

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

Note: The following is the output of transcribing from an audio recording of the Post Expiration Domain Name Recovery (PEDNR) drafting team teleconference on 08 December 2009 at 19:30 UTC. . Although the transcription is largely accurate, in some cases it is incomplete or inaccurate due to inaudible passages or transcription errors. It is posted as an aid to understanding the proceedings at the meeting, but should not be treated as an authoritative record. The audio is also available at:

<http://audio.icann.org/gnso/gnso-pednr-20091208.mp3>

On page:

<http://gnso.icann.org/calendar/index.html#dec>

Present:

Alan Greenberg – ALAC - Chair

Michele Neylon - RC

Cheryl Langdon-Orr - ALAC Chair

Paul Diaz – RC

Ron Wickersham – NCUC

Alaine Doolan – IPC

Mason Cole - RC

Mike O'Connor – CBUC

Berry Cobb - CBUC

Ted Suzuki – IPC

Jeff Eckhaus - RC

Dave Kissoonroyal – ALAC

Helen Laverty - Registries

Staff:

Marika Konings

Gisella Gruber-White

Absent apologies:

Karim Attoumani – GAC

Tatyana Khramtsova - RC

James Bladel - RC

William McKelligott

Coordinator: Thank you for holding. I'd like to inform all parties that the call is being recorded at this time. If you do not agree to that you may disconnect.

I'll now turn the call over to Ms. Gisella Gruber-White. Ma'am you may begin.

Gisella Gruber-White: Thank you very much. Good morning, good afternoon, good evening to everyone. On today's PEDNR call on Tuesday, the 8th of December we have Alan Greenberg, Michele Neylon, Cheryl Langdon-Orr, Mike O'Connor, Siva Muthusamy, Alaine Doolan, Dave Kissoondoyal, Mason Cole, Paul Diaz, Ron Wickersham, Berry Cobb, Jeffrey Eckhaus, Ted Suzuki, Helen Laverty. From staff we have Marika Konings and my self, Gisella Gruber-White. And we have apologies from James Bladel, Tatyana Khramtsova, and William McKelligott.

And if I could also please remind everyone to state their names, there are quite a few people on the call this evening for transcript purposes.

Thank you, over to you Alan.

Alan Greenberg: Thank you very much. I think today the main topic of discussion will be an update on what's happening with the Registrar survey from Marika.

And anything else that we have if we have any time left over.

Marika I will turn it over to you.

Marika Konings: Thank you Alan. So this is Marika. I took you already through the September results of the Registrar survey last - two weeks ago based on, you know, confirmed feedback from fall Registrars and, you know, additional information I had found through rep research.

And in the meantime I've received information from two additional Registrars. And I'm still waiting for confirmation on some of the information I found from three Registrars. So I still don't have the final results. I'm really hoping that by next week I'll have the final results. I've been chasing the different people on this conference to, you know, to try to get (their) information to me as soon as possible.

So what I've done is I've taken the presentation of two weeks ago and basically just updated the information for those issues where I've now confirmed information or where data has changed. And for some of the questions that weren't included in the previous update as I, you know, I only had feedback from four Registrars and didn't feel there was sufficient information, you know, and assessment on what the actual practice was so those are included here and now.

So my proposal would be just to run through and actually focus on the changes which are highlighted in red.

So should hopefully be easy to follow and, you know, anyone that wasn't there two weeks ago I'm happy as well if there are any specific questions on the other information to address those as well.

So is everyone happy...

((Crosstalk))

Alan Greenberg: Sounds fine with me Marika. It's Alan.

Marika Konings: Okay. So I'm looking at the background. Nothing has changed there. You know our main objective is to get my information on Registrar of practices.

So just looking at initial findings so I now have complete findings for six Registrars from the top ten and I'm still waiting for feedback for the remaining three. Just to clarify we're talking about the top ten but two of those are from the same (private) company and such and the practices are the same so actually what we're going to have is, you know, a top nine as such covered in this survey.

So on question 1, nothing has changed there. No new information that came up. I think most of this information already confirmed through the information

provided in registration agreements or other documents. And (no one told me) that it was incorrect what I found there.

So question 1(a), one addition here. One Registrar in the registration agreement indicated that they do not provide option for auto renewal but in the feedback received they indicated that many of their resellers do provide this feature. So just some additional information on that specific point so...

((Crosstalk))

Alan Greenberg: Marika that would imply...

Marika Konings: Yes.

Alan Greenberg: ...that we really don't have any way of identifying sort of what percentage of people do that since it's one removed and we have no direct information from that. Is that correct?

Marika Konings: I think that's correct.

Alan Greenberg: Okay.

Marika Konings: And so on question 2, or 1(b) when and how notices are sent, I noticed in the last meeting that two Registrars have in their registration agreement a clause or reference saying as a convenience to the Registrar (a notice) of binding commitment the Registrar may notify the (RAE) but it does seem that in practice that these Registrars do send notices to their customers.

So I think it's something to see as well in some of the other provisions as well and, you know, maybe down in my conclusion what sometimes seems to happen that certain provisions are I guess put into the registration agreement that is kind of, you know, general clause or, you know, in case of or that the practice actually turns out to be different from what the registration agreement

might imply. That's one of the areas that, you know, (Mike) might want to talk about.

Alan Greenberg: Marika any questions from anyone else? I don't see any hands.

To what extent do you feel comfortable talking about the (when)? You say some do provide detail calendars, others don't. Have you gotten any more feedback even when there's no formal statement as to when these notices are sent?

