

**ICANN  
Transcription  
IRTP Part D Working Group meeting  
Monday 10 February 2014 at 16:00 UTC**

Note: The following is the output of transcribing from an audio recording of IRTP Part D Working Group call on the Monday 10 February 2014 at 16:00 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-irtp-d-20140210-en.mp3>  
On page: <http://gnso.icann.org/calendar/#feb>

Attendees:

Graeme Bunton - RrSG  
Avri Doria – NCSG  
Mikey O'Connor – ISPCP  
Barbara Knight – RySG  
Kristina Dorrain – NAF  
Volker Greimann – RrSG  
James Bladel - RrSG  
Angie Graves – BC  
Chris Chaplow – CBUC  
Kevin Erdman - IPC

Apologies:

Paul Diaz – RySG

ICANN staff:

Lars Hoffmann  
Berry Cobb  
Nathalie Peregrine

Coordinator: And pardon me, everyone. This is the operator. Just need to inform you that today's conference call is being recorded. If you have any objections you may disconnect your line at this time. And you may begin.

Nathalie Peregrine: Thank you ever so much, (Laurie). Good morning, good afternoon, good evening everybody. This is the IRTP-D call on the 10th of February, 2014. On

the call today we have Mikey O'Connor, James Bladel, Holly Raiche, Barbara Knight, Volker Greimann, Chris Chaplow, Kristine Dorrain, Avri Doria and Graeme Bunton.

We have an apology from Paul Diaz. And from staff we have Lars Hoffman, Berry Cobb and myself, Nathalie Peregrine.

I'd like to remind you all to please state your names before speaking for transcription purposes. Thank you ever so much and over to you.

James Bladel: Thank you, Nathalie and (Laurie). And welcome, everyone, to IRTP-D PDP Working Group call for February 10. And as per our normal order of business if anyone has any changes to their statements of interest please indicate so my interrupt me now on the phone or raising your hand in the Adobe chat room.

Okay seeing no takers there I would ask everyone who has had a chance to review the draft agenda that was circulated on the list and appears in the right hand column of the Adobe chat room. Does anyone have any comments or additions to that draft agenda?

Okay so we will consider that agenda adopted. So thanks, everyone, for rejoining. And we wanted to note that the - we are making fairly good progress. The initial report, at least the latest draft, was circulated on the working group.

I noticed that there was a fairly healthy conversation on a couple of threads. I would be less than totally honest if I told you that I was following them all because I was stuck in the Denver airport for what seemed like most of last week but I think it was just like 7 hours. And so I was not able to keep up with some of the traffic that was going on there.

But I did see the note this morning from Holly and Lars and I believe Mikey that some of those comments were captured in this draft. So, Lars, just to confirm that those comments that were circulated last week on the list are reflected in this draft that was sent to the list this morning and appears in the Adobe room?

Lars Hoffman: Yes, James. Sorry, this is Lars. The changes that we made and also the paragraph that I sent around this morning following Holly's email is also included in Recommendation D.

James Bladel: Excellent. Thank you very much for the quick turnaround on that, Lars. And for folks who haven't had a chance to see it this will be a good time to review.

So let's then continue. And I think it says Page 22 but I thought we were a little further down the road than that. I could be misremembering. Lars, do you have a bookmark or a placeholder or someplace or did you leave a bread crumb so we can find our way back?

Lars Hoffman: I think we left off at Question E last week but I think we went as good as through that too.

James Bladel: So E as in Edward?

Lars Hoffman: Yeah, E as in Edward. It's the FOA - I believe it's the FOA recommendation, which is rather short. And then if we don't want to go back in looking through the changes which are - I've (updated) following the discussions then there's always Annex C with the use cases which would follow also from the (unintelligible) that was from a different thread maybe last week.

James Bladel: Okay thank you that does sound familiar now. So my recommendation if there are no objections let's read through E and F fairly quickly because they are, as Lars indicated, those were very short. And in fact we discussed these charter questions. Very early on in our work we identified that these were -

we called them low-hanging fruit and we knocked those out I think in the first couple of weeks after this working group was standing up.

So, you know, it may have to - we may have to jog our memories a little bit here and just circle back to, you know, earlier - like last summer or something like that to get us to remember where we were.

But it should be just a few minutes here. We'll run through those and then we can go through Annex C the use cases and then we'll circle back to take a look at some of the highlighted red text and then I think then we're at a position and certainly open to any course changes here from the group but I think then we're at a position where we can say yes we need to start going through this thing section by section because we're ready to put some final touches on this thing and get it going.

So let's start with Charter Question E which is Section 5.2.5 at the bottom third of Page 33. Charter question, "Whether existing penalties for policy violations are sufficient or if additional provisions or penalties for specific violations should be added into the policy description," blah, blah, blah. And we go down to the working group observations.

