ICANN Transcription

IDNs EPDP

Thursday, 10 February 2022 at 13:30 UTC

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DEVAN REED: Good morning, good afternoon, good evening. Welcome to the IDNs EPDP call taking place on Thursday 10th February 2022 at 13:30 UTC. In the interest of time, there will be no roll call, attendance will be taken by the Zoom room. If you're only on the telephone, could you please let yourself be known now?

All members and participants will be promoted to panelists for today's call. Members and participants, when using chat, please select "everyone" in order for everyone to see the chat. Observers will remain as an attendee and will have view only chat access.

Statements of Interest must be kept up to date. If anyone has any updates to share, please raise your hand or speak up now. If you need assistance updating your statements of interest—

DONNA AUSTIN: Hang on, Satish has his hand up. Satish. Go ahead.

SATISH BABU: Thanks very much, Donna. I have an update on my SoI. As of last week, I have been appointed as the ALAC liaison to the Universal Acceptance Steering Group. And I've updated this one my SoI statement. Thank you.

DONNA AUSTIN: Sorry, Devan.

DEVAN REED: Thank you, Satish. No, it's okay. All documentation and information can be found on the IDNs EPDP Wiki space. Recordings will be posted on the public space shortly after the call. Please remember to state your name before speaking for the transcript.

                       As a reminder, those who take part in the ICANN multi stakeholder process are to comply with the expected standards of behavior. Thank you. And over to our chair, Donna Austin. Please begin.

DONNA AUSTIN: Thanks very much, Devan, and welcome everybody to today's call. I think we made some good progress last week. And just a reminder that Ariel has put to the list our proposed text for answering charter questions that A5 and A6. And if you haven't had a chance to look at that, or view Ariel's email, could I please

encourage folks when you do get an opportunity to review it, if you can, if you think the draft language is fine, what I'd really like is positive affirmation, I suppose, on the list. And as Ariel pointed out, if there are substantive changes or things that we've missed, we'll come back to the group and discuss those in about two weeks' time. But please take the time to look at that. And I'd really appreciate it, if it folks were okay with it, just to confirm that on the mailing list rather than assume that because we haven't received any response that you're okay with it. So given this as a representative EPDP, it will be great to hear from the representative groups. So please take some time to have a look at that and let us know your thoughts.

I noticed that Herb Waye is observing today. And I know that Herb has showed up a few times on our calls. So just a bit of a shout out to Herb. And hopefully we can keep this civil amongst our team here. Although I have no problem that that won't be the case. You're a pretty [inaudible] lot, I suppose.

Alrighty, so with that, I think we're going to move into—so just a reminder that we have resequenced some of the questions, charter questions. So if you're wondering why we've gone from B3 to D1 and back to B4, that's a result of the resequencing of the charter questions. So Ariel, as per usual, I'm going to hand it over to Ariel to provide us with the background and then we'll get into the discussion.

ARIEL LIANG: Thanks, Donna. I will provide a very brief background of the questions that we're addressing today. So B3, the question is

beyond having the same registry operator and same backend registry service provider as referencing B1 and B2, is there a need for additional constraints for the same entity requirements for the top level? If so, the rationale must be clearly stated.

So just as a reminder what B1 and B2 are about, they are about the same entity principle or requirement for the top level. So B1 is asking the EPDP team to review whether the same principle requirements should be extended to existing gTLDs. And B2 is asking whether the same backend registry service provider should basically be applied at the top level.

And then this is both our recommendations from the SubPro PDP and staff paper with regard to the future new gTLDs. And then B1 B2 is asking whether they should be extended to existing gTLDs and their variant labels.

So, the conclusion from the EPDP team is yes, the SubPro recommendation and the staff paper recommendations should be extended. And there's support for the same entity requirement using the same registry operator and the same backend registry service provider for the top level. So, that's a refresher for B1, B2.

And this question is more or less like a catch all question. So beyond these constraints, is there any additional constraints in order to abide by the same entity principle for the top level? So when the staff paper was drafted and went through the public comment process, there was an initial consideration of proposing to implement the same name servers for the top level as well. But due to community feedback, this initial recommendation was removed in order to provide more operational flexibility in the

implementation of IDN variant TLDs. So that's context for this question.

So we're asking the group, do you consider any other constraints are needed in order to implement the same entity requirement for the top level? If so, what they are? If not, then perhaps we can move on. So that's the context for this question.

DONNA AUSTIN: Thanks, Ariel. So do we have any thoughts from folks on this one? And as Ariel said, because this is a little bit of a catchall, it is potentially something that once we go back and review our draft language, we may pick up some things that we want to include in this. So it means that all is not lost if we don't come up with anything here today. We may as we look at or discuss other questions. Anil and then Michael.

ANIL JAIN: Thank you, Donna. With the same registry operator I am with the recommendation, there is no issue. But I am able to see one possibility, that backend registry service provider can be different after some time. So in case at the time of delegation, there is a backend service provider and when the same entity is the same operator is asking for a variant, the backend registry service provider is changed because the commercial relation between the same registry operator has changed. So in that case, we may not be able to fulfill the second requirement as it is suggested by the staff paper. Thank you.

