

GNSO
Inter-Registrar Transfer Policy A PDP Jun08 Working Group teleconference
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Note: The following is the output of transcribing from an audio recording of the Inter-Registrar Transfer Policy A PDP Jun08 Working Group teleconference on 11 November 2008. 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/gns0/gns0-irtp-20081111.mp3>
<http://gns0.icann.org/calendar/#nov>

Participants present:

Paul Diaz - Working Group Chair - Networksolutions Registrar c.
James M. Bladel - Godaddy Registrar c.
Barbara Steele - Registry c.
Mike Rodenbaugh - CBUC - Council liaison
Michael Collins - CBUC
Mikey O'Connor - CBUC
Kevin Erdman - IPC
Sébastien Bachollet - ALAC

Staff:

Olof Nordling - Director, Services Relations and Branch Manager, Brussels office
Marika Konings - Policy Director

Absent Apologies

Adam Eisner - Tucows
Glen de Saint Géry - GNSO Secretariat

Man: We're now recording.

Paul Diaz: Thank you. Marika, I can do it, or you want to do the roll? What's easiest?

Marika Konings: As you want.

Paul Diaz: Okay. I have it in front of me so I'll go ahead and do it.

Marika Konings: Okay. Perfect. Thanks.

Paul Diaz: As you all can imagine, Glen can't be with us today, so I'll do the roll call. This is Paul Diaz, chair of the working group and (unintelligible) from the registrar constituency. On the call we also have Mike O'Connor, the business constituency, Kevin Erdman from IPC, (Barbara Steele) from registry constituency, (Sebastian Bachollet) from -- I'm sorry (Sebastian) if I mispronounced that - from (Alac), James Bladel from registrar constituency, and Michael Collins from business constituency.

From staff we have Marika Konings and Olof Nordling. And we received regrets from (Adam Eisner). And I see somebody else joined - (David)?

(David Strine): Hello?

Paul Diaz: Hi, (David). (David Strine). Where do you hail from? First time I've seen your name on the list.

(David Strine): (Unintelligible) asset management. Is this the (IHG) conference call?

Paul Diaz: This is for transfers?

(David Strine): Okay. I think I may be on the wrong call. I'm supposed to be on the intercontinental call.

Paul Diaz: No, this is a different group entirely.

(David Strine): Okay.

Paul Diaz: No problem.

(David Strine): (Take care, bye).

Paul Diaz: Okay. Thought maybe he was covering for (Mark), but no, wrong call. Very good. Thank you everyone for being here and for being on time. Obviously the confusion we had with the last call, the notices and reminders are useful, and we'll continue that. Glen (send them out an) event.

As you're meeting all of you, those who were able to make it out to Cairo, just as a quick update for those who didn't - weren't there, we provided the council - (GNSO) council a quick update on the status of the working group. They're very pleased to hear that, you know, that we're moving along at a pretty good pace.

We have committed to them to try and have our initial report draft ready, approved, and actually posted ideally in the next two weeks. That's just our own internal deadline. I would like to try and push us to do that just so that ideally we might be able to wrap this thing up by the end of the year or certainly early into January.

But we'll take however much time we need. And as always, encouraging everybody as we go through the report. If you have positions, have issues, et cetera, please post them up. Have you always heard, we like to have the initial report as all encompassing and as accurate as possible.

As I had noted before we started the recording, we'll be working off of the draft that Marika provided, dated I guess 28 October. This is a draft that's up on our Wiki site. If you don't already have it in front of you, and I - please ask and the next few moments go out to the Wiki and pull it - the draft report up.

Going back a couple of weeks now, in our last call when everybody's present, we had kind of gone through most of the report. Those comments that we had inserted you can see in the draft Marika's provided us. What we have not really done as much - and I think probably that place for us to start, given the inputs that we've received to date, it seems that most generally support the idea of coming up with partial bulk transfer terms.

However, as we note in our report and as we sort of skirted around in our calls, we haven't really fleshed out what that means - what those terms are. And as a group, we sort of need to come to consensus. Do we want to try and flesh out the terms, or are we willing to simply offer up the kind of general recommendation and I guess punt on the issue to council and say, you know, "We recommend that more study be done and leave it to some future group"?

Personally speaking as a registrar rep, I would like to take a crack at trying to flesh this out. I think it's an intriguing idea and one that seems to have - piques a lot of interest. So I would like to try and do it. But again in my role as chair, I'm trying to keep ears wide open for everybody's recommendation, so I leave it to the group. How would all like to proceed on this Issue 3 on today's call? Anybody please.

(Barbara Steele): This is (Barbara). I would agree. I think it would be helpful if we could at least put some general terms or requirements surrounding a partial bulk transfer.

Michael O'Connor: This is Mike O'Connor. I agree too.

Paul Diaz: Okay.

((Crosstalk))

Michael Collins: This is Michael Collins.

Paul Diaz: Yes, Michael.

Michael Collins: This is Michael Collins. I also think that would be a good idea. And I have at least one idea or one issue that's - that I've thought of since our last conversation.

Paul Diaz: Okay. To make it easier, is there anybody who feels that we should just do a general recommendation and avoid specifics? Great. Okay, then Michael Collins, if you have any idea, why don't you start the discussion. Go ahead and offer it up.

