
ICANN85 Mumbai | CF – GDS: PPSAI IRT Working Session
Tuesday, March 10, 2026 – 9:00 to 10:00 IST

JESSICA PUCCIO

Hello and welcome to the Privacy and Proxy Services Accreditation Policy Implementation Review Team meeting number 29. Today is Tuesday the 10th of March and the time is 3:30 UTC. My name is Jessica Puccio and I will be acting as the Remote Participation Manager for this session.

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JASON KEAN

Thank you, Jessica. Welcome, everyone. Good morning, good afternoon, good evening. Apologies, I did intend on being there in person. I had a poorly timed illness, which prevented me from doing so, but happy to be joining you all right now. For those in the

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room, I hear that it is a beautiful room and that it does smell of flowers. So, that's great for all of you. Hope you're enjoying it.

To get started, we'll go through the agenda for today's session. A quick welcome and review of the Work Plan. We'll go over the session objectives. We'll then review the input of the draft requirements flow visual. And then we'll have kind of like an open floor for any additional topics that any members would like to discuss.

Next slide, please. So, starting off with the Work Plan, I'll draw your attention to the -- we have finalized requirements flow visual. It's session 29 that we're at right now. Previously, what we had done is we canceled the meeting to allow IRT members to have additional discussions on the requirements flow visual with their groups and amongst themselves with the aim to finalize these requirements flow document at this meeting today.

The plan following alignment and finalizing this document is to then pause the cadence of meetings for IRT members to allow ICANN Org to develop a draft consensus policy. And we would then reconvene the IRT, our current goal date of the 9th of April, to start going through that draft consensus policy in a series of modules, starting with definitions and knowingly, the discussion of knowingly, which is a big topic, which we are projecting to initiate discussions on the 9th of April.

We do have a link here. Jessica, if you could drop that in the chat as well. This is for the IRT members. If you want to go ahead and

just continue to monitor this, you have access to this Work Plan, and it's consistent with both the implementation plan and the work breakdown, which were approved previously in late January. Let's pause to see if anyone has any questions on this Work Plan. Roger, please.

ROGER CARNEY

Thanks, Jason. This is Roger. I think that's great that staff will provide that. The meeting scheduled for April 9th, will the IRT get that document earlier than that so that review can happen before that meeting? Thanks.

JASON KEAN

Absolutely. Thanks for that question, Roger. So, yes, the intent is that we will produce the document in advance of the meeting. However, we will be framing the discussions in the context of the modules, like I mentioned.

So, if we look back on the work breakdown, we go with definitions initially, with knowingly and some level setting definitions that will permeate the document, then on to the draft consensus policy itself, followed by the disclosure frameworks, and then subsequently, we will have the human rights assessment. So, yes, we will, but we will be compartmentalizing those discussions to work through them in that fashion. You're welcome, Roger.

Okay. Next up, we have the session objectives. Pretty straightforward. Review any additional input on the draft

requirements flow visual, and the goal for today is to have an IRT milestone to finalize the requirements flow visual.

Next slide, please, Jessica. At this point, I'd like to hand the floor over to Leon to go through the current comments and facilitate the discussion. Leon, please.

LEON GRUNDMANN

Thanks, Jason. So, what we have here is, what we're going to discuss here is the requirements flow visual, which this group has obviously already seen and already commented on. And, yeah, if we could switch over to that one, please. Thanks, Jessica.

The idea here is that this document is based on previous IRT discussions, GNSO council responses to threshold questions, and, of course, the recommendations in the Final Report, and the idea behind the requirements flow visual is that we should be able to sort of level set and be clear about how do we want actual requirements to flow to which of those entities that are mentioned, what would be the obligations where, and sort of visually represent that so that the task then becomes easier when we start drafting and discussing actual consensus policy language. We can use this as a sort of agreed upon basis within the IRT.

