

**Registration Abuse Policies Working Group
TRANSCRIPTION
Monday 28 September at 14:00 UTC**

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<http://audio.icann.org/gnso/gnso-rap-20090928.mp3>

On page:

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

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Present for the teleconference:

Greg Aaron - Registry C. - Working Group Chair

James Bladel - Godaddy Registrar C.

George Kirikos - CBUC

Mike O'Connor - CBUC

Berry Cobb - CBUC

Faisal Shah - IPC

Rod Rasmussen – individual

Robert Hutchinson

Martin Sutton – CBUC

Roland Perry - Individual

Greg Ogorek

Michael Young - Registry

ICANN Staff

Margie Milam

Marika Konings

Glen de Saint Géry - GNSO Secretariat

Gisella Gruber-White

Apologies:

Jeff Neuman - Registry constituency

Philip Corwin – CBUC

Frederik Felman

Coordinator: Excuse me. The recordings have now started.

Greg Aaron: Okay, thank you very much. As usual, why don't we begin with our roll call.

Gisella Gruber-White: Greg, would you like me to do it? It's Gisella.

Greg Aaron: Oh yes. Thank you.

Gisella Gruber-White: Good morning, good afternoon to everyone. On today's call we have Greg Aaron, Roland Perry, Mike O'Connor, Martin Sutton, George Kirikos, James Bladel, (Rob) Hutchinson, Faisel Shah, and from staff we have Marika Konings, Margie Milam and Glen DeSaintgery and myself...

Coordinator: Excuse me.

Gisella Gruber-White: ...Gisella Gruber-White.

Coordinator: Excuse me, Greg Ogorek is now joining the call.

Gisella Gruber-White: (Unintelligible) sorry. (Greg Ogorek) has just joined. And apologies we have Phil Corwin, Jeff Newman, and Frederick Felman. If I could also just remind all parties please to state their name when speaking for transcript purposes. Thank you.

Greg Aaron: Thank you for that. This is Greg. On our agenda for today we have a 90 minute meeting. We're going to run through Cybersquading, uniformity in contracts, assuming Barry Cobb can join us. I'm hoping so. We'll then move on to spam, phishing, and malware, and then we'll talk at the end of the meeting about our meeting schedule for the next couple of months, including at Seoul.

Does anyone have any additional items that should be on the agenda? Okay. Hearing none, why don't we pick up our discussion of the Cybersquading conversation we had in the last meeting two weeks ago, in which we kind of discussed a reformulation of how to proceed on this topic. And if I could, I'd like to turn that over to James.

James Bladel: Hi Greg. I was afraid you would do that.

Greg Aaron: Sorry.

James Bladel: Looks like Marika has her hand up. I'll let her speak first before I offer up apologies. Go ahead, Marika.

Marika Konings: Yes this is Marika. I just wanted to point out that the email that (opt) in Adobe Connect is an email that George circulated I think just following our last meeting, and I think trying to, you know, get some discussion going on the (list) on this issue as we discussed in the last meeting.

But I didn't see any feedback or responses to this, and actually wanted to ask George if anyone maybe responded directly to you or whether there was really just complete silence in the last two weeks on that issue.

George Kirikos: George here. Sadly it was the latter -- complete silence.

Greg Aaron: Okay. And I also see that Rod Rasmussen has joined the call. Well my recollection from two weeks ago - and my recollection is a little fuzzy and I started listening to the mp3 to go back through it. I'm sorry I was in Germany with lousy connectivity.

But one of the things we discussed was how the definition of Cybersquading was - needed work because some people were not comfortable taking it further field than the definition provided in the UDRP. There was also some discussion of whether we were really talking about making suggestions for changes or refinements to UDRP.

So, you know, James, what's the high level overview from, you know, coming out of last week's meeting?

James Bladel: You know, I think last weeks meeting - I'm, sorry this is James speaking. Last week's meeting I thought was - I was very encouraged by the discussion after I think a couple of weeks of this issue being somewhat of a non-starter within the breakout groups. There seemed to be a lot of interest on the call in reformulating that perhaps with some new membership.

And that's - from my perspective Greg that's where it stands today. There hasn't been a lot of movement on that besides the post that George has made.

Greg Aaron: Okay. And George's post talks about ACPA. So this is further definitional work, George?

George Kirikos: Right. Because what happened was that - George here. What happened was that people added terms to the UDRP in the draft definition, which tilt the balance towards people that are complaining. But they didn't include language that counterbalances that, which was already in the ACPA.

So I drew attention to that language in my email, and, you know, also, you know, other counterbalancing arguments in the - are limited to four points below, that people that are registrants would want protection from - if people were going to start redrafting the UDRP.

Greg Aaron: Thank you. By the way I see that Michael Young has joined and James has his hand raised.

James Bladel: Yes, thanks Greg. And George thanks for bringing that together. I had just a couple of quick questions and one is, you know, directed at George. Do you feel that the definition or the language of the ACPA was - can be balanced with other language that was not selected from the ACPA? Is that a synopsis of what you're saying?

George Kirikos: George here. Yes, like that section -- 1125D1Bii -- said in particular (bad faith intends to) described under subparagraph A shall not be found in any case, you know, which the court determines that the person believed and had reasonable grounds to believe that the use of a domain name was a fair use or otherwise lawful. That's a big, you know...

James Bladel: Yes.

George Kirikos: ...statement that allows registrants to counter the bad faith arguments.

And basically what happened with - in the draft that whole bunch of, you know, additions were made to what constitutes bad faith, but this counterbalancing point, you know, the reasonable belief and so on, wasn't added.

James Bladel: Okay. And then the second part was just kind of the thought to Greg. I mean I think that, you know, so I'm a little confused. You know, sometimes this topic generates a lot of traffic in the calls on the list and then sometimes, you know, it's just too, you know, we ask questions and it's (crooked).

So one thought (we) might be to essentially put out a last call for a definition, and George and I can work on that. You know, I'm available actually this afternoon, and anyone who wants to join. And then, you know, just really driving towards putting it to bed, putting out a last call for that and then moving forward with the qualifier that if the definition in the UDRP needs to be revisited, that that could be follow-on recommendation out of this group.

It doesn't have to be done, you know, on the table by this (tense) breakout group. And I think that that might save a lot of the quagmires that we continuously wade in on this topic. But just an opinion or thought or recommendation at this point.

Greg Aaron: Okay. So James has asked for basically a last call. Any thoughts or problems with that? I think we should move ahead on it. My suggestion James would be to have a last call that lasts about ten days so people can put notes up on the list. And we close the deadline before the next call so we could move ahead then. That sound okay?

James Bladel: Yes, that gives myself and George and anyone else who's interested a couple of days to put together the language of that last call definition and then (unintelligible).

I think we need to make it clear however that if we want to start to - peeling back layers of the UDRP definition that that's - can probably be bundled up into a recommendation as opposed to doing that within this group. So it'd be a recommendation for future groups.

Greg Aaron: Correct, correct. I see (Mikey)'s hand?

