

**ICANN  
Transcription  
IRTP Part D Working Group meeting  
Monday 02 June 2014 at 15:00 UTC**

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On page: <http://gnso.icann.org/calendar/#june>

Attendees:

Barbara Knight – RySG  
James Bladel - RrSG  
Kristine Dorrian – National Arbitration Forum  
Graeme Bunton – RrSG  
Angie Graves – BC

Apologies:

Paul Diaz – RySG  
Holly Raiche – ALAC  
Avri Doria – NCSG

ICANN staff:

Amy Bivins  
Lars Hoffmann  
Berry Cobb  
Steve Chan  
Terri Agnew

Operator: Good morning, good afternoon and good evening. This is the IRTP Part D working group call on the 2nd of June 2014. On the call today we have James Bladel, Graeme Bunton, Barbara Knight and Kristine Dorian. We have apologize from Holly Raiche, Paul Diaz and Avri Doria.

From staff we have Berry Cobb, Amy Bivins, Steve Chan, Lars Hoffman and myself, Terri Agnew. I would like to remind all participants to please state

your name before speaking for transcription purposes. Thank you very much and back over to you, James.

James Bladel: Okay, thanks (Terri) and welcome everyone to IRTP D for the first meeting in June in 2014. As per our standard operating procedure, does anyone have any updates to their SLI?

Seeing none, then does anyone have any questions, comments or additions to our proposed agenda that was circulated by Lars this morning. And apologies for the delay on that, Lars, and I just didn't get that put together until this weekend.

But if anyone has any thoughts on that, let us know. Otherwise, we'll proceed with that direct agenda. Okay, so let's just move on, then, to number two on our agenda which is - okay, thanks (Graham), noting in the chat that your title changed. Is that the only change to your SLI, (Graham)?

(Graham Bunton): Yes. Yes, I'm now management everybody. It's very exciting. Behold.

James Bladel: Well, congratulations (Graham) and now we know that you are someone that we need to reckon with. When we cross your path, we'll be much more careful.

But anyway, let's dive right into definitions. And this is where, I believe we left off. When I had to drop the call, which was the Monday before last week, which was a holiday in the US and the UK so we skipped that call, but we - I believe Lars, where did we leave off? Did we get through respondent and then dispute resolution panel or are we still waiting on those? Lars?

Lars Hoffman: Thank you, James. This is Lars. Yes, we finished up with the (distribute) resolution panels so the next one would be the (distributed) resolution provider.

James Bladel: Thank you, Lars. Okay, so dispute resolution provider - dispute resolution provider must be an independent neutral third party that is neither associated or affiliated with either registrar involved in the dispute or the registry operator under which the disputed name is registered.

ICANN shall have the authority to (accredit) one or more independent and neutral dispute resolution providers to create the criteria developed in accordance with this (unintelligible) resolution policy.

My only question here is, does - you know, we've ruled out affiliations with either registrar or the registry. Do we need to rule out any - explicitly rule out any affiliation with the registrants? And I'm kind of looking at Kristine here a little bit as to your thoughts on whether this is just overkill or whether that makes sense to you to add that exclusion, not to put you on the spot, Kristine.

Kristine Dorian: Actually I had stepped away for a moment and I heard my name. So sorry. Which definition are we talking about?

James Bladel: No problem. We were talking about dispute resolution provider. And my only observation...

Kristine Dorian: Oh, that one.

James Bladel: The definition rules out - or essentially notes that it's a neutral third party that's not associated with either registrar or the registry involved in the dispute. And my question to the group and to you, in particular as a representative of such a provider, is whether or not we need to explicitly note that there should also be no affiliation with any of the registrants or registrant claimants that might be involved in the dispute.

Kristine Dorian: I think it would certainly help. I mean, especially if we do end up going with a registrant, a registrant claimant definition. I mean, we don't - I guess there's a definition of a registrant but I guess in this most recent iteration, we're not

really allowing the registrant or the registrant claimant to participate in any way. So I'm almost - once at that point, we no longer need to define that term other than as a generic term. Do you know what I'm saying?

