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ICANN86 Seville | PF – GDS: PPSAI IRT Working Session  
Wednesday, June 10, 2026 – 16:30 to 18:00 CEST

JESSICA PUCCIO

Hello, and welcome to the Privacy and Proxy Services Accreditation Policy Implementation Review Team. This is our meeting number 34. Today is Wednesday, the 10th of June, and the time is 14:30 UTC. My name is Jessica Puccio, and I will be acting as a remote participation manager for this session. Please note that this session is being recorded and governed by the ICANN Community Participant Code of Conduct, ICANN Expected Standards of Behavior, and the ICANN Community Anti-Harassment Policy. Please observe these guidelines to participate in the session. I will also post them in the chat for your reference. To ensure transparency and participation in ICANN's multi-stakeholder model, we ask that you sign into the Zoom using your full name. If you'd like to speak during this session, please raise your hand and state your name clearly for the record before beginning your input. If you have any SOI changes, please notify ICANN staff of this now. And with that, I will hand things over to our project owner, Jason Kean.

JASON KEAN

Thank you, Jessica. Thanks, everybody, for joining. It's nice to see everyone in person. And thank you for making the walk up here.

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Greatly appreciated. We'll start with the welcome and agenda. So the agenda, last-minute addition at the request of Owen. You should have seen it on the email list, if you got a chance to. Amanda Rose from Compliance is here to give us a run-through of the current pass-through requirements. Next, we're going to review the PPSAI IRT implementation work to date, and the discussion on privacy proxy service providers. We're also going to go through ICANN org's implementation approach and the plan for moving forward based off of the discussion we've had over the past two months. And lastly, we're going to introduce the draft PPSAI Consensus Policy definitions for everyone's review, and we'll get to that a little bit later. Any other business, if there is any. So, I'll actually hand it right over to Amanda now. Amanda, please.

AMANDA ROSE

Thank you, Jason. And thank you for bumping me to the top. I do have a conflict, so I have to leave. Once I present this to you, hopefully I can answer some quick questions if you have any. But I'll jump right in. I am Amanda Rose. I'm a Senior Registrar Compliance Lead for ICANN Contractual Compliance. We can go ahead and move to the next slide.

So I wanted to briefly explain the pass-through requirements for resellers in response to Owen's request. I know we've had a lot of conversations about this, and wanted to clarify how the current RAA is structured with respect to privacy requirements. So our main pass-through provisions are within Section 3.12 of the RAA, or

Registrar Accreditation Agreement. Essentially, the higher-level 3.12 rule establishes that registrars are responsible for ensuring that the registrar services, those are the services that are required by the RAA or any consensus policies that are incorporated into the RAA, are performed in compliance with the RAA. So it does not matter who is providing those services. If they're provided on behalf of a registrar by either a reseller or a third party of any sort, the registrar is ultimately responsible for ensuring that that is done in compliance. That is the main provision that Compliance uses to enforce requirements where there's reseller business models. So for example, if a reseller is performing requirements such as sending domain renewal reminders or renewing domain names on behalf of registrants, permitting management of the domain name, facilitating transfer, all of those requirements under those individual policies must be performed in compliance, so the registrar is not caused to be out of compliance if the reseller fails to do something that it is supposed to do. So ultimately, it all comes back to the registrar. That is who we are contracted with, so how we enforce those when it is down the reseller chain.

Back to privacy and proxy, there is one provision in 3.12 that is specific to privacy and proxy specification, and that says essentially, under the current RAA specification, that registrars must ensure that its resellers do comply with the specification. So the rules within the specification are what apply with the pass-through provisions. So I also included the definition of registrar services here, because that is how it incorporates everything in

through the RAA, but I will not get into that too deeply. The key here is what the actual specification says, and that is, registrars, of course, must require their resellers to comply with the terms of the specification. However, under Section 3 of the specification, it makes clear that any obligations do not apply where the registered name holder employed the services of a privacy or proxy provider that is not provided by a registrar or any of its affiliates. So, it's important to see that that specification limited it in scope to either the registrar directly providing a privacy proxy service or having an affiliate providing its privacy and proxy services. This is, of course, the specification that was in place until the work through the privacy and proxy, I guess PPSAI is what it is now, but until that is further scoped and implemented accordingly. So if we go back to 3.12.4, that also says that that specification would essentially be replaced, and any new requirements that come out through further policy work on a privacy and proxy policy would then apply to resellers through 3.12. So we can go to the next slide. Sorry, I'm not in the Zoom, or I am, but...

JOHN MCELWAINE

Yeah. John McElwaine, for the record. Really quick question. Going back to the last slide, I'm just trying to get back into PPSAI. What's the kind of layman's-term situation when you do have a registered name holder that employed the services of a privacy proxy provider that's not affiliated with a registrar? Is that a situation where I register something for my mom?

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AMANDA ROSE

There are a lot of different scenarios of how that might apply. If it is not the affiliated or directly provided service, and on the next slide, I have a few examples, then essentially, whoever is the registrant that entered into the registration agreement, that's who we would look at as far as who has the rights and responsibilities for the domain name. So if it is-- And maybe we can actually show the next slide because that might help. Some examples of where the requirements-- You jumped right ahead. Where the requirements do not extend to, that would be those-- You're offering a service on behalf of somebody else. But namely, registrar resellers that offer their own privacy proxy services are not covered under the current specification. Resellers that register the domain name in their own name and enter into the registration agreement with the registrar, and then license use to their customer. That does not fall under the current specification. And of course, reseller affiliates would be the same. So, where the specification does apply would be registrar directly providing a privacy proxy service, registrar providing, or a registrar affiliate providing the privacy or proxy, or a reseller which is providing one of those. So a reseller can offer, if that is the model that they have with their registrar, the registrar's privacy or proxy service or its affiliate. But it would not apply if it was the reseller's own. So hopefully, that distinction is clear there. Oh, go ahead, Gabe.

