

GNSO
Post-Expiration Domain Name Recovery (PEDNR) drafting team teleconference
08 September at 18:30 UTC

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<http://audio.icann.org/gnso/gnso-pednr-20090908.mp3>

On page:

<http://gnso.icann.org/calendar/index.html#sep>

Present:

Alan Greenberg - ALAC
James Bladel - RC
Tatyana Khramtsova - RC
Cheryl Langdon-Orr - ALAC Chair
Jeff Eckhaus - RC
Michael Palage - CBUC
Ted Suzuki - IPC
Alaine Doolan - IPC
Paul Diaz - Registrar
Sergey Gorbunov
Berry Cobb - CBUC
Shiva Muthusamy – At-Large
Phil Corwin - CBUC
Ron Wickersham – NCUC (joined after roll call)

Staff:

Marika Konings
Margie Milam
Glen de Saint Géry
Gisella Gruber-White

Absent apologies:

William McKelligot – ICANN Staff Compliance
Karim Attoumani - GAC
Tim Ruiz (Council Liaison) - RC
Mason Cole - RC
Mike O'Connor - CBUC
Michele Neylon – RC

Coordinator: At this time the conference is being recorded. If anyone has any objections you may disconnect.

I would like to turn the conference to your speakers. You may begin.

Gisella Gruber-White: Thank you very much. Good morning, good afternoon to everyone.

On today's call on Tuesday the 8th of September we have Tatiana Khramtsova, Siva Muthusamy, Berry Cobb, Sergey Gorbunov, Jeffrey Eckhaus, Michael Palage, James Bladel, Paul Diaz, Ted Suzuki, Alan Greenberg, Cheryl Langdon-Orr.

Late comers we will have Alaine Doolan and Phil Corwin.

And apologies we have William McKelligott, Karim Attumani, Michele Neylon, Tim Ruiz, Mason Cole, Mike O'Connor.

On today's call from staff we have apologies for that - Margie Milam, Marika Konings, Glen DeSaintgery, and myself Gisella Gruber-White.

I can also just say that Karim Attumani will be absent on all future calls. He's just had a baby - his wife's just had a baby. He does not have a connection at home but he does read the transcripts.

And if you could all please state your names when you talk and this will be for transcript purposes. Thank you very much.

Alan Greenberg: Thank you Gisella. I'm just about ready there.

All right, the first item on our agenda is the update for the Data Gathering group.

We had one meeting last week and I think a very productive meeting trying to decide from the - starting with the list of questions that Mike Palage had put together - which ones were relevant, which ones were not trying to understand the issues.

Following that Marika and I did some revision of it. The revision is not very changed in intent but the format is changed considerably in that we tried to put more specific questions to either the person doing the survey or to the registrar instead of an open-ended script of requests for what happens at expiration time.

It's not clear of course that the items that we've listed are the only ones relevant and some of them may not be relevant from some people's point of view.

But I'd like to start by going over what we presented and take a first cut at is it close to what we want.

Now there're a fair number of people who are not on the call today so I would - I think we do not want to come to closure on this. But a discussion of the people who are here I think will be relevant and help us get closer to a good format.

Any general comments before we start going over the specifics?

Marika Konings:: Nope, let's go.

Alan Greenberg: Okay. The first two questions in the original survey were very open-ended ones and specifically said what happens if the registrant says I don't want the domain anymore and what happens if they don't say anything?

First of all we've inverted the order of the two because the second one is we believe the far more common one, that is when the registrant is silent and the registrar decides it is implicitly being - it is implicitly expiring.

I tried to identify a number of critical points along the process and to understand what happens from a registrant's point of view.

The questions that we did -- I'm going to go over them slowly -- but anyone yell out if you want to discuss one in any substance.

The first one is does the registrar allow the domain name to auto-renew in those registries that employ policy?

Our general belief is most registrars do avail themselves of this but there is a cash flow issue. And we would like to make sure that indeed the bulk of registrars do follow that process.

There is an issue of notices to the registrant. We know there are certain notices which are mandated by the RAA.

We also understand that there are - that certain registrars may go over and above that and may use different processes. So essentially we're asking what kind of notices go out and who sends them.

Any questions/comments?

The second one is - the first one was referring - the second bullet rather was referring to what happens prior to expiration; the second one is after expiration since again we have reports from some registrars that they continue to try to get hold of the registrant after the formal expiration.

The next point, the fourth bullet, talks about what happens to, who is.

In other words other than the expiration date changing if in the case of auto-renew or, you know, in the flag of a domain, are there substantive changes? And of course the one we're most interested in but not necessarily only, are the changes that relate to saying who the registrant is.

Everyone happy so far?

The next one is - goes in to the cost issue. And we decided last meeting not to try to ask questions about costs in absolute numbers but to try to understand what happens - what kind of costs the registrant sees if they try to reclaim the domain name at various times after the formal expiration.

Specifically, how variable is it; how well is it documented, what are the parameters that cause it to vary, if indeed it does vary.

The next point is one that we hadn't discussed before but I believe is very relevant...

James Bladel: Alan?

Alan Greenberg: Yes.

James Bladel: This is James, I had my hand up.

Alan Greenberg: Oh, I'm sorry. I'm focusing on the lower right of the screen; not the upper left. Yes, go ahead James.

James Bladel: Okay just briefly, you know, we maybe didn't touch on this when we were going through these questions before but, you know, if the cost is significantly different in different periods, do we want to give the registrars opportunities to at least explain their rationale for a different cost?

I'm afraid that if we leave it open-ended and just say cost is X in this period and Y in this period, that we might want to ensure that we're providing opportunity to quantify why that would be.

Alan Greenberg: I have absolutely no problem with that.

Michael Palage: Yes, this is Mike Palage. James I think that's reasonable and consistent with trying to get the registrars to give us as much information as possible.

James Bladel: Of course it's voluntary if they would like to submit (unintelligible).

Alan Greenberg: Yes, you can't get...

James Bladel: Get the opportunity not to close the door.

Alan Greenberg: I can't imagine anyone objecting to that but, I certainly don't. So essentially give them an opportunity to give more quantitative and rationale - quantitative or detailed information and a rationale if they choose.

Woman: Yes.

Marika Konings: This is Marika, I have a question. Do we allow for that in bullet 1, 2, 3, 4, 5, where we basically ask them to - if the cost is different then it varies or is it the same progress period? If so, what does this variance depend on? (Unintelligible) time of renewal; estimated value of domain.

I guess there would be an opportunity to specify why there is a difference.

James Bladel: Well this is James. I think that that (unintelligible) costs we're being - you know, if we're saying costs we mean price or when we say costs do we mean costs?

And what is the burden to the registrar? Is the burden to the registrar different in those different periods is kind of what I'm...

Marika Konings: Okay.

James Bladel: ...pointed at. If that makes sense.

Marika Konings: So could we maybe then add as an example is there more cost to the registrar to recover their domain in that period? Add it as well as one of the options there?

Alan Greenberg: You mean registrar?

James Bladel: Yes, to the registrar.

Alan Greenberg: I guess if we're asking them to talk about their rationale for doing it, I'd like to leave it a little bit more open-ended than just their cost.

Marika Konings: No, my idea was just as an example to well say like there can be a variance in cost because it's, you know, the registrar has just decided that because it's a different time it costs more.

Or it might be because the registrar has identified that there are most costs involved for him to do it or it is because the domain is assessed is more valuable. So, just to give them an idea of what kind of elements they might think of as to explanations for that.

