
ICANN Transcription

Transfer Policy Review PDP WG

Tuesday, 23 April 2024 at 16:00 UTC

Note: 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. Attendance and recordings of the call are posted on agenda wiki page: <https://community.icann.org/x/hAATEw>

The recordings and transcriptions of the calls are posted on the GNSO Master Calendar page <http://gnso.icann.org/en/group-activities/calendar>

DEVAN REED:

Good morning, good afternoon, and good evening. Welcome to the Transfer Policy Review PDP Working Group call taking place on Tuesday, 23 April 2024. For today's call, we have apologies from Sarah Wild, RrSG, James Galvin, RySG. They have formally assigned Rich Brown, RrSG as their alternates for today's call. As a reminder, the alternate assignment form link can be found in all meeting invite emails. Statements of interest must be kept up to date. Does anyone have any updates to share? Please raise your hand or speak up now. All members and alternates will be promoted to panelists. Observers will remain as attendee and will have view access to chat only. Please remember to state your name before speaking for the transcript. As a reminder, those who take part in the ICANN multi-stakeholder process are to comply with the expected standards of behavior. Thank you. And over to our chair, Roger Carney.

Note: The following is the output resulting from transcribing an audio file into a word/text document. Although the transcription is largely accurate, in some cases may be incomplete or inaccurate due to inaudible passages and grammatical corrections. It is posted as an aid to the original audio file, but should not be treated as an authoritative record.

ROGER CARNEY: Thanks, Devan. Welcome everyone. Not a whole lot to bring up before we get started, but I just wanted everybody to note. We do have one more meeting next week and then we'll be off a week for the Contracted Party Summit that first full week of May, and then we'll come back and we'll have about, I think Berry told me, four weeks of meetings before we head to ICANN 80. So the goal is probably to wrap up as much discussion as we can today and hopefully resolve the last few open items and really get started next week and beyond into our initial report. And hopefully we have a good progress by the time we get to 80. But that's the goal. Hopefully we can wrap up the last few items here today and move forward.

So other than that, I think I will just open the floor up to any stakeholder groups that want to bring anything forward, any comments, questions, discussions they've been having that they want the working group to be made aware of. So I'll open the floor up to any stakeholder groups. Ken, please go ahead.

KEN HERMAN: Thank you, Roger. Ken Herman for the record, non-commercial. I just wanted to share with a group I've been having discussions with the stakeholder group about, mostly about Recommendation 17. For the other recommendations, some input's been filtering in. I'm not seeing a lot of really problems with many of the other recommendations where people are really having problems with the text. I'll try to get things into the document as soon as I can.

But the issue with Recommendation 17, I've tried to focus discussions on that because that's what we're talking about. And the input that I'm getting back is, well, I think people understand and I tried to convey some of the concerns by other stakeholder groups regarding their problems with the lock, essentially. And what's been pointed out to me and what I think we've discussed a little bit is that the lock is in place for basically a protection against the domain theft. And frankly, the evidence of the impact of the lock is a little inconclusive to us.

The lock's been in place for a long time, so people have pointed out that it's how would we know whether it's having an impact on it, unless you take it away, and then there's a spike of some kind. So being that it's inconclusive really makes it problematic for any kind of change. There does seem to be a lot of support for reducing any locks to 30 days, whether it's on the, particularly on the inter-registrar transfer. So 30 days seems to be what people are comfortable with. And to be honest, I think it's a lot of inertia. People are familiar with the locks. And when it comes to familiarity, I did point out that there is concern among some stakeholder groups about the difficulty that professional domain managers had for a long time with regards to the lock, and people are sensitive to that. Some have pointed out that, well, this is not new, that we've had a lock, particularly a more comprehensive lock at 60 days for a long time. And by now, professional domain managers would have known how to manage through that. It's potentially problematic for some stakeholder groups, but it didn't rise to the level, at least within ours, as you would expect, didn't rise to the level where it felt it was really necessary to remove it.

Regarding the ability to remove a lock by a registrar, that becomes more problematic. And basically, they're saying that providing the ability of registrars to undo a lock really enables a registrar to manipulate or potentially undermine the protection systems, but mostly the trust of registrants. I think everybody understands that around the table here, we have a group of very committed, very sensitive registrars. And I think my stakeholder group appreciates that.

They also understand that not everybody in the registrar business is always so professionally managed, and they're fearful of sort of increasing state pressure. The non-commercial community has a lot of sensitivity about state actors, because we have in our group many operators that are perhaps not so welcome in many places. So the ability to manage and having these things in place, they feel is an important protection for them.

I think we're still looking forward to the discussion today about what some of the alternatives are, and I'll certainly be able to convey that to my stakeholder group. But at this point, I'm seeing a lot of resistance about taking away a 30-day lock and a substantial amount of resistance to any kind of way to remove a lock that involves the registrar doing it. Thanks, everybody.

ROGER CARNEY:

Great. Thanks, Ken. I really appreciate that, and I'm glad you're having those discussions. And you've hit on both topics that we need to cover today and get through and get resolved. And again, I think we need to be careful. I think we mentioned it last time and maybe the time before on what locks there are today and what

locks we've introduced in Group 1A and what we're talking about. So again, both of those topics are going to be coming up today. So I think that that's great. And again, I appreciate the stakeholder group taking the time to discuss those. But Jothan, please go ahead.

JOTHAN FRAKES:

Thank you. That's good input. And yeah, I wish all things on the internet were just pious, right? It would be so much better. So the spectrum of registrars, I think, is one of the challenges we have in different business models. And it's why I've been suggesting we probably need the flexibility to electively step back from this concept of lock. In the case where I'm describing this lock, I really want to re-emphasize that we would be making an exception, but we would be really making sure that it was an informed decision, an informed consent, and that we were keeping an abundance of documentation about taking that exception when we do apply it. I wanted to note that, and hopefully that might calm others about this.

The other thing I wanted to comment on, totally separate from that, is that ICANN has us renew as registrars every five years. And as part of that process, ICANN has an incredible training program, learn.icann.org. And I went through the training because it's mandatory that there is someone who does go through this training. And the information about transfer, I had to retake the quiz a few times because it was already a little bit out of sync with how transfer is currently working with Temp Spec. And then we're discussing the changes in this group. I got very, very confused thinking in terms of what era I was in with respect to transfer.

But one of the things that came up in the discussion was that we as registrars, when we agree between each other, the gaining and the losing registrar, have the ability to roll back a transfer or reverse a transfer. And that could, in fact, be affected by affecting a transfer back to the losing registrar. So I wanted to just give that case as being something that was covered under when we're discussing this lock, that I would not want to see this 30 or 60 or whatever period of days lock keep us from being able to, when we're in agreement, collectively between the gaining and losing registrar, roll back that transfer, whether it's an actual rollback with the help of the registry or it's an actual subsequent transfer back to the original registrar in those cases where we need to do remedy for the customer. Thank you. Great.

