

---

DONNA AUSTIN:

Okay. Thanks, everybody. So, welcome to the RA/RAA Member call with ICANN Org for the 1<sup>st</sup> of December. So that answers your question Maxim. We'll move to a couple of things. There's three things that I think we want to discuss today. The fact that ICANN has moved to 3,000 milliseconds, we need to have a discussion around definitions and terminology. And also Rick's going to talk to us a little bit about a proposal for how we can make changes to the RDAP profile. So, if you can move to the next slide, please. And what we'll do first is just do a review of the table that Karla sent through to us yesterday or the day before. So next slide please, Zoe.

Okay. So this is the table that Karla sent through to us. As I said, we'll talk about the fact that they have moved from 2,000 milliseconds to 3,000 milliseconds in a minute. But I just want to go through this and see if everybody has any concerns about the table that Karla provided. And note that Karla did say in the email that, acknowledging that in principle support only at this point and agreement is contingent on any contractual language. So that's where that is.

And no worries, Jeff. We've only just started so you haven't missed anything. So, any concerns about this? We'll get to the 3,000 milliseconds in a minute, Maxim, but—and the RDAP profile, we'll do that separately as well. So, we'll come back to that one. So, next slide please, Zoe.

So, these are the items that Karla has identified as closed. I don't see any issues with these, but I just wanted to do a sanity check and just make sure that everybody else is on the same page and that it looks

---

*Note: The following is the output resulting from transcribing an audio file into a word/text document. Although the transcription is largely accurate, in some cases may be incomplete or inaccurate due to inaudible passages and grammatical corrections. It is posted as an aid to the original audio file, but should not be treated as an authoritative record.*

---

[inaudible]. So, does anybody have any concerns about this element of the table? Okay. Maxim, go ahead.

MAXIM ALZOBA: I wonder, what does it mean, WHOIS equal to breach and RDAP is equal to EBERO because breach is equal to EBERO in our contract. If you are in breach, you will have to go to EBERO eventually. So, I wonder, how it's different?

DONNA AUSTIN: So, I think Maxim, I think in principle, we're on the same page on this and I think Karla has used the shorthand here. Even if WHOIS is down once we've gone past the RDAP ramp-up phase, it won't lead to EBERO. So WHOIS will just be breached. Even though it may continue to be at an escalate, my understanding is that it won't go to EBERO once that RDAP is the primary service. So, I think it's a shorthand that Karla is perhaps using here, but that's what I think it means.

JEFF NEUMAN: Hey, Donna, do you want me to weigh in?

DONNA AUSTIN: Sure. Sorry. I'm just realizing that I can't see all the hands. Go ahead, Jeff.

---

JEFF NEUMAN:

Sure. So yeah, so Maxim, what's going on here is basically that, under our contract, if you get to the emergency threshold for WHOIS today or RDAP in the future, then an EBERO can come in automatically without going through any of the contractual processes of allowing for a Cure Period or anything like that. The EBERO just could automatically take it over. But what would happen in the future with WHOIS, with RDAP would be the same, that an EBERO could come in automatically after 24 hours.

But with WHOIS, ICANN would have to send you a notice of breach. You'd have 30 days or whatever to cure, then if you cure, that's it. If you didn't cure, ICANN, would then send you a letter of termination. And then you have the right to go to an independent party to arbitrate your dispute, essentially. And yes, an EBERO would eventually come in after the agreement is ultimately terminated if it were ultimately terminated. But the practical effect here is that a notice of breach for WHOIS would not trigger an EBERO, unless and until the point at which an agreement is actually terminated. Hopefully that helps.

DONNA AUSTIN:

Thanks, Jeff. Jim?

JIM GALVIN:

Thanks, Donna. I want to add a minor quick bit of context just for item 10, showing up on the screen there about the RDAP query reporting. Although, it's listed as closed there which is right, I don't have any issue with that. But just a reminder, we'd been holding back on our list here

---

this notion of adding clarification to what it means to create those queries and stuff.

So I just wanted to put that little bit there, but I don't think we've made any decision about it. This is the item where I keep saying it's an easy gift for us because it's just adding clarity to words that are already there. And it's something for us to keep in mind. This is them bringing this SSAC thing forward. I see it as related to that, and I just wanted to tie those things together just for context. Not trying to change anything at this point. Thanks.

DONNA AUSTIN: Okay. Thanks, Jim. Maxim?