Marika Konings: Yes, I think that's the next question.

Alan Greenberg: Oh okay, sorry.

Marika Konings: And let me just check. Oh wait, did I take that one?

Yes, I do have and actually didn't include it here but it's in the spreadsheet. Many do provide exact information on - I think in the communication to me I wasn't always able to find it in the information. I wasn't able to finalize.

But some provide very detailed like as one thing, notices are sent 90 days, 60 days, 30 days, 15 days, 7 days and 1 day prior to expiration. And I would say up to 12 days we start sending notices.

Others start 75 days prior to expiration and approximately 20 days after. Here's another one that starts 45 days prior to expiration and (here as well) is sent on the 1st, 11th and 21st of the month following expiration.

So several of them have provided detailed information as to when at what point in time they're actually sending those notices.

Alan Greenberg: Okay.

Marika Konings: And (these are the one thing) that they start already 90 days prior to expiration so.

But I mean once this spreadsheet is completed and I've cleaned it up and taken out all the identifiers and mixed them up, I can share it with the group so everyone can see as well the more detailed information on these questions. And here I've just tried to, you know, pick out the highlights.

Alan Greenberg: Sure, I understand.

((Crosstalk))

Marika Konings: So but I'm moving onto 1(c). Based on the feedback received it turns out that the six Registrars confirmed that notices are also sent following expiration, and not only prior to expiration.

Alan Greenberg: But six is all you have confirmation from in total. So does that mean all so far?

Marika Konings: No, because there's still three that I'm waiting feedback on. So indeed all of those that have provided feedback have confirmed that they also send notices...

((Crosstalk))

Alan Greenberg: Because I thought I recalled that one of the four in the first one you shared with us said they do not provide notices afterwards.

((Crosstalk))

Marika Konings: Yes. No, actually you're correct. There's actually in the six, there's one that where I found that information in, you know, the registration agreement or all

the information provided on the Web site unless they confirmed to me, no, that information is wrong. You know this number will go down.

But the six is based on those that have confirmed and I think there might be as well one or two cases where I actually found that information as part of the registration agreement. But I haven't, you know, got a confirmation from the Registrar. But I'm assuming that that kind of information is hopefully accurate.

Alan Greenberg: Okay.

((Crosstalk))

Marika Konings: ...correct. And one Registrar doesn't confirm that they do not send notices following expiration but their user account (it does) contain in the letters.

So question 1(d), one change here and this is, you know, what I referred to before on one - in one of the registration agreements there was also the provision that (who is) records may change but following the feedback from the Registrar it actually seems that they do not make any actual substantial changes.

So they have the provision that they are able to do an (ad) but in practice they don't.

Alan Greenberg: Okay but that implies for those Registrars and I think that's most of them that redirect the Web site, redirect the domain name at some point to a Web site of their own, that implies that the who is is not reflecting who's actually managing that Web site. I mean I understand changing who is information it's a two edge sword but I want to make sure we're understanding probably.

So they are in some cases redirecting the Web site but the who is does not change in terms of who the owner is.

Marika Konings: I think that's correct.

Alan Greenberg: Okay.

Marika Konings: Yep.

Alan Greenberg: Michele.

Michele Neylon: (I don't think that's relevant). I mean if you're redirecting a Web site but it's a DNS change, I don't see (what) who is has got to do with this.

Alan Greenberg: I was just trying to make sure I understood because the issue has been raised in terms of, you know, I think it was raised originally by (Kristina) in terms of (UDRP) where the Web site indicates some potential infringing activity but the who is says X owns it.

And so I was just trying to make sure I understood what the situation was.

Michele Neylon: Right.

Alan Greenberg: Okay.

Marika Konings: So...

Alan Greenberg: Keep going, yeah.

Marika Konings: Okay. So continuing on, so and based on information three Registrars confirmed that they do not make any substantial changes to who is apart from changing the (main) servers.

Alan Greenberg: Okay.

Marika Konings: The question 1(e), just one change here that instead of four it's not five Registrars. Registrars have indicated that the (RAE) may recover the domain name at least for a certain period for a normal renewal fee.

Alan Greenberg: Can you stay there for a moment?

Marika Konings: Yes.

Alan Greenberg: Okay. Okay. Okay, sorry, I just hadn't read it completely.

Marika Konings: So one asked (once the name changed) then where does it point? And here again this is a sort of a very unusual provision that was included in one of the registration agreements which was talking about intercepting a communication request and monetizing such requests at its sole discretion.

And based on the feedback the fee - it seems that they just, you know, changed the DNS and then pointed to a (partition).

And again I think it's one of those provisions where maybe they, you know, try to cover anything that might possibly happen but, you know, from the feedback received I didn't see any clear indication that they're, you know, actively intercepting communication requests or doing stuff with that so...

Alan Greenberg: Well but doesn't the term communication request include Web requests?

Marika Konings: Yes. I mean if you look at it that way, but I couldn't imagine for the...

((Crosstalk))

Marika Konings: ...you know it might be confusion. Communication requests (for me) is like emails or...

((Crosstalk))

Alan Greenberg: Just I'd hate to think that monetize such requests is referring to emails.

Marika Konings: Yes.

Alan Greenberg: Jeff you have a comment?

Jeffrey Eckhaus: Yeah, actually Alan, that was exactly my point is I think that in a - you know, and remember that in a technical point of view a - you know your requesting a site. So it - I'm, you know, I'm not going to, you know, make that assumption.

