw another question in the Chat from Matthew.

"Shouldn't (unintelligible) review the full draft before it goes to the (CWG)?" And I think Chuck responded that, "it seems to me that the full draft can be reviewed by the (IOTS) at the same time that (SITILY) is reviewing them."

I tend to agree with Chuck, given the tight timeframe that we're working with. It's going to be very challenging to build in additional review steps. But and



Matthew's typing - Matthew, do you have any specific concerns or issues around that? I think certainly the full draft will be shared with the (IOTS) as soon as it's ready -- so potentially at the same time that (SITILY) is - has the documents to review -- that the (IOTS) will also have visibility into that.

Although I would assume that - okay, terrific. So there seems to be agreement on that the (IOTS) can be review the full documents at the same time that (SITILY) is doing its review.

Any other thoughts or feedback on the proposed process or timeline? (Lisa), you have your hand up, please go ahead.

(Lisa): No - yes, I just don't seem to - it doesn't seem that the remarks that (Alesa) made regarding - well, the public comment period is captured in the notes. So I'm a little uncertain because I didn't completely understand, but was it that when we have the draft document to be sent for the (CWG) -- is that the two-year - the two-week period where it's also going to the (OC) -- was that a yes or a no to that question?

(Traine): So (Lisa), thank you for your question. So yes, as I mentioned -- during the two weeks that the (CWG) has to review the document -- obviously as I mentioned, you know, the documents could also be shared with the other operational communities.

You know, the one thing that I wanted to emphasize is that the (CWG) feedback on these documents is extremely important because this is something that directly impacts them. So we absolutely need the (CWG) review and feedback on this.

And then for the other operational communities, you know, (Russ) and/or, you know, (Oscar), I think, we'll rely on them to make the determination if that's the time that they want to provide their operational communities to review and provide any feedback on the document as well.

(Lisa): Okay, thank you.

(Traine): Thank you, (Lisa). All right, so I don't see any other comments or hands up. Let's move on to the next slide please, thank you. So this slide is around the ICANN (PTI) Contract. And to give everyone sort of an overview on what we're doing for this -- ICANN is drafting this contract based on the term sheet provided in (Annex S).

So unlike, you know, other items where we have shared with you the term sheet and then drafted the term sheets -- since there is already a term sheet provided in (Annex S) of the (CWG) Proposal -- we're actually undertaking the drafting process to that (annex).

And the contract essentially would be drafted to meet the requirements of the (CWG) with the ability for ICANN to subcontract the performance of the numbers and protocol parameters' services to (PTI). But the contract itself will be the contract, you know, for the naming function.

In addition to (Annex S), we are also looking at (Annex E) which contains all of the IANA contract provisions that the (CWG) says should be carried over to the ICANN (PTI) Contract. So whichever provisions there are in (Annex E) that are not already captured in (Annex X) -- or (Annex S) -- we are also making sure that the contract captured those provisions as well.

Also, as you know, there are references to the ICANN (PTI) Contract in a few places within the ICANN Draft Bylaws. So we want to also make sure that whatever references that are made in the ICANN Draft Bylaws are referenced appropriately in the ICANN (PTI) Contract.

And then lastly, (Annex C) which contains the principles and criteria that should underpin decisions on the transition of NTIA's stewardship for name's functions -- I know (Paul) had highlighted Section 7 and 8 of this annex specifically for consideration on where it should be incorporated.

And instead of just looking at Section 7 and 8, we're actually going to look at all of the sections in that annex because we feel that there are probably relevant information in the - in all of this annex that could be considered to be contained within the ICANN (PTI) Contract as well.

From a timing perspective, we anticipate that the contract and an updated term sheet would be ready by, you know, sort of towards the end of May. And that we would have the last part of May and all of June for the review process. And then comment -- public comment period would occur during the month of July.

We also have down here for you a proposed process which goes something like - somewhat similar to the process that was articulated on the last slide. Which is once these contracts are drafted, they will be shared with the (IOTS) and (SITILY) legal team for review. And we would probably - probably be most efficient if ICANN then would hold a call with (SITILY) and the (IOTS) to discuss and resolve any issues that are flagged as part of that review process.

And then we would iterate on that until we have a draft that can then be shared with the (CWG) for review and feedback. And then any feedback from the (CWG) will be discussed with the (IOTS) and incorporated as appropriate. It's envisioned that obviously there will be subcontracting provisions within this ICANN (PTI) Contract. And any such provisions would be reviewed with the (NRONIETS).