ROGER CARNEY: Thanks, Jothan. Owen, please go ahead.

OWEN SMIGELSKI: Thank you, Roger. This is Owen Smigelski for the transcript. And Ken, thank you for sharing the feedback. I do appreciate and want to know and understand the concerns of the other constituencies. But like Jothan said, this isn't just going to be something that's going to be Wild West and suddenly there's going to be locks being removed left and right and at a crazy pace. This is the exception. And this is a very outlying scenario, but it's still something that's there that causes frustration to registrants who complain to ICANN about this. It's something that they complain to registrars about this and that's why a number of the registrars in this group are advocating for it. We're not coming here just

because we want to create a Wild West where just domain names are being thrown around and moved around and stuff like that. You know, there are registrars who legitimately would like to have this for their business purposes. And that's why we're coming here. That's why we want to put some safeguards in place just to make sure that this isn't something crazy that's going to cause concern and stuff like that. And while we do appreciate those concerns, we ultimately are the ones who have registrants and we're the ones who want to make sure our registrants are protected. So we're not putting something in place that would endanger them or harm their potential their access to their domain names and stuff like that. So I just want to keep that in mind going forward. Again, this is something that several registrars are asking for in this and something that we could help with our business models for a number of reasons. And so that's why we're trying to bring this forward and find something that can satisfy us, but also as well as other parties and their concerns. Thank you.

ROGER CARNEY:

Thanks, Owen. And again, we're going to get into the specifics here. You know, again, the two main items on our agenda are specifically this, so it's good. But Catherine, please go ahead.

CATHERINE PALETTA:

Thanks. I want to make sure, I know maybe we're jumping ahead and this would all also happen when we're on the agenda, but my hand's already up, so I'm going to go with it. I want to make sure I understand the like, bad scenario that we're protecting against by

this lock. And for the sake of this example, I'll assume I'm a naughty registrar. But Name.com is not a naughty registrar.

So someone registers a domain name at registrar, an angel registrar, good guys. That domain for some reason, it's registered for three years, some reason gets stolen out of an account and transferred to my naughty registrar. And naughty registrar gets this new customer with this new domain name and that customer comes to us and says, hey, we actually want to transfer again because I'm doing mischief stuff and I'm kind of shady, but I'm trying to get out of the clutches of that last registrar. Yes, it's com.name. There we go.

So then naughty registrar says, oh, yes, I love being sneaky. So I'm going to unlock this for you so you can kind of get out of their clutches. But the original customer at angel registrar says, "Whoa, where did my domain go? Angel registrar, what happened to it?" And angel registrar says, "It transferred to naughty registrar, and you need to go talk to them, or I'll reach out to them and we'll try and get the domain back." Naughty registrar says, "Oh, sorry. You know, we already let the domain transfer. You can't come complain to us. Bye."

Doesn't the original registrar have recourse to go against now that third registrar? And also that the original registrant can now go complain to ICANN and say that the transfer policy was violated. Previously, when the domain was locked, there was no violation of the transfer policy, because the domain got stolen. And as long as everything followed the transfer policy, the original registrant didn't actually have anything to complain about to ICANN.

In this case, the complainant can say, I think naughty registrar violated this rec 17 by unlocking the domain before the 30 days were up. And ICANN can go investigate that and say, you're right, naughty registrar did violate the transfer policy, and that can help facilitate getting that name back. I guess this seems to me to be an improvement for registrants who get their domain stolen. And I also think the fear of naughty registrars is maybe a little misplaced. I don't think there are quite as many as maybe folks think, especially given that you're on the hook for this. Like, this is a breach of the transfer policy if you don't have all of these requirements.

Now, if the argument is that we should change what it means to have an established relationship to make it harder to lift the lock. I think that is a conversation we can have. But if we're just eliminating the lock, I don't think that makes any registrants safer. Thanks.

ROGER CARNEY: Thanks, Catherine. And you are correct. We will be getting into those specific items. So perfect way to tee it up. But I will let Theo go before we do that. Theo, please.

THEO GEURTS: Yeah, thanks. So I want to go back to one of the comments from Ken. From what I've been hearing, it was a great discussion. And when he mentioned the state actors, I don't know what he means with it. But it triggered another scenario why we should be in a position to remove a lock under certain circumstances, which we

deem important enough to remove a lock. I mean, it's not some kind of lock lottery here. We're just going to remove all the locks here. Now, these are circumstances, scenarios, where you're suddenly dealing with a situation that you didn't expect.

And one of them, and maybe this sort of resonates within the noncommercial stakeholder group, is we are sometimes dealing with the situation that there are sanctions against certain countries. And that list is always in flux. I mean, that is not static. Countries come, countries go. And while you're in that situation and suddenly a country has been sanctioned and you can't move the domain names, that is not a situation you want to be in. Thanks.

ROGER CARNEY:

Great. Thanks, Theo. Okay. And again, it's great that the discussions are happening. And again, the follow-up is great. And hopefully we can all get to a good conclusion today after we talk about these two things. And just a note, and again, I think we talked about it last time and talked about maybe several times now. The locks, I think we're crossing over what is in today's policy versus what we're recommending. And if you look at today's policy, there is no 60-day lock after a transfer. It's an optional thing. If you read the policy, the registrars can deny a transfer, but they don't have to deny a transfer for 60 days after a transfer.

So again, I think we need to be careful and not mix what a transfer requirements versus a change of registrant or what we're moved to is change of registrant data today. We need to keep those separate. Obviously, they play together, but we need to keep them

separate because in today's policy, the 60-day lock after a transfer is only optional if the registrar wants to do it. Whereas the 60-day change of registrant is mandatory unless it's opt out of. So again, it gets a little confusing. But in today's policy, there is no 60-day lock after a transfer unless the registrar wants to do that. It's an optional thing in the policy that they may enforce. They don't have to enforce.

So what we did in Group 1A was said we remove this and we're saying there's a 30-day lock mandatory. And now we're talking about is there a way to get out of that when it's needed. So again, I think we need to be careful in today's policy. There is no such thing as a 60-day lock or a mandatory 60-day lock after transfer. It's an optional lock that registrars have. So again, if you want to look at that, take a look at Section 3 of that and it shows you that it's actually an optional 60-day lock. And the only one that's not optional is the change of registrant in today's policy, but it's opt-out-able. So again, it becomes somewhat optional.

So what we did in Group 1A is we took those complicated Mays, optionals, opt-outs and took those away and put in a mandatory lock. And now we're looking for that one key when it's necessary. And people have started describing reasons why it's necessary to allow that restriction to be removed in specific circumstances. So again, things that we're covering today, I just wanted to lay that groundwork that in today's policy, again, there's no mandatory locks there in a regular transfer. The only mandatory lock was on the change of registrant, which again was opt-out-able. So we'll put air quotes around mandatory there because it could be overwritten.

