

**GNSO
Post-Expiration Domain Name Recovery (PEDNR) drafting team
15 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 15 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-20110215-en.mp3>

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

Present:

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

Staff:

Marika Konings
Margie Milam
Glen de Saint Géry

Absent apologies:

Oliver Hope – RrSG
Mason Cole - RrSG
Shiva Muthusamy – At-Large
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 to everyone. On today's PEDNR call on Tuesday the 15th of February we have Cheryl Langdon-Orr, Tatyana Khramtsova, Alan Greenberg, Ted Suzuki, Mike O'Connor, Jeffrey Eckhaus, Michele Neylon, Paul Diaz, Ron Wickersham, Berry Cobb, James Bladel. From staff we have Marika Konings, Margie Milam, Glen de Saint Géry and myself, Gisella Gruber-White.

Apologies noted from Mason Cole and Oliver Hope. And if I can please remind everyone to state their names when speaking for transcript purposes. Thank you, over to you Alan.

Alan Greenberg: Thank you Gisella. I keep on forgetting to ask people if there's any updates to statement of interest or disclosure of interest. I'm assuming someone will scream out if there is one.

Other than that this is in theory our last meeting prior to publication. So I think if we're going to public - if we are going to publish, which all of our intent is, we need to either come to closure on the recommendations at this point or decide that we will differ and publish something to that effect.

Any general comments before we dive into them immediately?

Jeffrey Eckhaus: Oh it's Jeff here, sorry, I've got too many screens going, I didn't see - I forgot to raise my hand here. Is somebody ahead of me or...

Alan Greenberg: No, no, you're on.

Jeffrey Eckhaus: All right so one of the things - I have some individual comments on these. And I - by the time I finished them it was already too late to send it around so

I'll just discuss those. But, you know, and if this was questioned on the last call - the last few calls that I missed I apologize.

But have we gone back and looked at these recommendations as a whole and say - and looked as a group and say do these answer the questions that were initially raised in the PDP and answer them?

Because I've sort of looked at and I think we've really gotten further away from what the original PDP was, what the questions were, what our tasks were. And before we dive into like the details of what these recommendations are have we gone through that and said do these actually answer the questions? Does this help resolve what the PDP was brought about for?

Because I'm missing that a little bit. But if this was brought up and, you know, something was discussed then I'll just say okay I missed that part and we can go on.

Alan Greenberg: Yeah, I don't think we've discussed it formally. I know I've gone through it and I'm sure Marika has gone through it and trying to attribute each of these recommendations to where does it fit under the charter questions. And I don't think there's any problem with all of those fitting.

I don't know if anyone has specific concerns so I think the answer is yes it has been reviewed; it hasn't been reviewed communally on a call. Marika, do you have anything to add?

Marika Konings: Yeah this is Marika. I think, yeah, there's a better round about way to go back to that because if you look at the, you know, the source proposals that we have identified and go back actually to the source proposal there the different recommendations were categorized underneath the charter questions.

So my thinking would be as well once we finalize this language I go actually back to that document to make sure that the right recommendations are

inserted under the appropriate charter questions. And I think if you look in the report as well it should track as well with the discussion notes and the items that we've discussed as part of the working group survey then it becomes clear, you know, where the different items fit in response to the charter questions.

Jeffrey Eckhaus: Okay, yeah, that would be tremendously helpful if on the recommendations that those could track. I don't want to give you, you know, more work to do but if it - just to see because some of them I'm lost on how it tracks to it. And if you said hey this tracks with this question that would be a huge help.

But if you say it's enormous amount of work then I understand. But that would be very helpful to see that.

Alan Greenberg: Yeah. It was all - as Marika said it was all in the proposals. When we went to the recommendations we ended up with enough columns that I didn't think it was salient to the discussion we were having so I didn't put it as a column in this particular document but it will have to be - the references will have to be made in the formal report.

But my recollection is every proposal and therefore every recommendation did track to one of the charter questions or another or in some cases several.

Jeffrey Eckhaus: Right and the reason I ask that is because I think about other, you know, PDPs and some of the pieces and I think when answering like - for example, Alan, you were on this with me, the STI on that one and there were some others that - and in other PDPs where you say hey you look at the response and then that helps on the votes and say if I'm in agreement with it if I don't.

Because just saying how - looking at a recommendation standalone differs very much from does it, you know, track to this question; is it helping to answer it? Is it helping to do this? Is this PDP, you know, are these things

helping, you know, resolve this PDP or is it just recommendations on a standalone basis?

So I think it would be helpful before we do - before we have a vote if we do some sort of voting to have that track so it makes more sense.

Alan Greenberg: Yeah that's one of the things we need to finalize before the end of this call also whether we do and how we do. Our hope was we would have been ready before this time to do that but we're late at this point.

All right any reason not to go on with these specific recommendations? And by the way with respect to that, your original question, Jeff, I think when we get to one of the later ones there's an example of something which wasn't tracking - not a recommendation but a discussion item that wasn't tracking the recommendations and - or the charter and we'll come to that in a few minutes.

Okay I see no hands up then I suggest we proceed. I don't know about you that comments on the screen I can't quite read no matter how much I blow them up if I still see other things. Hopefully - I have a printed copy and hopefully the rest of you will make do one way or another. There have been exhaustive comments on some of these.

All right, on Item Number 1 there are no comments; we had general agreement unless I hear any objection I'm going to go ahead. Number 2 is the definition of the - what we are now calling the registered name holder at expiration.

There have been a whole bunch of comments on this one. Marika added the - I think it was Marika the second statement, if the domain registration was modified pursuant to the term of an agreement so on and so forth.

James I think added subsequently - I'm not sure it was James but somebody. There is then a comment to - where is it? I think this is one that someone made a comment that if it's changed prior to expiration that's hijacking and there's no, you know, no evidence that that's happening on a regular basis.

Paul, I think you are the one who made some comments, go ahead.

Paul Diaz: Yeah - it's Paul, thanks Alan. These are my comments. I was one who actually struck prior to expiration replaced with a subsequently. I mean, I think we all understand what we are trying to say here but as it currently reads it sounds like we are alleging that there's - registrars are doing things before the expiration date happened and there's no proof of that whatsoever; it's simply not happening.

So I'm happy to tweak further, I mean if you want to say if the domain registration upon expiration or any time there after it was modified fine but don't use any language that suggests things are happening before expiration because - pardon - it's factually incorrect and it comes across as accusatory.

Alan Greenberg: Yeah and I think my comment was if there is any hijacking by registrars going on a provision in the RAA is not going to fix that very so we need to address the issues that we can't have any impact on.

My question is this is the definition of the registered name holder at expiration. If we are defining it as the person who was - who had the - was eligible to renew just prior - immediately prior presumably there is no window between immediately prior and expiration.

Do we need to worry about what happens to the WHOIS afterwards from this - from the point of view of the definition? Marika go ahead.

Marika Konings: Yeah this is Marika. I just wanted to add some clarification as why the second sentence was added. I think that's, you know, some feedback we got

internally after I think there were some questions on - it was an initial comment that it should be more specific and there was just some language that has been suggested internally that might make it more specific.

And to Paul's point I don't think there was any intention to insinuate that, you know, registrars are modifying data prior to expiration. I think this is just to, you know, ensure that in the future there are no changes to existing provisions that say that, you know, a registrar might modify the data in order to facilitate renewal that has for example changed to an hour before expiration this is done or a day before so that it doesn't create a loophole.

That was the intent of this sentence to make sure that indeed it is the, you know, the registered name holder at expiration even if there are certain provisions that, you know, for whatever reason allow certain changes to the WHOIS data that, you know, facilitate renewal.

So that was the reason for adding that. And, you know, I don't think there's a problem with changing the expiration maybe as well changing - leaving out the subsequently that might do it as well and just leave it as that. I don't know if that would be acceptable but that was the intent behind the language.

Alan Greenberg: Okay I understand that now. Then I would think deleting subsequently and just being silent there would cover that. Paul?

