GNSO
Post-Expiration Domain Name Recovery (PEDNR) drafting team
15 December at 19:30 UTC

Note: The following is the output of transcribing from an audio recording of the Post Expiration Domain Name Recovery (PEDNR) drafting team teleconference on 15 December 2009 at 19:30 UTC. . Although the transcription is largely accurate, in some cases it is incomplete or inaccurate due to inaudible passages or transcription errors. It is posted as an aid to understanding the proceedings at the meeting, but should not be treated as an authoritative record. The audio is also available at:
http://audio.icann.org/gnso/gnso-pendr-20091215.mp3
On page:
http://gnso.icann.org/calendar/index.html#dec

Present:
Alan Greenberg – ALAC - Chair
Michele Neylon - RC
Cheryl Langdon-Orr - ALAC Chair
Ron Wickersham – NCUC
Alaine Doolan – IPC
Mason Cole - RC
Mike O'Connor – CBUC
Berry Cobb - CBUC
Ted Suzuki – IPC
Jeff Eckhaus - RC
Dave Kissoondoyal – ALAC
Tatyana Khramtsova - RC
Michael Palage - CBUC
Tim Ruiz – RC
Shiva Muthusamy – At-Large
Michael Young – Registries
Phil Corwin – CBUC

Staff:
Marika Konings
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Absent apologies:
Karim Attoumani – GAC
Paul Diaz – RC
James Bladel - RC
Matt Serlin - RC

Coordinator: Welcome and thank you for standing by. I'd like to remind all participants that today's conference is being recorded. If you have any objections, you may disconnect at this time. You may begin.

Gisella Gruber-White: Thank you. And I'll do a quick roll call. Good morning, good afternoon, good evening to everyone. On today's PEDNR call on Tuesday the 15th of December with Alan Greenberg, Tatiana Khramtsova, Siva Muthusamy, Cheryl Langdon-Orr, Michele Neylon, Barry Cobb, Mike O'Connor, Jeffrey Eckhaus, Alaine Doolan, Michael Palage, Ron Wickersham, Ted Zuzuki, Tim Ruiz, Michael Young, Dave Kissoondoyal, Phil Corwin.

From staff we have Marika Konings, Glen DeSaintgery and myself, Gisella Gruber-White. Apologies for Pul Diaz, (Matt Serlin), James Bladell. And if I could also please remind everyone to state their names this evening. We do have a large audience. Thank you. Back to you Alan.

Alan Greenberg: Thank you Gisella. All right. As we were discussing before the recording started, unfortunately the two agenda items that we had for today are both not going to be presented due to Michael is - Michael Young is not quite ready to do the presentation he was going to do. And Marika tells me that there's really not sufficient new in the registrar survey to spend any significant amount of time on that.

Given that, I do have some thoughts on what we should do. But first I'd like to talk a little bit about next meetings and decide which meetings over the holidays are we going to try to hold and which ones are we simply feel there isn't going to be enough people around.

We're talking about meeting potentially on the 22nd and 29th. And then I'm assuming that they would resume regardless of what we do over the holidays on January 5.

Any thoughts on who's going to be around and who isn't going to be around? Should we try to hold one next week or not?

Michele Neylon: It's Michele.

Alan Greenberg: Yes.

Michele Neylon: No and no.

Alan Greenberg: Okay. That is you're not going to be around and we shouldn't hold a meeting. Did I get the questions right?

Michele Neylon: Well actually I (unintelligible). In that case it's no, no, no.

Alan Greenberg: Okay.

Michele Neylon: In other words, no 22nd, no 29th and no, you shouldn't hold meetings.

Alan Greenberg: All right. Ever again perhaps.

Michele Neylon: Don't be testing me (unintelligible).

Alan Greenberg: Is that a general consensus? It certainly goes along with my feeling that two days before Christmas, two days before New Years. To the extent that people are working, they're going to be busy trying to make up for the time that we'll be off.

Jeffrey Eckhaus: Alan, it's Jeff. I guess I'm in agreement with that as well.

Alan Greenberg: All right. And I'm assuming that majority of us are not taking extended New Years vacation somewhere warm or somewhere cold for those who are in warm places. And we will resume on the 5th.

Woman: Yeah.

Alan Greenberg: All right. Given that we don't have the major agenda items, what I would like to do is try to review where we are on this overall process. As many of you have noted, we've gone around in circles a little bit. And I think we've come to some consensus, if not unanimity, on a number of issues.

And I - to try to map out a way that we're going to go forward over the next number of months, I think it's important for us to understand what we have agreed to, where we're going to go from - going forward.

There's a number of issues that we have been talking about or around. One is the clarity of information that is presented to users, to registrants, and what, if anything, should we be doing about it to try to put us in a stronger position.

The second is do we actually need policy change? And the third item, which is very closely related to that in some people's minds to what extent is there a problem to begin with? And I'd like to try to look at these one by one and decide how we are going to go forward if not, you know, exactly where we're going to go.

The first issue I think I'd like to talk about is the issue of clarity of information. Do we believe in general that users are presented with sufficient information to make intelligent choices and to set their expectations correctly?

We have - we've heard a lot about difficulties in finding things. We've also heard a lot about - that we really can't have an expectation of things being a lot better because registrars have to worry about legal issues and cannot make commitments, which they are not sure they can completely keep. So we have a spread between what agreements say and in fact what happens.

