

**GNSO
Post-Expiration Domain Name Recovery (PEDNR) drafting team
04 May 2010 at 18:30 UTC**

Note: The following is the output of transcribing from an audio recording of the Post Expiration Domain Name Recovery (PEDNR) drafting team teleconference on 04 May 2010 at 18:30 UTC. . Although the transcription is largely accurate, in some cases it is incomplete or inaccurate due to inaudible passages or transcription errors. It is posted as an aid to understanding the proceedings at the meeting, but should not be treated as an authoritative record. The audio is also available at:

<http://audio.icann.org/gnso/gnso-pednr-20100504.mp3>

On page:

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

Present:

Alan Greenberg – ALAC – Chair
Jeff Eckhaus RC
Cheryl Langdon-Orr - ALAC Chair
Ron Wickersham – NCUC
Shiva Muthusamy – At-Large
Paul Diaz – RC
Tatyana Khramtsova - RC
James Bladel – RC
Michele Neylon - RC
Matt Serlin – RC
Ted Suzuki – IPC (only on Adobe Connect)

Staff:

Margie Milam
Marika Konings
Glen de Saint Géry
Gisella Gruber-White

Absent apologies:

Mike O'Connor – CBUC
Karim Attoumani – GAC
Berry Cobb – CBUC

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

Gisella Gruber-White: Thank you (Kelly). Good morning, good afternoon, good evening to everyone on today's PEDNR Call on Tuesday the 4th of May. We have Allen

Greenberg, Tatiana Khramtsova, Siva Muthuswamy, Paul Diaz, Jeff Eckhaus, James Bladel, Michele Neylon, Matt Serlin, Ron Wickersham, Ted Suzuki only on Adobe Connect. From staff we have Glen de Saint Gery, Marika Konings, Margie Milam and myself Gisella Gruber-White. We have apologies from Mason Cole, Mikey O'Connor, Berry Cobb.

May I please remind everyone to state their names when speaking for transcript purposes. Thank you. Over to you Alan.

Alan Greenberg: Thank you Gisella. All right. The only item on the agenda today is to review the current draft of the - what we were calling survey results, it's turned into a new poll but based heavily on the previous one. And there is one other thing which will come up in the midst of the discussion regarding compliance - ICANN's Compliance Group's view of how to handle transfers during post-expiration.

Paul, you've got to drop off in about 25 minutes. Are there any issues you want to highlight for us before we start the going through it point by point?

Paul Diaz: Thanks Alan. No, at this point why don't we just go through because I see there are a lot of changes so let's let people go point by point. I think it's...

Alan Greenberg: All right.

Paul Diaz: ...probably the best way.

Alan Greenberg: All right. Everyone should have control of their own screen. We'll start off on - I don't think there's anything controversial on the first page other than the process followed. And the process followed was generally agreed to by the drafting team. I will say the current draft is largely mine but based heavily on the previous one, so if you don't like it, it's my fault not Marika's.

All right. Question 1, these questions have been renumbered but they're essentially the questions in most cases from the previous survey. This is the generic one on should recovery be allowed. The first response was unanimous and the options on this survey are essentially, change policy, adopt a best practice, which doesn't address the unanimous response, and the last is status quo, do nothing.

In the absence of any -- oh, Paul, yes go ahead.

Paul Diaz: Alan, just a question for the group. Did we get a formal clarification yet from ICANN Legal about making a change to the existing consensus policy, in this particular case as expired domain has been rolled into the RAA?

Alan Greenberg: No (unintelligible).

Paul Diaz: In other words, there was kind of this confusion about do we need to change a policy? Will we need to change the RAA? Is it enough that it's freestanding?

Alan Greenberg: Yes. At the time I was working on this and still now we have not gotten a formal answer. So I've generally used the - whatever the previous wording was which is often change the EDDP and occasionally change the RAA. That will have to be cleaned up if and when we get some formal determination. But at this point no, we haven't gotten an answer and I haven't tried to craft the wording to correspond to the answer we haven't gotten. Marika.

Marika Konings: This is Marika. I thought I did share the feedback on that particular issue with you and if not I'll...

Alan Greenberg: Oh, then I'll take my foot out of my mouth and let you talk.

Marika Konings: No, no, maybe I thought I sent it and I didn't because I have been talking to legal counsel about that. And I think in short if I (unintelligible) they said in principle it doesn't, you know, the working group could go either way but

maybe for clarity sake it might make sense to update the EDDP so that a new link can be provided through the ICANN Web site and language changed. But I think in principle they said that either option could be considered. But let me find the exact language and forward that to the list for everyone's review.

Alan Greenberg: Okay. If you sent it and I missed it, my apologies.

Marika Konings: No problem.

Alan Greenberg: Any other issues on Point Number 1? Okay. Number 2 is an attempt to address the issue of the timing of that for how long should the ability exist to exchange the domain name. Now I added into the issue description what we found out during the sur - the original registrar survey that we did at the beginning of this process and specifically the answers from the nine registrars, because we excluded I think it was the two GoDaddy registrars because they were identical and we merged them, the answers were 1 for 30 days, 3 for 35 and 4 for 40.

Now here I - at the last drafting team meeting we decided to try to put ranges in to identify what people wanted and I'm wondering however if instead of that it would be cleaner to simply let everyone plug a number in instead of picking a particular range. How do people feel about that?

Siva Muthuswamy: Before that, Alan, I have something to say.

Alan Greenberg: Yes, go ahead.

Siva Muthuswamy: Yes, (why are you staring at a) limit of 45 days because I already (expect) that I indicated about 90 days and whether I say 90 days or 900 days it is an opinion and why do you (unintelligible) and put another limit of 45 days?

Alan Greenberg: The reason I put...

Siva Muthuswamy: If there is an option beyond 45 days, when I (work) for the survey I will choose that option. Which is not there now.

Alan Greenberg: The reason I put a limit of 45 days is the existing EDDP requires a registrar to delete the name after 45 days. They cannot keep it on hold waiting for a recovery past 45 days. The ICANN policy forbids it. Now if...

Siva Muthuswamy: (Yes, but)...

Alan Greenberg: ...the registrar transfers it to someone else, sells it to someone else, and you come back six months later and say you want it and they're good enough to get it back for you, that's a private transaction. But that's nothing ICANN can legislate because ICANN has already said they cannot keep it for longer than 45 days. James.

Siva Muthuswamy: But has it categorically said that it cannot (be over 45 days)?

Alan Greenberg: The EDDP, the Expired Domain Deletion Policy, note the word "deletion" was passed in 2004 because registrars had been holding onto expired names longer than 45 days and the consensus policy at that point from the process that generated said 45 days they must delete. They cannot hold it longer than that.

Siva Muthuswamy: Yes. But the whole idea of this working group is to decide whether the existing policy is good or whether it requires an amendment or whether it needs to be changed. And if we're going to be constrained by the policy of 2004, what is the point of this exercise?

Alan Greenberg: Well, okay. You're voicing a voice that you'd like the option to saying more than 45, noted. Can we let James talk please?

James Bladel: Hi Alan.

Alan Greenberg: Yes.

James Bladel: James here. So I think that by just letting anyone enter a segment of time (preform) may not yield the most meaningful results. They could be all over the place and then I imagine the temptation would be there to just average them together and say, "That's the answer." I don't know that that's the best approach.

I would submit to you that the categories is probably the most meaningful approach and the categories are somewhat defined or the boundaries established in the responses to the registrar survey. So you could say for example, less than 30 days, 30 to 40 days or 40 days or more and just leave it as those three categories.

And I was going to respond to Siva but I think I will withdraw.

