

CRISP 3<sup>rd</sup> Teleconference, December 17th 2014 (13:00 UTC)

**CRISP members present:**

**AFRINIC**

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

**APNIC**

Dr Govind, DG  
Izumi Okutani, IO  
Craig Ng, CN

**ARIN**

Michael Abejuela, MA  
John Sweeting, JS  
Bill Woodcock, BW

**LACNIC**

Esteban Lescano, EL  
Andres Piazza, AP

**RIPE NCC**

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

**Draft Agenda**

1. Agenda Review

2. Actions Review

- Latest updated proposal to be shared with CRISP team
- Prepare crisp@nro.net for open archives (18 Dec)
- Documents to be shared on CRISP web page <<https://www.nro.net/crisp-team>>

Agenda, meeting notes or minutes, drafts, any other documents

- meeting recordings to be published

3. Confirm understanding & adequate reflection in Section III

a) Agreement

- Consider contents as SLA only? Any AoC elements needed?

- b) Community representatives on oversight
  - Role of the Council
  - Diversity
- 4. Final check on the initial draft
  - a) Check on suggested revisions
  - b) Considerations for future draft: including who will draft
- 5. Preparation for the announcement
  - a) Agreement on Comment deadline, where to submit: [ianaxfer@nro.net](mailto:ianaxfer@nro.net)?
  - b) Draft announcement
    - Key points
    - Volunteer on other part
  - c) Communications with respective RIR regions
    - Mailing lists: role of RIR mailing lists
    - Any other form of engagement
- 6. Confirm how we incorporate comments & version control
  - a) A single point to refer to the latest documents
  - b) Common understanding on incorporating communities' comments
- 7. Reconfirm next steps & schedules
  - a) Draft publish time (rough target)
  - b) Reconfirm the next call date
- 8. AOB

### **1. Agenda review**

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

### **2. Actions review**

IO reviewed the actions items proposed during the last meeting. All the actions were done.

Actions:

- Latest updated proposal to be shared with CRISP team
- Prepare [crisp@nro.net](mailto:crisp@nro.net) for open archives (18 Dec) – GV confirmed that everything is ready.
- Documents to be shared on CRISP web page <<https://www.nro.net/crisp-team>>
  - Agenda, meeting notes or minutes, drafts, any other documents
- Meeting recordings to be published

Action item: GV to open the CRISP mailing list archives as soon as the initial proposal (first draft) is published on the NRO mailing list.

### **3. Confirm understanding & adequate reflection in Section III**

a) Agreement

- Consider contents as SLA only? Any AoC elements needed?

IO: Two points we'd like to clarify about what we're proposing: how we frame the contents of the agreement and what we consider as a community oversight body. What kind of contents should we cover in the agreement part? According to my understanding and the last update that Craig has given us on the comparison of the proposals of the different RIRs, we must come up with a single document, agreement or whatever we call it, that covers the SLA (something that all RIRs agree) and also in this document there'll be some content initially which was initially to be included in the AoC document. I'd like to confirm that my understanding is correct.

CN: From my perspective, point III has already kind of encapsulated the very high-level things we expect to see. In summary, I think that part III, at a high level, is catching what we want to catch. Obviously, there'll be many more issues when we start negotiating the contract, but I don't think that needs to go into part III right now.

IO: I'd like to confirm that everyone understands what's being proposed and quite comfortable with the different.

PR: I'd like to know what the agreement is exactly. We're saying consider SLA only, but I don't see the consensus here. I would like to see what AoC elements are actually needed in the SLA. It would be nice if these could be pointed out so that we can take them to our communities. It seems to me that that's slightly open-ended and I need to see where that's going.

CN: Because right now the ICANN board has to endorse global policies, I think some kind of accountability mechanism needs to be in place for us to be comfortable that any decisions made at ICANN level are being made openly, transparently and in a way that's accountable.

PR: It seems a little odd to me that it speaks of an AoC with ICANN, something which I'm not totally comfortable with. But even if it said the IANA functions operator, an AoC with a party you're about to enter into a contract... I'm not really sure what the relevance of that would be. I also question whether or not this is within the scope of the exercise we're doing here. I think an AoC might actually undermine the SLA and I think we're bringing policy into the SLA, which we wanted to avoid bringing the PDP into this.

IO: I'd be interested in understanding why the RIPE community is concerned about the AoC and addressing the policy area.

AR: I tend to disagree that policy cannot be untangled from the IANA functions contract. On the contrary, I think it's completely separate (e.g. the IETF). I think mixing the 2 roles ICANN has in this particular context can cause unnecessary confusion. That was part of the reason. And, again, it might complicate and confuse the customer/service provider relationships. You don't need an affirmation of commitment from a provider. You just need to specify the services in the SLA.