I'd like to hear from people on where do you think we should end up with this and how do we get there? (Mikey).

(Mike):   Alan, this is (Mikey). I am quite entranced with the idea that we somehow encourage an English language version of the contracts being presented to registrants in addition to the actual contract.

                     And I actually wasn't kidding even though my note to the list is pretty lighthearted when I forwarded that example from another (company) as a model because I thought that that was quite spot on in terms of the way we can do it.

                     I don't - I don't think that anybody disagrees that you have to have a good contract. Nor does anybody disagree that ultimately the registrants are bound by that contract.

                     But I think what registrants really need is a good map and an easy way to compare the offerings of different registrars without having to read incredibly complicated contracts just to get the gist of it. And then when you get to the one that your really are thinking about clicking on, then for sure you need the actual contract to go and read the clauses that you're interested in.

                     So if we could get the consensus on that idea, I think that would be very helpful.

Alan Greenberg: I'd like to ask you a follow on question; then we'll go on to Jeff who has his hand up.

                     The lighthearted example you sent us too had a very short, very light, lighthearted I guess is the - is the right way - version of the contract. But then immediately followed it by what was essentially the legal contract.

(Mike):   Right.

Alan Greenberg: And the thing that has been proposed by a number of people is that we actually use plain language, which is I see the chat going on is using that expression, instead of the legal contract. And I think those are two very different points. One is an interpretation but not binding and the other one is an actual rewrite of the contract. Jeff, you're next.

Jeffrey Eckhaus: Yeah. So two things. One is I think - I think that was done by the chat. Part of it is done by the chat but I hesitate to say that has to be in English versus the expression I think somebody said in plain English.

But either one of those I'm a little concerned about having to distill let's say a legal contract into some other terms and then say okay, this has to be there, this does not. Because I'm still very hesitant and I know just as a registrar we would be un-stating saying okay, we're going to distill some of this into some other language.

And then what if some parts of are left off? You know, what if the person still doesn't understand what we consider that language? I'm just - that's the only thing I'm very hesitant about today that we need to do that. And to use other examples, like I know that, you know, to say hey, you know, for other languages - but in other examples.

But, you know, this is - remember that we're - with a domain you're purchasing - you're not purchasing a product. You're going into a service agreement, which is a lot different than some of the other (gurus) whose giving the examples too.

So if we are going into examples, let's make sure we use - we do apples to apples and we go into service agreements and service contracts versus I want to join, you know, Marriott Miles program. So just make sure it's so because it's easy to present other contracts and say hey, this was really easy to read but remember it's nowhere near the same level of a service contract. So I just want to keep that in mind there.

Alan Greenberg: Yeah. Based on what a number of people have said either on this call or privately and I'd like to hear from some of those people. There are a number of models around the world for telephone service contracts, which have made the transition. Tim. I'm sorry, Michele next.

Tim Ruiz: Yeah. I think Michele was up first.

Alan Greenberg: Yeah. Sorry.

Michele Neylon: Let Tim go first.

Tim Ruiz: Okay. Well I was just going to offer my opinion that you're doing a plain language version of an agreement that isn't necessarily binding but intended as, you know, for clarification. That's one thing. But to try to put a binding agreement into - completely into plain language, that might be a whole other task.

I'm not necessarily saying it couldn't be done but I think it would be difficult especially given that we only have - you know, there's only certain parts of the agreements and this may be part of what Jeff was getting to that registrars off that we could really have, you know, policy over. So there's still going to be, you know, a number - a number of other aspects of...

((Crosstalk))

Tim Ruiz: ...the terms of service that registrars will require that we wouldn't be able to actually require that way. So we'd end up with a mix. But I certainly think a plain language version that helps to clarify the legal agreement, that's a pretty common practice. It's something that could be explored.

And then the other thing is there is just aspects of agreement sometimes that in certain jurisdictions can't really be worded - have to be worded a certain

way in order for them to be binding and that makes it difficult as well to put them in plain language.

Alan Greenberg: Michele.

Michele Neylon: I pretty much echo what Tim was saying in principle the idea of using plain language. The only problem is whether it's legally binding or not. The problem I would see is the while we might make best efforts to putting it simple a language as possible the - under - what we - what we're trying to do or not do or we promised to do and what we promised not to do, et cetera, et cetera.

If the - if we exclude something from the plain language version either by accident or otherwise, how does that leave - how does that leave us standing? It's just it's a bit - the principle is fine. I'm just not too sure about the implications on a practical level.

And as a side note as well, this might be (unintelligible) as a (unintelligible) with the infamous registrant's rights and responsibilities document which is going to be coming out of another working group.

Alan Greenberg: Ron.

Ron Wickersham: Yes. This is Ron Wickersham. The - one thing that's come up in our discussions this in NCUC has been over the aspect of should there be an entirely uniform agreement at least the portions of the registration agreement that concern expiration and recovery of an expired domain name; if those should be absolutely uniform or if they should - or if there should be some variation.

And one of the - there's some people who are advocating well, people shouldn't - the registrar should be free to go beyond the baseline agreement if that agreement is more - is better for the consumer than the base agreement.

But I find it's kind of difficult to word something because thinking of how we would word it, it would be rather difficult to word it so that you could unambiguously state that you could make it more attractive or more beneficial to the end consumer.

