

GNSO
Post-Expiration Domain Name Recovery (PEDNR) drafting team teleconference
29 September at 18:30 UTC

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<http://audio.icann.org/gnso/gnso-pednr-20090929.mp3> <<http://audio.icann.org/gnso/gnso-pednr-20090922.mp3>>

On page:

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

Present:

Alan Greenberg - ALAC
James Bladel - RC
Cheryl Langdon-Orr - ALAC Chair
Jeff Eckhaus - RC
Ted Suzuki – IPC
Paul Diaz – RC
Sergey Gorbunov
Berry Cobb – CBUC
Helen Laverty - Registries
Ron Wickersham – NCUC
Mason Cole - RC
Mike O'Connor – CBUC
Michele Neylon - RC
Tim Ruiz – RC
Michael Young - Registries

Staff:

Marika Konings
Margie Milam
Glen de Saint Gery

Absent apologies:

Alaine Doolan – IPC
Michael Palage – CBUC
Karim Attoumani – GAC
Tatyana Khramtsova - RC
Shiva Muthusamy – At-Large
William McKelligott - Staff

Coordinator: I want to inform parties that this conference is being recorded. If anyone has any objections, you may disconnect at this time. You may go ahead. Thank you.

Alan Greenberg: Thank you. Could we have a roll call?

Glen DeSaintgery: Certainly, Alan. Good morning, good afternoon, good evening, everybody. On the call, we have Sergey Gorbunov, Michele Neylon, Mikey O'Connor, Alan Greenberg, James Bladel, Ted Suzuki, Berry Cobb, Paul Diaz, Helen Laverty, Tim Ruiz, Jeffrey Eckhaus, Mason Cole, and Cheryl Langdon-Orr. And for staff, we have Marika Konings, Margie Milam, and Glen DeSaintgery. Have I missed anybody? Then we have apologies from Alaine Doolan, Mike Palage, and Tatyana Khramtsova. And we have been trying to get through to Siva Muthuswamy but he's not answering his phone. Is there anybody that I've left off? Apologies? Thank you, Alan.

Alan Greenberg: Thank you, (Glenn). All right.

Woman: Excuse me, Ron Wickersham joins.

Alan Greenberg: I'm sorry? Who is that?

Glen DeSaintgery: Ron Wickersham.

Alan Greenberg: Oh, okay. All right. Just let me pull up the right screen here. I seem to have far too many open. All right.

I would like to add one item to the agenda, initially a short discussion. We may have to come back with to it another time for a longer discussion, depending on the feelings of the group. The issue is transfer of domain names between registrars after expiration. The original request for an issues report identified whether the question of whether we should allow transfer during the RGP.

It did not discuss transfer prior to the RGP but after expiration because at the time, I and most of the other players who were involved in the discussion, believe domains were transferable at that point. Some very strong statements were made by ICANN during the EDDP discussion that there is no question that registrar - that a registrant can transfer domain post-expiration prior to the RGP.

It became obvious as we started these discussions once the Issues Report was written -- the Issues Report was silent on the issue. With Rob Hull's presentation and a number of discussion, but because who is data is very often altered, or because the registrar no longer allows access to the domain by the registrant, transfer is effectively not allowed.

Does this group believe that the issue of transfer post-expiration prior to the RGP is something that we can consider or do you feel we must go back to Council for expanding the scopes to look at that?

Jeffrey Eckhaus: I'm sorry, Alan? It's Jeff. Can you repeat that one more time? I just want to be - I thought I missed a word or two? Can you just repeat that one more time please? Sorry.

Alan Greenberg: I don't guarantee I use the same words...

Jeffrey Eckhaus: I'll bet it's close!

Alan Greenberg: The question is, does this group believe it is within our scope to look at the transfer between registrars of a domain post-expiration prior to the RGP?

That was a right which I can believe everyone had, and in fact when the Issues Report was requested, the ALAC believed everyone had, but in fact, it was not the case in many cases because of how, WHOIS altered and/or how

registrars or resellers allow access to their databases by the registrant at that point.

Jeffrey Eckhaus: Alan...

Alan Greenberg: It's certainly something that would have been there if we had - if anyone had realized what was actually happening, but we can't change history, Jeff.

Jeffrey Eckhaus: Okay, so I believe - I think my quick answer to that is no, and the main reason being that if somebody can correct me, but I think this has been a topic of further discussions within the Inter-Registrar Transfer Policy discussion and is being addressed there and I may be saying something off, but I thought that transfers after expiration were still allowed. But that should be something...

((Crosstalk))

Jeffrey Eckhaus: ...within the transfer policy and that I think it has - another reason for us not to - since it's in another group sort of purview that we can - I think it might push us as our working group off course and kind of off our charter if we went that direction. But, I also think - the main reason being that another group is looking at it.

Alan Greenberg: Okay I have -- Mikey -- one comment. Technically, it is still allowed. It's just de facto, not something one can do because very often the WHOIS data has changed. And therefore, the person from the registry's point of view is no longer the owner.

Jeffrey Eckhaus: I just - wouldn't say it's de facto because I know that for us - and we do an incredible large number of transfers in and out that it is allowed and it does happen, and I know that if we do it, that means registrars on the other side are doing it because it's a two-way transaction, so I do believe that it does go on. I wouldn't say it's a de facto - it does not have to be.

Alan Greenberg: Okay. I was not trying to make a blanket statement.

Jeffrey Eckhaus: Oh no, I just wanted to say that it does exist and it is allowed. And you're correct. I just wanted to say that it does happen.

Alan Greenberg: Okay, we have first Mikey and Marika.

Mikey O'Connor: Hi. Yes, this is Mikey. I see the gap as practically as a whole core IRTPP gang on this call. So I'm going to speak but Paul, James, Tim, et cetera, feel free to correct me. You know, the way frame that issue, Alan, I think that it would be fine for this group to go ahead and flush it out. Or the IRTTP folks - we're certainly not looking at it right now. And I'm not sure that that particular issue is in our charter either. So, I did think verification with a minimum would probably be a pretty good idea.

Alan Greenberg: Marika?

Marika Konings: This is Marika. I also wanted to confirm that it's currently not on the agenda of the IRTP working group. And I don't think it's either an issue that is covered in any of the future IRTP issues. But having said that, at the time of the Issues Report relating to the question on possibility of the funds for during RGP, it was suggested that possibly that question could also be addressed by an IRTTP working group but a decision was taken by Council at the time to include it in the work of his group, but with the caveat that, you know, the group might establish the parameters for making the transfer possible or maybe the IRTP team, group, would be a better place to flush out the technical details of such a process if it would be decided that it will be desirable.

Alan Greenberg: And the same with (like) could well be true, in this case, if we decided these would be within our scope to look at. Jeff?

Jeffrey Eckhaus: I'm just going through some ICANN documents and I hope, Marika, you could just back me up. That here that on the Inter-Registrar Transfer Policy, I believe the advisory was somewhere in 2007 is that registrars are prohibited from denying a domain name transfer request during the auto-renew grace period. There are some caveats around that. But, I would take a look at that - I think it was a September 2007 advisory before we decide to put it in scope or not because it might be a contractual compliance issue versus a working group issue.

Alan Greenberg: If you could give us a firm pointer to where that is, that may well take this off the agenda completely at that point.

Jeffrey Eckhaus: Okay, I'll look through hopefully and maybe Marika or somebody at ICANN can find it faster than myself.