But I am almost positive that a communication request is the request for the Web site. Is the Web request, not, you know, a phone call saying hey, we're going to up-sell you now on some sort of beauty product when you make a call to us or something else. I have a feeling it's a Web request.

Alan Greenberg: Well and the concept of monetizing a request which include emails moves from the sleazy to the illegal I think.

Jeffrey Eckhaus: Yes. Yeah, so that's why I have a feeling that that - it's probably an old school term that was in there and that's what the communication request is.

Alan Greenberg: I think actually it's a technical term but; and no other comments? Okay, Marika.

Marika Konings: Well moving onto 1(g) does the (page) say it has expired? And the feedback received is no. (Statements) from the five Registrars had indicated that the new page won't display information on the fact that the registration had expired or how it can be renewed or it might at the time of sale or auction of the (domain name) registration.

So 1(h) wasn't included in the previous version of the results. So what happens to emails following expiration? And basically I think all the feedback

received so far indicate that email will bounce and it's discarded. Although at some point I would like to see (on messaging) I think hosted with the Registrar (and they'll know) a record has changed. Then the Registrar might still receive his or her email.

Alan Greenberg: I'm wondering from any of the Registrars who are on this call to what extent if you are hosting the DNS, do you only change the E - the A record or do you change the entire DNS entry?

Anyone wants to volunteer that information?

Marika Konings: This is Marika.

Alan Greenberg: Yeah.

Marika Konings: I think I see the - in the feedback received that specific Registrar indicated that, you know, if the DNS is hosted with the Registrar (name) service, only the A record is changed so.

Alan Greenberg: Okay, so mail...

((Crosstalk))

Alan Greenberg: ...in that particular case things like mail will keep on resolving.

Marika Konings: Yes. And there was feedback from one Registrar...

((Crosstalk))

Alan Greenberg: Sorry, if there's an MX record, yeah.

Marika Konings: Yes. I don't know if that's the same for all the Registrars and I don't know if anyone would like to comment on that but.

Alan Greenberg: Okay. So it just does mean there may be mixed types of signs when this happens.

Marika Konings: Yes.

Alan Greenberg: Okay, let's keep going.

Marika Konings: We're onto 1(i). If the Registrar and email address is using the domain name it is factored in it's indications with (RAE). And so far all have confirmed that this is not factored in for those that are sending post-expiration notices.

Alan Greenberg: Have you been asking who the mails - who the messages - who the notices get sent to, which of the contact addresses? Has that come up in any of the discussions?

Marika Konings: Yes, many of them have provided that information. And, you know, most of them indicate that they send it to, you know, whole contacts they have on record so, you know...

Alan Greenberg: Okay.

Marika Konings: ...it's the Registrant, the billing contact, the technical contact. And many indicate that they, you know, approach several - you know, if they have more email addresses on file they will try to use that.

Alan Greenberg: Okay, thank you.

Marika Konings: On 1(j), are reminders sent from the same address as other communication? Some noted here as well a new case where a reseller is involved it might differ as it's up to the reseller to configure. It's again a new case where it's difficult to assess what might happen there.

And four Registrars confirmed that all communications come from the same address as all the other communications that they have with the Registrant.

And one Registrar noted that they use different (form) addresses to actually identify the type of communication intended for the Registrant. So it might be, you know, renewal@registrar.com or a, you know, new offer at I don't know so.

Alan Greenberg: One of the questions we didn't ask, it dawns on me now perhaps we should have, is the address that they're sent from, an address where a reply can be made to or the addresses where they say do not reply, you know, mail replies are not handled.

Not sure we can do anything about it now but it's interesting. We should've thought of that.

Jeffrey Eckhaus: Alan can I jump in?

((Crosstalk))

Alan Greenberg: Sure.

Jeffrey Eckhaus: It's Jeff Eckhaus.

Alan Greenberg: Yeah.

Jeffrey Eckhaus: So I just want to - to your question, if I'm sending an email, sorry, this is for a renewal email. You're asking if the email address has a do not reply email address. Is that what you're asking? I'm just trying...

Alan Greenberg: Yeah.

Jeffrey Eckhaus: ...to clarify.

Alan Greenberg: Yeah.

Jeffrey Eckhaus: So I'm not - you know just in the sense, I just - as a regular, I'm just going to comment overall on a business practice that if it did have that that I would assume that somebody would put in contact information. Because the - it would kind of be not too useful just the general business to send out a renewal notice and then or some sort of update and then have no contact - way to contact back to the Registrar or to the person to actually affect that renewal. That's just a comment on general business practices.

Alan Greenberg: I can't argue with that. But one quite often sees and, you know, I'm not - can't talk about these particular ones, one often sees things where there's a, you know, a place to click to go to a Web site and you cannot actually respond to that email.

So whether...

((Crosstalk))

Jeffrey Eckhaus: But there's one or the other.

((Crosstalk))

Alan Greenberg: ...it could in a particular situation or not, I don't know. Yeah.

Jeffrey Eckhaus: But there's one or the other. There's - it wouldn't be almost like a notice without any sort of action items on it. I just - that's a general business comment. I'd just like to...

((Crosstalk))

Alan Greenberg: Yeah. I wish all businesses followed that scrupulously.

I just had one the other day where you could not reply and the - at the URL in the email didn't work, but not a Registrar.

Man: (Bad QA).