So I've kind of been arguing on the favor of the same agreement for everyone just as we have with the dispute resolution process. We don't have separate agreements depending on who you register the domain name with. So that has worked okay having the same agreement independent of registers.

Alan Greenberg: All right. I put myself in the queue because I have a couple of more questions than answers. I understand the difficulty of putting what are essentially (legal) terms in simple language.

But when I look at some of the contracts, and certainly when look at some of the experience that Marika has found in trying to understand some of the contracts, expressions like the registrar may or may not do something sounds just too far. That's rather plain language. It's not hard to understand. But it doesn't define expectations very well.

And I understand language that may be there to cover the exceptional case where something doesn't work or can't be done. But that typically is covered in agreements in a more specific way. And I wonder to what extent can we legislate that contracts shouldn't have that level of vagueness.

The other observation I have is I'm not sure that the registered rights agreement or the kind of thing that Ron was just saying of a completely uniform agreement is likely to be viable when we're at the same time encouraging diversity, encouraging competition and encouraging different business models and offerings by the registrars. I'm not sure you can do the same - both sides at once. Michele.

Michele Neylon: Well the registrant's rights and responsibilities I think is part of the RAA 2009. So it's whether you think it's workable or not is moot because it's already been incorporated in the RAA.

Alan Greenberg: Oh, no. No. That's going to be there. But it only specifies the things that are in fact defined by ICANN ahead of time, not all the variants that registrars, you know, have chosen to build into their various services offerings.

Michele Neylon: Yes but they - but the thing - the thing is we're talking about whole post-expire domain name recovery. And I mean one of the salient topics that have come up multiple occasions in - on previous calls is in relation to notifications of various other things.

And based on registrars' experiences, a lot of it - a lot of the issues would arise from the fact that the registrants in many cases aren't aware they have to pay for renewals of domain names. So in some respects the registrant's rights and responsibilities would cover some of the areas of confusion. I'm not saying it's going to cover absolutely everything. But I think it would go at least some way towards solving part of - part of the perceived problem.

Alan Greenberg: Okay. Thank you. Cheryl.

Cheryl Langdon-Orr: It's becoming scary how often I start what I'm going to say by pretty much what Michele just said is covering what I was going to say. We have to watch this Michele. We're agreeing way, way, way too much. I think we should start an argument somewhere just on principal.

Michele Neylon: Okay Cheryl. How about - how about I keep interrupting you. How's that working?

Cheryl Langdon-Orr: That'll work. That'll work because I've can talk over just about anybody including you. But I think that the points, which were being made about it

being picked up by other workgroups is something we need to be very aware of.

And I'd be very keen to see between now and our next meeting perhaps some sort of small matrix or checklist where we believer there are aspects of our - of our role here within post-expire domain name recovery and what may in fact be being picked up or dealt with or discussed in other workgroups so that we can actually do a cross check with those workgroups and see if indeed our assumptions are correct or whether or not their making the assumption that we're dealing with it.

I don't want something falling through the cracks. However, what Michele said is absolutely accurate because some of us are on both those - both those workgroups in the RAA as well as this on.

Coming to a point Alan made, however, where the diversity or competition in choice is in some way limited by uniformity in the contracts. I think if we look to some of the models that are done in Allied Industries and might I suggest slightly more complicated being the licensing of domain names.

There are ways around that. And perhaps we could also look at how that's addressed and see that into the other workgroups whose job it will probably be to deal with this actual issue. Our recommendations are probably going to be limited by we believe that this, this and this should be addressed in registrar's rights, plain language contract, outreach education, et cetera, et cetera.

But we're sort of taking a higher-level view of some of these things at least as far as I can understand. Thank you.

Alan Greenberg: Thank you Cheryl. (Mikey).

(Mike): Thanks Alan. This is (Mikey). You know, at this point in the working group it would, at least for me, be really helpful if we could start writing some stuff down and hammering out some language that we can start editing as a group.

It seems like we are covering ground that we've covered before; no criticism implied for any of the folks who talked. It's just that, you know, we need at some point to start recording some of this stuff on paper and determining language that will work for folks.

Because what I - what I've heard in these last comments it seems like if we - if we run back to Tim's (comments) where he's making the distinction between rewriting, and to some extent Jeff's comments, rewriting very complicated contracts into plain English versus writing a plain language roadmap for that same contract.

It would just be nice to get some of these concepts embedded on a document we could then tune a little bit.

Jeffrey Eckhaus: Jeff. Yeah. I'd quick just add on point about I guess sort of the next steps in (putting this down). I guess I want to be clear on this just so we can say, you know, about what we're focusing on and what this group is here for. So we can't - I don't know. Maybe, you know, somebody could help me on this on where we're able to say what we, you know, our request.

But on the - let's say the plain language or however we're determining it; for this group, is that only going to be - I assume that's only going to be in reference to parts of the contract that describe what happens in - for the domain. So as it relates to post-expiration domain name recovery, not of the total contract. Is that assumption correct?

Alan Greenberg: Yes. Certainly our scope does not exceed past expiration.

((Crosstalk))

Alan Greenberg: We can clearly say how we want to - we can clearly say how we want to see that specified and that may or may not be - one may or may not be able to extrapolate that into other parts of the contract.

(Mike): Right. So...

Alan Greenberg: But the whole contract is out on our domain.

