GNSO
Post-Expiration Domain Name Recovery (PEDNR) drafting team
08 February 2011 at 19:30 UTC

Note: The following is the output of transcribing from an audio recording of the Post Expiration Domain Name Recovery (PEDNR) drafting team teleconference on 08 February 2011 at 19:30 UTC. Although the transcription is largely accurate, in some cases it is incomplete or inaccurate due to inaudible passages or transcription errors. It is posted as an aid to understanding the proceedings at the meeting, but should not be treated as an authoritative record. The audio is also available at: http://audio.icann.org/gnso/gnso-pednr-20110208-en.mp3
On page:http://gnso.icann.org/calendar/#feb

Present:
Alan Greenberg – ALAC
Chair Cheryl Langdon-Orr - ALAC
Ron Wickersham – NCUC
Mason Cole – RrSG
James Bladel – RrSG
Michele Neylon – RrSG
Mikey O’Connor – CBUC
Ted Suzuki – IPC
Paul Diaz – RrSG
Mikey O’Connor – CBUC
Berry Cobb – CBUC

Staff:
Marika Konings
Margie Milam
Glen de Saint Géry

Absent apologies:
Jeff Eckhaus - RrSG
Oliver Hope – RrSG
Olivier Crepin-Leblond – ALAC chair
Shiva Muthusamy – At-Large
Karim Attoumani – GAC
Berry Cobb – CBUC
Tatyana Khramtsova - RrSG

Coordinator: Excuse me. It's the operator. Just need to inform all participants that this conference call is being recorded. If you have any objections, you may disconnect at this time. And you may begin.
Glen DeSaintgery: Thank you (Lori). Good morning, good afternoon, good evening everyone. On the call on the 8th of February, the PEDNR call, we have Cheryl Langdon-Orr, James Bladel, Alan Greenberg, Ted Suzuki, Mikey O'Connor, Ron Wickersham, Paul Diaz, Michele Neylon. And for staff we have Marika Konings, Margie Milam and Glen DeSaintgery. We have apologies from Olivier Crepin-LeBlond, Jeff Eckhaus, Ollie Hope and Siva Muthusamy.

May I remind everybody to say their name before they speak for transcription purposes? Thank you very much. Over to you Alan.

Alan Greenberg: Thank you Glen. I see Paul and James have to leave in about 25 minutes or so. Now the intent - the hope was that we could finish the recommendations on - at this meeting and spend next meeting going over the overall report to allow Marika a few days to get the final document out.

Assuming we still have some chance of doing that, Paul and James, are there any particular ones of the recommendations that you want to be here so we can discuss them first? And James has his hand up.

James Bladel: Hi Alan. I'm glad that you asked that because I was just reading them over the lunch hour and a couple of them jumped out at me. So I appreciate that you're allowing us to get these out first.

Alan Greenberg: Okay.

James Bladel: My first comment was with Recommendation Number 3.

Alan Greenberg: Okay.

James Bladel: Which is following expiration during auto renew grace period which I think have decided we will remain. If a registrar deletes a registered name (unintelligible) and the name enters RGP, then the registered name holder should renew the name.
Aren't we in effect saying that if a registrar deletes a name and it will go into RGP, it must per Recommendation 1, that the registrar must also offer that redemption to their registrant?

Alan Greenberg: That is what it is saying.

James Bladel: Okay. I think that there's a much simpler way to say that. I don't have the language handy. But first of all I don't think it's related to expiration at all. For example it could cover the inadvertent cancellation or the deletion of a name in the middle of a term.

Alan Greenberg: Ooh, you're a nice guy for telling us that. Yes.

James Bladel: I mean it could be unrelated to expiration. I don't think we need to qualify it here particularly. We can just say that, you know, if a registrar offers registrations in a gTLD that supports the RGP, and they all will according to Recommendation 1, that the registrar must also...

Alan Greenberg: There will be some exceptions but yes.

James Bladel: Okay. Yes. So I'm painting with broad strokes here but I think you get the point is that we don't really need to build this from the atom and molecule up. We can kind of just build it from the general case down.

Alan Greenberg: How do we make reference to who the registrant is in the post expiration example?

James Bladel: Ah. Well, that's a good question, which brings me to my next comment regarding Recommendation Number 4.

Alan Greenberg: Okay.
James Bladel: So kudos on the segue. I like the proposed alternative language better than the original. I think it's cleaner and more concise. I not surprisingly do not like the word right.

I would almost invert that sentence to say something like the registrant cannot be prevented from redeeming or renewing a domain name registration by Whois changes made by the registrar that were not done at their request. Something like that.

So that's just a off the cuff swing at the language like that; but instead of saying they have the right to do X, I would rather say that registrars are prevented from stopping them from doing X.

Alan Greenberg: Offhand I don't see anything wrong with that phrasing other than again we're going to have to catch - capture the issue at time of - at time of expiration.

James Bladel: I've got that too. My next comment was relative to the definition of what we're calling registrant - original registrant RAE registered name holder at time of expiration, et cetera.

Can we define that to be the individual or entity to whom we try to deliver the renewal notification? Because I think that this was the person that's either received or should have received or disregarded the renewal notification. So perhaps that's an element that we can work into our definition.

Alan Greenberg: How about instead of trying to deliver the message, saying who was eligible to renew the name prior to expiration?

James Bladel: That's probably okay.

Alan Greenberg: Because I think - I mean otherwise you get into, you know, problems of, you know, did you really attempt to deliver it and...
James Bladel: Yeah.

Alan Greenberg: ...you don't want questions like that even raised.

James Bladel: No. I - understood. Understood. I'm just trying to capture that...

Alan Greenberg: No. No. I like what you're saying and I think if we phrase it that way, the one who was eligible to renew prior to expiration or immediately prior to expiration, I think that captures it.

James Bladel: Okay. And then Recommendation 6 I think needs to go away entirely. So I spent all that time being - becoming your friend just to turn on you at the very end. And I, you know, the more I think about it and I think based on the feedback we received from ICANN legal, I think that - I mean I understand that there's the right thing to do and then there's policies.

And this may be the right thing to do but I don't think it has a place in policy and I think that ICANN needs to be price agnostic when it comes to retail pricing (unintelligible).

Alan Greenberg: But - factoring in the change that Michael made, we're really saying you must post the price. We're not saying we're setting the price but you must post it and must make the registrant aware of it ahead of time.