DONNA AUSTIN:	Thanks, Anil. Certainly I'm aware that CC's will often go out to tender to change their backend provider. And certainly it is the case with G's as well, that sometimes that they will swap out their RSP. So that may be something that we need to capture in some way and see if there's anything we want to do about that. Michael, go ahead.
MICHAEL BAULAND:	Thanks. First, I agree with the suggestion of B3, I think it's not really necessary to enforce the same name servers if we have as a given that the registry operator and the same backend service provider is used, because then there's enough technical infrastructures the same that all rules that the registry would want to have could be enforced and it doesn't need to be that variants are on the same name service.
	Regarding what Anil just said, I think that even in the latter cases, the registry should keep on using the same registry service provider. And if some change of owner happens, then all variant TLDs should be migrated at the same time. Because only then it's really easily possible to enforce policies that not only cover the top level but which are on the second level. For example, things like that if you register a domain name at one TLD, you also have access and only you have access to the same domain name at the variant TLD. And if that's managed by two different technical service providers, it would be difficult to get information across the technical systems, which registrar and registrars, which second level domain. Thanks.

DONNA AUSTIN: Thanks, Michael. Maxim.

MAXIM ALZOBA: I think there should be a requirement that in case of the backend change, backend should be changed the same time for all variants to one new backend, and it will lift the issue, because we have seen migrations when it was more than few TLDs, and nothing bad happened.

Also, speaking about same name servers, it's not good from brand perspective. For example, you have variant A, and variant B TLDs. And you decide to use name server one at variant A, name server two at variant, A, etc. and it's logical. And you do the same for the variant B, but you call it name server one, variant B, nameserver two, variant, B, etc. It's also logical.

We need to keep in mind that actually, those are clusters of name servers. So physically, you will not be able to have the same name servers until you decide to severely damage the [clouds.] So at the best, you will have same IP addresses for Anycast [cloud,] which doesn't make sense from the technical perspective. They should resolve, they should be synced same time, but it's doable on the backend side. And TLDs have quite strict SLAs from ICANN already. Thanks.

DONNA AUSTIN: Thanks, Maxim. Edmon, I saw your hand up and it seems to have gone away.

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EDMON CHUNG: Yeah, I put it down because Maxim and also the discussion of the chat already covers everything I want to say.

DONNA AUSTIN: Okay, thanks, Edmon. So I think what I'm hearing is that there's nothing—I might have this wrong, so please correct me if I didn't properly understand, but I don't think there's anything new for B3. But perhaps for clarity, just ensure that if there is a change of backend registry provider by the registry operator at any point in time, that everything has to carry over. Is that accurate or not? Did I completely miss it? Okay, Jeff says okay. All right. So I guess that's all we have on B3. Well, I think we can go to D1, Ariel.

ARIEL LIANG: Thanks, Donna. So D1 has a main context. It's actually not a question, but it does have the two sub questions, D1 and D1B. And we expect this will be a fun discussion for the EPDP team in terms of how exactly the same entity principle will be kind of put into reality. So I just provide a summary of the context, which is D1.

So the same energy principle for variant TLDs. It needs to be effectuated, legally and operationally. So what we're talking about in terms of legal perspective is the binding documents between ICANN and the registry operator, which is the registry agreement, it should be memorialized, the relationship between each allocated TLD and its variant labels and the obligations to maintain the same entity condition during the life of the contracts.

And then in terms of the operational standpoint is the application process, testing of registry service, fee structure and other aspects. And those things need to be defined and developed. So that's why we have the two subquestions for the group to consider.

Ideally, it would be great if SubPro IRT is also in operation and there can be some coordination in this aspect. But with the current setup, we need to kind of strike ahead and tackle these first.

So let's look at D1A. So this is talking about the registry agreement between a registry operator and ICANN. And so in case of IDN variant TLD—so the TLD is subject to a registry agreement with ICANN. In case of IDN variant TLD, ICANN should execute the registry agreement with the same entity, but potentially diverge in future registry agreement amendments, addendums, and renewals.

So the question is, should each TLD label be the subject of a separate registry agreement with ICANN? And if not, should each TLD label along with this variant labels be subject to one registry agreement with the same entity? And this is asking for a rationale for the definition, and with a goal and motivations.

So, for this question, SubPro had very limited discussion in its deliberation at the later stage. That's why it didn't have a specific recommendation in terms of how the registry agreement may look like. It only included in its recommendation for supporting the same entity principle and also asking to put the same entity policy for top level in the registry agreement, but it didn't really provide any clear direction how this will go.

And then in the staff paper, it does have some preliminary suggestions for the team to consider. So the staff paper provided the premise that each IDN variant TLD label is a separate TLD label with its status indistinguishable from any other TLD label in the root zone. So one variant label is individual TLD label. And with that understanding, the staff paper suggests that each variant TLD will be the subject of a separate registry agreement with ICANN and ICANN would execute each of the registry agreement with the same entity. So that's what the staff papers suggests. Donna, I'm wondering whether we should stop here and talk about this question first before we move on to D1B.

DONNA AUSTIN: I think so, Ariel, particularly given we have three hands up already. So I think we'll have a chat about this one first. So Jeff, Hadia, and then Edmon. Jeff.

JEFFREY NEUMAN: Yeah, thanks. I've actually been doing some thinking about this one. And so my position is different than the staff position. I think that there's nothing wrong with having one agreement where there's a new schedule to that agreement that covers variants. I think that's important because there is an interrelationship between how the operator manages the TLD and the variants, and to have them in separate agreements becomes way too confusing.

