

GNSO
Post-Expiration Domain Name Recovery (PEDNR) drafting team
18 May 2010 at 18:30 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 18 May 2010 at 18:30 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-20100518.mp3>

On page:

<http://gnso.icann.org/calendar/#may>

Present:

Alan Greenberg – ALAC – Chair
Jeff Eckhaus RC
Cheryl Langdon-Orr - ALAC Chair
Ron Wickersham – NCUC
Shiva Muthusamy – At-Large
Tatyana Khramtsova - RC
Michele Neylon - RC
Ted Suzuki – IPC
Berry Cobb – CBUC
Mason Cole - RC
James Bladel – RC
Paul Diaz – RC
Mike O'Connor – CBUC
Helen Laverty - RySG

Staff:

Margie Milam
Marika Konings
Gisella Gruber-White

Absent apologies:

Karim Attoumani – GAC

Coordinator: Excuse me. I'd like to remind all participants this conference is being recorded. If you have any objections you may disconnect at this time. You may begin.

Gisella Gruber-White: Thank you. Good morning, good afternoon, good evening everyone on today's PEDNR call on Tuesday, the 18th of May.

We have Alan Greenberg, Tatiana Khramtsova, Siva Muthusamy, Cheryl Langdon-Orr, Michele Neylon, Ron Wickersham, James Bladel, Berry Cobb, Paul Diaz, Jeffrey Eckhaus, Mason Cole, Ted Suzuki, Mikey O'Connor.

From staff we have Marika Konings, Margie Milam, myself Gisella Gruber-White. I hope I haven't forgotten anyone and I haven't got any apologies noted. Please just state your names when speaking for transcript purposes. Thank you very much.

Over to you, Alan.

Alan Greenberg: Thank you Gisella. All right. Today I think we're going to try to do one final pass of the survey so that we can get that out in the next day or so. And it's looking pretty good. We're having some birth pains with the survey tool, but other than that I think it's getting close.

There have been a number of changes in the last week or so. And I'd like to review them now. The only other thing on our agenda is to talk about the report and we've gotten some comments in. And hopefully we will get significant others in the next N days. We'll talk about what N is.

And we also need to talk a little bit about preparation for the session in Brussels. All right. If you want to scroll down, the changes are highlighted in the report that was sent out. I don't - I sent it out late last night so everyone should have gotten a copy.

Okay. The first substantive one is in Question Number 2. And at the last meeting we decided to do away with the specific day ranges and to put a more global one of less than 29 days - 30 to 39 and 40 plus. We used slightly different numbers but they (unintelligible).

So I - I somewhat arbitrarily picked these. This is in line with the actual numbers that show up in the survey we did at registrars. In that there was none of the registrars we looked at that provided less than 30 days. Some had 35 and the largest number was 40.

Any problems with what we have here or do we go with what we have? And again, as we agreed we're asking just basically the same question as should it be part of policy that is all registrars are required to do it which implies we already know the good guys are doing it.

The question is do the other - do we require that everyone do it or do we just say there is no policy but perhaps there's some sort of best practice? In the absence of hands I'll assume that this is acceptable to all. A chance for people to yell out if they're not on the Adobe room. No? Okay. All right.

Woman: Ron's hand is up.

Alan Greenberg: Ron's - yes, Ron. Go ahead. Sorry. Thank you.

Ron Wickersham: Yeah. Yeah, so sorry. One thing - after - after considering all of the - all of the various states I'm - I'm wondering if there could be agreement to select a smaller number of days.

I'm troubled by the fact that in this provision we may say, you know, in one you may say 29 days and another one you say one month. Another one says 30 days but we - in the preamble or the issue part of this we point out that 45 days is the EDD piecing that had reached a consensus.

So for the purpose of making everything clearer there's - there's - I'm persuaded that it would be good to have 45 days for almost everything because they're all kind of equally important. It's important to renew. It's important to have the grace period, etc.

So that's just a comment not really a request to revise the...

Alan Greenberg: Well I mean I would certainly support that. You know, I'd support any number that's big. The question was do we want to require that as an absolute minimum for every registrar and allow some level of differentiation - differentiation between registrars?

Or do we believe that it really must be the full ARGP time? James?

James Bladel: Yeah. Really quickly Ron I just want to point out that the reason we say 40 and I think (Godettis) is 42 or 43, is because of the 45 day ARGP.

You know, we want to allow ourselves one or two extra days for, you know, communication, coordination, method of payment, clearance and, you know, all of just the little things that could accumulate into an extra day or two of push you over that timeframe.

So I think that's why we say something like 40 to 43 days which gives us a couple of extra days margin of error.

The second point was just more along the lines of, you know, when we talk about requiring these types of minimums one, they involve the ARGP where essentially mandating that some registrars who don't currently offer or don't currently subscribe to the ARGP - we're telling them how they must manage their finances.

And I think that that shouldn't be undertaken casually. We really need to think about what the downstream implications of that recommendation would be.

Alan Greenberg: Just for clarity, the (ADDP) allows a registrar to delete the name early and that was addressed - that - that issue was addressed in the change that was done into the issue description. So...

Ron Wickersham: Okay. We're good.

Alan Greenberg: ...none of the - none - none - none of this precludes a registrar from deleting it at Day 1.

Ron Wickersham: Okay. Thank you.

Alan Greenberg: We need to address the problem of how does a registrant handle that but we're not putting the onus on the registrar to bear that cost. Jeff?

Jeffrey Eckhaus: Yeah. I - maybe - I guess Alan could you explain - now I - I was a little confused now. I thought you cleared it up. Now I'm even more confused.

Alan Greenberg: Okay.

Jeffrey Eckhaus: Because now like I was - I under - I was with (James') point and I agree with him. And then you clarified it but then I don't see how it does that.

So maybe - can you just - could we just step back and do a quick - could you do a quick walkthrough of it? Because I like what you're saying but I don't see it. So maybe if you could clarify it.

Alan Greenberg: There's a paragraph that's in red just before options.

Jeffrey Eckhaus: Right.

Alan Greenberg: And it says when we do the actual - we're not trying to craft the words in the RAA here. But it says when we craft those words we have to recognize that there are registrants who are allowed - that registrars are allowed to do a delete early. And the words - and the crafting should remember that.

Jeffrey Eckhaus: Okay. And let me just take - I'm going to take just a quick read. So it should say - it should consider the ability of a registrar. Okay. I'm just - does that - is it worth going through this?

I'm just thinking does it have teeth if we have that? Because then I don't know, let me - give me a second to just read through this again because I'm - now I think I've got a little clarification on it.

Oh, you guys shouldn't wait for me. Keep going on this.

Alan Greenberg: Okay. Let me address it a little bit. The reason I didn't try to put the very specific words there, you know, partly because we're not really at the crafting a policy stage and partly it's dependent on how other things go.

If we decide for instance, that the RGP is not mandatory then allowing a registrar to delete the name Day 1 essentially says that name is absolutely gone. Because if they delete it and they don't offer an RGP and we don't allow a transfer under an RGP the registrant has no options left.

So some of these things are to use the words that we've used in other policies - the tapestry - that they're somewhat linked together. And when and if we're crafting policy we have to actually look at it as the whole package, not just one by one.

All right. In the absence of - if Jeff if you want to come back in on that one we can go back.

Jeffrey Eckhaus: Yeah. Thanks, I might. Thank you though for that option.

Alan Greenberg: All right. The next one - let me try to remember what was done here. Okay. This is the change that was suggested in the last meeting on the issue of sending notices.

That is any policy change should consider giving a registrant the ability to explicitly opt out of notices and to conditions such as deletion of the name that removed the need for notices.

So essentially we're not saying blindly send out notices if, you know, if the name - if the - there's a situation where clearly they are not needed. There was no other change in that one in intent. All right, in question four - Jeff?

Jeffrey Eckhaus: Yeah, sorry. Just a quick one on this. So do we - maybe I'm just still confused but on this one then wouldn't we need to change the EDDP then?

Any policy change would also have to change - would have to flow through everything else and say - give the - say, you know, you know, the second notice however that's qualified - all those things and says unless registrant explicitly opts out of notices. Am I correct on that?