James Bladel: I'm fine with, you know, price disclosure for all products and all services and all functions and all fees. That's fine in the general case. I don't think that we should be anymore prescriptive than registrars should post what their fees are. That's all I had.

Alan Greenberg: Okay. But we don't - okay but that is a recommendation because that's not there today. The only one that it's there for today is the RGP redemption price.
James Bladel: Perhaps we might consider making that less specific to RGP or renewals or anything else and just make it more of a generic statement that...

Alan Greenberg: Well, except that's an - is a URA. We get it back into the new versus old issue if we try to do that.

James Bladel: Okay. Well...

Alan Greenberg: Can you perhaps suggest some words that meet the general life case?

James Bladel: For Number 6?

Alan Greenberg: Yeah.

James Bladel: Yeah. I can do that. It won't be - it won't be until later today though.

Alan Greenberg: Yeah, but if it's soon so we have at least a few days before Marika has to commit all this to the report to discuss it.

James Bladel: She's got her hand up now. So she's probably not very happy.

Alan Greenberg: I still think the issue is important that the registrant must know ahead of time what - you know, essentially we are saying that if you don't renew before renewal - before expiration, then - and the question is what is the - what are the repercussions? And they should know that you charge $4000 after and they really want to renew now. Now as an example.

James Bladel: Yeah. Marika has her hand up to talk.

Alan Greenberg: Okay. Go ahead Marika.

Marika Konings: Yeah. This is Marika. First point in relation to the discussion on the definition of the registrant prior to its expiration and the new language that's suggested.
I think it was something along the lines of would eligible to renew the name prior to expiration.

I think it might be problematic if it doesn't really define at what point because if you look prior to expiration or...

Alan Greenberg: It's immediately prior to expiration.

Marika Konings: Still, immediately prior that's something that we - the people (from) legal is all the more precisely can be there, the better it is because it leaves some loopholes. Because for example if someone has at some point changed the Whois records because it's no longer Person Y in the company but Person Zed in the company.

So as precise - the more precise can be the better. I think the intent is right and maybe that some language that, you know, our legal team can look at as well and make some suggestions.

On the second point on Recommendation 6 just to clarify. I think the concern that was expressed by ICANN staff is in relation to the last sentence that is out now. It didn't really go against the fact that, you know, registrants should be notified what prices are. It was more about this language that was in there that probably shouldn't change or might be value based.

I think that was the main concern, not specifically to the fact that a price should be posted somewhere and registrants should be able to find that because, as Alan said, that is also in existence for the piece for RGP. Just say that it should be on the Web site or the registrant should be notified that that's at a certain point. So just to clarify that one.

Alan Greenberg: So James, are you - okay. Michele's had his hand up for a while. Let's go to him and then we'll go back to you.
Michele Neylon: Alan, I'm just going to echo what James was saying, the very last bit of what he was saying. Just he words that very nicely the idea of just registrars should - how did you say it James? Should display their pricing or disclose their pricing for products.

James Bladel: I don't remember. Something like that it should be more generic that registrars should disclose or post their fee structure or price catalog for all products and services. Not just, you know, we shouldn't be tackling this policy by policy. That's all.

Alan Greenberg: Not getting too much into too level of detail. There are some things that may not be appropriate for you to post your prices on because they're specialized or whatever.

Michele Neylon: I would agree with you there Alan. But I think what James is trying to do - is saying makes a lot more sense to me and would probably solve both the issue that ICANN legal has of this plus the kind of issues that, you know, people would have with this.

I mean, don't get me wrong...

Alan Greenberg: Well the legal issues were address by Michael's revision though.

Michele Neylon: Well you don't know that.

Alan Greenberg: If Marika feels comfortable, I believe her.

Michele Neylon: Okay. Well I'm not going to say anything further then.

Alan Greenberg: James, let's go back to you. If you can propose some words quickly and I mean you - I think you know what my intent is. The intent is that a registrant should be able to know prior to expiration, you know, and we're not - and I'm
not thinking of the case of this is the day for your annual price change or something like that.

But should know prior to expiration what to expect in terms of fees if they do not - if they do not renew until after expiration. Now if you can word that in a clean way that you're happy with, let's get it on the list and see if everyone else can live with it.

James Bladel: Okay. And I had a hand raised on a separate issue which...

Alan Greenberg: Yeah.

James Bladel: ...was something to the effect of this person or entity that we're trying to nail down here and we've tried to describe it 18 different ways and, you know, I'm thinking that what we want to say is something to the effect of the registered name holder, the individual organization - it was a registered name holder prior to - at the - let me see, the - when the domain name was in an active state - most recent active state prior to expiration.

Alan Greenberg: Okay.

James Bladel: I'm trying to bracket this between two events which is any kind of inactive state and any kind of, you know, post expiree changes. So but there's probably issues with that as well that I haven't fully thought through, so.


James Bladel: And that's it.

Alan Greenberg: Yeah. I'm not sure how - since at a point prior to expiration, you know, you as the register know who is allowed to renew it or not. I mean it's someone from whom you will honor taking the money and renew it and someone from who you won't.
James Bladel: Not true. In fact (unintelligible).

Alan Greenberg: Well I don't know. You'll take the money from anyone.

James Bladel: Right.

Alan Greenberg: Who owns it? Who's the registered name holder after renewal?

James Bladel: Yeah. Mikey has a good story on that, so. Anyway.

Alan Greenberg: I understand. But yeah. So I'm not quite sure why ICANN legal is saying that it would not be precise. Of course they didn't see this new wording. But I don't know how you could be any more precise than that other than there are judgment calls involved in all of this and the registrar exercises those judgment calls both before and after expiration. Mikey.

Mikey O'Connor: No. This is Mikey. I won't tell my good story. But one other wrinkle to throw into this discussion is I think if we came up with a - I like James' idea a lot about prices. But I think if we came up with a price recommendation that broad, we might run into how old is people crying scope foul. That...

Alan Greenberg: Well, that's...

Mikey O'Connor: ...you know, we were outside our scope on this. So we might want to allude to the value of a broader statement but recommend a narrow one until such time as a broad one was agreed to by the community.

Alan Greenberg: You know, as I said, I have no problem with a wide one. If I were a registrar, I'm not sure I would approve of it though. But - okay. In any case, James is going to try to come up with some words on that one.

Mikey, do you have more?
Mikey O'Connor: No.

