

GNSO
Post-Expiration Domain Name Recovery (PEDNR) drafting team
27 April 2010 at 18:30 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 27 April 2010 at 18:30 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-20100427.mp3>

On page:

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

Present:

Alan Greenberg – ALAC – Chair
Jeff Eckhaus RC
Cheryl Langdon-Orr - ALAC Chair
Ron Wickersham – NCUC
Shiva Muthusamy – At-Large
Mike O'Connor – CBUC
Paul Diaz – RC
Tatyana Khramtsova - RC
Berry Cobb – CBUC
James Bladel – RC
Debra Hughes - NCSG

Staff:

Margie Milam
Marika Konings
Glen de Saint G ry

Absent apologies:

Michele Neylon - RC
Karim Attoumani – GAC

Coordinator: Excuse me, I'd like to remind all participants this conference is being recorded. If you have any objections you may disconnect at this time. You may begin.

Gisella Gruber-White: Good morning, good afternoon, good evening to everyone on today's PEDNR call on Tuesday the 27th of April. We have Alan Greenberg, Cheryl Langdon-Orr, Mikey O'Connor, Siva Muthusamy, Tatyana Khramtsova, Berry Cobb, Jeff Eckhaus, Ron Wickersham, Paul Diaz, James Bladel. Debbie Hughes will be 30 minutes late.

We have from staff, Margie Milam and Marika Konings and myself, Gisella Gruber-White. We have apologies from Michele Neylon, and if I could please remind everyone to state their names when speaking for transcript purposes. Thank you, over to you Alan.

Alan Greenberg: Thank you very much. My intent today is to try to go through as much as we can of the draft report. I'll first have to start off by giving an extreme vote of thanks to Marika who put a huge amount of effort into pulling this all together in remarkably short time.

And then doing the updates - as we - after we had our meetings again in a remarkably short time. So thank you very much. And Paul is clapping.

Again I'm working from paper. So if someone puts their hand up and I don't notice, just call out or something please.

We organized this document as per our previous discussion in order of prior - in order of most consensus. As noted on the first page, as we were going - as the drafting team was going through this, it's moderately clear that when we finish the drafting we need to reorder it.

So that the sections are grouped together so they make sense to a reader that doesn't have the history that we do. And I don't think anything will be lost from that.

If we can go on to the first section, Marika is there any way that you can control the PDF so that, you or someone, so it will scroll one by one and we don't each have to do it ourselves?

Marika Konings: Yes. I take control now. So you just tell me, or I can give you as well control so you can upgrade...

Alan Greenberg: Either way. Which...

Marika Konings: I'm upgrading you so now you can take control of the document. And we should all be seeing the same thing.

Alan Greenberg: Okay. I tried an experiment this time and put each question on a new page so we don't, hopefully won't have too many questions which straddle page breaks. How easy this will actually be, we'll have to wait and see.

All right, the first question was on should the RA be able to recover the name? If you remember correctly we had unanimous consensus on it. And to date, at this point we have a number of options.

Now the, as mentioned in the email, the intent at this point, at least the thoughts of the drafting team are that we will finish drafting. Put as many options as seem reasonable based on what we understand about the problem right now.

And then do a quick poll of the working group to try to understand where we sit on the way forward. Publish those results, largely taking out the response to the original survey except where, you know, things like unanimous consent I think will become obvious. And present that.

So essentially we will be presenting the most recent view of the working group on how to handle these issues in the paper that we publish. If that

doesn't make sense to anyone, then now is probably a good time to speak up.

Now the only options that we could come up with at this point, on the question of recovery, is either we modify the policy to give registrants the ability, or we adopt it as a best practice.

My intent is to go through this moderately quickly and not trying to read every, you know, all of the text. So catch my attention if you disagree with something.

Let's go on to question - Berry. Yes Berry are you there? Perhaps on mute? No?

Berry Cobb: Can you hear me now?

Alan Greenberg: We can.

Berry Cobb: Okay sorry. I was not on mute when I thought I was on mute and muted myself. Okay, this is Berry. Thank you Alan. I just wanted to get a little bit of clarity around option B.

Yes I think that there is this lingering debate out there from, especially from other working groups about, you know, where do best practices get fielded and those kinds of things.

And I know we're not really looking at overall implementation at this point. But absent of the word best practices for option B, really isn't it just going to be the status quo?

There is several other questions through the survey that say, you know, basically change nothing. And I'm just wondering if either we need to add an

option C there, change nothing. Or B gets, you know, boiled down to that it's practically nothing. And...

Alan Greenberg: Go ahead Berry.

Berry Cobb: I'm done.

Alan Greenberg: I think your analysis is right. We certainly could - we should try to be consistent. And I think the working group is going to have to look at that as we do the next path.

But you're right. In general, we have adopted the terminology of do nothing. And maybe we need a third option or a sub - or a flavor, a variation of that thing adopted as a best practice.

Anything thoughts of any other people or do you want to leave that to the drafting team to come up with something that makes sense, Mikey?

Mikey O'Connor: I think it's kind of a good idea to start exercising the best practices gismo with some.

Alan Greenberg: I'm not sure what you mean by exercising.

Mikey O'Connor: Well, you know, this is a kind of a chicken and egg problem. We don't really have any best practices repository because we've never asked for any best practices to be put in a repository.

So I'm kind of keen on the idea of having three options. Change the policy, adopt a best practice or do nothing. Rather than just two and turning the end of that. Because I think best practices could be a really useful way for the ICANN community to direct attention and activity and training without all of the sort of accretions of policy making.

So I don't want to equate best practice with do nothing. I guess that's what I get down to.

Alan Greenberg: Okay Jeff.

Jeff Eckhaus: Yes, actually I want to sort of echo what Mikey says. I think that makes sense because to me some of the best practices will probably be discussed in the consultations that people will have with registrars when we go for the next round of negotiations for accreditation.

So I think that would, that could go into that piece. And then the third option is, you know, do nothing, leave it along. So I think the three options do make sense.

Alan Greenberg: But the best practice really is at odds with the unanimous response to the question of I should have the ability to recover.

Jeff Eckhaus: Oh I would just say, I'm sorry this meant for all the questions in general that there should be three options.

Alan Greenberg: Okay.

Jeff Eckhaus: Sorry if I wasn't clear about that. Yes, I think - we could leave, you know, it could be left alone. But that should be three options for each of these if that makes sense.

Alan Greenberg: Yes as the drafting team was going over it, some of the questions are different that the answers are mutually exclusive. And some are pick whichever ones you like because they're not mutually exclusive.

So it's going to vary based on the, you know, on the particular question. But we'll try to come up with some consistent way of offering those options.

Jeff Eckhaus: Okay thanks.

Alan Greenberg: I put my own hand up just for one point that something that came up during the STI discussions on trademark issues. That the term best practice has different meanings for different groups, particularly registries that are subject to certain Safe Harbor protections.

A best prac- if they don't follow best practices, they have legal liabilities. So, best practices to some extent almost become mandatory if you're trying to protect yourself.

Whereas for a registrar, a best practice really is just that. It's something which some community has decided is a good thing. But there's no real compulsion to use it.

