

GNSO
Post-Expiration Domain Name Recovery (PEDNR) drafting team

Transcription

Tuesday, 10 May 2011 at 18:30 UTC

Note: The following is the output of transcribing from an audio recording of the PEDNR call on Tuesday, 10 May 2011 at 1830 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-20110510-en.mp3>

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Attendees:

Berry Cobb - Commercial and Business Users Constituency

Mason Cole - Registrar Stakeholder Group

Paul Diaz - Registrar Stakeholder Group

Alan Greenberg - ALAC Liaison to GNSO Council Chair

Cheryl Langdon-Orr - ccNSO Liaison APRALO

Sivasubramanian Muthusamy - ALAC IDN liaison

Michele Neylon - Registrar Stakeholder Group

Mike O'Connor - Commercial and Business Users Constituency

Ted Suzuki - Intellectual Property Constituency

Ron Wickersham - Non Commercial Users Constituency

ICANN staff:

Marika Könings

Kristina Nordström

Apologies:

Tatyana Khramtsova – Registrar Stakeholder Group

Olivier Crépin-Leblond

James Bladel - Registrar Stakeholder Group

Oliver Hope – Registrar Stakeholder Group

Karim MOHAMED ATTOUMANI - Government Advisory Committee

Coordinator: This conference is being recorded. If anyone has objections, you may disconnect at this time. Now you may begin. Thank you.

Woman: Thank you very much. Hello everyone and welcome to this PEDNAR today on the 10th of May. On the call we have (unintelligible), Michele Neylon, Mike O'Connor, Ted Suzuki, Berry Cobb, Alan Greenberg, Cheryl Langdon-Orr, Ron Wickersham, Paul Diaz and Mason Cole.

From staff we have Marika Konings and Kristina Nordstrom. And apologies from Olivier Crepin-LeBlond, James Bladel, Oliver Hope and (Karim Mohamed Attoumani). May I also please remind you to state your names before speaking for transcript purposes? Thank you and over to the Chair.

Alan Greenberg: Thank you very much. We have one outstanding item from last week that we had a comment on. That was on the registry comments - registry stakeholder group comment on the discussion of the auto renew grace period. It's Item Number 8 on our - on the list of comments. Oops, yeah, my screen just went blank.

Marika Konings: Yes. This is Marika. I'm just pulling up the memo that the sent.

Alan Greenberg: Okay. Now I'm not sure that the - that this item warrants the kind of lengthy description that they gave but I think we probably can clarify a bit. And it struck me as I was reading it that part of the problem is we have been using the term redemption irregularly to talk about redemption during the RGP and what is really a renewal during the post-expiration period.

And I think it was that word redemption that triggered their comment originally. I may be wrong on that. My inclination is to say aside from anything else we need to excuse the expression scrub the report and make sure that we're using the terms renewal and redemption consistently. And I say that acknowledging that the original request for issues report used the term indirectly.

Marika, is that a reasonable summary or do you have anything more you want to add to that or do you want...

Marika Konings: No...

Alan Greenberg: ...or do you want to disagree with me?

Marika Konings: No, I'm fine.

Alan Greenberg: All right. Any other comments on that? So I think we'll try to elaborate a little bit but I, you know, I don't think we're going to go as far as the six paragraphs that had or whatever the number was.

All right. Let me resize this so I can see it again. And what number are we at now? Where did we restart? Twenty-three I think...

Marika Konings: Yes, correct.

Alan Greenberg: ...where we restart. All right. Twenty-three is a comment by INTA and - second - okay. We're still on Recommendation Number 2, the eight days and the interrupt the DNS part. The recommendation fails to spell out the meaning of the original DNS resolution path raising the question at what point is the domain owner allowed to modify the DNS path? Paul.

Paul Diaz: Thanks Alan. It's Paul. Look, I'm going to be a stickler for this one. We -network solutions really dislikes the use of the term of domain owner. There are two different schools of thought both of which have legal case precedent behind them. Point being that the question of ownership of a domain is contested. As a result I think we can scoot, excuse me, skate past this particular thing by just saying, you know, thank you but we're going to move on.

I think your response - your note Alan was on target and, you know, maybe we can dress up our response with that but yeah. Like just saying in the chat licensee...

Woman: Licensee.

Paul Diaz: ...you have registration rights to a name but we see it as a service, not as a tangible good that is owned.

Alan Greenberg: Yeah, I - Paul, I don't think you're going to get anyone here disagreeing with you. I think we should point out that they have used the term

owner incorrectly and the appropriate term is something or something. I think registrant is used consistently in the RAA or registered name holder, I'm sorry.

And we can do some research and find out to what extent licensee is used. I don't actually think it's used within the ICANN world but I maybe wrong on that. So I think we need to correct their grammar as it were. But in terms of the intent of their question, I think my answer is essentially what we're looking for. But thank you for pointing that out. I did note that as I read it but I didn't actually put it in my response. Any other comments on 23?

Not hearing any, I think we can go ahead. Ooh 24 is a big one. This is ICANN staff. Marika, would you like to take us through this one?

Marika Konings: This is Marika.

((Crosstalk))

Alan Greenberg: I don't really want to read it.

Marika Konings: I think the main issue is here how Recommendation 1 can actually relate to the provisions that are currently in the UDRP in relation to the domain names that under - subject to UDRP dispute and that are being deleted or expired during the course of the dispute. So I think the question how those would interrelate.

Alan Greenberg: Okay. I note there's a typo in my response. It should be require not recall. Did we not address this sort of when we were talking about something similar last week and say we are not going to try to cover all

of the unusual cases in our wording? Those who actually write the RAA provisions need to factor this in and we need to put a warning about it. I think that's how we left the other similar comment last time.

Marika Konings: Yeah. This is Marika. I think that's in relation to comments in nine where someone referred as well to the URS and that there we've noted now working group agreed to make a note in the report in relation to the implementation of this recommendation to ensure that this issue is addressed in a manner considered most appropriate by those responsible for the implementation.

Alan Greenberg: Sounds a good toss over the wall to me.

Marika Konings: Okay.

Alan Greenberg: Twenty-five. We are now on Recommendation 3 which says the registered name holder at expiration cannot prevent - be prevented from renewing because Whois changes - because of Whois changes. We don't need to comment on those who support our recommendation.

Number 26. Yeah. Okay. My summary was that we didn't really see the need to change it to address the problem we're trying to address. Paul. Paul, maybe you're on mute?

Paul Diaz: Sorry, I was. Wrong button. Thank you. Maybe we're going the same direction here but I don't understand the posters thing says who in terms of the first half. Whois contact data after expiry must be the same as before according to whom? According to him?

Alan Greenberg: Yeah.

Paul Diaz: And why so everyone can see? I don't get what he's driving at.