There was only one part that I wanted to capture here if I can just editorialize for a moment. I think - I want to be sure that we didn't say that it would be unprecedented for an ICANN policy to come with its own set of sanctions because I think the AGP limits policy would probably be a fairly prominent exception to that statement.

So if we make any statements like that, Lars, we should probably indicate that it's unusual or atypical as opposed to unprecedented. And I see a green checkmark. So, yeah, just didn't want anyone to kind of hold that up in the meeting and say, "Ah-ha, I got you; here's a policy where you guys are wrong."

So then skipping down to 5.2.5.3, Preliminary Recommendations, "The working group concludes that the new penalty structures, which have come into play with the new 2009 RAA and the 2013 RAA are sufficiently nuanced to deal with IRTP violations therefore the working group recommends no additional policy - penalty provisions are added to the existing policy."

"Furthermore the working group recommends that, as a matter of principle, the GNSO Consensus Policy should not have individual sanctions," So here I think we should say "should avoid" rather than "should not have" because I think that is contradicting AGP limits.

"Rather it is desirable that the overarching RAA and RRA penalty structures is drafted in a way that assures uniformity and consistency of policy violation penalties."

So my recommendation here - do we say RAA or do we mean RA, the Registry Agreement or do we mean the Registry Registrar Agreement? Because that's between two private parties and not...

((Crosstalk))

Mikey O'Connor: Yeah, I think - this is Mikey - I think we mean RA there.

James Bladel: Okay awesome. Thanks, Mikey. I thought I was losing it there for a minute? And then I just think that we - instead of saying, "should not have" I think we should say "should avoid" or, "should not typically have" or something like that. I think that - yes, okay - I saw a hand and then I saw a green checkmark so, Lars, are you good?

Lars Hoffman: Sorry, James. Yeah, we're good.

((Crosstalk))

Lars Hoffman: I meant to do the checkmark...

((Crosstalk))

James Bladel: Okay thanks so we're good there. Any other thoughts from the group on this either the recommendation, the language or the concept? I know it's, you know, it's been a long time since we've looked at this particular issue and some of the things that we came up with I want to make sure everybody's still on board with all this and nothing's happened in the intervening months to change our mind so I want to give everybody an opportunity to pull the breaks if they think we're (unintelligible) to see green checkmark from Mikey.

I guess it's either really early in the morning or this is just so noncontroversial that nobody even wants to - oh, green checkmark from Barbara. That carries a lot of weight with me, by the way, and Holly.

Okay well we'll have another opportunity to look at it certainly before this report goes out but I feel like this is - this is a well-trod path here. Okay so then moving to Charter Question F as in finished.

"The universal adoption and implementation of EPP auth info codes has eliminated the need for FOAs," I think instead of "of" FOAs. "A description," blah, blah, blah, working group observations, blah, blah, blah.

"Preliminary working - recommendations. The working group does not recommend the elimination of FOAs." And just to summarize a few sections above that I kind of skimmed through. I think we found that while EPP auth info codes are important as a technical security mechanism they did not provide sufficient paper trail of a registrant awareness of and acceptance of a transfer - sorry, not registration, transfer contact awareness of the transfer in case something went wrong.

So in the vast majority of transfers the EPP auth info code would be used and that would be fine but in those few cases where something were to go off the rails the FOA was necessary to untangle that dispute and establish the authorization was in fact sought and obtained.

So I don't know, does anyone want to spend some more time on this? I think that we have - again, we have several months since we've looked at this one last and it was fairly noncontroversial at the time but want to make sure folks have an opportunity to raise their hand if they have objections or something's changed their mind in the interim. So okay, I don't see anyone jumping up to put the breaks on this one either.

So I think we're good then with F. And then that takes us to the end of our charter questions and our preliminary recommendation. So thanks, everyone, it's been a long time coming to get to this point and I think we've hit a decent milestone here. So I'll just do a little applause thing. Okay.

Moving then to Agenda Item Number 3, which is we want to take a look at the use cases for Annex C which hearkens back to our discussion of Charter Question C regarding the dispute option for registrants. And we wanted to go through these.

And, Mikey, would it be too much to put you on the spot here? Because I know you kind of held the pen on a lot of these use cases and making sure that we weren't - there wasn't too much overlap and that they were all distinct. Would that be okay if you kind of walked us through those or...

Mikey O'Connor: Yeah, this is Mikey. That would be fine. Lars, do you have a copy of it? I thought - I was headed for the bottom of the document but I realize it's not in there so if you've got one handy to upload otherwise I can dredge up the draft really quick. I see your hand's up, you want to take it away for a minute?

Lars Hoffman: Yeah, thanks, Mikey. I'm sorry about that. I hadn't realized when I created the PDF from the Word document it for some reason did not include the Annex. So I'm just doing a copy paste situation. It'll be one minute. I'm really sorry about this.