Alan Greenberg: Sounds like we may have addressed the problem easily. Thank you. Marika still has her hand up or from before.

Marika Konings: Oh, sorry. I can just take it down, but just one note because I need to look up the advisory but if I recall, I think it had something to do with the reasons for denial of a transfer and I don't think it specifically addresses the issue that Alan raises. I think it's, if I understand Alan correctly and, you know, he's making a point that a transfer is allowed, but because of the tactics of changing the WHOIS details, the registrant at the time of expiration actually cannot initiate the transfer because he's no longer recognized as being the registrant.

Alan Greenberg: We...

Marika Konings: Am I...

((Crosstalk))

Alan Greenberg: Yes, yes, that is correct. And it's slightly more convoluted than that because even in cases where the registrant name may not have been changed in WHOIS, the domain name may no longer be within their control in their control panel, as it were, within the registrar or within the reseller. They now have the mechanism to request it, even if they're still the registrant of record.

But let's look at what the advisory says specifically and come back to it as necessary. What I seem to be hearing is if, indeed, there is a problem which is not covered by other policies, then it might be something this group considers within scope.

Marika Konings: Alan, just to note...

((Crosstalk))

Tim Ruiz: Alan, this is Tim.

((Crosstalk))

Marika Konings: Would you rather just put the link into the Adobe...?

Alan Greenberg: Okay, thank you. Thank you.

Marika Konings: And I can put those to - copy those first two reasons that it's relating to an Adobe connect so everyone can see that as well.

Alan Greenberg: Okay. Tim, you were trying to get in?

Tim Ruiz: Just a point of order about. You know, the group - I would just caution against this group deciding what, you know, solely what's in scope. So if the group decides that they do believe it's in scope, then I would - and this is probably what you're implying - that then we would want to go back to the Council and make sure that we get things updated appropriately through the Council.

Alan Greenberg: Yes, that was shorthand for that. If this group was wildly opposed to it, I think the message we would take to Council or not bother taking it to Council would be different, and if this group felt generally it was something that was reasonable to go back to Council to update the scope.

Tim Ruiz: Yes, okay.

Alan Greenberg: Yes, that's what I meant and thank you for telling us what I meant.

Mikey O'Connor: Mikey. I'm going to stick with my first thought which is - I'm reading the IRTPP charge. And I really think the IRTPP charge is fairly narrowly cast and is not aimed at what you're describing. So at a minimum, I think it's worth our time to expand the description of the problem and follow Tim's advice and maybe go back to the Council to (make aware that) this ought to be addressed. I guess what I am concerned about is both groups think that either the appropriate place is the other group or (unintelligible) fall through the cracks.

Alan Greenberg: No, I think what I generally heard in the last few comments was that the IRTP may be a good home to work out the mechanics if a policy needs to be changed, but that - whether it needs to be changed is something we could discuss if it's not already established and just a compliance issue.

I think I - did I phrase that- roughly the way the group had moved?

Mikey O'Connor: This is Mikey. That's fine.

Alan Greenberg: Okay. Any other questions on this? If not, I think we have some homework to do, but we will come back to it at a future meeting.

Okay, the next item is the schedule - the Seoul meeting and what we do about a possible conflict. Marika, would you like to review the problem?

Marika Konings: Yes. The latest version of the schedule some things has been moved around, which means that the post-expiration domain and recovery workshop -- our status update -- is now scheduled from 1:30 to 3:00 on Monday. And it's all partly scheduled in parallel to the ccTLD Fast Track meeting, but now it also conflicts for half an hour with the ACSO meeting, which is due to start at 2:30. So, the questions for the group would be should we try to find another place for the post-expiration meeting which might be a challenge because the schedule is already quite overloaded and undoubtedly probably in conflict with another meeting. And second...

Alan Greenberg: Marika, what's the overlap of the ccTLD Fast Track? At the beginning of us?

Marika Konings: Yes. It's at the beginning. That meeting starts as well at 1:30. And then it goes until 2:30.

Alan Greenberg: Okay.

Marika Konings: And the ACSO meeting starts at 2:30. So the second option would -- people say well half an hour overlap is, you know, not such a big deal. We just join after our meeting has finished. I think for now the (topic)'s on the table for discussion there, I think as well IDN Fast Track or another option would be to limit the post-expiration meeting to one hour to avoid overlap.

Alan Greenberg: Of course we don't know at this point who is going to be formally participating in the ACSO meeting. It could well be some people from this meeting -- from this group.

What's the general feeling of the group? Limit it to an hour? Or try to move and hope we don't have too many other conflicts as a result?

James Bladel: This is James.

Alan Greenberg: I'm sorry. (I didn't see the hands).

James Bladel: Question for Marika and I know you're doing the best you can, Marika, to scramble, but where are you seeing this level of detail on the Seoul schedule? On the posted Seoul Web site, we're just kind of seeing still some daily summaries and not a breakdown of different time of availability.

Marika Konings: Yes, this is still the internal schedule, and we're still working out some last details, but I just wanted to flag it, so that, you know, the group can decide whether they would like to try to find another place for it or limit the meeting. But, the meeting - the schedule is still in (flux) -- I just noted that the ACSO meeting had moved and already wanted to know that. I think the schedule is supposed to come out in the next couple of days.

Alan Greenberg: Mikey.

Mikey O'Connor: And then a question for Alan would be did we determine, help me with my memory here, didn't we determine at a previous meeting that this would be an open-to-the public workshop or it would just be a continuation of this group's activities or half and half? I'm trying to figure out whether or not we need that extra half an hour or if we can safely drop down to 60 minutes.

Alan Greenberg: This was specifically supposed to be a meeting open to the public to update and get input.

Mikey O'Connor: Okay. Then in that case...

Alan Greenberg: And we have to in the next little while flush it out a fair amount. There was some discussion related to whether this group should try to meet at Seoul. There is nothing on the agenda right now and the question is for those people who will be in Seoul, should we try to arrange something?

Man: (unintelligible).

Alan Greenberg: It may well not be on the formal agenda, but we may have to try to figure out something that works, if we want to try to meet face-to-face.

James Bladel: This is James again. Just from personal perspective, it's probably too late to be adding new things to the Seoul calendar, and I would then support the idea of limiting the meeting to an hour.

Alan Greenberg: Okay. Any other comments? I know Marika would like us to limit it because that's going to be a lot easier than to try to move it. Tim, you were one of the ones who jumped with me and decided we really needed an update in Seoul. I know we're not as far ahead as we hoped to be by now. What's your thought?

Tim Ruiz: I think it's probably the best answer is just to limit it. You know, I have a lot of issues with the way you schedule things like the ICANN meetings, but that's neither here nor there at this point. But it seems like the most practical thing would be to just limit it to an hour and make due with that.

Marika Konings: This is Marika again. Looking at the schedule (unintelligible) done very late, there would be another option to possibly do it from 5:30 until 7. I see that there is -- I would need to check to see if there's actually a room available, but on the schedule, I think most meetings tend to finish at 5:30. That will be another option, but of course, the risk might be that after long days, you might not have many people showing up at that time.

Alan Greenberg: Seven is awful late, especially given receptions and various other things that happen on Mondays. I would tend to say that's a bit too late.

We could do that for a private working group meeting, of course.

Marika Konings: What I can do...

Alan Greenberg: Depending on how masochistic we are!