Alan Greenberg: Okay.

Marika Konings: I mean that was my intention not to limit to what they can provide information but just as example.

Alan Greenberg: Okay. I certain have no problem with that then. No other hands up; no one else shrieking?

Okay. The next number of questions have to do with what is the impact of the expiration - both what is the impact and when does it happen?

Specifically at what point does the Web site - does the domain name stop resolving to the original registrants Web site? Where does it go at that point and what happens with email in that same time period?

Marika Konings: This is Marika.

Alan Greenberg: That covers about four of the different bullets but that's essentially the substance.

Marika, and then Ron.

Marika Konings: I actually I had a question for some of the registrars on the call just to know like are these procedures automated. So would normally the answer to these kind of questions be like it's always the same for every domain name that expires?

Jeffrey Eckhaus: It's Jeff here. I don't mind answering and the answer is, yes. These are automatic things that are done from a database so everything is automated on these.

Like on a certain date this gets sent out. Pre-expiration - oh, there are ones post-expiration, depending if the customer has auto-renew on set; auto-renew to off.

So yes, those are all automated.

Marika Konings: Okay, thanks.

Alan Greenberg: And...

James Bladel: And this is James, and they are. I'm (unintelligible) supporting what Jeff said.

Alan Greenberg: And I'll just add to the extent that some registrars may have them vary depending on some differences they can certainly identify that.

Ron?

Ron Wickersham: Yes, I'd like to bring up the point on when DNS is changed in the root servers, the email - you know, all the MX records all happens all at the same time.

So if the Web - there's no way that a registrar who's not a hosting company not hosting the - if you're not dealing with a hosting company that's hosting the Web and hosting the mail service then there's no way for that registrar to do anything other than to cut the whole domain off.

So in some sense of this, questions don't quite make sense.

Alan Greenberg: My understanding is that if there's an MX record which is not changed it would still stay in effect.

Ron Wickersham: No, because the name - what gets changed in the root servers - see the zone is controlled by who - by the name servers that the root servers point to.

So, yes if the registrar is handling the DNS that would be the case. But not in the general case of where you may register the domain name with for example Network Solutions but have it hosted by some other company who is doing or hosting it yourself if you're a...

((Crosstalk))

Alan Greenberg: No, I - there's no question you're correct. If the DNS is not hosted by the registrar - if the DNS is not controlled by the registrar...

Ron Wickersham: Right.

Alan Greenberg: ...then everything changes.

Ron Wickersham: Right. And that would be...

Alan Greenberg: If it is on the registrar then they do have the ability of just changing one and not the other if there are...

Ron Wickersham: Agreed. Yes, okay.

Alan Greenberg: And that in fact is very often the case with Web hosting companies and things like that.

James did you have your hand up from before or...

James Bladel: No, this is something new Alan.

Alan Greenberg: Okay, go ahead.

James Bladel: And I just wanted to talk about the page here where it says something about a PPC or similar page and it doesn't say that the registration is expired and I don't know if - those questions, I feel like they're starting to dig deeply into the construction of what an alert page looks like which certainly is going to vary not only between registrars but also possibly within a registrar.

So I just - I'm wondering if we can just leave that a little more open-ended without specifying? You know, just say, you know, if it redirects what does that page look like and just kind of leave it question mark at that as opposed to asking, you know, what's on that page and what does it say and how does it, you know...

Alan Greenberg: I don't mind although I know some people will object, but I don't mind leaving off the pay-per-click issue.

I think asking the question directly of, does the page that you get say anything about what the original registrant should do to get it back. Because I think that has been identified as one of the differences and has been identified as one of the crucial things to be allowing them to reclaim it quickly.

Now the answer may be some of our pages we do this way, some we do another way and that's fair game.

Michael Palage: This is Mike Palage; if I could get in the queue?

Alan Greenberg: Sure Mike. (Ron) did you have your hand up from before or are you still in this queue?

Ron Wickersham: Yes, that was from before.

Alan Greenberg: Okay, then Mike go ahead.

Michael Palage: I guess the only reason that - as far as the pay-per-click, that I think is potentially relevant is in looking at the registrant, when that registrar begins to put up if you will, advertisements associated with that domain, that may have legal significance because those pay-per-clicks - the registrant may have originally been using the domain in a shall we say a lawful manner non-infringing.

But there are potential trademark issues that may arise where the pay-per-clicks, you know, may be associated with particular goods and services associated with the trademark holder that the registrar's algorithms put up.

And that potentially has consequences because again at the end of the day this domain name is still appearing in the WHOIS I think, in the name of the registrant.

Alan Greenberg: Well we haven't...

((Crosstalk))

Michael Palage: Well not necessarily. It depends - we've asked the previous question of when does that change - when does WHOIS change if it does.

So we don't know in any given case whether it's still in the name of the registrant or not.

Alan Greenberg: Well what we have seen -- and that's one of the benefits of the email that Kristina Rosette said...

Michael Palage: Yes.

Alan Greenberg: ...is we do have - again we're looking for proof. So we have one factual scenario where, you know, it disappeared from the registrant's dashboard so to speak. But the WHOIS information was still associated with that individual with content that the original registrant was not aware of.

So again, you know, this goes back to openness, transparency and predictability.

I think that registrants should have some degree of predictability that when they are no longer using a name or, you know, they're done with it, someone else should not be using it in their name potentially causing them harm.

James Bladel: I don't think I'm going to disagree with you that that might be an outcome of this PDP. To be honest, I don't think we need to ask whether registrars put up a pay-per-click pages, we know most of them do.

Alan Greenberg: Well then how about, don't you use pay-per-clicks. If you're saying that they all do...

James Bladel: But we're really not using this survey to try to find the good guys versus the bad guys in whatever definition we have over those words.

I mean for this particular question, to be honest, it's almost a no-brainer. We know what the answer is.

I was asking it to be complete. I'm not adamant about it is all I was saying. How do the registrars feel about asking this question?

Jeff Eckhaus: It's Jeff, I had my hand up. So I just want - just a few comments.

I think - I agree with James on the point saying does a pay-per-click - I don't know what having that on there, what that has to do with this - with the whole point of the working group or PDP.

I think it's just saying does the - I think the proper question would just be does the original Web site still resolve or is it something - or I think you could just say something else.

Because I think Alan one of the assumptions you're making, and I understand how you're making that assumption, but it's not always true.

It's stating that having instructions on how to renew or having something on there does not always lead to, let's call it a higher renewal rate or a higher instance of the original registrant coming back and renewing that domain.

I think - but that's just - that was just an assumption that you're making that I was going to say it's not - it's an assumption that hasn't been a proven fact stating that putting that on there will make a difference.

But I think just saying is the original Web site up there or is it something else? Because what's up there now is you could have multiple choice saying hey,

they do point to a pay-per-click. They point to something with instruction - it points, it doesn't resolve anymore.

But I think that would be - the question is saying is it the original or something else.

Alan Greenberg: Well I - I'll disagree with you on that. I think having instructions there - having the statement there to any visitor saying this registration has expired, then the RAE can renew it by doing such-and-such sends a message that they haven't gotten the wrong address, the problem is expiration.

They can then try to alert the original registrant of the issue and the original registrant knows who to contact.

One of the - you know, the comments that people have made is when this happens they don't know how to get a hold of their registrar.

Jeff Eckhaus: Right, and I just...

Alan Greenberg: And...

((Crosstalk))

Jeff Eckhaus: And I can't go into it much further because it would be proprietary information but I will just say that in practice and in using huge amounts of data to test that has not been proven out.

