

**Inter-Registrar Transfer Policy Part B PDP
Transcription
Tuesday 27 July 2010 at 14:00 UTC**

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<http://audio.icann.org/gnso/gnso-irtp-b-20100727.mp3>

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Participants on the Call:

Michele Neylon – Registrar SG – Working group chair

James Bladel - Registrar SG

Paul Diaz - Registrar SG

Chris Chaplow - CBUC

Robert Mountain - Registrar SG

Mikey O'Connor - CBUC

Berry Cobb - CBUC

Kevin Erdman – IPC

Anil George - IPC

Baoudouin Schombe - At Large

Barbara Steele – Registries SG

Michael Collins – Individual

Staff:

Marika Konings

Gisella Gruber-White

Apologies:

Matt Serlin- Registrar SG

Eric Brown – RY (all Tuesday calls)

Oliver Hope (replacing Matt Mansell)

Coordinator: Excuse me, this call is now being recorded.

Gisella Gruber White: Good morning, good afternoon to everyone on today's IRTP B call on

Tuesday the 27 of July. We have Michele Neylon, James Bladel, Mikey

O'Connor, Michael Collins, Barbara Steele, Berry Cobb, Bob Mountain, Anil

George, Paul Diaz.

From staff we have Marika Konings and myself Gisella Gruber-White. We have apologies from Matt Serlin and if I could please remind everyone to state their names when speaking for transcript purposes.

We also seem to have Boudouin Schombe on mute, I will just double check if he is actually on the call. Thank you, over to you Michele.

Michele Neylon: Okay thank you. Good afternoon everybody. Let's try and keep this all nice and tight today so let's - I'm going to run through the agenda really, really quickly.

Let's do the simple things first. As previously discussed ad nauseum we have extended the deadline for public comments until the 8 of August so anybody who wishes - Marika go ahead.

Marika Konings: Yeah, this is Marika, I just want to follow up on a discussion we had on the last meeting concerning public comments have actually forwarded discussions on other mailing lists and included comment by people that you know might have had requested to be inserted in the public comment fund.

So I did check this with legal counsel and basically indicated that you know hasn't happened before, that at this stage there's no real problem as they're still at the discretion for staff to summarize comments and then take from there what is deemed relevant and appropriate.

However if anyone that is included in those postings would request ICANN for those posts to be removed we probably would need to do so. And just noting that I think in the meantime the person who submitted those postings and attachments has now posted those as well as part of an email and I think including just his comments.

So the issue might have resolved itself in any event.

Michele Neylon: Okay, thanks Marika. And as I was saying we've extended the deadline until the 8th of August. I'll come back to three and four. On the fifth item on the agenda was our next meeting.

As previously discussed we are not going to be holding meetings for the following two weeks. However if anybody wants to continue discussions about any of the charter questions on the mailing list of course will not be on holiday.

And of course you can do so there. Any issues with either of those two points? Okay, right then. Going back further, turning to Issue D. Talking about registrar lock statuses.

Okay, has anybody got any further thoughts on registrar lock statuses? Don't all rush. Michael Collins, go ahead.

Michael Collins: Thank you Michele. Sorry I missed last week's meeting and I really wanted to respond to some comments that I heard on the recording that I listened to.

I have historically not been that bothered by this issue but I think that you know I've certainly heard some comments and we all realize that George was quite concerned about this issue.

And I think he did bring up one point that we didn't address well and that's that if we leave this at the discretion of the registrar are there limits to where that discretion should end?

I think that as it's used today by the one example that we used so many times before, apologize to GoDaddy, but you know 60 days doesn't seem - it seems inconvenient at the times but it doesn't seem to be terribly intrusive.

But I'm concerned that you know 60 days is okay, what about 120 or 360?
And should we address that? Thank you.

Michele Neylon: Okay, thank you. Does anybody have any thoughts or comments, reactions?
Okay, Michael Collins again. No?

Michael Collins: Sorry. Was an accident.

Michele Neylon: Do you want to add anything Michael? Bob Mountain, go ahead.

Bob Mountain: You know I think I may have made this point last week but just you know our perspective is that the things like transfer locks are at the you know with all of our registrar partners it's left to the registrar to determine you know the - whether or not they implement the lock in, what the duration of the lock is.

That seems to work quite well, leaving it to the discretion, some registrars choose to have a lengthy lock of you know up to 180 days, you know others choose you know a lesser amount, the 60 day for instance has not been an issue for us.

So you know just our perspective is registrars discretion and you know flexibility on the duration seems to be working just fine. Thank you.

Michele Neylon: Okay, does anybody else have any thoughts on locks? James?