Mike O'Connor: Hi, gang, this is (Mikey). I can't really remember where we were at at the end of the last call either, by my recollection was sort of that folks were leaning towards just sticking with the UDRP. That - is that what we're asking a last call on?

James Bladel: (Mikey) this is James and I see George has already had his hand up, but I'll just check in and say yes, that's kind of what we're driving for. I'll let George to build on that.

George Kirikos: George here. Yes. That's what my hope would be because they spent, you know, they were - there was a very large group that formed the UDRP ten years ago, and if we're going to reform it, I don't know that's the - we should be focusing on. We should focusing on all the different kinds of abuses. And if we're going to spend, you know, months redoing the UDRP, (secret) I think, you know, people would want to know - (they should left to) future work.

Greg Aaron: And this is Greg. And where I was, was a lot of these definitional issues bring up the question should - does the UDRP need revisiting or tweaking, because it is, as a lot of people have noted, it's been around for a while.

So for me it was not so much should we try to come up with new definitions as - the discussion of the definitions points up to fact that there's been a lot of evolution of need and thinking over the years. And I recommend - simply my recommendation would be that, you know, maybe UDRP needs some work in at least a few different areas, and that could lead to a recommendation that the GNSO look at that. That's where I was.

James Bladel: Right, right. And I think that, you know, if the UDRP is set to be materially reformed -- sorry this is James -- that that question needs to go to council and they could discuss it as well. We shouldn't be backed into that type of an operation.

Mike O'Connor: Yes this is (Mikey) again. I, you know, I think the slippery slope is from definition to recommending reform. And, you know, to put it bluntly, I think that part of the reason we got into this quagmire is partly because Rodenbaugh sort of dramatically expanded the definitions with his first draft, and a lot of us had been sort of fighting that one back into the bottle. We might just want to fight it back into the bottle and leave it at that.

Greg Aaron: Well this is Greg. If people want to - if you want to propose that the UDRP be looked at by the council, then there need to be good reasons for that. There could be reasons behind the recommendation, right? So I - if there are good reasons, I'd love to have them enumerated.

Mike O'Connor: Yes, I just don't know that that's in our scope.

Greg Aaron: I think it might be - I think it's in - I think it's probably in scope.

Mike O'Connor: Well I'm happy to pursue it. I just - I want to make sure that we're not sort of begging trouble here (I'm saying).

Greg Aaron: Yes and I'm just saying if, you know, somebody thinks the UDRP is worth being looked at by the council, we need to have an enumeration of the reasons why it is currently insufficient or needs some tweaking, that's all.

James Bladel: And Greg this is James. You know, what I said that essentially is that we should be looking to tap all UDP reform as a - as an afterthought to an existing PDP. If - what I meant was getting in front of the council, meaning that it should go through the formal PDP process on, you know, in its own right.

((Crosstalk))

Greg Aaron: Yes...

((Crosstalk))

James Bladel: Okay. I'm sorry, I...

((Crosstalk))

James Bladel: ...wanted to make sure that...

Greg Aaron: Exactly, because our...

James Bladel: Yes.

Greg Aaron: ...group is here to recommend PDPs where we think that they would be called for. So...

James Bladel: Right.

((Crosstalk))

James Bladel: And I'm not advocating UDP reform in one way or another at this point. I just think that, you know, if that is going to be one of the recommendations, it should go through that whole vetting process with an issues report and its initial (unintelligible), yes.

Greg Aaron: Exactly. Okay. All right so we're all agreed on that. One of the things we'll do then is we'll put out this last call for a definition and get that wrapped up. I'm also going to put out a separate note to the group based upon this conversation and say, you know, if you're interested in UDRP, state the reasons why you think it would meet that, you know, a look by the council.

And if they're good reasons then we can discuss those. And if nobody comes forward with any good reasons, then we say we examined it and we move on. So does that sound okay?

Man: Yes.

Mike O'Connor: Yes. That's (Mikey) that's okay with me.

Greg Aaron: All right, good. So James, anything else we need to address today on the Cybersquading issue?

James Bladel: No, I think George if you and I can connect after this - you know, I'd prefer today, but if that doesn't fit your schedule then we can coordinate on email.

George Kirikos: George here. Sure that's fine.

James Bladel: Okay.

Greg Aaron: Okay. Alright, thanks guys. So we'll leave Cybersquading. Second is uniformity in contracts. And we got a document posted up by Barry Cobb, but Barry is not with us right now. We do have some other members of the subgroup on the call, though, specifically (Mikey) O'Connor.

((Crosstalk))

Mike O'Connor: Yes, and James.

Greg Aaron: Yes. Rodenbaugh and Newman are not with us today. Newman I think sent his regrets. All right, so if you haven't seen it already, this document was also posted up to the working group list with a couple of attachments. And let me have a - let me see a show of hands of the people who have taken a look at that document. Yes, (Mikey), myself, James, George. Anybody else? Okay.

All right, (Mikey) and James, would you be able to ell the group about this document and walk us through it? I wish Barry was here, but I hate to lose the - another two weeks. So would you mind walking us through it?

Mike O'Connor: Sure. This is (Mikey), I'll do this one. James is doing triple duty otherwise. So the one that's on the screen now is a great document to just walk through. I assume that we each have the ability to move through it on our own?

George Kirikos: George here. You can drag the right tab...

Mike O'Connor: Yes. So I'm going to sort of take you through page by page and count on the rest of you to move the documents as you go. This is Barry's work. I mean I think James would agree with me that Barry did all the work on this, and we just cheered him on. So this document, which just blew me away when he produced it. It's something that we feel very comfortable with, but all credit has to go to Barry for producing it.

The first page is charter that we were given. And I think it's the sense of the group that we're not done, but we are at a point where we wanted to come back to the larger group and give you an update on what we found and get your reactions on where we should go next. But basically he's highlighted the charter there. I won't read through it; it's just there for you to refer back to.

The next page, the research page, is a description of what we did. And again I'm using the term we loosely; Barry did all the work here and he's describing really three things. The first was that he - I think for personal reasons partly to bring himself up to speed, was interested in doing this research for all kinds of reasons, including R. And so he went ahead and pulled a group of basically publicly available documents on mostly registrar websites, although I think he did - also looked at some registry websites.

And his goal there and our goal there was to sort of take a snapshot of where we are at today, because normally the answer to the question is there uniformity in contracts before we go on to the next chunk of work, which is if there is not uniformity contracts, what should we do about it? And so just to sort of setting up that research that he did.

The next page is really kind of a guide on how to read these charts that are in the Excel spreadsheet that he sent. And this bird's eye view of one of the pages of the chart is a pretty good representation of a conclusion that we came to, which is there is not uniformity amongst contracts, but there are some patterns to be noted, and just staying at this top level.

If you look in the upper left corner, what you see is that the green - the dark green indicates that Barry found language relating to an issue which ran down the left side. The left side of the spreadsheet is basically the issues that we are working on in this subgroup, and then the columns across the top are registrars that he looked at.

And we scrubbed the identifies of those registrars pretty aggressively. We really don't want this to become a registrar comparison or anything like that. We are really interested in the answer to our narrowly-defined questions.