PR: I think the policy part of this is covered in an ASO MoU.

CN: First, the big difference between the protocols parameters (IETF) and the numbers is that, in the number resources, the ICANN Board plays a role in terms of endorsing global policy, but there is no such endorsement step as regards to protocol parameters. Second, as PR mentioned, I don't think it adds any complexity. ICANN has discretion to make a decision and at the moment we are protected by the AoC that ICANN has given to the US government to act transparently, openly, etc. That contract can be terminated by ICANN with 60 days' notice in the event of a transition. I'm struggling to see what the objection is to having a high level commitment by each part to the other that we will act in a way that's transparent, open and accountable to the global Internet community. Please remember that this is a position on which we have compromised, so I would like to see some accommodation from other communities of other people's needs.

AR: I think the AoC might be necessary, but it's not necessarily within the scope of the project we are considering at the moment. You're talking about an AoC in the policy space and we're saying that perhaps the policy space is outside the scope of CRISP at the moment.

CN: We're simply talking about including a couple of provisions in the SLA to reflect that the RIRs are committed to acting openly, transparently and in a manner that's accountable to our communities, and likewise ICANN. Just two provisions in the SLA, not a separate document.

IO: I understand that AR is saying is that they're separate in nature so it's not logical to mix the two. What are the specific concerns we have that if we do this? Will there be any negative impacts?

AR: I think we have a commitment to our community and we have a bottom-up process that ensures that this commitment is upheld. There is no reason for RIRs to commit to ICANN, especially in the context of IANA function operator. I don't think damage will come about, but I see no need for unnecessary language. I think less is better.

BW: Simpler is better. If what we have is a services contract, then it's appropriate for us to make requirements from the provider. I don't think that it's appropriate, in the context of that contract, for us to be making commitments to the provider. It seems out of scope with regards to this document.

IO: What do the RIRs who want to include this think? Is there strong issue if we don't have an AoC element and simply focus on the SLA?

AP: I still don't understand why there are any controversies regarding the issue of a potential AoC or SLA. Our community proposal originally considered AoC + SLA (APNIC's proposal). But we've discussed this since Mauritius and, if we can include every aspect of the relationship with the IANA functions operator in the SLA, then we'd be OK with just the SLA.

IO: AP, are you saying that you'd like to understand the concerns but also that you'd be OK with focusing on the contents of the SLA?

AP: The SLA is key. The AoC could be an added contract or part of the same agreement. We'd be OK whether everything is included in one instrument or two.

PR: I would be more comfortable with this text if we were committing to our communities (commitment to transparency, etc.). We need to be accountable to our communities, not to each other. I'd feel more comfortable if it were worded that way.

DG: The proposal is to have an AoC between the RIRs and the IANA functions operator in way similar to the one between ICANN and the US government. Why can't we have one between IANA and the RIRs?

JS: Maybe someone could summarize the positives and the negatives. I've kind of lost track of the pros and cons stated here.

NN: I won't argue in any direction at this point, but would like to gain a better understanding of the arguments for including an AoC in this text first. Firstly, as BW said this is a contract between a service deliverer and a customer. Is part of the motivation for including an AoC here, the belief that the AoC between the US DoC and ICANN will disappear. Is that the motivation? Because the AoC between DoC and ICANN will not go away. Secondly, as regards the RIRs committing themselves to several things, I agree with previous comments that we commit to our communities, not to ICANN.

CN: I understand the various positions coming forward. I understand we're trying to separate the policy from the operation and I understand that the SLA is intended to be the document that deals with the operations. But, ultimately, this document is trying to capture the relationship between the RIRs and the provider of the IANA functions. Despite the existence of the MoU, my concern is what would happen if the ICANN board doesn't endorse a global policy that has gone through our systems and been accepted and recommended by the ASO to the ICANN board, who at that point still has the discretion to reject it. We could deal with this in a variety of ways. For example, we could add in the SLA a default clause that says that if the ICANN board rejects a global policy that has come up to it without substantial reasons, then there could be a termination clause.

BW: The board of directors of the service provider can always decide to not comply with their obligation to the customer. The contract with the provider cannot prevent that. The contract can, however, include repercussions for any failure to provide the services. Whether the ICANN board has the support of the ICANN community is kind of irrelevant to us

CN: At the moment there is a MoU that gives the ICANN board that power. Unless we change that MoU to say that the ICANN board no longer has that power.

MK: Some input from the Afrinic community: Reinforce appeal mechanism to address potential Global Policy implementation dispute with the IANA function operator.