Alan Greenberg: Someone was actually going to sell me something actually. Indeed, yes.

Marika go ahead.

Marika Konings: So moving onto 1(k), at what point is the domain name registration made available to others following expiration? And here I've just changed some to several specify that again it's a case where according to their registration agreement in theory the Registrar could renew or transfer the registration to the Registrar immediately upon expiration.

But several indicate that in fact that this only happens at the end of the auto renew grace period that's offered to the Registrants.

Alan Greenberg: Okay.

Marika Konings: Then 1(l), going to - when a reseller is involved, how does the (RAE) determine if it - that he or she is dealing with a reseller. Most indicate that reseller information shows up in the who is database and that normally the reseller serves as the first point of contact of the (RAE).

And one Registrar noted as well that absent of the (ICANN) (unintelligible) on the Web site should be an indication and as well I think one Registrar or two even indicated that they also provide reseller information retrieval too on their own Web site.

So another sub-question of this question is how does the (RAE) identify the affiliated Registrar? And again most noted here that this information is also available through (who is logo).

Another sub-question related to this is, may the (RAE) work with the Registrar to recover the name following expiration? And most noted here that the Registrars at the first point of contact have indicated escalation such as unresponsiveness of the reseller, the Registrar will assess - will assist the (RAE) in recovering his (unintelligible).

Alan Greenberg: Okay.

Marika Konings: And 1(m), what options are available for contacting the reseller or Registrar? And most noted here that all communication means that they have available prior to expiration such as the Web, email, telephone, and some even noted that people can as well come to the physical offices and to do their business there are also available after expiration. I don't think anyone noted that there's anything different available to someone post expiration that's not available at prior to expiration.

Alan Greenberg: Marika have you been able to identify for each of your - in each of your ten cases whether they all use all three modes or are they - or did you just sort group them all together and they say it's the same?

In other words Marika, have you verified that for instance telephone contact is available in all cases?

Marika Konings: I'm just quickly looking through this and I think at least four or five specifically specify that phone support is available.

Four - three are still waiting for feedback and some just say communication options remain the same as pre-expiration.

Alan Greenberg: Okay.

Marika Konings: I think that's for two. But I see that quickly so some though do specify that telephone support is available.

Alan Greenberg: Okay.

Marika Konings: So and 1(m), when does name enter (RGP)? Nothing has changed here. I think in most cases and also those that provide feedback confirm that this only happens if the registration has not been renewed by the (RAE) or transferred to a third party.

Here no change either. Duration of the auto renewal grace period offered to Registrants ranging from zero to 30, 35, 40, 42 days.

Alan Greenberg: Okay.

Marika Konings: And question 2, what (other special) instructions are given to not to renew registration? And no change here either, still most Registrars follow the same procedure as for no notice given.

Alan Greenberg: Marika could you go back to the previous one, the one on the number of days grace - number of days period?

Marika Konings: Yeah.

Alan Greenberg: My recollection is the contract - the agreement, the contracts often said could be as little as zero. But only - but not many Registrars said that is the practice. Is that correct? So only one said zero...

((Crosstalk))

Marika Konings: Yes...

((Crosstalk))

Alan Greenberg: ...and the others said numbers ranging from 30 to 42.

Marika Konings: Yes, that's correct.

Alan Greenberg: Okay.

Marika Konings: And for the one that where it is zero it's, you know, (probably specific) (unintelligible) as well because there the automatic setting is auto renewal and, you know, you really have to go through, you know, a bit of hassle to undo that option.

Alan Greenberg: Okay.

Marika Konings: And then move straight into (RGP).

Alan Greenberg: Okay. Ron?

Ron Wickersham: Hello?

Alan Greenberg: Yes, Ron go ahead.

((Crosstalk))

Ron Wickersham: Yes. Ron Wickersham. Yeah, but this is auto renewal period provided by the Registrar but isn't that the Registry in this case that we're talking about? The Registrar's auto renewal, is that confusing thing where they may have a credit card on hold or on file and try to auto renew by the credit card.

So we've got the auto, you know, auto renewal meaning two things.

Alan Greenberg: Yes, I think my understanding is in this case, Marika can correct me, that auto renewal means the auto renewal between the Registrar and Registrant.

Ron Wickersham: Correct.

Alan Greenberg: Not the auto renewal grace period with the Registry. Marika is that the correct interpretation?

Marika Konings: Yes, that's correct.

Alan Greenberg: Yeah. So yeah, yes it is that there is either money or credit card deposit with the Registrar or some sort of terms which allow the Registrar to presumably they will be paid.

Ron Wickersham: Well then I'm confused. How you would have 30 days auto renew - I mean what is 30 days auto renewal if it's auto renewed immediately by the credit card?

Alan Greenberg: I think...

Ron Wickersham: Or is this prior to expiration? It's not, isn't it? This is after expiration.

So it doesn't...

((Crosstalk))

Alan Greenberg: I think he's right. I think we're combining two things in this one slide.

Marika Konings: Yeah. And most Registrars prefer (this) as well and Registrar provided auto renew grace period, or they have different names for it.

But you're right. You have auto renewal which takes place prior to expiration and you have as well or a new grace period. It's through the auto renewal grace period probably a more appropriate term.

But I think...

((Crosstalk))

Alan Greenberg: Well the auto renewal grace period is a Registrar, Registry defined term. So we should probably use something else.

The second bullet really is talking about the grace period or the period of - when a name can be recovered even though it has technically expired.