MAXIM ALZOBA: I have a question. Do we have the same SLA for both WHOIS and RDAP or do they have separated SLA slots? It's important because if they're going to use the same slot, the same moment WHOIS going to breach, RDAP is going to be EBERO because the same slot used to full extent. Thanks.

DONNA AUSTIN: Jeff, go ahead.

JEFF NEUMAN: So, I'm not sure what you mean by slot. I mean, they're going to be separate SLAs. So, legacy WHOIS, SLAs will be the same as they are

---

today, right? The same availability, etc. And the return trip will be 2,000 milliseconds for registries, 4,000 milliseconds for registrars. And my guess is that the probes that ICANN has will test them separately. So that it wouldn't be the case that if—or wouldn't necessarily be the case that if WHOIS was down, RDAP is down or vice versa.

Yeah. So, Maxim, one of the things that—sorry, one of the things that we need to do when it comes to the terminology exercise, is to make sure that the term RDDS, even if we use that term in the collective, is not used with respect to the SLAs, that the SLAs need to be separated out by service and not use the combined RDDS term.

DONNA AUSTIN:

Thanks, Jeff. And Maxim, I'm pretty sure that the language that ICANN has used previously does separate them. I don't have that in hand at the moment, but when we've had these discussions, it has been separated. So, I think it's okay. But again, it is dependent on the final contract language so those things will be important. All right. So, anything else on the status document? Okay. Next slide please, Zoe.

Okay. So, I guess the big news from the email that Karla sent to us earlier in the week is that, ICANN has moved from 2,000 milliseconds to 3,000 milliseconds on the unauthenticated queries. And we had previously moved from 5,000 to 4,000. ICANN still seems to be concerned about the user experience.

And I didn't see anything in Karla's email that acknowledged or referenced the concerns that we raised last time we spoke about the contractual compliance element associated with any SLA so the

---

contractual relationships. So I'm just interested in people's thoughts on their response, I suppose, to the fact that ICANN's moved and whether we are feeling hearty and that we want to say that's tremendous and we'll go along with it. So Jody, to you first.

JODY KOLKER:

Thanks. So I guess my question is—and I'm not sure that it's been answered and I'm asking the group—what is the user that they're talking about? I'm still confused on the user, so that's my question. I think either to ICANN or to the group is who is the user in this case? Is this the data aggregators or is this the user that's at a website that is looking up a domain name? So I just wanted to bring that up. Thanks.

DONNA AUSTIN:

Thanks, Jody. I don't know that I have an answer. I can't remember whether we had that conversation. We may have, Jody, because this has been going on for so long, but off hand, I don't recall that conversation. Jeff, go ahead.

JEFF NEUMAN:

Yeah. Sorry. It took me a second there. Yeah, Jodi, they have never and will never define who that user is. They use it as like a ghost. It's the proverbial user that they will never define. What they'll say to you is, well, it's for everyone that uses WHOIS whether it's law enforcement or—they're never going to ... Honestly ... Or shouldn't say honestly. I don't think they actually know. I think, again, it's this whole debate has always been about optics.

---

And so, I don't think they're ever going to say that it's about the aggregators or it's about truly individuals. I think at the end of the day, regardless of what ICANN's answer to that question is, I know that obviously I can't answer on behalf of the registrars and I let them know today that—sorry yesterday. Yeah, yesterday we had a registrar meeting. I let them know that ICANN has now proposed this, but we do need to get feedback from the rest of the registrars to see if they'd be okay in moving even to something ...

I mean, this is just typical negotiation, right? We go down by 1,000 milliseconds. They go up by 1,000 milliseconds and at the end of the day, we'll meet at 3,500 which is ridiculous because it doesn't and will never have a rationale that we will ever agree with. So we just need to make a decision. Do we go to the 3,500 or even 3,000 or do we just hold steady and say there's no reason for it? But we do need to get thoughts from the registrars on it. So, I don't have any thoughts other than this just didn't seem—like this email, it's good that they moved, but I'm not sure it's going to sway the needle for the registrars.

DONNA AUSTIN: Thanks, Jeff. Maxim?

MAXIM ALZOBA: I think we shouldn't agree to 3,000 for two reasons. First of all, the current SLA is just a measurement made by a cloud of props made by [inaudible] which ICANN uses. So, basically, we are talking about customer experience of some server props which is weird. And the second thing, they justify 3,000 by RIRs. We told them that it's totally

---

not applicable. We have different data sets. We have way different budgets. We have different clients.

