

**ICANN Transcription
GNSO Temp Spec gTLD RD EPDP call
Tuesday 14 August 2018 at 1300 UTC**

Note: Although the transcription is largely accurate, in some cases it is incomplete or inaccurate due to inaudible passages or transcription errors. It is posted as an aid to understanding the proceedings at the meeting, but should not be treated as an authoritative record. The audio is also available at:

<https://audio.icann.org/gnso/gnso-epdp-gtld-registration-data-specs-14aug18-en.mp3>

AC Recording: <https://participate.icann.org/p62crjhwq48/>

Attendance is on the wiki page: <https://community.icann.org/x/oQtpBQ>

The recordings and transcriptions of the calls are posted on the GNSO Master Calendar page:

<https://gnso.icann.org/en/group-activities/calendar>

Terri Agnew: Good morning, good afternoon and good evening and welcome to the fourth GNSO EPDP Team Meeting on Tuesday the 14th of August 2018 at 13:00 UTC for two hours.

In the interest of time there will be no roll call. Attendance will be taken by the Adobe Connect room. If you are only on the audio bridge, could you please let yourselves be known now? Hearing no one. We have listed apologies from Ben Butler from SSAC and Georgios Tselentis from GAC.

They have formally assigned (Brad Rasmussen) or (Angela Reen-Kalen) as your alternates for this call and for the remaining days of their absence.

During the period, the members will have read-only rights and no access to the conference calls. Their alternates will have posting rights and access to conference calls until the member return date. As a reminder, the alternate

assignment must be formalized by the way of the Google assignment forms. The link is available in the agenda pod.

Statements of interest must be kept up to date. If anyone has any updates to share, please raise your hand or speak now. Seeing or hearing no one. If you do need assistance updating your statement of interest, please email the GNSO secretariat. All documentation and information can be found on the EPDP wiki space. There's an audio-cast for non-members to follow the call so please remember to state your name before speaking. Recordings will be circulated on the mailing list and posted on the public wiki space shortly after the end of the call.

Thank you very much and I'll turn it back over to our chair, Kurt Pritz. Please begin.

Kurt Pritz: Thanks very much and hello everybody and thanks for being here for a timely start. I hope everybody has grabbed your copy of the temporary specification in one hand and the spreadsheet with our comments and comment summaries on top as well as this.

So here's the agenda and let's just touch on a couple things before we get into the substance of the meeting. So first, the face-to-face meeting is scheduled to be held in Los Angeles, California and it will occur on Monday September 24 through Wednesday September 26. We planned for a full three days.

If we finish ahead of time, we can all go to Disneyland or something like that. So. But I think by that time we'll be hitting the crux or the most critical issues, so I think since almost all of us will be traveling, it's time to make best use of that time and so I'm indulging in asking that everybody attend for a three-day meeting. So that's all I have about the face-to-face meeting.

I know that there - I hope I'm speaking clearly, Kavouss. And do you have a comment about this? Go ahead, Kavouss.

Kavouss Arasteh: Yes. Good morning, good afternoon, good evening, all distinguished colleagues. I hesitate to comment in this very technical and professional meeting on visa entry policy of certain countries in imposing a general ban on the nationals of certain specific countries preventing the to appear in that country.

My comment are just to ICANN the organization. In holding a meeting of ICANN or a meeting of its constituency or stakeholder group in such a country which prevent attendance in face-to-face meetings being scheduled in that country. This is not the first time that such inattentive decision is made by ICANN the organization in organizing a meeting in a country in which such policy applies.

Nationals of those countries on which the general ban was applied could not attend ICANN 61 in Puerto Rico for the same reason, as the venue was in a country or geographic territory to which the jurisdiction of banning countries applies. The purpose of this statement is twofold. On the one hand, I strongly object for the intention of ICANN to organize or plan to hold a meeting face to face in a country which impose a general ban on granting entry visa to the nationals of specific countries for the second time in less than six months.

And on the other hand, to respectfully and seriously ask that ICANN the organization to avoid organizing any ICANN meeting or any face-to-face meeting in the future in any country or geographic territory which continue to oppose the above mentioned general ban on the nationals of certain specific countries. This is not in accordance with general purpose of the ICANN, which is internalized organizations or globalized organizations, non-discriminative demographic and open to everybody.

By this meeting in Los Angeles some people are prevented to attend the meeting, so ICANN should avoid that in the future and I draw the attention of the president and CEO of ICANN and any other involved persons to kindly take that into account in the future. Thank you very much.

Kurt Pritz: Thanks, Kavouss. That was well put and concise, so thank you very much for taking the time to think through that and present it.

ICANN, on the next topic, communications plan. So one of our requirements under the charter is to communicate fully early and often with the GNSO Council and the community and that'll be done through, you know, direct periodic communications, either newsletters or updates. But. The ICANN staff's put together a more comprehensive plan that will allow us to - that'll provide a roadmap to allow us to communicate in a variety of ways depending on the issues, the sense of urgency, and the audience.

So does anybody from the ICANN staff side want to take just a minute and describe where to find that and how it might be used? Marika?

Marika Konings: Yes. Thank you, Kurt. This is Marika. So, as Kurt noted, we've worked closely together with (Ariel), who I think many of you who is also responsible for GNSO communication in general, in developing a proposed communications plan that outlines a number of avenues that the group can use to communicate, you know, both milestones as well as opportunities for input.

So the proposal is that following this meeting, we'll share that with the list so you all have an opportunity to review that and provide input and/or further suggestions that you may have in the ways in which the group can ensure meeting the charter requirements when it comes to regular communications, both to the council as well as the broader community.

Kurt Pritz: Thanks, Marika. And I think we'll be relying on you guys to make sure we fulfill the requirements in the charter because, you know, my bent and I hope

our focus is like keeping our heads down and working. So thanks very much for paying attention to that.

We've - the third bullet item, we've had a request from the RYSG, the Registry Stakeholder Group, and also from the GAC and others have mentioned that those of you listening from home on your audio stream don't have full access to all the information and trying to address that.

So, Kristina, if you want to amplify your request, or anyone else who's commented about that, you're welcome to, but if you want defer, you know, we took - we've been talking about this for quite some time and took the comment on board very seriously. So we have a response of things we're working on. But, Kristina, do you want to mention something?

Kristina Rosette: Hi. Kristina Rosette for the transcript. No. I tried to be very succinct and to the point in my post to the list. The only thing that I would add, more from a process perspective, is that to the extent that there is consensus on this request, at least among the GNSO participants, I would like to ask - or I'd like to ask them that Rafik take the request back to the GNSO Council.

We - I think it really is important, particularly because alternates do on occasion, and in fact for the Registry Stakeholder Group starting tomorrow, do need to participate on behalf of a member that they have read-only access to complete information. Thank you.

Kurt Pritz: Yes. Thanks very much, Kristina. (Alex), I'm going to skip over you and go to Lauren Kapin because she also wrote but not to the full group. (Loreen)?

Lauren Kapin Thanks so much. And actually as of yesterday I couldn't write to the full group because I was still in an alternate status. However, I also just wanted to add, for those same reasons that Kristina mentioned, that the lack of real-time access really hobbles our ability to confer in real time with our colleagues who are primary members and also it's hard to follow sometimes where it isn't

clear what slide we're on and the whole thing is a little bit of a second class experience, if I may say.

