

**GNSO**  
**Post-Expiration Domain Name Recovery (PEDNR) drafting team**  
**23 March 2010 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 23 March 2010 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-pednr-20100323.mp3>

On page:

<http://gnso.icann.org/calendar/#mar>

**Present:**

Alan Greenberg – ALAC - Chair  
Michele Neylon - RC  
Cheryl Langdon-Orr - ALAC Chair  
Ron Wickersham – NCUC  
Shiva Muthusamy – At-Large  
Mike O'Connor – CBUC  
Paul Diaz – RC  
Helen Laverty – Registries  
Tatyana Khramtsova - RC  
James Bladel – RC  
Matt Serlin – RC  
Debra Hughes - NCSG

**Staff:**

Marika Konings  
Margie Milam

**Absent apologies:**

Berry Cobb - CBUC  
Ted Suzuki – IPC  
Karim Attoumani – GAC

Coordinator: At this time the call is being recorded. Thank you.

Alan Greenberg: Thank you. Could we do a roll call please, Marika?

Marika Konings: Yes, no problem Alan. Good afternoon, good evening, good morning to everyone. This is the Post-Expiration Domain Name Recovery Working Group Call of Tuesday the 23 of March.

On the call today we have Tatyana Khramtsova, Siva Muthusamy, Cheryl Langdon-Orr and Michele Neylon, Helen Laverty, Paul Diaz, Mike O'Connor, James Bladel, Jeffrey Eckhaus, Mason Cole, Alan Greenberg, Matt Serlin, Ron Wickersham. And for staff we have Margie Milam and myself, Marika Konings. I have apologies from Ted Suzuki and Berry Cobb. Over to you, Alan.

Alan Greenberg: Thank you, Marika. First I'll apologize if I start making wild animal sounds of various sorts. I have a bad cold and I'll try not to do it right into the speaker - into the microphone.

Before we end I'd like to add or rather I'd like to add an item to the agenda, that before we end we talk about the timing of this call and how often it is in light of the vertical integration PDP that's just started which I suspect is going to draw heavily on most of the people on this call. So we should try to cover that.

The first item - is there anyone - anything else that needs to be done to the agenda before we start? Hearing nothing. Marika, could you take over and do a review of what we have on the survey results?

Marika Konings: Yes. This is Marika. Maybe first to confirm, I sent out earlier today a kind of reorganized version of the survey which organized the survey in a way of putting the questions where there seems to be more support for one answer or the other on top and if you move down the list further it seems to be more different views. So your question is would the group like to review the survey in that way or would you prefer just to go through it chronologically, you know, Question 1, 2, 3, 4, 5.

Alan Greenberg: My position is it makes more sense to go through it chronologically, but I think in terms of use of our time if we can identify things where there's a fair amount of commonality and we can try to understand where the differences

are, especially people who answered other and things like that, so we can decide just how large a consensus there is in any given direction I think that would be more productive use of our time. Michele.

Michele Neylon: I go for the more productive use of our time route. Mainly because we organize this, it's pretty easy to see where there is agreements and where there is disagreement and where there is, you know, divergence of opinion.

Woman: Yes.

Alan Greenberg: Agreed. Anything else before we start in that direction? Hearing no dissenting views. Cheryl says yes. Okay, Marika, it's all yours.

Marika Konings: Okay. So then start on Page 1. Basically I think that those two questions should be reviewed together. The first one asks the question, should there be a right for the RAE to recover his or her domain and registration following expiration for a certain amount of time, introducing overwhelming support for yes and I see Paul raising his hand. So I'll let him speak first before going further on.

Paul Diaz: Yes, Marika. It's simple. Just there is unanimity here. That was just user on my part. Sorry it should have been yes.

Cheryl Langdon-Orr: Paul, you're not going to be the only one admitting to use error in this all preempt my later comment on some of those as well.

Alan Greenberg: We have - there's a later question where about a third of us didn't answer at all. And I'm personally blaming the survey tool, but we'll see.

Marika Konings: It's always easy to blame the technology.

Cheryl Langdon-Orr: I'm (unintelligible) while I was doing it, but anyway.

Alan Greenberg: Say that again. Go ahead.

Cheryl Langdon-Orr: Go ahead, Marika.

Marika Konings: I'm happy to update the survey where people feel that, you know, the answer is either due to multitasking or computer errors have not been accurately reflected. So I'll update this one to show that there is 100% support for giving RAEs a right to recover their domain names, at least for a certain amount of time.

This question is closely linked then to question five, like how much time should - what should be the minimum time frame during which a domain name can be recovered. And here we see a broader variation. I mean I did a quick calculation taking, you know, the different options - taking out the two extremes. There were two people that said I think 90 days and one even went further than 90 - plus 180 plus 90.

So I left those out of the equation for now and that came down to an average of 26 days. And I guess that's area where, you know, the group might want to discuss whether, you know, people find that reasonable, too much, too little. And that there's a agreement that there should only be, like for a certain amount of time I guess a debate around this question would then be, what should that amount of time be?

Alan Greenberg: And I guess we need to add Paul to that. Interesting several people didn't answer this question at all according to the counts. Several people who answered the first one did not answer the second one. Maybe those are the - I can't explain it. Go ahead, Marika.

Marika Konings: I think that's why maybe James has raised his hand, because actually I see that I think he didn't provide a response to the actual days.

James Bladel: It was actually - this is James speaking. I was actually raising my hand to go back to Number 1. Or I'm sorry, Item Number 3. Should there be a right for the RAE to recover and yes I just had a little bit of hesitation around the word right. I know this has some pretty strong legal definitions in certain areas and I just thought maybe we could look for a synonym that gets our message across that doesn't, you know, create problems down the road.

Alan Greenberg: Ability?

James Bladel: Ability is a good word, yes -- opportunity, ability, chance, mechanism -- all those things.

Alan Greenberg: Yes, I don't think we were trying to imply anything much stronger than a reasonable opportunity.

James Bladel: Thank you.

Alan Greenberg: But check again when we write the report to make sure we catch it.

James Bladel: Oh, I will.

Alan Greenberg: Back to you, Marika.

Paul Diaz: Alan, its Paul.

Alan Greenberg: Okay. Sorry.

Paul Diaz: I just wanted to weigh in since I made the mistake on Number 3, the first one, for this one, Marika, if you want to update put me down as an other. And I would put down 26 days - excuse me 28, but...

Man: Ooooh, weasel words.

Paul Diaz: No, no, no, 28 'cause that's - and that's a real number.

Marika Konings: Okay I'll make that change.

One question I would have on Number 3, playing there with words, because my interpretation was of calling it a right would be that you would actually change consensus policy to stating that, you know, every registrar should at least provide whatever we agree upon X number of days, you know, as a given.

I don't know if that, you know, if people feel that that's implied in and also in ability and opportunity or whether, as well, different views as to how that should be enforced or interpreted in the outcomes or recommendations of this group.

Alan Greenberg: Well I guess my position is that if every registrant has the right to do this the only way to enforce that is by putting it in the policy. Otherwise it's left up to the discretion and some will have the right and some not. Michele?

Michele Neylon: How do I word this? I mean the problem I have is I think we shouldn't jump the gun immediately. Let's see where we have areas of strong agreements, rather than trying to get too caught up in what ends up in a policy or what doesn't end up in the policy.

Personally I have issues with the word rights, because I think that's far too strong. I think ability or one of the other synonyms that we suggested is something that I'd be much happier with. The problem I have with right is not solely the case of putting something concrete in per say. It's also the case that if you give registrants an inalienable right to do something, then they may try to enforce that right even when they've been given all the opportunities and yet they have not taken up the opportunity.