So it's the renewal grace period between the Registrar/Registrant period which officially has no name right now. Is that correct?

Marika Konings: That's correct.

Alan Greenberg: Yeah.

Marika Konings: And different names are used by Registrars for - some - I'm just looking here. Some call it renewal grace period. I think it's - some call it the reactivation period, grace period, auto renewal grace period.

So it's a bit of a mix. But indeed I agree it's a confusing term...

((Crosstalk))

Alan Greenberg: And the auto renewal should always happen prior to the actual expiration unless there's a credit card problem which gets it delayed a bit, the true auto renewal where the money is on deposit in one form or another.

Marika Konings: The way to clarify it has been to take out the auto and just call it the renewal grace period between Registrar and Registrants.

Alan Greenberg: Yeah, but the - okay, got it. Okay, the zero came in with auto renewal to explain why they did zero but it wasn't really in reference to the screen I guess. Is that - I think I now know why we got confused.

Marika Konings: Okay.

Alan Greenberg: But we do need to be careful about terms like auto renew which has two different meanings depending on which two parties you're talking about.

Marika Konings: Yes, absolutely.

Alan Greenberg: Okay. I have this philosophy that in ICANN you must have at least two different definitions of the same word just to keep everyone on their toes.

Marika Konings: So moving on then to question 2(a) how is requests for deletion prior to expiration dealt with? (There were) four, now five Registrars indicated that registration is immediately deleted upon request.

Alan Greenberg: So we had a question at one point of can or does the Registrar allow someone to opt out of the transfer resell, you know, auction process at the end of a registration. It sounds like according to this if I were to request that the Registrar delete my name a week before the end of the period that implicitly would opt out of the auction process and go directly to delete.

Am I reading that properly?

Marika Konings: I think that's correct. That's at least how I understood the feedback received. There's only one Registrar that actually indicates that it will go through the normal...

Alan Greenberg: Expire process.

Marika Konings: Expire, yeah, expire process.

Alan Greenberg: Okay, that's interesting.

Marika Konings: And question 3, I just added a point a here, you know, it was just noted that sometimes the language in registration agreement actually doesn't seem to match the actual practice. And which can be confusing and, you know, might lead people to draw some conclusions that actually don't turn out to be correct based on, you know, the practice used by a Registrar.

Alan Greenberg: Presumably in all cases where you found that the agreement is more onerous than the actual practice.

Marika Konings: Yes, correct. But as well like sometimes it's basically providing all kinds of - the Registrar may do this which might lead you to draw a conclusion that they are doing that which then turns out indeed it's not...

((Crosstalk))

Alan Greenberg: Okay.

Marika Konings: ...the actual practice.

And so question 4, if a Registrar makes changes to the who is, does it depend on the Registry's charging or not? And all respondents so far indicated that it does not have any impact on that.

Question 5, is it all right for the (RAE) to remove the domain name from auction or sale? And three cases specified that the (RAE) can remove the domain name from the auction or sale if they just renewed a registration.

And one Registrar confirmed that if the (RAE) has notified Registrar that he or she does not want to proceed with a response to a third party the domain name will be deleted.

And I'm still waiting for feedback from the other Registrars.

Alan Greenberg: Okay.

Marika Konings: And question 6 of how many Registrants have actually use their right to recover a domain from a sale or auction? All of those that have provided feedback have indicated that there's no data available for Registrars...

((Crosstalk))

Marika Konings: ...that have responded to but have to make use of that (slide).

Man: Once the domain name reaches the sale auction stage, does it - what does it cost the Registrant to stop the auction? Can he renew at the usual price or the - a slightly increased price or does he end up paying what the Registrar demands from the Registrant?

Marika Konings: We didn't specifically ask that question. There is some information in the survey on, you know, whether the cost of recovery after expiration but before (RGP) is different than normal auto renewal, and if so, you know, is it based on something.

And I think most of the feedback there is that in some cases and most of the time there's a certain period where the normal renewal fee applies.

But I think if I recall correctly and then this is something I would need to make (unintelligible) in most cases once we move beyond that certain point in most cases a specific recovery fee is charged which I don't know whether that's a set amount or it depends, you know, where the domain name is in the

process. And so I don't know if any of the Registrars want to comment on that.

But that's maybe one of the questions that if there are people feel that will help them form a discussion that, you know, we might want to go back and try to find some sort of (unintelligible).

Alan Greenberg: Any Registrars have any comments on that? It appears not, okay.

Man: I think it's quite possible that a Registrar, that once it reaches the auction stage could tell the Registrant that the domain will (touch) the (\$2,000) in the (next) auction. So if you want to renew now well you pay \$25,000 or something.

Alan Greenberg: It certainly could. The question is is it happening and to what extent do we want to regulate it if it is.

Man: Okay.

Alan Greenberg: There's nothing in the contract that in most of the Registrant agreement that preclude that happening. But that doesn't necessarily say it is happening.

Man: Okay.

Marika Konings: This is Marika. Just quickly looking at the feedback received so far. Most have indicated, you know, that they can renew it. That might be applicable to the normal renewal and redemption fees.

From the feedback I've received so far no one seems to indicate that the (RAE) recover a domain name by matching, you know, whatever price was offered at an auction.

But again I don't have all the information here. But this is just based on information I've received so far.

Alan Greenberg: There's been a discussion going on on Chat which I wasn't paying attention to between Siva and Helen.

Helen, do you have any comments you want to make specifically?

