Inter-Registrar Transfer Policy Part B PDP
Transcription
Tuesday 23 March 2010 at 15:00 UTC

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http://audio.icann.org/gnso/gnso-irtp-b-20100323.mp3

On page:
http://gnso.icann.org/calendar/#mar
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Michele Neylon – RrSG – Chair
Berry Cobb – CBUC
Kevin Erdman – IPC
Mikey O'Connor - CBUC
James Bladel – RrSG
Chris Chaplow – CBUC
Paul Diaz – RrSG
Matt Serlin – RrSG
Barbara Steele – RySG
Anil George – IPC

Guest:
Scott Hollenbeck

Staff:
Marika Konings
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Eric Brown – RY (all Tuesday calls)
Matt Mansell - RrSG
Michael Collins – Individual
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Coordinator: The call is now being recorded, please go ahead.

Gisella Gruber-White: Thank you. Good morning, good afternoon to everyone. On today's IRTPB call on Tuesday the 23rd of March we have Michele Neylon, Barbara Steele, James Bladel, Paul Diaz, Mikey O'Connor, Matt Serlin, Barry Cobb, Kevin Erdman, Chris Chaplow. As guest we have Scott Hollenbeck. From staff we've got Glen de Saint Gery, Marika Konings, David Giza and myself, Gisella Gruber-White. We don't have any apologies.

And if I can please remind everyone to state their names when speaking, thank you. Over to you Michele.

Michele Neylon: All right thank you Gisella. Okay we've done the roll call so I'd like to welcome Scott from VeriSign who's going to be talking to us about the wonderful world of EPP. And for those of you - you should all have got an email yesterday from Marika which goes over one of the RFCs regarding the statuses that are shown in EPP. And I assume you all read that.

Scott, over to you.

Scott Hollenbeck: I'm not exactly sure what you want me to say. Barbara had said I would be available to ask - I'm sorry to answer to questions.

Michele Neylon: Oh okay fair enough. I think part of the problem we were having and somebody else can take me up on this is that we were - there's a bit of confusion about EPP statuses and how that entire thing works. There was a reasoning behind this. Mikey or James might be able to say a bit more on this. Mikey?

Mikey O'Connor: Thanks Michele. This is Mikey. And it's great to have you on the call today, sir. I think that we had two things, one we needed to get a little bit better understanding of the mechanics of EPP. But the main thing that I think we were working on was the possibility of changing the statuses to be more human understandable.

And perhaps refining them a bit so that registrants and registrars for that matter would have a better idea of which status meant which thing. And we didn't want to get too far into a big discussion about that without a little bit of knowledge of sort of where the easy parts of EPP status could, you know, which parts of that could be changed easily and which part would be very disruptive from an implementation standpoint.

And I think that's really part of the reason that we needed to have you on the call. James you want to flesh that out a bit?

James Bladel: Oh Mikey I think that's a pretty good synopsis. There were several discussions about locking versus transfers and what a registrant or another registrar would see in the WHOIS to determine whether or not a domain name was in a certain locked state and whether certain statuses could be distinguished just by looking at the WHOIS and registry locks versus registrar locks.

So really what I think we were looking for was just some clarification on all of the different statuses that are available and who controls them, who can - and which party can release them.

Scott Hollenbeck: Okay. I have to apologize that I don't have the actual spec in front of me. I'm sitting at a gate at Dulles Airport waiting to catch a plane. So those of you who have the document in front of you if I miss one please remind me and I'll be glad to go into more detail to describe what it is and how it works.

The one related to locking though there are eight, four of which are managed by clients which you can translate to mean registrars and four of which are managed by the server which you can translate to mean a registry.

There's one locking status or I'm sorry, two, one for the registrar, one for the registry for each of the four transform commands or the commands that can

manipulate the state of an object. In this case we're talking about a domain name.

There are transfer prohibited status values, update prohibited status values, renew prohibited status values and delete prohibited status values. Depending on which of the two parties sets one if the domain is in any one of those states the transform operation identified by the command in the status value will be prohibited.

So for example if a registrar wants to offer a service that, you know, can be used to prevent transfers they can set the transfer prohibited - I'm sorry the client transfer prohibited status value and request to transfer the domain will be rejected.