James Bladel: Yeah Michele, thanks, James speaking and I agree that there is discretion, some degree of discretion is advised and I think it really depends upon the nature of the service.

In this particular case we're discussing a voluntary opt in service. There are other services for example that include indefinitely locks so long as the service is in place.

For example a privacy or proxy service might have an indefinite lock or a service that is specifically designed to protect against transfers may have an indefinite lock so long as that service is active and is not canceled by the registrant.

So I think that to some extent your concern Michael is already occurring in the industry but what I would point out is that they're - so long as they're chosen by the consumer that - and the consumer is aware and is seeking out those types of locks I think that that's not something that necessarily ICANN could - should prescribe to change.

Michele Neylon: Michael, you have your hand up.

Michael Collins: Thank you. I think that all of the examples that you gave there James which were good all involve services that could be ended at the discretion of the registrant.

And the lock that we're talking about based on a registrant change is something that there may be discretion at the time the registrant change occurs but it's difficult to remove the lock afterwards.

So in the extreme example that George brought up, you know if someone volunteered for a 50 year lock you know is that something that would be satisfactory? That seems like an extreme example.

But you know where would we - what would be accepted? Thanks.

James Bladel: And just to respond I would think that - this is more of a practical observation that the longer the lock that's involved, the more likely that someone will want to cancel it - cancel the associated service mid term.

So for example a 60 day lock we don't see a lot of folks wanting to cancel that mid term but if there were some hypothetical type of year lock then yes, I can see where that would be more frequent.

And also I don't believe that - it may be a question for some of the legal minds on the group but I don't believe that a lock could - an associated product or service lock could extend beyond the term of the restriction agreement.

So that might be something that we could consider as well.

Michele Neylon: Thank you James, Mikey?

Mikey O'Connor: Thanks Michele, it's Mikey. This is just a question for James. So on the 60 day lock if the registrant gets to you guys and says hey, I'd like to not have the lock last 60 days is it possible for them to remove it? I thought that that was the root of George's was that it couldn't be removed.

James Bladel: I think I'm going to have to check on this Mikey. I think there is a way to have it removed earlier. I believe it involves a pretty rigorous establishment of one identity and we have a process involvement.

Let me look into that. I'll take that as a follow up. But essentially if someone can demonstrate that they are who they say they are and they can demonstrate that they are indeed the registered name holder then I think that we do consider removing that lock earlier.

Mikey O'Connor: This is Mikey again. I think that that might be the crux of the issue if in fact all of these locks irrespective of how long they are can you know for the most part be removed by the losing registrant let's say.

Then gee, I don't know if there's really an issue there at all. Michael Collins does that sort of address your issue too?

Michael Collins: Well I think that in the example given by GoDaddy I think that's fine but I think that we're concerned with policy that is left to the discretion of the registrar.

I don't think there's any obligation under current policy for GoDaddy to remove that lock.

Mikey O'Connor: Well yeah, this is Mikey again. I guess that's the direction I'm headed is that maybe we deal with two cases. One case is locks which can be removed by registrants and the other case is locks which can't.

Because I think that George is probably raising the issue about locks that cannot be removed by the losing registrant. You know I'm sort of putting words in his mouth but that would be my guess.

And it might be that we want to split this into two kinds of things so that in the case of locks where the losing registrant can remove them you know I don't have - I don't think there's anything troubling in there at all.

Maybe we could narrow down on the ones that are similar but cannot be removed by the registrant and sort of tease away at that and see if there's anything in that.

That's just my - you know just in listening to the conversation that's sort of what pops into my head anyway.

Michele Neylon: Okay, Paul and then me, I put myself in the queue.

Paul Diaz: Thanks Michele. Two things to back up what James is saying, Network Solutions if we put a lock in place because the process we have has flagged a transfer request as potentially fraudulent, the registrant is welcome to contact us, establish a bona fides and the lock will be removed.

And I can tell you that in the few instances where we have flagged a false positive, that is we've flagged a thing as a potentially fraudulent transfer, in fact it was not the registrants are always very, very happy with the process we have in place because they fully understand the security measures involved.

And more often the lock is there and it is protecting a legitimate registrant who is unaware of the transfer request so yes, the locks that we put in place can be removed as long as the individual establishes their bona fides.

I'm just curious, please help me understand though we keep using a term losing registrant, I'm sorry, what are we talking about there? What is the losing registrant?

Mikey O'Connor: Oh this is Mikey, since I'm the one that injected it, that's just what I think of. It's not a term of our - you know I'm thinking that presumably if there was fraud going on there would be a losing registrant and a gaining registrant.

There would be you know the person who used to have the name and there would be the new person. And so that's not an official term, that's just a Mikey-ism.

Paul Diaz: Okay, just wanted to make sure.

