

GNSO
Post-Expiration Domain Name Recovery (PEDNR) drafting team
6 April 2010 at 18:30 UTC

Note: The following is the output of transcribing from an audio recording of the Post Expiration Domain Name Recovery (PEDNR) drafting team teleconference on 6 April 2010 at 18:30 UTC. Although the transcription is largely accurate, in some cases it is incomplete or inaccurate due to inaudible passages or transcription errors. It is posted as an aid to understanding the proceedings at the meeting, but should not be treated as an authoritative record. The audio is also available at:

<http://audio.icann.org/gnso/gnso-pednr-20100406.mp3>

On page:

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

Present:

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

Staff:

Margie Milam, Glen de Saint Géry

Absent apologies:

Marika Konings – Staff
James Bladel – RC
Ted Suzuki – IPC
Karim Attoumani – GAC

Coordinator: This is the operator. Just need to inform all participants that today's conference is being recorded. If you have any objections you may disconnect at this time.

I would like to introduce your host for today's conference. We have Ms. Glen de Saint Géry. Ma'am you may begin.

Glen de Saint Géry: Thank you very much (Lori). Good morning, good afternoon, good evening everyone. This is the PEDNR teleconference on the 6th of April.

And on the line we have Tatyana Khramtsova, Siva Muthusamy, Cheryl Langdon-Orr, Ron Wickersham, Mason Cole, Alan Greenberg, Jeff Eckhaus, Mike O'Connor, Michele Neylon, Paul Diaz, Berry Cobb.

And for staff we have Margie Milam and Glen de Saint Géry my self.

Thank you Alan, over to you.

Alan Greenberg: Thank you very much. All right on the agenda today our initial major task will be to continue review of the survey from where we left off last time. I also just sent out via email a sort of a one line summary of the previous answers. And perhaps if Margie can get that in a form where we can post it on the - on Adobe towards - after we finish the review, we can look at that and see if people feel it's a reasonable and fair summary of where we are today or where we were at the start of the meeting. They can just be put into a note field that's just plain text.

And at the end I would like to spend some time on discussing what we are going to do for Brussels, if it's possible to get a report pulled together so that we can have an information session and feedback there. And if so, what do we have to do to actually make that happen since the time is moderately short.

And I just - oh sorry, I was just distracted by a message saying Michele is entering the room. Welcome Michele, in the virtual room.

Does anyone have any other issues on the agenda? And if not I'd like to go immediately into the review of the survey starting at 23 - 28 where we left off.

But in the back of your minds if you can keep the idea of what do we do for Brussels and how do we get something put together in that timeframe at the same time preferably not having meetings which unduly load us down in light of the virtual integration PDP which a lot of us are involved in.

All right in the absence of any comments Margie if we can - do we each have control of the scrolling here? We do.

Margie Milam: You can each scroll through the document.

Alan Greenberg: Okay, so we're going back to Page Number 5. And question number 28.

Margie if you could sort of go over what the questions are and the summary of the answers and then we'll take questions and comments at each one.

Margie Milam: Oh sure. You want me to read them?

Alan Greenberg: Sure, yeah.

Margie Milam: Okay I will do that. So we're on number 28. Should further details be provided on when or how these notices are sent? If yes, what further details would facilitate transparency and information while at the same

time not restricting registrars from taking additional measures to alert registrants?

And so with this question it looks like we had a 53% in favor of this and then 27% no and then various other possibilities.

Alan Greenberg: All right. Any thoughts among the -- excuse me, forgive the cough -- among those who answered yes on what kind of ways should we try to do this given the problems that we parentally have with simple email?

All right I have a couple. One of the things that is not clear is we have talked before about using things as ranging from telephone calls to paper mail to fax to SMS. And one of the issues there of course is cost.

And is there any - do we have any mechanism either through registrars or any other ideas on getting a measure of how many - what percentage of domains actually get to the process where we are post-expiration and the issue of how to contact the registrant comes up?

If clearly - if only 1% or a tenth of 1% of domains get to that point then the cost issue is not as great as if it's a much larger percentage.

No thoughts.

Yep Paul.

Paul Diaz: Yeah, thanks Alan. Unfortunately I don't have stats like that at my fingertips. And it would take just a little while to get it ready. I can I guess, inquire, come back to the group.

Just a general question though, we have two decks that were presented, right. And at least what we were working off last week, Marika had reordered them in terms of those questions and concerns that had more consensus as opposed to going in numeric order.

If I jump back, and that's fine but if I jump back so 28 falls on basically 26 really, and the 27 in between was just asking for additional comments.

But the question that precedes or I guess this one really follows up on, are notices post-expiration required. And then it said should further details be provided on when how these notices are sent.

So and I just ask because, you know, we had a very similar distribution in terms of whether the notices post-expiration should be required.

Alan Greenberg: Yeah, I - we talked about that a little bit last week because we got - we started getting into this question. And then we ran out of time.

The answer at that point and I went over the transcript yesterday so I'm moderately familiar with it, is that although this question physically followed the one on post-expiration, the intent was when we originally wrote it was that we were talking about the pre-expiration notices or not exclusively about the post-expiration ones.

Paul Diaz: Okay, pre, okay.

Alan Greenberg: Well pre and/or posted for those who send them. I think the intent was that we were saying since we have problems with email are there other

techniques that could be used, how other - how else could notices could be sent to be effective.

Paul Diaz: Okay. And not to be difficult but it's like how could is different than how should, right.

So again it kind of falls and drops me back into the - this is an opportunity for certain registrars to kind of differentiate themselves in the marketplace. We're all required to have those two notifications. How exactly you do it and if you do more or less and in particular what may be done after expiration is sort of a market differentiator.

Alan Greenberg: I think that's a fair statement for this, yes. But I guess from point of view and I'll take off my Chair's hat, from point of view it is worthwhile exploring what the possibilities are and then present them as perhaps in this case, best practices is a good way to phrase it since we are not necessarily going to require that everyone send out a courier to knock on the door.

But if it's viable and from a financial point of view then it may well be something we can identify as a possibility. And I give that one as a stupid example.

Michele.

Michele Neylon: The short answer is no, it's not viable. I mean he may - the thing is unless you're going to say that people - that registrars can differentiate themselves by doing different things is one thing.

But trying to mandate a best practice in this area is not. I mean the thing is that, you know, we sell domain names at one price. Other registrars sell them at another price.

The margins that we sell them at is based on our business model. So I mean by putting something in here you're basically asking us to reinvent our business models which I think is ludicrous.

Alan Greenberg: I guess I wasn't looking at it from that point of view. I was looking at it from a point of view of what ways are there that one could do something and then you can choose to evaluate them in your business model whether it's viable or not.

Michele Neylon: Yeah, but I mean but Alan that's leaving it - that's such an open question. It actually becomes a non-question.

Alan Greenberg: Okay, anyone else have any ideas? Anyone who answered yes, who's on this call, do you have any thoughts on what kind of things were you thinking of when you said yes?

I'll pick on Cheryl since she's one of the people I recognize on the list.

Cheryl Langdon-Orr: I'm looking in there to remind myself of it's a real picnic exciting exercise of going through all of this.

The yes from me would have been in principle if there is something that is viable and reasonable then, you know, why not do it, but I certainly wasn't thinking of it as a - from a best practice model or in the - from a - making it some sort of mandate.

Alan Greenberg: Yeah. I just checked. Your comment in fact was we need substantive discussion on this.

Cheryl Langdon-Orr: Thank you.

Alan Greenberg: How do we generate substantive discussion?

Anyone else who answered yes have any thoughts on where we should go with this or is this one we just drop?

There was a majority of people who said yes. You know there should be some further work on this. But apparently not on this call.

Cheryl Langdon-Orr: Well it's not a matter of on this call Alan. It's Cheryl here. I think it's a matter of if I said we need more discussion. Am I the only one who said that?

Maybe we don't need to drop it or deal with it but rather see what people said and then move to the next bit. And then if people said let's come back to this and look at it so be it.

Alan Greenberg: Ron?

