

TRANSCRIPT

Framework of Interpretation Working Group Telephone Conference *20 June 2013*

Attendees:

ccNSO:

Martin Boyle, .uk
Becky Burr, .us (Vice Chair)
Keith Davidson, .nz (Chair)
Chris Disspain, .au
Stephen Deerhake, .as
Daniel Kalchev, .bg
Eberhard Lisse, .na
Patricio Poblete, .cl
Nigel Roberts, .gg
Bill Semich, .nu

Other Liaisons:

Maureen Hilyard, ALAC
Cheryl Langdon Orr, ALAC

Staff Support and Special Advisors:

Jaap Akkerhuis, ICANN / ISO
Bart Boswinkel, ICANN
Kristina Nordström, ICANN
Bernard Turcotte, ICANN

Apologies:

Carlos Aguirre, GNSO
Kim Davies, ICANN
Desiree Miloshevic, .gi
Paulos Nyirenda, .mw

Kristina Nordstrom: Okay. So, from ccNSO we have Becky Burr, Keith Davidson, Chris Disspain, Stephen Deerhake, Daniel Kalchev, Eberhard Lisse, Nigel Roberts, and Bill Semich. And from Liasons we have Maureen Hilyard and Cheryl Langdon Orr. From staff support and special advisors we have Jaap Akkerhaus, Bart Boswinkel, Kristina Nordstrom and Bernie Turcotte. Apologies have been received from Desiree Miloshevic, Paulos Nyirenda and Carlos Aguirre. That's all I have. I just did the roll call, Becky, so I don't know if you want to proceed.

Becky Burr: Okay. We should start by confirming the agenda, and that was sent around by Kristina a couple days ago. Any changes to the agenda? Any additions? Hearing none, we will confirm the agenda. We also have the meeting report from June 6. That was also sent around a couple days ago. Any additions, changes, deletions? Okay, I'll take that as confirmed. And we're going to move on to the substance --

Bernard Turcotte: Becky? Becky? Becky? Martin has his hand up, I believe.

Becky Burr: Yes, Martin?

Martin Boyle: Hi. Yeah, I just wanted to pick up that I wasn't picked up on the roll call, but I am in on the call, both in Adobe and online.

Becky Burr: Excellent.

Martin Boyle: Okay, thank you.

Becky Burr: Okay. All righty. So, we'll move on to the discussion on revocation so that we can incorporate it into the main document. Bernie, I'll turn it over to you.

Bernard Turcotte: Thank you, ma'am. All right, we'll bring up the right document first. So, we're working from Analysis v.7, and as far as I remember, only have two bits of text that are to be discussed. Let me make that slightly bigger so I can actually read it. Maybe a little bigger than that. So, I believe our first piece of text is 5.3.2.2, which has been hammered out over the last week via e-mail, and this is not the last-last version. This is the last version before we have to post documents, but there have been some minor adjustments with it, and we'll take that during discussions, I believe. I see we've got two hands up right now.

Becky Burr: Martin, is your hand up? Do you have a new intervention? No, Nigel, over to you.

Nigel Roberts: Okay, I quite like what's there, but there was something I thought I sent you about the previously discussed exceptions phrase, which I thought was a bit opaque. I thought I put something in there about when reasonably not possible or something. I can't remember the phrasing. You don't remember that?

Becky Burr: Yes, it was oblique. I think it was -- that it would be not appropriate.

Nigel Roberts: I'm kind of relaxed about this one.

Bernard Turcotte: Okay, ladies and gentlemen, just to get everyone in sync, why don't we read what we've got and then we'll start adjusting it versus the last versions of e-mail. Is that okay for everyone?

Becky Burr: Bernie, El's hand is up.

Bernard Turcotte: Pardon me?

Becky Burr: El.

Eberhard Lisse: My name is Eberhard, by the way. I can wait for it to be read because my contribution will probably be resolved by reading it again.

Becky Burr: Okay.

Bernard Turcotte: Okay. The FOI working group believes that is inappropriate for the IANA contractor to step in unless substantial misbehavior by the ccTLD manager (a) poses a risk to the security and stability of the DNS; or (b) involves the manager's failure after notice and an opportunity to cure performed the objective requirements [i.e. to be on the Internet, maintain IT and e-mail connectivity and then apply technical contact and subject to previously discussed exceptions, identify an in-country administrative contact]. Over to you, ma'am.