So even if I were to send my registrants registered letters and have members of my staff go to their houses or offices they, you know, if they didn't - if they still have this right it just seems, you know, it just seems to go too far for me. It's just my own personal(unintelligible).

Alan Greenberg: James?

James Bladel: Yes I just want to add to what Michele was saying. The problem I have with right is that it doesn't allow any flexibility. So but, for example if a name were locked due to fraud or maybe there was some sort of pending legal action against a particular registration, you know, it would be hard to - it could open the argument of which right is more - which right prevails? The right of the registrant to, i.e. to recover versus, you know, the preceding that is currently in action against that name. So I just wanted to stay away from that particular word.

Alan Greenberg: Mikey, you had your hand up and then down again. Again, yes.

Mikey O'Connor: Yes I don't know. I just love raising it. I didn't like the word either. I think I think I wrote it in my comments on the first try when I posted the response. And so I would agree that if we can back off the word and choose another word that gives us a hint as to the degree of enforceability that'll help. I think right is too strong.

Alan Greenberg: Well I would assume if this ever gets to the point where it's written in a policy where words have to be enforced the wording would be closer to the registrant must have the ability to restore the domain number under such and such and such and such conditions. I'm not sure the word right would ever be used in a formal policy if it gets that far. I may be wrong, but in any case, I think everyone - no one seems wedded to that word at this point. Michele?

Michele Neylon: I mean that's it basically, Alan. I mean the key thing here is, you know, in a policy you're going to end up with something which is going to have certain

(writers) with us. So I think if we could just drop the word right and move on to something that we don't have violent disagreement with then our time would be used more productively.

Alan Greenberg: I think we already did.

Marika Konings: Okay. This is Marika. I'll change it as well in the question, so that the survey as well reflects, you know, our discussions today. Everyone agreed.

So then moving on, I think, you know, the timing has probably then we have to take it at a later date and then see where people are willing to to meet each other.

And then look at Question 33. Should WHOIS status messages related to the expiration be clarified change to avoid confusion over when a domain name registration expires has been renewed by the registry.

And here you see as well 73% of respondents saying, yes. One person saying no, strong views either way and three people saying no.

Alan Greenberg: I guess as we go through each question if anyone has any comments on either elaborating their position or trying to clarify what the question means it would be a good opportunity. James?

James Bladel: Yes. I don't know how much we want to get into this, but I was hoping to lobby some of my registrant colleagues to come over to the yes column. You know my thinking here is that in who is, when a name is in the auto renew grace period, from a registry's perspective it shows that it is renewed.

And from a registers perspective that's all they really care about. But it is confusing I think for a registrant to receive a renewal notice, but then look at the WHOIS and then see that they have an extra year tacked on. And I think



that that might be an impediment to getting more traction from the renewal notices.

So you know, I was just trying to think of what are some lightweight ways that we could draw some attention to this difference. And one thought I had was, you know, having some sort of an asterisks or something after the name or after the date in who is that says, you know, this name renewed automatically, but it is, you know, open to calculation for the next 45 days or something like that.

Alan Greenberg: It's renewed, but it's not renewed.

James Bladel: Yes. It's conditionally renewed or something like that. I think that, that grace period is important and it should be visible somehow. But I struggle, you know, admittedly I struggle with how to make it visible.

Alan Greenberg: It's regrettable that we use the same words in so many different ways. In this case renew. Jeff?

Jeffrey Eckhaus: Okay thanks. And just I guess this will bring up to the point that not all registrars are in alignment or in a block here. So I think that - I had I think - I know the comments aren't in here, Mike. Two points were I don't believe that, you know, a large percentage of the people who are having issues that, you know, or that claim to be having issues are people that look up information in the who is, but that being aside I think - I just James had thought and I guess people have thought of this saying, hey is this a light weight or an easy way to do this.

And I think if you really think about the mechanics it's almost impossible or very, very difficult to do something like this, because you know, the registry, you know, they auto renew it I understand that. And it's paid for in their mind, so that is the information that's up there. But it would require the registrar

collecting the funds and then having to send a command to the registry stating, hey we've collected the money. It's been paid for.

Then the registry having to go in and make a change and updating the who is. And I don't know, you know, to me that's a lot of work and it's very complex and just brought with chances of a disaster and where people saying, hey it said on here, this information and it wasn't true that - I don't know if this is what we're looking for. If that's worth the time and the effort and if that's - that was really the goal of what we're looking at in this working group.

James Bladel: And if I could respond to that real quickly, Alan.

Alan Greenberg: Sure.

James Bladel: Jeff, you know, you've already put more thought into it than I did to be honest. My thinking was that there would be this asterisks that would appear when a name auto renewed and it would just automatically go away once the 45 day (ARGT) expired. And there was no confirmation or, you know, verification of that or anything like that. Just some sort of a mark attached to the expiration date that says, you know, this is conditional.

But you know, I hear what you're saying and again I'm not trying to, you know, dig in here. I'm just trying to think of ways that we can clarify this, so that we get more uptake on our renewal notices. That's it.

Alan Greenberg: Michele?

Michele Neylon: Yes. It's funny that we're actually having this conversation now, because earlier today several of us were on a call with one of the guys from VeriSign who drafted the current EPP RFC, Scott Hollenbeck. And I mean the thing is this, is that there's two ways that this could be handled. One with (pin)

registries where it's handled at the registrar level in some way or the saner or a more uniform way would be where it's handled at the registry level.

Now I mean there's nothing technically to stop the registries from adding in extra text or whatever in the WHOIS output. I mean it's catered for within the EPP protocol and you wouldn't need to do anything crazy there. All you would have to do is agree on what was being put out.

I think it's something that maybe the registry operators might not like the idea of doing this, but whether they like it or not it's still within their gift to do so. And I think it would make life a lot easier for everybody. I mean Jeff has valiant reasons for not liking this. And I can - while I can understand where he's coming from, I think, you know, he's making it sound more complicated than it necessarily has to be.

(Unintelligible) perfectly (unintelligible) to disagree with me on this. But from my perspective I think, you know, this is something that technically can be done if it were done it would remove a huge amount of headaches for all parties involved right across the board. So I think it's something that should be left very squarely on the table.

Alan Greenberg: I had my own hand up. I guess I'll take a position not dissimilar from Michele's in answer to the first question. At this stage we're trying to get consensus and principal. We're not writing the implementation spec. And there may well be different ways of doing this and it may be worth while doing it in the - what Jeff perceives as a more complex way or in some other way.

But if it's a target to give the registrant clear information in who is I think we should leave that target at this point and ultimately we will have to look at various implementations and their impact on both registrars and registries and try to find some reasonable course through. Jeff?

Jeffrey Eckhaus: Yes. Thanks. I just, you know, I agree. I mean, Michele you're right. Listen technically anything is possible. We've put men on the moon. You know to get status changes in WHOIS is not, you know, technically impossible.

What I'd like to say is that if we're looking toward what is, you know, maybe I could just say a cost benefit analysis or what is going to get us really to sort of wrap this group up and say, what are the issues that our people are having with post expiration? What can we do to solve it?

If we need to pick our battles what we want to try and do, I would push that one off and say, I don't think that one is going to be a big change and one that I would pass on. But that's just my opinion.

Alan Greenberg: Anyone else on Number 33? Michele?