Wouldn't we have to flow through that? And I think that would leave sort of less protections but that's just my personal opinion. But wouldn't we have to flow through back to all of the other old policy on that?

Alan Greenberg: Oh, I think any of these things I, you know, in the original versions we have - well actually this one still has revised - it says revised Section 3.7.5 or elsewhere. I think the RAA has to be considered as a whole regardless of whether it's associated with the EDDP change or some of the base code in it.

So I agree with you that the concept of opting out has to - is going to have to be carefully crafted. You know, so - and that's why in this - in this document I capitalized explicitly just so it's got to be fine.

But I think the point was made perhaps by James, I'm not sure, that there are - or it may have been you, that there are situations where for one reason or another a registrant says I do not want these 45 notices. And certainly the prior deletion is one of those but there may be others.

I'm not wedded to giving this exemption. It was requested by somebody.
James? Yeah, James?

James Bladel: Yeah. I think that - I think - I think Jeff made some good points. I think I also had some concerns about this as well. And I don't - I don't think it was me that raised this exemption. I think I pointed out some examples where folks get frustrated because we don't allow them to opt out.

But I don't feel that we should give them that ability, especially for these non promotional urgent message that - messages that affect their registration.

Alan Greenberg: Okay. So the opt out - the opt out is gone. We'll still have some words there which make it clear that, you know, an explicit deletion request or something like that means you don't have to (unintelligible) notices. But...

Man: Hang on. I think that Michele had a point there. So I just wanted to say it wasn't me that raised it. I'm not saying that a person...

Alan Greenberg: No, no, I...

Man: (Unintelligible).

Alan Greenberg: Unless I'm hearing other words I, you know, I added it from a point of good will. Is there anyone who feels we need the explicit opt out? Remember, we're not crafting the policy here. We still have an opportunity to look at options like that.

But if no one really feels it's desirable there's no point in committing to it right now. Jeff are you...

Jeffrey Eckhaus: Oh no, you know, it was up from before. But I don't think - I don't think it's needed but that's just - and that's just...

Alan Greenberg: Okay.

Jeffrey Eckhaus: ...an opinion. But...

Alan Greenberg: Then let's - let's take it out of the survey and we still have the option that, you know, when we get to the point of actually looking at the detailed wording - what we feel is necessary. All right. Okay. Question 4 is the notice periods. That is when do notices get sent?

I originally had some windows. They were generally people like the concept of specific time and some leeway around it.

And I think what we ended up with last time is a notice should be sent at the one month and one week period with leeway around both the one month - sorry, leeway around the one month of a week and leeway around the one week of three days.

That gives at least four business days before expiration that the notice can be sent. So which essentially says there's a notice that is not too early and one that is not too late. Anything above that is fine. Michele?

Michele Neylon: Just be careful about using the term business days. Are they business days or working days just now? Just be careful with that one. It should just be days.

Alan Greenberg: I believe it is days - it is currently days which presumably means calendar days.

Michele Neylon: You know, you just - but you just said it which is why I raised it.

Alan Greenberg: Sorry. If I said business days I didn't mean to. I retract. But I don't think the document says business days. The only time we have days mentioned is

under the three days and I would say three calendar days. There it should be explicit.

Otherwise three business days could extend to be five or six days depending on which week it is. Anything else on this question? Going once, twice, okay. Five was the ugly one where we had things ranging from substantive changes to Twitters.

And I made a minor change in the preamble because I didn't quite know what facilitate information was. I think we meant information exchange or something. So I put communications as something that parsed might be better.

The new sentence at the beginning of issue came up in the review we did just prior to the last meeting. That is it became obvious that the current RAA and EDDP do not say anything about methods of how the - how this notification should be sent.

You know, whether it can range from something, you know, being emailed this seems to be the fault one that people expect. On the other hand it could well be carrier pigeon. And I have added a question in the options that reflect that.

So essentially I've asked the first option, do the - should the RAA specify a specific means of communication? And if so, the person filling in the survey should specify what that is. Should it state clearly what methods will be used? It says it's the option of the registrar but they have to tell you ahead of time.

Most of the next ones were there - were there. I did enlarge the words on the issue of what email address to use just to make it clear what we're talking about. I hope my parenthetical of if domain dot TLD has expired at least one of the addresses must not be usdomain.tld.

If that's not clear let me know. I've removed SMS and Twitter on the recommendations of everyone. And I think the rest of them were basically the same. I took out the hosting context because I didn't know what that meant.

If someone can explain what it meant I'll be glad to put it back. But as it was worded I wasn't quite sure. Jeff?

Jeffrey Eckhaus: Oh sorry, I just muted myself. I was looking - include a hosting contact. I - that - I don't know about that one. But what I do have a question on is should only accept WHOIS data that includes at least one contact used other than the domain in question.

This is one that I don't know how you would enforce or how to put - even to put it in. You know, you could say - you could tell someone - you could have a note that says on your form you could say please use an alternate email address.

But should only mean that, you know, what we're saying is that the RAA should be amended to do that. And if somebody puts something else then you're saying okay, I need to - then they're out of compliance.

And I don't know if that's - if that - one, if that's - if registrars can even check that and validate it. And two, if it's - if that's going to be useful, if it's going to, you know, you're asking - it's a huge change. And I don't even know if it could be done.

But then we'll - a lot of people will be kicked out, will be out of compliance for it because the registrants might not enter in another email address. I mean you could say hey, please enter another email address but - as a suggestion. But I mean we have an alternate one at (ENOM).

We let you off if you enter in two. But I think that that's a major, major change that we should not just think about lightly or even suggest that hey, if we - if

this group thinks it's a good idea we should implement it. Because that is a major, major change for how things work.

Alan Greenberg: Okay. I have a comment on that but let's go through the queue. Mikey?

Mikey O'Connor: You know, mine was about hosting and I think it was just hosting provider contact was what might have been...

Alan Greenberg: So you're...

Mikey O'Connor: ...secondary there.

Jeffrey Eckhaus: ...saying if there - if the registrar knows about a hosting contact or...

Mikey O'Connor: Yeah. I was just going to suggest that when you were wondering who the hosting contact was, I think it's hosting provider contact. That's all. I tend to agree with Jeff on the - on the notion that forcing registrants to register their email outside of the domain does strike me as tricky. But...

Alan Greenberg: I'm not sure why it's tricky. I'm not - I could probably give you an argument why it's not a good idea just like I can why it is a good idea. I'm not sure why it's tricky. If you know you're handling the who is data for Alan Greenberg dot com...

Mikey O'Connor: You know, let's say it's (Thompson Reuters), you know...

Alan Greenberg: Okay.

Mikey O'Connor: ...the gang I hang out with a lot. You know, you're basically saying that (Thompson) - do everything in the galaxy under (Thompson) dot com except manage who is. It's tricky. I mean a data center ops guy would sort of go huh, what are you talking about? That's all.

Alan Greenberg: With - but with the result that if the domain expires the email - any post expiration or reminders to that domain don't...

Mikey O'Connor: Right...

Alan Greenberg: ...get delivered.

Mikey O'Connor: ...which is good. Which is part of the reason we've had all of these conversations about a alternate notification...

Alan Greenberg: Right.

Mikey O'Connor: ...that the - having all of the services fall down so that people get reminded really fast.

Alan Greenberg: Yeah. Okay. James?

Jeffrey Eckhaus: Alan, it's Jeff. Can I just follow up one point and just...

Alan Greenberg: Sure.

Jeffrey Eckhaus: ...maybe I wasn't clear about how it's tricky. Let's just say - I'll give you a - an example. Usually this is the easiest way to clear it up. Let's say I want to get my mom online and say she says okay. And I want to get her, her domain and her email.

Alan Greenberg: Right.

Jeffrey Eckhaus: And she - you're saying - what you're saying to somebody is hey, you know what, we don't - you need to go out and get another email address through some ad supported email company like a Hotmail or a Gmail or pay for an alternate one, because the email address you're getting, you know at mom

dot com, you know, say she has - say mom dot com was available and she gets mom dot com.

