
SUE SCHULER: Thanks, Julie. Okay, Karla.

KARLA HAKANSSON: Hey, everybody. It's Karla Hakansson from ICANN. Just to get everything started, it sounds like we have the consensus in terms of a quorum, agreed by Donna and Graeme. Yes?

DONNA AUSTIN: Correct.

KARLA HAKANSSON: Thank you very much. Got it. Thank you. Okay. Let's go ahead and get started. There were a few action items that we've had—and I'm actually going back to our discussion from 10 December—and that is a discussion about ICANN to discuss about searchability. We had an action around the profile where Jeff and Rick were going to come back with some proposals to this group to talk about version control around the profile. Also, we had sent over an email following our last conversation on the 7th of January about the defined terms in the matrix.

I will say, as far as the item around searchability, I'd like to take that and at least table it until we get into the discussion with the proposed update in the registry agreement. I may be making a terrible assumption here, but I know this group has had a conversation without staff for the last couple of weeks and maybe you have some additional thoughts on that.

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So, let me pose the question to this group maybe, Donna, Graeme. Do you want to talk about these open items currently or do you want to make that a part of the open discussion?

DONNA AUSTIN: I think they will become part of the open discussion. I think searchability is probably one that we agree to set aside [inaudible] as well but I think the other items will work into this conversation today.

GRAEME BUNTON: I think that's my hunch, too.

KARLA HAKANSSON: Okay. All right. Any other topics to cover before we start getting into the open discussion? Russ, you've got your hand up.

RUSS WEINSTEIN: Thank you, everyone. Thank you, Karla. I had one, actually, about the first thing we do in this meeting, which is recording. I think we should question: do we really need to record these sessions? Our experience historically has been that recording negotiations is not typical. We definitely appreciate the need to capture notes and for both sides to take notes and circle back on discussions and things, but not really sure of the value of recordings and if we want to have recordings because they're just one more artifact of things to have to manage in this world of data management. So, I wanted to ... Our preference I think is to not record them and we'd want a strong reason to record them.

GRAEME BUNTON: Thanks, Russ. I feel like we've talked about this previously and had decided on recording, but I think we would need to think about that a little more than decide on the fly because I think we used this as an accountability mechanism for everybody and as a reference. I don't know that anyone here finds this a chilling effect from the recording, though. So, I would be inclined to leave it.

Also, given that we are often missing people to participate and they need to go back and go through some of this, it seems useful. Are you looking for a decision on that right now?

RUSS WEINSTEIN: I think I agree we did talk about this at one point and just encouraged to revisit it and make sure it's something we all want and need from our side. I think it's something you guys can talk about some more. I think the context of what we're negotiating also is a little different than in some contractual negotiations. But my experience historically is we don't record contract negotiations.

GRAEME BUNTON: I haven't been in a lot before. I think generally the vibe from my backchannel is we should record but we'll talk about it some more and discuss. And I think I heard Donna chip in there.

DONNA AUSTIN:

Yeah. Thanks, Graeme. And thanks, Russ. Russ, you're probably right as it relates to bilateral contract negotiations, but I think in this instance where we are really having a discussion that will ultimately go to our respective members and also end up with those that aren't actually part of our membership voting on it, I think it's probably more important that these discussions are recorded.

So, I can certainly understand that if it's a bilateral contract negotiation, that there is no record, with the exception of maybe notes are taken, but I don't think we're talking about the same thing here. I think it's quite different.

I don't remember with the last RA amendment whether calls were recorded. Probably I remember some sessions that were face to face that probably weren't, but I don't know what we did in terms of those that were conducted over the [inaudible] conference.

RUSS WEINSTEIN:

Thanks, Donna. The feedback I have from my side is, no, the previous global amendment was not recorded [inaudible] reasons, but they were not. So that was kind of our anchor point, I guess.

KARLA HAKANSSON:

Okay. I've taken it as an action item. I think one of the things we also need to talk about is our next meeting. We were originally scheduled to come back together as a group with staff next Tuesday on the 4th. I don't know if that leaves enough time for you guys to have that conversation with your teams, Donna and Graeme. So, let me know if

that is something that is doable to come back and give feedback on that point next week or if you need a little bit more time.

DONNA AUSTIN: I'm sorry, Karla. Which point was that?

KARLA HAKANSSON: About the recording of the sessions.

DONNA AUSTIN: Yeah. Sure. We'll take it back and have a discussion about it. Obviously, we can't make a decision now but I think you're getting a pretty good sense from me and Graeme where we think this is going to land.

KARLA HAKANSSON: Yeah. Got it. Thanks. All right. Well, let's move on. The next topic in the agenda was really more—

CATHERINE MERDINGER: I actually have a quick question just about sampling.

KARLA HAKANSSON: Yeah.

CATHERINE MERDINGER: So, you said ... I know we took last week off when we messed up the schedule, but we are back on the original schedule, so we're meeting with ICANN staff two weeks in a row?

DONNA AUSTIN: I think that's a TBD, [Kathryn].

CATHERINE MERDINGER: Okay. Thank you.

DONNA AUSTIN: Thanks.

KARLA HAKANSSON: Okay. We'll put that as an action for the end of this call to see where we land on that one. I think at this point I'd like to hand it over to you, Donna or Graeme. You tell me which as far as the open discussion I think to get some feedback on the discussions you've had as a part of your group over the last couple of weeks.

GRAEME BUNTON: I have to bail on this call early, so it's probably Donna again. Sorry, Donna. Thank you, Donna—to walk through some of this. But I think what we're going to try to do here is talk ICANN through a bunch of the changes that we've made as we've red-lined some documents to gather some feedback on that.

KARLA HAKANSSON: That's great. All right. The floor is yours.

GRAEME BUNTON: Do we want to just [inaudible] Jeff and start with our—

JEFF NEUMAN: Donna, I can start with your first ... The thing you sent around as the first issue, definition.