James Bladel: Oh see and I think the agenda said "If time permits" so you had no faith that we were going to get to this item in our agenda, right?

Mikey O'Connor: Yeah.

((Crosstalk))

Lars Hoffman: Maybe, James. Maybe.

Mikey O'Connor: Well, you know, Lars, I could go into screen sharing mode and it might be better anyway because I realize that this is a draft that I meant to go back to so it's in considerably rougher shape than it should be. And so let me just go into screen sharing mode and then maybe we can do a little editing on the fly. Let me just set my screen up so it'll work.

Okay so get rid of that. We'll get this going. There are a few more - James, someday I'm going to have to show you how to do this. Kind of fun. Okay so here we go. You should be seeing - yeah, you see what I see.

All right so I'm in the draft Word document. There we go. So what this is is a combination of the - of the use cases that we came up with and the use cases that Compliance described as what they can do. And so I put these together.

And didn't really remove any duplicates. I didn't do much terribly controversial. But the reason I really wanted to take you all through this is because I made a lot of guesses when it comes to those columns over on the other side.



Actually now that I think about it I'm going to impose on you all one more time because I think I want to do this in the spreadsheet because what I'd like to do is walk you through the guesses that I made and see if - oh my gracious, oh that's why it's so goofy.

Sorry. Everybody gets to see my life as I go look for the - as I go look for the - I sure hope I can find this in a reasonable amount of time. Not all readable ones, just Excel files, thank you very much. Ah, there it is right there. I think that's the last version. Yeah, okay. Okay let me make that a little bit bigger so you can read it. Not quite that big. See what happens if I shrink that just a touch.

Because basically what's going on in this spreadsheet is that each little section has a drop down menu that we can pick. And so what it want to do is take you through these sort of line by line. There are not that many and I think once I get a sense from you all as to the answers I can go ahead and carry forward.

Oh, thanks, Lars for widening that out. That was a big help.

So these first ones, as I was saying, are largely Compliance. And the controversial part that I want to highlight are these ones that are blue in the Parties' column. And I went and got a little bit adventuresome here and I need especially the registrars to take a hard look at this and see what you think because what - just to walk you through this first one, this top row.

So the first one is, "A registrar is not authorizing a transfer out or is not providing an auth info code in a timely way." Clearly IRTP and TDRP apply. Compliance thinks it has a role in this one. And the reason that I need you to think about this is I decided that sometimes registrants are a party and in a way this is consistent with the conversation we had on the list today.

Which is, it's often the registrant who's going to be sticking their hand up and saying, "Hey wait, registrar is not authorizing the transfer out, what should I do?" So I'm not saying that they're authorized to launch a TDRP. We've had that discussion. But they are a party to all this. And they need to know what to do about this problem if they don't get satisfaction from their registrar.

And I want to say that a lot over and over again and give you registrars a chance to sort of think about that and whether that's consistent with the way you'd like this table to look because, you know, this is not - this is mostly documentation, it's not policy. But if this gives you heartburn this is a good time to talk about.

So I've talked on for a while. I haven't seen any hands get flung up. Bladel's got his hand up. Go for it, James.

James Bladel: Hey, Mike, thanks. James Bladel speaking. As a registrar I think that this is fairly reflective of the status quo. Because, and certainly looking for some of the other registrars to jump in here. But we have seen notifications from let's say ICANN or from, you know, where the source of the complaint was either - I know the registrar attempting to execute a transfer and - on behalf of a registrant or from that registrant themselves.

So I don't think that this is - I don't think we're blazing new trails here. I think that this is occurring. I think that's also true of the Item Number 3 about the registrar and not unlocking the name.

Now that said I think those are fed through - they kind of wind their way through the other registrar and ICANN. They don't - it's never a case where just one party is unilaterally raising these issues. They usually are done in conjunction with other parties. I don't know if that helps.

Mikey O'Connor: Yeah, it does help and it's consistent with the intent that I had for that category which is not to say who drives the dispute or who has access to the

TDRP but just to acknowledge that there are cases when registrars and registrants are both parties to it.

So would you say that 3 I left as entirely between registrars. But what I heard you say was that this was another one of these that's more like registrars and registrants, is that right, James?

James Bladel: I think that's correct. I don't know if Volker wants to weigh in on that but I think that is correct. We have, again, seen instances where a registrant is contacting us directly or a registrar is contacting us on behalf of their customer so I think that's correct.

Mikey O'Connor: Okay. All right so let me just step you quickly through the rest of these with the intent that if any of the - if anybody in the working group is uncomfortable in either direction, either, you know, registrants are uncomfortable or registrars, we'll just stop but otherwise I'll just start walking you through this.