Alan Greenberg: All right. Let's talk for a few minutes. James, did you have any other items?

James Bladel: No. That covers my list. I do appreciate you allowing us to jump to the front of the queue to get those - to get those out. Thanks.

Alan Greenberg: Well there's no point in you not having opportunity and then complain later. We don't have a lot of later left.

James Bladel: I still might complain later.

Alan Greenberg: You don't want me to come back with a rebuttal to that, do you?

James Bladel: No. I possibly won't. I don't know. We'll see.

Alan Greenberg: All right. Can we talk about 15...

Ron Wickersham: This is Ron. Could I be on the queue for this?

Alan Greenberg: Yes. On the existing topics?

Ron Wickersham: Yes.

Alan Greenberg: Yeah. And right - and with the understanding that James and Paul have to leave in 11 minutes, yes.

Ron Wickersham: Right. Yeah. I just want to say something where we have been suggesting that all the messages be clear, then our policy should also be very clear. And when we get it really long worded, is it within the scope of what we could say for the actual recommendation, registrant at expiration and then say more precisely defined as.
But so that someone reading it fast is - doesn't have to read the convoluted complex statement, that that is the precise statement but gets the gist of what we're - our recommendation is in more simple language. So can we include the simple language with the more precise definition? That's...

Alan Greenberg: Yeah Ron, I think I support that. And it's dawned on me as we're trying to finalize these wordings that this is for a draft final report that we need to get approval essentially in concept and get feedback on. If we're all agreeing on what it should say and overall intent. We will have another pass - another opportunity to refine the wording to make sure that it meets all the legal requirements.

Ron Wickersham: Okay. Good. Thanks.

Alan Greenberg: So I - you know, from that point of view, I think that takes a little bit of the pressure off of us.

All right. If there's no other items, I'd like to talk for a few minutes about 15. This was the one that Michael made some significant changes to and unfortunately he's not on the call. He basically made two changes to it.

One is clarifying and simplifying the words that say if a domain is renewed during the eight-day period, it can be reinstated. The eight-day period doesn't have to be finished in full. And I don't think anyone has any problem with those - with those wordings.

He also incorporated what was Recommendation something. I don't remember what, 16 or 17. And I note by the way this document as two 15s in it which we're going to have to clear up.

And my inclination is to separate them out again partly for the reason that Ron just gave. That is to try to keep it simple. And because I don't believe
there's any reason it needs to be restricted to the eight days. And in fact it - I think it makes registrars lives easier if they don't have a transition - if they're already taking the domain and redirecting it for a significant period of time more than eight days.

Any strong feelings on that? So essentially I'm suggesting that that one revert to the changes prior to Michael. I'll take silence as agreement. There are no X's and no hands raised. Okay.

Michael and - or rather James and Paul, anything else you want to raise before you duck out?

James Bladel: Yeah. Just that I don't want to either confirm or reject Michael's changes yet. I really do need to talk to some folks internally. I apologize for that but I'll get something to the list by the end of the day.

Alan Greenberg: Okay.

James Bladel: (Unintelligible).

Alan Greenberg: Okay. Appreciate that.

James Bladel: I don't want to, you know, we usually - in the ICANN world we say silence is agreement. I don't want to assume that's true.

Alan Greenberg: That's why I'm giving you opportunity to talk. Mikey.

Mikey O'Connor: This is Mikey. I think the difference between the two - between Michael's wording and yours is that Michael's isn't talking about all the rest of the time.

Alan Greenberg: That's correct.

Mikey O'Connor: And so I think you need to circle back to Michael and try your idea out on him.
Alan Greenberg: Well I did and he - there's some email that went back and forth this morning on that. And his original take was that the domain is going to be redirected only for eight days and after that it will not be renewable. So it's moot whether the flash screen says it or now.

And my expectation is registrars are not going to change immediately after this policy is in place are not likely to change from their current 30 to 40 days to eight. In other words, penalize their customers because they don't like the policy that was enacted.

So I think there may be an eight-day minimum but the domains in many cases are going to be renewable past that.

Mikey O'Connor: Yeah. But I think the trick is that they may want to redirect the page to a site that doesn't say that the name has expired when they monetize. They may not want to have that required.

Alan Greenberg: Oh I'm assuming this page we're talking about is a monetized page.

Mikey O'Connor: Right. But what the eight day proposal is saying is that that's the - that's a required behavior during the eight days.

Alan Greenberg: Yeah. The previous one said it's...

Mikey O'Connor: And regular time is not required. And I think that...

Alan Greenberg: Okay. Yeah. The previous one said if it's redirected, that's the splash screen should have the message. If it's - if the domain is renewable, it should have the message. This one says only for the eight days.

Mikey O'Connor: Ah. So I think that's the crux of the...
Alan Greenberg: Yeah.

Mikey O'Connor: ...problem. And, you know, I think you and Michael need to butt heads on that. Get to agreement.

Alan Greenberg: Well I'm - this is to a large extent a registrar issue so Michael has made the suggestion but I think registrars have to be comfortable with the answer.

Mikey O'Connor: Right.

Alan Greenberg: Or at least go fighting and screaming having said so.

((Crosstalk))

Mikey O'Connor: ...would be all the time. But I think that this is essentially part of the grand compromise that's underway here, so we have to be careful how we reword those.

Alan Greenberg: Yeah. I was just surprised about his comment altogether because this was on of the points that had prior, you know, some time in November, December had been agreed to generally without any real dissatisfaction, so.

Okay. Mikey, do you have more?

Mikey O'Connor: Oh no. I'll take my hand down, sorry.

Alan Greenberg: Okay. James and Paul, anything or otherwise we'll revert to the original order and see if there are any other issues and hopefully you'll look at whatever comes out of it and/or listen to the conversation.

One other thing to mention. If you remember at a previous meeting, Marika and I were delegated the responsibility of deciding how to do some sort of
straw poll or formal poll. I think our conclusion was that doing a formal poll takes time. It's a fair amount of effort going into it.

And we are likely to have to make sure everyone is still happy at the time the final report is issued. So that we would do an email poll at this point and essentially saying that silence is agreement and try to identify the disagreement and when we put the level of consensus in the draft report. If that's not a major problem, then we'll go on and go back to the reporting going through it.

The - one other thing Marika reminds me is she did suggest at one point that perhaps we do not have any poll at all at this point. And my inclination is to say I think in the draft - in the draft final report we need to give the community some indication of what level of consensus we have.

