ICANN Transcription IRTP Part D Working Group meeting Monday 21 October 2013 at 15:00 UTC

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http://audio.icann.org/gnso/gnso-irtp-d-20131021-en.mp3

On page: http://gnso.icann.org/calendar/#oct

Attendees: James Bladel - RrSG Chris Chaplow – CBUC Kristine Dorrain – NAF Barbara Knight – RySG Volker Greimann - RrSG Mikey O'Connor – ISPCP Holly Raiche – ALAC Angie Graves – CBUC Graeme Bunton - RrSG Apologies: Avri Doria – NCSG Kevin Erdman – IPC Paul Diaz - RySG ICANN staff:

Lars Hoffmann Julia Charvolen

- Coordinator: And pardon me, everyone, this is the operator. Just need to inform you that today's conference is being recorded. If you do have any objections you may disconnect your line at this time. And you may begin.
- Julia Charvolen: Thank you, (Lori). Good morning, good afternoon, good evening, everyone, and welcome to the IRTP Part D Working Group call on Monday, 21st of October, 2013.

On the call today we have James Bladel, Mikey O'Connor, Chris Chaplow, Holly Raiche, Barbara Knight, Kristine Dorrain and Angie Graves. We have apologies from Kevin Erdman and Avri Doria. And from staff we have Lars Hoffman and myself, Julie Charvolen.

May I please remind all participants to please state their name before speaking for transcript purposes? Thank you and over to you.

- Mikey O'Connor: Now the big question is which you is it over to? James, do you want to run it today or do you want me to do it?
- James Bladel: Well, yeah, why don't I kick us off here until we get to and then have you walk through the draft. But the first step, I guess, is just to give everyone an opportunity to jump in and amend their SOIs. Any takers? None for the record.

And then for the record anyone have any comments on the agenda? Which was - thank you, Lars, I know we were kind of up against the wire on that one. And none of those.

So - but, Mikey, do you want to walk us through the draft that was circulated for the drafting team?

- Mikey O'Connor: Yeah, let me do that. Oops, not that one. Well...
- James Bladel: So this is a new...
- Mikey O'Connor: Sorry, I clicked the wrong button so we're going to get a lot of crud. I'm going to stop sharing for a minute. Just...

((Crosstalk))

James Bladel: ...pretty cool app though.

Mikey O'Connor: This is my whole day. It's just been one spectacular flop after the next so I apologize. Just a second, let me get...

James Bladel: No worries.

Mikey O'Connor: ...the right application running and the right document in it and then we'll...

James Bladel: While you're doing that is that H in the...

((Crosstalk))

- James Bladel: Is that Holly?
- Mikey O'Connor: The mysterious Holly.
- Holly Raiche: I'm not trying to hide seriously.
- James Bladel: Just confirming that we didn't have an extra guest.
- Holly Raiche: No, no.

James Bladel: I think we now have to click the agreement to the ICANN participation and I think there's something in there about participating anonymously. I don't think they allow that.

Mikey O'Connor: Yeah. That's tricky. Okay, I think I'm ready now to share my screen and not totally bewilder the rest of you. Another minute. One last small bewilderment there.

Holly Raiche: There you go.

Mikey O'Connor: All right so here's what we got. So the drafting team got together last Friday and we've got some work to do on sort of the technical level. But we also decided that it's probably not worth doing a lot more of that work until we get a few basic issues confirmed.

> We think we know where we're going as a working group but we decided it was probably a better idea to take these issues back to the group now because, for the most part, these are turning into policy issues rather than drafting issues.

And so what we did is pushed the mind map into a new Word document and renumbered it. And I see that Kristine is on the call. And I'm glad that I'm able to brag that, as you can see, we now have a numbering system that meets with Kristine's higher standards than were embodied in the last round of this document. It's much easier to understand now.

And so anyway what we thought we would do is push this back to the group and let the group start working on it given that many of the charter questions, A, B, C, D, E, F are sort of embedded in here.

And so the first part of this I want to highlight, we haven't really finished yet. We've got some ideas in here but what we really want to do is get your thoughts on some other things first.