Alan Greenberg: I think he's saying that in his opinion the Whois data should not change after expiration. That's the way I read it anyway.

Paul Diaz: Yeah. And then okay. I guess then going back to as you suggested, Number 18 the working group response would be appropriate here as well.

Alan Greenberg: Yeah. I mean it's one of these issues that we can get onto the, you know, the religious bandwagon of registrars should not be allowed to change Whois and other things. And the registration agreement should be deemed to be invalid.

But we didn't seem to see the need to do that to fix the problem that we are looking at. We finessed it with some - a lot - things that are going to be a lot easier to implement. And from my point of view, I'm happy with doing it that way. No other comments?

Then we move on, 27. Modify - this is from - and to modify this recommendation so that it is clear that the renewal is in the name of the registered name holder, not the registrar or the third party.

Can anyone provide any insight into this one because I thought the recommendation says that the renewal is by the registered name holder? And, you know, if the registered name holder at expiration wants to renew it in someone else's name, I guess it's their call but I wouldn't see the need to be more specific. Michele.

Michele Neylon: I would agree with you Alan. I honestly don't understand what their comment has to do with the recommendation. We're talking about I have a domain name, the domain expires, I should have the ability to renew the domain name. I honestly don't understand what the hell they're going on about.

Alan Greenberg: Well I think what their going on about is the, you know, is the practice of after expiration some registrars will effectively renew it in someone else's name and the registration agreement allows them to do it. And again, that's one of those issues that we're not addressing because we're finessing it a different way in my mind anyway. Marika.

Michele Neylon: That's the thing Alan. I mean we're talking about the original - the holder prior to expiry having the ability to renew the domain name.

Alan Greenberg: Right.

Michele Neylon: Nothing else. If what they're talking about is as far as I'm concerned out of scope.

Marika Konings: And this is Marika. Just something to confirm...

Alan Greenberg: Yeah. Go ahead.

Marika Konings: ...what Alan said. I think is this relates to the provision that currently exists where it basically says that, you know, a domain registration can be renewed either by the registered name holder or someone acting on behalf of the registered name holder.

And I think their - as I understood this comment, they're just trying to make clear that what we're saying by who's eligible to renew, renew really the registered name holder and that's someone acting on behalf of the registered name holder as currently exists in many contracts. I think that's at least how I interpreted this comment.

Alan Greenberg: Yeah. I - Marika, I wouldn't even put the current registration terms as acting on behalf of. The registration terms allow the registrar to renew in someone else's name but that's not an action of the registered name holder at expiration, which is what we're talking about.

I mean if I appoint my attorney to act on my behalf, they're acting on my behalf.

Marika Konings: Right.

Alan Greenberg: And they're indistinguishable from me. That's different from my giving tacit approval to someone else to do something.

Marika Konings: Right.

Alan Greenberg: So I - okay. I'm happy with, you know, putting what I said into perhaps politer language but I think that - I think we've addressed the issue sufficiently that we don't need to take further - make further change in this.

All right. Twenty-eight. Removed post expiration from the rationale as it could also concern changes just prior to expiration. This is - and my answer was I don't think we mentioned post-expiration in the recommendation. So I think...

((Crosstalk))

Alan Greenberg: ...it's a fine suggestion but I think we've already honored it.

Marika Konings: No. It's talking about the rationale. So basically...

Alan Greenberg: Okay.

Marika Konings: ...and so indeed we don't talk about it in the recommendation but then we mention it in the rationale. So our suggestion was to take it out from there to be really clear of what we're talking about and not confuse things.

Alan Greenberg: Yeah. I don't have it in front of me but I think I agree. Paul.

Paul Diaz: Thanks Alan. I'm not sure when you said I think I agree. My concern with Number 28 is if somebody - if a registrar were to make changes prior to expiration, even just prior to expiration, then they would have hijacked the name and that doesn't happen. So I'm not quite sure where staff's coming from when you talk about prior to expiration. Everything in this working group is post-expiration. Right?

Woman: Yeah.

Alan Greenberg: Let me try to remember what we're talking about. Marika, do you have the - do you have the - I don't have the report itself in front of me right now. Can you read off what we said in the rationale? Is it something you can get to?

Marika Konings: I would need to pull that up. Yeah, but I need a couple of seconds.

Alan Greenberg: Okay. Well I would be more than a couple of seconds so.

Marika Konings. Two, three - so we're saying - in the rationale saying currently a post-expiration change to Whois made depending on the specifics of a registrar system prohibit the (RNAE) from renewing the registered name. Basically saying like currently a change to Whois depending on the specific or the (registrar system) may prohibit the (RNAE) from renewing their registered name. It's just in the rationale to align it with the recommendation; that's the only thing.

Alan Greenberg: Yeah. I agree with Paul that we haven't heard a lot of instances of hijacking, you know, there are some but, you know, it's not one of the major driving factors. But I don't think removing post-expiration alters anything substantive. Is there any objection to removing post-expiration? I don't believe it has any implications other than to make the statement a little bit more general. Hearing no disagreement, I still - Paul has a comment.

((Crosstalk))

Alan Greenberg: Marika.

Marika Konings: If I could just make response...

Alan Greenberg: Yeah.

Marika Konings: ...I think this probably tries to address as well the discussion we had where you could potentially see a situation where now changes are

made just after expiration that, you know, contacts would just make those changes just prior to expiration. So I think we discussed that and I think we covered it in our recommendation but I think we're just saying that, you know, that not confuse things in the rationale and take out the post-expiration mentioned here.

Alan Greenberg: Yeah. I don't see any harm in doing it and, you know, maybe there's some good at least in staff's mind - maybe there's some other good but I don't see any harm or impact in making it more general. Paul, if you want to pursue it, maybe we can do that offline and go ahead now?

Paul Diaz: Sure Alan, okay.

Alan Greenberg: Okay. Twenty-nine. Again ICANN staff. Be more specific about when their RNH at expiration is entitled to renew as otherwise the recommendation could read as meaning should always be able to renew.

Marika Konings: Yeah. This is Marika. Maybe to sort of clarify. I think it needs of course to be clear that this is linked to what is it Recommendation 1 or Recommendation 2 where we talk about the specific time period during which the (RNA) - (RNHE) can actually renew.

So otherwise if you just read this recommendation on itself, you basically, you know, some people could imply it means that you can always renew, you know, regardless of Whois changes or just it's more that concept that it's clear that this is linked to the other recommendations that are part of the same package. And there's not a standalone recommendation that implies that, you know, there's no conditions for renewal or when that can take place.

Alan Greenberg: Yeah. I guess I don't really see their point because the recommendation is stated in the negative way of what can prevent or cannot prevent a renewal. Renewal is not allowed for other reasons and therefore it's not an issue of whether you can prevent it or not.