So I think, again, great discussion and exactly where we need to be and the reasons we need to talk about it and resolve it. So, okay, I think we can, unless there's anything else, I think we can go ahead and Rich, go ahead, please.

RICH BROWN:

Great, thank you. We've been working on some rewording Rec-17 and I thought this stuff would have gone out to the group, but it looks like it didn't. So I'm going to add an update to the Google Doc we're all working on here. I spoke with Christian about that. So you all can see that. But it's a rewording of Rec-17 that kind of gets rid of the established relationship, but still creates a definition for everything. So I'm working on putting that in there and wanted to bring that to the group. I'll raise my hand in a moment.

ROGER CARNEY:

And Rich, that's perfect because that's exactly what we're going to present is something similar to that. So that's perfect timing for that. And take a look at what Caitlin is going to show everyone and follow along there and it'll help you when you do your updates. So I appreciate that, Rich.

RICH BROWN:

Yeah, great. Thank you. So yeah, we'll talk in a moment once I have things updated.

ROGER CARNEY: Perfect. Thanks. Okay. I think we'll go ahead and jump into our Rec-17 agenda item then and I'll turn this over to Caitlin to run this, run us through it.

CAITLIN TUBERGEN: Thanks Roger. This is Caitlin Tubergen from support staff for the record. And I think Roger just did a great job of trying to ensure that we don't conflate the two restrictions that we're talking about. And noting that currently the transfer policy has the ability for a registrar to NACK a transfer request or deny a transfer request if that transfer is within 60 days of being transferred to another registrar or if it is within 60 days of creation. And when the working group looked at the reasons for NACKing, it had noted that it's currently inconsistently applied. So in recognition of wanting to be consistent, the working group now has that as a must deny the transfer if it's within 30 days of creation or 30 days of another transfer or transfer in from another registrar.

So when the group talked about these transfer restrictions, it also had noted that this was also in recognition of the fact that there is no longer a gaining form of authorization or FOA so that the gaining registrar is independently verifying that contact information because we're working in a new post-GDPR world and that's not feasible anymore.

So in discussing the 30-day transfer restriction and how it's now going to be a must, there were some concerns raised by various working group members that there are legitimate situations where a name may have been transferred in and it does need to be moved within 30 days. And so what Christian was showing on the

screen earlier was the text of the draft established customer relationship opt out.

And last week, I think Roger summarized it that it seems that generally speaking, the working group still believes that the 30-day post-change of registrar restriction should be a must, but that the working group seemed to recognize that there are extraordinary circumstances where the restriction might need to be lifted. However, the current language that the group was looking at, some were still very uncomfortable and wanted stricter guardrails around that to make their particular groups more comfortable with the language.

So support staff worked on the top of the document that Christian was just showing, thanks, Christian, where we just threw out some ideas for the working group to have a look at to see if that might be something that people would be more comfortable with. Noting that this 30-day security apparatus that the group conceived earlier was important to many given the now lack of the gaining FOA, but also just making sure it's consistent across all registrars. But again, allowing for the option to remove that restriction in legitimate circumstances.

So you'll see that the group 1A Rec 17B tries to provide some draft language around what the exception could look like. And you'll notice that some of this language will probably look familiar because it appears in other recommendations that the group has been working on. Specifically maintaining records and ensuring that the request is from the registered name holder. So I'll give everyone a chance to read that and then react to it rather than reading it aloud. But yeah, the idea is again to add some stricter

guardrails around that established customer only because it seemed that some working group members were uncomfortable with it. I know ICANN compliance colleagues were very uncomfortable with that language, noting that there were going to be some enforcement issues. So we tried to take note of some of those concerns and come up with a draft for folks to react to. So I'll turn it over to Roger because I see Theo's hand is raised. And Roger, if you have anything else to add that I may have missed, please feel free.

ROGER CARNEY:

Thanks, Caitlin. I appreciate that. And again I think when you look at this and I think Theo read it through pretty quick here, so good. And it does kind of fall a little bit in line with what Theo was saying last week actually as well because he was a little uncomfortable with the parameters around the 30-day established relationship and wanted it a little bit bigger than that or more scenarios than that. But I'll get to Theo in a bit. This A through D is probably the important ones. The E is more of what documentation is going to be needed to prove that A through D was taken, the steps taken. And again, I think obviously this is just a cut by staff to get to a certain spot. And if we need to make tweaks, obviously we can do that. But let's go ahead and jump in and discuss this. Theo, please go ahead.

THEO GEURTS:

Yeah, thanks. This is Theo for the record and maybe I read it too quick because I got a question about it. But before I go to the question, I want to point out that this from a compliance point of

view looks pretty good. I mean this, what we must do here leads all to a path of accountability, which is important when it comes to compliance, especially when you get audited or there is a notice from ICANN compliance and you need to cough up all the evidence here because this is basically—Yeah, sort of forcing a little bit too strong of a word, but I'm going to use it anyways. It's going to force the registrar to log, document and make sure all the right reasons are there.

I was a little bit puzzled about the request from the registered name holder to remove the restriction must be sent via a secure mechanism. I'm not sure what the goal is here. Thanks.

ROGER CARNEY:

Thanks, Theo. Yeah. And actually, it was one of the things when I first read this, I thought, well, let's put Theo on the spot and put his operational hat on and see how he can operationalize this. And again, not just Theo, anyone that has the thoughts, but I know Theo always goes to how he can actually make it and implement it and everything. So, but yeah, I think the thought process when I started reading this was, okay, how does this actually work? And it's like, okay, a registrant calls the registrar and says, hey, there was a mistake or whatever, for whatever reason. And they provide a good reason and the registrar and registrant are talking about this and they get to a spot where, okay, yes, it does seem like this is an exception to the window and makes sense to do.

So the registrar sends the registrant a communication. Again, I'm not going to say email, but whatever. To make it easy, we can say email, sends an email and says, hey, you requested this,

name.com, whoever it is, it says, yes, we agree that this is could be removed if you want it to be. And maybe there's an acknowledge button or a link back to their control panel or whatever that says, yes, I want to do this. And again, I think that that gets through those first ABCs pretty quick. Phone call, okay, yes, we agree, blah, blah, blah. Okay, yes, okay, send it, acknowledged, however that works. And then it gets to, and again, you get to the D and E and you had to make sure, hopefully by E, you've already self-documented it, again, through the communications you're doing back and forth.

So again, I thought about that and I was hoping I was putting Theo's operational head on when I was walking through that, but I don't know if that helped Theo or not, but go ahead, Theo.