IO: What I'm hearing from CN and maybe for other regions is that we're not able to fully trust the ICANN board. According the current system, the board is still able to reverse what they feel. On the other hand, some would like to focus on operations and not on policy. I heard a question: Is this something we're

trying to replace as a result of the transition? The MoU won't be transferred, just the IANA functions contract.

AR: I think those are important issues that should be raised, but not here. I think mixing policy and mechanical function might create confusion.

IO: A personal observation: if we try to look at what would be affected as a result of this announcement, I think it's the part relating to the IANA functions only. If we're trying to change any contract, we need to feel we can trust this organization. CN and others feel that we can't trust ICANN as an organization. This is being discussed at the ICANN accountability WG. Many members of the community feel that until the ICANN board is accountable to the ICANN community they won't feel comfortable that the NTIA stewardship transition is taking place.

DG: Could we replace the AoC from 2009 with a solid agreement between ICANN and the RIRs so that there is a solid commitment, rather than a loose commitment like an AoC? Today we are much more mature compared to when we came up with the AoC in 2009.

BW: I think that's the point of the SLA – it includes quantifiable requirements instead of the happy talk of the AoC. CN's made a point that if the output of the global policy process needs to be ratified by the ICANN board, then the ICANN board is in the position to be able to decide on requirements that we've placed on the IANA functions operator and that's a conflict that needs to be resolved.

CN: I think we can wait for the output of the accountability stream. To move forward, we can leave this as a live issue. If everyone agrees that this is something worthy of protection, we can leave this open and it might be resolved through the accountability stream. If not, we can look for a solution.

AB: I'm not clear on what we're thinking of doing about the gPDP. At the moment, the ICANN board has a role where they have to ratify any global policy. I'm unclear on whether we're thinking of removing that role.

IO: My understanding is that we just make sure that the ICANN board is accountable, not reduce their power. Moving forward, let's keep an eye on the ICANN accountability WG. If they come to a solution, then we don't need to continue with this discussion.

MK: I don't think it's appropriate to rely on the outcome of another committee to decide this for us. We need to include a paragraph that in case there is any dispute with the IANA functions operator there's a mechanism to handle it.

IO: If there's a third party mechanism for redress of the board's decisions, would that address some of the concerns that we'd have accountability and that those that are uncomfortable with the AoC element might agree to?

BW: I don't care about their accountability or how they make their decisions. I care about how their

function is executed. We need to say that we want them to do what we tell them to do. What matters to us is the net result. I don't see trying to micromanage them; what I see is stating clearly and unambiguously that we want them to do what we want, not what they ratify that we want.

IO: If we could address everything within the SLA. If some people feel that ICANN is not trustable enough as an organization, then we might try to have some kind of redress process or something like that. Maybe clearly defining within this document "this will be the process in case ICANN doesn't properly address the concerns of the RIRs, then this would be the process" – maybe a third party will resolve it. That might be something we might want to consider adding, I don't know if that would address the problem.

EB: Could the conflict and accountability issues that Craig is raising not be addressed through a revision of the ASO MoU or is that outside the scope of this discussion?

IO: I think I see general agreement that this is something that's worth exploring, but I'm not finding consensus that this is something we need to explore right now as the CRISP team.

AB: I think BW put it well, if we have an SLA that requires the IANA operator to do what we say in our policies, so they should do so. I don't think the Afrinic community has any position on whether or not we should have an AoC and I don't think that they made any preference known.

AR: It's a pure customer-provider relationship. If we're not happy with the provider, we need to find another. This is completely separate from the PDP and I strongly feel we should keep it out of this discussion.

EB: Craig, does the APNIC community still feel that an AoC is still needed?

CN: In a spirit of compromise, I think if we put a clause in part III to say that "if some issues remain concerning ratification of PDP, RIRs will seek safeguards that any decisions regarding the PDP will be made in an accountable and transparent way." I'm happy to hear other suggestions.

IO: When we bring this out to the communities, I think there will be observations and questions which we might consider if there are concerns regarding decisions made by ICANN. If we aren't comfortable with ICANN we can change operator – I'm not sure whether everybody agrees with this in the general community. It might be helpful for us to take this proposal to the global community. Is there any point whatsoever on which we can compromise? Is there any element such as a document which can describe the issues that have been raised in terms of trust of the ICANN board?

BW: In the context of a contract there's no place to discuss trust. The whole point is to define the outcome that you want, not to rely on good will. The problem is that the definition of parties is undermined if the ICANN board has a ratification role on the RIR side of the contract deliverables. To me, this is an issue of simplification. We need to remove the ICANN board from the definition of the deliverables in the SLA.