And the only common theme is the name of protocol. Even the fields are different. It's like saying that we're all using TCP/IP, that's why anything from one company is applicable to another company. So, I suggest we don't go to 3,000, because first of all, we will agree then that the ideas of RIR applicability [inaudible] for us. You don't know what they will try to bring next time saying, "Oh, by the way, RIRs do that." I suggest we do not agree to it for these couple of reasons. Also, it's not like bargaining against another 1,000, about couple of kilos of apples and trying to find the right price. It's not price. It's parameter of technical system. It doesn't work like bargaining on the bazaar. Thanks.

DONNA AUSTIN: Thanks Maxim. Jim?

JIM GALVIN: So, thanks Donna. I'm going to agree with Jeff here. I guess—I think that part of what you're looking for is, is what is our opinion here and what do we want to do here? I think as Jeff said, we're just at a standoff with them in terms of we want five and they want what they want. And so, the real question to us here is are we willing to go to 3,500? Because that's clearly where we're heading, 3,500. And I will offer the following. I'm certainly much more supportive of sticking with five and standing our ground. But I think that 3,500 is probably doable. But if I'm going to give up to 3,500, I want something in return. I don't know what that is just yet.

---

We're going to have to take a step back and look at this big picture again. I don't know if there's anything really to get out of this. I honestly suspect, for an unauthenticated query, frankly, it just feels to me like 3,500 is really reasonable. But I don't want to go there unless I get something for it. I'm prepared to stand our ground. I think we just have a difference of opinion with ICANN and we don't know what their motivation is for their opinion. I think ours carries more weight and we can hit the standoff with them. I'm prepared for that. Thanks.

DONNA AUSTIN:

Thanks, Jim. So, two questions. Jeff, the first one for you, when the 5,000 milliseconds was originally agreed upon, was that a hard conversation to have with ICANN? I mean, what was their position when you developed that SLA?

And the second question I have is, is it foreseeable that the registrars could hold firm on 4,000 milliseconds because that's what their current requirement is now? And the registries agree something different, Jim, whether that's the 3,500 or the 3,000, I don't know. But, putting aside the numbers, is it possible that we could end up in a situation where the registries are willing to move to—for argument's sake, let's just say registries are ready or willing to accept 3,000 milliseconds and the registrars are not. So that's a conversation I want to have as well. Is that a possibility? And Jeff, I'm interested to understand whether that 5,000 milliseconds when it was originally agreed to, was that a hard sell or not?

---

JEFF NEUMAN:

Yeah, thanks. So, it was initially because it was us talking with Francisco mostly. And I remember the discussions because I think I was in New York City, in a park taking one of the calls. And I remember Francisco fought us tooth and nail. But again, based on the same abstract principles that they're using today, but then Akram and Cyrus came in and just wanted to—especially Akram. Akram came in because we escalated it up to him and Akram just wanted to get it closed. So, Akram's like—he said, this during the call to Francisco while Francisco was on the call. He said, "Francisco, we're only talking about—" because I think Francisco wanted it down to four and we said five at that point. And Akram said, "You mean, we're fighting over a second?" And Francisco said, "Yes." And Akram's like, "I don't care. Five is fine." And then that was it.

And that's what got documented in the February, 2018 or `19, whatever that document was. I know Rick was on that call. So yeah, it was initially hard fought. It wasn't fought for that long but it was certainly hard fought but Akram who, I really respect him for this, just came in as the ultimate decision maker, heard the arguments and just said, "This is not worth it. Let's just put five." But Rick might have an additional memory of that.

RICK WILHELM:

Yeah. I'll chime in and plus one on that, Jeff. Because it got down to the fact that the existing SLA was four and we were offering that this is more complicated technically and new and unproven. WHOIS has been around forever. People have had—basically the same battery of reasons that everybody has come up with. And Akram realized that, I mean,

---

while he might not have wanted to give those things a lot of purchase, he certainly couldn't argue them all away very quickly. And he realized that he wasn't going to argue them all the way very quickly so he just basically said, "Let's get this done." So, yeah, plus one to what Jeff said.

