

GNSO
Post-Expiration Domain Name Recovery (PEDNR) drafting team
25 January 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 25 January 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/gns0/gns0-pednr-20110125-en.mp3>

On page: <http://gns0.icann.org/calendar/#jan>

Present:

Alan Greenberg – ALAC – Chair
Jeff Eckhaus – RrSG
Cheryl Langdon-Orr - ALAC
Ron Wickersham – NCUC
Berry Cobb – CBUC
Mason Cole – RrSG
Tatyana Khramtsova - RrSG
Shiva Muthusamy – At-Large
James Bladel – RrSG
Michele Neylon – RrSG
Oliver Hope – RrSG
Olivier Crepin-Leblond – ALAC chair

Staff:

Marika Konings
Glen de Saint Géry
Tim Cole

Absent apologies:

Paul Diaz – RrSG
Mikey O'Connor – CBUC
Margie Milam
Ted Suzuki – IPC
Karim Attoumani – GAC

Alan Greenberg: Tim, welcome.

Coordinator: Today's conference is being recorded; if you have any objections you may disconnect at this time. You may begin.

Glen de Saint Géry: Good morning, good afternoon, good evening everyone. This is the PEDNR call on the 25th of January. And on the call we have Tatyana Khramtsova, Siva Muthusamy, Cheryl Langdon-Orr, Michele Neylon, Jeffrey Eckhaus, Ron Wickersham, Alan Greenberg, Ollie Hope, Berry Cobb, James Bladel, Mason Cole. And for staff we have Marika Konings, Tim Cole and myself, Glen de Saint Géry.

May I ask you all to say your name before you speak for transcription purposes? Thank you very much and over to you, Alan.

Alan Greenberg: Thank you very much Glen. All right we've got I'm told three more meetings after this one if we are to make our deadline of a final report in time for the publication deadline for San Francisco. I think our intention is to still try to do that.

We had originally said that we wanted all comments in by preferably last Friday although Marika was willing to take them until Sunday. We have gotten only a very few, Oliver Hope and myself. And based on a comment that Mason made earlier today I suspect there are still more changes coming.

If that is indeed the case then I would suggest we not spend time today reviewing the document just to have to go over it again. But could we take a quick poll of who plans to actually submit comments on the draft report - on the sections that are already written that is? If there are still significant ones - people who are planning to. Jeff.

Jeffrey Eckhaus: Yeah I just had a question, Alan. I mean, I really didn't have many questions on the final report but more on the recommendations. And I know those are being sent out separately so are you - when you say final report do you mean including the recommendations that...

Alan Greenberg: That's why I said on the parts of the final report that are already written. The recommendations are hopefully being written as we speak but are certainly not in that report. So...

Jeffrey Eckhaus: Okay yeah because I think that was - to me that was the main difference on that; I just wanted to be, yeah, to be clear on that. Just for myself I don't think I have much on the actual draft report but I do have some on the recommendations which I think we're going to go over today so that was my - if you wanted my input.

Alan Greenberg: Then I would suggest, Mason, you said you still have some and I suspect there may be a few others. Let's, I would suggest starting with the recommendations right now and if we have time we'll go back starting on the report but I suspect we won't and the further - the report itself until probably next week.

And so this is sort of a last drop-dead chance if people still want to review it we can take more at this point but not much after that. Marika.

Marika Konings: Yeah this is Marika. You know, not wanting to go into the (deeper) report one thing we might want to discuss to make sure is that people focus on the right part is, you know, to assess whether people should go forward or we're moving the whole background section into the annex or maybe not even include it but just refer to it, you know, by link noting that further information was included in the initial report on the background on the issue and the actual, you know, content of the issue report.

And I noted that, you know, some people had comments on some of the content there and I had suggested in the previous email it might be more appropriate to include that actually in the part on the working group deliberations so that it's more linked to what the working group discussed instead of trying to rewrite what is actually in the issue report even if, you

know, people feel that it might - was not accurate or certain things were missing but maybe it's better to capture that in that part.

Another suggestion might be because, you know, we get a lot of comments from people that reports are too long, there's too much information, another suggestion might be to move the information on the working group survey also to either an annex or just include it by reference to the initial report because that's a part as well that I think serves as a good background from where the group has come and, you know, where we've gone.

But it might not be as relevant to include it in this version of the report. So just some ideas and suggestions.

Alan Greenberg: Yeah I'll put my stake in the ground but then open it up to other people's comments. I would recommend putting as much as possible in annexes. And in some cases, and the survey is one that I haven't thought about carefully, that we might want to try to summarize what the answers are but without going into any great detail.

I would - I strongly support putting them in annexes and not just pointing to them because the strength of that is if someone downloads the annexes or the whole report if they choose to. They have everything with them and they don't suddenly find out that there's a salient part of the report that they don't have.

And, you know, an awful lot of people read things on plans if nothing else. And so I think it's useful to replicate the documents such as the issue's report but do it in an annex and following the methodology that was used in new gTLDs I'd make it a separate downloadable document.

The more we can make the basic document a short document the more people are actually likely to read it. You know, if you download a 150-page document some people won't open it up at all. So my inclination is to make

the basic document as short as possible and include anything else that we want people to be able to look at in annexes.

How do other people feel about that? One tick, two ticks, no hand clapping, no Xs. I'm assuming everyone else can live with it if we don't hear otherwise. If you have strong feelings on it please let us know on the mailing list very soon. But that's certainly the way I would like to see GNSO reports going in general.

This, you know, we've had the awkward case in recent history of the GNSO people - of GNSO approving reports and apparently not reading all of them. And I think that's not the direction we want to go in.

Ron Wickersham: Yes this is Ron Wickersham.

Alan Greenberg: Sure Ron.

Ron Wickersham: Yeah. Yeah starting last week - well I wanted to check - agreeing with making the co-report small. I think that's an excellent useful thing to do. But the issue I'm having was last week when I tried to come to the meeting they had updated the Adobe software so it wouldn't work on my regular UNIX workstation.

But because there wasn't a meeting last week I had plenty of time to mess around getting another portable machine up here which I was able to get on because it says it's the right version of Adobe.

But today I'm not joining you so I was wondering if everybody else is doing okay with Adobe? But I guess - I get Adobe Connect and a blue bar that goes across the screen and then that's all; it doesn't bring up. Is everyone else working okay with the new version of Adobe?

Alan Greenberg: We seem to have most people who are on the telephone list also on Adobe.
If...

Ron Wickersham: Okay.

Alan Greenberg: ...anyone else is having a problem speak up but I think you're the only one
who's missing although I may miss someone.

Ron Wickersham: Yeah okay sorry.

Marika Konings: This is Marika. I'll put you in touch with one of our IT people that should be
able to help or at least identify whether, you know, machine should be
compatible with Adobe or whether there's another issue. And so I'll get them
in touch with you so hopefully it can get sorted for the next call.

Ron Wickersham: Okay thank you.

Alan Greenberg: Thank you, Marika. All right Marika anything else discussed about the report
itself or should we go onto recommendations?

Marika Konings: This is Marika. Nothing further from the...

Alan Greenberg: Okay.

((Crosstalk))

Alan Greenberg: Then if you could put the recommendations up.

Marika Konings: Give me a second.

Alan Greenberg: Now with few exceptions the ones that I have formatted as recommendations
- there are still other ones to come at this point - are ones that had a good

degree of consensus; perhaps complete consensus within the telephone calls where they were discussed.

And the prime thing I did is try to reword them so that they are more formal if they weren't and to use the terminology that is used within the RAA as opposed to the terminology which we've tended to use within this working group.

And examples of that instead of domain names it's the registered name, the registrant is the registered name holder and things like that which are all defined terms within the RAA.

The order of these items is the order in which I did them. Clearly once we finish we're going to - they're going to have to be reordered so that they are cohesive and hold together.

Any general comments or thoughts before we start looking at them in specific? Jeff?