(Mike): But so what I'm - it's (Mike). I guess my thought is that is - I guess this is again with - I won't - I guess with crossing over into other groups is for (unintelligible) us like a registrar to say we wouldn't want this, you know, one (PDP) to finish and say this one has to be in plain language and then another one comes out and says it has to be in a different language.

And, you know, that sort of - you know, that (unintelligible) sort of format. So is there a way to coordinate between the groups? Is that Alan - is you - I don't want to put more work. But as it's shared, is there some way that, you know, that these discussions can somehow - I don't want it to (bleed) through but to have these discussions so that we don't have to do two, three times the amount of work. Is that possible?

Alan Greenberg: Well certainly I'd be making notes as we (are) along and two items up was we need to ensure that we mesh with the other working groups. That is, there's no gaps an no overlap.

(Mike): Okay. Thanks.

Alan Greenberg: Michele.

Michele Neylon: Well just kind of going back a bit on what (Mikey) was saying. I mean we've been having these conversations and every Tuesday for quite some time.

And while I do enjoy the banter and everything else, I think we do really need to look at at this stage, you know, how we can have something a bit more tangible rather than just kind of talking and talking and talking and basically coming back to the same thing.

I mean ultimately you're not going to change the registrar's opinions on certain things. You're not going to change other and stakeholder groups' opinions on other things. And I think we've kind of covered most areas in greater or lesser depth.

So I mean from my perspective, it would be - it would be useful and possibly more fruitful if we were to start looking at...

Woman: Oh. That's interesting.

Michele Neylon: That was nice.

Man: Isn't that nice.

Man: And now for our classical moment.

Alan Greenberg: Oh, Operator, help us.

Woman: Someone seems to be off the call.

Alan Greenberg: Is there anybody here who can help us? Oh my God.

Woman: Gisella.

Alan Greenberg: Oh that was good.

Michele Neylon: Ouch.

((Crosstalk))

Michele Neylon: Ultimately (unintelligible) it to be - there are - there are several - there are several kind of time period that we look at aiming to produce something even if it is just a case of okay, we've looked at X, Y and (Z). We feel that X is something that we're not going to be able to change. Y can be addressed by possibly some form of advisory or whatever. And maybe (Z) requires something else.

I don't know. I mean it's just, you know, what our - I think Tim mention something earlier on this evening. But ultimately just kind of talking and talking and talking about this isn't going to help anybody. So I mean if we need - if we could please move toward something a little bit more tangible with actual goals, it would be helpful.

Alan Greenberg: Well one of the questions I have, which is much more focused than discussion of what the language should be, and it is do we believer there is registrants - there should be certain clarity to what the registrants can expect in any given contract.

And this goes back to what Michael Palage was talking about a good number of weeks ago. Should registrars be tied to saying what is actually going to happen as opposed to, in terms of the contract, leaving the window wide open for options? Because I'm not disagreeing. I think we do need to start writing this down.

But that's one of the key issues I believe in, you know, the question of do registrants have a reasonable expectation of getting back a domain after expiration. If they read the agreements, will they understand what their - what rules they're operating under? Ron.

Ron Wickersham: Well, I think - I mean I totally agree that the language issue is important. But I go back to the point where if we have varying contracts, even if they're

modeled toward plain language, I don't think in - there's any kind of competition really supported by the aspect that you have to read all of these varying contracts from - to select a registrar based on a contract language.

So I - so I can - I can make a point of saying if you had a uniform ICANN policy about post-expiration recovery that says, you know, this will happen when the domain name expires, you know, the - an email contact will be made this many times. This is the process you go through.

Then someone has - then we have a chance of having education work because if those rules apply no matter what registrar you've chosen. But the - but that doesn't mean that you could - that an individual registrar couldn't compete on the basis of saying we do - we do more.

But that absolute uniformity, which could also be posted on the ICANN site so registrants could look to a central place for education. But then they could say oh, in addition to the email that ICANN requires, we will also make a telephone call to remind you that the domain name needs renewal.

So it doesn't - it doesn't - having the uniformity doesn't preclude additional competition but it isn't all stirred into the - into the mix. There's the uniformity and then there's a section where in addition to what we're required to do, our registrar - our registry will do more for you. So please register your domain name with us because we offer these additional services.

So does that help preserve the competition aspect that you were brining up?

Alan Greenberg: Jeff.

Jeffrey Eckhaus: Yes. This is Jeff. So I think if you're saying that hey, these are the things that ICANN requires and that needs to be put in there like say, you know, I've forgotten what it is two - you know, the two emails on the renewal notices beforehand. That's fine.

But I don't think forcing somebody to say a registrar say you'll have X number of days or Y number of days, you know, as a minimum, that's not required by ICANN policy or contract. And that would also - it's not about the competition but I think you heard from one of the registrars who's a very small registrar and doesn't necessarily have the funding to float the domains for let's say, you know, 35 days. They might delete or do something else after four or five days.

So you can't force registrars to - well, you know, how to conduct their financial policy on that front. So I would say if it's - if it's about, you know, the notifications and the other pieces, I'm fine with. But dictating on what registrars do and their financials, I would stay away from that. I would be very much opposed to that.

Alan Greenberg: I'll just ask a question. I mean right now as I noted in the chat, we have uniformity with virtually nothing being guaranteed or required by ICANN. Do the people on this call believe that we should be setting that level somewhat higher than that? And there are financial issues but financial issues are not the only ones. Barry.