Okay. In the absence of any hand - Marika, yes. Go ahead.

Marika Konings: Yeah. This is Marika. I mean the reason why I suggest that as basically normally how it's being done as well as in an initial report where a working group basically says well, these are the recommendations we're putting forward for community input. Why the on the line assumption is that those recommendations have consensus, whether that unanimous consensus or rough consensus.

And I think as well, you know, if once we send this out to the email list saying look this is the final language that we're going to put in the proposed final report, you know, speak up now or it's going to be published. I guess that moment as well if people do feel uncomfortable, there's still opportunity as well to express a minority viewpoint and that can be recorded as well in your report like it would be done as well in the final report.
So I think it's a better combination of two where we're sending this out and allowing people for saying, you know. I don't know if we want to put on each level saying this is unanimous consensus or we just say for the bulk.

Unless otherwise stated there is consensus on these recommendations and these are the ones that the group is planning to put forward in its final report unless there is some outcry in the community as part of the public comments following which the working group might need to, you know, review it's position or propose a recommendation.

Alan Greenberg: That certainly sounds reasonable to me. All right. Shall we go back and do a quick pass through the document in order? Recommendation 1 is the requirement that gTLD registries support the RGP. I did check, by the way, there was a comment made that the RGP may be included in the Applicant Guidebook. And could find no reference to it there either under the terms redemption grace or RGP.

Number 2. That's the infamous definition of the RA - of the registered name holder expiration. Marika did you capture that last wording that I proposed and maybe you could pass that one by legal. And if they don't think it's precise enough, ask them why.

Marika Konings: Okay.

Alan Greenberg: And that would be the one who is eligible to remove prior to expiration. And that gives the registrar a fair amount of latitude to handle the special cases of the kind Mikey has mentioned.

Number 2- Number 3 is - I think James had proposed some additional words for that. Am I correct?

Marika Konings: That's correct.
Alan Greenberg: Okay. So we'll go with whatever he said. And Marika if you captured it, that's good. Otherwise if you could deal with James directly and try to get it.

Marika Konings: Will do.

Alan Greenberg: Number 4. Change to - okay, that also Paul had - or James had some words on it that simplified it significantly and inverted the sentence. And I think I'm happy with that one (to see the) words. No hands up.

Five is - that one, excuse me, saying all RAA provision are applicable to resellers. And ICANN legal had some wording on that in their memo. Let's see if we can pull it up quickly.

Marika, do you have it quickly? Okay. Here it is. All RAA provisions applicable to registrars and deal - okay.

Marika Konings: Do you want me to pull it up in Adobe?

Alan Greenberg: Yeah. I thought I had it in front of me. I'm trying to find it. If you have it, please. I'm certainly happy with those words. And Cheryl agrees. Okay. I think we have closure on that. Six is the one James is going to try to provide some simplified wording that is on price disclosure. I'm a little bit leery, as I said, about the - a very wide statement. But because I think that will be objected to. But I'm happy for simple rather than a complex.

Seven. This is the education provision. Michael had suggested a word saying registrars who have Web presence must provision a referral to it. ICANN - legal's reaction was the same as mine. That's a little bit unclear.

And I pulled up in one of my emails the wording that's used in the RAA for the RGP disclosure - price disclosure. I'm sorry, not for the price disclosure; for the pointer to the registrant rights and responsibilities. And I would suggest we pull out the phrase from there and use that one in its place. No objections.
Nine is a best practice recommendation. Marika, if this is now an ICANN responsibility, I don't think we're going to - I don't think it's a best practice anymore. This is a recommendation to ICANN.

Marika Konings: This is Marika. Yeah, I think that's correct. I mean it's not a consensus policy either. So it's just a recommendation.

Alan Greenberg: Yeah. But it's a recommendation, which presumably if everyone passes it it's effectively binding on ICANN.

Marika Konings: I don't think in legal terms I'd say.

Alan Greenberg: Well not in legal terms, no.

Marika Konings: But yeah. Go ahead.

Alan Greenberg: But if the Board approves it, then presumably it shall be done.

Marika Konings: Right.

Alan Greenberg: Although the record of ICANN always doing what the Board - resolutions the Board passes is not all that great, but yes.

Ten.

Mikey O'Connor: Alan, this is Mikey.

Alan Greenberg: Sorry, yes. Go ahead Mikey.

Mikey O'Connor: I don't know exactly how profound this wording is. But, you know, I'm sure that the business constituency would want to help with Number 9 as registrants. And maybe other constituencies would as well. But, you know, in
addition to registrars on ALAC, you can certainly add that these see to the list of folks to help build that educational material.

Alan Greenberg: How about if we generalize ALAC to the user related groups within ICANN?

Mikey O'Connor: Whatever works. I just wanted to make sure that you knew that you guys weren't standing alone on that.

Alan Greenberg: Yeah. ALAC is there because the original one was to be done by registrars and they said ALAC must participate. Let's try to generalize that to user related groups or something like that.

Marika Konings: This is Marika. Isn't it better just to generalize and others interested in the ICANN community or other interested parties in the ICANN community? Because people that are excluded - excluding those that might have an interested in the issue. But not specifically coming form user community.

Alan Greenberg: Yeah. I - my problem is saying with the support of because that almost gives everyone a veto.

Mikey O'Connor: I think support may be in the sense of help rather than...

Alan Greenberg: Okay.

Mikey O'Connor: So, you...

Alan Greenberg: All right. Does anyone object to rewording this to make it more general? Then we'll try to do a good job of that.

Number 10. The registration agreement. Okay. What methods are used?
That one we don't have any good - any wording for that - that I'm happy with the - when Michael changed the original said - was said what destination address number will be used must also be specified if applicable. And he
changed it to an either/or statement and said provide full destination details. And I'm not sure that's clearer.

Does anyone else feel uncomfortable with those words or am I the only one? I think the either/or we have to fix. But I think being clearer what we mean here is better than using vague terms, which aren't - which may not be well understood. Michele.

Michele Neylon: Where was this - where's the wording from Michael Young exactly? (Unintelligible).

Alan Greenberg: It's in the document on Number 10. And hold on. Let me scroll down to it and see what color it is from Marika's version. Okay. It's purple. Purple.

Michele Neylon: Oh, hold on a second. Let me just read this. (Unintelligible).

Mikey O'Connor: I agree it's the full destination details is kind of high on the techie scale.