DONNA AUSTIN:

Thanks Rick. Thanks, Jeff. My sense is that I don't know that we have an Akram that's going to be as practical as perhaps what happened previously. But I think it's really helpful for us to have that context on whether it was a hard sell or not originally. And I think it's important for us not to lose sight of the fact that this is the second time that ICANN's negotiating this as well. So, I'm not in any hurry, to be honest, to move off 4,000 on principle. But I don't know if that's the leg we want to stand on. Maxim?

MAXIM ALZOBA:

Just short notice, I suggest we do not let the idea of customer satisfaction even into our negotiations. It has so many implications in the end. We will regret that severely. Or at least start talking and—that ICANN has to confirm that we are customers of [their] and the customer satisfaction is equally important. And we'll start talking about it because it's the—like something which has two points where you can cut your hand. So we should tie it together.

DONNA AUSTIN:

Thanks, Maxim. Rick?

---

RICK WILHELM: Sorry. So, one of the things about an SLA is what happens when you miss it. And for the response time—for the uptime SLA, one of the key issue is that you can—for the availability SLA, of course, an EBERO trigger can kick in and you can lose your contract essentially. But for the response time SLA, my recollection is is that, it really only happens where you get evaluated at the end of the month.

And the worst thing that can happen is not an EBERO action but rather a "normal" compliance action. Is that everyone else's recollection also about how that works because if it is and maybe someone can either—is that correct, Maxim? Do you know?

MAXIM ALZOBA: When we had conversations with Francisco and other guys from his team, they told us that basically their SLAs from technical perspective works as like a running counter where each second is either good or bad and the counter clears itself in a week. So it's always seven days of history from this very second— I mean, from the current moment. And if in this frame, you hit—so effectively, it's quarter of month, not just month. Basically they choose the worst option and see if it's applicable. So when you hit your weekly limit, it's all over. Thanks.

RICK WILHELM: Okay. If they're enforcing the SLAs on a weekly basis, then that's probably a different kettle of fish because I thought that the SLAs were monthly and you could only have your enforcement kicked in if you missed your monthly threshold. But the thing that I was going to say is

---

that, maybe one of the things we need to look at is, rather than necessarily changing the SLA, is change what happens when we miss it.

And so maybe what we would do is to say, look, it's not—if they're going to make us stick us with 3,000 which we don't want which is a much more aggressive SLA for the registrars and not the SLA that the registries are looking at, maybe we say that it's not considered a violation—a compliance violation—unless you miss it in back-to-back months something like that. And maybe we focus on the other end of the SLA, rather than just what the performance threshold is. Maybe that's something to throw out for consideration for the group. Thoughts on that?

JEFF NEUMAN:

Sorry, Rick. Can you explain what you mean by the other end? Sorry.

RICK WILHELM:

So, the other end, right now it's that if you miss it in one month, you are subject to a compliance action, right? If you miss your response time SLA over the course of a month, you're subject to compliance action. What if we took the response time SLA, and rather than if you miss it in one month, the compliance action would only result if you missed it in back-to-back months. And so rather than changing it from a monthly SLA, it turns into something that's closer to a chronic failure SLA where it's over the course of 60 days, a rolling 60-day period. Thanks.

---

JEFF NEUMAN: Yeah. Thanks. Rick, you and I negotiated so many agreements together, we're actually thinking alike. Yeah, I mean, you could have a chronic failure or catastrophic failure SLAs where, if it dropped down to something completely outrageous like a minute, that could be a catastrophic failure or something like that. Or a rolling period is another way to address it. I don't think they're going to want to change the methodology of it. But it is certainly another angle we could try. It would just be a different methodology than all the other SLAs, which are—we do have other return trip SLAs in the agreement for SRS and other items so I don't know if they would do that.

DONNA AUSTIN: Go ahead, Rick.

RICK WILHELM: And so maybe we say, okay we'll do 3,000 milliseconds, but only if it's— it's only counted as a failure if we do back-to-back months. And if they want to do it on the normal 30-day threshold, then it's 4,000 milliseconds like we've got it now. Thank you and good night.

DONNA AUSTIN: Jeff?

JEFF NEUMAN: Yeah. We could modify that and say that if it's between three and five, then what you said happens, right? That you go to the next month and if it's still under whatever it was, then it's—oh, shoot. I'm not saying this

---

right. You could say that the SLA is whatever, but it has to average out in two months to be what you ... So that's your point that it averages out in two months to be below whatever the threshold is. But I do think there would be an upper limit, too. They would probably say, yeah, but you could actually do six seconds in one month and less than a second in another month and it averages out the better. So what I'm saying is, I agree with you, we would just have an upper limit.