I'll scroll forward. And the first big change is that we've added this notion that a registrant can get access to this process. And these are all sort of hooked together. Oh, Holly, you're sort of singing along in harmony, you may want to mute. It's kind of distracting when...

Holly Raiche: I have. I have.

Mikey O'Connor: Oh well you're still coming through loud and clear. Anyway - and so, you know, I think that's one that we'll put - I think I'm going to build sort of a list as

we go. That registrants have access to the TDRP. And I think that's an open question until we can figure out the who-pays thing. You know, I think everybody is fairly comfortable with it if we can work out the details. But the devil is in the details. So that's the first substantive change.

The other two are pieces that were in the existing policy but they've been pulled out and put in this standing section. And this is one of the mechanical things that we'll want to do is check and make sure that we haven't inadvertently changed something.

One of the implicit decisions that we made and this is another one that we need to sort out some policy issues on first is the notion of an appeal. Oh, James, your hand's up. Sorry, I've been - I haven't been looking over there. Go ahead.

James Bladel: Oh sorry. I just put it up because at the previous section one of the things that we're going to have to account for - and maybe it makes sense to tack it in here - is that resulting from IRTP-C is this concept of a change in registrant even if the change in registrar does not occur.

So I'm wondering if this is an appropriate place to include that scenario of a change of registrant and then - but I think that that does take us down an entirely different flavor of rabbit hole and we would need to be mindful of that. But it seems like that's where it would go.

Mikey O'Connor: That's a good one. I knew there were - I think this is great. I think we're going to have a very productive day because I think what this can do is kind of create our punch list of policy issues that we have yet to resolve so that's a good one. Thanks, James.

Everybody should be doing what James just did and sort of saying now wait a minute, don't forget this other thing that we need to talk about so that's a good one.

Okay...

James Bladel: I was just thinking that that should belong in Section P as perhaps a fourth point. Just putting that out there. Thanks.

Mikey O'Connor: Yeah, well we'll put it in as a tentative - and in for registrant claimants cases of change. And this is probably a good time to give Kristine and Barbara a heads up. We think about the flow of this policy whether we're injecting something that's really interestingly different.

I don't think we solve this today but just start thinking about that because the computer programmer in me says hmm, there's enough different in there that this - we may have to go through the whole flow of the thing and make sure that we haven't left something out. That's part of the reason I'm so interested in that one.

Okay all right so the appeal one - this is sort of a conditional branch. If we eliminate the registry layer from the policy then this one would go away because the only thing a registrar can appeal is a registry decision. They can't appeal decisions of the dispute resolution provider.

And so this, you know, I think I'll start putting notes in here. I think that's probably a good idea. This section. So that's the note on that. The next one is a section - this is another one where the drafting team pulled a bunch of stuff from various places in the existing policy and highlighted it in a new section so that's the first bit of news.

But then the second and question for the group is we left the language the same. We left it at six months. And that's an open question. Yes, from the policy standpoint is whether we want to change that, leave it the same so on and so forth so we'll put that in as a note.

Because we aren't done with that discussion - the drafting team didn't make any choices for that. And these two pieces of language are straight out of the old policy. They're in different places. But that's not new language.

Same goes for this section, Section E. These are sprinkled liberally across the existing policy. And we've pulled them into one pile. And, again, this is a section that may go away. So that's sort of - I think the big news on that section. This is much easier to understand. Kudos to the drafting team.

The next one is the options or registrars followed by the options for registrants and registrant claimants. We separated these because registrars have a few more options than registrant types. So I'm catching things here as I go because those numbers are wrong now.

And again this is one where we've already highlighted the fact that this goes away if we eliminate that option. That's part of the reason why we needed to come back to you all is because we didn't want to make these choices for you, we wanted choice first and then drafting.

This is a new section. This is the options for registrants and registrant claimants. And this is also where we've got an open question about the hoops that we need to take them through which we started to describe last week but didn't finish. And so these options need to be worked on.

And then this is old language; the fact that the dispute resolution panel is a full stop. Once you get through that process you're done. You have to go to court if you want to go further. And that's out of the old policy.