Michele Neylon: So if I can clarify, sorry, go ahead.

Paul Diaz: Go ahead Michele, please go ahead.

Michele Neylon: No, I'm just trying - Michele here, I'm just trying to understand what you're referring to. Are you referring to the original registrant or the prior to a change? Is that what you're talking about?

Mikey O'Connor: Yeah.

Michele Neylon: Okay. So regardless of the change being bona - genuine or fraud that's how you're viewing this.

Mikey O'Connor: Yeah, and probably it's better to use prior registrant rather than losing registrant.

Michele Neylon: No, no, no, no, no, I'm just saying the time - it's just a case of just trying to understand what you're referring to, that's all. Go ahead Paul.

Paul Diaz: No, Michele, you've just done it for me. I just wanted to be clear Mikey and to your point then what I just explained Network Solutions does is in fact the case.

That you would be the legitimate registrant. You contact us to establish your bona fides and the lock is removed so that in this case as you're describing it, you don't want the lock removed because some bad guy is trying to take your name.

Mikey O'Connor: Yeah right. And I think that the point I was trying to make before I hosed everything up with that stupid term was the notion that if - I mean I think what George is describing is a domainer who's doing a transaction and they want to move their domain and collect their money quickly.

And the domainer crowd gets annoyed because there are these locks and they can't make their deal as quick.

Well if in fact they can remove the locks then suddenly my interest level plummets because like well fine, call your registrar and have them remove the lock and you're all good.

If on the other hand there is a situation where the - you know I mean I still think this is mostly a problem that's restricted to domainers but you know if

there's a person who can't do their transaction and they can't remove the lock
I suppose that there's some part to discuss there although I'm still not that
interested in it.

Michele Neylon: Just to interject, so you're saying in your primary interest Mikey would be if
there was some kind of lock that cannot be removed.

Mikey O'Connor: Yeah. I think that's the (unintelligible) that bears the policy. Because if it can
be removed then it's just a transaction between a registrant and their supplier
and you know I don't get excited about that at all.

It can be 250 year locks as long as they can remove it, who cares? But if it's
one that they can't remove then maybe there's a policy discussion to be had.

But I think we'd have to frame it a little more.

Michele Neylon: Okay thanks Mikey. I've got a queue building up here. I'm just going to make
two very quick comments as myself, Michele speaking.

Personally I'd agree with a lot of what other people have been saying about
the idea of permission but if there's a lock there that I can remove it, even if
that requires establishing extra bona fides or whatever well so be it.

The other thing is and I've said this multiple times in the past, whether the
lock's internal or whatever, for whatever reason to make my life as the
potential gaining registrar of the transfer that much easier and to remove
about 10 email exchanges, having the lock status, whatever the hell it's called
appearing in publicly accessible WHOIS would make my life - and I suspect
other people's lives - significantly easier.

Now moving on, we have Michael Collins, Barbara Steele and then James
Bladel. Go ahead Michael.

Michael Collins: Yeah, I just wanted to concur with what Mikey says. I think the concern is for locks that cannot be removed. They may be voluntary at the time they're entered in to but if they can't be removed and we have no policy that limits the time period and we have no policy that regarding being able to remove them then I think there's reason for valid concern.

And I think that there's also the possibility that in addition to not allowing a registrar change that some registrars could by this policy also not allow a successful registrant change.

And which would essentially lock the domain up with the registrant not allowing a change of registrants. And I will remind you and especially Mikey that there's - you know there's a lot of buyers of domain names that are not domainers.

And that's an important part of our domain industry, to be able to fulfill sales in the secondary market. Thanks.

Michele Neylon: Okay, Barbara and then James.

Barbara Steele: Just for the record, I mean I think that all registrars should have the option of putting in place services that allow a registrant to protect a name by way of locking down their name.

I guess I'm a little confused because I'm hearing about it throughout this discussion, you know a lock that cannot removed I mean I think that's kind of the crux of what we're getting to here is that you know to the extent that a registrar likes to put into place either because that's their policy, they're going to lock a name for the first how ever many days both from a no transfer as well as you know change of registrant information.

I think that they need to make it very clear either in their contract or in additional information that's provided the registrant that is impacted by that lock that you know what the steps are.

What's going to be required for them to be able to remove that? And I think that to the extent that that information is available and made available to the registrant and the registrar is abiding by that process that is applied, it's repeatable and it's something that the registrant can actually do then I'm not really sure you know what else there is to discuss.

It's almost as though - it's kind of like a fraud alert that you could have on your bank account that you know you instruct the bank not to authorize anything on your bank account unless certain criteria are met.

So that's my two cents.

Michele Neylon: Okay, thank you. James.