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GABRIEL ANDREWS

And apologies. I just wanted to finger that and point out that from the perspective of some of my law enforcement colleagues, we've encountered some resellers that are operating their own proxy services as opposed to using the registrars. And it's been challenging for us because it's very, very difficult to know when that's happening at first without actually going and looking at their site directly. And so when we're looking at things in WHOIS data, when it's unclear whether or not a reseller exists, whether or not a proxy exists, and whether or not the entity listed there is acting as a proxy, much less whether in their action as a proxy they're bound by ICANN rules, it can be very challenging for us. And this challenges us in multiple ways, not least of which is where the heck do we even send our court orders, right? And so increased clarity in terms of when such entities are operating proxy services and whether or not they're bound by ICANN rules, I think is going to be very important, and I appreciate that clarification. Over.

AMANDA ROSE

I think no more hands. All right. So, and lastly, I wanted to point out that section, and I touched on this briefly before, but Section 3.12.4 makes clear that those pass-through obligations will apply for any work that we implement in the PPSAI policy. So how that changes the specification, or what changes here, is how it will pass through, and 3.12.4 will carry this policy through to the reseller. So, highly dependent on the work as we implement it to see how resellers will be impacted accordingly. So, I think with that, see if there's any

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other questions. I do have to get going, but I will answer some questions before I do so. Go ahead, Owen.

OWEN FLETCHER

Thank you. Hi, this is Owen Fletcher. So, thank you. This is helpful. I am processing, but of course, the word "reseller" appears here multiple times. So I was just looking up the definition of reseller in the RAA, to try to figure out how clear it is, whether or in which cases the pass-through obligations pass down through a situation with multiple resellers. Could you share your take on that?

AMANDA ROSE

I can share the definition first. But yeah, a reseller is typically what we look for is the reseller obligations under 3.12 also go into the agreement that registrars have to enter into. They have to have specific provisions within there. But essentially, they are offering those services. They've usually contracted with the registrar to distribute domain name services or domain name registrations down the chain. So our enforcement is usually directly when there's a reseller relationship. So there is an agreement between the reseller and the registrar that we can go after. So it gets a little more nebulous when there's resellers of resellers of resellers. Usually, there's a lack of contract that we can chase through those when it comes to putting those requirements to the registrars. So, hopefully that helps.

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OWEN FLETCHER

Thank you. Sorry to put you on the spot. I belatedly control-C'd the definition of reseller into the chat, but thanks.

AMANDA ROSE

Alan?

ALAN GREENBERG

Thank you. Owen asked sort of the question I was going to ask, but I guess I'll ask it using different words and try to get real clarity. As I read the RAA, the registrar is obliged to pass all requirements that need to be fulfilled down to the reseller. I don't see anything in the RAA which implies that if a reseller has resellers, those obligations have to be passed down. Am I reading it the same way as you're reading it?

AMANDA ROSE

Sorry, just making sure I understand the question. So you're saying that the obligations do pass through resellers of resellers. You don't see that as... I'm sorry. Go ahead.

ALAN GREENBERG

No. I don't see any words in the RAA which requires a reseller to pass those requirements down to their reseller down the chain.

AMANDA ROSE

Right. So that's why previously there's a lack of the contract privacy that we don't have with those subsequent entities. So we can

require registrars and their direct resellers to have contracts, to have certain provisions within those contracts to be on the hook for those actions that the reseller takes that maybe, if there's a violation or a contract issue, that we do investigate that with the registrar directly. I think if you have issues down the chain, then generally that reseller is going to still be on the hook causing non-compliance. So, for example, say there's a reseller of a reseller of a reseller that failed to send renewal reminders, ultimately, the registrar is still out of compliance because it's not fulfilled, and they've contracted then with their reseller. So they have to perform some type of remediation, or they will be on the hook for formal enforcement if that was the case. So the way we do enforce it, we can enforce reseller issues, but we always have to go back to the registrar ultimately. So hope that--

ALAN GREENBERG

Yeah. I understand that for remediation, you have a path that stops at the reseller and then up to the registrar. I'm simply looking at, from a normal point of view before any complaint to you, we currently have no requirement that the resellers must pass down the requirements. We could put that in the RAA to say when a registrar signs with a reseller, one of the conditions is, if they have resellers, those conditions get passed down. So at least we have a chain of contracts. Right now, we don't. It's not a problem for Compliance, but it may well be a problem for the registrant.

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AMANDA ROSE

Yes. Understood. Yeah. I wouldn't disagree with that.

GABRIEL ANDREWS

So first, thank you for sharing this again. To Alan's point, and as we're contemplating the potential use of pass-through obligations from registrars on down, to include maybe contemplating language that would have to be included in any agreement of any entity iteratively down the chain, I wonder, is there anything philosophically or practically that would give you cause for concern if we concept a solution for how to know when there are entities, resellers of resellers? If we had a pass-through obligation to have all those entities identify themselves to ICANN, is there anything that would stop that from being a practical way for you to become aware of them?