DONNA AUSTIN: Yeah. Can we, just for Karla and Russ's information, we have met twice and we've been through a process of what's in the RA and what's in the RAA. What we've got here is three issues that we think we're on the same page about and that's why we've identified these three that we think we can usefully talk with you about today and maybe see where we get to. Then, Jeff, I'm happy to hand over to you.

JEFF NEUMAN: Okay. Thanks. This is Jeff Neuman for the recording, for now. The first topic that we talked about—and it came up a couple different times when you look through both the registry changes and the registrar changes—there seems to be a desire from ICANN to try to lump all of the different types of, for lack of a better word, WHOIS services under one definition or under one term in order to sort of use them

interchangeably. But I think as we go throughout the document, we see areas in which we believe that they should be treated differently.

So, I think somewhere in there you have replace all of the RDDS with the term WHOIS and then put in RDAP under the term WHOIS which sort of lumps everything together. For a couple of reasons that will come up during this call and future calls, we don't think that lumping all of those in together is going to work because we think that they have different implications, one of them being the traditional WHOIS services and we're talking about transitioning that out. The other services may be different SLAs. There may be different implications. So, we think just in general that each term that we use in there to be uniquely defined so that any confusion or ambiguity is removed.

And of course, we also need to consider those definitions as they are used in the rest of the agreement. So, I think in one place, for example—and this is I think in the registry one—it says, “For the purpose of this specification, the term, whatever it was, means this.” But that term is actually used in other specifications or in the main agreement and then there's confusion as to whether we use the same definition or a different one.

So, there was a lot of talk during these past couple meetings on making sure that when we use a particular term, we know exactly what it's referring to, which SLAs refer to that one, which other requirements refer to other ones. So, as we go through this, you'll hear reasons why we don't want to necessarily use the same definition.

So, I'll stop there and see if there's just any questions. I know it's a fairly high-level comment but you'll see it play out.

KARLA HAKANSSON:

Thanks, Jeff. It makes sense so far. I think the devil, as they say, is going to be in the details as we look at how you're proposing to manage this.

JEFF NEUMAN:

Yeah. Maybe I can give an example. I'm just trying to look through. Okay. So, if you're in the—and I should be in that document, too, and I'm not. The registrar document. There's a place where it says, essentially ... Oh, I was in the registrar document. Never mind.

It basically says two different things. At one point, it says ... In one place, under registration, RAA Registration Data Directory Services WHOIS specification in that section. It says Registration Data Directory Services or RDDS refers to the collective of WHOIS services and RDAP services as defined in the specification. But in the previous, in the WHOIS accuracy specification, you've also said—so I'm jumping backwards here. It says, "Change all references from WHOIS to registration data." So, that's kind of confusing because in one area you are basically saying ... In the first instance, you're saying change all references to WHOIS to registration data. Then in the second place, you're saying RDDS includes the collective of WHOIS services. So, it kind of left us scratching our heads a little bit.

In addition. To the extent that you ... If you look at the very beginning of that section, in RAA Section 3, Registrar Obligations—that's the bold

section above the WHOIS accuracy we're talking about—it says, “Registrars provide RDAP services for all gTLD registrations sponsored by the registrar.” Then it talks about providing Web-based RDDS services for all gTLD registrations sponsored by the registrar.

If you combine that with what it says below, which is to have RDDS be the collective of WHOIS services, you can interpret that second bullet to mean two different things.

The second bullet, which we think what you mean is that you want us to continue providing Web-based RDDS for all sponsored gTLD registrations sponsored by the registrar. But you also ask later on that we have some sort of Web-based RDAP. We'll talk about that separately. Currently, though, registrars are only required to provide Web-based RDDS services for gTLD registrations that it sponsors in a thin registry. But for thick registries, it doesn't have to provide its own instance of RDDS, right? It can and it does. A lot of registrars do rely on referrals to the registry WHOIS. But if you read this second bullet, in conjunction with all the changes to the definition, what it's now basically saying is not only is ICANN asking all registrars to have its own instance of RDAP, but it's also asking each registrar to have its own instance of the legacy WHOIS Web services.

I don't think that was what was intended. Maybe it was. In that case, we need to talk about it. But you get a lot of confusion as to when you keep changing around definitions and how it's being used.

KARLA HAKANSSON:

Okay. Thanks, Jeff. I appreciate that. Russ, you've got your hand up.

RUSS WEINSTEIN: Yeah. Thanks, Jeff. So, I guess we understand the source of confusion there. I think, to your point, maybe rather than try and do these definition items, let's talk about [feature] functionality requirement part by part and let the contract writing wait until the end after we have agreement on principles and things to that effect. That's kind of what I'm hearing in my suggestion. Does that work? Because it's equally hard for us to follow all these different mini-points you made within a larger point.

JEFF NEUMAN: I'm sure. Yes. Yeah, that does make sense. But I think as we go through this, we're going to need to be, when we talk about the functionality and the features ... We're going to need to talk about, okay, does this apply to the legacy Port 43? Does this apply to the legacy Web-based? Or does this apply to the new RDAP? As we go through these discussions, we just all need to be on the same page.

RUSS WEINSTEIN: Yeah.

JEFF NEUMAN: Then, as you said, the writing will come after that.

RUSS WEINSTEIN: Right. I 100% agree. I think that's really important and we probably need to have that check in every time we talk about [feature] function. Which of these things are we talking about? When do they apply? That sort of stuff. So, good. We're aligned.

JEFF NEUMAN: Okay. And I don't know if I ... Is that just the three? I don't know if there's more than three different ... If we want to separate RDAP also into the ... We separate RDAP into the two parts [to write]. Just providing the RDAP service and then the second part, which I know you'll—and we—want to discuss, which is this note of how, I guess, a user interface or ... I don't know how to generically say that other than usability I guess, which is not necessarily the same thing as when we talk about RDAP.

