

GNSO
Post-Expiration Domain Name Recovery (PEDNR) drafting team
01 February 2011 at 19:30 UTC

Note: The following is the output of transcribing from an audio recording of the Post Expiration Domain Name Recovery (PEDNR) drafting team teleconference on 01 February 2011 at 19:30 UTC. . Although the transcription is largely accurate, in some cases it is incomplete or inaccurate due to inaudible passages or transcription errors. It is posted as an aid to understanding the proceedings at the meeting, but should not be treated as an authoritative record. The audio is also available at:
<http://audio.icann.org/gnso/gnso-pednr-20110201-en.mp3>

On page:
<http://gnso.icann.org/calendar#feb>

Present:

Alan Greenberg – ALAC – Chair of WG
Cheryl Langdon-Orr - ALAC
Ron Wickersham – NCUC
Berry Cobb – CBUC
Tatyana Khramtsova – RrSG
James Bladel – RrSG
Michele Neylon – RrSG
Olivier Crepin-Leblond – ALAC chair
Paul Diaz – RrSG
Mikey O'Connor – CBUC
Ted Suzuki – IPC
Michael Young - RySG

Staff:

Marika Konings
Glen de Saint Géry
Margie Milam
Gisella Gruber-White

□

Absent apologies:

Oliver Hope – RrSG
Jeff Eckhaus - RrSG
Mason Cole – RrSG

Karim Attoumani – GAC

Coordinator: I do need to inform all parties that today's call is being recorded. If you have any objections, you may disconnect at this time. Thank you. You may proceed.

Gisella Gruber-White: Thank you. Good morning, good afternoon, good evening to everyone.

On today's PEDNR call on Tuesday, the 1st of February we have Alan Greenberg, Michele Neylon, Paul Diaz, Ted Suzuki, Ron Wickersham, Berry Cobb, James Bladel, Mike O'Connor, Michael Young. From staff we have Margie Milam, Marika Konings and myself Gisela Gruber-White.

And we have apologies today from (Anna Ojewel) - sorry from Mason Cole, Jeff Eckhaus and Oliver Hope. Can I please reminder everyone to state their names when speaking for transcript purposes. Thank you. Over to you Alan.

Alan Greenberg: Thank you Gisella. All right. Marika, we have how many meetings left? I caught you by surprise.

Marika Konings: This is Marika. Get my calendar. At two meetings before we hit the publication deadline. The publication deadline is the 21st of March.

Alan Greenberg: All right. So two meetings after this one.

Marika Konings: Right.

Alan Greenberg: Okay. Then let us go ahead and see where we can make some headway. There's been a really good conversation on email this morning or this afternoon wherever - whatever, wherever you work. Nice if we can get that going throughout the week but it's a good start.

How about if we go through the main order and look at the things that are currently outstanding? Marika, is the version you have on Adobe the same as the last one I sent out?

Marika Konings: It's been - I believe so.

Alan Greenberg: Okay. Then I can use the larger one that I can actually read on my screen. I will not be - I may not notice hands going up. So if someone has something to intervene, please yell out but I'll try to keep an eye on it.

All right. The first item is on Recommendation Number 1 and the outstanding question was should there be an exclusion for what were called SRSU domains. There was a discussion today on email where Michele highlighted the issues and I made a comment, which caused me to think about it more than I had before.

Operationally I don't think it makes a difference because these are not domains that will likely enter the RGP. So the real only difference is does the backend supplier have to gear up for something that won't happen and chances are they'll already be doing that for other domains if they run multiple ones.

And if we try to craft an exemption we're going to have to describe the characteristics of this type of class of TLD, an endeavor, which failed relatively abysmally in the (VI) group. My inclination is to completely ignore it.

And if there's something comes up in the comment period, then we'll react to that at that point but at this point not try to put an exclusion in. Michele does that sound right to you? And I see Michael Young is now on the call. And if this recommendation is likely to cause significant problem with registries that you're aware of, maybe you could elaborate at this point if there is anything like that.

((Crosstalk))

Michele Neylon: ...Michele. I'll let Michael go ahead. He...

Alan Greenberg: Okay.

Michele Neylon: ...he's more of an expert than I would be in this area.

Michael Young: I think the only exemption I would put in there Alan explicitly is for legacy gTLDs.

Alan Greenberg: Okay.

Michael Young: Because the way it's written right now a transition period will be allowed. There are some existing models that just doesn't make sense.

Alan Greenberg: Including the non - but within the non-sponsored ones?

Michael Young: (Unintelligible).

Alan Greenberg: Because we are - we are saying excluding sponsored ones.

Michael Young: Are excluding it. Okay. Then I think we're okay there but I'll - if we stay silent on it, it can always be addressed I suppose between in the application process. But to be honest, ICANN wants to sign a consistent registry agreement, which this will be - this is already expressed as a requirement in if I remember off the top of my head. Maybe Marika you recall the DAG 5 off the top of your head.

I think that this is a requirement in the drafted registry agreement for new TLDs.

Alan Greenberg: This being the RDP?

Michael Young: Yes. RGP. Yeah.

Alan Greenberg: Oh, it wasn't originally. Maybe it is now.

Michael Young: I can't recall.

Alan Greenberg: Okay.

Michael Young: Marika, do you remember?

Marika Konings: This is Marika. I'm sorry. I'm no DAG expert. So wouldn't be able to that. Margie, I don't know if Margie by any chance knows the answer. I know she knows more about the DAG but possibly other areas than that one.

Alan Greenberg: All right. Well if we're redundant with what the DAG says, it's certainly not going to hurt at this point.

Michael Young: Yeah. I think my only concern is I am supposed to be representing the concerns of the RySG. And we do have at least one member that's concerned that this won't be put upon them. So I think because this refers to un-sponsored, I think that's okay. But I'd be more comfortable if we had an explicit statement in here for legacy.

Alan Greenberg: Okay. At one point I had made a statement saying all of the un-sponsored except name and pro had the RGP and I think you came back saying they also had it.

Michael Young: They do. It's (Coop) that doesn't.

Alan Greenberg: Okay.

Michael Young: (Unintelligible).

Alan Greenberg: Is that sponsored or un-sponsored?

Michael Young: That's what I'm trying to remember. I'd have to go back and look up their agreement.

Berry Cobb: This is Berry. It's sponsored.

Michael Young: I think they're sponsored.

Berry Cobb: Yeah.

Michael Young: I don't want to say that 100% sure (unintelligible).

Alan Greenberg: All right. Certainly there's a common period and an opportunity to change this. This is not cast in concrete. But sounds like we...

((Crosstalk))

Michael Young: ...for that one. Yeah.

Alan Greenberg: Yeah. And if there's a real strong reason for un-sponsored legacy ones to get an exemption or something, then we can obviously consider that. But that goes against the level playing field that we're aiming towards.

Michael Young: Yeah. That's fine.

Alan Greenberg: Okay. That's fine here. Number 2. Michele did - you're happy at this point?

Michele Neylon: My happiness is always relative Alan.

