CRISP Team teleconference held on Friday, January 2nd 2015 (13:00 UTC)

CRISP members present:

AFRINIC
Alan P. Barrett, AB
Ernest Byaruhanga, EB
Mwendwa Kivuva, MK

APNIC
Izumi Okutani, IO
Craig Ng, CN

ARIN
Michael Abejuala, MA
John Sweeting, JS

LACNIC
Esteban Lescano, EL

RIPE NCC
Nurani Nimpuno, NN
Andrei Robachevsky, AR
Paul Rendek, PR

Agenda
1. Agenda Review

2. Actions Review
    a. Minutes from the last meeting
    b. Recordings
    c. Publish Issues status list on NRO Website
    d. Issues raised (IRP, Contract, Review Team)

3. Feedback from the community
    a. Other RIR community list
    b. Status of continued topics
    c. New topics raised

4. Next Steps

      a. CRISP Team's general direction per issue

      b. Volunteers to work on wording and communication

      c. Updating the issues list

5. Next Meeting

6. AOB

1. Agenda review

IO reviewed the proposed agenda. No agenda items were added.

2. Actions review

IO reviewed the actions items proposed during the last meeting as follows:

a. Minutes from the last meeting

Already posted on the NRO website - DONE

b. Recordings

IO noted that a recording of the past CRISP Team meeting had been posted in mp4 format.

GV confirmed that the Secretariat is working on converting the remaining .arf files of the previous meetings.

c. Publish Issues status list on NRO Website

GV: I confirm that the latest version of the excel spreadsheet of issues compiled by MA and IO is available on the website.

d. Issues raised (IRP, Contract, Review Team)

IO: I sent the latest updates to the CRISP mailing list 20 minutes ago. We'll go over those issues in detail under agenda item 3.

No further comments or questions regarding action item review were heard.

3. Feedback from the community
a. Other RIR community list

IO: First I'd like to confirm if there is any feedback from RIR community mailing lists since the CRISP Team's last meeting.

AB (via chat): None from AFRINIC.

IO: None from APNIC. We decided to organize a second opportunity to consult with the APNIC community on January 6. as we had only 4 people the last time. We'll keep you informed about this.

CN: I confirm that we rescheduled for next Tuesday to see if we have more people.

EL (via chat): Nothing on the LACNIC list.

JS (via chat): Nothing on ARIN, although Andrew Dul is ARIN region and spoke with me privately, I asked him to post to NRO list.

AR: It's been pretty quiet. We asked people to direct comments to the IANA XFER list, but we haven't seen many comments there either.

NN: Hans Peter Holen has been participating on the IANA list. His comments might represent comments from the RIPE community

b. Status of continued topics

IO: Let's start with the issues from last meeting: 1) IPR, 2) contract, 3) details related to the review team. AR, would you mind giving us an update on the IPR related issues?

AR: As discussed last call, we decided to separate IPR issues into 3 main buckets. In relation to IPR rights with regard to content of the registries, the tricky part is that there's a section in the NTIA contract that says that the US government holds IPR rights for those assets that were created during the execution of the contract. It's important that, as a result of this transition, the IPR status of the registries is very clear and ensures free, unlimited access to registry data. At the same time, I think it's hard to make a strong statement in this sense. That's why I proposed a slightly vague statement pointing out that that it's an expectation of the RIR community that the number resource registries are in the public domain and that the preference of the RIR community is that all the parties acknowledge that as part of the transition. We can work on the precise language, but that's basically the substance.

IO: Thank you. It's very helpful that you've drafted this, including highlighting the fact that currently the NTIA contract states that the US government holds rights on whatever has been worked on until today, including the use of the iana.org domain and the contents of the registry. Are there any observations from the rest of the team, especially from those with some legal expertise?

AB (via chat): NTIA IANA contract also has requirements for smooth transition to another operator if that is ever necessary.

