

UDRP Domain Name Lock Working Group

TRANSCRIPTION

Thursday 13 September 2012 at 1400 UTC

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<http://audio.icann.org/gnso/gnso-locking-domain-name-20120913-en.mp3>

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Attendees:

Alan Greenberg, ALAC (Vice-Chair)
Laurie Anderson, RrSG
Matt Schneller - IPC
Celia Lerman Friedman, CBUC
Hago Dafalla, NCUC
Lisa Garono, IPC
Kristine Dorrain, NAF
Faisal Shah, individual
Gabriela Szlak, CBUC
Jonathan D. Tenenbaum, RrSG
Juan Manuel Rojas (At-Large) - only on Adobe

Apologies:

Michele Neylon, RrSG (Chair)c
Luc Seufer, RrSG

Staff Support:

Marika Konings
Berry Cobb
Gisella Gruber

Coordinator: Please go ahead.

Gisella Gruber-White: Thank you. Good morning, good afternoon, and good evening to everyone on today's LOCK conference call on Thursday, the 13th of September. We have Alan Greenberg, Laurie Anderson, Matt Schneller, Celia Lerman, Kristine Dorraine, Faisal Shah, Gabriela Szlak, Jonathan Tennebaum, Juan Manuel Rojas, and Hago Dafalla, has just joined on the Adobe Connect room as well. We have apologies today noted from Michele Neylon, Luc Seuffer, and Baudouin Schombe.

From staff, we have Marika Konings, Barry Cobb, and myself Gisella Gruber. And if I can please remind everyone to state their names when speaking for transcript purposes. I hope I haven't left anyone of the list. Thank you and over to you Alan.

Alan Greenberg: Thank you very much. Michele is speaking at a meeting today and he asked me to take over as chair, and the last meeting we were reviewing and commenting on the definition of lock, and whether we should have one, and at what level of specificity.

And Marika suggested that perhaps we should go over the various public comments on Charter Questions 4A and B related to this subject, and that also includes survey results prior to continuing the actual discussion. In other words, we should inform ourselves on what other people are saying before we come to closure on how we handle the issue.

And with that Marika, since you are more familiar than I am with the specifics, can I ask you to start the - go over them one by one and give some opportunity to both look at them and decide whether - how we want to respond or how it changes our position? And we are looking about halfway down I think at Questions 4A and B. I think everyone should have scrolling capabilities.

Marika Konings: Yes, this is Marika. Actually starting on Page 6 and if I could just really take this opportunity as well to quickly comment on Item 2, which is the (public comment forum) on the public comments.

And just a note that we haven't received any stakeholder group or constituency statements to date and I'm just wondering if any participants in this group are aware of your stakeholder group or constituencies preparing anything to let us know so we just know what is forthcoming. Otherwise, encourage them to prepare a statement, because I think it will be helpful for the group to have that information on the public comment forum that still remains open. The reply period started now and we will see if further comments come in.

And then going to the public comment review tool. I think as I explained on the previous call, what I tried to do here is to list the comments that we received as part of the registrar and UDRP provider survey into this public comments review tool, because we asked them specifically in addition to the survey questions to provide their input on the charter questions that the working group has been tasked with.

So what I did especially from the registrar side is there were a lot of overlap in some of the responses. For some that said yes or no, I grouped them together. so it's not reflected here, but I just captured them as one response and I tried to take note of those that either you know contributed something different or made some specific points that are highlighted here in the survey tool.

So starting then on Page 6 towards the bottom, Comment Number 28, one of the comments was basically saying so the question is what constitutes a locked domain and should be defined. And the first comment basically says no it's not necessary, as the UDRP is sufficient explanation.

And I guess the idea of the public comment review tool for those that are maybe new to this is actually for the working group to provide a response to that or basically explain if they agree or don't agree and then indicate whether there is any kind of action or planning they are wanting to take based on the contribution received.

So on another note, Alan, did you want me to go through them one by one and give people an opportunity to respond to them or...?

Alan Greenberg: Yes, I think that's best. I mean since we are taking the time to go through it, we should try to formulate what the working group response is so we don't have to replicate this again when we go through the entire comments at a later date.

I guess my comment on 28 is a little bit of confusion. My recollection and certainly the discussion that we've been having here indicates that the UDRP policy does not define what lock is and I'm a little curious. Do I have a misunderstanding of this or is this answer just an anomaly?

Kristine.

Kristine Dorraine: Hi, this is Kristine Dorraine from National Arbitration Forum. The UDRP doesn't expressly define what a lock is, but we sort of all - all meaning providers have sort of gathered this interpretation from various parts of the UDRP. Mostly Paragraph 8, which says we are going to prevent transfers to another registrar or another registrant during the course of the UDRP proceeding. And we - and then it also says in Paragraph 2 that you know the conditions under which a registrar will transfer.