RUSS WEINSTEIN: Right.

JEFF NEUMAN: That's almost like four different parts.

RUSS WEINSTEIN: Right. Okay. Probably wise to keep it as [four] until we agree on something different.

JEFF NEUMAN: Yeah. Okay. So, that was the definitions.

KARLA HAKANSSON: Before we leave that entirely, it almost sounded to me ... Maybe I missed, didn't hear correctly, but was there a recommendation from the team as far as how you'd like to move forward with those definitions?

JEFF NEUMAN: At this point, I think Russ has it right, where we should focus on the features and functionality, and then once we're done, if we need definitions to cover situations, then we should work on those, at least with respect to things like trying to combine elements.

Now, we are going to need a definition of what exactly RDAP means, so there are some definitions we're going to need sooner rather than later. But for things like include RDAP services in the term RDDS or remove traditional WHOIS services, that label, and put this label in instead, those types of things I think should wait until we're finalized on all the features and functionality.

KARLA HAKANSSON: Got it. Okay. I didn't want to [inaudible] that point until we ... I wanted to make sure that was covered. Okay, good. All right. Back to you. Thanks.

JEFF NEUMAN: Okay. Thanks. So, the second one—and I'm probably going to turn this over to Jim if he's—or Rick. Sorry. Jim and Rick, both of you guys because this is more dealing with just the management of the profile

and where we see the RDAP profile now and why we think we're in a little bit different of a place than when we started the original discussions because now we do have the profile substantially done.

I don't know who wants to take it, Jim or Rick? I see Rick. Cool. Thanks, Rick.

RICK WILHELM:

Sure. Thanks, Jeff. I'll start off and then, Jim, you can certainly come in with points that I fail to make with sufficient clarity.

So, one of the things that we, as a group, were talking about was that we had general agreement that anytime we talked about change control, we talked about reasons that the profile might need to be changing. So, there was general agreement that the profile would need to change in response to consensus policies, so that the profile might change as a result of output from consensus policies or reaction to keep up with consensus policies.

So, an example of that would be changes coming out of the EPDP Implementation Review Team. Phase 1. We're almost certain to get some changes coming out of that, so there would be changes dictated by the work that's done out of that.

Then, as we thought about other reasons that the profile might change, we really didn't have any others that would come up because any others that would come up really generally fell under the umbrella of keeping up with consensus policies because some of the reasons that it might have to change might be also in response to IETF changes, but

that would also already fall under consensus policy standards. So, we didn't really see any other reasons why the profile might need to be changing other than keeping up with consensus policies.

So, one of the things that was previously being contemplated was the policy—the concept—that we would have to have a mechanism to allow the profile to be amended by something like an endorsement by the contracted party house that is by the stakeholder groups.

But as we thought about it and considered possible options of situations where that might come up, we really couldn't find any situations where that would come up that would not already be covered by the policy compliance.

So, therefore, we actually don't see at this point the need for an extra contractual mechanism that's different than the consensus policy mechanism that would exist to change the profile already.

And we note that other areas, like DNS, WHOIS, escrow and things like that don't have some sort of a mechanism that's separate from the policy compliance mechanism that would allow any of their specifications to take place, take changes. So, therefore, we really don't think there's a need right now to have any sort of a mechanism other than just the mechanism of allowing the profile to change in response to changes to consensus policies.

Hopefully, I summarized that sufficiently. Jim, please feel free to improve upon that if you can. Thanks.

DONNA AUSTIN: Jim has noted in chat that he's all good with what Rick has stated. So, I guess, Karla and Russ, if you have any response to that.

RUSS WEINSTEIN: Yeah. Thanks, Rick. We've been doing some thinking about this as well, especially kind of similar things have come up in our minds as yours, and I think there's one we can probably agree on and close out. Let's not over-complicate this. I think we were trying to simplify, but I think it ended up going down an over-complicated path. So, let's focus on locking in the concept that RDAP is controlled via profiles and will lock in whatever their current profile is at the time we're ready to do this amendment. Then future updates should be either based on consensus policy or if we need to amend the contract, we'll amend the contract [inaudible].

We really don't see a need ... Like you guys, we don't see needs to keep evolving the profile, other than to keep pace with consensus policy and we already have a mechanism to do that. Let's not create a new one here. So, I think we're aligned on this one. Thanks for thinking it through. I'm glad we ended up with a good solution that we both agree on.

KARLA HAKANSSON: Thanks, all. I'm just putting this into our log so that we have that. So, I think that we're good there. Is there a next topic, Jeff, that you were going to cover following the profile?

JEFF NEUMAN:

Yeah. Sorry, I was not expecting it to be done so quickly. Okay. Sorry, let me just pull up the list here. So, then there's ... It's sort of related, I guess, in a way is the discussion about the SLA review. So, there was a provision in the original document that we agreed to and also in the draft documents about we need to have a discussion about the SLAs and the cadence of how often we review that.

We had a discussion within our group—actually, this came up both times that we talked—and I think what we intended from the SLA review was really just similar to what the, I think it's PTI that has a set of SLAs and then there's reporting on it and then there could be discussions between ... In the PTI sense but applied here, review this as not discussions where we have an eye towards changing SLAS, but just more towards an eye of how we're doing as an industry against the SLAs.

So, it seems to be sort of reflected in your newer drafts that we were [needing] to change these SLAs, but in our minds it was really just needing to discuss our performance against the SLAs, what as an industry, if for some reason we weren't all performing up to the SLAs, what as an industry we can do?

But similar to profile changes, we didn't think that changes to the SLA should be made other than through the consensus policy process or through the normal negotiation process of the agreements. So, that was our discussion on it.

KARLA HAKANSSON:

Thanks, Jeff. Russ, do you want to chime in on this one?