James Bladel: Yeah, I'm bringing up the end of the queue here I think a lot of what I wanted to say initially has already been touched on. Even if you are the registered name holder I think that you can ensure it be able to remove the lock for most circumstances.

I would say that if we start to codify that in policy we might run up against some other policies, for example the new ERP which does take you know certain transfer prerogatives away from registrars, sorry from registrants.

And then the Michele to your point about displaying all those in WHOIS, I mean I guess the general you know gist of your comments but - or your concerns there but the issue I would point out is that a lot of services would have accompanying locks.

And so would you envision that there would be one registrar service oriented lock displayed in WHOIS and that all products would then engage or disengage that particular lock?

Or would you envision a separate lock for each service, because I could see where that would get really unwieldy pretty quickly.

Michele Neylon: James, the minutiae of how it's actually implemented doesn't really concern me. Basically what I want is a situation where somebody does a WHOIS lookup on a domain and they can easily see the domain does not have the status of okay or whatever way it would appear when it's not locked.

So there's a lock on that domain of some kind for whatever reason. If that's displayed as you know internal registrar lock possibly for whatever, I don't really care.

It's just really a case of - it just removes this kind of thing where we have - as we constantly see these emails going backwards and forwards where the - as the gaining registrar we're expected to have some kind of all seeing knowledge of things that we have no knowledge of because something set at the other registrar.

James Bladel: So client transfer prohibited is not - does not serve that purpose?

Michele Neylon: We see client transfer prohibited wouldn't come back as okay in WHOIS, would it?

James Bladel: I don't believe so.

Michele Neylon: That's the entire problem. See the problem is that if you have a domain at present - okay, sorry to pick on GoDaddy but you leave me no choice. If I transfer - if I have a domain that is recent - that has undergone a recent change or recent account change with GoDaddy.

And let's say for argument's sake it's a dot org or another one which is going to affect registry. In WHOIS the domain will appear as okay and it will look as if it's not locked.

So as far as the gaining registrar is concerned they can't see any obvious reason why the domain cannot be transferred. But any transfer request will be rejected.

James Bladel: And just while you were discussing that I pulled up one of my own dot orgs from GoDaddy and I see client transfer prohibited.

Michele Neylon: Yeah, but that's not one which is subject to your 60 day lock, that's one which is locked. Do you understand what I mean?

James Bladel: Maybe we should just have a longer discussion offline because I guess I'm seeing that that lock exists, it is visible and...

Michele Neylon: Yeah but the difference is between a conscious lock that is being set by the registered name holder and an internal lock that's being set by the registrar.

In the case of a lock being chosen by the registered name holder, it's appearing in WHOIS and it's a non-issue. But in the case of the internal lock based on our experience with them, it doesn't appear in WHOIS.

The WHOIS does not give any indication that there is some kind of lock on the domain. Paul and then Barbara?

Paul Diaz: Thanks Michele, just a very quick point. Discussion I'm having in the chat with Michael Collins, just to make sure it's in the record we're talking about the if you will discretionary locks situations here.

And since this is all about transfer policy, one lock that is in policy and supposed to stand it said when a name has recently been transferred, that name is supposed to be locked for a 60 day period.

That one is not open to negotiation, at least for my registrar. If it's been transferred often, most often even if the registry level that is recognized and is a subsequent transfer request is initiated, it won't go through.

Unfortunately sometimes it does and those are the cases that we see with you know hijacking attempts or not even attempts, with hijacking cases.

So just - I think everybody in the group agrees but wanted to make it part of the record, we are not talking about the lock - the 60 day lock that is put in place when a transfer request - when a transfer has already been processed.

We're only discussing the other scenarios where registrars apply locks, correct?

Michele Neylon: That's my understanding anyway Paul. Don't know if anybody else would disagree. Barbara, (Chris) and then Michael Collins.

Barbara Steele: Just to follow up to Paul's comments, I think that the 60 day lock after a transfer is a valid reason for the losing registrar to be able to deny the transfer request.

And I think that it's well within under the policy, the rights of a registrar to systematically restrict somehow on their end a transfer.

But I don't know that it's not necessarily a hard and fast requirement the way I read it but I could stand corrected there.

So if you disagree please do let me know but I do think it's just listed as a valid reason for denying a transfer.

There is at least at our registry a restriction on transfers and a systematic restriction at that on the transfer of a domain name for 60 days after the initial registration.

So I think it's kind of a fine distinction there but question that I had for you Michele on a comment that you made, an internal lock, how do you go about affecting that?

You wouldn't necessarily need to put a client transfer prohibited status on it in order to...

Michele Neylon: It means that if you probably have something internal within your EPP software, whatever your EPP back end is so any time you see request for that particular domain I assume they're just rejecting it.