So the providers have sort of take that and taken the need for the lock out of that, and so it's helpful to have - from our perspective, it's helpful to have a more concrete definition rather than one that's sort of been pulled out of various places of the UDRP if that makes sense.

Alan Greenberg: Okay, any other comments. All right, the analysis if I can summarize or change the words of what you said is the definition may be sufficient, but we believe it should be explicit or that's at least the position we've been taking in this discussion of how should we define it.

Kristine Dorraine: Yeah, this is Kristine again. I absolutely agree. There are a great number of registrars who are today currently doing what the providers would consider a really good job of locking a domain name, and of course, they are probably going to take the view that of course the UDRP is really clear.

However, you do have to sort of read the UDRP and understand it to know what it is that they need to do, and I think the whole purpose of this working group and this sort of guidance that we are coming out with is to direct those people who maybe don't have that expertise to dig through the UDRP and figure it out.

And so I think that's maybe where some of the discrepancy is, because yes, the information is in the UDRP. I think that's what gives us the authority to even have this group is that something has to be done by the registrar, but I think it's less than clear in the UDRP as to what that is.

Alan Greenberg: Okay, thank you. All right, no other comments, Marika. Do you have - I presume you have enough to fill in the blank there and let's go on to 29.

Marika Konings: Yes, this is Marika - exactly. So Comment 29 is also from the registrar survey saying yes well-defined restrictions in terms of what the registrant can or cannot do with the UDRP domain will serve both registrars and registrants well.

Alan Greenberg: All right, I think the only answer to that is noted since it basically echoes what we just said. Keep going unless - please, if anyone has any comment, put

your hand up if you can. If you can't, just call out. And seeing nothing, let's go on to 30.

Marika Konings: I think Gabriela just raised her hand.

Alan Greenberg: You are right.

Gabriela Szlak: Yes, this is Gabriella.

Alan Greenberg: Go ahead.

Gabriela Szlak: Also, just to comment, one of the - I read some of the definitions in the comments that were published and it was interesting to see that someone said that it was obvious that locking (means) the provision to transfer (unless there is a) cancellation or modification, but that there were differences between registrars or among registrars regarding prohibiting (expiration) of a domain name during the lock.

And also they said that we've been discussing about WhoIS details, so this (word too) that we are not so obvious and we are not so easy to interpret from the UDRP as it is today.

Alan Greenberg: Thank you. I guess I have one comment. When we are using the term transfer here, what do we mean?

Gabriela Szlak: Well we should ask a registrar.

Alan Greenberg: No. No, a transfer in ICANN terminology normally means transferring between registrars, but I wonder are we using it here in terms of transferring between registrants.

Gabriela Szlak: I think it's both, but it's interesting to see that that is not also so obvious.

Alan Greenberg: Certainly the UDRP - not the UDRP, the - I'm acronym deprived right now.
The four-letter acronym for transferring.

Marika Konings: IRTP.

Alan Greenberg: IRTP, thank you. I just had a block. It's talking about a transfer between registrars, and in fact, in relation to IRTP, there has been a discussion of you know what about when we transfer between registrants, which is not that transfer. So it's interesting if the UDRP policy uses the term unmodified, which isn't really talking about something that perhaps we need to look at further and careful design.

Kristine.

Kristine Dorraine: Thank you, Kristine from National Arbitration Forum. To specifically address your question, Alan, Policy Paragraph 8 - excuse me. I'm sorry about that. That's my phone. Policy Paragraph 8 says that you may not transfer your domain name to another holder in Part A, and Part B says you may not transfer your domain name registration to another registrar.

Alan Greenberg: Okay, so the UDRP is explicit and covers both types of transfer, okay.

Kristine Dorraine: That's correct.

Alan Greenberg: Thank you. It has been a while since I've actually read that. You obviously look at it more often than I do. All right, so the prohibition is there, and therefore, you know we have the grounds for defining what lock means in relation to transferring if nothing else.

Okay, Marika, let's go. There are no more hands.

Marika Konings: So then, the next comment says that it's pretty much clear that generally, a lock is mean to prevent changes, but it might be worthwhile to examine what existing registrars do and issue a guideline based on that.

Alan Greenberg: I think all we can say is noted or something like that. I think that is indeed what we are trying to do. No more hands. Go ahead.

Marika Konings: Yeah and this is Marika. Maybe something to add there is that this survey was specifically I guess targeted as well to see what the practices are. So Number 31. I do think the locking of a domain name should be defined, i.e., what it means to lock a domain, but how it actually happens should be (matched) to the individual registrar to determine as long as it achieves the same results.

