**PPSAI Comments on the PPSPAA**

The main issues with this agreement is that it oversteps the boundaries of what is actually being provided and the way it is governed.

1. Person should be changed to Entity. This does not work from a legal perspective.
2. In respect of Affiliated Provider, as we have defined Affiliate and Registrar, I see no reason to have this or Affiliated Registrar.
3. Why did we need to even discuss gTLD Zone-Rile Data?
4. The Registered Name definition is far too convoluted.
5. The Registered Name Holder definition needs reworking, if we need it at all.
6. gTLD Registration Data Directory Service – why do we not just refer to this as WHOIS rather than using this definition?
7. The Reseller definition also needs work.
8. We need to remove restricted amendment and redraft the whole two pages in relation to amendments.
9. I have no idea why 1.36 is included. It’s not a definition.
10. Voting Eligible Service Providers – surely the only way to offer these services would be to be accredited? Registrars/Resellers should always check. I assume a list will be maintained on the ICANN website.
11. Why are we defining a working group in 1.43? That should have finished by the time this goes live. I see no point in continuing with a working group.
12. Under ICANN obligations, why are 2.3.2 and 2.3.3 necessary?
13. We need to redraft 2.4 or move it – it is surely a registrar obligation to ensure the entity is ICANN accredited to provide P/P services? How would this apply to ICANN?
14. 3.2.2 content and retention periods. Under the GDPR, this will be impossible unless there are solid legitimate or public interest reasons for doing so.
15. 3.2.3 will have the same issues in respect of the GDPR. Is there any reason why ICANN would need this data?
16. 3.3 Rights in Data – as all of this data will be with the registrar, who will have to work with the privacy provider. I see no need for this extended paragraph.
17. 3.5.3.3 check these provisions against our responsibilities under GDPR.
18. 3.6 – the fee is excessive.
19. 3.9 as the working group shall not longer exist and I see no reason for it to exist, this needs to be redrafted.
20. 3.12.1, 3.12.2 and 3.12.3 should be one paragraph.
21. In 3.14, surely an automatic acknowledgement would be sensible while the claim is investigated?
22. 3.16 should be much simpler and needs to be redrafted.
23. 3.18 should just say in the event of a transfer away, the service shall be cancelled. If a customer does transfer away, it would be difficult not to make their information public if the service is cancelled.
24. Term and termination – why is there a five year term? Why not allow the agreement to run continuously until terminated?
25. 5.3 any reference to updated agreements really means amendments by ICANN and should be redrafted.
26. Causes for termination are normally mutual and this needs to be simplified.
27. 5.5.9 – what happens if you are both a registrar and privacy provider? It should be specified that even if one agreement is terminated, it will not necessarily affect the other agreement.
28. In respect of notice periods, fifteen days may not be long enough.
29. 5.9 limitations on monetary remedies should be mutual.
30. 6 amendment and waiver – this is ridiculously long and needs to be redrafted. I am still concerned about the mention of a working group. I fail to see the need for special or restricted amendments.
31. 7.2 in view of GDPR, it is not clear if we will be giving ICANN any data.
32. 7.4 negotiation process. It still mentions the working group. This should be under amendments and I don’t know what the difference is between them?
33. 7.5 I don’t know why the RAA is even being mentioned. If ICANN choose to include updated specifications or further specifications, this again should be dealt with in amendments to the agreement. After all, not all privacy providers shall be registrars and therefore are not a party to the RAA.
34. Escrow agreements. This should be what is already in place in respect of escrow agreements but what is currently in Specification 1 is far too long.
35. I understand a reason for a setting out the data fields but again, this is far too long.
36. All other specifications should be in line with what is already in existence in relation to a request from LEAs and IP rights holders, but specifying it here is not correct – each registrar or reseller will have their own processes for this in complying with applicable laws.
37. The data retention specification may need review.

In conclusion, this agreement is far too long for the service actually being provided, e.g. what the service is, who can use it, the obligations of the provider and when they can reveal data. It needs to be considered what we are actually aiming for here. If providing an onerous agreement with few signatories, then we could say we have achieved that. If, on the other hand, the aim is to promote companies to take up this accreditation, the agreement needs to be considerably redrafted. Happy to help with the redrafting.