Michael Collins: Well one issue of concern that we - we've discussed whether registrants should be able to use this. And I think there was some consensus that that would be up to the registrars, you know, whether they would provide a service to the registrants.

And there's only one detail that needs to be considered. If you're talking about a partial bulk transfer between two registrars, it's easy to

assume that both registrars are cooperating. But if it's a bulk, you know, partial bulk transfer initiated by a registrant through a gaining registrar, it may not necessarily include the same level of cooperation from the losing registrar, and I wonder if there's a way we can accommodate that.

Paul Diaz: That's a great thought. Does anybody have any initial response?

Michael O'Connor: This is Mikey. I think that what we might want to do is get our terms laid down in general and then see if we can address Michael's issue once we've got that terminology figured out. At least for me, it would be easier to answer that question once I know sort of the specifics of what we were proposing.

James Bladel: This is James.

Paul Diaz: Go ahead, James.

James Bladel: Michael, if I'm understanding your concern correctly, is it that a - the losing registrar might not cooperate with this particular provision -- the partial bulk transfer?

Michael Collins: Let's at least be clear that the losing registrar may not have any incentive to cooperate.

James Bladel: Okay. And would that - I'm just trying to think here. If we're building a recommendation that a modification be made to the existing IRTP, would that - if a registrar did that, would that be a violation of the IRTP as a whole?

((Crosstalk))

Paul Diaz: That's going to be a question for you Michael and for the group. And (Mike Runbaugh), I've seen joined us now as well. Welcome. You know, currently when a registrar - a losing registrar is non-cooperative, what are the mechanisms, what does the registrant do to, you know, get their transfer request processed?

Michael Collins: The only reason I bring it up though is that the procedure for a partial bulk transfer is different than a regular registrant transfer that includes for example paying a renew - a transfer fee.

Paul Diaz: Yes.

Michael Collins: So that's why I brought it up. The - yes, in a regular transfer I think that the losing registrar is obligated to follow IRTP policy, but I'm just - it's - I don't think that's included in a partial bulk transfer, so we - maybe we could include it. I don't know - I'm open to your - to some input about how to resolve this. It was just something that occurred to me that we have not addressed.

Paul Diaz: Yes.

Olaf Nordling: This is Olaf here. I think it's - if we come that far, that this is the recommendation, that registrant initiated the partial bulk transfer would be - well there would be room for it and such in the IRTP. Well then it follows that there's an obligation to follow those through, because - well then we have a modification on the IRTP. So - well it - non-cooperation or in that sense would be indeed be a violation on the IRTP as far as I can see it. (Unintelligible) from it (unintelligible).

((Crosstalk))

Michael Collins: Maybe in the...

(Barbara Steele): This is (Barbara). I would agree with that.

Michael Collins: I'm sorry. It may be then that we should just go with Michael O'Connor's - Mikey's suggestion of putting together the rest of this and see if there's a problem. Maybe it all works out.

Man: Yes.

Michael O'Connor: It's Mikey again. Another thought that occurs to me is that I'm not sure that there is such a thing as a registrant initiated personal bulk transfer. It seems to me that if I were a registrant and I wanted that to happen, I would always call my gaining registrar and that the gaining registrar would actually be the people who would initiate that.

(Barbara Steele): Mikey, this is (Barbara). I mean that would be the case, because obviously registrants do not have a contractual relationship with the registry to be able to initiate a transfer directly. They would have to go through a gaining registrar.

I'm wondering if it makes sense when we're defining kind of what we would expect, because I think there does seem to be merit in, you know, putting some rules around this in the IRTP.

You know, perhaps just as - an FOA is required for a normal bulk - or for a normal transfer, excuse me, from one registrar to another,

perhaps what we would require is, you know, maybe a - an FOA, and any domain names that would fall under that FOA would have to have the same registrant and admin contact detail for any domains that were included under that, just to show that there was actually agreement by the registrant that the name should be transferred from one registrar to another.

But I think some of the same requirements would be there, but I think we may have to put some additional requirements in place as well.

Man: Yes, I agree.

James Bladel: (Barbara), this is...

Olaf Nordling: (Barbara), are you - just a question. Are you talking about sort of kind of group FOA for one FOA to deal with many domains?

(Barbara Steele): I think that would be appropriate in the circumstance that we're discussing right now where you're talking about perhaps a large portfolio holder of domain names -- wanting to transfer their entire portfolio from one registrar to another.

Now, you know, obviously if you have a situation where - one of the things that we hear about quite regularly would be the case where a reseller for instance, of a registrar becomes accredited by ICANN and wants to transfer the names that they were previously managing through another ICANN accredited registrar to their own accreditation.

And in that particular case, I think that there may be a separate set of rules that, you know, a -- excuse me -- that a - the gaining registrar

would be required to actually provide a notification to each registrant, because obviously it would be a different - or admin contact I guess in the - could be as well, because it would be a different circumstances. They could have different registrant and admin contacts for the individual names that would be managing by that reseller in that particular case.

So I think that there's some different circumstances that we would have to consider and perhaps provide guidance around.

Paul Diaz: Okay. I believe somebody else is trying to say something as well, and we just want to capture all the thoughts. These are all very, very good points. Did somebody else - were they trying and got cut off?

James Bladel: Oh, this is James. I was going to bring up the reseller scenario, but (Barbara) touched on that as well. So...