Michele Neylon: I really don't understand what the hell that means.

((Crosstalk))

Mikey O'Connor: Well it could mean, you know, an IP address or a URL or something like that. But yeah...

Alan Greenberg: If it's email, is says what are the to addressee. Who is it going to?

Michele Neylon: What does it say there? Because I'm sorry, Alan, with all due respect, I'm probably more technical than a lot of people who dial into this call on a regular basis and I don't even understand that.

Alan Greenberg: Well look at what's at the right under deleted - on the purple deleted. That's what was there before. Do you feel that - is that better?
Michele Neylon: Where?

Alan Greenberg: On the right in the little box.

Michele Neylon: Okay.

Mikey O'Connor: M. Young box.

Michele Neylon: That's in black, in yellow and I'm having problems. What definition number will be used must be specified (unintelligible). Is that right?

Alan Greenberg: Yeah.

Michele Neylon: They're two different things, aren't they?

Alan Greenberg: Well, I mean the intent is that you're going to send email and you're sending it to the admin contact of Whois, you should say so.

((Crosstalk))

Alan Greenberg: The registrant should have a reasonable (unintelligible) of where the messages are going to go.

Michele Neylon: Where's this - where is this information going to be?

Alan Greenberg: Either in the registration agreement or pointed to why the registration agreement.

Michele Neylon: Okay. Here's a nasty thought for you Alan.

Alan Greenberg: Okay.
Michele Neylon: If I want to hijack a domain name and basically become the effective owner of it, then all I would have to do if you implement this and make it policy is gain access to the email address that you're going to specify here.

Mikey O'Connor: Yeah. But then you're hijacking the name. And then we're into the IRT (unintelligible).

Alan Greenberg: But isn't it moderately clear that the registrar's going to use it before one the email addresses they have on record?

Michele Neylon: No but the thing is if I'm being overly prescriptive, you're actually opening up another can of worms.

Alan Greenberg: But you're also telling the registrant where to expect the email.

Michele Neylon: Okay.

Mikey O'Connor: Yeah. I'm with Alan on that one.

Michele Neylon: Well I'd have to disagree with you.

Mikey O'Connor: That's fine.

Michele Neylon: A first.

Alan Greenberg: I mean there are probably cases where the registrar uses an address different from any of the ones in Whois.

Michele Neylon: Yeah but the thing is...

((Crosstalk))
Michele Neylon: No. No. You don't know that. The thing is this. Let's say for example for - all I can talk - I can speak to what we do and I can see what other people do from my own experiences with them. And what we would do is we send notifications to the billing addresses on our system.

Alan Greenberg: Okay. Then you should say you're sending it to the billing address that you get - that you normally get the bills from or, you know, I don't know the words are because, you know, I don't know what your form says when they filled it out. But all that this is saying is you should give them an expectation of where to look for the messages.

Marika Konings: This is Marika. Can I just...

Alan Greenberg: Sure, please.

Marika Konings: Because maybe just to clarify because at least the understanding I had when I added the red words was the discussion had the last time around talking about the fact that in certain countries, you know, you might not want to put those kind of details on the registration agreement because you cannot change those after, you know, you've signed the agreement with the registrant.

And, you know, if you want to change from email notifications to Twitter, you cannot do that because you put it in the registration agreement. So the intent of the red wording would be that, you know, you put in the what methods you used in the registration agreement or you put in the registration agreement where you can find that information. That will be the link or, you know, the policy document that you have.

I think this has gotten mixed up with something else because I think we're talking now about that those details should describe where that information is being sent which I think is a separate issue. So maybe we should separate those out or maybe I'm completely confused.
But the intent of the red line which was to basically allow for that not having all the details in the registration agreement but at least have there the point where that information can be found so that the registration agreement is the, you know, point of departure for registrants to find the relevant information in relation to pre and post expiration notifications.

Alan Greenberg: Yeah. Prior to his change, there was a separate sentence, which applied regardless of where the information was. And he embedded it in that - in the middle of the red and used more obscure words. Mason.

Mason Cole: So if I - I mean if the intention of the recommendation at - in the first place is to set the expectation of the registrant about how the registrant will receive information about the domain name and renewals or anything else.

Alan Greenberg: Right.

Mason Cole: That's the idea, right.

Alan Greenberg: That is the idea.

Mason Cole: Yeah. Yeah. I'm not - this one shouldn't be this hard but it's hard. I don't know. Maybe Marika's right. Maybe this should be broken into a separate recommendation because I agree with Michele. If you get overly prescriptive, I think you stray into unintended consequences. And I would be careful about that.

I don't' know that registrars would object to having the expectation set in the registration agreement. Beyond that, I think I need to look at that language and try to figure out how to finesse it because I, you know, full destinations details isn't - I agree it's not clear.
Alan Greenberg: Yeah. The - prior to Michael's change after the red, there was two sentences. One said the information on what methods you will use must be specified either in the agreement or appointed to by the agreement. In other words, something - they must be readily findable. And there are words again in the RAA currently that talk about, you know, must be displayed as clearly as other information.

Mason Cole: Yeah.

Alan Greenberg: And the second sentence said if we’re talking about - this isn't the wording it used. But it said if we’re talking about sending things to a specific destination via the Twitter address, an SMS phone number or an email address, you need to provide enough information so the registrant knows which, you know, which of the five mobile phones you're using.

And obviously not in - specifying the number but in the generic term used within your other documentation. That is we’re sending it to the billing address to the administrative contact, whatever it is.

Mason Cole: Are you talking about like, you know, I will text you on your cell phone? Is that what you mean?

Alan Greenberg: Well if you’re agreement says or if your agreement or the pointed to says I will send - at expiration time I will send you an SNS. I think you also have to provide some indication of where you're going to find the phone number. You know, and it would be the phone number of record we have for your mobile phone or whatever.

Mason Cole: Oh, I see.

Alan Greenberg: I mean I have 49 email addresses and I use them not semi randomly but sometimes it would be perceived as that.
Mason Cole: No, I know what you mean. Okay. All right. I'm going to lower my hand then.

Alan Greenberg: Mikey.

Mikey O'Connor: And this is Mikey.

Alan Greenberg: Yeah, go ahead.

Mikey O'Connor: The only point I would make is that in response to Michele's point, this information doesn't need to be public.

Alan Greenberg: Oh no.