DONNA AUSTIN:

So Rick and Jeff, this is a backstop idea but where I think we—I get the sense you want to stand firm on the 4,000 milliseconds for now. And if we're looking for a way to open the door to something that's more amenable, we could look at what's been called a chronic value model. Is that fair?

Okay. So, what we're discussing now is a contingency idea, but when we meet with Karla and Russ again, we're going back with we're sticking with 4,000. That seems to be the case, okay.

All right. Any other comments on this? I know we had a little bit of back and forth about whether ICANN has provided convincing arguments or not about reasons to shift to 2,000. They've never been convincing in our collective minds, I don't think, but I must say that Russ and Karla had pursued their own arguments pretty passionately. So I don't really ... I guess much of this is about optics, but for us it's not. We're looking at this from a contract perspective, so the two aren't gelling.

I guess I'll close this off and say we will stick to the 4,000 when we have our next conversation with ICANN and I don't propose that we would

---

get into the contingency chronic failure model during that call, but if it is getting testy, we can come back and talk about that amongst ourselves after the next call. Okay, next slide, please, Zoe.

So, this is one of the discussions that we had during the last call with Russ and Karla and we agreed that we need to get to some agreement on terminology and definitions. I know that one of the ... That there was some discussion that was going to take place amongst the Phase 1 IRT. And Beth, you're usually on the hook for this, but I just wanted to start off this conversation, Beth, whether there was anything that has come out of that definitions discussion in the IRT work that will be helpful to the discussion that we need to have on this.

BETH BACON:

Hi, Donna. Hi, everybody. So, the IRT met, but it was just contracted parties and we brainstormed a bit of a definition. We have not agreed on it as a full IRT. We have that meeting tomorrow afternoon after the registries biweekly call, I believe starting at 1:00. So, we can do a little more feedback after that, if that definition is agreed. But in principle, I think what's helpful is that we all agree across the IRT that there's no desire to amend the definition. It's just to come to a common understanding of the terminology and its use in the context of the documents that we're reading, as WHOIS is a technical spec or is it WHOIS as a colloquial term for all things?

So, we do have something for RDDS and we will float that with the IRT tomorrow. Tomorrow is Wednesday, right? Yes. So, I can provide more feedback then, if they agree, which I think would be helpful to present

---

something to ICANN that has more broad agreement rather than just what the contracted parties think is correct.

DONNA AUSTIN: Okay, thanks, Beth. Jeff, I don't recall seeing an email from you about terminology. So, I'll go to Maxim first and then I'll come to you. Maxim?

MAXIM ALZOBA: I have a question about the last item on this page, about SSAC advice. As I understand, they were trying to get out of us information about requests where our own probes are not counted. I think it will lead to [inaudible] where we will have to keep IP addresses because it was another thing about which ICANN talked in connection with SSAC [wishes] and it's a can of worms. So, does anyone remember what the last item is about? Thanks.

DONNA AUSTIN: So, Maxim, this was picked up from Zoe's notes. So, Zoe provides notes at the end of each call and this piece on SSAC was under the terminology definition hitting. So, I had assumed that it related to this topic, but now that you've mentioned—asked the question—I'm not 100% sure on that. So, the only way I could clarify is to go back and listen to the recording or look at the transcript.

Jeff, go ahead.

---

JEFF NEUMAN: Yeah. It was a long time ago I sent around a note looking at both the registry and registrar agreements as to where each term, RDDS versus legacy WHOIS, was mentioned. I'll have to go back. I can't remember if it's before I switched jobs or after, so I'll have to look at the archives but it will be on this mailing list. I don't know if there's an easy way for someone to search through the Google archives for emails that I sent out but it was ... When did this all start? When was Montreal?

DONNA AUSTIN: This started in August 2019. Jeff, now that you mention it, I do recall something. But I have your really. I changed organizations, so I don't have access to all my emails. But now that you talk about it, I do recall that you did actually go through that exercise.

Maybe if nobody else can find it quickly, we might have to ask Sue if she can have a look through the archives.

JEFF NEUMAN: Yeah, because if we can find that, then I can update it if there are any updates and I can send that around pretty quickly to help.