Paul Diaz: Okay. All right, just letting it soak all in. The last point that (Barbara)'s made and James alluded to as well, in the event an entity becomes an accredited registrar and they're seeking a partial bulk transfer, basically to move names that were held elsewhere into their newly accredited registrar database, the suggestion that maybe we have a particular set of rules governing that as opposed to just a portfolio owner moving names about, just a question for the group, but do you have concern that if we start trying to tease out different circumstances we may be creating something of an unwieldy beast, or can we perhaps, you know, still craft these partial bulk terms to encompass both the entity becoming an accredited registrar, and wanting to transfer a scenario as well as a portfolio holder?

James Bladel: Paul, this is James.

Paul Diaz: Yes.

James Bladel: Some thoughts on that would be that I feel that we should define Item 3 in terms of the transactions or the operations between registrars for the reseller accreditation scenario. And that should be a sufficiently useful tool that registrars like -- and I could tell you that GoDaddy would be one of them -- can then take that tool and build a product and service offering around that for registrants similar to what we currently have in place and do it on an individual basis.

And if we presume that the obligations on the losing registrar are inherited from the IRTP as a whole, I think that it may not be necessary to specify those within any sort of policy modification if we can just refer back to the IRTP. That's just one proposed idea for a strategy on how we would approach Issue 3.

Paul Diaz: All right. A question for the group. We're dancing around this. A number of us have touched on it. Is the group in general, you know, the - of the opinion that IRTP rules as they exist right now would apply in a partial bulk transfer scenario? Does anybody believe that partial bulk transfer is so different it would, you know, sort of - that the rules would not apply?

Michael O'Connor: This is Mikey. I think the one question that came up in Cairo that we probably have to touch on is what the fee would be, because in certain instances, there's no fee.

Paul Diaz: Okay.

Michael O'Connor: Think we need to clarify that.

(Barbara Steele): And this is (Barbara). I think from a fee perspective, I think it should be at the discretion of the registrar operator to set their fee, but I think that perhaps we should stipulate that the fee would not be able to exceed the - basically the per name fee.

So for instance if you're charging, you know, \$6 to - in essence for the transfer of a domain name, that the - and say there are ten names that are going to be a partial bulk transfer, that the fee charged by the registry to the registrar would not be able to exceed in essence \$60.

Obviously I think that most registries would obviously go with a fee that's less than that. The (New Star) offering that they have is available is I believe a minimum of \$1000 or I think it's ten cents a name. But I think that we really can't get into a lot of, you know, details of what the pricing should be. I think that really needs to be driven by the market and the registry. How the registrars price that out to their customers, again that should be within their discretion as well.

Paul Diaz: Okay. Just wanted for clarification -- the connection wasn't as clear as I'd like it -- (Barbara), you're suggesting that this group today - our group, our working group, that a maximum threshold and then leave whatever pricing to the registry operator, in your example, to Verisign's discretion, what the actual pricing could be, but our policy would say it could not be any higher than what you suggested, maybe what the current fee is.

(Barbara Steele): Right.

Paul Diaz: Got it correct? Okay, just wanted to...

(Barbara Steele): That's it in a nutshell basically.

Paul Diaz: And then of course registrars, if they determine that they need to charge any sort of additional fee, that too is at their discretion. They don't have to, but they could if they wanted.

(Barbara Steele): Right.

Paul Diaz: (Unintelligible) suggestion. Okay.

Olaf Nordling: Olaf here. Let me follow up a question on that. We talked about different scenarios for partial bulk transfer, and perhaps it's also important to check whether would this fee be applicable in all those scenarios.

So would there be scenarios where perhaps we could give advice on that? I - well three/four different scenarios here. I mean one registrar buying another or now that's a (full) bulk transfer, but other voluntary agreements between registrars and new registrar arising from being a reseller. And well, whether registrant initiated - well certainly would be probably a fee there I suppose.

Paul Diaz: Do we cover that, Olaf, by following (Barbara)'s suggestion of in our rule establishing a max -- a cap, you know, no more than? And of course it's at the discretion of the parties involved to say we won't charge any fee.

Olaf Nordling: That's - indeed. Now the question is do we have any views on that. I don't, but if there is - there are cases where it would be inappropriate, that particular fee at all. I can't think of anything off the cuff, but just wanted to bring up the question.

Paul Diaz: Very interesting point. Anybody have any initial thoughts on that?

Michael O'Connor: This is Mikey. I have to cogitate about - for the consumer perspective on that. I don't have a visceral negative reaction, but I would want to think about possible abuse scenarios.

Paul Diaz: Yes. Sure.

Michael O'Connor: But my initial reaction is fine.

(Barbara Steele): And this is (Barbara). I would prefer to keep it as simple as possible.

Paul Diaz: Yes.

Man: Yes, it's...

Paul Diaz: Definitely agree with that. Yes. I agree there too. All right, (Barbara), I don't know if you've already reached out, but if you could in the interim just so that we have a point of reference, like what (New Star) actually is charging for their service? It'd be helpful just to know to, you know, for the record. And we might include it as a for example type clause or sentences in our report.

(Barbara Steele): Sure. I can do that. I am fairly confident that there's \$1000 minimum...

Paul Diaz: (Unintelligible) the numbers...

(Barbara Steele): ...or ten cents a name.

Paul Diaz: Yes.