Becky Burr: Okay. Eberhard, would you like to comment?

Eberhard Lisse: Yeah. I posted my version into the chat. It's a slight change only, basically (Inaudible) to make it easier to read. We intend to change the word "failure" to "refusal." Otherwise, basically it's the same [content].

Becky Burr: Right. I think the significant change is the refusal.

Chris Disspain: Everyone, Becky, Becky, we are getting serious, serious echoes.

Becky Burr: Yeah, I'm going to dial back in again because (inaudible) --

Chris Disspain: I don't think it's you. Kristina, are you able to tell who it is?

Kristina Nordstrom: The operator thinks it's coming from Nigel. If you can mute your speaker, or your phone.

Nigel Roberts: I've got everything muted.

Chris Disspain: You've got everything muted? I doubt that, Nigel.

Kristina Nordstrom: Okay, then we'll keep looking.

Becky Burr: Not it went away that you unmuted.

Chris Disspain: It stopped now, exactly. Becky, did I understand Eberhard to suggest that we should change the word "failure" in 5.3.2.2; is that right?

Becky Burr: Failure in 5.3.2.2, change it to "refusal," so it involves the manager's refusal after notice and opportunity to cure. The one thing -- Chris, you have your hand up. Do you have a comment?

Chris Disspain: No, I'm sorry, I'll put my hand down. I apologize.

Becky Burr: Any comments on that? I guess I have one concern, and Eberhard, maybe you can address it for us. What if there is no affirmative statement from the manager that I won't do [this, but it just] doesn't happen?

Eberhard Lisse: That would be too bad for the contractor. That's what happened in Australia, that's what happened in Kenya, and it's not going to happen again. I think I say this very clear on the list. If you write an e-mail and they guy doesn't answer, that's not refusal and that's not failure. That's not substantive misconduct. It's not going to happen again that somebody gets sent an e-mail, don't answer, it's finished (inaudible). We have discussed consent, yeah, and there must be an affirmative reaction. Therefore, the opposite of this, there must be an affirmative refusal. Just because he couldn't be reached that week or he was out of the country or whatever, it's not happening again. That is a serious issue for me.

Becky Burr: Okay. We have Chris and then Nigel.

Chris Disspain: So, I disagree in a couple of ways. First of all, there is a significant difference between not responding to a request to consent and not -- and a failure after notice and an opportunity to cure to correct behavior which poses a risk to the security and instability to the DNS, or involves -- I mean, that I think is the difference. The point Eberhard is talking about, or examples EI is giving are to do with circumstances where consent has been requested, no response has been received and it's been treated as consent.

And let me say, has only been treated as consent after subsequent communication has been sent saying if you do not respond, then we will assume that you consent. I don't think you can apply that in these circumstances. We're talking about a very specific set of circumstances where there is a failure after notice and an opportunity to cure to perform what are objective requirements. And to allow the circumstance where the manager can simply ignore all requests and not respond ever to mean that nothing can happen is simply not acceptable.

Eberhard Lisse: You mixed up just now the risk of security, of stability, what is the objective requirement? I fully agree that this cannot happen. But what can happen also not ever again is that the ICANN contractor decides unilaterally [only is not responsive enough for our purposes that considers the yes.] It's just not going to happen.

Chris Disspain: But, Eberhard, with all due respect, that's not the context within which this clause is drafted.

Eberhard Lisse: Well, it's not going to happen again. I feel very strongly about this. It has happened in the past that communications were decided by (inaudible) --

Chris Disspain: But that's got nothing to do with the context where you have already got substantial misbehavior subject to all of the checks and balances that we have put in place, all of the definitions that we've put in place, where it's posing a risk or involves the manager's failure after notice to perform what are objective requirements. So, what you are suggesting is it should be possible for a manager to ignore a notice, to perform objective requirements and therefore nothing should happen. And that doesn't make any sense. You cannot draw the same line that you do in respect to what happened with .au, or any of the other ones, for that matter, in respect to this particular clause. It's a totally different set of circumstances.