So, we haven't received any additional comments since our last meeting, which was back in February, right? And the only change to this, what you see on the screen, everything still stands as it is. The only change, I think, that we proposed was in the registrars'

box, so the slightly lighter blue box there, which is entitled registrars.

That would change to registrars may only knowingly accept registrations from Privacy Proxy services that are operated in compliance with the Privacy Proxy consensus policy. That was based on Gabe's comment there, and our input was, okay, we would like to change that. Apart from that, we haven't got any other official changes at this point.

The discussion is ongoing. We're open for comments. Having received no official sort of written comments on the document, we wanted to open the floor to the IRT and to see if people received any feedback from their respective groups, and if so, what that feedback was. Were people happy about this? Are there any things that we need to take into account? Anything else that you'd like to flag or to comment? So, opening the floor for that discussion. Yeah, Reg, please go ahead.

REG LEVY

Thanks. I think that I just want to reiterate that the registrars have concerns around the conflation of resellers and affiliates.

LEON GRUNDMANN

Thanks, Reg. That's definitely taken on board, and that's a point that we're still discussing as well, and hoping to come back to you also when we get to the actual consensus policy drafting phase, because that's obviously where we can see what language do we

put in and what language do we not put into the final policy. Yeah, Reg, go ahead.

REG LEVY

Sorry, Leon. Old hand.

LEON GRUNDMANN

Okay, no worries. Any other concerns, thoughts, comments from any of the respective groups? Karen, please go ahead.

KAREN LENTZ

Thank you. I wanted to ask you, Reg, if you could elaborate a little, like what would you change if you're saying there's a concern, there's two sections here on resellers and affiliates. Can you say a little bit more? Thanks.

REG LEVY

Sure. So, in the actual chart, it says resellers, and then it says affiliates, as though they are different things, because they are, and throughout the text, or rather, but throughout the text, it says reseller or affiliate, and that's incorrect, because there is a difference, there's a legal meaning to what an affiliate is, and resellers are typically not affiliates.

Affiliates are under common control. So, with Tucows, Tucows and ENOM are affiliates, and Tucows has contact privacy, which is an affiliate, and ENOM has Who is Privacy Protect, which is an affiliate, and all of them are affiliated. Resellers are completely different.

We provide our two privacy services, and our resellers resell them, but they are not affiliated with us by virtue of being contracted with us.

KAREN LENTZ

Thank you, and I forgot to say my name. This is Karen Lentz speaking. So, if I understood you, you think that the structure is correct in terms of the boxes, but there are places in the text where the phrase resellers and affiliates is used, and you think there needs to be finer distinctions.

REG LEVY

I have quibbles with the structure as well, but to the extent that this ought to mirror other contractual provisions, it should simply say affiliates, because there is no contractual privity between resellers and ICANN. There is contractual privity between registrars and ICANN, and so throughout, Tucows has an obligation. We may pass through some of those obligations to our resellers. They may do them on our behalf. We may extract data from them when ICANN comes knocking, but ultimately, the requirement is to us.

So, we can't really "make" them do anything. We can be in contractual, we can give them contractual obligations, and we can breach them if they fail to meet them, but the requirement belongs to us, and the reason that they are resellers is because it's really hard to be an ICANN-accredited registrar, and so people make us do all the hard work, and they pay us, and so if we're going to start

making requirements to resellers, like, I don't even know how that would work from the first point, from a contractual purpose, but affiliates, yeah, I can control what an affiliate does.

I can control what ENOM does, and I can breach my reseller if they do something that they're not supposed to, and I can tell them what the requirements are, but they are legally distinct and legally different, and resellers honestly should not be appearing at all.

KAREN LENTZ

Thank you for the clarifications. Thanks.

LEON GRUNDMANN

Passing over to Luc, I see that your hand is raised.