They're knocking the request automatically. You're going to see the request for the domain transfer coming in to you anyway. So if you have some kind of internal you know blacklist or block list or whatever, you can just you know reject based on that.

Barbara Steele: And this is at the registrar level? Okay.

Michele Neylon: Yeah, I mean I think James put his hand up, maybe he just wants to answer that, I don't know what he wants, I can't read minds.

James Bladel: I was going to tell you that you're a fantastic person. No, this is a separate issue so I'll just drop back into the queue and let Barbara finish.

Michele Neylon: Okay. Barbara to be honest that's how I would do it if I wasn't going to put a lock on it but I'm not a programmer. But it's the kind of thing I can ask one of my programmers how they would do it and I suspect that's what the kind of answer they'd give me but I can't read their minds either unfortunately.

In some ways that's probably a good thing but we won't say any further since this call is being recorded.

(Chris) and then James?

Chris Chaplow: Yes, (Chris) here. I was just to reiterate the conversation has moved on a bit now but just to reiterate or underline what you were saying Michele to - on the business point your registrant or an admin contact, not a registrar that is much clear information about the lock in the WHOIS as possible is what we'd really like to see.

Because you know when working as web master on behalf of clients and when there's a problem with a transfer or you know domain not working or something, you know then you're starting a Sherlock Holmes exercise and there's much information obviously is helpful and wastes as little time as possible. Thank you.

Michele Neylon: Thanks (Chris). James?

James Bladel: Yeah, just wanted to point out an observation that some of what we're discussing is with internal locks or associated services that don't allow transfers.

Some of this is an artifact of the (unintelligible) by which the transfer is initiated at the new registrar as opposed to the current registrar record.

For example one could see that if there were a control panel at the current registrar of record and the transfer were initiated there, you know more information or more clarity could be presented to the registrant at that time so that they wouldn't be necessarily filling up Michele's inbox with all of these concerns about why they aren't able to complete the transfer.

And causing you a bunch of pain and heartache. So just pointing out that this is somewhat an artifact of the way the system is designed by initiating the transfer of the main registrar there's that timeliness of the information that's lost.

Michele Neylon: Sorry, just coming back on you there a second James, Michele speaking. So you're looking at - you're suggesting maybe moving to a system similar to that in CLUK where you have to push the domain to the new registrar?

James Bladel: Nope, not making any proposals at this time Michele just pointing out that we're requiring or requesting more visibility in WHOIS because the gaining registrar or the new registrar doesn't have that information at that time.

If that information were presented to the registrant when the transfer was initiated, if it were initiated at the missing registrar that that might be a little more clearly understood.

Michele Neylon: Okay, I think. (Chris) and Mikey, (Chris) is this a new hand or an old hand?

Chris Chaplow: Sorry, it's an old hand, I'll get it down.

Michele Neylon: That's okay. Mikey.

Mikey O'Connor: This is Mikey. I think that we've got kind of the classic data processing problem. We're making a single field in this case in the WHOIS do too much work.

And maybe you know so this is a - this is supporting your point Michele that it would be useful to have a bit more visibility in WHOIS and that the way to do that is to have two fields visible rather than one or at least two.

The one that's client delete prohibited could stay and that could pop up when your customer is trying to transfer a domain from GoDaddy.

Your system's folks could incorporate what that field tells you into the process but then there's another field that's needed that tells about essentially the kinds of locks that we've been talking about, the 60 day lock after the change of registrant.

Essentially it seems to me that there are internally initiated locks from the registrar and that's the kind that happen after a change of registrar.

Michele Neylon: Mikey do you mind if I just reply to you?

Mikey O'Connor: Yeah, go ahead.

Michele Neylon: Just as the - as a gaining registrar what we've implemented is if the - if you try to transfer a domain to us where the domain is locked our system will pick up on the fact that it is locked well within a few minutes or an hour or two or whatever and send you an email saying the domain is locked, go talk to your current registrar.

Mikey O'Connor: Right, except it seems to me that that email may be too broad because...

Michele Neylon: Not really no because...

Mikey O'Connor: It could either be something that your - that the other person initiated themselves or it's something that the registrar initiated and they're unaware of it.

Michele Neylon: But it's not - but as the gaining registrar that's not my problem.

Mikey O'Connor: Well but it is if you want to reduce the number of emails because you want to send the email to the right person.

Michele Neylon: No, no I don't. Because as the gaining registrar I've informed you that the domain is locked, you should talk to the losing registrar about the lock. Because they're the only ones who are going to be in a position to either tell you what the lock is for or remove it or tell you to remove it.

I won't be able to tell you how to remove it.