Barry Cobb: (Unintelligible). This is Barry Cobb. A couple of things. And I guess first and foremost is, and this is a kind of a many lessons learned from the RAP working group, is when we start using the word uniformity, it really seems to scare several stakeholders.

And so I think that we ought to use caution with the word uniformity and start looking at one of the things that we come up with is minimum baseline. That still allows the element of competition and differentiation to exist in the marketplace.

And the reason why I say minimum baseline, and (Mikey) I know has brought this up several times, is the fact that in some of our research that we looked

at in the RAP group, inventory and contracts and the like, you know, a couple of those standard sections and registration agreements dealt with renewals and expiration.

And in - and I'll just briefly touch on a number but roughly - there were about half of our - of our pool that we reviewed through that didn't seem to have any formalized section relative to renewals or expirations. And that in of itself is the inconsistency that leads to the gap where people or registrants may not understand what they're getting into.

So, you know, I think when we start talking about plain language and some of these things, that's all well and good. I think first and foremost we need to start with some sort of minimum baseline that requires registrars to say, you know, here is our policy on expiration, here is our policy on renewal.

And starting with that is good because having reviewed through a lot of these contracts, you know, the language in there isn't necessarily that difficult to understand. But more importantly if it's not there at all, then nobody can understand it.

And then just to kind of carry it to the next degree, which I think is very passionate to Michele, is wholeheartedly registrants aren't reading these contracts. And I'm probably the grossest offender of that. And the number of domains that I've acquired over my years, I probably never read one contract up until I started getting involved in ICANN.

And so that's part of the gap and that really leads to what (Mikey) has suggested is that there's some other platform by which we for lack of a better word dumb down contracts so that registrants can better easily understand it. But I think most importantly at the time of the registration, et cetera, is that we somehow kind of force feed educate them as to what they're getting and not getting when they get that particular domain.

So again, just to summarize, we need to close the gap from a true contract perspective that there are some sort of minimum requirements. We need to look at some sort of platform or best practice in which we can educate the registrant on expiration and renewal and going from there.

Alan Greenberg: How do you propose if - Barry if I can keep you on the line, how do you propose we come to closure on what this minimum baseline is? To quote a statement that was made in - at the meeting we held in Seoul, any ability of a registrant to recover a domain name after expiration is at the, I'm paraphrasing, but the goodness of heart of the registrar. Because there is currently nothing which requires that that be done.

How do we go about deciding on and recommending to ICANN and the Board where to set that minimum baseline?

Barry Cobb: That is a good question. And this is just personally Barry speaking. You find that that's the breed and you build upon that. And so we can all kind of speculate who may be best of breed, some of which are on this call, but at a very, you know, at the very minimum we do a survey of who the good players are that seem to propagate and promote what their policies are relative to expiration and find - and minimize to help create that baseline if that answers your question.

Alan Greenberg: It does. (Mikey).

(Mike): Alan. This is (Mikey). I just want to jump in sort of in answer to your question and say that while there is no recourse once the domain has expired. I think we're also in need of writing some of this stuff down. We've had a lot of conversations about the stages of expiry. And before a domain has expired, there are various and sundry sort of gray area periods where the domain (has been)...

Alan Greenberg: Maybe we're - let's be clear. When I'm using the term expired, I mean the end of the one-year or end year period under which you register that domain. We're not talking about any of the time after that. That's past - that's post-expiration.

(Mike): So I think that - just to amplify what Barry said, you know, we really need to write some of these observations that we've already made down. And once they're written down, then it's easier to edit them.

You know, one of the problems with these calls is that Alan, you've asked the same questions a number of times. And each time we're in different moods and different (unintelligible) come to different conclusions. We need to start scribbling some of this...

((Crosstalk))

Alan Greenberg: Yeah. No that's - point was well taken. Sorry. I didn't mean to interrupt.

(Mike): Well that, you know, that's where I was headed. I mean, you know, I think that we can distill a pretty good chronology of the phases of expiry which we can distill the major components of that. We can encourage a baseline across registrars that's not terribly stressful to the registrar community as minimum expectations that's consistent across all registrars.

And then registrars are free to go beyond that baseline and then describe the whole thing in some form of plain language whether it's in the contract or as an addendum or a roadmap in front or something. But some sort of on-the-spot education for registrars or registrants when they're making the purchase decision whether or not to engage this (unintelligible) in a contract.

I've been on the call I think for domain names like which registrar, what registrar and compare registrars and all of those names are registered but nobody's using them yet. So if anybody's got a name like that, I think one of

the things that would be very helpful if somebody just went and read all the contracts and wrote down what they say about expiry and just put them on the Web so the consumers can compare them.

Alan Greenberg: Michele.

Michele Neylon: Right. (Unintelligible) kind of try to get them back into coherence. Well first couple of things. If it's - the idea of minimum baseline is a hell of a lot more palatable than uniformity. And I can - for a multitude of reasons, if nothing else, GoDaddy and eNom are both based in the United States and fall under U.S. jurisdiction. We're based in Ireland. The only difference is in legislations. So the uniformity things would scare me.