LUC SEUFER

Yeah, hi, it's Luc from EuroDNS. And to pile on what Frederic was saying, and from a very pragmatic point of view, in a nutshell, if the reseller is running a Privacy Proxy Service, or what they could call that, they should not be part of it. We cannot know that the reseller is running such service, so from the RAA point of view, we are just a registrant name holder, we are not a Privacy Proxy Service, and they should not be part of it.

The only Privacy Proxy Service that should be part of this whole accreditation are the ones under our control, and part of the registrar family that are affiliated to us, that are in the risks, and not

those that maybe or maybe not run by a reseller. I don't know if I'm making sense.

LEON GRUNDMANN

Thanks, Luc. I think you are, and I think that's an important point, and it also touches upon that issue of knowingly, right? Registrars are only liable if this happens knowingly.

Obviously, as we've mentioned, we're going to have a discussion on that, as we saw in the work breakdown as well. We're planning to specifically have a paper to discuss that point, because a lot of these graphic hinges on that knowingly part, and as mentioned, we want to include knowingly in that first registrar's box as well, to provide that sort of assurance about, yeah, that this is only if it happens knowingly.

So, that's where we are in terms of that, and I think by providing that, we do provide a little bit of extra color. At the same time, of course, contractual provisions still do apply. The RAA in section 3.12.4 does require registrars to ensure that resellers abide by either the Privacy Proxy specification or the consensus policy that will replace the Privacy Proxy specification.

I believe it talks about the new accreditation program or something like that, which is basically just what is our latest policy going to be on this. So, it's something that we're going to be discussing further, I think, also when it comes to that knowingly point. I think this discussion is not sort of wrapped up here, so definitely rest assured

about that. Luc and Reg, I don't know if your hand is an old hand, Luc. Yeah, Reg, I believe you're next.

REG LEVY

Thank you. Yeah, so, Reg, exactly. The contract already says we have to make sure that resellers comply. So, throwing in additional reseller must, et cetera, confuses the issue because, again, the reseller is not in contractual privity with ICANN, so ICANN can't just say the reseller must, and ICANN has already said the registrar must ensure that the reseller does.

There may be some concern around a loss of accountability, but at the end of the day, if one of my resellers fucks up, that's my fault. That's Tucows' fault. We are the person that ICANN can breach. But if you throw this in and say resellers must, blah, blah, blah, if a single one of my resellers does not abide by this, then you can breach me for all of my resellers, as opposed to coming to me and then I can resolve the issue.

So again, resellers should just not even be included in this because they're already in the contract in an appropriate way. And, again, resellers or affiliates or affiliates or resellers conflates them in a way that is very, very dangerous because every one of my contracts with a reseller says we are not agents of one another.

There is no joint venture established with this. We aren't affiliates, and that's very dangerous contractual language. I already said the thing about knowingly. Knowingly is a whole other thing. If a

reseller buys a domain, they send us, when a reseller buys a domain, they send us registrant information. They may also purchase who is privacy from one of our affiliated privacy vendors.

If they don't and they provide us with other information, that is the registrant. That is registrant information that they provide us with. We have registrant information for every registration that we have. Don't know how many more times I can say that the person who owns the domain is the registrant and the person whose information we have as registration data is the registrant and the registered name holder is the registrant because it's all the same information.

LEON GRUNDMANN

Thanks, Reg. Just to come back on that point that including this confuses things, just to reiterate, what we're directing here is not actual consensus policy language. It's just a graphic that aims to show how the requirements flow. We do try to show how these flows through existing contracts as well because obviously the consensus policy that we're proposing makes heavy use of existing RAA obligations, which we do cite here. We're not trying to confuse the situation. We're rather trying to clarify the situation.

The point is well taken and if there's any input in terms of comments or any language change here, then obviously this is the moment for us to raise that and to get this into a more final state. But having said that, the knowingly discussion and the consensus

policy discussion are still yet to happen. Reg and Gabe, I see that you both have your hands up.