Paul Diaz: I was just going to agree with you Alan. Strike the adverb and leave it alone.

Alan Greenberg: All right if there's a loophole here none of it see it today so we'll have another month or two to look at it. Okay we have general agreement on this one.

Number 3, this is the - essentially making the RGP mandatory for registrars if it's offered by the gTLD. I note, Marika, that we have one instance of registrar with a capital and one without. I guess we should try to be consistent.

Marika Konings: What is the preference?

Alan Greenberg: I think we capitalized registrar in general - registrars, is that a typical? I don't know what the RAA does; I think the RAA does not capitalize it but I think we have in general been. I don't much care either way. It's the same - two different versions in the same sentence - call out a domain. All right general agreement.

Okay Number 4; been a lot of discussion on that one. The original intent of this was that changes to WHOIS or other similar changes within a registrar's systems should not essentially on a technicality or because of access issues stop a registrant from renewing.

There was also some discussion that the - the subject originally came up because of transfer issues but transfers are not salient to this particular PDP. And that's an example, Jeff, of one of the issues that we almost got into but have not because it is not part of our charter question.

There has been a lot of going back and forth - the word explicitly I think I suggested adding. There was an objection to that I think by James. And then a statement saying in general he doesn't believe registrars are going to accept Number 4 at all under any terms.

Marika, you have some comments on this one because I know that you've had discussions internally on this.

Marika Konings: Yeah, this is Marika. From our perspective I think there might be a helpful clarification for, you know, for example our compliance team to understand what the intent is of the different recommendations. From our perspective - I don't think explicit is required so if that is the - a controversial item in this, you know, edition that was - if that was the issue I think the recommendation is clear as well without that. So I don't know if that's acceptable to registrars. I

see several people raising their hands so I'm sure they can comment. But I think from our perspective it's...

((Crosstalk))

Michael Young: Hey guys it's Michael Young joining. Sorry just didn't want to...

Alan Greenberg: Thank you. Welcome Michael. Jeff you're first.

Jeffrey Eckhaus: Yeah thanks. I, you know, I was looking and again still trying to figure out what is the intent of this one for Number 4 because to me it's sort of changing around the contract in the agreement that I have with my customer in our registration agreement.

And I'm just - I'm unsure of what this one is trying to do so I'm hoping somebody could explain it because I've looked at the alternatives. Besides like the specific language on there I'm just trying to say what are we trying to get at with this one because it is a major change and it does - it changes how our contracts are as registrars with our customers so I'm just trying to figure this one out.

((Crosstalk))

Alan Greenberg: I guess I'd like you to clarify that because the statements that have been made are that this is sort of assumed and therefore we don't need it.

Jeffrey Eckhaus: Well what is - so what - that's what I'm saying. So what do you mean it's assumed? What is assumed - that what?

Alan Greenberg: Well assuming we go ahead and we haven't gotten there yet but assuming we all agree on the recommendation which says the registered name holder at expiration has the ability to renew under certain terms for a certain number of days this is simply saying that - and this one should be following that one

because it logically belongs after it - this one is saying that that renewal ability cannot be taken away because of a change to WHOIS for instance.

Jeffrey Eckhaus: Right. But, you know, so I'll just - I know I'm going to sort of go completely off base here a second. This is, yeah, this is sort of my - just a personal opinion. It's not something that we do here as a company - as, you know, so it's not - is that what if I set up a registrar and I say - with somebody and I say I have an agreement with my customer saying you can only register it for one year.

After, you know, I don't give - I'm giving you a very special price and I give you other services. But if you don't do this, you know, by that term - by the end of the year you don't renew, sorry you can't. And both people agree to that in advance then what we're - because what we're doing here is changing some of that around with some of the agreements people have.

And that's what I was saying with the contracts with customers you're sort of impinging on people's business models on that. But if people decide do that - I hope that sort of makes sense on that.

Alan Greenberg: But that's in reference to 15 not 4 I think.

Jeffrey Eckhaus: Old 15, new 15.

Alan Greenberg: Hold on.

Jeffrey Eckhaus: Yeah, no that's all right. We can - we'll only get to that one. But that's sort of what I was thinking about that. It's - when I was saying on the contract. And...

Alan Greenberg: You're right, old 15, new 14.

Jeffrey Eckhaus: Okay. So I'll just - I'll let some of the people talk and just sort of think - maybe something somebody else will say will make it clearer to me.

Alan Greenberg: Okay, Michele.

Michele Neylon: Yeah, I just - sorry throats gone. There's one thing with this that I see as being a potential issue. If say for example the registration in question is abusive or something or breaches terms and conditions or is due to credit card - or there's credit card fraud or any of these other things associated with the name holder's account there's no way on this earth that I'm going to allow them to renew that domain name with us.

Alan Greenberg: Well but that - doesn't that apply prior to expiration also?

Michele Neylon: Well the wording of this (issue) I'm finding quite hard to get my head around.

Alan Greenberg: Yeah, no, no I understand but what you're describing is a situation that isn't unique to post-expiration.

Michele Neylon: Right.

Alan Greenberg: Okay so - so...

Michele Neylon: Just...

Alan Greenberg: The RAA may need some provision and maybe it's there already that under certain conditions the registrant cannot renew or may be forbidden to renew but that isn't unique to post or prior - pre-expiration I don't think.

((Crosstalk))

Michele Neylon: That's the problem I'm having, Alan is that this - a lot of this stuff has been centered around protecting the registrant's rights slash ability slash insert random word here to renew a domain name but that's making the assumption that the registrant isn't a criminal scumbag.

Alan Greenberg: Can I suggest we address this again? Because of the time limitation can I suggest we address this by adding a parenthetical comment or something - I don't know if we're going to have a column for comments but saying this needs to be - the wording needs to ensure that registrars have the ability of canceling or not renewing domain names for substantive reasons, you know, for...

Michele Neylon: Something like that I'm happy enough with. I'll leave the others...

Alan Greenberg: Yeah and, I mean, we can't reword it today but we need to make sure - I don't even know if we need it in the recommendation. When they go to write the RAA during implementation phase or, you know, write the consensus policy that...

Michael Young: Yeah.

Alan Greenberg: ...may need to be addressed. I don't think we need to worry about the wording. But noting it I think is an important issue.

Michael Young: Yeah, I think, Alan, the one thing you do have to be careful with the wording is that people will often use that as their kind of architectural framework for things. So you do want to get it in in a strong explanation.

Alan Greenberg: There are now discussions in the PDP group saying that people from the PDP should be involved in the implementation discussion. So we'll have another kick at that can.

Michael Young: Yeah.

Alan Greenberg: Okay, Marika, can we note something like that? And I agree with Michele; we're not trying to have an unlimited ability to renew if you're - if there was cause to not allow you to renew for legal or substantive reasons, you know, if there's a UDRP going on there's already a provision there saying you cannot

necessarily renew, it's frozen at that point. And so we may already be covered somewhere but we need to note that.

James.

James Bladel: Hi, Alan thanks. James speaking. And in the interest of time I'll keep this quick. Yeah, I've very much objected to this as written because of the feedback from Jeff about just generic abstract business models and the impact that this would have. And I thank him for providing a concrete example because I couldn't come up with one.

But just in the general case I saw that being restrictive and possibly reducing the types of business - products and services that registrars could offer. And then also Michele has an excellent point there. And I was immediately thinking of names that were repossessed due to credit card charge backs or fraud. And, you know, we certainly wouldn't want those to renew.

So I think that the other two guys hit it out of the park. I would say that this is exactly the reason why I opposed the use of the word right in this document when referring to the ability to recover domain names post expiry because there are so many mitigating factors I would hate to be fighting a spammer for example and find out that they're suing Go Daddy for violating their rights, you know.

So I would strongly - I think I did a find replace and just counted up the number of times the word right appears in that context in this document and I would strongly encourage us to try to find a synonym that gets us what we want without using that particular word.

Alan Greenberg: Noted.

James Bladel: Thanks.

Alan Greenberg: With the kind of caveat that Michele discussed can you live with this as it stands right now - without the explicit?