So the next one that Compliance brought up was that the registrar is not participating and several attempts have been made by the other registrars including hitting the emergency action contact.

And in that case it seemed to me that that's largely a registrar to registrar kind of problem and that clearly Compliance has a role in there and that the registrar's next step would be to go to Compliance if they can't get the - but I wouldn't expect a registrant to get terribly involved in this because I imagine they wouldn't see it.

Next one is registrar is not unlocking a name. That's the one we just went through. Another version of that is the registrar is not allowing the registrant to unlock the name by themselves, similar kind of thing. The next one is, again, sort of inside the process rather than, you know, and so I put it between the registrars.

Here the administrative contact and the registrant are in conflict. And here I'm saying ICANN policy does not apply. And that - and that gets me to a new thing to talk about.

When I'm filling this cell out this way what I'm saying is ICANN policy does not apply today but when IRTP-C gets implemented it may. So...

((Crosstalk))

James Bladel: Mikey, can I jump in on this?

Mikey O'Connor: So oh my goodness, look at all that. I've got to rearrange my screen so that I can see all these hands. Go ahead, James and then...

((Crosstalk))

James Bladel: Oh so real quickly two points. On Item Number 7 - wait, Item Number 7, administrative contact versus registrant. The ICANN policy actually does cover that scenario. And it states very clearly that the registrant authorization or denial of authorization will overrule the administrative contact's authorization.

So I think we're clear on that one. What I think we're trying to capture with this use case is that the two - it's Number 9 so I wanted to draw a distinction between Number 7 and Number 9 because...

Mikey O'Connor: Okay.

James Bladel: ...Number 7 is very clearly and explicitly called out in I believe IRTP - somewhere buried in there. I'll have to look it up but it's like one sentence but it says something in the event that the registrant and the administrative contact do not agree on the authorization for a transfer the registrant's

authorization shall prevail, something like that. So it's - so I think that's covered.

I did want to set back one bit to Item 6 because I think if we go up one...

((Crosstalk))

James Bladel: Oh sorry, am I going...

((Crosstalk))

Mikey O'Connor: Sorry, no, no, there. Spastic click, I'm sorry. I apologize. I apologize frantically. Sorry, sorry, sorry. Go ahead.

James Bladel: That's okay, we're about 5 seconds delayed on the screen so when you did that it took me a minute to see what you were...

((Crosstalk))

Mikey O'Connor: Yeah, well it was exciting. Whoa, what happened? Okay back to 6.

James Bladel: So back to 6 whether the FOAs are not (unintelligible) to the two transfer contacts. So obviously the FOA has to be sent by the gaining registrar in order to transfer the name, that's required. But I think it was IRTP-B and perhaps C, I get these all mixed up, where we did also require the losing registrar to send an FOA to the - to the transfer contact.

So how will we know if that second part - so I agree with you, existing IRTP TDRP applies but I don't know that it's entirely between registrars because I think it's possible that a registrant could say hey got the FOA from my new registrar but I didn't get the FOA from my old registrar and they're supposed to do that.

Yeah, yeah, I think that might be - I don't know. I'm looking for other folks to weigh in...

Mikey O'Connor: Yeah, that's...

((Crosstalk))

James Bladel: ...but I think that that might be correct.

((Crosstalk))

Mikey O'Connor: ...the most straightforward approach. This is exactly what I wanted to do. And one of the things I want to also do is...

James Bladel: Did we lose you?

Mikey O'Connor: No, no I'm typing again. You know, chewing gum and walking at the same time I have a really hard time with it.

James Bladel: That's okay. You just stopped in the middle of a sentence so I wondered if we lost you.

Mikey O'Connor: Yeah.

((Crosstalk))

Mikey O'Connor: Priority interrupt. Sorry. So I may go ahead and make two out of this so that we can make that distinction clearer.

James Bladel: Okay, sounds good.

Mikey O'Connor: Okay oh gracious all these hands went down so James caught all the mistakes I made. Way to go, James.

James Bladel: Sorry, folks. Didn't mean to steal your thunder.

Mikey O'Connor: Okay so let's see so we've done that one. We've done 7. Eight, "When the auth code is sent to the wrong Whois contact..."

James Bladel: Volker's back in the queue.

Mikey O'Connor: Oh, Volker, go ahead. Thank you, James. Volker, you're silent. You're muted I bet. You're still muted. Oh where James is even the screen is freezing. Volker is say, "Hmm." Oh is it the dreaded microphone problem again? Yeah I bet it is. You want to give James a shorthand hint? Maybe he can carry the ball for you. James, if you can keep an eye on the chat maybe Volker can...

((Crosstalk))

James Bladel: I will. I'll watch dog that for you and...