Mikey O'Connor: Right, but I'm not a customer of the losing registrar, right?

Michele Neylon: Yeah you are.

Mikey O'Connor: Not necessarily. You know the domain (unintelligible) action.

Michele Neylon: Okay, well the domain sale transaction it's a different conversation completely.

Mikey O'Connor: Oh it is. This is only transferring from the same registrant to the same registrant, just a transfer between registrars, no change of registrant is what you're talking about.

Michele Neylon: Yeah.

Mikey O'Connor: All right.

Michele Neylon: But it should be any different really. If I buy a domain on (CETO) which you've registered or you have with let's say Network Solutions, now either - I'm probably going to transfer to Black Knight because much as I love Paul and co, there's no reason why on earth I'd give them any money when I could give my own company money.

So let's say where there's a change of - if there's a change of registrant or not I'm going to transfer it to my own registrar.

Mikey O'Connor: Well but now there's two kinds of locks, there's the one that Paul might have put on. You know let's talk about bar.com, my famous name. I mean Paul and I have locked that thing up you know we have more chains and padlocks and nails on the door than you can shake a stick at.

A lot of those are initiated by me and so you need to talk to me to get those taken off. But there are some that if I went and change the registrant info he might have put a lock on it for 60 days because I changed my info in which case you probably need to talk to me in a different way.

And say hey Mikey, you've taken all the chains and nails and stuff off the door but Paul's got a lock on there that says - and you Mikey probably have to go tell Paul that it's okay to remove that but it's a different conversation because it's a different kind of lock.

See what I mean? It's the ones that are initiated by the registrar.

Michele Neylon: But as the gaining registrar I won't see that lock, I'll just see this big (enac). I won't see the loser.

Mikey O'Connor: Right, that's the point that I thought you were making which is that you wanted to be able to see both kinds and make the distinction. So I'm...

Michele Neylon: No, I don't want to make the distinction. I just want to be able to know so that no matter what kind of lock it is I can push it back to you as the registrant, as the holder, as the - as my customer so you can go and sort it out with whoever you need to sort it out with.

Mikey O'Connor: Well then I guess I'm with James, what's wrong with client delete prohibited?

Michele Neylon: I didn't say there was anything wrong with client delete prohibited, cry now in the corner.

Mikey O'Connor: I don't understand what your problem is Michele, I thought I did but now I don't. I'm sorry. You don't have a problem.

Michele Neylon: I do.

Mikey O'Connor: Well you have to describe it again because I don't get it now.

Michele Neylon: Now the thing with the client delete prohibited is we're not sure - neither myself nor James are 100% sure whether that's what's happening or not which is something we're going to have to follow up separately.

Mikey O'Connor: Ah. Well while you're doing that you might want to describe where the problem happens with the multi-email confusion.

Michele Neylon: If the domain is not - if when somebody does a WHOIS lookup on the domain and it is not obviously locked, there's nothing in WHOIS to indicate that the domain is locked or that there is any issue with the domain.

Mikey O'Connor: And it still gets (nacked).

Michele Neylon: Yes.

Mikey O'Connor: Well you know I'm still back to my notion that that situation must arise when it's not flagged client delete prohibited. Because presumably you can see that for all domains, right?

Michele Neylon: Well presumably yeah, but I don't know if that's what's happening in all cases. If it is set to client delete prohibited I presume that I'm not -anyway never mind, I don't actually know off hand, I'd have to find examples.

Mikey O'Connor: Yeah, well that's what we - we need cases. You know if I could channel Berry Cobb for a minute, I know he's on the call. You know what we need is the

various cases of problem so that we can tease them apart and we need those documented.

Michele Neylon: Okay then. Mikey, anything further on that point?

Mikey O'Connor: Nope, all done now.

Michele Neylon: Okay. Anything further on issue D at the moment? Okay, how about Issue E which is denial reason number 7, domain name was already in lock status provided that the registrar provides a readily accessible and reasonable means for the registered name holder to remove the locked status which is probably in some ways related to the part of the discussion we've been having in relation to Issue D.

We suggested clarifying the wording of the policy, the current policy but if you actually look at the suggested wording which is in the initial report it's not particularly clear.

Does anybody have any thoughts on this? James?

James Bladel: Yeah, I just wanted to reiterate that the proposed language clarification language actually makes it worse I think and I understand there's reason for denial even less.

So my question to you or to the group would be what are we specifically trying to fix here and you know what's the best way to go about that or should we perhaps leave this language alone if every - you know if we're just clouding the issue even further?

Michele Neylon: Well James my understanding is that we clarified and made clearer things like timelines in relation to removal of locks.

Thus the suggested wording is not very clear, so maybe we need to have another look at this and see if we can reword it or improve on it. Marika?