Is there uniformity of contracts or not? And so, requests to reveal the names of the registrars behind the labels will be greeted with some grouchiness by the subcommittee, because we're pretty agreed that we did not want to identify specific registrars. But what you start to see is the pattern...

Rod Rasmussen: Quick question on that, (Mikey).

Mike O'Connor: Yes, go ahead.

Rod Rasmussen: Sorry to interrupt. I'm not on the - I'm - can't raise my hand; I'm not on the line. Would it be possible to get everything some classifications for those as in US based, .usbased, or large versus small or retail versus commercial without naming names, not getting so specific that you know who they are. But in other words to give an idea of who's got what kind of contracts for what kind of customer base.

Mike O'Connor: Yes. And I think -- although I have to look at the last version of the spreadsheet -- I think some of those classifications are in the spreadsheet. And so I - what I would commend everybody to do is really dig into the spreadsheet rather than this summary.

Greg Aaron: Okay thanks.

Mike O'Connor: I think you'll find some of the classifications you rattled off, (Rob) - or Rod, but not all of them. And we may want to have a conversation about whether to expand that and also give the subgroup and opportunity to explain why some of the classifications were dropped. We really didn't want to get to a point where by having enough classifications in there, you could figure out which registrar we were talking about.

So we had a pretty deep conversation about that. And I don't think that we're opposed to classifications. We - but we are pretty opposed to the idea of being able to (suss) out a specific registrar (in this).

Greg Aaron: Okay. This is Greg. I have a question (Mikey).

Mike O'Connor: Yes, go ahead.

Greg Aaron: In the left hand column there are Tier 1 and Tier 2.

Mike O'Connor: Yes.

((Crosstalk))

Mike O'Connor: Yes, let me explain that a little bit. We - we, I keep saying we. I should just say Barry. Wherever I say we just say - mentally say Barry in your mind. Barry looked at registrars by size. He basically looked at them by number of domains under registration by that registrar I think. James correct me if I'm wrong on that.

James Bladel: No, I think that's correct. And I'm trying to find the source that he used, and I think it was appointment registrar staff, but it was like web hosts information or something like that.

Mike O'Connor: Yes. And I think he might have that embedded in this document. If not, we can certainly find it. Anyway, it's one of the publicly available websites where you can look up registrars by the number of names they have under registration. And then - and so he started with the top tier. I think he started with the top 20 or the top 10 -- I can't remember -- by number of registrations.

And then as the conversation progress, we said, "Hm, be interesting to know whether there's a pattern by size. And so we went to Tier 3, which was the

bottom of the list, in terms of number of names, and I think we trimmed off the bottom of the list to eliminate essentially captive registrars that are really registrars that don't offer names to the public.

Greg Aaron: Okay so tier is size.

Mike O'Connor: Yes, by number of...

((Crosstalk))

Greg Aaron: Okay.

Mike O'Connor: Yes.

Greg Aaron: Now like under - next to Tier 2 it says universal terms of service, but under Tier 1, the first column says the main registration agreement.

Mike O'Connor: I think what he did was he looked for the documents that addressed the issues for each registrar, and he put the name of that document in that slot. So I think it varies. I am - I got the spreadsheet in front of me, so I can't remember.

Greg Aaron: Oh I see. I see. So registrar number one has an registration...

Mike O'Connor: Yes.

Greg Aaron: ...with the registrants.

Mike O'Connor: Yes.

Greg Aaron: Registrar number 2 has a registration agreement. So that's what they called it. I understand now.

Mike O'Connor: Yes, and some of them called them something else, and so what every - wherever he found the bulk of the language, he would put that up as their primary document. And then if they had another document that addressed some of the other issues, he would put in that secondary role, because one of the things that we ran into was that the structure of these documents is different.

Some of the registrars have everything in one document, and some have it in several, and we didn't want to short change a registrar that was just covering it in more documents. So that's the reason for the - basically the two row structure.

So the first two rows or first two chunks of the spreadsheet are really primary document and secondary document. And you have to read them all together to see the coverage of the issues for that particular registrar. And the conclusion you can draw - oh now wait a minute. There's another chunk to this. If you look at the legend down below, that gives us a clue.

The dark green was basically a thumbs up. The agreement met the category requirements. The lighter green meant that the issue was addressed but was in a separate agreement or a different agreement. The yellow meant he couldn't find it.

And I can't - James do you remember what the Tier 2 or 3 document not found meant? I think that meant that they only had one document or he only found one document for that particular registrar, and - but I can't quite remember.

James Bladel: I think I'm struggling with that as well. It's probably one of those points where it'd be great to have...

Mike O'Connor: Yes, we'll leave that one for Barry.

James Bladel: ...Barry on the call, but I think it was that either the secondary agreement was not found or he couldn't find anything applicable for that category in any secondary or third level agreement.

Mike O'Connor: Yes.

Greg Aaron: Okay.

Mike O'Connor: I think that's right.

Greg Aaron: Okay. This is Greg. I have a couple of questions for the subgroup if I may.

Mike O'Connor: Go ahead.

Greg Aaron: Well one thing that I would expect every registrar to have somehow or somewhere are the requirements that they're required to pass on to their registrants through their ICANN contracts and obligations. For example - and there are no - necessarily a lot of those.

But one of them for example is every registrar is supposed to have its registrants held to the UDRP; it's a requirement.

Mike O'Connor: Right.

Greg Aaron: Now - so in the first row actually of the spreadsheet, we see that - we see five registrars who have blanks, which means that Barry was not able to find a place where the registrar mentioned UDRP or binds its registrant to the UDRP, which is really surprising, because...

Mike O'Connor: Well...

Greg Aaron: ...the registrar is required to do it.

Mike O'Connor: Yes. I mean we found some of this surprising as well, and we had pretty lively discussion about this. And we sent Barry back to the well a couple of times. He came back saying, "I can't find it." So I mean you're right that we had several very similar conversations in the subgroup, and that was part of the reason we were pretty perky about the product that he's got here. This is the result of him being sent back several times.

Greg Aaron: Yes.

Mike O'Connor: And he very willingly did it to look for exactly...

Greg Aaron: I mean I'm amazed that there would be registrars who don't explicitly or implicitly bind registrants to the UDRP.

James Bladel: Greg this is James. That's a good point, and my thinking there is that before we, you know, hand these folks over to compliance or something like that, we need to make sure that it's not using some other type of language that - from a legal context does exactly that but maybe is not conspicuous within the registration agreement. So it may not refer to it...

Greg Aaron: I agree. And that's why I used the word implicitly, which...

James Bladel: Yes.

Greg Aaron: ...because a lot of registrars will have general language - I mean - that does the job somehow. For example some registrars say things like - I've seen contracts that say, you know, "You're bound to all ICANN obligations" or something like that, which would take in a number of things. Or another registrar will say, "You know, you should not use your domain name for illegal purposes."