Marika Konings: What I can do - I can, if they see any other slots that would work for an hour and a half and see if there's any place in the schedule that would be suitable and if so, share that with the group on the mailing list to see if that would work and an alternative would be to - and if not, limit it to an hour meeting.

Alan Greenberg: James?

James Bladel: Yes, I mean, before we have Marika go off on that - I am thinking Marika, but that's going to be quite a daunting task and it's going to send you off on a lot of different rabbit holes. I mean, if we can agree as a group and we are willing to limit this to an hour, I think that should settle it, correct?

Cheryl Langdon-Orr: Cheryl here. Works for me.

Alan Greenberg: Any other comments? I tend to agree also, so let's save you some work and we'll just change it to one hour.

Marika Konings: Okay, thank you.

Alan Greenberg: Okay. While we're on the subject of agenda lets take a straw pole of if we could find a reasonable time which may be slightly out of normal meeting hours, would this group want to try meet face-to-face for those of us who will be there?

Resounding - no sound. Do I take that as a no? James says he doesn't want to meet.

James Bladel: It's nothing personal - it's just that my schedule is, you know, I mean we've already taken over the weekends before and after and now we're having 6 and 7 o'clock breakfast meetings. It's just getting a little, you know, it's just getting a bit overloaded.

Alan Greenberg: I don't know what that symbol means besides James's name now. He's stepping away.

All right. We had no support and one very negative, so let's - next time we'll think farther ahead if we want to do this. If we're still around at the next meeting.

Okay, back to the agenda. Review of the public comments. Marika, you've put up a very nice spreadsheet here. Would you care to suggest how you foresee us walking through this?

Marika Konings: Yes, this is Marika again. Basically it's part of - tend to be more structured about how we deal with public comments and how working groups take them into consideration. We've been, you know, trying different initiatives (like new TLDs) and also for example, the (Fast Track) working group. We've tried to come up with some kind of method or matrix to demonstrate and facilitate review of public comments.

So what I tried to do here is group the different comments received based on the summary and analysis into this grid. Basically grouped together, you know, under the different questions and at the end you have the more general comments that relates and the idea would be that the working group goes through each of these comments, basically, you know, provide an opinion - might be we agree, we don't agree, and, you know, this is how the idea would be perceived.

Any of this information might be relevant for inclusion or consideration, of course, in the report. And then I added as well a category for next step follow up which might be some issues might require more discussion or more investigation or it might be just a point say well, this point should be included in the initial report, and things like that. So, that's the idea behind it.

Alan Greenberg: Okay. I have one question to ask the group before we start. There are at least one, and perhaps several, respondents to the common periods who are registrars or resellers.

Do we want to note that as we're looking at the comments? Or simply treat them as interested respondents, the same as anyone else?

I mean, I note all the participants in the workgroup itself did not respond.

Man: You got a hand up, Alan.

Alan Greenberg: Yes. James?

James Bladel: Yes and I think that there's some uniformity and you wanted to show them in separate or different, that's -- the question is are we going to do that to other stakeholder groups as well, or are we singling out registrars in particular? Or I'm just trying to understand (simply where are we coming from)?

Alan Greenberg: The reason I ask the question is because we're talking about a policy which -- as Mason has pointed out to us a number of times -- if we make any change it is going to have impact on registrars no matter how compliant they are with best practices. And therefore one presumes there is a vested interest in - from their point of view in the outcome as opposed to perhaps a more disinterested bystander. Marika?

James Bladel: I'm sorry, if I could respond...

Alan Greenberg: Yes, okay.

((Crosstalk))

James Bladel: You know, respectfully, I think everybody in the ICANN community and participants on PDPs have some interest, and if we get to a point where we

want to quantify that some are more interested than others and then singling out those groups and comments, I think that that starts to, in my opinion, go against the purpose of the public comment. So I would say either treat them separately or group everyone by stakeholder group.

Alan Greenberg: Okay.

James Bladel: One or the other.

Alan Greenberg: To the extent we can identify them. We can't always.

James Bladel: Yes,

Alan Greenberg: Yes.

James Bladel: Well if we can't identify them, then we go into either, you know, at-large or non-partial.

Alan Greenberg: Marika?

Marika Konings: Yes. It's Marika. I just wanted to point that out as well. One of the comments that has been included here is the one from the constituency statement of the IPC. They happen to submit their statement as part of the public comment. So it has been summarized there.

But the group might want to consider taking their comments together with all the other constituency statements once they have come in because they might want to consider developing a similar kind of matrix to review and consider those comments.

Other questions for the group - should we keep the IPC comments in here or would it be better to take them together with all the other constituency statements once they have come in?

Alan Greenberg: Mikey.

Mikey O'Connor: This is Mikey. I just wanted to sort of echo what James said. I think that we either want - I certainly have an interest as a registrant -- not in this set of comments -- but other registrants certainly are. So I think we either - I like James's notion of an even-handed approach, either no identification or identify everybody. But singling one out doesn't feel right to me.

Alan Greenberg: Okay, Jeff.

Jeffrey Eckhaus: I actually just wanted to disagree or not on the point that we don't - mine isn't an either/or option. It's I think that the people submitted the comment as is, and this sort of worksheet is supposed to help us with some organization, but you don't know - it's very tough to read into certain people. They might be saying, as a registrant, they might have other interests. I think just to leave it as is, that's how they submitted the comments I think makes the most sense. Any interpretation from anybody can lead to, you know, somebody saying, oh I'm going to discount that because they're this or they're that. So I would just - my recommendation is not to treat - it's just to leave it as is.

Alan Greenberg: Okay. (Mikaeli)?

Mikey O'Connor: Mikey. Yes, that's where I'd be too.

Michele Neylon: Okay. I'm just actually with the other side. I mean, I'm a registrant, a registrar and a reseller. So, if I had to make comments, how the hell would you classify us? I mean, come on. Anybody who goes through the trouble of submitting a comment has a motive for submitting it, regardless of whether they're taking it from a registrar's perspective, a registrant's perspective, user perspective or whatever.

I mean (unintelligible) took the time to respond, I think that - and take whatever comments they have and let's deal with them.

Alan Greenberg: Okay. Any other comments?

James Bladel: This is James. I just want to retract my earlier statement and say I agree with, you know, Jeff and Mikey.

Alan Greenberg: Okay, done. Shall we start?

Cheryl Langdon-Orr: Cheryl here, Alan. What about Marika's question as to redacting or removing the IPC and keep revisiting it as some (unintelligible) constituency?

Alan Greenberg: Oh, sorry, I forgot. Thank you Cheryl. I would support that since we're already going to be looking at the constituency statements when they come in, assuming there are others. And then I would support taking it out of this analysis. Any other thoughts? I can be overruled.

Mikey O'Connor: This is Mikey. The only thing that might goop that up is - is anybody from IPC beyond the call? Do we know whether that's sort of the official constituency statement or just somebody who...

Alan Greenberg: We can find out.

Marika Konings: This is Marika. It's not from IPC, but it was labeled as a constituency statement.

Alan Greenberg: Who submitted that?

Marika Konings: Let me check that - let me get back to you on that one.

Alan Greenberg: Okay. I was just trying to find the - I guess the only issue would be if there are two IPC statements at the end of the day.

Marika Konings: Yes.

Cheryl Langdon-Orr: Perhaps we should ask them.

James Bladel: Well...

Man: What a concept.

Alan Greenberg: ...if it actually said it was, then it is. I just don't find one with the name that I recognize for IPC in the comments.