James Bladel: It would have to be as qualified to account for both the things that Michele and Jeff raised, yes.

Alan Greenberg: Yeah. Well Jeff's one - I think Jeff's objection is going to be on 14 not on 4.

James Bladel: Okay.

Alan Greenberg: We'll talk about that one in hopefully a few minutes. Okay Number 5...

Marika Konings: Alan, there's still some people with their hand up.

Alan Greenberg: Oh I'm sorry. Sorry, I'm working from paper so I don't always notice. Margie and Ron. Margie.

Margie Milam: Yes, this is Margie. I wanted to comment on a couple of the observations. I think it was Michael that mentioned that if the language isn't, you know, tend to be used as the basis for say the RAA language and I agree with that; I think that's a common approach to take the language from a report so if there's general consensus that maybe - should be exceptions allowed to that rule and maybe we don't have to go into what those exceptions would be.

I think Michele and others gave some examples that seem pretty reasonable. At least you've drafted the language to take that into account and then subsequent work can be done to kind of explain what the exception process would be just so that it's not, you know, an abstract absolute you can't do it at all because certainly fraud or breach of registration agreement or other things seem like appropriate exceptions but, you know, you don't necessarily have to go through that much detail right now.

Alan Greenberg: No and we will have another opportunity in the actual final report to do any wordsmithing to, you know, from - to cover those kind of cases. Ron.

Ron Wickersham: Yes this is Ron Wickersham. Yeah, I - if the registered name holder at expiration is defined as the person who has the right to renew before expiration then if there's an objection during that period to renewals we're not granting any additional thing saying, you know, you're a scumbag or something and can't renew ahead of time but this provision says that you can renew only if you let it expire? I don't think it includes that.

And then further I want to say this aspect of saying that words like this interfere with the option to offer services there's a lot of registrar comments so I want to make a comment from the other point of view - from the users of the domain names point of view.

We feel like there is a right to renew. There is a right to be granted a domain name if we apply for a domain name in good faith we have a right to have that issued to us not taken and used by someone else; that was registrar abuse potentially. That item doesn't seem to be existing now because it was brought up.

But to say that there is potential business implications by saying that you have a right to renew in a uniform manner doesn't hit me as being within the point of view of having agreements to have a uniform way of handling both registration renewal before expiration and renewal after expiration.

I know I brought this up way, way before and have had been willing to say okay for the point of view of reaching agreements and consensus that there seems to be for some reason that isn't quite clear to me yet but I'm letting it - I'm going along with the agreements that we are saying that the RAA and other ICANN policies say that when you - well we can't use the word acquire - but when you register a domain name and the registration is active that there

are certain policies that every registrant expects to be regardless of whether it's a reseller, regardless of which registrar you've used.

So I'm just bringing the point up and maybe it'll have to be - come as a comment but I find it difficult to understand why we need all the variation and all the picky language to have variations just to renew during a policy post-expiration. And thank you.

Alan Greenberg: Okay Ron, I would note that if what we need up with when we finish is not - does not address your needs - and I would suggest you be prepared to quickly file a minority report to be appended to the report. Jeff.

Jeffrey Eckhaus: Thanks. Jeff here. Just wanted to say to Ron - one of the things he said, why do we have to have - why don't we have uniform methods and I think that was part of my earlier piece is I think that is the difference on how businesses work and how people when they go to - I don't expect, you know, the same service at a Motel 6 or a Holiday Inn that I would at a Four Seasons or a Mandarin Oriental, you know, there's different prices, there's different price points, there's different levels of service.

And it allows people, you know, broad spectrum consumers to do things and unless people compete and it's pushed, you know, domain prices down I think. So I think that is - when you say why isn't there uniformity and everyone has the same because I think there's different portions of it and there's different pieces as like brand protection people registrars have a certain business model and, you know, there are needs of certain brands and what they want versus small businesses versus individuals.

So I think we can't say users as a whole want this because users are a discrete group and all users want - there are different types of users and they want different things. So that's why I just say there's no uniformity - why there isn't because there are different needs and there are different pieces.

And I think, you know, I think this is something that's been discussed in deep - I don't know, just been brought up, but I don't know where it states that, you know, that there are - these aren't, you know, renewing domains and certain pieces and having grace periods of X amount of time aren't, you know, they're not in a constitution and they're not inalienable human rights, you know, that's not something - that's something that people keep saying - I keep hearing that, you know, what are these rights.

And I'm just - I don't see where these, you know, what's the genesis of having these rights are; who gave them to people that people are claiming this is my right. So that's the other part of that if somebody points out saying hey it says here you have this right then that's a contract and it should be out there but just claiming like we have these rights that just claiming it doesn't make it so. That's it.

Alan Greenberg: I would point out that what we're doing here is potentially writing such rights - calling them rights or not...

Jeffrey Eckhaus: Oh yeah, no and I agree with you, Alan. But that is something we are working on now not that they - people are saying...

Alan Greenberg: Yeah.

Jeffrey Eckhaus: ...hey but these rights exist.

Alan Greenberg: Understand. James.

Jeffrey Eckhaus: And yeah so that was my point.

Alan Greenberg: James, no?

James Bladel: Yeah. Very similar to Jeff I think, you know, the bottom line is what we're describing here is a competitive marketplace which resulted in lower prices

and just a whole rainbow of products and services and registrars targeting different market segments.

And, you know, I think this is a discussion that we've had in some other different PDPs with uniformity is something to be desired in certain circumstances but we have to recognize that we will eat away at that competitive marketplace.

And this is one of the things, you know, competitive market and consumer choice is one of the things that is part of ICANN's mission.

Alan Greenberg: Right.

James Bladel: So we need to - we need to pursue that, you know, equally with all of the other concerns that ICANN is charged to be responsible for. And I would point out that, you know, we need to be very careful that we're not personalizing some of these things.

You know, I am a - I'm representing a registrar on this group but I am the registrant and I've had beefs with other registrars including, you know, possibly my own employer about their different practices and things that have happened.

But, you know, I can't say that because I wanted X or because I experienced Y that I am the template that all registrants should experience. It would be a very different experience for my grandmother or a small business person or a Fortune 500 company. And I think that registrars are trying to serve all those groups simultaneously and their needs are not uniform.

There's not a monolithic registrant model out there. And we just need to be mindful of that when we create these things. Thanks.

Alan Greenberg: I hope we are. And what we're doing here I think is attempting to set a base common denominator which doesn't impinge significantly on that model - on the ability to have different models. Cheryl.

Cheryl Langdon-Orr: Yeah I was going to come to something that you've now defined as a base common denominator with using the word that the ALAC had indicated in previous comments on post expiry domain name recovery which is a degree of predictability.

Just going back to the motel and hotel model there are a few baselines one expects to be in a fire safe condition regardless of how much you're paying. One expects not necessarily to have an unadvertised you must be out by time or is it an agreed to time at the time of contract.

And one also would know the difference between having a hammock supplied before you get in and if you get in there and go well hang on I expected a bed being able to change.

I'm not saying that these are post expiry domain name metaphor equivalents here; what I am saying is that the consumer end user or in this case a person wanting to find cost effective accommodation in your comparative model, Jeff, usually has longer standing experience and understanding of what they're getting into and their baseline or common denominator requirements - sorry, my dogs are going crazy - are slightly better understood.

Which brings me back again to the role of education of registrants because some of that non-amorphous mass of registrant differences comes from those who by the virtue of their use of domain names are far more savvy and understand probably better than other people in even ICANN or industry do what the opportunities, options and possibilities are with their names versus, you know, mom and pop who just want something to advertise their product or even their family blog on.

Okay I've got to obviously mute again seeing as I've got beasts doing things.

Alan Greenberg: Okay. I'd like to try to go back onto the specifics because we are running - going to run out of time before we get through to the important ones or some of the other important ones. Any other comments on this issue? Cheryl, I presume your hand is down.

No? Then let us go onto Number 5 which - this one again has had many, many comments. In essence it says that a registrar may delegate some of their responsibilities to a reseller.