Similarly the registry operator can set any one of the four status values to prevent (unintelligible) transfer operations from happening. And they can do that as part of a value-added service or they can do it for nonpayment or for whatever reason their policy deems to be appropriate.

Okay there are other status values that describe the current state of a domain such as Okay. The Okay status is meant to mean that there is nothing - there are no locked values and no other status values set.

What other values are listed among the list?

Michele Neylon: I'm just bringing up the document now Scott.

Scott Hollenbeck: Thank you.

Michele Neylon: If I can find it.

Mikey O'Connor: Yes, is this the one that's in the Adobe Connect Marika?

Marika Konings: This is the RFC that's up here, the RFC 5731.

Mikey O'Connor: Okay.

Michele Neylon: It's one of the subsections so it's specifically 2.3...

Marika Konings: Section 2.3 correct, 2.3.

Mikey O'Connor: Two point three one.

Michele Neylon: Okay here I'm going to send you a link on the chat, guys, just to that specific section just of the ITEF Website. Okay the status values are - hold on a second, just make sure the list - oh the ITEF Website works over (IPD 6). There useless factoid of the afternoon.

Client delete prohibited, service delete prohibited, client hold server hold, client renew prohibited, server renew prohibited, client transfer prohibited, server transfer prohibited, client update prohibited, server update prohibited, inactive, okay, pending create, pending delete, pending renew, pending transfer, pending update.

Scott Hollenbeck: Okay, all right...

((Crosstalk))

Scott Hollenbeck: ...talking about the pending values. Those all exist because there are some registry business policies that will allow a client to request one of those operations like a renew but for whatever reason the renew does not take effect when the command is completed on the server.

So the protocol includes a status value to let you know that a command has been received and processed successfully but the actual action has not yet been fully implemented.

((Crosstalk))

Scott Hollenbeck: So those are the pending values. Inactive, it basically means the domain exists in the database but does not exist in the zone. This can sometimes happen where a domain is registered initially but again for example the registry might have to take some out of band authentication steps to determine if a registrant or a registrar is authorized to register the name.

And for whatever reason it's reserved as it cannot be registered by someone else but it has not yet been published in the zone.

Michele Neylon: Okay Scott I've just a couple of people who want to ask you questions I think. Since she's a lady we'll let Marika go first then we'll have James.

Marika Konings: This is Marika. This is basically add on to what James and Mikey already said, like one of the reasons I think we wanted to talk as well is that someone as part of the public comment period has suggested that each status value can have a message accompanying it and that person was suggesting that a way of clarifying some of the statuses in relation to a locked status might be to have that message accompany that would explain to a registrant what it actually means and what they could do to actually unlock a domain.

And I think what we're trying to understand as well how that would work in practice and, you know, whether that would require a change in the protocol or, you know, how that would work.

Scott Hollenbeck: Well it wouldn't require a change in the protocol because as you know there's a feature that already exists. It would be up to the, you know, the registry operator or the registrar, you know, the entity that sets the status, to provide the text to be included there.

So how would it work? Well it, you know, a policy action could dictate that if a domain name is in a particular status that a particular text string appears along with it, that's one way.

Marika Konings: Thank you.

Michele Neylon: James?

James Bladel: Hi, this is James speaking, thanks Michele and thanks for the overview Scott. I have just a couple of comments or questions on this locked status. The first one being that there's another locked status that can occur external to EPP and that can be a registrar service where the domain is locked versus transfers or updates within the registrar account.

And that may or may not coincide with the locked status that is maintained at the registry via EPP, the client's transfer prohibited and other locks like that. The reason being that some registrars view that as a separate layer of security against inadvertent transfer, deletion or update of the registration.

I'm certain although I'm not personally familiar with any I'm certain that there are registrars out there as well that tie their own lock products to the registry's EPP status so that if a client manipulates the locked status in their registrar account that that is immediately passed on upstream to the registry whereas some registrars would probably view that as two separate locks.

Is that your experience as well, Scott, or...

Scott Hollenbeck: No.

James Bladel: ...care not to speculate on it?