Ron Wickersham: Yes, thanks. The question was about the notices being sent. And since there's nothing other than true notices additional detail does indicate that we get email. Answering yes said yes. The current stated requirement is not sufficient so yes, additional measures such as when the spacing and how many notices would be a minimum since we can't dictate a good practice or whatever.

So just saying a minimum sending one out that discussion would increase transparency and information to the registrant.

So I don't know that there is a lot other than this would just say that I mean otherwise if you're answering no, should further details on the notices not be sent then that's - I don't think that's the - then the nugget of what all our discussions have been. I think almost everyone has said that as stated it doesn't guarantee very much.

So I don't think discussing it within the context of this question is where the details are likely to come out because it's so broad here. But the details will come out in other questions.

So I'm not too worried if we don't get details specifically from this question alone.

Alan Greenberg: All right, I guess I'm just worried on how we proceed on this because if you look at the previous question of - the previous one of are two notices sufficient, some of the people said yes, two notices are sufficient, also said we need further detail. We should provide further details.

So I'm just trying to understand how one goes forward.

All right if the general feeling is we don't need to proceed with this a lot further at this point but it may come up...

Berry Cobb: Hey Alan.

Alan Greenberg: ...in other places. Yes, go ahead.

Berry Cobb: Alan this is Berry.

Alan Greenberg: Yeah.

Berry Cobb: You know I think to me what is missing here, you know, it's down to the question of, you know, should notices be sent, yes; then if yes, how many?

Two seems to be the baseline minimum. We've got, you know, several of our registrar community that send 20 of them. So you're almost notified to death.

I think what we're really missing here though and I do respect what Michele had to say about business models and those kinds of things.

But there is a segment of the registrar community that doesn't send any. And that's where we're really trying to target.

And I don't know what the best method is about going about correcting that.

But there doesn't seem to be enough language in the RAA to - I've got - there doesn't seem to be enough language in there to target specific compliance on this issue but at the same time we've got to be able to correct the gap.

Thank you.

Alan Greenberg: Okay, Jeff.

Jeff Eckhaus: Sure. I think that if there are - this is I guess towards Berry and just everyone is that if there are registrars that you feel are not complying and are not sending any of the notifications out then I think you should definitely contact ICANN directly and say I have evidence that registrar XYZ has not been sending out notifications. I believe they're required to send two. I've not received any.

Send it to the Compliance Group. And they have, you know, there's a budget for it. There's a team there. Let them handle it. I don't think that comes under the prevue of this Working Group that if they're not sending it we need to correct it. That's something ICANN Compliance needs to work on.

Alan Greenberg: Any other thoughts on this right now.

Berry Cobb: And this is Berry, if I may respond so...

Alan Greenberg: Sure.

Berry Cobb: ...I believe what has been a contention within the group is exactly the wording within the RAA. It doesn't specifically say you have to send two. And correct me if I'm wrong Alan. I'm not in front of my computer so I'm kind of going off hazing memory.

But that the language was that - was worded in such a way that it was implied that two had to be sent.

Is that correct or not? Because I would agree, if it's black and white in the RAA that says two notices must be sent pre-expiration then you're

right. It's an absolute compliance issue and then we should just move on and we'll go find those that aren't in compliance.

Alan Greenberg: The wording in the RAA is and I'll quote verbatim, at the conclusion of the registration period failure by or on behalf of the registered name holder to consent that the registration be renewed within the time specified and a second notice or reminder shall in the absence of extenuating circumstances result in the cancellation of the registration by the end of the auto renew grace period although the registrar may choose to cancel the name earlier.

That is the sole reference to notices in the RAA.

Berry Cobb: And, so this is Berry again. So because I'm not a lawyer and again I'm not in front - I can't read the exact language specifically.

But does that say yes, registrars have to send two notices pre-expiration?

Alan Greenberg: There is an implied reference to a second notice therefore presumably there is a first notice. Sixty-seven percent of the people who answered that question said it was not - in our group said it was not sufficiently clear.

Berry Cobb: Okay. So in trying to preserve registrar business models and then I'm just shooting out in left field here so please knock it down whatsoever but as a probable or possible solution would it be that we would as a group could recommend that the language be changed so that it is just more clear that any registrar must send two notices pre-expiring?

And would that significantly change business models here...?

Alan Greenberg: Sure.

Berry Cobb: ...because and correct me if I'm wrong, is that what we're shooting for?

Alan Greenberg: Well from my point of view such a statement would certainly be clearer than what is there now.

Mason your hand was up.

Mason Cole: I'd like to defer to Jeff and go second if I may.

Alan Greenberg: Sure.

Jeff Eckhaus: Okay, thanks Mason. Yeah, I just want to respond to that. And I actually was one of the people that said on is the provision sufficiently clear, my response was no. It's sufficiently clear to us at our company. And I think most people it's clear too.

But I agree that it's implied but, you know, if that's what, you know, we need to do for this Working Group so we move on and say hey listen we don't think the language is sufficiently clear, we'd like to clarify it, then I'm okay. And I say let's just wrap that up and move on from it.

You know I don't think you're going to get a lot of opposition saying let's make it less clear you know what I mean?

Alan Greenberg: We have some good lawyers among us we might be able to do that.

Jeff Eckhaus: Yeah, I mean listen, you know I'll just tell you, the RAA and just in my opinion, it might not - that's, you know, and this was an issue I had with us taking this survey is that it's not - it might not be sufficiently clear to everyone on this Working Group. But you know what? Not everyone on this Working Group is - gone through the rest of the accreditation agreement, has dealt with the minutiae every day of dealing with the RAA.

And I think that almost everybody here would have a lawyer or somebody reads through it or somebody who understands contracts. And you wouldn't enter into this contract into the RAA without reading it, maybe having someone else read it.

So, you know, no offense to, you know, some of the folks that are on this and saying hey it's not clear to me, but it's okay. I mean I might not be clear with contracts in your business and the details of it. And I might have a lawyer look through it just as if I would have an accountant look through my taxes and my IRS forms because I'd like, you know, someone who knows the minutiae of it and the details.

So that's why I'm fine with making it clear. But I think we might not be the audience to decide is it sufficiently clear.

Alan Greenberg: Mason.

Mason Cole: Yeah, I would agree with Jeff on that point. I want to go back to what Berry raised about registrars who are problems. Because if, I mean if we - if anyone in this Working Group has researched which registrars present problems to registrants in terms of not doing, you know, what they say they do or what they're allocated to do under any kind of

interpretation then, you know, even in my position as Chair of the Registrars I would help contact those people and see if they can be persuaded, you know, to come up to industry standard.

I don't necessarily agree that putting a new requirement across the board on all registrars most of whom are fulfilling their obligation to end users is the right way to go about it.

I would - you know I think if we're going to go after bad actors we can go after them in a targeted way that doesn't impose unnecessary regulation on the registrars who are already doing what they should be doing.

Alan Greenberg: Just out of curiosity though, if one reworded the statement that I read out before to - right now it's worded in a sort of backwards form saying if the registrant does not do something in regard to the second notice that was sent out which as Jeff points out any registrar who has read the RAA carefully understands that means you must send out at least two notices.

Is there anything wrong with putting a clear statement in the RAA in a positive way to say you must send out at least two notices?

Does that hurt anything?

Mason Cole: I don't know. I don't necessarily know if it hurts anything. No. I don't know. You know the RAA, I mean this is, again this is sort of a current and sometimes sore topic with registrars right now because there's a giant laundry list of things that lots of people want to put into the RAA.

And the RAA is being used as a policy document when it in fact isn't.
It's a contract.

So I just want to caution, you know, the use of the RAA as a method of
getting everybody's sort of wish list accomplished.

Alan Greenberg: Michele.

Michele Neylon: Yeah sorry, I was on mute. I mean I agree with what Mason and Jeff
were saying. I mean personally I don't have a problem with things
being clarified if that helps people.

And clarifying existing clauses within various policy documents or
within the RAA so that it's clear for people is fine.

But I mean if there's something which is directly related to the RAA
then maybe this isn't the Work Group for that. Maybe it's just
something that you could just push on across to the RAA Work
Groups.