When I wrote this I thought this was going to be gladly received by the registrars because there are provisions in the RAA that says registrars much do such and such. And Jeff had pointed out that in some cases a registrar may have a hard time doing it but a reseller - because it varies from reseller to reseller.

So I thought this was going to be well received; it has not been well received. And there have been a number of suggestions that we take it out, put it in the notes, put it in the discussion. I can live with that. Any comments on registrars or - well any comments from anyone on the group? No one cares which way this goes? James.

James Bladel: Well, you know, got to give us a couple seconds here. So this is James speaking. I think we do care how it goes; I do. I would like to see it maybe as part of our discussion and deliberations rather than a standalone recommendation; I think I noted that in my comments.

One concept - and maybe some of the lawyers on this group can help me. But one comment I had was - or concern was that there's already a generic provision in the RAA and we start including possibly inconsistent language in various PDPs as far as recommendations. But I'm concerned that the generic provision will lose its teeth.

And if I ever wanted to go, for example, and I'll just pick on him a little bit, and just take Mr. Eckhaus's company to court over something that I believe was in the RAA but he can point to something that was in an individual PDP on a specific issue then I think that, you know, we may have, through our intentions of clearing things up, we may have actually muddied the waters a little bit from a legal standpoint. And that's just a concern.

Alan Greenberg: Okay I...

((Crosstalk))

James Bladel: Thanks.

Alan Greenberg: Thank you James. I'll note that the Number 5 that's on the screen I think two words have been omitted. I think the first sentence originally read, "All RAA provisions applicable to registrars dealing with registrar/registrant interactions must be carried out by a registrar or a reseller."

Marika I'm not sure where that got dropped or maybe I didn't write it to begin with but that was certainly the intent that it was saying you can do - it can be done either way with the second sentence being the standard contract - and restating contract law saying if the registrar chooses to use a reseller they're still responsible for the - under the RAA.

Marika Konings: This is Marika. I think that the first sentence tries to convey that ICANN's contractual relationship is with registrars. I think that's why the...

Alan Greenberg: Okay but...

((Crosstalk))

Alan Greenberg: I thought when I wrote it it says registrar or registry. That is - they must be carried out by one or the other but because of the contractual agreement registrars are responsible. I hope we haven't been having a whole discussion here because of a typo. Michele.

Michele Neylon: Could you repeat what you just said Alan? Trying to understand what you're saying and...

Alan Greenberg: Okay my recollection of what I thought I wrote when I first phrases these recommendations - and I'd have to go back and see if I did it or just imagined it - is the first sentence said something to the affect of all RAA provisions applicable to registrar/regisrant interactions must be carried out by a registrar or a reseller. If the registrar chooses to use a reseller the registrar is still responsible under the RAA but allows delegation of those responsibilities.

Michele Neylon: Yeah I can't support that.

Alan Greenberg: You can't?

((Crosstalk))

Michele Neylon: ...what I think Paul has put there in the chat is - would be similar to my viewpoint. Putting it into deliberations I don't have an issue with.

Alan Greenberg: Okay.

Michele Neylon: It's the deliberations that basically - it tracks a train of thought; it's not a case of we didn't - because if you put in deliberations I feel that people will go okay they did actually look at this whereas if we leave it out it might just raise questions.

Alan Greenberg: Okay Margie. Oh sorry I thought you were finished.

Margie Milam: Sure, let me clarify. This is Margie. We went to the legal department on this and the reason they were uncomfortable with adding the language - I think the language came from them that they wanted to take out "or reseller" because it implied that we could enforce against resellers which, you know, since the contract is between ICANN and the registrars that's difficult to do. And so I think the reworded language came from us.

Alan Greenberg: Ah.

Margie Milam: We wanted to clarify though that it was okay to use a reseller that's why that second sentence is in there. It's just that if a registrar chooses to use a reseller that doesn't relieve them from the obligation to carry out, you know, to be responsible for its obligations under the RAA so that's where that language came from.

Alan Greenberg: Okay. But, Margie, let me further ask a question. If a reseller chooses to take one of the obligations, let us say posting the renewal price assuming we agree on that, and says we won't do it but our resellers must does that meet the terms of the RAA at that point?

Margie Milam: No because if the reseller actually doesn't do it then ICANN has no ability to enforce the obligation against the reseller. So it has to be that the registrar remains, you know, responsible for...

Alan Greenberg: Oh I'm not saying who's responsible that's not the question.

Margie Milam: Right but...

Alan Greenberg: It's just can they delegate?

Margie Milam: No, no delegation implies that the contracting parties believe that it's obligation and I think that was the concern.

Alan Greenberg: Okay I can...

Margie Milam: And so it's okay...

Alan Greenberg: ...I have no problem dropping this if everyone else is happy. I see no hands. James, tick mark. Okay. Number 6, all right we had - James took the words that are currently in the revised RAA for the redemption grace period, added other expiration grace periods.

And then in the comments suggested based on an objection from me saying could we use other - I don't - can't find it right now but something about other post expiration or any other time following expiration. James, go ahead.

James Bladel: Yeah, thanks Alan. James speaking. Just to be clear this is coming from the EDDP not...

Alan Greenberg: Oh you're right, sorry it is the EDDP not the new one, correct.

James Bladel: Right. And so I'm taking the equivalent requirement for redemption grace period, the pricing, and, you know, that it's the, you know, without getting into what the price is that it be posted in a clear place on the Website if the operator - registrar operates a Website.

And I'm just trying to expand this sentence to make it inclusive of, you know, whatever sort of things we're handling. And so I think this is the appropriate - rather than creating a new policy out of (whole cloth) I think that it's appropriate to possibly tweak this section of the existing policy and see if we can't alter it so that it fits what we're trying to do which is to make expired name pricing whether it's in RGP, ARGP or some other thing just to make it visible and that's it.

Alan Greenberg: Yeah my...

James Bladel: It doesn't have any other recommendations about what it, you know, what it needs to be.

Alan Greenberg: Yeah. The intent originally was that we are adding the requirement to post the regular - the renewal - the post expiration renewal price. And I guess I presumed that when this was actually worded it would be folded into the same sentence, you know, at the time - the reworded RAA section was drafted.

But I have no problem explicitly putting it here. I would flip the two in the other order of put the regular renewal followed by the redemption grace period but I have no problem with the content here.

James Bladel: Yeah, I just kind of threw this out there as a starting point so I'm curious as to...

Alan Greenberg: Yeah.

James Bladel: ...what some of the other registrars think.

Alan Greenberg: Again I wasn't trying to reword RAA provisions here just identify what we were adding to the policy. But I have no problem doing what you suggested. Number 7, this was the one saying if they...

Marika Konings: Sorry, Alan.

Alan Greenberg: Yes, sorry go ahead.

Marika Konings: This is Marika. So can I just clarify that the recommendation now would read with the proposed modification that James suggests or any other time following expiration? That's the...

((Crosstalk))

Alan Greenberg: Well but I think we have to - I think we should craft it so that the either/or redemption grace period comes second in the or.

Marika Konings: Who's going to craft that?

Alan Greenberg: I will volunteer to if you'd like.

Marika Konings: Okay thanks.

Alan Greenberg: I'll send that to the list hopefully by the end of the day. Number 7, this is the - if ICANN publishes a Website registrars will point to it for education. There's probably other details there but I think we all have agreement on that one. No hands.

Number 8 this was the suggestion to rename the auto renew grace period. Someone suggested along the way - I don't remember who it was that we rename the other one that is what registrars use. I have a problem with that in that, number one, it's telling registrars what to do at a level of their business that I don't think we should be operating at.

Number two, the current term that most - many registrars use is something that's really understandable to registrants so suggesting that one change I think is problematic.

Michael Young: Alan, you know, weighing in from the registry side as well...

Alan Greenberg: Yeah.