So I think we need to be careful in talking to various groups that there's no misunderstanding of what the meaning of best practice is in this particular context.

And I'm - that doesn't map to anything we need to do. Just keep it in mind as we're writing.

All right, let's go on to Question Number 2. We can do that. And this one was the question on minimum timeframe. The average, when we did the calculation, capping times at 45 days ended up being 29.

And the options that we came up with were change it some date, to some amount of time or again, adopt a best practice.

I guess one could leave nothing, again put the option in of none of the above where we don't make any change whatsoever. But I think the - does everyone feel comfortable about the way we calculated this average?

That doesn't map to the results as we need 29 days. But, you know, is that a moderately bullet proof way of doing it in terms of not subjecting ourselves to any ques- any, you know, question of how did we do this or way?

In the absence of any hands, I'll assume that it sounds like a reasonable approach.

Jeff Eckhaus: Oh Alan, sorry it's Jeff. I couldn't - if I could jump in.

Alan Greenberg: Sure.

Jeff Eckhaus: I couldn't get my hands...

(Crosstalk)

Jeff Eckhaus: The only - I don't really have an objection with the way you calculate it. The only thing I would maybe, I'm just thinking about this is that maybe certain people had certain, I don't know if people pick the dates like sort of dartboard.

Or if they had a point saying hey, we need X number of days because this happens in that time period. So taking an average sort of might throw that out the window.

I don't know the answer to that, but we might want to think about that. If that make - does that, am I being clear about that or?

Alan Greenberg: Well I, again I'm not sure the answer matters if we're going to - in the options. I think what we'll probably end up doing is have a number of ranges similar to the way the breakdown is shown at the beginning of the response.

Jeff Eckhaus: Okay that's a good...

Alan Greenberg: And then people will try to pick the right ballpark. It's going to require I think some careful thought about how to pick those so we're not pre-judging the answer by picking the ranges.

In general, I didn't mention this, but when it says further discussion, that's things that the draft team felt we ran out of time. But we needed to look at a little - in a little bit more depth. And we'll have another meeting scheduled in a day or two from now.

All right. Let's try for Question 3. This is should who is be clarified. There was a pretty strong consensus that who is should be changed.

And again, in light of what Jeff said, we probably want, I don't know if the concept of best practice applies in this case unless it's done on a registry by registry basis.

I guess it will require some thought of whether the concept of best practice makes any sense here or not. I suspect it doesn't.

No other questions to raise on this one? Then let's try to go on to 4. We may actually finish ahead of time. I'm not going to quite fit this one in.

Okay, this is the one of where should one be able to find information on the cost. And currently there is no requirement for the cost to be shown at all. There was strong support that it does be shown somewhere.

And we've come up with a number of options, essentially to say that it has to be shown somewhere in the registration agreement. The EDDP already uses terms like clearly displayed on the Web site, if there is a Web site, for redemption grace period.

We could apply a rule like that. And the third one I think is to, I'm sorry I think I covered - I think I (inclusively) covered them all. So essentially a range of places, and this one explicitly notes that these are not mutually exclusive.

Yes Berry.

Berry Cobb: Thank you Alan, this is Berry, just an education question for me. I'm just curious, consensus policies that were developed like the EDDP. Do they eventually get molded or folded into the RAA as an example?

And then the stand alone policy is kind of (unintelligible) speak, or does it just continue to remain as a separate policy, kind of just amending or an appendix to the RAA?

Alan Greenberg: James are you putting your hand up in answer to that?

James Bladel: Yes I just wanted to respond real quickly that I believe they continue to stand alone Berry. There is a section in the RAA that essentially says that registrars agree to operate in accordance with consensus policies.

So that's somewhat of a placeholder for consensus policies that are developed. And one of the legal minds on the group might want to correct me there or is that basically what the agreement says?

Alan Greenberg: I won't - Margie may want to answer. Why don't you Margie go ahead first?

Margie Milam: Yes, no James is right. That's the general standard that it become a consensus policy on the stand-alone basis. I do believe there are some consensus policies where they actually went in and amended the contract.

And I don't know. Marika, do you guys remember which one that might be? I'm thinking transfer. I don't know. There was one that I recall. And I'll just do a little bit of research and see if I can put something in the chat.

But the general, I think the standard has been that it's just a consensus policy. And it gets incorporated through the RAA and it's a stand-alone policy.

((Crosstalk))

Marika Konings: On the EDDP there were some provisions that were then incorporated in the RAA. But it still also exists on the ICANN Web site under the consensus policies. And it provides there the text as well the provisions. So I guess that's the jewel approach that has been taken there.

Alan Greenberg: Yes it's not clear when five years expires and all parties are under the new RAA if the EDDP will still exist as a separate one because it was folded in.

There's a fair amount of confusion there. And I don't think the practice is being consistently applied. So Siva you had your hand up. But it's...

Siva Muthuswamy: No, I just wanted to ask, I think it's a point of both, it's a point in connection with (unintelligible) little point that I said why should the fee be different? The registrants have charged a higher fee when he crosses that (giving him) some grace period. And that higher fee is proposed (sinck).

Alan Greenberg: Well I don't...

Siva Muthuswamy: A hundred - Alan what is the difficulty in making a note of taking note of that?

Alan Greenberg: Yes Siva I'll answer that before the registrars get in. Number one, not all registrars charge a higher fee. So you're making an assumption.

And second of all, ICANN very, very much so is not in the position of setting the fees that registrars must charge. We are in a position if we choose to say that the fee must be publicized in a certain way.

But we are nowhere in a position to set what the fees are. So that is outside of our jurisdiction. Berry.

Siva Muthuswamy: Was it Alan who answered my question?

Alan Greenberg: That was Alan who answered, yes.

Siva Muthuswamy: Yes.

Alan Greenberg: But that was taking the chair's prerogative of saying it is not our job to discuss what the fees are.

Siva Muthuswamy: You know, but everything that I say gets dismissed with (echomints) like it's beyond the perimeter of this working group or that is not what is being discussed and so on.

So what is the harm in taking note of my comments and then saying ICANN can't rule on this. It can only be one or three or this is just for thought instead of completely deleting what I say.

Alan Greenberg: And I...

Siva Muthuswamy: Wait a minute. I see that also what I said is suppressed. Not on the answers, but on several points whatever I have commented has been (somebody) suppressed. So but there was a PDF which included everyone's comments and details which was replaced by another PDF.

And I asked - I emailed why it was done. And there was no peer response to that. And I see that - I feel that most of what I said is suppressed.

Alan Greenberg: Well we can talk about the general case at another time. I, all of the comments, all of the individual comments no longer show up in this document. So it, we're - no one is being picked on in particular.

In relation to this particular question, I understand - I know what ICANN legal council's position would be. That we are not in the legal position to demand or to set what prices that registrars charge for their services.

That is a very, very clear provision in the RAA. And it's not likely to change.

Siva Muthuswamy: So this group is sort of discussing only what ICANN is in a legal position to demand, nothing beyond that. They are also talking about best practice. We are talking about (unintelligible). We are talking about some of the things that ICANN is absolutely not in a position to demand a ruling.