DONNA AUSTIN: Okay. So, can you just move to the next slide, please? So, this is ... I do have a bit of a look through previous documents for definitions and this is one that ICANN have used in the summary document and they had these definitions out of the SLA document, which I also couldn't find, Jeff, so I couldn't confirm.

---

When I went looking for definitions, relevance is all I could find. I don't know that that's helpful or today's discussion or whether we just put this one aside and see if we can find Jeff's email and then come back to that.

Okay, I'm going to say we'll come back to this when we've found Jeff's email. I don't think there's any great urgency with this.

So, Sue, Jeff is saying around the time of the Montreal meeting, which would have been October 2019, I think.

So, let's move on to the last thing I wanted to talk about today and that's the RDAP profile. So we can go to the next slide, please, Zoe.

So, this is something that's come up in the conversation with Russ and Karla and they just want a way to update the profile without having to go through contractual amendments.

Rick, I'm going to let you provide the context and introduce this and then we can have a discussion. Jeff, is that a new or an old hand? Okay. Rick?

RICK WILHELM:

Thank you, Donna. So, this is a slide that we put together that looks a lot fancier than it is. It's really just well-formatted blurbs out of an email.

So, what we're looking at is a way to be able to update the RDAP profile in a repeatable and structured fashion and have the work on the RDAP profile being done by people that are technical experts and involved in the RDAP world and really not be subject to being I guess too much

---

influenced by the outside because this is a technical document. But also have this be something that we can use out in the future. The RDAP profile was written by the RDAP Working Group—actually, by the RDAP Pilot Working Group and then it was turned into the RDAP Working Group. And that operated basically under some letter agreements that went back and forth between ICANN and the stakeholder groups, and of course that started because the original RDAP profile, which ICANN wrote unilaterally, was basically similarly rejected by the contracted parties as being unworkable, so then the contracted parties got involved and that's where this cooperative approach started.

So, what we the contracted parties foresee is a need in the future to update the RDAP profile to adapt to new consensus policies, maybe some IETF standards changes as they come through, and then also implementation [inaudible] and things like that.

ICANN of course doesn't want to have to go through a full contractual amendment process to get this done, and the RDAP Working Group is obviously the logical place to get this done.

We looked at possibly chartering the RDAP Working Group inside of the Registry Stakeholder Group which has a mechanism called an Interest Group. From what we've been able to tell, there is no such parallel capability inside the Registrar Stakeholder Group. We also looked at chartering it under the GNSO. That wasn't very feasible.

So, what we're looking at doing now and proposing is to develop some sort of a chartering document for the RDAP Working Group, lightweight document that just sort of memorializes, as you can see there on the

---

right-hand side of the slide, purpose, membership, working methods, etc. And then capture the function of the RDAP Working Group by a set of letters that go back and forth between the Registrar Stakeholder Group and the Registry Stakeholder Group to ICANN Org. And then, what it does, is it basically would tell ... It would basically have ICANN Org commit to including members from the RDAP Working Group, one each from the Registrar Stakeholder Group and the Registry Stakeholder Group on any IRT that needs to modify the RDAP profile in the future, and then also have the IRT delegate the work to modify the RDAP profile out to the RDAP Working Group and basically establish a cooperative relationship between the RDAP Working Group going forward. And then it would also have the commitment from the Registry Stakeholder Group and the Registrar Stakeholder Group to operate the RDAP Working Group according to the charter and to support the IRT.

Then, while it doesn't say so here, really it would also commit the Registry Stakeholder Group and the Registrar Stakeholder Group to abide by the updated RDAP profile as it gets produced by the RDAP Working Group.

So, that's really a thumbnail of what we're looking at. It's a lightweight lowercase "c" chartering mechanism that would have the RDAP Working Group operate as a way to ... It would basically be reconstituted or spun up anytime that it needs work for an IRT. But other than that, it would largely lie dormant, I believe, because there really wouldn't be much for it to do once we get into normal working mode, other than wait for some sort of an IRT to spin up that might have impact on the RDAP profile. So it's sort of a quick summary. Happy to take discussions, questions, or comments.

---

DONNA AUSTIN:

Thanks, Rick. I just wanted to add that we did have some conversation around the need to find a hook for the RDAP Working Group some place for it to sit. So, Rick and Sam did a lot of the conceptual work and then we had further discussion about it.