Michael Young: ...changing this is not just a documentation element this is reflected in the actual EPP protocol. So this would require a whole path through the ITF because it's actually an EPP status that's - are tied to these auto renew grace period so it's not a simple thing. Unless there's a really big benefit to it I don't

suggest we rename it just for - well we shouldn't rename things that are already in use in the industry in general terms unless there is a very compelling gain for everybody involved.

Alan Greenberg: Yeah, I guess the compelling reason when we were having these discussions was that even registrars within this group confused the two when we did the original survey because the two are such close terms. And I guess I really don't see the need to rename it from an EPP point of view but rather from the point of view of the term used in registration agreements and things like that.

((Crosstalk))

Michael Young: Well the problem...

Alan Greenberg: So I'm not quite sure how to finesses that but let's go onto James.

Michael Young: Yeah, sorry go ahead James.

James Bladel: Hi, Alan. James speaking. Thanks. And my comment here was - and by the way we run into this even internally. I was speaking to someone the other day and they mentioned redemption grace period but they were really talking about our internal 42 day grace period that we offer to our customers.

So I just felt that there were a couple of grace periods that were defined in the various ICANN policies and contracts and as Michael pointed out they're defined in EPP and in WHOIS specifications.

So it seemed like we should identify which of the terms, you know, put them all in a pile, here's all the confusing terms, and then take out the ones that are defined, you know, not quite carved in stone but the closest thing, you know, let's say they're static, and then find the different terms that registrars are using both internally and in marketing communications with their customers.

And I think it's the latter ones that are possibly more - least impactful if we start talking about well, you know, while ICANN shouldn't tell them what to call it, you know, they should definitely not call it auto renew grace period or redemption grace period or something specifically what term to avoid so that we can sort out this confusion.

But I think trying to go to the source and start tweaking terminology that's in protocols in IETF documents and in contracts I think is a problem.

Alan Greenberg: Yeah I guess what you end up saying is - see I don't - registrars don't tend to use the term grace period they tend to use the concept auto renew. And it's that part that overlaps with the current grace period so...

James Bladel: Well they also use redeem and possibly incorrectly but they...

Alan Greenberg: Yeah.

James Bladel: ...use redeem when they're talking about a renewal after expiry. And I also think that is confusing. And...

Alan Greenberg: Yeah, I mentioned that to Marika earlier in a private conversation that we tend to - we've used the word redeem when we really mean renew I think. And I'm not sure we're consistent in our documentation. Jeff.

Jeffrey Eckhaus: Yeah, so two things. One is Michael said - he already jumped on that that it's already in those specifications but also that I just want - for us in our API and I believe I've seen other companies' APIs and that documentation. Some of those terms are used or the - or we use - we use that within there.

So, you know, for us having something like 8000 or 10,000 active resellers having them to make changes for the API would be pretty onerous. And I couldn't see the reasoning where it would help.

But also the other point I wanted to bring up was there was a suggestion that we possibly we leave that term there in the protocols but change it in other areas. And I think if we want to reduce consumer confusion and that I think having - it meaning two separate things in two separate areas would make things even worse so I would highly recommend against that sort of idea.

Alan Greenberg: Okay. Margie.

Margie Milam: yeah I wanted to address the issue of the EPP protocol. I actually sat through an all day seminar on Friday on EPP and that was one of the messages that I got from the speaker was that you really don't want to change anything in the existing protocol unless there's a, you know, because it's used and is already implemented that it's very difficult to do that and it's better to leave it alone if possible. So just to share that with the group.

Alan Greenberg: All right the will of the group seems to be that this is going to cause more problems than we want to cause at which point if there is no people arguing for it at this point - and I don't see any hands up yet - Michele, you wanted to argue for it?

Michele Neylon: Not really, no. But I do think we should deal with those at the same time. I think we should make a note somewhere in the report that we know that there is confusion - that there is confusion in relation to some of this terminology and - but unfortunately there is no easy way for it to be changed. I think that, you know, we talked about it so much ignoring it would be silly.

Alan Greenberg: Okay you're channeling for me because I was going to suggest that we mention it clearly in our deliberations saying we would dearly like to be able to change it because it is confusing to everyone including registrars but we don't see an easy way of doing it at this point.

((Crosstalk))

Michael Young: Alan, are we going to have a section of like observations that these kind of thoughts will go under?

Alan Greenberg: I don't think we do right now. We have an opportunity to do that when we, you know, if we're just saying observations that we think someone should address but we can't it's probably something we should put in the final-final report.

Michael Young: Yeah.

Alan Greenberg: I don't think we have an opportunity to do it in the next seven days though. But I think it's a good idea...

Michael Young: That would be.

Alan Greenberg: ...we should capture.

Michael Young: Yeah, that would be an appropriate place to put this kind of issue in I would think...

Alan Greenberg: Yeah. Jeff.

Michael Young: ...if everyone agrees with that.

Alan Greenberg: And the changing WHOIS is the other one that we talked about.

Jeffrey Eckhaus: So I - it's my turn. I might suggest - I have a suggestion here on this is to - instead of, you know, instead of asking - instead of changing this around and of course since we have no control as groups - having businesses or registrars, whoever, call a certain period what they want to in their own marketing material that's sort of, you know, what they do.

But I think maybe part of the education here would be to try and educate registrars and registrant to put that out there and say try and be consistent

with this term. It's not a contractual requirement of course but we think it would cut down on confusion; it would help everything if people use this term. And I think that could be a suggestion on how to go forward on this.

Alan Greenberg: Yeah, I mean, one of the options is in registration agreements to the extent you have to make reference to the 45 day period, not calling it a name here, that you don't use its name and that's probably possible to word things like that. It's just when the two - two things show up in nearby sentences it does get rather confusing.

All right I think we've killed that one. Any other comments before we go onto the next item Number 9? We are half hour from the end of this call approximately.

This one says a Website will be put up with the help of everybody to try to educate consumers. No negative comments? We go onto Number 10.

Paul Diaz: Alan?

Alan Greenberg: Yeah.

Paul Diaz: It's Paul. Look my comments off to the side and the concern was this sent to a registrant in a separate email immediately following initial registration. The concern is, look, all registrars and I'm sure some more than others we get dinged a lot for - in certain registrant's minds - over communicating to the end user.

So for something important like this an ICANN-developed tutorial it seems to me that that needs sort of special treatment. The idea of a separate email I think is just going to get lost in the wash...

Alan Greenberg: So you're suggesting an email and not...

Paul Diaz: An email and I think the suggestion ought to be - it ought to go, you know, like with the - a required email like the WHOIS data privacy - the WHOIS data accuracy reminder or something like that. I know you want to get it out following the initial registration in which case let's not call it separate.

But for registrars I think most of us probably send a welcome or congratulations or something to that effect kind of communication that it could go with that, but importantly that, you know, if - when it goes it gets sort of pride of place.

Alan Greenberg: Yeah.

Paul Diaz: And in my mind the one that everybody has to do is that WHOIS reminder; it's a contractual obligation. So maybe it goes initially and then it gets attached with that annually thereafter to help build education. Otherwise these things are going to get lost. I mean, a lot of people even blacklist the...

Alan Greenberg: How...

Paul Diaz: ...the address.

Alan Greenberg: Yeah, how about if we say in an email immediately following registration, take out the separate and in the WHOIS reminder - the mandated WHOIS reminder. James, removing separate I assume you take as a friendly amendment since you proposed this wording originally?

James Bladel: Yeah sure. Actually I have a different thought but I'll wait my turn on that.

Alan Greenberg: Okay I'll - I was trying to summarize. Certainly I think everyone's agreeing to remove separate and Paul is suggesting to add - I think you were suggesting to add in the WHOIS reminder which I think James had originally suggested way back when but never made it into the words.

James Bladel: Yeah I do remember that now. We were trying to scare people into what would happen if they didn't...

Alan Greenberg: Yeah.

((Crosstalk))

James Bladel: ...the WHOIS reminder.

Alan Greenberg: I'm happy to add that. James, do you want to take it and then Michele?