Mikey O'Connor: I mean it's not as though we're going to publish this to the world and say that the world can find out. It's more the - just telling where a registrant can go look up those destinations and find out.

Alan Greenberg: Yeah. Now if the registrar document says it is the third Whois address we have, then the rest of the world can probably find it too.

Mikey O'Connor: Right. But I don't think that's often the case.

Alan Greenberg: It sounds like we feel more comfortable with the words prior to Michael than after. And if - again, this is not locked in stone right now. I think it's more important to have something which is understandable at this point than the legal preciseness of it. So if that's the case, we'll try to make it as clear as possible and we can agonize over the detailed wording afterwards.

Eleven is the notification period. We have never defined an - what the exception policy is. My inclination is in the recommendation is to say that there will be an exception policy allowing registrars a mechanism that will allow registrars to seek an exemption or use alternate delivery times, excuse
me, to be defined and not try to define it in the last couple of days we have right now.

I'm happy to do it without an exception at all. But I think we're going to find there are enough registrars in different parts of the world with different business practices that that won't be acceptable. So is it reasonable to say there will be an exception policy or an exception procedure but not define it in details here? Mason.

Mason Cole: Yes. A question about that last line. The timing of the two must be comparable to the timing specified. What does that mean?

Alan Greenberg: If you send 49 alerts, there should be one somewhere around 30 days and one somewhere near the end of the period.

Mason Cole: Oh, I see. I see. Oh, the timing of two of them. I see. Okay. All right. Sorry. I'm with you. Okay.

Alan Greenberg: Okay. Everyone happy with recognizing there may be - we may need an exception policy but not defining it in detail here. No objection.

Thirteen. This is there must be - there must be some level of push messages. There had been no disagreement before. I see there still is none. Post notification prior to it not be renewable anymore. There has - should be some notification. Again with the understanding that if the domain is disabled, some messages may not get through.

Number 15. Yeah.

Mikey O'Connor: I found your extra 15. You have at 12 at the bottom of Page 10 that's not used.

Alan Greenberg: Twelve at the bottom of Page 10.
Mikey O'Connor: Scroll back up to the page that has Recommendation Number 11. Down at the bottom of the page you'll find...

Alan Greenberg: Ah, and 12 is missing.

Mikey O'Connor: ...Recommendation 12 which is very short.

Alan Greenberg: Wonder - well put - that was the exception policy - exception process we were talking about and we've just decided that we'll leave it out of this document.

Mikey O'Connor: Oh, okay.

Alan Greenberg: There was supposed to be words there. We just never bothered writing them.

Mikey O'Connor: Got it. Okay.

Alan Greenberg: Fifteen we've talked about in exhaustion. And I think we - I don't remember how we ended. Does anyone remember? That was the one that - do we include the message in the flash screen - I the splash screen rather in this - in Recommendation 15 or separate it out and keep them each short. Marika.

Marika Konings: Yes. This is Marika. I think we left this one off our - both James and Paul said that they would provide feedback on this issue later today.

Alan Greenberg: Okay. Okay. Fine. Then let's skip over it also. Recommendation 15 Number 2 is - this one is the one on modifying Whois. That's the one we were pretty well unanimous deciding it should be done but we have since backtracked and said but we don't - we're not going to do it right now.

Michael made a change to that to talk about what can be done today. I think our intent when we were talking about it was to exercise the extensible in
EPP and this would require changes if it were to be implement which is why we were not implementing it right now. So my belief is we go back to the prior version of 15. Any disagreements? None.

Sixteen. Best practice...

Berry Cobb: Alan, it's Berry.

Alan Greenberg: Yes, go ahead.

Berry Cobb: I'm driving right now so I'm probably not coming in very clear. But...

Alan Greenberg: You're clear enough. Go ahead.

Berry Cobb: Okay. The recommendation with respect to the EPP part, I'm not fully well versed on all of that but if it's important enough, is there some kind of like a holding queue for system enhancement kind of thing so that, you know, two years down the road when they release the next version of EPP that some of that gets folded into it or we just...

((Crosstalk))

Berry Cobb: ...wayside.

Alan Greenberg: We have absolutely no control once it's out of our hands.

Berry Cobb: Okay. All right. Thank you.

Alan Greenberg: Either we do it or we cannot guarantee it's going to get done at any time in the future.
Mikey O'Connor: I think the point that Berry may be raising is could we split the difference and put a request in to that queue of whoever maintains the EPP standards and codes and all that good stuff.

Alan Greenberg: Oh. It would have to come out of a consensus policy. Unless everyone gets together and volunteers to do it. The thought of doing a consensus policy purely for that one item is mind-boggling.

Mikey O'Connor: Well no. I think what - again, I think what Berry might be getting at - I may be putting words in his mouth. I do that all the time. But - and Mason, Michele, you guys maybe can help me out here. Is there a - I hadn't even thought about this until Berry brought it up.

Is there a feature, maintenance, backlog queue request thing that's in front of whoever maintains the EPP stuff that we could, you know, make a recommendation; not a policy but a recommendation that that group take a look at something like this for the next iteration of EPP?

Alan Greenberg: Michele.

Michele Neylon: I think - if that's - I'm not 100% sure but I have a sneaking suspicion that EPP might be an IETF thing.

Mikey O'Connor: Yeah. Well that's what I was wondering is if we could pipe this over to the IETF process somehow. I don't know exactly how that's done.

Alan Greenberg: The general protocol was defined by the IETF. However, the details are specified effectively in the registry agreement. And for instance when they're assign a number of months ago was looking at the - I forget what they called it...

((Crosstalk))
Alan Greenberg: ...to resell a domain partway through the year, that required extensions to EPP which...

((Crosstalk))

Alan Greenberg: ...would have ended up in their contract.

Michele Neylon: Okay. Forget the contract. We're talking about a technical thing here. Contracts irrelevant. The - any registry operator can add extensions to EPP which is why it's called EPP. It's by its own definition extensible. The problem is that while technically you can do lots of things, it may not be such a good idea. Because every time you add an extension, you're adding extra levels of complexity and you're also creating levels of inconsistency.

So unless you can make a change that all registry operators for all gTLDs and gTLDs can actually agree to and you can get them to add that - the same set of extensions at the same - pretty much the same time, you end up with a case where it's going to be - something could be implemented by one registry operator and not by another.

Mikey O'Connor: Michele, is that management of the - you know, to make that consistent, is that usually done through the IETF process?