Alan Greenberg: Berry are you answering this or a new point?

Man: I think he's on hold. Berry, he's now on mute on the system. Go ahead.

Berry Cobb: No, I'm here now.

Alan Greenberg: Okay.

Berry Cobb: Okay, I have just a follow-up question, not an answer.

Alan Greenberg: Okay then let me go back. Siva I think the answer is - that my answer as chair is we certainly do not discuss things that we already know are outside of ICANN's purview.

We have enough things to do that are within our scope and purview that there are limits to what we can look at and what we cannot. If that's not acceptable, we can talk about it offline about what recourse you have.

Siva Muthuswamy: Okay. We can talk about it offline.

Alan Greenberg: Okay Berry.

Berry Cobb: Yes thank you Alan. So, again, kind of a follow-up education question. From my reading of the RAA, there's definitely certain sections that stipulate what should be - what should belong in the registrant agreement.

I guess I'm just kind of, I'm cautious about the options that we have here of either updating the EDDP and/or the WDRP. If we were to go down the EDP EDDP route, as an example, would it - to me, would it be a little bit messy trying to add on terms and to, or revised terms to the EDDP stipulating what belongs in the registrant agreement?

Versus as just trying to keep it a little bit tighter as to, you know, updating the RAA stating what things would go into a registrant agreement? Kind of going back to this question in general.

Alan Greenberg: I'm going to defer to a registrar. In general, the RAA doesn't specify what is in the agreement, but specifies what you must tell a registrant. I think that's the case.

I don't think it's very prescriptive about exactly where you do it. James you have more insight than I do.

James Bladel: Only slightly more. I think Margie might have some better ones. But as far as the RAA specify what needs to be in the registration agreement, I think the UDRP primarily is the one area that's a - there's some actual text that says it must be in the registration agreement.

And then some other line about agreeing to abide by ICANN consensus policy. But now I'm going to use one of my phone a friend lifelines and ask an attorney if that is indeed true.

Alan Greenberg: Okay. I, just for clarity, I think the option A here referring to the EDDP really is equivalent to saying put it in the RAA. We were just trying to group the deletion-related policies as being part of what was the R - the EDDP because that was the first time that they showed up at all.

Prior to that there was just a placeholder in the RAA saying if ICANN ever comes up with rules, they're part of the RAA. So I think EDDP is equivalent to RAA functionally.

The RDRP is an interesting one in that that is different. And that says registrars must check I think once a year with registrants to remind them to keep who is up to date.

And the suggestion was made as this may be an interesting opportunity to remind them that if they don't review on time, the price is X or something like that.

I don't remember whose idea that was. But it seemed like an interesting new place that might capture a registrant's attention.

Berry Cobb: Okay thank you for the tutoring.

Alan Greenberg: James is your hand up again or?

James Bladel: Yes.

Alan Greenberg: Okay.

James Bladed: No it was up again. I'm sorry.

Alan Greenberg: Oh okay. Go ahead.

James Bladel: Just real quickly, I think Jeff and I both mentioned that in our survey responses.

Alan Greenberg: Okay.

James Bladel: The WDRP is something that we are required to do on an annual basis. And, you know, I can't speak for the other registrars here. But, you know, we're really trying to do everything we can think of to increase the response rate for that and make sure that folks are taking the responsibilities under that policy seriously.

And I think perhaps the threat that you could lose your name or you would have to go through a different process to recover it if you did to outdated or inaccurate who is information.

I think, you know, might be some extra teeth we can put into that agreement or that message to get another 1% or 2% or 5% to actually follow through with their obligations.

Alan Greenberg: Yes and I like the idea because it's a message you already have to send. So it's not more spam as it were of messages that the registrant may not really want to receive at any given day.

James Bladel: Yes exactly.

Alan Greenberg: You're not giving the choice to send this one. So you might as well use it to a better extent.

And if we can, you know, make a scarier ghost story out of that message so that they actually do something about it, I think everybody would be happy. Little ghost icons.

Okay Question 5, was a somewhat vague question and I think we got the answers out of it that we deserve for such a vague question.

And it says should additional measures be implemented to indicate the domain - that once the domain enters the (RG), the auto renew grace period, that is when it passes the expiration date.

And there was a reasonable support for implementing additional measures. And but we didn't really understand from that question what kind of additional measures are we talking about and whether they should be mandatory.

Now I think this links to some questions that - some other options we have to a later question of what happens to domain name - what happens to Web sites and email.

So I'm not sure in the final version if we need keep this one separate or somehow merge them together. Any thoughts before we roll on?

Okay now we come to the infamous 3.7.5 which if you read it is not really a question about notices, but a question about what happens to the domain name after expiration. And when does it get deleted?

But the concept of messages is rolled in. There was pretty strong support that this was not a sufficiently clear statement. And the option seems to be put something in that's clear or maintain the status quo and leave it alone.

Now although the original reference made - the original option we had was change 3.7.5. It dawned on me when I was re-reading it that that might not, for clarity that might not be the best place to put it.

So we just put it - we just said there or elsewhere in the RAA. I suspect we could make it even more vague if we change the RAA to clarify this.

Comments? Nothing.

Are notices post-expiration required? There was a majority that said yes, and a fair number that had other views. Some of which it wasn't clear which side they followed - they actually fell on.

And there was some discussion as to whether there are any rights associated with post-expiration at all. And we can have that discussion if you wish. But I think the options are moderately clear that yes, there should be some sort of notice.

And if so, do we want to specify any detail or leave it as a best practice or nothing at all? Comments here? This was one that caused some controversy before. And it doesn't seem - Jeff has raised his hand.

Jeff Eckhaus: Yes, I just wanted to say I think that, you know, I read through these earlier and I think that this is one where if it is mandatory, it's one of those the devil is in the details. And let's see how, what's the best way to put it?

I think it will be very hard to get implemented. Very hard to be just - to be what's it called - to be checked and audited. And I think that any incremental benefit you get, I don't know if there will be.

But I think that the issues that arise with it might be harder then - might be worth, might not be worth the benefit, the perceived benefit I guess. I'm trying to figure out a way to say this.

But I think that it will be really tough to get this to make it required. I think it's to leave it as a best practice because part of it is hey, if you send it, one of the thoughts I had was the whole point with the email piece.

If you send it and somebody says we sent it. A customer says I didn't receive it. It could be their email was the issue. I don't know how you verify this. I

think it's a very - it very tough to figure out the right way to do this one versus making it a best practice, but just my opinion on that.

Alan Greenberg: Yes I would guess though that most of those things apply to the pre expiration ones also. You know, if people have not updated their address. You sent it, but it doesn't get anywhere. And there's not much anyone's going to be able to, you know, prove unless you keep all your SMTP audit logs.

You know, you - there's not a lot you can prove on it. But I agree with you on your first part of the statement. The devil is in the details on this one.

As an example, if a registrar still has the right, as they do today, to delete the name day one. Clearly there's no point in forcing them to send a renewal notice three days later.

Jeff Eckhaus: Yes, I - that's what I was sort of the point I was eluding to, yes.

Alan Greenberg: Yes so yes, one would have to word that kind of thing. But the same is true on some of the other terms we've already discussed.