James Bladel: I have a really wild unconventional and therefore probably unpopular idea or suggestion. But, you know, all gTLD registries have a reserved list of invalid names, things like example.tld and that's true for .com, .net, .org, .info, you know, .biz, you know, all that stuff.

So I'm thinking wouldn't it be cool if we could find an appropriate one on that list and, you know, this Website wherever it lives, this care and feeding of your domain name and all the things that you have to do and all the things that could go wrong, is put out there and all of the registries just kind of as a gentlemen's agreement with ICANN's full endorsement and to the cheers and adulations of the ALAC and registrars, would point one of those invalid names to this Website so that that example or sample or whatever would resolve to this, you know, neutral instruction manual.

So that was just something I wanted to get out there in the record; probably beyond the scope of this group. Thanks.

Alan Greenberg: Yeah, adding a new one would - is clearly beyond our scope and I don't think would make us real popular. And I'm not sure any of the existing ones would make any real sense. I have - I think it's a nice idea though. Michele.

Mikey O'Connor: This is Mikey. Let me just jump in on that one.

Alan Greenberg: Okay.

Mikey O'Connor: Out of turn on the queue. But the - this is another one much like Michael Young's point this would have to go through the IETF because there's RFCs on those. And...

Michael Young: Yeah...

Mikey O'Connor: ...for example you mess around with example.com and you actually break stuff for people. So I'm a little edgy on this one.

Michael Young: Yeah most of the stuff - to strengthen what Mikey is saying is there's a lot - most of the things on the reserved list have complexities around them. Now that's not to say every name on the reserved list is complex but if you're going to have one of these per registry or per extension then it also gets confusing - more confusing to the person following the link in the email as to why it's different on different registrations; they're not going to really get that.

And likewise would, you know, PIR with .org for example if they'd like to see a forwarded email to a .com site that shows all this information, ideally not. Probably the best place for a landing site for this is probably under - feathered underneath the ICANN registration moniker because it would be the most, you know, neutral landing site - party neutral not really seen as advantageous to any one registry or registrar.

Alan Greenberg: Okay I think we've heard enough arguments against that. So the specific - the suggestion probably won't fly. Michele, you're next I think.

Michele Neylon: Two things, first off with respect to Michael's comments there I appreciate that but as I threw onto the chat you can always use C names so - and if you've said - if you're using apache set them all up as aliases; you don't have any mod rewrites so nobody is going to know whether it's...

((Crosstalk))

Michele Neylon:org will be a .org, a .com will be a .com and it'll all result in the same Web page...

Alan Greenberg: Yes, you can certainly do that. I mean, and well you know I know that as well Michele but I mean, the reality that someone's going to have to administrate all that and the more complex it gets the bigger the burden of operating that site's going to be.

Michele Neylon: And I appreciate that. I'm not going to, you know, I'm not going (unintelligible).

Alan Greenberg: Have we agreed that in the wording - we use the wording we have now with the strikeouts in the red minus the word separate and add in the who is reminder?

Michele Neylon: I don't know. That was (far as getting it). We just let me (please). Sending a registrant a separate email immediately following initial registration. Assume that all registrars and all parties send emails. I would be happier with replacing email with communication because you don't know for sure that they're doing it my email.

Alan Greenberg: I assume James will consider that friendly. Yes, communication replaces email. Separate disappears. And add in the who-is reminder which is mandated currently although I don't think it says email.

Can we take no comment as being acceptance of that? Okay, let's go on then. Number 10 - this says there must be notification of how messages are sent. We had agreement on this as of the last call and no comments since then.

Number 11 - subject to an exception policy, messages must be sent out at specific times. No objection to rewording of the last paragraph. Okay. Number 12 - this was the old 13. And this says you must do push type notifications not pull. There was agreement. At least one notification post expiration and James, I believe, or somebody suggested that we remove the requirement that it be done a specific number of days prior to the renewal not being allowed any more.

The intent of adding that was to catch the registrant at a time when indeed they may be receptive to a notice from the registrar as opposed to the rest of the ones they ignored.

Your - the comment I believe - no, it was Paul's. The comment was - I think was referenced to the fact that if it's already in the blackout period that messages may be problematic and we have two people with hands up -- Jeff followed by Ron.

Jeffrey Eckhaus: Yes, that's specifically my point. If I delete or get rid of the domain on day one then I cannot send it and I think this one is just fraught with issues. I think changing, you know, taking down the Web sites, something like that, is a notice but if, you know, having the two notifications sent beforehand and then the one after, I don't know if that could help.

And I think it just makes it almost impossible to do because if people delete on day one, then they're not going to be in compliance. And if that's the only email address that is in there...

Alan Greenberg: Well deleting is not an issue. Deleting is always allowed.

Jeffrey Eckhaus: No, but I'm saying if you shut it down - if you shut down the Web site then you're asking - saying, hey keep up the email which is difficult to - it might be very difficult to do for a lot of people. So I think that saying it must be done

after, it's one that I personally don't think - I think - I am okay with, you know, with saying before a certain - the timing of it, those sorts of things.

But to say that it must be done afterwards within - well, definitely within a certain amount of time, I would be against. But I'm against this one in general.

Alan Greenberg: Oh okay. So you're one - this one in general. This isn't a comment on Paul's modifications. Oh okay, Ron.

Jeffrey Eckhaus: No, I agree. I agree that it should be the - putting a certain number of days makes it even harder.

Alan Greenberg: Okay. So you're willing to accept it with Paul's modification?

Jeffrey Eckhaus: I need to think about it but right now I'm leaning towards no but I need to think a little bit more because there're a lot of implications to this that I'm sort of working through right now. So - but I'll let somebody else speak on this.

Alan Greenberg: The point of this - Paul, you're willing to let it - leave it stand. Ron?

Ron Wickersham: Yes, this is Ron. The - these - is it okay where we - back to the point where we said communication rather than email, is notification - now we have number 12 with notification must include methods that do not require explicit action.

So is that context also contained within the change of email to communication in a previous (one)?

Alan Greenberg: As - notifications of expiration, it says prior to expiration.

Ron Wickersham: Right. (Unintelligible). So notification for...

((Crosstalk))

Alan Greenberg: Number 12 only applies (to that).

Ron Wickersham: ...for education. Is it also count by this wording?

Alan Greenberg: That is not currently...

Ron Wickersham: So is communication...

Alan Greenberg: It doesn't currently address that, no.

Ron Wickersham: Okay thanks.

Alan Greenberg: You know, there may be merit for putting that in but it's not anything we discussed to date so I think, you know, that point it's a comment you could put into the report or a minority report but I don't think it's substantive for that.

So is there general agreement that at this point we leave 13 as is with the change that Paul suggested that is striking everything after at least - and at least? No objections, we go ahead to 14. Fourteen - I'm confused. Marika, can you tell us - tell me what we're doing with 14, 14A and 14B? Fourteen A is the version as modified - 14 is the version as modified by Michael and 14A and B are reverting to the old one. Is that correct?

Marika Konings: That's correct. So the option is either 14 or 14A and B as two separate recommendations but I think in (unintelligible) they will convey the same kind of message.

Michael Young: I think there is a distinct difference between the two. I wouldn't mind pointing that out if that's okay.

Alan Greenberg: Yes, you're right Michael. There is distinct difference. That is, 14B currently refers to any blackout period. Ignore - forgive the term blackout - any of the diversion whereas the version you proposed integrated says it only refers to that eight day period.

Michael Young: Right.

Alan Greenberg: Ron, you had your hand up on this one? Or is that your old...

Ron Wickersham: Yes I do. Yes, this is over a matter of procedure in our group. Unless I was absent when it was brought up, there was considerable time discussing the contents of these proposals, these specific ones but leaving in number of days.

Now as we draw to a conclusion, eight seems to be in hard copy without having had discussions. Am I correct in that?

Alan Greenberg: No there was...

Mikey O'Connor: This is Mikey. That's not correct.

Alan Greenberg: That's not correct. There was substantive discussion on it a few weeks ago.

Ron Wickersham: Okay thank you.