AMANDA ROSE

It's a great question. I think the farther down the chain you get with resellers of resellers of resellers, it's going to be more difficult for Compliance, of course. When you're tracing those obligations, that's just probably how I would expect it to work if I was... However, I do not think there's an issue with trying to incorporate that into policy, if that's... Okay.

GABRIEL ANDREWS

Thank you for that response, and agreed, and acknowledging there would be challenges, but perhaps still might give better data than

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exists now, which is next to nothing. But thank you for that response. Thank you.

OWEN FLETCHER

Any other questions for Amanda?

AMANDA ROSE

Thanks, all.

JASON KEAN

Seeing none. Thank you, Amanda. Really appreciate you coming. Oh, I see Jothan's hand just went up.

JOTHAN FRAKES

I'm so sorry to doorjamb you like that, Amanda.

AMANDA ROSE

Thought I was out of here. Go ahead.

JOTHAN FRAKES

I'm so sorry to doorjamb you like that, Amanda. Thank you for coming, and appreciate all you do. We had some discussions about the RIS and some of the information on it. And one of the things that we do is identify a privacy proxy provider affiliated with us when we either enroll as a registrar or we renew our registrar. We're supposed to provide that information, and that of our resellers, I believe. Does that get shared, or is there ways that could be shared

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to help with this process? Is that information available? As we have the discussions, the perspective with the background of being a registrar, I just wonder if there's some there there that might help in what we're working on.

AMANDA ROSE

We have access to the registrar information specification forms that are submitted. Typically, that's how we receive them. There's a form online that registrars fill out. Right now it's an Excel sheet, I believe, and then they submit it to ICANN. So that information is on file with ICANN. I know there's probably information in there that might need to have privacy. I'm not the expert on that, so from a legal standpoint--

JOTHAN FRAKES

It might be confidential or proprietary. I see what you're saying. Yeah.

AMANDA ROSE

Right. I'd want to make sure that we look into that fully. But I believe there's been discussion about making some of that information public as an avenue if we want to use that to ultimately meet one of the obligations that could come out of this, which is to have ICANN make the privacy and proxy information available. But that's, I believe, part of the discussion that we'll have during implementation or when we start getting into drafting the policy itself, which we're not. We're getting close, right? Okay.

JASON KEAN

Thank you. And I do see Gabe has his hand up as well.

GABRIEL ANDREWS

I keep coming back to the well. We're noting in the definition of reseller, there is a term, "with registrar's actual knowledge." And I note that that's very similar to our discussions of the word "knowingly" before. And because a reseller apparently by this definition only counts as a reseller if it is an entity with the registrar's actual knowledge. Very familiar, right? And so I'm wondering, has that term ever given you or anyone in Compliance challenges before? Just curious, or have you no recollection of any time where that caused you any problems?

AMANDA ROSE

It is not something I've personally had an issue running into. I think ultimately that similar idea, like you said, to the knowingly issue, is meant if I go and I register 50 domain names as Amanda Rose registrant, and then I start selling them to my friends, a registrar should not be held to have me as an actual reseller. There's no knowledge or intent there of contracting with me to perform registrar services on their behalf. So I think the idea there is that-- And that's again why we go back to, is there a reseller agreement between the registrar and the reseller? One of the first questions we ask when we do enforce issues under 3.12, "Is this your reseller to begin with?" Because there are situations when there's

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registrants that seem to be resellers, but the registrar says, "No, we have no actual relationship." So that would fall into that type of category.

JASON KEAN

Yeah. I think you better leave it now, Amanda.

AMANDA ROSE

I know. Thank you.

JASON KEAN

Thank you, Amanda. Okay.

AMANDA ROSE

I need a burger or something.

JASON KEAN

Moving on to the review of IRT implementation work to date, and a discussion on privacy proxy service providers. So, we've had a lot of text and a lot of discussions, so I tried to make this a little bit lighter. It's 04:30 PM in the afternoon. We like to use the analogy of bar with friends, so I went with the beverage theme. So brewing a cup of PPSAI Consensus Policy is the theme.

So just reflecting on accreditation. The PDP working group recommendations were developed with the aim to encourage providers of privacy proxy services to become accredited, which involves the application of procedural and contractual safeguards

that ICANN understands are aimed at preventing and mitigating the use of privacy proxy services for nefarious purposes, and providing customers of privacy proxy services with consumer protections. So that's an overarching element we have to keep in mind. The initial implementation approach, again, you have a nice cup of policy-filled accredited privacy proxy service providers. Initial implementation of the recommendations focused on the creation of a standalone accreditation program to accredit any potential privacy proxy service provider. Again, that's why it's full. It was intended to accredit any privacy proxy service provider. The working group final report specifically targeted the following requirements. These should all be very familiar to you because we just went over this in the requirements document, but I'll just touch on them again. Validation and verification of customer data, privacy proxy customer service agreements, publication and content of privacy proxy terms of service and service provider contact, information on abuse reporting, required customer communications, policies and procedures for data disclosure, and lastly, data retention escrow, which is a carryover of registrar data escrow requirement of privacy proxy data from the RAA. So again, these should all be familiar. These were attempted to resolve what I mentioned previously at the aim of the actual policy itself.