Alan Greenberg: Okay. And I suspect - as we're having this discussion I'm wondering should we for all questions also have a comment field, not select an other but just a comment field, which would in this case allow Siva to put in 100 days if he wishes and it may be applicable in other things for people to add things. Jeff, you're first.

Jeff Eckhaus: Okay, thanks.

Siva Muthuswamy: That would be a good option.

Alan Greenberg: Go ahead Jeff.

Jeff Eckhaus: Thanks. So here's my question on 2 because, you know, because I don't - maybe this was brought up before now that I'm sort of thinking this out. Is the minimum timeframe from which - has the ability to cover the domain name registration, and I believe you sort of addressed it in the starting point,

because say I'm a small registrar, or whatever it is, and I decide, "Hey, I can't afford the float and to, you know, since the registries, most of them are common net registrations, the registry auto renews so it gets debited from my account and I might want to delete the domains on Day 3 because I - you know, whatever it is, my financial reasons, I let registrants know that in advance saying you won't have a change, you know, the domain's been deleted."

So is the RGP included in this question saying what is the minimum timeframe? So is the RGP period taken into account on this or are you taking into account post-expiration before...

Alan Greenberg: Okay. I - there's two things. Number one, from my point of view we've always had this discussion as talking about pre-delete. So the RGP is not included. However, I thought when I was wording this I had an escape clause to cover that situation and on looking at it now I do not and there should be.

Jeff Eckhaus: Right.

Alan Greenberg: Yes.

Jeff Eckhaus: Because I would say that it would be - because I think it's going to be a tough, you know, just about how to move this forward, I think it would be a tough piece to say we're dictating how registrars how they have to manage their financial obligations but I...

((Crosstalk))

Alan Greenberg: Jeff, you don't have to belabor the point. If - when we get to a later discussion on the RGP, I mention the explicit case of early deletes.

Jeff Eckhaus: Oh, okay. (Unintelligible). All right. No problem.

Alan Greenberg: It was just missing here.

Jeff Eckhaus: Oh, no problem. Okay. I...

Alan Greenberg: It does raise the issue of no early delete and no RGP is problematic.

Jeff Eckhaus: Oh, yes. I agree with that.

Alan Greenberg: Yes.

Jeff Eckhaus: Okay. Thanks.

Alan Greenberg: Okay. Yes, it should've been there, it wasn't. Okay. Any - Michele you're on.

Michele Neylon: I'd agree with what James was saying about the kind of bands. Like for example you started there 20 days whereas I'd be happier seeing something where it's, you know, up to 30 - 30 days or less.

Alan Greenberg: Yes, I'm happy with the bands James suggested. Less than 30, 30 to 39 or 30 to 40 and 41 or more, something like that.

Michele Neylon: And also just in terms of the deletion thing. If I need to delete - if for example I have a registrant who has registered a domain that may - how can I word this - potentially cause legal issues and that the registrant has decided that (unintelligible) to expire would I be able to delete (unintelligible).

Alan Greenberg: You want a reference to an explicit delete request?

Michele Neylon: Yes, because as the registrar I don't want that domain on my accreditation any longer than I absolutely have to.

Alan Greenberg: No problem with that. I'll try to put some wording in and if I miss it, you'll find it again. Any other comments? Okay. We go on next to Question Number 3 and

we're now in this set of questions which talk about the period prior to expiration. So these are the ones leading up to expiration. The discussions are about notices and other things like that.

The first one is the reference to the current statement about number of notices and I've merged that in with the question of number - of the absolute number that people feel are appropriate. The general response the initial one was strong support that we need a little bit more clarity in the RAA. So - sorry was someone trying to speak?

Glen de Saint Gery: Only me whispering to IT. Sorry, Alan. I'm on the...

Alan Greenberg: Okay.

Glen de Saint Gery: ...call but not on the Internet.

Alan Greenberg: All right. The options are revise the language, revise the language but keep it at two, revise the language and increase the number and I put Option 3, 4, 5. I think anymore than that as a minimum would constitute ICANN formally requiring registrars to spam people and I think that may be excessive. That doesn't stop them from doing it if they choose however. And the last is maintain the status quo, leave - make no change. Any comments?

I hope you're finding these new - the new format is a little bit clearer and more logical as one reads through them. Michele.

Michele Neylon: I'm not trying to be awkward or anything but is the...

Glen de Saint Gery: Of course you are Michele.

Michele Neylon: Beg your pardon?

Glen de Saint Gery: Of course you are trying to be awkward, come on.

Alan Greenberg: We have...

Michele Neylon: I wasn't trying to be awkward. I'm just trying to deal with the realities I get hit with. If you want to increase - explicitly increase the number of notifications that are sent, I wouldn't have an issue with that in principle but I would like to see some way of capturing the idea that the registrant could opt out of that. Because the problem we've seen a lot of is where registrants decide that they don't want to renew the domain name and then are complaining to us about sending them any notifications about the domain's expiring.

Alan Greenberg: So you've just said two different things I think. One is an explicit opt out and presumably that would have to be worded so it could not be the registrar default. And the other one is if cancelled - if explicitly cancelled, reminders don't need to be sent.

Michele Neylon: Something along those lines. I mean basically the problem is that if we - as things stand at present it's up to - it's, you know if we send out notifications to people for them to renew their domain names, we actually get people complaining.

Alan Greenberg: Okay. Yes, my only comment - your requests are completely logical. I'm not sure to what extent we need the fine details in this questionnaire as opposed to in the policy should we get to the point of writing it.

Michele Neylon: Fair enough, fair enough, fair enough. I'm just (unintelligible)...

Alan Greenberg: Yes.

Michele Neylon: ...just some feedback (unintelligible).

Alan Greenberg: I'm starting to feel there should be some things that should be in footnotes and - but not necessarily asked. But we don't want people saying, "No, don't

do it,” because of these caveats. So I think your points are well taken. We’ll try to figure out how to do it properly. Paul.

Paul Diaz: Yes, thanks Alan. Just a follow-up to what Michele said. You know, we get the same set of criticisms and we provide our customers with the ability to opt out of all marketing messages. A footnote is a good idea here.

We might want to consider any changes if the consensus agrees that there should be a change that they be worded in such a way that these become sort of one of the requirements from ICANN much like the Whois - updating your Whois information. Because that’s the way that we - for those customers who say, “We don’t want any marketing stuff,” you know, we can still send them these required notifications because it comes - you know, we catch it under a requirement of ICANN.

Alan Greenberg: Yes, no, no. And if...

Paul Diaz: Handle it that way.

Alan Greenberg: ...it ends up becoming formal policy, then you have that option. I’m moderately concerned that renewal notices would be classed as marketing and therefore wouldn’t be gotten if I say I don’t want marketing.

Paul Diaz: It’s amazing some people just complain about anything even if it’s like...

Alan Greenberg: No, no, no, no.

Paul Diaz: ...“Your name was just taken down and hijacked,” and they still get mad at us.

Alan Greenberg: James, I’m not arguing that there shouldn’t be a way to get out of them. But if I tick off the box and say “no marketing” I would hope I still get renewal notices. I have ticked off the box saying “no marketing on GoDaddy” and I didn’t intend that to mean no renewal notices.

((Crosstalk))

Paul Diaz: ...getting those, right?

Alan Greenberg: Well, I don't let my names expire in general so I don't know whether I will or not. That's an interesting discussion. I think we need to have that because if things like renewal notices are classed as marketing, then we have a real problem that many people will say, "I don't want any marketing." And I'm not sure that's what they mean by it in general. But I'm not sure we can cover that in this discussion.