IO: Yes. I think that's why AR has made a comment to include this in our document. Perhaps the others can take some more time to analyze the exact language based on the suggestion provided by AR on the mailing list. Let's take 24 hours to review AR's suggestion. We welcome feedback within this 24-hour

time frame.

AR: Just to clarify, with regard to the property rights over iana.org and the IANA trademark, I think we had some discussion following my initial suggestion where you asked for the rationale of why I thought the IETF Trust should be involved. I didn't provide exact language, I provided logic. Comments on the logic/rationale will be welcome. In the meantime I'll try to update this and provide this rationale.

IO: Thank you, AR, for agreeing to work on the language as well. As I also noted on the mailing list, I'm also OK with mentioning possibly leaving this to the IETF Trust as long as we have a clear rationale for this. I'd like to confirm with other CRISP Team members whether we have any questions or suggestions.

AB: Personally, I think the IETF Trust would be a good place to lodge the IPR, but I have a concern that CRISP team should not be inventing things ourselves without consulting with the community to see what they think.

IO: I think it's a good idea to reconfirm that this is the direction that we're considering in our proposal and whether this makes sense to evereybody. AR, I believe you volunteered to work on confirming principles and direction within CRISP team. I wonder if you'd be willing to communicate on this issue with NRO global list as well?

CN: I have a comment to AR in relation to IPR. I think you've been mentioning access to IPR, which I agree is really what we need, rather than actually stating that we need to transfer the assets themselves, it could even be a license. So I wonder if just saying "transfer of the asset" is too strong a language. This comment is from an IPR lawyer's perspective.

AR: Again, there are two issues. One is related to the content of the registries. Here we are not specifically talking about the transfer of rights – we are looking at some common statement that the contents of these registries should remain in the public domain. I don't know how legal the definition of public domain is, but that's the intention.

With regard to iana.org and the IANA trademark, right now these are registered with ICANN. The reason why the IETF Trust is suggested is… All communities work in concert, but pretty independently in regard to the IANA operator, so it's not impossible that sometime in the future there might be different IANA operators for different communities. It might be appropriate to look for a neutral party to hold the IANA trademark and iana.org domain. In this case it might make more sense to arrange the transfer of those assets (I'm talking specifically about the second part of the IPR issues) as part of this transition, rather than talking about ICANN licensing this to any future successors.

CN: I'm not arguing for ICANN's case. I'm just saying there's no reason why a perpetual license to use the trademark would not be sufficient. It could be licensed to all the users of the IANA function. I'm saying that what is really needed is access to use those rights; my point is that access to use the asset is what's needed, so a license would be sufficient for the community without an actual transfer. Transfer of the assets is of course is the best thing, but not totally necessary, so I wonder whether that would create a problem. That's just my thought.

AR: I was basically stating what I captured as community input on the IANA XFER mailing list, not my personal opinion. I suggest that we could send this to the ML and discuss both proposals and see what the community thinks.

IO: That makes sense. Then we can compare and discuss both directions and make up our mind as to which one we include in the proposal.

CN: I'm good with that. From my point of view, the best outcome for the RIR community would be the transfer of the assets. But a simple way of ensuring access is simply to say that in any transition to a successor operator we need to be given rights to any asset that's being used in order for the IANA function services to be delivered continuously without interruption.

IO: If I am interpreting you correctly, you're trying to come up with a way that looks more agreeable and at the same time addresses the point we want to cover, possibly without going into too much detail. I think it would be good if you could propose specific language together with the rational and how our point will be covered by that. That might be helpful for us to understand whether we're comfortable with this or feel that we should add more specific language or not.

CN agreed via chat.

IO: CN, we look forward to your suggestion and comparing it to what's already been posted. My suggestion for the next step on IPR: let's agree what direction we'll go in as CRISP Team and then we can share this with the community

AB: I want to add a personal opinion on the IPR issue. Yes, in a sense, a license would be sufficient. But if ICANN were to be removed as the operator of the IANA function, I wouldn't be comfortable with ICANN holding IPR rights for the iana.org domain and the IANA trademark. In my opinion, transfer of those assets would be much better.