So we all talked about alternative implementation, which was the opt-out model. Everyone should be familiar with this as well. Everything was going swimmingly, but we did get hung up on resellers in this chain, and we already discussed some of this

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previously. So this has been a point of contention, and believe it or not, we've been talking about this for two months now. Everyone has spoken a lot about it, and we really do appreciate that, because this is foundational to the policy and permeates all elements of it, we want to have clarity and clear understanding. So privacy proxy service providers requiring accreditation. The big question we've had is which privacy proxy service providers need to be accredited under the privacy proxies, the PPSAI Consensus Policy, in order to faithfully implement the PPSAI recommendations. So here has been the discussion. We have our nice full cup of accredited providers in the standalone accreditation program, which I think everyone agreed was not the optimal path for implementation. So we opted for the opt-out model, which evolved into a hybrid of some other models, which seemed to have pretty big consensus. So the question then became: Who are the providers in this policy? We have some arguing that it should be just registrars and their affiliates. We note here, again, I have a disclaimer. I talked to everyone about this. So the graphic above is for illustrative purposes only and does not reflect any actual estimates, as the exact breakdown of each provider type is not known. So we'll lead with that. We can see, and we discussed this previously, registrars and affiliates, this would leave a pool of unaccredited providers, of which we touched on knowingly before. Registrars should not knowingly accept unaccredited privacy proxy service providers. So we see a gap there. Next, we have registrars, affiliates, and resellers. We see that gap could be smaller. Again, not actual estimates, but we can imagine that it's smaller. Still leaving a gap

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of unaccredited providers there. And then lastly, we have something that was discussed at the very last meeting, and that's registrars, affiliates, and non-affiliates. So if you take a step back and think about the original approach to the standalone accreditation, it was agnostic to who it was. It was providing a privacy and proxy service. So with that in mind, we did a lot of reflection, and we did pull some additional language that I'd like to move on to, but before I do, I want to see if anyone has any questions or any clarifications thus far, or did I accurately represent the discussion to date? Okay. Oh, I see Alan. Alan, please.

ALAN GREENBERG

I guess I want to understand what you mean by the unaccredited straw or whatever it is in that last one. Is that us and our friends and our brothers and selected lawyers?

JASON KEAN

Great question, Alan. So, that would be, yes. That would be the one-offs and the circumstances which are considered out of scope as per the recommendation. You can see that's consistent with the standalone program, which was consistent with the original recommendations. Okay. Thank you for that, Alan.

All right, so next. Based off of two months of discussion, looking back at the final report, looking back at the small team guidance, ICANN org has taken all the inputs in. And I just wanted to highlight something which is very reflective of the current state we're at. This

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is a summary of the working group's final consensus. Apologies for reading this, but I think it's helpful. In finalizing its recommendations, the working group noted at several points during its deliberations that there are likely to be implementation challenges in applying accreditation standards to privacy and proxy service providers who are not affiliated with an ICANN-accredited registrar. We get that. I think everyone is understanding of that. However, it's not saying it's excluding. It's just saying it's challenging, and I think we understand that. The working group identified a number of topics under its charter questions that might raise these challenges. These include, and these are examples from the report again a little while back, the impact of transfer of domain registration on P/P customers, the effect of customer de-accreditation on the P/P provider, and the option for a privacy proxy provider to offer cancellation of a domain registration in lieu of disclosure of customer information in response to a valid third-party request. Now, again, while the working group believes that accreditation policies it's recommending are adequate to address most of these situations, it recognizes that the implementation of these policies in the case of accredited service providers that are not affiliated with the ICANN-accredited registrars may require implementation adjustment. So not saying excludes, but we have to consider it and work with it. And that leads us to where ICANN.org landed as part of this implementation. Again, you're seeing a very clear comparison drawn with a full cup of coffee, and that is to achieve a model which accounts for as many privacy proxy service providers as possible to limit the amount of unaccredited providers

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of which registrars cannot knowingly accept registrations for.  
Roger, I see your hand. Please.

ROGER CARNEY                      Thanks, Jason. On that last statement that you read off, where did that come from?

JASON KEAN                         The working group's final report.

ROGER CARNEY                      What working group?

JASON KEAN                         The PDP working group.

ROGER CARNEY                      So the original PPSAI working group.

JASON KEAN                         Correct, yes. Apologies for not clarifying that.

ROGER CARNEY                      No, that's okay. Thanks.

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JASON KEAN

All right, yep. Okay. So I do think this is a good opportunity as well to reflect on this implementation process. So I was speaking with somebody yesterday. What we go off of is called the CPIF, Consensus Policy Implementation Framework, which essentially lays out how this process should work. It also lays out how we as org receive GNSO Council recommendations, and we implement those, and the IRT is providing input to us to make sure that it's faithfully implemented. So in taking that all into consideration, we're trying to implement exactly what I read earlier to make sure that we're crossing all Ts and dotting all Is foundationally with the understanding that there has to be some flexibility in the actual execution, but that we're actually doing what we need to be doing. So that's our role. So I wanted to just emphasize here is this policy is out on the table. We're trying to advance it forward. You all are providing input, so it's not us forcing anything on you. It's us participating together on this thing that we're trying to advance. As we continue with this, there's always the opportunity, if there's significant disagreement with any direction, that it can be escalated. So no hard feelings at all. It's merely just a part of the process, an important part of the process. So with that all being said, we do believe that non-affiliates is-- Oh, I'm sorry. Alan, did you want to have something now?

ALAN GREENBERG

I guess I didn't understand the transition of the slides from the four cups to the two cups.