And there's some squishiness in there, but that would cover things like, you know, don't use your domain name to perpetrate phishing or, you know, other

bad things. So on one hand, I understand why we don't want to have the registrar's names on here. On the other hand, I think they have a question of verification because as you say James, there might be - it might actually be covered, but our - but we've missed it for one reason or another.

Mike O'Connor: And this gets us back to one of the conversations we had in the subgroup, which was what's the purpose of this research? Because this research you can go very, very deep in lots of different directions. And what we sort of did is we limited our own scope and said, "Hang on. We're not really doing this to identify enforcement issues or anything like that. What we're really trying to do is answer the musical question -- is there uniformity of contracts?"

And where we got was we're pretty comfortable coming back to the group saying, "No. There is not." If nothing else for the very reason that you just described Greg, which is that some contracts accomplish the mission one way, and other contracts accomplish it a different way. And thus they're not uniform. And so we sort of stopped at that point and said, "Okay that's good enough to take care of answering the question that we posed to ourselves."

Now falling out of this, there are a bunch of questions like the one you raised, which is, you know, is it covered in language that Barry didn't see or pick up or whatever. But we got to the point of saying, "Doesn't really matter." In terms of the underlying question, which is, is there uniformity of contracts, the answer is no. There is not.

Greg Aaron: Okay. So that...

((Crosstalk))

Greg Aaron: ...not a surprise. And that's not - I'm sorry, go ahead, James.

James Bladel: I see that Barry has joined the call.

Mike O'Connor: Oh Barry's here.

Greg Aaron: Ah Barry.

Barry Cobb: Yes, my apologies.

Mike O'Connor: I'm limping along. It is so nice to have you on the call Barry. We're going through your stuff and I'm...

Greg Aaron: Barry, we're going...

((Crosstalk))

Mike O'Connor: ...(messing stuff up) like crazy.

Greg Aaron: Oh (Mikey). Barry is - glad to have you. (Mikey) and James have been walking us through the spreadsheet.

Mike O'Connor: Basically your presentation about the spreadsheet.

Greg Aaron: Yes. And basically explaining what it means. And where we are is we've - they explained how to interpret the main spreadsheet with the columns for each registrar. And (Mikey) just said basically where we - where the group has landed is it's comfortable saying, "No there's no uniformity in contracts." And that doesn't seem like a surprising statement -- my - speaking for myself.

But (Mikey), it sounds like you're also touching on a next question which is, well what does it mean.

Mike O'Connor: Right.

Greg Aaron: So I think that's where we are Barry.

Mike O'Connor: And Barry if you want, why don't you ride along for like one or two more slides, and then once you've kind of gotten into the flow of the conversation I'll throw the ball to you so that you're not just sitting here...

Barry Cobb: Okay yes that's fine.

Mike O'Connor: ...adrift.

Barry Cobb: Personally I - this is Barry. (Mikey) and James are more the brains of the operation. I was the muscle, so...

((Crosstalk))

Barry Cobb: ...glad to answer any questions that we have.

Mike O'Connor: You know, this may go down as the subgroup that self-congratulates its fellow members the most.

James Bladel: I just want to put into the record and into the transcript that is - I'm vehemently opposed to that characterization.

Mike O'Connor: Yes.

((Crosstalk))

James Bladel: No offense on (Mikey).

Mike O'Connor: I'm with James on that. Barry did the heavy lifting and he was the brains of the (unintelligible). Anyway, so let's move on to the next slide, which is the sample selection slide, which gets you a little bit deeper into some of the questions that came up earlier.

And I'm going to sort of skip through this a little bit, because we sort of talked about this earlier on. But again, we can certainly circle back to this. And then get into the next page, which is agreement categories, which describes the mapping between contract and our - well no actually Barry I'm going to let you - at this point I'm going to hand the ball to you, because...

Barry Cobb: Okay. Yes thank you. I've got it. Okay so in conducting the research or starting to wade through the various registrar/registrar contracts or agreements, what was consistent was that each agreement, details are brought out, formalized sections within every agreement. And so as an example there was always or predominantly a section around free (unintelligible) free - a section around fees.

And within those fees it would outline how much - sometimes they would outline how much of a particular regulation costs or sometimes there would be fees in there to recover an expired domain name, et cetera. It varied but the point here is that there were always specific formalized sections within each contract.

And so the idea was here was to basically conduct an inventory of each one of those sections. And after going through about seven or eight contracts, there was a, you know, a kind of all of these different buckets started to flush themselves out. So everybody seemed to have a UDRP section, everybody seemed everyone have agency, everybody seemed to have reach or infancy et cetera, et cetera.

So there's two main sections. There's the RAP category section, and then there's the other categories. The only reason I listed the other categories here is I wanted people to be aware that we basically inventoried every section of the contract. And then what you see in the end results within the PDF and the matrix, we only included those sections relative to our topic of discussion for registration abuse policies.

So the RAP categories - typically they flushed out into these buckets. There was a UDRP, there some sort of termination of service (unintelligible) or restriction of service/takedown. There was a section in there typically about transfer of dispute resolution policy, contact information, how to update your (unintelligible) and maintain it accurately et cetera.

There was a conduct and use section. This one, if you studied the chart well, very few - or it was a mix. Some registrars would have a conduct in use as a section in their contract. Other registrars chose to have a conduct in use separate agreement, and then the other three as spam renewals and expiration.

So the idea here is that again we walked away with - I wanted to make sure that we kind of covered every section to make sure that we were trying to find any possible registration abuse type provisions to pull out of it. And that's the takeaway here. So that's how the buckets basically got defined. Any questions about agreement categories?

Mike O'Connor: Barry this is (Mikey). One of the questions that Greg raised just before you got on the call was the surprise he had over the notations that some registrars client have a UDRP green box in the summary chart. And I sort of limped through that, but if you could circle back around to that one question, I think Greg was really interested in it.

My conclusion from that was that we didn't want to dive totally deep into that. We were mostly interested in whether there's uniformity. And so the fact that that might have been covered by a slightly different language didn't bother us as much. But I think that was (hitting) over something that you've got a better answer on.

Barry Cobb: Okay I'll do my version of it. So in my findings across these 22 registrars, 17% of them seem to have UDRP sections formally defined in there. The

other 28%, which is really 1, 2, 3, 4, 5 of the 22 registrars, I cannot find a formalized section with UDRP.

Now that's - so the caveat here is that these five registrars chose to not construct their contracts like the others in relative terms of UDRP. And that would not say that if they had a general introduction section or a general section, that there might be one or two sentences in that agreement that spells out their UDP, but I'm fairly confident that they didn't.

So again, you know, these five that didn't have UDRP, I specifically remember just having gone through them that they didn't have UDRP sections in there. And I thought that that was pretty interesting, because it, you know, it is a formalized requirement that I believe registrars have to adhere to.

Greg Aaron: This is Greg. So in those five contracts, is the term UDRP mentioned at all?

Barry Cobb: Some time - not that I could find. You know, some of these contracts, like R - I'm really - I haven't zoomed in. R21 -- I mean R21 only met - they had a very - I'm going to use Barry's term here, but I would say a very disappointing version of an agreement that only satisfied two components.