You know, right now registrars have said that you cannot require that I hold a name for 45 days. I may want my money back day 1. And just delete the name.

At which point all of our other previous discussions on how long can you redeem the name for have to be worded very carefully. So I think the wording very carefully is probably going to apply to most of our - most of the terms here.

Debbie Hughes: Alan I just want to interrupt. This is Debbie. I joined about five minutes ago. So I just wanted to let you know I was on the call.

Alan Greenberg: Thank you Debbie.

Debbie Hughes: Okay no problem.

Alan Greenberg: We're up to Question Number 7 right now. If you had anything compelling that you want to talk to the group about.

Debbie Hughes: No I don't. No, I've been following along. And I will put my phone on mute so I can listen.

Alan Greenberg: Okay. Thank you Debbie. So Paul, I mean Jeff, I definitely agree that, you know, I - there are times that I've been quiet on some of these things. And but knowing if we ever get to the point of wording a specific amendment on some of these things, we're going to have to be very careful.

Jeff Eckhaus: Okay thanks.

Alan Greenberg: Should transfer of the RGP be allowed? Transfer domain during RGP, there seem to be a general feeling that this was not something that we really wanted to get into.

The only potential problem is if you're in a situation where a registrar does not offer the RGP. And what do you do in that case when the registry, you know, the name has been deleted.

The registry will redeem it. But there's no intermediary to act on their behalf, Debbie. I saw Debbie I thought it was saying putting her hand up. No, okay.

Anyone have any thoughts on that? Do we need to address it or is it such an unusual case right now that it's an outlying one? Jeff.

Jeff Eckhaus: Hey just a quick question. I know, you know, that we haven't had a lot of registry input in this. But if I, you know, I'm not that familiar with their agreement and what they're requirements are.

But what it would take, or even if they - if something, you know, if they would have to and to allow it. I don't know if this has been discussed with your private, you know, with the working group or drafting team that you guys worked on.

Or if you discussed it with anybody there about making that -- if this is even a possibility or is outside of the scope of their contracts? I don't know the answer to that at all.

Alan Greenberg: I'm sorry, I'm not sure I know the question you are asking. Whether...

Jeff Eckhaus: So right now I don't think that most of the - that not every - it would make a requirement also for the registries to offer transfers during RGP.

Alan Greenberg: Okay I can tell you the current status is they did research that. Because in a later question I think Paul or someone had asked the question of just what is the status.

The current status is all of the un-sponsored gTLDs, with exception of dot pro and dot name offer the RGP.

Jeff Eckhaus: I'm sorry, they offer RGP, but do they offer transfer during RGP?

Alan Greenberg: The transfer, no, no. Transfer, right now transfer during RGP is not allowed. There is no provision for a transfer during RGP right now.

Jeff Eckhaus: Right that's what I'm, yes so. But has anybody spoken to...

Alan Greenberg: But one of our charter questions was should we allow it?

Jeff Eckhaus: I think the ques- so my point was not about is not should we allow it, but should we force that to, the registries to have that because right now it's not even a, it's not an option if that makes sense?

Alan Greenberg: No that's right. But Marika maybe you can take over.

Marika Konings: This is Marika. I mean maybe just to clarify because initially when the RGP was developed, they discussed this idea of, you know, whether or not to allow a transfer.

And I think at that point I found somewhere in, you know, the transcripts or some of the workshops that were dedicated to the issue that it makes it about (unintelligible) very complicated. So maybe we should leave that to a second phase of the RGP or when we do a review of the RGP.

So basically it was at that point well, you know, considered. But said okay, let's maybe leave it for later stage and just first focus on the RGP as is. So I think that's why as well this question came back now.

Like okay so let's look it again. Should this be allowed or, you know, should we just leave indeed status quo where it's currently not allowed.

Jeff Eckhaus: I so, sorry. I think maybe I'm not making myself clear. I think it's not the point saying it's not allowed. It's just it's not even available. So you were saying, so this question would be more towards have you discussed it with the registry saying hey, have you, you know, what would it be, is this part of it?

It would be actually forcing them to offer it. And then to implement it and then registrars to make it available because none of that whole functionality is even available right now or in an eco - or in the whole transfer RGP ecosystem.

Alan Greenberg: I'm not sure at this point whether the concept of ICANN forcing a registrar to allow - a registry to allow a transfer is even applicable when the whole concept of the redemption grace period is a voluntary service that was approved through the RSTEP process.

Jeff Eckhaus: Right that's exactly my point. So is it...

Alan Greenberg: So I'm not quite sure the question has - we have the mechanism. This may be another one that is outside of ICANN's purview, unless we make the RGP mandatory in some circumstance.

Jeff Eckhaus: Yes that's my point.

Alan Greenberg: And then we could make it mandatory and make a transfer mandatory. But I think without looking at the legal terms, I think we would have to do them both at the same time.

That doesn't mean it would have to be mandatory for all registries. But we would have to delineate which ones it applies to and which ones it doesn't.

Jeff Eckhaus: Right so that was my point. So it's a lot more investigation on this one before we think about what the answer is.

Alan Greenberg: It is. The general tone in the initial survey was this is not something we want to cover at this point. So we may be punting again like Marika says the first group did.

Jeff Eckhaus: All right, okay thanks.

Alan Greenberg: But you raised a question. It is potentially a complex one because the RGP itself is not a required service, but a voluntary one. Siva.

Siva Muthuswamy: Yes but this point has to be addressed sooner or later. This is, I think the position that a domain name as an intellectual property of the registrant. And when he gets into some difficulty premiering is domain name.

If he has an option to transfer it to someone, has lot of - or in some day compensated. So when you have that framework, this is a point that you can consider.

Alan Greenberg: Understood and, you know, we're - at this point we're maintaining this question here since it is a core charter question. We may need to frame it in terms of the discussion that Jeff and I just had, you know, based on can we have a mandatory detail of a voluntary service.

And I think we need to investigate that a little bit more carefully. But at this point I think since it's a charter question, we still want to maintain it and see what kind of response we get to the overall survey.

Siva Muthuswamy: Okay.

Alan Greenberg: And the next question which is a follow-on to that I guess is should registrars be required to offer it if the registry in question offers it?

There was weak support requiring registrars to offer it. There was at least one point that was raised of that it should be offered if there is no other was to renew a name after expiration.

In other words if, for instance, you're a registrar who deletes the name day 1. Should you be required to offer the RGP for registries that offer it? Any particular comments?

Okay. And Question 10 is regarding when should notices be sent. Now this is a good example of why we need to re-order the questions to group them

together. Because although this one is talking about, is following RGP and post-expiration, the original question really referred to pre-expiration notices.

And I was challenged to come up with a possible scenario on, or a possible way to set time limits, which make sure the registrar doesn't send all the notices, you know, 12 hours before expiration. And also doesn't send them a year ahead of time.

And I put something together arbitrarily. I'd really like your comments back on whether it's anywhere near what might be a viable alternative of saying the first notice must be sent no later than 28 days.

It doesn't say how early it can be sent out however. And the second one must be sent no later than five days prior to expiration, Paul.