NN: I think we all share the motivation. I don't think anyone is saying that we simply need to trust the provider and the ICANN board. The thing is we are accountable to our communities, not to anyone else. In RIPE's view, the SLA is the tool to ensure that we get what we need from the IANA operator. As Bill said, a contract is there to remove the assumption of trust. In RIPE's view, having the AoC could undermine the SLA. Second, there's a question about ICANN accountability, and we all agree that ICANN accountability is important, but this document is not where we should address it. We need to use the SLA to ensure that the functions are performed as defined in the contract.

IO: I think this is the maximum level of agreement we are able to achieve now. We need to draft this and go back to our communities.

AP (via chat): Regarding a) AGREEMENT: I believe we need to acknowledge that we have no agreement on the way of proceeding. Strongly believe we should discuss this element in the public list more than in the private one.

CN: Looking at the submission in point III (*This section should describe what changes your community is proposing to the arrangements listed in Section II.B in*) – this section can also talk about how we feel about accountability and that safeguards should be put in place. That doesn't need to be put into the SLA.

Bill: If there's a hole in that bottom of the bucket, I'd rather we stop the hole rather than saying that we trust that it will be managed. I would rather not leave it open-ended.

CN: Would you say that this can be resolved by an amendment to the MoU so that the ICANN board is not involved in ratifying PDP?

BW: Yes, they need to be on the provider side of the contract only.

CN: That would solve my concern. The solution might be simply to amend the MoU to remove that right from ICANN.

AB: I'm in broad agreement with CN about amending the MoU. But I want to point out that, if we propose this kind of change, then we must put it in section III. As far as the Afrinic community is concerned, they did send a message that they would like to improve the accountability, so I think this suggestion would be agreeable to the Afrinic community. Simply removing the ICANN board from the table makes it unnecessary to have an appeals mechanism.

IO: If there are no objections, this might be something to consider.

AR: I think it matters how we phrase this in our response.

IO: I think we can continue to discuss this (wording and so on) on the mailing list. But I see agreement regarding that this is the direction we want to move in.



IO: we are already 30 min late. I suggest finishing this agenda item and confirming the next steps.

b) Community representatives on oversight

- Role of the Council
- Diversity

AP: If it is OK for the rest of the colleagues. This morning I answered 4-5 emails to clarify a bit more the LACNIC community's compromise proposal, one submitted after checking with the regional community for something that would be less controversial than the MONC proposal. If there is time, I am open to any questions.

AR: AP answered my questions. What's important for me is that we don't create bodies without clear need and that we keep it as simple as possible. We already have bottom-up mechanisms, so when I read the LACNIC proposal it wasn't clear to me what was the purpose of the new body would be.

AP: We also didn't see any need for major changes in the oversight structure. The MONC proposal is off the table. The LACNIC community tried to bring something softer to the table, but, even in the MONC proposal, the oversight was similar to the one in the APNIC – done by anyone who can terminate the contract with the operator. The same as in other RIR proposals. The body that has the authority to provide oversight are the 5 RIRs. The concern is that these five bodies are the bodies that operate the functions and where the PDP processes are carried out (except the global PDP). The MONC originally wanted to create a council that could advise the NRO and this advice would be mandatory.

Now, the less controversial proposal does not use the word "multistakeholder" as part of the name. We tried to compromise because some RIRs were concerned about the word multistakeholder. We believe there is a need to have a closer link with the community – having a council that is formed by community members and where these members are appointed by the community. The new body is not an oversight mechanism. It's an advisory body to the NRO EC. Also, we won't refer to this body in the contract with the operator. This is also different from our original proposal. The proposal now says that the advice is not mandatory but should be considered by the EC.

Now, I think the most suitable proposal would be AB's proposal on the mailing list. There was no agreement on how often the council should meet. AB suggested one meeting every three years and whenever necessary. Another thing that needs to be solved is the integration of the group. Perhaps it's not wise to renew the council every year and instead it's better to do it every 3 years. If you have any further questions, I'd be happy to reply.

IO: If I understand correctly, the most important essence of your suggestion is having a body that is close to, and represents the community in this oversight role. Is this interpretation correct?

AP: I hope I made it clear that neither the MONC nor the compromise proposal intended to create an oversight body, but simply a body that would strengthen the community's link with the NRO EC, who will be performing the oversight.