Cheryl Langdon-Orr: Hey it's always important as well Michele.

Mikey O'Connor: We do want Michael happy.

Alan Greenberg: All right. Which one is the next one? All right. That's just definition and if anyone has any suggestions on the wording that we have right now...

Michael Young: I proposed cleaner language. I don't - it's not.

Alan Greenberg: Okay. Well sorry. I wasn't sure that was in relation to this one. It is.

Michael Young: Number 3, right?

Alan Greenberg: Yes. And...

Michael Young: So that would be...

Alan Greenberg: ...we could - we have - do we - you had that one in a text box I know somewhere.

Marika Konings: Yes. Give me a second.

Alan Greenberg: Yeah. I thought the...

Michael Young: No, not that one.

Alan Greenberg: I thought your comment was in relation to Number 3, the RGP one.

Michael Young: Right. Right. Sorry, I'm getting mixed up here. There was another one that I suggested simplified language.

Alan Greenberg: Yeah.

Michael Young: Maybe it was Number 4.

Alan Greenberg: It was for Number 3. It was the one that you had complex language last time.

Michael Young: But it's - yes. And then there was another one around RGP. It's just...

Alan Greenberg: Yeah.

Michael Young: ...around RGP. Okay.

Alan Greenberg: Yeah. Okay. Okay. The comment was that the language needs to be precise regarding which registrant is being referred to; presumably the one who was in - who is prior to expiration. Okay. That was (Jeff)'s comment that how do we know who the registrant is. And I think the answer is we don't but there's a presumption that the one that Whois as is the correct one prior to registration.

I don't think - other than knowing what the internal record keeping of the registrar is, I don't think there's anything that ICANN can point to. So if we specifically say the Whois prior to expiration, I think that's as precise as we're going to get. And I don't think we in fact have any option other than that.

Yeah. Michele sorry. I had...

((Crosstalk))

Alan Greenberg: Go ahead.

Michael Young: I dropped off. Sorry Alan.

Alan Greenberg: Okay.

Michele Neylon: I'm just going to throw a spanner there on that one.

Alan Greenberg: Sure.

Michele Neylon: As some of you may recall, we took over the domains from another registrar at the beginning of 2010. Unfortunately the data that was escrowed - the datasets that was escrowed and that ICANN was able to supply to us via Iron Mountain wasn't 100% complete.

So it actually was a problem. There was a situation where we couldn't - well we thought we had excessive days which reflected a reality of then transparent but it didn't (unintelligible). So it's I'd be very cautious about how this is worded; every, very, very cautious.

Alan Greenberg: Yeah. I think what you're describing is essentially what is normal business practice in you business in that there are always going to be situations where the Whois is not accurate because of, you know, various changes whether it's death or corporate takeover or a Web hosting company going out of business.

Michele Neylon: No. Alan...

Alan Greenberg: Yeah.

Michele Neylon: ...I mean this is much more. This is much more - it's much messier than that. I mean we have a situation where okay, the registrar that the domains were registered through cease to exist for all intents and purposes, okay. So they lost their accreditation. They were no longer authorized connect into the registries.

The last - because the (unintelligible) the data scrolls happen once a week except if you got higher volumes. So a Go Daddy or an ENON is probably a scrolling practically every single day. I don't know. They may - might better tell you.

Whereas a small to medium size registrar would only be scrolling...

Alan Greenberg: Sure.

Michele Neylon: ...once a week. Even with the gap of let's just say for hypothetically that the registrar lost their accreditation on a Friday and the last to scroll was from say

Tuesday, you - the names would have been registered in - or re-registered or whatever - transferred in - God only knows in that lapse of period.

So the situation we ended up with was where we were trying to use historical Whois to try and reconstruct some of the data. And it wasn't correct. I mean we were able to resolve it because fortunately we're able to, you know, were able to find the other - talk to other registrars and, you know, share the data and all that kind of thing.

It's just I'm very, very wary of wording this too narrowly.

Alan Greenberg: Yeah. No. No. I'm agreeing with you. But what I was saying was the kind of thing you're describing is not unique to expiration.

Michele Neylon: Oh I'm sure - no, no. I got with the thing is here - I suppose what I'm trying to get at is that let's say for example, if I have a bunch of domain names registered to me and I get hit by a bus. And then I - then you get into the legal thing that would be my heir, my estate, whatever that might take over. Or, you know, our corporate acquisitions, all that. This was...

Alan Greenberg: Sure.

Michele Neylon: ...where the - it wasn't the - it just kind of it fell out side that completely.

Alan Greenberg: Yeah. No, no. I understand. What I'm saying is there's nothing unique to expirations. You're cautioning saying we shouldn't have the words lock into Whois so much that special cases can't be used - can't be handled.

Michele Neylon: I suppose to paraphrase me...

Alan Greenberg: Yeah.

Michele Neylon: ...yeah, okay.

Alan Greenberg: Okay. And I'm not sure what wording we can put in there. And I think it's going to - I think it is sufficient at this point in our process for us to put a comment on it so that when, you know, assuming we get to the stage of trying to make policy out of this that the policy captures the caveats you're raising because certainly they are relevant.

There are times when Whois is not going to be accurate and that is not what we want to be used. But I don't think we can have an exhaustive list of all those cases now.

Michele Neylon: Well Alan, the other thing as well is if you go on the basis purely of Whois and the registrant is using Whois privacy service, proxy service, call it what you will, then by that measure, you know, then I don't know whatever the name of the entity being used by...

Alan Greenberg: Yeah.

Michele Neylon: ...large Registrar X would be the - would be for the intent - for the purposes of this would be registrant even though they're actually not.

Alan Greenberg: And presumably if they're being honorable, they're acting on the instructions of their client. If they're not, then that's nothing we can address.

Mikey O'Connor: Alan.

Alan Greenberg: Yeah. Go ahead.

Mikey O'Connor: Jump in.

Alan Greenberg: Sure.

Alan Greenberg: Michael unfortunately is having a pretty tough time on the phone, but...

Michael Young: Yeah. I'm trying to...

Mikey O'Connor: ...he posted his recommendation language into the chat and...

Alan Greenberg: Okay.

Mikey O'Connor: ...Marika's put it in the note off on the right side. Maybe we could get back to that and see if this is...

((Crosstalk))

Michael Young: Guys, could I just clarify the note that you're seeing on the side? Recommendation 3 is just Recommendation 3. The language you see there is - the new recommendation underneath is not related to Recommendation 3. It is genuinely a new recommendation altogether.

Alan Greenberg: Okay.

Michael Young: It's not a replacement recommendation.

Mikey O'Connor: (Unintelligible). Yeah.

Michael Young: Yeah. It's a separate thing and just I think this is...

Mikey O'Connor: Yeah.

Michael Young: ...thank you. There we go.

Mikey O'Connor: Marika's got it now. So Michael since you're back on, you can run with it. I wasn't sure if you were on the phone still.