JASON KEAN

Okay. Sorry, Alan. That's the conclusion of, after taking all those things into consideration, what is most consistent with the original standalone implementation to faithfully implement the policy recommendations. So I can go back to the contrast of all of them. So this is in a discussion to date, essentially, what are the options and why, and tying it back to the intent of the recommendations and through the lens of how do we faithfully implement that. ICANN org's conclusion for our implementation approach would be to leverage the registrars, affiliates, and non-affiliates approach to ensure it's consistent. You had another question?

ALAN GREENBERG

I'm not sure I understand, but I'm going to let it go until we go farther and--

JASON KEAN

Okay. I did say it was an analogy, not the best analogy, but... Roger, please.

ROGER CARNEY

Thanks, Jason. The previous statement, you're saying staff used to get to this two-cup idea here. But did staff also use the small team deliberations and responses to the IRT to also get to this? Because they had additional information that was part of that last slide as well.

JASON KEAN

Yes, absolutely. That was definitely included as well, sorry. I did mention that. I didn't use any of the additional excerpts, Roger, but yes. That was 100% part of that.

ROGER CARNEY

Thanks, Jason. And the next thing is, I am a little confused on non-affiliates, because doesn't that just exist for everyone then?

JASON KEAN

So, therein lies the question, because the intent of the original implementation was to capture privacy and proxy service providers. It was not agnostic, and I think you made a great point, too. Why are we calling out resellers? There's other privacy proxy service providers out there, and that was a very large input to our discussion as well, because that direction did explicitly call those entities out, but the intent of the original recommendations was not that. It was privacy proxy service providers.

ROGER CARNEY

Well, okay. I think we can agree to disagree on that, because I'm not sure that the original PDP wanted to encompass everyone that does this, including what we've always talked about, a lawyer or a friend. I don't think that they intended those people to be proxy services.

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JASON KEAN

Yeah, and I'm excluding the lawyer and friend, but we did have discussions in this group with multiple members actually noting that there were certain entities that acted as proxy providers in large groups. And that was part of that discussion. That's what I'm referencing. Not the exclusion out of scope, but to reflect on who is actually providing this. And again, just to bring it back to the small team guidance, those definitions, which were privacy and proxy service providers, were said those are the definitions. So that was part of that.

ROGER CARNEY

Thanks, Jason.

JASON KEAN

Yeah. Thank you, Roger. Yes.

UNKNOWN

And I just wanted to make, as sort of an excess of caution and disambiguation, the two cups of coffee here are the first and fourth cup in the prior slide. The two outside ones, they are the same data. The type is a bit small. Thank you.

JASON KEAN

Yes, absolutely. They're the same, yeah. The same head of-- Yes. Yep. Alan.

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ALAN GREENBERG

Thank you. Two points. Number one, I'm not sure where we decided on the opt-out model as opposed to the opt-in, but we can talk about that later. If we are talking about non-affiliates who are not controllable either through direct contract with ICANN or a chain of commands that we have control, that we can give guidance on, in other words, a reseller can be committed to doing something, even their resellers must, then we have bodies that are not controllable by our rules at all, and we have to go back to this standalone accreditation model. So I don't see how we can include, in our final model, anyone who is not in direct contract with ICANN or controllable through a chain of contracts, unless we're willing to build a brand-new accreditation program, which I thought we aren't.

JASON KEAN

So it's a great question, Alan, and I think the next logical discussion is that, right? What would have to exist in order to do that in the policy language? What contractual agreements would be required? How could that work? And working from there. I think what we need to do as part of this approach is to get over the hump of calling out specifically who the providers are and start talking about what the intent is and how we get there. And that's back to that this is challenging, hard, and not easy, but I think we have to move over that to have those real discussions that you're raising now.

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ALAN GREENBERG

As long as we understand that not easy is not equivalent to impossible.

JASON KEAN

Absolutely. 100%. Gabe?

GABRIEL ANDREWS

Gabe, for the record, who got distracted. So I think what I'm seeing here in your small narrow band at the top of the white strip of unaccredited, I think based off the discussions we just had, I know that we're done after the slide, but talking about the notion of without the registrar's actual knowledge, right? So if it's the bar scenario, that would fall in that narrow strip, right? But some of the entities that I care about as police that are operating large-scale proxy services as resellers very much wouldn't fall in that strip. And I think that if that is actually what you're contemplating here, that kind of matches similarly to what we talked about before, too, Alan, unless I'm misunderstanding, that we have that goal of ensuring that those large-scale entities are very much caught under the policy umbrella. And I don't care in the least about the bar scenario that's been brought up before. I have no desire to police them. Right? So if that's what we're talking about, I think this is something that sort of matches. It's just a different representation of our past conversations. That's how I'm interpreting it. Over.

JASON KEAN

Thank you, Gabe. Alan again? No. Old hand. Okay. Jothan.

JOTHAN FRAKES

Yeah. So I commented in the chat, it seems like the graphics kind of distorted how close things were, just a scooch. Do you realize, when we're starting to talk about having first-party accreditation for privacy proxy providers, just how much is going to be involved in making sure that all of the other requirements like ERRP, EDDP, WDRP, so much notification material, there's not even technology to transmit that additional information from those accredited providers. We just are opening up a big can of worms if we're trying to create that first-party accreditation model and lump it into this now for dealing with unaffiliated parties. And we're really going to have to lean on knowingly. Amanda said doesn't really apply, but she's not measuring that right now because it's not an applicable policy. So I am surprised that we're going to go that route. It seemed to me that the third cup was kind of a more practical, workable approach. I feel for Gabe and law enforcement and what they have to do to find Waldo through nested situations. But it's going to be very challenging to implement this. We just may have kicked in another eight years before we can get anything because of all the stuff that's going to have to get built to make it happen. Thank you.