(Barbara Steele): But I'll confirm that.

Paul Diaz: Again, for our initial report, I think it'd be useful having it out there, because again once it's public comments and when we're seeking constituency statements, there might be a much stronger reaction when people - when interested parties understand what is currently being done in the marketplace and they have that point of reference.

(Barbara Steele): Sure.

Paul Diaz: All right, so we've touched on a number of things broad brush. One of the things that's come up in previous calls was the actual mechanism of providing a partial bulk transfer. What we have today for a bulk transfer request where there's a procedure that registries follow for partial bulk transfer, I guess there's going to be some development effort involved in coming up with a way. I guess (New Star) has done something like this.

(Barbara Steele): We have. And quite honestly, it's a very small tweak that needs to be done. In fact, I don't know they - you could really call it, you know, development work, but I know from our perspective if we need to in

essence transfer a domain name for registrar to another, we basically just provide a list of the domain names to our ops team along with I believe the losing and the gaining registrars. And they basically run the script against that particular list versus basically taking all domains from, you know, Registrar A to - and transfer them to Registrar B.

And it sounds, from the conversation that I've had with (Jeff Newman), that they're doing something very similar at (New Star).

Paul Diaz: Okay. So again, for our report - when we've got the initial report going out, if we can (sketch out) how we envision it ,operating how, you know, what their procedure will look like, again, we're providing interested parties here's the thinking. And if they have some sort of negative reaction to it, they can weigh in.

And maybe folks will recognize security concerns, whatever. Something, but it's good to know that it won't be a - it's not expected to be a massive effort on the part of registry operators having to develop some whole new procedure or something.

(Barbara Steele): Correct. And again, this is (Barbara). I think that it probably makes, you know, some sense to just put some guidelines surrounding the fact that we would need to confirm not only with the gaining registrar the names that would be transferred, but also have a confirmation from the losing registrar that the names on the list are the names to be transferred.

And I do think that there needs to be an (ascertainment) from the gaining registrar that they have contacted all registrants of the domain names

that are included in the transfer list advising them that the transfer is going to occur.

Paul Diaz: Yes. Where - in my network solutions (set) I absolutely agree and in fact would insist on that from security standpoint. I think a partial bulk transfer needs to be treated like any transfer in regards to you need an FOA. It could be understood to be a group FOA, as we discussed earlier, but fundamentally, any of the names you have to have the (authen) book code. You know, and that those things - those details are requisite just because it's a particular portfolio holder.

They have everything, great. Should be very easy for them to get that data. But we don't want to create a situation where some bad (actors) can gain the system and we create an opportunity - an easy way for them to steal valuable names.

Michael Collins: I have a question related to that. This is Michael Collins. Was the typical bulk transfer - obviously both registrars are involved -- the losing and gaining -- and in the scenario that I questioned about where a registrant is wanting to cooperate with a gaining registrar to use this service, the losing registrar may not necessarily be a party to the deal in - but when this comes up about using it for resellers, wouldn't that - that would - in the reseller situation, wouldn't that require both the losing registrar and the gaining registrar to participate - give permission I guess? Give - authorize it?

Because you can't transfer a registrant's name to - from registrar to another without either the registrant authorizing it or at least having the registrar authorize it. The registrar of record I presume. Is that correct?

(Barbara Steele): And this is (Barbara). I mean I don't think that you can possibly even consider doing this without the engagement of both the gaining and the losing registrar and the agreement of both parties.

Michael Collins: Even in cases where the registrant might have given authorization?

(Barbara Steele): Correct.

Michael Collins: A large portfolio for example.

(Barbara Steele): Yes. I mean we would have to provide a notice to both the gaining and the losing.

Michael Collins: And the notice is different than authorizing I think.

Michael O'Connor: This is Mikey. I have a thought that might help with this. In the current draft, about Line 301, Marika's got this fabulous sort of flow chart that describes transfers in an EPP registry.

And I think one of the things we might want to do for the partial bulk transfers is try to draw a similar flowchart for who does what in a partial bulk transfer, and then see if, once we've sort of got all those little steps laid out in sequence, whether there's a place that issue we're talking about now gets fixed, and if not, what we need to do in order to fix it.

It's pretty hard right now for me to follow the conversation, because I don't really know who does what first, and who does what next.

(Barbara Steele): I think we have a couple different scenarios, you know, here on the figure that Marika had provided. I mean obviously this is a registrant initiated transfer.

Michael O'Connor: Yes, this is, you know, this is just by way of example.

(Barbara Steele): Right. Right.

((Crosstalk))

(Barbara Steele): So what I'm thinking is, is, you know, if we do have a registrant initiated transfer, then obviously they would go to their registrar and indicate that, you know, they want to transfer their portfolio's names, but then it would be up to the registrar to engage both the losing registrar or registrars if there are multiple, as well as the registry, to start working on affecting that transfer.

But I really think there really does need to be engagement by both the gaining and the losing registrars. And I believe that one of the registrar representatives that had been involved in the call - James, was it you maybe that you had indicated that GoDaddy actually helps to facilitate and kind of brokers the transfer between the losing register and GoDaddy when registrants come to you and want to basically transfer a group of names?

James Bladel: That's correct. We do that even in those cases where we are the losing registrar.

(Barbara Steele): Okay.