Michael Young: I was just trying to get a bit of air in between the voices Mikey, so. Yeah. I just simplified the language here. You know, the intent is that - the intent behind all this is that, you know, if a name goes into RGP, whoever originally registered the name and was using it during its active lifespan can recover it and assume that's non-controversial for registrars since if they're deleting the domain, they probably have no other pertinent interest to it anyways.

And this is just to stipulate or actually state. Obviously Michele if there's issues with - for whatever reason knowing who the actual original name holder was, then that's another issue altogether. But that's a problem that could cause you grief at any number of levels I guess really if you don't know who originally held the name.

Alan Greenberg: Yeah. I think so. And the point Number - the Recommendation Number 2 that we're looking at now is in fact an attempt to define registered name holder at expiration. And that's your, you know, Michele is referencing that grief that you're talking about.

Michael Young: Yeah.

Alan Greenberg: So the question if we have to define it, how do we define it. And I think - I don't think we need to solve it here. But it's something that has to be done carefully. Mikey, do you still want in?

Mikey O'Connor: Oh sorry. That's left over. Are we working on Number 2 or Number 3?

Alan Greenberg: Number 2 is what we were working on.

Mikey O'Connor: Okay.

Michael Young: Oh, I thought we were on Number 3.

Alan Greenberg: No.

Mikey O'Connor: Yeah. I think part of the difficulty is that we've got people looking at different stuff.

Alan Greenberg: Okay. We're - I think we're now - if you're happy with what I've said, that is it needs - it's something that will need to be carefully crafted but it's not something that we need to craft carefully today, then we can to on to Number 3 if everyone's happy with that.

All right. Number 3. Basically Michael has replaced it and that's the one up in the text box, the note box right now. And I'm certainly happy with it. It's a lot shorter than it was before. Do we have any further comment on that or is that acceptable? I see there's a chat going on. I don't know if it's something we should be following or not.

Michael Young: I'm just trying to clarify. There's still a little confusion I think around the - Recommendation Number 3 was I just simplified the language around it. And I put that to a list after reading people's comments. And then later afterwards I - there were not officially on this list but there's been conversations to the list about two proposals.

One was about ensuring recovery of a domain name after expiration that was put forward on behalf of the registrars by James. And then another one was about darkening the domain sometime during the after expiration and which I think Alan you originally put down in the email list. And...

Alan Greenberg: Yeah. That one is not in this list of proposals yet.

Michael Young: Right.

Alan Greenberg: (Unintelligible) discuss it before the end of the meeting.

Michael Young: So those two I wrap into a unified proposal. And the language that Marika put up just a little while ago, the people were getting confused with Recommendation 3, that's a new recommendation that hopefully wrapped up the middle ground for these other elements that have been under discussion. And as far as I understand with the groups have been kind of a bit of a stalemate.

Alan Greenberg: Yeah. You didn't mean three. Three is the one - is the RGP one.

Michael Young: Right.

Alan Greenberg: We're now talking about the un-numbered one.

Michael Young: The - yeah. The brand spanking new one.

Alan Greenberg: Yeah. Okay. And we will get to that before the end of the meeting. All right. I think on three we're satisfied with what we have. All right. On to four.

And anyone remember what this is? Change (unintelligible). Okay. This essentially says that the right to renew cannot be removed by the simple change of a Whois record. This is not during RGP but not only during RGP but a simple renewal.

Michele Neylon: So why don't we just say that Alan? What you just said I understood.

Alan Greenberg: Okay.

Michele Neylon: And I don't have an issue with. What's down there at the moment and for transcript purposes for those that don't recognize the Irish accent, this is Michele. The wording that's there I find - it's like it's terribly convoluted. What you just said actually makes sense to me.

Alan Greenberg: Okay.

Michele Neylon: But it's, you know, keeping it simple as possible would be...

Alan Greenberg: Yeah, the first phrase was there because someone had raised the point in a previous conversation. I'm trying to remember it. That there was something raised that a registrant - a change might be made to Whois that wasn't the explicit request of the registrar - of the registrant.

We'll try to did it up and I agree. If we can remove that first clause, that would make life a lot simpler. I don't remember why it was there to be honest. In any case, we will go through the recording and try to recover the words I used and put them in barring some strong rational. And if there's strong rational, we'll - I put it on the mailing list. Is that okay? Being no X's and no one has their hand up; we'll go on to the next item.

Recommendation Number 5. And this one basically says that all RAA responsibilities must be carried out either by the registrar or at their option delegated to a reseller and presumably nested if necessary. James.

James Bladel: Hi Alan. James speaking. The language of this recommendation to me - and maybe we've already discussed this. I - as it stands on its own just I don't understand how it adds anything to the work of the PEDNAR groups. It seems to be it's pointing at the RAA and it's saying something that's for 2009 and beyond is already in the RAA.

So I guess I'm just - maybe something we've already talked about but I guess I don't understand.

Alan Greenberg: Do you want me to answer that before we go on to Michele or...

James Bladel: Yes. Please.

Alan Greenberg: Okay.

James Bladel: I would like to hear other registrars also. Maybe it can help me understand what I'm missing.

Alan Greenberg: Sure. Let me give my version and then we'll go on to Michele and anyone else who wants to speak. For the 2009 agreement and you said it's already there, it is not already there. There are explicit items mentioned in 3.12.3, 3.12.5, which are the reseller must do. But there are other things that are not within that domain - that piece of language that are not covered by that.

And this one is trying to make a global statement. The reason it's within PEDNAR is because one of the issues that has been discussed time and time again is a lot of these problems are because of issues with resellers. And, you know, if you look at issues like posting prices and stuff that we're talking about later, it's as (Jeff) pointed out, if you have a reseller market, the registrar cannot do it because prices may vary.

And therefore we're saying it's up to the reseller if (the instructions) is to delegate.

James Bladel: Okay. So a more generic...

Alan Greenberg: To make those clauses work it has to be there and yes, part of it was covered in the 2009 changes to the RAA. But...

James Bladel: So a more generic question would be does something like this, a disclaimer or a statement of, you know, scope or whatever, is something like this now has to be in every PDP final report? Because what you just said I think is not - if that's correct, it's not just a PEDNAR issue, right. I mean that could apply if we were passing a PDP about something else.

Alan Greenberg: Well and - yeah. But once it goes there, it's there for everything.

Michael Young: You know, Alan, this clause is really a little nerve racking to be honest because it's, like you said, it's almost like a sweeping contractual clause. It seems to me to be something that should it be dealt with at the contractual level, not necessarily here. If we were going to make it apply to the PEDNAR work, then maybe it should be reduced in scope to be specific to the PEDNAR recommendations.

Alan Greenberg: Well I - okay. I have no problem with specifics of the PEDNAR recommendations. But I would think it would be clearer - cleaner to do it in general but I'm willing to, you know, as this - the part in - it's highlighted says. I think we need to get some input on this from ICANN compliance and ICANN legal because I'm, you know, I'm out of my depth as what should be in this and what is.

I know - but I know for the - certainly for the clauses that we're talking about, the new ones, if it's not passed on to the reseller, then they're - then they don't have the affect we want.