Eberhard Lisse: Then we need to clearly define what the IANA contractor is going to do. We are not going to have the situation again that the contractor decides communication with the recipients is not to our liking, (inaudible). That's the point that I'm strongly and vehemently, whatever you call it, objecting to and over which I am willing to (inaudible).

Becky Burr: Okay. Nigel and then Martin.

Nigel Roberts: Okay. My point was going to be on something different than this.

Becky Burr: Okay, then let's finish this first.

Nigel Roberts: (Inaudible)

Becky Burr: Martin?

Nigel Roberts: Am I with you?

Chris Disspain: Nigel, Becky was suggesting that if your point is on something different, let's leave it until we finish the point that is currently being discussed, and then we can talk about your point.

Nigel Roberts: I got you, but I hadn't finished speaking, but I've got a point on this.

Becky Burr: Okay, go ahead.

Nigel Roberts: (Inaudible) backwards and forwards. The issue here is notice, what is effective notice. If you simply send some guy an e-mail and then he ignores it, apparently, it could just be that e-mail or all e-mails are going into a bit bucket. Notice has to be -- the contractor has to make proper efforts to deliver proper notice, and that means sending registered letters as well, and trying to make telephone calls as well. I'm trying to make this technology-neutral, so I'm not saying how you do it. But I'm saying but you must be able to demonstrate you made all reasonable efforts to give notice in some regard and not just, oh, we sent an e-mail, he hasn't responded so we're going to re-delegate.

Becky Burr: Okay. I was sort of with you until we got to all efforts, because then you have to fly somebody over to wherever it is.

Nigel Roberts: I think the word was reasonable in there, Becky, so (inaudible).

Becky Burr: Yeah, reasonable I'm good on. Nigel -- not Nigel -- Martin, and then I just want to make sure we've got all of the comments in on this so we can talk through it.

Martin Boyle: Yeah, thanks very much. I firmly agree with Chris. I don't think that it is at all reasonable or (inaudible) can you not to put right (inaudible) said I refuse to put these right. He's just not doing it.

Becky Burr: Martin, you're breaking up. Can you get a little closer to your --

Martin Boyle: Is that better? Is that better?

Becky Burr: Yeah.

Martin Boyle: Okay. And I think there are words in this text that really address the risk of the IANA functions manager -- contractor taking a high-handed approach. The fact that somebody didn't do it quickly enough or didn't do it in quite the right shade, because there is after notice, which I think we have to accept as being reasonable notice, and opportunity, the contractor is given the opportunity to cure the failings.

And then the last one, which isn't in this section, but later, where there is the right to appeal. So, in fact, the right to appeal would then allow the manager to turn around and say, well, actually, I didn't respond because there was a temporary blip in the system. So, yeah, I would have great problems with the proposed new wording, because somebody could just ignore all letters, and that I think is entirely unreasonable. Thank you.

Becky Burr: Okay. Eberhard, I see your hand up.

Eberhard Lisse: Okay. If we don't go on the refusal, then I cannot accept the word an opportunity because that would imply a single opportunity. Also, I am not going to accept, to put the burden on the manager by saying, okay, the IANA contractor can do whatever he likes and then the other one can appeal. Sorry, doesn't work like that. Whatever happens, whatever we come up with, we will avoid the situation that it never happens again, that the IANA contractor unilaterally decided communication receives -- they receive from the manager is not to their liking, isn't fast enough, didn't arrive, bad luck, it's accepted as yes. That [is] not going to happen and I'm really serious about this. I don't want --

Becky Burr: Okay, I think we're agreed --

Eberhard Lisse: I don't want -- sorry -- I don't want to put this on vote, but we will put it on a vote if we have to.

Chris Disspain: Then I think we should do that.

Eberhard Lisse: Excellent. Not now, not today, we'll first rally the troops so that we make sure that we have enough votes and then we'll --

Chris Disspain: But you need an alternative suggestion, Eberhard. Given that your choice of the word "refusal" isn't going to fly, what do you suggest?

Eberhard Lisse: I must think about it some more.

Becky Burr: What about something that says after having received notice and a reasonable opportunity to cure.

Eberhard Lisse: That makes no difference. I also think we must --

Chris Disspain: Hang on. Hang on. Why doesn't that -- why does that make no difference?