But I think it surprised people and I like this new version because it sort of brings some of these things forward. Yay, Volker's on. Oh and we can say bad things about him because he can't say anything back. Don't forget to send the thick Whois thing in, Volker. We'll all whine at you if you don't. It's due by... Volker Greimann: I think I already did. And you're in CC.

Mikey O'Connor: Hey, you're in. Oh that's great. I'm glad to hear that. Oh look at that. Sorry, folks, but the thick Whois Working Group came to full consensus last week. And we forwarded the motion and the report to the Council in time for the next Council meeting and all thanks to Volker for doing that.

> But we couldn't find him this morning because we're pretty sure Volker was celebrating pretty hard the 15th anniversary of Key Systems. We were worried that you were passed out under a table somewhere.

Volker Greimann: Well thanks for name dropping. But I just had the regular after-weekendqueue of emails that I was working through, that was all.

Mikey O'Connor: Okay. Well thanks for sending that along, that's great. Okay...

((Crosstalk))

Mikey O'Connor: Remedies is another piece that we have not changed but we've pulled from several parts of the existing policy into one pile and basically says okay well, there are only a couple of things that can happen. Either the transfer is approved or it's reversed. And, again, this last bit disappears if we eliminate the registry layer. Put that note in there too.

And then this is sort of odd language we may want to revisit. The reason that this is in here is because a registry can issue a decision of - a finding of no decision. That's up here. And this also disappears I think if - I'm just going to put a kind of drafting question mark here because, you know, this is sort of responding to the previous clause and we need some legal minds.

Oh, I've got a note from Kristine. Put that in there. So is that a separate - I'll put it in as a separate section, Kristine, and then we can fix it later. Thanks for catching that.

Okay, good catch. This is the kind of stuff the drafting team was going through all the time. So it's like when you see me doing something that you want to fix just chime in. Don't be shy.

Then we have the two sections that talk about the two outcomes, the reversing and the approving. I think both of these probably need something to do with the change of registrant. This is the part of the policy that, you know, isn't quite right because this is aimed at an inter registrar transfer and we're going to need to include something when it's - that clarifies what happens when it's a change of registrant.

And here's our no decision. This is language out of the existing policy. This is essentially saying that this gives the various dispute resolvers, the registries and dispute resolution providers, an option to go back and ask for more information if they need it. This can't be an end point; it can only be an intermediate step.

And then this is the one that if we eliminate the registries than this whole section would go away because there is no option for a dispute resolution provider to do no decision; they have to decide.

Okay. Then we've got another heavily-revised - but our main goal was to preserve most of what's already in the policy especially in the case of the first level disputes, again, with our little caveat that this may all go away.

I think this is straight out of the existing policy. And then this is where we would be doing the dispute resolution provider. And I believe that this is also unchanged from existing policy. But we have the - this is one of the discussions that we still need to - we still need to have. And I think we've

actually come quite a ways since this so this is - I'm actually going to amplify this because of the conversations that we've had since then.

Kristine, oh, I see your note. It's there as 4 but needs to be included in 1. Let me just roll back.

- Kristine Dorrain: Yeah, Mikey, it's possible it's there. I just maybe misread it. I think it's included in the Number 1 as just approve.
- Mikey O'Connor: But we have approve.
- Kristine Dorrain: Yeah, I think it's there.
- Mikey O'Connor: Oh so maybe we're okay. Can I take this out then?
- Kristine Dorrain: Yeah, sorry. I didn't correct myself because I thought you were moving on and I didn't feel the need to go back. Sorry.
- Mikey O'Connor: No worries. That's fine. Okay, I'd rather be overcorrected than under corrected so that's not a problem. I think the general provisions, which is where we're at now, is pretty much oh this is the fees, we've already been through that. Court proceedings is straight out of the current this is straight out of current but everybody should read these carefully just to make sure they still make sense.

And then this is one that doesn't exist today in the current policy. And we need language there. It's surprising that it doesn't exist in the policy today but it doesn't. And, you know, we may want to mirror the UDRP or something but.