Berry Cobb: Alan it's Berry. May I get into the queue?

Alan Greenberg: Sure. Ron is there first though.

Ron Wickersham: Yes. Yes this is Ron. I'm confused. If the RAA isn't the place for
policy can someone point out where our policy deliberation should be
directed then on this issue of notices? Where is that policy if not in the
RAA?

Alan Greenberg: Berry?

Berry Cobb: Thank you Alan. It's definitely to Jeff's point and kind of thank you for slapping me correctly for this because you're right. About the audience for which the RAA is really only ICANN and the registrar community and maybe those that do develop the policies that try to change some of this stuff.

Certainly, you know, my point of view is from the registrant perspective. And they - you know, maybe .0001% of them would ever seek to try to find out the RAA.

So you're absolutely right Jeff, the audience is the critical component to this for making this clear.

So I guess I'd like to backpedal a little bit. And if there was any kind of motivation for change what the registrants should be using or looking at is the registrant agreement and would it better benefit that we help improve registrant education by noting that in that registrant agreement that they will be getting two notices prior to expiration.

And let's put aside the fact that most of them don't read the registrant agreement but educating them knowing some one way or another, I think we're going to be exploring other education avenues besides the registration agreement in which we can increase their street (crud) or street IQ if you will. But somehow that we're starting to disseminate that they can expect that they will be getting two notices pre-expiration and at such and such time the note thing.

So again it's all about making it more predictable and setting the expectation from their perspective.

Alan Greenberg: Okay, Mason was next. I also had put my hand up after.

And Margie did you want to interject something now or just be in the queue?

Margie Milam: I'll just be in the queue.

Alan Greenberg: Okay, Mason next.

Mason Cole: All right. Yeah, there were several things that were addressed there. One is generally speaking there's an RAA process going on right now.

The - if anyone in the community is interested in an update to the RAA there is a specific Work Group that's taking input right now. That input will be given to ICANN staff. ICANN staff and registrars will negotiate a new agreement at a mutually agreed to time.

So there are issues that are inside what's known as the picket fence that can be addressed in the RAA. And issues that are outside that fence. That's what the PDP process is reserved for.

So generally speaking when you're talking about changing the RAA that's how it's structured.

With regard to the registrant agreement, I generally agree that that's probably a smart place to focus at least some of our effort. I know, you know, if you'll pardon the parallel, in a previous life I was involved with a mutual fund industry where you're obligated to send out prospectuses for investors to read before they invest.

And very few people ever bothered to read it. But it's in fact the governing document between you and your investor.

It's the same thing. The registrant agreement is a contract between the registrar and the registrant. Both are obligated to understand what's in it.

You know I don't know how many of our customers actually take the time to read it. But, you know, perhaps there's a place where we could set an expectation for, you know, what you can expect as a registrant.

Maybe a registrar prefers to send an email to the registrant after, you know, after a name is registered to say here's what you should expect. You know here's the best way to do business with us and here are the things that you're obligated to do. You need to keep your Whois current. You need to look for emails from this address because that's your renewal notice. You know we'll do everything that we can to keep you as a customer. And, you know, but you have to hold up your end of the bargain as well.

Alan Greenberg: Okay, thank you. I had two comments. Number one, regarding the RAA revision process, we have a fair amount of overlap between that group and this group. And I think it's been generally agreed upon that things that are under our purview we can certainly propose and things which are within the picket fence of consensus policy are things that we could look at it.

Now it may be more expedient to toss it over the fence to the other group and I think when we get closer to recommending any policy if we get to that point, that we may well do that.

But at this point both groups understand that things are being talked about in parallel in both groups at least I'm not on the other group but I believe that's the case.

The - and someone else can correct me if I'm wrong.

The second part I wanted to mention is going back to the origins of this group, a lot of the problems have occurred on the - from the point of view on resellers.

And although implicitly registrars are responsible for their reseller's behavior, the resellers may not be quite as conversed with the RAA as Jeff is. And clarity on the RAA from that perspective may well help things.

I think Margie was next.

Margie Milam: Yeah, I was going to comment on the RAA process. What we've been doing on that group since I work on that group as well is we've been designating issues that are within the picket fence and appropriate group census policy versus that aren't.

And I know on this issue I think we've taken a side - we've stepped aside on this issue because this group is working on it.

So I think that group had made the - at least the initial observation that they should stay away from, you know, the post-expiration issue because this group is working on it.

Alan Greenberg: Okay, sorry, one other thing I was going to mention. A reference was made earlier to using ICANN Compliance. In fact earlier in this Working Group when we did the registrar survey we identified some terms in registrar agreements - registrant agreements which were in fact not compliant.

And we did, you know, Marika did go through compliance to alert them. And I believe that problem has been rectified.

So I think that problem - that method is understood.

Mason is your hand still up or is that...?

Mason Cole: Oh sorry, no. No my fault.

Alan Greenberg: And Cheryl did you want to say something? You had a hand up at one point.

Cheryl Langdon-Orr: Yes I had a hand up but it was picked up to a lesser extent by you but by Margie quite specifically and that was to point out that Michele and I did definitely bring up in the RAA Work Groups that we're in that there are bits and pieces that this Work Group which predated the others were active on and that there was going to be a risk of overlap and that we would avoid that.

So if Mason is suggesting it get tossed to the other group, the other group needs to know about it because at the moment it's left it alone.

Alan Greenberg: All right, unless there's anyone else has any - have any more comments on this one item we decided not to discuss much we spent a lot of time on and perhaps we can go onto the next question, 23, Margie.

Margie Milam: Sure, okay 23, and we've touched on this a little bit, is a minimum of two notices sufficient.

And we have a 53% said yes, 27% said no, and then no strong view either way had 13%. And then there was also a 7% other but I don't know what the specification was on that.

Alan Greenberg: We can quickly look it up unless Ron remembers what he said.

Ron's note was as was pointed out in meetings, two notices that would conform sent within last five minutes of the term would not be deemed sufficient by most registrants. So but the point (being) the timing of the two messages is relevant.

Any other thoughts on that one? Nothing, then let's go onto 30.

Margie Milam: Okay, 30, so this measures the implemented to ensure that registrants are aware that if their contact information is not up-to-date they will - they most likely will not receive notices or reminders. If yes, what kind of measures should be explored?

And that had 53% yes, 13% no, 20% no (strong view either) way.

And there was other, please specify and it's difficult to check the availability of information.

Alan Greenberg: I think this is a good one that when we get to the point of writing a report and looking for comments from the community to look for input for - as to what methods do they think might be effective in alerting people when email clearly is not always.

In the absence of any other comments, let's go onto 9.

Margie Milam: Okay.

Alan Greenberg: We're now approaching the numbers where there was no majority for any given position.

Margie Milam: Okay, should the redemption grace period be adopted as a consensus policy for GTLD registries?

And we got a 47% saying yes, 20% saying no, 27% saying no strong view either way and then an other.

And the other is they might argue that it has already been. The question has more to do with the billing side of it so it might need to be rephrased.

Alan Greenberg: I would question - I think that was Michele who said that. I would question whether that's the case. Certainly for the existing registries it has largely been implemented.

But given that it's not a consensus policy it's not at all clear that it will be implemented for the unknown number of GTLDs that might be created over the next ten years.

I don't know if that changes anyone's perspective or not.

No hands, no comments.

Then let's go on and we'll address that in the report; 19.

Margie Milam: Okay, 19, are you of the opinion that adequate notice exists to registrants at the upcoming expiration?

And we had a 47% yes, 27% no, 7% no strong view either way and then three others.

And then the responses were most well-known registrars make such notifications.

And then someone said sometimes yes, sometimes - many times no.

Alan Greenberg: Any strong feelings on this regarding discussion at this point?

Then let's keep going.

Margie Milam: Okay. Sorry. 46. Should a transfer domain registration during the auto renew grace period be allowed without a requirement to renew the registration first before being able to transfer it?

And we have 43% saying yes, 21% saying no, 29% saying no strong view either way and one other.