Marika Konings: It was submitted by (Paul McGrady) and they said, attached please find IPC's comments to questions posted by the (unintelligible) domain name working group.

Alan Greenberg: Since we're asking exactly the same questions in the request for constituency statements, I think for the moment we will assume it's a constituency statement and if not, we'll do some backtracking after the fact.

Marika Konings: I'm happy to contact this person just to confirm that they're submitting another statement as part of the constituency statement.

Alan Greenberg: Okay.

Cheryl Langdon-Orr: That must be the (safest) options.

Mason Cole: Alan?

Alan Greenberg: Yes.

Mason Cole: I've got my hand up here.

Alan Greenberg: Yes.

Mason Cole: I'm sorry, I was just confused on the question that led into this. What exactly were you trying to answer?

Alan Greenberg: The IPC submitted the paper, which they said was their constituent - was the position of the IPC.

Mason Cole: So we're are just trying to clarify what...

Alan Greenberg: Should we consider it today with the public comments or should we fold it into the constituency statements, which are coming shortly from the other constituencies?

Mason Cole: So we're just trying to ask - trying to answer the procedural question.

Alan Greenberg: That's correct.

Mason Cole: Okay.

Alan Greenberg: Ron?

Ron Wickersham: I see that was my question. I didn't want to - I was only going to ask - it's not to rank - the public comments are in a different category than constituency ones and we have to pay more attention to one kind of comment than another? Is that not the case?

Alan Greenberg: Well, partially to the extent this is supposedly representing the whole constituency and not under one person's name. So it has more weight from that sense, but I would think not so much from having weight, but just a matter of process to consider them at the same time in the same process as the other statements - the other constituency statements.

Ron Wickersham: Okay.

Alan Greenberg: I think we have general consensus to delay unless someone is - wants to represent the other side. So we will exclude these comments in our analysis today and wrap them - fold them into the constituency statements. But in parallel we will double-check to make sure this is the statements and not a statement from them.

Are we now ready to start or is there something else I forgot?

You should answer the phone.

Okay. Marika, can you try to walk us through this then?

Marika Konings: Yes, happy to do so.

So, the first comment right to question one, would adequate opportunity exist for registrants to redeem their expired domain; and two, people have said there, yes there is sufficient time and opportunity.

I don't know if you want to take them one by one or if you want to take them - the three we're considering in this category together?

James Bladel: This is James.

Alan Greenberg: Yes, James?

James Bladel: Hi. Just quickly - I was trying to understand. We're not actually doing any kind of a deep dive on these particular topics at this time, is that correct? We're just trying to...

Alan Greenberg: No, we're just trying to get a feel for what people have told us before we go into the process of talking about them ourselves.

James Bladel: Okay.

Alan Greenberg: I mean, in one case, for instance, when we come to it, I disagree with Marika's summary of the statement, and I think we want to bring out those kinds of things or do we need to go into any more depth because we don't understand the point.

James Bladel: I'm thinking that, you know, personally, I'm looking at this list and I haven't had a chance to read through it yet. I thought that perhaps...

Alan Greenberg: Okay.

James Bladel: ...you know since it's the first time I'm seeing it, if we're not going to discuss the merits of each individual item, or as you said earlier, their category or what category does it belong to, and maybe it's more of a question of are we just doing a read through at this point or?

Alan Greenberg: I was assuming that since the document was distributed at the last week's - before last week's meeting, people have at least scanned it. Maybe I'm wrong on that.

James Bladel: If I'm the only one, then I certainly deserve the scrutiny that I've earned.

Man: (I'll stand with you James).

Alan Greenberg: You may not be. James has (his hand up), but I have a question for Marika first. You have one of the columns entitled, "Work Group Opinion." Do we really want to try to state opinions on the comments at this point?

Marika Konings: I'm happy to label it "Working Group Views," it's more a way to capture, you know, working with things when the opinion is on a certain comment as well as taking that forward maybe in the follow-up discussion to these questions.

Alan Greenberg: I mean, if you look at the first ones, I'm not sure how we would rate, what kind of comments we would make other than I think, one of those comments, if I remember the original -- actual words -- but it's not reflected in your summary, is one of them said, my registrar gives me adequate opportunity or something like that.

Marika Konings: I should point out, of course, that this is a summary of a summary. And the assumption is, of course, that people have reviewed the full comments, and, you know, if not, at least the summary and analysis because I just tried to fit in here in this (Excel spreadsheet) without taking up too much time. So, you know...

((Crosstalk))

Alan Greenberg: That wasn't a criticism. It was just, I did note on one of them and I'm not sure if it's the one we're talking about here, that extrapolations were made from their experience with a particular registrar.

Marika Konings: Correct.

Alan Greenberg: Okay.

Marika Konings: I think that comment comes later specifically singling out a registrar with whom you had that experience.

Alan Greenberg: It may have been the comments about notices.

I'm at a bit of a loss to know what we would put in these other than to say, noted. I mean, there are several people saying, yes, there's adequate opportunity, and there are some people saying there are not adequate opportunity. And I think one of them actually said, it's very inconsistent. That

would tend to tell me that this is - this is something that is worthy of our discussion because there's not unanimity in the community.

Marika Konings: This is Marika. On the third point for the (unintelligible) there, I think it was something that was raised as well in the Issues Report, you're basically saying there's so such thing as an opportunity, I've got no obligations to grant (APC or RPC). So that might be an issue for the group to consider or discuss.

Alan Greenberg: Okay, the implication being if there's no requirement, then it's really a matter of business models and the extremed (sic) whim of the registrar or reseller.

Cheryl, you had your hand up?

Cheryl Langdon-Orr: Yes, I was just going to see what the group thought about rather than analysis/view/opinion, however, we want to label of whatever (unintelligible) or otherwise. That we look at them in question (lumps), and under question one, we could take out from the workgroup now whether or not the next step would be that from this set of responses there is or is not reason to assume that there is or is not sufficient opportunity or too much inconsistency. So sort of lump them together rather than analyze them at great depth, which as Marika points out is a summary of the summary of the summary anyway.

Alan Greenberg: Anyone else on how to - their views on how to proceed?

In the absence of any other views, I will accept what Cheryl said, which I think is try to come up with a consensus of, is this an issue that we need to look at in more depth based on these comments?

Is that a summary of your summary?

Cheryl Langdon-Orr: Pretty close to it

Alan Greenberg: Okay. Now leave your hands up for people speaking or ticks or (crosses). I would say based on at least one comment saying there is not opportunity, another one's saying it's inconsistent and can't tell that this is something we need to discuss further.

No violent objection?

Let's proceed to Question 2.

Marika Konings: Question 2 -- what expiration related provisions and typical registration agreements are clear and conspicuous enough. There are a number of comments as well, grouped together. Some - did you want me to try to summarize under the comments? Or...?

Alan Greenberg: You could try that. I will issue my statement - skip my statement. I don't think - I don't know, but your summary of the summary, but the summary I don't think you characterized BL's comments accurately. The words you used were there, but not really in the context you used them.

Marika Konings: I guess I'd be happy for you to summarize it.

Alan Greenberg: Okay. Well, you - your summary basically says - BL says that they knew they were entering into a time-limited contract at the beginning. I don't believe that. I think we need to go back and look at BL. I think BL's comments were much more that -- there are problems.

I think the time limited contract was in relation to one specific thing in the comments. So I think we need to revisit that one. But I don't think we need to do that at this moment.

He or she made quite a long comment.