That said, the other thing I wanted to add is I looked over the charter and I did not see an explicit reference to barring alternates from real-time access to the Adobe room. Rather, there's references to bar observers. But alternates are not observers. It's a separate status.

So I just wanted to add that to the extent that it makes things easier in terms of resolving this issue, there does not seem to be an explicit bar in the charter for alternates to have real-time access to the Adobe room, and I assume that alternates would respect the rules of the road regarding refraining from making comments either audibly or to the full group via a chat message.

That would be distinct I think from one-on-one messages, which I would argue should be allowed because often the whole purpose of allowing this is so that you can confer with your like-minded colleagues. Thanks so much for letting me speak.

Kurt Pritz: Sure, (Loreen). And, you know, I was sort of the mind you were on the charter but, as the US Supreme Court once said, it's in the penumbras. So, (Alex), Alan, (Emily), and Ayden. So this is a non-substantive topic that we're pretty ready to respond to so unless you're against the proposal, if you want to down your hands it'd be great. I'll count to three and then I'll call on (Alex).

(Alex): No, I support. That's all I wanted to say. Thanks.

Kurt Pritz: Great. Thanks. Alan?

Alan Greenberg: Thank you. I just wanted to make one note. I did - do support the proposal. A solution used in other parts of ICANN is to have a shadow Adobe Connect room so people can see what the visuals are. The downside of that is you cannot use it to confer. So just a thought. If that is a potential solution that

ICANN was going to propose in this case, it does have the negative that you can't confer and we should be able to weigh in on that if indeed that was the path people are going on. Thank you.

Kurt Pritz: Right. What do you mean by confer, Alan?

Alan Greenberg: You can't - they're on a different chat room so they can't use - in a different Adobe Connect so they can't use the chat.

Kurt Pritz: Right.

Alan Greenberg: They see what's on the main chat - on the main central screen so they can follow visuals but they can't use a common chat. I'm just noting that is the solution used by MSSl but it wouldn't address what was mentioned here for instance. Thank you.

Kurt Pritz: And, Alan, why don't you think it would address that? Because I think - well - so I think the solution we would have they would still not - alternates and observers would still not be able to contribute to the chat or speak in the meeting. So the idea is that they have full access to the material, which would be, you know, the deck or whatever document's up in front of you and the chat and the audio. So it would be full observing capability. So I'm not quite understanding - go ahead.

Alan Greenberg: If you're talking about allowing alternates into the same Adobe Connect room where you seen today but with restricted capabilities then forget my comment. It doesn't apply.

Kurt Pritz: Well - all right. So, well you'll come back later. Ayden, do you have anything contrary to say?

Ayden Férdeline: I do. Hi. This is Ayden Férdeline. I certainly appreciate that alternates wish to follow the call live. It's very important; I get that. But the intent behind having

alternates was to replace members who are unavailable and we do want to maintain the balance that has been devised in how this EPDP is constructed.

So I would be very concerned if we were to have additional participants in the Adobe room unless there is some technical way in which we can prevent alternates and others from being able to use the chat. If it is simply that they can see slide the deck and hear the audio, that would be fine of course but I can easily envision a situation in which we have additional participants commenting in the chat, perhaps in prefacing their message by noting that they're an observer, and I'm not sure that would be helpful for anyone.

But I do know that, as Alan noted, that for some other meetings, for instance when the board has public meetings, there is the ability to have two Adobe rooms, one for the board members and one for public observers. So perhaps if there was a way that we could have that, a separate Adobe room that others can access so that they can still see the visual material and they can still see - mirrors the notes in the agenda and they can hear the audio, I think that would be a good compromise. Thanks.

Kurt Pritz: Okay. With that discussion, I see Marika's got her hand up, and like I said we've been talking about this predating the comments and ICANN staff has been working on certain things. So could you go ahead, Marika?

Marika Konings: Yes. Thank you very much, Kurt. This is Marika. As Kurt noted, we've been discussing this internally as well as considering what the options are to, on the one hand, you know, satisfy the need of alternates to be able to follow where the group is on the slide as well as seeing what's in the chat while at the same time also, you know, respecting that the AC room as far as an alternate have a specific role as outlined in the charter.

So what we're currently working on and actually testing, I think you may see an unknown name under the participants, is a way to livestream the Adobe Connect room which we would then open up for alternates and observers so

they can real-time see what the group is looking at as well as see the chat without actually being in the AC room so we don't maybe have as well, you know, a long list of participants and it may be difficult to track, you know, who are members, who are alternates, you know, who have the rights to speak for the meeting and, you know, who doesn't.

So we're testing that for this meeting and we hope we'll be able to implement this already at the earliest on Thursday's meeting. So hopefully that will be a compromise between some of the views expressed on the call today and allow everyone to, you know, participate in a way that, you know, makes it real time while still respecting the differences (unintelligible) in the charter.

Kurt Pritz: Thanks, Marika. Alan, is that a new hand? No. (Loreen)?

Laureen Kapin Yes. And I appreciate that compromise and I absolutely think that will move the ball forward. However, I'm a bit puzzled as to the obstacles that are outlined in the last statement. It's very clear who's an alternate because right now I'm identified as GAC alternate so I don't think there would be confusion about who is an alternate. And it also seems to be based on, to echo Thomas Rickert's comments, a suspicion that the alternates are incapable or unwilling to follow the rules of the road here, which I think is - doesn't have any factual basis at this point in time.

And again, since the charter explicitly asks for the alternates to be keeping up with things and to be able to confer with the rest of their colleagues in order to do the work of the group, I reemphasize the need to collaborate via private chat in real time. If there came a time when this was being abused, I think it could be then reconsidered, but the basis of the concerns here really seem to stem from a distrust that the alternates are not going to follow the rules of the road and I think that is a bit infantilizing a view of the alternates.

I think everyone could act as grownups. And actually the whole motivation here is just so we can do the work efficiently and effectively and I would

advocate that real-time access to the chat room with the ability for private but not public chats is a necessary component of that. That said, I appreciate the spirit of compromise but I just wanted to point out the disadvantages to this proposed approach.

Kurt Pritz: Okay. Thanks, (Loreen). And so the two comments - well the one comment I'll make is, you know, what this enables us to do is allow all the observers to attend and using all of their senses also, the sights as well as sound. So it improves the - what we're communicating in our transparency in the meeting in that way.

And then - well I guess I'll go ahead and make the second point that, you know, just pragmatically every group on this call has their own private Skype or Slack or some other kind of chat going on that - where they can have group chats where we can't have that in Adobe Connect.

So we're going to implement - we're going to take your comments on board, we're going to report them to the council where I am told the ultimate authority for this thing lies, not in my pay grade, and launch the facility that's been developed for the Thursday meeting, unless there's some problem with it and see how that goes. So. But all the comments have been memorialized and they'll be duly reported as, you know, in some cases this solution is appreciated and in some cases it's deemed to fall a little short.