Scott Hollenbeck: Well no it's not my experience and, you know, as a registrant. I mean, the registrars that I've done business with all seem to implement lock in such a

way that when I changed something in my customer account it gets reflected at the registry.

Now having said that the registrars can basically do whatever they want in that sense. If they want to add another layer of security that's one way they can differentiate themselves from the competition.

The challenge though of course is if a domain is in such a state that they have to find a way to present that information to a, you know, to people. People could mean either registrants or people who look at it in registrar WHOIS. That would be an interesting thing to deal with when you have a thick registry where the registry maintains all of the safe information.

I don't quite know how they would do. EPP does not have a provision for, you know, status values and beyond those that are currently specified unless you get into the extension mechanism which is part of the protocol. But that would have to be something negotiated between the registry and the registrar.

James Bladel: Okay thanks.

Michele Neylon: Mikey?

Mikey O'Connor: Thanks Michele. Scott, mine is more of a kind of operational question. And that is if - going back to that text string that's displayed along with the status if we were to wave a magic wand and say that would be a really good idea who would have to do what in order to get that text string to display in WHOIS?

Scott Hollenbeck: Both registries and registrars would have to make changes in their implementation to display a particular text string.

Mikey O'Connor: Okay. That was the - thanks that's exactly what I was afraid of.

Scott Hollenbeck: Yes, those are the publishers of WHOIS. So if you want to put something there they have to change it.

Mikey O'Connor: Yes, all right. Thanks.

Scott Hollenbeck: You're welcome. Were there any other specific questions or can I talk for a few moments on the larger question at the beginning about how easy it is to change the protocol?

Michele Neylon: I think you should go ahead there unless somebody else has a specific question. Guys, anybody? No, go ahead Scott.

Scott Hollenbeck: Okay. In short very difficult. EPP is now a full standard from the IHS perspective which means we've got - well it doesn't mean we've got 10 years of operational experience but that is what we've got.

It's been reviewed essentially three different times and published as proposed standard then draft standard then full standard. With each promotion opportunity being there to make the minor changes, minor corrections. And to date no one has indicated a need to do so.

Changing the protocol to make the status values more (unintelligible) and intuitive it's probably not a good idea because the protocol is intended to be interpreted by machines. And we would another - I mean, I would like to suggest that another layer of software would probably be a more appropriate place to do that such as like WHOIS.

If you look at the WHOIS protocol it basically doesn't say that there's any syntax to the commands beyond send me a string that's terminated with a line feed or a carriage return. And if it's relatively easy to translate like a server transfer prohibited to a text string that says something like, you know, hey you cannot transfer this domain, please contact the registry or something like that.

On top of the difficulty in changing the protocol the one thing that is in the protocol that we built into try to make this a little bit easier is something I described a moment ago called the extension mechanism. It's very easy to add additional features to EPP by coming up with a new specification that could for example have additional more finely grained status values.

That would require some negotiation between registry and registrar since both would have to implement it. But the protocol has loops in the appropriate places to make that relatively easy to do.

So any questions about that?

((Crosstalk))

Scott Hollenbeck: Sure.

Michele Neylon: This is Michele here. Just with regards to the extensions a lot of the gTLDs already use extensions in their own implementation of EPP from what I understand is that correct?

Scott Hollenbeck: Yes it is.

Michele Neylon: And I think from what I recall there is a command you can run on EPP which will pull back the endpoint's implementation like you get back like a catalog of the extensions that a particular registry is running or am I confusing things?

Scott Hollenbeck: No, no, when the client attempts to connect to a server the server is obligated to publish a list of all the mappings that it implements. And you can translate mapping here to extension. So that's absolutely correct.

Michele Neylon: Okay so I was right, okay.

Scott Hollenbeck: Right and then when the client attempts to log into the server to create a session they are obligated to identify all of the mappings that they wish to use during the course of that session. So there's a little bit of negotiation up front where there's an advertisement and then a confirmation of services to be provided.

Michele Neylon: Okay. So let's say for example in the case of VeriSign, I mean, how long would it take for example for VeriSign to make a change in - how long will it take them to implement the change say adding a more descriptive text field for an existing status for example?