Marika Konings: I'm looking back on his original comments and it's very short what he put down for two and three. He put down, when one of the registrants takes the domain, he enters it into a time-limited contract with the registrar. He pays for one year or three years or ten years, but from the outset he knows how long it will be, any other way would break common commercial rules. As a courtesy, the registrar might give notice of pending expiree, (unintelligible) UK domains. But the registrar should be responsible for renewing it in a timely fashion.

Alan Greenberg: Okay. Maybe I misread the wrong comment.

Okay, I withdraw my statement until I can read this again and find out why I disagreed.

Marika Konings: I think that covers the first comment here.

Alan Greenberg: Okay, I did have - sorry I want to go back for a second just to make a note. Something I noted while I was reading the individual comments. We never said in the call for comments - explicitly we were talking about gTLDs. It might be implicit in the fact that this is a PDP of the GNSO, but I'm not sure everyone understands that intricacies at quite the same level, so I think we are assuming that these comments all apply to gTLDs but in fact, some of them might be in reference to ccTLDs. That has certainly been the case in the one-on-one discussion and workshop that we had. So just something to keep in back of people's mind as we go forward with it.

Marika, back to you.

Marika Konings: Yes, you are the second person and basically it says the agreements are pretty clear about expiring domain name, and the third person actually says they don't respect us enough and are there any provisions for cancellation are antiquated or unclear and, of course, (unintelligible) registrar many words to describe that registrants have no rights at all after expiration.

Alan Greenberg: A mixed bag at best.

Marika Konings: Yes.

Alan Greenberg: Sounds like another one that was questioned that was sufficiently well worded that we need to come back and talk about it in more depth. We certainly have the range of answers from everything is completely clear to everything is completely confused.

Any thoughts before going on? Cheryl.

Cheryl Langdon-Orr: Just a quick one Alan, because this is one of those issues that may bleed over if you notice the terms I'm using very deliberately, bleed over to future work where you get end user or consumer requests on simple clear language and concise contracts.

Certainly something that's happening in the telco industry in a number of countries, it comes back to what consumers expect in terms of their rights in a contractual basis and that clear synopsis and short form words need to be used, all that sort of stuff.

So it might be one of those things that is noted but not quite in the output of this workgroup, something that can be done much about.

Alan Greenberg: Understood. In the absence of Michael Palage being here I will use one of his statements of what we should be aiming at is clarity and predictability.

And if you look at the range of answers here of it's hard to find something and we - and people have absolutely no rights whatsoever, that certainly shows one side of it and countered of course with the other one saying the agreement's pretty clear.

Cheryl Langdon-Orr: Cheryl just responding again Alan, I mean it comes back to a simple test that one can do in all sorts of consumer relationship exercises and actually ask how many people even read a contract before saying yes.

The fact that it's clearly outlawed what your rights are or are not if you fail to read it means you don't know about it.

Not the problem that we're dealing with here but in effect in the real world and I'm not sure that we can in any way shape or form fix it, that we can you know so note it.

Alan Greenberg: Given that we know there are certainly at least some resellers and perhaps registrars who make sure to not - or do not make sure that their agreement is accessible before signing becomes even more interesting. James?

James Bladel: Yes, real quickly without getting into that latter point because I'm not sure that's a tangent we want to get off on to. But the question about - I'm going to stick up for Mr. Palage a little bit here.

I think the word he uses is not clarity but it's transparency. And I think that you know they're not necessarily one in the same, you can see what is happening and you don't like it.

Well you still had a chance to see it you know I think so it's a minor distinction I think that I just wanted to - and so everybody please when we're in Korea please let Mike know that I stood up for him. Thank you.

Alan Greenberg: Noted. Michele Neylon:? Are you there?

Cheryl Langdon-Orr: He can't have (music infill I don't) believe it.

Michele Neylon: (Unintelligible). I'm sorry.

Cheryl Langdon-Orr: Good Lord man.

Michele Neylon: What was I going to say? Oh yes, no it's just in terms of the thing with agreements and people not seeing agreements. I mean just as a point of information under - I mean a lot of the stuff to do with (heresy) and everything else is within the European Union it's pretty much moot.

Because we're all obliged under European law to publish certain information on our websites including tangible contact details and there's been plenty of case law about forcing people - ensuring that people have actually agreed to terms and conditions before they enter into anything.

So from the European registrar's perspective, I think we're all pretty much doing that, if not we're planting national European laws, never mind anything to do with ICANN policies.

Alan Greenberg: Noted. All right, no one objected to my summary of - on Question 2 saying that there was a wide range of responses which indicates we have more talk to do.

It's clearly not very cut and dry. No hands? Question 3.

Marika Konings: So Question 3, whether adequate notice exists to alert registrants of upcoming expirations and most commentators seem to agree that there's enough notice being given and several of them point out that if no notice is received it's actually due to an expired WHOIS data.

And there are a number of points that are related to that. One person did point out that the registrant might not receive notice because of their reseller problem, but then provide any further explanation as to what this reseller problem is.

Alan Greenberg: There was a comment in one of them which I guess I would strongly disagree with.

And the statement was something to the effect that the majority of people who have incorrect WHOIS information or unreachable WHOIS information do it deliberately to obfuscate who they are.

And I would not want to characterize that as the majority in the cases that we're looking at of expiring names.

There was one other - does anyone else have any comments while I'm trying to remember what my other comment is?

Cheryl Langdon-Orr: Cheryl here Alan, just to note that there's a few things going on in chat other than very picky comments of course. So if anyone does for example what some of the stuff that we have access here in Australia, I think that was what Michele Neylon: was just saying, just patch us now on the list and perhaps some of us can do that exercise as sharing these examples anyway.

Alan Greenberg: Okay, James?

James Bladel: I thought you were ready to issue a summary of question three so I'll lower my hand until that occurs.

Alan Greenberg: You're ready to just read the summary before I give it.

James Bladel: Not at all. It could have been....

Cheryl Langdon-Orr: You were just filling in time while Alan worked out what he was going to say?

James Bladel: No you've got to take your opportunities, you know?

Alan Greenberg: I will make the statement knowing full well what it says but I've lost it. Again I think we have a range of issues here from people saying things that are working well to statements that are a little bit fuzzier.

Certainly statements - or things not reaching the reseller - or registrant because of the reseller problem is not something that I feel comfortable in responding to.

Because although I can think of reseller problems that I'm aware of, that statement doesn't quite make sense. And at least some of the comments were talking about - were said in the form of my registrar gives me adequate notice.

Which I don't consider a blanket analysis because we know from this group alone that some registrars obviously do give adequate notice.

Cheryl Langdon-Orr: Sorry, on the way from my computer Alan, is anyone else's hand up?

Alan Greenberg: No, James is now but you started talking first.

Cheryl Langdon-Orr: Okay, Cheryl here and of course you know one of the things we have discussed in this workgroup is we'd like to savvy up the end user, a little education will go a long way.

And what those comments are saying is that some end users - registrants are in fact savvy enough to go hunting about to find one that fits their needs. Well that's a great thing.

It doesn't of course mean that you don't have any risk to the less savvy end user potential registrant.

Alan Greenberg: I will say that I have done a little bit of analysis of my own on this particular - I'm sorry, James had his hand up first, then I'll put my hand.

James Bladel: And this is really more of a side topic Alan, but I just wanted to say that I do agree with your assessment that saying - making the statement that the majority of folks use invalid WHOIS information are doing so on purpose I think is probably an indicting statement that is probably not true.