And, you know, she gets me at mom dot com as her email address saying hey, you know what, you can't get online like that. You need to go - you need to go to a free ad supported service, have them read your email, display ads for it.

You need to check that afterwards, because that's where your notices are going. Because the email address that you're buying from this registrar isn't sufficient.

And that's where it gets extremely tricky. You're telling people hey, you can't get online unless you have another email address.

Alan Greenberg: Understood. Michele? Ron next I think. No, sorry. James is next I think.

James Bladel: Yeah. And I just wanted to say I agree with Jeff. And I thought that we had discussed either here or elsewhere in the survey, the idea that this would not necessarily be a requirement for registrars to filter this data and verify that the email address was different.

But we were going to include some language or some cautionary statement in the WDRP, the (unintelligible) Data Reminder Policy messages that were sent out that, you know, if you choose to have these self referencing domain names, that you could run the risk of losing important notifications and losing your registration.

So I thought that, you know, that was kind of what we were driving at with this option. But I haven't actually called...

Alan Greenberg: I think...

James Bladel: ...this (unintelligible).

Alan Greenberg: ...that it's covered somewhere else also.

James Bladel: In that case I would ask that maybe we could reinforce it here.

Alan Greenberg: Okay. Ron?

Ron Wickersham: Yes. With regard to the billing contact, along with the registrant, my impression was that all contacts were to be notified. So I may be wrong there but in some registrars where I'm the technical contact, I get notified.

And often this is good because, you know, since I'm handling the DNS issues I should be aware that the domain may potentially expire, as well as I usually know who to contact to really get it renewed. So if it...

Alan Greenberg: I believe but there are other people coming up to talk who can tell - give us better thing - that the RAA is not explicit on who must be notified. I know some people notify everybody and their cousin.

I'm not sure there is any specificity of saying should it be the billing contact, should it be the admin, should it be the technical. But if we can go onto the next people maybe they can enlighten us. Was there anything else Ron?

Ron Wickersham: That's all. Yeah.

Alan Greenberg: Okay. Michele?

Michele Neylon: Yeah. Okay, there are two things here. One is that mandating it - mandating this kind of change by the RAA is a very bad idea. Both James and Jeff have pretty much said what I would have said.

I mean the simple thing is you can suggest, reiterate, emphasis, warn, give people multiple warnings, explain to them the reasons why they should do something, etc., etc., etc. But the reality is in practice that they A, probably won't do it; and B, you're adding an extra level of complication.

And the kind of situation that we see regularly is that somebody who's never had a domain name ever in their lives - they might have a free throw away email address from a Hotmail or a Gmail or maybe from some ISP that they have a dial up account with at some point.

They call from their register domain be thus a dot com or in a ccTLD. They get an email service and they start using that. And they stop using the free email.

And in many cases with Hotmail and all the other services they actually close down accounts or render access to them pretty impossible if they're not logged into it for a period of time. So for example - in Jeff's gave the example of his mother.

I mean I would have used the example of my own mother who is probably about roughly the same vintage as Jeff's. To ask my mother to maintain a second email account just on the off chance that her primary one would cease functioning because the domain had expired is unreasonable.

And it wouldn't actually work. Whereas suggesting somewhere that people that can buy the WDRP or just anywhere else that they make sure that the contact points are kept up to date and all of these kinds of things is the only sane way to do it.

Alan Greenberg: Or...

Michele Neylon: To my eye.

Alan Greenberg: ...offer your mother that the email be sent to you.

Michele Neylon: Well in the case of my mother's domain Alan as I'm sure you'd appreciate, the woman never ever sees a bill for it...

Alan Greenberg: Right.

Michele Neylon: ...because I pay the - I pay the heartless capitalist swine however - my mother - my mother...

Alan Greenberg: But you're a good son.

Michele Neylon: No. It's nothing about being a good son. It's just one upon a time I had a mail server that was not completely reliable. My mother was the early warning system. I get (unintelligible) from my mother at 3:00 in the morning that her bloody email isn't working.

I make sure that A, it's working; and B, she doesn't get emails about it. I can assure you.

Alan Greenberg: You are a good son. Before we go on I'll point out that this was one of the options. The next one is it's not required - it's not required that you insure that the address not be different. But that you issue a warning. And there are two more options later on that both of these things be done as best practices. So...

Michele Neylon: But it's the furthest...

Alan Greenberg: ...you know, this wasn't - this wasn't...

Michele Neylon: It's the first (unintelligible) that the RAA be amended is the problem.

Alan Greenberg: I'm sorry?

Michele Neylon: You said - you've got the first line saying recommends that the RAA be amended.

Alan Greenberg: Yes, but then the whole set of options is repeated under B as best practices.

Michele Neylon: Yeah, but I'm looking at - where's B?

Alan Greenberg: Keep scrolling down.

Michele Neylon: I'm scrolling. I'm scrolling. I can't see a B.

Alan Greenberg: Yeah, just following the first none of the above.

Michele Neylon: Oh, right. Oh, I see what you've done. Okay. Okay, well then I'll just be looking at B. So I still think this - that's an - amended the RAA.

Alan Greenberg: But this is a survey to get different opinions. We're not trying to...

Michele Neylon: Okay.

Alan Greenberg: ...cast all the answers in. (Helen)?

(Helen): Yes. As far as I'm concerned I don't think this should be put in the RAA as anything other than a recommendation. We recommend if possible, to have two email addresses. Not on the who is either.

It's obviously better to have an account that the user uses and they can put their email address that they don't want to be shown to the public in the account. Whereas they're going to put in their Hotmail address or a rubbish email address on the who is where everybody sees it.

And they don't want it to. And I think that's a problem - having two valid email addresses on the domain name. Do you really want to do that? Because you might be putting your good email address on it.

But you encourage people where possible if they've got two email addresses at least, to put them on the account. And again, as I said before, people should be able to opt out of (unintelligible).

So, you know, if you're a technical (unintelligible) and you don't want to get the emails then it shouldn't be required if the registrant doesn't want it. So the way we do it, we have account emails and then we have where to send the emails.

And you can tick off - untick all of them so they never get reminder notices. But it can be to the following list of things. And you take them out - take them off. And other than giving people recommendations - I know people are going to - people are going to (stop) the system.

So all you can do is - we'd say we recommend you have at least two email addresses. And if they decide not to do that that is up to them. You cannot make it completely idiot proof because people are going to do it. I don't think you should start making it difficult for the registrants either though.

((Crosstalk))

Alan Greenberg: Okay. But I'm trying to understand what - in this question we are giving a whole bunch of options that people can say are good things that should be mandated or should be best practices or do nothing.

(Helen): Basically just - we recommend this - that the following be considered. I don't understand why any of it should be mandated because there's going to be so many different cases. And you've got to leave the registrar the flexibility to follow under different circumstances.

Different things come up and trying to put it all in soon doesn't make a lot of sense. But you've got to have a list of recommendations for the idiot registrars that haven't a clue, how to do it. And the ones that are more sensible can go ahead with their own system which works.

Alan Greenberg: And that of course is the point. But I think there are options there which you feel comfortable with because all of these options are listed as best practices also. So you can select none of the RAA changes and do it only as best practices or nothing at all, leave it all up to the registrar.

(Helen): I think it should really be left to the registrars. But if it makes you feel better it's a good idea to say we suggest the following or be done.

Alan Greenberg: I've been told - we've been told that in writing the survey we shouldn't decide on what the answer is ahead of time. So it - I'm trying to understand it. Are people really suggesting that we eliminate option A altogether from this question and not ask the question?

(Helen): That's actually not a bad idea.

Alan Greenberg: I would - okay Jeff?

Jeffrey Eckhaus: Yeah. I think the reason I think my point on this and - I saying hey - let me just open - get back to this - is saying, you know, if you want to give options let's make them options that people - we can actually act upon and that are feasible options.

You know, that's why I, you know, I know you're - Alan I understand your point and you're saying hey, we're just, you know, we're putting this in the survey for people to answer and they need to - let's see what it is.