Mikey O'Connor: Yeah, that'd be great. Sorry to hear your mic's broken, Volker. Okay let's see, where are we? "Auth code is sent to the wrong Whois contact to the account holder that is sometimes not listed in the Whois." This is one of theirs. I'm not sure - "To the account that is sometimes not listed in Whois."

James Bladel: Mikey, this is James can I...

Mikey O'Connor: Yeah, jump in please.

James Bladel: If this is a true use case then someone - I don't know if it's Compliance or the registrar liaison but somebody needs to - we have a registrar that is totally lost and doesn't know how to execute transfers and they need help more than sanctions because they just clearly don't know what they're doing.

So, I mean, I just - I don't mean to sound silly here but I just - I feel like this is such a basic and elemental component that if someone is doing this - and I see Barbara's hand's up. Maybe she can help me understand if there's maybe a scenario that I'm not seeing. But it feels like if someone's doing this that they're doing it wrong.

Mikey O'Connor: Barbara, go ahead.

Barbara Knight: Thank you, Mikey and James. This is Barbara for the transcript. So my only comment here was I don't know that the IRTP really indicates who the auth info code would be sent to. It just basically says the registrar has an obligation to provide it within 5 days of, you know, a request for that from - and it might say the registrant or registered name holder.

So from that perspective I don't know that it gets into that much detail as far as specifically who it has to be sent to. Is that right or does anyone - can anyone else confirm whether or not that's the case? Does it state...

((Crosstalk))

James Bladel: I'm looking that up now. Sorry, this is...

Barbara Knight: ...point of contact.

James Bladel: This is James. I'm looking at it now and I thought that the FOA was required to be sent to the transfer contact which would be to the registrant or the admin contact. But I'm going to confirm because now I'm wondering if they just kind of glossed over that part. So let me circle back and check.

Barbara Knight: Right. And so I guess my only comment here was if, you know, if it's not specifically it just says the registered name holder I don't know if that necessarily equates to the transfer point of contact being either the registrant or the administrative contact.



Mikey O'Connor: So, James, can I give you an action to chase this one down?

James Bladel: I've got it here, "For the gaining registrar the authorization must be made via valid standard form of authorization, FOA. There are two different FOAs available on the ICANN Website. The FOA labeled Initial Authorization for Registrar must be used by the gaining registrar to request authorization for a registrar transfer from the transfer contact."

And it says, "FOA labeled Confirmation of Registrar Transfer Request must be used to the registrar of record to request confirmation from the transfer contact." And then earlier on I believe it defines "transfer contact" as the registrant - registered name holder or admin contact.

Mikey O'Connor: Yeah, this is the long who trumps discussion that we had way back when.

Volker Greimann: May I jump in on that because...

((Crosstalk))

Mikey O'Connor: Yeah, go ahead, Volker. Wow, welcome back to the microphone.

Volker Greimann: Yeah, a stupid mistake; I forgot to turn on audio on the Adobe so...

Mikey O'Connor: Oh, there you go.

Volker Greimann: That's what caused it. No, that's the question I always had when I read that policy because the way I've always read it is that - I'm now speaking of Section 1.1 of the policy on transfer of registration between registrars is that while the registered name holder's authority supersedes that of the administrative contact I think that's only for the time where the transfer is still pending.

Once it's done it's transferred with authority because the administered name holder has - the administrative contact has that authority. So it 's just a short window where the registered name holder has the ability to supersede at least in the way I've always interpreted the policy but I might be wrong on that.

I think it's a hole in the policy in that we might want to look at and try to fix or clarify. But, yeah, that's exactly the puzzler I've been looking at for - a couple of times a well. When does the - in what time span does the superseding of the transfer request happen?

Because if it's perpetually any transfer that occurs with the authority of the administrative contact only that means that for some registrars all transfers then could be revoked at some point if the name holder thinks oh the deal I made back then wasn't such a good deal and I'll just override the administrative contact's authority on that.

Mikey O'Connor: I think this looks like a little job for us to do. So I'll stick that in there like that just as a note. I don't think we can solve it today on this call. We can tease these out but, you know, this is one of the beauties of these use cases is that this is our chance to really - and I think that this fits in to this notion that we've had for quite a while that this is likely to be the last IRTP for a while and we may want to just tidy some things up in this rolls nicely in that category it seems to me.

Let's see, Barbara, you're back in the queue and then James. Barbara.

Barbara Knight: Thank you, Mikey, this is Barbara. So our interpretation when we get a dispute, and quite a few of the disputes that we've received under the TDRP have related to the registrant basically challenging the transfer on grounds that they did not authorize it.

So we, in our interpretation here at VeriSign Registry is that if a transfer dispute has been filed on the grounds that the admin contact authorized the transfer without basically the authority or agreement of the registrant then, you know, we would view it as the, you know, in challenges of those types that the language within the IRTP relating to the registrant trumping the admin contact to apply.