GABRIEL ANDREWS

Hi, this is Gabriel. I am trying to make sure that I am understanding Reg's point. Reg, when I see the phrasing of or a reseller or an affiliate, I mean to my reading naive may it be, that made clear that those were different categories of things. I get your point that you want to make sure that they're not conflated. But if there was maybe some additional text to make clear that these are different categories of things but still are being contemplated in this language, would that satisfy the point that you're trying to make? Then I'm missing the point then.

I get it if you're trying to make sure that we all understand they're different categories. I think we all in this room do because you've made the point several times. But then what is the result that you're saying that we absolutely shouldn't be able to do any sort of pass-through obligation on de facto proxy services under you if they happen to be registered or resellers? Is that the point that you're trying to make?

REG LEVY

Yeah, no. So, lawyers like to repeat themselves, themselves, and that's why we have cease and desist. And so, when there is a phrase that is regularly repeated in the same manner, it means the same thing. Resellers are affiliates. Affiliates are resellers. And especially

when affiliates comes first, it means it imputes an affiliation to the following word.

Again, we don't need to talk about resellers at all because it's covered in 3.14. So, we also don't really need to talk about affiliates because it's talked about in the first clause of the document that says this applies to registrars and their affiliates. But I understand that we are talking about affiliated privacy providers. And so that's kind of why it's in here. Sorry.

So, affiliates or resellers, resellers should not even appear in here. And so, I think that when we are drafting, it is sometimes better to remove extraneous words rather than add words that might define something, because the definition will be very readily obvious and available when you remove the extraneous words. I had another question about resellers and privacy registrants, proxy registrants.

GABRIEL ANDREWS

If you don't mind me reacting because I know we were doing a little bit of chat and text too, but one of the points I was trying to get clear on too is whether or not we have agreement that the current definition of proxy service, which I just pasted in the checks, I was trying to find it and I was a little slow to get it at first.

To my reading of that, if a reseller exists as a registered name holder and then their customer utilizes the domain and so forth, I mean, to my reading of this, they are de facto a Proxy Service at that point. Now, they might not be an affiliated proxy service because

they're not under common control as you just made clear, but they could still fit that definition, I think. I wonder if you would prefer to just keep referring to that definition of proxy service to avoid the notion of resellers. Does that help in any way?

REG LEVY Sorry, could you read the gray box with the proposed text?

GABRIEL ANDREWS Which of the gray boxes there?

REG LEVY Any one of them. But the one where I've highlighted or reseller.

GABRIEL ANDREWS Yeah, help me through your point because I can see this, but I'm not sure what you're alluding to.

REG LEVY Help me through your point because you were saying you were -- I heard that you were proposing to replace or reseller with proxy service?

GABRIEL ANDREWS No, I was just asking you because you were suggesting that you don't want reseller mentioned at all. And I just wondered if we are on the same page that sometimes resellers exist as de facto proxy

services, first off, by the definition of proxy service in section 1.3 of the spec, or do you not agree with that as a general understanding?

REG LEVY

I think that that's neither here nor there.

GABRIEL ANDREWS

Nothing further from me. I think this is a conversation that can be continued offline, if anything, so no need to continue.

LEON GRUNDMANN

Thanks, Gabe. Luc, I see that you're ahead of time.

LUC SEUFER

No, Gabe doesn't want to continue, but my issue is with the blue box on the left, rather. It's if we had something saying that the privacy or proxy service is the one that is run by the registrar, I'm fine with it, but here, when I read it, it implies that the registrar is also responsible for any Privacy Proxy Service that may be run by the reseller, and like Reg said, if there is such service that is provided by a reseller, we don't have the underlying data, because it's not our proxy service or Privacy Proxy Service, so it should not be part of this. That's, like, it's clearer.

LEON GRUNDMANN

Thanks, Luc. Roger, I believe you're next.