Any other things on 3? Then we go on to 4 and this is details of - on when the notices are sent. In the original questionnaire we had "how" and "when" merged into the same and we ended up answering the "how" in a completely different question. So I formally separated them at this point.

In the last call I tried to craft some rules about how one might say it and I think I said one message no later than 28 days and one message no later than 7 days. And I realized that that would allow a registrar to send out two notices 11 months before expiration and meet the criteria. And I don't think that was my intent. I know that wasn't my intent.

So I suggested in the drafting team call two windows. And I arbitrarily put together basically six to - you know, one window being six to four weeks and one window being a week slightly prior to expiration with enough days left so that they probably can do something even if it's a weekend. And I'm not claiming those numbers are the right ones but they seem as good as anything I could come up with for at least this level of survey.

Anyone have a problem with what we have there? And the other options of course are - another option is that if you don't like specify something in particular or status quo, do nothing.

Okay. This is the "how" part.

James Bladel: Alan. James.

Alan Greenberg: Yes, okay. Sorry. Go ahead.

James Bladel: Yes, real quickly I'm wondering - I mean I see what you're trying to do here and I'm wondering if it wouldn't be simpler to say that, you know, potentially one message goes out when there's one calendar month remaining or 30 calendar days or whatever remaining and one message goes out when there's 7 calendar days.

And then if you allow a plus or minus of one day on that target, I think that that should be, you know, without creating windows with different, you know, 56 and 28 days, I think that that might be easier to understand and easier to develop a programmatic system to generate those notices. So just my thoughts.

Alan Greenberg: Well I would have not problem with that. I put in the windows because I was trying to be as flexible and say that if a registrar is already meeting the intent but they're not sending them out at exactly those times, that they meet the new policy.

James Bladel: And then you would allow something like plus or minus a couple of days to account for weekends, holidays, et cetera, and then just kind of- I don't know. That's just my thoughts. Give you a one-month warning...

Alan Greenberg: How do other people - would other people like to see something like James is mentioning, saying one month or one week plus or minus or keep the windows? Or we could one month plus or minus a week and one week plus or minus two days or something like that. (You like wh)-- any thoughts on

whether windows or the kind of thing that James is talking about is preferable? As far as I see, they're roughly the same. Michele.

Michele Neylon: I like what James is saying. I mean windows work for me.

Alan Greenberg: Windows, saying a specific time plus or minus, as opposed to the type of window that I mentioned? I essentially said six weeks plus or minus two weeks and seven days plus or minus four days and one week plus or minus four days. It was phrasing it differently.

James Bladel: Real quickly, Alan, I think that something like that would be much simpler for compliance to test and enforce. If a registrar is not doing it, I think it would be somewhat more obvious so that's the only reason I'm holding it out there.

Alan Greenberg: Okay. Cheryl.

Cheryl Langdon-Orr: Thanks Alan. I like the idea of the plus and minus a couple of days. And certainly from my own experiences not just in my portfolio but also in my clients they tend to only react when it's getting - they don't react to the 60 and 90 day ones. If it's a perfect world, they may react to the 30 day one but to be honest it's the seven day one that they tend to react to in terms of renewal notices. So I think if we also make realistic windows, that's going to help as well.

Alan Greenberg: Okay. Well right now there's two proposals on the table. There's mine, which is essentially six weeks plus or minus two weeks. And one week plus or minus three days or roughly. And James suggested four weeks plus or minus a few days or a week and one week plus or minus two days.

I see them roughly equivalent. I have no problem...

Cheryl Langdon-Orr: (Well Al)-

Alan Greenberg: I have no problem using either of them. There's several people who have said James' is better, so we'll take his.

Cheryl Langdon-Orr: Yes, I'm coming down on the James' is better side.

Alan Greenberg: Okay.

Cheryl Langdon-Orr: Maybe a billing cycle, you tend to thinking 30, 21 days.

Alan Greenberg: Okay.

Cheryl Langdon-Orr: On the other side of 30 you tend to ignore it.

Alan Greenberg: Okay. So the one month plus or minus a few days or plus or minus a week.

Cheryl Langdon-Orr: I'm ambivalent on that.

Alan Greenberg: Michele?

Michele Neylon: The billing cycle thing is very pertinent. Most - we would deal with a loss of companies who are used to the dealing - used to the concept of 30-day increments.

Alan Greenberg: Okay.

Michele Neylon: So moving it beyond the 30 days I mean James would say it, I don't know what Paul or the others would have in their own experience, but from our experience, you know, anything, you know, 60-day notifications about things people are kind of scratching their heads going, "Why the hell are you telling me about this?" Whereas, as Cheryl said, they're going to act probably a week or so before the expiry if they're going to act at all.

Alan Greenberg: Okay. You don't have to sell me. As far as I'm concerned it's changed unless anyone insists that we keep the options that I provided. Okay. One month plus or minus a week, one week plus or minus three days I guess to cover weekends. All right. No hands up.

We'll go on the Question Number 5. This is the question of how notices should be sent. This is the one where we had a huge laundry list of potential suggestions and I ended up keeping the laundry list without trying to evaluate which made sense, which don't and put them into three options -- either they are recommended, the RAA requires; B, they are recommended as best practices; or C -- and I added a new one -- sorry. I seem to have B and C the same at this point. I'm going to have to go back to the original documents and see what the C was. Michele is your hand new or the old one?

Michele Neylon: New. It's new.

Alan Greenberg: Okay.

Michele Neylon: Just looking at your list of options there, referring to a specific service such as Twitter I would be strongly against on the basis that we have no way of knowing if Twitter will exist in three weeks' time let alone in two years' time. The same with SMS, again, while it's less likely that SMS as a technology is going to disappear, I would be wary of tying down to a specific technology. I prefer to use...

Alan Greenberg: Text message.

Michele Neylon: ...maybe text message - something like text message possibly. And the Twitter one I think - I know what you're trying for. But if you're going to be looking at doing something which involves a change to a policy or to an RAA, we need to look at something a little more vague I suppose.

Alan Greenberg: To be quite candid I cannot imagine this getting to the stage where the RAA says, "You must use Twitter." But I'm happy to take it out anyway.

Michele Neylon: Yes. It's just, you know (the thing is I'm)...

Alan Greenberg: Twitter's just a form of text messaging.

Michele Neylon: Well (this is the)...

Alan Greenberg: That's going to upset a bunch of people.

Michele Neylon: Yes, exactly. That's going to happen anyway, so, you know.

Alan Greenberg: James.

James Bladel: Yes, just to reiterate what Michele said just a little bit here. I think that some of these are predicated on the idea that the SMS path has been provided or that the registrant or RAE is a fan of or is following the registrar on various social networks. And I would love for that to be the case for all of our customers but I can't guarantee that so I disagree with Michele that putting it into a policy probably requires too much action on the part of the RAE.

Alan Greenberg: As I said, I can't imagine this particular laundry list getting there. Okay. I owe you a statement of what Option C really was. It may simply be status quo. I have to go back to my original documents. I would suggest that I send out via email what the Option C is and I send out this revised list, the revised (meaning) SMSs replaced by text message and Twitter disappears and let's do some comments on email to refine this list.

I don't want to spend too much time in the full meeting here talking about this level of detail. But I think we want a reasonable list for this questionnaire. Remember this is not the policy, this is a poll and the draft report. Ron.

Ron Wickersham: Yes, just reminding you that if it's not specifically stated in the RAA, then you don't have to change it in order to produce a best practices. And you've talked, or the group has talked between specific changes and document that says best practices and that gets murky when we try to say one way to do it.