I'm inclined not to want to do it largely because I'm not sure how we're going - how we would state, you know, the period that someone is allowed to renew given the relative complexity. Paul is typing something - maybe you want to just say it and it'll be quicker.

Paul Diaz: I agree with you Alan. I just don't know how we would state that and therefore I'm inclined to agree with you. Let's just leave it the way it is.

Marika Konings: I think possibly this is already addressed by the notion that I think we agreed as well that everything should be seen as a package.

Paul Diaz: Yeah.

Marika Konings: So I guess in that sense it's clear as well that all these recommendations link together and they shouldn't be seen as standalone items.

Alan Greenberg: Yeah. Marika, if someone on staff feels that we really should address it, can they propose wording?

Marika Konings: Okay.

Alan Greenberg: Because it's one of the ugly ones that I'm not sure that I want to try to put here because I'm sure that it's going to be hard to craft.

Thirty. We are now on Recommendation 4 that is that the RPG should be offered for all on sponsored gTLDs. IPC says they agree with the recommendation; believe it should be revised to recommend a standardized RPG implementation across all gTLDs.

This is driven by the statement somewhere in the report, I don't remember where, saying the details of RGP vary from registrar - registry to registry. And I don't think we even looked into that in any depth. And my question is does it really vary from registry to registry? And if so is the difference substantive enough that we need to standardize? No answers.

Up until now the RGP has been a service offered by registries, which means the registry proposes the details. I think we need to get staff perhaps to do a little bit of work and see if indeed there are differences in the implementation because I do agree to some extent with the 30 in that if we - if the RGP is now going to be a service mandated by ICANN, we have to - ICANN needs to specify what the details are.

And if indeed there are variations between registries right now, I think we have to mention that; either allow it or a phase in period. If there are no differences, then it's a moot point and we'll be able to, you know, presumably ICANN will specify what is the standard RGP implementation as the required one. Marika, did you catch that incoherent statement?

Marika Konings: Yes. This is Marika. I'll check with the responsible staff.

Alan Greenberg: Yeah. My recollection from looking at the words in a couple of the registry agreements is that there is no substantive difference between them but there may well be some.

All right. Thirty-one, registry. They're correct on that one. We talk about un-sponsored gTLDs, which would not cover all the new gTLDs. So we need to reword it to accept those that are sponsored as opposed to say it applies to un-sponsored. Anyone want to pursue that one farther or do you agree with the analysis? That's one I put in as a good catch.

Thirty-two, no response needed. Thirty-three. Is that essentially the same as 30? I didn't catch that when I was reading it but I think the top of the comment is essentially the same as 30 and I think we agreed on that.

And on the part about why not for sponsored gTLDs, I believe the rationale I gave there was our thinking at the time. I'm not sure there's any further thought on it. Any comments? That specifically we haven't heard of any problems and we were told it didn't really fit their business models but I don't think anyone looked into it from our point of view. No comments.

Thirty-four, we skip. Thirty-five. We may finish early today. Name should apply - this is on which recommendation? This is the registrar. (Unintelligible) recommendations - anyone have anything further to add on my answer?

Man: Sorry, which one are we on, Alan?

Alan Greenberg: Is it too candid?

Man: I'm sorry, which one are we on?

Alan Greenberg: We're on 35.

Man: Okay.

Alan Greenberg: This one is saying that they should not - I'm not even sure what it's saying. Marika, do you have any words of wisdom while I'm trying to read it again? Yeah. I think he's restating what he said earlier on that if there's not auto renew grace period that most of it or 40 of the 45 days have to be honored - offered to the registrant.

And I don't - I think we decided early on that that's not something that we're likely to address. That auto renew new grace period is purely a registry, registrar grace period. Perhaps someone can come up with more politically correct wording than my answer. Marika, I think that's why we have staff people, right?

Marika Konings: Yes, possibly.

Alan Greenberg: So the rash comments made by us mortals are not passed on. No other comments? I hear no rush to get to the microphone. Number 36 - (into) this feature would benefit the domain holder if the domain holder is not required to pay the RGP fee in addition to the PEDNAR fee. Does anyone understand the question?

Marika Konings: This is Marika. I didn't rewrite it but I would assume that they think there's an RGPC fee on top of that there is a renewal fee. That's what I thought the PEDNAR fee might need.

Alan Greenberg: Yeah. I'm assuming the PEDNAR fee implies the renewal fee after expiration. And once it's deleted, that no longer applies. Michele.

Michele Neylon: I'm not 100% sure what they're saying. But I assume - okay. This is just working on my own assumptions and please bear in mind the fact that I am quite tired so my thoughts aren't probably not that coherent.

It is - you would have an RGP fee of some sort, which is basically whatever is charged to the - by the registry to the registrar but the registrar is going to mark it up because of the level of manual intervention involved. And then there's your standard renewal fee on top of that because removing from RGP doesn't - it just removes it from RGP. It doesn't actually cover renewal fee.

But you could in theory, which I've seen it happen in practice, have a domain name go into RGP, request the domain be removed from RGP. If as the registrar you failed to provide the RGP reports in a timely fashion for the registry, the registry could then put the domain back into RGP again. And then you still have to pay another RGP fee to get it back out again on the domain - and then it would be renewed eventually if I make sense.

Alan Greenberg: Okay. So that sounds like an edge case that we don't need to cover. But as you were talking, I realized that when you redeem something from the RGP, does that imply a one-year extension at that point? Or is there a one-year - or do you have to pay at least one more year registration fee? I've never really thought about that.

Michele Neylon: The registrant or the registrar?

Alan Greenberg: Well either. But the registrar obviously has to pay for the next - for the other year. From the registrant's point of view or I'm sorry- the registry needs to be paid for it. Does the RGP fee include the one-year extension or not? I don't know. I've never actually had that discussion with anyone. I don't remember reading it.

Michele Neylon: I'm not going to actually answer that for the simple reason that I'm not 100% sure and as I said to you already, I'm very, very tired, so.

Alan Greenberg: Yeah. Paul...

Michele Neylon: Paul's gone.

Alan Greenberg: Is Paul gone already or is he still here? Okay.

Michele Neylon: He's gone. He only - well Mason's on the call. He might know.

Mason Cole: I don't actually.

Michele Neylon: Yeah. I...

Alan Greenberg: Okay. I think we need to get our facts straight before we answer this one. If the PEDNAR fee is really - he means the renewal for another year, that may well apply. But I've not - I've never heard that - I've never heard raised as an issue.

Michele Neylon: Alan. Alan.

Alan Greenberg: Yeah.

Michele Neylon: This one - what some registrars may do would be to split the charges and I'll explain what I mean. If for example, let's say hypothetically - this is hypothetical, that as a registrar I am charging let's use round number, say \$10 for a .com renewal. Right. And I am charging an RGP fee of - to the registrant of let's just say for argument sake \$100.