So I have one more point in the updates in the EPDP chair and that is the draft triage report. So I didn't -- sorry -- I didn't finish that in time for this meeting, and I say the word I because the ICANN staff support did a lot of work on it and I had some ideas about how to summarize the issues a little better than before. So I'll forward them today. And the plan is to have the draft triage report that Marc from the RYSG suggested we do today or tomorrow, so that's the update on that.

So if there are no questions, at 6:24 we'll get into the substance. Is that okay with everyone? Any questions or comments? Great. So this is the thing that we're not going to call the scorecard but rather it's a summary of the survey responses to the questions of the temporary specification that we're going to review today.

You know, frankly in some cases I'm surprised by the red because in a lot of cases these are just incorporations of appendices where we're not debating the substance of the appendices, we're just talking about whether the appendices should be incorporated into the main agreement or not. So I know there's some underlying reasoning here but I think some of this we might be able to get through fairly quickly.

So the first sections I wanted to discuss, or we want to discuss today are in section five, which are requirements applicable to registry operators and registrars. And the first sections have to do with the publication of data that they registry operator and registrar must comply with the requirements in Appendix A that certain SLAs be incorporated into this agreement by a certain date, that escrow be accomplished in accordance with section - Appendix B, I'm sorry, that data processing be required in Appendix C, that international data be accompanied by the right sort of agreements that makes that international about a transfer GDPR compliant actually has some experience in that, that URS be maintained through certain machinations and that ICANN contractual compliance receives some data.

So with regard to these, you know, in 5.1 and 5.2, there were - there are a lot of noes about, you know, paragraph 5.1 but they're mostly appointed to the appendix and not this. So. And we're going to discuss that appendix in depth. So I don't know if we need to really register displeasure with this section based on that. In 5.2, you know, the rubs there were, one, there was a required date in there that this be closed out by the end of last month, and obviously it hasn't. So that hasn't been changed.

And then in the next sections, you know, most groups support these clauses, but like I said, there's disagreement as to the content of the appendices and especially the one with regard to international data. You know, there was a discussion about whether the wording adequately addressing all the possible combinations of countries involved in data transfer and, you know, that makes me think that 5.5 should either be more detailed or a lot less detail and just say, you know, when doing international data transfers you have to comply with GDPR.

And in 5.7, which is the one about ICANN compliance, there were comments that ICANN really needs to define the purposes of each bit of data or each section data it gets for compliance so that, you know, the principles of minimization are met and that the purpose for the disclosure overcomes the right to privacy.

So with those, let's - yes, let's take the discussion from those who object to this. So Kristina and then Thomas Rickert.

Kristina Rosette: Sure. This is Kristina. My concern is really with the issue summary for 5.1. I think in the interest of avoiding any future uncertainty, I think the sentence that appears in the issue summary for 5.3, 5.4, and 5.5, mainly there's disagreement regarding the content of the appendices, should also be included in the issue summary for 5.1. Because to have it in one place and not the other suggests that there's disagreement in content for one section and not the other, and that's not accurate, at least based on my review of the responses.

Man: Kurt, are you...?

Kurt Pritz: There's a reason why Thomas Rickert is not speaking is because I called him while I was on mute. Hi, Thomas Rickert.

Thomas Rickert: Hi, Kurt. Hi everyone. Thomas Rickert speaking. My concern with 5.34 is that ICANN is not mentioned as a party here. (Unintelligible) discuss this elsewhere this is fine but that's the reason for the objection that I raised because (unintelligible) that of many others have concerned for data escrow. ICANN is controller and, you know, registrant (unintelligible) or registrar processes them with ICANN and we simply need to make that relationship (unintelligible) would include some refinements for ICANN to enter into the data processing agreements with the escrow agents for registries and registrars.

Kurt Pritz: Thanks, Thomas Rickert. You know, I read that comment this morning when I was going through that. So thanks for bringing that up. Alan?

Alan Greenberg: Thank you. The ALAC comment on, for instance, on 5.5 was not necessarily a comment but was more of a question which might result in our objection. The wording in the section says that you should use processes that are deemed adequate or if not use the processes described in chapter five. And it wasn't clear, both from that description and my reading of the GDPR, whether in all cases there were adequate processes available.

So the question is if there are things that cannot, you know, pairs of countries or organizations that cannot satisfy chapter five, it's not clear what the next fall back is, so I think it needs to be clear on that, either somewhat clarify that there are always processes that meet chapter five or identify what happens if they can't. Thank you.

Kurt Pritz: Thanks, Alan. I'm just taking a note. I shouldn't be doing that. Any more comments on this section? I'd be - I think those were well put and I'll go on to the next.

Okay. Section six is requirements applicable to registrars - sorry, registry operators only, which has to do with providing bulk registration, data access to ICANN, providing monthly reports, and a discussion on the RRA.

Particularly the registry constituency made a comment that 6.2 the registry monthly report should be removed and 6.3 there were comments about the RRA being between two other parties, so it might not be the -- sorry, I'm trying to read the chat at the same time, I'm not good at this -- so with the registry/registrar agreements probably not suitable for this.

You know, I'd like to hear the reason -- I have an opinion on this -- so I'd like to hear the reasoning on these. So, Marc?

Marc Anderson: Hey, Kurt. This is Marc Anderson. Can you hear me okay?

Kurt Pritz: Yes, thank you.

Marc Anderson: Okay. Great. Sorry, this isn't a comment specifically on section six, I just have sort of a general question here. I want to - I'm not sure I understand exactly what we're accomplishing right now. So, you know, you've posted a high level summary of the comments received and we're running through these high level summaries.

You know, my sense is that, you know, we're not intending to get into a substantive debate on these topics right now but rather this is sort of an overview of the summaries, maybe with an eye towards the eventual drafting of the triage document. But I guess I just want to clarify, you know, what we're accomplishing right now, what our goals are for this section in the meeting. Thanks.

Kurt Pritz: Thanks, Thomas Rickert. For me, the original purpose of this exercise was to identify who agreed with, you know, at first consensus agreement around any sections of the temporary specification as written and if so, you know, parse those out and report them to the GNSO, and also to identify where there was an agreement what the issues were with those particular sections.

So the idea of the comment summaries is really to put in succinct fashion a summary of the germane comments made about each section. And so I see that - I see the comment summaries as a tool for driving the discussion in the next phase where we'll aim to hone or amend these sections of the temporary specification.

So the issue summary was sort of at the top of the page and that doesn't mean that we would ignore the individual comments that have already been made. That'll be part of that too. But what I plan to do is, with the help of the ICANN team, is again to take these issue summaries - very often when we have the next round of discussion try to really narrow down the focus of each discussion, so we want to use that now and as a tool to go forward. I hope that was helpful. And I'll pause for a second to see if Thomas Rickert (sic) wants to come back - if Marc wants to come back.

Marc Anderson: Thanks, Kurt. This is Marc. I guess that helps a little but let me ask, you know, sort of with an example here. So back on section 5.5, you know, one of the comments the registries had submitted was that the language used isn't very precise so I guess for lack of a better word here.

And for example in the wording of 5.5, you know, if you take a literal interpretation, it says, you know, the registrar, you know, must transfer personal data - you know, the way it's worded it makes it sound like, you know, it could be interpreted to mean registrars or registry operators must use standard contractual clauses or successor clauses. But that's only one of the mechanisms, you know, the possible mechanisms permitted under GDPR, and I don't think that's the intent of the language.