Marika Konings: Yes?

Michele Neylon: I am correct and my memory is correct in that we were clarifying the period of the lock in this section, weren't we?

Marika Konings: That's correct because here we basically say that the lock must be removed within five calendar days of receiving the request.

Michele Neylon: Right, and that is not - that language is not in the current version of the policy, is it?

Marika Konings: NO, correct. What it currently says is domain name was already in locked status provided that the registrar provides a readily accessible and reasonable means for the registered name holder to remove the locked status.

And the new proposed language is prior to receipt of the transfer request domain name was locked pursuant to registrar's published security policy or at the discretion of the registered name holder provided that the registrar includes in its registration agreement the terms and conditions upon which it locks domains.

And further that the registrar provides a readily accessible and reasonable means for the registered name holder to remove the lock status.

If the registrar doesn't provide a means to allow a registered name holder to remove the lock status themselves then registrar must facilitate removing the lock within five calendar days of receiving a request from the registered name holder.

Memory serves me well I think that was suggested language that originated from the registry constituency, stakeholder group.

Michele Neylon: Okay, thank you. James and then Mikey.

James Bladel: Marika already answered my first question which was where did this come from. The second question is it looks like the first block of text here on this, we're changing a sentence into a paragraph.

And it looks like the first bit is describing how the lock got there in the first place and I think that you know if we're really going to make this a nice and tight reason for denial, shouldn't we just focus on how the lock is removed and you know what the standards for expectation for behavior are.

And if we want to tack on the five calendar day requirement that's fine, it seems like two thirds of that language could probably be you know thrown overboard without affecting the results, or am I oversimplifying that?

Mikey O'Connor: This is Mikey, I'm sort of running along the same lines but I'm not sure that we need to throw it overboard. You know Paul said it in the chat, this first sentence is just a bruiser.

It needs to get split into at least two and maybe three and then I think that the reason that I'm sort of making stuff up so Barbara you're probably better one to help with this.

But I imagine that what they're trying to accomplish with that first clause is to narrow the reasons and the circumstances under which it was locked you know to explain it.

And you know what that begs is the question well are there other circumstances that are excluded by that. Then the middle part of that sentence is saying darn well better have it in your registration agreement and

then the last part is the readily accessible and reasonable means to remove it.

I mean I think those are all three good ideas, they each deserve a sentence I think. So I'm not sure that we need to throw this out all together I think it does need a pretty intensive rework.

But it seems possible to do that.

Michele Neylon: Marika then James.

Marika Konings: Yeah, this is Marika. I agree with Mikey because I read as well you know in the introduction of the published security policy and the mentioning of the registration agreement as ways of addressing the readily accessible so that registrants need know where to go for that information and how to do it.

So that's how I interpreted that first part, so that was it.

Michele Neylon: James?

James Bladel: Yeah, so going along with what Mikey was saying there, I think we need to unpack this a little bit better perhaps some of this language can be moved into a definition or we can break this up into separate clearer reasons for denial as opposed to trying to - as Paul said make this the longest compound sentence in ICANN history.

Mikey O'Connor: Actually there's a contest in that somewhere, or a pool or a bet. I'll bet this isn't the longest one.

Michele Neylon: Mikey I think this isn't online betting illegal in your country of residence?

Mikey O'Connor: I'd have to send some money over to your country to fulfill that.

Michele Neylon: I believe that both myself and Marika can take bets on this online whereas most of the other people on this call can't, or (Chris) can. Beg your pardon (Chris)?

Chris Chaplow: As far as I know I can, yeah.

Michele Neylon: I'm sure you can manage it. Okay, Michael Collins, go ahead.

Michael Collins: I think I wanted to more clearly address a question that I have that may have been addressed by Mikey and that's that the (unintelligible) says prior to the transfer request the domain name is locked pursuant to registrar's published security policy or the registrar name holder.

So this is not necessarily just the discretionary - we're not necessarily talking about just the discretionary lock that the registrant put on it but maybe one that the registrar has chosen to put on this.

Would this in effect address the concern that we've had for issue D that if all locks could be removed in five days would the request of the registrant? I'm not sure that we want to eliminate.

I've never really had a problem with the 60 day lock on a personal basis, personal level and I wonder if five days is long enough to address a fraud - concern for fraud.

Are we fixing the problem indeed but doing it in a way that leaves the security issue still unresolved? Thank you.

Michele Neylon: Paul Diaz.

Paul Diaz: Thanks Michele. Yeah, I'd like to echo Michael's point in that it just ask everybody as we discuss these things let's also always be vigilant to the unattended consequences.