So I don't know if that helps, Volker, but we view it as, you know, from, you know, like a dispute perspective that if the registrant wasn't aware of it or didn't authorize it then, you know, we would allow them to basically trump it.

Mikey O'Connor: So it seems like what we've identified is sort of two opposite interpretations, one being that there's a narrow window when the registrant can trump and another interpretation which is that that windows quite a bit longer. And so I think our action item still holds. We need to clarify that. I'm not sure we can solve it on the fly today but I've certainly captured that as one that we want to talk about.

Volker, you want to go next?

James Bladel: Thank you...

((Crosstalk))

Volker Greimann: Oh that's the old vestigial hand, sorry.

Mikey O'Connor: Old hand, vestigial hand. Okay, James, take it away.

James Bladel: Sorry, yeah, so this issue really dusting off going back now to IRTP-A which was chaired by Paul Diaz, who has since left the registrar and now with the registry and sent his apologies for today's call. But I think that his spidey senses would definitely be tingling for this conversation because this was one of the charter questions for IRTP-A.

And so I would think that we could go back and take a look at the recommendations for that working group and see what we came up with because this issue was examined.

And I just wanted to point out that our interpretation of this is much closer to Barbara's characterization rather than Volker's description because the language of the policy is very front and center at the first - I think it's the first or second paragraph saying that only the registrant and the admin contact had the authority to authorize a transfer and in the event of a dispute or disagreement between the two the registered name holder, you know, has overrides the admin contact.

So I think we've taken a more - what I want to say, you know, liberal interpretation of that in terms of - that doesn't mean that there's a very tight window for them to raise an objection but they could even come back later and say I didn't not authorize this transfer, please undo it, and we would work with them to get that done. So I think it's closer to Barbara's description of that relationship.

But I would recommend if we can set a homework assignment for staff to go back and take a look at the recommendations for Charter Question - for IRTP-A the charter question about the registered name holder versus admin authorization.

Mikey O'Connor: Cool. All right. Holly, you're next.

Holly Raiche: Yeah, it's just a question and maybe a conceptual question. We're talking about the admin contact as if they are not the registrant whereas my understanding would be an admin contact is something within the registrant.

So it's just - it's a use of language but I think it's a little bit confusing. So one we talk about when the registrant overrides the admin contact what we're

saying is the registrant actually is a larger entity and is an admin contact within the registrant but there is a higher authority.

And, you know, that just seems to me something that we need to clarify because it doesn't logically work this way if you see what I mean. I mean, maybe everybody's lived with this language for so long but I'm struggling to say well the registrant is separate from and apart from the admin contact. Is that correct?

Mikey O'Connor: This is Mikey. I'll dive in and then hand it over to Volker. But, yes, it is correct. The registrant could be ABC Widget Company...

Holly Raiche: Right.

Mikey O'Connor: ...Main Street, et cetera, et cetera. The admin contact could be a person.

Holly Raiche: Yeah.

Mikey O'Connor: And it could be a person who works for ABC Widget but it doesn't have to be.

Holly Raiche: Okay.

Mikey O'Connor: And so the registrant...

((Crosstalk))

Mikey O'Connor: ...is the - trumps because they're the, you know, you can't use the word "owner" because it's complicated but, you know, they're the person that has the license to use the name. And the admin contact could or could not be a subset of that.

Volker, I don't know if you're talking about that. If you are feel free to chime in otherwise I'll just tie this off with Holly before I get to your question.

Volker Greimann: No, Mikey, you're exactly right. That's the way that we see it used commonly by our customers as well. There's customers that actually do nominate someone within their own company to be the administrative contact. In many cases it's the registrant himself who just puts himself down for the second role as well.

And in other cases it's the reseller, it's the Website provider. It can be anyone who is administering the domain name for the registrant so it doesn't need to be someone within the organization but it can very well be.

Holly Raiche: But final question, the registrant will have named this person so there is necessarily some kind of relationship between the two?

Mikey O'Connor: Again, this is Mikey.

((Crosstalk))

Mikey O'Connor: Yes and no.

Volker Greimann: Exactly.

Holly Raiche: Thank you.

Mikey O'Connor: That's the reason that we went through the discussion is because of there are use cases, and we're getting a little bit off track, but there are some use cases where the registrant isn't even aware that they are the registrant, you know, especially in the case of a third party putting up a website for them or something like that.

Holly Raiche: Yeah, yeah.

Mikey O'Connor: So Volker, new point? Old point? Old hand. Okay. It's starting to get toward the top of the hour. We're certainly not going to get through all of these. I guess we've got another 10 minutes.

So let me just wrap up Number 8. I'm not changing anything in Number 8 because this particular use case isn't about what we've been talking about. This use case is about where the registrar sends it - the auth code to the wrong place. And James's point is if they have that problem they need education. And so I'm leaving this as entirely between registrars.