I think the intent of the language is that, you know, that's one of the mechanisms you can use, not that you must use that one. You know, so I guess, you know, with that as an example, is that the type of thing we should be raising here or is that the kind of, you know, or is that, you know, too much detail for this conversation here today?

Kurt Pritz: Yes. So I think that would be a good point to raise and - I think that would be a good point to raise. No, I think that's the right level. And we'll not debate then - in this case we would not debate whether GDPR allows that, you know, alternate forms of entering international data transfers are done in compliance with the GDPR. We would just note that's the issue so that we can capture it for later. And, you know, I think - and well anyway, I've said enough. Yes. Thanks a lot, Marc.

Kavouss?

Kavouss Arasteh: Yes. Just I want to draw your attention that although we tried our best to come up with a coordinated reply to each section or subsections but our reply have been or continue to be accompanied by some comments seeking clarification or proposing revisiting the language. I hope that that will be taken into account.

Otherwise we would have certain difficulty in the future to come up with a coordinated positive reply because we discussed our colleagues that don't worry if you have any comment or clarification or suggestion for improvement, please make it but still keep in mind that it's better we have more positive reply than any non-positive or no reply. Please can you can consider our comments. We have some comments on this part too. Thank you.

Kurt Pritz: Thanks, Kavouss. That's a good comment. I noted that in the GAC inputs to that and identified opportunities where, you know, a briefing from registrars or registries on mechanics might be helpful or others.

And I see the comment in the chat about I don't agree with narrowing down discussions, and I appreciate that comment. And what - when I say narrowing down discussions what I mean is not eliminating topics or discussion topics or issues but rather making the conversations with them as precise as possible, you know, identifying the issues as precisely as possible. So, you know,

rather than plop the one issue on the table, discussing a number of that. So it has to do more with precisions rather than not.

I really want to hear from the registries why they want to eliminate section 6.2 and the comment they made about 6.3. But then - Milton?

Milton Mueller: Yes. Thank you, Kurt. I am kind of picking up on the comments that Marc made in terms of what we're doing here. And I made a email to the list which called out some of the issues. So what you're doing here is you've been - several sections of a very complicated document, a document that cross-references appendices and other parts of the RAA, all kinds of things going on, and then you're putting three or four of these into a single section, sometimes five, then you're discovering that somebody objects to one part of that grouping and so you say we don't have consensus.

I'm wondering in these online discussions whether we can get more to the substantive issues and just simply tally up yeses and noes and get a better sense. For example, as I pointed out in my email, in terms of what data should be redacted, there really wasn't any disagreement. We had consensus on that and that should go into the triage report. But because it was grouped with a bunch of other things that people were quibbling about, it looked like we don't have consensus on that point.

So I'm concerned about - I'm happy that we're discussing these section by section and I think some of the substantive issues that are coming out but I'm a little bit concerned about the way the record of who supports what is being maintained because of the grouping. Do you understand my concern here?

Kurt Pritz: Yes. And, you know, I've noted in the triage report I've written so far that, you know, we have these, you know, the - this sort of recording is more section by section even though it's - some of them are grouped, but I've noted that, you know, where there's yeses the yeses are often accompanied by improvements or edits to the language and the nos are sometimes in

reference to a difference section. So the color is not indicative of the (unintelligible). Sorry, I had a brain freeze.

And the second thing I wanted to say - well I want to say two things. The second thing I want to say is I understand in this discussion that the grouping is somewhat awkward but somewhat necessitated by trying to move through the issues. And so it's sort of balancing and there's quite a bit of effort going into trying to limit the grouping into like-minded items.

And the third comment I want to make is that, you know, we have an obligation to do this triage report and I, you know, we could skip this part but I just didn't want to publish this triage report with pausing to get an understanding of the comments or where people were. And in fact, you know, with each meeting, we have improvements on this. So, you know, I don't disagree with any of your points but...

Milton Mueller: Well I'm just saying exactly what you are that we have to discuss the substantive here but we have to somehow sort out those things where there's actual agreement, particularly substantive things and sift through these sort of quibbling things where people are proposing language changes or maybe the registrars understand how this affects them contractually that we don't so we might change our position based on the discussion. I think it's very important to keep track of this.

Kurt Pritz: Right. And the comments I've kept track of and we've got get up - so to me we have to get through this section and memorialize the higher level comments on the report so we can make this initial report to the GNSO, but I also think this is helpful for, you know, so after these meetings we take a step back, look at all the comments, and then do a better job of setting up this discussion for the more detailed talk you're speaking of later on.

Stephanie?

Stephanie Perrin: Thank you. Stephanie Perrin for the record. Not to be a broken record, but I had pointed out that a full postmortem on the RDS would have been useful. We discovered through the RDS as we were doing doodle polls that admittedly were rather - I think to construct the doodle polls was worse in most cases than the construction of this particular exercise, but the same problems arise, reading too much into the responses when there are so many things bundled together.

In many of these cases, the terms haven't been properly defined. That issue has been raised in the chat by the ALAC reps. You can't say yes or no until you know what a definition of a term is. So quite frankly I think what we're demonstrating here is that we are - we're following the same path we did in the RDS, which didn't end well, and we're demonstrating, as we did in the first half hour of this exercise today, that there isn't a whole lot of trust here.

So by the time we're through this, we will be wondering well how fulsome our responses are going to have to be to cover all possible interpretations of what we're putting, and I don't think that's useful. I think we need to rather quickly get down to the nitty-gritty, define our terms, and start teasing these apart. I would also say one more thing, that we are starting with the temp spec, which is fine, it's a logical way to proceed, but we also need to get into just how good a job did the temp spec do of assessing the GDPR implications of all registration data policy at ICANN because they're also interlinked. Thank you.

Kurt Pritz: Thanks, Stephanie. And, you know, the idea of a postmortem on the other policy development is not a bad idea and I've - you know, I've thought about, you know, I haven't reached out to Chuck and I should but maybe for those who are interested we could do that outside of this.

Alan?

Alan Greenberg: Thank you. I'll try to be quick. In retrospect it's unfortunate that we didn't ask the question of do you agree in principle with this section and not merge

yeses and noes with but there's something that has to be changed to clarify it or because a date changed. Some people have said no because there was some wording changes. Other people you just said - had said yes and then put comments in, even though that's not what the instructions said.

So we're not going to do this over again at this point so I think we need to get through this as quickly as possible and get to the substance, because I don't think we're going to end up with as much clarity as we could have, you know, in another dimension if we had worded things a little bit differently. Thank you.

Kurt Pritz: Okay. And I think, you know, we have to - the substantive input is always more important than yes or noes in any event and that's what we'll focus on.

Kavouss?

Kavouss Arasteh: Yes. I understand that some people want that when we say yes provide rationale for that. I don't think so. Our reply to yes is in two categories, yes without any need for any clarification or any suggestions for improvement or other wording. The other yes is yes with some need for clarification or improvement.

However, when we come to no, we need to describe the rationale for no and in that case people could discuss what to do to remove the doubt of the people that such note becomes yes possibly. But I don't think that for yes we need a rationale. For yes it is absolute yes or yes with clarifications and suggestions for improvement or some change of the words. Thank you.