Michele Neylon: The thing is this, I mean Jeff, when was the last time you did front - first line technical support dealing with registrants? I mean the reality is, the WHOIS statuses with the date do cause confusion on a regular basis. Now I know that the registry operators don't like change, except when they feel it's something that should be pushed down towards the registrars. But in this instance I think it's something that, you know, it's something that should definitely be pushed. I mean it's a two-way street.

I mean, you know, the thing is ultimately I know from my own experience dealing with registrants has been wor - much smaller registrar than the other registrars on this call. I see the kind of problems that arise on a regular basis with registrants where they are confused by this. And if anything that would get rid of that confusion would make life infinitely easier for everybody involved.

Alan Greenberg: Thank you, Michele. I'll add a personal perspective. Just having often being involved in a number of these confusing cases. What very often happens is someone has a domain who knows absolutely nothing and when there's a

problem they call their knowledgeable friend. Their knowledgeable friend knows enough to do a WHOIS and then reassures them, no your domain's being renewed or something like that. And I've heard that story far more than once.

Anyone else on 33? Then Marika, it's on to you for 7.

Marika Konings: Then Number 7, the question was should information were to find a cost for recovery after expiration be clearly defined in the registration agreement. And you can actually see that no one said no and actually those that said other seem to agree that information should be available. They just provided other options as to where that should be available.

I think some mentioned that it should be on the Web site or should be on the domain name registration page. So again there seems to be an agreement that the information should be readily available. You know probably some more discussion required as to where that should be done and how that should be implemented.

Alan Greenberg: If I remember correctly we did a fair amount of discussion on the rewording of this question. And we originally had, should it be in the registration agreement and everyone -- excuse me -- everyone pretty well agreed that, that is not the place for it. But I think at the time we were talking we envisioned that the registration agreement would say it's on our homepage or it's on such and such or it can be found at. And I don't think we were any more specific than that. Michele?

Michele Neylon: I think in some respects this actually is a bit moose, because ICANN already issued an advisory on this in the last couple of months, just basically stating that the recovery fees have to be visible on the registrar site.

Alan Greenberg: Isn't that only the RGP recovery fee?

Marika Konings: That is correct. That only relates to the RGP which is currently a provision as part of the (EDEP). Basically states that the fee should be posted and some interpret it as just saying, yes a fee is being charged and not actually stating how much it would cost. So that was clarified, but not in relation to cost for recovery after expiration.

Michele Neylon: Okay. Fair enough. Sorry.

Alan Greenberg: Helen?

Helen Laverty: Yes I have a problem with clearly defined, because clearly defined varies with rather a lot of different people. What you might think is very clear, might be impossible for somebody else. I'd just like to strike the words clearly defined out of the statement.

Alan Greenberg: What would you suggest replacing them with?

Helen Laverty: Why do they have to be replaced?

Alan Greenberg: Well the sentence saying...

((Crosstalk))

Helen Laverty: Should information on web...

Alan Greenberg: ...the cost of recovery...

Helen Laverty: ...find the cost to recover ought to be after expiration be in the registration agreement.

Alan Greenberg: Well I think that was in the original question and people violently disagreed that we don't want to cast in concrete in registration agreements things like prices. I believe that was the original wording.

Helen Laverty: Well what clearly defined mean, that's - clearly defined is...

Alan Greenberg: It says where to find the cost should be clearly defined.

Helen Laverty: Yes. Should information on where to find the cost be in the registration agreement?

Marika Konings: Helen is just suggesting to take out clearly defined.

Helen Laverty: Exactly.

Alan Greenberg: Okay. Sorry.

Helen Laverty: That's what I'm saying.

Alan Greenberg: You're right. We still have (find) the cost. I have no problem with that. I mean I guess the only problem with that is later or somewhere else in this agree - in the survey there's a question on should registration agreements be clear and understandable and there certainly was no consensus on that one. So we're moving through...

Helen Laverty: Well, yes, again that is often is a problem. Clear and understandable to a lawyer or clear an understandable to the every layman or clear and understandable to my dogs.

Alan Greenberg: I'm not disagreeing. I'm just saying that, does removing the words here give an opportunity to bury and I just ask the question.

Helen Laverty: I don't think it does. I think it has to be in there. And I think people should make all attempts to make it possible. I mean it circumvents in the circumstances if you don't put it, you know, you make it impossible to do it or

you certainly put it in a bit of obscure linear A, linear B script. I'm sure there'll be objection to that, but I think it's fairly obvious.

Alan Greenberg: I mean...

Helen Laverty: Without getting into the legal ramifications of it wasn't clear to me, because my dog didn't read it. My friend from up the road couldn't find it up the road, but he is illiterate, but, you know, just...

Alan Greenberg: What do other people feel on this? In general we've come to the conclusion that most people don't read the registration agreements, so putting something there is not the clearest way to alert someone to it. How do people feel about it? Mikey?

Mikey O'Connor: I think that they're different points. You know what I think we're all agreeing to here is that the information should be in the registration agreement and not necessarily specifying where else it ought to be.

Alan Greenberg: When you're saying the information, you mean the information on where to find or the cost?

Mikey O'Connor: I'm reading Section 7.

Alan Greenberg: Yes.

Mikey O'Connor: And saying that I agree with Helen. That, that sentence doesn't suffer at all if you take out the words clearly defined. And that's what we were agreeing to, that it should be in there. At least that's what I was agreeing to. And that, that sentence isn't really saying anything about where else it ought to go. It might be a good idea to put it somewhere else too. But at least it ought to be in the registry.



Alan Greenberg: But when you're saying it, you're talking about the pointer to where to find the data - the actual cost or are you saying the it is the actual cost?

Mikey O'Connor: No the information on where to find. Just you know, we're descending into minutia.

Alan Greenberg: Any other comments? The general consensus to remove clearly defined. Hearing nothing negative and several positives we will go ahead - Ron? Ron, no?

Ron Wickersham: Sorry. I was meaning to raise the checkmark that I agreed with omitting clearly defined in the conference queue. Okay, bye.

Alan Greenberg: Okay, Marika. We - those words get stricken.

Marika Konings: I'll make note of that. So moving on to Question 35, should additional measures be implemented to indicate that once the domain and registration and the auto renew grace period has expired, we received 60% responding yes and 20% no strong view either way and 20% saying no.

And some provided suggestions in the comments on what measure should be taken. And so again this is probably a question where we should see if there's agreement in principal on possibly some additional measures and I guess a later discussion could then look at what kind of measures might be appropriate or agreeable to all.

Alan Greenberg: I have a specific question. Unless I'm mistaken, Ron, you had said that a domain name must go dark and should not under any conditions work, but you said, no additional measures are necessary here. And either I'm misremembering or I'm confused.

Ron Wickersham: Yes, because that's the expected mechanism that is the strongest notification that the domain has indeed expired. If we play around and we move that

notification then other notifications have less meaning, you know, I mean if everything continues to work.

Alan Greenberg: So this question was taken in the context of assuming that the domain goes dark, are there additional measures...

Ron Wickersham: ...Exactly. Yes.

Alan Greenberg: ...from your point of view. Okay.

Ron Wickersham: Right.

Alan Greenberg: Marika, I don't remember. Was this - where was this question placed in the order. What was the one before it? I have them here somewhere.

Marika Konings: This was actually a new section for one of the charter questions, because the one before related to the WHOIS status messages.

So this was the first question in the section on whether additional measures need to be implemented to indicate that once (unintelligible) auto renew grace period it has expired.

Alan Greenberg: Over and above WHOIS, it was the context then.

Marika Konings: I don't understand your question.

Alan Greenberg: Doesn't matter. Helen?