Paul Diaz: Yes, and the same for (Net Solutions). We're involved in both cases and we'll assist if necessary.

(Barbara Steele): Yes.

James Bladel: Yes, one question I think that - and maybe we've discussed this and I'm just not clear on it. I apologize if that's the case, but in the scenario that we discussed where a reseller becomes accredited, can a registrant or admin contact reject a transfer that - between the previous registrant - or registrar and the new entity, or is this process transparent to registrant?

Michael O'Connor: Good question. I had that question.

(Barbara Steele): Yes. That is a good question. I mean I think that, you know, from the standpoint, you know, most of the dealings of the registrant has probably been with the reseller advocacy not the actual registrar of record.

Man: Right.

(Barbara Steele): Would that not be correct? So I think that again you would have to have a notification., you know, maybe 15 days prior to the transfer occurring out to all, you know, registrars that would be impacted by it, letting them know obviously the who is details are going to change.

The registrar information and the who is details will change because, you know, you don't recognize a reseller. It would be the registrar of record that's actually I guess the company that has the relationship with the reseller. So if they did have any issues, I would think at that

point they would voice those to their reseller and they could be excluded.

Michael O'Connor: Another question is, is this even a partial bulk transfer, or is it a full bulk transfer. Because wouldn't that be all of the names?

(Barbara Steele): Well it would be a partial bulk transfer, because it's not going to be all of the names under, you know, that are currently in the existing registrar of record portfolio's names.

Paul Diaz: Oh okay.

(Barbara Steele): It would be just those that would be associated with the reseller.

Paul Diaz: Yes.

James Bladel: That's correct. And also, you know, there reseller could have - make, you know, could remain a reseller for certain TLDs and then become accredited for others. So...

(Barbara Steele): Yes.

Michael O'Connor: Yes, I get it. Thanks.

Paul Diaz: Yes, and I think everybody's touching on something that it's always - that seemed for me - an important issue for me and a security issue here, given what we've just described since the reseller is not recognized in the existing transfer processes. It's - transfers are done between registrars and facilitated by registries. You know, we

potentially could run the risk in developing these partial bulk transfer terms at a unscrupulous reseller.

If we don't insist on some sort of notification that (unintelligible) for registrants, the registrant could wake up and find out that, oh lo and behold their registrar of record is now in some distant land, and it's very difficult for them to interact with that particular registrar. Any number of things. You know, they could feel like the reseller has effectively slammed them.

Michael O'Connor: Now isn't that back to James' question?

Paul Diaz: Yes. The visibility. I think this is a very, very good point.

Michael O'Connor: Yes. And also (Barbara)'s FOA point, which I think also...

Paul Diaz: Yes.

Olaf Nordling: Isn't this - well if it would happen today that the reseller becomes an accredited registrar and presumably - well that would bode well for his not being (unintelligible) hopefully. But what - wouldn't that amount to a transfer formally speaking? So it would call for a number of FOAs to be handled for each domain name individually.

Michael O'Connor: I'm not sure I followed that, Olaf. Could you say that...

Olaf Nordling: Yes, well - I mean if it happened today that a current reseller be granted authorization or (unintelligible) by ICANN and then would like to take over, well his customers effectively as being the registrar of record, that would imply I would suppose that the - would need to

handle all the transfers individually, because it would be a transfer, formally speaking, from the IRTP perspective.

So I suppose that would call for some solicitation from the previous reseller saying that, "Yes we - now - from now on we're accredited, so we would like to keep your (unintelligible) customers. So could you please request a transfer here to us?" Is that how it would happen today?

(Barbara Steele): Yes, I don't believe that that's the way the (New Star) model works. I think that, you know, they provide, you know, the gaining registrar provides a list of the domains and the losing registrar confirms that they're in agreement that that list is appropriate. There is a notification requirement to the registrants and, you know, I believe it's X number of days - it may be 15 days prior to the transfer occurring. But I don't believe that individual FOAs are obtained in that particular case.

Olaf Nordling: Not in that particular case, but I'm thinking about when we still only have the individual transfers. We don't have partial bulk transfers as yet. And what happens today if a reseller becomes an accredited registrar and wants to move his customer base into his records as registrar of record? Can you do that? Isn't that - wouldn't that have to be handled on sort of domain - per a domain basis?

(Barbara Steele): I believe it is.

Man: Yes.

(Barbara Steele): At the registry we would receive individual requests - transfer requests and would process them - we wouldn't have any visibility into,

you know, the fact that there is an underlying situation going on. We would just see the transfer request as an individual requirement...

Man: Right.

(Barbara Steele): ...process it accordingly.

((Crosstalk))

Olaf Nordling: Of course. And from many cases when there is a reseller involved, I mean (it happens) more often than not to be the admin contact, so you can initiate your transfer.

(Barbara Steele): Yes.

Michael O'Connor: Which I think takes us back to James' point, which now I find I really get, which is somewhere along the line it seems to be me it's a good idea to have the registrant make the choice as to whether they want to leave the registrar they're with, to a new one or not.

James Bladel: I'm not sure I agree with that, (Mike), but I think it opens up an interesting paradox, which is if we don't give them the choice, then does it become a security issue.

Michael O'Connor: Yes.

James Bladel: But on the other hand, if we have a very complex merger of two registrars, do we want to give individual registrants the ability to give a thumbs up or a thumbs down on that operation?