Michael Young: Well this kind of thing could tie us up in knots again for weeks and not months. I think if you're willing to, you know, narrow it toward the specific PENDOR recommendations, you know, we have a chance of moving forward now.

Alan Greenberg: Okay. I think we'll have to look at that but I'll put that on my to do list and come back. We have a whole bunch of hands. Marika.

James Bladel: I'm sorry Alan, if I could respond to that. It's James.

Alan Greenberg: Sure.

James Bladel: Yeah. So just hypothetically if this recommendation were not present in our report, we would take any consensus policy coming out of the PEDNAR working group to be a part of our obligation and therefore a part of our

reseller obligation. So I guess that's where I'm coming from is seeing it as, you know, why is this here? Is it trying to plug a hole that exists or perceived to exist in the RAA and so it does not need to go somewhere else?

You know what I'm say is that we - when something comes out as a consensus policy, you know, our resellers don't have a choice. They get it just as much as we do. So anyway, that's just my position on that.

Alan Greenberg: I agree with you 100% but given that, I'm confused why it was felt necessary to put 3.12.3 and 3.12.5 in the 2009 RAA, which highlight those specific responsibilities which as you just said and as I agree are part of contract law and should be a given.

James Bladel: Oh but now that they are in there, why do we have to keep putting them back in there?

((Crosstalk))

Alan Greenberg: Because those in fact don't cover everything. They were specific parts of the responsibilities. Okay Marika and then Michele and Mikey.

Marika Konings: Yeah. This is Marika. I just wanted to - I'll take this back to our legal and compliance team for some input and I'll have that at the next call.

Alan Greenberg: Okay. Thank you. Michele.

Michele Neylon: I kind of echo what James was saying. I can understand to a point what you're trying to achieve but I don't really think that this is the correct place to do it. The 2009 RAA introduces specifics with respect to resellers that have already been mentioned. It was both under 2009 RAA which altogether we account for (oh I should know what) percentage is these days - 80% of registrations or whatever the hell it is are bound by certain things.

In other working groups with possible -- I can't remember what the hell the thing was called though -- possible improvements or whatever to the RAA yada, yada, yada, which are two separate workgroups. There was a lot of stuff there, which came up with respect to resellers.

And although we labored in that work - in those working groups for several months on a variety of different topics, nobody could satisfactorily even come up with a clear meaningful non-(gameable) definition of what actually constituted a reseller to address the actual specifics of what is you are trying to achieve/avoid.

It won't actually solve anything because if I'm a dirty filthy scumbag who was out to completely screw over registrants, all I'll do is I'll register all the domain names with my details so ultimately I will be the de facto registrant of all the domain names and the third party beneficiary who is there would - won't have any way of actually doing anything unless they go and take me - somebody to court in a civil court.

So you're back to square one. And unfortunately I am speaking from experience in this. So I mean we see this kind of rubbish all the time. You know, they would register the domain names to themselves so, you know, it's not - this isn't actually going to solve the problem that exists. Hello.

Man: I'm here.

Mikey O'Connor: Alan's line dropped.

Michele Neylon: Oh, it was just Alan. Okay. So I wasn't talking into a void.

Marika Konings: This is Marika. I see that Alan just got disconnected, so give him a second to get back.

Michele Neylon: So he missed class. I was in full (flanks) and everything. Oh well.

Woman: Might have to say it again.

Mikey O'Connor: So, you know, while Alan's coming back in - this is Mikey.

Alan Greenberg: I'm back.

Mikey O'Connor: Is what you're saying Michele that ICANN cannot make resellers abide by the consensus policies?

Michele Neylon: Well in short, no. I mean how can they? There's no visibility on them.

Mikey O'Connor: I thought there was a chain of contracts there.

Michele Neylon: Not necessarily, no. ICANN do not have a direct contract with a reseller. Now...

Michael Young: They can only hold the registrar accountable who in turn can hold the reseller accountable. Is that what you're saying Michele?

Michele Neylon: Yeah. You can - I mean you can hold - if ICANN compliance can contact me as the registrar of record for a domain name and say that they have received a complaint, a query, whatever the hell you want to call in relation to a name that is on our accreditation which we will then have to deal with. And that's the way it is dealt with by most registrars to the best of my knowledge.

Obviously I can't speak for them all. But there's others on this call. So I'm sure that they will be able to answer that. But ICANN as an organization has no way of seeing who would be - were acting as a reseller of anybody else. And one of the things that while - that we did discuss at length in the RAA working groups was, you know, there's so many ways you could be a reseller in a (vert a comos).

You know, nobody would ever actually see us. Because how am I meant to know that if you register 25 domain names that they're not just for you and your friends and your family. You could be - you could be reselling them to somebody else.

Or as happened to us recently, we discovered that some little charmer up the country was going around the place present contracts - not contracts - invoices with our logo and everything on them and charging registrants about ten times what we charge.

Mikey O'Connor: So this is Mikey. I think I'm next in the queue. Yeah. It seems like the intent that we all have is the same, which is to make sure that whatever we come up with is transmitted to the responsibilities of resellers. And it seems to me that there are a couple of ways to do it. One, you know, Michael's suggestion that - I think it was Michael's.

Somebody's suggestion that we narrow this to only apply to our recommendations is one way to go. Another would be to acknowledge this but not make it binding policy. Just make it a recommendation or a best practice or I don't know what.

But I agree with folks who say that trying to solve this issue suddenly sounds like a giant pile of work that's way beyond our scope. And I wouldn't want to risk the progress we've made getting stuck on that. At the same time I wouldn't want to lose the intent that we've got which is to make sure that it's not just registrars but also their resellers that play by the rules.

I don't know what magical language accomplishes that but it sounds like this language isn't quite right.

Alan Greenberg: Okay. We have James next. But I - Marika has offered to go to legal and compliance and come back to us at the beginning of next week and tell us

what their position is on this whether they think it's appropriate here or should be done through some other way or whatever. James.

James Bladel: I think Mikey and Michele and Michael covered it. You know, it's just the bottom line is - it is kind of a doorway I think into a bigger can of worms. Michele said something (unintelligible) resellers are kind of off the radar. But that while that may be true, it also shouldn't matter.

You know, the registry has the registrar of record whether it is Go Daddy or let's say Wild West Domains. That's whose phone you need to ring when there's a problem. And, you know, it's understood by registrars that when they take on a reseller, they're responsible for the conduct of that reseller. So, thanks.

Alan Greenberg: Okay. I think the substance of what we were trying to get at here was that making a rule for the registrars which can be blatantly ignored by a reseller and that reduces or impacts what the potential registrant or registrants sees is the problem we're trying to address. And how to fix it, I think we need some advice at this point. So let's put this one on hold. Five.

Michael Young: Well okay. So Alan...

Alan Greenberg: Sorry, go ahead.