ROGER CARNEY

Thanks, Leon. Yeah, and maybe we can pull this back to Council's response to us in the instructions and made it clear that the only thing that we're working on is affiliated Privacy Proxy services. Correct me if I'm wrong on that, but Council made it clear that only affiliated, and I think Reg has done a good job of explaining to the group what affiliated means, that that is what this group is working on and nothing more than that. Thanks.

LEON GRUNDMANN

Thanks for the discussion on that so far. I think that a lot of what we're discussing here also relates very strongly to the knowingly issue, which we're obviously slating for discussion. I think that we need to have a discussion about that, especially when it comes to that point that's being made in terms of resellers. I think that's something that we need to slate for the knowingly discussion, because I think that's where we will likely be able to resolve some of that.

I'm wondering here, let's put it this way, to try and sort of continue the discussion and reach our target. Is the gripe that some members have here with these actual requirements flow, or is it a gripe that you would have with potential policy language? Because obviously this is just a visual representation, aiming to lay out a concept, like how requirements would flow. We haven't yet gotten to the point where we are drafting actual consensus policy

language. So, I'm wondering if people have a gripe with this, and if so, would it help if we take out resellers, for example.

Let's just say we take out resellers, and then we include an FAQ somewhere else and point to the relevant provisions for people who are curious. Roger, please go ahead.

ROGER CARNEY

Thanks, Leon. Yeah, I think you probably hit it, is that the concern is not that I think everybody here has already quoted section 3.12.4. So, we know that the left box is factual to our contract, but we don't want to carry this through to policy language, because that's not what's appropriate. Thanks.

LEON GRUNDMANN

Thanks, Roger. Gabe?

GABRIEL ANDREWS

So, I'm sorry, I'm still chewing on the request from Reg to eliminate resellers from this consideration entirely. And taking Roger's fair point that when we're talking about proxy services, we're talking only about those that are affiliated. I think bottom line, some of the considerations that I've heard from others in my constituency involve whether or not ICANN's going to be able to enforce such practical measures as, for example, if you have a reseller that is in a privy relationship with a registrar and you get to a -- I'm going to give you an example.

This isn't the only example, but like if we get to an operational point of RDRS, for example, and there's debate. I know we've had in the past about what the purpose of that is, but from some of my constituency's point of view, the purpose is to be able to ask for information about the customer as far down as it's known, and this would be the customer of the reseller at this point. Whether or not that's something that could be enacted by ICANN hinges very greatly on whether or not that can be enforced through this pass-through that we're talking about. And that's the sort of like real-world concern that we have.

And so, I want to very much to listen and acknowledge, and I take Reg's point that we're not trying to interfere with the business model that you have. But at the same point, we want to make sure that we are able to discuss those kinds of real practical considerations and make sure that those can be achieved with whatever language has been discussed here. I hope that's fair.

LEON GRUNDMANN

Thanks, Gabe. Reg, I see that your hand is up.

REG LEVY

Thanks. So with the RDRS, we disclose previously public WHOIS, which includes WHOIS privacy services, by which I mean we can disclose the WHOIS privacy information. We don't disclose what's underlying that. RDRS has a single login, as I understand it, for me, the registrar, so I have to do what I would otherwise contractually

make my resellers do, and I log in to RDRS, and I did the stuff in there, and to my understanding, there was no option for me to allow a reseller to have their own login and provide information that was relevant.

Our TACO system, which predates the RDRS, in which we are happy to sell to Akin, should they want it, is set up for other registrars to use, and it's set up for our resellers to use. Some of our resellers do, in fact, use it and accept requests through their own methods and disclose data that sits in our database.

Through TACO, I have the option to disclose WHOIS information underlying privacy services. So, yes, I think, is the answer to your question. I'm not entirely certain what the point of the RDRS commentary is because I don't think that resellers have access to RDRS to the extent that in the future they might. I don't have a problem with that, sure, but at the end of the day, because I have a contractual relationship with ICANN, because Tucows has a contractual relationship with ICANN, Tucows is accountable to make sure that they follow this, and there are clauses in the contract that say anything that we do, we can make our resellers do it. It has to be done.