Best of breed concept, I mean I would look at the - at somewhere like (registrarstats.com). Nobody's forcing people to register domains with GoDaddy or Network Solutions or register.com or eNom. If they were - if they were total scumbags and treated all their registrants like dirt, they wouldn't hold the market share that they hold. So obviously whatever they're doing can't be that (abhorrent).

And the other thing is in terms of moving forward with things, we have a document from the GNSO Council, which gives us a charter. So there's several questions on that - within that charter that should be addressed.

And maybe it's a simple case of going through those (questions) one by one and (going right) do we have anything to say at this point. Do we - or do we think that this (unintelligible) is worth addressing, yes or no.

Let's work on what is there rather than going off into wonderful tangents about making the world a better place.

((Crosstalk))

Alan Greenberg: Could our - could our heavy breather mute please? Tim.

Tim Ruiz: Sorry I had mute on. Yeah. I was just going to mention that there are - there are a few requirements that are across the board. I mean that - for example, the thing we talked about sending a minimum of two notices. And I think the deletes policy, consensus policy that was done a few years ago adds a few others to that.

So I thought one way to maybe start would be to look at those. Okay, what are these at least few things that are required or are a minimum that all registrars, you know, must do. That way we'd have at least the existing baseline to work from.

And I think because I've heard, you know, that there's the current level of uniformity is nothing. If that's true, then it's probably because there's some enforcement issue because there is a baseline of things that need to be done or that are required to be done by all registrars.

So it might be to the group's advantage to take at least a minimum amount of time to try to put that together and - so that - so we have that to start with. But I think that's missing right now. Or at least there doesn't seem to be a lot of agreement on what that is but I think it could be put together fairly easily.

Alan Greenberg: Right. I think the point's been well taken. If we start writing it, then at least we can - we can note the people who disagree and try to move forward on some common ground.

If nothing else, I learned a lot over the last month in terms of the trademark group that GNSO put together and the fact that it is possible for people of good will to come to common ground when they start off at opposite ends of the earth. Cheryl.

Cheryl Langdon-Orr: Thank you Alan. Just going back to the slightly earlier discussion about with those tools where potential registrants or registrants on renewals for example can go and have a little look at what differences or otherwise occur and where the uniformities in the contract are.

On a price only example, the one I've just put in whatsinaname.com.au is a very simple, very well known tool here in Australia. Now it only runs on price comparisons. But there's no reason why such a model couldn't run on contract comparisons or features and benefits comparisons or anything else that the industry would like to use as the offerings for helping consumers navigate their way around.

One of the things I use this particular tool for, and it happens to be a very mutually based tool. It's not run by industry. It's actually run by one of our directors of AEDA as a - as a public service for the want of bare words. And AEDA does support its activity. So ICANN could do a similar thing.

One of the things I tend to do from my perspective when I'm advising someone as to where to get their domain name from is I don't want to compromise my position in AU, (DIA) or (AUCD).

So I say look at this tool. Use the hyperlinks and then compare what each of these offerings are going to give you and see whether it matches your need. And it means that you're not giving biased advice but you are encouraging people to find an easy way to find best practice players.

Alan Greenberg: Thank you. Anyone else? I expected Mike Palage to have some comments around now, but I haven't heard him. Is he really on the call? No. He's muted.

All right. We've spent an hour talking about this. I think in fact we have drifted into the other areas I was going to move to and that is should we be in a position to actually specify policy. In other words, is the status quo sufficient or do we need to?

And I'm hearing more and more consensus or at least a movement towards one that we should be looking at baselines, which may well be above where we are today.

But I - and I think the tone is we shouldn't be trying to do absolutely the best possible offering today but at least set reasonable expectations. Marika has just put up the expired domain deletion policy. Would you like to speak a little bit?

Marika Konings: No. This is Marika. Just to Tim's point where he was saying looking at the current provisions and maybe go from there. So I thought it might be helpful just to put that up so people can scroll through it. I mean these provisions have now been integrated into the new RAA but it might be a starting point for those that want to look at what the current baseline is. That's why I put it up.

Alan Greenberg: I think the problem with most of the terms in there, and there are a few that are relevant and particularly the 45 day period by...

Marika Konings: Yes.

Alan Greenberg: ...which a name has to be deleted or renewed. Is - and I may have said this on this call before. I'm not sure. The day that that announcement was made about EDDP, ICANN made another announcement the same day saying that two large registrars had changed the terms of their contract so domains could be reassigned to other people during that period and effectively made the protections in EDDP moot.

So although there are some very carefully specified in EDDP, we are having this PDP again. Therefore, apparently wasn't fully satisfactory. No one else has anything to say? Okay.

The other items were where do we go from here in terms of actually setting policy. And as I just said, I think we're starting to come to an agreement that maybe we do need to set some minimum based, excuse me, some minimum baseline.

Let's see - sorry. (Seva) has his hand up. Why don't you go first and I'll continue.

(Seva Watazami): Yeah. I was looking for Mr. Young's presentation. It was cancelled today. Will we have - will we have it scheduled for another day?

Alan Greenberg: We decided earlier in this meeting we won't have another meeting until January 5 I think and I'm hoping that Michael will have something to talk - to talk about by then. I'm not sure - I'm not sure I'm going to pin him down on this call right now, but hopefully. Anything else? (Seva). No. (Mikey).

(Mike): Just because I'm in training is water torture mode today.

Alan Greenberg: Oh good.