We are going to suck out an action item to clarify that language. But as James refreshes my fading memory I think we do have pretty good language in the policy that's pretty clear. But James and Volker especially have a slightly different interpretation of that so we should nail that down and make sure that the policy is clear enough so I'll leave the action but I'm not expecting this - that to be too hard.

The next one is the beginning of my list extracted from our conversations on a couple of calls back. And so the first one is "Two registrants are disputing the right to a domain name after an inter registrar transfer," - misspelled, sorry. "Registrars went through the right process and have no information to add."

And this is the classic example of one that current ICANN policy does not apply but an inter registrant dispute mechanism process could be made available as a result of IRTP-C getting implemented.

And so Compliance doesn't think they have a role right now. And this is entirely between registrants so registrars don't have a role either. So this is the beginning of a long list of examples of inter registrant transfers. And we will leave that for IRTP-C implementation and various implementation review teams to work out.

And here - well I guess what I'm saying on this one is this is a straight registrant to registrant dispute and so I'm saying ICANN policy doesn't apply at all. The next one, Number 10, I'm saying that the inter registrant policy might apply.

And so you can see why I feel like we need to look at this kind of hard.  
Kristine, go ahead.

Kristine Dorrain: Hey, just to be clear - this is Kristine from National Arbitration Forum. Just to be clear, Mikey, are you saying that the hijacking situation that I was emailing about in our thread, the example I emailed around, fits under 9 or fits under 10?

Mikey O'Connor: I think that what this is showing is what happens when you write these up on the fly on a call. I have to look at these. I think that the Number 10 one, if I can recreate the dialogue, is from the registrar's perspective where the registrars are saying, you know, both of these registrant were in Whois at some point or another. We can't figure out who they are. Thus maybe the IRTF-C stuff will apply.

Now let's go apply the...

Kristine Dorrain: Wait, I think that I read it that way - oh sorry, Mikey.

Mikey O'Connor: Yeah, no worries. The hijacking one - I would think hijacking does not apply to 9 because what 9 is saying is registrars went through the right process and thus have no information to add. In the case of a hijacking something was wrong in the process.

Kristine Dorrain: Well not necessarily. Because, I mean, maybe it's just a semantic thing the string that I sent around the registrars that have applied to my example have all said the registrar did everything right. The fact that the registrant allowed his email to be hacked is his own problem.



So that's why I'm just wondering - I think it fits under 9 because if - I mean, and I am not - I am not going to argue with our esteemed registrars on this call who know far more about this than I do. I mean, I'm not going to disagree and say that the registrars did anything wrong.

Something somewhere went wrong and that is the exact type of dispute that we keep getting questions about that I'm thinking we could recommend that ICANN develop a way to solve the problem. So that's why I - I guess I was not really trying to ask a leading question when I asked you whether it went under 9 or 10. I think it goes under 9 but I was kind of also interested to hear other people's opinions about that.

Mikey O'Connor: Let's just - I'm going to blur your eyes for just a minute because, you know, we've got some other use cases. And I think what we need to do is see if we've - I think if we don't have a hijacking one we need one. That's basically where I'm going.

Now the problem with of course is who determines whether it's a hijacking. I guess really those are the two. It's between 9 and 10. My preference - I see Kevin and James in the queue. Let me just cogitate for one more minute. I think my preference is I would like to have hijacking addressed by the inter registrant transfer that's coming out of IRTP-C. That's the reason that we put it there so that would be my initial leaning.

Now onto Kevin and then to James. Kevin, go ahead. Kevin, you may be muted. It's pretty quiet at this end.

Kevin Erdman: Hi, this is Kevin. I just wanted to follow up on Kristine's comment and the comment about the registrars, you know, as long as all the, you know, they got the right code and, you know, the registrant got hacked that's the registrant's problem.

But I will point out that part of what the registrar does is, you know, maintains the DNS listings which can also be used to hack into the email account of the registrant. And while I don't think it's extremely common it is possible and I believe it has happened once or twice that the registrar has been hacked and that is how the, you know, the email gets hacked of the registrant which starts the cascade of transfers.

And so while the registrar may be saying well, gee, I complied with all the, you know, quote policy because I got the right code, I did what I was supposed to do and my hands are clean but the right code may have been fraudulently obtained because the - of hacking into the registrar's system which is something the registrar (unintelligible).

Now I would imagine that would be the less frequent cause and the more frequent cause would be something that the registrant did that allowed the code to be used in (unintelligible). But I think that it's notable to say that we just don't know in those cases, you know, who the party quote, at fault is, and in fact it might be a combination of the two.