Alan Greenberg: Okay, comments none. I think in regards to that one, that's one of the things I think we need to discuss and you know that will be a topic for significant discussion as we go on. To what extent do we want to identify specific mechanisms or other things to lock it, or do we want to purely identify what the end impact is and leave it up to them for how to do it?

I don't think we've come to any closure on that one, so I think this is one of the open questions. No hands. Go ahead.

Marika Konings: So Number 32 - our proposal is to explain clearly to a registrant, because some of them do not know what it does and what does it mean that her/his domain is locked and what is going to happen with services like for example email, Web site, et cetera.

Alan Greenberg: That's interesting. I don't think we've had any discussion yet that is really targeting the registrant. Any thoughts, Kristine?

Kristine Dorraine: Yes, this is Kristine from National Arbitration Forum. My only thought with that is being careful to consider that how the registrars interact with their

customers of course is going to be very you know specific to their business model.

And it would probably in my opinion be sort of outside the scope of this working group only to the extent that we can't really control how the registrars interact with their end customers or offer a lot of - my point is I guess we could make like an advisory that says here are some things that you may wish to tell your customers.

In the same way, the providers may wish to provide more information to complainants about how the lock works or something. But I don't - I guess I feel like this particular comment is outside the scope. That's just I guess my thought for discussion.

Alan Greenberg: Let's go to Gabriela first. I have a comment, but I will put my hand up. Gabriela.

Gabriela Szlak: Thank you, this is Gabriela from Instituto. So my comment would be just very similar to the one that just made Kristine, but maybe in the sense that this is out of the scope of the group. We can have just like a best practices document or something regarding how to deal with this for registrars with their registrants. If the purpose is to explain to registrants what does it mean locking, then we can have this kind of best practices not only for registrants. I mean best practices in general regarding locking.

Thank you.

Alan Greenberg: Thank you, Gabriela. Let's go to Laurie and then I will get in at the end of the queue. Laurie, you might be muted.

Laurie Anderson: I am mute. Sorry about that. I agree with Kristine. Because as long as the justification for the lock is in the policy, then the registrar (has to realign the policy) to (unintelligible) with their customers.

Alan Greenberg: Okay, thank you. I have a question. Certainly, in the generic sense of registrars telling registrants what will happen if a UDRP occurs with their domain, that's purely registrar/registrant communication. However, once a UDRP is initiated, don't the providers have any interaction with the domain owner with the registrant?

Kristine Dorraine: Can I just jump...?

Alan Greenberg: Yes, go ahead.

Kristine Dorraine: This is Kristine. We actually try to avoid contact with the registrant until the case is formally commenced unless the registrant has specific questions. It has been our finding that when cyber flight occurs, it is typically because someone -- and then probably the complainant because the UDRP requires it -- has notified the registrant of the dispute before the registrar has locked.

And that might be because the registrar is ignoring us, just hasn't gotten our email, is dragging their feet. There are any number of reasons. Many of them perfectly acceptable and understandable, some obviously very nefarious, but the problem is that as a provider, the deal would be to not notify the registrant of a dispute until after the domain name is locked and the case has commenced or at least until after it's locked.

So for our purposes, we don't go out of our way to send anything to the respondent until after we have a lock on the domain name and we are commencing the case. So that would be sort of the reason and - what we do and the reason for it.

Alan Greenberg: Okay, no I have no problem with that. I mean certainly it makes sense to define lock from the point of view of the impact on a registrant not only telling a registrar what to do. So I think from that point of view, we need to set a policy whereby the registrant can be informed what it means when their domain is locked or what happens during the UDRP.

So from that perspective, regardless of who it is that informs them or whether it's purely in a document sitting on the ICANN Web site, I think one of the outcomes of our process should make sure that that information is sufficiently clear that it could be communicated to the registrant through one means or another.

Kristine Dorraine: Yes, this is Kristine again, just in response to Alan. Yes, I really do agree that as a matter of even just good customer service for a registrar, again it's my opinion. I don't run a registrar obviously, but I think it would be fantastic if registrars did provide the information to their registrants after they locked the domain name. And you know I think if ICANN had something, as a provider, I would be willing to even you know post the guidance.

You know if we came up with guidance and there was sort of a recommended you know notification to registrants or something or something that was sort of universal, we would be happy to post that on our Web site because we are always interested in helping both parties you know through the process as much as possible.

Alan Greenberg: Sure. Yes, I mean the bottom line is you should be able to do a Google search on UDRP lock you know impact or something like that and get something that comes out of it that makes some sense.