Scott Hollenbeck: That's a two-pronged question. There is a technical answer as in how long would it take us to manipulate the software to do that. And there's a policy answer that involves negotiation with registrars. Barbara, I'll let you talk to the - how the negotiation with registrars things work and how we have to set things up in (OTE) and whatnot.

But the short technical answer would be that it would probably take something on the order of a couple of months. It would very likely have to be built into a planned release, you know, that we've already got on our engineering roadmap. It would then have to be tested; it would have to be deployed. And typically the releases are - can take on the order of somewhere between two to four months.

Michele Neylon: Okay. Does anybody else have any questions on this? Mikey?

Mikey O'Connor: I'm going to follow up on your last point, Scot. Suppose that you did roll out such a change and we added a text enhancement basically to a status. How disruptive would that be to a registrar that chose not to implement something on their end? Would it just pass by and not be acknowledged or would it break their system as soon as the release went out?

Scott Hollenbeck: Yes unfortunately there's no clear answer to that because it could be both. A registrar is effectively obligated to have implemented the protocol in the way that it's currently specified. So if VeriSign were to, you know, simply change a text string or to add a text string but without changing the protocol the registrars' software systems should not break.

My own experience is that it would be naïve to think that that's how it would actually work. The registrars tend to implement the specifications selectively. You know, that is they implement certain features that are relevant to whatever it is they want to do and that VeriSign has to be very careful about any changes we make to our server side implementation.

We change, you know, very minor things and registrars' systems break. This is why we have an operational test and evaluation environment where we, you know, set up server software and let it bake for quite some time before we set it loose in the live environments.

Michele Neylon: Does that answer your question Mikey?

Mikey O'Connor: Yes, I think so. Thanks very much.

Scott Hollenbeck: Sure.

Michele Neylon: Barbara?

Barbara Steele: Hi this is Barbara. I just actually had a couple of questions. As Scott said we actually do, you know, put everything out there in a no T&E environment so the registrars can go out and test their systems to make sure that nothing does break.

If we are making a change that is going to impact registrars we also provide a 90-day notice that that's coming up and giving them a summary of what is changing so that they're prepared for it.

The other question that I had, actually is for Scott and whether or not if we were to, you know, negotiate with registrars individually or collectively as to how to use the extensions.

Do all of the registrars have to agree to use in the extensions in the same way in order for us to make a change or is it something that, you know, for Registrar A we could use the extension one way and provide, you know, a string of information and Registrar B, you know, they can use it a different way and provide different information via that string?

Scott Hollenbeck: No, Barbara. If you were to implement this it would basically be using the same string and it would be available to all of the clients at the same time.

Barbara Steele: And it would have to have the same information?

Scott Hollenbeck: Well yes...

((Crosstalk))

Scott Hollenbeck: Yes, correct. And any that wanted to take advantage of it that is because the extensions are optional from a protocol perspective. You can implement policy exceptions to that. Like, you know, somewhere in the registry/registrar agreement you can say that, you know, we are going to make this extension available to you and you are obligated to use it, you know, for these reasons or whatever.

But there is no way to, you know, come up with different strings on a per client basis.

Barbara Steele: Okay so I just wanted to make sure that everybody was understanding that that, you know, it's not as though we could negotiate with different registrars on how to use them then so thanks for confirming.

Scott Hollenbeck: Sure, you're welcome.

Mikey O'Connor: So this is Mikey again. I guess my concern is I'd like to find a way to do this that was sort of minimally disruptive. And I'm wondering if these text strings are those in the extension category and thus could be ignored by registrars if they so choose or would they be more in the base implementation of EPP and thus all registrars would have to redesign their systems in order to accommodate them?

Scott Hollenbeck: Well it's part of the core specification. So but that doesn't mean that the registrar would necessarily have to do anything. If their implementation was coded smartly they would simply take that text string and pass it right on through.

You know, given the number and diversity of registrars I don't think that we can expect that that probably would work all the time though.

Mikey O'Connor: Yes...

((Crosstalk))

Scott Hollenbeck: The easiest thing to do would be, you know, for this information to potentially be published or translated by registrars - I take that back, I take that back because not all registrars work with the thick registry or a thin registry. I don't think there is any completely easy way to do it.

Mikey O'Connor: You started thinking about some alternative approaches though. Are there some easier ways that comes to mind and some harder ways that we should for sure try to avoid?