I think it's a very complex question. I'm not sure how exactly that would fit in to all of the ICANN policies but I think it's a scenario that merits noting as at least possible and one that we should consider how it fits into the matrix because it's really, you know, on one sense objectively a single case but then when you get into the details it could be a couple different scenarios involved.

So that's my long-winded response to Kristine's comments and some of the earlier comments on the thread.

Mikey O'Connor: Yeah, thanks Kevin. I'll let James go next but then I've got an idea. Go ahead, James.

James Bladel: Thanks, Mikey. And just noting that we're getting towards the end of our time slot here. So look, you know, responding to Kevin and backing up some of

what Kristine is saying, I think that when we talk about hijacking I don't know that that is a use case, okay? It's kind of like what are the different types of transactions that you could do at the bank. And you're, you know, you're putting together your bank procedures.

Well, someone could want deposit, someone could want to cash a check, someone could want a withdrawal. And then you're saying, well, someone could come up with a ski mask and a gun, you know, and then trying to design a policy around that.

It's a special case where someone has been, you know, could be the registrant's email or the registrant's, you know, password to their registrar account or the registrar systems themselves or, you know, hasn't happened yet but certainly in the future it could be theoretic that the registry systems were compromised.

So I think trying to include a box for - in the policy for, you know, for what bad actors have broken into and destroyed or stolen I think is taking us down a particular rabbit hole that's starting to make everybody's head hurt a little bit.

So I think what we might want to do, as Mikey has indicated, is step outside of that a little, look at the implementation, look about how we would be able to undo any transfers if they were found to be the result of fraud, theft, attacking, security breach, whatever.

And then just give the service providers the broad authority to undo those things. But have to remember that any sort of emergency powers can also be abused and so we would have to also make sure that, you know, that sufficiently that service providers were also cleared from liability.

I mean, one of the reasons why a registrar doesn't go in and just start undoing hijacking is because, you know, the hijacker could be the person

claiming the hijacking. So you're just not 100% sure and you're not willing to bet your company that you've got the right person.

So, you know, I'm kind of just throwing this out here as something - fodder for our discussion. I apologize for missing that thread on the email. It sounded like a good one.

But I think that we might want to draw a box around this and move on a little bit here, Mikey, because the things that Kristine are taking about and the things that Kevin raised are very real, very impactful situations but they are all happening outside of the policy framework and are being done by bad people manipulating these mechanisms to their own benefit and victimizing not just the registrants but in some cases the service providers as well.

Mikey O'Connor: Thanks, James. We are right at the top of the hour so let me sort of wrap this up. I see your hand up, Kristine, let's see what you think of this idea. I think clearly this is a conversation that's not done.

And so what I would suggest we do as a way to move forward on this is let's carry on that conversation that we started on the list this week about the hijacking cases and write us a few use cases pretty narrowly - the narrower the better so that we can say okay that kind fits in these buckets and this kind doesn't and so on. I think the more granular we can come up with the scenarios the easier it will be to have these conversations.

And I think one of the difficulties we're having right now is the broadness of the conversation. And I sort of ran down the list and I don't feel comfortable that we've got a really robust set of hijacking use cases yet and so that would be my suggestion as sort of the next thing for us to do. And we can pick this up again next week.

I think the other thing that we probably should think about is what happens to the report between now and next week? And I think that we are getting close

enough that we probably want to broaden our scope of review of the language of the report to include the very substantial section that's immediately prior to the actual recommendation section.

And if I can get to the right document - I did. What I'm thinking about is we've spent a fair amount on Section 7 - oh no I guess it's 5. No, it's the second half of 5. Anyway what I'm saying is that we need to start looking as a group at 3, 4 and 5 with a fairly careful editorial review partly to make sure that it reads well and partly to make sure that it's consistent with what we're recommending.

And then I think at the same time carry on with this use case discussion about hijacking because I don't feel like we've really got that one quite granular enough yet. Does that feel about right, James, oh fellow co chair, as an approach?

James Bladel: Yeah, Mikey. Thanks. That sounds good.

Mikey O'Connor: All right, over to you, I'm done.

James Bladel: Okay well it is the top of the hour and let's - it sounds like we're going to have a hard stop today but thanks, everyone, for joining the call and for the participation. Let's continue, as Mikey has suggested. Particularly interested in discussing more of these hijackings - I'm not ready to call them a use case. I feel like they kind of occur outside of the whole ecosystem but we can talk about that on the list.

And we will be scheduled for next week. Getting close to the time where we want to start going through these things a little more granularly and getting ready to publish our report in advance of Singapore. So with that thanks everyone and we'll see you next week.

Kristine Dorrain: Thank you.

Lars Hoffman: Thanks, James.

Mikey O'Connor: Thanks, James.

Volker Greimann: Thank you, everybody. Bye-bye.

Mikey O'Connor: See you all in a week.

((Crosstalk))

END