But I wouldn't want to put that in and then suddenly, you know, there are people in this group who may not be following, who may not understand.

And they put forward and they say okay, let's do it and then suddenly it's like there's a consensus or a majority that this should be an option and then we have to go through this again where I don't - I mean I don't think it's an actual option so that's why I think we would - we should take it out.

As something that would be in the RAA versus something that we could say we recommend that the registrar or whoever it is take another email address, an additional email address which I said, I'm fine with that. I think a lot of us already do that.

But as a recommendation of best practice versus it's required in the RAA that they do that.

Alan Greenberg: Any non registrars want to have a say on this?

Cheryl Langdon-Orr: I do - I'll just say that...

Alan Greenberg: Cheryl and Mikey.

Cheryl Langdon-Orr: I'll just say something. It does concern me a little bit here. I definitely hear what everybody's saying and I'm thinking back to dim, dark days when, you know, I was picking up for the very first time some various domain names and you didn't have an email, you know, in that old. I do remember.

You did tend to put in an alternate - one of those freebie email addresses. And one of the motivators that you - certainly are used for friends of mine as we were trying to encourage this whole concept of it would be a good idea for you to get a Web site for your small (unintelligible) business.

And therefore, you should get a domain name to do that - was to give a - to get away from those free ones, those alternate ones and to give some sense of corporate identity and stability which of course is why the investment in these things for people is so important as well.

But by the same token if you've bought something for ten years it's - or for example in the case, I'd better defend mothers here for a minute, as a mother - as a mother my children have no knowledge that billing is somehow required or magically happens for their domain names.

I remain as the billing contact. Yes, I suppose I could change it. But it just gets paid. Now after I drop dead they will probably be very, very surprised that their email stops working. So there are a few things. So I think the option for alternate is important.

I certainly see where enshrining it in a rule as opposed to best practice could be problematic. But it may come back to this matter of educating our registrants and having some best practice and sets of expectations that registrants can fall back on as opposed to hard and fast rules.

So I'm sitting on the fence, an unusual position for me.

Alan Greenberg: Mikey?

Mikey O'Connor: Thanks Alan, it's Mikey. I wouldn't lose the whole Section A. I mean that's a pretty big step. But I certainly understand Jeff's and James' point that, you know, let's consider dropping this one at least from the list of A, maybe the list of A, the RAA ones and the list of B, best practices ones isn't identical.

Maybe the ones that go in best practice are there partly because they would be very difficult to implement across the board in the RAA.

Alan Greenberg: Okay. Ron?

Ron Wickersham: Yeah, I - I'm concerned that - well I have an historic revulsion to the term best practices from another context not associated with ICANN. But I don't understand in the context of ICANN what best practices means. And for instances, is compliance ever an issue with best practices?

Or are best practices options if you feel like it and have no weight other than that?

Alan Greenberg: I think the answer to that is it depends on which best practice it is. In the case of registries there are safe harbors that they can use if they have taken all reasonable measures or the words are similar to that. And that translates to best practices so they become almost required.

In the case of registrars if there are no best - no safe harbors involved in a particular issue then it's simply an interesting concept unless as some jurisdictions have done there's a code of practice which the registrars need to sign on and Cheryl can talk about that.

Cheryl Langdon-Orr: I was going to clean my (unintelligible) now because that's all I was going to say. If there...

Alan Greenberg: Okay.

Cheryl Langdon-Orr: ...is there working operational mood of industry developed best practice which is a code of practice and that in fact can have some case in some areas.

Alan Greenberg: Yeah. If the registrar's constituency comes up with best practices and a little logo which registrars want to display then it has more teeth than not.

Cheryl Langdon-Orr: Yes, I think that's right.

Alan Greenberg: Mikey?

Ron Wickersham: But can anyone answer my question as far as ICANN's compliance team? Do they ignore best practices or do they embrace them?

Alan Greenberg: I don't think - I don't think they have any involvement with it because it's - they're looking at violations of required action. Mikey?

Mikey O'Connor: Yeah. The best practices thing is sort of evolving in parallel on several working groups. And I think today it's safe to say Ron that the whole best practices thing is pretty undefined at the moment.

But there is some stuff coming out of - (James Paul) help me out. I can't remember if it's RAP or IT or IRTT.

Anyway, there's a gaggle of references that are coming out sort of simultaneously with the thought that one of the next projects that ICANN really needs to undertake is a mechanism to capture them, let people know about them.

But to answer your question directly Ron I think that's the whole point of best practices at least at this stage, that they aren't subject to compliance because they're not part of the contract per se.

Ron Wickersham: Right. Okay, thank you.

Alan Greenberg: All right. I think we've run out of the speakers' queue. The consensus I'm hearing is to - if I could try to meld them all together, is to definitely remove the requirement in Section A that registrars forbid the use of all - or that registrars require at least one of the addresses to be different from the domain in question.

That we can leave it in as a best practice and we go ahead. Doe that come close enough...

Mikey O'Connor: Yeah. I would say...

Alan Greenberg: ...to people's thoughts?

Mikey O'Connor: I would change it - I would change the language. This is Mikey again. Sorry.

Alan Greenberg: Yeah.

Mikey O'Connor: I would change the language so that it's not should only accept but rather something along the lines of what Jeff and James were proposing that strongly encourage or educate or something.

Alan Greenberg: Well there's a second point of talking about a warning. Education I think is covered somewhere else.

Mikey O'Connor: Okay.

Alan Greenberg: But if you leave it to us we'll try to - we'll try to craft some words that add in the concept of that. I'll just make a note. (Helen)?

(Helen): Yeah. I'm basically echoing that. I don't know why we need to use the term best practice at all. Just suggest or encourage is sufficient I think just because it is impossible to do it. And suggest or encourage is perhaps the best way to put it in.

Alan Greenberg: Is there a consensus in this group? I mean we - people have been recommending that we do things as best practices based...

((Crosstalk))

(Helen): You do have to watch some terminology to best practice. And best practice might start getting more enforceable so I would not suggest you try and eliminate a lot of registrants by saying that they have to have two email addresses.

So you start saying best practices - do we follow best practices? No, we don't follow best practices because some of our registrants only have one email therefore we're not a best practices registrar and we can't have the logo.

No, no, I just - we recommend that they - or encourage them to accept a second email or - and that's - the best practice would be the mode of attempting to retrieve another email, not trying to enforce it. So I would take it - take out the term best practice completely for that.

Just recommend or encourage is more than sufficient.

Alan Greenberg: But are you saying that we take it out everywhere we're using it or just in this question?

(Helen): Well specifically in this one. Yeah. Some places it's not a bad idea. It's definitely a good idea...

Alan Greenberg: Mikey?

(Helen): ...a best practice for sending out the email reminder notices. I'm just not sure that you need the specifics. I still think for the email reminder notices saying - sending a minimum of two email notices in the month before expiration maybe - two space emails is sufficient.

I don't see why you have to say one week plus or minus three days and whatever. That seems...

Alan Greenberg: Well...

(Helen): It seems a bit silly.

Alan Greenberg: I don't think we can go back and redo everything that we've discussed at the previous meetings.

(Helen): No, I'm just...

Alan Greenberg: You know, we're never going to get...

(Helen): ...suggesting don't word...

Alan Greenberg: ...anything done.

(Helen): ...it so tightly. You're wording it - it's not necessary to have it worded so tightly.

Alan Greenberg: Okay. Mikey?

Mikey O'Connor: This is Mikey. I think that the way to handle this is A, eliminate it from Part A; B, change it to recommend or suggest; C, put it in the best practices clump but don't call it a best practice within the clump.

Just put it in the best practices clump so that then if a registrar suggests or encourages their registrants have another email address they're still following best practices and they can wear the logo.

Alan Greenberg: I guess I didn't understand what you mean by best practices clump.

Mikey O'Connor: Part B of this question.

Alan Greenberg: Well...

Mikey O'Connor: Recommendations that a best practice be documented, encouraging that registrars colon and then...

Alan Greenberg: All right.

Mikey O'Connor: ...same list as above.