Scott Hollenbeck: Well the absolute easiest way given all the relative options I think is if you're working with a thick registry there's one authoritative source of WHOIS

information. And if the registry were to make such strings available and publish it in WHOIS that's one way that the information could be available to the general public and a registrar could choose to do something with it if they wanted to.

It's a little bit more difficult in the thin registry situation because you've got a distinction between information published and the registry and information published at the registrars. It would be nice if that were consistent but consistency means a little bit more work on the side of both parties.

Mikey O'Connor: Yes, yes okay. It gives me a lot to puzzle on. Thanks guy.

Michele Neylon: Okay does anybody else have any other queries for Scott actually more importantly is Scott still there or have we lost him? Oh he's still there I think.

Scott Hollenbeck: Yes, I'm still here but probably going to be boarding soon.

Michele Neylon: Okay no problem. Does anybody have any further questions for Scott or shall we let the poor man get his flight?

Mikey O'Connor: I'm for letting the poor man get his flight.

Michele Neylon: And I'm not saying that VeriSign pays him badly or anything it was more to do with his - being stuck at an airport state of being. Okay then Scott, thank you very much for your time and assistance. And I'm sure you've helped a lot of people understand this.

((Crosstalk))

Scott Hollenbeck: And if there are any follow up sessions please feel free, send them to Barbara and I can work it through her.

Michele Neylon: Okay thank you.

Mikey O'Connor: Thanks a lot.

Scott Hollenbeck: Good bye.

Michele Neylon: All right then, I'm now going to cede the floor to Mr. Bladel.

James Bladel: Hi Michele.

Michele Neylon: Hello.

James Bladel: So this is - hello. Am I on mute?

Mikey O'Connor: No, no, you're okay.

James Bladel: Okay. So, you know, good morning everyone and I just wanted to provide an update on the urgent return sub team which consists of myself, Michele, Mikey O'Connor and Paul Diaz.

In an overview nutshell and I won't take up too much time on the agenda we have - during the break had one meeting as well as several email exchanges to refine the different documents.

The end result is that I think we have a solid framework or at least a skeleton of a policy recommendation for an urgent return mechanism for inadvertent or fraudulent transfers. You know, we may have also - although we didn't set out to do so we may have also addressed the question of what to do when a registrant and admin contact dispute a transfer that has recently occurred and that was another one of our charter questions.

So we have this outline as I mentioned, we've vetted it internally with our various teams and that encompasses a couple of large registrars, a small registrar, some US...

Michele Neylon: Excuse me. I take offense to that, picking on my size.

James Bladel: Larger and less large registrars...

Michele Neylon: Thank you that's better.

James Bladel: ...as well as European and US-based registrars. So we think that we're trying to get as much input into this process as possible. What I would like to do now as a next step is I would like to ask the permission or consensus of this working group before we bring this to the table we recognize that there may be some elements of it that are just not applicable outside of our small little circle.

So what we'd like to do is get some further input or feedback on this from other registrars and from registries. So we're asking the group if it would be permissible to submit this to Barbara and sort of our friends at other registries as well as some of our friends at other registrars who are not participating on the group and have them vet this internally and make sure that we haven't made a glaring oversight or omission with regard to how they handle disputes and hijacks.

So if that's okay that would be our next step with the goal of bringing back that feedback to next Tuesday's meeting. So I put that question to the group.

Michele Neylon: Okay mass approves of this silently.

Paul Diaz: I'll speak if you'd like. Yes, no, I think it's a great idea. I thank you guys for doing the additional work on it and, yes, I'm more than happy to review it.

Michele Neylon: Okay does anybody - I see lots of people approving of the idea, Anil, Barbara and Chris have all agreed. Does anybody have a serious issue with us circulating this to some of the other registrars and some of the registries? So

working on the basis that unless we hear a very loud noisy complaint now we're working - we're going to assume that you're all okay with that.

I hear noise on the line is that somebody just moving the phone or about to make a meaningful statement? Okay that was just noise on the line. Okay then so working on that basis James, Mikey and myself will then look to moving this document out to several people and seeing if we can get some feedback and discover whether, A, we're on track or, B, we're completely off course or, C, somewhere in the middle, okay?