Alan Greenberg: A hundred, yeah.

Michele Neylon: Just for argument sake. Now I might split it. I mean there's no reason why I wouldn't. Just in terms of my own billing system it might be easier for me to levy the RGP fee in one column and the renewal in another. I mean the upshot of it would be that you'd end up with, you know, two fees being levied. But ultimately it's just an accounting thing more than anything else at least in my personal experience and thoughts at this time. (Unintelligible).

Alan Greenberg: Yeah. It's a - Michele it's a little bit more than an accounting thing because the RGP redemption fee has to be - is something you must publicize on your Web site. So the question is if you say \$100, does the registrant pay \$100 including the 10 for the next year or 100 plus 10? And I think it's a fact - that's simply a matter of fact that we need to verify.

Michele Neylon: I'm not going to get into an argument about that.

Alan Greenberg: No, no. It's not an argument. I'm just saying I don't know which it is...

Michele Neylon: Okay.

Alan Greenberg: ...so I think we need to verify that. The registry may treat a redemption as including the one-year renewal. I don't know. I doubt it but maybe. Okay. That's a good point. I think we need to check to make sure what the actual implementation is before we answer this one. Marika, you can put that on a to do list.

Marika Konings: Yeah. And if I can just one - and if you look at the EDDP, it actually says that any fee charged for the recovery of a domain name during the redemption grace period actually doesn't say recovery and renewal. So I guess I've come to - you know, if you look at the language, the redemption rate - the fee is for recovering the domain name and not necessarily the renewal.

Alan Greenberg: Okay.

Marika Konings: But that's just my interpretation but I can check with it.

Alan Greenberg: Yeah. I do - yeah. It sounds like that is what their intent is. Be interesting to see what is in registrant registration agreements. I haven't ever paid much attention to that.

Thirty-seven. What are we talking about now? The registration - okay. This one says must point to any fees. All right. This is basically saying that the fee has to be - should not be something which is a variable amount depending on circumstances.

And I thought - we actually had words in like that originally. But I thought that by saying the fee charged it is deemed to be - it has to be an actual number and not a mathematical formula or something like that or depend on other things.

I - Marika, I think before we can go into this further, we need to know how compliance would view it. And, you know, and if we say the fees charged must be specified and the registrar comes back and says what we specify is it will be a variable amount depending on, you know, the price of wheat in Spain that that's deemed to be acceptable.

And the question is are we sufficiently strong with the wording we used right now or do we indeed need to strengthen it?

Marika Konings: Okay. I'll check.

Alan Greenberg: Thirty-eight. ICANN must limit...

Mason Cole: Alan, I'm sorry...

Alan Greenberg: Oh, I'm sorry Mason. Go ahead.

Mason Cole: No. On...

Alan Greenberg: On the previous one, yeah.

Mason Cole: ...thirty-seven, is that - on 37 does that refer - I thought that that had referred to the RGP fee that's charged to us by registries.

Alan Greenberg: No, 37 is on a different recommendation. It's just on the - it's essentially saying make the registrant aware of what the fee is of what your post-expiration renewal cost is.

Mason Cole: For renewal of a name.

Alan Greenberg: Yeah.

Mason Cole: Okay. All right. Thanks.

Alan Greenberg: And I think we all agreed - I may be wrong but I think we all agreed that that must be specified as a, you know, the effect will be a numeric number, not a vague statement of how it might be determined.
Michele.

Mason Cole: Yeah. So what happens in the instance when - I don't know, at some date, you know, a registrar decides to change the price of - the renewal price of the domain names, I don't know, in a certain TLD like .net for example? You know, does that - I mean does that meet the burden here that the board is asking for?

Alan Greenberg: Oh no I think we've covered that with words like then current and things like that. We're not trying to remove the right of a registrar to change the price, you know, at some point in time. But the commenter is saying that the price should not be variable depending on essentially the value of the domain in the second - in the marketplace.

Mason Cole: All right. I follow.

Alan Greenberg: Michele.

Michele Neylon: Oh, how do I announce this? We - the problem here could be that if for example a registry were to have a model based on this - I mean there's no way for us to where they're actually going to - if the registry were to adopt some kind of model where they were having differential price

increase on the domain name, that's already happened in several ccTLDs.

And once ccTLD was done for a long time and they rolled it back and now they're all the same price. In others - in several ccTLDs that I'm aware of they charge different prices based on the length of the domain. But if you register - if you register a domain name which is three characters or longer, you pay one price. If you register one which is three characters or less, you pay a much higher price. I mean...

((Crosstalk))

Alan Greenberg: Go ahead.

Michele Neylon: So ultimately may not - as was - has been discussed to death previously, we can only put what, you know, the pricing and everything that we're bound to put and we've covered that - discussed that to death already as far as I'm concerned.

Alan Greenberg:: Yeah. I mean I think our wording already covers the case as I believe Go Daddy does of charging one price for the first seven days and another price for the next N days. You know, it doesn't say you must have a price. It just must, you know, you must have something that the registrant will understand what the price is going to be.

So your case of variable based on the number of letters, number of characters in the domain name, there could also be multiple prices based on that. That's - length of domain name doesn't change with time. So I have no problem addressing that kind of situation.

You know, you could even imagine a registry charges different prices for a commercial one that has been for a non-profit. And again, it's something that can be specified. So I don't see any problem with those kinds of things.

Anyone else? I think we need to again go back to get something from compliance or legal on their understanding. But I'm not unhappy with the wording assuming it's interpreted by ICANN staff the way we interpret it.

Thirty-eight. ICANN must limit or maximize the fees and post-expiration and - post-expiration renewal and post-delete restoration can charge. I think we decided that is way out of ICANN's scope. And in fact is probably illegal.

No disagreement. Does anyone know on the registrars - Mason perhaps. Is that actually - would that be deemed to be illegal or is it just something that ICANN doesn't do? And we're talking about ICANN putting price limits on things.

Mason Cole: Yeah, I don't - I'm sorry, Mason speaking. It may be illegal in some places.

Alan Greenberg: Okay.

Mason Cole: But it's - I mean if you look at ICANN's statement of purpose and their bylaws, I mean they explicitly state that they avoid price regulation of any kind.

Alan Greenberg: Okay. Then maybe we should dig up a specific reference to that and make our comment stronger.

Mason Cole: Sure. I'll pull it up right now.

Alan Greenberg: Okay. Okay. Thirty-nine is a support. We don't comment on support. We say thank you perhaps. I guess Marika in our formal answer we should say thank you and all of those we support.