I know we've only talked about, at this point, the delegation, but there's lots of rules for the second level, which we'll get into, and

things about transfers of second level domains and all that other kind of stuff. And having separate agreements is inefficient, and will be incredibly confusing.

So what I think this might require is that there be a special agreement when an IDN is delegated and variants are also delegated. Essentially, almost all the base terms and conditions are going to be exactly the same as a normal registry agreement, but there's going to be some provisions that need to relate to the variant relationship.

Those special provisions might need to be in a schedule along with the list of TLDs that are covered in the agreement, whether that's Appendix A, which is already existing, or something new. But to have completely separate agreements, I believe would be incredibly difficult to manage, especially because there are some rules on the interrelationship of second level names within those TLDs that are designated, not to mention assignments and all the other things that can happen with registry agreements. It's not that complicated to have one agreement cover the TLD and its variants. Thanks.

DONNA AUSTIN: Thanks, Jeff. Hadia.

HADIA ELMINIAWI: Thank you. I have two questions here. The first, what do separate agreements entail? And the second, would these agreements be associated with registration fees later?

DONNA AUSTIN: So on the first question, yes, separate registry agreement. So you can see a form registry agreement on the ICANN website, all the registry agreements are posted on ICANN website. And that latter question about fees, I think we haven't answered that question yet. Is that correct? I think we're going to talk about application fees. And I assume that might come with a question about ongoing fees. So Hadia, did you have something else you wanted to ask?

HADIA ELMINIAWI: Yes. So I did, of course, see the agreements that are posted online. And to me, it seems logical, just as Jeff said, that it does make sense to have one agreement that includes the variants. However, I did want to understand why the staff was thinking otherwise. And that's why I was asking this question. Thank you.

DONNA AUSTIN: Okay, thanks, Hadia. I'm not sure if staff can have a think about that and come back and answer the question. Edmon.

EDMON CHUNG: I think Jeff and Hadia covered most of what I said, but I still kept my hand up, because I think this is worthwhile to emphasize again. When the staff paper came out, I spoke out in the public forum about it as well. I think Jeff's position that should be one registry agreement is very important. It is actually crucial to the

whole concept of IDN variants, I think, all the way back to when the IETF first discussed about this issue almost 20 years ago.

And I think the suggestion then is for the policy side, which is now what we're talking about, to try to handle these TLDs, which are technically different, which is what a couple sessions earlier, when Patrik from SSAC joined us, repeatedly emphasized, but on a policy level should be mapped together.

And the single registry agreement is a very important part of that, I think, and having addendums or schedules or appendices or whatever with the variants, that makes a lot of sense to me as well.

Just adding a little bit to what Hadia asked in terms of fees, I guess that's certainly something interesting, and I'd love to hear from the staff as well, but from what I would see based on what is in place right now—and if we go forward with the concept, what I would see is that the fees would be based on the billable transactions under the TLD. And that would somehow be generally uniform, but kind of dependent on the TLD implementation itself as well.

So yeah, I want to reemphasize that one registry agreement, I think that that makes a lot of sense. And the fees part, I would like to hear from staff, the idea.

DONNA AUSTIN: Thanks, Edmon. I think we are going to touch on fees in D1B which will come after this discussion. Maxim.

MAXIM ALZOBA: Inventing new agreement will, I'd say, take significant time, given the experience of the past. There is an Annex A in the registry agreement for IDNs, for example, where you can write anything you want. And also you can add requirement to oblige to special variant policy if it's created there. And also, you can list all other variants in the appendix, saying that all changes to this agreement, all transfers should be done according to this policy. Those agreements cannot be separated without, for example, termination procedure, etc. That's it, we don't need to create a new structure around this.

And all things Jeff mentioned will be in this IDN and variant policy. So I don't see a lot of issues because if you add in Annex A words that those contracts are tied in this and that terms, for example, those decided to be variants, and thus all the second and third whatever level domain names are subject to that policy.

I don't think we need to create something in situation where it could be done by adding a few lines of text. And to say more, a separate agreement means separate fee for TLD. And having a united agreement should have separate fees for each have variants to prevent situation where it's unfair advantage for some registries. Thanks.

DONNA AUSTIN: Thanks, Maxim, Jeff.

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JEFFREY NEUMAN: Thanks. So I think, yeah, Maxim, I think the main point I had, which we agree on, is the fact that there's no need for a separate registry agreement. I think how ICANN achieves that, we can leave that to implementation or to them, actually, because they'll be able to figure out the best way to do it.

It's important that we separate the issue of fees. This is the structure or the mechanism by which the legal obligations are documented. Let's separate that discussion appropriately from the issue of fees or how one applies for it or any of the other rules. I think that's important.

So on this very question, I liken it to what a lot of registries have been doing recently, and that is, although they started out, like Donuts and others started out with basically a separate registry registrar agreement for every single TLD that they had, now the trend, which I think is the right one, is to have one registry registrar agreement for every single one of their TLDs and then have the differences pointed out in a schedule. And that is a lot easier for registrars to manage. So I think at the end of the day, that concept of having one agreement essentially that has multiple TLDs is a commonly accepted practice in the industry and I don't see why ICANN should have any difficulty in their compliance department or any other to manage this situation. So I think it's really important that we have one agreement as opposed to one per each TLD and per variant.

And Maxim, the only reason why—I'm just creating an analogy, I'm not saying anything other than just the fact that having one agreement that covers multiple TLDs, whether it's at whatever level, either ICANN level or the registry, registrar level, they're

manageable. So that's the only point, not that I'm trying to conflate the two as being similar or anything like that. Thanks.