Alan Greenberg: Well indeed. And as I said, I left this option in as part of the policy because that's the general form of our questions. I can't imagine this one coming out like that in the ones that were very specific. There are other ones here about, you know, for instance try to - the registrar should insist that at least one email contact does not use the domain that is being registered. And I see that as perhaps a reasonable RAA amendment. Again, I'm not trying to tell you whether it's there or not but I think that's a reasonable one.

The other thing which I mention later on and we may want something about it in the preamble when we talk about best practices, there's an informal level of best practice that is documented somewhere that registrars can look at. The other thing and I'd like - I'll later on ask for Cheryl's input but I'll just mention it now because it may apply here of some sort of - Cheryl what's the right terminology for a code of standards that registrars as a group can set up and then any of them can endorse it and say they follow it and get the little logo or ICANN on their site?

Michele Neylon: Cheryl's gone, Alan.

Alan Greenberg: Ah. Cheryl is gone.

Gisella Gruber-White: Cheryl's disconnected.

Alan Greenberg: Okay. Well we'll talk to her later. Okay. So I'll follow up this one on email and we'll continue that at that point.

Question Number 6, should measures be implemented to ensure that registrants are aware that their - if their contact information is not up to date,

they will not receive notices. Now in our original prior discussion this was the question that elicited all of those range of how to notify them but didn't really address the actual question of how do we make sure that registrants understand.

And so I reworked this in a way I think makes some sense but it hasn't really been formally discussed. And the options that I've given again as either policy or recommended is for web based applications that we need a - the registrar needs a positive acknowledgement, you know, tick here or you can't proceed with the registration, that inaccurate or insufficient information could lead to loss of the domain.

And for web based applications the registrar will point to an ICANN tutorial on the issue and that's something we talked about before of ICANN doing something like that and of course we need an option to point to it. Michele.

Michele Neylon: Is this in reference to at the time of registration or somewhere else?

Alan Greenberg: At the time of registration or renewal, yes.

Michele Neylon: (Well obviously) they're two different things. Because at the time...

Recording: (Speaking in Foreign Language). The subscriber's phone is switched off or out of the coverage.

Michele Neylon: Hello?

Alan Greenberg: Hello.

Recording: (Speaking in Foreign Language)...

Alan Greenberg: Thank you whoever did that. And Tatiana disconnected at the same time so that may have been her line. Okay. Go ahead Michele before it happens again.

Michele Neylon: Okay. Just because at the time of reminder it may not be web based. Because let's say for example if a registrant is paying by credit card and they have a credit card on the billing system of the registrar, if they don't explicitly remove the auto-renew, or whatever functionality is provided by the registrar, then the domain will automatically renew. There's nothing interactive about it.

Alan Greenberg: And...

Michele Neylon: Do you understand that?

Alan Greenberg: I understand that and that's why I worded these to imply perhaps poorly that the rule only applies if there's a Web interaction going on.

Michele Neylon: Oh, I see what you mean. Okay, that's fair enough. Sorry, Alan. I just wasn't very clear to me (at the time).

Alan Greenberg: Yes. I mean if I go into your system to renew, you've got to remind me again because at that point I may have completely obsolete information. On the other hand if it's done automatically, then life is hard and we don't get a chance to tell you.

Michele Neylon: That's fine. That's fine. It just wasn't clear to me at that...

Alan Greenberg: Okay.

Michele Neylon: ...point to the process...

Alan Greenberg: Okay.

Michele Neylon: ...you were referring to. Sorry.

Alan Greenberg: No other hands. We'll go on to the next one. We're now into the area of post-expiration. And I have a note saying that there's a preamble which was I think Question Number 5 which really said should there be additional measures but we never got into - that particular question didn't address them so I moved that into a preamble, not a question.

And I note that's the only place in the survey we use the buzzword "auto-renew grace period." And I didn't have time when I was doing this to try to clean that up but I think we need to remove it from this questionnaire if it's to have meaning.

I just noticed that Marika sent me a notice that on the one about various ways of sending email Option C should've been do nothing. Unfortunately I don't - I'm working from a paper document here so I haven't been following the chat. If there's something that's really important to say, someone should have to tell me. And Cheryl also said she's gone.

Okay. All right. The post-expiration the first on is Whois. Now there were two different issues that we talked about on Whois. One is the actual EPP status which is reflected in the Whois and the other is a more general some sort of dialogue or other information in the Whois that will tell a registrant exactly what's going on. And I've tried to generalize the question to reflect both situations, that is not being specific in how to implement it but the general message should be that the - when you look at Whois it's clear what's happening. And the two options are either we do it or we don't.

I added the caveat that it's understood that this is likely - will likely require EPP changes and just to make sure that people say, "Oh, didn't you realize that's going to be really difficult?" And I think the answer is, "Yes, we realize it might be difficult but the E in EPP is for extensible so maybe we need to extense," if that's a word. Michele.

Michele Neylon: Yes, I think - I mean look, if changes are required, then so be it. I mean there is no reason why the sacred cow of EPP shouldn't be modified if it makes like easier for registrars, registrants and registries.

Alan Greenberg: I think the timing of VeriSigns.net domain exchange our step request was very timely. It demonstrated that registrars have no problem with EPP changes - registries, if they see some reason for.

Michele Neylon: Well in many cases the registries are pushing through changes for their requirements and their needs. So for example VeriSign changed the EPP key format a few months ago. And it wasn't a question of whether the registrars had any choice in the matter, we were simply told, "This is changing. You need to update your system so that you generate an EPP key using this particular algorithm." So, you know, it should be...

Alan Greenberg: I think we have...

Michele Neylon: It should be (unintelligible)...

Alan Greenberg: I think we have unanimity in this working group at this point. It may be the only thing we have unanimity on. The threat of an EPP change is not enough reason not to do it.

Michele Neylon: Exactly.

Alan Greenberg: All right. Now our post-expiration notice is required. And I tried to raise the issue that there's a question of whether there is a contract go on or not and some registrars have raised that issue. And I also tried to cover the issue that Michele mentioned of there are situations where there is not opportunity to renew and post-expiration notices make no sense at that point.

And I gave the - as options one message or two messages again. I can't see mandating more than that although I could see any given registrar deciding to do more. And with the three variance policy best practice or status quo, do nothing. Any comments? None.

All right. Now we go into the discussion of what happens to the various uses of the domain name when DNS queries are done. And I've broken it down into the two most common ones that come up in discussion. One is the Web and the second is email and then a catchall for everything else. And here I - you'll notice I have a question of when registrars right now have a splash page perhaps monetized, perhaps not or for that matter for a parked domain, do registrars tend to cover https Port 443 or do they only do Port 80 on encrypted?

Anyone on the call know because it would be useful to know whether it's a varying practice it's universal to ignore the secure port or everyone always does it? Michele.

Michele Neylon: I don't think any - I can only speak from what I've seen myself. I mean we probably wouldn't do anything with Port 443 because if we start doing something with Port 443, then what are we going to do with the other I don't know how many ports that are - that could potentially exist?

Alan Greenberg: Port 443 is the only common one that's used, you know, that one often gets requests for. That is you will very often find...

Michele Neylon: (Unintelligible).

Alan Greenberg: ...you'll find a link to another page pointing to a domain with an https.

Michele Neylon: No, I understand what you're saying, Alan, but the point - what I'm trying to say to you is that once you move away Port 80 fine, but you could be using any number of other ports. And you've also got the thing there about

(bla).domain.tld and that really depends on how the registrar has handled it technically because to be able to capture every single sub-domain or potential sub-domain you'd have to create a wild card record in DNS to do it.

Alan Greenberg: Yes. No, no, the gist of those two highlighted ones were not to try to sell what we should do but just for information to start the process of what do registrars tend to do right now. And in both cases I know technically they're possible. The question is do people do it or not and I really don't know the answer to that. Do we have - James, yes.