Jeffrey Eckhaus: Yes, hi Alan. I think - and this was something actually that was in the draft or the report. Do - you're saying that you believe we have consensus on these recommendations because I just don't remember like a vote being taken and a tally or that posted to the - I know - me I know I missed a call so I'm sorry if you guys took a vote on that call but I don't know if that - if that's that you mean by consensus of the group.

Alan Greenberg: If you go look at the proposal documents - and there is one which we've been using for the last number of actually months I guess or several weeks - where we've been talking about the various proposals that both James submitted and I submitted.

Each of them is flagged with the date and the outcome. So in some case there - in most cases there was consensus. Now we're not claiming that the workgroup consensus - that was consensus of the people on the call.

Jeffrey Eckhaus: Okay, yeah, because I was confused and I was...

((Crosstalk))

Jeffrey Eckhaus: ...I would very much hesitate to call it consensus because you could say - because that makes it seem like - I know that word has so many, you know, cautions around it but just to say - because then it would seem exclusionary and some other (pieces). I would say if we can just say like some other word saying - or just say of the people on the call on that date or something like that...

((Crosstalk))

Alan Greenberg: I think that is what I said in the email. I said it was consensus of the people on the call when it was discussed.

Jeffrey Eckhaus: Okay.

((Crosstalk))

Alan Greenberg: If that's not clear we'll make it clear.

Jeffrey Eckhaus: Yeah it wasn't because in the draft report it just said consensus that's why I was a little confused.

Alan Greenberg: In the draft report.

Jeffrey Eckhaus: The final report sorry.

Alan Greenberg: Well in - but that doesn't have the recommendations in it yet.

Jeffrey Eckhaus: I thought it did.

Alan Greenberg: No. There was a version that I accidentally sent on Sunday that had some recommendations but those were ones that Marika had sort of created as a starting discussion but we never looked at those at all.

Jeffrey Eckhaus: Oh you know what that's what I was looking at actually; that was the exact one.

Alan Greenberg: Yeah, no, no, that was a red herring and my apologies for sending that out.

Jeffrey Eckhaus: Oh okay that's why I was confused.

((Crosstalk))

Jeffrey Eckhaus: Thanks.

Alan Greenberg: We drafted it at one point but decided to reach consensus - reach agreement on the work group before we cast in concrete in the report and that report shouldn't have seen the light of day and I sent it by mistake.

Jeffrey Eckhaus: Okay. No that clears it up perfect. Thanks.

Alan Greenberg: Yeah, whatever will go on the report will meet the consensus rules whatever we decide. And one of the things we must decide today before we finish is are we doing a formal survey or are we using an email methodology where, you know, essentially if people don't respond they're deemed to have accepted it or some combination of them.

Yeah, Marika says it was the document that went out onto the mailing list a number of times but it was never adopted by this group so.

All right okay the first one is - and it's one that came from - originally from the Proposal 7 if you want to go back and look at the history of when we discussed it and such; you can use that column.

The wording is, "All unsponsored gTLD registers shall offer the redemption grace period for currently existing gTLDs that do not currently offer the RGP. A transition period shall be allowed. All new gTLDs must offer the RGP."

And there is a comment there or an intent by - added by Ron of converge to consistent policy for all gTLDs to aid education policy.

Now I wasn't quite sure whether indeed we needed an exception. When Michael Young first had this reviewed by the registries there was a need for exception. I believe it was only sponsored gTLDs. And I - Michael has not made a specific comment on this one so I'm assuming he's accepting it as not needing a specific exception.

We'll get positive confirmation from him. But I believe the item - the text under for discussion can be removed at this point but we'll check with Michael. Any comments on this? No? Okay.

The next one is the - is to define original registered name holder. Now this is the term that we - we were using RAE, the Registrant At time of Expiration. We need to use terminology that's consistent with the RAE - with the RAA. And I came up somewhat arbitrarily with original name holder.

The - Ron added the comment that he doesn't like the terminology but I think we're stuck with the terminology, registered name holder. That's cast in concrete in the RAA. And he was worried about the term original implying that this may have been the original one four years ago but not the one at time of expiration.

I think that's covered by simply defining it as the name holder of record at - just prior to expiration. But comments, James.

James Bladel: Yeah I just wanted to lend my support to Ron's concern. When I hear original registered name holder I think origin and I think of when the name was first registered which could have gone back to, you know, in the case of Mr. O'Connor it could have gone back into the 90s...

Alan Greenberg: Okay.

James Bladel: ...or late 80s. So I think that we need to find a better term there; maybe perhaps, you know, most recent registered name holder or, you know, we do have to find a term and I don't want it to be too unwieldy but original is probably...

((Crosstalk))

Alan Greenberg: We're already up to a minimum four words.

James Bladel: Yeah.

Alan Greenberg: I want to keep it not any higher than that.

James Bladel: Yeah. Perhaps, you know, well and it's a mouthful but registered name holder at expiry which would be, you know, RNHAE, I don't know if - it's just my swing at it but I agree with Ron; original is problematic.

Alan Greenberg: Okay. I have no problem with that especially, you know, if we use a convention that we abbreviate things. The RAA doesn't tend to have abbreviations like that but I have no problem. Registered name holder at expiration and defined to be the name holder just prior to expiration I have no problem with that. Is that agreeable to everyone?

You know, obviously if we come up with a better word until the - it can be changed and in fact whatever - what we put in our report is, you know, when the legal folks get involved in actually changing the text of the RAA they can come up with a better term at that point. Nothing we have - we're putting it as cast in concrete in terms of terminology. So I'm happy to change all the references to registered name holder at expiration. Agreed? James.

James Bladel: A quick question. You said something about changing the language in the RAA and you lost me on that.

Alan Greenberg: Oh no, no I - I'm - when did I say that just right now or initially?

James Bladel: Yeah you said that when ICANN legal works on this to get the language changed for the RAA.

Alan Greenberg: Well any consensus policy effectively is a change to the RAA.

James Bladel: Right but it doesn't go into the RAA; the RAA just points to it.

Alan Greenberg: Well except...

((Crosstalk))

Alan Greenberg: ...for the EDDP it did get integrated next time around. So again I'm not trying to alter how these things are done I'm just trying to craft something that will be understandable and there will not be any mistake in what we mean.

So yes when I say change the RAA I mean create policies which will ultimately modify the RAA or perhaps even get rolled in in some later revision. Okay I think we're done with Number 2.

All right three is the provision that says the registrar must - essentially the registrar must offer the RGP to, you know, for domains that are - for domains that are deleted on a gTLD that supports the - that offers the RGP.

Michael has added some terminology at the beginning - well my original comment was a registrar - if a registrar deletes a registered name that the - and that registered name enters the RGP the registrar must allow the original registered name holder - obviously now changed - to redeem the registered name.

He clarified it at the beginning. It says following expiration during the auto renew grace period no problem with that in my mind. And then he added a clause afterwards which essentially says in short that a change in the records of the registrar and Whois records should not impact the ability of that registrar - registrant to exercise their RGP rights.

Michael is not on the call right now but I have talked to him about this in some detail so if there's a question of what he meant or why he put it I might be able to address it if anyone is questioning the language that he's added.

Okay the terminology at the end of - a separate unilateral action means that the agreement of a registrant in the registration agreement to allow reassignment by the - or sale by the registrar after expiration is not covered in this particular exclusion.

But if the registrar - registrant explicitly says yes I'm willing to sell this to a third party because I'm going to make a pile of money on it that obviously - that transfer is what is allowing - what is being excluded here. James.

James Bladel: Yes Alan, James speaking. And I missed last week and I've been...

Alan Greenberg: Well we canceled last week so you didn't miss...

James Bladel: Okay well I've been playing catch up on the list so I am probably a little behind the discussions on this. Separate unilateral action I think is a really interesting phrase. I guess my first question is separate from what? And then the second question would be do we consider the explicit delete of a domain name to be a unilateral action on the part of the registrant?