Helen Laverty: Yes I just wanted to get back to the question of the domain going dark. I mean there are different ways of doing it. Some registries will actually put a domain in (suspensionally) expires. There's often trouble with that. Here for example, the .co organization will put the domain in suspension, midnight

Ottawa time which drives everybody in British Columbia nuts, because it's three hours before midnight.

The way other registrars will handle .com and .net is they'll actually change the DNS on it, but they'll have a nice little link saying, this domain is expired please click here to renew it which might be a better option. So I don't want to take away all the options or just have the domain go dark or necessarily have the registry make it go dark.

Alan Greenberg: I will apologize. I use the term go dark as a short hand.

Helen Laverty: Okay.

Alan Greenberg: I believe somewhere else we actually talk about putting up a page saying things.

Helen Laverty: Yes, but there should be several different possibilities, so I'm happy that you've clarified that. Thank you.

Alan Greenberg: Sorry. I tend to use shorthand which I understand, but nobody else does. Jeff?

Jeffrey Eckhaus: Yes thanks. I was one who said no and my reasoning on that since the - I'll just - I'll elaborate since the comments aren't there, was that it should be left up to the registrar and I think the reason why - I'll tell you the reason why I stated that was, I don't think that we have any empirical evidence that says one additional measure works better than another in notifications for renewals. I mean I know that you're saying to yourself, what does he mean.

Of course if it says this, then that must be the best way, but we don't know that for a fact. And I, you know, I think there is sometimes the law of unattended consequences where we could put together a measures. Then we say, we think this is best, where it's actually doing the opposite.

And unless somebody, you know, comes through and says, we've done the analysis and we did a, you know, a double blind study and there was a control group and we know that this is the best method. I would hesitate to ask registrars to produce a certain measure or certain method unless we know it's effective. It could be having the opposite effect.

Alan Greenberg: Is that it? Okay.

Jeffrey Eckhaus: Yes. That was it.

Alan Greenberg: Sorry. I guess I'll give an example of what you're saying, but then use that example as a driver for the opposite answer on what happens to email post expiration. There are those who say it should be delivered and those who say it should go dark, it should bounce or whatever, just as a Web site does. And when you think about a domain name which is only used for email, the email failing is the only indication the registrant will ever get that it happened.

And I agree we don't have double-blind studies, we don't have definitive information, but we do have plenty of examples of the situations which don't work very well. And I think ultimately we're - we are going to have to make a recommendation. Whatever that recommendation is we'll - remains to be seen.

Jeffrey Eckhaus: Well, I disagree with that...

Alan Greenberg: I'm not sure we're...

Jeffrey Eckhaus: I'm sorry go ahead.

Alan Greenberg: ...(unintelligible) the recommendation. Sorry. Go ahead, Jeff.

Jeffrey Eckhaus: No sorry. I didn't mean to cut you off. I thought you were done, Alan. Can you repeat the last thing you said.

Alan Greenberg: I was.

Jeffrey Eckhaus: Okay yes. So I think that I don't mind, you know, going through this, but I think that - it's just as I said I'm very concerned about the law of unintended consequences and what would happen and if it really helps and I think that we need to think long and hard about that before we put forward a policy recommendation, you know, until we have some evidence that it would work. And that was it.

Alan Greenberg: Well the only other comment I have is if I is - Marika, correct me, but if I remember correctly from our survey, every single registrar in this group and the other ones who answered the top nine or top ten registrar questions, in fact do within a few days of expiration do put the domain name in some sort of (abeyance) at least for the Web. And put up a screen which may - in most cases has a message on it saying, your domain name has expired. Some don't. But I don't think anyone said we keep the domain name working.

Man: Right and Alan...

Alan Greenberg: So I don't think we're suggesting anything different here than what most people seem to be doing.

Jeffrey Eckhaus: I agree with you. I mean I'll just say that for us, you know, we do that as well. We change the DNS and you know, so the Web site changes and you have information on that it has expired. And we do that, you know, as - we're part of that camp that believes that's the best way.

But what I'm seeing is, I just sort of in that, you know, I don't know if it's like a libertarian sort of mind, but you know, I think that sort of thing should be left up to the registrars and until we can see that maybe registrants were harmed

or that they didn't renew their domain, because of those additional measures were not enacted. I'm just tough to enforce those additional measures on registrars that don't do it.

Maybe there are none that keep the site up. I don't know the answer to that. I know we don't, but I know most - I agree with you, most don't. But that's just giving me pause. That's the only point.

Alan Greenberg: Noted. Anyone else on this question? Marika, 11 then.

Marika Konings: So Question 11, should registrars be required to offer redemption grace policy for registries that offer it -- 60% are saying yes and 7% saying no strong view either way, one other indicating that the question isn't clear. So probably didn't have enough information to either answer yes or no and then 27% saying no.

Alan Greenberg: I guess I'm curious on the people saying no or no strong way. Why they think it's reasonable that the domain could be in hold status or whatever the status is the registry has it in at this point, but it's not reclaimable by the original registrant. And I'm not quite sure of what the rationale should be for allowing that - not allowing that for that kind of situation to occur. Paul?

Paul Diaz: I'm sorry, Alan. We're on Number 11, right?

Alan Greenberg: Yes.

Paul Diaz: Okay. So the question is should they be required to offer RGP and the reason I answered no is simply it's an optional service, provided market differentiation, you know, we may, we may not. It's a choice. I simply voted no, because I don't want it to be a requirement. So I'm not sure where you were carrying - extrapolating beyond the particular question at hand.

Alan Greenberg: Well if you go back to the time when the RGP was originally created there was sort of a presumption in the community that it was going to be made into a consensus policy for registries and registrars and it never happened. And the question is, should it be happening now, is why the question is there. James? Sorry, Paul, were you now finished?

Paul Diaz: Only to say that if that's something that would be a consensus policy and that wasn't one of the focus of this particular working group.

Alan Greenberg: I would - okay we disagree on that. I think that it is one of the items that is within our scope. But we can discuss that later. James? Yes, James.

James Bladel: Yes, Alan. This is James speaking. Thank you and probably agreeing with Paul here, as well as with Jeff from the previous question. I just - I didn't like the word require. You know, I personally think it's a good idea. Our company does it, it just it puts us in the position with the use of the word require. It puts us in the position of determining what we feel is best for all registrar business models and I just wasn't comfortable saying that yes, this should be required.

And to your point about historically that was the original intention of the RGP, I would ask that, you know, if it wasn't in there to specifically require that from the original policy then there may have been a good reason for that. And I don't know the answer to that, because I wasn't around at that time. But it's just possible to me that someone somewhere along the line also thought that, that was an (untenable) policy recommendation and that's why it isn't there today and that's why it's optional. And I think it's a good option. I'm glad that most of the registrars on the call probably offer it, but I recognize that it's probably not appropriate for everyone, for all registrars.

Man: In fact...

James Bladel: There's another part of it too. Is that there is an additional fee and some additional paperwork and effort involved and that means that there would be

an additional burden to registrars to offer it. So if they don't feel that it's a value for their customer base or the market segment that they're targeted. I don't know that required is the right word.

Alan Greenberg: Of course they can fit the fee anywhere they want. Just for the record there never was a policy. It wasn't made a consensus policy registries either, although virtually all of them have implemented, but it never got to the stage of policy. Michele?

Michele Neylon: Yes I just wanted to get back to the - I was a yes. I wanted to defect to no.

Alan Greenberg: I'm not sure we allow that.

Man: Well, (unintelligible). Oh we do, but remember...