RUSS WEINSTEIN: Thanks, Jeff. I think that's a good way of thinking about it and I think we're in alignment of once we agree on the SLAs for this contract, you're right, we shouldn't meet periodically and try and improve them in the contract unless there's a real need to do so for the industry.

But having an encouraging mechanism in the contract to revisit them or to meet and discuss them and evaluate performance overall seems fine. Or seems something we can be silent about, frankly, in the contract itself. I don't know. Maybe it's good for both of us from an optics perspective to have that, and good for us from a commitment standpoint to be committed to doing this.

But I think you're right that we don't need a contractual mechanism to review and discuss an amendment contract over and over again about SLAs.

To be clear, I don't think we're yet fully aligned on what those SLAs need to be for the contract. But in terms of evolving them over time, I think we're aligned with your perspectives.

JEFF NEUMAN: Okay. So, maybe we should start the discussion about the expectations, because I think as we were negotiating that document way back women last year—about a year ago I guess that it was finalized—we had anticipated those SLAs to be the final one. But if you're not, it would be helpful to know what your thinking was if you're not aligned with those. I don't know if you're ready to address that now or if you want to save

that for the next time, but I think it was our expectation that we set the SLAs and there weren't any additional ones, but it sounds like you may have some other things in mind.

RUSS WEINSTEIN:

Yeah. Thanks, Jeff. I think we did agree on an initial set of SLAs for the purpose of getting RDAP launched and they're memorializing that document from February of last year.

And I think we're overall pretty comfortable with almost all of them except the query round trip time. So, this is a lookup of one distinct set of data—one domain name or one whatever the other type of queries are [inaudible]. I don't know. And the response time for that, essentially.

WHOIS is at 2,000 milliseconds, and for this RDAP document, we established it I think at 5,000 milliseconds. And I think our position is that's fine as a starting place to get all the contracted parties launched in RDAP, and with good experience, using RDAP and we're not trying to [inaudible] folks as we get RDAP going. But when we talk about retiring the WHOIS system, which has that 2,000 millisecond level of response time, we would expect to see an SLA for RDAP equal or better to that level if we're introducing better technology.

So, that's our general opposition. We don't have to debate it here. We can circle back to that as a point of debate or a point of negotiation and hit some more things or we can keep going on this. But that's the general [position].

JEFF NEUMAN: Okay. Is there anyone in the queue? I think, Russ, just before people start, if they want to speak, I believe that I looked at it just a week ago, so I'm hoping I'm still right, but I think the Registrar Accreditation Agreement has that at 4,000. I think it's the registries might have it as 2,000 for the legacy but I believe the registrars have it at 4,000 and I'm just typing it out at this point, so I can search and find it again. I don't know, Rick or James, you guys want to jump in from the registry perspective?

KARLA HAKANSSON: Rick, go ahead. Rick's hand is up.

RICK WILHELM: Sure. Are we going to have this discussion about the SLAs now or are we going to not have it now?

JEFF NEUMAN: We're pretty much through the main topics, the big overall topic, so if we want to just at least make our point, I think it's probably good to start it now.

RICK WILHELM: Okay. So, I'll sort of ... A fair bit of this is going to be reiterated and for some of you that have heard me speak about this before. But a couple of quick points.

First off, there's the macro point about the SLAs having been discussed and agreed, and I think there would be plenty of disagreement, Russ, on the point that the SLAs were agreed "for the purposes of getting RDAP launched" that wasn't at all where my head was, at least when I was part of those discussions.

Regardless, I think, as was discussed previously when we were talking about SLAs for RDAP versus WHOIS, a point that I've brought up repeatedly is that the technology stack for RDAP is fundamentally different than the technology stack for WHOIS. So, therefore, they're not an apples-to-apples technology stack, and so therefore, having an apples-to-apples SLA doesn't logically follow, nor does it follow that the SLA would be better, as you implied in a comment there.

Furthermore, as I've commented to some folks that, for the average user, there's something like a 5,000 millisecond SLA is what we're dealing with, not necessarily what a user's average response is going to be, but the SLA is where the outliers—what the SLAs are going to be for someone's contractual requirement that they would be held to compliance about is going to be substantially presumably higher than what their average, what their typical speed would be.

And the only people that are going to be having a problem with this are going to be people that are going to be aggressively mining the RDAP, and I think that it's hard to imagine why that would be something that ICANN or anybody else would want to be encouraging because response time speed for quantity one or even quantity many, where many is a reasonable number, if it's 5,000 milliseconds, 4,000 milliseconds, or

2,000 milliseconds isn't going to really matter that much on the SLA. It only matters when people are pounding and mining an RDAP server.

So, I'm not sure why we would be pushing on the contract in order to be benefitting people that are going to be mining the RDAP service in this day in age.

So, that's in addition to the arguments that it's a bigger and more complicated technology stack than WHOIS which is basically unencrypted, built on [raw sockets] with much smaller and less complicated responses that could be formed much more simply.

So, there's just many, many reasons why having an equal SLA—an equal response SLA—for these two different technologies, it's just illogically inconsistent.

Again, that's setting aside the fact that this was discussed and agreed previously. With that, I'll let Jim add some comments in. Thank you.

JIM GALVIN:

Thanks, Rick. I think the only thing that I want to add ... I agree. New technology, we don't really know how it's going to perform. And volume is really part of the issue and I'll reflect on volume. Let me just add to that a little bit.

One of the interesting things is we really don't know what the RDDS is going to look like in the future. In the middle of all of this, we had GDPR come down on us. That is going to characteristically change the ... It's going to have different performance characteristics of the RDDS. So, we're not just dealing with ... I mean, I realize at the moment, this

particular unauthenticated lookup for exact match, it's a very clear expectation of what that particular point is going to be about. But we do get additional complexity that gets added as a result of doing authenticated queries. And the overall performance characteristics of one system really are not known, and that means that we don't know in advance here what we need to do to plan for this.