Alan Greenberg: Well the other comment is interesting and maybe Jeff wants to comment on it. The comment is it's already allowed. And that was my recollection also that it is both allowed and ICANN in the recent couple of years has reminded registrars of that.

Cheryl Langdon-Orr: That's what I thought.

Jeff Eckhaus: Yeah, it's Jeff here. It's - 100% it is.

Cheryl Langdon-Orr: Yeah.

Jeff Eckhaus: I don't see - I don't even understand why - yeah. I mean maybe - I'm sorry. I don't have the specific point in front of me, the language.

But there's - it's probably in the transfer policy that language but that's - yeah, it's 100% allowed. And you're right Alan. It is.

Alan Greenberg: That's what I thought although if I recall from Rob Hall's presentation he said implementing it may in fact be difficult because of the - that some registrars change the Whois information.

And therefore it's not clear based on the Whois information from the registry's point of view who the registrant is.

But other than that I believe technically it is supposed to be allowed.

Jeff Eckhaus: Oh it is. And if there's - this is another one. If you do find out that there are issues with it, I would talk to the Compliance Team about that.

Alan Greenberg: Yeah.

Jeff Eckhaus: I know they're actively working on transfer policy issues.

Alan Greenberg: All right. It sounds like...

((Crosstalk))

Alan Greenberg: It sounds like that question was misplaced and shouldn't be here to begin with, unless anyone remembers a subtle reason for it being there.

If not let's go ahead Margie on 38.

Margie Milam: Okay 38, as a subset of question 35, should the domain be allowed to resolve directly or indirectly to the original IP address after expiration?

And we've got quite a mix here on this one. And we've got 20% yes, 36% saying no, 30 almost 30%, 29% saying no strong view either way and then 2% saying other. Please specify.

And let's see if I can find the other. Other, I guess it says no because it is often the most effective means of getting the attention of the registrant, got their attention and action is required.

Another comment is that the discretion of the registrar at expiration in effect services to the registrant are legally concluded.

So I guess Mason that's probably your comment that it should be at the discretion of the registrar.

And then someone else said domain does not resolve only hosts resolve. That's Ron.

Alan Greenberg: I'm not quite sure what that means. I think - I thought the term resolve - DNS resolving a domain name is in fact the appropriate wording.

Michele. Michele you're on mute?

Michele Neylon: Sorry. I'm having problems with the buttons on this thing. No, it's a technicality. The host names resolve, domains don't. It's actually correct.

Alan Greenberg: Okay.

Michele Neylon: So it's just that a domain - I mean I think it depends on which way you look at it. As in the domain - a domain could be in the (route)...

((Crosstalk))

Alan Greenberg: Okay.

Michele Neylon: But I would prefer no host specified for the domain name...

Alan Greenberg: Right.

Michele Neylon: It won't actually resolve it. It's the host themselves that resolve.

Alan Greenberg: Yeah.

Michele Neylon: It's just splitting hairs to be honest. I wouldn't worry about it. It's technically correct though.

Alan Greenberg: Should we ever use this question again we should be careful to word it properly so the intent...

Michele Neylon: Well it's like with some of the other questions though to be perfectly honest. I mean there's questions here that unless you have dealt with every single registrar and every single possible scenario you can only answer based on your own experiences which the way some of the questions are worded it expects you to have some kind of omnipotent view of the world which makes it rather difficult.

Alan Greenberg: I'm not sure I understand what you're saying. This isn't asking do they. This says in your mind if you were the king, would a URL that someone types in a web browser resolve or end up displaying the original web site after expiration.

Michele Neylon: I'm not talking about this question. I'm just saying in general.

Alan Greenberg: Oh.

Michele Neylon: It wasn't related to this specific question.

Alan Greenberg: Okay, but I believe the original intent of this question was asking that question that I just asked. That from a user's perspective when they type in the URL should - yeah.

Michele Neylon: No, no. I don't disagree with you this question is specific. I'm talking about other questions, that's all. It's not important.

Alan Greenberg: Yeah. No, no. But I'm trying to understand the people who said yes or no strong view or other, why they believe that a name should continue to resolve for instance.

No insights.

Cheryl Langdon-Orr: Well Cheryl here.

Alan Greenberg: Yeah.

Cheryl Langdon-Orr: Look, I said no strong view either way because, you know, it is a method of saying hey guys guess what, you're expired.

But I don't necessarily want to endorse that as the best industry baseline practice. And it's, you know, very much part of what industry can decide out it wants to do that.

But as long as it can be seen as a registrant knows and understands and there's a clear mechanism that - I mean that way when they pick up the phone and say what happened, they can find out what was or wasn't there right then even if they haven't read the information and learn about it at the time of contract which is why I keep coming back to the education being the issue and something that we do need to focus on.

And registrants should know what their duties are and should know what the consequences of not doing that like keeping your oenologist up-to-date might happen.

So I have no strong view either way.

Alan Greenberg: Ron.

Ron Wickersham: Yes, this is Ron. I was quite hopeful that this survey would allow us to reach some consensus and by seeing other participant's views even those who aren't on a particular meeting when something is discussed would let us understand where the differences are and educate each other as to the positions.

Well in this case understanding now the clarification as a question then I would change my response to no if it's permitted to, to modify the response then.

Alan Greenberg: We have been allowing that.

Ron Wickersham: Okay. So that is my change to no then.

Alan Greenberg: So noted.

Rick Wickersham: Thank you.

Alan Greenberg: Any other comments on this particular question?

Well then let us go onto question 40.

Margie Milam: Okay, 40, what can happen to an email address in an expired domain, for example user@expireddomain.com?

We got quite a good - let's see, 7% attempt to have it delivered to the resolve mailbox, 36% delivered to some other location specified by the (RAAE), 14% (start it), 29% bounce it, 14% other. Please specify.

And then the other is don't provide email service at all. Do not resolve. And if bounce means that an extra - that an MTA returns an error then that is what is the expected result of an expired domain.

Alan Greenberg: In looking at this and I've had a number of discussions with people since this survey went out, it's not at all clear given that one cannot tell from the domain registration what higher level domains might have mail port - mail, you know, mail agents listening at various ports or even what the protocols are. It's not clear that any of the options to deliver to somewhere else are even implementable.

Again I'm not an expert on this. And maybe someone else has more information than I do they could speak up. My understanding is that you can really do one of two things. You can attempt in some cases to keep on delivering the mail which some registrars do. And or it can simply bounce and say there is no mail service here and the sending mail agent does whatever they do under appropriate circumstances.

Is there anyone here that has a better feeling for the technology than I do and can comment on that?

Michele.

Michele Neylon: Yeah, I mean basically, you know, technically speaking it's impossible to know. It's impossible to know what a person is really doing with the domain name unless you have full access to the DNS - to all of the DNS records associated with the domain and any sub-domains and any MX records associated with the domain. You also have no way of knowing where the mail is actually going to.

So I mean just to give you a stupid example, if you were to send me mail to one of the many domains I own more likely than not will all end up going to - being forwarded onto a different mailbox entirely because I couldn't be bothered setting up mailboxes reaching every single one of them. I just I have the mail server configured to send mail to specific users or remote email addresses.

So I mean yeah, it's - to attempt to deliver the mail to anybody is - it's technically not really - it's not feasible. It's not feasible technically. I can't see - unless everybody was using mail in a very, very simplistic manner it just would not be feasible for anybody to implement that and technically it would actually work. (It's absolutely) impossible.

Alan Greenberg: Yeah, Michele you started off saying unless you have access to all the DNS records. But I could have simply an A record in DNS which will handle mail...

Michele Neylon: Oh yeah.

Alan Greenberg: ...in the absence of an X record. But there's no way just looking at that A record you could divine that there's a mail agent listening on Port 25.

Michele Neylon: Well exactly. I'm just - I mean you'd have to have a stupid amount of inside information as to the configuration of the domain.

And I mean even their tool domain holder themselves probably wouldn't be able to tell you in many cases what's happening with every single aspect of it because, you know, there's all sorts of crazy things come into play. I mean, you know, it's just - it's a can of worms. But to open that can up would be - I can't see any end to it.