Kristine Dorraine: Right, absolutely.

Alan Greenberg: Yes, okay, I think this is an aspect we hadn't talked about before, so whatever our comment should be. You know we will consider it or something as we come up with a formal policy.

Matt Schneller: This is Matt Schneller. I'm sorry. I am not on the (unintelligible), so I can't...

((Crosstalk))

Alan Greenberg: Yes, go ahead Matt.

Matt Schneller: Just one quick idea. The providers typically require (standard provider coversheet) that has links to various aspects of the UDRP policy rules, supplemental rules, and all of that sort of stuff. To the extent that there is whatever (is in a document) that is best practices or whatever it ends up being, that could just be one of the links required on the standard provider coversheet.

Alan Greenberg: Okay, thank you. That's useful. All right, Marika, let's go.

Marika Konings: This is Marika again. So the next one, Comment Number 33, is a yes even if I think that the registry lock function has the same affect for gTLDs, but for ccTLD registries, which apply UDRP, it could be great to have a description even if sometimes the functions will not be the same from one registry to another.

Alan Greenberg: I'm having trouble parsing that. I am not quite sure I know what that says. I think it seems to be saying that you know we all know what it means for a gTLD, but it may be different for a ccTLD, though we should be explicit for what it means for a gTLD. You know that is - being consistent is not the same as telling people what it actually is. If that is what it is saying, I can't help but agree.

Kristine Dorraine: Alan, this is Kristine. I have a question and maybe the registrars among us can answer it. And my interpretation is very similar to yours. I think what they are saying is you know tell us how to do it for gTLDs because it might or might not apply to ccTLDs and then it would be helpful.

For the registrars that handle many ccTLDs, is there a difference? I mean are there different sort of you know terms and like - I don't know what they are called. Like statuses or categories for domain names. You have them in lock,

you have them in pending delete, or whatever those are called. Do ccTLDs have different sort of mechanisms and ways to like manipulate domain names?

Alan Greenberg: Laurie.

Laurie Anderson: Yeah, all of the - not all, but many of the ccTLD registries have their own lock state. They handle their UDRP -well not UDRP, but they handle their disputes similar to the UDRP or you know, but a lot of times, we aren't notified until there is a decision.

Alan Greenberg: You are saying in those cases, whatever the lock is, it's done at the registry level.

Laurie Anderson: Often times yes.

Alan Greenberg: Yeah, okay.

Laurie Anderson: With (.ca), the same thing. They do the locking, they generally - sometimes we get notified and sometimes we don't. But and it just depends. You know every ccTLD has its own sort of - like we have a master knowledge base that every time - and it changes frequently too and that's the confusing part. We have this like master knowledge base you know within the company that keeps us up to date on what's going on.

Alan Greenberg: All right, so I think we have a uniform idea of what this is saying, but I think it's really just reinforcing that it would be useful to have a single repository or a single statement of what lock means so everyone can understand it, be it registrant or registrar. And the differences between ccTLDs and gTLDs is just another one of the reasons why it may not be intuitively obvious what happens.

So Laurie is that a new hand or the old one?

Laurie Anderson: Sorry, that's an old hand.

Alan Greenberg: Okay, nothing personal. Okay, let us go on then, Marika.

Marika Konings: This is Marika again. Comment 34 - it's not self-explanatory, as perhaps it should be called an administrative lock.

Alan Greenberg: If the implication of that statement is by calling it an administrative lock it becomes self-explanatory, I'm afraid I don't agree.

Gabriela Szlak: I think we all agree that it is not.

Alan Greenberg: (If we need to define a title to it), I don't think that's clarity, but maybe there is some other interpretation of that statement.

Marika Konings: Yeah and this is Marika. Maybe it should be seen together in conjunction with Comment 36 where it should be defined - it would be defined if the lock is separate from existing (ETP) or maybe the implication is that people think that a lock equates to what the ETP status is.

And maybe the person is trying to say well if we call it differently, we need to define it differently or make sure there is no confusion between you know existing locks and what the lock in UDRP cases means. That's my interpretation.

Alan Greenberg: Yeah, I mean well when we get to 36, I will give it this irreverent comment. Kristine.

Kristine Dorraine: Hi, this is Kristine from NAV. The -- I was going to say the same thing that Marika said that I think as providers we see actually when people verify to us what's the -- that they lost the domain name. Sometimes they'll actually tell us this is the EPP status. And that was the - that was the sort of like phrase I was struggling with before.

But the EPP status actually varies between registrars that I think for us is part of the question. Should there be one EPP status that is sort of universal to all the registrars? Is that a problem? Is that (unintelligible) ccTLD's that are applying the straight UDRP not some variation but the ones like, you know, .tv or something or .to.