Paul Diaz: Yes I just prefer to see in the second clause, and subsequent on later than five just because many registrars existing practices, they will have already met the two notice requirements even before the 28 day.

And it just sounds like we're saying one and two and they have to fall in those timeframes.

Alan Greenberg: Well that's what I was trying to capture. And I obviously didn't do it well enough. If you only do two, then the second one can't be too early is what it's saying.

On the other hand, if you're sending out 12 notices, then as long as some subsequent notice is in the last five days, then you're meeting the requirement. The wording may not be appropriate.

But it was trying to capture that there must be a notice in the last five days, whether it's the second or 49th, it doesn't really matter, Mikey.

Mikey O'Connor: Sorry, mute problem. I think you're awful close Alan. I think that what Paul is, I'm going to put words in Paul's mouth. I love doing that. I think if you just change that last one to say and that at least one subsequent notice...

Alan Greenberg: Okay.

Mikey O'Connor: Is sent no later than...

Alan Greenberg: So and a, or and a subsequent notice be sent no later than, that would capture it.

Mikey O'Connor: Yes I think that's all Paul is after. I'm not sure. But I'm getting a check mark from Paul so there you go.

Alan Greenberg: I think I wrote this about 1 o'clock in the morning one day. And it shows. Let me find my copy of the paper to make a note on it. I think I also omitted that the first notice can't be too early. And somehow that needs to be captured also.

Mikey O'Connor: Well you could get similarly vague on that because I know that some registrars send - start sending stuff pretty early. And so...

Alan Greenberg: Well again, we're not saying the first notice has to be too early. We're just saying there has to be one in that timeframe.

Mikey O'Connor: Yes, well I think that's right. Coming out with something first and second, just reframe it the same way that you did it.

Alan Greenberg: That may be interesting that a notice must be sent. Okay. I was trying to avoid having windows and things like that. But that may be what we have to do.

Okay.

Man: Hey Alan?

Alan Greenberg: No mat - but as I was trying to write this, it became clear to me that no matter what rules you come with, someone who is intent on trying to, you know, to be on the dark side is going to find a way out.

I mean even if you look at these notices, the person - they could send the two notices on day 28. Could they? No they couldn't. I caught that. Anyway sorry, I'm just blathering, Jeff.

Jeff Eckhaus: The one thing I would, I won't say caution against. But I think, well first my question is did you just say one has to be in the final five days before expiration so? Is that what you were trying to get at?

Alan Greenberg: Again, I put something together just so we had something to argue about. But yes, what I was saying is no, it's no later. It can't be too close to expiration.

Jeff Eckhaus: Okay the reason I was saying is that because that I'm not going to reveal any trade secrets. But let's just say that might not be the most effective method for getting people to renew which is something we really want to do is to get people to renew names.

And having them put that in the having - have to be within the last five days or whatever, around that time, might not be the most effective method of getting people to renew.

And I think that it's sort of asking people to say hey, you have to put it in at that time. It could actually be detrimental to the renewal process.

I think having the two which we do now is fine. But saying it has to be within you said windows is - might be, might not have the right effect that you're looking for.

Alan Greenberg: Yes well if you have any better ways of phrasing it. I mean looking at this again, I see that a notice sent on day 29 and day, or rather day 29 and day 27 would meet this criteria. And is probably not, is was certainly was not what I was aiming at.

So there's probably ways to game almost anything we do. If you have any better suggestions of what will actually work and be reasonable, then...

Jeff Eckhaus: Yes let me think about that thanks.

Alan Greenberg: Please help. I mean we're trying to make sure that the notices don't all come nine months ahead of time and don't all come three minutes before expiration when there's not alternative.

So, you know, somewhere there must be a way of phrasing it. I tried my best for the first pass. But I have no illusions that it's the definitive one. Any one else before we go ahead? Jeff I think your hand is still up, but that was the previous one.

Jeff Eckhaus: Thank you. I am lowering it.

Alan Greenberg: Okay. Question 11, is a minimum of two notices sufficient? I think there was a general feeling that it was probably sufficient. But we'll try to phrase the question again. This is a further discussion to try to phrase the option so people can express what they want. And so that it's not too confusing.

Okay this one is the follow-on to should there - should we do something else. Just let me change phones for a moment. Am I still here?

Man: No, we can't poss- we can't hear you at all.

Alan Greenberg: You can't hear me at all. Any better now?

Man: No, can't hear you.

Man: Now I can hear you. It's not as loud.

Alan Greenberg: I just had to leave - had to let the dog out. It's snowing here on the end of April and she refused to go out before.

Okay the real question is, you know, people generally agreed, at least the small minority, that there should be additional measures. We did not explicitly ask what kind of additional measures.

So here we've come up with a laundry list of the kinds of things one could do. Clearly the ones that are included in that list right now range from interesting ideas.

But that's why registrars can differentiate themselves to their customers. To best practices, to perhaps need to be mandatory. And I'm not quite sure how we're going to work that into something which we can get some definitive answers on.

But again thoughts on how far do we go on the required is I think where the real critical one. And the others we can leave to both mark a differentiation and best practices.

Any thoughts on this laundry list? Now there are one or two specific things that we're talking about later. And those are the what happens with the Web site and what happens with email. So I don't want to focus on those right now.

Any thoughts or we just go through it? No hands or everyone has gone home.

Man: Everyone was on the drafting team.

Alan Greenberg: Okay this was the one on the RGP that yielded my research. And I did some physical research to look at all the registration agreements. And ended up with the inclusion that all non-sponsored ones except .pro and .name have implemented the RGP.

None of the sponsored gTLDs have. And I had a pretty detailed discussion yesterday with (Chuck Gomes) who is one of the creators of the RGP way back in the dark days.

And from his position there was certainly no discussion that it was restricted to un-sponsored gTLDs. I think we came to the conclusion that it was simply a matter of how history unfolded. That we're not many sponsored gTLDs around when the concept of the RGP was originated.

It was not a consensus policy. Therefore new gTLDs were not required to do it. And most of them simply didn't. So it's largely a matter of history of the gTLDs that were around at the time when the concept came up, all implemented it without it being a consensus policy. And those who came by later simply didn't.

Sorry, just letting the dog in. At this point I'm not sure, I don't sense that there a lot of interest in building what would have to be a moderately compelling case to institute it as a consensus policy.

And clearly it would have to be done with a lot of detailed work because it makes no sense for certain gTLDs to do it. The community they're serving just doesn't have the same set of problems.

On the other hand I found it rather surprising that .name, which is aimed at individual consumers, did not implement it. So what do people feel? Is this something we really want to go, I mean we're going to go ahead with it because it's part of our - it's part of the survey.

And I think there was some reasonable response and diversity in the responses. But is this something we really want to focus on at this point? Do we see the possibility that it's really likely to - something likely to happen?

In the absence of hands, we'll leave it to the drafting team. Paul says don't do anything. I think that's what Paul said.

It's rather unfortunate we have no registries on the call. And there are on the, to a large extent, active in the working group because it puts us a little bit at a loss here.