James Bladel: Mikey, it's James. I have a question.

Mikey O'Connor: Go ahead.

- James Bladel: Sorry, hit the mute button before I raised my hand there. When we say it's not there whose liability are we limiting or seeking to limit?
- Mikey O'Connor: I think we're seeking to limit ICANN's liability. I think that's the whole point of these process...
- James Bladel: I think we might want to...

((Crosstalk))

- Kristine Dorrain: Yeah, this is Kristine. This is Kristine. It's 3. It's ICANN sorry?
- Mikey O'Connor: Go ahead, Kristine.
- James Bladel: Yeah, well go ahead. I would be interested in hearing what...

((Crosstalk))

Kristine Dorrain: Yeah, the UDRP and the other policies have a standard language that says that in participating in the TDRP except for intentional negligence the - or intention of wrongdoing, I guess, not intentional negligence, intentional wrongdoing, the parties may not sue ICANN, the provider or the panelists.

And basically it's because we're just there sort of off to the aside, you know, just like adjudicating the dispute, etcetera. But unless we actually do something wrong, ICANN or the provider or the panelists, then we can't just be brought into every single lawsuit between the parties. Otherwise what happens is the parties try to bring us in when they want to sue between each other so it stops that and it's not in there.

James Bladel: So, thank you, Kristine. And I don't want to put words in Barbara's mouth. But as a registrar, I think we would certainly like to avoid a similar situation where two of our customers are in dispute and we are - and I think we see this today where we're frequently named as co-parties or codefendants to domain name disputes between two third parties.

So I think, you know, mirroring the UDRP - existing UDRP language is good but I think we should also take a look at whether or not that needs to apply to registries and registrars as well.

Kristine Dorrain: Yeah, if I can just respond? This is Kristine from NAF. I want to be clear. It does actually absolve the registry and the registrar as well - the UDRP's policy - or limitation does. The difference is that I think for here - at least one level of this policy is between registrars who may actually sue each other. Excuse me.

We have to really be thinking about how we would draft that language so that when the registrars are in dispute assuming they're going to sue each other, well they can do that because they're the parties. And then the registry would be immunized.

You want to - and then if it's - if we do allow registrants to bring these disputes then I think you're right, I think to the extent that we need to limit liability of the registrars I agree that that's probably something to discuss as well. I think it'd be kind of tricky to write that though. So we just have to think about how we would want to say that.

- James Bladel: So sorry to jump the queue. This is James again. As part of our work to set up these - kind of registrars working together we do have kind of a mutual indemnification language that - let me see if I can dig something up. I'll just leave it at that.
- Mikey O'Connor: Oh that'd be great if we've got models that are successfully being used elsewhere, by all means...

James Bladel: Well, I don't know - I guess, Mikey, my concern is I don't know if they're direct, you know, drop-in applicable to this situation and they may be jurisdiction-specific and maybe we don't even want to share it, I don't know. I'll have to look into it though.

- Mikey O'Connor: Okay. Well that's good. You know, I'm glad that we stopped on this one because clearly this is one we're going to need to work on a bit. Kristine, go ahead.
- Kristine Dorrain: Yeah, just in the interest of quick throwing out solutions just to be clear there's a little pit on limitation of liability in the UDRP policy. But on the actual language that the complainant has to agree to is in the rules.

So one way to solve the problem I guess just as far as, you know, who says what about when is when we break down the rules and we say if you're a registrar, you know, here's the set of complaint rules that we you need to comply with. And here's the limitation of liability language you need to include. If you're a registrant here's the limitation on liability language you need to need to include.

And we - I think it'd be - I think actually that ends up being a pretty simple way of solving the problem. So maybe it's not such a big deal after all to say, you know, we can pretty clearly bifurcate, you know, who the complainant is and make the limitation of liability rules based on who that party is.

And then like you said then maybe something like James suggested is already in existence between two registrars. So in the event that there's two registrars that are, you know, duking it out through the TDRP and they decide to sue each other there may be some, you know, information or some, you know, some basis or form language surrounding that. So I just thought I'd throw that out there as an option while we're thinking about it.