But I'll just leave it at that.

Alan Greenberg: I don't think there's anything wrong with asking the question. What we end up recommending in the end may well be different.

Jeff Eckhaus: Oh, no, no, no I don't disagree. Asking the question is fine.

Alan Greenberg: Okay.

Jeff Eckhaus: I just think - but the question would be is it the original site or something else, not is it a pay-per-click page.

James Bladel: This is James and I think Jeff makes an excellent point. I mean we should be asking questions in such a way it doesn't presume that (unintelligible) response, that's all.

Alan Greenberg: But we want to be able to evaluate - at least one registrar has said that they put up instructions on how to get the page back. And, you know, they view that as something they were doing to help the registrant. I think it's fair game to ask.

Marika Konings: Could a compromise be...

Alan Greenberg: Sorry, go ahead.

Woman: Who is it?

Marika Konings: It's Marika - could a compromise be saying I - asking is it the original page or something else? And if the registrar answers, something else, can you please specify is this a pay-per-click site or, you know...

Jeff Eckhaus: That's where I was going. That's exactly what I was going for Marika.

Michael Palage: Mike Palage, I think that's a fair compromise. To begin it's within the - sort of allows staff to engage in a dialogue with the survey and registrars to get the information instead of an interrogation.

Alan Greenberg: Okay let's - Marika we'll revise it according to that. And as I said, I don't think we're going come to closure today so we'll do a second pass on this (unintelligible).

All right, questions about email. Were there any questions - any further questions about that?

Ron Wickersham: Only from the point of view of asking -- this is (Ronald Goshen) -- the notice should come from the same email address that the registrar normally sends out.

I know of one case where the mail came from a different email address. So the registrant thought that it was phishing for renewal. It wasn't - because it wasn't from the email address that they normally expected mail from.

Alan Greenberg: That's a good point. The items in the list right now are talking about email directed at the domain name, but you raise a very good point.

I'd like to come back to that one in a few minutes if we can.

Ron Wickersham: Okay.

Alan Greenberg: Essentially what these questions are asking, is someone else intercepting an email and potentially reading it. Do the senders get a bounced message; does it go into a black hole; what happens?

Okay, the next one is...

James Bladel: Alan this is James.

Alan Greenberg: Go ahead James.

James Bladel: Yes, I just wanted to...

Alan Greenberg: I don't always look up in that corner so just yell out if I don't notice you.

James Bladel: Okay, will do. No problem, and I'll try to...

Cheryl Langdon-Orr: We'll just have to retrain you Chair. That was Cheryl, sorry.

Alan Greenberg: I didn't - Cheryl I didn't hear you.

Cheryl Langdon-Orr: We'll just have to retrain you Chair, that's all.

Alan Greenberg: Many people have tried I think is the answer.

James Bladel: Just very quickly with regard to notification emails, I don't know if there's any value in discussing whether or not a registrar screens to check whether or not the renewal notifications or expiring notifications are going to a - or going to the same email domain that is affected by the expiration if that makes sense.

Alan Greenberg: Oh, you mean if there are notices after expiration and do they check that, or after they have changed - deactivated email delivery.

James Bladel: Right. So if I'm...

Alan Greenberg: I think that's a relevant...

James Bladel: If I'm sending a notification in regards to, you know, somedomain.com, you know, I shouldn't be sending those notifications to an email address within that same domain.

So it's a self-referential...

Alan Greenberg: Yes, okay it...

James Bladel: ...reference the email address.

Alan Greenberg: But we already have a question saying when email stops going to the RAA - RAE, what happens? And we could ask an auxiliary - an extra question at that point saying if you send any expiration notices, do you check to see if it's going to one of the other addresses in that situation.

James Bladel: Okay.

Alan Greenberg: That's a good point, thank you.

All right, next we come in to the biggie of at what point, if any, does the name offered for sale auction or transfer?

Should we be asking how long that process takes if it's an auction or sale?

James Bladel: Alan this is James. I'd like to propose a different wording for this in a way I think that will kind of encompass what we're intending to get after but it will also leave it somewhat open-ended.

It's just something to the effect of at what point, if any, does the expired name made available to other registrants within that registrar? And let's see if I'm making this any sense here.

What point is it made available to others because I think we can take in auctions, we can take in transfers, (unintelligible), we can take in back-ordering systems, we can take in all those types of different products.

And they may have differing implementation windows if we were to say something like, at what point is this made available to others.

Alan Greenberg: And what point is it finalized or something like that? I don't know the right words.

I certainly consider what you're suggesting a friendly amendment but do we want to explicitly ask what the window was you were just referring to as a point to this, as this is a starting point.

James Bladel: Yes. I'm not sure how to work that in there without...

Alan Greenberg: Let's - Marika if you can - did you capture what he said?

Marika Konings: I think so. My only question would be if you say others, do you mean as well the registrar itself or does it have to be made explicit?

James Bladel: You know, I'm stumbling over this one a little bit. I'm going to ask if any of the other registrars would like to establish this, you know.

But I just - I think that if we get into an exercise where we're enumerating the different mechanisms by which, you know, a name can be dispositioned, I think that that's just kind of a rabbit-hole.

I was thinking if you could just - the key concept is you want to get, is this available to others...

Alan Greenberg: Are others in the - others other than the RAE is what you're saying...

James Bladel: Right.

Alan Greenberg: ...which could include the registrars own account.

James Bladel: Yes, other parties as opposed to the RAE. And then, you know, because some of those could be instantaneous and some of them, like you mentioned, could have a process.

Alan Greenberg: So if we say to anyone or anybody, whatever, other than the RAE that covers the whole range of options.

And then I think Marika if you could just put in brackets window question and we'll come back it and try to come up with some better words when we have everyone on the call to encompass the concept of windows where they apply.

Marika Konings: Okay. I mean if...

Alan Greenberg: Unless you come up with a brilliant idea yourself in the interim.

Marika Konings: Well the alternative might be of course to put in the brackets some of the examples I mentioned here - example, sale auction, or transfer so that people know as well what you're talking about.

I mean the window question that was raised, you know, and that's again a question for the registrars. I don't know for example with auctions is there - again is there a set timeframe or sometimes, you know, the auction just runs until someone buys it.

Or doesn't it depend as well if there are minimum or maximum prices set or...

Alan Greenberg: Well it can...

Marika Konings: I don't know if there's a one answer to that.

Alan Greenberg: It can't run forever because it's a 45 day period that the registrar has to do something with or delete it.

Marika Konings: But within that window does the same apply to all or it's...

Alan Greenberg: Well I...

Marika Konings: I guess that's something that might come out of the answer.

Alan Greenberg: Yes. I think that in almost any question we ask any given registrar can have four different business models that they apply to different parts of their business.

Well I suspect any of our questions we're asking can have that kind of answer that it varies.

Okay, let's try to draft something and we'll go through another iteration on it.

The next one is if a reseller was involved in the original transaction - it doesn't look right, one second.

It should be wants to reclaim not wasn't to reclaim.

Okay, so if a reseller was involved in the original transaction and the RAE wants to reclaim a domain name after expiration, does the RAE deal with the registrar or reseller? Is that a reasonable question?

The reason I'm asking is, you know, people have said that in some cases the registrar handles all transactions at that point. And in other cases the arrangement from the reseller and registrar is that the registrar is invisible and everything happens with the reseller.

Any thoughts?

James Bladel: Yes, I think about this one - this is James. I'm trying to think if, okay, let's invert the question.