And then obviously the final draft will be posted for a 30-day public comment period. So I'll stop there -- I see there's quite a few hands in the Adobe Connect room, so let me go to (James Gannon). (James), please go ahead.

(James Gannon): Thank you very much. Just state that's it's only a minor point on the additional input sources. And (Annex M) also has some requirements that may need to be evaluated in order to replace in the current NTIA Agreement, (Close C73). So just make sure that that's also recorded there. I assume it will be in the work, but I'd just like to see it on the list of the input sources as well.

(Traine): Thank you (James) for flagging that. Let's add it as an action item to - at (Annex M) to the list of additional input sources. Thank you. (Russ), please go ahead. (Russ)? You may be on Mute - or no -- I don't see (Russ's) hand up...

(Russ): So that sounds like we will do a - the protocol parameters in the addressing function -- is that what you meant or did you mean three independent subcontracts?

(Traine): Hi (Russ), I'm sorry, we missed the beginning part of your question. Could you please...

(Russ): Hello?

(Traine): ...repeat that? Can you hear us?

(Russ): Sure. So you said that there would be a - I hear you fine. Can you hear - I'll take it into the Chat room.

(Traine): We can hear you now, (Russ).

(Russ): You said that there would be a base contract to handle the naming functions. And that there would be options under that contract for numbers and protocol parameters. That structure causes some concern if the community separates (renaming), then the other two must follow.

(Traine): Thank you, (Russ). Yes, actually that's one of the things that we - we're fully aware of and are paying very special attention to in how we structure and write the contract. So at this point in time, I can't tell you how the contract is going to be structured exactly as it relates to the subcontracting provisions. I don't know if there are going to be three separate (SOWs) -- one for each of the IANA functions.

Or I don't - or it could be that, you know, the ICAN (PTI) Contract we just referenced, you know, the (IRSOA) document and the (IETFMOU) and Supplementary Agreement -- I'm not sure how it's going to be structured yet. And our legal team is looking into that on how, you know, basically the best way to structure this contract so that in the event of separation -- that there would be no issues.

So (Russ) is typing in the Chat room. Maybe we can move on to Alan while (Russ) is typing. Alan, please go ahead.

Alan Greenberg: Thank you (Traine). I just wanted to go back to your reference to the (Annex E) -- Principles and Criteria on the slide there. Certainly, let me say, I welcome your suggestion that you're going to look at the whole of the annex and not just Section 7 and 8 as has been suggested. So certainly I think that's quite appropriate.

It's really the point is you're presuming that this will be going in the ICANN (PTI) Contract -- and I don't think we've made that decision. I think we'd want to - well, if possible I'd like this to be reflected in the ICANN Bylaws. But if - which it may be a little late for that, but if that's not possible -- certainly I'd like to see this is the (PTI) Bylaws and - because I think that's a lot more permanent than in the contract itself. Thanks.

(Traine): Thank you, Alan. I think we - this is actually based on our initial assessment which we feel that it's the level of detail that probably would not be appropriate for the (PTI) bylaws.

And so from our initial assessment, we - we're thinking that it would reside in the ICANN (PTI) Contract -- but certainly that is not a final decision. And as the - as we share with you the (PTI) bylaws, certainly that could come - this topic or decision could come up within the context of that discussion as well.

So I wouldn't necessarily say that that is a foregone conclusion, but that particular topic will be in the ICANN (PTI) Contract -- it's just part of our initial assessment.

(Paul), please go ahead.

(Paul): Sorry, thank you (Traine). And I would - just to echo what Alan - and support what Alan has just said -- and also what (Russ) has just said. With respect to

the (PTI) bylaws or contract -- within the ICANN Contract, there is already language that distinguishes (CCs) from the gTLD community.

Within the NTIA relationship with ICANN, (C8.2) and (8.3) make it very clear that there should be a cast iron security with respect to effectively what is (C7) and (8).

And so I would not feel comfortable if the terms were included in the contract -- certainly because contract between two parties may be changed. Whereas these are so fundamental to the stability and operational integrity of how (CCs) function -- that they need to be enshrined within the bylaws of IANA functions' operator.

So I would very much welcome them being in the bylaws rather than in a weak contract. Thank you.

(Traine): Thanks, (Paul). I believe -- and we can go back and pull the exact language from the ICANN Draft Bylaws. But I believe that the ICANN (PTI) Contract cannot go through changes without having gone through a community public comment or some sort a community process very similar to what's required of the ICANN (P) - sorry, of the (PTI) bylaws.