I haven't read all of the comments. Siva will float on.

Helen Laverty: Oh, not really. I was just clarifying...

Alan Greenberg: Okay.

Helen Laverty: ...when the Registrar auto renews a domain without making a fuss about expiring. I think all Registrars do need to make a fuss about expiring because it's not the Registrar that auto renews. It's the Registry and the Registry is fined because they get the money off the Registrar.

So the Registrar has to do something, you know, they lose the funds.

Alan Greenberg: Any other comments at this point?

Marika back to you and I think - oh one second, Michele, the second one, second Michele.

Michele Neylon: I'm sorry. My Internet connection is being very flakey this evening. I'm not sure (unintelligible) or my DSL line.

No, I think there's been a bit of confusion for - sorry, I can't fully pronounce his name, with regards to this entire auto renewal and everything else. I mean what Helen was trying to explain is that there's, you know, there's two sides to it.

If the Registrant has a credit card or other payment method associated with their Registrar account, then any auto renewal is a full renewal, a normal renewal and there's no discussion or debate or problem with this.

What Helen is talking about is where the Registry automatically renews the domain, charges the Registrar and the Registrar has to either - has to tell the Registry delete the domain if they want to get that money back because that's the point. They still haven't been paid by the Registrant.

I think that might have been causing some confusion for somebody.

Alan Greenberg: Yeah, as I think we've talked about earlier, we certainly going to have to be careful in any documents we do about the term auto renew. And differentiate between the one - the auto renew which may happen under contract between a Registrant/Registrar and the one which happens automatically with some Registries and because they are two different transactions with different sets of rules on them.

Michele Neylon: I mean just a point of clarification. And say for example with (W). I think what some Registrars have to do is that they actually send two commands at the time of registration. I mean one command is to register the domain. The other command is to delete the domain.

So actually at the time of registration you're actually registering - creating the domain and then sending a command to remove the domain a year later. If you don't do that you'll get billed for the domain automatically.

So obviously then if the Registrant renews the domain, you then, you know, cancel your deletion command (because) ultimately from the Registrar's side we have to keep funds with all the Registries because they're all prepaid.

So if I had a Registrant who registered because I don't know they were bored, they registered a couple thousand domain names, and I accidentally renewed those couple of thousand domain names without receiving payment and then they decided they didn't want them, I'd be out-of-pocket for a couple thousand times the registration fees.

Alan Greenberg: If you didn't cancel them.

Michele Neylon: Well yeah.

Alan Greenberg: You may be out-of-pocket in the interim 45 days if indeed you have deposited funds as opposed to a letter of credit but yes.

Michele Neylon: Yeah...

((Crosstalk))

Alan Greenberg: The money is owed. Whether it's moved or not depends on the individual agreement.

((Crosstalk))

Man: Actually that's not exactly right.

Alan Greenberg: Say that again.

Michele Neylon: Okay.

Man: That's not exactly right now Alan in that with the anti-pasting measures put in place everything down 10% of a Registrar's net (ads) will now be billed both the registration fee as well as the transaction fee so.

Alan Greenberg: But that's net (ads). That doesn't count for renewals I don't believe. That's not - the auto renewals...

((Crosstalk))

Alan Greenberg: ...don't fall in that category.

Man: It's deletes. In other words your deletes beyond the 10% of net (ads). So, you know, basically if you registered 100 names in a month, and you deleted 50 of them, right, you know, your 10% threshold becomes 5, your net (ads). That 5 is applied against the 50 deletes you have. So 45 deletes you would - the Registrar would be on the hook paying the full Registry and transaction fee for.

Alan Greenberg: Certainly if you're winding down your business that may come and hit you.

Man: Yeah. But it is a hit because reaching the 10% threshold and the relatively low volume, (TLDs), you can reach those numbers quickly where you are paying the full fee.

So you will take a hit fairly quickly to use Michele's example.

Alan Greenberg: Okay. It's a subject for a different conversation than this one but...

Man: Sure, just want to make sure that...

((Crosstalk))

Alan Greenberg: ...if indeed the anti-pasting rules are hitting you if you have an unusually large number of domains which are simply being phased out by the Registrant and you don't reuse them, then that's a byproduct which wasn't intended and perhaps needs to be looked at.

Man: Sure, and a unique case. Great, Alan. I just want to make...

((Crosstalk))

Alan Greenberg: Yeah.

Man: ...that these do - can kick in fairly quickly.

Alan Greenberg: Yeah.

Michele Neylon: The other thing as well is there's - I mean that's where (a crevice) and all that kind of thing might work for an American Registrar but it wouldn't - but for example with our bank trying to talk to an American Registrar - Registry it probably wouldn't work too well (unintelligible). I mean, you know, the American banks versus European banks, the conversations are quite tortuous.

Alan Greenberg: For reasons I won't relate to, I won't go into that.

Marika Konings: This is Marika. I just got have a question on the comment that Alan just made and I'm not 100% sure.

But doesn't the (unintelligible) specifically relate to the needs during (AGP)?

Man: Yes, Marika but not the (carriers far from a field). Once you start getting anywhere near that 10% metric and for every Registrar obviously it's a moving target, it's a different number.

But for smaller Registrar or again in those (TLDs) that have relatively low volumes, the - those extra costs can kick in fairly quickly.

Alan Greenberg: Yeah. But it should have nothing to do with the deletes associated with an expiring name that had been auto renewed and then deleted.