If you looked at the overall - like all the other categories, (think) that one probably didn't even have five others formalized sections. And for whatever reason, they determined or kind of leaned towards their terms of use agreement, but that one in and of itself didn't have very much as well.

So again, for R21, I didn't find anything UDRP. And because I know it - because it was so small it was - it's - it was - I'm wonder why they even bothered posting it up, because it seems like it doesn't hit any kind of close to the baseline like any of the others did.

Greg Aaron: Okay. So in the case of R21 are the - is this registrar's registrants down to the UDRP?

Barry Cobb: They were - they are considered - they were originally my pool of registrars first started by the webhosting.info list. That's where I pulled them, and then I cross referenced that against the accredited registrar's list from ICANN. And if they were on the accredited registrar's list they made it in this pool.

((Crosstalk))

Greg Aaron: Okay so my question is if I'm a registrant of registrar R21, has this registrar bound me to the UDRP? Is there something in the agreements that I'm signing as a registrant that binds me to the UDRP? I don't care whether it's a formal section, you know, called out in the contract, but is UDRP covered or not?

Barry Cobb: By my inventory I would say no, but it's - if we want to go, so you know, and this is what I tried to put into one of the other slides about what we put together so far is I haven't gone line item by line item through every contract. So again, we were inventorying the primary sections first to see if they satisfied, and then specifically as it related to RAP working group abuse types down there, there I would perform key word searches on the types of abuses that we had identified as a working group.

Greg Aaron: Okay.

Barry Cobb: So...

Greg Aaron: The reason why I'm drilling into this a bit is because at some point the matrix will get published and folks will pull it up and look at it. And if there's a blank, we - well we have to be very clear about the methodology and what the coding means, because it could be easily opened to misinterpretation.

Because if somebody looks at the column for R21 they'll say, "This registrar has not bound its registrants to UDRP." They're in violation of their ICANN contract in other words. Now if that's true - I mean that, you know, that's - that is a very interesting finding.

But it - if the registrar has bound its registrants to the UDRP, we have to be able to explain why they have a blank and just - and make people understand what the coding means is all. This is partially a question I think about how the research material will be interpreted by folks out there.

Because as we know, a lot of stuff that's - gets published through ICANN gets a rather cursory look and people don't sometimes absorb it. And we have to be very clear in our terms. I don't want it to be misinterpreted and come for any criticism that's not warranted. That's one of my concerns, because you guys worked hard on it

Mike O'Connor: This is (Mikey). Let me dive in here for just a second. We covered this ground in the working group in the subgroup, and that's part of the reason why this document was so slow in being published to the broader group, because now it's out on a Google available publicly accessible list.

And I think any help in refining this message to clarify that notion that I talked about before, that we stopped when we got to the point where we could support the conclusion no there is not uniformity of contracts, rather than getting to the actual contract review -- the level of detail that you're describing. And so...

Greg Aaron: Right.

Mike O'Connor: ...we were very concerned that this would be explosive. That's part of the reason we expunged the names of the registrars.

Greg Aaron: Oh.

Mike O'Connor: But I, you know, it's also the reason for this PowerPoint - this presentation was to do that. And so as we go through this conversation, as folks spot ways that we can make this clearer and avoid that exact problem that Greg is describing, we're all ears, because we share that concern.

Greg Aaron: One of the things -- this is Greg again --- one of the things you've pointed out is this was taken to the point it was for a certain purpose. So stating that purpose up front helps - will help folks out there understand what it's for. The purpose was to understand if there was any uniformity. And that's as far as it goes.

Now my next question though is now that we've answered the question is the uniformity or not, next question is what does it mean and how much further might we - we might have to take this.

I mean the charter of our group says, you know, we need to look at whether there's uniformity, business unit the question of what it means comes down to a few sentences I think in the charter, which is we need to understand if registration abuses might be curtailed or better addressed if there was consistency. That's the next question.

Mike O'Connor: That's right. This is (Mikey) again. And I think that where - if the subgroup is at is we're in the middle of that process. We've gotten to the point where we can answer the question is there uniformity or not, but we have not had the discussion so what?

We wanted to come back to the main group and give you a checkpoint on where we're at and what we've discovered so far, because one outcome could have been, "Oh there is uniformity. We're done. This is a non-issue." And we wanted to get to that sort of decision first.

And I think that what we've got here in this presentation is the answer, "No there isn't uniformity, but we have more work to do when it comes to the so what part."

Greg Aaron: Excellent. Okay. I see efficient Margie's hand raised.

Margie Milam: Yes, actually my comment related to the prior statements that it looked like some registrars may not have had the UDRP language in their contract. And I just wanted to provide a different perspective, because a lot of registrars have - there's different models in the marketplace, and some registrars have written contracts, some registrars might through their software require agreement to terms that may not necessarily be posted on their website.

So in the ICANN contract there's no requirement that the contracts be, you know, posted on the websites. Registrars do it because it suits their business models. But I just - I wanted to at least alert you all to the possibility that those registrars may actually be complying but in a different way. It's just not visible to us through the text that's posted on the website.

And from the perspective of the work we have to do in this group, it's not, you know, we're not really trying to, you know, set up compliance actions for example. The, you know, really the intent of this group is to answer the question that, you know, that you've just posed that, you know, is there uniformity of contract. If there isn't, you know, do we think it's good idea?

And so even if it, you know, turns out that some, you know, registrars don't have that information up there, that doesn't necessarily affect our work, because, we just need to look at, you know, what we believe is the right answer whether there should be uniformity of contracts and, you know, and what the contracts - what portions should be uniform.

Greg Aaron: Thank you Margie. James' hand is up.

James Bladel: Yes, just real quickly. And I think Margie covered that as well. And I just wanted to just echo a lot of what Mike was - Mike and Barry have been saying also.

You know, address the questions that you're raising Greg are very important, and came up several times in the group. And I think that the others on the group will probably acknowledge that I was kind of a difficult person to work with because of them. But I think that...

Mike O'Connor: I'm not acknowledging that. That's (Mikey).

James Bladel: Okay (unintelligible). But my point is, is that one of the topics that we touched on was the idea that if we were going to go further with this particular exercise, that ancillary steps would be to possibly give registrars an opportunity to clarify what we were able to find publicly.

Now we decided that that was probably overkill for this (purpose), since we were just coming back to the main group, and reporting what our findings were with respect to uniformity. But if we were to go any further and say, "Well what does that mean," that we probably needed to - if it were, you know, give registrars an opportunity to fill in some of these blanks if it was indeed the case that they had these provisions in their contracts, and we were just weren't able to find them.

And another thought would be, you know, this group - and Barry in particular certainly went above and beyond the exercises that a - let's say a casual or a typical retail oriented registrant might do in, you know, collecting data and doing a comparison of different registration agreements. I would say most registrants were probably focused on price among other things.

But so if we assume that this group has taken a closer look at registration agreements than a competitive shopping registrar would, then we could say something to the effect of rather than saying that, you know, for example

UDRP is not specifically mentioned, we can say it's not posted in a publicly conspicuous place where a casual registrar - registrant might encounter it.