James Bladel: Okay, I think I understand.

Kristine Dorian: Does that make sense?

James Bladel: I think so.

Kristine Dorian: Just because it's not - it - yes, it's not a - originally when we first started adding the term registrant, claimant, et cetera, there was a reason for that.

James Bladel: Okay, thanks. So just to be clear, you don't think that that is necessary.

Kristine Dorian: I don't think it's necessary but if anyone feels that it would be helpful, I don't object. I don't think there's a problem with it, I don't think. I heard you ask the question is it redundant? I don't think it's redundant.

James Bladel: Okay. Any other thoughts from other folks on the...

((Crosstalk))

Kristine Dorian: ...or whatever.

James Bladel: Yes, you know, it's really just a conversa- observation than a point of a discussion at this point. But I wanted to see if anyone else had any strong feelings on this one way or the other. I don't see any hands so, you know, I'm not in the, you know, position to just make work here so we can leave it as-is without that.

And as you said, it's probably just extraneous. Moving to the next definition is FOA, Form of Authorization, the standardized form of consent that the

gaining registrar and the registrar of record are required to use to obtain authorization from the registrant or administrative contact in order to properly process the transfer of domain name sponsorship from one registrar to another.

I think this is probably fine. You know, if we were going to - no, I think it's fine. We don't need to put that one under a microscope. I think that one's fairly clear unless anyone else sees any - (unintelligible) a very silent group here.

Gaining registry - the registrar that's submitted to the registry a request for transfer of the domain sponsorship from the registrar of record. Very straightforward.

Invalid transfer - a transfer that is found non-compliant with the IRTP. I wonder here -- and I'm just kind of brainstorming out loud -- I wonder if we need another type of invalid transfer or if we can have a compound definition.

The idea that there's also something as an invalid - not just an invalid transfer but an unauthorized transfer or a transfer that was inappropriately authorized, I'm not sure if that is included under this umbrella term of non-compliant with the IRTP.

And if so, then leave it alone. I don't know. What are the group's thoughts on this one? Do we want to expand upon this particular definition, this term, invalid transfer? Okay, seeing no hands, I guess we will just take this as rough consensus from the group that that are pleased with this definition as it stands.

We'll move next to registrar of record. Registrar of record for a domain name, which is registry received a transfer sponsorship request. I don't see any particular issues here.

I know that we had some conversations about these terms - registrar of record and gaining registrar when we were discussing the scenario of multiple transfers. I don't know if that's still an issue or if we have sufficiently cleaned up the language on those two definitions. Kristine?

Kristine Dorian: Yes, my only point here just stems back to the whole part about law school. It seems they did it up - well, maybe not so much by dispute resolution provider but certainly I don't think it's helpful to include the term being defined and the definition.

I mean, if you look up to dispute resolution provider, it just echoes, it, right, the dispute resolution provider. The dispute resolution provider must be an independent and neutral third party. It doesn't really describe who the dispute resolution provider is but, okay, it's close, whatever. But down here, the registrar (of record) - who's the registrar or record? It's the registrar of record for a domain name.

James Bladel: Yes, I see what you...

((Crosstalk))

Kristine Dorian: For which the registry received and transfer funds request. And this - the reason I bring it up is because this particular definition ends up confusing the heck out of panelists.

James Bladel: Okay, so let's try to fix it then. It could be the registrar or record, the registrar sponsoring the domain name at the registry at the time that a transfer of sponsorship was received.

Kristine Dorian: Yes, something like that. That sounds much better than what's currently there.

James Bladel: Okay, I don't know if Lars if - maybe I can do that again, if you are able to capture this. But I think we want to take out the recursive, using the term that

we're defining in the definition itself so we want to say, for example, registrar of record, the registrar sponsoring a domain name at the registry at the time when a request for transfer of sponsorship is received.

