Title of Proposed Issue	Description of Proposed Issue	Submitted by	Date	Source(s) for Proposed Issue with Link(s)	Reasons this is within our remit	Reasons this is outside our remit	Support for this as an accepted issue	Opposition to this as an accepted issue	Accepted/Rejected as an issue (with explanation)	Notes
Governing law for Registry agreements	There is currently no governing law in the "Base Registry Agreement" (except for e.u and possibly other "legacy agreements"). This is an issue because: (1) the governing law is important in interpreting the contract. (2) not stating a governing law gives too much discretion to a court to determine the governing law of the contract. (3) it creates the possibility that different courts will apply different governing law and interpret the contract differently.	Raphael Beauregard- Lacroix	18/04	Litigation summary which, dealt with that issue. (Employ Media LLC v ICANN)		This issue as described is related to accountability to the extent that accountability is also predictability, it can be argued that ICANN is not being accountable by letting an arbitrator decide eventually of the law applicable to its standard form contracts. As a registry I may prefer to know the law that applies to the contract I have with ICANN, even if that law ends up being "foreign" to me. Given its legal resources, ICANN may have the means to disregard this and let the arbitrator decide on the applicable law, but this is probably not the case of most registries. In that sense, ICANN is not being responsible and is putting an extra burden on registries. Moreover, because these BRAs are standardised, a single arbitral award that would decide (for example) that the applicable law is the law applicable to the entity serving as the registry, all of sudden the admittedly American legal content of the BRAs would need to be interpreted in light of a myriad of various legal systems.				
Governing law for Registrar Accreditation Agreement	There is currently no governing law in the RAA. This is an issue because: (1) the governing law is important in interpreting the contract, (2) not stating a governing law gives too much discretion to a court to determine the governing law of the contract, (3) it creates the possibility that different courts will apply different governing law and interpret the contract differently.	Greg Shatan	10-Jul							

Sanctions/OFAC (US	US foreign policy limits ICANN's ability to accredit	Internet	7-Jul	1. Comments of IGP, https:	The subgroup was	 IGP		
sanctions laws and	registrars and approve registries. See specific issues	Governance						
policies administered	below.	Project		Comments of Iran; https:	"jurisdiction of			
and enforced by the					contracts and dispute			
Office of Foreign Assets		1		Comments of Russia;	settlements" affect			
Control ("OFAC"))		1		https://go.icann.	ICANN's			
				org/2tuwOFD 4.	accountability			
				Comments of Richard Hill	(Accountability Report			
				http://bit.ly/2tuDzXY 5.	p. 6, Feb 2016) These			
				comments of Just Net	aspects of US			
				Coalition https://go.icann.	jurisdiction can			
				org/2tQVbzF	undermine ICANN's			
				[	accountability to its			
					stakeholders as			
					ICANN policy and			
					decisions can be			
					superseded by U.S.			
					government policy. In			
					the same report it is			
					also stated that WS2			
					should be "Addressing			
		1			jurisdiction-related			
		1			questions, namely:			
					"Can ICANN's			
		1			accountability be			
		1			enhanced depending			
					on the laws applicable			
					to its actions?" The			
					CCWG-Accountability			
					anticipates focusing			
					on the question of			
					applicable law for			
					contracts and dispute			
					settlements." (p. 47)			
					https://go.icann.			
					org/2tRbKLP			
					Org/ZIRDKLP			
Sanctions/OFAC (1):	1) ICANN RAA says it is under "no obligation" to seek							
Registrar Accreditation	an OFAC license; 2) even if it does seek a license it							
	has no control over whether it is granted and the							
	process can be long and is not transparent;							
Sanctions/OFAC (2):	There is a lack of clarity on whether registrars not in							
	sanctioned countries but outside the US are bound							
Applicability to non-US	by OFAC sanctions because of their contract with							
registrars	ICANN.							
Canations/OFAC (2)	US foreign policy limits ICANN's ability to accredit							
Sanctions/OFAC (3):	registrars and approve registries.							
Approval of gTLD	- ogioticio dila approvo rogiatico.	1						
Registries								
ICANN ccTLD	How binding or precedential is the appeals court	Internet	7 July	Weinstein v. Iran	If US courts override	IGP		
delegations	decision in WEINSTEIN v. ISLAMIC REPUBLIC OF	Governance	1	(Weinstein, 831 F.3d at	ICANN ccTLD			
	IRAN No. 14-7193, elevating ICANN's ccTLD	Project		485-486) Analysis of the	delegation decisions it			
	delegation decisions above property seizure	1		case carried out by	bypasses ICANN			
		1						
	challenges?			Mathieu Weill at: https:	processes,			
		1		//go.icann.org/2uvbMa6	undermining its			
				For furether analysis refer	accountability to its			
		1			global			
		1		478-480 http://www.stlr.	multistakeholder			
		1		org/download/volumes/vo	community. This issue			
		1		lume18/muellerBadiei.pdf	relates to applicable			
		1			law and dispute			
		1			settlement and			
		1			therefore is within the			
		1						
		1			mandate of this sub			
					group.			
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