James Bladel: Just pointing out that I'd run some tests while you and Michele were speaking and not only does it not - it seems to time out on https. As well as I think - I'm not an expert on this SSL but I think that that might possibly open up some interesting inconsistencies in how the browser would handle that and whether it would just, you know, say it was an untrusted site or something like that. So, you know, I'm not really sure how that would work but I think keeping it at Port 80 is probably the most simplest and the most sane approach.

Alan Greenberg: Yes, what I wanted - the reason I was asking is if there was a fair body of people who did 443, then I would want to allow that, you know, that is not disallow it.

James Bladel: So we should set Port 80 as the recommendation and that any other ports of course are at the registrar's discretion.

Alan Greenberg: Well but the other ports we're going to cover in recommending that they stop working because they're not web based ports by default. Okay. I think it's something we need to go a little bit wider into our more common registrars and get a definitive answer saying, "We don't do it," or, "We do do it," just to have some idea that we can set reasonable policy again assuming we end up with policy that we set a reasonable one.

And the same is true for the sub-domain one. It's certainly possible, the question is, is that what people normally do or not? And I don't think we need to discuss it right now but I will follow up on email and try to get some answers from some - a number of registrars. Michele, is that a new hand?

Michele Neylon: Yes, it is. And I just tested a domain that I know is expired with another registrar, one of the larger ones, and the wild carding seems to - it seems to have implemented the wild carding but I'm still waiting for my browser to do something with https.

Alan Greenberg: Okay. So it's likely there's nothing listening and it's going to time out.

Michele Neylon: It will probably time out. I mean based on the kind of - like from our own system I would suspect that if you do attempt to https on any domain that isn't resolving to a Web address, https on our end will probably time out and I suspect a lot of others will have the same thing. And as James said, you're going to have all sorts of interesting messages appearing in browsers about untrusted God knows what and blah, blah, blah. So...

Alan Greenberg: I don't think so because anyone can host a secure page.

Michele Neylon: No, no. It will give you back an error about SSL cert because...

Alan Greenberg: You're right. You're right. Sorry. (Unintelligible). I'm blathering, you're right. There is an issue there and that's the reason why people don't do it because the certificate will not be found for that site.

Michele Neylon: Exactly.

Alan Greenberg: Okay. I - so that's a security issue. And the second one I suspect - the practice varies but I suspect commonly there is a wild card. I mean again if it's only for the interest of monetization, you want to catch as many pages

as possible. So I suspect from that perspective it probably is generally done. We need to follow up a little bit on it.

But, okay, let's get on to the recommendation in general is that the options are a policy that says, "The domain must stop working after some reasonable number of days." And the reasonable number of days I think we need to specify to give registrars a little bit of latitude in that, you know, don't penalize them for not doing it within three microseconds. On the other hand it should be a short enough number - time in my mind that it's a useful method of notifying the registrar, the registrant.

Ron, you had your hand up and then put it back.

Ron Wickersham: Well it was just on the previous thing of 443. I mean virtual hosting let's say with Apache works for Port 80 or for any other port. But for - but the mechanism of SSL requires a specific IP address so you can't share a given single IP address with (name) virtual hosting for SSL verification. So that makes a very complicated thing for a registrar to try to handle 443 I think.

Alan Greenberg: Yes. Again, I wasn't trying to advocate it. I just wanted to know if they do it by default and where we seem to be in the conversation is there are technical reasons why they don't and probably can't do it. So I, you know, that's gone now. It was something that crossed my mind as I was drafting this.

Any discussion on the recommendation and can we define several days to let's say three? Is that reasonable? Or two? James your - GoDaddy I think is one of the registrars that explicitly keeps the domain live for a few days and presumably that's a courtesy to registrants if there is a credit card authorization problem or something like that. And that is don't take the name down if you're actually in the midst perhaps of fixing...

Michele Neylon: Alan, James is gone.

Alan Greenberg: ...the expiration. Sorry? James is on mute.

Michele Neylon: James is gone. No, he's gone.

Alan Greenberg: You're right. He's gone. Any other comments on it? I'll ask him explicitly on that one. But I think if we say plus or minus or within two days, is that reasonable? I don't like the term "several." It's too undefined. Ron.

Ron Wickersham: Yes, this is Ron again.

Alan Greenberg: Go ahead.

Ron Wickersham: Yes. I think when you made the reference to if you're in communication with the expired domain name holder then that should be allowed to have any options - it's - the issue comes up if you're unable to contact, what should be the requirement for doing it. But if you're in contact with the person then that - you can work it out between yourselves. I don't think the policy has to say what has to do when you're in contact.

Alan Greenberg: I'm not quite sure how one would word "in contact" which implies to me that there's bi-directional discussion going on as opposed to unidirectional.

Ron Wickersham: That's correct. That's what I mean, yes. (Unintelligible).

Alan Greenberg: But I understand the intent of what you're saying and I suspect we should try to get some words from registrars who can perhaps give us some words that we can use in that. But I agree with the concept. Anything else on 9?

All right. Email is the next issue and this one is a difficult one in that partly our own - the problem we brought onto ourselves is we gave a number of options in the first survey which are likely impractical and many are impossible in the more general sense.

So here I try to refine it to something which I think is implementable and will achieve the desired end and the recommendation essentially is to within a sum number of days the similar situation to the previous one, make it stop working. And the other options of course are best practice or status quo.

Any comments? I know Siva had some concerns with that. Is there anyone else who feels uncomfortable at this point with this direction? Is there anyone still on the call except Michele and me and Ron? No other comments? Then it stands.

Michele Neylon: Can I voice my support of this?

Alan Greenberg: Yes, please. Otherwise I'm just a voice (unintelligible).

Michele Neylon: No, no. I mean from my perspective the Option A and Option B both make perfect sense to me.

Alan Greenberg: Okay.

Michele Neylon: Anything beyond that doesn't make much sense to me.

Alan Greenberg: Yes, I mean I'm sympathetic with the argument that email is important to people and you don't want to interrupt it unless you absolutely have to. But if the alternative is three weeks later it not only disappears but it disappears permanently with no additional notice and someone else may be in the position to intercept your email, I think going dead for awhile is a better option.

Michele Neylon: Alan, I've got - I get email but I (care to) disable email in several domains simply because the previous owners of the domains never paid their bills to their suppliers. I mean the thing is if you want to - if email is so important to you, then you need to make sure that the domain is renewed.

Alan Greenberg: Yes.

Michele Neylon: So if your email is that important to you, then surely reading the bills from your suppliers is also important and surely you're capable of acting on those in a timely fashion. So I...

Alan Greenberg: The - Michele I...

Siva Muthuswamy: Alan.

Alan Greenberg: Yes, in a moment Siva. Michele I think that's a little bit going too far because if nothing else we already in an earlier one said you should really use another domain for expiration notices other than the domain in question. And that of course could be an email address at your ISP where you lived last and you've since moved.

So people don't get messages for valid reasons not only because they're likely ignoring them. So...

Michele Neylon: I mean this is part of the thing I have with the idea that people should use another email address for the domain because if they - what commonly happens is that somebody might be using a free Gmail or a Hotmail or their ISP email address but once they start using an actual domain name, they'll stop checking that email. So in some respects it's actually - it's a circular problem. It's (unintelligible).

Alan Greenberg: Well pre-expiration it's better to use one that we know is working, post-expiration it's exactly the opposite.

Michele Neylon: Yes, it's a bit of an awkward (one anyway).

Alan Greenberg: I think we should - every time you register a domain name we should get a tether onto your nose and they can just yank it.

Michele Neylon: Tempting.