(Mike): When Michael presents his proposal, could he have something written down instead of just talking it off on the call so that we can see something that (unintelligible)?

Alan Greenberg: I think that's a reasonable expectation. I will admit I was guilty of trying to put some - a little bit of pressure on Michael to try to do it sooner rather than later. And there was just not enough time to do it properly. But we will - we will do our best to make sure there is something you could have seen ahead of time and something written.

(Mike): I think the key here is that a lot of these written - early written documents don't have to be perfect. They can be an online that just describes the major

points in bullet form with the expectation that beautiful flowing paragraphs are going to get written later.

But, you know, it's so hard to constantly sort of cycle through the same discussion without any kind of framework to sort of hold a consensus thought together. That if - I'm just sort of (unintelligible).

Alan Greenberg: Noted I think. Whoever's typing on a noisy keyboard without muting, would appreciate it if you could either stop typing or mute. Whoever it is just stopped.

(Mikey), are you continuing or you're ended.

(Mike):   No. No. That's it. That's all.

Alan Greenberg: Is Michael Young on the call still? I tried to page down and see. He is not or is he muted? No. He's not on the call. I will pass on that request to him then.

Any other thoughts on where we go from here? The message is clear that we need to start writing something. We need to start coming to conclusions at least in note form if not something better. And we seem to be moving towards a decision that we are in a position to start recommending minimum baselines and have them passed as official policy by ICANN.

(Seva) again.

(Seva Watazami): (Unintelligible) the thing about (elaborative) workspace maybe something like Google Docs, which everyone else should be able to edit. And so that should begin the process.

Alan Greenberg: Noted as a suggestion. Ron.

Ron Wickersham: Yes. I just have a question. Do we - do we have a firm end date in our (remit) from ICANN? Or do we just proceed until we're finished?

Alan Greenberg: Typically the latter. Although if there is a determination that we're not moving anywhere, other action can be taken. Marika.

Marika Konings: No. I just - this is Marika. I just wanted to let you know that of course there are already prescribed timelines for everything but, you know, not realistic. But one of the first outputs of this group is expected to come out with is an initial report that's prescribed by the bylaws as one of the steps in a policy development process.

So in an initial report normally the, you know, the group describes the process, you know, discussions it has had. You know, we summarize the public comment and a constituency statement. And there's also an opportunity for the group to maybe put forward some ideas or suggestions that they would like to test with the ICANN community and receive feedback on before actually deciding on, you know, final recommendations.

So that's something to take into account if, you know, if the group cannot come to agreement now, it's an opportunity as well to put down - put down some ideas and get some further feedback as well on how certain things might be implementable or how they might work or how they are perceived by others in the community, so.

Alan Greenberg: Okay. Thank you. Anybody else with any comments at the moment? If not, I think we have our marching orders. And what I would like is a couple of the people who have been proposing where we go from now to try to put some thoughts together in writing also.

You know, just emails to the list will be a good start. And that gives us a place to start putting our stake in the ground and more important perhaps gives

other people a chance to rebut or disagree in a way that has a little bit more permanence than just these calls. Marika.

Marika Konings: And this is Marika. I'm happy to, you know, prepare some kind of first draft outlining the different elements, you know, we already had the public comments and constituency statements and start integrate that into, you know, kind of a template that we then can fill up with all the other items.

And I'm happy as well to put in there some of the notes I've been taking on the different meetings going through the different issues. That might help serve as well as a basis for further work.

Alan Greenberg: Okay. Thank you. (Mikey).

(Mike): That's - this is (Mikey). That's exactly what I was thinking. Marika, do you think that you could have that draft done by the meeting on the 5th of January?

Marika Konings: Probably not.

(Mike): Yeah. But I was just trying.

((Crosstalk))

Marika Konings: I'm hoping to have some holiday (unintelligible) during Christmas and New Year's and as you know I have some other reports that we're currently addressing as well. But, you know, I can definitely do my best and try to have something out there. But I think the 5th is too ambitious.

(Mike): Well, you know, I guess my thought here, this is (Mikey) again, is that rather than trying to come up with a final draft, if you could simply put the highlights of your notes in an outline. It would be very helpful just to sort of reconstruct

this argument. Again, I don't think we need to come up with a final draft before we start working on whether or not we have consensus.

But rather than having four or five people firing off disjointed notes to the list, I really think that we need somebody, either Marika or somebody else in the working group, to pull together that outline with at least an initial draft and then maybe use the working group wiki. I'm not sure if we've got - I presume we have a wiki for this...

((Crosstalk))

Marika Konings: Yes we do.

Alan Greenberg: We do?

(Mike): Have that as...

Marika Konings: We have a wiki.

(Mike): ...a shared workspace.

Marika Konings: Yes.

(Mike): You know, it's just time to start getting some of this down on paper.

Marika Konings: I'm happy to have a first go at that. I just don't know if I will be able to have something ready by the 5th as well seeing that I still hope to finalize as well by that date the registrars survey. That's another (unintelligible).

Alan Greenberg: Well, you can disagree with me. I think it's more important to get a summary of where we're starting to converge or where we diverge even in note form as opposed to the draft of the report itself. I hear resounding agreement.

Cheryl Langdon-Orr: Yeah. Cheryl here. Sorry. I should have had a - I was in another screen doing things. I should have put my hand up. I thought that the wiki had some matrix tool, you know, some opportunities to put up in sort of little boxes, small bite-size pieces to weigh in and to comments in other lines after that. Perhaps that might be a way forward as well.