Alan Greenberg: But I think that's what I suggested. I said it be removed...

Mikey O'Connor: It is what you suggested. I'm agreeing with you.

Alan Greenberg: ...by - it be removed from Section A but kept in Section B.

Mikey O'Connor: I'm agreeing with you Alan.

Alan Greenberg: Okay, thanks. Sorry. I'm used to people disagreeing with me.

Mikey O'Connor: I'm trying to fake you out.

Alan Greenberg: You succeeded.

Cheryl Langdon-Orr: Alan if I may?

Alan Greenberg: Yes, please.

Cheryl Langdon-Orr: If you - if you then move on from that agreement and have it removed from A and in B changing the words to say recommending - B recommends that documentation encourage that registrars - just by removing the term best practice you don't lose anything other than the fear that best practices are going to somehow become enforceable without it necessarily being an industry based code of conduct.

So are we agreed on also losing the two words best and practice out of B?

Alan Greenberg: If that's the general consensus I can certainly live with this. But recommends that documentation encourage...

Cheryl Langdon-Orr: That registrars and then same as list as above excepting it won't be same as listed above because it won't be listed above. But you know what we mean.

Alan Greenberg: That was shorthand for this.

Cheryl Langdon-Orr: I understand.

Alan Greenberg: The actual questionnaire has actual words (ticked) off.

Cheryl Langdon-Orr: Alan, I do understand.

Alan Greenberg: Okay, so...

Cheryl Langdon-Orr: And for those of you who are on the call yesterday all my dogs are now in so it could get exciting.

Alan Greenberg: Okay. So in this question about methods of notification in Section B we change the best practices to the words that Cheryl suggested. And we have one tick mark and no hands. I suggest we go on.

Cheryl Langdon-Orr: Quickly before people think.

Alan Greenberg: That's what I'm trying to do. I'm scrolling as quickly as I can on my screen. All right. This was a point suggested at one of our last meetings. I can't remember which. And that is that a warning - that a warning that if information is not up to date you will not get renewal notices.

I think that was James that suggested that was a good opportunity to get that advertisement in. No, Ron, yes.

Ron Wickersham: Yeah. I currently receive emails from at least one registrar that informed me that they are following ICANN's requirement that once a year they send me an email notice...

Alan Greenberg: Yes, that's correct.

Ron Wickersham: ...to insure stuff is up to date.

Cheryl Langdon-Orr: Yeah. So do I.

Ron Wickersham: So how is this different? How - what does this do?

Alan Greenberg: This is when you voluntarily go into - when you either register the domain for the first time or when you go in to renew it, not post expiration necessarily. That it just remind you. Michele?

Michele Neylon: Yeah. Just to address Ron's point. The problem Ron would be if you - if you registered the domain name and you didn't provide proper contact details when you were doing it and there's no way for any registrar to send you - (unintelligible) a reminder because you wouldn't have given us the correct contact information in the first instance.

Alan Greenberg: Yeah. I think the issue is if you don't have a large portfolio and you don't daily log onto your registrar you in fact have very little contact with them. And this is one of the very few times that you may go into your registrar's site and do something.

Michele Neylon: Well the thing is if you're - the idea was to - about - the line in the sand would be to make it very clear to people at the time that they actually initiate the

service that they register the domain name, that you make it clear to them if they don't keep their details up to date they may not get notifications.

And they may end up losing the domain. With the WDRP thing that's sent - it should get sent out to the who is records to the - sorry, to the - oh my brain's - my brain is fried. Will get sent - which should get sent out automatically regardless of the registrar.

But of course it won't get to the correct person if that person hasn't kept their contact details up to date and has...

Cheryl Langdon-Orr: Yes.

Michele Neylon: ...to realize that they need to keep it up to date.

Alan Greenberg: Yeah. This is just an...

Michele Neylon: So the idea was...

Alan Greenberg: Yeah.

Michele Neylon: The idea is to get it - was to - was to deal with the root cause of the issue before it became an issue.

Alan Greenberg: At one of the few windows where one has - when there is an interaction between registrars and registrants.

Michele Neylon: Yeah. Basically.

Alan Greenberg: All right. Post expiration - we are now in - we've taken out a number of the questions that - I've tried to use in the survey, understanding that although we go into great depth in the report of defining the auto renew grace period and warning period, that is not the same as the auto renew period which many

registrars have, I think in the survey we - I was trying to avoid the use of the term auto renew grace period.

And so I tried to craft some words that define the time - that time period between expiration and deletion with or without using those words. And I don't know to what extent I've succeeded.

But currently I have the words to indicate that once a domain name registration passes its expiration date it is clear that it has expired. I - if someone has better words I'm willing to take them. But I couldn't figure out what they were. Ron?

Ron Wickersham: Yes. I have a suggested change in the preamble, the second paragraph.

There was strong support for implementing the additional measures to reduce the possibility that an RAA is unaware of the expiration. And I would recommend changing that.

That the expired status is communicated clearly to the registrant putting that - it's kind of just reversing it around. But rather than saying that unaware of the expiration...

Alan Greenberg: Well how about in...

Ron Wickersham: ...if communicated clearly.

Alan Greenberg: How about increase the possibility that the RAA is aware of the expiration?

Ron Wickersham: Good. Yeah.

Alan Greenberg: Because I - I don't want to rely purely on formal communication.

Ron Wickersham: Right. Okay, no I like - I like your suggestion...

Alan Greenberg: Okay.

Ron Wickersham: ...very much. Yeah.

Alan Greenberg: Okay. Done? And I don't think there were any substantive changes there. In question nine under options following an extensive discussion over the last couple of weeks talking about encryption which we decided was not possible for technical reasons, but sub domains which is.

And in fact most registrars already cover - catch all sub domains because in fact for a monetized domain you definitely want to catch them all that we simply put that in the document.

And I've left the word in the detailed questions of several days but noting that at policy writing time it will have to be made more explicit what is meant. Any questions? Ron is your hand up from before or this one?

Ron Wickersham: For - currently. Yeah.

Alan Greenberg: Okay. Go ahead.

Ron Wickersham: Yeah. On the - question nine issue it says the second sentence - queries sent to URL with an expired domain. Would it - would it make it more - make it better by saying sent to URL within a recently expired domain rather than a - discussing it about a domain that expired two years ago?

Alan Greenberg: Currently there's no guide on what happens. I have no problem with recently expired although I don't think it's within the - excuse the pun domain of a registrar to worry about what happens with a domain that is dead and gone many years ago. But recently expired I have no problem with.

Cheryl Langdon-Orr: It sort of indicates that it might be resuscitatable. I don't know.

Alan Greenberg: Well that's the whole concept for...

((Crosstalk))

Cheryl Langdon-Orr: I'm thinking about people being able to put do not resuscitate or do not renew orders on their domain names just to make this easier...

Alan Greenberg: Yeah.

Cheryl Langdon-Orr: ...in the future.

Alan Greenberg: Well I think we actually covered that in an earlier one. But...

Cheryl Langdon-Orr: Yeah.

Alan Greenberg: ...I like the idea of bringing things back to life here. It imbues the power of God in us all. Okay. Any other issues on...

Cheryl Langdon-Orr: It's the elevation. I've brought people back to life before.

Alan Greenberg: Any other questions on number nine? Going, going, gone. Ten - I don't think there were any - I don't believe there were any changes other than again, the clarity of several days. And ten is the rest of the ports. And I think we - again, there's no changes there at all.

Twelve is brand new. This is the issue of transfer post expiration. And we had a long discussion last time on the wording of it. And I had aired - when I worded the - a comment on it on email talking about the registrant requesting the transfer of the losing registrar.

And I was - that was my fault. I was misled by - misdirected by the term requested in the various ICANN policies and compliance notices. And in fact,

they did use the word request but it was not the registrant requesting of the losing registrar but the registry requesting of the old - the losing registrar.

So I have reworded this to identify the real problem that is a registrar - registrant is not able to request a transfer from the gaining registrar because of a number of problems associated with the registrar of record. That is the who is since they're not the registrant anymore.