Question 14 is adequate notice. The answers were all over the board. And I think this really goes back to the, to Question 12. And I'm not sure if, you know, if - would anyone like to try to explain why there's the difference between this and Question 12?

This one says by a small - a very small majority or very small, on almost the majority people felt there was adequate notice. But a much larger percentage of people felt we needed to take additional action.

And I'm not quite sure how one reconciles those two other than to say the questions weren't well understood. Anyone have any great insight in this? No insights.

Paul Diaz: Alan?

Alan Greenberg: Yes.

Paul Diaz: This is Paul.

Alan Greenberg: Yes go ahead.

Paul Diaz: Or should I forget, what we're now calling number 12, was that question specific about the appearance of the names in who's records?

Alan Greenberg: No 12 is should additional measures be implemented to make sure that registrants are aware.

Paul Diaz: Okay.

Alan Greenberg: But it didn't specify which additional measures, Mikey?

Mikey O'Connor: Speaking as one who kind of interpreted these differently.

Alan Greenberg: Okay.

Mikey O'Connor: What I was reading in 12 was how about some out of band notices? I other words, you know, one of the problems that we talked a lot about is the fact that when all the notices are of the same flavor, i.e., email, you run into a problem.

And so I looked at 12 and said oh, out of band. I like that. So I gave that a thumbs up. In terms of 12, adequate, I probably was in the inadequate camp. But I could easily make - imagine saying that they were, that the email notices that I get are adequate.

And so I can't even remember what my answer was on that. But I think that the reason that the answers differ is because, at least in my view, those are different things. Twelve is out of band.

Alan Greenberg: You're being polite and not using the expression I use to poorly worded questions.

Mikey O'Connor: Well poorly worded questions are my favorite kind because they introduce lots of ambiguity and confusion. So I think poorly worded questions are great.

But that's the way I would have probably interpreted those two. And so maybe one way to amplify 12 is to stick in something like, you know, alternate mechanism or out of band mechanism in addition to email or something like that just to clarify that. I don't know.

Alan Greenberg: Yes my inclination is to say we take Question 14 out of the ones we focus on because it is to some extent overlaps with the other one. And we seem to be making more progress on 12 in coming up with more concrete ways of addressing things.

So it seems to be that's the one we should focus on and not this one. But in the absence of any complaints, we'll talk about this in the next day or so and see where it goes.

This is a particular, 14 is an interesting one. It says should transfer be allowed during - should domain transfer be allowed between registrars during the expiration period?

If you look at the URL pointed to in the comment, it's a relatively extensive message that, from ICANN which basically says you're not allowed to deny a request for transfer in the expiration period except in some well defined cases.

You know, one of them being they never paid for the previous year. You know, not the one to be renewed. But they never paid for the previous year. Or there's a dispute going on of some sort.

In all other cases you cannot deny the transfer. The problem we seem to have based on the reports is the issue was not one of registrars denying the transfer. But there's no opportunity for the registrant to request the transfer.

And so we're going to have to do some re-wording of the question. This answer only came up in the last couple of days. But it would seem that the difficulty is not, the difficulty people are experience is not - was not addressed by the advisory.

Although a cursory glance at the advisory may make you think it was. Jeff yes.

Jeff Eckhaus: Yes so I kind of lost you on that last little piece.

Alan Greenberg: Okay.

Jeff Eckhaus: Because in the initial survey I was the one, my response was there's no need to address this question. It's already explicitly allowed. And thankfully somebody else echoed that with the terms.

But I lost the last thing you said about is there a mechan- you know, is there a mechanism. And I think what you're saying is is there an area for registrants to be able to do it. Is that sort of what you're asking?

Alan Greenberg: Yes the answer to the explicit question should be allowed is it is already allowed.

Jeff Eckhaus: Right that was yes. So that was my answer so in the initial one.

Alan Greenberg: Should there be an opportunity to do it is a different question.

Jeff Eckhaus: Can you explain that when you say should there be an opportunity?

Alan Greenberg: Sure. If you are a registrar who changes who is for instance. And there are some who do and many who give themselves the privilege in the registration agreement. How can I, Alan Greenberg, change - request an inter-registrar transfer when who says I don't own it?

Jeff Eckhaus: Well that is, isn't that if it's explicitly allowed, then isn't that something an issue for the compliance department and not for this working group?

Alan Greenberg: Perhaps. Remember, the only statement from compliance is the one saying it can't be denied. They didn't address in that statement should there be an opportunity to request it.

Jeff Eckhaus: Right but so what I'm just saying is it's like what we're saying is we're like it's allowed and then we're making it like a double request saying oh, and make it available where it should be.

And if people say it's not available or they can't do it, then it's the same thing as not being allowed. I just figured, you know, it's - there's a compliance department. We pay a lot of money out of the budget for that department. And that's why I think it should be under their sort of purview.

And if people have issues, they should go to them if they can't transfer an expiration because it is explicitly allowed.

Alan Greenberg: Well I think where we stand right now, as I said, we only got this a few days ago. At this point, I've discussed it very quickly with Marika. But I think we need to formally request from compliance does this mean a registrant must have the ability to request it?

Or is that a discretion of the registrar? But if it's ever requested, they can't refuse it? You know, it's a catch 22 thing. If compliance agrees that a registrant must be able to request it, then you're right, it's a compliance issue.

If compliance says our purview only starts once it's requested then, you know, if you - if the registrar for instance disables their registrants access to the, you know, to their site to modify details of the domain name, therefore they can't request transfer.

Or they can't request to be unlocked or whatever, you know, whatever the details are that are needed to request a transfer, there may be a catch 22 and they can't do it so.

Jeff Eckhaus: Okay.

Alan Greenberg: I mean I think at this point it's back to compliance on how they would interpret such a compliant.

Marika Konings: This is Marika. I'm - I can take that back to compliance and get some further clarification. But I mean my question would be as well if there is no policy describing and data transfer, you know, should - registrants should be able to initiate a transfer after expiration. How can compliance enforce that?

I mean so my question I need to ask them as well. And I don't know if it's been (implemented). But indeed advisory specifically relates to the IRCP when a request has been initiated. And don't talk about, you know, who or when it can be. Well there are other rules around that.

But it doesn't deal specifically with that question of okay so what happens in expiration when indeed the registrant is no longer listed as a registrant. But he or she wants to initiate a transfer but it's not allowed or denied because they're not recognized as a registrant anymore.

Alan Greenberg: Yes I mean that doesn't mean compliance doesn't think it's within their job. It just may be they were responding to a flurry of complaints about registrars denying transfers after expiration.

And their advisory was fixing that problem. It, an advisory does not necessarily address everything in the world. So I think we need to go back to compliance and find out is this an issue that they consider a compliance issue? Or is it a policy issue?

Jeff Eckhaus: Okay good idea because I'm now thoroughly confused. So I'll wait for compliance as well.

Alan Greenberg: Then we're doing a good job, aren't we?

Mikey O'Connor: This is Mikey...

Alan Greenberg: It just shows how far we can go along a path of deciding whether to generate policy when the policy may already exist. I think...

Mikey O'Connor: I want to add further confusion. And that is does the RGP overlap the auto renew grace period at some time?