Is there a way for the registrar - the RAE to reclaim the name by working directly with the registrar?

Alan Greenberg: If they know who the registrar is.

James Bladel: Sure.

Alan Greenberg: In some cases that's not a non-trivial issue.

Ron Wickersham: Is that -- this is (Ron) -- is that hidden in WHOIS? It seems to me that the...

Man: No, it's available in the WHOIS...

Alan Greenberg: No, it...

Man: ...and also in the new RAA it's required to disclose it.

(Ronald Goshen): Right.

Alan Greenberg: If there are questions.

Woman: Good point.

James Bladel: Yes, and I'm just trying to think of a way that that could even - I don't know, I know how our system works, but I think that that would vary considerably between registrars.

Alan Greenberg: The real question is for a non-sophisticated user who doesn't even know about who is, how do they find out who they're supposed to be dealing with.

You know, if it is the reseller that they always dealt with then at least they should have had their information on file somewhere.

James Bladel: Wait a second, I think that's a different question than what we're looking at right here Alan, I apologize. But the question hers says, if the reseller was

involved in the original transaction and the RAE wants to reclaim the name, does it deal with the registrar or the reseller?

Alan Greenberg: Right.

James Bladel: Am I understanding this? I'm trying to answer this question - I'm trying to invert it which is, is there even a way for an RAE, knowing who the parent registrar is, is there a way for them to work with them directly to reclaim a name after expiration? That's what I'm struggling with.

So it's not about disclosure of that parent registrar, I mean this question presumes that the RAE knows that there is a parent registrar and knows which one it is.

Alan Greenberg: Well if the answer is they have to deal with the registrar then we come up - then the obvious next question would be, how do I find out who the registrar is.

On the other hand, the model that some - that may be used in general is you keep on doing - dealing with the reseller, there the interface to the registrant.

And we're trying to find out what does the registrant normally see in this circumstance.

Is there a reason we need to invert it?

James Bladel: Well I'm trying to think of a way that we could, for example, combine a couple of these questions that are on the table. Whether or not they're implied within this sentence or not and say something to the effect of, if there's a reseller involved in the transaction and the RAE wants to reclaim the domain name after expiration one; how do they determine that they're dealing with a reseller rather than a registrar.

Two, how do they understand which registrar is affiliated with that particular reseller; and three, must they work through that reseller to reclaim the expired name or can they work directly with the parent registrar?

So, I mean I know I'm going kind of fast here but I think those are the three questions we're trying to uncover with this sentence.

Alan Greenberg: All right.

(Ron Wickersham: This is (Ron) chipping in on a slightly related but slightly different topic is, when the effective expiration, you know, where DNS is modified happens then the registrant wants to get it done as fast as possible.

So if he's dealing with a reseller who has limited office hours and no automated systems, he would like to work directly with a registrar and get it renewed immediately.

Alan Greenberg: I have no problem with that but you're presuming that the registrar wants to talk to this person.

Ron Wickersham: I think that in most cases they don't.

Alan Greenberg: Well I know in some cases they don't and they say, so-and-so sold you the domain, you go back to them.

Ron Wickersham: Right.

Alan Greenberg: And that's what I was trying to get out of the original question.

Ron Wickersham: Okay.

Alan Greenberg: There may be some registrars who say, expiration - the microsecond of expiration, the registrar is the only party in control.

In other cases we may still find that the registrar may be in control but they don't want to deal with the registrant and it's a reseller issue. And there may be some cases where it's either or.

Ron Wickersham: Yes, it would be excellent to get that clarified then because that seems very murky as you express it.

Jeff Eckhaus: Hey, it's Jeff here, I just have one comment. Is I think that one of the points that I'm listening to is questions and I think that we're not going to have the answers.

I know you were saying you would like to get things clarified (unintelligible) but there is going to be - I mean if you ask most of the registrars and you'll see that some of them will say in some cases it's the reseller; in some cases it's the registrar.

Or, you know, sometimes you get to choose. I'm not sure, there's no, you know, clearing up. There's different models and different pieces. I'm not sure what the answer is that we're looking for here because I would say that in some cases it's the reseller; in some cases it's the registrar.

Does that help us move ahead on this anywhere? I'm just trying to figure out where we're going with these questions.

Alan Greenberg: Well I - yes I think it does. Because in discussions leading up to this, with some registrars I have been told that their business model is they deal with everything from the microsecond of expiration on. Resellers are not involved.

And they believe all registrars do that.

Siva Muthusamy: Hello can you hear me?

Alan Greenberg: Yes.

Siva Muthusamy: This is Siva.

Alan Greenberg: Yes, just one moment.

So the question was aimed at putting on the table the fact that the models vary.

Jeff Eckhaus: Oh I agree with you in that they do vary.

Alan Greenberg: And that I think is what we're trying to find out here, that there is a whole range of models and we cannot presume, as this person I was talking to said, that all registrars do the following.

Jeff Eckhaus: Alan I'm in 100% agreement with you.

Alan Greenberg: Okay.

Jeff Eckhaus: So is that something - are we looking to further get past this or just to - I guess I won't say prove the point but just second it that it does vary?

Alan Greenberg: Yes. And we're trying to end up with some data that - I believe that the reason I put that there and I did add that particular one was to demonstrate that the situation does vary and it's not one flavor fits all.

Jeff Eckhaus: Okay - oh no, I agree with you. I just wanted to see if that's what we were trying to get to, just for you to get the data point saying it does vary.

Alan Greenberg: Yes.

Jeff Eckhaus: Okay.

Alan Greenberg: Siva you had a question or a comment?

Siva Muthusamy: Yes, I have a comment. And basically it relates to the separation of registrars from resellers.

And there has been quite a lot of talk about resellers doing something for which the registrar kind of says it's done by the reseller.

And now on this question of a reseller saying that he is not able to get to the - a registrar saying that he has a different model and by his model he does not get to the registrant details and that has to be dealt by the reseller himself, I think that this cannot be right.

And ultimately the registrar is responsible for the domain name and he's comfortable no matter he deals with one reseller or 3000 retailers; whether he has systems in place or does not have systems in place, the responsibility of all these issues rests with the registrar.

And the registrar has an agreement with ICANN and whatever agreement that the registrar has with ICANN has to be passed on to the reseller. And it's the responsibility of the registrar to make sure that he maintains control over resellers.

Alan Greenberg: And...

Siva Muthusamy: So...

Alan Greenberg: ...we may well find that some outcome of this PDP sets some rules for how this relationship works.

Right now we're just trying to do information discovery and find out what the situation is today.

Ron Wickersham: Yes, this is (Ron) again. I'm wondering on some of these -- and this particular question -- if a multiple choice answer, the specific response you're looking for wouldn't be better than the open-ended essay question.

Alan Greenberg: I thought this was a multiple-choice. And as originally ordered it was a multiple choice...

Ron Wickersham: Okay.

Alan Greenberg: ...who do they deal with. Why don't you - if you have a suggestion for rewording it, since we have a number of different (unintelligible), why don't we do that on the list...

Ron Wickersham: Okay.

Alan Greenberg: ...and try to come up with something better.

Okay, the next question is related to that. Assuming that we've determined who it is you're dealing with, the question is how do they typically deal with you? Is it a Web form, is it email, is it telephone?

Again, we know there are some resellers that don't have telephone numbers so we're trying to understand what's the registrants experience at this point in time.

And again, and as someone pointed out, if your domain that's critical to your business just stopped working, time is of the essence.