THEO GEURTS:

No, I'm sorry, it didn't help me at all. Again, I mean, sort of get your flow there. I mean, the request comes in from the registered domain name holder. At least let's assume that scenario that the registered domain holder wants to remove the lock. That's fine. Can be by phone, can be maybe through the chat if he logs into his control panel, can be email. But here it says the registered name holder, the registrant itself must send it via secure mechanism. That is a little bit odd that the registered name holder has to choose a secure mechanism here because that is sort of, but maybe it's my bad English here at work or the late hour, I don't know, but it sort of implies that the registrant must choose a secure mechanism here. What mechanism it is, unknown. I think the intent is right, but it's just not hitting my brain or not registering

it. Maybe it needs some rework. I don't know. Maybe I'm the only one here.

ROGER CARNEY:

Thanks for that. And again, I thought the same thing as I was walking through it, and I got to the point where again, I started walking down how this would work. And it seems like it got to a logical spot where the registrant could communicate with the registrant via a secure mechanism saying, hey, this is what we understand, and we agree with you that the lock should be removed. And again, I think the secure part is making sure you have that extra link of that ability to be more sure that it was the registrant that came in, the registered name holder that came in to make that request. And again, I think it's just that one extra step to do that. Just my thought on it. But anyway, Rick, please go ahead.

RICK WILHELM:

Thanks, Rick Wilhelm registries. Registries do not have an opinion on this. I'm raising my hand wearing just my operational experience hat. So I just want to be clear on that. I read this. I was fine with the reading on this. I thought that here this is a good job by staff in not being specific in order to allow the technology and the implementation means to vary on a registrar by registrar basis. So actually, tip a cap to staff to leaving this open ended. You can see the comment that I put in there just to maybe change the verb from sent because if you're doing it via phone call, where the registrant calls in, and then they go through whatever the authentication mechanism du jour is for the particular registrar, then they would provide it or deliver it over a phone call rather

than sending it over a phone call. The use of the verb sent would allow for the use of a phone call. So I actually liked the fact that staff used via secure mechanism to leave it be flexible there. So it didn't really rattle me that much in my reading of it. I actually liked it. But again, this is me wearing my operational hat. The registries do not have an opinion on this. Thank you.

ROGER CARNEY: Great. Thanks, Rick. Yeah. And thanks for the wording proposals there. Rich, please go ahead.

RICH BROWN: Hi, Rich Brown for the record. I'm just gonna jump in on this a little bit. So, I mean, the whole point is just making sure that the registered name holder is making the request. Can we just say like authorized or verified with the RNH, instead of saying secure? So that's my point on that.

RICH BROWN: But I also want to say a lot of this debate, and I really like crunched my head last week until I just kind of stopped working on it on Friday. But I think the big heart of this debate has to be with nobody has a problem with a registrar removing the restriction when they have a UDRP decision or a court order or a government order of proper jurisdiction or whatever. I'm not a lawyer. But the debate seems to begin and get into the weeds when it's a registrant or an unknown requesting it. And that created a debate amongst some colleagues of mine and myself on Friday, but I think the line that we keep coming to is, should registrants be allowed to request the domain to be transferred or

not? That's really what the debate is. All the other stuff that the registrar would take action on, nobody's debating.

So I think we need to consider whether we just want to remove that to where like if a registrant goes, I want to transfer my domain, we just go no. But if we get like a court order or whatnot, things that are considered normally legally viable to transfer domain, regardless of the ICANN process, some of which we don't even have to worry about the ICANN process because it's above the process.

And that's kind of what I'm getting to. If we scroll down to the bottom of the document, we can get into that. But I just wanted to kind of point that out. And this discussion is already going there a little bit as well. So just kind of want to change the thinking, you know. Anyway, thanks.

ROGER CARNEY: Thanks, Rich. Theo, please go ahead.

THEO GEURTS: Yeah, so back to C again. What I think what we are talking about is sort of authentication, making sure that you get the request from the registrant and you're acting upon the request from the registrant. How that secure mechanism is going to be, I agree with Rick, we can leave that open ended, but I think this should be rewarded to the fact that the emphasis is on the authentication of the registrant. Is the request valid? Is that something you need to authenticate? Is the request valid? Whether the secure

mechanism is going to be, I think that's going to be up to the registrar. Thanks.

ROGER CARNEY: Thanks, Theo. Okay, any other comments on this as it's written? Steinar, please go ahead.

STEINAR GROTTEROD: Yeah, hi, this is Steinar for the record. I think I understood the argument from Rich here, but some of this kind of felt wrong to me when you actually can think about that. None of these arguments will be valid if the person just waited 30 days, as we proposed now. Then actually the lock should be removed and the registered name holder is able to do whatever selection of new registrar.

What is in the section 17B A to D? Is it, in my understanding, more or less the same routines, the same checkouts that has to be done for the registered name holder to actually get the transfer authorization code, what is needed to transfer to another registrar. So we are into the same element here. So I don't see any big problem here. My problem is more, as I addressed earlier, is that for the end users, it's a little bit hard for the end user to know whether the registrar actually have this kind of feature enabled or not. It may be hidden somewhere and you end up in kind of a discussion that you believe that you could do this, remove the lock before the 30 days, but the registrar said no, we don't have that. So that's my concern, a little bit of concern for At-Large as far as I understand. Thank you.

ROGER CARNEY: Thanks, Steinar. And it's a good point that you bring up in that last little section there, is that the 30 day lock we're making mandatory. The removing of the restriction is still a registrar-registrant agreed upon removal. So both parties still have to, and again, the last section of 17B says accordingly the registrar may remove the 30 day lock if these things are true. it doesn't say it has to, and to your point Steinar, is that something that is good, is that a good feature or is that a bad feature, that it's optional and that a registrar may deny a request where another registrar may allow it? So, and again, how it's written is it says the registrar and registrant have to agree to it to allow a transfer. So some registrars may not promote it heavily at all. Some may actually do what you said, is hide it on purpose, just so that they don't try to transfer in that 30 days, because then it is more work for everyone to do. And if you wait the 30 days, then it's just done. So, but anyway, just think about that because it is an agreement between the registrar and registrant, and they both have to agree to do it. Jothan, please go ahead.

JOTHAN FRAKES: Yeah, thank you. And just a clarification, Steinar, the way you worded it was, when you described that situation was that at the end of this period of waiting, where the lock is in place, that the lock would be lifted. And I think it's better to word it that the lock would be eligible for intentional removal by the registrant. And hopefully that's clear. Like, I don't think that we're discussing that this, when the domain transfers or in these situations where this lock would get enabled for the 30-day period, that it's got some sort of a timer that will expire and then the lock will go away. So

it'll be in place, it'll just be a matter of eligibility to allow the registrant to lift it or other circumstances that we're describing. And I think you intended that, but I just wanted to be clear because the way you worded it, it sounded like it lifted. Thank you.