Any other matters? Anything else to do with this that you want to address James?

James Bladel: No I think that about covers it. I just wanted to express my thanks to you guys and my optimism that I think we have something really good here and that's what makes me a little suspicious that we may be missing something. So I'd like to get some sanity checks from other folks.

Michele Neylon: Okay perfect. Right, moving on we were looking - now I'm wary of the time so what we'll do is we're not going to try to do too much today because I know there's at least 50% of the people on this call - oh God, my browser just crashed - at least 50% of the people on this call are also on the virtual integration call which is I think is scheduled for about - in about 3/4 of an hour's time will that be correct?

((Crosstalk))

Michele Neylon: Okay. So what we'll - we can try to do is have a look at some more of the feedback - sorry I don't have - I'm waiting for my browser to restart so I actually don't know what I'm looking at. Just looking at some more of the feedback and I think someone has gone up on the Adobe Connect. But as I don't have a functioning browser at the moment I can't see that.

Marika could you take over for me for 30 seconds whilst my computer catches up?

Marika Konings: Yes, no problem. This is Marika. I think we're almost through the stakeholder group and (unintelligible) statement (unintelligible) on the last comment for Issue E which was submitted by the IPC which it maybe reasonable to clarify denial reason number seven so that it expressly states that such a denial may include actions to address red flags that registrars become aware of relating to denial Reason 1 concerning evidence of fraud.

I don't know if any of the IPC representatives would like to get further details on that or...

Mikey O'Connor: Marika which number is that?

Marika Konings: It's the last comment - it's on Page 5 and it's actually Page 6 almost at the top. The last comment in Category E.

Anil George: Yes, this is Anil. The basis for that comment was in the denial reason it might be helpful to clarify for people who are involved with the receiving end of the denial that fraud is just a basis for doing that. If it wasn't obvious under - as it's written now.

Michele Neylon: Sorry, Anil, just to clarify so what you're saying is that if fraud was the reason for the denial of the transfer you just want to know that is that what you're saying?

Anil George: Right. And to inform people that fraud expressly is the reason why a transfer might be denied. My impression was that it may not be evident from the language now.

Michele Neylon: Okay. Does anybody have any comments on that?

Marika Konings: This is Marika. I have a question though because I understand that denial Reason 7 means that a transfer is denied because the domain name is locked. So are you looking for a clarification that the registers say the domain name is locked because of fraud reasons?

Anil George: Correct.

Marika Konings: Is that the clarification you're looking for? Okay.

Anil George: Correct.

Michele Neylon: Okay. Do any of the other registrars have any thoughts on this? Okay James and then Paul please.

James Bladel: I'm not sure my comment is going to be all that valuable so I'm willing to defer to Paul.

Michele Neylon: No, go on, go on.

James Bladel: Okay so my question is we're talking about the reason for denial but then un less the term locked was used I think those are two separate things because what we're talking about a reason for denial typically aren't we speaking of a (knack) or a rejection of a transfer request?

Anil George: It may be. My question is wouldn't it be locked because of a denial?

Michele Neylon: Sorry, you're saying that it wouldn't be in a lock because of the denial?

Anil George: Well I guess my question is what would happen if there is - what's the relationship between the locked status - isn't there a relationship between that and denying the transfer?

Michele Neylon: Over fail, I don't think it'd be denied. It's not a (knack) it's a fail isn't it or can somebody clarify that?

Paul Diaz: No I think that's right Michele, I don't think you'd deny it if it's locked I just think it fails.

James Bladel: Well hang on a second guys. Are we talking about if it's locked at the registry right?

Anil George: Yes, sorry.

Michele Neylon: Yes, we're talking about the lock that a normal human being can see.

James Bladel: Okay then yes...

((Crosstalk))

Michele Neylon: ...as opposed to a lock that you have to have magical powers to see.

James Bladel: Double secret lock.

Michele Neylon: Yes, exactly. You said it not me.

Mikey O'Connor: I approve of it though.

Michele Neylon: So basically we're saying that if the domain is locked at the registry level by the registrar or whatever that it wouldn't be a (knack) it would just be deny or fail - sorry it'd be a fail not a deny.