From my perspective, you know, if I were to say to my registrants that was I going to try to deliver mail to them, then that would - and then I was failed to do so, then I would be negligent. So I just would say to a registrant well no, I'm not going to attempt to deliver mail anywhere. You know domain expires, end of. It's just to do anything else would be insane.

Berry Cobb: And this is Berry.

Alan Greenberg: Go ahead Berry.

Berry Cobb: I was just going to say so, you know, I'm certainly the furthest from the most technical person but I have played around in enterprise email enough and, yeah, it would be a train wreck to even try to implement something if it were even possible.

But are there non-technical solutions that we can try to review - to mitigate to this issue?

As an example and I'm not saying that this would be something that we would put forward or could be put forward, but in the registration

process, you know, how difficult would it be to ask for a secondary email address or, you know, at the very least provide an opt-in for a secondary email address.

And I would say before implementing something like that that we would want to try to get some stats and figures around, you know, to try to do a cost benefit and trying to do a, you know, how many registrants out there are not getting notifications because a domain expired and they haven't used that email address for that expired domain so.

Alan Greenberg: Yeah, I think this question was targeted not at the messages telling you your domain expired. But at the regular email traffic that might be associated with the domain name.

Cheryl Langdon-Orr: Cheryl here.

Alan Greenberg: Yes.

Cheryl Langdon-Orr: Regardless of that Alan I read it with a - you know having the option for the registrant to give a secondary delivery address. And if they don't, tough; but if it's specified by them, use it. So that's why I said yes.

((Crosstalk))

Cheryl Langdon-Orr: That is exactly what Berry was hypothesizing. You know if the RAA, you know, released an alternative address then great and if they don't, tough.

Alan Greenberg: Jeff.

Jeff Eckhaus: Yeah, I'm just trying to - no, I guess now I'm even more confused. I want some clarification on I guess what was the point of the question. Is it what should happen to the email? You know what should we do to it? Or is it should we put - you know, I'm just, I don't know, maybe I'm just confused about what this question - I thought I knew what it was asking. And it said what should happen to it.

And then, you know, should it be bound? Should it be discarded? What should happen to that actual physical email?

But I guess it's sort of morphing into another discussion and now I'm somewhat confused and hoping for some clarification.

Alan Greenberg: Well if I can try to clarify, the original intent was this is the equivalent to the web question of when you type in (www.blah.com) and the domain has expired, what should happen? What should the user see on the screen?

And this is the equivalent question if email is sent to that domain.

Jeff Eckhaus: Right, but the thing is is that...

Alan Greenberg: Not related to the expiration of the domain. But from what innocent user sending some email to the expired domain.

Jeff Eckhaus: Right. But the point is I'll just say and what would that do? I just - if I could just follow that line of if I said if you had it at, you know, at expiredomain.com, I sent you an email, and you're saying that - what

you're saying is what should happen to the email if I sent you one to an expired domain?

Alan Greenberg: Yeah.

Jeff Eckhaus: Is that what - yeah.

Alan Greenberg: Yeah. If I owned expireddomain.com which happens...

Jeff Eckhaus: Right.

Alan Greenberg: ...to be an expired domain.

Jeff Eckhaus: Right.

Alan Greenberg: So you send email to alan@expireddomain.com.

Jeff Eckhaus: Right.

Alan Greenberg: You're Jeff my old friend.

Jeff Eckhaus: Right.

Alan Greenberg: What should happen?

Jeff Eckhaus: Okay. So I guess the question. Now so my question to that is, is anyone, you know, on this call as a registrar or other people, the decider of what happens to emails that do not - that the person - that - does it go - I don't believe that as a registrar I make that decision, say discard that email.

Alan Greenberg: (Right).

Jeff Eckhaus: You know kill that email.

Alan Greenberg: I...

Jeff Eckhaus: I'm just curious. What could we do to affect it or are we just, you know, discussing it just for the sake of discussion?

Alan Greenberg: No. I can address that to some extent. If expiredomain.com is being hosted on a DNS other than the registrars so another...

Jeff Eckhaus: Right.

Alan Greenberg: ...DNS is authoritative. The only way the registrar can take custody back of that domain to put up a flash screen saying this domain has expired or whatever is to change the entry to point to their own DNS.

Jeff Eckhaus: Right, which...

Alan Greenberg: Okay.

Jeff Eckhaus: ...that is (unintelligible) from there, yeah.

((Crosstalk))

Alan Greenberg: And chances are they don't have a mail program listening of that port and the mail will probably bounce saying there is no email there. You know the host does not exist.

On the other hand in talking to (James) he said that if the domain name is hosted on go daddy's web server or GoDaddy's DNS, all they do is change the A record. If there's an MX record it stays in which case the mail would continue to be delivered.

So those are the two extremes of what might happen.

Jeff Eckhaus: Okay.

Alan Greenberg: In today's world.

Jeff Eckhaus: And then I just - if you don't mind I'm just curious. What would just as a point of this group, if the email went through, how would that help post-expiration domain name recovery?

So I sent you that email to expire domain and you got it, how would that make any difference or I'm just curious reflections in you knowing your domain's expired or helping you recover it or anything that's...

Alan Greenberg: Well I'll answer on my own...

Jeff Eckhaus: ...germane to this Working Group.

Alan Greenberg: I'll answer on my own behalf and then let Michele speak.

Jeff Eckhaus: Sure.

Alan Greenberg: If I had a domain on go daddy that behaved the way it does if it's hosted on GoDaddy's domain service, and the email continued to be

delivered, if this was a domain which I only use for email, I would see no indication that it's expired.

And I personally think that's the wrong way to handle it.

Jeff Eckhaus: Okay.

Alan Greenberg: I think it should go "Go dark" just like the web site should. You know euphemistically.

Jeff Eckhaus: Right, so then - and then...

Alan Greenberg: But that's what the question was trying to get at.

Jeff Eckhaus: And then, sorry if I'm being - just entertain me for one more second. So then if we did that and it went dark which I can understand, is the registrar the one that can say it gets kicked back to you, that this email address does not exist or is it the mail program that determines that? That's what I'm not clear about. I'm actually not sure of the answer to that question if somebody else can answer that.

Alan Greenberg: The answer is it depends on how you have your SMTP agents set up. If you don't have an SMTP agent, the sender will say it. If you do have one they may bounce it.

Michele.

Michele Neylon: Well I mean if there's no MX record it'll come back with host not found most of the time. So it won't - because if you don't - well it depends on the mail servers in question.

But while the spammers will try a record properly behaved, our C compliance mailers won't. They'll generally just go for the MX records.

I mean the problem here is I think is the people are confusing two questions. One of the questions which we were discussing was about the email address being used for sending the notifications to.

So for example I have the domain mneylon.com. The registrant email address for mneylon.com is (micheleanthonyneylon.com). It's also the registrant address for my other domains.

So what some people were saying was that it would be a good idea to a second email address or something associated with the account I have at the registrar to send notifications to regarding the upcoming expiration and afterwards and all that.

And I agree wholeheartedly with Alan that if the mail is still being delivered to the user on a domain that's effectively expired they're probably not going to realize that the domain has expired if they've been ignoring all the notifications.

But I don't know what - about the other registrars. But I know from our own experience that a disproportionate number of our users only use their domains for mail. They don't use them for anything else. I mean they might have a web site. But I mean the web site was probably put up in 1996 and it hasn't been changed ever since. So I wouldn't really count on it.

Cheryl Langdon-Orr: Exactly.

Michele Neylon: I mean I can - I know...

Woman: No, that's really true.

Michele Neylon: ...I know for a fact that if our mail - our primary mail cluster has a hissy fit but the hissy fit is the technically acceptable term of course. And for anything longer than about 35 seconds we will probably get 500 to 600 phone calls within the space of ten minutes.

And this is assuming that we've actually resolved the issue with the mail server within five to ten minutes.

So I mean whereas if I turned off our web servers for an hour a day only a tiny proportion of our clients would even notice.

So I think affecting the email delivery is key to making people to understand yes, your domain is dead. There's something wrong with it. You need to contact somebody to fix it.