Michele Neylon: I don't have a, you know, what's the word, a definitive answer on that for you because I honestly don't know. And I know that you can - that any registry operator who wants to add a tweak, a quirk, an extra headache or whatever to their implementation of the - in their flavor of EPP can do so.

But I know from some of the conversations we've had with various registry people in the past on various working groups, you know, making these kind of changes is something that nobody's particularly comfortable with because well, you know, it's working now and it's just got all the various different things.
So adding something else in could cause extra problems and (unintelligible) to guess a whole range of other things. So I'm not sure exactly how you can add something into EPP and can it get - becomes part of the actual de facto standard. I honestly don't know if - even if that's possible. I know for a registry operator to add something in, yes, that is possible.

Mikey O'Connor: One last stupid question and then I'll let this bone drop. But I am a little doggie with a little bone in my teeth at the moment. Does - do the registries have a process that they use to coordinate this stuff or do they just do it on their own willy-nilly? I guess it's the same question. Instead of IETF, is it - is Berry's idea better directed to some collaboration of registries? And then I'll let this go.

Alan Greenberg: Yeah. Unfortunately I don't think there is a - such a group we can direct it to with anything other than the kind of words we're using now, the strong recommendation that it be considered. But there's nothing we can do to force any given group to consider it or to, you know, any stronger than that.

Mikey O'Connor: No, I think the issue that Berry raises is that irrespective of the puzzle we're trying to solve right here, you know, there are other puzzles that are similar that it might be good to, you know, not from a policy perspective but more for an operational perspective, have some conversations with folks to see if there's any interest in - if there isn't such a thing now setting something up so that - because if I was on the receiving end of a process like the one that Michele's describing where every single registry can come up with their own tweaks of a protocol that I use to talk to all registries, that would drive me nuts, you know.

Alan Greenberg: But that in fact is the process right now.

Mikey O'Connor: Right.
Alan Greenberg: If a registry decides on a new service.

Mikey O'Connor: I know that. Alan, stop.

Alan Greenberg: Yes.

Mikey O'Connor: I know that. The point that I think Berry is getting at, and I think it's out of scope for us but a useful thing to acknowledge in this report much the way we did in the IRTP report the last time is this idea of preparing a way for a more graceful process to introduce consistent changes into the protocol that registrars and registries use to communicate with each other.

And if I were a registrar, I'd be pretty keen on that. And if you want my support, I'd be happy to lend it to that kind of an idea. That's all.

Alan Greenberg: Okay. Let's go to Marika first.

Marika Konings: Yes. This is Marika. I'm wondering apart from all the, you know, technical details as if through policy we could just say look, this is something that we would like and, you know, will deal in implementations at how it can be done. But from a policy level, this is what we would like to see.

But I don't know if there's a link as well because we did have a similar discussion about this in the IRTP Working Group where we had someone explaining as well that ensuring status values can be attached to certain statuses in EPP which can have certain messages with them and through policy you could then require what that message should say so it's clear to everyone what a certain status value means.

I don't know if that's a similar project could be explored here and probably is going to be as well explored in the context of IRTP. So and indeed I think from a policy perspective you could say what we would like even, you know, at a later date. It might turn out as technical not feasible or requires all the
different organizations to be involved. But as a starting point I don’t see anything preventing us to say what we would like to see as an outcome.

Alan Greenberg: Is that within our scope other than the specific one we were talking about here in terms of our charter?

Mikey O’Connor: Well we could use the one we’re talking about here as a way to trigger that conversation. Sort of the way we did it in IRTP and...

Alan Greenberg: Mikey, could you come up with some draft words or Berry?

Mikey O’Connor: Berry, are you still on? Berry, if he's still on...

Berry Cobb: Yeah, Mikey. Yeah. I'll take a first stab at it and all right cool. But yeah, you said everything that I was thinking about. So thank you.

Alan Greenberg: Okay. Michele. Thank you Berry.

Michele Neylon: And I mean just going back to what Mikey was talking about. I know from talking to our programmers that the custom extensions that registries may choose to slap onto EPP cause much hatred, vile cursing and kicking of furniture around the place.

And it's, you know, there's only - there's a few registries that my programmers like for the simple reason that they use what they call like, you know, a vanilla EPP. It's the EPP protocol, no fancy extensions, nothing extra, nothing crazy and all the stuff that you would expect to find is there.

I mean things like proper message queues and also some other things that are part of it. They're all there and everybody's happy. But once you start getting into, you know, some of the - some of the sponsored TLDs or some of the ccTLDs and with all sorts of - I'll be politically correct and say interesting policies, it becomes quite challenging to say the least.
Honestly, you wouldn't get much resistance from me personally if there was more uniformity in how this stuff is implemented at a technical level. But it's never going to be 100% uniform because they have to allow for policy differences.

And so, you know, you've got my support at one level but I will speak pragmatic and say, you know, it's never going to be as uniform as we might like.

Mikey O'Connor: Yeah. And I guess I'm not headed for uniform. I'm headed for a forum where the conversation can take place if nothing else. I mean, you know, this - I'm sure where Berry's coming from - it certainly reminds me of the same thing is, you know, if you use any of the enterprise software packages like SAP for, you know, your enterprise management system, there's a user community that's very active that converses with the vendor about what features go in and when and what's higher priority and what hurts and what doesn't.

And it seems like there needs to be a place where registrars and registries could have a conversation about sort of the technical/operational issues associated with EPP. Not that you'd wind up with a uniform EPP but at least you'd know what was coming down the queue.

Berry Cobb: Mikey, this is Berry. I'll just add to that, you know, from my experiences, you know, you have this - you're an example to enterprise resource management type systems. Now I've experienced countless times where customers would customize the heck out of the software and then they get to a point where they can't even upgrade to the latest code.

And so I apologize to derail the conversation like this but it's only going to get much worse once the new (Gs) come out because all of these different community based registries are going to have all their different mechanisms
for how a domain gets registered. So, you know, it's going to become a bigger spaghetti bowl. So thank you for the discussion.

Alan Greenberg: Okay. Thank you Berry.

Mikey O'Connor: And now I'm done.

Alan Greenberg: Okay. I'll just point out we were talking originally about uniformity and then decided it was too complex and issue for us. So we're - we end up back where we are today. All right. So we're going to have some drafts out from Berry or Mikey out of that one.

The next one is the one numbered 16 which is what we were originally talking about as being a requirement as being demoted to a best practice of basically not knowingly to the extent that you know it of sending messages to addresses that don't exist anymore.