Number 40. The recommendation is in the event - okay. This is - in the event we give reasonable notice, registrars will publish stuff. IPC and (INTA) - I have no problem with that. To the extent that we actually will end up developing such material, I have no problem requiring a pointer to it. Michele.

Michele Neylon: I do have a problem with it.

Alan Greenberg: Okay. Tell us about it.

Michele Neylon: Well I mean the - I don't have any problem with the recommendation in the event that ICANN gives me some notice, yada, yada, yada education materials, blah, blah, blah. The domain lifecycle thing as far as I am aware, and somebody can correct me, is not something that has universally been accepted as the domain lifecycle.

I could be completely wrong because I'm - you know, there is a document with a domain lifecycle that's been floating around for several years. But from what I recall in several workgroups, maybe not this specific one, it wasn't globally accepted as covering absolutely everything.

And secondly, you know, the - what we are bound under the terms of the RAA with respect to the registrant's rights and responsibilities thing and that's going to be moving forward in the next while. I'm not overly happy with this domain lifecycle thing. I cede the floor to Mason.

Alan Greenberg: Yeah, before we go to Mason I just noticed that the wording seems to already be in the recommendation that we already mentioned domain lifecycle is one of the things the content may include.

Michele Neylon: I see but may and must are very different.

Alan Greenberg: Understand. Mason, go ahead.

Mason Cole: Yeah, Mason speaking. I'm just trying to make sure I understand this. So is the recommendation then that the registrar must provide education or - I don't know - may or must provide education materials on registrant responsibilities and (forward) and the gTLD domain lifecycle?

So is the recommendation that we add that lifecycle diagram to our education - or to the rights and responsibilities document or do - as the lifecycle relates to gTLDs, is that right?

Alan Greenberg: Well to start with when we talk about lifecycle I don't think we're talking about the one that was created years ago; I think we're talking about a diagram explaining the domain lifecycle. We seem to have gotten a good echo.

Mason Cole: Oh sorry.

Alan Greenberg: So I don't think it's that diagram but there have been consistent comments in this working group, you know, that we should make it simple to users to understand what happens to domains and that's the expression that we've been using for the domain lifecycle.

And the recommendation says that ICANN should develop material with the support of registrars and once it is developed registrars must point to it. And the domain lifecycle is included as one of those things. So I don't see the need for an explicit statement as suggested in Number 40 unless I'm missing something.

Cheryl - Mason were you finished?

Mason Cole: Well just a couple of comments as it relates to practicality. I'm not sure I would really argue with the idea that we could do that. But whatever diagram is produced I don't think would apply universally to all registrars.

It might apply universally to TLDs as it relates to what happens from the registry level but it probably wouldn't accurately depict what each registrar does at the time of, you know, between expiration and deletion.

You know, because even if you take the most basic function, you know, the deletion of the name out of the registrar into the registry for RGP that happens on different days. And, you know, if you've got a range of days in there that could be confusing if this is to be considered a universal document.

The other issue of practicality would be, you know, we can - I think we can link to a whole lot of stuff. And we are being asked to link to a whole lot of stuff which I don't necessarily object to but, you know, is it going to help the situation or are registrants really going to read it? I'm not sure - we have enough trouble getting registrants to read their registration agreement.

So, you know, educating the customer I don't object to it all; educating the customer effectively I think is the problem. And I'm serious about this. And I'm not exactly sure this would help or not. But I want to be clear I'm not trying to shoot the idea down but if we're going to do it we need to do it intelligently.

Alan Greenberg: I don't disagree. The wording in our recommendation does say it's done in consultation with registrars among others. Cheryl.

((Crosstalk))

Cheryl Langdon-Orr: I'm sorry, Mason, had you finished, Mason?

Mason Cole: Go ahead.

Cheryl Langdon-Orr: Okay, thank you. Cheryl - sorry, clearing my throat. Cheryl Langdon-Orr for the record. I just wanted to point out agree totally with what is begin said in terms of effective education and just putting up a pile of links. I just wanted to point out that as I read 40 the critical words for me was that a reference or link to material once it is prepared in agreement with everyone else that explains to the domain name holder the sort of what happens next be included in the reminder renewal contact material usually by email.

I thought that was a good thing in as much as that's probably one of the few times that they will bother to read the material as opposed to earlier on in contractual relationship. And, Mason, not just registrant agreements try and get a consumer to read any sort of agreement, contract or otherwise is always a challenge. That's it, thanks.

Alan Greenberg: Cheryl, if we give out gold stars for someone actually reading the words in the document thank you. Yes, the recommendation did say in the renewal agreement and that's why my answer was yes I think we talked about it but we didn't actually say it. So we've just spent 10 minutes talking about something which wasn't suggested.

And somehow my screen has gone blank so I need to start over again. Does anyone know what number we're on?

Mason Cole: Forty-one.

Alan Greenberg: Okay well I think we were actually on 40. Okay let's go back and do 40 over again. The recommendation says that we should put this pointer not only on the registrar's Web - the pointer to this new information not only on the Website but also in the renewal letters, reminder letters. My answer was I think we discussed it but didn't actually put the wording and I would support this. Do we have general support for this or am I the unique? Cheryl, I think you...

((Crosstalk))

Alan Greenberg: ...you implicitly support it. Ron? Ron had his hand up for a minute. If you want to speak go ahead otherwise Mason.

Mason Cole: Ron, go ahead if you want. Okay. I don't registrars would object to that. Maybe one question would be, you know, is this to be a universal document or can the diagram be specific to what would be expected under that registrar's operation.

Alan Greenberg: I guess my answer is the one we're talking about in the recommendation is a universal one and therefore not completely specific. One would not - I would not object if a registrar then refined it to talk about the specifics in their particular case. And I wouldn't care which one was pointed to; the latter would probably be better.

Mason Cole: Yeah, well if we could - if we could make that comment as the workgroup that might be useful or - I don't know if that calls for a change in wording or what but I think registrars would probably appreciate the latitude to customize that diagram if they saw fit.

Alan Greenberg: Certainly it could be made clearer at that - for that. But I think the one that we're talking about ICANN developing has to be a generalized one which is implicitly going to be vague in some ways. What do you people think about putting a comment in the recommendation saying we encourage registrar - we encourage but don't - or perhaps set as a best practice that registrars will tailor the diagram to their specific details.

And in terms of the Recommendation 40, the comment 40, do we want to require that or make it a best practice?

Cheryl Langdon-Orr: I think a best practice. Yeah, I think the requirements issue comes - Mason, you still had your hand up.

Mason Cole: No I was after you, go ahead.

Cheryl Langdon-Orr: Oh was that, you know, let's not make things prescriptive if we don't have to. And I think that, you know, and a best practice approach is something I would prefer.

Alan Greenberg: I tend to like that in this particular case. Mason, go ahead.

Mason Cole: I agree with Cheryl.