And trying any - how the SMTP agents and all that handle the mail, and obviously there's going to be a certain degree of variance under - in certain setups and what have you. There might be variations.

But working on the basis that, you know, at expiration the registrar is probably going to change the name servers to be either their own name servers if they weren't previously or it's the case some registrars will change them to being specific name servers that they use for expired domain names. Then the mail servers will cease to function.

And I don't know of anybody who does otherwise. And maybe GoDaddy will do it differently. But I don't work for them so I can't comment on that.

Alan Greenberg: Yeah, I can only comment on them because I had that explicit discussion with (James).

Any other comments before we go ahead? I'd like to go on to talk about Brussels and how we go forward sooner rather than later.

But let's try to do one more.

Margie Milam: Okay. We're on 13, right. Are you of the opinion that expiration related provisions in typical registration agreements are clear and conspicuous enough? Example are you of the opinion that registrants understand and are able to find renewal and expiration related information easily?

And the answer was 27% said yes, 33% said no, 20% said no strong view either way.

Alan Greenberg: And 20 said other.

Margie Milam: Okay. Let me - that's right, 20 said other.

And then the other we've got some categories. We're not sure if agreement is key here at all. They may be able to find it if they try but they probably don't know where to look.

And this question was discussed during the meetings and has the difficulty of being - of defining typical.

Alan Greenberg: Okay. I think this is a good one. Oh sorry, we have Jeff with a comment.

Jeff Eckhaus: Oh to Alan. I'll let you - if you want to (finish out) what you were about to say. Go ahead.

Alan Greenberg: I was going to say such a divided question seems to be a good one to end where we're not going to come to any strong answer regardless of what anyone's opinions are.

But Jeff go ahead.

Jeff Eckhaus: Yeah. No, I mean I agree with you. This one is a tough one because we all know what clear and conspicuous for one person might not be clear and conspicuous to another person.

But actually I had a question and I'd like to know just on when people answer this did - and I don't mean to be putting anyone on the spot so if anybody - if you don't want to answer that's fine.

But did the people who answered know on those? Could you let me know or sorry not me, to the group, what - which ones - which agreements you used as your typical registration agreement that and what you read in those agreements that you found that it was clear and conspicuous. I would just love - I would just like to know so we can get a general understanding because, you know, that is something that in my registration agreement as, you know, it's not a part of the RAA. It's something that as a registrar I can change.

So if you could say here are the ones that we found that weren't - when I answered this question I read a few. These are the ones I did. Or hopefully that people didn't just answer this based on like anecdotal evidence and, you know, other thoughts or feelings.

So it doesn't necessarily have to be on this call. But if you could distribute it to the list and say when I answered this question these are the ones that I thought were not clear and conspicuous. If that - that might be able to help. As registrars we could help change that.

Alan Greenberg: Okay, I'll certainly answer that to the list. If I don't remind me.

Michele.

Michele Neylon: Yeah. I mean my comments there is I mean the thing I suppose well it's a factor. The education thing.

The - what isn't in a registration agreement probably isn't the key issue. It's a case of whether people are made aware of what will happen.

And that's the key thing. It doesn't matter really - I mean okay, the registration agreement is something which is easier in some respects to look at. But as long as people being made aware of the fact that, you know, if you do not renew your domain X, Y and Z will happen or you will lose this functionality. Then that actually addresses the problem.

I mean my entire problem with a lot of this stuff to do with the post-expiree is as far as I'm concerned the issue isn't with what happens

after the domain has expired. It's all most of this problem seem to be addressable before the domain expires.

Alan Greenberg: I wasn't going to give an answer to Jeff's question. But I will give a very brief one because of what you said.

And I agree with what you said. The part that I had I wasn't trying to answer the conspicuous enough. I was trying to answer - I was addressing my answer to clear.

And a registration agreement which says after expiration the domain may or may not continue to point to your web site. We may or may not change Whois. We may or may not transfer the web site - the ownership to somebody else.

Cheryl Langdon-Orr: Is not clear.

Alan Greenberg: Is not clear. And it doesn't address what I think Michele just said of understand what will happen when it expires. And that was the kind of thing that I was answering. I can't speak to anyone else.

(Helen).

(Helen): Yeah. What I'm wondering is as a registrar myself I would say that about .01% or probably even less of our registrants ever look at the registration agreement. It is necessarily a legal document. It's long-winded and we have to kind of cover everything.

So really it boils down to what Michele says. We have to inform our registrants more directly, you know, renew the domain or you lose it.

And keep up your email addresses otherwise we may not send renewal notices to. And they ignore us at their peril if that's what they do.

But getting too excited about registration agreements seems to be a waste of time for the average registrant. Unless we can find some way to make a legal document very short, clear and concise. And to date I have not been able to do that.

Berry Cobb: This is Berry. May I get in the queue?

Alan Greenberg: Sure, go ahead.

Berry Cobb: Yeah, I would tend to agree with (Helen)'s comments as well. And I believe that it was even - oh somebody had posted on this group a while back some documents that were done down in Australia I believe that kind of - yeah, that was you.

Anyway it was a very great attempt at trying to numb down the language of the registration agreement by providing kind of examples between the language and stuff.

And I'm not saying we necessarily need to go down that road or not. But certainly a common theme that is developing here is the education component of the registrants.

And I strongly do feel that one of the primary recommendations out of this group is, you know, what platform, what method can we do to increase the street IQ of registrants.

And, you know, perhaps it's something, you know, I think we had mentioned before that there's ICANN sponsored education or videos and different kinds of things where we can educate the registrants about the specifics that would normally show up in a registrant agreement that kind of dumbs it down for them to absorb and understand.

And again I - while I think it would be an interesting exercise to try to clean up registrant agreements to make them plain language, I just don't know how practical that is especially within the legal world.

Thank you.

Alan Greenberg: I think we need to institute a domain owner's license. And until you pass the test you can't buy a domain.

Michele.

Michele Neylon: I'm just picking up on Berry's thing there about the education thing. I mean ICANN has recently started a series of podcasts to, you know, educate the world about the workings of ICANN.

I mean and, you know, it's great that they're doing it. But I think it would be - it's this kind of basic stuff to do with domains that ICANN is in a position to put out information that is, you know, quite neutral. It's coming from a supposedly trusted source.

So maybe that - maybe the - in their podcast series they can look at these kind of things. I mean and this doesn't cost much. I mean how much is the cost to produce a podcast? You're just recording

somebody's voice talking about whatever. And, you know, disseminate that more readily.

I mean a lot of the problems that we're dealing with both in this Working Group and other Working Groups could probably be addressed through making people more aware of, you know, the basic realities of, you know, if you register a domain for five years, in year six you will not have used all that unless you have paid for the renewal.

And we still get registrants who seem to think that it's absolutely shocking and terrible that we would expect them to pay a renewal fee for their domain name. They think that's absolutely crazy. I mean how on earth could we possibly do that?

And of course if we - if they don't pay for it then of course the domain stops working and then they're very, very upset.

Jeff Eckhaus: Wait, we have to renew our domains?

Cheryl Langdon-Orr: That's right.

Alan Greenberg: Gees no one told us that. (Helen).

(Helen): Yeah, I'd say - agree with Michele. The podcasts are sort of useful and interesting. But basic - any registrant who's going to all that trouble to try and educate themselves probably doesn't really have a lot of these problems working out whether they have to renew domains or not.

We're talking about the average registrar that Michele is talking about that registrant that is unsure. I registered a domain ten years ago. Why

does it belong to this person? This is upsetting. Give me my domain back.

These people don't know very much. They don't want to know very much. They don't want to look up stuff.

So really all we can do is the registrar sends them the information at the time and hope they pay attention to it.

But obligating them to educate themselves, they're not going to want to spend the time.

Alan Greenberg: I think a lot of the reality is that the people who have the most problems are the ones who don't even get it, buy a domain name.

(Helen): That's probably true.

Alan Greenberg: They sign an agreement for a web posting and these people give them a "Free" domain name.

(Helen): That's - yeah.