But I also think that maybe it's not out of place in this particular phase of the working group to comment on the voracity of whether or not the commenter is actually - whether we agree or disagree, I just wanted to point that out, that's all.

Even though I agree with you, I think it's maybe not the right time.

Alan Greenberg: On that particular topic, it may be true or not, the majority of people who have bad WHOIS information do it deliberately. I would strongly doubt that is the case in the cases we're looking at where people wanted to renew a name and weren't given notice.

That's a conflict in terms which I would disagree with whether it's right or not. One of the things that came up in my preparation for this is I went back to the RAA to say what does it say about notices?

Because we've had a lot of construction in the working group on what kind of notices various registrars give prior to expiration and post expiration.

And I ended up finding the wording in the RAA and it is - we use the term curious at best. The only place the RAA talks about notices is it says the original RAA prior to May said you must send a second notice essentially at expiration time.

I don't remember the exact wording. The revised RAA makes it a little fuzzier and says you must send a second notice prior to expiration I think it says.

Does anyone have any idea when you send in the first notice? The RAA is silent on sending the first notice. The only way you know there are two is it talks about a second one.

But there is absolutely no timing in the RAA about when this gets done. I believe the terms of the RAA would be satisfied if you sent one a second - two seconds and then one second before expiration.

And they would be satisfied. So my perception is regardless of what registrars are doing, the RAA itself is not very specific in saying what the obligations are.

And as I noted in the email I sent before the last meeting at least one registrar reseller that I've dealt with explicitly says we are not obliged to send any messages but we may send one as a courtesy which is a violation of the RAA as far as I read it. Michele Neylon?

Tim Ruiz: And Tim.

Alan Greenberg: And Tim after.

Michele Neylon: If registrars are breaching the RAA and there is proof to the registrars of breached GPRAA then surely that's a matter for compliance.

Alan Greenberg: Indeed, except out in this particular case it was a reseller, but yes.

Michele Neylon: No, no, no, it's irrelevant whether it's a reseller. (Destroy) the reseller argument out every time it is really valid because ultimately the registrar is responsible for the actions of the reseller.

The reseller has no contract with ICANN and is bound by the RAA which has been signed by the registrar. So if the registrar's reseller or any other party

who may or may not be doing things with domains isn't complying with the RAA, then ultimately it's a matter for compliance.

At least that's my understanding of it.

Alan Greenberg: If compliance can identify the case, remember compliance. Remember ICANN does not know who the resellers are. I'm not disagreeing with what you're saying at all.

Michele Neylon: No, sorry Alan with all due respect, if it's clear who - which registrar is the registrar of record, if the registrar of record is in breach of the RAA, be that themselves are unknowingly to a third party, then surely it's a matter of compliance.

Alan Greenberg: In theory, yes.

Michele Neylon: I don't - I'm sorry. I don't see how it's in theory. If - either - ICANN knows and everybody knows who the registrar of record for a domain name is, so I don't see how it's either a matter for compliance or it isn't because the reseller doesn't come in because they're not a contracted party.

Alan Greenberg: Okay. It - I think this is a good one to take offline.

Tim Ruiz: Can I just make a quick comment on that?

Alan Greenberg: Yes. Tim is next then Ron.

Tim Ruiz: I think the point is is that in regards to something like this, it's true, it's just a call for compliance to know up front or to take the lead, so to speak, at a guess in saying well, we can look at these particular resellers and tell whether or not they're compliant.

That's difficult to do, but it's difficult to do with 900 registrars and it's only going to get more difficult to do in the future with the new gTLDs and who know what happens with the separation issue and hundreds of more registrars.

So I don't think it's any easier whether it's registrars or resellers as far as trying to, you know, monitor compliance ahead of any problems.

But once a problem arises, then I think (Kelly) is completely right that even if it's a reseller, there's a way to figure out who that reseller is reselling for and the registrar is responsible for...

Alan Greenberg: Yes, I think we all agree on that.

Tim Ruiz: Yes.

Alan Greenberg: Ron, you had your hand up. Did you...

Ron Wickersham: Tim took my point, yes. It's covered. Thanks.

Alan Greenberg: Okay. Now I'll give my summary so we can have an objection to it or agreement.

I would say this one is far from clear. Certainly by contractually there is no obligation to provide very adequate notice. The RAA simply doesn't call for it - for anything.

And I think we need to look at this a little bit further to say should we be putting policy in place to require registrars to provide different types of notice or is what we have satisfactory at the moment.

I think the discussion needs to be held without trying to prejudge the answer.

Comments?

Marika and I had side bets whether we'd finish this early. We may actually do that.

Question 4 - was that agreeing with my summary or finishing earlier, Cheryl?

Cheryl Langdon-Orr: Well, actually the summary, but I'm happy to do both.

Alan Greenberg: Question 4.

Marika Konings: Question 4, whether additional measures need to be implemented to indicate that once a domain name enters the auto renew grace period it has expired.

A number of people raised here that WHOIS data are unclear and our confusing because it shows an expiration date that has been extended by the registry. So a number of contributors here suggest that, you know, change might be considered to that and using something like register expired and some other terms to clarify that for registrants and looking at that.

Some talk is about the notice on the Web site being mandatory and someone suggested (unintelligible) activation should be mandatory upon expiration.

Those are the comments received there in that category.

Alan Greenberg: I - without counting them, my impression was on this question we got more than the typical number of saying it is not clear and something needs to be done.

Is that what - Marika is that your overall impression, also?

Marika Konings: Yes, I didn't catch...

((Crosstalk))

Marika Konings: This is one where - this is one where there was some concrete suggestions for changing. I think that was one of the differences with some of the other categories where people just said yes it's unclear or, you know, there's not enough notice. But this one here, this is a category (unintelligible) suggestions were made by people about what, you know, what could be changed or considered.

Alan Greenberg: The implication means something should change. I have a question regarding the email discussion we had after the last meeting on the date that registries and registrars may be showing.

I don't have access to a domain which is in the process of expiring, so I don't have one where I can look at what's happening at the moment. Perhaps a registrar can provide us with some or registry, better still.

Can someone tell me exactly what it says? Tim made - I think it was Tim who made the statement that if you look at the data from the registrar who registered the name, it will be entirely clear what is going on.

Can someone explain...

Tim Ruiz: I'm not quite sure I quite put it that way, but...

Alan Greenberg: No, no, well...

((Crosstalk))

Tim Ruiz: All I was trying to point out was that both are accurate to their intended audience. WHOIS as the registry is intended for its customers which are the registrars, the registrars WHOIS is intended for its customers who are the registrants.

So that each is looking at the WHOIS intended for them, then you get an accurate picture of how, you know - as far as whether that's confusing or all these other kinds of issues, I'm not trying to comment on that, only that the intended recipients of the information, you know, they're getting what - they're getting accurate information.

Alan Greenberg: Okay, but I'm asking a more informative question, not to pass judgment. If I go to Network Solutions and query a domain which is just entered just past expiration with Go Daddy, and they show me the full -- forgive the expression -- the thick - you know, we're talking about a dot com, let's say, and they show me the full thing including all of the registrant names, what expiration date do I typically see there?

Anybody?

Ron Wickersham: This is Ron. I'll say in general, the - you do get the right information as the previous speaker pointed out. But the issue is historically they agreed.