PR: I share and support AB's comment. Further to that, you can always do the step we talked about if that's the last step we can take. But I if we can go ahead and suggest transfer of IPR from the beginning, that's a much better road to go on. In supporting, for instance, some of the other communities (e.g. the IETF and their proposal), the sooner we start supporting other communities, the better. I do see this pointed out nicely by the IETF and would like to see if that's acceptable to the RIR community.

IO: CN, are you comfortable with this approach or would you still like to discuss this? If so, let's stick to the original idea of reviewing your proposed draft on the list. If you're OK with what's being raised by AB and PR, then we can work based on AR's draft.

CN (via chat): I don't have a problem with that.

IO: So, now we no longer need to compare the two drafts. As a next step, it would be helpful, AR, if you could help us draft more specific language, but, since we already agreed on the general direction, let's

share this basic principle and idea as CRISP team as soon as possible and seek comments on the global discussions list to see whether people agree with this direction.

Does everybody feel comfortable with the following: To work based on AR's draft, AR to draft more specific language, then somebody will communicate on the NRO global discussions list our general direction.

AB (via chat): I'm OK with this.

NN (via chat): Happy with the suggested way forward. Work on Andrei's draft.

IO: AR, are you comfortable with communicating the general direction on the IANA XFER list?

AR: Do we want to communicate issue by issue or the bulk of the issues all together? Second question: Do we communicate the general direction or should I prepare a revised text with revised suggestions and send that text after the CRISP team reviews these suggestions?

IO: First question: Depending on the scale of the issues, we don't have to communicate on every single one on the IANA XFER list. They can be communicated on the spreadsheet. Regarding the IPR issues, there have been quite a bit of discussions and we'd like to see whether people feel comfortable with leaving the IPR rights with the IETF Trust.

Second question: I don't think we need to be specific about language, just the principles and ideas: "this is the direction we're agreeing, does anyone have any comments? "

2) Contract

AB: I sent a message through the mailing list with my understanding of what we discussed regarding the contract. As I recall, it was essentially saying that we don't want to go into too much detail of the language and that we should leave that to the legal team. I think we got some feedback from Seun Ojedeji (Afrinic region) saying that the legal team should be doing what the community says and that the community should be the one giving instructions to the legal teal about what the contract should say. I think that the way forward is that we should be discussing with the community what we think the contract should say.

AR: I have a slightly different comment regarding the contract. I sent it to the list as well. One thing we need to highlight in this proposal is with regard to the possible transition to a successor or sucessors. I think mentioning some requirements for "the orderly transition to the successor or successors" seems to be appropriate.

IO: Are you saying that we should list the conditions for the transition in the contract?

AR: Basically, the contract should contain some provisions for the "orderly transition upon termination of the contract."

IO: This is consistent with what we've been discussing in the CRISP team, that we should include this as a condition in the contract.

CN (via chat): I agree with Andrei.

MA (via chat): +1 to Andrei.

IO: I also personally agree.

NN (via chat): +1

JS (via chat): +1

AR (via chat): Apologies, it is not so much the conditions for the termination. It is the requirements upon the termination.

CN (via chat): It is that the operator will need to provide "transition out" services to a successor.

AR: let me just copy poast what ntia specifies as a atransition requirement

AR (via chat): Quoted Provision C.7.3 from the IANA Function Contract:
C.7.3 Transition to Successor Contractor – In the event the Government selects a successor contractor, the Contractor shall have a plan in place for transitioning each of the IANA functions to ensure an orderly transition while maintaining continuity and security of operations. The plan shall be submitted to the COR eighteen (18) months after date of contract award, reviewed annually, and updated as appropriate.

AR: I don't mean these exact conditions but some conditions that will ensure an orderly transition upon termination. Specifying that these conditions should be included in the contract is important to us.

IO: I see most CRISP members have explicitly expressed their support for this position. I suggest including this as part of our proposal.