Eberhard Lisse: (Inaudible)

Chris Disspain: Why does it make no difference?

Eberhard Lisse: You interrupted me. I wasn't finished. I also think that (inaudible) suggestion that not as an opportunity to cure should apply to both (a) and (b) is very valid. We should also not forget that. Unless somebody has received notice, you basically mean that we must -- how can we prove -- in other words, the issue that Nigel raised, reasonable notice, we must then define how can we make sure that reasonable process has been served on the manager?

Once we make clear that the (inaudible) has received notice, and not just by unilateral decision, no problem, then I have no problem. But that is the main problem -- how do we make sure -- I'm not against that if somebody doesn't do what he's supposed to do, that is considered substantial misbehavior. I am

against that the IANA function contractor can unilaterally decide what communication is acceptable to the contractor in this regard. And I think Chris and I are on the same wavelength, we just need to come up with the right words for it.

Becky Burr: Right. I think that the question is, I guess that's our two questions. I mean, so the language that I propose is after having received notice and a reasonable opportunity to cure. So, that one says you have to get in touch with the manager. Now, there's a problem if the manager is absolutely not contactable, so maybe that doesn't even work. Nigel, you have your hand up and then Chris.

Eberhard Lisse: You're on mute.

Becky Burr: Nigel?

Nigel Roberts: It seems when I turn myself mute, I get disconnected, which I suppose is a feature rather than a bug. This backwards and forwards has rather lost me in the point I was going to make earlier. I posted something in the chat about reasonable notice will actually differ depending on where you're sending the notice to. I mean, if you're sending the notice to a lawyer's firm, who is the admin contact for .zedzed, and that firm's in London or New York, there is one standard. And if you're sending it to a mildly dysfunctional third world country that doesn't have a postal system, there's another standard.

We've got to express it in a way that is technology neutral. That's really what I was wanting to say, while at the same time capturing the fact that it's got to be proper notice. Proper notice has to have been served, or served properly in a legal sense, but I don't want to get too legal about it.

Becky Burr: Yeah, let's not get too legal about it. Chris?

Chris Disspain: Thanks, Becky. Two things. First of all, Nigel's right, but he's answering the same question. Reasonable notice is technologically neutral because it is defined in terms of the specifics of a particular service of notice and so therefore should be no issue for us.

I think there is a danger here of losing sight of what the main purpose of this clause is. What the result of the ccTLD manager posing a risk or involves failure after reasonable notice, etc., to perform an objective requirement is that the IANA contractor can step in. The stepping in, then, has a whole series of checks and balances in it as well.

So, it's not the end of the game here, it's merely the start of the permission to step in, and I think it's important that we remember that. Because what we seem to worrying about is all the consequences that may flow, where in fact the only consequence that flows from this call -- from this particular clause is that the IANA contractor can step in, and then all the checks and balances on stepping in fall into place. Thanks.

Becky Burr: Okay. Nigel and Chris, you both still have your hands up. I think that we are getting -- I think that there is a situation that is sort of radical agreement in the sense that nobody thinks that the IANA manager -- the IANA contractor should be able to just, you know, send out an e-mail and disconnect without really trying to communicate with the manager. And I think I'm sensing that we all agree that that's the point.

How about we add a subsection here that captures those points, which basically says the IANA contractor must make -- must undertake reasonable and meaningful effort to provide actual notice to the manager. Eberhard?

Chris Disspain: Fine with me.

Eberhard Lisse: I don't have a problem with contractor to step in when substantial misbehavior poses a risk to the security or stability. No notice required. If it's so serious, I don't have a problem that they can step in a fix it.

Becky Burr: Right.

Eberhard Lisse: No problem. But what we really need to avoid is the situation that the IANA contractor can decide what is reasonable effort to contact and make a decision, and we take the behavior, answering, not answering -- we take the behavior of the -- avoid the word act or omission -- the behavior of the manager to say he agrees. That I want to avoid, and if we can achieve that, that is fine with me.