ROGER CARNEY:

Thanks, Jothan. And it's one of the reasons I think we've tried to stay away from saying lock, because it's a transfer restriction. And again, to your point, there may be a lock or may not be a lock, but after that 30 days, the transfer restriction is no longer valid so that the transfer could occur. But I'll go to Jody and then Steinar. Jody, please go ahead.

JODY KOLKER:

Thanks, Roger. This is Jody Kolker for the record. I just want to point out some things in here for registrars basically. You know, right now the current 60-day lock is optional, but most registrars do it and put a 60-day lock on it to stop the hijacking basically so that it just doesn't continue to keep changing hands and changing hands. One of the things that I want to point out here is that there's a 30-day restriction, as it's currently written now, and it says it has to be—I want to remove the lock. The registrant can remove the lock if he wants to. But for the current registrar, the registrar that has gained the domain name, the only registrant we know is who actually owns the domain name now. And that would be the shopper or the customer of the domain or whoever they have set the context to in the current registrar's system.

So if the domain name was stolen from another registrar and it comes into the new registrar, that domain name can be transferred within a matter of days or minutes, depending on how well the new naughty registrar, let's just say, answers their email and says, oh, the registrant just said they want to transfer it again. You know, I think that if you're trying to stop hijacking here, it's going to be a little difficult, no matter how we do this, unless the current registrar, the one that where the domain name has been transferred to, and who the registrant wants to transfer it away within an hour or two, has to really do a lot of digging here to go back to the losing registrar and say, hey, who really owned this domain name? Do you think that there might have been a hijacking here? I'm just bringing that up as a point of fact. Thanks.

ROGER CARNEY:

Thanks, Jody. And I'll probably jump back to Catherine's intervention a little earlier. And again, in today's world, a naughty registrar that received an inbound transfer does not have to put a lock on it. It's optional by that registrar. So in today's world, if somebody transfers it in and say it's hijacked, transfers it in, a naughty registrar can allow it to be transferred out and the policy allows for that. So again, in today's world, that's what happens.

What we're recommending is there's a 30-day lock. And if they want to remove it, they have to follow these steps and document it. So then it gets back to what Catherine mentioned earlier. Now there's a process in the policy that potentially wasn't followed because they didn't document it and the registrar didn't do what they were supposed to do here in A through D and A through E. So again, I think in today's world, you remember that's an optional

lock that the registrars use. So if it's going to a naughty registrar, they can just let it go if they don't want to, if they want to let it transfer. What we're saying is, is that tomorrow in our new world, the lock has to be applied and then they have to go through this process, which then could be a compliance issue that an unknowingly registrant can try to enforce. So I just wanted to throw that out. Steinar, please go ahead.

STEINAR GROTTROD: Yeah, hi, this is Steinar for the record. I want to talk about the good guys, not the bad guys. I do know that registrars do place several different lock EPP statuses on their domain name, but the way I read this is that the registrar must restrict the registered name holder. Is that also implementing a server transfer prohibited status or is it only a client transfer prohibited? Because I believe that when the registered name holders, if it wants to transfer the domain name, the registered name holder do have to remove any client transfer prohibited status at the present registrar. But my question is, does this implement some server transfer prohibited status set by the registry? Thank you.

ROGER CARNEY: Thanks, Steinar. I don't think anybody was thinking about that the registry would have to do anything, so I don't think that we're talking—And again, I tried to avoid a lock and specifically, I mean, everybody knows that client transfer prohibited, but the wording is purposefully restricted, not locked, and not a specific lock because then you get into the questions of locking and what kind of lock was put on and all those things. The fact is, however you

implement not moving it, the registrar is not allowed to move it for 30 days, and then obviously this one exception. But to your point, Steinar, I don't think anybody was asking the registries to step in and put a server lock on it or anything. It would be handled by the registrar and that side of it. But Theo, please go ahead.

THEO GEURTS:

Yeah, so two things, and I'm going back to one of the comments from Steinar much earlier on about, well, basically registrar sort of not going to mention this on their website for whatever reason they have. And that could be a thing. I'm not sure. But if that would be a thing, there's always the rights and responsibilities of the registrant. I mean, you could mention it there. I mean, we all need to publish that to a link to ICANN, so there's a central point there if you want more visibility.

What is lacking a little bit, well, not a little bit, is where the registrar decides the lock must go. At least that's not in this text. This is all registrant driven, not registrar driven. So is that coming up next or is that a to do? We need to work on it. So where's that point? Thanks.

ROGER CARNEY:

Thanks, Theo. And we've never recommended anything where the registrar can make a unilateral decision to unlock it or break this restriction window. It always has to be an agreement, at least from our standpoint. It was always an agreement between the registrant and the registrar and the registrar has, again, it has to be an agreement. So if one of them does not agree with it, then it

cannot be, the restriction cannot be removed. And again, I think that that's somewhat clear in 17B. It says, according to the registrar may, again, the registrant has to ask for it and the registrar may agree with them that it could be removed. So that's how I read it. So if that's not right, then please let me know. So Catherine, please go ahead.

CATHERINE PALETTA: Theo, do you want to respond to that from Roger?

THEO GEURTS: Thanks, Catherine. And just a quick note on that. I think we can bring it up through the comment section period time, but this is really, really bad. I mean, now it's optional. I mean, 60 days is optional. You know, if somebody comes in with their old right or old left or whatever extreme views these guys have and move their domain name to us, well, okay, it's optional. You go away. And that's the end of that. Or else you're going to face suspension. Maybe suspension is still the way to get a deal with the registrant here. But again, we'll see about this. Thanks.

ROGER CARNEY: Thanks, Theo. Catherine, please go ahead.

CATHERINE PALETTA: Thanks. And Roger, I think you've done a great job of level setting on where we're at with this recommendation, specifically reminding us that the current status of the transfer policy is that

this lock is optional. And I know we've heard in previous weeks quite a bit from folks in more constituencies that I feel like have spoken today. And so I want to encourage them to participate in this conversation, because I'm kind of wondering what our real options are here, because we've heard from a number of constituencies that they're uncomfortable with this, the ability of registrars to lift the lock, and registrars are saying we're not comfortable not being able to lift the lock.

So if we don't come to some kind of agreement here about this mandatory lock and an ability to potentially remove it, do we go back to the default, which is an optional lock in the first place? How does that improve things from the point of view of customers? On the registrar side, it gives me all the ability to do exactly what's in this recommendation right now, because I can optionally apply it for 60 days and I can optionally lift it early or keep it or allow someone to remove that lock. And we don't have rules about when I'm allowed to do that. So folks that are not comfortable with the current text, now, this current text is not final and I'm happy to dive in and negotiate some of this, but I'm just wondering what the proposal is here, because I don't see a mandatory 30-day lock as something that's going to happen out of this working group. And so where do we go from here? Do we go back to the default, in which case we've accomplished none of what our stated goals were with the mandatory 30-day lock. So I'd love to hear from, I will say, love you registrars, but non registrars on this, I think registrars have been clear about what they're thinking, but I just don't know where we go. I don't know where we've improved this process, I guess I should say, if we don't have this recommendation. Thanks.