Michael Young: You know, just in the interest of not letting something dangle forever, you know, I think what I'd like to see out of this personally is that, you know, in the next few days we actually get a feedback from, you know, from legal - ICANN's legal and what their position is on it. And, you know, we decide on an action that doesn't hold back the rest of the work.

I want to emphasize that. I don't want us to be discussing this again like two or three weeks...

Alan Greenberg: Marika says she'll do her best to get feedback as quickly as possible.

Michael Young: Yeah.

Alan Greenberg: And I'll work with Marika in the next, you know, beginning of her...

Michael Young: Right.

Alan Greenberg: ...day tomorrow to try...

Michael Young: I would appreciate that.

Alan Greenberg: ...to make sure the question is worded such that our concerns are addressed
- are relayed.

Michael Young: Even if that means, you know, punting it to another more appropriate place
for it to be worked on, then at least we've done that, right.

Alan Greenberg: Understood.

Michael Young: Okay.

Alan Greenberg: All right. Sorry, I'm trying to parse this at the same time. We're now on six I
believe. And this is the one that says the pricing must be disclosed. The
pricing for a renewal post expiration must be disclosed. One of the issues
raised was what happens if you have resellers and you're not the one setting
the price. They are. And the previous item we just discussed was there to
address that. And we're going to have to wait for that one to come back.

There was some feeling that the language was not clear enough to make
sure that it was understood that we were not setting a price but we were
talking purely about disclosure and working group members were requested
to provide additional alternative wording. I don't believe I've seen any.

Is there anything else to add in this meeting? If not, then the explanatory note that will go with the recommendation will make it excruciatingly clear what we are intending to do and what we are not. And again, when this final wording of a document comes out in a policy, that's a different issue.

General agreement on that one. Number 7. This one I think we had agreement on already. There was no question that is if education material comes out, registrars will point to it. Changing the term auto renew grace period to something else.

And how do we - there was a caution that changing the word in the RAA may not be sufficient and obviously in the - you know, it would have to change in the various other contracts. But there may be EPP implications or something like that. How do we go forward on this? Marika, do you have any suggestions who we can talk to?

Marika Konings: This is Marika. Apologies. I was multitasking. What was the question?

Alan Greenberg: Okay, the question is on the changing the auto-renew grace period terminology to something else so that we don't have two conserving - two confusing terms used which mean very different things. And there was a concern raised that simply us changing the definition is not sufficient because of EPP implications or, you know, RMC implications or something like that.

Marika Konings: Right, there's actually a question already put to our compliance and the legal team and I haven't gotten the feedback yet, and I'm sure they're very overwhelmed with all the other stuff that's going on, so I'll do my best to focus on that. (Unintelligible).

Alan Greenberg: Okay, so that one stands, there's no disagreement - no disagreement but we need to be careful about the wording, and make sure it's viable.

Next one was recommendation nine which was a best practice that a registrar will design and host a neutral site with educational materials. It was pointed out that this site may well be used for things other than what we're talking about here.

The last issue, there was very strong support and the question about how registrars will do this, this one came out of the recommendations that James had distributed and I guess I would go - I would ask James or any other registrar if this needs to be reworded so it's more palatable to them. I just took it verbatim. But there was a - pretty well unanimous support in concept. James.

James Bladel: Yes, James speaking. I think that the part that was just maybe a little shaky was the idea that a crew would be designing the contents of that. You know, you keep it as neutral as possible, etc. and that's not necessarily making it a purely a marketing pitch. I mean we do that very well on our own thanks.

But, you know, so I think while registrars can (unintelligible) provide the infrastructure and the facilities and help publicize this, I'm not sure that the curriculum, if you will, needs to come from us. We could certainly validate anything that other groups might put together but, you know, and fact check it, but I don't think that it needs - I don't think it should come from us.

Alan Greenberg: All right, I have a recommendation on how to solve it, but Michele next.

Michele Neylon: Yes, Alan. The one possible solution would be the rights and responsibilities, age thing. When it eventually goes live, maybe just including something there.

Alan Greenberg: That's pretty close to what I was going to say. I was going to say changes from a best practice recommendation to a firm recommendation that ICANN do this with the support of registrars and At Large.

Michele Neylon: I'd support that. If you use the registrar thing, it's just going to go round and round in circles as to who does what.

Alan Greenberg: I just did it because it was volunteered and I wasn't about to turn it down a volunteer. But, I'm happy with what I just said, Margie may not be. She has her hand up.

Margie Milam: I was just wanted to you give -- this is Margie -- I just wanted to give you an update on that. The GNSO council approved the form and Registrant Rights and Responsibilities charter and the next step is to go and begin consultations on the registrars on whether that language is appropriate or not - or should be changed.

So, I like the idea of trying to put some of this information there, it would be in one neat place, but we kind of have to look at it to see how you could do it because that Registrant Rights and Responsibilities charter is very specific in the putting out of the 2009 RAA. So, let's take it - on our end, we'll take it back and look to see if there's a way to do that, because it would certainly be a very convenient place to deal with some of these issues.

Alan Greenberg: Yes, I wasn't suggesting that it be fully integrated although there may be pointers back and forth, but just the concept being that ICANN is doing this and there may be other pages nearby on it's website which do the kinds of things we're talking about. So, I wasn't suggesting that they be fully integrated and, you know, perhaps dilute the Rights and Responsibilities one. Just that there already is a semi-home within the ICANN website for this, or will be.

Margie Milam: That's right, and at the end of the Rights and Responsibilities charter we included language that summarized existing consensus policies. So, this, you know, at the end of that it might be appropriate to have something that deals with this. So, we'll take it back and see how we might be able to address that, but it's not a bad idea.

Alan Greenberg: Okay, if the rest of you are agreeable, then if you delegate to Marika and I the rewording of this into a form where ICANN is responsible, not registrars, but with the same general intent.

Seeing no complaints, number ten. This one talks about what message are used to deliver notices. There was a good discussion on, I think started by Michele, on email today, about concerns about how binding agreements are when they change and whether it's practical to change agreements like this. And my suggestion was, if we change wording to lessen the emphasis on it must be in the registration agreement but it must be somewhere, you know, pointed to by the registration agreement for instance.

You know, for instance right now prices are not necessarily in the registration agreement but they may be pointed to. And as I suspect, and certainly on many of the agreements I've looked at there are other clauses where the registration agreement simply points to the current version of something. And would that be agreeable? If we can find the right wording to say that?

Michele, you were the one who raised the issue, does that sound like something that would - that can fly?

Michele Neylon: Potentially, but I'm not a lawyer. Well, no it is - I have my suspicions, which Mike Rodenbaugh confirmed, because although I'm not a lawyer, I do kind of keep an eye on things. So, I suppose the thing is this, is that somebody like, I don't know, are there any lawyers on this call? Do we have any lawyers, I mean, or is this the only working group...

Man: This may be the only one without many lawyers.

Man: Margie plays one on TV.

Margie Milam: Yes, I am a lawyer.