Now, most of us here—in fact, all of us here—all deal with this all the time and we do that, but I think we just want to give ourselves some room here as we evolve to this new technology. In addition to the change in volume characteristics that we don't understand at scale, the change and the kinds of queries that change [at scale] there's the whole authentication business and the complexity that comes with credential management that is just new altogether, and the impacts of all of these things and how they fit together really is just an unknown and we don't want to be caught in a place where we just don't know that we can for certain meet the needs.

I'll end with the comment that Rick had said and I want to highlight this point. I really think the primary characteristic that we need to be concerned about here is RDAP availability in general. Is it available? Is the service there? I think we're comfortable believing that for individual queries that come, we really should have no issue here. It's really only the bulk queriers that should have an issue with any of these RTTS.

But let's just give ourselves some room here to take all of this on board and see what it all turns into. This is clearly an evolving space. That's the critical point here. Thanks.

KARLA HAKANSSON: Thanks, Jim and Rick. Jody, you've got your hand up.

JODY KOLKER: Thanks, Karla. Yeah. To Rick and James's point, right now we're just defining RDS system. We're really not defining completely what it is because, as Jim has pointed out, currently the system is an unauthenticated system. Once this needs to be an authenticated system and the RDAP profile changes, should we be thinking about our SLAs and rethink are we doing those? I mean, 4000 milliseconds or 5000 milliseconds may not be long enough when we start talking about having to authenticate and do different types of searches, returning different types of values, etc. And I just want to bring that up as a point. Is this the end all and be all for this SLA as we keep trying to expand the RDS system to be authenticated and to return different types of data? Just a thought. Thanks, guys.

KARLA HAKANSSON: Thanks, Jody. This is all great information and we've had multiple discussions about it internally as well. I think what we'd like to do at this point is take this back and discuss it internally and come back in our next call to provide some feedback on this. So, some data points that I think that were considered, but not to the full extent that all three of you have described here. So, thank you for that. Donna, you've got your hand up.

DONNA AUSTIN:

Yeah. Thanks, Karla. So, before we move on from this, I think we've reiterated a few points that we've made and there's some new points that have come up. I think what might be helpful for us ... I understand that you want to take this back and have some more discussion, but I think it might be helpful for us to hear again why you think this is important because this isn't the first time it's come up. This is something that was identified out of the gate as something that you wanted to reduce that from 5,000 to 2,000. So, I think it might be helpful for us to hear from you why this is important to you because that's the sense I'm getting. If you've had this from the get-go and you still don't seem to be willing to move on this, then I think we need to hear again why that is.

KARLA HAKANSSON:

Thanks, Donna. I think, from our standpoint, is hearing that RDAP is a more sophisticated way of managing this over WHOIS, that we'd be able to have the technology, meet the demands, and be able to hit that SLA of what WHOIS currently has.

So, I think that was the expectation from our side is as we put the amendments out for public comment that the question would likely come up, "Well, why are the SLAs different from WHOIS to RDAP?" and making sure that we've got a clear understanding as far as what that would be if that's the way that it goes.

So, I think that's, from our point of view, as far as why it would be. And in addition to that, it's a matter of mapping to the same SLAs that WHOIS currently has and saying, "Okay, well ..." And this is coming from

a non-technical person of why can't you require the specifications to map to those SLAs?

So, that's been our point of view on this. Again, great input from this group that we can take back to discuss further with our teams. Russ, I don't know if you want to add anything to what I've already said.

RUSS WEINSTEIN:

I think that's a fair point and I think it was part of our [inaudible]. We can circle back and provide a more [inaudible] condensed rationale for why we think it's important. I don't think we're done on this. Thanks.

DONNA AUSTIN:

Thanks, Russ. And I think what we want is recognition that the policy has changed. And we've also had a discussion previously that when you talk about WHOIS and RDAP, it's not apples to apples. So, while we appreciate from a ... If somebody is doing a comparison of the two, then they're going to say, "Well, why is this 3000 milliseconds slower than what we have under WHOIS?" I think there has to be that recognition of what we're talking about here is two different things operating under different policy as well, which I think is an important aspect of this conversation, too. So, yeah, we look forward to hearing back from you on that.

KARLA HAKANSSON:

Okay, thanks. Jody, is that an old hand? Okay, it is. Okay. I see that Graeme had to drop off. Jeff, did you have further points that you wanted to cover?

JEFF NEUMAN: So, those were kind of the three main ones, other than walking through the documents. So, I'm kind of just deferring to Donna. Donna, any thoughts on this?

DONNA AUSTIN: Yeah. Thanks, Jeff. I'm not 100% sure where we go from here. Karla, was there anything ... I know searchability is something that we need to come back to but it's not struggle that we can discuss today. Is there anything on your list of open items that you'd like some discussion on today?

We have had two conversations since we last spoke to you. These three items that we brought up today, we agreed that we would do so because we're in general agreement about them. But if there's any other topics that you would like to have some discussion about, we can probably do that, understanding that we may have discussed them but couldn't reach a conclusion on it. So, if you've got open items, then we could start there.

KARLA HAKANSSON: Okay. Thanks, Donna. Actually, where we were going to pick up was where we had left off in the last conversation which was around the definitions which we talked about and then moving onto the SLAs and that's part of the registry agreement discussion. The next part of that is to go into the RAA and discuss proposed changes as a part of that.

I don't know if that is something that you've had a chance to discuss amongst your team [or this group] and are ready to move over to that point, but that was the next logical step for us.

DONNA AUSTIN:

Jeff and registrars, are you happy to go there? And then, for the registry team, is there value in just going back to Karla's checklist to see that we're on—we kind of agree that things are done or at a certain point?