DONNA AUSTIN: Thanks, Jeff. Satish.

SATISH BABU: Thanks, Donna. I agree with Jeff's point about separating the fees from this discussion, because the core point is actually something slightly different. Now, we have heard on the one hand from SSAC, as well as the staff paper, that each variant is technically an independent label and they should be treated as such. But I feel that from a policy perspective, which in turn arises out of the script community's preferences, there appears to be a strong case for treating the primary label and its allocatable variants as one bundle, and all the subsequent actions like applying for is on this bundle and not on individual labels. If you tend to see it as individual labels, they are scattered and fragmented, but logically they belong together, because we cannot separate them. They are closely interlinked.

So therefore, in fact, I think we need a vocabulary for this bundle. Because currently, we are still talking about fragmented, dispersed, one primary label and the other variants. So, since we now have a tool that enumerates all the variants, my position will be that it would be useful to consider this as one combined bundle, and maybe we should have a better term for it, so that all the subsequent steps then become quite logical. Thank you.

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DONNA AUSTIN: Thanks, Satish. I think it is an interesting point about bundling. And I know I've heard the term used in some of our discussions, particularly with SSAC. So I don't know where we would put that, but we still have a A9 and A10 where we're identifying label states. I don't know whether we want to define bundling there, but I think it is a term that we probably need to define and I think there's also a question that strikes me, is, do we need some kind of policy recommendation around bundling and what that means?

So it's a good flag to raise I think. we have Maxim, Dennis and Justine.

MAXIM ALZOBA: First of all, I'd like us to avoid using marketing terms as technical. It's a bad idea. We do already have a term, string and all its variants. And we shouldn't create two terms for same thing. It leads to confusion. Also, speaking about registrants, they're not necessary going to activate, I'd say, use all the variants of the string. Maybe they want first and second.

I said that bundling is a marketing term. Why? Because if you look across the offers of TLDs, it's the situation where they add something to something and not necessary its variants. It could be, for example, dot boots and dot sneakers, or something like that. And we will create confusion, because we're trying to use term already in the wilds in different meaning. So I suggest we use string and its variants instead of it. Yeah, that's it. Thanks.

DONNA AUSTIN: Okay. Thanks, Maxim. So I think we have some differences of opinion on bundle, but I think it might be understanding that it is a term that's been used within this group, it might be helpful, even if we just reach a common understanding amongst this group, initially about what we mean by bundling. And I think, Maxim, you may have already called that out. Probably would be helpful for our discussions. Dennis.

DENNIS TAN: Thank you, Donna. Yeah, I think I heard three points, which I think I agree. Third one, terminology. Yeah, I think we need to be clear as to what we call these things. The one that is in the staff paper, for example, it's the set. Maybe we just—there you go. Sarmad just put it in the chat there. So maybe we stick with that until we introduce new terms.

The second one, it's a point of separation on what we're talking about, right? I think talking about right now, the agreement itself, the paper, that four corners that define the rights and obligations of the contracted parties of the TLD at hand, and we can separate the discussion about fees, either application or registration fees for the moment and right now focus on what's going to be the legal vehicle in order to start this relationship between ICANN and the TLD registry in the context of variant TLDs.

Which leads me to the third point, if the concept here, we're talking about the same entity principle, having the same backend, same registry operator, it seems logical that the legal document also comes in a single form. And I think it was mentioned, we can leverage or use schedules, exhibits or whatnot in order to

introduce what one single registry agreement is comprised of the set of TLD variants.

So I think what I'm saying here, I support the idea of a single registry agreement with a schedule or exhibit or annex or what have you, that [inaudible] what are the variant set that is included in this registry agreement? Because again, these theories are supposed to behave in a way that they are a set. So there's going to be the same entity principle is going to apply across the lifecycle. And as the TLD moves through that cycle you can add another TLD if you want to activate an allocatable variant, it's included in the schedule. If you want to remove one, you remove one from the schedule without changing or managing all these separate contracts instead of just it's more—I think it looks like to me more efficient way to handle the legal proceedings. And that's it. Thank you.

DONNA AUSTIN: Thanks, Dennis. Just a question that occurred to me, and I could be way off base here. And I may have not remembered something properly. But I don't think the registry agreement at the moment calls out who the RSP is for a registry operator. And if we have a policy that says it must be the same backend provider across the TLD and its variants, is that something we want to capture in the registry agreements? That's an open question. It may be nothing we need to worry about. Justine, go ahead.

JUSTINE CHEW:	Thanks, Donna. You actually sort of touched on what I was going to ask. I want to make two points. I want to pose a question and make a point. So the question is related to what you said earlier, which is, would this group want to or need to consider whether it's a recommendation or implementation guidance, that's up to the group to decide I guess, but to the effect of proposing a change to the base registry agreement to take care of what we're discussing here.
	And the second point that I wanted to make was that I would support the intention of having a glossary to define the label states that we've been discussing in A9 and A10. Also, terminology around things like sets, and what was the other one? I can't remember what it was. But I wanted just to point out that we just have to be careful not to conflate categories of terms. Like label states are label states. Things like reserved—that's the word I forgot—and set are not necessarily label states. So that's the point I want to make. Thanks.
DONNA AUSTIN:	Thanks, Justine. Jeff and then Maxim.
JEFFREY NEUMAN:	I think the only thing we need to say in the answer to this question is what I put in the chat, which is that the set of variants should all be subject to the same registry agreement with ICANN. And that's it. I think everything else becomes a detail for ICANN staff and to basically implement and determine how their compliance and all

that other stuff will work around it. But from a policy perspective, I think that's it.