((Crosstalk))

Man: If the name was auto renewed and then you're telling the Registry even within the five days there's - the ICANN rule is looking at your total volume of deletes and it's agnostic about whether it's within the five days or something longer.

Does that make sense?

The key is for Registries that auto renew, any of the deletes that take place thereafter are going to account under the anti-pasting rule. I think again I don't...

Alan Greenberg: I think we need to take this offline.

Man: Right.

Alan Greenberg: And it doesn't sound like that was an intended product of this. And if it is perhaps it needs to be discussed (separately).

Jeffrey Eckhaus: Yeah Alan, it's Jeff. I got just...

((Crosstalk))

Alan Greenberg: Yeah.

Jeffrey Eckhaus: I just want to say that's the law I guess of unintended consequences.

Alan Greenberg: (Deletes).

Jeffrey Eckhaus: Yeah. You know deletes to the Registry a delete command is delete command. There's no differentiation.

So yeah, I - there's a lot of unintended consequences from pasting and the anti-pasting and this is probably one of them.

Alan Greenberg: But my recollection of the rule is deletes of a domain name during its (ad) grace period was what was specified. That may not have been in implementation.

But again off topic for this thing but of some not so minor interest to me if indeed it's happening so let's carry the discussion offline.

Any other questions before we go back to the questions?

Marika Konings: We're actually at the end of the presentation.

Alan Greenberg: Yes, I figured that out. Does - we find ourselves with significantly more time than I thought we were going to have.

Anyone want - have any particular comments about the survey itself before we perhaps change direction just a little bit?

Jeffrey Eckhaus: Yeah, it's Jeff Eckhaus. I had one question...

((Crosstalk))

Alan Greenberg: Yeah.

Jeffrey Eckhaus: ...Alan if you don't mind. What's the next step I guess with this survey? Are we - is it - maybe I missed something so I apologize. Are we going to go to a broader group or is - are we - how is this going to be folded into the next steps? If you could sort of or Marika sort of explain how the survey - what it's going to be used or synthesized in any way or is it just for informational purposes? If you could sort of help out with that.

Alan Greenberg: Well in fact that's what I was going to go to as the next question.

My understanding from Marika is or what Marika what you said at the beginning of it is once you have reasonably complete answers from all ten Registrars you will anonymize it to the extent practical and present us with a matrix similar to what we saw before (SOLE) that is with the four - what was then four columns and is now ten to try to get a feel for the details involved.

Is - did I - do I read that correctly?

Marika Konings: Yes, that's correct.

Alan Greenberg: Okay. And I think we then need to try to draw some conclusions. I mean does - you know the obvious conclusion that there's a lot of options. There's a lot of variation.

But I think we need to draw some conclusions on what general practices are and how much variation there is and to what extent can a Registrant be expected to understand this.

So I would think that would be the next step once we have the full details. And based on that I think we have a - the requirement is to go back to the original questions within the charter and try to do a level set of where do we believe we are based on what we have (that are) (unintelligible) that we did at the beginning of this whole process.

Ron you have a comment.

Ron Wickersham: Yes, this is back to one of the questions in the survey. But for contacting during the expired period, saying that it's the same as before doesn't really answer what that is.

So excuse me...

Woman: Oh sorry.

Ron Wickersham: Yeah, okay, sorry. So can we get - can we find out if people are able to use the telephone or email in addition to the Web because I believe in one case a few years ago when I tried to help someone the reseller in that case would not accept telephone or email.

So it was a very difficult issue since the person who had the domain name didn't know their password.

So establishing your credential during an expiration period can be difficult if those other services are not offered.

And is it within - should it be within our recommendations for any changes that those kind of expiration supports should be mandated?

Alan Greenberg: Marika do you want to address that?

Marika Konings: Yes. No...

((Crosstalk))

Alan Greenberg: You have your hand up.

Marika Konings: Yes. This is Marika. I just wanted to mention that for several Registrars they do provide more detailed information on how Registrants can contact them following expiration.

But some do note as well that it depends on the reseller. So the reseller, the information you're looking for indeed might come up in the response to the survey.

But I don't really know how we could get those because it would mean that we would have to approach resellers and ask them about how they do things.

And I guess it might go beyond the survey as it currently stands.

Alan Greenberg: Ron to answer the question you asked of is it within our purview to comment on this kind of thing, I think the answer is yes, because one of the questions in the charter is there adequate opportunity for a Registrant to renew a name after expiration.

And if you - if the only way you can get in is by typing a password which you don't have, that's sort of is not a really great opportunity.

So I think it's certainly within our purview. What we do with it is a different matter. But I can't see how it could be interpreted as outside of our purview.

Ron Wickersham: Okay thank you.

Alan Greenberg: Now that I've said that I'm sure someone will disagree I hope just to get some good conversation going. No, okay.

Okay, the question raised was - going back one, is what do we do next?

So I think - well I may have already said it now. I think once we have the details and an understanding of what the general concepts are, we need to go back and try to answer the questions within the charter and then come to a decision on what we do next. I mean we can pack up our bags and say we're finished. There's no problem.

Or we can decide that at least in some of the aspects we need to make some recommendations whether it's for best practices or policy change to ensure that if we perceive there are potential problems now that they be addressed.

I won't try to...

((Crosstalk))

Alan Greenberg: ...what the direction is. But I think that's the general direction we have to head in.

Siva Muthusamy: May I say something?

Alan Greenberg: Siva, yes, you can talk.