So this is a change, although a few years ago, it doesn't represent, you know, everyone being informed that the auto renew change deviates from history but further it - the same term was used, even that's - this is getting into judgment whether it's clear or not rather than what the actual practice is.

Alan Greenberg: Well, but the question I was asking was I hoped simpler than that. Given that today we have auto renew with dot com, if my domain expired three days ago, the registry will have auto renewed for a year. So it's clear that the registry WHOIS will say next year.

If I go either the...

((Crosstalk))

Alan Greenberg: Okay.

Tim Ruiz: I can just say what Go Daddy does...

Alan Greenberg: Okay.

Tim Ruiz: And I think a number of other registrars were aware of something very similar, we for dot com, dot net, we would show the WHOIS that we have and the expiration date that's in our database, which would be, you know, it expires - it's already expired.

But we do conclude a link to...

Alan Greenberg: To the registry data.

Tim Ruiz: To the registry's WHOIS that you can look at that will show that the domain actually doesn't expire for a year.

Alan Greenberg: Okay, now...

Tim Ruiz: Whether that's confusing or not - maybe we need to relook at that, I don't know, but that's typically what we do. I think that's what you see with a lot of registers...

Alan Greenberg: But let me...

Tim Ruiz: When you get thick registry, things get a little bit more complicated, of course, but you've got some registrars who will just pull the data straight from the thick registry and then thick registries aren't even - won't even do the same thing. So it's...

Alan Greenberg: No, I understand. And we're just talking for this particular bit of the discussion just for thin. But if I go to a generalized WHOIS service or to some other

registrar, the only way that they can get the name of the registrant is by going to the registrar's WHOIS data.

Is that - I think that's correct.

Tim Ruiz: That's correct, yes.

Alan Greenberg: So where - what date will they show? Are you saying they will have two dates to pick and they have to pick one of them?

Tim Ruiz: I think typically registrars will show the data in their database. That isn't necessarily a hard and fast rule, but that's typically what...

((Crosstalk))

Alan Greenberg: Well, what do you mean by their database? We're talking about a third party who is neither the registrar nor the registry.

Tim Ruiz: Well, who can say what third parties do? I mean, they can do anything they want. That's one of the reasons why we put in certain limitations on our WHOIS so that we can have - we can limit what these third parties get.

I mean, you know, there's - we don't know what they're going to do with that data or how they're going to display it. We're not particularly thrilled with third party WHOIS services for that reason.

I think it's hard for anybody to say what they typically do. There's so many of them.

Alan Greenberg: But what you're implying is they - that another registrar or a non-committed - a non-affiliated WHOIS service may well provide the next year's date instead of the three days ago date.

Tim Ruiz: It doesn't matter what registrars or registries do. Third party WHOIS providers are going to - they can do anything, right? No matter what we do as far as policy is concerned, I don't think, you know, we should get too concerned about third party WHOIS services are going to do because they can still do whatever they want.

Alan Greenberg: I guess I would disagree. If I was having problems with my registrar, I may well want to go to a third party and see what they say.

Tim Ruiz: You may, but that third party can say whatever they want is what I'm trying to tell you. Regardless of what is in anybody's database, they can make up their own stuff, right?

Alan Greenberg: Well, they could indeed pick a date in the middle of the year or six years from now or six years ago, but assuming that - I guess I would...

Tim Ruiz: Assuming the third party...

((Crosstalk))

Alan Greenberg: They're taking data that's coming in over the line from me to the registrar or the registry?

Jeff?

Jeffrey Eckhaus: I just - one thing I just wanted, I guess, maybe hopefully Tim I can kind of clarify what you're saying and I think I know what it is that these independent services are not beholden to anyone to show valid information.

And they might be - that's all I'm saying. They could put whatever they want, whatever it is, not - you know, it could be completely wrong data. They could say, hey, we're going to do it this way because that's the way we like to show it. There's no rule for them. They're not contractually obligated.

I think - is that, Tim, what you're trying to say? I think - hopefully I'm trying to get at what you're trying to say about the third party there.

Tim Ruiz: Yes, yes, exactly. I mean, I think that to me, you know, if a registrant goes to a third party, you know, to rely on that information I think is just - is a fallacy and they ought to be educated against it in my personal opinion because we have no way of controlling what the third parties are going to display or show.

That's exactly the point.

Alan Greenberg: Okay, but...

((Crosstalk))

Man: Can I get in the queue, please?

Alan Greenberg: Okay. I just want to clarify the question I was asking and then we'll go back to the queue.

Right now if you go to a registry, will they - for a thin registry, will they only show you the registry data or will they attempt to show you the whole data? If I go to VeriSign? I haven't tried at this moment, but...

Man: It's just registry data. That's...

Alan Greenberg: They will only show registry data.

Okay. I don't know who I heard on the line trying to get in. Michele Neylon: is the next one with his hand up.

Michele Neylon: I think, look, ultimately a lot of this stuff comes back to education. I mean at the moment we're working on implementing WHOIS so that we're compliant with the RAA, where relatively new registrars will be relying on other people.

And, you know, we could implement WHOIS in whatever way we wanted to, as long as we complied with contracts and everything else.

And one of the points that I was trying to get across in the email changes during the week, was that in some respects a lot of this could be clarified possibly at the registry level. If the flags and the WHOIS were clearer. Now as Tim rightly points out, there is no way for anybody to know what a third party WHOIS service is going to display.

((Crosstalk))

Michele Neylon: Most registrars are going to run some form of rate limiting to protect their WHOIS server. So if, for example, you are a very, very large registrar with, you know, several million - your WHOIS server is going to be pounded all day long with (unintelligible) requests. But if you see hundreds of thousands of requests coming from, say, my IP address, you're probably going to block or limit the number of queries that that IP address is going to be able to perform; which means the amount of data they're going to pull back, they'll probably end up caching it, so it could be out of date. It could be completely inaccurate. It's not going to be 100% reliable.

Now I would grant you the point that it's impossible really to know where somebody's going to go to look up the WHOIS data. So but it's kind of going round and round in circles. But, you know, ultimately I think, you know end-user education is probably the solution to this.

Alan Greenberg: Mikey?

Mikey O'Connor: I think there's people in front of me in the queue. Are there?

Alan Greenberg: You're the only one with a hand up right now. I'm not sure...

Berry Cobb: This is Berry. I'm not logged in.

Alan Greenberg: Okay, Berry, then.

Berry Cobb: All right, thank you. This is Berry. So, you know, I think one way for us to look at this is not necessarily just from a registrant perspective, and regardless of whether it's third-party WHOIS or from a registry WHOIS. But, you know, there are other people out there in the market space that are looking for domain names and waiting for them to drop, as an example, or to expire, in hopes that they can acquire them. Yes, they can choose to backorder them through their provider of choice, or they can choose to go the manual method.

But in aspect to the openness and transparency, regardless of which WHOIS area that I'm going to look up, if I go to Domain Tools or I go to a registry database, if I'm going there and I'm not even a registrant, and I want to be fully aware of when a domain expires and what's happening to it afterwards, often more than not what happens is that that domain name expiration date gets updated because of the auto-renew. And so the person wanting that sees that it was renewed. They can't tell if it was renewed by the registrar as a service, or if it was renewed by the registrant because they were on top of it.

And so that's where the transparency starts to lose out. We don't have, whether you a registrant or not, you don't have the visibility of what's really going on with that domain name. And that will conclude my point.

Alan Greenberg: Mikey?