- James Bladel: Thanks. And I agree and I would I'll wait to see any language on that. I think my concern is not so much the scenario you described, Kristine, but more where someone is suing their hijacker and includes the registrar that failed to stop the hijacking I guess, failed to detect the hijacking.
- Mikey O'Connor: Yeah. Yeah, good stuff. And, you know, I like the possible path through this that Kristine put us on which is, you know, make the rules based on who the parties are so good, good, good.

I just realized I'm not tracking changes so I will do a version comparison and highlight these changes as I send out the next version of this. Okay so here we are now done with the policy part, that's another big difference between this draft and the existing policy is that - and I can claim no credit, this is all because Kristine is really smart about this stuff.

But I completely endorse this notion of simplifying and clarifying this policy by separating it into more easily understood chunks. So the policy front end is probably where we are going to spend most of our time. But we also pulled - and I think we, the working group, are going to have to make sure that the rules align with the new policy as we go. But this is now kind of one level of detail down.

And so there's a whole definitions part that doesn't have anything right now. That's to be drafted. I'll just put a marker in there. And, you know, we may -Kristine, did we really do this on purpose? Do we really have a separate definition section for rules as opposed to policy? Or should we just have one definitions section for the whole...

Kristine Dorrain: It's in there as a placeholder I think. The UDRP doesn't have any definitions in the policy and puts them all in the rules. But because there's some sort of defined parties and defined terms there I think it's necessary to have definitions in the policy. So we left it there just in case there are things that show up later that need to be - that are unique to the rules that need to be defined. We may just take that out.

Mikey O'Connor: Okay doke. Okay so now the stuff that's there on the page is about what gets submitted in the form of a complaint. And for the most part this is stuff that's in the existing policy; we just rearranged it again. Oh and Kristine makes a good point that it's way easier to do rules once we have policy.

So I'm going to take you through the rules today but I think I'm going to endorse Kristine's point that we should really get the policy nailed down first and then come back through these rules and make sure that they align. But you can see this is where it gets pretty detailed.

You know, it gets all the way down to the kind of language - and this is the sort of thing that Kristine was referring to a minute ago where we may be able to just write a paragraph like this for each of the parties when it comes to limitation of liability as well and insert it into the rules so that people know right off the bat what they're getting into. You know, I think this is a really good approach.

So, you know, it goes on and on. I'm really going to skim through this in a hurry because, as you can tell, it gets very detailed. And we'll want to do sort of a continuity check once we've got the policy stuff done.

You know, we have - you know, this, again, is all still straight from the existing policy. And we may, you know, we may want to touch some of these timing things or not. We just - we'll probably want to go through all of this again.

And, you know, it talks about the kind of evidence. And one of the things that we are doing that I do want to highlight is that we have two new terms. We've gone from gaining and losing - gaining and registrar of record to respondent and complainant.

And the reason we're doing that is because we now have more than just registrars filling those roles so we want to define okay you're the complainant and you might be a registrar or you might be a registrant. And here are the rules that you follow.

So this is another vast simplification because otherwise what happened in the existing policy is that all of this stuff kept getting repeated with tiny little changes in the language. And it was overwhelming to try and figure out what was going on so this is another pretty big change. But at least in my editorial view a huge simplification that makes things easier for people to understand.

Oh, yeah, cocktail party. You know, we can have the joint IRTP Thick Whois cocktail party at some point. By the end of it people would all be sound asleep.

Let's see, we've got handling default, we've got appointing a panel. I'm just zooming now. And then there's the issuing a decision. One of the things that's in here that I want to highlight - most of these, again, are out of the existing policy. But we did have a discussion about public posting by the dispute resolution provider. And so that's the placeholder for that so that we draft some language that addresses that.

Kristine, go ahead.

Kristine Dorrain: Hey, Mikey. Thanks. This is Kristine. I just want to point out as long as you're in here scroll down to Roman N 5, 6 and 7. Those should be Level I called a (PO) or - they should be removed and those should go someplace else; those are not part of issuing a decision. Somehow we managed to miss those.