Kurt Pritz: Thank you, Kavouss. Benedict, how are you?

Benedict Addis: Hey. Hi, Kurt. A little bit of substantive input from me. I'm here representing SSAC but also run a registrar some of you may know. Now I run a registrar but I don't actually operate my registrar. Like many people I use a registrar

operator backend, Tucows. And it strikes me that it might be a good idea to have these registrar operators or registrar backend contributing to this discussion because frankly they make policy.

So Tucows has imposed on me a GDPR, or rather in my opinion an over-compliance of GDPR, and they're, just to give an example, their implementation requires consent of the registrant for the data to be shared, their contact data be shared with the registry. That seems to me quite an extreme implementation and that's consent assured from my registrant without my consent or without my sort of explicit consent on a per-TLD basis.

So this is my operator reaching out to registrants and imposing their GDPR implementation on those people on a sort of blanket basis. I think it might be a good idea if we're going to talk about section six and what's shared between registries and registrars to at least invite or solicit some input from those organizations that are providing this.

Kurt Pritz: Yes. Thanks very much, Benedict Addis. Kristina?

Kristina Rosette: I can try and answer the questions you posed, unless there's somebody else who wants to speak on some of the other issues about the summaries generally.

Kurt Pritz: No, go ahead, please.

Kristina Rosette: Okay. All right. So for number 6 - section 6.2, the issues that the registry had is that the date is obviously in the past and that - and I know that Marc is much more involved on the RDAP work with ICANN so he can speak to more specifically where that work stands. But that basically the language that's in 6.2 is just not relevant. It's kind of been superseded by what's happened in practice.

With regard to 6.3, this is where we start to get into the issue of kind of the picket fence and what is within and beyond the scope of consensus policy. And, you know, our - the Registry Stakeholder Group view really is that this gets into an area that kind of goes beyond the picket fence. And for those of you who have not read it, I rather than try to read it all or get into a detailed explanation at this point I think it was really helpful if everyone would kind of take that for reading homework at least from the registry side. I'm sure that (Matt) and (Emily) can speak on the registrar side. But read Specification 1 to the Standard Registry Agreement -- the new GTLD registry agreement. And that kind for sets up the parameters of what Consensus Policy can cover. And it's our view that this goes beyond that. That's the very short explanation.

Kurt Pritz: And so, to me this is not a policy, per se, this is a specification and the ICANN board can pass emergency policies or temporary specifications. And the requirement for the Registry Registrar Agreement for example is in the Registry Agreement and so this amends that to say, your Registry Registrar Agreements have to be (GDPR) compliant essentially. So, I don't think this attempts to - you know, for certain, you know, dictates certain terms in the Registry Registrar Agreement it just calls attention to the fact that you've already got this requirement for Registry Registrar Agreement to be written under certain parameters in your agreement and this adds the GDPO requirement.

So, that's where my confusion is. Doesn't this sort of have to be a temporary specification that something that says, you know, the Registry Registrar Agreements must also be compliant with GDPR?

Kristina Rosette: Sorry, I was talking while still on Mute.

Kurt Pritz: That's alright.

Kristina Rosette: So, here is kind of the issue. This is where I think it gets really complicated, is that you know, are you looking at the language of the (ten spec) because that's (not an) issue...

Kurt Pritz: Yes.

Kristina Rosette: ...or are we looking at doing this exercise for purposes of what we as a policy development process working group thinks should be Consensus Policy? And on the understanding that we are looking at this from that later perspective, now we're focusing on the Consensus Policy that's where the registries are drawing the line.

Kurt Pritz: Okay. Benedict Addis? (Johan)? (James)?

(James): Thanks Kurt, (James) speaking and this is going back a few moments previously and also responding to some of the exchanges in the chat. So, I don't know how relevant this is to where we are currently so I'll just point out the registrars were anticipating the developments of the temporary specification. They are essentially bound by it as if it were Consensus Policy and therefore part of their forceable contract. And it's up to the registrars to determine how they enforce these requirements and pass along those compliance publications to their resellers and to their back in customers and any other business partners that they have that are not accredited directly with ICANN and are not directly responsible for complying with the temporary specs.

So, I just want to point that out because I think that opening this up to for lack of a better term, a lot of downstream parties that aren't directly involved in this contract I think confuses things and takes us down a number of rabbit holes that we should probably avoid in the interest of completing our work in a timely fashion. So, thanks.

Kurt Pritz: Thank you (James). (Margie)?

(Margie): Yes, this is (Margie). Regarding the comment of the scope of the picket fence. I'm having a hard time following where some of this falls outside of the Consensus Policies. I'm very familiar with those contracts and I think maybe the best way to approach it would be to be specific on what areas you think are outside of the picket fence and maybe we do this by email. It's not something we need to do on this call. And then we can, you know, share observations on why we think or don't think it's within the picket fence.

But I think it's dangerous to assume things are outside of the picket fence unless we've done that analysis and have really, you know, and if there is a disagreement about how the contracts read, let's, you know, ask ICANN staff about it but let's not make assumptions until we've at least explored what is considered to be outside the picket fence and whether that has a position that ICANN staff supports.

Kurt Pritz: Thanks (Margie). Thomas Rickert?

Thomas Rickert: Thanks Kurt. (Unintelligible) for that (unintelligible) stated in 19 but I guess one point is (unintelligible) with that the language of 6 -- what is it -- 6.3 exclusively on a (unintelligible) -- which we're provided by. For a processing registration data, ICANN registrar are lacking (unintelligible) controls and that would be (unintelligible) by the 26. So, I think this leadership (unintelligible) at some point whether the ICANN (unintelligible) should be taken and therefore (unintelligible) should probably highlight this as an overarching issue because (unintelligible) with each of the (unintelligible) to which ICANN is a contracted party.

Kurt Pritz: Thank you Thomas Rickert. Kristina did you mention 6.2 and why that should be illuminated or can somebody speak to that or did I just miss it?

Kristina Rosette: No, I did it was kind of superseded by events. And I saw that (Mark) had his hand so I don't know if he - I know that he's been working very closely on the (R-Daft) work so I don't know if he wants to speak to that more directly.

Kurt Pritz: (Mark) do you have a comment on that before I - go ahead (Mark) and then (Kavouss) I'll catch up with you right away.

(Mark): Sure thanks Kurt. This is (Mark Hanson) from Transcript. Yes, I think Kristina put it just fine. You know, it's sort of, you know, overcome by events. You know, if we're talking about, you know, the first of this discussion getting into, you know, what will be our policy recommendations, you know, bear in mind the ultimate, you know, output of this group is to make new policy recommendations. You know, this section 6.2 occurs in the past and you know, will (officially) be overcome by events and so...

Kurt Pritz: Oh, I see. Okay...

(Mark): And the (conversation) is, you know, does this apply to consensus, you know, our discretion of what our consensus recommendation should be. You know, not really doesn't. I mean, that's the point we're trying to make there.

Kurt Pritz: Great. Thanks, sorry. (Kavouss)?

(Kavouss): Yes, once again we have some comment on this. The first comment is that what is additional reporting requirements? Reporting requirements is one thing and additional reporting requirements is another thing in addition to what? So, this is and please one again I don't want to take up your time but please kindly read our clarifications and comments. Thank you.