The last point is essentially saying under what conditions do things fall all the way through and it goes into the RGP? No hands, no comments.

I'm going to come back at the end and say are there other things that we've missed altogether; I suspect there are.

But let's go on now to question number two which essentially is the same as the previous one. It's saying what happens if the registrant has explicitly said they intend not to review?

Do you follow the same processes above or if so, tell us where the differences are.

Now related to that is the comment Kristina made. And Kristina and I had a relatively extensive discussion off-line afterwards.

And one of the questions I put to her was does she believe that a cancellation in mid-term essentially brings to the present expiration or is it a different situation than before? I guess I'd like to have this group discuss that a little bit.

So are the things we're talking about at expiration, do they apply if someone midway through the term says I want to cancel and the registrar says yes, we are canceling.

Do we consider the expiration terms to be applicable at this time or is it a complete separate process?

Jeff Eckhaus: Alan, it's Jeff can I just ask a question because maybe I'm missing parts of the conversation, so just to clarify.

So you're saying if you're the registrant and you go to the registrar and you say I want to cancel this name immediately.

Alan Greenberg: Right.

Jeff Eckhaus: And then - so you're not asking the registrar explicitly to delete it at that time, you're just saying I don't even want to manage this, I don't want anything to do with it, remove it from my account.

I don't care if there's time left, or are you saying I want to cancel it, I want to delete it, I don't want to own it any more.

Alan Greenberg: I suspect to someone who's relatively naïve those two are synonymous. So I don't want to try to put meaning into the intent of the person.

Jeff Eckhaus: Yes, the only reason I'm asking, just to be - to tell you that and I don't know how many years that I've been on the registrar side, the only time that that has really come up has been from I'd say more sophisticated users who say I want it deleted right now versus anybody that's called and said I'd like to cancel it.

I don't want it any more, you know I don't want to have to deal with it. That's why I'm just curious what was the sort of background around it, because it seems very, very rare or fringe case that - I've never even seen that happen.

That's why I'm just curious what was the - how that came about, that question.

Alan Greenberg: The particular case that Kristina mentioned, I won't try to say what the intent was. But what the result was, was the registrar took it out of the control of the registrant but left the WHOIS information pointing to them.

And left the website pointing to the original website. So everything remained the same except the registrant no longer had any control over it. And since this happened to be an intellectual property infringement issue, you know the registrant was presented with a cease and desist order where they couldn't do anything about it.

But they were still the registrant of record.

Jeff Eckhaus: Okay.

Alan Greenberg: So a rather unusual set of circumstances.

Jeff Eckhaus: That's right and also I think that you know just my point is just to keep us sort of focused on that. I don't think that really - that was out of (plier) because our whole - the process is the post expiration domain name recovery.

That's why I want to say it's a fringe case, it doesn't really apply and I want to know if we can just pass on, on that and see how it works (unintelligible) opinion.

Michael Palage: I was asking before - this is Palage, we've got a couple of people lined up. That's why I was asking the question do we consider this an early expiration because it was cancelled.

Or it is a completely separate process and it's not within our domain.

Jeff Eckhaus: Oh yes, and I was just expressing my opinion about the question, I think it's completely separate.

So that's as I said my opinion and my thoughts.

Alan Greenberg: Okay, got you. Michael?

Well I would have to disagree and what happens is we're looking and let me explain why. The customer - the registrant said cancel the name, it wanted it cancelled.

Now what happens is from a predictability once a name is cancelled there should be a set of sequence that that registrant can rely upon either to a, get

it back if he changed his mind or b, know that it will be reallocated or put back into the available pool.

Now the reason - I guess what I find somewhat interesting here is you know the registrars are like oh, we don't have any facts, we're trying to get facts. We have a situation here that goes to the clear mens rea of how some people are treating these domain names like their own chattel.

Oh it's not theirs any more. So I do think it goes to the state of mind of how some resellers/registrars are treating this and goes to the broader issue. So I don't think it's a one off, I think it is relevant.

And I would argue that you know it's not just a fringe case that should be thrown away. It is documented proof of how bad things happen when registrars do not keep accurate information with names that are intended to be expired.

Or in this case I think actually I think according to Kristina, the name actually did expire. So whether the person intended it to or not, it went into the expiry date.

And again I'll go back and I'll double check that, but...

Alan Greenberg: No, that is not the case. It did not expire unless your definition of expire is what happens immediately after cancellation and that was the question I was asking.

Michael Palage: So then the question - so then here's the question though that needs to be asked, is let's go back to the registrant contract, right? So when a registrar sponsors a name with the registry, they do that on behalf of a customer, right?

So they're doing that on behalf of a customer and they receive payment. Now when that customer says they no longer want that contractual right to exist, on what basis is a registrar stepping into those contractual rights to continue to maintain a domain name at a registry?

That is the issue here Alan and it's a very important one.

Alan Greenberg: Your question is noted, I'd like to go on to the other speakers. Tatiana?

Tatiana Khramtsova: Yes, I think it's one part of life that the domain name and it's a useful question I think because for example if one registrant would like to cancel the domain name, others for example our client asking us can I register this domain name.

And just why it is for example a redemption field. Its part of the domain life cycle, so it would be useful to ask registrants about it.

Alan Greenberg: Okay, James.

James Bladel: Excuse, me just real quickly I think I'd also like to express the opinion that it may be related but it may be a separate topic.

You know and to respond to I think what Mike was mentioning is that you know there are two sides to either coin there.

It's the registrar does not maintain control over a name for a period of time, then we'll have an equal number of anecdotal problems where registrants are saying I tried to get this name back and my registrar said they couldn't help me, okay?

By maintaining control of a name for a certain period of time, we provide a safety net or an undo opportunity for some of these what would otherwise be irrevocable type decisions.

So I think you know we have to be very, very careful when we want registrars to do X or do Y because we want to make sure that we don't inadvertently create a whole new slew of problems for registrants who have lost control of their domain and are looking for their registrar to help them get it back.

Alan Greenberg: I think your point is well taken in that whatever we come up with if we come up with something is likely to help some people and perhaps hurt others.

The situation of someone saying I don't need this any more is different surely from the situation which may be the case here where the person realizes they have a law suit coming at them if they don't make this domain name disappear.

And we don't necessarily have ways to differentiate.

James Bladel: But it's not the registrar's place to judge which one is which, we should essentially say you know we're trying to build a one size fits all process and we just need to recognize that not everybody comes to us - comes to that transaction with the same incentive.

Alan Greenberg: Understood. Paul.

Michael Palage: So Alan this is Mike.

Alan Greenberg: Yes Mike, let Paul get in first.

Michael Palage: Okay, just put me at the end.

Paul Diaz: Sure Alan and Mike pulled together a lot of what we've just been hearing. I mean I guess for all of us it's a couple issues are very important. We've had discussion about what different people think was the intent behind question two.

I mean I'm just looking at question two where it's certainly going to have to reword this because you know asking the intentions not to renew and then we'll get people jump in with I'm sorry Mike but I think it is a fringe case.

I can't really remember the last time I heard somebody in the middle of a registration term asking for a name to be canceled and purged from the systems.

That's exceptionally rare but you know if we still want to look into it, if we do have this situation that Kristina's talked about, let's just make sure that the question clearly gets to what we're trying to figure out here.

Because I mean I'm looking at all these questions and just trying to be objective as a registrar.

I mean a lot of them I'm really at a loss, wait a minute, if the mandate of this group is close to expiration, some of these questions just seem to be taking us in different directions.