I don't have a problem if you come to me and you tell me, look, you're having a contact out of country, you must fix this. Now, if I don't fix it, but if somebody writes an e-mail, then the guy for some odd reason, or the return e-mail gets lost in the bit bucket, as it happens quite often, and (inaudible). And I've seen correspondence recently, or in the .ml delegation, where the IANA contractor was pushing the former contract in a way that I don't think is appropriate. This is why I'm a little bit [turned up on it at] this time.

Becky Burr: Okay. Bernie?

Bernard Turcotte: Thank you, ma'am. Eberhard, just a thought here, given we're talking around formal notice and we've all signed, looked at, reviewed and written enough contracts around this table, I think, to remember how that works in most parts of the world. Would it be okay if the manager would identify reasonable method that it picks for formal notice? And I do mean reasonable here in the context of what Nigel was about. So, it's not just -- I mean, if he wants formal notice by cell phone, that's one thing; if he wants formal notice by registered mail to a specific address, that's fine. But I'm just wondering if the manager picking what the mechanism is and both parties agreeing to something reasonable would go to some length at avoiding the problem you're talking about.

Eberhard Lisse: I am quite willing to put in my exchange of letters a mechanism, and maybe that is one thing we can address, is that whoever has an exchange of letter or an accountability (inaudible) should address the issue of notice. That's the point of implementation. I don't have a problem with it, as long as the principle is accepted, that it's not a unilateral decision of one party to this to decide what is an acceptable response before we make this decision. I get a strong echo at the moment.

Bernard Turcotte: Ma'am, if I may reply.

Becky Burr: Yes.

Bernard Turcotte: We're actually dealing with two things here. I think there's -- anyway, my understanding, from listening to the conversation from EI, there's the fact that maybe the mechanism for delivering notice is wrong, and then there is the interpretation of not having responded to notice. And I think we're trying to mix those up a bit.

I think -- I agree with EI, I don't have a problem that this doesn't necessarily have to be unilateral. The mechanism, I think, is a mechanical thing, and it should be jointly worked out. And if it's jointly worked out and there is a formal mechanism identified, technology-neutral, whatever it is. We're not saying it has to be one thing because these are extraordinary circumstances, so whatever the formal mechanism it is. Then once that's identified there are no games that can be played with it, because formal mechanisms will have to be respected to give notice.

As to interpretation, how long something is versus everything else, I really think that if we have the mechanism covered properly such that a manager -- the contractor has an obligation to use the mechanism, has used the mechanism, and the manager knows that he's gotten the notice, then all the other provisions that Chris was talking about relative to revocation and the controls I think sort of cover what we're talking about, or at least I hope so. Over to you, ma'am.

Becky Burr: Okay, I see Bill has his hand up. Bill, you're muted, I think.

Bill Semich: Okay. I am recognizing Eberhard's comment about .mw. I am kind of concerned about some issues that the manager itself may not be able to deal with in advance about problems happening. For example, military changes in government attacked by other entities, if you think about the .iq situation, where the US, I believe, incarcerated the manager.

And then the issue of communication itself. My recollection I had of the conversation through translator was the manager of .mw, and he had language problems and didn't understand the notification, and he had communication problems due to the turmoil in his country. So, there are some issues here that perhaps we can try and deal with in advance, but perhaps we need to include some kind of flexibility in the language that requires extra effort in certain unusual circumstances. Thanks.

Becky Burr: Okay. Eberhard -- no, I don't know which order we had -- Bernie and Eberhard?

Eberhard Lisse: I think that's exactly the point. I don't want an IANA contractor to make a unilateral decision what is notice, and how we solve the implementation issue, but that's the point. Otherwise, I have no problems. If somebody doesn't do what he's supposed to do, he in the end, the contractor can step in. But the contractor cannot step in by sending an e-mail saying, oh, I didn't get a reply (inaudible). That's the point that I'm making.

Becky Burr: Okay. And I think that we're all in agreement, unless I'm missing something, that we are not talking about the IANA contractor unilaterally selecting a method that isn't going to work and using this as just a way to move forward, and that we mean meaningful notice and opportunity, but a designated mechanism for communication. So, can I propose that we try to address this by a subparagraph that captures that? And I know it would be great to get this done, but perhaps, Bernie, how much more substantive text do we need to go through on this?