So I think that that might be what this is about. I mean this - this part - this idea of what that status is called has sort of been a problem. And we actually had to change our verification letter a couple of years ago because we were informed -- I don't even remember if it was by registrars or ICANN -- that we were actually asking for the wrong thing.

And so we had to sort of be more generic about what we were asking for because it's not the - the EPP status applied it's not the same across the board.

Alan Greenberg: You know, I mean early on in the - in these meetings I think we discussed but I don't think we came to anywhere near closure on whether one of the things we could do is in fact defining new EPP lock which explicitly and clearly does what we want, doesn't necessarily do other things.

And, you know, simple -- makes the position uniform -- the situation uniform across registrars. So certainly we could do that I don't know. I'm not going to comment right now but whether it - it's - it would be a good thing or not for a whole bunch of reasons.

But certainly that's one of the potential outcomes is coming up with a new status and of course a name to go along with it that is explicit in what it means in order to have the impact it has.

I'm not sure what our answer is to 34 other - other than, you know, coining a term is clearly something we could do. I'm not sure how it's going to fall out. I

think it will end up pretending whether we want it - want uniformity or want - or want to give registrars flexibility and I'm not sure how - how we would come down on that.

No more comments, let's try to do 35 then.

Marika Konings: This is Marika. Comment number 35 says, no transfer, no change of owner or other updates and not deleting.

Alan Greenberg: Which of course is explicitly counter to what most registrars do with regard to privacy or proxy type registrations where WHOIS is changed and it's one of the things deemed to be a good thing.

I don't think we can say anything else other than noted, that's part of our deliberations as to decide what this lock means and we have one opinion there. Thirty-six?

Marika Konings: Comment -- this is Marika again -- comment number 36, it should be defined - - it would be fine if the lock was separate from existing EPP status.

Alan Greenberg: Marika, in that sum - that's a summary I'm presuming. Does that mean there should be a new EPP status or it should be separate from any EPP status? The existing word confuses me there. I can take that in a bunch of ways.

Marika Konings: This is Marika. Yes, this is Marika. I think actually most of these comments are just copy and paste as they were relatively short. I can check back whether there was more specificity there. But I think in most of the cases I just copied and pasted what was - what was there.

Alan Greenberg: Yes, because I'm not - I'm not sure I read that - I'm not sure what they're saying. I'm not sure if they're advocating a new EPP status or - or - or simply we should define it period. Kristine?

Kristine Dorrain: Hi, this is Kristine from NAV. I wanted to just throw out there a third option or second. I'm not sure how many options we have for defining. But the one - one of the alternatives I considered was whether or not it's possible to "Lock a Domain Name" without changing the EPP status.

I think if that's what they're trying to say. So you wouldn't change the existing EPP status but you would lock it somehow anyway. Is that possible?

Alan Greenberg: Well, certainly some registrars do it without EPP changes. So I guess it's possible. I'm not sure I - I would agree that's what they're asking for but it - it is another interpretation.

Kristine Dorrain: Yes, I wasn't necessarily advocating that intro.

Alan Greenberg: No, I understand. I - I - from what I understand again I'm not a registrar and I never had a UDRP filed against me. But I would presume some registrars from what I've understood of our discussions do in fact lock the domains without an EPP command but do it purely on their internal systems. But I'm not 100% sure of that.

I think we should address question number 37 next, I like the answer.

Marika Konings: This is Marika. We're now going into the responses provided by the UDRP provider, so maybe I should actually take these two together. Thirty-seven says, yes there should be a definition.

And 38 says, given that the word lock could be confusing as to whether it only concerns the transfers to different registrants or registrar or the use of the domain name as well clarification of the term should be prerequisite for creating any rules regarding a launch.

Alan Greenberg: Hard - hard to argue with that. No specific other comments other than my irreverent one, let's go on to 39.

Marika Konings: So this is Marika again, so this basically goes into the - the responses on charter question on 4b, once a domain name is locked pursuant to an UDRP proceeding the registrant information for the domain name may be changed or modified.

As a comment 39 says, it depends on circumstances for example if registrant moves updates may be necessary to maintain WHOIS accuracy requirements.

Alan Greenberg: That's certainly a reasonable statement and I think we need to remember that as we're coming up with a definitions and - and what the rules are. I mean if I tell a registrar that, you know, the phone number they have for me is no longer in service and here's a new phone number, there's no question we want WHOIS to be updated to reflect that. Kristine?

Kristine Dorrain: Hi Kristine again. I'm sorry to monopolize the conversation.