I'm no wiki expert. I just think I've seen it on other ones.

Marika Konings: This is Marika. The only challenge with wiki if you're really, you know, I think (you can) make notes and put comments there it works well. But the wiki doesn't really work very well if you really start editing in text and, you know, tried to have tracked changes where you can see what people have changed or added.

So for putting those together, I think the wiki, you know, will be a helpful tool. I'm happy as well for entering stuff I put together to first put it there so people can add stuff. But it would probably be easier, you know, to use - to track changes on Word...

((Crosstalk))

Marika Konings: ...add it in that way.

Cheryl Langdon-Orr: Well what collaboration space do you propose we do use because least I find equally limited when I get 3 or 400 emails a day, my likelihood of picking up one that takes me to the list to make a contribution, an email list, yeah, it tends to be putting my I'll get around to it pile, not in my do it immediately pile. And then it gets, you know, six pages further on.

Something - how do we - do we use the Google Docs as (Seva) suggested? Because I'd be happy to do that. I'd just like to know what tool we are going to use.

((Crosstalk))

Marika Konings: I've never used Google Documents but I'm happy to look into that. I mean as we've done with other working groups either indeed having some wiki pages to allow for some initial discussion and then normally move all of that into a Word document that people can have an opportunity to either, you know...

Cheryl Langdon-Orr: Yeah.

Marika Konings: ...review together in Adobe Connect, you know...

Cheryl Langdon-Orr: Yes.

Marika Konings: ...like we do here or...

((Crosstalk))

Marika Konings: ...and I normally incorporate all those changes to one document so people can see what has been suggested or has been changed.

Cheryl Langdon-Orr: Cheryl again. Look, I'm an (unintelligible) but I'm perfectly happy to use, you know, proprietor software. There's all sorts of things that we can use including comments and edits in an ordinary PDF world. Don't care what. Just put something.

Alan Greenberg: I think at this point the wiki is the most generally accessible and it's moderately easy to make comments. But I agree with Cheryl. I don't think for this large a group or even for this wide a group in terms of what they normally use do we want to go into anything with collaborative editing or trying to as a community build the final report.

But I think we do need a place to collect input. And the wiki I think is probably as good as any in terms of something that's going to be useful quickly by most of us.

It's, you know, your note about 500 emails a day is well taken. On the other hand, if you tell me I have to learn a new tool to be able to participate, we're cutting down participation very significantly I'm afraid.

Cheryl Langdon-Orr: That's why doing things in Word and (Adobe)-type documentary format where everyone has a different color and their initial attached to it, and we can, you know, agree or disagree on them within an (Adobe) Connect room environment sometime mid January is another way forward. Just depends on how many open source purists we have.

Alan Greenberg: See a lot of checkmarks on the list.

Marika Konings: Yeah. This is Marika. Because I have to admit I mean we do work quite a bit with wikis and there are only a few people that actually I think either are (unintelligible) or have time or a like I should go into the wiki and do it that way. And I think there are probably more people actually just go through a document and make their comments in email or red line it. And there are a few dedicated people that actually use the wiki I think. But that might change.

Cheryl Langdon-Orr: Cheryl here. Look, the wiki is an excellent form of archiving public space, you know, that other people can observe, et cetera, et cetera. I think that's very important. It's part of that toolbox.

I'm just (trying) to get us to use any particular tool that's going to work and anything that I can put into my drop box and pick up regardless of what I'm using to connect to the Internet over the silly season, you know, even if it's just my PDA, is going to be more likely to get my attention than something that's, you know, going to require me to be tethered and connected to a particular - a particular list order.

But let's design for getting something out in the middleish of January that we can be, you know, quite literally going for consensus on.

Alan Greenberg: Okay. I certainly accept that as a challenge and a target. Any other thoughts at this point? In the absence of any, I'll give you back your next 12 minutes of your life. We will meet again three weeks from today. Is that correct? One, two, three. And I wish you all a good holiday season, a good new year, a restful time. And we'll come back ready to work and ready to close this thing up before Nairobi, right.

Woman: Yeah.

Alan Greenberg: I expected more giggle than that.

((Crosstalk))

Man: ...for the low flying pigs.

Cheryl Langdon-Orr: Well can we - can we at least try and get the initial report out before Nairobi so it could be discussed in Nairobi?

((Crosstalk))

Marika Konings: ...the challenges there that the report will need to be out by the 15th of February.

((Crosstalk))

Cheryl Langdon-Orr: ...talking about mid January for consensus.

Alan Greenberg: We're not likely to have a report by then I think but we certainly should have something of substance to talk about.

Cheryl Langdon-Orr: All right then. I may have to settle for a first draft. But...

((Crosstalk))

Cheryl Langdon Orr: ...can't we?

Alan Greenberg: I personally - I'm thinking on my own behalf only. I've taken on too many over zealous challenges recently. I think I want a reasonable one here. A happy holiday to all of you, a good rest and we'll see you in three weeks.

Man: Thanks Alan.

Alan Greenberg: And...

((Crosstalk))

Alan Greenberg: ...to you Michele.

Man: Bye everybody.

Man: Bye.

Woman: Bye

Man: Bye all.

Woman: Bye all.

Man: See you next year.

END