So the registry and the gaining registrar have no way of knowing that this is in fact the old registrant or they can't obtain an off code or the domain is locked and the losing registrar will not - will not respond to the request for that reason.

Now the issues associated with this are really complex. And getting the words right are not necessarily going to be easy. But the concept is should a registrant be able to not exercise their right to transfer because the registrar essentially is stonewalling them in one way or another.

And the question asking here is should there be the right to do it, the ability to do it. Actually enacting that is going to be, you know, the wording is going to be hard. Mikey?

Mikey O'Connor: This is Mikey. I think you could drop this one. This is basically right, staying in the middle of the IRTP series of working groups.

Alan Greenberg: But it's not one that the IRTP is covering I don't believe.

Mikey O'Connor: Yeah, we are. We are chugging our way through a whole series of issues. We're not covering it right now. But we've got two more jars full on our plate.

Alan Greenberg: Yeah, I - sorry. I thought that this was addressed in A and wasn't really addressed. I maybe wrong on that.

Mikey O'Connor: No, I can't - maybe James chimed in with the same thoughts. So James if you can remember which one we're tackling this. But...

Alan Greenberg: I hadn't heard that anyone is looking at this one.

James Bladel: My comment was actually on a different topic Mikey. But...

Mikey O'Connor: Okay. Well, I don't...

James Bladel: Nothing jumps out at me. I'd have to take a look at the period of IRTP meetings - charters to see where...

Mikey O'Connor: Yeah.

James Bladel: ...this one fits.

Alan Greenberg: I mean again, us asking the question doesn't commit us to write policy. The question is really asking should this hole - should the hole be gapped - should the gap - should the hole be plugged? James? Sorry is your hand still up or new up? I've lost count.

James Bladel: No, this is - this is a new - this is the actual topic I wanted...

Alan Greenberg: Okay.

James Bladel: ...to comment on. And I realized you've moved on beyond this. But...

Alan Greenberg: Okay, no. We can go back. We still have (unintelligible).

James Bladel: Okay. Well Ron had an earlier comment about the recently expired and then we were just kind of kicking around, there's a thread there in the chat window about recently expired but recoverable I think is how we wanted to describe that.

And I'm trying to find the context here. I think it was in the previous question which would have been...

Alan Greenberg: Okay.

James Bladel: ...nine.

Alan Greenberg: So really we're talking about during the ARGP which a word we were trying not to use but you're - we're talking about during that - during the 45 day ARGP period.

James Bladel: Yeah.

Alan Greenberg: Okay. I will try to find some words that make some sense which out - without leaving the discretionary what recent means.

Cheryl Langdon-Orr: Well we all like recent - something that indicates it's still recoverable.

Alan Greenberg: Okay.

James Bladel: Yeah. I think that that encompasses a lot of things. It encompasses whether it's an ARGP, RGP or, you know, but it draws the line at like what Ron was saying, you know, certainly something that was deleted or expired two or three years ago was...

Cheryl Langdon-Orr: Yeah.

James Bladel: ...not within the scope of that.

Alan Greenberg: Okay, I...

Man: Yeah, that would be...

((Crosstalk))

Alan Greenberg: Okay.

Cheryl Langdon-Orr: So we actually had consensus in the chat room. We thought it was noteworthy. That's all.

Alan Greenberg: Some of us are actually keeping busy without reading the chat.

Cheryl Langdon-Orr: But Alan, the fact that there was consensus in the chat room was noteworthy enough for us to want to raise it to the call.

Alan Greenberg: And I thank you.

Man: The actual meeting had gone on three more questions. We were still discussing number nine.

Alan Greenberg: Which explains the lack of comment I had on the next questions.

Man: We're even working jokes into the chat.

Cheryl Langdon-Orr: Bad idea.

Alan Greenberg: And I see (Debbie) has joined. Welcome. Back to transfer post expiration. Does anyone object to keeping the question in, not that it locks us in and it may well be something that's going to be handled by an IR - by a - one of the future IRTP discussions?

In which case, I would certainly have no problem with tossing it over the wall.

I hear no objections.

James Bladel: Alan, this is James.

Alan Greenberg: Sure.

James Bladel: Sorry. I put my hand up. Yeah. I think the thing that concerns me about that - I mean I'm fine with the question the way it is and maybe I'll just zip it for now and let's see what we get back as far as survey results.

But I'm just concerned that we don't really go into a whole lot of detail on how a registrar must facilitate the outgoing transfer domain post expiration.

I think that, you know, even if one were to want to respond in good faith and say yes, it should be allowable I think that the devil's in the details there in responding to question A. So we might see a lot of question B responses out of caution.

So - but, you know, I think at this point let's go with it as it's worded and...

Alan Greenberg: Yeah. I guess I'm offended at some level by, you know, words being said by ICANN that a registrar - a registrant can transfer post expiration.

You know, but the fine print says assuming you can actually get your registrar of record to behave and do what we have to do when we know most registration agreements for instance, allow the registrar to change the who is - change who the owner is which essentially kills the ability to transfer.

James Bladel: Okay, well I guess rather...

Alan Greenberg: And...

James Bladel: ...than, you know, rather than kind of imply that I mean let's get it out there. Let's say that. You know?

Alan Greenberg: Well I think that...

James Bladel: What are the options?

Alan Greenberg: Well but that's not the only reason - the only, you know, you can do it - a registrar could do it just as effectively by, you know, killing the ability of the registrant to go into their domain manager and do it.

James Bladel: Yeah. Or we could say something like we will send the off info code to the same address to which you ignored all of the renewal notices.

Cheryl Langdon-Orr: Yeah, well, you know, that could be a very useful example of an industry code of practice. That's all I'm asking. Said firmly tongue in cheek for the record by the way.

Alan Greenberg: Jeff?

James Bladel: Same on this end too by the way.

Jeffrey Eckhaus: Sorry, I'm, you know, I had to step away for a sec so I hope - if this was covered then, you know, please just stop me.

But I thought one of the issues - I think that I know that some of the smaller registrars I know that I've spoken to and some others, have stated that they know it's the ICANN rule and they know that - but when it comes to the WHOIS and the other piece, what they're stating is that since my - I'm, you know, I'm no longer paid - I'm the one paying for this domain after the registrant had signed up for, let's call it a year term.

They paid me for that year. It auto renewed. I've paid for it. Granted, I know I can get the money, you know, they could get the money back but their argument is that I've paid for the domain so I'm the registered name holder so my name goes into the who is.

I don't, you know, that's been an argument and so I think I don't - maybe James had said it, that it would be good if there were some clarification about how that whole process works. And, you know, I'm not, you know, involved in the IRTP so I don't know if that's being discussed.

Or it's been cleared up in the past but maybe it has been. Maybe it needs to be done again. But I think that's where the sort of confusion goes on. Why the who is has changed and why registrars - some of them do change the who is. There are other reasons but that's why someone...

((Crosstalk))

Alan Greenberg: We're not debating whether they should or not. That's as far as I'm concerned, not the issue. It's just that according to the ICANN policy a registrant does have the ability to request a transfer at that time.

Jeffrey Eckhaus: Oh yeah. No, I agree.

Alan Greenberg: And the fact that a registrar changed who is for whatever the reasons are, should not be an inhibitor to that.

Jeffrey Eckhaus: Right. It should not - okay, so that's something - just to clarify, what you said is fine. But just a clarification - that should be what's put out there. Exactly what you had said.

Cheryl Langdon-Orr: Put it in the preamble to the question.

Jeffrey Eckhaus: Exactly. That was - Alan what you said was clear and that makes a difference into that survey, that question. What Cheryl said, if you put that in I think that would help a lot.

Alan Greenberg: Okay. Marika and I will reword it and we'll send that one out specifically to say has this fixed the problem. Because I thought I had already said that but I

obviously didn't say it clear enough and maybe I wrote it too late at night. All right, so we will tick the wording contract.

So the next one is what is now number 13. All right, there was a placeholder here which I had asked for words from registrars to echo the words that you had used on a number of calls on the difficulty of clarity and simple language in registration agreements at the same time as providing the legal document you need to cover yourselves.