Alan Greenberg: No, please I'm glad to have people I can call on. Otherwise I get bored listening to only myself.

Kristine Dorrain: And that's okay, so anyway I was going to suggest that there's two sort of sides to this answer - to sort of considering what our opinions are on this answer or this comment.

The -- obviously we've got people who have accurate data who wants to keep it accurate which is one consideration. And then you have people WHOIS data was inaccurate to begin with.

The UDRP brings to light to the registrar that WHOIS information is inaccurate. And now the registrar's says, "Oh my god I need to have this fixed and then starts on a mission to try to get it fixed and updated."

And all of that I think is kind of, you know, generally speaking good. From the provider standpoint though let me tell you why this is a problem because at some point we have to call a case commenced.

At some point we have to get information back from the registrar from looking in the WHOIS that says, these are the people I have to serve and we have to do that in a timely fashion.

On the form we try to serve a case, you know, 24-48 hours if there is no deficiency. So when we get information back that says that this is the WHOIS that's locked we're going to commence that case against the information listed in the WHOIS and provided by the registrar.

If that WHOIS is now a moving target and it's continually updating, that has a very good public policy, you know, there's a very good public policy for doing that generally.

The question is what is the impact been on the UDRP? UDRP providers, you know, can't keep going back and reserving or, you know, somehow being re-notified of changes.

So from the provider's standpoint we hesitate to have a moving target. So we would just probably want the guidance to make sure that once we have served the parties as per the information on the WHOIS at the time of lock that we're done.

Alan Greenberg: I have a question though. Surely in at least some cases it's the provider that tells the registrar WHOIS is not accurate that it's specifically the mailing address we're trying to send something to. You know, the Post Office or FedEx says it doesn't exist.

Kristine Dorrain: Actually we never notify the registrar of that.

Alan Greenberg: Oh, then how does the registrar find out?

Kristine Dorrain: A lot of times they look at it and they can tell. Most of the time we can tell by looking at it that it's obviously fake. So yes, it's not, you know, I think the rest of the time, you know, it's just, you know, a bad street address or something.

And with, you know, most of the service in the UDRP now was done via email.

Alan Greenberg: Okay.

Kristine Dorrain: Only - only a letter is sent to the parties at this point in hard copy so, you know, for the most part it's mostly the email address that's the most important thing for us.

So I guess, you know, back to your question if you update the phone number, it's not a big deal. But, no, we - we follow the UDRP rules specifically as far as what we have to note and I don't know honestly how the registrars figure it out.

Alan Greenberg: What do you do when the email you send bounces?

Kristine Dorrain: Yes, maybe - the registrar may see that and figure out that it's wrong or some other reason.

Alan Greenberg: No, my question was, what do you - what does the provider do when the email they send out bounces?

Kristine Dorrain: We would do nothing because we usually send it to a stack of email addresses. You know, there's -- if one or more of them bounce, then that just goes into the file for the panel to - to observe and see, you know.

Alan Greenberg: Okay.

Kristine Dorrain: So the way we look at it is it's the respondent's job or the registrar's job to keep their WHOIS information accurate. And we did send a notice to the email fax and the mail even though the entire complaint was sent via email there were notices sent to all the information.

And if it's completely wrong then that's sort of, they should have kept it updated.

Alan Greenberg: Okay. So you don't try to recover that, that's - the fact that the communication didn't get through maybe noted in the file if you know it didn't get through, but that's simply...

Kristine Dorrain: Yes...

Alan Greenberg: ...that's simply input for the panel.

Kristine Dorrain: Yes.

Alan Greenberg: Okay.

Kristine Dorrain: And we have a couple of panelists -- I know this is a tangent -- come back and say, you know, go after the registrar if they have something else or you know, very few cases where the regist- where the panels come back and ask us to do more research to try to get better service. But it's pretty rare.

Alan Greenberg: Okay, interesting. I'm - I'm learning a lot from this. Who's next? We have Laurie.

Laurie Anderson: I was just going to say if the registrant isn't notified -- we had cases where the registrant is not notified because their WHOIS is wrong. But they noticed that the domain is locked and they'll contact the registrar and ask why.

So -- and if they haven't received a copy either of the - of the complaint, then we'll certainly forward it to them.

Alan Greenberg: Okay, yes I mean certainly -- there's plenty of cases where the information is wrong innocently. So, I'm not sure if there are many cases where the UDRP's are involved. Of course that may be more rare.

Next, do we need an answer on this one? I don't even remember which question we're talking about.

((Crosstalk))

Marika Konings: This is Marika. On 39, maybe to just note that, you know, something the working group needs to take into consideration when it comes to news and discussions I guess.