JEFF NEUMAN:

I'm happy to talk through any additional issues. I know that there was one ... An interesting change I saw, but it was to the registry agreement. Maybe we just get some information from ICANN on why it was changed from the February 6th draft. Maybe I'll just ask the question. And this is on the registry one. It was about the emergency transition section, which I think was changed from the February draft. I'm just trying to pull up the February draft. Sorry, just give me one second.

In the February draft, the emergency transition section stated that, basically, as long as one of the services were ... Yes. "Any failure to meet these service-level [inaudible] special-level requirements document shall not trigger the RDDS emergency threshold unless all RDDS services have concurrent downtime and each have exceeded the emergency threshold." That was the original one.

But the one you put into the draft is actually very different because it only is ... It only applies until the conclusion of the RDAP amendment

[inaudible]. So I was wondering why those changes were made [inaudible] in the draft.

KARLA HAKANSSON: Thanks, Jeff. [inaudible] trying to get to that point.

JEFF NEUMAN: Sorry. On the registry copy, it's on the ... Actually, I don't know because we have more [pages]. It's under the chart and it's a bunch of bullets. There's a few bullets—four bullets—under the chart and then it says, "Until the conclusion of the RDAP amendment ramp-up period."

So, basically, you took a provision that we had which was supposed to last until a transition was complete—in other words, until there was no more WHOIS service—and you took that and you made it much shorter, only until the ramp-up period ends. That's [inaudible] different.

KARLA HAKANSSON: Okay. I think it's a question of aligning when the WHOIS obligations will go away and the way When we were looking at this several months ago and putting this together, we envisioned the ramp-up to be at the same time as when the WHOIS obligations would go away. That may not happen at this point since WHOIS obligations ... We haven't decided as a group as far as how that is going to work and the timing for that. So, that is the rationale for why we added it that way.

JEFF NEUMAN: Okay. So, given that there's an understanding that that may not be the case, you'll put that language back to what it was?

KARLA HAKANSSON: I think we need to ... Let's review it. Russ, you've got your hand up. Do you want to speak to this one?

RUSS WEINSTEIN: Yeah. Thanks, Jeff. That's a good catch. I'm trying to remember. This was several months back when we were writing this up. I think part of it might touch on the definitions stuff you talked about earlier and trying to be more clear but maybe less clear in [that] result about what happens when, what services we're talking about, in what context. I think part of it was also uncertainty around the timing for these transitions.

I think part of our understanding was we want the contracted parties to have what we'd consider full accountability of RDAP even before we turned off WHOIS, but I think that's something we can discuss and agree on. We don't have to ... I think that's something to negotiate, essentially. When is a contracted party fully accountable to each of the services and that sort of thing? And our mind of fully accountable being SLAs that have teeth, have consequence for violating them, essentially.

JEFF NEUMAN: Yeah. Thanks, Russ. The principle that we had was, look, if one of the two services is up and running and someone can get the data that they need, then this whole concept of an emergency transition should never

even come into play. So what? So, they can't get it through RDAP but they can get it through RDDS—or the other way around.

So, that was the thinking. The emergency transition is something so outrageous and so Not outrageous but so dramatic. It's like the death penalty, essentially. If the user is still able to get the information they need, then it doesn't make sense to have emergency transition. So, I think it's just go back for the language in the way it was. As long as one of the services is up, you can't have an emergency transition. And when that service, when the one part goes away, that's not applicable anymore.

RUSS WEINSTEIN:

Okay, thanks. That's a good way of phrasing it, I think. I think we're probably close on that, so we'll take that back and discuss and come back to you guys on that. That's a good catch. We definitely need to discuss that point. Thanks.

JEFF NEUMAN:

Okay. Honestly, at this point, I'm not sure where we want to go. I think that we probably addressed most of our issues. We're still, just from a registrar perspective, waiting for ... We're having discussions within the stakeholder group about the whole running your own instance for thick registries. We've presented the registrars with the rationale that you have in the document which we think was very helpful. So, the registrars are discussing that now. I think we'll get to where we need to be but that just takes a little time.

So, I don't know, Donna. What do you want to do?

KARLA HAKANSSON: Actually, Russ has one point that he'd like to bring up, too. Sorry, Donna. I didn't mean to interrupt you.

DONNA AUSTIN: No, it's okay, Karla. I just saw Russ's note in chat. So, Russ, go ahead.

RUSS WEINSTEIN: Yeah. Thank you, both. Didn't mean to cut you off there. Just to circle back to profile, I think what we agreed on in this call was let's not create extra contractual vehicles and new processes, essentially, to update the profile.

In a previous dialogue we had, we had suggested using a point of reference and a link to an external site to capture what that profile was and there was a lot of I think concern on the contracted party side about version control and that sort of thing.

I'm wondering if we can maybe circle back to that concept. Now that we're more in alignment about version control and we can make it very clear in the contract what it takes to version. I think we still think it's wise to use some kind of pointer to the detailed profile as opposed to trying to bury that into the contract itself. And that would be similar to other technical specifications we have in the contract, like the links to draft RFCs and TMCH documents and URS documents and other things.

We don't have to solve it right now but just wanted to make sure we keep thinking about that. Like I said, I know the contract itself can kind of take shape after we have agreement on bigger principles but didn't want to totally lose sight of that one. I just wanted to put that back on our list.

KARLA HAKANSSON: Thanks, Russ. Jeff, [inaudible] comment to that?

JEFF NEUMAN: Yeah. I think we can get there on that. I think so long as the version is dated and maybe in the contract itself or in the amendment there is some sort of contractual language that ICANN won't change out unless the contract has changed. So, I think we can get there now that we're not changing ... We've agreed with what you said, Russ. So, it may take a little time, but I don't think we're far apart.