Michele Neylon: Margie, maybe you can speak to this, it's just - it's from the, I don't know if you were following the discussion on the mailing list today. I mean, the thing I raised was that the current wording of this recommendation I saw as being problematic because if we were to change something at some point in the future, then we'd open up a massive can of worms, because basically we'd be changing the agreement slash contract without having had the other parties explicit agreement to the change.

Which although, in industry is something that people kind of do all the time it's - if I can avoid opening a can of worms, I'd prefer to do so. The (unintelligible) came back - is going to reinforce what I was saying so, I don't know, I'll leave it to you really.

Margie Milam: Michele, I'm not sure I understand your question. I didn't follow the email communication from earlier today.

Michele Neylon: Okay, all right. It's getting late in the day for me. Basically, the problem I have with this recommendation's current wording was that it could be interpreted far too narrowly. That is to say that if I were to specify today to you when you register a domain through us, that I was going to send you a notification via carrier pigeon, and there was a pigeon plague that wiped out all the pigeons on the planet and I would have to start using a carrier eagle in the future, strictly speaking, I wouldn't be able to do so.

Because I would have specified exactly which methods, which is why I've had problems with this from the get go. Because it means that I'm restricted in what I can do, because again it's a contract, it's not just a kind of nice idea, it's something that if this becomes consensus policy, then registrars are going to bound by -- some of the discussions circled around, oh well, you know you can always change this at a later date, which again raises issues.

So, pointing to somewhere from my perspective I don't see that as being an issue, but getting the insider somebody who actually has a law degree would be helpful.

Alan Greenberg: Michele, I believe there are other points currently in the RAA where they have similar requirements and I would suggest we go and try and use the same structures as you're already bound by and emulate that. Assuming I'm correct about the assumption, is that okay?

Margie Milam: Yes, and if I could address it, we're talking about consensus policy here, right? So, I believe most of the agreements are set up in a manner that allows consensus policies to be introduced to the registration agreement. And so, it's a complicated issue, I think it's something we'll have to look at and get back to you. We can put that on the continual list calling that (Rick) is keeping for the legal analysis, but there maybe a way - it's just, you know, we'll take a look at that.

Alan Greenberg: You know, I think Michele's concern is not changing the RAA agreement but changing his registration agreement with the client and my recollection is the RAA requires the registration agreement to be compliant with the RAA if there's a change in the RAA. So...

Margie Milam: And I believe most registration agreements will also include a requirement that a consensus policies flow through, so I don't know how you do it specifically in your business, Michele, but I imagine it must be there in some format. So, we'll take a look at in and include it in the issues that Marika's going to follow up on.

Alan Greenberg: And I think there are existing provisions that are already mapped - that map to this so we can look at those.

All right. Number 11. Exceptions, okay, so this is one I don't think we ever got to before in our previous review. This is the notification period and that the

requirement is right now that there be at least two. We are making that explicit and we're putting some suggested timing with the process by which this can be altered if a registrar has a rush now.

This is subject to ICANN being able to implement the exception process and obviously, so that's going to be one of the considerations. Comments? No comments, no X's, we'll presume that means general agreement and go on to further wording of it.

Number 13, expiration - notification if a pending expiration must include methods that do not require explicit action other than standard email receipt in order to receive notifications. The specific target being that you cannot just post it on your domain management systems and presume that the registrant goes and checks it everyday.

And last one we have here, unless the registered name holder is deleted by the registrar, there must be at least one notification. What does that say? At least seven days prior to it no longer being renewable. No comments.

All right, the only thing on our list today then is the new proposal for Michael, Marika, if we could put that up on the list? I haven't heard anyone recently; I hope I'm not the only one on this call.

Michael Young: I'm still here.

Alan Greenberg: Okay, good.

Michael Young: Okay, Marika - yes that's good. Remove the number three, that's confusing.

Alan Greenberg: Michael, do you want to go through it?

Michael Young: Sure, so this is really - there were two more recommendations that were being talked about on our list that haven't actually made it into the document

yet. And one of them, James put forward on behalf of the registrars that talked about - which was a great offer, which was to give a period after expiration which registrars will guarantee a, for lack of reinventing terms, the original registrant or original name holder can definitely get the name back and this is after expiration but prior to a deletion in entering RGP.

And I think they suggested originally a five day time period and there was some talking back and forth and a ten day seemed to be acceptable to everybody but then additionally Alan put forward on behalf of a few folks, the desire or the idea to darken the domain with the intent to make sure that the original registrant that, you know, we presume has gone AWOL, notices that their domain services, any services that they have associated with the domain are interrupted, so therefore they can - they're all the sudden aware that their name's expired or something's going on and it incites them to contact their registrar and ask what's going on.

Everyone, you know, has various problems on either side. Registrars understandably were trying to balance this with their existing and potential business models plus cost, but I think everyone was fine with the idea of finding some, you know, in principal, you know, everybody was fine with the idea of trying to shake the original registrant awake and give them an opportunity as long as it didn't disrupt, you know, people's business models or created costs metric to getting a hold of that registrant that, you know, destroyed again the business model.

So, after going back and forth with looking at 15 different variations, this is what I came up with to amalgamate the two ideas together in a way that I think if there is a registrant still alive to get a hold of, an original name holder, this should do it. However, it's the least disruptive thing, that we get their attention in this regard that would also allow registrars a fairly extensive amount of flexibility and hopefully does not cause undo pain or problems with their existing business models, which is why I suggested it.

For eight concurrent days, at some point following the expiration, meaning those eight days could be, you know, starting from day one after the expiration, they could start at day 15 of the auto-renew grace period, they could start at day 20. It's really at the registrar's discretion, but when the registrar is prepared to, they can - they will have to start - they're required to start an eight-day period where they disrupt the original DNS resolution path.

And the reason we use specifically, you know, disrupt or interrupt it, is because you want to get the original registrant's attention but that doesn't mean you have to darken the name, it means you can point it toward a, you know, (unintelligible), you can point it towards a landing site, if it's an email service you can put it toward another landing email server set up to actually act as a gateway and store email but bounce - do bounce backs so that, you know, you're keeping that potential registrant's email.

You have all kinds of options this way, because the language is loose enough, the only point that you're trying to do is get their attention at your discretion - at the registrar's discretion on how to do it as long as they've interrupted the service in one way or another. And during those eight days, while the service is interrupted, domain must be recoverable or renewable by the original registrant.

So, I think that's extremely, that a fairly extremely flexible way to accomplish that goal and, you know, we need to emphasize that it's still the registrar's complete right if they want to day one delete the name or delete day 20, or delete it in the middle of this eight day period.

It doesn't matter, because upon deletion you're still giving the registrant - you're still therefore, once you delete you put into RGP, you're disrupting the service at that point, the name actually is going dark at that point, and the original registrant has - the original name holder has the ability to recover the name and RGP so they still have a protection that's reasonable. And I think that was the balance point.

Alan Greenberg: Thank you Michael, a couple of comments on it. I like it in that I believe based on our registrar survey, that no registrar would have to do anything particularly different from their normal business model to satisfy this. This doesn't say you can't darken it day one and keep it for 40 days as some registrars do, because that meets the minimum requirement and similarly, it allows someone to delete it as early as eight days afterwards. I'd obviously like to see that longer, but you know, not quibbling over that at the moment. That meets that criteria.