Alan Greenberg: And there's no opportunity for them to go to listen an ICANN podcast. They don't even know what ICANN is and they probably don't even know what a registrar is.

And that's when the problems show up.

(Helen): And know what the domain name is.

Cheryl Langdon-Orr: Yeah, Alan...

Alan Greenberg: Yeah.

Cheryl Langdon-Orr: ...to that end, I put in at least what our (EDA) has done to try and rectify that which is as a trusted source a very in fact humorous, enjoyable, well it's even fun to listen in the car if you just wanted to keep yourself awake driving to a (movie) in Sydney, set of podcasts which are if one does actually find their way to a (EDA) site can be self education tools.

But more importantly are tools that we expect encourage and spend a lot of time talking to the world of (inverted comers), trusted advisor, that the web host is lawyers, the accountants, the people to whom mom and pop organizations go.

And so this inter-web thing, how do we get on that? You know these resources for these people to pass on.

And it makes them look good. It helps them and (inverted comers) look like they know what they're doing and educate their (inverted comers client) but it's subtly passes a message that says and by the way you're actually, you know, engaging in this interesting world which is, you know, got a whole lot of pitfalls and interesting opportunities.

Alan Greenberg: Indeed. Margie.

Margie Milam: Well yeah, I just want to follow-up on the podcast idea. That works when everything is standard. So I mean, you know, to provide general overview of the registration process where the registrars have

discretion on how they deal with things that expiration, you know, if a site's down or whatever that resolves that. ICANN wouldn't have that information.

And so the kind of the day-to-day information that a registrar who found themselves in that situation, you know, they won't be able to get that information from a podcast then, you know.

So I see the value of podcasts for standard things that ICANN can educate. But when it comes to registrars specifically we just don't have that access to that information.

Alan Greenberg: Michele.

Michele Neylon: I'd have to disagree with Margie. I mean we're not talking about, you know, being - dealing with stuff in such a way that you address every single possible variation of business models. I mean you're talking about basics that, you know, check to make sure that the Whois stays on your domain is correct. Check that the contacts associated with it are correct. These are all things that are pretty much universal.

And, you know, to say something like your domain may be at risk if you do not renew with us is not stating that which is going to have a real negative effect in relation to various different business models because unless I don't know, a Network Solutions, ourselves and all the other registrars suddenly decide that we've absolutely no interest in money we're not suddenly going to start paying for domain renewals if we're not being paid by the users.

So I would have to respectfully disagree Margie. I think that in many respects ICANN is in a better position to provide general information on these kind of things than a lot of other people.

And the example that Cheryl (went into) is a very, very good example of, you know, the regulator or whatever they wish to describe themselves as using that position of trust to educate everybody.

Alan Greenberg: All right, I'm going to give the microphone to Paul. But I really would like to leave a few minutes to talk about future steps.

Paul.

Paul Diaz: Great. Thanks Alan. Really quick, just to agree with what Michele said and looking at the - what's in the chat room from Cheryl and Michele as well.

I think there is an opportunity here and I look at what ICANN did - what staff did to provide a laymen's understanding of the RAA. You know the document that kind of boils everything down, takes out the legal...

Cheryl Langdon-Orr: Right, we did that.

Paul Diaz: Yeah. Doing it like that so you - as Cheryl's saying, you pitch it at the right level. It can just touch on the important points. Many of the things that we're saying we feel that need to be done here could be done in the podcast. And leverage ICANN's sort of neutral position in all this.

Yes, there - you know the - I won't use the R word. They're not a regulator. But, you know, whatever, they've got that special role in the

industry. They're not pushing anybody. They don't need to know the absolute details about every particular registrar's practices.

But there's probably really something here that should be - you know a closer look be given because if not ICANN who.

Alan Greenberg: Yeah, we really do need to think somehow - somewhere along the way about we handle the situation that I mentioned that if someone's signing up for a web hosting agreement and taking off a box to get a free domain name which is the terminology that is often used so...

Cheryl Langdon-Orr: The thing is let's think - yeah.

Alan Greenberg: Well but that's what's happening right now. And that's where most of the complaints come from ultimately.

Cheryl Langdon-Orr: Understand. Yep.

Alan Greenberg: Okay, we have five minutes. Hopefully we won't go too much over. How do we take what we have right now and as I said I sent out a synopsis of the previous ones. I'll do it again for this one once the transcript is posted.

How do we go forward and start drafting something so we can start soliciting comments?

We've spent an awful lot of time in this process and I really would like from my personal point of view, I'd like to see something come out of this. And that our time has been spent productively. And that ICANN won't three years from now have to start this process all over again.

Any quick thoughts?

Ron.

Ron Wickersham: Yeah just, you know, there was a discussion earlier about whether this survey would be in the public survey before we try to generate the consensus. Is that off the table now?

Alan Greenberg: I don't think there's enough time to do something like that. It would require a fair amount of work to rework the survey and then get it done.

If people - there was a general consensus that we should go ahead with that. And I would like to think we could do that in parallel or perhaps as part of the initial report we do. If there's a strong feeling that we should do it prior to that we can do it. But that almost guarantees that we don't do anything for Brussels. And as my understanding it's the timing.

Ron Wickersham: Yes, I would agree that it's an either or.

Alan Greenberg: I certainly think we have enough items that there was reasonable consensus on that we could start putting together some sort of plan where to go from here. That doesn't mean we don't address some of the other more marginal issues as we go along.

But I think there's some meat that we can talk about where there has been either a large consensus or a strong feeling albeit with some minority views.

Margie do you when - or you do know. When is Marika back?

Margie Milam: I think she's back by the end of this week. So next week.

Alan Greenberg: Oh I thought she was gone for two weeks, okay.

Margie Milam: Well let me check.

Alan Greenberg: Okay.

Margie Milam: Yeah. I thought it was - because she left early last week so you might be thinking of that. And she was off for...

Alan Greenberg: So this mail I got from her on Monday was not really from her. Okay.

Margie Milam: Yeah. She (asked for a email) vacation once in a while so.

Alan Greenberg: I love diligent people. But they're crazy.

Is there anyone in this group who would like to sort of as a side effort spend some time talking about how do we go forward and what to do as next steps? I think it would be more productive to put a proposal to the group rather than trying to develop it in this group as a whole.

Paul.

Paul Diaz: Yes. Thanks Alan. I agree that it would be more productive to work off a document.

To that end since Marika's not here this week and will need time to listen to the call and then some time to put it together, can I make a motion that we skip next week's meeting to give her time to do that? And then we come back whatever two weeks from today is.

Alan Greenberg: I would tend to agree but with the caveat that we probably don't have the luxury of skipping many more meetings after that because we'll only have about something - a little bit over a month until we have to start producing something for Brussels.

But I'm willing to take the next week and do some work in the background if - Paul since you put your hand up I'll ask you if you're one of those who is willing to work on something.

And Cheryl you wanted to say something or were you volunteering.

Cheryl Langdon-Orr: Oh no, I'm not volunteering.

Alan Greenberg: Oh dear.

Cheryl Langdon-Orr: In fact quite the opposite. I was saying that with the (wee) and wonderful world of Accountability and Transparency Review Team staffing in my life at the end of this week, my available space is going to suddenly shrink rapidly.

But I certainly would prefer to have a document to work on because being involved in the A&T is not going to stop me being involved in these other Work Group activities within the world of GNSO and (CSNO).

So yeah, having a document would be a great step forward. I certainly support the skip one and give time for a draft that we can then go through to be prepared.

But what I was going to suggest is that the document be along the lines of based on not only at deliberations but during extensively on where consensus or where lack of consensus is obvious from this internal survey tool. Is that we put in general and generic terms the Work Group so far has, you know, discovered this, this, this and this as issues that clearly need to be looked at further, need to be discussed, perhaps need to be, you know, blah, blah, blah. You know just a review synopsis.

But that we do run then in parallel with whatever we do with that document put out for comment or work with it in Brussels a public or more public set of survey questions having learned from the ambiguity and misinterpretation and indeed some of the questions just shouldn't be asked at all experience.'