KARLA HAKANSSON: Great. Well, that's good to hear. It doesn't sound like we're quite there yet to make a decision on this one. Does anyone else have any comments to this? Donna?

DONNA AUSTIN: Thanks. Sorry, excuse my naivety. Russ, when there's a link to something and it shows up, this would show up on ICANN's website, correct? And usually that's just an HTML form that sits on the website. But is it possible to have, I don't know, a PDF that is dated and certified

in some way that this is the correct version? I don't know whether that's viable or—

RUSS WEINSTEIN: Yeah. I think that's definitely doable, Donna. I think if there's concerns about version control and sanctity of that stuff, I'm confident we can find the right way to control that and make everyone comfortable with it. I think some of the documents are PDF linked to and other ones are RFC linked to and they have different controls on those. But I think both URS and TMCH as examples, the rule sets are only to static documents, not dynamic documents.

DONNA AUSTIN: Okay. Thanks, Russ.

KARLA HAKANSSON: Okay. Is that a topic that maybe as you get together with the discussion group without staff discuss a little bit more and maybe the next time we get together there's some more feedback or a decision that we can make on that, on the RDAP profile and the link and the agreement.

DONNA AUSTIN: Yeah, Karla, I guess we can. If there's an example that already exists and we can mirror that, that makes everybody comfortable, then we can call that out and say this is what we want it to look like. And if there's not, then we'll come up with something.

KARLA HAKANSSON: Got it. Sounds good. Jeff, is that an old hand or a new hand?

JEFF NEUMAN: Sorry, old hand.

KARLA HAKANSSON: All right. That was all from our side at this point. Any other thoughts or topic areas come up from this group since the last time we were calling for additional topics? Doesn't sound like it.

DONNA AUSTIN: Hang on a sec, Karla. Jeff, I just want to make sure with you that you're not in a position to go through any of the RRAs [inaudible]. I thought I had heard that and then I thought it contradicted, so I just wanted to be sure.

JEFF NEUMAN: Yeah. I mean, most of the comments I had on the RAA side were ones that we brought up. So, they're covered in the bigger topics. The one is just—and I put it in chat—about the recognition, that regardless of ... We'll [talk about the] SLA discussion, but I just wanted to point it out that the legacy SLA for the registrars was 4,000 milliseconds round trip as opposed to the 2,000. But other than that, I think [inaudible]. I think what may be good for us to do is if we can get some language to ICANN

on that draft, and then once they have that, for them to produce a red-line of the agreement.

DONNA AUSTIN: On the RRA side.

JEFF NEUMAN: Actually, that does sort of lead to a question. Am I right in understanding that you're not going to do an amended and restated agreement? You do an amendment that basically says change this to that provision or substitute this specification for that one. In other words, you're not producing a full new amending and restated agreement, are you?

KARLA HAKANSSON: Russ, you've got your hand up.

RUSS WEINSTIEN: Actually, I was going to talk about a point before that. I'm trying to remember. I think for the 2017 RA amendment, we did both. So, what you'll find today, the primary link you'll find when we reference the RA is the fully restated RA that incorporates those changes.

I think whatever artifacts we need to produce to get the registries and registrars comfortable to do a vote, we can talk about that and produce it multiple ways. I think the goal would be to have a restated agreement. I don't know what the ... It just makes it a lot easier I think

for everyone, especially when we're talking about the scale that we're talking about, that it affects 1200-some-odd registries and 2000-some-odd registrars, it makes sense to have [inaudible] clean version, so to speak, at the end of the day. But I think we're flexible.

JEFF NEUMAN:

I think having ... Yes, you need a clean one for new registries or when registries do maybe a renewal agreement. I don't even know how that's going to work if there is a renewal agreement. But I think it's not ... I don't think it'll be good for us if we have each registrar sign a new accreditation agreement in full. I think that would be bad optics and maybe get the community saying, "Well, since we're having them sign a completely new one, let's add this or let's add that." I think the only thing we get signed are amendments. But, yes, for new registrars and for new registries, they're going to sign a restated one.

RUSS WEINSTIEN:

Okay. Yeah, our interpretation and the way we operated for the RA global amendment in [inaudible] 2017, I guess, was there was actually no requirement of signature. Every registry and registrar has opportunity to vote and then I mean, we notice everyone with an updated version, assuming the vote passes and the Board passes it and we make it an effective amendment and we can, again, produce whichever artifacts we think we need to in that notice, but that there wouldn't actually be a signing process. I think in a few rare cases registries told us they needed to sign something and we accommodated that but it wasn't kind of a default procedure.

JEFF NEUMAN: Yeah. I think with an amendment, I think that's easily doable. I think if you were to require or have completely new agreements, I think that would require signature. But anyway, just think about the mechanics. This way, we only need to do ... We don't need to do a red-line of the actual, although I guess we would need a red-line eventually for the new registries and new registrars—that's fine—from the effective date forward.

RUSS WEINSTEIN: Yeah. We need [inaudible] a lot of versions of the contract, even when the RDAP changed. So, I think by default we would produce a clean and a red-line of the agreement whole up and we would probably also produce a document that describes the amendment specifically is my guess, but again, that's where it can be flexible.

I think the key we do want to push, though, is our understanding of the way the amendment process is worked in the contracts is we will not by default expect people to sign the contracts to signal their agreement of the amendment. Once it passes the voting process, the process outlined in the contract, we can make it effective on everyone. And hopefully that didn't sound top-down.

JEFF NEUMAN: No, I'm trying to think of the mechanics and I'm sure you guys are, too, because we have to start thinking as registrars. We have to get that threshold and that's not an easy one. So, maybe as a separate

discussion, Russ, if we can just talk about with Graeme, so not on this one—and sorry, Donna, this is a registrar ... And the registries have a certain threshold but the registrars have one that is very difficult and we need to figure out how we're going to do that and we need Graeme as well.