To answer your question, Donna, while it is true that the registry agreement does not require you to name your backend provider, indirectly, it does have lots of requirements for your backend provider, and it can't change without ICANN approval. So there's plenty of provisions in there that say that your backend provider essentially is a material subcontractor. And in order to change the material subcontractor, you need to follow the process that's on the ICANN site. It's very easy to update the agreement.

Again, this is implementation, but it's very easy to update the agreement that says that a registry operator—so if you have one agreement that covers the set, it could say that a registry operator may not change a material subcontractor for any one of the set without also changing it for the entire set. Okay, that's the concept. That's not the actual language. So it's really easy to do so. Although you're correct that it doesn't require you to name it, there are ways in the registry agreement that it's very easy to implement what happens at the backend registry level because of the material subcontracting and the change of material subcontract and clauses. Thanks.

DONNA AUSTIN: Thanks, Jeff. Maxim. And then I think we can wrap this one up.

MAXIM ALZOBA: Speaking from the operational perspective, changing the base array is not operationally possible now, because it's in the process

of amendment. And ICANN has a liner structure of the amendment. process. So you cannot do anything until the previous process finished.

So creating a new kind of contract only for new TLDs doesn't solve issue of all TLDs. And just having the annexes of all variants to reflect other variants of the set might be a solution. So it might be a side note of sorts. Thanks.

DONNA AUSTIN: Thanks, Maxim. I take your point that what we're talking about here is new gTLDs, but I think—Sarmad, correct me if I'm wrong, but do we have any existing TLDs that have variant labels that they could apply for? And to Justin's point, I know we might have some disagreement at the moment about what's implementation guidance, or what we need, and what we don't. But I would have a level of comfort if we did include the basis of our conversations in our drafting language so that we can note things. And it doesn't mean we can't take things out later. But just in order to capture the discussion and reflect it accurately, I'd like to include stuff, and we can have a conversation about taking it out later if we don't think it's relevant. But I'd really like to keep points in at this part, this time of drafting. Okay, so I think what we've agreed here is|

JEFFREY NEUMAN: Sorry, Donna.

DONNA AUSTIN: Yeah.

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JEFFREY NEUMAN: So which point where you're responding to Justine on including in the notes?

DONNA AUSTIN: So just implementation guidance. So if there is that the backend registry has to be the same across the TLD and its variant set, so that's a specific issue, I think that we discussed. And just as a general principle, I don't want to discount anything at this point. So I'd rather err on the side of caution and put those notes in, and we can take them out later.

JEFFREY NEUMAN: Okay, I'm just—with the agreement—

DONNA AUSTIN: I understand you have reservations, Jeff, but it's just for completeness at this point. We'll come back to it.

JEFFREY NEUMAN: Right. So I'm just saying, can we just say that it's a matter of implementation, as opposed to an implementation review team? Then it covers everything.

DONNA AUSTIN: Okay, we can work on the language. Justine.

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JUSTINE CHEW: Thanks, Donna. I just threw in IRT. And you notice it's in brackets. So I didn't specifically mean that it has to be the IRT that deals with it, but more just like what Donna says, to just highlight things that are required to be paid attention for implementation purposes. Thanks.

DONNA AUSTIN: Thanks, Justine. Okay, good. We're all on the same page. Excellent. Okay, so I think we've done with this one. I think we agree that one registry agreement, whether it's a separate schedule for the variant labels or an appendix, I don't know what the correct term is, but one variant set has one registry agreement, no need for multiple registry agreements. Okay. Maxim.

MAXIM ALZOBA: I have small question. Do we think about potentially inherited TLDs where, for example, now we know that some particular TLD is an IDN and suddenly it appears that there is—we should mention that the separate process for the existing TLDs should be developed. Something like that. I think it would be enough.

DONNA AUSTIN: Thanks, Maxim. And I think that was the question that I asked previously of Sarmad. And I know he had his hand up and then he took it back down. So Sarmad, I don't know whether you had—it was just a question of whether we actually had that situation as a possibility. I didn't think we did.

SARMAD HUSSAIN: I can make a quick comment on it if you like. So of course, we've not had variants before, because that was not possible from a policy perspective. And the only one case which comes to mind, which is not a variant but could be looked at as well, was the case of the NGO ONG contract, which was, I guess, quote, unquote, bundled. So that's just one example I just wanted to bring up. Thank you.

DONNA AUSTIN: Thanks, Sarmad. Okay, and I think we just need to put a note in there about, as Maxim suggested, that maybe there's something we need to think about as we continue these discussions, that there may be an impact here for an existing IDN gTLD. Okay, Ariel, I think we could go to D1B.

ARIEL LIANG: Thanks, Donna. So D1B is talking about the specifics here in terms of the operational side of things. So I'll just read a question here. What should be the process by which an existing registry operator could apply for or be allocated a variant for its existing gTLD? Second question, what should be the process by which an applicant applying for a new IDN gTLD could seek and obtain any allocatable variants? What should be the associated fees, including the application fees and annual registration fees for variant TLDs? Should any specific implementation guidance be provided?