(Barbara Steele): Wouldn't, in the case of a merger of two registrars though, fall under, in most cases, the bulk transfer that's already referenced?

James Bladel: Right. I'm sorry. Bad analogy.

Michael O'Connor: Yes. I think another example is a better one that teases - the one we've essentially been talking about is an interesting one. Let's say that - I don't know if GoDaddy has resellers, but I'm going to invent them if you don't. And let's say I'm a reseller..

James Bladel: We have a couple.

Michael O'Connor: Okay.

James Bladel: Yes.

Michael O'Connor: And so I'm one of those, and I decide to become a registrar. (Mike)'s pretty good back yard sleazoid registrar just barely make accreditation, you know, just barely have enough infrastructure to keep things going, and I want to take all of my domains from GoDaddy to me. It seems to me that a customer wants to be able to say, "Wait a minute." You know, "GoDaddy's got giant infrastructure, they know what they're doing, and you don't know anything about what we're doing. Why in the world would I want to transfer to you?" It seems like the registrant needs to be able to make the choice when they're being moved from one set of registrar infrastructure to another.

((Crosstalk))

(Mark): But didn't the registrar make the choice when they registered the domain name through the reseller in the first place?

James Bladel: One thought on that. I think - I'm sorry.

Michael O'Connor: Sorry. I don't think so. I mean when a registrar through the reseller I was basically buying GoDaddy with slight, you know, a little bit of paint on it.

(Mark): But that's not typically the case.

((Crosstalk))

James Bladel: Not at all. Yes.

(Mark): Typically when people buy through a reseller they have no idea that that (unintelligible) (registrar) is a reseller at all. They think that the reseller is the provider. So I think if somebody actually were to know they were buying through a reseller, that would be an aberration.

Man: (Unintelligible).

(Mark): And more likely, if they knew that the reseller was a reseller, they would go directly to GoDaddy.

James Bladel: Correct. And we go - we take very - we undertake great lengths to ensure that that relationship is not visible to the registrant.

Man: Oh.

((Crosstalk))

(Mark): ...what every reseller does, which is why the resellers are - which is why the resellers and registrars who have a reseller model are so adverse to resellers being obligated to publicly state that they're resellers, because that would kind of destroy that model. People wouldn't want to go to resellers. They'd want to go directly to the source.

Man: Oh.

(Barbara Steele): Right. And the registrant would have the contractual relationship with the reseller, not the registrar of record.

Man: Exactly.

Michael O'Connor: There's a can of worms. So what happens then when my scenario plays out where the reseller - (Mike)'s pretty good back yard, not so credible registrar now exists? Ant some point in this process, don't we want to disclose that they're leaving solid well-built Registrar A for brand new sleazoid Registrar B and let the registrant make a choice?

(Mark): Again, I, you know, I think they already made that choice when they registered the domain name to the reseller. I mean they have a - they definitely have an agreement with the registrar as well, but...

Michael O'Connor: Yes, but...

(Mark): I mean their agreement with the reseller is, you know, really the one that's dominant. And so when they made their decision to go with

(Mike) when he was just a reseller, if it's in the agreement that - with (Mike) that (Mike) has the ability to transfer the domain name to its, you know, itself as an actual registrar, then there's not really too much a registrant can do.

Man: That's exactly correct.

Michael Collins: Michael?

Man: Yes.

Michael Collins: This is Michael Collins. I think we might gain some help by just looking at current bulk transfer procedure. I think currently now the registrar doesn't have a choice, largely because the - this occurs often because either a merger and a - or - and the buyer shutting down the old registrar or a registrar's lost its accreditation and the names are being moved to, you know, an accredited registrar. So the registrants don't typically have a choice, but they are notified.

((Crosstalk))

Man: (Unintelligible) point Michael.

Michael O'Connor: You know, I think my sort of consumer hat says that it would be nice if the registrant, you know, at the moment when the changing relationship takes place, and essentially the veil of the reseller, you know, the veil that covers the true registrar, it seems like that's a moment at which that veil could be lifted and a registrant could be given the choice between the two registrars that they now confront, and at that point say, "Oh, I didn't realize it was living in GoDaddy land

all this time, but I know GoDaddy and I don't know (Mike)'s pretty good back yard registrar. I think I'd just as soon stay with GoDaddy."

James Bladel: Michael, this is James.

Michael O'Connor: Go ahead.

James Bladel: I would - first on a couple of points I would strongly disagree with that idea. First off as I think Michael or someone else mentioned that that choice was already made when they formed that relationship with the reseller.

If we were to offer that type of a choice, I don't know that the reseller model could survive it, because while there certainly could be (Mike)'s back yard registrar that's questionable, there are plenty of honorable and legitimate resellers that have other services not central to domain name registration that would see a lot of their customer base leave or given the option to leave.

And I think it - once again, that it would be revisiting a relationship that was established, and it would be asking to create - from their perspective create a new relationship that didn't previously exist.

Man: Yes. (That's true).

Michael O'Connor: You know, except I think you can make the same case the other way as well, which is the slamming point. You know, suddenly I'm getting slammed into a new entity that I didn't, you know, sign up to join.

(Mark): But the thing is you actually did sign up to join with that entity. I mean most people have no idea that they're dealing with a reseller, so in their minds, the reseller already is the registrar.