Bernard Turcotte: I think we've got it, and EI has been very responsive on e-mails, so I think we can hack something together over the next week that will cover this. We have to keep in mind what we've decided earlier as a group in that we don't necessarily want to do implementation detail.

So, in part of what we're talking here, I think we've got to walk the line of suggesting the areas we want to be sure that implementation details cover, but we should not go into telling the contractor the very fine details of how this should be implemented.

Becky Burr: Right. I think we can -- okay, I think it's a good idea to try and nail down just a subparagraph that doesn't go into the implementation (inaudible), but captures the concern that Eberhard is expressing and that I think we all agree, that we are really talking about real notice and not (inaudible). Okay. Do I have any other hands up? Nigel, your hand is up.

Nigel Roberts: It takes a long time for me to go off and I keep getting dumped off the call. I've re-dialed to the US number right now. I don't know what you were talking about in the last 30 seconds. I just want an opportunity to remind everybody of the language that I stuck on the chat which I think could usefully go in the last part of the sentence, the bit that starts "Subject to," because I don't want previously discussed exceptions are, but what I've put in seems reasonable.

Becky Burr: (Inaudible)

Chris Disspain: Can you post into the chat again, Nigel.

Nigel Roberts: I've done it twice.

Chris Disspain: Have you? Okay. How does it start? Does it start, "and notify?"

Nigel Roberts: Yes. There you go, I posted it again.

Chris Disspain: Done it again, congratulations.

Becky Burr: I don't understand where that goes, Nigel.

Nigel Roberts: Okay. It replaces the words that starts, "Subject to." So, it says, "Identify (inaudible) contact and notify IANA of the identity and contact details (inaudible), blah, blah, blah.

Becky Burr: Okay, yeah, that's fine. I was shorthanding the -- where it would be obviously impossible to do, but that's fine. Okay (inaudible) --

Eberhard Lisse: It makes it more byzantine.

Becky Burr: Yeah, it does make it more byzantine. But, Nigel, I think what we have concluded is that we're going to write a subsection that says where notice and an opportunity to cure is involve, we mean real notice, not -- and have a paragraph that captures that concern, doesn't go into the weeds about implementation.

Nigel Roberts: I'm relatively relaxed about this whole paragraph except for this previously discussed exceptions is unhelpful, because I'm not reading the previously discussed exceptions. I think we have to spell out, that's all. That's the only comment I've got about the whole paragraph.

Becky Burr: Okay, duly noted. All righty. I think we're going to now move on.

Bernard Turcotte: Yes, ma'am. And on we go. 5.3.4.1.3 The FOI working group notes, however, that IANA contractor will rarely be in a good position to evaluate the extent to which a designated manager is carrying out the necessary responsibilities of a

ccTLD operator in a manner that is equitable, just, honest or accepted so far as it compromises the stability and security of the DNS in a competent manner.

Accordingly, the FOI working group interprets RSC 1591 to mean that revocation would not be an appropriate exercise of its right to step in unless the designated manager has substantially misbehaved in a manner that poses a risk to the stability and security of the DNS and/or the designated manager presence on the Internet and/or maintenance.

The FOI working group believes that it is not appropriate for the IANA contractor to step in on issues where the actions of the delegated manager does not pose a threat to the stability or security of the DNS, and that such issues should be resolved locally. Over to you, ma'am.

Becky Burr: Okay. Nigel, you have your hand up. Maybe he's been disconnected again.

Bernard Turcotte: I believe the main point from this was that -- that echo is back -- was the last sentence, and I think such issues should be resolved locally, period, was what (inaudible).

Becky Burr: Right. Okay, it looks like Eberhard is agreeing. We have no other comments? Bill?

Bill Semich: Hi. Can you hear me all right? I'm a little dubious about "should be resolved locally." I would prefer something -- I don't know how to describe it, but this is a very open kind of resolution and I'm going to propose a somewhat modified version of the openness of this proposal for the resolution. I would be more comfortable with something like, "Such issues would better be," or something on the way of a recommendation rather than a command.

Becky Burr: "Such issues would be better resolved locally?"

Bill Semich: Something like that, yes.

Chris Disspain: I'm fine with that.

Becky Burr: Nigel?

Nigel Roberts: So am I.

Becky Burr: Okay. Any other comments? Okay. I take it that we're in agreement on that. Moving on.