And so again, resellers do not have to appear in the output of this group because it's already in the contract. Some of our resellers may opt to do it, that's the other thing, may opt to do it themselves because they are large resellers, and some resellers are very small

and will want us to do it, and so throwing this in there confuses all of those issues because again, Tucows is the accountable party.

LEON GRUNDMANN

Thanks, Reg. I think that again, to re-emphasize, I think a lot of this discussion goes under that issue of knowingly, what counts as a case where something is known, something is not known to be a non-accredited provider per se, right, and that we have those examples such as the friend, the relative, the lawyer, the law firm, so I see that as being part of that discussion. I think it's quite hard to be able to sort of answer those questions at this point, so to me, I think that's something that needs to be resolved there. I know that we have that as a kind of heavy asterisk here, but I do think it's part of that discussion. Reg, please go ahead.

REG LEVY

Thanks. I'd also like us to not include lawyers in the conversation about friend and family registrations because there is a contract there. It's a contract between a lawyer and their client, and I don't understand why one contractual relationship would be exempt from all of this.

There is not a contractual relationship between me and my sister when I register a domain. I mean, technically, we talked about it, and a contract is just a meeting of the minds, but there's nothing on paper, and there's nothing that either of us can show for it, so I really don't understand why we're exempting law firms from being

proxy services providers because that's one of the very primary uses of the service is law firms being proxy service registrants.

LEON GRUNDMANN

Thanks, Reg, so I'm not necessarily saying that those are in the same category, but just quoting the council's advice, they did say that the example of someone registering a domain for a friend or a lawyer for a client are unaffiliated and are outside of the scope of this requirement as long as the registrar does not knowingly do business with unaffiliated privacy or proxy services, so that's the council advice we received, which obviously we need to act upon, but just to note, I wasn't trying to create that categorization. I think that's something that we'll be discussing when we get to that knowingly issue, how to come up with those tiers, let's say.

Karen, please go ahead.

KAREN LENTZ

Thank you, Leon, and thanks, everyone, for the inputs on this, so I'm wondering, let's say, in this scenario where resellers doesn't appear on here at all because it's implicit in existing language, this sort of hinging on, part of this is hinging on having a list of services that ICANN can publish and say these are, from our perspective, proxy or privacy services that belong to an accredited registrar.

I guess, how would that text change or how would the, for you as a registrar, if ICANN is asking today, send us all your affiliated services for us to add to this list. What does that look like from your

side? Is this doable or does that change what sort of works here with these arrows?

LEON GRUNDMANN

Thanks, Karen. Reg?

REG LEVY

When you say services, do you mean privacy or proxy service providers?

KAREN LENTZ

Well, what it says here is, operate a proxy, a privacy service or a proxy service. So, part of what the original policy was envisioning was, here's a list that ICANN is providing for the general user community of accredited, affiliated, recognized proxy or privacy services in some fashion. So, is this part of the -- yeah, trying to formulate my question. This, I guess, is there any issue with this part of if you subtract this or reseller part? What sort of list would you provide? I guess is the question.

LUC SEUFER

If I may, I just based it from the current RIS Excel sheet in the chat. Sticking to what we have right now would be perfect.

REG LEVY

Right, so I'm not sure which box you're reading from, but in the first blue box, if we throw knowingly in, because that's what council

said, registrars may only accept registrations from, and if we throw affiliated, because, again, that's what council said, privacy and proxy services. Great, that's fine. That's what council said that we should do. We can already do that.

We provide ICANN with a list of affiliated privacy services every time we renew our accreditation. ICANN knows that Tucows owns ENOM, OpenSRS, EPAG, and ASCIO, and ICANN also knows that Tucows owns who is Privacy Protect and Contact Privacy, and ICANN also knows that Contact Privacy is affiliated with the Open SRS brand but not affiliated in the same kind of way with ENOM, but technically either could sell contact privacy services, and ASCIO does, so ICANN has the list.