And then Berry - Lars is giving me a green checkmark and Berry's posted in the chat what happened to losing registrar? Good question, Berry. I believe that losing registrar was not necessarily - that the policy itself refers to registrar or record rather than the losing registrar.

Kristine Dorian: If you look up, though - I can't see if you can scroll the page up. It talks about the losing registrar as a capitalized term above the definition of respondent.

James Bladel: Okay, taking a look here.

Kristine Dorian: So it's at the very top of my screen but I can't - I don't seem to have scrolling - oh, there. Now I have scrolling power. There we go. So it's the...

James Bladel: Remember that...

((Crosstalk))

Kristine Dorian: The thin complainants.

James Bladel: Yes, I remember we spent quite a bit of time on that last phrase here, where it's losing registrar, gaining registrar or a registrar or record. And...

Kristine Dorian: Correct.

James Bladel: ...we were discussing the distinction between using registrar or registrar of record which is to the heart of what Berry's asking.

Kristine Dorian: Correct.

James Bladel: So in my opinion -- and I think this is consistent with what I said before -- is that losing registrar, you know, that whole phrase there with that parenthetical is probably just - doesn't need to be there. But I seem to recall that there was a pretty strong feeling from the group on our last call that that was - that distinction was, in fact, important and necessary. I hate to circle back, Lars...

Kristine Dorian: If that means that's the case - well, I was just going to say, if that's the case, that registrar or record becomes a term that is actually necessary, that would then imply that we need to have a definition, going back to Berry's comment, that we need to keep a definition or include a definition of losing registrar.

James Bladel: I agree with Kristine and Berry, that if we keep this, then we have to define it. Lars, can you maybe take a look back at the transcript from two weeks ago and see where we landed on this. And I do think that we need to settle this here. Is there a distinction between losing registrar and registrar of record?

Is it possible that the losing registrar is not the registrar of record? You know, should we define losing registrar as the registrar of record or a previous registrar - or previous fraudulent transfer? And here we use the term fraudulent transfer when we should be using invalid transfer which is defined below. So I think that maybe we need to go back to that definition for complainant and clean that up a little bit. Berry.

Berry Cobb: Hi James. This is Berry for the record. Just real quick, I was taking a look back at the original IRTP policy and number five, right there at the top, makes the distinction between gaining and losing registrars with the standardized form. I suspect it's probably used somewhere else.

James Bladel: Yes, and in fact, Berry, that was something we added - oh, no, that's from the 2004. I thought that was the 2012. Yes, I mean, it would be great if we had - there's something in from 2003, as well, that the recommendation -- taskforce recommendation -- (for) gaining and losing registrars.

So it is a frequent term but it's often not defined. It's certainly present in all of the materials. I just wonder if it's actually - aside from the title of the FOA, I don't know if it's in the policy itself.

Yes. It appears, like, three times in the policy. It's capitalized. I don't know. I don't see its definition anywhere. So maybe we need to take the opportunity to fix it. And that's what Berry's pointing out in the chat as well. We should probably fix it.

So I guess the simplest way to fix it is to define it. What's the group think about that approach? If we're referencing it everywhere then maybe we just need to come up with the definition for it and move on. I see a green checkmark from Berry and Kristine and (Graham) is saying as well.

Okay, so let's define that. Lars, can we insert a definition for losing registrar wherever it makes sense here, possibly between gaining and registrar of record?

Now, defining losing registrar. Well, that would be interesting. I think that we would have to say something along the lines of the registrar or record prior to - oh, Berry, you had your hand up. Were you going to help me out here?

Berry Cobb: Not with the actual definition. I guess, to Kristine's point, if the title of registrar or record is confusing then in some ways I like that term because it - you know, it does reference the here and now but you've got to tease it out to really understand that.