Michael O'Connor: Yes.

(Mark): For all intensive purposes, the reseller provides all the customer services. So, you know, for really all intensive purposes, the reseller almost is a registrar.

Man: Exactly.

Michael Collins: You might look at it as the reseller has just subcontracted some part of his operation to someone else, and - but not the customer.

Michael O'Connor: Yes. But suddenly, you know, on the one hand I've subcontracted to a fabulous infrastructure-rich entity, and now I'm changing that to...

(Mark): Yes, but that's the risk that buyer - that's the risk any buyer takes when any buyer buys any service, whether it's a domain, a car, a burger, anything.

Michael O'Connor: Yes, except that, you know, in the case of most of those things, I know who's actually making the car.

Paul Diaz: Okay, then we just need another example, but I totally agree with (Mark) here Mikey, and would also caution - I think if we as a group even attempt to try to insert the sort of disclosure requirement that you're suggesting, that's going way outside of our mandate right now. Issues like this are, you know, in - part of other ongoing discussions.

You know, it touches on issues that folks have with the current RAA whatever we want to call - updating the RAA process. And fundamentally, you know, what's been stated before -- that there are contractual agreements between the registrant and whomever they turn to, whether it was a reseller or a registrar.

Of course there are contractual requirements between registrars and there resellers, things that need to be done. I think if we move, you know, well beyond what current exists in terms of notification in existing transfer policy, we can apply those sort of requirements to a partial bulk transfer scenario. But if we try to extend it beyond and say, "And by the way you would have to divulge who the actual," you know, "registrar of record is," I just see that as so fraught with problems and just from a mandate point of view for this working group.

Michael O'Connor: I'd like to leave this, you know, and I understand that, and I don't want to make it a showstopper, but I'd like to leave it as one of the ones to puzzle about still. You know, this is a whole new thing that I am just encountering for the first time today, and I don't want to just totally punt on it quite yet, but I'm certainly willing to let the conversation continue.

James Bladel: Paul, this is James.

Paul Diaz: Go ahead, James.

James Bladel: One possible recommendation would be that we maybe take this conversation to a side group and just see if we can reach some sort of agreement.

Paul Diaz: Okay. I mean the other thought here also is that we, you know, we - as always, we'll have to identify when there was, you know, group consensus on a particular course of action. We noted - if there are alternative views and what not, we note those as well and perhaps something like this can be included in the report specifically as an alternate view, and we just, you know, create text, spell it out.

The only concern is that when we move it to side group is that, given schedules and everything else, not everybody can be there.

Man: Right.

Paul Diaz: And it might be (something) people are very interested in hearing. If they only get the sort of end result to what the working group - the side group does, you know, it's kind of difficult.

The last time you guys kind of split off to do the sketching out the process flow, I think that lent itself, because it was the end result that everybody wanted to understand. You guys (are) just (fact-gathering). I think if you're having a good discussion, we should either try and work it into the group, or those who hold this view, you know, start thinking about text that you'd want inserted in the draft, but we can address your concerns - those concerns. But we have the benefit of everybody hearing the full discussion, being able to contribute as that debate takes place.

(Mark): I think maybe we - this is (Mark). Should we take a vote to see if we should keep discussing this? I mean I agree with you Paul, that I think

it's pretty far outside the mandate of what our group is set to do.
Should we take a vote on whether to proceed on this?

Michael O'Connor: Well I'm happy to shut off discussion, you know.

Paul Diaz: Yes.

Michael O'Connor: (Unintelligible) that. I didn't, you know, I sort of feel like I fell through the ice here and sort of need to swim around in what I fell into.

Paul Diaz: And Mikey, I'm trying to definitely leave open the possibility of - if as you ponder this in the, you know, the coming week what not, but you think you really have a, you know, key point to make, by all means, please, you know, post (on list) some suggested text that could be included as an alternate view, and, you know, we can take it from there.

Michael O'Connor: Yes. And I think it may be easier if we can sketch out sort of the process of the various scenarios of partial bulk transfer. It may be easier than to see where to insert what into that to address this question that I've just sort of stumbled across.

Man: Okay.

Michael Collins: I might make one brief suggestion, (Mike). Do you - look at the notices that already go out when ICANN move, you know, forces a move because of a loss of accreditation for a registrar. And it might be that those notices aren't - are bland enough that they wouldn't be too offensive for the kind of use that we're talking about, and I think they're

already in use, and it might be easy to accept them. And it might fulfill your need - the need that you see.

Michael O'Connor: I think they're - the it's not so much the language of it. It's the breaking the model issue that James and (Mark) brought up. And that's really what I really need to ponder sort of the implications of all that. And, you know, in terms of the language, unless - I guess I'm less connected to that as I am just to the whole...

Michael Collins: I'll be real specific then. It does not give the registrant a chance to approve or disapprove the bulk transfer, but it does remind them that they're free to transfer to any registrar they choose, you know, after the bulk transfer is complete.

Michael O'Connor: Do they have to pay a fee if they do that?

Michael Collins: Correct.

Michael O'Connor: Yes, see I think that's the tricky bit.

((Crosstalk))

Michael O'Connor: But if I like the place I am and through no act of my own, I'm suddenly getting slammed into a new one, I kind of want to cogitate about whether I'd like to be able to take the choice of saying, "No, I didn't know about GoDaddy until this instance, but I like what I got and I'd just as soon stay put."