Alan Greenberg: On the part of the registrant?

James Bladel: Yes...

((Crosstalk))

James Bladel: ...if they explicitly delete the name it is then what the registrar no longer has an obligation to offer RGP in that case?

Alan Greenberg: No, no, the exclusion is aimed at the situation of - I'll try to get, you know, give the case he was talking about. The name expires; you start an auction process not, you know, not irrevocable start an auction process. Find out that there's a market for this name, you know, that'll yield you \$10,000.

You call up the registrant; you say are you willing to part with it? We'll share the money with you. He says hell yes and it gets transferred to someone. So the registrant at the time of reassignment says yes I'm willing to do it. That's the case that he is willing to accept.

Other ones where the registrar - registrant has not taken action at that time he wants to make sure that the RGP can go through to the original registrant.

James Bladel: So - and forgive me again if I'm...

Alan Greenberg: Again it's not my language but it was written on the fly as he was trying to get this to work...

James Bladel: Okay.

Alan Greenberg: ...so it may well need adjustment.

James Bladel: Well and, I mean, I guess my question being that are we then defining the exception scenarios by which the registrant at time of expiry waves their - and I hate the word right...

Alan Greenberg: Yeah.

James Bladel: ...waive their redemption privileges.

Alan Greenberg: Yes.

James Bladel: Okay. I'm probably going to have to just digest this a little bit more...

((Crosstalk))

Alan Greenberg: And I, you know, the version with those words in it came in about 12 minutes before this meeting. And Michael sent a later version after that correcting some typos which I don't think this is one of.

So the intent is essentially other than in the very much an edge case where the registrant after expiration decides they really want to sell it to someone else along with the, you know, with the help of the registrar which I think is very much an edge case or, you know, a tail case, that if the name is deleted the registrant who - the registrant just prior to expiration should be able to exercise the RGP.

And I'm assuming Michael is basing this statement on, you know, existing problems they've had exercising RGP rights in the past.

James Bladel: Just one final comment on that...

Alan Greenberg: Sure.

James Bladel: ...then I'll lower my hand.

((Crosstalk))

James Bladel: This is - and I'm not picking on Michael; I know he's not on the call and I'm sure that he has a very good point here that I'm just not picking up on. But this in general is my concern with outlining policies and then exception cases because, one, I think that registrars become confused over what it's, you know, what their clear obligations are.

Two, that the registrant becomes confused as to what's going to happen to their name and what options are available to them. And then, three, I think from the point of enforcement ICANN compliance, you know, looks at this and says, you know, where do we go with this?

So I just - I want to caution that if we can tighten this up and remove or very clearly delineate what those exception cases are I think it serves everybody to do that. And again I'm not picking on Michael's idea; I'm sure it's a good one, I'm just - I'm not getting...

((Crosstalk))

Alan Greenberg: I suspect that this is properly worded closer to the way the EDDP identified under what rights - under what terms the registrar could not - did not have to delete something after 45 days. You know, it gives the list of scenarios, you know, UDRP in action, you know, and various other scenarios where you must delete after 45 days does not apply.

And I think - I suspect this can be worded in a case - in ways similar to that.
But again I'm both taking on Michael's role and a lawyer's role and I'm not
really skilled to do either of those.

James Bladel: And just again for my benefit we are only talking about RGP at the registry
level; we're not talking about the auto renew or registrar grace periods?

Alan Greenberg: No we're - say that again?

James Bladel: We're only talking about that period after the registrar explicitly deletes the
name and it's in a registry RGP.

Alan Greenberg: That's correct.

James Bladel: Okay so - okay...

Alan Greenberg: I think. I mean, this whole Recommendation Number 3 is talking about the
RGP.

James Bladel: Okay so that's where I get confused because...

Alan Greenberg: Redemption under an RGP.

James Bladel: That's where I get confused because some of the things that we're drawing
the exceptions for don't typically occur in an RGP.

Alan Greenberg: Well no...

((Crosstalk))

James Bladel: ...RGP...

Alan Greenberg: His exception would be a case where the registrant agrees to sell it to the guy who wants to pay \$10,000 for it and then...

((Crosstalk))

Alan Greenberg: ...registrar ends up deleting it. I mean, this is a real edge case I think.

James Bladel: Oh but see I think that happens - I don't think that is happening at RGP; I think that's happening before it's getting to RGP. If there's somebody out there that wants \$10,000 for it or something I doubt it even gets to the RGP.

Alan Greenberg: Well no it won't but I said if that - if the registrant agrees and then it falls through and the registrar ends up deleting it I think is the case he's making. And maybe if he was on the call he would say hey maybe it doesn't apply.

James Bladel: I'll drop it; I'll drop it.

Alan Greenberg: Well why don't you, after the call, give Michael a call and see...

James Bladel: I'll reach out to him via email...

Alan Greenberg: Okay.

James Bladel: ...because I think that...

Alan Greenberg: ...you know, the yellow words are his and they were his concern. And although they may have merit I don't feel skilled to address them anymore than I already have.

James Bladel: Okay all right.

Alan Greenberg: Okay.

James Bladel: Thanks for trying.

Alan Greenberg: Michele.

Michele Neylon: I'm not going to be reaching out to Michael Young but I would say that if we're going to start discussing people's suggestions where it's not at all clear what the hell they mean by it we really need to defer that until we can get clarification from them.

Alan Greenberg: Okay.

Michele Neylon: This one - this one here I'm trying to get my head around this; kind of half getting there. But if it's such a total (another) edge case then I don't see why the hell we should be putting it in as a recommendation.

Alan Greenberg: Okay. Then may I suggest for this bulk of the paragraph the clarification at the beginning of three I think is fine; at least I don't think, you know, it just makes the language clearer. For the second part let's defer it until we can get Michael on the call or until he gives us something that doesn't have as much concern as has been raised over this one. Jeff.

Jeffrey Eckhaus: Yeah, sorry, I agree with Michele on that but I'm not going to go into that part because you made a good point there, Alan. Is this - when it says let's go back to this original name holder - I know we might have a new name for it - but is that - the issue is what about when there's Whois privacy or some sort of proxy on there?

Because it's saying - it's the original - is that the name holder as defined in the Whois that was in the registrar record? I wasn't clear about that.

Alan Greenberg: Well as I understand it if you operate, for instance, if you operate a privacy service that's really done almost at arm's length. And if Alan Greenberg registers a domain through the secret domain name privacy service what

does (ENOM)'s record say? I know Whois will say secret domain privacy service...

Jeffrey Eckhaus: Right.

Alan Greenberg: ...do all of your records say secret domain privacy service?

Jeffrey Eckhaus: In - for external purposes, yeah. I mean, internally we see it as well but there are other mechanisms to see it. But I'm not sure what you mean - just to be clear an arm's length because there's a contract between the two parties.

Alan Greenberg: Yeah, no, no I'm - sorry I'm picking up language on - right now if I register a name through a privacy service the only entity I presume - if the privacy service is not you then the only entity that can change that name is the privacy service; is that a correct statement?

Jeffrey Eckhaus: I don't know if I can answer that because I'm not sure of your question.

Alan Greenberg: Okay.

Jeffrey Eckhaus: I mean, you're saying that - but here's the point being is...

((Crosstalk))

Alan Greenberg: My lawyer operates a privacy service and they register the name with you all you see is my lawyer's name.

Jeffrey Eckhaus: Correct.

Alan Greenberg: You don't see me because that's in a document which you don't have access to.

Jeffrey Eckhaus: Correct.

Alan Greenberg: Okay. So in that case only the privacy service - the privacy service is the registrant of record?

Jeffrey Eckhaus: Right. So that's - I just wanted to be...

((Crosstalk))

Jeffrey Eckhaus: Yeah exactly that's correct.

Alan Greenberg: What happens if you're operating the privacy service yourself - I'm not an expert on...

Jeffrey Eckhaus: Well what I want to go back to...

((Crosstalk))

Alan Greenberg: ...I don't even know what happens today.