KAREN LENTZ

Yes, so as Luc has said, this is already part of the registrar information spec, so I guess nothing would change. I guess this is my question, right? This top box about registrars updating, if you minus the or reseller part, nothing really changes from what the registrar provides today in the RIS. Is that correct?

REG LEVY

That would be correct if we removed or reseller there would be no change to the RIS.

KAREN LENTZ

All right, thank you.

LEON GRUNDMANN

Thanks, Reg. I see your hand is up. Okay, so I think what we're seeing is kind of a sort of proposal to remove the or reseller in the top right gray box, because that wouldn't actually change anything in practice. Is that correct? I don't know. I'm trying to get a feel here for what are the current gripes, what are the current objections. John, please go ahead.

JOHN MCCABE

Thank you. Since we've spent a lot of time going back and forth on this, if it would be worthwhile making sure that the text that we're preparing is annotated to articulate these points, so that if we come back in the future to look at it, or if it becomes a source of questions, that it's annotated so that people understand that this has been excluded for this reason at the request of that kind of annotation, I think would be great. Thank you.

LEON GRUNDMANN

Thanks, John. I think that's a good point. I think my response on that is twofold. I think on the one hand, we try to provide those annotations as much as possible, provide context to why things are happening and those kinds of policy discussions. On the other hand, we will be drafting that consensus policy and that will sort of be a sort of a new, a next sort of phase of this group. But we will be trying to take this as our basis.

This is why, obviously, it's great if we can align on especially the flow here. That's obviously what counts, is what arrow is pointing to what arrow. Of course, we can have gripes about the language, but as long as people agree with what obligations rest upon whom, in which case, I think that's where we need to be today.

Let's say the next phase will be discussing the nuances of that policy language. We will then try to refer back to the discussions that we had here as a basis for that policy. That will help us to advance. John, I see your hand is still up. Did you want to respond to that?

JOHN MCCABE

No, thank you.

LEON GRUNDMANN

Okay, thanks. Gabe, I see you're next.

GABRIEL ANDREWS

Yes. Plus one to John. I think taking note of any changes like that and attributing them makes perfect sense. I also just want to offer maybe a proposed path forward for this. I don't immediately think that there's any, well, at least I can't imagine what objection there would be to make a change to remove reseller if, in fact, that doesn't change anything in the de facto policy.

My only concern is that I don't feel smart enough to know whether or not there actually is a downstream impact that I'm just not

aware of. My proposal is that as ICANN Org staff conduct their drafting of the consensus policy, if they identify any unforeseen impact that such a change might have, that they raise that for our awareness.

If they go through their drafting process and find there to be no material change one way or the other in terms of the actual impact, then you can report back that as well. Then we can feel more comfortable with accepting the suggestion from our partners and Rich. Is that a reasonable path forward or am I talking nonsense?

LEON GRUNDMANN

Thanks, Gabe. Just seeing if any reactions. Yeah, I think that makes a lot of sense because I think here we're talking about. Are we going to keep something? Are we going to remove it? Yes, this is already a requirement.

So I think that's something we need to think about further before we have a kind of knee-jerk reaction here in terms of how to fine-tune language on a requirements flow, right? That is only meant to inform a future policy language yet to be drafted and discussed. Ashley, please go ahead.

ASHLEY HEINEMAN

Thanks, and I apologize as council liaison, but I'd be interested to know from Gabe, is there something that you're particularly concerned about that would help explain why you need to keep resellers in?

GABRIEL ANDREWS

Quite the opposite. More that I'm afraid of my own ignorance in terms of whether there's an unforeseen impact that removing it might have. And I just wanted to flag that, not being able to foresee that at this moment, that I would prefer ICANN Org to have the flexibility to call out if they encounter such or discover such as they draft their draft consensus policy. That was the point I was trying to make.