I'm not sure what we're going to do with answers if you even get them. You know a lot of them seem to be putting registrars almost like on a defensive because they seem to be getting at you know business practices and things.

If we want clarification what happens in terms of process and policies, let's just make sure that our questions are tightly worded.

And this particular one, I mean look how long we've been going over it and yet I'm not at all clear on what was the original case that even motivated this thing.

And whatever it was let's get the detail straight so that we can make the question...

Alan Greenberg: Just for clarification you're talking about the one that is number two.

Paul Diaz: The big number two, right, not the bullets, but the number now.

Alan Greenberg: Okay, I don't believe we've been talking about number two. We've been talking about an issue that Kristina Rosette raised which may or may not be within our domain but it certainly is not what was discussed in question two.

Paul Diaz: Okay, then that helps because I've heard others weighing in, it sounded like they were trying to impart something that I don't see there.

Alan Greenberg: What she described is question two if you come up with a new definition which you may or may not believe is reasonable, that if a registrant requests in mid stream to cancel a registration, do we deem that to be expiration?

If the answer is yes, then what we're talking about in Kristina's case is number two. If the answer is no, then Kristina's case doesn't fall within our domain at all.

Paul Diaz: And you know for the record Alan that's perfectly stated and let's get that down on paper so that two becomes an A, B.

Alan Greenberg: But at this point we were not covering Kristina's case. I was asking the question of should we widen these questions to cover it?

If we believe that ad hoc definition I just came up with is applicable.

Paul Diaz: And just for the group as a whole let's just be careful that you know widening also - we have a charter, we have a mandate here and that we stay within it, not that we start you know kind of expanding mid-stream to get into issues, business cases in particular that are kind of beyond the original intent of the working group.

Alan Greenberg: Anyone else want to weigh in on this?

Michael Palage: Do I get to go now Alan?

Alan Greenberg: Yes sir.

Michael Palage: Okay. A couple of rebuttal points. We're fact finding here. I understand what the mandate of the charter is, I've read it.

But what we need to do is - this is kind of not unlike litigation where in discovery you sit there and you try to look perhaps a little beyond your scope.

You want to make sure that you're getting all the different data points because again that's what we're trying to do, get data points.

Obviously any recommendations that we make as a group must be within the context of the charter unless this group decides to go back to council and ask for an expansion of the charter, that's point one.

Point number two, James, I agree that one, when everyone makes a recommendation they need to be aware of potential unattended consequences.

So while I respect that there are some times in which a registrar may be protecting the interests of a registrant by holding it a week or two before deleting it because someone may have changed their mind, I think when we look at that aspect one needs to look at the actions of that registrar.

Are they profiting while they're you know graciously holding it for that registrant? Or is it a - as I said a page where it says this is how you go and recover the name?

That is why I think it's important to look at what that page says, to link that up with certain representations being made by some registrars saying we're looking out for the interest of the registrant as opposed to hey we're making an extra buck before this thing gets flipped or something like that.

I think that's important and it goes - I think that has to be part of our fact finding.

Alan Greenberg: Jeff, I think you're next.

Jeff Eckhaus: Yes, I just want to say that just really, really need to object to the statement that Mike just said that this is - I don't believe this is at all like litigation and this is not discovery.

I mean when did this become even close to a law suit or something along those lines? I mean I thought this was just a working group to try and find out some facts.

We're not expanding and looking at other areas. I mean the whole thing is we've had so many issues with these working groups of people losing their focus and you know PDPs and other things going off into taking years.

I think the idea is to focus here and just to say we're looking at post expiration domain name recovery. What - how does it work for the registrant? I mean Alan, you're - it was the ALAC that came up with the issues.

But you know trying to stick to that and I think that what the business model is and until somebody says to me hey, the business model makes a difference in the domain name recovery, I'm not sure what that has to do with it.

But that at least we can go through these questions. I'm not sure how relevant they are but I'd like to stay away from any thought that this is like

litigation, this is discovery and we have an obligation to go beyond the questions and beyond the focus here just to find facts.

That's just my personal opinion on this.

Alan Greenberg: Okay, as chair I'll say I have no intention of allowing us to widen our scope. That is why I phrased the question of do we define what Kristina was saying as expiration which would include it in our scope or not.

If everyone said yes, it's definitely deemed to be expiration the answer is simple. If everyone said no it isn't the answer simple, if half and half then we need to discuss it further at some point.

So I don't think we need to worry at this point about our scope being enlarged. In terms of Michael's use of the word discovery, whether for good or bad, I'm not a lawyer and I didn't read as much into it as you did.

Michael Palage: And perhaps it was a - Mike Palage - perhaps it was a bad analogy. What is frustrating here is the registrars have the data. We're trying to find data and what happens is there may be certain bad registrars.

There are good registrars that perhaps may be participating and will share their information. As was evidenced on last week's call when we were doing the fact finding, much of Go Daddy's practices are spelled out.

Price points, time frames, all that stuff to the again openness, transparency and predictability to the registrants. Finding out for other people what goes on is what we need to do.

And if we can't get that information then once some - then perhaps one needs to perhaps throw a bigger net or do a little more rock turning to find out what is actually going on.

Because the reason the ALAC submitted this in the first place was there was more than just anecdotal evidence of harm happening in the marketplace.

Alan Greenberg: Okay, Jeff did you still have your hand up or are you.

Jeff Eckhaus: No sorry, I'll take that down.

Alan Greenberg: Okay. James next.

James Bladel: Yes, real quickly I had another - an issue with a term I think that Mike mentioned which was registrars profiting while they're holding a name. You know I want to be careful that we're not using the word profit you know where we think it applies.

What we're doing and I'm speaking completely hypothetically because I don't even know if this is true of Go Daddy so I'm certainly not speaking for other registrars.

But what we're talking about is a situation of process that's going to require an additional burden on a registrar that's going to take it out of its automated system and make it more of a manual process that's increased cost.

And I think that if we want to say that registrars deriving revenue from - while they hold that name, that's different than if it's a cost recovery operation that's different than saying we are profiting off of holding of a name.

And I just wanted to get that out there.

Alan Greenberg: Duly noted. I think we're finished with question number two, we have 24 minutes left and it would be nice if we could kind of finish going through the list but we'll see how far we get.

Okay, question three, are the terms of treatment of the domain name registration at the time of expiration contained in the registration agreement or other document - I'm sorry, I'm having trouble parsing this.

Marika can you help me here?

Marika Konings: Yes, this is just asking where are the terms relating to expiration are contained, whether it's in the registration agreement or in another document. And it's asking whether to specify the terms than having them already been done so.

Alan Greenberg: So where are they stated and is there anything we missed.

Marika Konings: Yes.

Alan Greenberg: Okay. I see no hands up, I will continue. If the registrar makes substantial changes to the WHOIS and we define that essentially to the point who the registrant is or pointing to the DNS somewhere.

Is that practiced and whether the registry offers auto renew or not. The general answer we got in last week's call is registrars do not differentiate but we have chosen to leave the question in to make sure that we have a consistent answer.

Does the registrar or any affiliate add any value added service regarding the sale auction domain after their date of original expiration?

If so what are their services? Now is this question still needed in light of one of the bullets to question number one? Anyone like to either defend it or say take it out?

Jeff Eckhaus: Alan this is Jeff, I think that it would be gone because I'm still not even sure of what that question is asking but I think I understand the intent and I think the other question covers it.

But then I'm asking actually if you could expand on it because maybe I'm not sure of the intent of the question or what's really being asked here.