Alan Greenberg: Sorry.

Michele Neylon: I mean I think I'd have to agree with both Paul and James were saying, so I'd have to change my answer to no. I mean it's the required part that I have issue with. Should registrars do something yes or no I can answer, should registrars be required to do something, changes it quite significantly?

Alan Greenberg: Helen?

Helen Laverty: Okay. Just getting into a little bit of historical data, the whole reason for the redemption grace policy was because in order to recover funds registrars can delete the domain instantly to expiree. And in some cases registrants found that they couldn't renew the domain instant. It was deleted. It was gone and they no longer have it.

So they came up with this redemption grace policy. Basically registrars agreed to give a certain period of time in order to renew the domain. Let's say it's 26 days, 20 days, 10 days, whatever, but a certain amount of time to



renew the domain after it's expired. The redemption grace policy should not be a requirement. So it would understate that. We don't actually need to say they must offer the redemption grace policy.

If any registrar that wants to delete the domain the instant it becomes expired then maybe they should be required to offer the redemption grace policy. But if we are going to state that they should offer a certain period of time then there's no reason to do both of them. It should be sufficient for registrants to renew it. I mean the registrants that would like to have free domains for lots of years are probably out of luck.

Alan Greenberg: And so would I for all of mine, but I don't think that's what we're discussing here. I'm sure you would also.

Helen Laverty: Not if I'm the registrar, no. Sorry.

Alan Greenberg: Cheryl?

Helen Laverty: So yes, what I'm saying is Statement 11 is probably not a required thing to say or at least we should just take out the word requirement if we're going to agree that they do have some kind of renewal period after the domain is expired.

Alan Greenberg: Okay, but you'd put a rider on that, if there were no renewable period and there are registrars that do that, then they should be required.

Helen Laverty: Yes.

Michele Neylon: Not really, Alan. Because I mean if we're putting in a requirement elsewhere that they allow people to renew their domains then their redemption grace period is moot.

Helen Laverty: That's exactly what I'm saying.

Alan Greenberg: Well Michele, I don't think so. We've had the argument that business models of some registrars may say they don't want to advance the money for 45 days and they simply want to delete it. The current policy says, the renew - the auto renewal is for 45 days unless it's deleted.

And registrars still have the ability of deleting it at anytime, including immediately and essentially not paying or getting back that money. So I don't think we can allow that and still, you know, claim that you have to - still have to keep the name up for 26 or 45 or whatever days. I think those two would be at conflict. Cheryl, I think you were next.

Cheryl Langdon-Orr: Thank you, Alan. I just wanted to make sure that it was on the record at this point in this meeting that what we're doing going through all of this is certainly not just ascertaining we have agreement and divergence of view, but we also have the opportunity to make better formed and more clearly understood and less open to misinterpretation or misreading questions, should we wish to take this further beyond our internal group.

So I think it's really important that as we're seeing we have words where whole turnarounds can happen on how people will respond. And we had this happen a couple of times that we need to be capable to capture that. So should we wish to take any of these questions to any parts of the wider community within ICANN that we don't have words like required in the questions, so that we get a more reflective of reaction and community feeling back with the questions, that's all.

Alan Greenberg: I guess I - let me push you a little on that. I'm not sure what the meaning of this question is if we take the word required out. I mean right now there's a binary decision a registrar can offer it or not.

Cheryl Langdon-Orr: Yes. What we're hearing is difference - looking at Michele's change in this question. When it's a requirement, in other words, mandate with no wiggle

room, he needs to change his response. I'm just saying that should we make questions to go beyond this group in the future we need to be very, very careful about when we use limiting or highly instructive words which have legal ramifications.

Alan Greenberg: And what I'm asking is what word would we use instead for the question to be meaningful.

Cheryl Langdon-Orr: We're not re-writing another survey now.

Alan Greenberg: Okay. Michele?

Michele Neylon: Alan, the question is perfectly valid if you remove the word required. I mean it's - look if you want I can give you an attached semantic analysis of the damn question. Remove the word required and it becomes a question which Cheryl said, you're more likely to guess a kind of a general feeling from people whether they're broadly in favor of the concept.

You put the word required in there you're taking it from being something that I personally might like as an idea or then for a variety of reasons telling me that I am obliged to do it puts me into a corner. I mean that's - the question without the word required is much more palatable and much easier to answer.

Alan Greenberg: Okay. Jeff?

Jeff Eckhaus: I'm actually with Alan on this one. I think the word required should stay in there, because I understand that - and I think Michele, your reaction is exactly what the reaction in the question is supposed to be. It's supposed to be, yes it's required, they must have it or no it's at their option. I think that's the point of the question.

And I agree with Alan, that it's a binary choice. And if it's not required, then you're just flipping the question around saying, it is now - should it, you know, it's not required now, should it be required? I think the required has to be in there. And I agree with Alan on that.

Alan Greenberg: I mean otherwise I think it's a customer survey.

Michele Neylon: What's wrong with that? I mean you're asking us for - to give our opinions on a possible change to policy. I mean the thing is the policy does not exist in a vacuum. It's all very well saying that in an ideal world you'd like to have X, you'd like have Y, you'd like to have Z. But once you start mandating something, it's not simply - it's no longer a question of this was a nice idea or not. I mean this is a mandate. So I'd have to disagree with you.

Alan Greenberg: Okay. I think we need at least some of those. Where are we Marika?

Marika Konings: Next question is 21.

Alan Greenberg: Number 21.

Marika Konings: So Question 21 asks, related to the current provision in the (ari) only makes reference of a second notice and the question is, is this provision sufficiently clear? And here 23% says yes, 60% says now and then one person says, has an other response, which I interpret to mean actually a yes answer - actually it should be a no answer, because it's not very clear, especially with regard to extenuating circumstances. So it seems that Ron's response should be added to the no category. Ron, if you're on the line do you agree with that assessment.

Ron Wickersham: Yes. This is Ron, yes.

Alan Greenberg: Any discussion on it? Anyone in the minority view want to explain their position or vice versa? Nope. Okay we go onto 26.

Marika Konings: So 26 asks the question, are notices post expiration required if yes, please specify details. So 57% says yes, 21% says no, 7% no strong view either way and other is 14%. And here again I think Michele says, shouldn't be required, but like it as a concept. And I think Ron indicated that it wouldn't be effective due to the deletion of the DNS delegation.

Alan Greenberg: I don't know what that means. Ron, are you here?

Ron Wickersham: This is Ron. If I can clarify, notices - if the domain goes dark you use your abbreviated terms, then email won't be delivered, so an email notice is meaningless, so.

Alan Greenberg: That's assuming the email is going to the domain in question.

Ron Wickersham: Yes, excuse me.

Alan Greenberg: Which is not necessarily the case.

Ron Wickersham: Yes. Sorry.

Alan Greenberg: We're having problems.

Ron Wickersham: Yes.

Alan Greenberg: In light of that does that change your question or your answer?

Ron Wickersham: No I don't see anyway for email not to go dark if email - as a way to - it'd have to go dark in order to notify that the domain has expired. If there's messages that appear to be SPAM, therefore you didn't renew the domain name then delivering them after its expired, looking like SPAM doesn't help the registrant.

But email stopping is a clear notification while there's still time to do something about it. And my concern is that if it doesn't really break then the grace period or delays, that recovery actions don't get taken in time to be meaningful. And that is a big loss of registrants.

Alan Greenberg: I guess I'm confused, because we're talking about notices to the admin contact and technical contact, not necessarily mail to the domain. I realize in some cases people will advise people do send their domain, you know, set their contacts pointing to the domain. But hopefully that's not a common occurrence. James?