LEON GRUNDMANN

Thanks, Gabe, and thanks all for the discussion on that. I think that we've, well, I would say exhausted this point by now, so what we propose then is that indeed, as mentioned, ICANN. Org will do its part and sort of assess what will happen if we do just flat-out remove this, and we'll feed back to the group on that. And obviously that's sort of ongoing discussions, right?

We just wanted to see if there are any other points on the requirements flow. It's sort of we're nearing the end of the session, so it's, I don't want to say speak now or forever hold your peace, but if there's any other elements that we haven't flagged for discussion, anything like that, be a good moment to raise it. John, please go ahead.

JOHN MCCABE

Thank you. I just wanted to clarify that the comment I made before was my own personal opinion and not on behalf of the registry

stakeholder group. It's just something that came about from sitting in on these conversations and going over again and again what these definitions and sort of seeming to have a challenge at this point when we're all focused on it to agreeing on definitions. So, that is my opinion and not that of the stakeholder group. Thank you.

LEON GRUNDMANN

Thanks, John. Thanks for clarifying that, and I think we're definitely all on the same page there. The idea here is to sort of agree on some foundational assumptions and get some things out of the way before we actually start with the consensus policy, which as we see in the work breakdown, starts with definitions, looking at this knowingly issue, which kind of fits in the realm of definitions as well. We need to define what do we mean by knowingly, and then the actual main body of the consensus policy language.

The idea here is to try and have those discussions now, keep track of them so that later when we get to that point, we'll be able to feedback and say, hey, this is what the group thought about that. Or here, there was a point that we couldn't really resolve and ICANN Org come back on it. That's the kind of aim here. So, trying to agree as much as possible on that requirements flow to inform that policy.

All right. I'll give people a last chance to raise any hands before I think we can close out on this discussion. Going once. All right.

Well, with that, I will hand the floor back over to my colleague, Jason. Thank you.

JASON KEAN

Thanks, Leon. Thank you, everybody. Yes, chicken soup with rice, Reg. I hope everyone feels like this was a really productive conversation. As Leon noted, the intent of the exercise was to really surface the major issues and the foundational assumptions so that going into the development of the draft consensus policy, these are major considerations, and we can use the lens of everyone's opinions and take on this to, like Gabe noted, interrogate different avenues and then continue to facilitate productive conversations based off of draft text.

So, I think this was a really good exercise, and we do really appreciate everyone's input and the time, energy, and thought that was put into this. Really helpful. Very constructive.

So, Leon gave an opportunity for any other business. I think we should take the win on surfacing everything we needed to surface. I think we all have a good sense of areas that we need to address and move forward and continue the conversation on with the draft text. So, just to double back on next steps.

Next slide, please. So, I think we can consider this a win and a milestone achieved. I think we got everything we needed out of the requirements flow in terms of both alignment and additional questions for further discussion.

We will pause the biweekly meeting cadence, and ICANN Org will continue to develop a draft consensus policy. We are shooting for the 9th of April, and as Roger questioned earlier on, will the IRT get a chance to see that? Our goal is yes, to have that draft out to you. However, again, we are trying to scope and structure the conversations because of these very sensitive points that do permeate the document and are foundational in nature.

So, we will be sticking to a module format where we discuss knowingly the definitions, the consensus policy itself, and then subsequently the disclosure frameworks. So, just to keep that in mind.

So with that, I do believe that brings us to the end of the meeting, nine minutes early. But again, really appreciate everyone's input, very constructive and productive. And we will circle back to give everyone an update on how we're moving forward and the date of April 9th, which we are aiming for at this current point in time.

So with that, I think we can conclude. And thanks again, everyone. I hope you have a great meeting. Really appreciate it and hope to catch you next time. Thank you.

LEON GRUNDMANN

Thanks, all.

[END OF TRANSCRIPTION]