And that might be one way to avoid some of the really indicting statements that I think you were touching on Greg, which is, you know, Registrar X does not contractually bind a registrant to the UDRP, or Registrant Y has some significantly vulnerabilities in their agreements.

So, you know, if we were to establish from the benefit of the doubt that if there's a blank, you know, let's initially chalk that up to our inability to find something quickly or expediently. It may be covered somewhere else. And before we would move forward with any sort of detailed analysis, we would give registrars an opportunity to clear that up.

Mike O'Connor: This is (Mikey). I'm just going to piggyback on that. I think Margie's point is also germane here, which is maybe what we say is something like, "This information is based on - publicly posted on the website - information that's publicly posted on the website, and should not be constructed to imply anything beyond that."

You know, some sort of major foam on the runway to also point out the possibility that Margie pointed - brought up, which is it might pop up on your screen as you're, you know, as you're signing up for a domain.

And again, sort of drag us back to the point of the exercise, which was not to exhaustively understand that, but just to come to the conclusion whether or not the publicly posted agreements are uniform. And answer to that is (unintelligible) no.

Greg Aaron: I see Michael Young's hand up.

Michael Young: Hi, Greg. Thanks. I guess, you know, I'm listening to everybody here, and I know I've - I attended maybe about 40% of the calls and I apologize for that; I

previously had a conflicting meeting that has now been cleared so it shouldn't be a problem in the future.

But, you know, obviously from the discovery that's happened so far, and I think the points are very well taken, that the registrar - all we want to know about this may not simply be posted on the registrar's website and they should have every opportunity to make us aware of what's happening in an accurate way.

But, you know, I'm going to take a step back and I guess I have kind of these questions here. And that is, you know, before we go much further, you know, shouldn't we concentrate on saying exactly what's the new exercise? Because even if this is an extension to me, to my mind it's a new exercise to see if the first exercise got an answer. What's the new exercise?

What's - the next question that comes after that in my mind is what's the argument for that exercise fulfilling the mandate of the working group? I think we should have a good answer for that and be prepared in every case when we're investigating or gathering information or asking question in a formal way.

And then lastly, you know, I'm not raising these questions to be obstructionists, but rather prepared, because I think it's, you know, my own personal gut feeling is that this makes sense. But, you know, the last item here is, you know, is the right way to approach is to build a questionnaire with a number of questions that bring back information that fulfils that exercise and that mandate.

The PEDNAR group is an example -- has been building some questions for registrars around their areas of interest as well as registries, and I think that was a good exercise. And it's resulted in some, you know, a very thorough set of questions being developed for them that I think are phrased quite fairly and reasonably.

But perhaps that's where we're heading here in this group with the exercise like that.

Mike O'Connor: This is (Mikey). I want to chime in at this point again. Part of what we're working on here is that this is a pre-PDP working group rather than a PDP working group itself, whereas PEDNAR is an actually PDP I think.

And I agree with all three of the questions that you're raising, and I would caution us not to go too deep in our work on actually doing work that probably ought to be done by a PDP group. That's the position that I've been taking pretty steadily through the subcommittee's work, which is - James and I do disagree on whether we need to go back to registrars on this, because from my standpoint, this is enough to say, "Yes they're different," and that's enough for me.

And it's enough for me to then go on to the so what question and frame some possible work for a PDP recommendation rather than actually doing the research here. I'm also on the PEDNAR group, and know how much work that's been. And I'm not sure that we as a working group - a pre-working group or a pre-PDP working group need or want to go that deep.

I can be persuaded, but this is sufficient for me to say, "Okay that's enough. They're not uniform. Now let's get on to the question -- what if anything are we going to recommend for a PDP on this topic? So that's just the, you know, another point of view on this one.

James Bladel: And (Mikey) I don't think we disagree quite that much. This is James. I think that - I was saying that they should go back to registrars if we are going to present a recommendation based on this material. If we're just drawing a box around this and saying, "Now that we know about uniformity we're not going to go forward with it," then I don't think we need to do that.

Mike O'Connor: Yes. And again for the folks on the larger group James and I have been going at it on this topic the whole time. And we'll figure it out. You know, I don't feel terribly strongly about this, but, you know, the trouble with driving down into the actual registrar questionnaire and level of detail is that if I were a registrar, we'd have to frame that questionnaire very carefully so that I didn't feel like I was essentially being called on the carpets for a compliance issue.

And that's really not our intent here. We are not interested in pursuing the compliance issues, even though, you know, as Greg pointed out earlier in the conversation, it's pretty easy to slide down that slope. And I think that's what James is trying to address. So I'm fine. You know, I think the three questions you posed that triggered this reply are good ones, and I agree that that's what we ought to do.

Greg Aaron: Thank you (Mikey).

Barry Cobb: This is Barry real quick.

((Crosstalk))

Greg Aaron: I see Barry's - yes hand raised.

Barry Cobb: I'd just like to add on to that that, you know, when we first started the subteam, that was the road I was marching down of creating a questionnaire, but as we started discussing it and how the questions would need to be framed, all the same issues that's going on in a PEDNARs -- first shaping all the questions so that it doesn't offend anybody or move them into a protectionist state.

And then these second problem was, you know, how much of a response are we going to get back from this when we could probably answer this stuff to some degree with just publicly available documents.

Greg Aaron: Okay thank you. So if I can circle back, one of the questions before us that I've mentioned and Michael mentioned was what does it mean? What's the next step and how does that fit with the charter? So - and the charter says we need to understand if registration abuses are occurring that might be curtailed or better addressed if there was consistency.

Barry Cobb: That's great.

Greg Aaron: Yes.

James Bladel: I'm sorry this is James and I'm sorry to interrupt. But I just wanted to mention that we are kind of now getting into the latter slides of the particular presentation where we've captured I think a lot of those types of questions. So I just wanted to point that out, that those are reported back as well in Barry's work.

Greg Aaron: Okay. Let's take a look at those slides then.

Barry Cobb: Okay, yes. So we're done with the agreement categories. The next one is just go over review of the work and come up with your own conclusions. Next slide is the options slide. Basically there's kind of four possible options from this point or paths for us to go down.

The first is conclude that we need more research. Should we go into the details of every sentence of every agreement? Do we need to jump over and review the registry/registrar agreements and other publicly available stuff and/or create an actual questionnaire that we engage specific registrars with and give them the opportunity to fill in the blanks?

Option 2 remain in a status quo and change nothing. I get the sense that we probably won't go down that path. Third is develop some abuse standards or best practices with voluntary adoption. It came - if it was flushed out of our discussion that this particular option has never really been done before, it

was either a PDP or a change in the RAA that would - that has been done in the past. So that might be new territory.

Well then the fourth is just to recommend increased uniformity and contracts with respect to abuse. And something that both (Mikey) and James agreed on wholeheartedly is that, you know, there's some sort of minimum baseline or minimum standard in which to adhere to. So that's kind of it for options. Any questions about that for the next slide? Okay I'll go ahead and just run through these pretty quickly. They're - it'll take just two more minutes.

