

	<p>Requirements 3 - ICANN Appointed Registry Operator may amend or replace its respective Data Access Agreement to incorporate data processing terms and conditions substantially similar to the requirements provided at https://www.icann.org/resources/registries-operators/data-access-words-without-any-further-agreement-of-icann, provided that Registry Operator and Registrar MUST promptly advise any such amended or replaced Data Access Agreement to ICANN.</p> <p>Does ICANN recommend, such amended or replaced Data Access Agreement be deemed to supplement or replace the applicable, the approved Data Access Agreement that is identified as an appendix (if any) to Registry Operator's Registry Agreement?</p>	<p>Must agree with the provision but know that do not state that the EPDP needs to verify ICANN's approach to data access agreements and the relationship (i.e. controller / processor) between the parties. The issue highlights the greater need to clarify roles and responsibilities of parties and the absolute data sharing agreements. The advice provided and contracted parties are best placed to work out how to operate access services in accordance with the GDPR.</p>						<p>Given that ICANN is the controller and the Escrow Agent is the processor, it is for ICANN to enter into such agreement governing the data processing relating to access.</p>		<p>It may need to define "substantially similar".</p>	<p>We do not dispute the requirement for data processing agreements between contracted parties and data access agents, however ICANN is currently processing data processing terms between ICANN and the data access agents. That is, ICANN is currently processing data processing terms that incorporate those terms into their own agreements. It is difficult with the requirement in this section that ICANN approach to data access agreements and the relationship (i.e. controller / processor) between the parties. The issue highlights the greater need to clarify roles and responsibilities of parties and the absolute data sharing agreements. In addition, while we do not dispute the need for data access agreements and related data processing provisions as required, the PUSG believes that specific of contracts between contracted parties and access agents within ICANN, contracted parties, and vendors, should be subject to consensus policy, but instead left to contracted parties. The PUSG suggests that the escrow providers and contracted parties are best placed to work out how to operate access services in accordance with the GDPR.</p>	
Appendix B -	<p>Supplemental Data Access Requirements</p> <p>4. Additional Requirements additional to the above requirements, the data access agreement may contain other data processing provisions that are not contradictory, inconsistent with, or intended to substitute the required terms provided above.</p>	<p>This section is supported. It was pointed out that data access is governed by a set of agreements among ICANN (a data controller), the contracted parties and the data access provider and might be better left for those parties to negotiate.</p>	Yes	Yes	No strong opinion	Yes	Yes	No	Yes	Yes	Yes	<p>7 1 1 1 111%</p>
Appendix C -	<p>Sub-Registration Data Access to ICANN</p> <p>The Appendix specifies the requirements in (c) under 3.1.1 of Specification 4 of each Registry Agreement that is included in the Base Registry Agreement, and (d) the Registrar's provision to the Registry Agreement that is based on the Base Registry Agreement (i.e. provide Sub-Registration Data Access to ICANN) (the "Data Access Specification" - "ICANN" in Base Registry Agreement) to the Registry Operator (ICANN) only provide the following data for all registered domain names: domain name, domain name registry point of contact, Registrar ID (IANA ID), status, last updated date, creation date, expiration date, and name server names. For sponsoring registrars, Registry Operator MUST only provide registrar name, registrar ID (IANA ID), instance of registrar whose services, and URL of registrar (during renewal this section) support this section as is.</p>	<p>This section is supported. It was pointed out that domain names themselves may also be personal information and the processing activity needs to be analyzed for purpose and legal ground.</p>	Yes	Yes	No strong opinion	Yes	Yes	No	Yes	No strong opinion	Yes	<p>6 2 1 1 111%</p>
Other	<p>If there is any further input you need to provide on the sections referenced above that will help inform further deliberations, please use the comment box.</p>	<p>GDPR Representations would also be key that as per former's references to GDPR only may be problematic as regard to data related to regional data protection requirements, if the appropriate language to include national data protection legislation would be helpful. There are descriptive words used throughout the above sections that either don't offer any help or need clarification. Examples are reasonable access and reasonable notice, under CD.</p>					<p>The reasons for this reporting should be evidenced for an Escrow Agent may also be PII and thus, the processing activity needs to be analyzed for purpose and legal ground.</p>	<p>Thoughtful review with the list of the temporary specifications include a requirement to adhere to diligence as outlined in a particular Appendix of Section of the temporary specifications. The PFC believes that these requirements will reference consensus policy of the EPDP team and reference the relevant sections or appendices of the EPDP final report. Also note that our agreement to Section that reference section. Appendices does NOT mean that we agree with all the terms and provisions of the particular Appendix itself.</p>			<p>Addressing their comments in this section is to update the language from the base RA which allows for sending more data than the minimum required, the PUSG is in with this section. Other Comments</p> <p>These issues require attention to reflect the views of the PUSG but we note that it has not gone to the full group for review/approval. Responses may need to be updated.</p>	