Mikey O'Connor: I have to admit that I've been fooling around with domain names for a long time, and this is the first time I'd ever come across divergence.

So my question is really basic, and that is, you know, when I look at my domains right now, none of them are expired. The date's the same. And

presumably that's the case most of the time between the registry and registrar databases. There's a limited period of time where those dates diverge. And I guess my question is, is that period where the registry database shows a year later, is that the auto-renew grace period then?

Alan Greenberg: That is the auto-renew grace period, or the registrant has actually renewed. Is there anyone else still on this call? Or am I alone?

Cheryl Langdon-Orr: No, we're still on the line, Alan.

Alan Greenberg: Okay.

Mikey O'Connor: It's that last part, Alan, that I guess I'm confused about. If the registrant has renewed, don't the databases converge again?

Alan Greenberg: They should.

I'm sorry. You were asking when they diverge, what does it mean.

Mikey O'Connor: No, no, no. I just want to know what interval are they, do they diverge. Is it only the auto-renew grace period? Or is there some other period, too?

Alan Greenberg: Well reportedly, though I don't have any specific cases, reportedly if you renew for multiple years, some registrars will do the full renew with the registry and some will not. I don't know if that's fairy stories or it really happens, but that's another example where they could differ if it really happens.

Mikey O'Connor: I think that, you know...

Alan Greenberg: That's not relevant to our discussion, however.

Mikey O'Connor: Right. This is just - it seems to me so basic. That if we have, you know, I'm going to go in to geek mode here. If we have a data element that has a different form and function than another data element but the same name, then at a minimum we ought to change the name on one of them.

Alan Greenberg: Why didn't anyone think of that in the beginning?

Cheryl Langdon-Orr: We're all rushing for our little green ticks.

Mikey O'Connor: Sorry. I'm way behind the curve on this, and I never heard of this before. I'm sorry I'm so out of the loop. But, you know, I guess, you know, I have been fooling around with domain names for a long time, and if this is coming as a surprise to me, then surely there's one other person on the planet that...

Cheryl Langdon-Orr: Yes.

Alan Greenberg: And it sounds like, from what Tim is saying, that from the registrars point of view there are two data elements in their database -- the expiration date that they present to the registrant, and the one they know the registry is holding. Tim, am I mis-stating something or am I coming to a conclusion that's not true?

Tim Ruiz: Well it's not in our database. I mean when we - we just have a link to the registry WHOIS.

Alan Greenberg: Okay. So you do it dynamically.

Tim Ruiz: Yes, you know. The discussion here might be making an argument as to why it would be a good idea, but, you know, we don't store that in our database. The only date we have is the date of expiration.

Alan Greenberg: And the other date, some other registrar may store them in their database.

Tim Ruiz: Yes, you know, I can't answer that.

Alan Greenberg: Mikey, are you in the queue again? Or still from the last time?

Mikey O'Connor: Oh, no, I'm dozing.

Alan Greenberg: Okay, Ron?

Ron Wickersham: Yes, and then this is like further afield. But just for clarity and transparency, I guess, once the data is changed that you can get by going to this WHOIS, you can't ever say what it was a few minutes before. Or is there a place that the public can go to find out what it was a month ago, or a year ago?

Alan Greenberg: I don't think the Web archives caches WHOIS's.

Ron Wickersham: Right. So if someone feels that they were abused by something, they have no way to demonstrate that they were abused.

Alan Greenberg: Well there may well be logs that are auditable somewhere in the world.

Cheryl Langdon-Orr: Cheryl here, Alan, and of course the average registrant would have access to that knowledge.

Alan Greenberg: Of course. The average registrant is at least three steps ahead of all of us here, so we have to assume they have a good grasp of these things.

Cheryl Langdon-Orr: Of course.

Alan Greenberg: I think we've established significantly that there's some level of confusion. Whether it's a reasonable level of confusion, we can decide later. But I think there's some level of confusion. Will anyone out there argue with me on that conclusion?

Cheryl Langdon-Orr: Now I'm confused, Alan. Go ahead.

Alan Greenberg: I think we have seven minutes and Question Number 5 to go. We will not end early.

Marika Konings: Yes, because we have a lot number of general comments. So Question number 5, what is to allow the transfer of a domain name during the RGP. Reading the comment, I think there might have been some confusion. At least I interpreted the question as being should registrant, at the time of expiration, be allowed to transfer the domain name to another registrar. And I think some of the commentators have interpreted the question differently, you know, being whether it should be transferred to someone else.

So there's been a mixed bag. Should it be allowed during RGP? And someone pointed out that the question's premature as transfer's not even allowed in the auto-renew grace period, a point that Alan raised before. And some pointed out that a transfer should not be allowed apart from a transfer to the original registered nameholder, which I presume assumes that it would go from a third party back to the RAE.

Alan Greenberg: Yes, I think that one was referring to a different form of the word transfer, not transfer registrars, but transfer registrant. So that one I think is a confusion in the terms, and I think we can discount that particular one.

I would also like to discount the statement or statements that say that the registrant has no rights at post-expiration; therefore the question is clearly they can't transfer it. I think there's well-established doctrine within ICANN that until, in the more traditional sense, until it was deleted and went through the RGP, the RAE -- the original registrant -- still does have some rights, you know.

Remember, we use terms here of owner, but in fact we're not selling an entity. We're registering it. And I think there's established principle or we

wouldn't be having this discussion at all, that post-expiration the RAE still does have some rights. We need to determine what they are and maybe change them, but I don't think we can take the stand that there are no rights at all.

Man: Where do you see that one?

Alan Greenberg: In the summary of the very first comment, Question 5. Registrants are not the owner of a domain name and should have no rights to it.

Man: I think - isn't that registrars?

Alan Greenberg: Oh, sorry. You're right. It was actually said, though, somewhere, I believe. But sorry, I was misreading that one. So we can retract my dogma. I think there was an actual comment that did talk about that, saying post-expiration there are no rights. But you're right. It is not that one.

Mikey O'Connor: So the homework ate the dogma in this case.

Alan Greenberg: I'm not sure I can even parse that one.

Cheryl Langdon-Orr: Oh dear, quit (unintelligible) Marika and get on with it.

Alan Greenberg: Okay. To be honest, I don't really want to have a substantive discussion about this one, because I don't think it comes up very often right now. And when we've established the rest of the rules that we want to change or not change, this one may be a more relevant question. I would prefer not to spend a lot of time discussing this one at the moment, though.

Anyone desperately want a discussion in the next three minutes? All right. I would suggest that we defer the general comments to our next meeting. I would encourage, if anyone has any thoughts on the ones we've already

covered, to continue it on email. I know there's one or two that I want to continue on that point.

And our next meeting - are we meeting next week? Is there any reason not to meet next week? That would be October 6. In the absence of any objection, we are meeting a week from now. I thank you all for your time. And let's continue.

Cheryl Langdon-Orr: We just want to make sure you do finish early, okay, Alan.

Alan Greenberg: Well we started four minutes late. We're finishing two minutes early. I think we're doing okay. I thank you all.

Marika Konings: I think I still won the bet, Alan.

Alan Greenberg: I'll give that to you. I'll give that to you. Even if we didn't cover the general comments. And we're off before your mobile phone expires.

Marika Konings: It already did and I dialed back in.

((Crosstalk))

Alan Greenberg: I foolishly opened the meeting view in a different tab this time, so I can't see it in parallel. Thank you all.

((Crosstalk))

END