Mikey O'Connor: Let's put a...

- Kristine Dorrain: Those may just those may just go away actually completely I think come to think of it because those have to go with - if the registrars went to the registry and it didn't work out and we already, I think, have that taken care of I think I think. Or at any case we need to find out if we're even going to have that as an option so I would just - yeah, perfect. Thanks.
- Mikey O'Connor: Yeah. Okay I think that's it because then there's a last section that's available to the - let's put a word in there. There's a supplementary rules section that is developed by the providers. And this is just a placeholder to let them know that this is where their rules could go if they want to do that.

All right so that's sort of the walk-through of the Word document. Kristine, I'll bet that's an old hand. If it's not you get to go first.

- Kristine Dorrain: Yes, no, I'm sorry, it's a vestigial hand.
- Mikey O'Connor: Okay. Excuse me. James, go ahead while I cough myself to death here.
- James Bladel: Hi, Mikey. I just wanted to know here about the Section 3 for the supplemental rules oh I'm sorry, supplementary rules okay, maybe I've been saying it wrong all this time.

Mikey O'Connor: Oh I may have just typed it wrong.

James Bladel: Well either way I think that - I think that we might want to include in this section a framework by which providers - if it's not already there - a framework for providers to disclose and what circumstances, you know, we would process amendments or changes to supplemental rules.

I know that this is probably a nonfactor with the existing TDRP because the volume is so low. But I think it could become an issue if we scale up this process by a couple of orders of magnitude and might also be something that could be borrowed by future amendments to the UDRP.

Mikey O'Connor: What was the other thing besides amending? You said amending...

((Crosstalk))

James Bladel: Posting or disclosing.

Mikey O'Connor: Yeah. All right supplemental, yes, it's supplemental. Okay I got that from Kristine in the Chat. Kristine, you okay with - oh, disclosing - that kind of language going in there? Kristine, go ahead.

Kristine Dorrain: Yeah, I just want to point out, yeah, I don't know that James meant model it on the UDRP because the way the UDRP supplemental rules work is the providers amend them as they need to. They send a copy to ICANN Legal.

> We give ICANN Legal - I don't know how WIPO - how much time WIPO gives ICANN. We tend to give ICANN about 30 days notice. And then we - I don't know how much time I post on our website. At some point I put notice up on our website. And then we, you know, kind of segue in.

Now most of the time the things we've changed have been kind of not very bad, I mean, we'll change the fees, you know, periodically because, you know, cost of doing business, etcetera, changes. We would change, you know, they type of files we support. You know, do we take certain file types? That's the bulk of the rule changes. And then we give them time to fix mistakes or clarifications, that sort of thing.

So I don't know, I think it sounds to me like James is suggesting that we actually codify a process for providers that it would not be modeled on the UDRP but might be a model for the UDRP. It sounds like maybe James is - I mean, maybe I'm putting words in your mouth but it sounds like you might not like the way it happens under UDRP now.

James Bladel: Well and, Mikey, should I respond? I'll raise my hand.

Mikey O'Connor: Yeah.

James Bladel: I think that it's more a question of it seems like it's a bit of - you know, a bit of a free for all now and it would - it is something I think that is missing from the UDRP. So anything that we would develop here could perhaps be borrowed by that.

Mikey O'Connor: Wow, okay. So I stuck that up in at least rules rather than in supplemental rules. And maybe you ought to go up and...

- Kristine Dorrain: I think actually it belongs in policy. Yeah, Mikey, that probably goes up in policy.
- Mikey O'Connor: Yeah, all right so let me take it out of there. Pardon me while I scroll. I apologize. Here we go. These - is that right? Yeah. I don't like this numbering system. I think we need all of the numbers on the rows. But I don't know how to make Word do that. Can Word do that, Kristine? Where you get H, I(1) so you can tell which, you know, all the way down? Must be able to do that. All right so I'm going to put it in...