Kurt Pritz: Thank you (Kavouss). (Christina) that's a good comment. That should be captured in the next round of issue summaries. I'm going to leave this behind and go onto the registrar requirements and you know, I read through the section 7.1.1 through 7.1.15 and I sort of, you know, I'm sympathetic to the

comments made that I would tend them being as overly prescriptive. In other words, are we sure this covers the field.

So, if a registrar were to complied with these 15 things and noticing to registrar name holders would that completely cover the field and comply with GDPR? Do business model require some and obviate the need of others? You know, everybody that's registrars and registry's and other have crafted their own notice to each registrar name holder and each customer and each person to whom we take data. We've (air crafted) our privacy notices and they are all somewhat different. It's a responsibility of each business owner and make sure their compliant with GDPR. So, I wonder if, you know, so I have sympathy for the idea that this does not you know, detailing it out this way may not be necessary or sufficient. So, I have sympathy with that.

Also, with the comment about - and I think it was probably (Thomas's) comment about not including ICANN's roles and you know, then some kind of highlighted the problem with this amount of detail is that you know, by providing this much detail it raises questions about the definition of certain terms. So, with that I'll open this up for comments. I said something right in the minds of some people. Are there any contrary views? (Alex)?

(Alex): Hi it's (Alex). It's not a contrary view I just wanted to kind of make the point that we made in our comments which is it's kind of up to us as a team to define what these specific purposes are and to the intended percipients should be. That's the detail that I think we need to agree to as a group. I think it would be unfortunate if it turned out that their depending on the registrar if the list of specific purposes and intended recipients were different. I think we need a single policy across all registry's and registrars in this regard. And it's our job as a team to define what those are. Thanks.

Kurt Pritz: Thanks (Alex). All right let's go onto - I'll pause for a second and then go onto sections 7.2 and 7.3. Where these things go onto the issue of consent and the opportunity to publish additional data or where consent is set up by

registrars. So, and then 7.3 and 7.4 are, you know, this is one of those unfortunate groupings, you know, but 7.3 and 7.4, really go to how we (unintelligible) by reference Appendices with I think we're going to discuss that later.

So, I think for me anyhow the issue of being able to accept consent to publication of data and how that's going to work and the timing with which that's done and how, you know, that might differ from business model to business model. You know, some business models may seek consent for specific purposes or specific markets then some. So, there could be -- well I'll probably (unintelligible) reading it anyway but -- you know, some of the commenters talk about the difficulty of gaining consent and the difficulty of multiple parties providing consent so if you have three different contacts, can one contact under GDPR provide the consent of others even if they're in the same company given where we've heard from the EDDPB and the operation of difficulties having to do with grant and consent on a field by field bases. So, there are comments too about, you know, putting in a time table around consensus. (James)?

(James): Hi Kurt this is (James), can you hear me okay?

Kurt Pritz: Sure perfectly.

(James): Oh okay, that goes for saying that my microphone was distorted last time. So, thanks (James) speaking and I think you summarized it correctly. I just want to point out that we have some (unintelligible) of the temporary specification found some use cases where registrars have, you know, if you want to call it opted-in to who is or opted-out of redaction or otherwise eventually giving us consent and specifically requested to publish their data in an RDS system.

I think some of the challenges as you noted is tracking that, sharing that consent with a registry -- which we haven't really found a clean way to do -- and then also as you note making the determination that the registrar on

contact has obtained consent from any other contact or for information for other entity it might be listed under other contacts and I think that's currently the subject of something that's working its way through the courts right now. So, I think you captured the summary correctly. Consent is very tricky and I think we are finding that there is a very narrow use case for it. And I think the key here is to ensure that it's not overly applied to, you know, as a panacea for things that we want to get ourselves out of. So, thanks for your summary.

Kurt Pritz: Yes. (Kavouss)?

(Kavouss): Yes, now I have a comment on 7.2.1 and it is mentioned that the application of a registrar to provide opportunity for the registrar name holder to provide its consent. It's conditioned to commercially reasonable. Who decide that it is commercially reasonable? Registrar decides that or who else? Thank you.

Kurt Pritz: Thanks (Kavouss) and I won't presume to speak for contracted parties and I have a thought on that but if anybody wants to respond to (Kavouss) I think that'd be good. (Emily)?

(Emily): I just wanted to add one more thing to (James's) comment which of course I support. It's the, you know, the generally concept of consent in GDPR as I know many on this call is that consent has to be as easily withdrawn as given and so that sort of highlights some of the different that (James's) is making it leading it to track the status of that consent. And it's probably not as reliable or you know, as sturdy of basis for any and actions relating to (unintelligible) data collection, publication and so on, as it would be for example a necessity or (unintelligible) interest.

So, I was just told to make that point. I think that many registrars will be implementing or have already implemented processes where registrants can positively opt-in to have their data published should they wish to do so. And many corporations of course nor have legal obligation go have their data in an accessible form and they might choose to do that through is and perhaps

just onto their Web site. So, I hope that just provides an additional clarification on that. Thank you.

Kurt Pritz: Thanks (Emily). I think it's an additional complication. So, I think to (Kavouss's) point, you know, it's for the where the contracted parties to determine if it's commercially reasonable but then you know, part of that enters into the negotiations then that ICANN has with contracted parties on you know, a variety of issues. So, I think that's where it plays in. I noted sort of a point of order but (Stephanie's) comment about do we have a summary of all of ICANN's communications with EDDPB and probably other entities. So, we should capture that and take an action to try to make a library of that if it doesn't exist and easy to access and consult library if that doesn't exist.

So, I think, you know, this topic of consent is a complex issue and despite my earlier speech about keeping the issues and narrow and simple, I think you know, consent sort of plays with, you know, how data is accessed and under that circumstance is disclosed and therefore the uses of disclosed data and you know, the role that consent would play in helping or hindering that. So, as we figure out how to have this discussion about consent we might have to consider other issues. (Kavouss) is that an old hand?

(Kavouss): Yes, it's a new hand. I am just asking with respect to what is being discussed. The concerns of the registrar name holder. If this consent it withdrawn what would happen to the information already provided? On one hand you say the information is kept for two years, on the other hand if the consent is withdrawn does it mean that all information would also be withdrawn immediately? Thank you.

Kurt Pritz: Yes, so I think you might - to me you (kind of said) a couple issues but that (consent) but once data is disclosed it's hard to undisclosed it, right. So, that's, you know, when contracted parties create consent it necessarily have to be careful about how it's implemented that way, I think. Another great complexification.

All right. So, let's move on. I don't know if we'd get this far so I don't know if I prepared this subject as well as I should have but let's go on to Appendix B which you can hear the wrestling of pages in the background. It talks about how to escrow requirements.

And so, in the first paragraph about data escrow requirements there's a thought that this should be -- there's an opinion -- that this should be struck because some data escrow under the Registrar Accreditation Agreement is different from who is data. So, this is sort of the same discussion we had about one of the uses of data or one of the reasons for data processing was to provide certain registrar protections and it turns out that it might not be (Germain) so. This is the same sort of issue.