So, you know, it's up to the working group to define what the actual term should be. But most definitely I think if we chose not to use, "Losing registrar," quote, unquote, then that phrase should at least be included within this definition.

James Bladel: Okay, so you know, I think what we want to capture when we say losing registrar, it's very similar to registrar of record. And I think that we could say something like the registrar sponsoring a domain name as a registry at the time that a transfer request is received or prior to a completed transfer request. Something along those lines.

I - you know, I think it's going to need some work. I think clearly if we're going to define losing registrar, we have to contrast it somehow with registrar of record and we have to capture - it's different. Kristine.

Kristine Dorian: Yes, so I think that if you look up in the definition of complainant, we started that process of defining losing registrar different from registrar of record. So if you look at what we wrote up by losing registrar, in the case of an alleged fraudulent transfer, my suspicion is that's talking about the registrar that lost the domain name prior to - or as a result of fraudulent transfer bringing the dispute.

So they're no longer the registrar of record anymore. And I guess in theory, one might call them the gaining registrar because they're trying to get the domain name back. But I think that if you look at that definition, we were trying to define the losing registrar as the registrar that lost the domain name due to fraud or what we're now calling invalid transfer. Thoughts? Does that make sense?

James Bladel: It does and, Kristine, my concern here is that we have found it now referenced several other places in the policy including instructions for obtaining FOAs for just - for valid non-fraudulent transfers so I'm concerned that if we only limit it to that, that we're going to be cutting the kneecaps out from the other places where we reference that define term - or undefined, I guess, at this point.

Kristine Dorian: Yes -- and this is Kristine from (Nip) -- and I completely agree with you. So what happened is this original document was only referring to pretty much the losing registrar and the gaining registrar, I believe, or something like that.

There was - I'm trying to think back and there was - it's poorly done throughout the entire document so I am of the firm belief that once we define these terms, we're probably going to have to go over the document and make sure that the document says what we need it to say throughout the document where it refers to losing register, where it refers to register of record, those sorts of things.

I think one of those - I think we're going to have to go through the document in any case to make sure that what we end up at the end of the day is what we intended to end up with because the policy really is messed up the way it's written.

James Bladel: Okay, thanks Kristine. I agree and one way out of it - one might, you know, call this a cop out, would be to simply say - simply define the losing registrar as a term synonymous with registrar of record. Does that work? And I guess if we can demonstrate that it doesn't work, then, boom, we found our difference.

Kristine Dorian: Well, so that's my question. So then if you've got a situation where you've had a domain name be transferred away from a registrar due to an invalid transfer and they're trying to get it back, do you now call them the gaining registrar? Because if so, then maybe we have just solved the problem.

James Bladel: I think in that case, they would be the complainants. So we...

((Crosstalk))

Kristine Dorian: Yes, they would be the complainants.

James Bladel: Yes, so losing registrar then would be that - the registrar of record or -- look a little bit broader term -- the registrar of record or the registrar prior to an invalid transfer.

Kristine Dorian: Yes.

James Bladel: Well, let me noodle on that one because I think that there're probably some holes in that approach as well.

Kristine Dorian: No, I agree. I agree completely. And this is the main reason why I do not support referencing any of these three people. I do not support referencing losing registrar, gaining registrar or registrar of record in the policy itself other than here in the definitions to define that, you know, these people's relationship to complainant and responded.

And I am a firm advocate that we need to be discussing the parties throughout the entire policy as either complainant or respondent so that we don't pigeonhole ourselves to the different registrar types.

James Bladel: Well, I agree with respect to the TDRP policy that we should clean up this language.

Kristine Dorian: Yes.

James Bladel: My concern is that we're using the same terms and the same definitions for the general IRTP policy as well and...

Kristine Dorian: Yes, I agree with that. However, I think that the - that this policy, I think that's the benefit of this definition section because it ties the IRTP definitions, once we figure out, you know, how to do that, to the terms complainant and respondent. And then we can use the terms complainant and respondent in the TDRP.