Alan Greenberg: No.

Mikey O'Connor: Because we have Question 8 just talking about RGP. So I am still massively confused as to when...

Alan Greenberg: The RGP only kicks in after a domain is deleted. Now a domain must be deleted no later than 45 days. If it's not renewed it could be deleted early. But no, they cannot overlap.

Mikey O'Connor: Okay.

Woman: Where am I?

Alan Greenberg: Sorry? Someone said something. No. Yes I'll just rephrase what I said a moment ago of I guess the previous discussion on transfer after expiration exemplifies just how confusing this overall field is.

If this group of people including some of the more knowledgeable people in the world on this subject are confused how do we expect anyone else to get their way through this?

Question 16, and I want to avoid on this one the specific wording of whether names resolve or IP addresses resolve or domain names resolve or whatever. The question is if, essentially if someone types in the appropriate URL should the original domain show up on a Web site, on port 80?

And Marika this was one, I don't know if you had any time to look at this in any detail? This one says 36% felt the domain should not be allowed to resolve.

My notes show that if you factor in the other answers and the clarifications, that we ended up with 9 instead of 5 people - 9 out of the 14 saying it shouldn't resolve.

At, you know, at some point after expiration, either immediately or within a few days. Have you had a chance to look at this and see whether that math comes anywhere near to what you have?

Marika Konings: Just make a note, sorry, I didn't catch that. And I haven't checked. I can do that for the next iteration.

Alan Greenberg: Okay. Yes if you could. I'm pretty sure that when you factor in the people who said yes it should stop resolving within five days or within a week and those who said other.

But the other was under on condition should the name still resolve. I think it would - this ended up being a significant majority believing it should not continue to resolve.

And I think to use the words of someone in one of the comments that the Web site not working is one of the best ways of getting a registrant to realize there's a problem.

So again I think it's a question of the wording was somewhat confusing. And in the options I think we understand basically what the target is.

I'll just add one clarification. In the option A it says it should not be allowed to resolve directly or indirectly within a specific time period after expiration. And the intent was to not say it must happen the instant of expiration.

And there's a grace period which either the registrar can give the registrant, or simply a grace period for the registrar to do the bookkeeping and make the adjustments to DNS.

Siva, is that it on this point? Siva go ahead.

Woman: He might have been muted.

Alan Greenberg: No he's not muted. Not on this site anyway.

Siva Muthuswamy: Yes it is on this point. Whether or not the Web site is allowed to resolve, the back (in the reasons) for the domain, which is the email should continue to function for a certain period.

Alan Greenberg: This question is only talking about the Web.

Siva Muthuswamy: Yes but if we decided the domain is not allowed to resolve to the Web site, then sometimes it's possible that the registrars assume that they may - the domain has to, they completely are dysfunctional.

Alan Greenberg: And are you saying it should become dysfunctional or should not become dysfunctional?

Siva Muthuswamy: It should not. It should not. Officially the registrants should not lose this email performance.

Alan Greenberg: Okay there is a separate question coming up on email. So let's defer that question until then.

Siva Muthuswamy: Okay.

Alan Greenberg: Okay Mikey did you want to get in?

Mikey O'Connor: I didn't read this question that it only applied to the Web. But I'll wait for...

Alan Greenberg: Well you're right. It didn't but we are explicitly covering the other parts separately.

Mikey O'Connor: Yes.

Alan Greenberg: So you're actually correct. It did not just apply to the Web.

Mikey O'Connor: Yes and that's the way I answered it. I want everything to go away because I want many, many notifications on many ports that the domain is gone.

Alan Greenberg: I tend to agree. But again, the questions were not all meet you exclusive. But you are correct. You and Siva are correct. This question was more general when it was originally asked.

Mikey O'Connor: Yes okay.

Alan Greenberg: It's my mistake. And I accept it. Okay the next question is what should happen to email with the expired domain name? Now Mikey has just expressed the opinion that it should die one way or another.

Siva said it should keep on living. And the question originally was worded with some options which some of which may not be technically possible. That is the mail should be routed somewhere else.

And there's enough evidence that says from the registrar's point of view, they don't have enough information to be able to do that. So I think we'll be more careful in our options that we provide for this one.

I would like to go back to Siva if we could. And you said that we should under no conditions kill the email. You want it to continue living. Mikey had said that everything should stop working because you want to alert the registrar, registrants in any possible way.

I'm just curious why Siva feels just the opposite.

Siva Muthuswamy: I feel that until the domain name completely goes away, that is until the domain surrenders for the entire length of the (random) grace period, the registrant should not differ one page of his, (unintelligible) of losing his email.

The technical possibilities can be explored if registrars are not familiar with dots. And maybe he can ask some technical experts about what options are possible.

Alan Greenberg: Well we have asked technical experts. Just one clarification before we go on. If we do not do anything with email. If it continues working, that means the domain name which is used exclusively for email, the registrant will get no notice until the domain actually disappears completely.

Siva Muthuswamy: Well what is the difficulty in allowing the registrant to continue having his email and then send a notification that the domain name is expired? He can be told that the domain name has expired. But still be allowed the email functionality as (unintelligible).

Alan Greenberg: I think this is a good discussion to take offline onto email because I think there are strong arguments why that may not work. But we only have ten more minutes left in this call.

So I don't want to use all the time up on that. But it's something I would like to continue because it's one of the areas that there is a very diverse view in the community. Mikey did you want to get a word in quickly?

Mikey O'Connor: I just have a personal antidote for those of you on the VI list. You know that last week I lost email. And the reason is because my email service provider let his domain name expire.

And the only way we found out was because my email broke. And it was a very effective notification. So I think it's a good idea.

Alan Greenberg: Awkward but effective.

Mikey O'Connor: Awkward but effective. And another thing that happened during that was that I was able, without any connection to the domain name, registrant, contact, I was able to renew the domain which was very cool.

I called up the registrar. And they say well you can't do anything to that domain as an alien except renew it. But we'll take your money and...

Alan Greenberg: We'll take your money.

Mikey O'Connor: And that's some - an option that I had never run into before. And I thought it was completely cool.

Alan Greenberg: I think that's probably at the discretion of the registrar I would assume.

Mikey O'Connor: Oh yes, absolutely. I know there was a, he said, you know, it's kind of like you're friend's car is out of gas on the side of the road. And you can put gas in the tank if you want. I went cool. I'll do it.

Alan Greenberg: Ron?

Ron Wickersham: Yes I've run into difficulties if you don't have the password, etc. Or in helping other people. But it's difficult for even the registrant to renew without jumping through all the hurdles.

And a foreign good Samaritan has no chance. So is that, that may be if the group felt strongly, that may be a good way to assist in those cases where the difficulties don't get resolved.

And it escalates into really ugly stuff. If it were a policy that I can enforce that says any good Samaritan can pay, including the registrant. Renewing is not to be impeded in any way just as an option.

Alan Greenberg: Any registrars want to get on that?

Ron Wickersham: Yes what do your registrars think about this?

Alan Greenberg: James doesn't like that idea.