ROGER CARNEY:

Thanks, Catherine. And I think that's the reason staff spent the time last week to try to get out of the established relationship again, because even some registrars didn't like that piece of it. And I think the key is, yes—and the reason we're bringing 17 back at all is because we did tag it, saying we needed to come back to it. We all agreed 17 sounded good, let's say 18 months ago or two years ago, however well it was, when we did it. But we knew we had to come back to it because of this reason. And I think that to Catherine's point, that's where we're at. And I think staff took that step of trying to get to that intermediate spot where it is something that's actionable. And I don't know if compliance is sold on this idea. But it's at least actionable for compliance and for anyone from a registrant standpoint, as Catherine mentioned, not this time, but last time she spoke, is they actually do have a recourse here. You know, if something goes wrong and they can say point to this section and say, well, it doesn't look like this was followed.

So, Again, I think that this seems like an improvement over today's, we are making it a mandatory 30-day lock with the ability to in exceptional circumstances, be able to remove that when needed. And again, I think we've heard for the last several meetings, different proposals of why that would be. And it seems like we add one more every time we talk about it. So it does seem like that the need here is real. And to Catherine's point, if we don't agree to that, then we will be back to the optional 60-day lock that is currently in policy. So, Ken, please go ahead.

KEN HERMAN:

Thanks, Roger, Ken Herman for the record. And I appreciate the discussion. I think that I had this intervention at the beginning where I was able to convey some discomfort of a stakeholder group for what seemed to them to be sort of a very unclear process for removing a lock. I think that our stakeholder group, non-commercials, would welcome a stronger application than what currently exists, with it being that optional. I was trying to convey that whether or not a restriction for removing had an impact on things like domain theft, etc. was simply unclear. But I think that what we're seeing here certainly come later in the week, and so certainly wasn't part of what I was conveying to the stakeholder group earlier and the discussions that we held.

I think the key here, and I think we're making a lot of good progress, is really in letter D, because that's where we're a little unclear, okay, what constitutes now a legitimate rationale? And if it's simply a matter of saying, well, I want to do it, then without any sort of—we appreciate all the background documentation, etc. But perhaps we can focus a little bit. I can go back to my stakeholder group and try to explain some of the concerns. It would also help if we had a better sort of view as to some of the rationale for why it really is challenging for a registrar to remove a restriction sort of on their own. So, again, we're talking about here the registered name holder sort of initiating that discussion, and it would be useful to kind of understand better about what might be the constraint for 30 days and waiting 30 days before the restriction could be eliminated simply by the registrar. I hope that helps. Thanks so much.

ROGER CARNEY: All right, thanks, Ken. Yeah, and thanks for pointing out the glaring highlighted piece on D that we do want to get a few examples. And again, over the past several weeks, we've heard some of these. So I think it should, and again, I think maybe it was Theo today that just added another one that I hadn't heard of before today that we can get dropped in here. And the working group can add. Again, I don't want to make it a list of 50 here. But as it states it's not limited to these, but here's examples. And it'll help explain, I think, to people that say, well, why would you even need it? And it's like, okay, here's four examples of legitimate reasons if these are. And again, I don't want to stick to four examples or four items, because obviously we're going to run two different ones later. So I think if we can put four good examples in there, it would be great. And it would help people when they read this, say, oh, okay, that does make sense to have that. But Owen, please go ahead.

OWEN SMIGELSKI: Thanks, Roger. Just want to make sure that if we are enumerating, say, for examples, that those are not restrictive. They're illustrative, just because I don't want those to then become the four times it's allowed. Because if I brainstorm, I can certainly come up with a number of things there. And to Ken's point, the reason why you can't remove the lock is because the policy does not allow for that. It says you can put the lock on there and then stays for currently 60 days. Even if it's an optional one, once you apply the lock, the way that at least this is the way I interpreted when I was at ICANN compliance. So caveat, I'm not speaking on behalf of compliance, but the policy says if you apply it, then it's there. You can't remove it. There's nothing else in the policy that

says, oh, but you can also at some point remove this. Once it's applied, it's there. And so that's a concern, whether it's 30, 60 days, there are a number of scenarios. I'm happy to help brainstorm them because I've encountered a number of them about when somebody would be able to remove the lock. We deal with the things that are related to ICANN policy and ICANN's remit in here. So the domain name, but quite often when the domain name transfers, there's a number of ancillary services that may be associated with it. You know, so webmail, email, hosting, all sorts of other things there. So if somebody moves to a new registrar and they're really unhappy with them, it's more than just the, say, \$10 that they pay for a domain name, they might be paying additional on top of that for all sorts of other services. And if they're really unhappy, they don't want to keep spending money there. And so, yes, they really do want to get out of there quickly sometimes so we can certainly come up with some examples on that to help guide that. But I do appreciate the consideration of the working group and I appreciate ICANN's efforts at drafting this because I think it's a really good start and I think it's a path forward for us. Thank you.

ROGER CARNEY: Great. Thanks, Owen. Rich, please go ahead.

RICH BROWN: Hi, Rich Brown for the record. I agree with Owen that the 30-day restriction is absolute. And I agree that registrars would need some way to be able to remove that transfer hold. That's how this portion of the discussion really gets started. But I also want to

discuss about if we go back to the 60 days, we lose a lot of work, in my opinion, and I also feel that we fail a lot as a group if we go back that far and just drop it all. First, how does the optional 60-day rule—because everybody's doing it now, well, why should we improve upon it? Because it's not great.

First of all, in a transfer dispute, the losing registrar must work with the gaining registrar to try to come to some sort of agreement. That immediately goes out the window once you start hopping registrars. So, for example, the domain goes from my registrar, registrar A, to registrar B, and then on to registrar C. Well, me being registrar A, the losing registrar, I contact registrar B and they go, sorry, it already transferred. And then I contact registrar C in hopes they'll work with me. They go, well, it didn't transfer from you. It came from registrar B. They would have to contact us. So I go back to registrar B and I go, hey, can you go to work on this for us so we can find that middle ground over the transfer? I'm trying to debate with you now. And they go, well, it's not our problem. And we think it's fine.

You know, that's just one area where it all breaks down real quick. And by the way, that blatant hole in the transfer policy hurts a lot of this. That's why a lot of conversations go to, is there a callback or is there a fast way to registrars to resolve things? No. And as Jothan said, if two registrars agree, they can reverse the transfer. Good luck on getting that agreement. I think the closest way nowadays most registrars are willing to come to that agreement is with indemnification agreements signed by all parties everywhere to prevent them from being sued if they reverse the transfer.