When I went back and had a look at how the RDAP Working Group was spun up initially, there were a number of letters between Paul Diaz, who was chair of the Registry Stakeholder Group at the time, and Akram as head of the GDD that lead me to believe that we have precedent that we can do this under ... As Rick says, just when we realize this process through an exchange of letters between Ashley and Sam as the chairs of the Registry and Registrar Stakeholder Group and probably Russ as the VP of GDS or whatever it is now. And I think that's a reasonably simple way to do it. I think it overcomes or it will address the concerns that Russ had. And I think it's a reasonably straightforward path forward.

And also to note that the RDAP Working Group has been in existence for, what? Two years now, Rick? If not longer. So, with that in mind, I think it already has standing. It's often referenced by ICANN and other groups so I think it's fair to say that the RDAP Working Group already has standing within the community and the charter will formalize that, which I think will be helpful. And then we can memorialize the mechanism, I suppose, through the exchange of letters. So, Jeff?

JEFF NEUMAN:

Yeah, thanks. So, because this would essentially amount to things that update our contract, would we put something in the amendment that

---

would say that we acknowledge the existence of this group and perhaps the charter and that the registries or registrar—the signatory—to the amendment agrees to be bound by deliverables from this working group to the extent that they are incorporated in the implementation of a consensus policy? Is that kind of what you’re thinking? It needs to be incorporated contractually in some way. And if you want me to give you some thoughts on that, I can maybe add that to this proposal. Because I don’t think they can completely be an exchange of letters. I think there needs to be a contractual hook.

DONNA AUSTIN:

So, Jeff, I think certainly my personal thinking on this is no because the contract will be amended to say that the RDAP profile can only be amended by way of the consensus policy and the IRT is a mechanism to implement the consensus policy. So that’s the mechanism we’re using to update the profile. But I’m, Rick, interested to know whether you’ve had any thoughts about that. But, Jeff, I think it’s certainly something we need to think about in how that plays out or, in some part, depend on the language of the charter and also what goes into the exchange of letters. So, Rick?

RICK WILHELM:

Thanks, Donna. I’m sort of of two minds on that. One is if we put it in the contract, it might make the contract too brittle. But yet we need to also have enough language in the contract to properly authorize and make sure that changes that are done to the profile have teeth and are tied into the contract.

---

So, I don't exactly know where that sits and we probably need input from ICANN's lawyers on that, too, right? But one concern I would have is making the contract too brittle by making it ... Well, you understand what I mean, right? Thanks.

DONNA AUSTIN: Thanks, Rick. Jeff?

JEFF NEUMAN: Yeah. So, the purpose is not to make the contract brittle. I totally understand that. Right now, the contracts give some authority to the Registry Stakeholder Group and the Registrar Stakeholder Group, respectively, to negotiate agreements—or to negotiate amendments—but they don't allow the stakeholder groups to delegate that authority elsewhere, which is essentially what you're doing with the exchange of letters.

So, perhaps something in the amendment, again, just acknowledging the authority of this profile group to help operationalize ... We can work on the language to not make it brittle, but there does need to be a little bit of a hook whereby the signatory is granting some level of authority that can't be given via an exchange of letters between the chair and ICANN.

DONNA AUSTIN: So, Jeff, I guess my question is how do amendments take place to the registry agreement in terms of IRT, the way that an IRT plays out? Because this is ultimately just ensuring that the IRT is seeking the

---

expertise of the RDAP Working Group as the body responsible for the development of the profile, so it's really just going to additional expertise. Whatever recommendations or implementation comes out of the IRT, that's what affects the contracts. I don't know if I'm making myself clear.

JEFF NEUMAN:

I understand what you're saying. And this is going to sound weird. ICANN could implement a consensus policy and have contracted parties be bound to that without involving, in theory, anybody else, as long as it's following its bylaws, whatever.

But if we're throwing another group in there into the mix ... I guess the argument you're making is, because ICANN could do it by itself, why couldn't ICANN do it by itself with the addition of some more friendly people to make sure it's okay? But that's not how it would work legally, even though it sounds counterintuitive. Legally, you would still have to empower someone other than ICANN to make that decision or to negotiate on your behalf, things like that. Now I'm not the one who's sounding as clear as I can.

We can draft a very lightweight hook, which I think ICANN would probably appreciate as well having that hook in there.

DONNA AUSTIN:

Okay. Thanks, Jeff. Maxim?