And then you know, as far as international transfers, you know, (unintelligible) can be joined between this and the other topics and Chapter 5. And also, that - so again these data processors requirements might be less better for the contracted parties to negotiate. So, whereas I gave a good summary of (unintelligible) I gave a pretty bad summary of the topic on this one. But if we could hear from the parties that made these comments and to put a point on them that would be terrific. If somebody could watch the chat room so I can look at my - hear from the registrars perhaps and maybe Thomas Rickert on this? And finally, the (ROISG) pointed out that this conflicts with other requirements. (Emily), thanks.

(Emily): Thanks Kurt. Yes, I think that you summarized the (unintelligible) that we tried to (unintelligible) accurately. It is really just questioning what detail provisions related to data escrow we're doing in a temporary (unintelligible) to who is. There are contraction obligations relating to data escrow and you know, so it's really just that simple point which you reflected in your remarks. Thanks.

Kurt Pritz: Is there a contrary point of view here about you know, that question about the interception between data that's escrowed with data escrow provider and who

is information? Anybody that was for these topics? Do they understand the comments made against them? Okay, sections in the appendix 3 and 4 with regard to that has to do with ICANN approval of data escrow arrangements or data - ICANN approval of amendment of data escrow arrangements and then any additional requirements. And with regard to the ICANN approval, there's not much disagreement against that. But, you know, there's a need to clarify ICANN's approach and I don't know whether we do that or whether that's done in the negotiation among the contracted parties or not.

And then finally, the appendix B, Section 4 was supported, again, calls out ICANN as the data controller. So Thomas?

Thomas Rickert: Yes, I'm not sure whether we actually need to (unintelligible) ICANN's position on this. I guess I cannot (unintelligible) position clear in this table that wasn't (unintelligible) specification. So I think we should rather establish it as a fact that ICANN has got data control over (unintelligible) activity and the registry - and the agents are the process on their behalf. And then ICANN's view on that.

Man 1: Okay. Thanks, Thomas. That's a good clarification. So these are either not controversial or we can pretty much set our watch on when people run out of gas. And as you can tell by my voice that's happened here. So let's just talk, lastly, about Appendix F, which is going to be somewhere in this stack of papers I have in front of me. So it has to do with book registration data access to ICANN and it's a very brief comment. But it was pointed out that domain names themselves might also be personal information. So we have to make a determination about whether or not this is properly written or needs to be analyzed.

So Benedict Addis, I - we can talk about this topic or anything you'd like.

Benedict Addis: Hey. Two points. One thing. Have we got an indication from ICANN or bits of ICANN, for example compliance or the security folks if they've got a

retention plan in place for that data that's disclosed to them? Because I know that different parts of ICANN (unintelligible) on the data for different lengths, and obviously, that process is an important part of this decision. But probably not part of the CDP. Worth capturing at some point because it might help inform our discussions.

Second part is I think from the (unintelligible) perspective, we find it very hard on a technical basis to understand how a domain name could be construed as personal information. A domain name is almost I think implicitly an active of publishing to purchase a domain name. And I think unless I register the domain name, you know, Kurt Pritz lives at so and so California as a sort of way of disclosing your personal information without consent, that's the most contrived example I can come up with, I cannot see how this could be construed as personal information.

But I'd love to hear (unintelligible) examples. Thank you.

Kurt Pritz: To your first point, Benedict Addis, you know, you asked about how ICANN is going to store this information or for how long, but isn't the intent of this Appendix F to strip out all the personal data out of that bulk registration data so that it would no longer fall under GDPR?

Benedict Addis: I'm hoping - I hope that's the case and my understanding is that some contact data shared with ICANN at the moment. I haven't had a clarification on what process that uses and whether it's via escrow or directly. I don't know if that's entirely true but it would be nice to have a view on that.

Kurt Pritz: Okay, Thomas, do you want to respond to the question about a domain name could be personal information?

Thomas Rickert: Yes, I should clarify I (unintelligible) the fact that this supporting is done. But whenever there's processing activity involving personally identifiable data, which a domain name can be, then you need to write in your record of

processing (unintelligible) and you need to say on what type of basis you processed it, how long you (unintelligible). That's related to the point whereby Benedict Addis. And I think maybe on that, we should actually ask ICANN to share with us their processing activities relating to report this data. And then we can make an assessment of whether we think that this is a good explanation or if something (unintelligible) needs to be done.

So again, as I mentioned in our response (unintelligible) or object to the reporting as such, but we need to make sure that the way the reporting is conducted is legally compliant.

Kurt Pritz: Okay. Thank you, Thomas. Farzi?

Farzaneh Badii: Thank you, Kurt. So my points were kind of raised already, but I just think that even regardless of personal data or not, having ICANN (unintelligible) to data for the contractual compliance without mentioning how this can be processed and what it entailed, I don't think that's the way to go. And it creates contractual ambiguity. So that's the concern I have with the whole ICANN access to bulk registration data.

And can we go to, sorry, can we go to the previous slide? I just have a comment. I don't want to change the subject so if you want, I can go - okay, so basically for the data escrow requirements, and I have seen this on a couple of other issues that we are leaving this to the contracted party to negotiate with ICANN. And I saw that as someone explained that this is only until when ICANN actually distinguishes its role in this program.

There are many, many questions about the data processing, about the structured data sharing agreement that I think that they - I don't think it should solely be negotiated between ICANN and the CTA. So I just wanted to put that out. I'm not very sure about the negotiation process but I think if you are, like, putting everything in, like, negotiate with ICANN and the registrars and registries are kind of limiting (unintelligible) here. Thank you.

Kurt Pritz: Thank you? Marc?

Marc Anderson: Thanks, Fritz. Marc Anderson. I want to comment on Appendix F for a second. There are a couple things in there that are interesting. First, I think Benedict Addis raised some interesting questions about what is ICANN's retention policy on this data once they receive it? Are they processing it in a way that's compliant with GDPR and other applicable laws? And I think those are interesting questions, perhaps very valid, but are those questions that we need to address as part of our group - as part of our policy recommendations? Or are those things ICANN itself as the processor here needs to do to determine that they're processing this data in a way that complies with GDPR.

I pose that as sort of an open question because I think that's an important one to consider. There's at some points been identified that there's a need for ICANN access to bulk registration data. We can say that need doesn't exist or it does exist, but then I think it's up to ICANN to make sure that they're doing that processing in accordance with GDPR.

Kurt Pritz: Thanks, Marc. So I have two comments about that. One is - and I said this a minute ago, so maybe I didn't say it clearly or maybe (unintelligible) just go by me. But to me, the way Appendix F is written is that ICANN is asking for just what's left, a non-personal data that the registry operator must only provide the following data, which to me is a list, notwithstanding Thomas' argument that the domain name might be personal information.

This would all be non-personal information and therefore, in the case of Appendix F, maybe we don't care because ICANN had dealt with us by saying when you share this bulk registration data, you're no longer going to be sharing personal data. So that's my one comment.

And then my second comment that I'm almost loathe to make is I think this is a question for registries, registrars, and to a certain extent, others in this room where you're touching the data and ICANN is touching the data. So to a certain extent, you're wrapped up in this together or not. So you might - if you're disclosing data to ICANN then you might care or not how ICANN deals with it. So you might care that this is part of the temporary specification, how ICANN handles data.

