

Privacy Proxy Service Accreditation Agreement Discussion Items

Issue	Section	Topic	Issue	Additional IRT Feedback	Status
1	1	Updates to Definitions From Final Report	Certain definitions have been adjusted slightly from definitions in final report: 1.22 Privacy Service; 1.24 Proxy Service; 1.25 Publication. These definitions were updated to reflect additional defined terms (for example, “beneficial user” changed to “Customer” etc; “Registration Directory Service” updated to “Registration Data Directory Service”)		
2	1.21	Provider Approval	The Draft contemplates needing the affirmative approval of 50% plus one of all Service Providers for global amendments. Please advise if this is appropriate or if some other metric should be used.		
3	1.42; 6; 7.4	Working Group; Amendments	Like the RA and the RAA, the PPAA needs a method to implement global amendments. However, Service Providers do not have a Stakeholder Group. The Draft contemplates a Working Group to fill this role until a Provider Stakeholder Group is formed (if ever).		
4	3.2.2	Data Retention	The RAA provides that this information is to be kept for two years, but ICANN proposes that Providers only keep it for one in order to limit the number of exemption requests		

5	3.5	Code of Conduct	How should a “consensus” be measured for purposes of establishing a Code of Conduct for Service Providers?		
6	3.5.5.1, 3.5.5.17	Domain Name Cancellation	Please advise on cancellation process. How would a Service Provider prohibit cancellation of a domain name that is the subject of a UDRP dispute?		
7	3.6.1	Accreditation Fees	Fees to be discussed at a later date.		
8	3.6.2	Variable Fees	Who would be responsible for variable fees if Provider does not pay them? Under the Registry Agreement, Registry Operators must pay if Registrars do not.		
9	3.12	Contact Info	The Final Report states that “ <i>P/P service providers should be fully contactable through the publication of contact details on their websites in a manner modeled after Section 2.3 of the 2013 RAA Specification on Privacy and Proxy Registrations.</i> ” Section 3.12 of the Draft is the proposed mechanism for implementing this recommendation. Please advise.		
10	3.18.3	Reveal Requirements	What disclosure of contact details is contemplated?		
11	3.19.1	Transfer of Registered Names Requirements	Please advise on how transfers should work in connection with the de-Accreditation of a Service Provider.		
12	5.2	Accreditation Term	The Draft contemplates a five year term. Please advise if that is appropriate.		

13	5.7.1	Provider Suspension	<p>On the Registrar side, ICANN notifies Registry Operators to implement a lock which prevents Registrars from registering new domains or receiving inbound transfers. This will be more difficult to police on the PP side as registrars can be told not to accept new registrations from a service provider but they may not have means to easily block registrations. Please advise as to whether you think this is adequate or if you have additional suggestions on this topic.</p>		
14	Data Escrow Specification	Data Escrow	<p>The Draft contemplates a modified version of the data escrow specification from the new gTLD Registry Agreement. This will be discussed during 25 July 2017 IRT meeting.</p> <p>This model was chosen based on the results of the IRT poll, but it is unclear how this will function in conjunction with IRT recommendation that registrar-affiliated providers should be able to escrow through the registrar (who will be using a different specification).</p>	<p>Point 1: Perhaps RAA section 3.6 could be adapted for the p/p accreditation context. (Of course, if the RAA provision is modified in the future to align more closely with the registry obligations, the p/p obligations may be able to move in lockstep with it.)... What is the downside of this approach? Put another way, what would be the advantage gained by aligning the p/p escrow obligations with those of registries, rather than those of registrars?</p> <p>Point 2: In short, it is nice to see most of the stuff listed in a section and being up to date! But most of it is not new for Registrars, and as a contracted party I have no issue with</p>	

				<p>it.</p> <p>What is missing in this specification is that the non-affiliated privacy provider should specify at which registrar the domain name is, they provide privacy services for in the deposit. For Registrars or affiliated privacy services, this is a nonissue as anything at a different Registrar is no longer provided by those Registrars or affiliated providers as a service.</p> <p>Point 3: I remember the F2F in Dublin - it was agreed that any third party provider would have to do the same as a registrar. Theo has highlighted those parts, but, ultimately we have to have the same standards for the escrow service to accept the data, whether that be for the registrar or third party provider. I'll also mention that I am sure the current escrow services will not change the way they currently accept data, nor process it for ICANN compliance.</p>	
15	Customer Data Accuracy	Data Accuracy	This was adapted from the RAA, in furtherance of the Policy		

	Program Specification		<p>Recommendation that “P/P customer data is to be validated and verified in a manner consistent with the requirements outlined in the WHOIS Accuracy Program Specification of the 2013 RAA (as may be updated from time to time). In the cases where a P/P service provider is Affiliated with a registrar and that Affiliated registrar has carried out validation and verification of the P/P customer data, reverification by the P/P service provider of the same, identical, information should not be required.” (Final Report p. 9)</p> <p>IRT input is sought on this draft specification in its entirety.</p>		
16	Registration Data Directory Service Labeling Specification	Data Fields	Please review and provide feedback regarding which fields you believe are applicable. This is appropriated from the RAA, but certain fields may not be applicable (including Registry Admin/Tech IDs). Should Customers be required to designate admin and tech contacts?		
17	Law Enforcement Authority Disclosure Framework Specification	Conformance	This Specification will need to be evaluated in relation to the entire PPAA.		
18	Law Enforcement	Definitions	Definitions adjusted from most recent LEA framework draft to accommodate		

	Authority Disclosure Framework Specification		other defined terms in PPAA. “Requestor” changed to “LEA Requestor” because “Requestor” is defined more generally in Section 1.35; definitions for “Provider” and “Customer” removed because these are already defined in Section 1.		
19	Law Enforcement Authority Disclosure Framework Specification	Receipt Process (Section 3.2.1)	Proposed edit from PSWG: I'd like to propose the following revision to the first paragraph in section 3.2.1: <i>"Within 24 hours of the disclosure request being submitted, the Provider will review the request to ensure it contains the relevant information required to meet the minimum standard for acceptance."</i>		
20	Intellectual Property Disclosure Framework Specification	Conformance	This Specification will need to be evaluated in relation to the entire PPAA.	Point 1: Section 2.3 Domain Name Resolves to Website Where Trademark Is Allegedly Infringed coupled with Section 3. Provider Action on Request. Perhaps it is me, but I have this fear that these two sections will create a lot of manual labor on the Registrar/provider side? Or has the potential to create a ton of work. Again maybe it is me, some input from Registrars or WG members is very welcome. Perhaps this was the intention of the WG; I am not sure.	
21	RAA Synchronization	Updates to the RAA	The introductory paragraph of Specification 2 contains a provision		

			<p>contemplating automatic updates if an analogous provision is updated in the RAA. Please advise if this is workable and if there are any other provisions that should receive similar treatment. Some of the definitions that have their origins in the RAA are inherently going to be differently phrased in the PPAA due to different defined terms, etc. so if this concept is kept then there will need to be some form of implementation to harmonize them.</p>		
22	Rights in Data (Section 3.3)	Proposed Edits	<p>Remove extra “)” after “query-based public access).” Update reference to WHOIS to Registration Data Directory Service. Propose to remove second sentence, as this does not impose an obligation on Provider and is merely an acknowledgment that a third party shall do something.</p>		
23	Data Retention Specification	Applicability		<p>Point 1: SPECIFICATION 6: DATA RETENTION SPECIFICATION Maybe I just have grown a healthy distaste when it comes to waiver processes, but do we require a data retention spec for a privacy service?</p>	