JASON KEAN

Thank you, Jothan. Owen?

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OWEN FLETCHER

Thank you. This is Owen. Apologies if this is obvious to everyone else. But, so if you go to the-- Well, you don't need to go to the next slide, but the two-cup, the one where it's the opt-out model on the right here. Okay, so is this picture on the right depicting a situation where unaffiliated privacy or proxy providers are still eligible to apply for accreditation or to receive accreditation somehow?

JASON KEAN

Yes.

OWEN FLETCHER

Okay. So yeah, I'm trying to piece together how different it is from the standalone accreditation model. And I guess I'm also just wondering, it seems to me like there's a choice between whether we care to ensure that accreditation is available or to make accreditation available for unaffiliated entities, or if we stick with a model where accreditation is only available to affiliated entities, but we look for some way to help address the requirement that registrations are not knowingly accepted from the unaffiliated, unaccredited ones. I'm still thinking through all of this, so just throwing that out there. Thanks.

JASON KEAN

Thank you, Owen. Gabe?

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GABRIEL ANDREWS

Jothan, this is kind of directed towards you, so heads up. But I'm trying to understand your comment. I understand at a high level, you are concerned about various obligations that would be placed on any accredited party that wanted to run its own proxy service. Right? Do you have the same concerns, however, if all that really does in effect is motivate those other parties to use the registrar's proxy service? Because it seems like that's what would happen.

JOTHAN FRAKES

Yeah, I don't think that would eliminate the third-party issues. The concern that I have is that registrars, for compliance purposes, have contactability things that we have to do to make sure we're giving notice, we're letting them know about what's going on with their customer experience. And in a situation where it's a third party, we know them as a registrant, and so we're ticking the box next to compliance. By introducing this, what I'm saying is we're introducing some levels of difficulty here, that there aren't bridges to take us to that other side of that river yet, that we'll have to go through and figure out how to do that. There's technical layers, there's policy layers, there's going to be things that are written policy that'll have to be reviewed in order to make this possible. My concern is that's going to cause delays again for this.

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GABRIEL ANDREWS

Just clarification, when you say make this possible, you mean making it possible for resellers to operate their own proxy services in an accredited fashion? That's your this?

JOTHAN FRAKES

Well, so when I talk about this, I'm talking about the unaffiliated privacy proxy providers. If they're not part of the end-to-end, like you've got this scenario of a reseller. The reseller is communicating already with the registrar, sending them some data. Let's say it's some attorney that they're using, that they're putting the address of. That attorney is listing themselves as the registrant. They're going to use whatever method to relay whatever comes, hopefully not a subpoena, but they're going to relay whatever comes to the person that they're registering on behalf of. But there's no technical means to send the underlying data to escrow. So that gets triggered. We have the obligations to make sure that the underlying data gets sent to escrow. So we don't have a solution for that. We'll have to solve that. We have communication where, for example, when a domain expires or deletes, we've got things that we're compelled to talk to, and now there's a different party who's at the end of that. So we have to come up with solutions to things where the third cup, we didn't have to deal with all that. We had a sort of a fast path through Candy Land. Now we're having to go the long way around.

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GABRIEL ANDREWS

Copy. So I think what I'm understanding from you is what you're saying, but again, correct me if I'm wrong, but I think that when you note the attorney example, that would be one of the examples in the white of not known to the registrar at that point because they don't have that contract privity arrangement the way that a reseller does. The things that we care about, that I keep trying to stress, what we care about is when there are resellers that already do have these communication channels in place that right now are operating proxy services and doing so out of bounds of any sort of policy oversight. So I think that that's a much bigger piece of where the attention should be than the notion of the smaller edge cases, whether it's the bar scenario or the attorney, whatever. I'm perfectly fine keeping those guys in the white strip, speaking personally, and addressing the larger challenges of the ones that do have all the communication channels in place that you're alluding to.

JOTHAN FRAKES

I'm still saying, I think, that until we do all that other work, you're going to ask us for something we can't give you. We can't say all attorneys are the bar attorney scenario or the family friend. I think we're going to see scenarios where that's not the case. And then you're going to ask us for something where we will be out of compliance if we don't give it to you, but we don't have it. That's what I'm worried about. I want to help you get to where you need

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to get, but I won't be able to do it. And then I'll be in compliance violation. That's problematic.

GABRIEL ANDREWS

Okay, so the last thing I'll say is just a philosophical note. I'm happy to workshop with you, cut out to address those situations, so long as we can address the more prevalent concerns of the resellers. And I think if we can find some way to address the risk that you're enumerating, I think that there's goodwill to do so. Is that fair?

JOTHAN FRAKES

Yeah, it's ICANN Compliance that we need to carve out with. So we'd have to find some way to make sure that that-- Because I don't have those with my registrar, right? I'm talking about things that happen in the wild. And we want to make sure that-- I think we've talked this through quite a lot, and I hate that we keep finding ourselves in these workshop scenarios, but there's other people in the queue, so I don't want to eat all the time. But basically, that may have cost us some time, more time than we wanted to. It seems like an acceleration through and somebody gets a win, but we're actually losing is my point. There's going to be some delay caused by that. Thank you.

JASON KEAN

Thank you, Jothan. Alan.

