

ICANN – CCNSO – FOIWG

Meeting Notes (draft) for 4 July 2013, 05:00UTC

1. **Present / apologies (final attendees to be confirmed)**

ccNSO:

Ugo Akiri, .ng

Martin Boyle, .uk

Becky Burr, .us (Vice Chair)

Keith Davidson, .nz (Chair)

Chris Disspain, .au

Stephen Deerhake, .as

Daniel Kalchev, .bg

Eberhard Lisse, .na

Nigel Roberts, .gg

Dotty Sparks de Blanc, .vi

Other Liaisons:

Cheryl Langdon Orr, ALAC

Staff Support and Special Advisors:

Jaap Akkerhuis, ICANN / ISO

Bart Boswinkel, ICANN

Kim Davies IANA

Kristina Nordström, ICANN

Bernard Turcotte, ICANN

Apologies:

Patricio Poblete, .cl

Frank March, GAC

Bill Semich, .nu

2. **Agenda – Approved**

3. **Meetings notes for 20 June 2013 – approved with minor corrections.**

4. **Analysis V7 (of misbehaviour and revocation)**

4.1. Section 5.3.2.2 – “reasonable” replacing “meaningful”

4.1.1. The FOIWG believes that it 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 a reasonable opportunity to cure, to perform the objective requirements (i.e., to be on the Internet, maintain IP and email connectivity, identify a technical contact and to identify an in-country administrative contact).

4.1.2. Approved after general discussion.

4.2. Section 5.3.4.1.3 – Major Edit

4.2.1. V8 Proposed text for 5.3.4.1.3 - The FOIWG notes, however, that the [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 – except insofar as it compromises the stability and security of the DNS - a competent manner. Accordingly, the FOIWG interprets RFC 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 or security of the DNS and/or the designated manager has refused to correct repeated problems with email connectivity, presence on the Internet, and/or maintenance. The FOIWG 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 the security of the DNS and that such issues would be resolved locally.

4.2.2. V9 proposed text for 5.3.4.1.3 - 5.3.4.1.3 The FOIWG notes, however, that the [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 – except insofar as it compromises the stability and security of the DNS - a competent manner. Accordingly, the FOIWG interprets RFC 1591 to mean that the IANA contractor should not step in regarding issues of the manager being equitable, just, honest, or – except insofar as it compromises the stability and security of the DNS – a competent manner, and that such issues would be better resolved locally.

4.2.3. EL remove “manner” from “competent manner” in both uses – agreed.

4.2.4. NR point regarding how we got to this.

4.2.5. DSD question regarding internationalization/translation.

4.2.6. General agreement for consensus.

4.3. Section 5.3..2.2.1 - consensus

4.3.1. V8 text - The requirement for an in-country Administrative contact did not appear before 1994 when it was first introduced by RFC 1591. Therefore this requirement may not be expected of (country-code) Top Level Domains established or last re-delegated before the publication of that RFC. ccTLDs that represent territories without permanent population will, by definition, not be able to meet the requirement. (consensus)

4.3.2. Extended discussions over a number of points.

4.3.3. General agreement to leave it as it is – consensus.

4.4. Section 5.3.2.2 consensus

4.4.1. V8 Text - The IANA Function contractor and the ccTLD manager should advise each other how they wish to be given Notice. Such Notice should be at least what is acceptable between parties in international private law, at a minimum including the use of registered/recorded delivery mail. For the avoidance of doubt, failure or refusal to respond to any Notice may not be taken as consent. However, failure or refusal may be a relevant factor when considering other obligations of the ccTLD manager (for example, misbehaviour), (consensus! □)

4.4.2. MB to consider at second reading.

5. **Other Business - none**

6. **Conclusion of the meeting**

7. **Next meetings**

7.1.1. Durban South Africa.