And I'm not trying to use the dainty language. I didn't get any responses from the registrars who had made that position. And so I tried to word something myself without claiming it's the right wording. But I really would like just from registrars to know how to say this in a way that's more delicate.

Siva, you had your hand up? Siva, go ahead. Is there anyone else who has any comment or any wisdom to impart on this one?

Siva Muthusamy: Hello?

Alan Greenberg: Yes.

Siva Muthusamy: Can you hear me?

Alan Greenberg: We can now.

Siva Muthusamy: This is one area where at large can get involved on behalf of registrants. And the assumption is that most registrants do not understand the contractual obligations that they enter into. So it is necessary for an organization like at large or (NCUC) to engage lawyers on behalf of registrants.

And some of the contracts - the model contracts which they could negotiate with registrars, arrive at a minimum set of contractual conditions for (IT).

Alan Greenberg: I think if the group does that it will be looked at. Mikey?

Mikey O'Connor: Well I had another point but let me respond to Siva's. We tried pretty - at the end of that in the registration abuse policies working group. And it's tricky. What I was going to suggest is that at one point what we were going to do is encourage people to go ahead and write the contracts they need.

But then offer a sort of shorthand version that referred to the original contract but sort of sketched out the high points. Did we capture that notion somewhere in the survey or did that sort of...

Alan Greenberg: I don't think we actually...

Mikey O'Connor: (Unintelligible) thing gets dropped because if it got dropped maybe that's something that we can add here. You know, I've started walking into these now that I've run into this issue. And there seem to be a fair number of places where there's a really dense contract.

And then a summary which is not legally binding but (unintelligible) to the (highlighted) are.

Alan Greenberg: We did not cover it very well. The recommendations talk about registration agreement and related materials. Perhaps we need more clarity there.

Michele Neylon: Alan, if you would allow me?

Alan Greenberg: Yes, please.

Michele Neylon: I think Mikey made a reference - now whether it was in this working group or another one I honestly don't know because I spend most of my ICANN working group time on the phone with Mikey there somewhere in the background.

So it's - so I'd say that Cheryl and a couple of others - so it's all one great big wash - a wash of (PDPs), WGs and other stupid acronyms.

I think Mikey made a call - and as I said, I have absolutely no idea which bloody working group whether it was in this one or another one, to I think it was to - I think it was (Think Pink) dot com.

Mikey O'Connor: Yeah.

Michele Neylon: And what Mikey was getting at was that, you know, he recognized and obviously he can disagree with me if my summary of what his faults were is incorrect.

Registrars like any other service provider have to write and provide contracts that are legally binding and that are written using the kind of language that will stand up in a court of law.

That it may not be possible for the average Joe on the street to understand every single nuance within a contract isn't really our, as the service providers, fault. We can't really work around that because legal systems don't work that way.

What he was talking about was the idea that you would have your normal legal thing there and you would have just a very kind of simple look, we're not going to screw you over type statement at the top just kind of summarizing, you know, we're not - we just - this is what we - you're paying us for this.

We're going to do this. We're going to do our best to do that and here is the actual legal document below. I think that's what he was talking about. But Mikey please...

Mikey O'Connor: Right. And in fact I - after you reminded me of it Michele, I was able to find the email that I sent. I actually sent it to the PEDNR list. So I just resent it to the list...

Michele Neylon: Right.

Mikey O'Connor: ...as an example. And that's exactly what I was thinking that we might want to...

Alan Greenberg: Would we address the problem in the context of this question by adding - dividing both A and B in two parts, that is the registration agreement and then explanatory material?

Michele Neylon: Possibly. I mean the thing I suppose (unintelligible) with the loss of the registrars and various parts of their Web sites they're going to provide FAQs, knowledge bases and various sorts of things where they're providing information that addresses the kinds of questions that they're being asked.

Because it's a hell of a lot more effective and cost effective to provide the information on your Web site than to have 50 phone calls a day. I'm being really blunt about it. So the thing I suppose is it's not...

((Crosstalk))

Alan Greenberg: And I'll be blunt - that's for registrars that actually publish a phone number.

Michele Neylon: I don't disagree with you. But the problem - I'll counter that by saying that those of us who do, you know, making us jump through hoops and suffer migraines when we come off working group phone calls isn't helpful either.

But, you know, the thing is - I mean for the loss of the more problematic registrars that were out there are no longer out there, if you look at the figures that are being produced by compliance with the number of registrars that

have lost their accreditation in the last 18 months is more than have lost their accreditation in the previous five years.

So I mean the number of registrars is actually going down. But I think Mikey - what Mikey was talking about is I mean how it is addressed in this or not I'm not too sure. But I think what he was getting at wasn't - wasn't a (unintelligible) anyway.

Alan Greenberg: No, no, I - no, you know, and I wasn't objecting to it. But I think he's right that we did talk about it but we didn't capture it as a separate option and I think we should.

Michele Neylon: Okay.

Alan Greenberg: And I think that will generally address it. All right. The next one is again, a new one that is I realized as we were talking, that we talked about a question of should it be easy to find it - to find the fee? But we didn't explicitly have a requirement that the fee be publicized.

And this is the counterpart to the EDDP requirement that the RGP fee be stated. And this one it says, should the recovery fee post expiration be stated? I hope there's no objection to asking that question.

It's almost implied by the next one that says how do we find the number which I don't think there had been any discussion over at our last go through. I'm not seeing any hands.

I will - the RGP - I don't believe there was any change other than to - there was a discussion last time on do we need to have an exception for TLDs for the RGP.

And it was pointed out that if it's one where the situation doesn't come up should it ever come up manual processing could allow with an appropriate fee. Therefore, it's not clear we really need an exception.

And but I - but it was left in if the policies do not allow deletion of the name without explicit approval of the RAE. In other words, assuming the RAE has a say in this then they must implement the RGP. I think that covered what we discussed last time.

And the next question of is it mandatory for registrars that hasn't changed from the previous one. And lastly, a transfer during RGP.

And as I was trying to word this in light of what we discussed at the last meeting, the question came up of do we need to address the case of where a registrar does not post the RGP fee which is a compliance issue but doesn't address what the registrant at the time - how the registrant handles it.

Any thoughts? Essentially we're saying that a registrar is not in compliance with the ICANN policy. They have not posted the RGP fee. When the registrant asks they are told that, you know, our fee is \$1000. So they're not in compliance. ICANN could take action should they choose.

But that doesn't address the registrant who has a domain they're trying to recover and it's being held hostage at that point. James?

James Bladel: I mean I'm trying to kind of wrap my mind around the scenario that you presented. But in the general case I think that, you know, we should be making recommendations or framing language that we feel that ICANN compliance can enforce.

And then from there, you know, the actual enforcement thereof or if there are any gaps in their enforcement I think it's really a separate issue.

Alan Greenberg: But is there any - is there any methodology by which ICANN compliance can take action at that point other than to slap the registrar on the wrist? Michele? Is Michele there? Are you muted?

Michele Neylon: Oh, sorry. No, no, no, I'm here. Sorry. With regard to the - what compliance can do I mean, you know, they - if compliance starts to receive a large number of complaints about a particular registrar (unintelligible) registrar's activities they could lose their accreditation.

They could have their accreditation terminated for a number of reasons. I mean it's not exactly something that they'd want. The question I have was I'm just trying to get a clarification from you about the scenario because I was kind of - I followed it to a point and then you lost me somewhere.

Alan Greenberg: Okay.

Michele Neylon: You were talking about the registrar not posting the fee and then you talked about something else and that's where I got a big confused. Sorry.

Alan Greenberg: Okay. The EDDP requires that if the registrar offers the RGP that the fee be posted on their Web site, you know, assuming it's a registrar that has a Web site. You know, that's one of the clues - that's one of the clearly posted requirements in the RAA now.

Michele Neylon: Okay. Let's...

Alan Greenberg: Okay.

Michele Neylon: ...talk about the 2009 RAA Alan. So if you're seeing a problem it could be with somebody who hasn't (premiered) yet.