James Bladel: Yes, I don't even think the transfer request doesn't even get to the registry that that point.

Michele Neylon: Right.

Paul Diaz: That's correct.

((Crosstalk))

Michele Neylon: Sorry?

Anil George: All right so that's helpful to know so maybe it's not applicable in that sense.

Michele Neylon: Well maybe it is. Paul, I'll let you come out with something.

Paul Diaz: Okay well it's sort of a question for the group and Anil in particular. If we were
                  to add this clarifying language I'm just not really clear who it benefits or how it
                  helps. In other words if we become aware and there are private lists that
                  registrars are a part of that share information about known domain hijackers
                  and IP addresses they use.

                  So if there's - some of these characters that are very notorious are out there
                  and they're attempting to social engineer their way into various registrar's
                  systems and steal names we will often based on that information lock some
                  names that are potentially vulnerable all right?

                  If we get the customer - just dumb coincidence that wants to do a transfer at
                  that moment, the legitimate registrant, you know, their transfer is going to fail
                  because the name has been locked. They will only see that the name
                  appears in EPP under a locked status, right, client transfer prohibited.

                  But they're invariably going to have to call and ask us, "Hey what's going on?
                  I want to move my name." And once they talk to our customer service,
                  establish a (bona fide) and whatnot the name's unlocked, everything goes off
                  the way they want.

I'm just not really clear what is gained by trying to add some additional text here when we're dealing with the fraud cases.

Anil George: Right. My intent was to clarify that the registries have authority if they determine as you're saying in the practice that you've outlined that there is some type of fraudulent activity going on that you have the authority to lock as a result of seeing that.

Paul Diaz: Just a follow up would you believe, Anil, that that would be more appropriately addressed as part of a particular registrar's service agreement with the registrant as opposed to amending ICANN policy?

Anil George: Well are you saying that it should be - the service agreement should be...

Paul Diaz: Well let me explain where I'm going with this. My concern is that if we do something at the ICANN level it applies to everybody. And that could lead to the unintended consequence of the bad guys getting tripped off or tipped off that registrars are aware that they're up to something or therefore locking them out of certain accounts.

And, you know, if registrars are required to do something because of consensus policy that could be an unintended effect. If on the other hand what you're describing which is more of a - I think it's ultimately a education purpose right, helping the registrant understand why their name is locked because of potential fraud.

Maybe it's better dealt with at a service level agreement between that registrant and their registrar and therefore when it's dealt at that level it doesn't raise the same prospect of the bad guys sort of figuring out how the systems are architected to try and protect against hijackings.

Anil George: My intent is less educational for the registrant but to make sure that it's clear to all parties that fraud can be a basis for locking. If there is some clear

concern that an unintended consequence - you said you would trip off a potential bad actor then perhaps the service agreement maybe the appropriate route if it's uniformly applied.

My question would be would that be - would it be uniform where all registrars would be - would include that language?

Paul Diaz: Maybe we want to let others jump in Michele, I have to think about that a bit.

Michele Neylon: Okay, Mikey?

Mikey O'Connor: Oh for heaven's sakes the fire alarm just went off. Well I'll make this brief. I really that the focus of this particular issue - Issue E - isn't on the locked status but on the reasonable means for the registrar - the registered name holder to remove the locked status.

And I think we're confusing the major focus of this particular issue. I'm not disagreeing or agreeing with Anil's thought I just don't think that it's relevant at this particular issue.

Michele Neylon: I put myself in the queue. This is Michele. Anil, I'm just trying to understand - I'm still trying to get my head around what you're trying to do. Now just bear with me while I trash this out. Are you trying to see that the concept of fraud as a reason for denying a transfer that be made clear. Is that all you're trying to do?

Anil George: Yes, made clear for the purpose of informing primarily the registrars that they have that authority to do that.

Michele Neylon: But - okay now I'm not trying to be awkward or anything but isn't that already pretty clear in the current IRTP policy?

Anil George: Well that's...

Michele Neylon: I mean...

Anil George: Well that's my question because my impression - and you correct me if I'm mistaken about this - was just reading for instance the report that was prepared on hijacking it seemed like there were a lot of registrars whose hands were tied for whatever reason when there was clear evidence of fraud.