I don't think there's any requirement to do it and clearly in many cases as Michele has pointed out, you may not be aware of the fact that it is not working in which case you don't have any obligation. Comments on that? In absence of comments we'll presume to be okay.

And 17 is the one that was deleted. That is - was put into 15 I think in May. Go back again depending on what comes out of the Paul and James discussion later on. Marika, I presume out of this we will come out with yet another version of this in a day or so. What are your thoughts on how we get this into the report and end up having close to a final draft report to look at next week in our last meeting?

Marika Konings: This is Marika. I actually sent out earlier today an updated version of the proposed final report in which I already incorporated some of the suggestions that people have made on the previous calls and also reorganized the report a bit so it becomes clearer.
I've already created there the placeholders to insert the recommendations. So once we finalize the language, hopefully will be relatively straightforward. I did encourage people on the mailing list because we had some discussion because some changes were made to the background section which was a, you know, cut a paste from the issues report and has moved now to the annexes to encourage people to actually review the working group deliberation section to see if there's anything missing there. That people feel that there's no - not a complete picture or anything missing.

So if there's anything still in there and would hope people would, you know, raise the flag on that as soon as possible. But I think from my perspective as soon as we can finalize this language and, you know, I can (flow) it into the report.

I think the objective would be as well to try to categorize each of these recommendations with the respective charter questions so it's clear as well for the audience, you know, how we've answered the charter questions although that can be deducted as well from the other parts in the report.

And then my last task will be once, you know, we've gone through the report and, you know, fix any final issues to write the executive summary. And I think that's it. And decide on duration of the public comment period, that's another outstanding item.

Alan Greenberg: All right. Marika, you raised issue with me about shouldn't we have a recommendation to not do anything about our fifth charter item. That is the one discussing transfer during an RGP. And I wrote a draft. I guess that was in my private email to you. But why don't you incorporate that in the next revision also?

Marika Konings: Okay.
Alan Greenberg: And I think our conclusion was it's complex. It opens us up for potential problems and it's not really needed anymore if the RGP is mandatory.

All right. Is there anything else we need to discuss today? I think the intention Marika will get out a revision based on today's discussion pretty quickly. And Marika you can just send that directly to the list I would think to eliminate any delay on my part.

And then we'll incorporate things coming out of emails over the next day or so and another revision of it perhaps late Thursday. And then start a poll after, right, immediately after that perhaps or the email quasi poll. That sound reasonable in terms of your timing Marika?

Marika Konings: Yes.

Cheryl Langdon-Orr: Alan. Cheryl here.

Alan Greenberg: Yeah. Go ahead.

Cheryl Langdon-Orr: I'm sorry. I stepped away from the computer so and it's (just to) make noises.

Alan Greenberg: That's okay.

Cheryl Langdon-Orr: Just on the - and thank you Marika for that recent update of the report. I actually managed to finish reading it just before getting started.

Alan, I wondered with the insert X the number of days on public comment, are we going to request at least a 45 day one so that as basically now I instigated so we can ensure that it does go out to our local language communities in all different languages? Just seems to me that whenever we do a 30-day and then the languages come out later, then we need to extend
for 15 anyway. Should we try and cut our losses and just put insert 45 days into this for this particular...

Alan Greenberg: My inclination is if - what we did last time is we had it come out shortly after the meeting is over. If this meeting follows patterns of previous meetings, there'll be a whole slew of things coming out just after the meeting.

Cheryl Langdon-Orr: Yeah. It's going to be crowded.

Alan Greenberg: So I think it's - I think it's worth our while to make it as long as we realistically can.

((Crosstalk))

Alan Greenberg: There's not a lot of merit in making it short and then extending or making it too short and not getting the answers because people are overwhelmed with too many reports that they have to comment on in the same time.

Cheryl Langdon-Orr: If we just do it for the 45 days in the report now and then make sure that, you know, people get a heads up in the - interpret to the language issue.

Alan Greenberg: Yeah.

Cheryl Langdon-Orr: I think that should be fine.

Alan Greenberg: I think so.

Cheryl Langdon-Orr: And there's no loss in that but it saves us having to go through the administrative of, you know, making the request and probably not getting the request until 27 days into (unintelligible).

Alan Greenberg: And get - and having to wait a week for approval on things like that.
Cheryl Langdon-Orr: Yes. Yes.

Alan Greenberg: Whereas if we set the time, it's simply set.

Cheryl Langdon-Orr: Yeah. I'd cut the losses and just do it to the maximum unless...

Alan Greenberg: You sold me. Any objections? Marika?

Marika Konings: Yeah. This is Marika. No objections to the 45 days. I think that makes sense as well as for running over an ICANN meeting. So, you know, it normally takes five already - a week or a week and a half of time. Just a question on translation. Do I understand correctly that the ALAC will get the report translated for each communities and you would put that request in or is there an expectation...

Cheryl Langdon-Orr: We would expect like all other policy development processes for it to come out in the required languages.

Alan Greenberg: I think our - I think our norm now is at least the...

Cheryl Langdon-Orr: (Unintelligible).

Alan Greenberg: ...executive summary and presumably the recommendations if they're not embedded in the executive summary.

Marika Konings: Right. So the explanation is that it comes from policy department.

Alan Greenberg: Yes.

Cheryl Langdon-Orr: Yeah.
Marika Konings: Okay. I'll need to check on that and (unintelligible) normally we do it for initial reports and final reports and this is an interim stage but hopefully it shouldn't be...

Alan Greenberg: Well even if it comes from the ALAC, it's still a policy department.

Cheryl Langdon-Orr: Yes.

Alan Greenberg: But if you'd like to transfer to ALAC instead of GNSO, we'd be delighted to have you.

Marika Konings: Don't think so.

Alan Greenberg: Anything else that we need to talk about people? We have 16 minutes that I'm willing to give back to you for free.

Michele Neylon: Don't take our Marika away from us.

Alan Greenberg: I don't think it's our call. Sadly to say. And besides, I participate in too many GNSO activities to say to even recommend that. Okay.

Seeing no hands, seeing no objections. Thank you for a productive meeting. Let's home in email we can tie all these things up so we go into the next meeting having a relative locked in set of recommendations. And have a good rest of the day and tomorrow. Thank you all.

Woman: Thanks Alan.

Man: Thanks Alan.