James Bladel: I guess I'm going to comment. Yes and just to further complicate what Ron was mentioning is that, you know, there's a way to by just changing the A record and if the DNS is hosted with the registrar that we can fail the Web service, but still allow email to go through. I think that upsets the balance a little bit of wanting to deliver those messages, but yet also wanting to indicate clearly that something is - that the domain has expired.

But my original reason for raising my hand, Alan, it was that I think that this question is predicated on some sort of presumption of the answer to the question - the first question. Because if that is Question 3, should there be, you know, some period to recover domain post expiree. I mean if there answer is no then the notification seems to be, you know, kind of moot.

Alan Greenberg: Excuse me. Jeff?

Jeffrey Eckhaus: Did you call me, Alan?

Alan Greenberg: Yes I did. Sorry my voice is failing.

Jeffrey Eckhaus: Okay. Sorry I didn't hear you. Okay so first I just want to say just I'm going to have to drop off the call after this comment, because of the time differences I guess for this week. But I was one of the people that answered no on this.

And since the comments aren't there I'll just elaborate and say that, my reasoning was that the registrant signs up for a specific term and contracts for that term and during that term I am more than okay sending them three to four, five, six, renewal notices, you know, I'd be happy to send them one every week if it didn't, you know, if it increased the chance of renewals.

But I think once that term is over our contract as a registrar, your contract with the registrant is over and they're no longer owed a notification and this will - this is one where again I also agree that the word required is the one that ticked me over. Saying do I think it's a good idea? It may be a good idea for people to do that? Should it be required? I don't believe so, because of the contractual term of that one year is over.

And once that is over the registrar does not owe it to them. But as a business practice I may think differently, but as a requirement. I think that it should not be required.

Alan Greenberg: Okay. Michele?

Michele Neylon: Sorry I had myself on mute. I mean look my comment pretty much says it all. I mean I don't think that they be required, no I don't agree. But I might choose to do this, yes why not. I mean the other thing is I'd say with some of the ccTLDs that we would offer just for our own sanity, we were able to offer recovery on a lot of those post expiree without there being too much pain.

Where as with other ones we wouldn't be, so you know, depending on what you're doing in terms of TLDs apart from your standard gTLDs, it may or may not suit you to do it, so making it a requirement, no, if people want to do it, sure why not.

Alan Greenberg: But sorry, could you clarify. This PDP is only related to gTLDs though.

Michele Neylon: Whether the PDP's related to gTLDs or not is irrelevant, because the reality is, if my business - if in my business I'm dealing with, let's say for arguments sake I've got 500,000 names under management of which 300,000 of them are ccTLDs and only 200,000 of them are gTLDs. Most of our registrants are buying ccTLDs and gTLDs. It'll cause greater confusion for them. I'm just explaining my logic to you.

Alan Greenberg: Okay.

Michele Neylon: I mean I understand the discussion about the gTLD. I'm just explaining to you that in some cases it's easier for us to do things, because we're doing other things.

Alan Greenberg: I understand. I was just asking for a clarification, because you seem to be implying that, you know, that we were talking about required for other TLDs also. How...

Michele Neylon: No, no, no, no. It was just more to do with - it was more to do with sanity. I mean, you know, it's just - if it - it's like with a lot of other things, say with regards to who its status is. It drives me mad and it drives my staff mad that, you know, that there are different status accessed depending on the different TLDs.

So for example with some of them it's actually - the domain it once it expires, that both ourselves and the registrar gets hit with a significantly higher bill which is very, very frustrating. It also frustrates me for example that I can only register (CLUK)s for two years. I can't register them for one or for ten.

Alan Greenberg: I guess my only comment is I've been deemed to be insane a number of times, but going down the route of trying to get ICANN to have uniformity over gTLDs and ccTLDs is a little bit past even my level. But I understand why we would want to do it.



Michele Neylon: Well it's just from our perspective Alan. I mean, you know, there's certain things that it's just easier for us to explain to be able to say to people, look, you know, it's just what happens with domains in general. It's when you have lots and lots of different ones it becomes really, really complicated.

Alan Greenberg: No, I...

Michele Neylon: You know, from my perspective if I can offer people the same time, so I don't - being obliged to it be that silly.

Alan Greenberg: I understand completely. Helen?

Helen Laverty: Yes. I also have problems with the word required. And I think recommended might be a good idea, because as pointed out the agreement as expired with the registrar, so it really is a choice of the registrar to do it. As far as the registrant having the lunacy to have the admin contact on the domain, it's actually quite a good idea.

Yes, you can't send out the email notices if their domain is down. But on the other hand they probably noticed and my experience, because we have actually done it both ways. We've tried letting the domain go longer before we bring it down and we've tried cutting it. Some of the people when it cut respond initially feeling negative, how dare you I need the email for my business. I need my Web site for my business, et cetera.

And we point out that we're very glad that you've contact us, because you have obviously missed all of your renewal notices and we didn't really want you to loose your domain which you were in danger of doing so. Once they realize this they're actually quite happy. In fact yes I've renewed it. Thank you very much for letting me know, that was stupid of me.

Alan Greenberg: You just used my argument. That is, would you prefer that it just disappeared completely and not be redeemable which is the alternative.

Helen Laverty: I'm sorry. Would that be disappear?

Alan Greenberg: No, the alternative to not bringing down email or something like that is when it actually finally goes. It goes and can't be redeemed at all. It doesn't sound preferable from my point of view.

Helen Laverty: Well there was not point in sending post-expiration date notices, unless the domain is redeemable. Once it's not redeemable you wouldn't really want to bother doing that.

Alan Greenberg: No, no, I - this wasn't in regard to this question, just in the reaction of customers.

Helen Laverty: Well the reaction of customers does show that if something changes to the domain there is more of a response to renewing it, if they really do want to renew it. And if they haven't responded then they probably don't care anymore. So it's a good idea to have some change happen to the domain if they're not responding to any of their renewal notices. Sending notices post expiration is the last ditch effort, because they probably received a lot of emails and they're ignoring them. There's probably some reason why they're ignoring them.

If it's going to a working email and they're still not noticing it, because they've got some really incredible SPAM notices, then it's probably not going to work sending it to them anyway, so having the domain change is good. So I still think it's a good idea to do it, but it should only be a recommendation at the discretion of the registrar.

And yes I agree with Michele, you do need consistency. Registrants do not understand the difference between ccTLDs and gTLDs. You make them as consistent as possible, otherwise they get confused.

Cheryl Langdon-Orr: Here, here.

Alan Greenberg: Anyone else on this one? Back to you, Marika.

Marika Konings: So now Question 44, the transfer of a domain name during the RGP be allowed. And here there's a small majority saying, no. There's 21% of people saying no strong view either way. And there's only 21% of people actually saying, yes.

Alan Greenberg: Any comments? James?

James Bladel: Yes. Borrowing from Jeff's earlier mention of unintended consequences, you know, transfers are fought with confusion, problems and security vulnerabilities. And that's the primary reason people lose control of their domain names. Expiration would probably be, I don't know if a close second, but it's probably a number two source of confusion and vulnerability - loss of control, unintentional loss of control.

And I just feel that combining them together is like putting the two meanest dogs in a room and closing the door. I just don't know what's going to come out of that. And I'm very comfortable saying that we are going to offer this new service when I think that there's a very strong possibility we would be creating a much bigger problem that will need to be solved later, as opposed to any inconvenience or harm that's happening now.