Alan Greenberg: No. No, no, no, no. I understand that. I'm not talking about any specific case.

Michele Neylon: Right.

Alan Greenberg: We know - we know that there have been a large number of registrars who were not in compliance and presumably most of those registrars will be in compliance soon.

The question is if a situation arises where a registrar is not in compliance and when the registrant attempts to do an RGP recovery they are given a huge unreasonable fee from their point of view. The fact that it wasn't posted ahead of time means the registrar is not in compliance.

And the compliance department can take action should they choose. But that does not...

Michele Neylon: No, that's not actually entirely true Alan. Because the - the thing about the fees was only an advisory issue in the last few months. So if the domain was registered five years ago and the fee wasn't posted at the time of registration five years ago then they were compliant at the time of registration.

Alan Greenberg: No, no, but I'm not talking about if it's not posted today.

Michele Neylon: Oh, okay.

Alan Greenberg: I'm not trying to get people on a technicality or on the change of RAAs. The actual - this requirement came in, in the EDDP so it was a consensus policy and binding on all registrars in fact.

Michele Neylon: Yeah.

Alan Greenberg: So it's not, you know, but yes, it wasn't binding in 2002 and if I had had a ten year domain before that it didn't apply - or 2004. I'm not trying to bring up a technicality issue. The issue is a registrant can be in a position where their registrar of record does not have it posted, a compliance issue admittedly.

But compliance isn't - it doesn't have the power to lower the fee because of it.

Michele Neylon: No. They wouldn't have the power to lower the fee. No. You're correct in that regard.

Alan Greenberg: And the question is should we be looking at this fee - is the scenario is it a - is it a...

Michele Neylon: You can't - you can't...

Alan Greenberg: ...tail end...

Michele Neylon: (Unintelligible).

Alan Greenberg: ...one or is it something that - a protection we need to offer? That was the question I was asking.

Michele Neylon: Well in terms of the fee I would say you can't look - you can't really look at the fee specifically as in that - because that would get you into that wonderfully painful scenario where only - where none of the registrars can talk to each other.

Alan Greenberg: I understand.

Michele Neylon: And the other thing is that if the - what might be seen as unreasonable by one person might actually not be unreasonable at all. Because as unreasonable as - the term is very ambiguous.

So for example, a registrant may consider \$100 to be completely unreasonable whereas, probably - quite a few registrars were probably charged something in and around that fee.

Alan Greenberg: Oh and some big ones charge \$160. You know, we're not - I don't think we're trying to quibble over the...

Michele Neylon: No, no. No, no, no, no. No, but the thing is if you're saying unreasonable, where do you draw the line? I think it's more of a compliance issue with regards to getting them to comply in terms of publishing the fees. But I'll let James talk because I'm sure he's got some more interesting insights.

Alan Greenberg: James?

James Bladel: Yeah. Actually I'm going to disagree with Michele on one brief point here which is that we occasionally update our registration agreement. And I think that we make notice in there that it is the registrants responsibility to make sure that they are familiar with the most current version.

I think that if we got into a situation where registrants were covered under the agreement version that was in force at the time they registered the name I think that that would be a logistical nightmare to track exactly what was going on when.

Alan Greenberg: Nor do I think anyone's suggesting that.

James Bladel: Yeah, well I think Michele said something about, you know, what was - whether or not something was part of the agreement when the name was registered versus at the current time.

But, you know, getting back to the original point Alan, you know, I think that the analog here is that we as a city council or whatever, have decided that we want no speeding to occur in school zones so we create a speed limit law and we put a police officer out there.

You know, and I think that we're now saying what else could we be doing to insure - because speeding is still happening.

And I think the answer is well, we've done what we - what we are limited to doing which is we've created this policy, we've given it to ICANN compliance to enforce with their policies and procedures. The fact that it's still happening or the harms are still occurring, you know, it - I think it's...

Alan Greenberg: Okay.

James Bladel: If there are gaps or inconsistent application of compliance procedures than that's something - a different issue entirely and not something that needs to be written into the policy.

Alan Greenberg: Okay. So you're saying we can set speed limits but occasionally someone's going to die anyway.

James Bladel: Well...

Alan Greenberg: And there are casualties because you can't - okay, I'm willing to accept that. I raised the issue because it came up in the discussion when we were talking about this. But...

James Bladel: What I'm saying is that at a certain point you give ICANN compliance the tools and the procedures that it needs and the policies that it can, you know, push off on to enforce. And then, you know, we kind of have to see what comes out of that.

As Michele was saying, what's reasonable to one person is unreasonable to another. And I think that, you know, that's a genuine concern. But, you know, I really am uncomfortable with this idea that, you know, what do we do if ICANN compliance is not an effective remedy?

And I think the answer is we kind of have to believe that they always will be.

Alan Greenberg: Well I guess the question I was asking was different here because I - compliance cannot fix the specific case for the registrant at that point. All it can do is try to make sure it doesn't happen in the future. And I was asking do we need to have some other escape hatch?

And I think what you're saying - and perhaps Michele said something similar is this is an occasional case where we're not perfect and things will break and we don't have a remedy for everyone other than that. And I'm happy to live with that and just take out the whole highlighted sentence.

Because it was a question to this group. I wasn't suggesting wording. Ron?

Ron Wickersham: Yeah. This is a slightly parallel question. If - if - if we allow the registrant to request a transfer to a new registrar then could - could he shop around for a better price for the recovery?

Alan Greenberg: That would be the purpose presumably. I mean otherwise why not just pay the price and then transfer the day afterwards. Is anyone still here?

((Crosstalk))

Man: I need to jump off the call.

((Crosstalk))

Man: ...the time is a killer.

Alan Greenberg: Yeah. I think we are - I think we're just about finished anyway.

Man: Thank you.

Alan Greenberg: So I - I withdraw that whole comment on the tail end case and I, you know, I accept that this may be one of the cases where an individual gets caught and

it's tough. And I think we are finished other than that. And if so, we'll make the adjustments that we have talked about to the best extent we can.

And Marika will get out the survey within a couple of days. Any other comments? We'd never...

Cheryl Langdon-Orr: Just one final one Alan. If you can - Cheryl here.

Alan Greenberg: Yeah.

Cheryl Langdon-Orr: If you can just have a look to some of the chat - I did put some words - you requested some words from Cheryl. I put some words in.

But I'm also putting the link to the plain language contract used in the Australian telecommunications industry encoded by the government regulator as such, as an example, as reply to Mikey's recent email on plain language. So we do have some precedence.

Alan Greenberg: The chat - the chat will be captured and consulted.

Cheryl Langdon-Orr: Thank you. Okay.

Alan Greenberg: We did not - we did not get to further discussion on the registration agreement - on the registration - forgive me, on the report. Nor did we talk about Brussels. That is going to have to be first thing next week. Thank you all for your endurance. And I'll see you then.

Man: Great job Alan. Thanks.

Alan Greenberg: Okay.

Cheryl Langdon-Orr: Thanks.

((Crosstalk))

Woman: Bye.

Alan Greenberg: And Marika, are you still here?

Margie Milam: Yeah. I'm still here.

Alan Greenberg: Okay. If you don't see something in your inbox when you get in tomorrow morning, then bug the hell out of me or something. Hopefully it will get done barring major catastrophe here.

Margie Milam: Okay, great.

Alan Greenberg: Okay? And there'll...

Margie Milam: And then I'm going to be able to turn it around quickly. And I can send you the (release). You can preview it before I send it out to the group.

Alan Greenberg: Yeah. There may be some things we need to discuss at that point and if so, I'll highlight them carefully. But...

Margie Milam: Okay.

Alan Greenberg: Okay?

Margie Milam: All right.

Alan Greenberg: And Marika, I - I'll do an Accept All Revisions of the version I last sent you and we'll start clean on this one so you can see the changes from today.
Okay?

Margie Milam: Yeah, that would be great.

Alan Greenberg: Okay.

Margie Milam: I'll make sure that it gets updated.

Alan Greenberg: Thank you.

Margie Milam: Okay.

Alan Greenberg: Bye-bye.

Margie Milam: Bye.

END