Jeffrey Eckhaus: What I want to go back to, Alan, is what your point is. So you're saying on this that whoever the registrant of record was - and that would be in the Whois and that would be your lawyer - they're the only one who can go back and get it; you can not, correct?

Alan Greenberg: Yeah, subject to the normal rules in business that, you know, if I die my estate can get it and, you know, if companies get bought whoever buys the company and that kind of stuff.

((Crosstalk))

Alan Greenberg: There's a whole bunch of exceptions which you...

((Crosstalk))

Alan Greenberg: ...handles as a normal - part of normal events.

Jeffrey Eckhaus: Okay. My whole point on this, Alan, is I'm - there's no - I'm not saying it should be one way or the other I just think we need to be clear saying...

Alan Greenberg: Yeah.

Jeffrey Eckhaus: ...as a - whatever we call an original, most recent, latest, whatever we call it saying as shown either in the Whois or in something because there's - it's one of those things where we can say hey it wasn't there but it was there. So I just want to clear up any sort of confusion on these that's what I wanted to say.

Alan Greenberg: Marika, can you capture that in the for discussion box?

Marika Konings: Yes.

Alan Greenberg: In the next version? Yeah. The intent - the intent was - if you go back to our original discussions when we discussed this perhaps ad infinitum is that a change that is made after expiration, that is the domain is put in the registrar's name or is potentially auctioned off to Joe Blow, that that should not change the rights of the original registrant.

Jeffrey Eckhaus: Oh yeah I'm in agreement with that. That's not...

((Crosstalk))

Alan Greenberg: If you're saying we need to make sure the language is precise I agree.

Jeffrey Eckhaus: Yes that's what I was saying. That was it.

Alan Greenberg: And somewhere along the way before we cast these in concrete we must make sure that this means what we thought it meant and the implementation doesn't mean something different.

Jeffrey Eckhaus: Exactly that's my biggest concern there. Thanks.

Alan Greenberg: If that's our biggest disagreement we're doing well.

Jeffrey Eckhaus: Well on that recommendation; we haven't gotten to the next few yet. Couldn't resist, I'm sorry.

Alan Greenberg: And please if you have specific suggestions on language make our life easier and suggest them. All right I think we're on Number 4. Number 4 is a generalization of what Michael added on Number 3.

And I for one am not 100% sure why we need the special language on Number 3 but he felt strongly about it. So, you know, in any case the one I originally wrote is the change in Whois data or other records by the registrar which is not done at the explicit request of the original registered name holder must not alter the original register's name holder the ability to renew the registered domain and Michael added during the guaranteed renewal period.

Jeff.

Jeffrey Eckhaus: Yeah, sorry, this one I wasn't - my notes here I had were the change to the Whois data by the registrar which is not done - was that - is that pre or post expiration?

Alan Greenberg: Everything we're talking about is post expiration.

Jeffrey Eckhaus: Okay. So...

Alan Greenberg: And your point is taken we may need to say that. But of - well I don't think registrars typically make changes to Whois prior to registration - prior to expiration unilaterally do you?

Jeffrey Eckhaus: No but it said there have been reported cases such changes contributing - I haven't seen those cases so I didn't know what those were pertaining to so I just said I'm not sure what this is so was it pre or post. So if we can...

Alan Greenberg: Oh post...

((Crosstalk))

Alan Greenberg: Post expiration.

Jeffrey Eckhaus: And, sorry, my other point is I think that this one is sort of redundant if we clear up the other one but that's a separate issue.

Alan Greenberg: Well the - but the other one is talking only about RGP whereas this is also talking about simple renewal.

Jeffrey Eckhaus: Okay because I wasn't sure about my pre or post. Okay.

Alan Greenberg: You know, and this one is aimed at if you change the Whois information on Day 1 and the registrant has 10 days to renew that change should not stop their ability to renew even though they're not the registrant of record in the Whois. James.

James Bladel: Yeah, thanks Alan. James speaking. This is another one that I think is a little messy. First off we're talking about during this proposed guaranteed renewal period or retrieval period of quarantine period, whatever we're calling it, correct?

Alan Greenberg: Yeah.

James Bladel: So it's whether it's, you know, three days, five days, 10 days, whatever.

Alan Greenberg: To be discussed separately.

James Bladel: Yeah let's - this end day renewal period. So I think that needs to go first rather than hanging off the end of that sentence; that needs to be at the top. Secondly I think that it could be cleaner - and I know the other registrars are going to throw rocks at me now. But it could be cleaner if it just said, you know, hey, during this period this is a quarantine period; it's the hands-off period.

No changes to Whois that aren't explicitly requested by their registered name holder in fact if it's post expiry nobody can change it because even they cannot make updates - even the registered name holder cannot make updates to their Whois record without renewing it.

So I just - I feel like if we're going to call this a guaranteed renewal period and we're going to quarantine it - and some country codes have something like this where it's just completely hands off, nobody can touch it, nobody can change it. The only thing it can possibly do is renew.

So that's just off the cuff. And again I'm coming at this cold so I'm just...

Alan Greenberg: Yeah I...

((Crosstalk))

Alan Greenberg: ...certainly have no problem with that. When I was drafting these I was trying to require the minimal change to registrars' business practices...

James Bladel: Well but see then after that...

((Crosstalk))

Alan Greenberg: But I have no problem with what you're suggesting. Michele.

James Bladel: And following that - following that quarantine period...

Alan Greenberg: Sorry.

James Bladel: ...in my opinion, you know, you know, no restrictions would apply. Now that's kind of...

Alan Greenberg: Now following the quarantine if that's what we're calling it the - you may choose to allow a registrant to renew but it's not being guaranteed...

James Bladel: Exactly. And there are no...

((Crosstalk))

Alan Greenberg: But saying you may choose to says you may also refuse. So...

James Bladel: Yes.

Alan Greenberg: ...what you do with a changed Whois again is a business practice on your point but is not guaranteed.

James Bladel: Right.

Alan Greenberg: So...

James Bladel: Okay.

Alan Greenberg: ...whether you're refusing because the 10 days have elapsed or you're refusing because the guy's name isn't in the record anymore becomes somewhat moot. Michele.

Michele Neylon: James duck; rock coming your way. I think James might be referring to the registrant data and that stuff in the Whois. I hope to God he doesn't mean the name servers.

James Bladel: No of course, the content.

Alan Greenberg: Yeah, he doesn't.

Michele Neylon: But that needs to be made clear because...

James Bladel: Okay.

Michele Neylon: ...because the name servers are published in Whois. And as James would know in the case of some ccTLDs and even one gTLD there are many - there are cases where the name servers are about the only bit of data that is actually there.

So I think we need to be very careful that we're referring only to - I don't now what the clean way of wording it is, somebody else might come up with something...

Alan Greenberg: Again we need words. Your point is very well taken.

Michele Neylon: Okay.

Alan Greenberg: I don't think that was a rock; that was a clarification because it - it was the same problem with my original wording before James' suggestion. That's why they don't let any of us write policies all by ourselves. Any other comments on four?

Go onto five. Now this one where I think it was Jeff said the language needs to be tightened up. And I don't think anyone will argue the language needs to be clarified. I'm not quite sure I know what tighten means.

Jeffrey Eckhaus: You mind if I jump in?

Alan Greenberg: Sure.

Jeffrey Eckhaus: That was just - yeah...

Alan Greenberg: Let me introduce it for those...

Jeffrey Eckhaus: Sure, go ahead.

Alan Greenberg: ...who are - the intent of this one is any RAA provision cannot be ignored because we happen to be working through a reseller. And right now the RAA specifically says that certain provisions must be handled by the reseller and their display and something else - I don't remember what it is - this says that anything that's delegated to the reseller someone must do it either the registrar or the reseller.

But the obligation cannot be removed simply because of essentially subcontracting. And Jeff you have the floor and then James.