Alan Greenberg: Okay I think Marika you captured that?

Marika Konings: Yes I did.

Alan Greenberg: Okay thank you. Okay 40 is a yes. Thank you. Forty-one, rather is a thank you. Recommendation 8 is - that's the other half of that and I think we need to merge these into one somehow in terms of developing the material.

And they're saying (unintelligible) revised to delete the words are expected to - yes I think that was the intent; that was just some loose wording we had. No other comments? We go onto 43 which is a thank you, and 44. Bracketed wording. Okay that's the instructions.

In relation to the bracketed wording to ensure consistency in the best practices are updated it would be best to have registrars include a link to a Web page at the ICANN site as opposed to linking to their versions of this document.

And my inclination is to say if a registrar wants to tailor it they should - it should be required to point to the ICANN one but can provide their own version as well. I don't feel really strongly about it one way or another. Any other comments?

Mason.

Mason Cole: So if I understand this correctly there would be - I mean, I know we've talked about this in different iterations but there would be a page somewhere that talked about proper care and feeding of your domain name. And the question is - well as I understand it that page would be posted at the ICANN Website, is that right?

Alan Greenberg: Yeah whether it's that Website or another Website, yes, but it's hosted by ICANN or an ICANN-something.

Mason Cole: Okay. And then what INTA wants is - they're saying fine if registrars want to have their own version of that they can but they also have to point to the one at ICANN.

Cheryl Langdon-Orr: Yeah.

Alan Greenberg: Yeah, I think they're saying that you must point to the one at ICANN; you may choose to have an internal version which I basically support. I'm not...

Mason Cole: Yeah, I don't - I don't know that I object but again I think it may be a question of practicality because I think you may be looking at, I mean, I'm thinking of our support team's phone ringing and saying which ones of these is right, you know.

You know, I'm comparison shopping between you and Go Daddy and register.com and Directi and you all have different, you know, you all have different words up there. I don't really understand what I'm supposed to do and the ICANN site is no help.

Alan Greenberg: Yeah, I mean, I think we are requiring them in the recommendation to point to the ICANN Website. What you do in addition to that we're not going to legislate. And indeed we expect the various registrars to have somewhat different details; that's what makes one more attractive than another in theory. So...

Mason Cole: Okay.

Alan Greenberg: Yeah I think we are requiring - I think INTA is saying we should require them to have a link to the Website and I thought that's what we were already doing. Marika, do you recall that or - we can try reading the detailed words.

Marika Konings: This is Marika. I don't recall.

Alan Greenberg: Yeah, I mean...

((Crosstalk))

Alan Greenberg: ...we say registrars are expected to link - okay link to or host that information on its Website; that's our wording. I'm happy with saying just link to if they choose to host something as well that's their call. The general consensus that we say - that we remove the host? Okay we've

- I think we just agreed with the change I when we see the words people disagree they can - there'll be another opportunity to go back.

Forty-three is a thank you. Forty-four, how are we doing on time? We're doing well. In relation to the bracketed wording to ensure consistency that best practices are updated it would be best to have the registrar include a link - sorry that's what we just did.

Forty-five with the support of - where is with the support of? Does anyone see where we use the words with the support of?

Marika Konings: This is Marika. In the first sentence. ICANN with the support of registrars ALAC and other interested parties.

Alan Greenberg: Oh okay.

Marika Konings: I think we're just trying to basically clarify what that meaning is that in consultation with. I think providing more details is how that process would look or what is expected might be helpful.

Alan Greenberg: Do we really need to specify that? I mean, I think we're making it an ICANN responsibility and if ICANN can get, you know, some registrars to volunteer to draft some text and then they edit or At Large or something or if it goes in the other direction. I'm not sure we want to be that controlling.

Michele - Michele 2.

Michele Neylon: Yeah, Michele 2. I've got a clone now. Berry's lost.

Alan Greenberg: By the way in this version of Adobe you can actually change your name. there's a little pull down right...

Michele Neylon: Oh.

Alan Greenberg: ...right beside where it says attendee list if you cared. But go ahead, Michele 2.

Michele Neylon: Oh, I can do that. I'm not even actually going to bother now. Anyways you distracted me Alan, Jesus Christ.

Alan Greenberg: Sorry.

((Crosstalk))

Alan Greenberg: With the support of.

Michele Neylon: Yeah with the support of, I mean, it's intentionally - I would think that the way it's worded now is fine. Explaining it would preclude certain interpretations of it. So unless ICANN staff has a specific issue that they wish to address then I can't see any reason why we either explain anything further or change it.

I mean, are they afraid that with the support of means something, I mean, what? I don't understand the issue.

Alan Greenberg: I'll let our representative of ICANN staff speak up.

Marika Konings: Yeah, this is Marika. I think we just wanted to make sure that it's clear what the actual (unintelligible) is. Are people happy for example that,

you know, ICANN staff provides the first draft, sends that to registrars and ALAC for sign up or input, you know, puts it a few times back and forth until everyone is happy? Is that the kind of process that people foresee?

I think we're just trying to make sure that if it this entails something more formal that, you know, the whole registrar stakeholder group needs to vote and formally sign off on this or that ALAC needs to go through its consultation - that we spell it out.

I think that's where we're wanting to make sure that, you know, if indeed it's basically the working group saying look ICANN, you know, go ahead and make sure that you check with registrars and ALAC that they're, you know, happy with it and that's it.

You know, I think it's fine; we can work with that. I think we just want to make sure if there are any other requirements that this working group foresees that those are spelled out so we know and, you know, we don't get hit on the head at the end of the day if we do something and people say oh well but why didn't you ask us to provide a first draft or we didn't vote on this so, you know, I think that's what we're trying to say.

Alan Greenberg: Marika, would you be happy and would everyone else on this group be happy if we say ICANN with the - in consultation with members of the registrar and At Large communities and other interested parties. In other words not say it is the ALAC or the registry - registrar stakeholder group that is doing it but people in the community.

Marika Konings: Yeah I would be fine with that.

Alan Greenberg: And I think that's in fact what's going to happen. You know, the half dozen people who really care may work on it. And I'm happy with that. All right, done.

Recommendation Number 9, registration must clearly indicate what methods are used for delivery information. Forty-six is a thank you. Forty-seven, INTA suggests that the notification method explanation should include a suggestion that registrars save the - that registrants save the registrar's notification address as a safe sender.

We talked about that early on of making sure that the registrant could white-list it. And we had some difficulty because registrars, you know, these things change from time to time and we don't want to guarantee that 10 years later they're using the same email address.

My thought when I was addressing this is perhaps we should add a best practice saying that to the extent possible registrar should give notice to the registrant what address will be used. Any comments, tick marks, x-marks?