So this question is basically asking two kind of scenarios. One is for existing registry operator to request to activate an allocatable variant of the existing gTLD, and second is for new applications for a new IDN gTLD as well as its allocatable variants. So we need to discuss the details applying for both scenarios.

Again, for SubPro, it didn't have substantive discussion about this question because this topic arose late in its deliberation, but some members in SubPro supported the idea of allocatable variants being made available to registry operators and applicants with limited procedures and costs in place. So there's some support for that among some of the members in the SubPro.

And then for staff paper, it's aligned with the previous suggestion in terms of having separate registry agreement. So it's consistent in that thinking. So the staff paper suggests that each variant label in the set have separate TLD application, and then the process and the fees for that variant label be the same as for the main gTLD label. So in addition to these two kind of principle idea, the staff paper also suggest updating the string review process so that applied for gTLD label will be verified against RZ LGR and make sure the label applied for must be allocatable. And then there's a suggestion for additional measures to prevent user confusion because variant labels may look very similar. So some additional measures may be needed.

And then there's another suggestion of updating the reserved names and label ineligible for delegation list to include possible variant labels. So in terms of the string review process and reserved names, we probably don't need to talk about these two elements here because the later part of the charter covers the

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exact issue. So maybe we can table these for later discussion, but I just want to flag them because they're in the staff paper.

And then the last point for suggestion is to consider having additional manageability and usability considerations. And this is to help limit the number of delegated variant labels. So this actually is already kind of discussed in topic A when we talked about the ceiling values. So we already have understood from the team's perspective, not to put additional ceiling value beyond the existing measures in the RZ LGR. But, again, this is in staff paper so I want to flag it.

And I just want to quickly highlight the first two points about having separate TLD application and having the same fee and process apply for each variant to the application. The motivation is also to help keep the delegated variant labels conservative. So basically using the market force as a way to constrain or limit the number of applied for variant labels. So that's one of the motivations why staff paper suggest that way. So that's the context for this question. I will stop here.

DONNA AUSTIN: Thanks, Ariel. So there is quite a bit to unpack here. We can make it, I guess, as difficult or as simple as we want to. But let's see where we go. I know Jeff is suggesting that we just do these questions separately. So what I think I want to do is I'll go in the order that Jeff has suggested. So first, let's look at the question about what should be the process by which an applicant applying for a new gTLD could seek and obtain any allocatable variants because we don't have that problem if they're an existing operator.

And if we decide on this one, maybe it'll be a little bit easier for how we decide for existing operators. So let's just go with that middle question first and see where we get to. So Jeff.

JEFFREY NEUMAN: Yeah, thanks, Donna. And I think eventually, we're going to probably need a team to just focus on this, because there's so much, as you said, to unpack. I want to start with what Ariel said at the end as far as the staff's rationale or part of the rationale for a separate application—separate fees.

I don't think we should be thinking about how we can artificially keep the number of applications low by imposing fees. I just don't think that's good policy. I think there might be a large number of other reasons why we might want to do it that way. But I don't think one of our motivations should be keeping the number of applications and variant labels conservative.

That said, I actually do not think that each variant label should be a separate, complete application. And I want to separate the application from the fee at this point because I think that's another question. We should really talk about whether it's a separate application first, and then talk about the fees because I think the fees could be—we could talk about the fees as applying regardless of whether it's the same or separate applications.

But I think the rationale for keeping it the same application is that the registry—we talked about before that a registry needs to prove to the technical evaluators and to everybody else that they can handle not just the primary string but they can handle all of the

things that go into managing the primary and the set of variants. That needs to be explained in one application. In other words, how is the registry going to manage all five of them? Let's say there's five, how is the registry going to educate the registrars on all five of them? How's the registry going to manage its educational program with the registrants for all five of them?

I know technically, the SSAC said a string is a string is a string and it doesn't matter whether—because technically, in the root, it's all the same. In this case, I don't believe that they should be considered separately, because ICANN and the evaluators need to understand the big picture and how everything is going to be managed and handled. If you have that in five different applications for the set of five variants, it is unmanageable from an evaluation perspective and it becomes confusing as to what ICANN evaluators can consider from one application in the other. It just doesn't make sense to me that it's a separate application given all of the ties to the same entity rule. And I'm sure there's a million other things that we're going to discuss as to how they're all interrelated. So I feel very strongly it should not be a separate application. And that's a different question than whether there should be the fees.

DONNA AUSTIN: Thanks, Jeff. Anil.

ANIL JAIN: Thank you, Donna. Three, four things I think is mandatory, which is required, at the time of application. Number one, the original

allottee of gTLD should only apply. Number two, the variants which they are applying should have RZ LGR which are available in that. Third, as we have already agreed that there will not be a separate agreement for the gTLD and the variant, so, basically, they should have the original agreement with them. And fourth, as Jeff has already said—and I think it is important that technically, and from security aspect and stability aspect, the registry should be able to explain to ICANN that they are able to handle.

This is one. Then I am coming to Jeff's point, that if a registry is applying for more than one variant at a particular time to ICANN for approval, then we should not take different applications. We should take one application. But suppose a registry is applying different variants at different timings. For example, variant one is applied at T1 and variant two is applied after six months or one year, then variant three is applied for maybe after two years. At that particular time, definitely, the system requires different applications. These are my points. Thank you.

DONNA AUSTIN: Thanks, Anil. Edmon, and then Maxim.