The proposed text, it talks about publishing security policies. I'm very uncomfortable with - at a minimum want that more fully fleshed out because if you set a standard very high where you have to have detailed description of what those security policies are, all you're doing is making it easier for the bad guys to figure out the ways to work around the security policies you put in place.

You know there are some extremely capable crooks out there and they are constantly testing registrar's security methodologies. I mean we've heard on the list from a former member, you know there's security's important and you know in some people's views registrars don't do enough already to secure registrant's domain names.

The last thing I think this group wants to do is put forward a proposal that is just throwing wide open the doors to the crooks.

Michele Neylon: Thanks Paul. Any other comments or thoughts? Would anybody like to volunteer to reword what we have here or to break it up into something a bit more manageable so we can try to address - well making the thing digestible I suppose.

And secondly also addressing Paul and other people's concerns about the security policy aspect. Any volunteers, James?

James Bladel: Yeah, not quite volunteering yet but I just want to possibly suggest a different plan of attack which would be while you know I think we certainly appreciate the registry stakeholder group putting forth some candidate language I think that maybe we should circle back to determine exactly what parts of the original language need clarification and what the best way to break those out so that we don't have unwieldy language here.

And I think maybe starting back at the beginning might be a better approach than reworking what we have.

Michele Neylon: So you're suggesting that we start from scratch.

James Bladel: Kind of, yeah. On this particular point, yeah. I'm not saying throw this all out, I'm saying you know set it aside, revisit the objective of changing this reason for denial and you know going then through that list of requirements and making sure that we can encapsulate that as well as possible.

Michele Neylon: Marika then Mikey.

Marika Konings: This is Marika and I think that might be worse, looking back at the issues report because there was a previous working group and maybe Mikey will want to comment on that as I think he was chairing that group that actually looked at this issue in greater detail.

So it might be helpful to review what that group already discussed and approaches they've already explored and as it might help go forward in addressing the questions that James raised.

Michele Neylon: Mikey?

Mikey O'Connor: Yeah this is Mikey, God I hate it when I forget that I've been on working groups before, I had totally forgotten that. I think - wasn't that the drafting one? I think what we were doing on that one wasn't so much looking at the underlying policy as much as we were tweaking some drafting.

But the point that I was going to bring up is I don't think that this language is actually that bad a start. I think that rather than having anybody volunteer to do it, Marika if you could just go through and break up that first sentence into three that it would read a lot more easily.

The issue in terms of time, I remember that we discussed that on this working group, sort of went back and forth a few times and I can't remember either side of the argument there.

But I'm not as keen as James on just tossing this all the way out. In terms of Paul's point I think that we can - seems like we ought to be able to finesse that.

I think the point that the language was trying to accomplish is no surprises, you know you ought to have something written down somewhere so that you as a registrar can't just arbitrarily lock things up.

You've got to be doing it according to some pre-described published policy. But it seems to me that that could be finessed so that the policy wasn't a manual for the bad guys to come in and steal things.

So it seems like this isn't as bad a start as at least James thinks it is. So you know I wouldn't mind you know just chopping it into bits first and seeing if we can't...

Michele Neylon: Okay Mikey I'm going to have to cut you off there. What I would suggest Mikey is that maybe you and anybody else if you wanted to follow this up with some postings to the list that would be helpful.

I'll allow Michael Collins to go ahead and then we're going to call this a day since we're practically at the top of the hour.

Michael Collins: Thank you Michele. I think to try and avoid confusing the D and E issues which I'm just tumbling around in my head is if we could clearly refer in this E issue to locks that are voluntarily placed by the registrant, not locks that are placed because of a registrant change or other fraud concerns.

Such that we might deal with those issues, the registrar placed security locks in Issue D and somehow only the referring to in Issue E, the locks that us registrants typically place on our domains.

I think that those - you know having a five day time limit to remove those is a reasonable thing. I think most of us are able to accomplish this on line with the registrars that I've always worked with, but if that's not the case there should be some time limit in which a voluntary lock can be removed.

But I'd like to avoid confusing the D and E issues and just remove all of the security aspects, you know the registrar security aspects from issue E.

Michele Neylon: Okay, thank you. Any other last final comments from anybody on anything? Okay. We won't be meeting for the next two Tuesdays, we will be meeting in three Tuesdays time whatever date that is.

But the mailing list is still there at your disposal so if anybody wants to raise any issues and I would appreciate it if people were not to forget Issue E and let's see if we can actually make progress on this and other matters on the mailing list.

And just for the record the next meeting is the 17 of August, thank you Marika and for those of you who are taking a break, enjoy, for those of you who aren't well welcome to the club.

And I'll speak to you all on the 17 of August.

Woman: Thank you.

Man: Thanks Michele.

Mikey O'Connor: Thanks Michele.

END