Essentially we're putting the seeds in people's minds saying that it would be a good thing if they did it but I don't think we want to be particularly controlling. Okay we have Michele agreeing twice. And three times. Michele 2 agreeing three times does that make it six?

Cheryl Langdon-Orr: To the power of six, yeah.

Alan Greenberg: Michele is a big man we have to give him the power. Okay we've made a decision let's go onto the next one. Forty-eight, third party should be

required to provide notice to a registrant of all - of any and all rules applicable to the domain transfer by registrant at any point during the registration period.

Do we have any supporters for - this seems to be out of scope and I don't know who the third party is.

Mason Cole: Yeah, I agree with you, Alan, that's out of scope.

Cheryl Langdon-Orr: Yeah.

Alan Greenberg: And to...

Cheryl Langdon-Orr: That's a rinse and repeat.

Alan Greenberg: Yeah.

Cheryl Langdon-Orr: What we said, 18, 26 and a few others.

Alan Greenberg: Yeah and I think to the extent that we're going to be documenting what the - what happens with domains we may well be covering part of that but okay and we have support of one Michele Neylon. Okay.

Number 49, registry stakeholder group suggested that a Whois indication and auto-renew - okay I don't know if we're in a position to really talk about this. I think what they're saying in the first half of their comment is they did suggest something which was a halfway point which was implementable and that we glossed over and did not include it.

In the second half they seemed to be saying that even this would be a pile of work and we may want to shy away from making a recommendation. Did anyone else interpret their comments the way I just did or - Marika do you have any - does my comment reflect what you thought or is there something I'm missing?

Marika Konings: Yeah this is Marika. I struggled a bit with this comment as well because first they say well we made a recommendation and then we say well we're not really sure if it's a good idea. So I wasn't really clear on it either which way they want to take this.

Alan Greenberg: Can we pursue this informally with the registrars - registries rather?

Marika Konings: Yes I think so.

Alan Greenberg: I'm reluctant after they gave us a three-page answer to our last request for clarification. Michele I like what you're doing now. All right, Recommendation 10, subject to exception policy - this is the timing of renewal notices. IPC notes that they have no opinion on the thing we haven't specified. That's a good idea I think.

We - well we need to go back and talk about the exception policy and I think then we need to do a sanity check of these recommendations on it. So I don't think we can really answer 51 until we go back and do the work that we need to do on the exception policy.

Fifty-two is a comment from ICANN staff that I disagreed with that's saying they have - ICANN staff was saying we should replace the words - where are the words - yeah, the recommendation said if registrars are doing something comparable and they said we should

remove that and simply put that they can do additional ones. And I think that doesn't cover the same intent. Marika, do you have any further thoughts on that?

Marika Konings: Yeah, this is Marika. I think we - well we thought it was quite complicated to say if more (unintelligible) because aren't we just trying to say that, you know, apart from the two you can't send more that's up to the registrar. We're just saying those two need to be sent in that specific timeframe.

Alan Greenberg: Well but look at my example. If the registrar sends one at 35 and one at 25 I think that's comparable to 30 but we don't want them sending another one at 30. Again we had a lot of discussion that registrars may have come up with what they believe is an optimal set of timings for their business model. And I'm not sure we want to be more controlling.

Marika Konings: Aren't we just simply saying in the recommendation that the timeframe for the two notices and whatever else they do is up to the registrar right?

Alan Greenberg: Right but if you look at our recommendation which says three must be a 30 plus and minus four days. If a registrar does 35 and 25 it does not - we're not - they're not doing 30 plus or minus four.

Marika Konings: Right. But basically what we're trying to say is you leave that first - those first two requirements and say one such notice must be sent one month or 30 days prior to expiration and one must be sent one week prior to expiration. And then you basically just say this doesn't preclude registrar from sending additional notices.

Alan Greenberg: But if a registrar had sent a message at Day 25 and Day 30 - 25 and 35 would they be deemed to be compliant with that - with what you just suggested? I would have thought no.

Marika Konings: I might be missing something because I don't...

Alan Greenberg: Well if they send one at Day 25 and Day 35 they are not sending it at Day 30 plus or minus four.

Marika Konings: Right. So they're not complying because we're saying...

Alan Greenberg: Right and...

Marika Konings: ...two notices need to be sent on that specific timeframe. Anything else, you know, if they want to send one everyday they can do that as long as they send one notice one month or 30 days prior to expiration plus four - plus or minus four days and one must be sent one week prior to expiration plus or minus four days.

Alan Greenberg: Okay but when we crafted the rules the intent was that a registrar that sent things at 25 and 35 as an example would be having honored the intent of the requirement and would be deemed - that's why I - that's why the word comparable was used. Does anyone else care about this or is everyone happy with ICANN's staff wording?

Marika Konings: I see now where you're - you mean because you saying basically the timeframe between the two needs to be relatively comparable. (Unintelligible) we're making it unnecessarily complex here but whereby, you know, we need to start counting days and seeing how it's comparable. But if it's basically -if you're saying - in those two

timeframes you need to send the notices; anything beyond that, you know, feel free to do so whenever you want.

Alan Greenberg: I can live with what the ICANN staffer is suggesting. I don't like it but I can live with it. Mason.

Mason Cole: Sorry, I'm confused. What - is it - if I look back at the recommendation - if I read that correctly unless you're excepted the registrar has to send two notices; one has to be plus or minus 30 days in advance of expiration and another is a week plus or minus three days prior right?

Alan Greenberg: Right.

Mason Cole: Okay. And if more than two are sent that's fine as long as two of them are sent on those days.

Alan Greenberg: Well...

Mason Cole: And staff is saying - simplify the language by saying if more than two are sent timing must be comparable to the timing specified.

Alan Greenberg: See they're saying they must be exactly what is specified and the comparable says you have some fudge factor, some leeway. I don't feel strongly about it. I thought we were trying to make sure that registrars that are doing a good job right now, you know, not have to change their practices because of this recommendation.

Mason Cole: Yeah...

Alan Greenberg: But comparable is a loose word.

Mason Cole: Yeah, yeah. I don't know that it's really - I don't know that it's such a big deal. I don't know that it's an issue in terms of whether or not we want to do it but if registrars are operating on a different schedule then it's, you know, it's an engineering project to change those timings around.

Alan Greenberg: Yeah.

Mason Cole: So I don't know. Michele, do you have any input on that?

Michele Neylon: Any what?

Mason Cole: Do you have any thought on 52?

Michele Neylon: Fifty-two. The timing of the two must be comparable to the timing specified. Oh help. I really wish that somebody would contract what the - keeping the simple English campaign because I can't remember the proper name of and just we write some of this stuff in really, really simple English because the choice of the word preclude, I mean, preclude is hardly clearer.

Or am I talking about the right thing? We're talking about 52 yes?