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ALAN GREENBERG

Thank you. I understand that there may well be privacy proxy providers out there in the wild who do all sorts of things and are not affiliated at all, and I don't want to use-- The term affiliated has a meaning within our contracts typically, and I'm using the lowercase affiliated. To be clear, the only ones that I believe I am concerned with, and I think it's the same with Gabe, is the unaffiliated who are connected to ICANN through a chain of contracts. If they are not connected to us at all, I have no interest in calling them a privacy proxy provider. I don't want them to be affiliated. I think they're out of the question. They're in the same category as the lawyers and the bar friend. Okay. I understand they may have huge businesses and may be operating privacy proxy for human rights reasons or just to make a lot of money. But those I don't believe are the ones that we should be focusing on. I think we should be focusing on the ones that are in the chain of contracts, and as Jothan points out, implementing some of those things are going to be difficult, and we may have to look at it carefully and decide which ones we want to waive and which ones we don't. But to be clear, those are the unaffiliates that I have a concern with, and not the others who we would have to set up a true independent accreditation program for.

JASON KEAN

Thank you, Alan. Understood and appreciated, and I think how you're articulating that, focusing on what's possible and how it would work, is where we want the conversation to be. So it goes

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back into who that is, right? That's the intent of the conversation, so I do greatly appreciate that. Roger?

ROGER CARNEY

Thanks, Jason. And I'm going to hopefully help Owen with where staff was trying to get with the fourth cup. But first I want to say, maybe we need to change the straw. Thanks, Alan, for bringing up the straw, because now it's all I see. Because they are unaccredited, but this whole group is saying we don't care about that group. They shouldn't be accredited, right? That's what everybody's saying, is that group should not be accredited. But to Owen's question that he had a little bit earlier, cup four is not a standalone. It is an RAA with pass-through obligations. So there is no standalone. The idea staff has, I'm not saying this is right, I'm just trying to help explain, I think, where staff was going was this is not standalone. It is an RAA with pass-through obligations. So hopefully that helps, Owen.

My other comment was Gabe and Jothan were talking about here, and something maybe I'll let Alan noodle on, because a lot of web developers and lawyers choose to become resellers for certain reasons, and we'll be honest, most likely it's because of price, because they get a price cut on that. So the problem is, is this little white sliver is now going to force some lawyers into contractual obligations if we pass them through to resellers, because they are a reseller, and they're doing it for certain reasons, not because they want to provide proxy. Because a lot of attorneys provide their contact information because their clients don't want to be

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contacted about this stuff. And it's not that they're trying to hide who it is. They're just putting in their contact information. And just web developers the same way. Web developers' clients don't want to have to worry about something that's happening. They want the web developer to handle it. So it's not like they're providing a true reason for proxy, and they're not trying to hide anything. They're just trying to take ownership of it. But the problem is, is if we pass these through, all those people are going to get caught because they're going to be resellers, and they're going to have to do this. And I think this probably goes against a little bit of what this PDP-- You're talking about killing business models. It is, because they're going to stop becoming resellers because they can't do that. They can't do those things, and they don't want to do those. So you're stopping a business model that is in practice, and it's just my thought. Thanks.

JASON KEAN

Thank you, Roger. I see Gabe.

GABRIEL ANDREWS

Yeah. I think there's a choice that's been missed there. You're forcing them to either become accredited as a proxy provider or use their registrar's proxy services. And so rather than killing a business model, I think it's opening up an opportunity for registrars to provide proxy services for those resellers.

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ROGER CARNEY

Well, I think that if you're getting to the choice point, any client has a choice to go wherever they want. An attorney's client could go to Tucows and use their privacy service to do that. But again, that's not why they're doing it. They're doing it because they want their attorney to handle all the issues that come through. The web developer's doing it because they want to handle all the technical issues going through, and they don't want their clients to worry about it. So they do have a choice. They can go use somebody else's, but that's not the purpose. And again, I think that the purpose is you're killing that purpose by making them do that.

JASON KEAN

Thank you, Roger, and just to clarify, killing business models was not part of the discussions. It's merely off of the recommendations, which, reminding everyone, are dated. Right? We're with them. We're trying to work with the implementation. At multiple steps of the way, they did go, as you mentioned, small team guidance as well. So we're trying to remain consistent with that and work within them and be flexible for implementation. So this is really a great discussion. Alan.

ALAN GREENBERG

I think part of our problem is privacy and proxy are not the same, and we've put them into the same pile, and that's rather unfortunate. A web developer can take full custody of the domain and still put the real owner in it. So if they were operating a privacy service, they get the same end. We've put them together and I

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suspect in terms of law enforcement, I don't know, certainly in terms of other things, there's a big difference between privacy and proxy. It's been fudged with GDPR, where some registrars have decided to obscure even corporate names due to GDPR, so that makes it a little bit messier. But the bottom line is, yes, I understand a lawyer may become a reseller to save some money. But if they do, their saving that money gives them obligations. I don't see a way around. If we include them to make sure we capture all the real things, and from my point of view, I worry about escrow, and the ability of a registrar to recover if that web hoster goes out of business. Suddenly, nobody knows who those domains are, and we have no way of recovering. So there's a whole bunch of linked things here that I don't think we can ignore completely.

JASON KEAN

Thank you, Alan. Jothan.

JOTHAN FRAKES

Yeah. I put this into the chat, but there's contracted parties. So right now there's registries and there's registrars, but we're essentially creating a third class of contracted parties. What's its representation? Right? What's that look like in the MSM? There's just so much under the hood. I know I sound like I'm against this. I'm not. I'm against delay. I'm against the stuff we don't realize is inside of the spring-loaded Pandora's box we just opened with that. Thank you.