Again redeem the name, you know, wait possible a grace period and then transfer it. It seems to be a lot less to ask of someone then, you know, find yourself in a UDRP or a lawsuit type situation. So I just want to put that out there that I think the cure is worse than the disease at this point.

Alan Greenberg: I guess that's true unless the registrar you're with isn't offering the RGP and there is no ability to do anything at that point. Remember we're done talking about the add grace period or the grace period at the end of expiration. We're talking about when it's already been deleted.

James Bladel: It's still in the RGP. I guess what I'm saying is, you know, and now you've got me confused, Alan. So what poor chance does a registrant have.

Alan Greenberg: No I'm just trying to understand what you're saying. Because if it's already been deleted by the registrar and registrar doesn't offer the RGP then there is no other alternative other than just to go away for the registrant unless I'm missing something.

James Bladel: I'll have to think about that one. I'm just very weary of providing two problematic processes together. And I'll just leave it at that.

Alan Greenberg: I don't disagree with that. I wonder if some registrar on the call can clarify something. My understanding was transferred during the post expiration prior to deletion was something that ICANN allowed. And I think Michele or Jeff earlier in these calls had said that ICANN had sent out a clarification on that recently or sometime in the last year.

If anyone can clarify, is transfer in fact allowed or not allowed post-expiration, presumably with, you know, adding an extra year, but never the less it would be useful to know. Michele, you have your hand up.

Michele Neylon: Just this thing about the RGP, I mean if - yes I agree with James and also Al as well. I mean it comes back to this entire thing about the email and the domain and everything else. It's technically impossible to transfer a domain name when you can't really reach the main contact.

Yes, sure you could do it using the offline methods and all that, but I sincerely doubt that a registrant who isn't willing to pay the \$10 or whatever renewal fee is going to want to pay extra for, you know, doing faxes of IDs and everything else. So I think in some respects, I mean offering transfers when a domain is that far gone, bad idea.

Alan Greenberg: Any other comments. James, you had your hand up, but - no.

James Bladel: Yes I think Michele covered it.

Alan Greenberg: Okay.

James Bladel: Yes.

Alan Greenberg: Okay, Marika, 28.

Marika Konings: Twenty-eight and just want to make you aware as well of the time, we got already two people drop off the call, so just want to make sure as well you can get to the issue you added to the agenda on the time (unintelligible).

Alan Greenberg: Okay.

Marika Konings: So Question 28, should further details be provided on when/how these notices are sent, if yes (unintelligible) further details (unintelligible) information while at the same time not restricting registrars from taking additional measures to alert registrants.

A near 53% of respondents say yes and 27% says no, 20%, no strong view either way and there's one other response, but I think it's Mason who provided - he didn't actually provide any other comments. So I don't know if you would like to clarify now your view.

Alan Greenberg: Okay, so we have a small majority for and various other answers making up the rest. All right. Sorry.

Man: I have a question.

Alan Greenberg: Sure. I missed you James, yes.

James Bladel: Yes I have a question, it says should further details be provided on these notices and I'm assuming it's referring to notices that were sent post-expiree.

Alan Greenberg: No, these are the pre - I think this one followed the definition of the two notices before its expiration.

James Bladel: Okay.

Marika Konings: That's correct.

Alan Greenberg: So we're talking about the nominal two notices.

James Bladel: Okay. Thank you.

Alan Greenberg: Just for information among the registrars. Is it the norm to send a message just before expiration or are the two notices that people tend to send for those who only send to space that would in the weeks prior direct to expiration.  
Mason?

Mason Cole: This is Mason speaking. It depends on the registrar. My understanding of registrar practices it varies, but I think if you were to plot it on, you know, a graph somehow that you would find it's weighted toward notices prior to expiration and you know, maybe within 30 to 60 days of expiration. The other registrars on the call may want to pony up with their own experiences.

But you know, the registrar that we run we send, I believe it's a total of 17. And most of them are - they're spaced out initially and then, you know, it's maybe a couple of months before where we say, hey heads up, it's about to expire. And then it increases in frequency as you get closer to expiration. And then there are several after expiration and then after a certain amount of time then obviously it stops.

Alan Greenberg: Sure. Okay. Paul?

Paul Diaz: Yes. Only to echo what Mason said. It'll depend on registrars, but I think you'll find that forward-waiting very common, because a lot of registrars will recognize that people will have forgotten to update with an accurate credit card.

So let's say part of the agreement - say at the beginning, hey, you know, we're going to try and auto renew maybe 60 days out, 45 days out, when it fails it gives more opportunity to actually reach the registrant ahead. So I think you'll find that communication does start early as the norm.

Alan Greenberg: Yes, no, no. Yes, the question I was asking was just for my own information, if there tends to be a message sent out just prior to. I know the norm is to start earlier.

Paul Diaz: Yes. Okay. In the (Network Solutions) case to answer your question, yes we do many messages to include day of expiration.

Alan Greenberg: Yes. Okay. James?

James Bladel: Yes, just to quickly answer your question. Yes there are many notifications prior to expiration, just before expiration, just after expiration and I can speak not only for GoDaddy, but I am also a customer of two other registrars on this call and they - I can say very competently that, you know, it goes beyond

adequate notice and into the realm of really annoying volume of notices coming from the registrars represented here.

Alan Greenberg: Michele?

Michele Neylon: I'm just adding one thing. And the other thing is that what we do, is if you fail - if there's a problem with your payment method, be that credit card or whatever our system will also send you a notification saying, you know, we tried to bill you for X, but the payment has failed. I mean ultimately from my perspective and I'd say the other registrars are similar, getting money out of client equals good. So if there's an issue with getting the payment we're going to tell people about it.

The most common - the most recent problems we've had for registrants is actually where we have told them we're going to renew the domain, told them how they can stop renewing the domain, they haven't done so, we've renewed the domain without their complaint. So we're having the opposite problem.

Alan Greenberg: Thank you. Helen?

Helen Laverty: Yes, I'm actually kind of surprised about this question. Are some people thinking that registrars don't send renewal notices? Part of the ways that registrars stay alive is to actually get them - customers to renew the domains. So they have a vested interest in doing so. Starting to mandate how they do it, while it says while not restricting them. I think anything is say, it's going to start making restrictions.

So it is a very peculiar way. The only reason I can think this question came up would be people that really don't update their email addresses. And they're not getting reminded, because of their own silliness. So I really don't understand why this question is necessary for a registrar that obviously generates revenues from sending renewal notices.



Alan Greenberg: I can speak from personal experience that some registrars and or resellers do not go overboard.

Helen Laverty: But they at least do a minimal effect, do they not?

Alan Greenberg: In the one I'm talking about, one.

Helen Laverty: One notice, one. That is unusual.

Alan Greenberg: I picked the wrong guy.

Helen Laverty: Well I don't see any reason to make this very extensive anyway.

Alan Greenberg: Well I think the whole purpose of this PDP is not to address the problems of the customers of most of the registrars on this call, but to make sure that everyone avails themselves of similar levels of service. At least that I believe was the intent. All right.

Helen Laverty: But I don't understand what further details provided on when these are sent. Is it who you're providing them to? Is it being provided to ICANN? Is it being providing to the registrants or who is being provided these details?

Alan Greenberg: My recollection of the question was - Marika, correct me, but I think it was following the one on the reference to two notices and asking should there be - should the policies be specifying that additional notices or additional timing or other notice be sent.

((Crosstalk))

Marika Konings: That was indeed the intention. I did see now that this question actually follows the question on the post-expiration notices. But I do recall as well the intention was like basically saying, like if people think they leave two notices

is sufficient, should there be some kind of guidance as to what those notices are sent, so registrants know what to expect or when to expect notices.