EDMON CHUNG: Thank you. I strongly agree with Jeff and I think I agree with Anil as well that it should be one application and also for applications that involve IDN variants that need to be activated, additional explanation at least to the application needs to be provided in terms of how they would be managing the IDN TLDs technically, policy-wise and operationally.

So I think that makes a lot of sense to me. I think that could be important. And it also reconciles with what the SSAC And Patrik mentioned in terms of what we need to really handle on the policy side of things. So this is one part.

And then on the cost side of things, I also agree with Jeff that it should be a separate discussion. We can of course talk about it together, but it's a separate issue itself. I think for how we generally envision it, it's a cost recovery kind of basis based on the round. And in the round, there would be applications that are more complicated and less complicated, but they pay the same fees. And I think that's something that's an important principle to think about. There are going to be applications that are more complicated or applications that might be less complicated, but they pay the same fee. So, the cost recovery basis needs to be considered there.

And additional thinking about as we can think about the cost is to make sure we do not make IDN TLDs a second class citizen or being forced to pay multiple amounts. There are languages, for example, Chinese, which I'm more familiar with, and I'm sure other languages as well, where the variants are needed without which the TLD is not complete. It is not like the registry would like to just have another TLD for fun's sake. We're talking about one in 20 or 5-10% of people actually accessing the IDN variant TLD. So it's actually part of the entirety of the experience. So we should not be penalizing those situations with multiple fees. And I think that's something that is important to consider, as we think about the cost.

DONNA AUSTIN: Thanks, Edmon. Maxim.

MAXIM ALZOBA: On contrary, if you have a set of variants, most probably it will have to pass special panel, etc. which is not required by single application for single string. And also creating situations where the applicant applying for set of variants pays the same fee for all variants is not fair for other IDN owners who have, for example, TLD in Latin script and in IDN, because they have to pay two application fees. So it all should be equal, because benefiting one particular party is not necessary in the interests of all. Thanks.

DONNA AUSTIN: Thanks, Maxim. So I think we have agreement that from a process perspective for a new gTLD round, is that one application for the gTLD and its variant set. And I think we've got it mentioned somewhere else about the need for an applicant to explain how it's going to manage that variant set. And that's come up again in this discussion. So we'll flag that here as well. And I see Sarmad has his hand up. So I'm going to go to Sarmad before I say anything else.

SARMAD HUSSAIN: Thank you, Donna. So I think there are three scenarios here. And I just wanted to bring those up so that we understand whether, quote unquote, we can take the same application process through all the three scenarios. The one scenario is that you are applying for a new gTLD and also a variant along with that gTLD. The second scenario is that you already have a gTLD and you're only

applying for its variant. So, that is slightly, I guess, different. And there are obviously other scenarios. So for example, you could be applying for more than one variant TLD at a time as well against basically a given gTLD.

So when we say there is a single process, it seems like the three conditions may actually ask for slightly different processes. So I was just, I guess, asking, would like a subprocess cater to all these scenarios? Thank you.

DONNA AUSTIN: Thanks Sarmad. I appreciate you calling them out. But for the purposes of what we've been discussing here, we've only been talking about what your first one was, so a new gTLD plus its variant, which is the second question within this question. So I think that's all we're talking about for now. And I think there is agreement that it's one application for the gTLD and its variant set. So it could be three labels or two labels or four labels. So I think that's all we're talking about here.

So one application for the gTLD and its variant set, and a note that the applicant will need to explain how they're going to manage that set so that the evaluators have some level of comfort that the applicant knows what they're going to be doing with IDN.

We haven't really discussed the first part of this question, which is what should be the process by which the existing registry operator could apply. so we need to have that discussion now. We have had some discussion around fees, and I think I'm hearing different things as it relates to application fees. But there's also other fees

within that. Once you become a contracted party, there are different fees associated with that. So we do need to come back to that fee question.

But I wonder, for now, can we have a conversation about the process by which an existing registry operator could apply for or be allocated variant for its existing gTLD? And if we can think about that from the perspective of—so there were no variants in 2012. That wasn't possible. We know that at some point—no, we don't know, we assume that at some point in the future, there is going to be another round opened up for new gTLDs. So I think one of the questions that we have here is whether an existing registry operator who wants to apply for a variant at a future time, whether that has to happen during an application round or whether it can be done outside of a round and whether that same requirement for providing a level of understanding that they can manage a set of variants would apply. So does that make sense to folks?

Okay, so I'm going to ask people to put their hands up and let me know what you think on process for existing registry operators. Sarmad, go ahead.

SARMAD HUSSAIN: Thank you, Donna. Just I guess for information, in a way, of course, we all know that when a TLD string, any gTLD string goes through a process, it allows for community to review that string and go through an objection process, string similarity review process, and of course, many other checks before the eventually

the string qualifies, of course, based on the process which the community has developed.

A variant, of course, even though it is administratively bound is still a string which goes into the root zone. So from a technical perspective and also from many other perspectives, it may still need to go through the same objection process, string similarity review, DNS stability review and so on at some point, I guess.

And the question, for example, is that would all the possible strings which are generated as variants, they will just go through each of those processes automatically, without even the application of the applicant? Or would they go through each of those processes if the applicant actually applies for it?