And you get the impression that they're saying well there is something fraudulent but the rules don't allow us to do anything about it. And therefore the registrant has to go through these hoops to provide evidence showing that this person is clearly acting fraudulently is doing that.

Michele Neylon: Okay. I'm going to call on David to try to kind of answer some of those. I mean, David, are you aware of any issues in this area with regards to using fraud as a reason to deny a transfer?

David Giza: This is Dave. No actually I'm not currently aware of any.

Michele Neylon: Okay.

David Giza: I'm sure that, you know, that those issues arise but I don't have any specific data to share with the group.

Michele Neylon: That's fair enough. I mean, I'm - I'm just speaking in my own personal capacity I can't speak for any of the other registrars, I mean, my understanding of it as fraud UDRP, court orders, etcetera, etcetera, there's like the list of - there's a list of specific reasons why as a registrar I can basically tell a registrant to get lost with regard to any request for a transfer.

There's a whole load of things where I'd love to be able to reject the transfer but I can't if the domains are my own accreditation; I can't do it because that would be in breach of the policy.

Does anybody else have anything to add? Does anybody - do any of the other registrars think it's not clear that you can reject a transfer based on potential fraud? Silence is killing me.

Paul Diaz: Michele, it's Paul. No, I mean, just - it is clear. And we cite it whenever appropriate.

Michele Neylon: Okay, I mean, Anil, I think it might be - if you have some specific examples of where registrars are saying that their hands are tied, I mean, specific cases then maybe it's worth our while looking at those specifically. I'm not trying to be awkward here I'm just trying...

((Crosstalk))

Anil George: No I understand. And, you know, part of this may be that, you know, I'm not in your shoes as most of you in terms of registrar/registry in terms of those rules. But if your point collectively is that there is no loophole that would prevent a registrar from using fraud as a basis for denying a transfer then I accept that. It wasn't clear to me that that was so.

Michele Neylon: Oh okay fair enough. Fair enough. Now as been from my perspective personally, I mean, if we - and I've spoken to our credit card - our merchant acquiring bank and all that about this as well, I mean, basically if we are - if we suspect or are made aware of a transaction of any kind where the credit card or the PayPal account has been used fraudulently then as far as I'm concerned everything to do with that is - well it's fair game and they've got absolutely zero rights. They lose all rights immediately at every single level.

I mean, we've had to do kind of all sorts of weird things like changing the registrant registration details to kind of a weird holding account because otherwise it cause you so many headaches. So, yes, okay perfect.

Right, look guys it's five to four, much as I love these wonderful debates and discussions I think we should call it a day because I know that a lot of people are going onto this next call. It's an half past is that right? Can somebody confirm this...

Mikey O'Connor: Yes. Yes that's right.

Michele Neylon: So I think to maintain your own mental sanity I think we should call this a day and - because I think the next call could be - what's the word I'm looking for? Lively?

Mikey O'Connor: Cluster.

James Bladel: A circus?

Michele Neylon: Circus, lively - I think the one I would like to have used was interesting, (unintelligible), colorful, challenging, there were plenty of other ones. If anybody has any other points they want to raise or if there's any questions or queries related to all the EPP stuff which I think is a fascinating area then, you know, there is the mailing list that people can use.

And if anybody has anything else - anything else to say now?

Mikey O'Connor: This is Mikey just a real quick thing, we might want to mine the transcript of that call for those descriptions of the statuses that Scott rattled off; I thought they were awfully good.

Michele Neylon: Okay perfect. Who handles the transcripts?

Marika Konings: It's Gisella. I'll get the transcripts but I'm happy when it comes out to pick out those pieces and put them in an email.

Michele Neylon: That would be absolutely fantastic Marika. And that would be very much appreciated. Okay so look I'll talk to you all again and have a pleasant afternoon.

Barbara Steele: Thank you, you too.

((Crosstalk))

Coordinator: Hello there, sorry I was just in the middle of writing (unintelligible).

Gisella Gruber-White: Thanks for that and enjoy the rest of your day.

Coordinator: You too. Thank you, take care. Bye-bye.

Gisella Gruber-White: Thanks. Thanks.

END