Alan Greenberg: I'm not sure everyone agrees and certainly not what some of us wanted to see but there was substantive discussion and I think there was general agreement of the people at least on the calls of those days - at least that was my understanding - that this was something that we could live with at this point obviously subject to further discussion based on the comments during the comment period.

All right. I have a strong preference for separating A and B. We've, a number of times, said we want to keep these things moderately simple and understandable. And I think separating them does that. It - there is a change in the intent but it's a relatively small one and I think probably maps to what registrars in general do.

That is, they don't want to change the splash page partway through or perhaps two - change it two times. Any comments? (Olivier)?

(Olivier): Thank you Alan. I have a question and it might be a very dumb question because it might've been treated before. But how does one redirect part (HE) traffic when you're not the actual network supplier, you're not the actual ISP? I understand you might redirect the www.domain name.

((Crosstalk))

(Olivier): Part 80 is a bit strange.

Alan Greenberg: The registrar can change what is in the route zone and direct everything for that domain name. I mean, virtually all registrars do it today. They...

(Olivier): Yes. They can change the zone - yes, okay. Fine. They can change the records but they cannot start directing traffic as such. Strictly speaking that's incorrect.

Alan Greenberg: They can arrange for the traffic for port 80 to do somewhere.

(Olivier): No.

Alan Greenberg: The wording may not be correct. If they...

(Olivier): They can arrange for the domain to point at their own name servers rather than pointing to...

((Crosstalk))

Alan Greenberg: Right, and if they have a listener on port 80 it list- it responds. No.

Man: No.

Man: I think we're just talking semantics so Alan, I can certainly help with the language a little bit to make it more correct.

Alan Greenberg: Go for it.

Man: Yes, I was going to second that. Mikey, you can jump in on that one then.

Man: I'll help that one line on how...

Alan Greenberg: Okay.

Man: Yes, I - I'll suggest a little bit more technically correct language for that later on.

Alan Greenberg: Thank you very much. Appreciate it.

James Bladel: And Alan, this is James with an observation.

Alan Greenberg: Yes. Go ahead.

James Bladel: Okay thank you. (Olivier) raises an interesting point in his questioning which is that this recommendation assumes that registrars are operating or have access to alternative name servers to do this. But they can point that to the name server that they control and then make these changes.

And while I grant you that it's probably universally true in practice, I don't know that that's something that's ever been required in any of our existing policy obligations. I'm just putting that out there. And maybe one of the other registrars can hit me over the head and say, "Yes, here it is." It's - we're assuming something.

Mikey O'Connor: James?

James Bladel: Yes.

Mikey O'Connor: James, in all fairness, if you read this...

James Bladel: Yes.

Mikey O'Connor: ...it says if at any time after expiration. I'm not really in favor of breaking it out into 14B anyway but it says if at any time expiration the registrar directs traffic.

James Bladel: So it's qualified.

Mikey O'Connor: So if they don't - yes - if they don't direct - if they don't try and redirect traffic one way or the other then they're not obligated to.

James Bladel: All right, thank you. There're a couple of services out there I think that offer registrar in a box. I wouldn't presume that they have this feature built in.

Mikey O'Connor: Well then that's a new feature they'd have to add, right...

Alan Greenberg: Yes and...

Mikey O'Connor: ...to be (competitors).

James Bladel: Exactly.

Alan Greenberg: Fourteen A you can do by taking it out of the route zone effectively. There're a number of mechanisms to (net) do that.

Man: Right. Alan, the problem I had with 14B - let me put it out to the group. The problem I had with 14B is that it covers the entire - potentially the entire audit renew grace periods timeframe. Whereas when it's incorporate in 14A like I did in 14, it's - this requirement is restricted toward the eight day period. You're firmly trying to get the attention of the originating registrant and give them the opportunity to renew the name.

So I just - it seemed to me, and maybe the registrars could, you know, could actually put forward their thoughts on this but if I was a registrar I don't think - I think this is a much bigger restriction or obligation if I've got to cover the entire 40 day period - 45 day period.

And I don't know that I'd value beyond having it be a requirement during the eight days because, you know, if I complete my eight days in good (staid) that I'm supposed to and, you know, it's day 18 or whatever and my normal practice is to do something else with that traffic, then I have to land it at a Web page that basically says well, you know, this is how you renew the domain but it's not renewable anymore, you know.

Alan Greenberg: No, and obviously if it's not renewable then it doesn't apply. By the way, if one went with the unified 14A...

Man: Alan, are you saying - oh, maybe this is a misunderstanding - are you saying you want this to mean that if the name is beyond the renewable - guaranteed renewable period anyway, for lack of a better term, that they don't have to land it on an explanatory page?

Alan Greenberg: I would hope that if it's no longer renewable you don't want to talk the registrant on how to renew when it's not renewable.

Man: Oh. Can I take a shot at rewriting this then because I don't think that's clear at all?

Alan Greenberg: Okay I - hold on. Let me look at it because I thought there was some wording that was added. Anytime after expiration - I think there was a clause added in an earlier version, Marika, that said when the - I don't remember where it was - but it said when the name is still renewable. I don't know what happened to in the various iterations. It may have been in a comment and not put in the text itself.

Man: Yes. All you have to do is say if anytime after expiration...

Alan Greenberg: Eliminate (as renewal) - is still renewal.

Man: ...eliminate is still renewable, comma, yes.

Alan Greenberg: Yes.

Man: The registrar - yes, that makes...

Alan Greenberg: That was there in some version.

Man: No, that's much more sane, sorry.

Alan Greenberg: Okay.

Man: Yes.

Alan Greenberg: No I - taunting registrants is not one of the things we're in this for.

Man: Right. That just made no sense to me whatsoever. Okay.

Alan Greenberg: Okay that big - that was left off of the initial one. It did get added, I think in a comment and the comment must've been merged into something else or disappeared.

Man: Okay.

Alan Greenberg: Okay. Jeff.

Jeffrey Eckhaus: Yes thanks. I have just a question, I think an issue with - on 14 and then I guess it would be 14B because it splits up to it - is having - what information - what instructions, how it's on the side and I think James in his comments said it - you know, that goes more to implementation but I'll just give - some of the things I'm concerned about on this and why I don't think this is a good idea because what I've seen in practice is I'm okay with having, say, a link and it says if you are the initial, you know, the whatever it is for - then you can click on.

And then it would like to, like, an account log in. But I'm concerned about having renewal instructions, other information up on a screen. I think it leads to a lot of fraud especially if domains - people are - you know, people deem them as valuable.

I think that it might not help in the recovery of it to the original registrant. I think having a link going to an account log in or something like that would be helpful. But I think mandating what are those instructions, what's on the screen...

Alan Greenberg: Jeff, let me interrupt. My point of view, if it says click he- if you are the registrant, click here, that's instructions.

Jeffrey Eckhaus: Okay so I think - yes, so I think we need to reword it then, the words like - especially using that word explicitly. And saying - and it has to give instructions to the original name holder, you know, saying - because some

people might want to give instructions to, you know, just saying in general, saying, hey this is how you renew a domain - you know, I think we just - we need to work on the wording on these just because I think we sort of could put - make silos saying, hey, it's only - we're only sending it to this person or only sending it to that person.

So I'm a little concerned about that. And I think one of the other points I want to bring up I think for myself, I know for our - for us is that why I think a link or some just - to add on to that, why that would work because for us and other companies like a (two cas), others that work on a reseller model where having it linked to another company's page on there with instructions from another company would cause confusion versus having a log in. An account link would make a lot more sense for those consumers.

Alan Greenberg: You don't have to convince me. I'm convinced.

Jeffrey Eckhaus: No, it's not only - Alan, you're not the only one who decides (things). It's to the whole group.

Alan Greenberg: I don't see anyone else objecting here, sorry. I wasn't trying to be glib. I have - I also think I said in the comments I have no problem removing the - two of the RNH addy - so can someone else suggest the wording they would like to see here or do you want me to try to reword this one as well?