Siva Muthusamy: Yes. And so far we've gone by the data that was provided by the Registrars and by the (constituencies) like commercial and business (constituency) or Registrar (constituencies and so on).

Can we go and contact users who deal with resellers and who are possibly facing problems and get an assessment of - make an assessment of what kind of problems that they're facing from a user's perspective? That could be one of the next steps.

Alan Greenberg: Well we have been asking questions since we formed this working group. We've put out a number of calls to people saying if you can give us specifics on the kinds of problems that are being faced by Registrants then we would like to hear them. We haven't gotten many answers like that.

But certainly to the extent that we can people to give us some actual data and to the detail - you know with details if possible so we can try to track them down, the better we are in trying to address them.

One of the problems we faced is we're dealing with situations where we have moderately literal hard data on the problems that have been experienced by people.

So to the extent we can get them, yes certainly.

I noticed you had a number of comments on the Chat. Are there any other issues you want to bring up? And Michele will be next.

Siva Muthusamy: No, no, nothing at the moment.

Alan Greenberg: Okay Michele.

Michele Neylon: I'm just echoing what you're saying Alan. I mean, you know, there was public commentary. It's the public commentary - if it wasn't publicized enough it's not our fault. I mean ultimately, you know, there seems to be this wonderful oh there's a problem, there's a problem, but when people were asked to provide tangible examples of problems, there was very little forthcoming.

So, you know, unless people actually are willing to say right, this is the problem that I have. These are the specifics of the problem. I don't understand - I don't see how we can kind of second guess things. I mean we can invent problems but I don't think that's going to help anybody.

I mean the thing about talking about resellers again, we discussed this at length. I mean if ICANN, can at present under the current contracts, can state what Registrars can and cannot do and can enforce that, enforcing things that we don't even know about is impossible. I mean we need tangible examples of people having tangible issues that can be dealt with as opposed to, you know, it's supposedly a problem. But we need to know exactly what the problem is.

Alan Greenberg: Well that is certainly part of the issue. And I agree, we do need and, you know, there are a number of people including myself on this call who have said they have been involved in a number of cases.

And I think to the extent that we can, you know, factoring in privacy issues we need to try to document what the syndromes are of these kind of things.

And I think that's something we need to try to do on a much more active level. I'm not sure I know how to succeed.

The other issue is one that Mike Palage has raised a number of times of making sure that we're in a situation where the terms that are presented to Registrants are understandable and consistent where they need to be consistent and certainly put out with enough clarity that we can expect people to understand it.

And that we can talk about in the absence of hard, you know, nefarious actions on behalf of Registrars. So but then and that's a different issue. But I think one that we can still address even without the hard data.

But there are enough anecdotal statements of people saying that they are familiar with problems that I think we need to try to document them. It may still only be anecdotal evidence but it's - you know if we can get enough of them, then we have some idea of where we need to go.

At least that's my take on it. It's something we have been successful in doing and we need to if we're going to come out with some usable output out of this process.

Any other questions, comments?

Michele Neylon: I mean one thing we have discussed in the past Alan is with relation to - is relation to who is.

And I mean some stuff there that's, you know, the Registries are in a position to possibly affect some change but it was - but they seem to think it's a golden cow. They can't touch us.

And I mean the - I mean from my own personal perspective I don't have a problem with things being communicated clearly to people but there's only so much that the Registrars can do.

And the other thing as well is that it comes back again to this - the same topic we discussed at nauseam is, you know, there's only so much that the Registrars can do to assist the Registrants.

So I mean for example if people aren't accepting phone calls, if the reseller isn't accepting the phone call in a renewal period then why couldn't the Registrant go to the Registrar?

I'm sure most of the Registrars are going to take phone calls. I know we do. And I imagine there's - any of the other Registrars who are on this call do as well.

Alan Greenberg: I think a lot of it comes down to for a moderately novice user and certainly the ones that have been referred to me and I suspect to some of the other people these people are quite innocent and don't really know the (intricacies). It may not be trivial from their point of view to even find out who the reseller - who the Registrar is. It's not that it's not posted in clear sight. It just may not be obvious to someone going to a reseller Web site of who do you contact next if this person hasn't (been) responsive.

So I'm not sure what the answer to that is but I think that's part of the problem is a lot of this is a black box to the people who are using it, you know, especially if we're talking about people who are using it at a level of buying a Web site that comes with - you know comes packaged with a domain name.

So there's just an awful lot of mystery in it for many of the people involved in the process. And I think that's part of the answer. We may or may not be able to address that.

But I think that's part of the reason why there's, you know, people pull their hair out and don't know what to do.

I don't know if I've addressed what you - the issue you raised. It's certainly something that we need to try to understand because at the end of the day we need to decide whether we do nothing and the world is running as it should or what do we try to do to make it run better.

Any other thoughts on how we go forward other than someone's (GSN phone)?

Oh in the absence of any more discussion at this point I'm happy to call the meeting to a close a little bit early. I hope that next week we will be in a position to have some more substantive discussion on both the Registrar survey if it's completed and I'm optimal - optimistic that one of the other proposals I mentioned earlier we may actually have something by then.

Any other thoughts before we close today?

Silence, I take that as agreement.

Thank you for your contributions and we'll see you in a week.

Man: By Alan.

((Crosstalk))

Marika Konings: Thanks.

Coordinator: That concludes today's conference call. Thank you for your attendance.

You may disconnect at this time.

Man: Bye Alan. Bye.

END