Jeffrey Eckhaus: Okay thanks. I actually have been thinking about this. And I was looking through some of the other pieces of the RAA and I thought that maybe I'm off on this but that this recommendation isn't needed; it's implicit in the current RAA.

And that it - that saying that all the obligations that fall - that falls upon the registrar even if the reseller doesn't do it it still falls upon the registrar and that if we sort of start adding - what I'm worried about is if we start adding in every

explicit item saying if this isn't covered then the registrar does then that sort of leads to loopholes down the line saying oh this wasn't covered so now we have to state this.

So I think the way it says it now it's pretty clear or it's implicit that the registrar is responsible for all these functions. So but I think maybe Marika or others might want to give some more color. But my thought is instead of tightening it up we just get rid of this one.

Alan Greenberg: Yeah I can give the background and - but then...

((Crosstalk))

Alan Greenberg: ...James come in. In the original RAA prior to this last change it was completely silent. And my understanding of contract law is that you cannot - you know, you have to honor contract requirements regardless of who you subcontract to otherwise everyone in the world would subcontract and no clauses and contracts would have any meaning anymore.

But the new RAA explicitly added it for two things. And it has been said that because that RAA did not include other things that those weren't included. And so the recommendation here is not saying let's add a laundry list of other things but simply making the global statement saying the registrar either must oblige the reseller doing it or the registrar must do it. But it can't fall between the cracks. So that was the intent. James.

James Bladel: Yeah I just wanted to support what Jeff was saying. And also point out that this is meaningless for registrars - there are none on this call - but registrars who have not signed the new RAA.

Alan Greenberg: Well I don't think it's meaningless because...

James Bladel: If you're referring them to 312.6 it does not exist in their RAA.

Alan Greenberg: Oh okay good point, good point.

James Bladel: So, I mean, you can't really hold them - I think the...

((Crosstalk))

Alan Greenberg: No, no, no, no, the reference to the RAA here is not that clause; that's the reference that - that's the - okay you're right. It's - the - pointing to that number is not appropriate because it's not in the new RAA.

There is an implicit statement - and Tim is - Tim was on the call. Is he still on?

James Bladel: I'm sorry, Alan, if I could just clarify.

Alan Greenberg: Yeah.

James Bladel: It is in the new RAA it's not in the old RAA so...

Alan Greenberg: Yes correct but the old one I believe had an implicit statement that the registrar is liable for all actions taken or not taken by their resellers.

James Bladel: Well that's - okay. And did we define reseller in the new RAA or do we need to...

Alan Greenberg: Yeah the new one does define it.

James Bladel: Okay. Well I'm going to go ahead and vote with Jeff on this one that I think that, you know, every, you know, if a reseller, you know, you know, sneezes and doesn't blow his nose that we're responsible for that. I mean, that's just understood in this business that we're responsible for what our resellers do. So I don't think calling that out in specific policies...

Alan Greenberg: Then I guess I'd like to understand why the new one did feel it was necessary to call it out in certain specific areas. And I wasn't party to the discussion that created that language so I don't know. Michele.

Michele Neylon: Right. Well as the others have said, I mean, there is no 3.1(2.6) in the older version of the RAA.

Alan Greenberg: Yeah no I - we're agreed that's wrong.

Michele Neylon: Yeah, so, I mean, maybe the thing, I mean, how do I word this? For any registrar on the 2009 RAA this entire thing is pointless because we're already bound by it.

If you're trying to - if you're trying to get something into consensus policy which would be binding on registrars on the older version of the RAA then maybe okay. Personally I wouldn't have an issue with this but you'd have to remove the last sentence.

Alan Greenberg: Yeah, no, no Michele I admit that last sentence shouldn't be there and because it doesn't apply to the old RAA. It's wrong in that sense and needs to be fixed one way or another.

((Crosstalk))

Michele Neylon: ...he might have a more intelligent comment than mine. Thanks.

Alan Greenberg: Okay. James.

James Bladel: Oh no one's ever accused me of that. But I just wanted to say that I want to throw a rock back at Michele and say that this is not okay if the intention is to bind someone to a newer version of a contract that they didn't sign while it doesn't affect us in this particular case it's easy to see how that could be used in the future to...

Michele Neylon: No, James, that wasn't - that wasn't what I was getting at all.

James Bladel: Okay.

Michele Neylon: I mean, if you...

Alan Greenberg: And my part there was no intent to do that it was a mistake.

James Bladel: All right then I'll drop it. Hand going down.

Michele Neylon: Well I think if we - if we remove - oh hold on a second. If we remove the references to RAA here so that's - I see exactly what James is getting at and I can see exactly why that's a problem. I'm not sure what the best way of dealing with that is.

Because it would be unreasonable to start doing things like binding people to clauses and contracts that they weren't party to. So I'd actually side with James and Jeff and just remove the entire thing.

Alan Greenberg: Well I think there was an intent to fix a problem there. And I think we need to understand why the clause was added in the new RAA to understand what - exactly what the problem is.

Michele Neylon: It might be more perception than a reality.

Alan Greenberg: Perhaps.

Michele Neylon: Because, I mean, the problem is - Alan, look, there are certain things where, you know, in the last couple of years the number of registrars that dropped quite a bit at one point, I mean, a lot of them didn't renew their accreditation or were in breach for a variety of reasons.

I mean, there still is a very small percentage of registrars that are on the old RAA. But, I mean, they're pretty much outliers at this stage. I mean, I don't know, I mean, ICANN staff can probably speak to this better than I can.

Alan Greenberg: Okay let's put this one on hold. We - if nothing else the language needs to be cleared up and I think we need to - at least I need some background that I don't have right now. So as it stands right now I think we're going around in a circle.

There's no question that there's no intent here to bind someone to an RAA they haven't signed. So may I suggest we put this one on hold and go onto to the next one?

All right the new RAA includes a - I'm sorry, EDDP includes a provision that says you - the registrar must post in various ways the price that they will charge for an RGP redemption. This is saying that they must do something similar for the price they charge post expiration renewal.

It doesn't put any limits on what the registrar - how the registrar sets that price or if as some registrars do it's one price for the first three days and another price for the next N days. But it does say the price can't vary because of, you know, perceived value, you know, from pay per click or semantic analysis of the name and it must be predictable ahead of time. Jeff.

Jeffrey Eckhaus: Okay I had a major issue with this. Not about the consistency of the pricing and what you were just saying about maybe raising it or lowering it; that's not the issue I have. It's about the reason why the information has to be posted on the registrar's site is because if you operate through a reseller the reseller is not able to offer the RGP; you need to go through the actual registrar.

So what happens with this you're saying the registrar has to put it on and it - but it's not - it doesn't explicitly say, you know, what the reseller needs to do and each one handles it differently. So I'm not sure if putting it on the

registrar's Website makes any difference on this because it's going to change completely if they operate exclusively through a reseller.

So that's the reason why it has to be on the RGP; it has to be in the agreement because the RGP can only be done through the registrar not through a reseller.

Alan Greenberg: Okay you're suggesting that different resellers may have different prices post expiration?

Jeffrey Eckhaus: Correct, that's - I know that for a fact.

Alan Greenberg: Okay. Now what happens right now - when we talked about renewal post expiration and the question is what happened if the registrar - if the reseller was not cooperating and the universal answer we got was the registrar, even though they may not normally deal with reseller's customers, will step in and handle the transaction if necessary.

Jeffrey Eckhaus: Yeah we do that now; that - I'll tell you that...

((Crosstalk))

Alan Greenberg: And how do you know what the price is at that point?

Jeffrey Eckhaus: What the price is? We can see in our systems what the reseller charges that's pretty simple.

Alan Greenberg: Okay.

Jeffrey Eckhaus: It's all done - remember it's all through...

((Crosstalk))

Alan Greenberg: I think the intent of this one if you go into the rationale one is that the registrant can look - look up right now, you know, it's like registering for a conference; if I register early I get a certain price; if I register after a certain date I get a different price.