Helen Laverty: But where did these - where this guide or details provided in the registrant agreement and - or where are you putting it? Or should registrants be sending regular - receiving regular emails saying, we're going to be sending you renewal notice at 15 days before expiree and zero days at expiree. Just so you know we're going to be doing this. I mean where?

Alan Greenberg: I think this question was asking do we need to provide guidance for registrars over and above what we do now. So I don't think we've gotten to the point of saying where.

Marika Konings: After like the registrar survey, actually find that some registrar do provide that kind of detail for example in their policies or FAQs where they are going in great detail. You know, when they actually send (unintelligible) but not all do.

Helen Laverty: So maybe they should be worded as - should be recommended times for sending expiration notice.

Alan Greenberg: Any other comments on this question? If not I would suggest we go on in the agenda. We will restart this at some other point.

The next item on the agenda is the initial report timeline. And I don't feel comfortable at this point that we know enough that we can really have this discussion.

The deadline for an initial report would be June 4, which is what, two months out. And I think at this point it's premature to presume that we can predict what's going to happen in us finalizing anything to that extent, particularly in respect with regard to my next question. And maybe I'll jump ahead of there - we've been trying to hold meetings every week.

With regard to the vertical integration PDP a significant number of people who are involved in this are going to be heavily involved and we don't quite know what - when those meetings will be held and they're likely to be once a week at this point. But there's also discussion of twice a week to handle time zones. So I would suggest that we defer any question on the report until our next meeting at this point to start with.

I would further suggest that I think we need to do some discussion on the mailing list over the next week or so and then deciding how to go forward at this point. And I would suggest that we have our next meeting in two weeks which will give time for the vertical integration PDP to stabilize a bit. And that we continue at this time to and decide whether we're going to try to issue a report for Brussels and if so how to structure the work to allow that to happen.

Any thoughts?

Cheryl Langdon-Orr: Fine by me.

Alan Greenberg: Cheryl says, fine by you. Nobody else is saying anything negative. I'll take that as positive in that case. Anything else anyone wants to bring up? If not we'll adjourn to the email list and meet again at this time - or not this time, but a similar time, because I think we're moving back to our previous time in two weeks. Ron?

Ron Wickersham: Yes, you know, this summary or doing it in this summary didn't come up until, you know, I didn't expect that, because I didn't get a chance to read this summary thing. But one question concerns me and that was on a very early one. Question 5 - wait a minute, yes, Question 5. When an average was proposed by furthering out two outliers and I think that is unfairly weighted. If you're going to select two outliers to make it go drastically in the plus direction then those should be substituted by the - a maximum to throw them out (give) more waiting to the person who enters 10 days. So it doesn't seem like a fair way to average.

Alan Greenberg: Actually I just know - I hadn't actually read the note. Marika, you're saying we're taking out the two extremes, the 90 and then the 360. I'm not sure why 90 is the...

Marika Konings: Because I took it out because currently the maximum is 45 days. At least I mean I was taking it in and not taking it to RGP time. But just the auto renew grace period. So I took that one out and listed the other one.

Alan Greenberg: Right.

Marika Konings: Again I mean that was just very quickly a calculation and, you know, any other recommendations on how to adjust that more appropriately are more than welcome.

Ron Wickersham: Okay when I read the words taking out the extremes I sort of assumed one at either end.

Marika Konings: No, it was two at the end.

Cheryl Langdon-Orr: Two at the long end, yes.

Marika Konings: Because those seem to...

Cheryl Langdon-Orr: Which makes Ron's comments very valid.

Marika Konings: But it was taking into account that currently the 45 days maximum, if you don't take into account, RGP. So that's why I took those two out. It's not taking that into account.

Alan Greenberg: Okay.

Marika Konings: But again happy to take that note out and, you know, for people to discuss that further.

Alan Greenberg: I think (unintelligible)...

Ron Wickersham: Yes, putting them out 45 days may make sense, because they're advocating more. So at least they should wait as if they had answered 45, they would have counted at 45 in the average I presume. So because they exceeded the maximum that's countable I don't think they should be excluded.

Alan Greenberg: That would make some sense I think.

Cheryl Langdon-Orr: I agree.

Alan Greenberg: Marika, you had your hand up. Marika, did you have something else to raise or was - I think you had your hand up before Ron spoke. Has Marika dropped off the line.

Margie Milam: It's Margie. Yes, she gets dropped off after an hour and half.

Alan Greenberg: Yes after an hour and a half she has to dial back in.

Margie Milam: Yes I know what she wanted to say. She just wanted to let you guys know that she's on holiday for the next call in two weeks, so. Although I can manage if it's in two weeks.

Alan Greenberg: Okay. So she's here next week, but gone the week after.

Margie Milam: Yes. That's right.

Alan Greenberg: Okay.

Michele Neylon: She deserves a holiday.

Woman: Absolutely.

Margie Milam: Yes. She definitely does.

Alan Greenberg: I think we all deserve a holiday. Okay and if there's no other...

Marika Konings: I'm back again.

Alan Greenberg: You're back again and Margie said what you wanted to try to tell us is you're on holiday in two weeks.

Marika Konings: Yes. And I would hope that - I'm hoping as well that Margie said that she would cover for me then.

Alan Greenberg: She did say that.

Marika Konings: Good.

Cheryl Langdon-Orr: And we all thought you deserved a holiday, so.

Marika Konings: Thank you.

Alan Greenberg: Okay. I thank you all. Let's try to continue this on the list. I think we need to try to map out a way that will get us forward without stalling too far. And hopefully end up with something productive. I thank you all for your patience, especially at the end of a long day for some of us.

Cheryl Langdon-Orr: A long single day, I think you need to be multiplying that.

Alan Greenberg: Yes, but you're an exception Cheryl.

Michele Neylon: Come on, Cheryl.

Alan Greenberg: Cheryl started about eight hours of conference calls at 1 o'clock in the morning, her time at the end of a business day.

Cheryl Langdon-Orr: No my first call was at midnight.

Alan Greenberg: Midnight, I'm sorry. And it is now 5 - 9 o'clock in the morning if I calculate properly or maybe different.

Cheryl Langdon-Orr: Eight o'clock is the time, yes.

Alan Greenberg: Eight o'clock. I haven't factored in time zones yet or rather daylight savings.

Thank you all.

Cheryl Langdon-Orr: That's all right. I have promises from Michele of a coffee cup for use under circumstances like this when he orders a new pile.

Michele Neylon: You're going to get me into trouble, Cheryl.

Cheryl Langdon-Orr: No I'm happy to declare in public any such exchange of gift or gratuity.

Alan Greenberg: On the other hand Cheryl is happy to get anyone...

((Crosstalk))

Cheryl Langdon-Orr:...government for nothing, mate.

Alan Greenberg: Michele, on the other hand Cheryl's happy to get anyone in trouble.

Michele Neylon: Yes, so I've noticed. So I've noticed.

Cheryl Langdon-Orr: Hey, I'm predictable. Thanks.

Alan Greenberg: Thank you all for your patience with my hacking.

Cheryl Langdon-Orr: Yes, well hopefully the doctor will help all of that.

Alan Greenberg: We'll see you in two weeks and sooner on email.

Man: Okay, bye.

Cheryl Langdon-Orr: Bye all.

Alan Greenberg: Bye-bye.

Coordinator: At this time that concludes today's conference. You may disconnect. Thank you for your attendance.

END