Whereas the 30-day at least preserves the ability for a losing registrar to discuss invalid transfers with the gaining registrar.

Now, because going to a 30-day mandatory lock seems the better way to handle things than the optional lock, that's why we're having this discussion now. And this discussion is simply, well, we agree that registrars have needs to be able to transfer a domain within that 30-day period. We have official documentary reasons. And we all agree on that. So that's where this portion originally was—it's the rationale behind Rec 17.

But then you start putting in this clause where the registrant can request and make these demands. That's where it starts to break down because at that point, there really is no need for a lock and we're going back to an optional system. I get that. But I think we need to focus on the ability of a registrar to on how they can operate and do this. And that way we get the best and we find the compromise of this new 30-day hold system instead of going, well, we did it for a year and a half and we argued and we debated and then we just said, well it's too hard. Forget it. And then dropped it. I don't like that. Thank you. I'll get off my soapbox now.

ROGER CARNEY: Thanks, Rich. Rick, please go ahead.

RICK WILHELM: Thanks, Roger. Rick Wilhelm, Registries. This is a bit of a drafting point that maybe is something that I wanted to point out. The particular word exceptional up here, I'm wondering if from a drafting standpoint, we ought to delete this word and say there

may be situations—because the fact that we can enumerate them down in element D, and kind of by definition means they aren't exceptions. They may be only a small percentage of the cases, but I don't think that they're necessarily exceptions. And if we keep that word in there, from a compliance enforcement standpoint, we're almost requiring them to be exceptions in order to qualify for the freedom or for the ability to exercise this may clause. In other words, they have to be an exception if they're going to qualify for this ability to may, if only of all of these.

So I'm offering as a friendly amendment, and this is just as—someone experienced policy, this is not a registry position, but I'm going to suggest that we drop the word exceptional there. Thank you.

ROGER CARNEY: Thanks, Rick. Theo, please go ahead.

THEO GEURTS: Yeah, I agree with Rick here 100% because we didn't define what exceptional is. Is there an earthquake going on, you need to move your domain name? We don't know what exceptional means here. So yeah, removing it, very good point. Thanks.

ROGER CARNEY: Thanks. Okay, running out of time here, so I'm going to close this discussion. And I think I'm going to make a chair decision. I think the 17 B isn't perfect yet, and I think it's for this working group—I want people to take a look at this and edit this and comment on it,

I should say, and make suggestions on how to make it better. But it sounds like to me, this is [a thing] we can move forward with and take to public comment. So I think we've resolved the 17 process of removing a lock when needed.

So I think we're going to go ahead and then do this, we're going to move forward with 17 a and b. And again, the homework for this group is to make the comments. And again, I think we've heard several things as I think Christians already started to edit a few things or someone is adding a few things because I think Rick is doing a little bit as well. But I think that this is the point. We're at a good spot. This seems like a workable solution for the working group. I know Rick and Theo want to remove exceptional there. But it is this this specific scenario that is not going to happen. And again, if it's more than 2%, it would surprise me. If it was more than 1, it would surprise me out, of all the domain transfers that happen.

But again, I think you need to look at this 17 B with a good detail eye and look at those things that will make it just slightly better. Does it say the right thing about what documentation is needed and things like that? And again, as Rick pointed out, maybe sent isn't the best thing. Maybe provided or some other word there makes sense. So I think that this is going to go forward as 17 A and B into our public comment, I want the working group to look at be and make those suggestions or edits into it to make it better and to make it stronger for everyone.

And again, the highlighted rationales to me are really important, mostly for those reading it to understand why it even exists. It's not going to be a complete list and it never will be because everything

changes and we'll come up with some new legitimate good reason for it. But it'll provide those readers that, oh, okay, that's why and it makes sense. So, so I think we'll go ahead and draw a line under 17 B for this discussion today. But the working group needs to work on it and make edits to it. We're going to move forward with 17 A and B into public comment. But let's make 17 B as good as we can before we get there. So yes, and thanks staff for coming up with this. Again, it's a lot of work and it was a lot of discussion for from everybody to get make it to this point. And I think as people kind of alluded to, I think we've made this process that much better than it is today. And if we get to this spot of 17 A and B, we've made a much better process than we have today.

But with that said, when we've got 15 minutes to go, I'm going to turn it back to Christian to take us to our next agenda item maybe.

CHRISTIAN WHEELER: Thank you, Roger. And yes, and thank you all for the thanks. And just wanted to say, yeah, that the highlighted section of the rationales of what it could be a legitimate rationale that is especially important to get that feedback from the working group. So please do add your comments on what do you think could be legitimate rationales and then on the next call, we can go through those states. It's better to have more and to and to cut or tweak some than to have less and try and add them on the call because that just takes time. So please do review this text and add whatever you think needs to be added or clarified so that we could solidify it and call it done on next call. So please provide those before our next call.

And I would also just say that the next thing that even though there's another item on our agenda, one thing that we haven't yet talked about that we do just kind of wanna clarify is whether this exception procedure—right now, Rec 17 is referring to the transfer restriction that would happen after a registrant transfers their domain to another registrar. There is another, there is Rec 16, which refers to the 30-day mandatory transfer restriction that follows the initial registration. So staff just wanted to make sure, just confirm that this exception procedure that the group seems to be aligning toward only applies to post-transfer restrictions and not post-registration restrictions. So I just wanted to raise that just that we're all clear what it is that we're proposing here, because those rationales might be different coming from an initial registration versus coming from a recent registrar transfer. So I just wanted to pose that to the group just to make sure we're all clear on that.

ROGER CARNEY:

Thanks, Christian. Yeah, and that's a good point. 16 and 17 do mirror each other. And again, as Christian pointed out, 16 is about initial registration, 17 is about a post-transfer. And I think we talked about it last week or two weeks ago, and does this 17 B, is it applicable to 16 after a registration? So today, or our recommendation is 30-day restriction after a registration as well. Should there be a similar 17 B for 16? So we would have a 16 B or not. And again, it's one of those where the working group needs to think about that and decide if that makes sense. I don't know if anyone has any thoughts right now on it. We can spend the next two minutes maybe on it. Anyone thoughts on 17 B going with 16 as well? No thoughts? Okay, think about it. It seems like a logical

thing to either allow or purposely not allow. Because I can't imagine everybody's gonna say, well, why isn't it here as well? So we will need to have some reason either way we go on it. So Steinar, please go ahead.

STEINAR GROTTEROD: Just a short comment on 16 and adding the exceptions for this Rec 16. I think that if we go into that direction, we really must argue very hard that this will not kind of be the best mechanism for domain jumping, as we call it. Because when you start changing registrar shortly after you register it, well, that kind of seems something wrong to me at least. Thank you.