Alan Greenberg: Yes, okay thank you. Let's go on. By the way I'd like to end this meeting a little bit early because there's a GNSO council meeting immediately following it, so certainly not more than 10 more minutes maybe even a little bit less. So we may or may not get through this list. Go ahead Marika.

Marika Konings: This is Marika. So next is number 14 - 40, yes the registrar should be able to remove proxy or registrar data to reflect actual customer.

Alan Greenberg: Okay, no hands, no comments, 41.

Marika Konings: Comment 41, I disagree with the suspension and stay proceedings of the UDRP dispute. If the two parties are willing now to transfer the domain name, why were they not willing to do so prior to UDRP being initiated?

I think that when a domain locked for a UDRP the UDRP should follow through to completion and a decision dispute boards as to the release of a domain name.

Suspensions and stays require registrar involvement ensure that the domain name is transferred to the appropriate account information which we are not privy to unless we are provided that by the complainant.

Alan Greenberg: I have no comments on that because I have no knowledge of it. Does anyone either registrars or providers have any comments; that's a - a substantive statement there? And I'm not 100% sure it's within our - within our scope to talk about.

Woman: May I - may I ask a question about this?

Alan Greenberg: Sure.

Woman: Are they talking about the possibility of agreement between the parties before the UDRP is over, is this the comment about?

Alan Greenberg: I don't know - I don't know what capitalized suspension and stay means but that's the way I read it. Kristine you have your hand up.

Kristine Dorrain: Yes, this is Kristine from NAV, that's exactly what the suspension and the stay process are. Once a UDRP is filed the parties if they decide to negotiate at that point will - will -- are permitted I think both rules at least if not the other providers, to agree to suspend or stay the case for the purposes of negotiating a discussion.

At which point if they do reach an agreement, they will mutually agree to withdraw the UDRP complaint so the domain name can be transferred between them.

Now I don't know exactly how (Whipo) handles it. NAV tells the registrar that the domain name can be unlocked if the parties agree, you know, sort of to

the - to the registrar's satisfaction, that - that want to transfer the domain name.

So typically the few registrars I've talked to about this would require sort of what we require which is the - something signed by both parties that says, "This is what we want please update the WHOIS information to this new registrant. We want to transfer this new domain name."

And I believe that this comment is saying this is a huge hassle. And I believe that the hassle it prevents - presents for a registrar and I'm sure others can weigh in is that they then have to make a decision.

You know, whereas when we tell them to lock and tell them to unlock it's sort of like they don't have to make a lot of - put a lot of thought into it. The UDRP provider says it's a legitimate complaint, we'll lock it.

The panel says to unlock the domain name because the respondent prevailed or the panel says to transfer very well we can do that. But the suspension and the stay process requires the registrar to have a little bit of sophistication and be able to figure out if the parties are really in agreement, if the letter's not fake and, you know.

And we get some emails from registrars who are very confused about the process. So I think while it might be sort of outside the scope of this to decide whether or not suspensions and stays are permitted because, you know, both providers have supplemental rules that do allow them and ICANN has objected to that.

The impact of that certainly I think is interesting for discussion if nothing else, is maybe a set of guidelines or best practices that might the providers make it easier for -- that some of the smaller registrars with less - fewer resources to be able to implement those things.

So from a provider standpoint I think I'm fascinated by this comment. And I wouldn't necessarily write it off as being irrelevant.

Alan Greenberg: Okay, it's Alan, I have a question. As I read this and it list -- I know listening to what you just said. If a UDRP is successful and a transfer is ordered, then the provider tells the registrar who to transfer to? Is that correct?

Kristine Dorrain: The decision says that the prevailing parties the complainant shall have the domain name transferred to them.

Alan Greenberg: Yes.

Kristine Dorrain: And I think that sort of what this is referring to is the fact that in many cases is that then requires subsequent terms - conversations or email traffic between the prevailing party, the complainant and the registrar.

Because if the respondent the prevailing party, presumably there's not much to do but unlock. So I think what this person is saying if we're going to allow this, make the complainant provide upfront, you know, what the information to transfer to is so we can just do that right up front.

And I think there was a comment above for question 4a that was similar that said, you know, make the complainant tell us in the original complaint who should receive this domain name because if you win, we don't want to have to go hunt you down and try to figure it out.

And I believe that that's the best thing. I don't know if I answered your question, or not.

Alan Greenberg: Not - not quite. Let me flesh out the whole question. I only asked half of it. As I understand it basically if a UDRP is successful and the complainant wins and wants the domain transferred, the original domain registrant doesn't have to take action to make that happen with the registrars.