I only have one concern with it and that is the term original DNS resolution path of the RAE. I'm a little worried that for registrars that also are web hosters, that under today's rules, if the page - if the site is redirected to a parked page, a monetized page, or whatever, that that can be done without a DNS change, because that can be done purely within the web server. And I want to make sure our wording covered that case.

Michael Young: I think it does Alan.

Alan Greenberg: Parden me?

Michael Young: Alan, this language absolutely, from a technical person's background, this language absolutely covers that. The requirement is to interrupt the original resolution path. Resolution path by definition is all the way from the top of the DNS hierarchy to the (final A) record. Okay, so this is an interruption of the resolution path, which would capture the situation, you're talking about.

Alan Greenberg: But if you have a web post...

Michael Young: Doesn't matter.

Alan Greenberg: But this can be done without changing the (A) record. It's purely done within the web server.

Michael Young: No, but the registrar's required to interrupt the resolution path in this case, Alan.

Alan Greenberg: Okay.

Michael Young: Required.

Alan Greenberg: Sorry, sorry, okay I was reading it backwards. I withdraw that comment. Thank you. James.

James Bladel: Okay, sorry, a little slow on the mute button. Okay, so just a couple of comments, observations and questions, but before I thank Michael for putting this out there. It's very - I think very concise. So, please, allow me to complicate it.

So, just first a suggestion when we talk about this eight day period and I want to borrow from a couple of country codes here a term that they use that I actually liked, which is called quarantine. It's an idea that, and you know if you - the Webster's or whatever dictionary I think said something about quarantine where something is kind of held in isolation so it can't interfere with or be interfered with.

And I think that's, you know, that's a good - rather than putting more acronyms into the ICANN alphabet soup, I kind of like the idea that we could synchronize some terminology around the idea of quarantine.

The first question is why eight days? You know, how did we arrive at this number? I understand it's probably a decent compromise between five and ten, and if that's the answer well, that's good enough for me. To be honest at this point in the game, I just want to know if there was something we were aiming at when we were choosing eight days. I had a concern...

Michael Young: Do you want me to answer that or wait till the - or answer all of them at once?

James Bladel: Oh sure, go ahead a take a swing at that one as long as I can keep my place in the queue.

Michael Young: That ones the easy one James, there is something between five and ten days, that's part of it, but logistically it encapsulates a full week with eight days. So, you know, that's basically the logic -- we are definitely a full week, if we say eight days, we're giving them a full week.

Alan Greenberg: And James, we weren't likely to get something more than ten, since ten was already what we're offering. Otherwise, I'll edge it up to 15 right now and make it two weeks.

James Bladel: Well, okay, so then the next question I had was relative to, and I want to make sure I didn't loose my place here, oh, yes, I kind of reference or alluded to the phone on the email list, but if I'm required to give a eight-day concurrent period, suppose I, (jamesesregistrar.com) decide that I'm going to have the last eight days of the auto-renew grace period be my concurrent days, but I'm also allowed to delete the name at anytime in that 45 days and not necessarily precluding a deletion within this eight day period.

So, I could, as a matter of practice, say I'm leaving the last eight days but I'm deleting on day two of that eight days. So, in effect, I've gutted the intent of this policy in that I'm only allowing six days before I kick it over to RGP. Is that, I mean...?

Michael Young: That's not a problem. The deletion is fine. Delete it like immediately upon expiration and take it to RGP, that's actually a fine option, I mean it's maybe unfortunate for the sleepy registrant, but the important thing is, you know, the important goal or the balance here, is that they still get a last ditch effort to recover their domain, even if they're in RGP, and that's an important protection for them.

The, you know, and I'm taking both sides, equally important is the viability and flexibility of the registrar's business model. Remember guys; I'm the neutral party that's trying to see both sides here. So, yes, if it's the right thing for the registrar's business model, delete it and go ahead. If what you're really trying to do is maintain that customer, retain that customer, then you can opt into doing the eight day thing and give them a last ditch effort at it.

James Bladel: Okay. And just, you know, before I let you go, just one other observation. From my perspective, and I think the perspective of some of the other registrars, but I don't want to presume or presume to speak for them. But definitely, I believe to the greatest benefit of the RAE, I think that those eight days will have the largest impact if they are the first eight days following auto-renew or following expiration.

I just feel like the possibility that some registrar might hide those in the middle of that 48 - 45 day period or clip them short at the end with RGP, as we were discussing, or just - I just think it has the possibility to be confusing if it's not the first eight days. And so therefore, I would just propose that we discuss that and if it's something other registrars aren't going to throw rocks at me for, than, you know, maybe we should explicitly state that.

Michael Young: James, you know, if you can - if the registrars can concur to that, I think we'd all be happy to see it be the first eight days, if everyone's okay with that. If it doesn't, you know, if that can't be - if consensus can't be built around it, than probably the way it stands still has some very decent effectiveness. But I think you're...

James Bladel: I think it's diminished quite a bit if it isn't the first eight days, but that's just my own personal take on that.

Michael Young: Yes, I think what it does is it still -- you know, look if it still offers some protection to the original name holder, the registrant, even if they play around

with it, they've either got to throw into RGP, which again gives them an option to get the name back, or they have to go through the whole eight days.

You know, they can - if we all agree to doing that - to do this as a PDP, then it can't be circumvented without someone, you know, willfully breaking their obligations. Which, you know, there will always people that potentially do that. We can't solve for that one; that's somebody else's job.

But I do think it has some effectiveness, ideally it'd be great if it was the first eight days, I think that would be even more powerful. But, you know, I don't think it's a showstopper, if you're volunteering to go forward with the registrars and discuss it and see if you can get consensus that would be fantastic.

James Bladel: Well, thanks, and I'm hoping their speaking - I'm hoping they'll speak up today.

Alan Greenberg: Okay, we're getting perilously close to running out of time and Margie had her hand up for a long time, let's go to her quickly.

Margie Milam: I just had a question about the eight-day period. So, it gets - original DNS is interrupted, if the registrant realizes they want the name back, do they have to wait the eight days, or can that eight day period be shortened so that they can get their, you know, basically pay and renew and get their site back to operating the way it was.

Alan Greenberg: I would assume as soon as they pay, or even say they're going to pay it can be reinstated, but you're right, that needs to be clarified in the policy.

Margie Milam: Yes, because the way I read this was the opposite, that you'd have to wait eight days and somebody waiting eight days with no, you know, website, might be a problem.

Alan Greenberg: It's basically, right now virtually every registrar; at least the majority of the large ones interrupt service today, whether they do it day one, or day three, or day five varies, or day 20. But, what's being talked about here is my understanding is exactly the same thing. Right now, if the domain is blacked out or is redirected to a parked page, as soon as you pay or as soon as you do whatever the incantation is the registrar wants, it goes back to your website.