Alan Greenberg: I think it was Michael's question originally and I asked a similar question to yours at the last one.

But at that point we had not actually broken one into the targeted questions we have now. So Michael, do you have any strong feelings at this point? Is Michael still with us?

Woman: He might be on mute.

Alan Greenberg: Is he on meeting view? I don't have a copy of it right now.

Gisella Gruber-White: He's still connected according to Meeting View, so maybe he's putting his phone on mute?

He is on the call.

Alan Greenberg: All right, maybe he stepped away. Let's come back to this one. If no one can defend why it's there my inclination would be to take it out because I don't really know what it's covering other than what we're asking in the bullet of question one.

Okay, does the registrar affiliate provide a revenue share opportunity in connection with the revenue recognized?

This is in relation to the value added services. So in other words if it is sold, bartered, auctioned, does the registrant see any of that? Comments on this one? I have two hands up, James.

James Bladel: Sorry, slow mute button. I'm just getting - it's not really - I'm going to stumble on this on a little bit so I beg your patience for a moment.

But it's not really a question necessarily about this particular question but this whole series of questions is starting to give me the impression that rather than focusing on the milestones and the process involved in expiration that we're starting to now put various aspects of a domain name after market under a microscope.

And while you know admittedly I mean I'm not so naïve to think that that's not what's driving a lot of you know registrar and registrant activities and you know both expiry, I'm just wondering is that where we're going with this particular series of questions here is that we want to really get a peek under the hood of how some of these various (ASA) markets operator?

Or I guess I'm trying to find out where we're going to circle this back to the actual process and what we can do to ensure they're protected against (unintelligible).

Alan Greenberg: I only have one comment on that and I'm not quite sure where we should go with this question. But one of the reasons there I believe is because when discussions have been held with registrars before, the registrars have been the one to bring it up saying you know look how good we are.

We're giving some of the money back to the original registrant. You know there's typically the issue has been raised by the registrars and not by someone else.

James Bladel: Hello, I'm sorry, I disconnected there for a moment, I apologize.

Alan Greenberg: Do you want me to repeat what I just said?

James Bladel: I can't ask you to do that, I'm sorry, I'll have to read the transcript.

Alan Greenberg: No, all I was saying is the issue of we share some of the money with the registrant has usually been brought up by the registrars, not by someone else as a relevant part in the discussion of what the process is following.

James Bladel: Okay.

Alan Greenberg: Jeff has his hand up.

Jeff Eckhaus: Yes, just quick point is that I'm still - maybe some registrars had brought it up but I don't see it as - I'm not sure what the question has to do - just going forward on helping out with this process and I think just from a registrar point of view I think that by removing these questions and taking them out since they really don't have any relevance.

And it was also this whole line of question about questioning on the business model and asking sort of like as James said to peek under the hood, it's going to put a lot of people off.

And I'm not sure how it helps so my suggesting would be to remove it. It would make a lot of people a lot happier and I think maybe help with some of the cooperation unless somebody really sees how sharing funds with the registrant explains the post expiration domain name recovery process.

Alan Greenberg: Just to be clear, are - do you feel that some of the previous questions have been poking under the hood looking at business models or is this the one we're talking about here?

Jeff Eckhaus: No, I was saying this one and I'm still not even sure of the previous one, what that even meant.

Alan Greenberg: Yes, but that one we said we would (unintelligible).

Jeff Eckhaus: No, you said business model when it says - when you say how many days until the domain, if it's auctioned, how many days? That's you know each one is different but that is sort of germane to this discussion.

But is the revenue shared, how it's shared, those sorts of questions, I'm not sure how that's relevant.

But the other ones I think some of them are.

Alan Greenberg: Is there anyone on this call that feels strongly we should maintain question six on revenue sharing? Jeff has his - Jeff is that a new hand or an old hand?

Jeff Eckhaus: No, that is the hand that I was still talking, I am going to lower it now, I need to focus more on - between the Adobe and the document.

Alan Greenberg: I do it all the time, I understand. All of us need to be retrained or maybe the system needs to be retrained.

Marika let's in the next version put this one in square brackets or something that's tentatively removed.

Next question, does the registrar or affiliate provide registrant prior to expiration the right to remove the name from the value added service? In other words can the registrar say under no conditions may you auction my name ahead of time?

Auction as a synonym for many of the other things that might happen. I suspect the answer is going to be no for everyone but I have no problem with

asking the question as long as we make it clear what we mean by value added service.

Paul Diaz: Yes, Alan this is Paul.

Alan Greenberg: Yes, we have a whole bunch of hands. James?

James Bladel: Just real quickly when we say that for essentially that prior to expiration, I think that needs to be highlighted or called out because essentially that we're not saying that the registrants or the RAE can disposition what a registrar does or doesn't do with a name after they have ended their service contract, is that correct?

Alan Greenberg: Well what we can say is one thing, this is again is information gathering, is we're asking are there any registrars that allow the registrant to say when my domain dies it dies.

I think kind of rephrasing the question.

Michael Palage: This is Palage, I'm not in Adobe so just...

Alan Greenberg: Okay, we've been asking you a number of times and you were gone.

Michael Palage: Yes, I had to unfortunately do some billable day work there.

Alan Greenberg: Okay, you're in the line then, Paul is next.

Paul Diaz: Yes Alan, I was just going to ask again the clarification that you offered, let's get that into the question because I'm left scratching my head what the value added service offering is.

The question's getting at don't let it go to auction explicitly, let's say that. Let's not leave any doubt.

Because for those of us on the call we're following along, we understand the back and forth and can kind of get an idea of where people are coming from.

But I think for most registrars when they see this when it goes out, a lot of them are going to be left scratching their heads like what are they asking for? What's this all about?

Alan Greenberg: I believe and Michael originated the words so when he comes up he can clarify but I believe the expression value added services is a code word for saying can the name be made available to someone else under some financial circumstances or some business circumstances.

Ron, you're next.

Ron Wickersham: Yes, I would nominate seven to be in square brackets along with six because I think they're related.

Alan Greenberg: Okay, Michael, do you want us to bring you up to date or were you listening when you were gone?

Michael Palage: No, I had to step out of the other room and go to another computer.

Alan Greenberg: Okay, just to quickly summarize, we're running out of time but to very quickly summarize on number five, does the registrar offer value added services?

The general feeling in the group was this is already now covered in the - one of the bullets of question number one.

And we don't need this one as a separate question.

Michael Palage: And as I said, I have faith in ICANN staff in executing this questionnaire to gather the information that they need.

So if registrars think it's duplicative and if Marika thinks or Marika or staff think that they can get the necessary information, you know I won't be a stick in the mud on that.

With regard to service, value added service contract, you know the language I was looking at here is somewhat if you will the reg - the funnel request which registries have to go through for if you will a registry service.

My question here, and James I think you made a statement, what happens after the registrants service contract has ended? And I think that's a very good point.

And what I've been trying to hit on is what happens when that service contract ends? And what I see happening or what I'd like to hopefully see from the survey is what do registrars do?

Do registrars somehow insert themselves into that service contract to take over rights that were originally vested in the registrant?

Because again remember in order for a domain name to be maintained in a registry database, there needs to be a contract and there needs to be payment. There needs to be what is it, I'm drawing a blank here, reasonable expectations of payment.

So how is that name residing in a registry database after that registrant service contract is ended? What are registrars doing? Are they interjecting themselves into that contract? That's my question.

And hopefully this survey will elaborate on that because I think that does go towards...