So, you know, what are the questions to the larger group is, you know, what are the advantages and disadvantages of uniformity to all parties involved? You know, what does it mean to registrants, what does it mean to registrars, what does it mean to the abusers and the bad actors out there?

You know, then we have questions around what does it mean from a jurisdiction perspective if we apply uniformity, what market conditions could be affected or chanted out there if we went forward with more uniformity? What are the side effects and possible consequences? If uniformity is the desired state, you know, how will these changes be monitored and enforced? And then what impacts to liability and changes to indemnification can occur with ICANN upholding abuse provisions?

And so the subteam has some thoughts about these questions, but we felt we needed to again kind of check in with the larger work group and kind of reset our direction before we moved on with trying to really answer them. Last slide is just some of our general conclusions.

We do believe that increased consistency would create a level playing field - or help increase a more level playing field amongst registrars that if the policies are consistent, then it puts the onus on ICANN to enforce it, that the lowest common denominator or minimum standard approach with abuse provisions is best of breed out of our options.

And lastly, just a better understanding of cost projections for implementation, and, you know, since this is a pre-PDP, you know, depending on how far we need to go down that road. So with that, that's basically what's next and we're doing the what's next. And that's discuss it with the larger team and then determine next steps. Thank you.

Greg Aaron: Okay. Thank you Barry. Well we've got a set of questions. Should we go through - from our subteam, should we go through those in order?

((Crosstalk))

Greg Aaron: ...some structure? So in that slide, the first question was what are the advantages and disadvantages of uniformity to registrars, abusers, registries, criminals, registrants? Okay.

James Bladel: And Greg this is James.

Greg Aaron: Yes.

James Bladel: Hi. So I added - I asked to add the kind of turn the mirror around. I asked Barry to add abusers, bad actors, and criminals onto this. I think that there maybe an assumption that if all registrars had - were in lock step with respect to their contracts, that that would be a bad or an unwelcome development for criminals and abusers. And I'm not sure that that's entirely the case and I think that that question deserves some further scrutiny.

You know, one of the possible vulnerabilities - and we use the analogy that a virus or a parasite always likes to, you know, see a uniform - or lack of diversity in some sort of an agricultural setting so that if you can attack one variety of corn or soybeans you can attack them all.

So I think that it, you know, it's worth considering what uniformity would mean to the folks that are actually trying to undermine the security activities of registries and registrars and make sure that we're not just assuming that uniformity is going to make them - make their job harder or make them go away.

Greg Aaron: Okay. Any other thoughts on that?

Mike O'Connor: This is (Mikey). I think that one approach could be for you the larger group to send us the subgroup back to work. And we could probably develop a first cut set of answers to this.

I think that one of the reasons we put these questions to you was not necessarily to try and answer them on this kind of a call, but rather to make sure that these are the right questions that you'd like us to take a crack at in the next iteration of what we're working on rather than trying to - it's an awkward thing.

Partly, you know, these are new questions for folks, and we'd love to have people think about them and contribute ideas, but also we haven't started really digging into these ourselves yet. And so just sort of a process note. You may want to just send us back to work on these (a bit for you).

Greg Aaron: This is Greg. One of the things we could do is - these questions I think are very good ones. There might be some other (ones), but I personally think these are pretty focused. These are good questions.

They would need to be answered I think in our initial report. So one of my suggestions would be to put these questions up on the subgroup's wiki where they could be fleshed out through whatever means we decide how to do that. If that's the subgroup starting to write up some material that would be one option.

But I think at - this is the point where we should start capturing all that in a written fashion where everyone can see it and have an opportunity to add to it.

Mike O'Connor: This is (Mikey) again. You know, I think that's a fine idea. Maybe the way to do this is to run these in parallel or hand us the job of maintaining that wiki page. That's the way George has been maintaining, you know, and others have been maintaining other wiki pages. But I think that the subgroup has been sort of purposefully holding on on having this discussion as we've learned about this, and we're likely to produce a lot of material.

Greg Aaron: Yes, I think it's time to start capturing that, because these are the core questions about whether uniformity is desirable or not or why.

Mike O'Connor: Yes.

Greg Aaron: Which - and that needs to be in the report. I mean we'll continue to discuss it in various ways, but we've got to start getting that down on paper so we can publish it at some point.

Mike O'Connor: I think that we're...

((Crosstalk))

Mike O'Connor: Sorry, Greg. Go ahead.

Greg Aaron: Oh I'm sorry. So I'm going to make that an action item to get this material into the wiki -- the questions and the draft conclusions, which can then be further shaped of course.

Mike O'Connor: This is (Mikey). I think that's - will work fine. Yes I think our plan is to continue to meet. We've been sort of meeting in the off weeks, and at some point

people are going to start running into the Seoul meeting schedule, so we'll have to stop for a while. But I think we've all got a lot of ideas about this stuff.

Greg Aaron: Thank you. So any other - we've got an action item to take away to start flushing that material out. Are there any other questions or comments on the uniformity of contracts topic for today?

Mike O'Connor: This is (Mikey). I'd like to drag us back one slide to the options slide and sort of polish off the - especially the first question, which is whether or not we need to go deeper at this stage. That influence is what we do a lot -- whether we need to develop a questionnaire, whether we need, you know, or whether this is sufficient for this PDP - for this working group, sorry. And if we could get some guidance from the larger group on that, that would help us a lot.

Greg Aaron: I'm going to raise my own hand. I see George. Why don't you go ahead, George?

George Kirikos: Yes I noticed actually there was a slide after the questions call. Do you see subteam conclusions, which actually started to answer some of the questions. Did we want to go over that slide? And there was also a what's next on that - beyond that. The last two slides -- page...

Mike O'Connor: Yes.

George Kirikos: I don't know how we skipped those. Those - it's like magic; they just appeared.

Mike O'Connor: Anyways, the - Barry do you want to do the last - those last two slides?

Barry Cobb: Yes. I - well I just went over them real briefly after we reviewed the questions to the larger groups. And so in terms of the USC subteam conclusion, again the four bullets - there was common discussion about how if there was more increased uniformity across contracts, it would enhance the playing field of

consistency or consistency to the playing field amongst registrars. That was something that we had talked about.

We talked about if the policies were consistent about - in regards to registration abuses and how they were supposed to be applied in registrar/registrant contracts, that that then puts the onus onto ICANN to actually begin to enforce more - the consistency.

The third I think agreement amongst the subteam is that if we did march down the road of trying to apply uniformity to these contracts, that the best way probably to go about it would be to create a minimum standard for everybody to adhere to, and that gives the flexibility or allows registrars to go above and beyond the minimum standard if they want. But we did feel that the minimum standard was probably best of breed for us out there and best for the marketplace.

And then lastly, you know, just a better understanding that if we did choose the uniformity aspect of this, you know, what is going to be the cost for implementation. And, you know, I don't know that that question would necessarily be - or that conclusion - I doubt that we would really get into true cost projections until we started answering some of the questions back to the, you know, to the larger group or into the marketplace in general. You know, is uniformity necessary? If it is, how much is it going to cost us to do that, et cetera?