Alan Greenberg: May be hard over the Internet. Siva, you had a comment.

Siva Muthuswamy: Yes, Michele was saying that if a person has not been (listed) in (unintelligible) domain, email is not important (for him). I would rather not assume that a person (unintelligible) the new domain for various reasons and email to him is in any day very, very important. So we should give few considerations to email functionality.

Michele Neylon: Siva, I'll have to disagree with you. I mean if the email is important to them, then they need to make sure that they're paying for the service that provides them with the email. That's like - I mean I like having a roof over my head but I know damn well if I don't pay my landlord my rent, I'll end up out in the street.

It's the same with my office. You know, if I don't pay the rent for my office, I can hardly expect to have use of it. If I don't pay my electricity bill, they will cut me off. It's the same for my gas bill. I mean...

((Crosstalk))

Michele Neylon: ...I need gas for cooking. I mean if I don't pay for these services, how can I expect somebody to provide them to me for free.

Siva Muthuswamy: (Unintelligible).

Alan Greenberg: Siva, let me ask you a very explicit question. You're suggesting that after expiration the registrar attempt to leave email working, is that correct?

Siva Muthuswamy: Not - I don't imply indefinitely.

Alan Greenberg: No, no, no. I'm not talking indefinitely. I'm talking within the first 30 or 45 days.

Siva Muthuswamy: For the first 30 or 45 days I think the email should continue working.

Alan Greenberg: Okay, fine. I just...

Siva Muthuswamy: And if the registrar does not have (spaces in its sell list) then an alternate technical solution can be found.

Alan Greenberg: No, no. I just wanted to make sure I understood your position. Now I have a question. If you are the registrant for this particular domain, which is being used for email...

Siva Muthuswamy: Okay.

Alan Greenberg: ...the domain has expired, you have not renewed it, you have ignored or did not receive all the previous messages...

Siva Muthuswamy: Yes, but it can happen in so many situations. One, I'm not officially in charge of renewing my domain name. Someone else in my company is in charge. And...

Alan Greenberg: No, no, no. I...

Siva Muthuswamy: ...another, even if I'm supposed to renew domain names myself, I sometimes forget.

Alan Greenberg: No, no. You have - Siva please let me finish the question.

Siva Muthuswamy: Okay.

Alan Greenberg: The question is if you have - you are using this domain for email, you have not renewed it, it has expired but you don't want us to cut it off. What will happen in the next 30 or 45 days or 50 days, whatever, which will make you suddenly realize that you have to pay the fee? Because within a small number of days, 30, 40, 50, 100, whichever we decide on, that domain will go away permanently.

Siva Muthuswamy: Yes, I know that but (unintelligible).

Alan Greenberg: And if you get...

Siva Muthuswamy: I'll at least notice within the next 30 days or 45 that something...

Alan Greenberg: How will you notice if it keeps on working?

Siva Muthuswamy: Because you keep sending notices. We are talking about reminders being sent to the registrant and one reminder or another will invariably catch my attention and I'll (wake up).

Alan Greenberg: Not if the reminders are going to somebody who left your company as you just said. If they're going to the accountant and the accountant left, that mail is going nowhere.

Siva Muthuswamy: No, I didn't say that the person would've left.

Alan Greenberg: Okay.

Siva Muthuswamy: I'm saying that someone else is in charge and he's not so careful. That's what I implied.

Alan Greenberg: Okay. Siva, we're going to run out of time. I'd like to continue this discussion on email.

Siva Muthuswamy: Okay.

Alan Greenberg: Okay. And Michele if this is a new subject fine, if it's a new rebuttal, let's defer it to email.

Michele Neylon: Well all I wanted to say is just one small thing. It's, you know, if we disable the Web, that's fine for a domain where they're using the Web. But if the domain is only being used for email you get back to the same thing. So I don't know. If you can just continue this on the email but I don't think there's going to be agreement on this point.

Alan Greenberg: Okay. Let's go on. And the next question is for other services. That is we're not specifying, it's not Port 80 and it's not deemed to be email. Whether it is an SQL server or whether it's an FTP server or whether it's a gaming site using a random port or a moving port, doesn't matter.

The question being posed here is if the registrar has the option of allowing it to stay working or breaking it, what should they do and A says break it. B says best practice, break it. C says whatever happens, happens and it's not a matter of policy.

Again, I'm of the opinion that you need to break everything because that's what may cause someone to realize there is a problem. Any support against it? Any support for it?

Michele Neylon: Can I just say I support it?

Alan Greenberg: I love it when you say that Michele.

Michele Neylon: I mean Alan it's, you know, in many respects if you're giving me an option between A, B and C, I'll probably opt for any one of the three. I don't have any strong feelings towards it because in many respects I see other services

as being moot for a lot of these things. (Unintelligible). No, I mean I don't have any - I support (it anyway).

Alan Greenberg: Okay. I mean - I don't know. I was going to make an irreverent comment but I won't. All right.

Michele Neylon: Oh, go on. You know you want to.

Alan Greenberg: No. I'm going to...

Michele Neylon: I can't beat you up at this distance, Alan.

Alan Greenberg: We won't try. Okay. Question 15 is, what happens with a transfer during the expiration period? Now if you remember correctly - Marika, can we get up on the comment there? Okay. If you remember correctly at the last meeting, the status was we had been pointed to a compliance notice from a year and a half ago that says registrars may not refuse a request to transfer during expiration except in a number of extreme cases.

And the question came up is - what if the registrant does not have the ability to request the transfer either because they have been cut off on the registrars web based system or they cannot request - they cannot change the status to a way that the receiving registrar can enact the transfer? There's a whole host of reasons that they cannot make the request. And the answer that came back from compliance I'm going to try to summarize it but Marika tell me if I'm going past the bounds of reasonableness.

Essentially it says it's not our problem. That what happens past expiration is governed by the registration agreement and it is not our problem to ensure that the registrant has a way of talking to the registrar and making the request. And I agree that that is - there is the situation under current policy. I'm not happy that that's the interpretation of it but it probably is the letter of the law.

Marika was that a fair summary? I'm clearly...

Marika Konings: Yes.

Alan Greenberg: ...negative on this but I'm trying to not put words in someone's mouth.

Marika Konings: Yes. This is Marika. I think that you're correct that there's no policy or contractual obligation at that point that are enclaved apart from of course a scenario that's described in the advisory where a transfer has already been initiated. There are certain rules that...

Alan Greenberg: Or questions.

Marika Konings: ...dictate when, you know, that you cannot deny a transfer in certain circumstances amongst which if you haven't paid yet for the future registration period. That's (unintelligible) correct.

Alan Greenberg: Yes. No, they can deny it if you haven't paid for the previous one but you don't have to pay for the current - for the one starting now.

Marika Konings: Yes.

Alan Greenberg: Yes. Ron.

Ron Wickersham: (Unintelligible) the final sentence my own experiences, is that the person who responded to the - the person from compliance responding that it's their own experience or...

Alan Greenberg: I...

Marika Konings: This is Marika. Maybe (unintelligible) because I specifically asked as well whether they're aware of any instances or many complaints related to this

kind of scenario. And actually I didn't put the first part of the feedback there and they actually reviewed the complaints I think received between June and December of last year and they couldn't actually find any complaint that's related to this specific scenario in which a registrant tries to transfer domain name following expiration and cannot do so because, you know, either he or she is no longer listed as the registrant in the Whois details or the losing registrar refuses to cooperate as they don't consider the registrant anymore the legitimate registrant because the contract - or the agreement has expired.

So I think that's why that sentence was added basically saying that, you know, no complaints because they (suggest that they already initiated) before that time.