So that when we are seeking and encouraging feedback on whatever report we put out there are some guided and clear questions, not guided in the answers but guided in the focal point that we're asking the (inverted comer) public to respond to.

Alan Greenberg: Okay. On the issues where we have moderately large consensus would you want to see in the report and the draft report alternative ways of addressing whatever the issue is?

Cheryl Langdon-Orr: If that can be brought into it without seemingly, yes so options A, B, C and D type rather than trying to look as if we're - by putting things in (iron) pledge form at this stage, yes.

Alan Greenberg: No, I said specifically options not a recommendation.

Cheryl Langdon-Orr: Yeah. I want to keep well away from recommendations. But options, yeah, because then we can get our temperature taking down from the wider community on some of those.

Alan Greenberg: Exactly. Because presumably if we do a draft report of some sort we can put it out for formal public comment or an informal...

Cheryl Langdon-Orr: Yeah.

Alan Greenberg: ...one.

Cheryl Langdon-Orr: Yeah.

Alan Greenberg: Does that sound like a reasonable way to go forward given that we're two minutes over time?

Man: Agreed.

Alan Greenberg: All right, then I will put out a call on our list for anyone else who wants to work with me on that. And barring that I may finger a few people particularly.

Cheryl Langdon-Orr: Alan I wondered how long is it likely for us to need to stay on the phone with two questions in the survey because there is only two left?

Alan Greenberg: Oh, I hadn't really looked at how far - how much there was to go.

Cheryl Langdon-Orr: You know if it's going to cost another five minutes of my day I'm more than happy to sacrifice it right now.

Alan Greenberg: All right. No one's dropped off. Let's try to do it quickly.

Margie are we still - are you still here?

Margie Milam: Yes Alan. Do you want to do the last two?

Alan Greenberg: Sure, why not.

Margie Milam: Okay, all right. Let's see.

Cheryl Langdon-Orr: Well I just like a small benchmark in the box...

((Crosstalk))

Alan Greenberg: You just wanted to do something.

Cheryl Langdon-Orr: Oh please.

Margie Milam: Okay so now we're on (52). Need to specify what happens to non-web, non-email services post-expiration, i.e. should ICANN specify what happens to all (IT port) or just those specific to web and email services.

So we got (unintelligible) saying yes, 33% saying no, 20% saying no strong view either way and then 20% was other.

And in the other we have yes, all services should stop. And then the other comment is registration and DNS has nothing whatsoever to do with Port 80 or 25.

Alan Greenberg: Well I find that interesting. Mike's answer of yes everything should stop under other is exactly why I said yes under yes. So clearly we need to word our questions a little clearer.

Michele.

Michele Neylon: It's similar to my take on the email thing. And again you have no way of knowing how many hosts and records and different types exist.

So there's no way you can possibly specify every single possible service that could be hanging off a domain name or an A record or an (SPR) record or a TXT record or any of the other wonderful records that exists or could potentially exist now or in the future within the DNS so that's why I said no.

Alan Greenberg: Other than to say nothing shall work with the possible exception of Port 80 and a splash screen.

Michele Neylon: Well it's (unintelligible) going to say that. But I mean I think it's just it's opening up a can of worms because if you're saying Port 80 is going to work the question then is for which A record.

So let's say for example, example I use sometimes if you go to log.ie you'll see a parking page. You'll think oh my God that domain's parked. If you go to b.log.ie you get to a web site.

Alan Greenberg: But that's a problem every registrar faces today and addresses one way or another either by ignoring it or by taking action.

Michele Neylon: Yeah but that's...

Alan Greenberg: Yeah.

Michele Neylon: ...why I'm saying if you start specifying as - if you specify one thing you're opening up a can of worms because it's like well let's buy another, blah, blah, blah.

But, you know, that's my thinking on it anyway.

Alan Greenberg: I guess my perspective is the web - the entire domain that is at the second level should be taken over and it shouldn't work with the possible exception of the web because we have some quote, unquote, you know, acquired rights that registrars are used to at this point.

Michele Neylon: Yeah, I think the thing there though, Alan, I mean if I take for example I can't speak for the other registrars but for example in our parking system it's not - it's just all the domains get directed to a parking service within the system. So it's just the head, the host header bit that specifies whether anything is going specific to that particular domain. So it's not actually the service related to the domain. If that kind of makes sense to you.

Alan Greenberg: I don't think it makes any difference to me.

Michele Neylon: Okay.

Alan Greenberg: Ron.

Ron Wickersham: Yes. With that clarification, I mean what I - essentially I'm saying is yes. So my other can be changed to yes.

Alan Greenberg: All right, clearly we've learned something about how to word these questions.

Margie last question.

Margie Milam: Okay. All right, 17. Do you feel that ICANN should put in place rules that such clarity is required for all registration agreements?

Alan Greenberg: I'm not sure what the context of this is.

Margie Milam: Yeah. It probably follows number 16, whatever number 16 was.

Alan Greenberg: What rule is there for ICANN in this process? Which follows 15 which is what measures could or should be taken to facilitate understanding of expiration related positions by registrants?

So what measures can be taken, what roles should ICANN take and what rules do you think ICANN should put in place.

I think the answer...

Margie Milam: For the registry.

Alan Greenberg: I think the answer is suitably (shady).

Margie Milam: Right, 30% yes, 30% no, 30% no strong view either way. And then
10% other.

And the other is the question is vague.

Alan Greenberg: And I think we should stop before anyone has a chance to upset the
beautiful symmetry of 30, 30, 30, by changing their vote.

Cheryl Langdon-Orr: I like the fact that some people just didn't even answer that
question. They do get tired by the whole thing.

Alan Greenberg: I'm sorry. Well this is the middle so they couldn't have been tired. Oh
great.

Cheryl Langdon-Orr: Oh well maybe they were.

Alan Greenberg: I'm one of the ones who didn't answer that question and I claim it was
the survey fault that I wasn't asked. I'm absolutely positive of it as a
matter of fact.

Well in fact I think this is one of the ones that was contingent on a
previous one but it doesn't...

((Crosstalk))

Cheryl Langdon-Orr: It was, yes.

Alan Greenberg: Yes.

Cheryl Langdon-Orr: Well if you said one thing it is the other.

Alan Greenberg: Blaming the technology always works. Just prior to the selective therapy.

All right no one's laughing. This meeting has clearly gone on far too long.

Cheryl Langdon-Orr: Well and Michele...

Alan Greenberg: Mike you're supposed to at least laugh at your own jokes.

Cheryl Langdon-Orr: Michele needs to say something though.

Alan Greenberg: Michele.

Michele Neylon: I go back to the education thing really. I mean I think ICANN's place as far as I'm concerned it should be able to use it's position to help educate people in general terms. I mean getting bogged down - I think the reason why I would have said no is because it's - the question is specifically related to registration agreements.

And as we've already discussed at nauseam getting absolute clarity into registration agreements is going to be a problem because they're a legal document.

But ICANN it should have a role in helping to educate people as in the public in general and, you know, again I'm happy to share all that link. I think that's something that ICANN staff should look at.

Alan Greenberg: I'll raise a question to the group, not wanting an answer at this point. How can ICANN get involved without the active participation of the intermediaries that are really the people that registrants deal with, that is the registrars, the resellers and web posters? Because ICANN is an abstract thing that's very far away from them at the time they need this information.

And again I don't - I'm not sure we can answer that question now but think about it because it really does involve the other players getting involved in the process if only to put up a pointer somewhere.

Ron.

Ron Wickersham: Yeah. I would just say this education thing has been going on even before Network Solutions had anything to do with the Internet. I mean it was proposed as part of Internet way, way back and so it's a long standing need.

Cheryl Langdon-Orr: And it's long overdue.

Alan Greenberg: Any parting comments before we adjourn?

In the absence of them, thank you very much everyone. Thank you very much Margie.

And we'll see you in two weeks.

Woman: Bye everybody.

Alan Greenberg: And a few of you we'll see before then.

 Adjourn. Bye-bye.

Man: Bye.

Man: See you guys.

Woman: Bye.

Woman: Bye.

END