I refer to https://community.icann.org/pages/viewpage.action?pageId=53779816 and in particular to the PDF file at https://community.icann.org/download/attachments/53779816/FinalTransitionProposal_11June.pdf?version=1&modificationDate=1434047705000&api=v2

In general, this proposal can be characterized as "much ado about nothing": it uses many pages of very detailed text to enshrine the status quo, apart from accountability changes mentioned in paragraph 106.

PTI will be fully controlled by ICANN, so there is no meaningful separation and no real change with respect to the current situation. In particular, there will be no change in jurisdiction, so PTI will be subject to US law, as is the case today for the IANA function. This means that, in effect, the United States maintains its asymmetric role with respect to the management of domain names and addresses (PTI would have to obey US court orders and US laws), thus negating the objective of internationalizing the management of Internet domain names and addresses.

My detailed comments below refer to the paragraph numbers at the left margin of the text.

02: The proposal does not provide the full details required for a transition. In particular, Annex S, which is a critical and essential part of the proposal, is and "*initial draft proposed term sheet that could be the precursor to the ICANN-PTI Contract".* Worse, it is proposed that the actual contract between ICANN and PTI "*will be subject of negotiation between PTI and ICANN"*. As explained below, it is my view that PTI is not truly independent of ICANN, so the proposal in effect gives ICANN full powers to define its relation with PTI.

Consequently, there is no real separation of the names part of the IANA function, and I formally object to that lack of separation.

103: The proposal states *"The CWG-Stewardship reviewed all input received and has updated the proposal accordingly."* The group did indeed review all inputs received, but it did NOT update the proposal accordingly. In particular, many of my comments are not reflected in the Final Proposal.

> I refer to the summary of the comments, and their treatment, published at:
>
> https://www.icann.org/en/system/files/files/report-comments-cwg-stewardship-draft-proposal-11jun15-en.pdf
>
> My comments below refer to the comment numbers shown in the document cited above.
>
> Comments 1 and 102: the response does not in fact provide the requested detail, so it is in effect a dismissal of the comment.
>
> Comments 103, 143, 285, 342, 346, 348, and 363: the response does not address the issues that I raised, so in effect my comments have been dismissed.
>
> Comments 285 and 342: the response refuses to consider the issue of jurisdiction. As I have stated repeatedly before, the issue of jurisdiction is important, in fact critical. My comments regarding this critical issue have been dismissed.

105: There is no real separation, PTI is an affiliate controlled by ICANN. As the proposal says: *"… PTI will be an affiliate in the form of a California public benefit corporation with a single member and that member will be ICANN, with a Board comprising a majority of PTI Board members appointed by ICANN."* See also 112 below.

106: The proposal is conditional on accountability changes, which have not yet been finalized by the CWG-Accountability, much less formally approved. Thus it is a conditional proposal which cannot yet be properly evaluated, much less approved.

108: No mention is made of transfer of intellectual property currently owned by ICANN, in particular the IANA trademark.

112: The majority of the PTI Board would be employees of ICANN. Thus there is no meaningful separation between ICANN and PTI.

150 (2): The important, indeed critical, issue of the root zone operator is not addressed. Therefore the proposal is incomplete.

155 (1): The proposal states: *"Formal approval to proceed with a change [to the Root Zone file] shall be granted by the ICANN Board."* This gives excessive power to ICANN Board, which is bound to apply US law. So the USA retains unilateral control over the root; this is explicitly recognized in paragraph 165 (waivers of certain US legal requirements).

208: The proposal does not reflect my comments, therefore there is no way in which I have approved it or consented to it. To be clear, I formally object to it. And I could not fully participate in the development of this proposal because I would have been a participant without decision-making rights.

251: The proposal reflects the consensus of the chartering organizations, that is of ICANN itself, not of global multi-stakeholder community.

283: The IFRT mostly represents ICANN stakeholders. This is nots meaningfully different from oversight by the ICANN Board. So there is no meaningful external oversight.

298: Participants in the IFRT discussions will not have the same decision-making rights as members.

390, 399: Separation will occur only if approved by ICANN Board. This leaves full control with the ICANN Board. Further, since the Board must comply with US law (if ICANN remains in the USA), a US law could prevent separation.

Comments on Annex S (draft contract ICANN/PTI):

"PTI must be U.S. owned and operated, incorporated and organized under U.S. law. Primary IANA functions must be performed in the U.S. PTI must have a U.S. physical address." This enshrines the current asymmetric role of the United States and is not acceptable.

"PTI shall operate the .INT TLD within the current registration policies for the TLD." This ignores my formal request to implement, in so far as practicable, the provisions of Recommendation ITU-T E.910.

"[ICANN will grants PTI an exclusive, royalty-free, fully-paid, worldwide license to use the IANA trademark and all related trademarks in connection with PTI's activities under the ICANN-PTI Contract.]" Again, this would give excessive power to ICANN, and it is not consistent with the proposals from the numbering and protocol communities.

"ICANN shall own all intellectual property conceived, reduced to practice, created or otherwise developed by PTI under the Contract." Again, this makes it clear that PTI is not at all separate from or independent of ICANN. And, again, it gives too much power and control to ICANN, making true separation difficult if not impossible.

"With respect to copyright, the ICANN-PTI Contract is a 'work for hire' agreement and ICANN shall be deemed the author and shall own all copyrightable works created by PTI hereunder, and all copyright rights thereto. In the event this is not deemed a work for hire agreement, PTI shall assign ownership of the copyrightable works and copyrights to ICANN." Same comment as above.