The intent here is the registrant can find out ahead of time what the redemption price is going to be, what the renewal price is going to be. If you can propose wording that has the same net effect...

Jeffrey Eckhaus: Yeah let me think about that because what I'd like to - I think the idea is if - correct me if I'm wrong - what you're worried about is you register a domain name for say \$14.99 and you don't see anywhere - you don't know that if you renew it on - five days after expiration it's going to be - I'm just - \$149.99 is what you're worried about correct?

Alan Greenberg: Yeah that if you're going to do that it should be posted.

Jeffrey Eckhaus: Right it should be posted, okay.

Alan Greenberg: And what's more the price can't vary based on you're looking at it and say hey, you know, this is a marvelous name; I'm going to charge you more to renew because I know I can sell it on the open market for more.

Jeffrey Eckhaus: What if I tell you that in advance?

Alan Greenberg: If you tell me that in dollars that's fine. If you simply say I'm going to assess the value and charge you an appropriate fee, no; the intent is you put a dollar number there or currency number.

Jeffrey Eckhaus: Okay I'm just curious about that. I just - I was just - wanted to see about it. But let me think about the other piece because it's - again this is another one that gets, you know, the recommendations on here from what it states and

what the intention are two different things and there's a lot of landmines around it so.

Alan Greenberg: This is the downside of having resellers that ICANN doesn't know anything about. Michele.

Michele Neylon: Alan, yeah, I have a problem with this. The price charged for post expiration (during) renewal must be explicitly stated in the registration agreement, blah, blah, blah, blah. This price must also be provided at the registration time when pre and post expiration renewal notices are provided.

There's a problem - there's a fundamental problem with that. If you were to register a .com today with me or with one of - any of the other registrars the price that we would charge and the renewal price that we would display would be based in around whatever price we are - whatever price we are being charged by the registry operator which in the case of .com would be VeriSign.

Alan Greenberg: Sure.

Michele Neylon: As most people on this call know VeriSign and the other registry operators have been pushing their prices up at every opportunity that they're given. So the wholesale price that a registrar would pay for both registrations and renewals exclusive of any other - of any deals, discounts, promotions or anything like that has gone up.

Others on this call probably can - have tracked those prices more closely than I have. But there's no way for us to guarantee that if you register a domain name with Blacknight in 2011 for 8 or 10 years that we are going to be able to offer the renewal price in 2020 or whatever...

Alan Greenberg: Isn't that covered by the comment?

((Crosstalk))

Michele Neylon: Alan?

Alan Greenberg: Hello?

Michele Neylon: Hello?

Alan Greenberg: Yeah. I'm still here.

Michele Neylon: The wording at the moment needs to - the wording needs to capture that because there is no way I could possibly agree to that recommendation in its current wording.

Alan Greenberg: Yeah. Well I'm happy to have the wording changed. I used the exact same wording as is used in the RAA regarding the RGP price. And again that price may change over time; 10 years from now it may be different.

Michele Neylon: Yeah but the difference there is that the way the thing about the RGP is worded is that we are at all times to display the RGP price.

Alan Greenberg: Right.

Michele Neylon: There's nothing stating that the RGP is going to be guaranteed to be the same in 2010 as it will be in 2020.

Alan Greenberg: Yeah and the intent is the same. If the wording that is in the recommendation now is not good then we need better wording.

Michele Neylon: Yeah.

Alan Greenberg: The intent is not to try to lock you into predicting a price 10 years out.

Michele Neylon: No that's fair enough. No it's just - the problem is that there have been cases where people have tried...

Alan Greenberg: I have no doubt.

Michele Neylon: And don't forget I've also been on the RAA working groups as well...

Alan Greenberg: Yeah.

Michele Neylon: ...and I've seen some of the...

((Crosstalk))

Alan Greenberg: Your point is taken. The intent is that it - that at any time when you send out a notice or you display a price it's the then current price. It may change a day later, it may change six years later.

Michele Neylon: Yeah, I mean, it just has to be captured.

Alan Greenberg: It may go down.

Michele Neylon: Yeah right.

Alan Greenberg: RGP prices did. Anyway if the words need to be changed let's come up with better words. The intent is not to bind someone to a future price.

Michele Neylon: Okay.

Alan Greenberg: James is that a new hand?

James Bladel: It is indeed.

Alan Greenberg: Okay then you're on.

James Bladel: But I'll abbreviate and just say that, you know, I pretty much agree with what Michele is saying. I think that the intent here is - my take on it was not so much to constrain registrar pricing practices because there are just way too many exigencies involved in those decisions but to ensure that, you know, the registrant has some expectation of what certain services will charge; that there's a disclosure going on and that there aren't any hidden surprises.

So I think that...

Alan Greenberg: You got it.

James Bladel: ...if we simplify - if we can simplify this recommendation to saying that that, you know, that the registrants, you know, that the registrar and by extension the resellers, you know, will display these prices in their current registration agreement which, you know, obviously it can also change during the course of the registration.

You know, as long as those are there it's not our responsibility to make sure that the registrars read it and - or the registrant has, you know, I guess followed up with all those things. We're trying not to surprise them but we can't be held responsible for I think all the different ways that can break down.

Alan Greenberg: So far we're violently agreeing with each other.

James Bladel: Okay.

Alan Greenberg: And by the way the words you just used may cover Jeff's original concern that it's hard to bind a registrar to things when there are resellers. The previous clause that we were discussing on better reseller - registrar can - must bind a reseller to do something if they don't.

And this is - this would fall under that category as far as I'm concerned that if you deal through resellers then that's simply one of the requirements you delegate to the reseller and the reseller must. So I think that actually is addressed by the previous one. But the whole intent is that there - we restrict surprises to what are really surprises and not simply nondisclosures.

James Bladel: So what's, you know, if I could suggest when we go through and tighten up this language that we just focus on the disclosure requirements, what we want registrars to disclose...

Alan Greenberg: Yeah.

James Bladel: ...not what we want to happen to the price. Thanks.

Alan Greenberg: I thought it said that already because we've already had this discussion. But if it doesn't please suggest comments. Mason you had your hand up and lowered it; you're yielding?

Mason Cole: Yeah, I'll yield on that. Yeah...

Alan Greenberg: Yeah, okay.

Mason Cole: ...James captured it.

Alan Greenberg: Again, you know, if we're all violently agreeing I hope that among us and ICANN staff we can come up with wording that says what we all mean.

Mason Cole: Well if I may add I would just underling what he said about disclosure versus really anything else.

Alan Greenberg: Yeah.

Mason Cole: I mean, if the intention is to make clear to the registrant what to expect in terms of...

Alan Greenberg: Exactly.

Mason Cole: ...you know, just in terms of what to expect timing wise that's fine. Specifying prices is not an ICANN function so I want to stay away from that.

Alan Greenberg: No what we're talking about is disclosure not setting prices.

Mason Cole: All right good.

Alan Greenberg: Well it restricts how you can set prices dynamically in the post expiration period. It is attempting to restrict that but it's not attempting to say what the price is.

Mason Cole: Okay well on that point I want to be very careful about how we do that because I don't think it's the intention of registrars to hold previous registrants hostage according to a perceived value of the name. But the registrars that have secondary market operations that's a different story. So making those names available at market prices for new...

Alan Greenberg: Oh what you do to the new buyer...

Mason Cole: Right, that's separate.

Alan Greenberg: ...good luck to you, that's the business you're in.

Mason Cole: Right.

Alan Greenberg: We're talking about the renewal price to the original registrant.

Mason Cole: Okay well as long as those prices aren't specified because there are - as we've discussed there are all sorts of fees that apply and they change fairly often.

Alan Greenberg: Yeah and changing changes. I...

Mason Cole: I'm sorry, go ahead.

Alan Greenberg: Yeah I think I tried to capture the intent there and if I didn't do it well then, you know, as I said I have a junior lawyer merit badge but that's all...

Mason Cole: Right, okay.

Alan Greenberg: ...and...