If all of them potentially, for example, can go through automatically, then of course, they are like pre evaluated. But the challenge, of course, comes that some applicant may actually not be intending a variant and a variant is just, quote unquote, accidentally generated because of the root zone LDR. And that's really not what the applicant really wanted. And because of that, applicant could potentially go into an objection process. So in any case, those are some of the things which could be considered by the group, thank you.

DONNA AUSTIN: Thanks, Sarmad. And maybe what you've raised is one of the reasons why Jeff said we need potentially a smaller working group on this. And I think it's one of those areas where it would have been helpful to have the SubPro IRT already operating, maybe it

would have been helpful to be able to have those conversations. Edmon, go ahead.

EDMON CHUNG: Thank you, Donna. A couple of quick response to that. First of all, I think there are actually questions later on that talks about the objection process and some of the processes that Sarmad was mentioning. But just quickly on the question itself, I think the whole concept of the IDN variant TLD issue is that whatever variant it is, it actually blocks—if there's any overlap in terms of variants or in terms of the primary TLD, it still forms a contention set or it still forms a situation whereby the latter TLD will not be accepted at all.

So by that token, it only makes sense that all those string similarity reviews and, string similarity reviews also against variants that are unintended and also against reserved names and all that be done in the get go. And also string objection processes and all those processes need to be done upfront, because whether intentional or unintentional, it ends up blocking the latter TLD whether it's a later round or in the same round it becomes a convention set.

So that process must be done upfront. And I think that is the spirit of the 2012 round as well, which is the reason why, if I recall correctly, way back then when we discussed why, even though there was not a variant process itself, applicants are asked to actually put in what the variants that they expect to be so that the string objection processes can actually take those into consideration as well. And string objection processes was open for all those particular reasons.

And I think the same principle could potentially be used and probably should not be changed. And in fact, that same principle should remain as in the entire set of variants need to be considered throughout the process, which means from the beginning.

So that's sort of my thought. But I think some of this is covered later on as well. I don't know if Ariel or others could perhaps confirm that.

DONNA AUSTIN: Thanks Edmon. Ariel, did you want to confirm or [inaudible]?

ARIEL LIANG: Yes, indeed, there's one whole part of the charter that discussed string similarity review, objection, contentions sets and all these details. Actually, let me just pull this up quickly. It's a topic. So let me just double check. It's topic E of the charter. So that's where we can discuss all these details in that part, and also the reserved strings. And that will be covered in topic E as well. So I just want to quickly confirm that.

And then Donna, if I may, I'll just want to quickly mention that question B4 is covering the timing and sequence aspects of the application process. And now, of course, it's asking two scenarios. One is existing gTLD applying to activate an allocatable variant label and then a future application for new IDN gTLD and its allocatable variant labels. So B4 is asking the timing and sequence for the application process. And that's kind of linked to

the D1B question. So I guess maybe that can be addressed together here. So I just want to quickly mention this.

DONNA AUSTIN: Thanks, Ariel. So I'm getting a little bit confused now, because I don't know whether that sequencing is related to once you've been through the application process and you've been evaluated as good to go, whether that sequencing is related to delegation, but maybe I just need to think about that for a bit. Hadia, go ahead.

HADIA ELMINIAWI: Thank you, Donna. And I have the same confusion, actually. So I thought that if it is an allocatable variant—now I'm not sure. But I was thinking how convenient is it—we never know when a new round is coming. And then if the registry actually has an allocatable variant, does it really need to wait for a new round? And how convenient is this? But again, I totally agree that any checks that need to happen need to happen. But again, I thought that allocatable variants are good to go.

DONNA AUSTIN: Thanks, Hadia. So I think that's something we just need to put a pin in and see if we can—because this is a little bit of a challenge. I don't know whether Dennis—whether you can provide context on these, but when you talk about a process, in my mind that means application process. And the B4 that Ariel referred to, to me, that was post application phase. But I could be wrong and I need to go

back and have a look at that unless Dennis can provide some clarity.

And then we've also got those additional questions which Sarmad referred to and I think Edmon referred to, that, later on, we will look at contention set resolution and things like that. So I think we've got some complexity in fitting our questions together, but if we can work through them as best we can and see where we get to. And hopefully we can marry some of this up at a later stage.

So I'm very, very conscious that we're four minutes before the top of the hour. I think we could have a conversation around [these] if folks wanted to weigh in on that one. I think we have some differences of opinion so I think we're going to have to come back to that and have another conversation. I think I'm hearing from some that it shouldn't be the application fees for each variant. And others are saying, well, why should it be a special consideration? So I think that's something that we're going to have to come back to, as well.

And it may be that at some point, we have to say we just kind of put this question on hold until we've dealt with something else. But now that we've had a chance to have a conversation about this, I think we can come back to this and try to understand where that B4 and topic E fits in with this. It is a little bit of a challenge. And I acknowledge that.

So I think we're two minutes from time. So I think we have answered the middle question here with a few question marks. And I think the idea is that for whenever the next round of new gTLDs is opened up, if an applicant is applying for an IDN gTLD

and with a variant set, then that would be one application process. So I think we've got that one.

So unless there are any other thoughts, I think we'll call it for today. And I don't see any hands. So thanks, everybody. Appreciate the discussion. And I noticed that we had Manal, one of our observers, in the other room. So regards to Manal and thanks for stopping by. Alrighty, we can end the recording there, Devan.

DEVAN REED: Thank you all for joining. I will end the recording and disconnect all remaining lines. Have a great rest of your day.

[END OF TRANSCRIPTION]