Alan Greenberg: I guess my inclination at this point it to put the question in the survey, you know, stating what the current situation is and asking, "Do we want to enact policy requiring a registrar to allow a request for transfer during the RGP period?"

Michele Neylon: Just based on our own experiences I mean what we would do if people are trying to transfer domains to us as the gaming registrar, we would first off encourage them to initiate that as well in advance of the renewal date as possible.

And secondly if the domain is about to expire, even if there's only a few - like say, I don't know, less than a week to expiry we would generally suggest that they renew the domain with the current registrar. Because apart from anything else, there can be issues with EPP keys or people having odd contact details that aren't 100% up to date, et cetera, et cetera, et cetera. And - but you know, obviously if initiated the transfer before the domain's expiry then it's no longer an issue. Once it's gone past a certain point, it will automatically be into that five-day thing.

Alan Greenberg: I'm assuming, and I have no personal experience on this, that we're talking about a situation where the registrant intends to renew otherwise there's no point in transferring to a new registrar but they do not want to renew with that particular registrar of record right now. And I'm presuming that only happens if there has been a major philosophical split or the terms and conditions that the registrar is requesting for this renewal are deemed to be outrageous by the registrant.

Michele Neylon: Well the thing (unintelligible).

Alan Greenberg: I mean I'm assuming those are the only two rationales for why you would want to do it now and not a week from now.

Michele Neylon: The only thing I would say is I mean look, if you're going to - there's nothing to stop somebody from renewing the domain with Registrar A the day of its expiry and then transferring to Registrar B.

Recording: (Speaking in Foreign Language).

Alan Greenberg: Michele, unless of course the current registrar of record is asking an outrageous price for renewal. And I'm not saying that happens. I'm just saying that's about...

Michele Neylon: Oh, yes (unintelligible).

Alan Greenberg: ...the only rationale. You know, you want to renew? \$400 please. We've got you by the symbolic body parts.

Michele Neylon: (Unintelligible). If the registrar is charging those kind of rates on renewal compared to registration, I suspect that they're going to be having other issues with compliance.

Alan Greenberg: They may well but that doesn't address the registrant's issue of the day.

Michele Neylon: Well not directly but if the registrar in question were doing - let's use, let's say odd things, then I suspect that there would be a lot more going on there than just...

Alan Greenberg: Yes. I suspect the situation happens in the scenario which is certainly not the norm but there is abundant anecdotal evidence that it happens, that is a domain expires because of the semantics of the name or because of the initial results for monetization the registrar or reseller realizes that it has high value and charges the registrant a much larger amount to renew. Now how often that happens we don't know but we know it happens on occasion. And that's a rationale for transferring.

Siva Muthuswamy: Alan, the situation of registrar not being open to communication for a certain period, this can be tackled by making registrars open for communication to another registrar on behalf of the registrant. So this can be handled in a much better way at the registrar level - at the (enter) registrar level (unintelligible).

Alan Greenberg: I'm not sure how one would do that contractually.

Siva Muthuswamy: Yes, the registrant authorizes new registrar to take over the domain and then that new registrar approaches the previous registrar and takes over, as simple as that.

Alan Greenberg: I think the actual mechanics are perhaps a little bit more difficult. All right. Is there any objection to me trying to word something here and again putting it on email and, you know, trying to judge between now and the next week whether it goes ahead or not?

Michele Neylon: Put something in, Alan.

Alan Greenberg: Yes, okay.

Michele Neylon: I mean we'll just disagree with it if we don't like it.

Alan Greenberg: Yes. Okay. Next section is contractual conditions. This is the one that had to do with the actual registration agreements. The first one is the one on where to find the renewal information. And I've tried to word something that talks about the options of ICANN putting in place rules, best practices or status quo. And this is one where I was asking Cheryl and I'll do it offline with her to try to put in some words.

Now in the issue I was trying to replicate the kind of discussion that we've had here a number of times of registrars using arguments that you cannot use very simple clean language because there are legal constraints and legal advice on the registrar side saying we have to cover ourselves. Now I don't want to use words like that in this document. Is there anyone in the registrar community - and I'm not sure who's left here other than Michele.

Michele Neylon: Just me.

Alan Greenberg: Just you. Okay. I'll ask this one explicitly in email because I don't want to put you on the spot here. But if we can have...

Michele Neylon: I probably wouldn't be able to answer you anyway.

Alan Greenberg: Well you are one of the ones that has made the argument but I don't think I'm going to ask you to speak on behalf of all registrars.

Michele Neylon: No, please don't.

Alan Greenberg: I think it is an issue that's been brought up time and time again and I don't think we can pretend it is not being raised but I'm trying to find some diplomatic words in which to phrase it.

Michele Neylon: I think there are two things Alan. One is in relation to the registration agreement, once you put the words - when you specify registration agreement, then you're into the legal quagmire. Whereas information on a registrar's Web site, like we have a Wiki, we have an FAQ, we have a bunch of other things and, you know, whoever wants to put information on there from our staff can do so. I'm sure some of the registrars probably have people who are specialized in (unintelligible) documentation.

Alan Greenberg: Oh, they do indeed. And the "good guys" as it were, do that. The question is we are looking for policy for the guys who aren't good.

Michele Neylon: Exactly. Exactly.

Alan Greenberg: And I mean you just made the statement again saying, you know, in the legal document we have to do such and such. And, you know, there are examples in the world where legal documents are written differently. But I'm just trying to get that statement made in a way that does not sound pejorative but reflect the situation.

Michele Neylon: (Unintelligible) in the issue section there. You're saying just (clear your slate) of a registrar Web site. See, that I don't have any issue with because you're not mandating where.

Alan Greenberg: Yes. I'm - if you remember correctly in the discussion leading up to this one, the initial discussion was things like clearly displayed on the Web site and because we could not define "clear," the group almost unanimously said, "Put it in the registration agreement." And then that brings back the whole issue of the registration agreements are obscure and difficult to understand.

You know, I have no problem at all if we were to change this completely and say it doesn't go in the agreement. I mean you can put it in the agreement if you want but the "clearly" on the Web site is really the issue. But there was a

strong desire from this group, you know, with people who aren't here at the moment that we do put it in the registration agreement. So...

Michele Neylon: Maybe it's something best to follow up on the (list), Alan.

Alan Greenberg: Yes. Okay. The cost of - where to find the cost of recovery there, you know, it's a similar sort of question. Recovery grace period - redemption grace period is the last one. And this is a difficult one. The redemption grace period came in in 2002 or '03. If you talked to people at the time, everyone thought it was going to become a consensus policy but no one actually did the footwork to do that and therefore it isn't a consensus policy.

The only registries that have adopted it are the most of the non-sponsored ones with the exception of (name and pro) and one of the sponsored ones. And the question is where does that leave us in with respect to the new gTLDs which are going to be coming on board? It's hard to imagine that any of them or certainly many of them will adopt the RGP as a voluntary service if it's not required. I think we'll see the exact same situation. I think Paul's words are, "There's no reason to believe history won't repeat itself." And we then have an awkward problem do we.

So the numbers from .com and .org and .net say that the usage is not heavy but it's non-trivial. And my inclination is to say that we go ahead and try to make it a policy at this point since we're not likely - there's not likely to be any other process.

Any thoughts Michele since you and I seem to be having the discussion. Well Ron is still here though. Go ahead Ron.

Michele Neylon: Ron's agreeing with (unintelligible).

Alan Greenberg: Ron is agreeing. He's agreeing that we should try to make it a policy. The question is giving the background there and simply saying do it or don't do it. I personally would like to see it happen but...

Michele Neylon: The only problem I would have is if there's an exception.