---

MAXIM ALZOBA:

I wonder why don't we say that, whatever this group comes with needs to be reconfirmed by CPH—I mean ExComs—and that the group is composed of at least two persons from registries, one from registries, one from registrars who serve as representatives and can be replaced by CPH, so we don't have a situation where some person was selected and then basically goes mad and accepts some weird things. Thanks.

DONNA AUSTIN:

Thanks, Maxim. The Devil is going to be in the detail, right? So we have to develop the charter. Or when I say we, Rick, the charter has to be developed for the RDAP Working Group and I expect that there's quite a bit that happens now that will be pretty easy to put into that charter. The important piece that we're trying to deal with here is, to ensure that ICANN seeks expertise through an IRT, which is the mechanism to implement consensus policy, where there is consensus policy that is going to impact the RDAP profile, that the IRT seeks the expertise of the RDAP Working Group and that expertise would come from providing two liaisons that can follow the work, and at the point in time where they decide that work has to be done on the profile, whether it's separated out and done by the RDAP Working Group, and then it would need to be fed back into the IRT.

So, I think the idea is to try not to make it too complicated but, Maxim, I take your point about having some kind of control over it, I suppose. Hopefully, that's something that can be included in the charter. But again, RDAP Working Group has been working pretty well of its own volition without a charter today. So we don't want to over—I don't even know what word I'm looking for. But I don't want the RDAP Working

---

Group to become to onerous because of a charter that was being developed for a specific purpose.

So, I think there's a lot of factors we need to take into account and the Devil is going to be in the detail in the drafting. But I think, as a concept, I think this idea that Rick and Sam have developed, I think it works. I guess we've had some detailed discussions, but if people are comfortable from a context, overarching idea for this proposal, then that would be good to understand.

But again, it's a little bit like we said to ICANN. Agree in principle, but once we see the language, that's when we will sign off on agreement. So, does that sound okay to everybody as an idea? I guess, in terms of running this by ICANN, we can have the same kind of conversation with them next week. So, Rick, I guess we could speak to the same slide and get ICANN's initial thoughts, and then if we're on the same page, then it would make sense to move forward. Jeff, go ahead.

JEFF NEUMAN:

Yeah. The only part I'm not convinced about is memorializing it through an exchange of letters with the CPH and ICANN Org.

DONNA AUSTIN:

So, Jeff, maybe what would make sense and the reason I thought this was a good idea is because a lot of the work that has been done by the RDAP Working Group has actually been memorialized through an exchange of letters with ICANN. So, that's why I think it makes sense.

---

But if there's another mechanism to do that, then fine. But we can certainly discuss that.

JEFF NEUMAN:

Yeah. The reason it's a little different is because we're now incorporating the profile directly into the contract, and as we do that, then I don't think an exchange of letters between someone who's not a party to the contract actually has the intended binding effect. So, like I said, the concept in general about this operation, having a charter, operationalizing it, appointing members I think works. I think it's really a small hook in the contractual language rather than this exchange of letters might do the trick.

DONNA AUSTIN:

Jeff, maybe it's both. Maybe we need the exchange of letters just to acknowledge that the RDAP Working Group exists and that it has these different purposes. And also that we need a hook into the contract. I think maybe it's both. To a non-lawyer, Jeff, there's not much difference between an MOU or an exchange of letters. But that's neither here or there.

I think we're okay on the concept and we'll discuss it with ICANN next week and see if that works for them and then we can move forward.

Okay. So, we do have 90 minutes set aside for this call, but if there's nothing else that anyone wants to discuss, I think we can call it.

So, I expect we'll have a conversation with Russ and Karla next week and we will talk about their move to 3,000 milliseconds. The definitions

---

piece—so Jeff, we'll have to find your previous work on that and, Beth, we're also waiting to hear back on where the IRT gets to. And then we'll discuss this RDAP profile within as well. Jeff, go ahead.

JEFF NEUMAN:

Yeah, thanks. So, on the document, I think we sort of found it. It was a Google Doc. So, I'm going to go to that. I can start with that document and clean it up to get rid of some of the parts that are no longer relevant or that we're way past that. I think I can work from that. I think that's what it was.

DONNA AUSTIN:

Okay. Terrific. Thanks, Jeff. Okay, thanks, everybody. We will talk to you next week with ICANN. You can end the recording now.

**[END OF TRANSCRIPTION]**