KARLA HAKANSSON:

Well, let's do this. I'll take it back and make sure that we've got everything noted. I started covering this I think when we first kicked off the conversation in Montreal but we'll cover this fully in Cancun when we're all together to make sure everybody is very clear as far as what the procedure is and how we're going to be moving forward with that. Is that okay?

JEFF NEUMAN:

Yeah. So, let me suggest, Donna, can we—or shoot me down if you think this is not right—but we can get, whenever we get on next with Karla and Russ, can we do a red-line of the summary documents, and then once we go through those, ask ICANN for the first draft of the official documents? Even if we haven't agreed on every issue, I think it will still help us move forward.

DONNA AUSTIN:

So, Jeff, you mean we do a red-line of the documents that Karla originally presented to us?

JEFF NEUMAN: Correct. Then we discuss those and then we'll take that version, and in the background start working on what the actual amendments look like.

DONNA AUSTIN: Okay. Not purely my decision but I will take it to the—

JEFF NEUMAN: Well, I noticed that on the last call we kind of were saying it would be better if we had red-lines of actual agreement language. But I think that to be fair to ICANN we need to give them red-lines of the summary docs first and then I think they'll be in a better position to do legal language.

DONNA AUSTIN: Okay. I'll take that back to the group offline. But just if I could go back to that previous conversation about process—and this might be a red herring for everybody but what would happen in a circumstance where the registries approved the amendments and the registrars did not or vice-versa? Have we thought of that? What's the consequence of that? And it's not something we need to discuss now, but I think it's something we need to put on the table to understand is there any consequence if that happens?

KARLA HAKANSSON: Let me build that in. We'll take that back and we'll talk about it as far as what the consequences would be, Donna, and I'll add that to the procedure discussion that we have in Cancun.

JEFF NEUMAN: I mean, in theory you could have some language in both that says it's not effective until the ramp-up period. It doesn't start until both sets of groups agree or all three sets of groups—registries, registrars, and ICANN.

RUSS WEINSTIEN: I think we want to work collaboratively to make sure we get an agreement that can pass what thresholds we need to pass.

DONNA AUSTIN: Yeah. And that's [inaudible] but some of it is outside our control, too, and we need to understand that. So, we need to understand what the consequence is. I hope it never happens but there is that risk.

RUSS WEINSTEIN: If you guys give it some thought, too, because I think there's probably just a lot of options at that point. But we'll do our homework on that and maybe you guys could, too. I hope we don't spend too much time and energy on it, though.

I have one other thing we might want to talk about in regards to expectations for next steps. Jeff, you made it sound like, based on a set of redlines from the summary documents, we could start drafting actual agreements, but I think we're still at the principle feature/functionality discussions that need to be had. I think there's a few more of those we need to have based on what we covered today.

JEFF NEUMAN: I'm just relaying a feeling from some that just want to see actual redline—or actual agreement language. I tend to think that there may be some concepts that we can't draft language around because we haven't agreed on it, but I think there's enough others that perhaps we could. So, personally speaking, Russ, I'm fine either way but there are some that really want draft language.

RUSS WEINSTEIN: Okay. Thanks for sharing. I do think we got to get through a couple more of these big features that I think will be very informative to how to draft. Because to your earlier point, things like definitions, you've got to really understand what those are in order to draft a coherent agreement. So, I think there's two or three of these conversations, searchability and who's doing what service when. I think in principle we have to talk about how we want to transition from WHOIS to RDAP and when is it just an RDAP world? What kind of time periods are we looking at or performance or whatever the milestones are? That sort of thing, that jumping into contract language I think is going to end up biting us. We'll get stuck in that world instead of just trying to figure out what we agree on principle-wise. So, I don't know if there's a way you can help message that back to get the group comfortable with. That would be my strong suggestion is to avoid spending a lot of time writing agreements at this stage.

DONNA AUSTIN: I think what will be helpful is to understand what are the outstanding issues? I mean, we probably have a sense of that, we all have a sense of that, and if we can agree what those are, I think the big one is what you just mentioned is the transition from one to another or the sunsetting of WHOIS. So, we need to have that conversation because it's going to impact on a lot of the other pieces.

RUSS WEINSTEIN: Right. I think the summary documents will help, if you guys can help edit those or identify things in those that either we've agreed or don't agree with yet. That will help be that issue list, so to speak.

KARLA HAKANSSON: Just being cognizant of time. I do want to circle back to on the meeting for next week. We do have one on the books for the 4th of February. Are we still going to have that discussion for this whole team with staff included?

JEFF NEUMAN: I think if we take back the action item to deliver a redline, then I think we're going to need a little more time than just a week. I'll just throw that out there and see what others have to say.

DONNA AUSTIN: So, Karla, I think the cadence that we had was one week on, one week off, and we threw that out because we had two weeks discussing internally. So, if we can go back to that cadence, that we have a

registry/registrar call next week and then we come back to you in two weeks' time.

KARLA HAKANSSON: Okay. So, I think, Sue, if you could just update the meeting to reflect that so that we have—you guys have your meeting on the 4th and then we regroup on the 11th.

DONNA AUSTIN: And for 90 minutes, too, Karla. I think we were all okay with that.

KARLA HAKANSSON: I think that's great. Thank you. So, you're good with that?

DONNA AUSTIN: Yeah. I think we're good with that.

KARLA HAKANSSON: Okay. Great. All right. Thanks, everybody. Great conversation today and I'm glad that we had this extended to get into more of the detail. Any other final points to bring up before we disband?

I don't see any hands or hear anything, so thanks, all. I appreciate it. We will talk on the 11th.

DONNA AUSTIN: Okay. Thanks, Karla.

SUE SCHULER: Thank you, Karla.

KARLA HAKANSSON: Thanks, bye.

SUE SCHULER: Julie, we can end the recording.

[END OF TRANSCRIPTION]