CN (via chat): Quoted Provision I.61 from the IANA Function Contract:
I.61 52.237-3 CONTINUITY OF SERVICES ...
(a) The Contractor recognizes that the services under this contract are vital to the Government and must be continued without interruption and that, upon contract expiration, a successor, either the Government or another contractor, may continue them. The Contractor agrees to --
(1) Furnish phase-in training; and
(2) Exercise its best efforts and cooperation to effect an orderly and efficient transition to a successor.

AR: We're on the same page, thank you. Something like this should be included in the contract.

3) Details related to review team

IO: AB, do you keep track of what the other issues to be included could be?

AB: The term of the contract is the only one I can think of. I sent a message to the list to ask Seun for clarification. He says we should tell the legal team what we want, but I'm not sure what he wants.

CN: This seems to be going into the details of the contract. Perhaps we don't need that at this level, that's my point.

MA: My though is it's similar with AR's text that we're trying to explore. The overarching issue is what we need. Obviously the community must tell us what we need to include in the proposal, but getting down to the details of how many years in particular the contract should be in force could be going too far and get us hung up.

NN: I generally agree with MA. I perceived a slight differentiation with what CN was saying. Leave the wording to the legal team, but the community defines which issues are to be included. In the RIPE community, there have been strong voices expressing that it needs to be up to us to set the terms. We want to avoid having requirements that makes it difficult for us to terminate for example. They need to be written so that we (the community) get to decide whether the contract is terminated or not.

IO: Some people seem to differentiate between the RIR legal teams and the community. It might be a little bit too detailed to go into the exact language at this point. Let me try to suggest what may be feasible. We can include and list what elements we consider as important to be described in the contract and then seek comments on the NRO global list.

NN: In my opinion, this is similar to the IPR issue. We don't need to develop the language, but we need to give the contents we'd like to have to the lawyers, what makes the IANA operator accountable to us (the community). So, if it's a contract that can or cannot be terminated, that's something that should be included. Should we put in specific requirements? Should it be a periodically renewable contract?
Those high level principles should guide the lawyers to draft the contract.

AB (via chat): I agree with Nurani.

IO: We can try to list the things we consider important to include and then seek community's opinions on the global mailing list.

NN (via chat): To be clear, I was not disagreeing with Michael. :)

MA (via chat): Agreed. High level principles can provide direction for the legal team without need for specific detailed language. Similar to issue with transition issue just discussed, principle should be there

but language and specific details worked out later.

NN (via chat): Yes, agreed.

JS (via chat): Agree with both Michael and Nurani.

PR: I agree with NN.

IO: Would anybody be willing to work on reviewing whether we have sufficient elements included or we need to add certain elements?

PR (via chat): We can take this drafting of text for you at RIPE.

Review team issue

AB: We thought the review team should be separate from the NRO NC. I got some feedback that didn't seem to agree with that, though there doesn't seem to be a strong opinion. Feedback is mixed. It's still not clear.

NN: I just wanted to say that my interpretation of the comments (HPH on the ML) – I think he was reasoning that you could give it to the NRO NC as that exists and is functioning, but that it would also make sense to give it to a separate body as it would then not lead to mission creep for the NRO NC.

Mwendwa Kivuva (via chat): I have a feeling the CRISP team is of the idea of a new review team, rather than give this role to NRO NC. Some members of the community are of the idea we should have prudent use of resources, but if we feel that resources are not an issue, then we should settle for a new Review Team instead of re-using NRO-NC.

IO: Let me confirm whether it still makes sense that we separate the review team from the NRO NC. Or does anybody feel that we should take a different approach?

As I don't hear any strong opposition and we have the agreement to separate the global PDP from the service level review, I assume that the joint position is that everyone's OK with the initial direction (to separate the review team from the NRO NC).

c. New topics raised

IO: I want to quickly share other issues newly raised and included on the spreadsheet, including a couple of important issues raised by Andrew Dull.