Mason Cole: Okay. Well I think we're just going to have to finish the language then.

Alan Greenberg: Yeah.

Mason Cole: All right.

Alan Greenberg: All right, Number 7 - how are we doing on time? We have 25 minutes left to go and we need some of that to discuss what we're doing in the future so let's see how fast we can get through these.

Seven says (unintelligible). Okay that I think says if education material is made available and registrars are involved in the process that it can be - it should be pointed to; I think that's the one. Any problem with that? Again in concept wording may need to be fixed. Nothing? Okay.

Twenty-two this is suggesting that we change the term auto renew grace period to something else. And I came up with an arbitrary set of words which

may cover it. This has been reinforced by both users, registrants being confused because of the two terms.

And in fact if you recall when the - when we did our original registrar survey at the beginning of this process some registrars confused the two terms. And when we were talking about the auto renew grace period some registrars talked about their credit card renewal process with registrants.

And so this is suggesting that in the documentation we change the name of one of them. And I - since - from a consumer's point of view an auto renew thing where they leave their credit card I think is a reasonable name. I'm suggesting that we change the backend one. James.

James Bladel: Not disagreeing that the terminology is confusing and we probably make a change. I just want to point out that these terms are not just in policy they're also expressed I think to some degree in the EPP protocol or at least described in the RFC.

So putting them out in a consensus policy that we want, you know, potato to be renamed to potato doesn't necessarily make it so so just wanted to point that out. Thanks.

Alan Greenberg: Point taken. Of course what it says in the E - in protocols does not necessarily mean what we have to call it when we talk to registrants. So I suspect you're right technically. Nevertheless we have the confusing terminology and the question is if we can't fix it this way how can we fix it? Mason.

Mason Cole: Yeah same as James. I mean, I think, you know, much as it would be useful to clarify terms I think we have to be careful about doing - using the RAA or any existing agreement as the instrument to do that because some of those terms probably in the agreement have legal meanings. The change in terminology may change a legal meaning unintentionally.

So then I would agree with the second part of your statement which is if not there then what do we do to establish clarity. And that's a discussion I'm willing to have I just - we need to avoid using the RAA as the instrument of everything.

Alan Greenberg: Well we are asking for registry discussion on this. And I'm presuming that Marika is in discussion with ICANN compliance and ICANN legal. So if these are issues that need to be addressed I have no fear they will bring, you know, one of those parties will bring it up. The intent is clarity to registrants.

And I have no particular vested interest. I don't think any of us have a particular vested interest in what the methodology is if we can achieve the end. Further comments on eight? So that one clearly we have to make sure passes the sanity test from all parties.

Nine is the recommendation that a neutral site be created to - attempt to educate and provide information to registrants on how to take care of the care and feeding of their domain name.

And a recommendation that At Large should support that process to the extent possible in terms of, you know, contributing to the content or testing it or whatever is appropriate in that environment and in creating public education if that kind of thing seems viable. Comments? No comments, good; or everyone dropped off the call. I still hear noise. James.

James Bladel: Yeah just real quickly; I think we discussed this a little bit. And maybe it's a longer conversation but, you know, we were having some discussions with compliance both at the recent meeting and RT4 and I think in PEDNR and also in IRTP.

And I think that there's some general misunderstandings or misconceptions about what ICANN does and what ICANN doesn't do. And maybe this site

when we talk about care and feeding of a domain name also explains the role of the different organizations, registry, registrar, ICANN, etcetera.

Just putting that out there, I don't know if it needs to be captured here. It's probably out of scope of this working group. But, you know, anything that we can do to cut down on the let's call it customer service issues that seem to land on ICANN's lap would probably be a good benefit and this would be a good place - appropriate place to put those.

Alan Greenberg: Well I guess my personal feeling is if we do this kind of thing and we being the, you know, you - both you and us in terms of users and registrars - once it's there I suspect it could be a home to a lot more than just the things we're talking about.

And the overall tutorial on, you know, registrar versus registry and all the other things I think are reasonable things to put there. You know, a resource if we can actually come up with it I think will help all of us to a significant extent. Michele.

Michele Neylon: Just adding to what James is saying. I mean, it would also - you might find this amusing but things like, you know, stating that neither the registrars, registries or ICANN have any influence on search engines would be helpful because I don't know I can't speak for the other registrars but I know that we get a stupid number of queries in relation to Google, people's DSL connections, all sorts of crazy things that have absolutely nothing to do with the services that we offer.

But more to the - speaking more to this recommendation any registrar, I mean, which registrar, I mean, who - how - how is this going to be decided?

Alan Greenberg: I used the exact wording that James put in the recommendation. I wasn't foolish enough to change it. I don't know the answer to that.

Michele Neylon: Okay. James.

James Bladel: Well what?

Alan Greenberg: It is a best practice so we're not committing anyone to it.

James Bladel: Yeah I don't remember this. I mean, I remember talking about this concept; I don't remember writing this language I should say.

Alan Greenberg: I'm afraid you - I'm afraid you did, sir.

James Bladel: Well I don't use words like steward. But anyway...

Alan Greenberg: Then you subcontracted the writing to someone else.

((Crosstalk))

James Bladel: Yeah. I think that we discussed this during the registrar ALAC meeting in Cartagena where we discussed how this might look and how it might operate. I don't recall the language itself but I will take another look...

Alan Greenberg: This came out at the same time - in the same email that you sent the proposal for the five-day period if you recall those painful days.

James Bladel: I will go back and review my notes, sir.

Alan Greenberg: Yeah. By the way it's not only registrars and other people who wanted things I suspect senior ICANN people would like to see a statement there saying they're not the ones who take down domain - Wikileaks domains.

Michele Neylon: I mean, it is an important matter, Alan, Because, I mean, it's, you know, you see - the thing is, I mean, you do see people, you know, picking up the completely wrong end of the stick which causes customer service issues for

ICANN, for the registries, for the registrars, for everybody and it's just - it just causes a massive headache for everybody.

Alan Greenberg: You're not going to find me arguing it. I don't understand how we've gotten to 2011 and we don't have such a site somewhere. But we are here so if we're the instrument that causes it to come into existence we've earned our keep for the week.

Michele Neylon: On this - related to this is it my understanding that ALAC at present is preparing some of its budget submissions? Would that be correct?

Alan Greenberg: You mean the budget submissions which in all previous years have been completely ignored? Yes.

Michele Neylon: Well yeah, those. Has anything in relation to this been considered for inclusion?

Alan Greenberg: I haven't been paying attention to it since I'm not on ALAC anymore. Maybe Cheryl can make a comment. Is there something that could be construed as including this?

((Crosstalk))

Michele Neylon: ...has his hand up...

Alan Greenberg: I believe the answer is yes but I'm not sure.

Michele Neylon: He is the man.

Oliver Hope: Yeah hi. I'd love to be able to answer you but we're only actually going to get all of the input from the (unintelligible) tomorrow. So we're just 24 hours ahead of knowing. But we will get back to you on that. Thank you.

Alan Greenberg: Okay.

Michele Neylon: Oh Oliver just - I mean, I'm not associated with any of them but I think - well you obviously are and Cheryl I assume is. I mean, the thing is - this is that there's been several working groups where there's been suggestions about, you know, these kind of initiatives and everything else.

And I would just hope that you would capture this because otherwise, you know, a discussion will be held again in another 12-18 months and, you know, you'd be asking registrars to do certain things and the question we'll be asking is well hold on, you know, you guys had the opportunity to do something about this; we didn't see you doing it.

Alan Greenberg: Yeah. Michele if I remember correctly from the original proposal the budget issue was not so much in creating this resource which it was volunteered that registrars would do that themselves but in an education campaign and using material and I suspect if we look at the timing that probably will not kick in in this fiscal year but perhaps the next one. Just looking at the time it will take to actually get this kind of thing in place.