PR: I fail to see what this council is trying to solve. Looking more closely, is this really something that the

community should be solving? If it's something between the parties to the contract, is it really something for the community to decide? Our community is quite adamant in not adding any new structures. Also, the word Council depicts power and authority, perhaps the term "review committee" would be more digestible. But I still don't see what we're trying to solve. Because this is a contract (SLA), I think lawyers would interpret how any potential dispute would be solved.

AP: I would be happy to use a different name. The proposal tries to address the oversight issue. The current situation is one where the US government holds an oversight role. In order to strengthen the capacity of the global community to understand the legitimacy of the body that will hold the oversight (shifted from the US government to an organization that is the coordination of 5 bodies). I'm sure the LACNIC community agrees with the legitimacy of the organization providing the functions, but we find added value if the NRO EC or whoever holds the new oversight function has some help that could also strengthen the body's legitimacy. Having advice that should be acknowledged but is not mandatory might be a way to provide greater legitimacy. This would never mean that the NRO or the RIRs themselves have anything wrong with them. We are simply trying to separate the operational functions from the oversight functions.

IO: So, you felt that the LACNIC community believes it is important to have the oversight body and that having people from the community would help increase legitimacy.

AB: I'm unclear about what the proposed oversight body will be overseeing. If it will be overseeing the NRO or the RIRs then I think that the RIRs already have mechanisms for accountability to the community. If it will be overseeing the IANA operator then I think that the NRO or RIRs can already do that.

PR: I see that AP mentioned that this committee would simply be an advisory body – perhaps that might be better. I'd like to move away from the word "council." Perhaps "review committee," in the spirit of cooperation. I think that the RIPE CRISP team would be happy to take this idea back to our community for consideration.

NN: To me it's a little bit clearer as well. Perhaps it's got to do with the different interpretations of the words we use. Is the problem you are trying to solve related to accountability and ensuring greater community input on the performance of the IANA review? Is my interpretation correct?

AP: I don't believe this is related to accountability. It's about helping the NRO EC have better perception in terms of legitimacy and their being accepted as the oversight body. The RIRs are the legitimate operational authorities. But it would be helpful to have an advisory council if they become the oversight body.

DG: There has to be some kind of oversight body that can look into the operational aspects. The NRO EC has been playing the role of oversight until now.

IO: I think people have a few questions still about LACNIC's idea. While nobody is expressing strong concerns, I think they'd like to understand exactly what role this would fulfill. What exactly the NRO EC

will have oversight of? Perhaps that's one of the questions. If you have any additional questions or suggestions, please share them via email. AP can clarify via email.

IO: Regarding point 3.a) I think we'll stick to the SLA aspect. In parallel, regarding 3.b, let's continue the discussion regarding LACNIC's proposal on the mailing list.

MA volunteered to draft for 3.a). AP volunteered to draft 3.b).

Action: MA to draft the text for item 3.a (agreement). AP to draft the text for item 3,b (community representatives).

#### **4. Final check on the initial draft**

- a) Check on suggested revisions
- b) Considerations for future draft: including who will draft

Items not discussed.

#### **5. Preparation for the announcement**

- a) Agreement on Comment deadline, where to submit: [ianaxfer@nro.net](mailto:ianaxfer@nro.net)?
- b) Draft announcement
  - Key points
  - volunteer on other part

Action: AB and IO will integrate the wording from MA and AP and complete the overall announcement.

- c) Communications with respective RIR regions
  - Mailing lists: role of RIR mailing lists
  - Any other form of engagement

Item not discussed

#### **6. Confirm how we incorporate comments & version control**

- a) A single point to refer to the latest documents
- b) Common understanding on incorporating communities' comments

Items not discussed.

#### **7. Reconfirm next steps & schedules**

- a) Draft publish time (rough target)
- b) Reconfirm the next call date

IO: The announcement will go out to the community on Friday. Deadline for community comments on this first draft: 3 days in advance before we make it public (that would be the 2<sup>nd</sup> of January).

PR: It seems very firmly behind the New Year's festivities. Maybe it would be better for comments to close somewhere around the 5<sup>th</sup>.

AP: Let's set the community deadline for the 5<sup>th</sup>

AR: I would prefer giving more time for the community to comment and shortening the drafting time than not giving the community enough time to comment.

IO: Let's set the deadline for comments as January 5<sup>th</sup>. Then, we can set the release of the second draft for January 8<sup>th</sup>. Then we will submit to the ICG on the 15<sup>th</sup>

## **8. AOB**

IO: Thanks for staying so late and thank you for your time. Let's stay engaged on the mailing list.

IO suggested having the next call at the same time tomorrow. No objections were heard, so it was decided to have another call at the same time tomorrow.

PR: RIPE NCC volunteers to help with the announcement.

The meeting was adjourned at 14.23