No volunteers. I will try and if you don't like it, comment please obviously. So not having heard any objections to keeping them separate and Michael now agreeing that if we add the subject to it's still renewable, we'll put the next draft out with them as two separate ones.

Number 15 was the recommendation that we can't do anything about that who-is be changed during the auto renew grace period if - to indicate clearly whether the registrant has renewed with the registrar or not.

And I think we're unanimous on that one. Sixteen, best practice is - that if messages are sent that we should try to make sure they actually go somewhere, to reword this, and okay, a suggestion was made by all that we change must to should. And since it's a best practice I have no problem at all with that.

And that is the last item I believe we have. We have seven minutes to go. I congratulate you all. I didn't think we were going to come anywhere near making this.

The things we still have to do are to decide do we still want to try to do some level of poll of the people on this working group? I think for Marika's sake, we would be better - best advised not to do a formal poll which takes a lot of time to set up but do it via email if we do it at all. And Marika, you have your hand up. I'll let you speak for yourself.

Marika Konings: Yes this is Marika. I think - I mean, a poll will be difficult seeing that the short timeline we have until the publication deadline which is on Monday. But I think a suggestion might be as well and that might make it a little bit more (compatible) as well about the report that, you know, we put the recommendations forward as the proposed recommendations from the working group which I think implies some kind of consensus but put a caveat there as well that, you know, the working group is planning to, you know, refine or adapt these recommendations based on the review of public comment if deemed appropriate or necessary.

But might leave, you know, sufficient room for further enhancements or modifications that, you know, we might have been able to cover, you know, seeing the deadline approaching but at the same time being able to put something out and get some input from the broader community on some of the items that we've been discussing.

Alan Greenberg: I think you're suggesting doing it as a group not one by one.

Marika Konings: Right.

Michael Young: Yes. Marika, it's Michael. I think also it would be helpful to, you know, to state that in the final report there'll be some kind of tally mechanism indicating our - the level of consensus we had on each specific one as a group because we'll have had time by then to...

Alan Greenberg: Yes, I think we're obliged to do that.

Michael Young: Yes. But just to remind the public of that and the report what - because, you know, not everyone that reads that report may necessarily be aware that that will happen on the final.

Alan Greenberg: Okay good point.

Marika Konings: We'll add that.

Alan Greenberg: And lastly, we have the report itself. There have been a set of comments being made in the last day or so by Paul, James and me and Marika has made a whole bunch of changes. Marika, what's the timing for making changes which are not controversial? I assume something like this Thursday or so?

Marika Konings: I'm happy to take, you know, more substantial issues until Friday close of business so I can finalize the report on Monday morning my time and send it at that stage assuming that, you know, those changes will just be more style, edit kinds of things.

There are a number of issues in the changes proposed I think by James and Paul that we might (agree) to cover because one item where I noted a lot of changes is to - there's the annex that it's a background section and I think as we discussed before, that is a copy and paste from the issue reports.

You know, if there are any items that are not covered in the report, I think it makes more sense to highlight them there and that if people have a lot of concern about this section, another proposal will be just to take it out and include in the background section (related) to the issues reports so people can go and find that information if they want to but they're not reopening some of the discussions that we've had, you know, over and over again.

Alan Greenberg: Certainly from my point of view I think link- just linking to it at this point is probably the cleanest thing. We can always revisit that in the final, final report which - where we want some history to reflect the whole story.

And I believe that the various comments or the intent of the various comments, because there were words like, you know, thin- you know, ALAC made claims which were not substantiated, I think those statements belong in the deliberations because those were points that were made by registrars during the deliberations and then they should be highlighted there to the extent that Marika can insert them, you know, moderately quickly and accurately.

And I think that's where they belong, not trying to reedit the document which was just extracted in whole with a few typos corrected and things like that. Is that agreeable to the group?

Man: Fine by me.

Marika Konings: And, Alan, on another note I'm hoping if you're able to turn around the recommendations later today that I can try to incorporate all of that tomorrow in an updated draft that's - because I think (more so there'll) be other edits that were provided by James and (probably) yourself.

I didn't consider them substantial and, you know, if someone considers them substantial they should raise that. So I hope you're able to publish a new draft

which incorporates all the recommendations and the language and, you know, all the add ins that we discussed today so people have, you know, a more final product to look at.

Alan Greenberg: Yes, I would suggest if it sounds reasonable to people that what goes into the report is - does have a column of comments or intent which may not be complete. They may not be everyone but we try to raise some of the issues that were of great concern, either why we're doing it or the problems someone - people had with it just so people reading the recommendations can get a flavor for either why they were there or where they - the disagreement still stands.

I don't know to what extent we can clean that up in the next couple of days but I would suggest that will help people reading the report.

If that's okay, I will - I don't have any meetings tomorrow morning for the only day of the week so I will work tonight and get the recommendations turned around before I go to sleep so you will have them tomorrow barring a major catastrophe on my part.

And I would ask anyone who has an interest in going through the documents as Marika turns them around, and if there is anything really pressing then let's get it back quickly because we're not likely to be given an extension.

Man: I'll give it a shot Alan.

Alan Greenberg: Okay. And this is our last call prior to publication unless we want another meeting. What is the feeling of the group? Do we feel comfortable enough we can finish this on email and won't have any show stoppers that will suddenly be added at the last moment?

I think if there are any show stoppers then we simply reflect them in the comments - the comment column that I was talking about and let it be at that.

I don't think we want to go back from publication at this point. We're too close.

All right. We have general agreement and a couple of comments saying - Marika, are you back? You are back.

Marika Konings: Yes I'm back. Sorry, my one and a half hour...

Alan Greenberg: And Paul says what about future (Pednar) meetings? You people want more? I think we have no choice once we get comments back.

Marika Konings: This is Marika...

Alan Greenberg: I don't think there is a need for another one until after that. Marika, did we settle on the number of days of comment period?

Marika Konings: I think at the last meeting we set 45 days.

Alan Greenberg: Okay, I recall it. Yes. Okay so Marika, anything else? You have your hand up.

Marika Konings: I just want to comment on...

Alan Greenberg: And then Paul.

Marika Konings: Yes. In relation to our next meeting and - it might be helpful to have a meeting the Tuesday before the San Francisco meeting starts so we can maybe just talk through, you know, the workshop that we're planning or the presentation we're planning of the report and I hope by that time to have some slides available and maybe we could talk about how to, you know, divide the workload or how we want to run that. So maybe we can just schedule a call for that moment.

Alan Greenberg: Okay so which week - you were talking about next week or the week after?

Woman: The 8th of March.

Marika Konings: No - 8th of March, right.

Alan Greenberg: Okay. Which is several weeks away I think. I can live with that. The week I leave but the week everyone leaves, but I think that's reasonable.

((Crosstalk))

Marika Konings: Yes, hopefully it won't need to be a long meeting.

Alan Greenberg: Do we have a (time yet) for the meeting there?

Marika Konings: No not yet. And now I think I initially said that we're looking at Wednesday but there are a lot of moving parts there. The problem is there are several GAAC board meetings that are being scheduled so we might need to move our meeting - I'm trying to find a time where we don't conflict with any GAAC board, new gTLD sessions which I presume will attract a lot of...

Alan Greenberg: Yes, we put enough time into this that I think we deserve one decent meeting spot.

Marika Konings: So I'm really doing my best and a (standard time) - I think we're looking at Monday sometime.

Alan Greenberg: Okay.

Marika Konings: But I said, you know, I don't have any site on other moving parts that might pop up, so.

Alan Greenberg: If you could reflect the bitterness in that statement, you can - you're welcome to.

Marika Konings: As soon as I know more, I'll inform people.

Alan Greenberg: All right. So we meet on the Tuesday prior to the ICANN meeting in San Francisco. I wish you all a good couple of weeks off. Thank you very much for the work you've put into this. And I look forward to seeing comments to get this out next Monday. Any other comments?

Man: Nothing.

Alan Greenberg: Thank you all. Bye-bye.

Man: Great job. Thanks Alan.

Man: Thanks Alan. Bye.

Woman: Bye.

END