So - but the - let's - let us take an action item to again -- pull the language from the ICANN Draft Bylaws as it relates to the ICANN (PTI) Contract and Amendments thereof -- and circulate to the (IOTS) mail list.

Greg, please go ahead.

Greg Shatan: Thanks, Greg Shatan. Just following up briefly on what (Russ) has said. I don't think that one contract versus three, you know, is an issue. It should be

made, you know, clear that it's - and there should be a process for, you know, one of the three -- or two of the three -- to terminate their relationship under the contract and leave the contract standing for the other one -- or two.

I've done things like that any number of times, you know, dealt with partial terminations when they have multi-party agreements. Has, you know, some, you know, consistency issues -- but then again, you know, doing three parallel contracts may not create an issue either.

So I think that - (unintelligible) these things don't matter too much as long as they're done right. It's how they're done and not the structure or containers that really influence things. So I'll look forward to seeing drafts. Thanks.

(Traine): Thank you, Greg. (Alesa), please go ahead.

(Alesa): Thanks. So a couple of comments on the discussion. One is that I think it would be useful (if new blood) said it would be useful to, you know, start reviewing the pieces that are done as they're ready. I think it would actually be useful to review the structure as soon as that's ready -- since it seems like there's, you know, some decisions that have made or will be made about it.

So I think that would probably be useful to do as soon as possible. I'm kind of surprised actually that there's one contract's proposed since there was a lot of discussion of multiple contracts in the proposal development phase. And I do think in a way the structure now could sentry matter quite a bit because there's a reference to the ICANN (PTI) Contract for naming functions in the bylaws - in the grandfathering clause.

And so it would have to be very clear what does that even mean if it's a contract for naming functions. Does it also include the subcontracting



provisions or not? And if they were separate contracts, then it would be clear what it applies to. So I think, you know, getting agreement on the structure in the first instance is very important.

I also think that again -- in the proposed process it's not really just that, you know, the - if people think that the only thing that the (NRO) and the IATF care about is the subcontracting provision, then that's the only thing they're allowed to comment on.

I would again like to see that there's a two-week period for all of the operational communities at the same time to review the document and provide their feedback on whatever aspects they think are relevant to them. And not have someone else decide what they're allowed to comment on -- or have the review period be out of sync and it just doesn't make a lot of sense to me.

So I would suggest that we, kind of, stick to the process that we outlined in terms of the two-week operational community review. Thanks.

(Traine): Thank you, (Alesa). (Lisa), please go ahead.

(Lisa): Thank you, (Traine). I would say I agree with what's been said regarding to review the structure as soon as possible for both the (PTI) Contract and the (PTI) Bylaws. I think the sooner the better to get the full picture of where the different parts are in how it's going to be structured.

When that's said, is - I know the concern from what (Paul) and Alan is raising it out of that there are some very important principles in (Annex C) that needs to be incorporated in either (PTI) Bylaws or the (PTI) Contract. But the important part is that these are very, very difficult to change, so you would have parts where you - this is - it's a principle.

It needs to go - in my opinion, it should go both in the bylaws and in the contract. And both need to be somewhat difficult to change because it is key to a lot of - to the actual fundament of (PTI) -- the principles that are in (Annex C).

So if we can see how you think and how you want to structure this -- as soon as possible -- it would maybe take some of the entirety of not having this incorporated well enough away. Thank you.

(Trainee): Thank you, (Lisa). So let me take that back and have some internal discussions and see what we can do in terms of, you know, I don't know that sharing bits and pieces of the contract make sense. Just because I think having worked on a few contracts from a business perspective is -- they all have to hang together and you can't just read, you know, one part of it not knowing what the rest of the contract says.

So I don't know that it would make sense to do that. But, you know, maybe there's another - something else that we could do, you know, to share with you before the entire draft is ready. So let me take that back internally and see what we can do.

I'm reading some - through some of the comments in the Chat room here and see if there's any other questions that we should address. Yes, I think most of the comments are just around being able to see something around the structure or how it's - what would reside within the contract versus the bylaws.

So as I said -- we'll take that back and then see what we can do.

Woman 1: Yes, (unintelligible).

(Traine): All right, anything else on this? All right, anything else for (AOB)? No? Nothing? All right, well then we will go ahead and close today's call then and give everyone five minutes back. Thank you so much for your time and participation today -- and we'll follow up via the email list on some of these action items. Thank you everyone.

Woman 2: Thank you, bye.

(Traine): Bye-bye. Please stop the recording.

Man 2: Thanks all, bye-bye.

Man 3: (Unintelligible).

END