(Mark): But who's to say that what you like is - has anything to do with GoDaddy if you're being served by the reseller?

Michael O'Connor: Well the...

(Mark): And I think it's a different situation. Let's say if you were - if you have a domain name registered with GoDaddy, and GoDaddy were to basically do a partial bulk transfer to, I don't know, some other registrar...

Michael O'Connor: Yes.

(Mark): That would be a different situation then. I don't even know if that would be really allowed, because GoDaddy would have a contractual obligation to the registrants, and I don't think it could just transfer the domain away.

But I mean this isn't that situation. This is a transaction where the consumer went to a reseller not knowing there was a registrar behind it. It's being served by the reseller. The customer service is the reseller. Everything about the relationship is the reseller. The only thing that's not about the reseller really is some technical aspects of storing some of the information.

And so I don't know that you can really say that, you know, they're being robbed and that anything really is going to change, because, you know, if the customer service was excellent with the reseller, when the reseller (unintelligible) registrar, the customer service still probably will be excellent.

Michael O'Connor: Yes.

(Mark): If the customer service were poor with the registrar - with the reseller, they'd be unhappy with the reseller anyway, and it wouldn't matter that GoDaddy was behind them, behind them, because that consumer would never be able to reach GoDaddy.

Michael O'Connor: That, you know, it's not customer service that's on my mind. I hold a gaggle of really, really, really big value domain names like bar.com for example.

(Mark): Yes.

Michael O'Connor: And I've never transferred those names and ever even thought to transfer those names, because I don't want to incur the risk that somewhere in the transfer process they would gets lost.

And, you know, the risk I know is very low, blah, blah, blah, but I would never even think about putting these domains in play between registrar, because even if the risk is .001%, those domains are so valuable that if they got lost in the shuffle, I'd be in bad shape.

And that's really the place I'm coming from is, "Oh, it's sitting in one place. I don't want it to move. I don't care how good or bad the customer service is. They happen to be with Network Solutions and, you know, and Network Solutions has good years and bad years in terms of customer service, but I don't care. I don't want those moved."

(Mark): I guess my point is that in that situation your domain name is really with the reseller. Like technically GoDaddy may be providing the services behind that, but your domain name is with the reseller.

((Crosstalk))

(Mark): The reseller has the power to do most thing with that domain name, and so...

Michael O'Connor: But it's going to get transferred. And as soon as it transferred it's in play, and that's what I don't want to happen.

(Mark): But as part of a bulk transfer, I don't - I mean I don't see what the concern is there.

James Bladel: (Mike), this is James. When - here's the one problem I think with the scenario you described is that in this scenario, what you have - the deal that you currently have is no longer available to you, okay?

Michael O'Connor: And I think it's clarifying all of this, that's the sort of consumer facet of this discussion. And again, I don't want to hang us totally up on this point, but we've already consumed a lot of the call on it. But, you know, it - this is the sort of consumer rights protection safety side of things that. I really want to make sure we don't accidentally put a lot o very valuable domains in play. It, you know, admittedly at low risk, but Lordy, if we lost a few...

(Barbara Steele): But I think we have to remember too that this is an inter-registrar transfer. It's - the registrant information is not touched in any way that I'm aware.

Man: I'm on the phone. I've got...3

Man: Right.

Michael O'Connor: Yes. But again, you know, we've got all these security things that we're talking about -- "Oh, somebody hijacked a whole boatload (of them)."

Paul Diaz: Okay. Folks, I'm just looking at the clock and we are at the top of the hour. This has been one of the most productive calls we've had certainly in a while, and kind of sorry that we have to end it now.

I absolutely want to continue these discussions this week and would strongly encourage folks while the ideas are fresh in mind, to, you know, post those points to the list, keep the debate going through our mailing list. You know, a couple of things and I will work with Marika on the side. It would probably be useful for us to have posted to the Wiki that notice that is sent during a bulk transfer process so everybody can see the language that's there. Maybe we want to start, you know, thinking about tweaking (that work in).

Also, I think we might already have on the Wiki, but it not, I'll get it there, the FOA that is used. But, you know, folks can see what is - and I think I can encourage (those) folks to use this; not a requirement. But I think most registrars simply customer and post (in) a language that (we posted).

((Crosstalk))

Michael O'Connor: But, you know, you can kind of get your heads around what is communicated to registrants during a transfer.

But in next week's call, I think, you know, we need to continue discussing terms, maybe also look at potential fees if we can get clarification or confirmation on what (New Star)'s doing, and think a little further deeper about, you know, how if at all any of those things might apply so that we can more fully flesh out our - the Issue 3 session of our report. And, you know, we'll just keep everything moving.

Again, you know, thank you for everyone's time. It was a really, really good call. Obviously any ideas, thoughts, comments, et cetera, whether it's on the draft or things that were mentioned today, post them to the list or, you know, reach out to Marika and I, and we will have (ground) post another note. But we will be meeting this time next Tuesday and look forward to seeing - talking to you all again. Thank you all very much.

Man: (Okay).

(Barbara Steele): Thanks, Paul.

Olaf Nordling: Okay.

Man: Thanks, Paul.

Olaf Nordling: Thank you Paul. Bye.

(Barbara Steele): Bye.

Man: Bye.

Man: Take care.

END