Margie Milam: Okay that makes sense.

Alan Greenberg: Mikey?

Michael Young: Thanks Alan.

Ron Wickersham: Yes, this is Ron, I have a question.

Alan Greenberg: Yes, I'll put you in the queue.

Michael Young: Go ahead Ron.

Ron Wickersham: Thanks.

Michael Young: Go ahead. You want me to go or you want Ron?

Alan Greenberg: Yes, no Mikey, you start; I'll put Ron in the queue.

Michael Young: Okay. I love this. I think it's great. I want to thank everybody for hanging in there to get to this and I hope we can finish it off. I think to the extent that I introduced confusion by insisted on dark, that was my error and I want to tip my hat to everybody who got past that, because that's not really what I intended and I like this a lot. That's all.

Alan Greenberg: You know, I'll take part of the responsibility for that. I used the term darken in my proposal; although I defined it as being interrupted or whatever, it still was the word that caught people's attention.

Response to James's comment on it should be the first eight days, when if you go back way, way, way to an earlier version of this many, many, months ago and the suggestion was that it be darkened no later than day three. And there was a lot of flack from some registrars and some registrants who for business continuity reasons wanted to keep the domain around longer and give a larger grace period and a larger opportunity for the registrar to find the registrant and not stop service too early.

So, that was why in later versions we had exceptions and things like that and so, I'm happy with it being - happening immediately as happens with most registrars right now, but there were some that objected to it very strenuously. Ron is next.

Ron Wickersham: Yes, I'd like clarification on one point. The eight days, is that mandating at the end of the eight days that the registrar put the name into delete, or is there still the current practice of approximately 30-40 days before the name goes into delete?

Michael Young: That's correct. So, if I'm a registrar and I choose to apply those eight days immediately after expiration, I would do this process from day one to eight. Once I'm on day nine, I can continue with the domain and whatever else my business model normally does with that domain, throughout the rest of the auto-renew grace period.

Alan Greenberg: As I understand it, it is silent, and therefore the registrar can do whatever they want. Currently, (Tucows) says we will give you 40 days, they darken day one and give you 40 days to renew and this would allow them to do that. On the other hand...

Michael Young: I would suggest you stop using the word darken and use interrupt.

Alan Greenberg: No, no. Sorry, interrupt. Thank you, I didn't even realize I said it. Some registrars interrupt immediately and give many, many, days. This policy would allow them to do that. Some registrars darken and after ten days they sell it unilaterally...

Michael Young: Interrupt.

Alan Greenberg: Interrupt. Did I say darken again?

Michael Young: Yes, you did.

Alan Greenberg: Whip me if you can teleconferencely. Interrupt and after ten days or whatever number of days they unilaterally sell it or they delete it. All of those things are viable. They could even put the old site back up again at day nine, as if nothing had happened. I don't know anyone that's going to do that, but they could. Michael, did I represent you properly?

Michael Young: Yes, they can do what they want. That's the idea, because we want to give protections with also allowing people - equally we want registrars to be able to have their viable business models.

Alan Greenberg: Ron, anything else from you?

Ron Wickersham: No, thanks for the clarification.

Alan Greenberg: Michele and then Cheryl.

Michele Neylon: Let Cheryl go first.

Cheryl Langdon-Orr: How very polite of you Michele, I appreciate that. I was on the call the whole time, but I dropped off the (unintelligible), my screen went dark and it

took forever for me to get back in, which is why I put my hand up when I did. I just wanted to say, thank you very, very, very much on bended knee Michael. And I'm very happy with the way this is heading, but if we can hear back from the registrars whether there is a an impediment to it being in the first eight days, let's find out about that as soon as possible. If not, I think this needs a real number and to be integrated as soon as possible. Thank you.

Alan Greenberg: Just on that line, my intent was by the middle of this week to, or not middle, by Thursday, to have all of the other recommendations which we've been talking about that haven't been yet integrated into the proposal to be integrated so we have the full set for our last two meetings. Michele?

Michele Neylon: Just going back to Cheryl, and to you Alan. I think the - with regard to the registrars I think the - some of the input that Michael has given has been incredibly helpful. And I'll echo Cheryl's comments. Thank you Michael, please this is very good.

We would have to - I think we would have to discuss this to see if there's something that we as individual registrars might have overlooked because as you all know, and Mason says this a lot and others will say this, I mean, there's a lot of different business models and some of the things that some registrars may wish to do may strike me as being rather odd, but probably things that I do that they find quite odd. (Mike) are you saying that you can't hear me?

Michael Young: Ah, there you go. Maybe you just had your finger over the microphone.

Cheryl Langdon-Orr: Very smart Michele.

Michele Neylon: Sorry, so I mean the thing for example with respect to, you know, the interruption of services on domains. I mean, when we were in Brussels, a registrar from somewhere in South America raised an issue, because, you know, back to - the way they handle things with their registrants is very, very

different so, you know, it's something - it's not something we can rush into. I mean, hopefully we could again discuss this, get some feedback, but obviously, you know, it could have a big nasty (unintelligible) that I can't see. Sort of the reason why I raised my hand, obviously, it's not that important, so I'll take it down again.

Alan Greenberg: We have nine minutes to go and at this point, no hands.

Michael Young: Call it a job well done.

Alan Greenberg: Marika?

Marika Konings: Yes, this is Marika. Just a question on the dropped final report. Because I think at the last meeting, some people indicated that they, you know, still wanted to send in some suggestions and we spoke about, you know, some of the changes that people had suggested for the background section and actually including that in the notes, and I realize that actually those people that we're talking about are not on the call, but does it make sense to send out another reminder to the list to see if people are still working on that so we can move forward on that part of the report as well? Or has anyone received any feedback from others that they're still working on it?

Alan Greenberg: I know I had some comments that I made in my comments on Oliver Hope's suggestions and I think you made a similar one in terms of not changing the part that was taken out the issues report. Other than that, I think at some point we're going to have to assume that no one else has problems if they haven't commented.

There will always be a chance to alter it, you know, in the very final report. I don't think we can wait too much longer since we only have two more meetings. The concept of a late in the week meeting has been essentially squashed, so we have two more meetings and I think the recommendations going to take a fair amount of that.

Not seeing any other comments, I assume we're going to have to go ahead with something like that. Marika, you and I were delegated to decide on exactly how we pull for consensus and I think we need to talk about that very soon, not today obviously, but perhaps tomorrow. Anything else we need to break up or did we leave with an opportunity for ending this meeting a few minutes early after a very successful one. I thank you all. No other comments? Thank you all.

Michele Neylon: Thanks Alan.

Alan Greenberg: Bye bye.

Margie Milam: Thanks everyone.

James Bladel: Thanks everyone.

Man: Thanks gang. Great job.

Cheryl Langdon-Orr: Thank you Michael. Thank you Michael. Thank you Michael. Thank you Michael.

Michael Young: You're very welcome. Bye.

Man: Thanks.

Woman: Thanks (Lyle). Enjoy the rest of your day.

END