IO proceeded to read columns A, B and C from rows 14 to 21 of the NRO Discussion List spreadsheet (https://www.nro.net/wp-content/uploads/NRODiscussionList_20150102_CRISPinternal.xlsx), reviewing /reading Andrew Dull's suggestions / comments that were added to the spreadsheet.

IO: I'd like to cover 20B (Post the 2nd draft to the mailing list within an email in text format). Is anybody

against this idea?

No objections were heard

JS: Andrew Dull has said it's really inconvenient for him to attend the calls because of the time. H000e suggests that a different time for a teleconference would be helpful.

IO: We're already running late. I suggest extending the call for another 15 minutes.

No objections were heard.

IO: Related to Andrew's suggestion about an open global conference call and/or global txt chat in different time zones to accommodate all members of the Internet community, I think the concern might be timing. Should this be done before or after we publish the second draft? How many people agree we do this after we publish the second draft?

NN: I think it's a great idea to ask for more input in different ways. However, I have 2 concerns with the suggestion. 1) We've tried to be very clear about the process through which we gather community input. By adding a new thing we might create confusion as to how and where to provide input. How does this fit into the input we've received earlier, as we've been clear that we wanted input on the IANA XFER list? If there is conflicting input after the second draft, how do we foresee that process? I am also unclear about what input a teleconference in the final days would bring, that people have not brought to their communities or the ianaxfer list so far. 2) My second concern is simply the timing - we have a very short timeline. After the second draft is published, there are only a couple of days before the final wrap-up. How do we as CRISP team manage that input? Do we take that back to the global mailing list? And what is the timing of that? So, I have concerns about the process and concerns about the timing.

AB: I agree with NN. I'd like to add that a teleconference with too many participants would be too difficult to handle.

NS (via chat): I agree on that. People have the possibility to react through existing channels. It's questionable if new channels would facilitate new input.

PR (via chat): I agree. We have the channels nicely pointed out and can clearly substantiate them.

IO: So, let's not go in this direction. Another question: should we organize some kind of session to have online engagement but where our objective is not to receive feedback but to receive questions? Would you be comfortable organizing this kind of engagement?

AB: I still don't see how the logistics would work.

PR (via chat): How will you avoid new comment and input? I am not in favour.

MA (via chat): Yes, a large participant call/presentation would likely be difficult to logistically manage and create confusion on the feedback being presented. In writing seems to be the most clear and workable.

IO: The general agreement is that this would create confusion. To respond to Andrew: if it's difficult for him to participate in real time, we provide recordings and he's very welcome to share feedback on the mailing list.

IO: We can discuss how we obtain consensus can be discussed during our next call.

Also in relation to Andrw Dul's suggestion (cell c15 of the spreadsheet), I'm comfortable myself to list those suggestions in the proposal. We're short of time, so I created a separate thread oh the mailing list where we can post our comments before our next meeting (January 5th).

NN: I wanted to say that I think that all the points Andrew Dul raised are good and important, so we should try to address them properly.

IO: I agree. Also, as you know, there's been comment raised from JPNIC. It might be better for other members of the CRISP team to handle the discussions on this issue. Are there any volunteers willing to keep track of the issues and keep track of the discussions suggested by JPNIC?

AB volunteered.

IO: Thank you. It would be helpful if you could add to the spreadsheet, direct discussions on the CRISP mailing list and then share with the global list.

AB: I will update the spreadsheet and try to coordinate discussions.

c. Updating the issues list
IO: I want to confirm that JS and MK can continue to update the list.

JS: I don't have any problems with tracking the issues. I volunteer to work on updating the spreadsheet.

AB (via chat): I'll send my updates to John.

NN (via chat): I will send out a proposed new text on the NTIA requirements within the coming two hours (Section V).

JS: If anybody has something they'd like added to the spreadsheet, they can send it to me.

5. Next Meeting

As there were no comments against, it was decided that the eighth CRISP Team meeting would be held on Monday 5th of January at 13.00 UTC.

The meeting was adjourned at 14.26 UTC.