So I don't know.

Marc Anderson: Kurt, this is Marc again. Can I keep going?

Kurt Pritz: Oh, yes.

Marc Anderson: I guess I should have started with this point is I guess maybe just some background. Looking at this section in Appendix F versus what's in the base registry agreement, what this essentially changes is the original language says something to the tune of registry operator must provide at a minimum this data and it lists sort of the fields that you have here. But the base registry agreement language looks at the minimum data that must be provided.

And so I think the change that ICANN made here is to be more explicit and say you must only provide. And so I think what ICANN was attempting to do was make sure they're only getting the data necessary for this purpose, this bulk registration data access purpose. And so that was what was reflected in the registry comments is understanding that the clarification from ICANN was just for that purpose, to change an at minimum to a must only then that's fine.

But then to the extent you brought up there's maybe sort of a broader context around the processing activity that occurs. Is this legitimate and is that even a problem for us to solve or is that up to ICANN to solve here? And you said if this - you understand that this contains only non-personally identifiable

information then it's no problem, it doesn't apply. And I would respond that that's not really - that's not our decision to make. ICANN in determining if they're performing this activity in compliance with GDPR would make that determination on their own.

If they determine, hey, this contains no PAI or isn't subject to GDPR then we're fine. I think that's their determination to make and that we wouldn't have to weigh in - sort of delve into that.

Kurt Pritz: Yes, thanks for the discussion and indulging me. Are there any other comments on the substance of what we talked about? I've certainly taken on board a lot of the comments in the beginning about the purpose of these discussions and have thought a lot about how to - there's quite a bit of homework involved in taking advantage of the statements that have been made here, everything in the chat, and the effort that's gone into the comments to make sure that we utilize the effort everybody's gone through here. And I have some ideas about how to get that homework done.

Let me pause this for a second and then I want to - so Marika, did you want to speak?

Marika Konings: Thanks, Kurt. I can cover the next item, review of action items, and the questions for ICANN org, if any identified in this meeting, if that's helpful.

Kurt Pritz: That would be helpful.

Marika Konings: Okay. So the action items, and we'll of circulate the detailed notes as well as the action items shortly following this meeting. So the action items that staff has captured is staff to circulate the post-communication plan with the EPDP team for your input and review. Of course, a related action item is for you all to review this communications plan and provide your feedback. Staff is also to share instructions for use of the alternative Adobe Connect room with AC Streaming prior to Thursday's meeting.

Action for the Council liaison, Rafik, is to provide an update on participation of alternates to the GNSO Council and determine whether there are any concerns about the proposed approach for live streaming in the AC room to facilitate (unintelligible) only access to the AC for alternates. And staff has committed to share a presentation that Becky Burr provided to the GNSO Council in relation to the picket fence. And then EPDP members are to complete the survey Part 3 by Wednesday, the 15th of August, at 19:00 UTC.

And one question that we've captured for ICANN Org is, is there a list and summary of ICANN contacts and engagement with the EPDP and other VPAs in relationship to the temporary specification for GTLD registration data.

Kurt Pritz: Thanks for that effort. Going forward, maybe we can sort of type those up as we go in some rough fashion and just splash them up there. But we will take those action items and others we recover after we review the chat and other of the comments that you made and augment the (unintelligible). (Ashley)?

(Ashley): Thanks. So something was just triggered in terms of a question. For the LA Meeting in September, is there a prohibition on alternates attending as just being in the room and still adhering to the rules? Because a three-day period at least for the GAC in particular who has only three representatives, it could cover a lot of territory that perhaps the primaries don't have all of the expertise.

So it would be helpful if our alternates are able to come to the meeting that they be able to do so. Is something that's feasible?

Kurt Pritz: I think it is, but we're working through it. So there's some space constraints, for one. So we'd want to assess demand for that sort of space because it might require us leaving the ICANN offices and finding a place in a hotel. But

we're certainly working on ways to accommodate that. And I've read the emails from several of you about this. Farzi?

Farzaneh Badii: Thank you, Kurt. Farzaneh Badii speaking. I totally disagree with alternates being able to attend the EPDP meeting while their members are present. Alternates in my dictionary means someone replaces someone else in their absence. And this will allow and we are having this discussion about (unintelligible) following real-time and now, they are going to come to the meeting. So well, we had this group closed and kind of like members appointed not to have, like, a bigger group and now, we are going that way.

I totally disagree. We should not have - give alternate other roles. Their role is to replace their members in their absence. That's one thing. The other thing was that I wanted to talk about Appendix F but I can just talk about it later on the mailing list. Thank you.

Kurt Pritz: Thank you? Kavouss?

Kavouss Arasteh: Yes, Kurt, I would like to draw the attention of Marika that the point that I raised at the beginning of the meeting is an action item to draw to the attention of the President (unintelligible) of ICANN. It is very important and I'm not going to continue to be suffered in future. This is important issue and this is formally with regard to his attention. Thank you.

Kurt Pritz: Yes. Marika?

Marika Konings: Yes, this is Marika. Just to note, the reason why we didn't capture that is that because an action item has already been completed. The letter that we sent (unintelligible) already been shared with Goran as well as Cherine. So to add it as a completed action item, but I just want you to know that that is an action that we have already completed.

Kurt Pritz: Okay, great, and we want to capture also Kavouss' comment at the start of the show here and make sure that it's memorialized and recorded. Kavouss did you have one more thing? Or is that an old hand? Okay, great. So the next, Part 2 of the temp spec survey submissions is due Wednesday, August 15, at 19:00 UTC. And because we'll be ready to talk about them on Thursday, that means a big late night homework assignment for us.

So if you could hit the 19:00 UTC mark that would be greatly appreciated. And I appreciate the continued energy that everybody is putting into those comments. I know it's a bit of a slog but it's really important that the comments are written in a way that are clear and understandable because they're very important to informing the future conversation.

So I'll pause for a second to see if anybody has anything else to say and then Benedict Addis is typing in the best comment in the chat. He stopped typing.

Benedict Addis: I stopped. I just wanted to ask if Ayden had any further reasoning behind his refusal to countenance alternates and just to give him a chance to speak before we (unintelligible)?

Kurt Pritz: Okay.

Ayden Ferdeline: This is Ayden. Only comment is because I was called upon and I wanted to simply plus one the comment that Farzaneh raised a few moments ago in which we also spent discussing in the first half hour of this call. I have nothing else to add. We have a carefully constructed balance for this EPDP and I think that the membership composition that was agreed by the GNSO Council should be respected. To allow alternates to also be - initially we were talking about just in the Adobe Connect room and now, to be participating in face-to-face meetings. No, I do not support that at all.

Kurt Pritz: Okay, thanks Ayden and so let's - we're conferring actually with the GNSO Council leadership on this to get their input, the ones who carefully

constructed this balance. So with that, I'm going to let everybody go for the rest of the day. Thank you again so much for starting on time and your participation and constructive comments in the meeting. So thanks a lot everybody and I'll talk to you in a couple days. So long.

Terri Agnew: Thank you. Once again, the meeting has been adjourned. Operator, if you could please stop all recordings. To everyone else, please remember to disconnect all remaining lines and have a wonderful rest of your day.

END