James Bladel: Yes this is James, and it's not that I don't, you know, I'm anti good Samaritan or anything. I just, I feel like, I'm just very leery of any ideal of allowing folks who aren't, you know, directly involved or controlling or managing the name, the registrant or one of the contacts, to make any changes.

I feel like I understand the intent here. And I understand that, you know, we should keep it limited to renewals. But, you know, I just, it just makes me very uneasy, that's all.

Ron Wickersham: Well I, as being the defender of registrant rights, I tend to agree that I'm - if I have a domain name that I want to expire, I'm not sure I want someone else putting up the money for it but.

Mikey O'Connor: It was a lot of money. It was a lot more than a regular registration fee. I'm drinking for free for a year at least.

James Bladel: Well I'm glad that it worked out in your case Mikey. I think that when you throw open the doors on something like that to, you know, millions and millions of registrants, the likelihood that somebody is going to do something that is not desired or something like that I think goes up exponentially so.

Mikey O'Connor: Yes I'm not sure it's a policy that even that registrant would want to publicize, either that registrar rather. Interesting concept though.

Alan Greenberg: All right are, let's try to finish. We're running out of time. Are you of the opinion that expiration-related to provisions in typical registrations are clear and conspicuous?

I think the general feeling on this one was let's stay away from this one. The term clearly is used in the RAA. So we have some possibility of doing something.

But right not it's one of the really low consensus ones. And my position right now I think is to leave it in here and get comments from the public and comments from other groups.

But not to try to put an awful lot of work into it, James.

James Bladel: I agree with you Alan. I just want to point out clearly as used in the RAA but not defined.

Alan Greenberg: Indeed. Isn't that the best - it's just like Mikey's confusing question, Berry.

James Bladel: We're chasing ghosts in circles.

Alan Greenberg: Well on the other hand, at least it sets a target even if we don't know exactly where the target is.

James Bladel: Right.

Alan Greenberg: I mean most of us can't define clearly, but we can define unclue (sic), we can recognize unclear when we see it, Berry.

Berry Cobb: Yes this is Berry. I think I may have made this point several moons ago. And, you know, obviously there is debate about what is clear and conspicuous, da, da, da, da, da.

I, to me I think the gap here is the fact that there are registrars out there in the bottom half, or bottom quarter or whatever number it is, that just aren't following the rule of putting anything in the registrant agreement period.

And so I don't know if this is the right place or not but, you know, is there a way for an option C that we definitely pass this back over to compliance for them to, you know, start laying down the law. Or looking to enforce the fact that, you know, they're already required to include this kind of information in there.

I myself have seen instances where it hasn't existed. And I think that goes quite a long way to try and fill the void here.

Alan Greenberg: Marika can or Margie can fill me in. But my recollection is that compliance has looked at this. And registrars in general do follow it. The real problem is on re-sellers who very often have absolutely no terms and conditions posted or none visible at least until after you make the sale, perhaps not then.

Marika Konings: Yes this is Marika. The compliance do an audit on the renew and expiration rate, the provisions. And they send a number of notices to registrars when they found they weren't complying.

And I think following that. And, because I think some, they didn't realize either that that requirement was there. So following that it was I think in most cases very quickly adjusted.

And they also did a similarly an audit on, you know, posting to the RGPC where applicable. So they have been looking into that. And again, of course, you know, the terms are for clearly dissipated. I think they've interpreted as meaning that, you know, you don't have to search 100 pages to actually try to find it.

But, you know, reasonable means of trying to get access to that information. And...

((Crosstalk))

Alan Greenberg: Go ahead.

Marika Konings: No if anyone wants to look at that information again, then I'm happy to circulate that.

Alan Greenberg: I mean I think on a personal level, but I don't think it's the committee's job or the work group's job to talk to compliance and, you know, talk about the issue of re-sellers again because I think that needs to be raised. But I'm not sure it's the - it's this group's responsibility, Mikey.

Mikey O'Connor: I just want to put Berry on the spot because Berry I think was probably looking at registrars rather than re-sellers. So Berry is the re-sellers issue really what you were talking about? I'm thinking this is the infamous uniformity of contracts work that you did over in RAV?

Alan Greenberg: Berry do you want to answer? We're just about out of time and I really would like to do the last couple of questions.

Berry Cobb: Yes, sorry I was on mute. Just real quick, yes, it was something that we cursory found in uniformity of contracts in review of the registrar agreements.

And there were a couple of areas where I didn't see any expired domain sections in there. So that's what prompted me to ask this (unintelligible).

Alan Greenberg: Okay I think it is a compliance issue from a registrar point of view. All right the question is should ICANN have rules about what should - about what kind of clarity is required regarding expiration.

This was again one which had very diverse answers of 31 said there should be rules, 30 said there shouldn't be rules. And basically the other third, one second, I'm confused.

Yes, okay 30 said there should be rules, 30 said there shouldn't, 30 said I have no opinion. And 10% said something else. I don't think this is one we want to focus on greatly in this version.

But we will provide alternatives and see what the input is from the community.

And the last question was, the last one in terms of priorities was what should happen for non-Web, non-email services? And again I think this was a question that was poorly worded.

The intent of the original question was should these service fail or be allowed to continue to work? And my position I think is similar to Mikey's and Ron's that everything should stop working because it will catch someone's attention.

And the fact that a particular domain name is only used with, you know, as a SQL server on port 493 should not mean that the registrant gets the notice that it isn't working anymore to take some action.

So I think we need to reword this question unless someone has a great objection to it, and go back to what the original intent was and try to gather input from the community.

In the absence of any other comments, the drafting team is meeting again, I'm not sure, it's either tomorrow or the day after. So we're going to try to have another go through it.

And hopefully for next week's meeting we'll have something pretty close to final. Thank you Mikey. Are you going to join us Mikey?

Mikey O'Connor: I'm massively confused on when. But I, if I can.

Alan Greenberg: There was a doodle sent out which I think you were included in. If not, I'll...

Mikey O'Connor: Yes.

Marika Konings: This is Marika. So it's set for Thursday at 1500 UTCs.

Alan Greenberg: Okay.

Gisella Gruber-White: And Mikey was copied.

Mikey O'Connor: Yes I think I have to sort that out. I have a VI leader call and I can't remember when that -- anyway I will try.

Gisella Gruber-White: Mikey that's not at the same time.

Mikey O'Connor: Oh good.

Alan Greenberg: If you can make it, we would be glad to have your wisdom on the call.

Gisella Gruber-White: According to me, he's available.

((Crosstalk))

Cheryl Langdon-Orr: He's available. He's available.

Alan Greenberg: Gisella, your power - your range of power is widening.

Mikey O'Connor: Gisella rules my life. She runs it 7:00 to 8:00 pm.

Cheryl Langdon-Orr: Hey Mikey, tell me about it Mikey, tell me about it.

Alan Greenberg: Thank you all for a great call. We'll see you next week.

Mikey O'Connor: See you kids.

Alan Greenberg: Bye bye.

Cheryl Langdon-Orr: Bye. Thanks Alan.

Alan Greenberg: Yes. Bye.

Cheryl Langdon-Orr: Bye. I think we should just give Gisella total control over all our diaries
and just let it be. It'll be far better off-...

END