Greg Aaron: Okay. Thank you Barry. Any comments?

George Kirikos: Yes, George here. I think ultimately the devil's going to be in what the language is in the final conclusions. But my concern is that, you know, you don't want to necessarily turn the registrars into the cops of the internet and by extension ICANN into the police of the internet.

One approach is to, you know, to make sure that the WHOIS is accurate, and people can file their, you know, civil claims in real court. But I guess look further into what actual legal language is proposed to these minimum standards, because people, you know, for example have widely different views of what spam is and who's responsible for it, and every type of view as well.

Mike O'Connor: This is (Mikey).

((Crosstalk))

Greg Aaron: Just a second. I see James' hand raised.

Mike O'Connor: Sorry go ahead.

James Bladel: Thanks Greg. This is James. And I wanted to point everyone's attention to the last question, which was essentially that, as George was saying, if we are going to, at ICANN's direction, convert registrars into the police of the internet, then of course registrars are going to expect and require pretty high degree of indemnification from ICANN if, you know, if in the conduct of those, you know, that policing activity it would turn into a - or expose a registrar to, you know, any kind of civil action.

We certainly don't want to hold ourselves out to a point where we're assuming all the liability, but ICANN gets the credit for cleaning up the bad guys. So...

Greg Aaron: Okay (Mikey)?

Mike O'Connor: Yes, this is (Mikey). I think the other thing is that there's a difference - I don't think that our charge will include writing specific language for contracts. I think that the furthest we'll get is, once we take a deeper dive into this, coming back to you with a recommendation as to whether the consistency

should be there. But the actual language formula (unintelligible) I think is probably way out -- way beyond our scope.

Greg Aaron: Yes. That would definitely - that would go through a separate process at ICANN somewhere.

Mike O'Connor: Yes, I mean that's back to the (RA) process, and we certainly aren't planning to tackle that.

Greg Aaron: Right. This is Greg. I've had my hand raised. The subteam conclusions are a draft, and of course they'd be something that the larger group would get into at some point. So I personally think there's no reason why we couldn't stick them on the wiki, but there - I imagine they're going to get a lot of - more discussion as time goes on in editing.

So no harm having them there for now as a basis for additional discussion. I - we need to move off this topic, because we're coming up at the end of the meeting. So our action item is to stick all these questions up on the wiki. The subgroup is - needs to start fleshing out some answers to those questions, which the larger group will then tackle at some point.

And the main question is understanding if registration abuses might be better addressed if there was consistency. We don't have to take it to a huge degree of specificity, because that would be possibly be work that another group that another group would do in the future -- we're a pre-PDP group -- but we do want to answer the question whether it's worth having some additional work be done. In other words if we end up with a recommendation, we have to say why we feel that way. So let's take that as an action item.

Let me draw - jump at this point to the end of the agenda, which is scheduling the next meetings. We have another meeting scheduled for October 12, which is two weeks from today. And then two weeks after that is the ICANN meeting in Seoul. And our staff members have been able to secure a spot,

which this time is not at breakfast -- early, early in the morning -- and it does not conflict with the SSAC meeting, which some folks always like to participate in.

So the slot that is on there tentatively now is for that Wednesday, October 28, 1400 local time. And we'll send that around to the group, but that's a slot that is available. It's not on Constituency Day and it doesn't conflict with many other things that might be of interest to - for abuse issues. So we're hoping that works.

((Crosstalk))

Greg Aaron: (Well churn) that out.

George Kirikos: I think Columbus Day is that day -- October 12, 2009?

Greg Aaron: Okay.

George Kirikos: I think that's a federal holiday in the United States (according)...

Greg Aaron: It's - well it's a federal holiday, but relatively few companies actually give their employees that day off.

Mike O'Connor: This is (Mikey). The 28th isn't Columbus Day.

Greg Aaron: No, it's not, the 12th. The 12th.

Mike O'Connor: I thought you said the 28th was the date of the meeting.

Greg Aaron: The 28th is the ICANN meeting in Seoul, but the next meeting would be the 12th, two weeks from today.

Mike O'Connor: Oh, oh, oh. I'm...

Greg Aaron: Now I know I have to be at work, because my company does not give us Columbus Day off. How about the other Americans?

((Crosstalk))

Man: New York's about the only place that's a real holiday, right?

Man: Yes. I've never heard of, you know, I think even the kids go to school and banks are open. So...

Greg Aaron: Yes, the banks are definitely open that day. So I think we'll be okay George on that one.

((Crosstalk))

Greg Aaron: Thank you for your Canadian concern.

George Kirikos: Italian origin often celebrated...

((Crosstalk))

George Kirikos: We have the issue today of...

Greg Aaron: So anyway, we've got the 12th, the 28th at ICANN, and then we'd have November 9, which is Monday, and then two weeks from then the 23rd. The 23rd is the Monday before American Thanksgiving, which is on that Thursday. So it's a normal day in the United States at least

If anybody - looking forward please post to the list if there are any major conflicts on November 9 and 23. Think we're already past Canadian Thanksgiving.

Also at some point we will have a time change, and that's going to happen at different points, I think in North American and Europe for example as we move to daylight savings. We'll have to look out for that as well. Anyway, we are at 90 minutes in, so it is time to wrap up.

James Bladel: Greg this is James.

Greg Aaron: Yes.

James Bladel: Real quick question. What are our intentions in terms of publicizing that uniformity comparison spreadsheet at this point? If we're still working on it, or are we going to keep that close to the vest right now, or is that something that anybody can find at this point?

Greg Aaron: Well Barry did post it up to the list, but it is certainly designated as a draft, and we're having a lot of discussion. And today's call of course is going to be publicly accessible as an mp3. I mean I personally consider it - it's a draft.

James Bladel: Okay.

Greg Aaron: And if you look further down on that list, it's got some, you know, it's got some abuse types that we haven't even gotten to yet, you know? It's still in flux. I'm not worried about people seeing it. What's going to matter in the end I think is what gets - is when this gets published as part of the initial report.

James Bladel: Okay.

((Crosstalk))

James Bladel: I just (don't want it) to have to be answerable to someone finding it and then putting it on a blog and, you know. It's very much a work in progress at...

((Crosstalk))

Greg Aaron: Oh absolutely. And I'm sure it'll get a lot more work before it gets published with the initial report. If anybody does see anything where people are taking - somebody out there is taking it as the gospel, then let us know.

So anyway, I want to thank the guys on the subgroup. This is not only a lot of work, but it's also difficult to communicate, you know, everything that it means that everything that it doesn't mean. And - but of course we all know that those things are very important to communicate.

So I really want to thank Barry and (Mikey) and James especially for walking us through that today, explaining what it means and its - what it doesn't mean and so on. So I appreciate it. I learned a lot more about it today.

And we will move on to doing some work on the wiki. We'll touch base on this next time and maybe next time we'll move on to the spam phishing malware question again as well.

So thanks for doing some work offline on the wikis and on the list, and we will reconvene in two weeks. Well thank you everyone.

END