So it may not be an issue that this fiscal year needs to cover it but again I'm speaking out of my realm of actual knowledge. But the intent when it was originally proposed is not that the ALAC create this but the ALAC use it in education programs or things like that as appropriate afterwards.

Oliver Hope: If I may just add a couple of things, Alan?

Alan Greenberg: Please. Yeah.

Oliver Hope: Thank you, Alan.

Alan Greenberg: Sorry, I hadn't realized you were on the call that's why I said Cheryl.

Oliver Hope: Oh well I think both of us are on the call.

Alan Greenberg: Indeed but I hadn't...

((Crosstalk))

Oliver Hope: ...quite a few hours today so...

Alan Greenberg: I hadn't actually seen your name so.

Oliver Hope: Okay. Yes with regards to educational material that's definitely something which At Large is working on. And thankfully we appear to be getting a more positive ear from those in power at ICANN with regards to coming out with material that will be used by people who are foreign to ICANN and who do not know about ICANN.

We have been in great discussions with Scott - Scott Pinzon and there's definitely some movement going on that. And this is actually taking place outside any type of budget that At Large would have to bid for so it's in addition to the budget because it's something that would benefit all of ICANN not only At Large. Thank you.

Alan Greenberg: Thank you Oliver. All right Number 10, this is the one that we had extensive discussions on methods of delivering notices and we pretty much unilaterally - or unanimously recognized that there's no way we can specify what methodology be used but that the information presented to registrants should give them advanced notice of what will be used or at least the base set of what will be used so that they know where to, you know, where to look for messages and they can't claim, you know, that they weren't expecting anything at all through that type of method whether it's email or something else.

Any questions on this or comments? Again not setting what registrars do just that they notify their customers of what general methodology they'll be using. Michele.

Michele Neylon: So just if I get you right you're saying that we don't - sorry how do I phrase this? That - okay. I suppose the problem I have with this wording is that I can see this being interpreted in an overly narrow sense in that if I were to say that we will do X or do X and then I don't know some new technology came along or maybe email became defunct and Zuckerberg's dream became reality and we all started using Facebook.

You know, the - if it's worded too narrowly then that would mean that even though email was defunct we would still be forced to use it and we wouldn't be able to use this new Facebook messaging thing which has replaced the SMTP protocol.

And I suppose that what I've been looking for here is some way - I mean, I understand the rationale side of it but the flip side to it as well is that, you know, you're talking about a policy you're not talking about a best practice.

So when you're mandating policy, you know, if as a registrar I breach policy and putting my contract at risk so I'm just very wary about how that is worded so that we don't end up kind of backing ourselves into a corner which won't help us and won't help you.

Alan Greenberg: Yeah the intent is that you're currently sending email to the administrative contact listed on Whois then say so. If you change it tomorrow that from now on you're using the, you know, the Facebook best friend contact that everyone has had to put into their registration record then you change your registration agreement to say that.

It's not different than changing any other term in the registration agreement it's just that - I mean, and that's the kind of example right not typically a

registration agreement does not say who you sent it to. You may send it to all of the contacts; you may send it to one of them; I don't know which one.

You know, so even in the email case there's no predictability right now. And this is simply saying tell the registrant what you plan to do if you plan to - if you change it you change it. It's always then current. And there are rules in the RAA already on what you have to do if you change the registration agreement in substantive ways.

Michele Neylon: Well as long as we can change this...

Alan Greenberg: Well yeah.

Michele Neylon: ...as in then that's fine. I'm just - I have this fear of the kind of what we're going to do in 2011 is what we're going to do in 2020.

Alan Greenberg: No that's - we're all going to be dead by then anyway so it doesn't matter. But that's a joke. Okay, no, no, there's certainly no intent there and if the wording indicates that then we need to fix the wording. And again we're going to have to call it quits.

Actually I think we better stop right now because the - we have seven more minutes. And Marika what we've - we've discussed some things we need to decide and I forget what they are now; do you remember?

Marika Konings: This is Marika. I think we needed to decide on how to poll on the recommendations and another point would be whether we need additional meetings taking into account that the publication deadline if we continue on the current schedule is three meetings away.

Alan Greenberg: All right so let's do the polling first. We have basically two choices we can set up a poll which is a board by some but the working group rules specify that we cannot make consensus calls purely on who is on a call at any given time;

that we must include the full working group including those who do not participate in the calls. And typically what groups have done is hold a poll for that.

The other alternative is use a mailing list and, you know, essentially ask for the poll responses on the mailing list. And typically what people do is, you know, if - is request that anyone who disagrees identify themselves otherwise they are deemed to have agreed. I can certainly live with both. The email one is a lot easier. Any thoughts on this? Leave it up to Marika and me or you can speak up as to which you prefer.

No speaking up. Okay Marika, you and I will make a recommendation and if anyone strongly objects once we make it they can say so at that point.

Ron Wickersham: Hello, this is Ron. I don't have the Adobe Connect to raise my hand.

Alan Greenberg: Yes go ahead Ron.

Ron Wickersham: Yeah okay. I have a question now that we're looking at the final report. The participants some of whom do not participate but are listed I'm wondering who the - is there a list - is there a current list that I can see that indicates all of those that would be counted in a consensus even if they haven't participated.

Alan Greenberg: I believe it's basically the people who are in that list although there have been a few added. The working group - there - the group that established working group rules which apply to the, you know, well it's not clear how they apply to us because we're in a transition.

But assuming that we are taking the rules as the ones that we are using explicitly says that we cannot just do it - a consensus call on a conference call; that it must include people who are on the mailing list and presumably read the mails and comment if they wish and read the documents.

There has been no litmus test of how much do you have to participate in which ways to be counted as a valid participant. So I think we're stuck with essentially the people on the mailing list are the - are the definitive group.

If we do a poll - and the argument for a poll is you count the people who answered. If they didn't answer the poll yes or no then they don't exist. Those who cared enough answer the poll. So that's the pro for the poll; we know what the baseline is of the total number of participants in the poll whereas there may be people on the mailing list who are, you know, exist in some level but - I think that's one of the factors that comes into the decision of how to do it.

Ron Wickersham: Okay thank you.

Alan Greenberg: All right we have six meetings - we have three more weeks to go before we are supposed to have essentially a final report rolled out ready for publication. And our intent has to been to publish and hold a session in San Francisco and presumably open up for public comments I'm guessing afterwards with the target of getting a final report produced soon after that and going back to council.

If we are still aiming at that target and none of us I think want to continue to have this drag out a lot more than that do we feel that we can do this in three more meetings and whatever work we do in between meetings or do we need to, as some other groups have done, schedule a second meeting a week with the intent of only using it if we have substantive work to do?

But - and that would put the second meeting of the week probably on Thursday or Friday in our case. Fridays tend to be moderately empty and are admittedly on Saturday for a few people on this group. And Marika says she cannot do Fridays because she doesn't work Fridays so Thursdays it would be.

Are people agreeable to a Doodle to try to find a time on Thursday?
Thursdays are bad days in general. Michele also doesn't do Fridays. I want one of those jobs too. Touché, Michele. A Doodle for Thursdays?

I see no negatives so we'll have that done right after this meeting. And hopefully if we're efficient and use the mailing list in between then we can hold those to a minimum and not need them.

I think we're done for the day. I thank you all. Marika and I will get out a revision of these recommendations factoring in what was said today in the next day or so. And please read them and comment on them either in email or modifying the documents whichever way you feel is appropriate because we really need to try to get this work done between meetings; we're not going to succeed in purely having discussions on the meetings.

I thank you all for your cooperation. We are making progress. We may see the light at the - the light at the end of the tunnel may in fact be something we see and hopefully it's not a train rushing at us. I thank you for your time and we'll talk to you later.

Michele Neylon: Bye Alan.

Alan Greenberg: Bye-bye.

Cheryl Langdon-Orr: Bye.

Ron Wickersham: Yeah by Alan.

Oliver Hope: Thanks Alan.

Jeffrey Eckhaus: Thanks. Bye.

END