Alan Greenberg: Is...

Michele Neylon: If you introduce an exception - you've got here possibly as an exception allowed for some gTLDs and I don't see how that will help.

Alan Greenberg: I guess what I was getting at and, you know, I was trying to cover the objections which we haven't - where we haven't had the discussion yet is are there currently or will there be gTLDs where the concept just doesn't make sense because of how the gTLD will be managed or used. You know, think of it as in .museum or something like that, you know, where there's an accreditation process. It's not people applying out of the blue.

And I just don't know enough about the business models to say is that putting an onerous stress on them to have them implement something which just doesn't make any sense in their business model. And I don't know the answer which is why I said I think we need to have a discussion with the registries since we don't have any on this call - on these calls.

Michele Neylon: Yes, I mean I - Ron has something to say.

Alan Greenberg: Yes, go ahead Ron.

Ron Wickersham: Yes, well just from the point of view that it's a small number. Nothing in what we would propose would suggest that they have to do it programmatically. They just have to offer it even with a telephone call. So (unintelligible)...

Recording: (Speaking in Foreign Language).

Ron Wickersham: If it's a small .museum one, then it may only come up once every five years.
So handling that manually shouldn't be burdensome.

Alan Greenberg: Is that a reasonable statement from a registrar's point of view Michele?

Michele Neylon: I'm not a registry operator. You know, I can't...

Alan Greenberg: No, no, no. I said is it from registrar's point of view where you would perhaps be expected to handle an RGP request but would have to do it manually.

Michele Neylon: Well as long as - I suppose kind of - if I could charge enough to cover the cost of doing that and it wouldn't break my backend badly, then okay. The problem I have with non-automated processes is that while you're trying to do your best to do something to help somebody, if it breaks the kind of integration on the backend it comes back and bites you like 12 months later (two months later) or whatever.

Alan Greenberg: Yes. I'm not even sure - my recollection of discussions with (Chuck) was this was a partially manual operation on the registry's part for several years. And I think it's only recently if at all that it's fully automated on the registry/registrar interaction. I'm not even sure it is.

Michele Neylon: Yes, I...

Alan Greenberg: We're talking on registries for .com and .net an average of maybe ten a day. It's not the largest of businesses.

Michele Neylon: Well considering the number deletes that they have in com and .net per day, ten doesn't even map to a clean percentage. I mean it would kind of...

Alan Greenberg: Okay. Ron, I think your comment is well-founded and that may reduce the need for an exception and I'll mention that when I try to make some contact

with them. That's a good thought and I guess I was in the mode of everything being automated. But that in fact makes sense. I guess there is some merit to multiple minds being better than one.

And the next one which is - this is almost a progression but they're not quite require - the previous one required the next one, is should registrars be required to implement it for registries that offer it which may or may not be all of them?

The real catch here is for a registrar that might delete names early or doesn't give any other opportunity for recovery. The RGP is the only game in town and if they don't implement - every registrar doesn't implement access to the RGP - and as Michele pointed out at whatever price is needed because registrars set their own price for the RGP, then the registrant is left without any option whatsoever.

So my inclination is to push for this one. It doesn't affect very many registrars because most of them already offer it. No hands. No comments. I'm assuming rabid support in the absence of any negative comments.

And the last one is transfer during RGP. This becomes somewhat moot if everyone - if the previous one is enacted as a policy. It only becomes more interesting if you have left in a position where the RGP is your only mechanism of recovery and the registrar of record does not offer it, which essentially says the last of the safety nets goes away.

So whether I think this one is important depends on how the previous one comes out. Michele.

Michele Neylon: Just one problem here. If the domain has gone to RGP, then the (unintelligible) Whois details probably would've changed dramatically. So how would you actually enact it at a technical level? I can't see how you do it.

Alan Greenberg: It's no - why is...

Ron Wickersham: Yes, just a thought. Even if a registrar chooses not to offer RGP but the only thing I would say - one option is that they have to refer it - an inquiry from a registrant would have to be referred to the registry and then the registry should be in a position to address it directly from an unwilling registrar.

Alan Greenberg: I would think that's a reasonable alternative albeit somewhat more complex because that registry is now going to have to unilaterally transfer to another registrar to actually do the registration since registry can't do them themselves. So I'm not quite - as complex as the mechanism might be in what (unintelligible) proposed, I think what you're proposing may be more difficult.

Michele, I'm not sure I understand your question.

Michele Neylon: I mean basically - okay, with a thick registry the registry would hold a set of the Whois data prior to exploration and then obviously if there were any updates made the Whois data, they would also have access to that. In a thin registry we don't have access to it at all.

Alan Greenberg: But that doesn't change whether the registrar has a business practice of honoring the RGP or not. I mean if...

Michele Neylon: But if I've removed all Whois data from a domain, there's no way to transfer it.

Alan Greenberg: Is that allowed?

Michele Neylon: Well, no, no, if it's gone into RGP I'm not even too sure what would appear in (unintelligible).

Alan Greenberg: But if it's in RGP it's in a hold status. I don't remember the exact EPP word but it's in a hold status and presumably you're not allowed to flush your Whois cache at that point. The domain still exists.

Michele Neylon: I'm just wondering what appears in Whois in that status. I'm actually not even sure what would happen. If the registrar becomes the registrant after expiry, then - yes.

Alan Greenberg: I would think you would need a rule - to make this happen you would need a rule saying if Whois was changed to change the owner during the registration process which some registrars do, prior to the time of delete it would have to be changed back, which is exactly what happens is the registrar does honor the RGP. Because remember it's normally the registrar who recognizes the registrant.

Michele Neylon: Yes.

Alan Greenberg: I mean that's the whole rationale for not doing what Ron suggested is because the registry does not know - even if it says Michele Neylon, how do I know who you are?

Michele Neylon: Well the registry wouldn't be able to do it on a thin one anyway. They never have got the - they would never have had the Whois details.

Alan Greenberg: Yes. But presumably, you know, assuming they now have the right to go into the registrar's data and, you know, do a Whois and look at the thin details. But again we're talking about mechanisms. All we're saying here is if - you can't flush your Whois cache because the domain still exists and that surely is violating some rule.

Michele Neylon: Probably.

Alan Greenberg: And presumably if you do a delete, you are supposed - if you do a delete and you're honoring the RGP, presumably you either change the Whois back to the original registrant if you had changed it or at least you know in the back of the envelope who it was. And that doesn't have to be any different - that's no different if you don't honor the RGP but now have to honor a transfer.

Again, I'm not trying to design the transaction but I don't think the mechanism is - you know, it's either you're telling the registry to do the restore or you're telling - or the receiving registrar has to be able to say, "I want to do the recovery and a restore - the transfer and a restore." My inclination is to say it's a lot cleaner if everyone has to honor the RGP even at an outrageous price and not have to worry about it.

Okay. We are over time. We are out of questions. Any comments before we break? Otherwise I think the - I'm not quite sure what we want to do for next week but since we've had such a poor turnout as we've had on this week, I think we'll clean this up and put it back on the agenda and it may be a short meeting.

And I think we do have to talk a bit more about what else has to be done in the report and how do we get it done in the next three weeks or so. So Marika I guess you and I have to do a little bit of brainstorming between now and then.

Marika Konings: Okay.

Alan Greenberg: For those who have hung on this far, I thank you very much. I think this is one of the few meetings we now have more staff on this meeting than we have had participants. So to all of those silent staff people, thank you, assuming you're really here. And we'll see each other whenever we see you on our next meeting.

Michele Neylon: Okay. Bye-bye.

Alan Greenberg: Take care. Bye-bye.

Man: Bye-bye.

Woman: Bye.

END