Alan Greenberg: Well and I believe - it's Alan that by asking them what are the steps including how WHOIS is changed which is the formal - I'm sorry is someone trying to speak?

Okay, so I think we've addressed that question.

Michael Palage: Excellent.

Alan Greenberg: Okay, the next thing when you were gone was the question on number six with revenue sharing, there was a question of how does this relate?

It clearly is a part of the business model, but whether the registrar shares the money with the registrant or not does not really change the issue of ownership.

And I must admit I tend to agree.

Michael Palage: I - the reason I was getting into - and again this goes to whether it's an auction or not and depending again I know we're trying not to talk about price.

But I do believe in certain business models employed by certain registrars, a registrant who wants to recover his name after a certain point in time has no other alternative but to bid in that auction to perhaps you know get it at a lower price point than what they would have to pay at full market value.

Because remember how certain registrants can recover, so let's just suppose the recovery point is \$80. That registrant now is forced one would say forced, but is finding himself in an auction to try to get the name for less than \$80.

Alan Greenberg: Michael, if I can interrupt, I believe we're addressing that question later on.

Michael Palage: Okay.

Alan Greenberg: The question of proceeds - are the proceeds of the sale shared may change the net price that registrant is paying, but doesn't really change the concept.

Michael Palage: I guess what happens is just what's wrong with just asking the question? What's the harm? Explain to me the harm.

Alan Greenberg: The statement was made that the more we ask about business models which are not directly related to the process, the less likely registrars are to cooperate and provide answers to all of the rest of the questions if I may rephrase whatever either Jeff or James said.

Michael Palage: I think that's pretty lame. I mean they're either going to answer the question or not. And one would suspect that this should be on the website anyway as part of what happens with their domain name.

Alan Greenberg: It may well be but the question is what are we going to do with the information one way or another? How will it change what our outcomes are?

Whether there is revenue sharing or not or whether it's 1% or 99%.

Michael Palage: Well isn't one of the potential outcomes of this best practice recommendations? So if we see that a group of responsible registrars are sharing in that revenue to the benefit of the original registrant who's service contract allowed this auction to take place in the first place, that's not such a bad thing, is it?

James Bladel: Okay, we're saying now that it is possible for ICANN to issue a recommendation on what registrars should do with revenue?

Michael Palage: What I'm saying is - well actually, well let's stop there for a minute James and let's talk at what ICANN is when some of the registries wanted to auction off single letter names, ICANN talked about what they should be doing with some of their revenues.

So let's have that discussion.

James Bladel: Well we can sit - we could go back and look at that, perhaps we should.

Alan Greenberg: Jeff?

Jeff Eckhaus: Yes, I mean I think that comparing what the registry contracts and how it works with ICANN and saying ICANN does it to registries so let's do it to registrars.

I mean we talk about let's keep focused, like that is just a wormhole, it's not even close. Those people - it's a different contract and if you want to fight that battle, I'm not going to say hey, I think ICANN should discuss how registrars, what they do with their revenue.

I mean I think that's going to be - I don't even - that's a discussion I don't even think it's worth bringing up. But you really think it's relevant in comparing registrars in their competitive environment to registries, then I don't know how it works.

Michael Palage: But Jeff there's not a - Jeff, no. And this is where I strenuously disagree with you, this is not a competitive environment. The registrar record is holding that domain name and determining how it's allocated. It is acting like a registry.

That registrar of record in holding post expiration auctions is providing a registry service. So yes, I think this is within the bounds and yes, I am going to go there and will not back down.

Man: Yes, you know I'm going to withdraw my hand on that one.

Alan Greenberg: Okay, may I suggest we continue this on the list, I'd like to see some substantive discussion so we can try to find out not only who speaks last or who speaks loudest but what the general feeling is of the group as a whole.

Does anyone remember where we are? Okay, number seven was does the registrar or affiliate provide the registrant the right to say do not do anything with my name after expiration?

Michael I think I'm paraphrasing you correctly?

Michael Palage: Fine.

Alan Greenberg: Does anyone have any objections to asking that question. I'm going to be very surprised if anyone allows the registrant to say that but does anyone have a problem with it?

Ron Wickersham: Well yes, this is Ron. Yes, I think from focus even though I'm on the side of registrants rights, I just don't see this as being in the purview of what we're doing.

Alan Greenberg: Well I would disagree because this says does the - you know if we know that registrar X has a certain process, which might include auctioning off the domain name part way through the expiration process, we're asking questions does the registrant prior to expiration have a way of controlling that and saying use process X, not process Y.

Ron Wickersham: But I'm suggesting that if it matters to a registrant, then they choose a different registrar rather than impose a set of check boxes that the average person won't understand anyway.

Alan Greenberg: Anyone else have strong feelings? As I said I put a fair bet on the fact that we know what the answer's going to be in virtually all cases. So I'm not sure I see the need for the question, but I don't see the harm either.

Man: Ask it.

Alan Greenberg: Okay, we go ahead and leave it there for the next discussion. Number eight, does the registrar affiliate provide the registrant the ability to renew reregistered domain name once it has entered the auction period or completion of the auction process?

If so tell us about it. Any problem with that? I think that's relevant because we are likely to find out that domain names do enter a sale or auction process somewhere along the way and the question is, is that an irrevocable date where it's too late unless the original registrant participates as a buyer?

They know how to do that and have the mechanisms. So I'm happy with that. We - Siva you have your hand up and I note we have two minutes left in this call. Siva are you there?

Cheryl: Unmute Siva.

Alan Greenberg: Okay, let's go on. Question Number 9 was for registrars.

Siva Muthusamy: Yes, I'm here, Siva. I just wanted to agree with the post person. I feel very strongly that the question should be included.

Alan Greenberg: Okay, thank you. Okay, the next question is for registrars that have some - that provide auction services and again auction I think is a generic term there to making it available.

What number of registrants have exercised that right? Does this parse properly? Okay, I think what this is, is asking, it's not clear, is for the ones in question eight who allow the registrant to get back in after the auction has started, what number of registrants have exercised that right?

I think that's a fair question, I'm not sure it's worded very well but I think the content intent is fine. Then question ten is what percentage of overall gTLDs does the registrar own?

In other words, what percentage of the market are they controlling, and we said we would only use this number in a global presentation not attributed to any particular registrar.

And lastly we have a question of is the registrar responding on behalf of one or a family? Now I suspect some of these questions can now be - once we've accepted the format of question number one, I suspect some of these other questions can be wrapped into that as bullets within it.

And unless anyone objects on the next pass we will do that to make it again a little bit clearer what we're asking. Our time is up, some of us have another call starting now.

Unless there's any objection we will send out a revised version in the next couple of days and we meet again next Tuesday hopefully with full attendance that time.

Marika Konings: Thanks Alan, bye.

Alan Greenberg: Okay, bye.

Man: Bye guys.

Man: Bye.

Marika Konings: One more question. Alan?

Alan Greenberg: Yes, I'm here.

Marika Konings: No, I just wanted to ask you do you really want me to update the survey with the comments that were made now and the changes and already pose that for those that weren't here? Or wait till the next call so we do everything in one go.

Alan Greenberg: No, I think we should do a revision. Why don't you do a first pass on it then I will and I'll get it back to you quicker than I did last time.

Marika Konings: Okay, no problem, all right.

Alan Greenberg: Thank you Marika.

Gisella Gruber-White: Thank you Operator.

Coordinator: Thank you, today's call has ended, all parties may disconnect.

Gisella Gruber-White: Okay. Thank you.

END