ROGER CARNEY: Great, thanks Steinar. Yeah, and as Christian pointed out, most likely, the examples of rationale probably are different for the two scenarios, if that's something someone wants to go down to. And again, maybe it's not even an idea, but I would say let's think about that as another homework assignment for the working group to think about if it's applicable and if it's slightly different or not to 16. Okay, let's go ahead and move on, Christian.

CHRISTIAN WHEELER: Thank you. Okay, so this next item on our agenda is to really kind of flesh out the idea of whether or not we're getting rid of—So first of all, let's go back from return to change of registrant, change of registrant data. So we've been talking about group 1A stuff right now. Let's go back to COR and we can talk about what the recommendation is with respect to the 60-day lock.

So currently, the group is recommending removing that 60-day inter-registrar transfer lock, and we've heard a variety of different rationales for that. However, some groups have, after speaking with their constituencies, say that they cannot live with or are very uncomfortable with removing that lock, and instead are putting forward that it should be reduced to 30 days. And so we just want to kind of close out this conversation just to make sure what is the working group going to recommend? Is it going to recommend removing the 60-day lock or potentially reducing it? And we would just want to add that for those people who are those proponents of reducing the lock and keeping it, there are a number of charter questions then that would then be applicable with respect to that 60-day reduced lock that are in the charter.

So some of these questions, just to kind of zoom through some of them, is does the 60-day lock meet the objective of reducing domain hijacking and what data is available? Responding to the frustrations that have been heard about it and what extent should it be allowed to be removed, which maybe some of those 17 B things would apply to this 30-day post-CORD lock. That's another discussion, if that's the case. I mean, so there's a number of questions here that now kind of become applicable if the working group is changing direction to want to, instead of getting rid of the lock, to reducing it to a 30-day lock. So we just kind of want to have that conversation and really hear from those proponents that want to reduce it to get some rationale for these charter questions then. And there might even be more applicability to the designated agent questions as well, if that's required, then, if the lock is maintained. So this is a kind of a big discussion that we're returning to. So we just wanted to hear from the working group.

What are the thoughts on potentially going, removing or reduce the current 2.4 of removing the lock and doing instead, reducing it and keeping it?

ROGER CARNEY:

Great, thanks, Christian. Yeah, and again, if you can flip back to the current recommendation on that, Christian, the 2.4. We had got to this spot and when we made the call out for people to talk to their stakeholder groups and get back to us, this was one of the issues that came up was the complete removal of the 60-day opt-outable designated agent lock.

And again, as Christian pointed out, there was a lot of charter questions and responses indicating issues around that. But there were a couple of groups that were concerned and wanted to talk about the possibility of keeping a lock there or not, or keeping a lock in some fashion. So that's why we're bringing this back up. Again, as we went through it, we thought we got to the spot of removing the lock, which if you remove the lock, then it removes the opt-out and the designated agent becomes less of an issue there and we remove that.

So if we're talking about keeping a lock, then we have to go through those process again of walking through that, is it opt-outable? Is there a designated agent? Again, you got to go back through. And I think Christian, there was eight charter questions that kind of wrapped around the 60-day lock. And as Berry mentions, and always pulls me back to, this is the process where compliance gets a lot of issues or a lot of complaints too. So it's on this lock that we end up with a lot of compliance issues. And

again, it's probably, as the charter showed, one of the bigger pain points for registrants. But Theo, please go ahead.

THEO GEURTS: Yeah, just to make sure about process, it feels like a little bit of a reversal, maybe that's the wrong word, but the homework assignment is more or less, you want to have, or we want to have sort of a rationale, hopefully based on facts, why we should reduce the lock to 30 days. That's basically the requirement. The requirement is not like to come up with all the stuff we discussed before, why it should be gone. We're now talking about reduction of the lock and those people who are in favor of that should come up with reasons, facts, on why they want to have a reduction of the lock of 30 days. Is that correct?

ROGER CARNEY: That is correct, Theo.

THEO GEURTS: Okay, thanks.

ROGER CARNEY: And again, we've got a few minutes, so if we want to talk about any of those things. Again, when we put this together, the group had talked about removing the lock, which meant removing the opt-out because the lock's not there and designated agent would go away. So if, and again, when we went to, you know, can't live with, or it's painful, I can't remember the four categories we ended

up with, or can live with but needs major changes or just typos and agreement, this did pop up and a couple of groups said, reducing the lock is a better idea than removing it. So to Theo's point, what Christian said was, those people that want to keep the lock, because again, as Theo just mentioned, we talked a lot about why we want to remove it. And if you look at the charter questions, most of it is about, and I think one question is, is if you keep it, what happens? But most of the questions we're dealing about the issues around having the 60-day lock, the opt-in or opt-outable part, and those correlated things to it. And that's why it came up and why we looked at it. And again, compliance brought in numbers. This is one of the ones that had data to it that shows this is a very high complaint topic of why is this here?

And again, this is just for when a registrant changes their data and then wants to transfer. And it runs into the 60 days. So if they don't opt out, there's a 60-day lock and when they change their data in today's world. And what the working group got to was, let's remove that. It's probably one of the number one things registrants do is update their data before they go to a transfer. And if they miss a step and don't check the opt-out, then they're going to wait 60 days and there's no way to get around it, as I think Owen mentioned earlier. So the policy doesn't allow that.

So again, so what Theo said and what Christian said is, to put a restriction back in here, even if it's a 30-day, a less smaller one, we want to see what reasons and the rationale for that. So that's what we're looking for right now, to follow up that discussion of why this is a pain point for some groups. Okay, we've got two minutes, so I don't think we'll get into it, but as it stands, again, I

think the homework here is an important part for those that think removing the lock completely, those that don't want that and want a shorter or want to keep the 60-day, it doesn't matter, or extend it. Anybody that wants to keep the restriction, the homework is let's document why and what reasons and rationale for keeping it or shortening it, however it is, but keeping a window there. And also, does that also pull back in for you the opt-out feature and designated agent discussion, as Christian mentioned, I think the first seven charter questions about the 60-day lock were a really good point to look at and try to provide rationale to.

Thanks, Christian. Perfect summary in chat, thanks, Christian. Take a look, everyone, to Christian's note in chat. And again, great discussion today. I was hoping we'd have more time on this one, but we do need to solve this, so we'll have to solve this online on list. So if anybody does have some things here, we can bring it back up if we find some good reasons to bring it back up. Otherwise, starting next week, we're going to start working on our initial report and moving forward on that. So, and just a reminder, time-wise, next week, one week, and then we'll be off a week, and then we'll have four weeks before ICANN 80. So we want to be in a good spot by that time. So thanks, everyone, and time is up, and we'll talk to you later. Bye.

[END OF TRANSCRIPTION]