It's an interaction with the provider and perhaps the complainer, the person who issued the complaint but not the registrant -- the original registrant. In the case of a suspension and stay the two parties get together on the side and decide that yes it will be transferred but the order to transfer doesn't come from the reg- doesn't come from the provider -- the dispute provider and therefore it's - it's a more complex process.

Kristine Dorrain: You're 100%...

Alan Greenberg: Because the registrant could agree with - with the person who filed the UDRP and then tell the registrar to transfer it to their friend (Joe).

Kristine Dorrain: Yes, absolutely.

Alan Greenberg: So if - if the process had been written differently that is if there is a suspension when the parties agree they tell the provider that they've come to an agreement and the provider orders the transfer, that would have made it okay for the registrar but that isn't the way it's written right now. I think that's the substance of the problem.

Kristine Dorrain: Okay, yes duly noted. Yes, that's - that's I can see how that can be one of these things that we want to talk about for sure.

Alan Greenberg: Yes. I'm not sure it's within our domain to add that task to the regis- to the provider's workload but that would solve the problem I think they're identifying here. Matt?

Kristine Dorrain: Excuse me -- I think you're right but I think and I think throughout this process I at least myself have noted several places where we may not be making an absolute rule or a policy but we may be offering as Gabriella mentioned some best practices.

How do you want to notify the registrants? What can providers do off line to make stays easier? I think these are all things that are going to help the process at the end of the whether or not they end up with a policy in place.

I know that based on just this alone I as a provide can go and update my supplemental rules to make the process easier.

Alan Greenberg: Okay, just out of curiosity, is our stays - suspensions and stays common?

Kristine Dorrain: Yes, absolutely.

Alan Greenberg: Okay. Go ahead Laurie?

Laurie Anderson: I was just going to say that - that when it comes to implementing a decision we always deal with the authorized rep. Because the authorized rep is the one that we think - we've been in communication with, is notified. You know, not that the registrant isn't notified but we always have the full contact details for the authorized representative in the case.

So if it's an attorney, generally we will transfer the business - move the domain to the control of the authorized rep or whoever they deem that we, you know, if they give us the contact information for the registrant, then that's what we'll do. And they have to provide us with a new account to hold the domain name.

Alan Greenberg: Okay, thank you. Matt's comment is in the - in the chat I think maybe worth reading into. Matt, do you want to get on and say it or - or do you want me to read it?

Matt Schneller: Sure I can say it.

Alan Greenberg: Go ahead.

Matt Schneller: A lot of times complainants and the parties generally to UDRP are kind of leery of doing the suspension process because depending on the mechanics of the provider would actually require withdrawing the complaint and since you've already paid your administrative fees it is a certainty to the process and no one's exactly sure how it works and no one kind of completely trust it.

So a lot of times what parties would do is they agree to transfer, is just submit the transfer document to the panel. The panel then instead of writing up the full UDRP position they'll just say, "Hey, the parties have agreed to transfer, so we're not going to get into the details and the panel orders the domain name transfer."

That way the provider can simply step out of the way once the decision has been issued the lock obviously comes off at the close of the UDRP proceeding and you don't have to deal with any of the mechanical issues.

So it can be a quicker way and a little bit more certain way to resolve the mutually agreed upon transfer.

Alan Greenberg: You're saying in my ignorance I was pressing to suggesting something that actually could be done that is happening in some cases, that is it loops back and goes through the provider to actually do the order?

Matt Schneller: Yes, I'd say that probably happens maybe half the time when the parties agree to transfer a domain.

Alan Greenberg: Okay. We could suggest the best practices if we chose that recommends that to eliminate the hassle. Okay, anything else? Kristine?

Kristine Dorrain: One comment only to Matt's suggestion is that I have -- we absolutely see a lot of that what he talked about with the transfer being ordered by the panel directly.

The one thing is that many respondents do not want to do it that way so the stay is actually more respondent-friendly than probably complainant-friendly because the respondent don't - the respondents don't want their name to show up on the publicly available decision database.

So when this happens and the parties have agreed and the case proceeds to a decision on the merits, the decision is then published even though it's an agreement, you know, a consent, decree or a consent decision, the agreement is still published online with the parties names included.

And there are many respondents who don't want that part of the, you know, sort of repertoire so they want these stay or suspensions - they want the transfer to happen outside of the official UDRP process.

Alan Greenberg: Thank you for that useful comment. We're two minutes before the hour and Marika and I are due at another meeting in less than two minutes now. So I'm going to call an abrupt halt to this meeting, somewhat unceremoniously and we'll continue with this review next week. Thank you all.

Kristine Dorrain: Thanks everyone.

Alan Greenberg: Bye, bye.

Marika Konings: Thank you.

END