Alan Greenberg: Yeah there were - they're suggesting replace comparable to the timing specified with you must send messages on the specific timing specified; you can add more to it if you want.

Michele Neylon: Okay.

Alan Greenberg: Whereas I would - I was suggesting that a registrar could honor the intent of the 30 days by bracketing it at 25 and 35 and still be deemed to be compliant even though they didn't actually send one between Day 26 and 34.

Marika Konings: From my perspective you'd probably make it very difficult then to indeed identify or define comparable.

Alan Greenberg: Yeah I grant that. As I said I prefer the flexibility of giving registrars the flexibility but I can live with what ICANN suggests.

Michele Neylon: I can see both sides to this. I mean, the downside to being completely inflexible just as a kind of something just springing to mind if for example most of your clients are business customers you want to send notifications and communications to them during business hours Monday-Friday; you don't want to send them notifications on Saturdays or Sundays or bank holidays for that matter.

Cheryl Langdon-Orr: Yep.

Michele Neylon: So if you are forcing me to send notifications exactly X number of days before expiration then obviously that's going to hit on bank holidays and weekends. Now that's just looking at it in terms of where I'm seeing a hole with this because, I mean, what I'm - what we might be doing within our own registrar at present might not be that sophisticated in terms of our own sending things.

But if I end up where ICANN has a policy that specifically states that I need to do X, Y and Zed, that I have to do X, Y and Zed or I will be in breach of contract and could lose my accreditation therefore I would

prefer a best practice which I hate best practices in many respects but I need to have the flexibility.

Alan Greenberg: Okay thank you Michele. I'm going to - I'm not sure who - what order the other hands went up. I'm going to make a very quick comment and then go to the other speakers.

I just realized that we have added two - we have two redundant things in this. We have given the comparable flexibility but we also said there is going to be an exception policy. I don't think we need the comparable; I'm quite happy with ICANN's words given that we said we're going to have an exception policy and that's exception policy can be used for the other cases. I'll take my hands down and Marika then Michele.

Marika Konings: Yeah this is Marika. I just want to point out as well that in the recommendation we already say 30 plus or minus four days and one week plus or minus three days so we do have already leeway in there and sort of thing it has to be Day 30, it has to be seven days prior.

So, you know, if people feel that that's not enough flexibility, you know, maybe we increase it to, you know, seven days or five days.

Alan Greenberg: Yeah, I think we...

Marika Konings: I think from a compliance perspective we make it very hard if we are indeed using terms comparable to the time because it makes it a very subjective for them to determine what is comparable. So I would strongly recommend indeed to - indeed give flexibility by allowing a

certain timeframe but make it easy for compliance to actually, you know, verified whether...

((Crosstalk))

Alan Greenberg: Yeah I'm - Marika, I'm withdrawing my comment because if we have an exception policy - and remember we were talking about exception policies among other things - if a registrar in fact has month by month registrations than notice of 30 days doesn't make a lot of sense.

So, you know, we said we want an exception policy and I think that can cover the comparable. So I accept what ICANN is saying and let's address any other needs in the exception policy. Michele.

Michele Neylon: First off thanks to Marika for the clarification. Based on the clarification that I would be supportive of the staff recommended wording. With respect to the exception thing I again reiterate that I am not supportive of this exception route at all because apart from anything else that removes the entire predictability aspect...

Cheryl Langdon-Orr: Yeah.

Michele Neylon: ...of this entire thing that was what drove it from the get-go.

Cheryl Langdon-Orr: Yeah.

Alan Greenberg: Okay.

Michele Neylon: I mean, I - from my perspective I think, you know, look, if you're going to have an exception - if you're going to have an exception and you

end up where you don't really have any rules or predictability. And also as well if for example you end up where there are lots and lots of exceptions being introduced left, right and center then who is to know exactly how one applies our ticket to have the exception.

I just see it as opening up a massive can of worms that just - I just don't see an end to it. And that is of course within the framework of this particular working group and it has nothing to do with any other aspects of policy that I may or may not be involved with. Thanks.

Alan Greenberg: I was - the exception policy was put in to be flexible with registrars. If registrars don't want the exception policy I'm happy to delete that clause all together. I don't know about everyone else but I'm delighted to remove it if there isn't felt to be a need for it or it's going to cause more problems than it's worth.

Michele Neylon: Alan, just - this is Michele speaking. I do not speak for all registrars.

Alan Greenberg: Right.

Michele Neylon: I can only speak for myself.

Alan Greenberg: I understand. Let's tentatively delete the exception policy and change the wording to ICANN's rules and see if anyone screams when we do the next iteration. Agreed? How far are we to the end? Let's finish 52 and then go - we just did 52 right?

Marika Konings: Yes.

Alan Greenberg: I would suggest that we stop now and we'll do the rest of them next week. I would ask that since we're going to be - since coming up next week is going to be the discussion on the length of time and one of the points that somebody made - I don't remember if it was James or Paul last time or maybe - I don't - they weren't on the call. I'm getting confused now.

Somebody made the comment last time that it would be nice to have rationales for why the period of time should be longer as opposed to just saying we want it longer. And so I would ask the groups that made the recommendation for a longer time come prepared next week to talk about why they feel this is something that should be changed in our recommendation as opposed to just we want it.

I think that's basically At Large and the Business Constituencies. There may have been somebody else also. We'll double check and make sure that we send a specific note out to them that if someone else made that comment that we can get particular representation after the next meeting.

Anything else we need to cover before we adjourn for the day? We've made good progress. I think we're actually getting close. We still have some work to do on wording of a couple of recommendations but I think we're getting within a couple of stones throws of finishing this.

Siva, you have your hand up. Can you unmute yourself or do you us to try?

Siva Muthusamy: Hello, can you hear me?

Alan Greenberg: You can now.

Siva Muthusamy: Hello.

Alan Greenberg: Yes we can hear you.

Siva Muthusamy: Okay, okay, okay. I had a question about something that was said some time back. I said (unintelligible) purely a registry/registrar arrangement. And I posted a question on the chat. Is this - does that mean that a registrar is not going to pass on this grace period to the resellers or even to the registrant?

Alan Greenberg: Well resellers are just an arm of the registrar effectively so what they do with resellers is moot I would guess. No, currently they are not required to pass on anything to the registrant. That's why under the current terms a registrar could refuse renewal all together post expiration. There is no requirement right now. There will be a requirement under...

((Crosstalk))

Alan Greenberg: ...our recommendations.

Siva Muthusamy: Thank you.

Alan Greenberg: Okay. Anything else? Then I thank you all for your participation. It's been a good meeting and we'll see you in a week. Bye, bye.

Cheryl Langdon-Orr: Bye.

((Crosstalk))

Man: Thanks Alan.

Marika Konings: Bye.

END