((Crosstalk))

- Kristine Dorrain: Yeah, you mean like line up on the same tab? They should.
- Mikey O'Connor: Yeah, that's what I want. There we go. Okay. We'll put it in excuse me, I'm sorry about this. We'll put it in there for now and then figure out where it should really go. That was a good catch by all.

((Crosstalk))

Mikey O'Connor: Is it really that bad? Mikey's silent? That sounds like a front against nature.

Volker Greimann: No, you sound perfectly, it's - I think Kristine is a bit loud but I wasn't sure if my settings were not adjusted.

Mikey O'Connor: Oh, I think - yeah, I think - I've noticed that Kristine's mic is a little loud on her computer. I often hover over the volume button on that. Okay...

Kristine Dorrain: Sorry, folks, is this better?

Volker Greimann: Just a little bit more silent.

Mikey O'Connor: Yeah, that's getting better, though.

Volker Greimann: Yeah, much better.

Kristine Dorrain: Okay, how's that?

Mikey O'Connor: Oh, yeah.

Kristine Dorrain: Any better?

Mikey O'Connor: Yeah.

Kristine Dorrain: Okay.

Mikey O'Connor: That's good. Okay it's 10 until the hour. James, as my copilot, what do you think? Do you want to stop here? Do you want to dive into something?

James Bladel: I think we're good here. I think we could probably spend a bit of time talking about the Item Number 3 on the agenda, if we're finished with our walk through, just because, as we noted on our last week's call, and I think other working groups are dealing with this as well, is that Europeans change time this weekend or did they already change time?

Lars Hoffman: This is Lars. It's this coming weekend on Sunday.

James Bladel: Yeah. And then the weekend following is the change for North America. So I think that based on the composition of our group - well first of all, I'm sorry, Holly, you're definitely the odd man out as far as time zones.

((Crosstalk))

James Bladel: But - so not being dismissive of that just an observation - but it seems like we are sort of, based on the usual participants, we are mostly a North American contingent particularly when you account for the staff folks. So my recommendation - and I think that this is something we discussed last week would be that we continue at this time one more week, which causes a onehour disruption for our friends in Europe.

And then adjust the time back to I believe it's 1500 UTC or sorry 1600 UTC because UTC does not change - for next week and then through the duration of the working group. So that would be my proposal. I don't know if anyone feels very strongly against that. I see Chris Chaplow is agreeing. And I would assume that, Chris, you are in Europe as well, right?

Chris Chaplow: Correct, in Europe, yeah.

- James Bladel: So I appreciate that. And certainly not unaware of the sacrifice or the destruction that that has the potential to cause but asking our friends on the Eastern Coast of the Atlantic to, you know, take one for the team for next week. And I see green checkmarks. Barbara, I don't think the Americans get a vote on this one, I'm just saying, but thank you for that.
- Mikey O'Connor: Well and this is Mikey, you know, I think that really what we ought to do is we ought to just decide what the GNSO is going to do and then all of the meetings follow that pattern rather than having...

((Crosstalk))

James Bladel: I agree, Mikey.

Mikey O'Connor: ...because it'll be massively confusing if we'd done anything else.

James Bladel: Well and this is - this is a - not the only working group that's asking these questions. And so it sure seems like there's a - if not a standard practice at least some sort of cultural component that needs to kick in here and say this is how we handle this and...

Mikey O'Connor: Yeah.

James Bladel: Because I think that, you know, we may be on the opposite end of the equation when we come - or go onto summertime, you know, later - or in the middle of 2014. And it may be the folks on the Western time zones that have to bite the bullet then. So if there's no objections then that's my recommendation.

And I would hope that Lars and Julia can square that away for next week's meeting. And then we can all be synchronized again the week following. Don't see any objections so. Okay. Okay that was all I had, Mikey.

Mikey O'Connor: Okay dokey. Well I think then we'll call it a day today. And see everybody in a week. And with that, on the slightly discombobulated time and then we'll settle back in after that. That's it for me too. Thanks, gang.

Kristine Dorrain: Thank you.

Volker Greimann: Cool.

James Bladel: Thanks, everyone. Thank you, Mikey. Bye-bye.

((Crosstalk))

END