Eberhard Lisse: Violently.

Becky Burr: Bernie, over to you. Anything else here?

Bernard Turcotte: One minor thing, 5.3.6.3, "The duty to act fairly." That was proposed by Nigel on e-mail with you and I, Becky, and I don't think -- this is replacing the natural statement, so this seems to be --

Eberhard Lisse: What number again?

Bernard Turcotte: 5.3.6.3. Over to you, ma'am.

Becky Burr: Okay. Any comments on that? That is -- we had a brief discussion about the national justice issue that seems to capture what we were talking about. Any comments? Bill and Nigel both still have their hands up. I don't know if it's still or again. Nigel?

Kristina Nordstrom: Nigel, you're probably on mute, so try to unmute.

Eberhard Lisse: But, you see, we cannot take this as violent agreement just yet.

Becky Burr: Well, I don't know, we've got a lot of checkmarks here, Bill, Chris.

Eberhard Lisse: I mean, Nigel being mute.

Becky Burr: Yeah. Well, I guess subject to Nigel's reservations, this same issue comes up. But since Nigel actually proposed this language, I'm going to assume his support for it, unless he speaks up. And the same language is repeated in Section 5.4.3.

Chris Disspain: Yeah, it works for me.

Becky Burr: Okay. All righty.

Eberhard Lisse: It seems to work for Nigel given that he checkmarked it.

Becky Burr: Okay, now he's checkmarked it. Great, excellent. So, we're done with the revocation document subject to -- or this piece of it, subject to the subsection that will be the subject of a little online drafting for 5.3.2.2. Bernie, anything else in this document? I'm not seeing anything else in the document.

Bernard Turcotte: No, ma'am, we're done.

Becky Burr: Okay. We are in the any other business section of the call, and we do have another call scheduled on July 4 at 5:00 UTC, and that is our last call before Durban. Anybody else have anything? Anybody on the line have anything else to add? Martin?

Martin Boyle: Yeah, thanks. It seems to me that we've got two bits on this document outstanding. I'm not sure I know when we discussed them. The first is the squared text for what is currently IANA contractor, and at some stage that needs to be addressed. But whether that is then addressed in the light of the completed work of this working group, I don't know.

And then in 5.1.1, there is another square bracket that is open, where it is the FOIWG interprets delegation to mean -- and, again, simple question, when do we tackle this square bracket? Thanks.

Becky Burr: So, on the IANA contractor we agreed a while ago that we were going to need to sort of an entire scrub through the whole document and other pieces of it to come up with the proper reference that all of us are comfortable with. But that sort of right now with sort of a placeholder for whatever that term that we decide is the right way to reference it. And I believe that we interpret delegation to mean is from one of the previously agreed on documents, right, Bernie, that in some document we agreed what on delegation means?

Bernard Turcotte: I believe in fact that that was brought back into question to make sure we clarified that properly, and we just left it open as a placeholder for when we would have

this -- outside this document, because this is about revocation, and we would finish nailing that at a later date in possibly another document.

Becky Burr: Okay, I agree with that. So, what we're trying to do is nail down the revocation bits of this and not resolve other things that need to be interpreted based on other sections. Eberhard?

Eberhard Lisse: Yeah, I wanted to propose that we deal with the IANA contractor in brackets issued by sort of putting a footnote that in light of the current contract between the US government or IANA, the contractor (inaudible) there as such, and then continue to use the terminology.

Becky Burr: Okay. I think that makes sense. But I think basically, for purposes of this document, that's one approach and we can look at it. I'm not sure we have to absolutely resolve that. (Inaudible)

Eberhard Lisse: (Inaudible) Chris is writing we don't have to resolve it. How we call the IANA function contractor doesn't really matter as long as we have something. I think what the US government as the final arbiter of the location of that function calls it is the one that we may be able to wind up with in the end, if we make a proper footnote explaining our reasoning why we call it this.

Becky Burr: I hear you. Okay. Other comments? All right. Keith, I'm happy to step in while your Internet is misbehaving. I propose that we close this meeting with a subgroup task to write the additional subparagraph, and I appreciate -- thank you, everyone, for participating. Speak to you in a couple of weeks.