JASON KEAN

Thank you, Jothan, and to quickly respond to that, I think based off of the conversation over the last two months, this is the next step. Because I think we've compartmentalized it, and it's either this, it's either that, or you get what I'm saying? It's either of these cups. I think what we're doing now is we're going a step beyond that. What would that look like? What exactly does that mean? And I think that's where we need to be to have this conversation to move this policy forward. Because I fear we were stuck in a rut. So that's the intent. John.

JOTHAN FRAKES

But picture you have a problematic, unaffiliated third-party proxy, and then you decide to de-accredit them, and we still wouldn't have the data if we don't have a mechanism. I'm concerned that I want to help law enforcement. I want to be reducing the problem as a registrar, but if I suddenly become aware of a registrant knowingly using this provider, then the provider decides not to participate in the party, and then you go to de-accredit them. I'm still not going to give you the data because I don't have the data. All I can give you is the data about them. And I hear, I think, that there's a desire to get all the way to Waldo and not have to keep hunting on the page for him, right? You want to get you right through the maze to the cheese to get the bad guy, or whatever other scenario. So I wonder if we've got a situation here where we might be creating more problem than solution. But thank you.

JOHN MCELWAIN

So John McElwaine, for the record, just to provide, I guess, a little bit of color of the talk that's been going on and helping crystallize things in my mind. As a private practice lawyer, I do buy domain names for clients, but I would never put them in my name. I always put them in the client's name and a corporate registrar and use a corporate registrar's privacy proxy because I don't want to be responsible for it. I can't tell you how many disputes I've had where the web developer has registered it, put it in his name, and then there's a falling out between the poor mom-and-pop business and the web developer, and the web developer's holding the domain name hostage. So it's just not a good business practice if somebody's built a model off of registering domain names sort of off the record, whatever. So I think to Gabe's point, forcing some of this to go back to the professionals, let the professionals run the privacy proxies is probably, on balance, a smart thing. So anyways, just a practical comment.

JASON KEAN

Thank you, John. Okay, so I think we're having a productive conversation about what next steps would look like. I really do appreciate everything that, Roger, you're raising, Jothan as well. I think logically how this would work is the next step, and I think we do, although non-accredited is the direction we are going, I'm seeing some movement in either direction to where that could end up landing when we talk about practicalities and who the most

providers are, how we can ensure the intent is applied as intended. So that's, again, that's the direction we want to go, and we do want to actually start-- We started making revisions to the consensus policy language. We would like to introduce the draft definitions and start talking in actual circumstances of what this could look like, as opposed to this is just resellers or anything else, so we can understand exactly what we're talking about and the hang-ups, because Jothan, I think you raised some great points as well on what that would look like. So I think that's a very productive direction to go.

And getting back to this, we understand there has to be flexibility here related to how the requirements are satisfied. And we welcome how that would work. And understanding that, to your point, Alan, certain things might not be doable at a certain point once we hash it out, and that's okay. That's an adjustment that's made in implementation, which I think we want to do. But I think just getting over those roadblocks that we currently had and moving forward and addressing those head-on, I think is great. Before, to your point, Jothan, we go down a rabbit hole of addressing something that we don't think can actually be addressed. So really do appreciate that from everyone's perspective. We do have the link to the consensus policy definitions, which Jessica will drop in chat. I'm not going to go over them now, just in case we have any other discussions. I know it's end of the day and everyone can have some time to look through that on their own, and also continue this discussion on list. I think

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that would also be really productive as well based off of today's conversation. I do want to go over the work plan, though. We are asking, I know it's tight and I do apologize, that you continue to have this discussion on list based off of today, with evolving the conversation and moving it forward in mind. But you do have your input on the definitions by next Friday, so we can prepare for a meeting on the 25th. I do know it's tight. The definitions though are short, and I'm sure there's lots of fundamental questions that will be asked on the definitions as well, and also the policy implementation direction. So that's the long and short of that. We did get through all the content a little bit early. End of the day, I'll leave it open for any additional comments, concerns, or anything else that anyone might have. Alan, please.

ALAN GREENBERG

Just the link that was just posted in the chat. Is it findable some other way? Can you put it in an email to us?

JASON KEAN

Absolutely.

JESSICA PUCCIO

And Alan, just for the group, I have added it to the IRT workbook links tab. I think Alan is used to going there for links.

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JASON KEAN

That's fine. Great. Yeah. We will have a recap email of this, and this will be included in there as well, Alan. Okay. Leaving open for another hot second. Okay. Really appreciate everyone attending this at the end of the day. Sorry to drop this bomb at this point in time, but I think it's productive. I think the conversation that we're having today is very productive, and really looking forward to continuing it and moving this forward in a direction that is consistent and faithful to the original recommendations.

GABRIEL ANDREWS

Did you include the initial scheduled timeline?

JASON KEAN

Yes, absolutely. You're welcome. And with that, I think we can close. Thanks again, everybody. Really appreciate it. Safe travels.

JESSICA PUCCIO

Jason, you actually have 30 minutes left in the room. And so we're just going to close the recording now.

JASON KEAN

Sounds great. Thank you.

JESSICA PUCCIO

Thanks, Molly.

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MOLLY

Recording stopped. Good to close the Zoom room?

JESSICA PUCCIO

Yes, Molly. Thank you so much.

**[END OF TRANSCRIPTION]**