James Bladel: Okay, so some interesting thoughts here. Anyone else in the group have any other thoughts here? Anybody want to rescue us here or are we (digging ourselves) into...

Kristine Dorian: Anybody else? Yes.

James Bladel: Yes. I feel like...

((Crosstalk))

Kristine Dorian: Point out the overwhelming error in our ways here.

James Bladel: Yes. I don't see another hand so I think everybody's, like, thoroughly confused by this. Berry, go ahead.

Berry Cobb: Thanks, James. It's Berry. You know, I wouldn't call it a saving of any sorts. I'm not a lifeguard. But, you know, in taking a look at kind of the draft swim lane diagram that (Steve) had built for us and Kristine, I definitely agree with you about the use of claimant versus respondent.

But when you start looking at the process in and of itself, at least from an IRTP perspective, you know, there will always have to be that distinction between these roles because certain activities are occurring at different times across the different roles.

So, you know, when we - at some point in time, you know, this kind of process flow will become much more institutionalized when, you know, for future reference of IRTP, especially if there are - were, forbid, other working groups around the transfer policy.

So, anyway, I just want to make it a point that, you know, there - we won't be able to satisfy it by just having one role or swim lane as registrar. There's always going to be that distinction whether we're talking about the policy or

even the sub-components of a TDRP because there is a difference. Thank you.

James Bladel: Okay, thanks, Berry. And, Kristine, I think maybe we can just move on here because we're about halfway through our call and, you know, my recommendation is let's put something along the lines of what we were saying, Kristine, which is, you know, the losing registrar is the registrar of record or the registrar previous to an alleged invalid transfer.

And let's maybe just let everybody kind of noodle on that one. We'll circulate it on the list and then we'll probably circle back to that next call and see if we've had any more, you know, inspiration or have any more concerns pop up in the interim. So, okay, green checkmark. Excellent.

Okay, so then that moves to registrants. Now here, I also would point out that we're muddying up some definitions again because a lot of ICANN policy and contracts will refer to the registered name holder, though I would, here, say again that we should not use the term inside its own definition.

So we would say the individual or organization that registers a specific domain name - I think here we want to say something along the lines of that is a registered name holder for a specific domain name.

The individual or organization holds the right to use the domain name for a specific period of time provided certain conditions are met, registration fees are paid, (for sure the) organization is legally (bound) by the terms of the relative service agreement with the registry operator for the TLD in question.

So I think this is - if I can just inject some opinion here, I think this is overloaded a little bit. I find it incredibly - well, you know, let's take a look here. I think that this is already defined in other agreements, particularly the 2013 RAA.

And sure enough - oh, here we go, Kristine. Here's another recursive definition. Section 1.16 on the regi- the RAA says the registered name holder is the holder of a registered name. I'll put that in the chat there just so people can (giggle) about that.

But, you know, I think that - see if there's another note here for registrant which is also used but it's not capitalized in the RAA, so there has to be other policies and Berry has put in something from the ERRP which is a relatively new policy that defines the registrant at expiration, the registered name holder who is eligible to renew a domain name prior to its expiration. So there's another little breadcrumb.

But I think that this particular definition is probably a little bit overloaded. I would recommend we pare it back to something that is a little more declarative and a little simpler, something along the lines of the registrant or registrant is the individual comma organization comma or entity that is legally responsible for the domain names and - yes the domain name that can authorize that along with the administrative contract can authorize transfers and otherwise disposition the use of the domain name -- something like that.

And that's just me just kind of winging it a little bit. But it kind of - I think it encompasses this idea that they're bound by the registration agreement. We can tuck that in to the registrar's registration agreement the policies and terms established by the registry operator, the registrar, the registry operator and ICANN -- something along those lines.

I don't know if there's enough there Lars to actually probably gather anything that starts to make sense. But I think that's what I would propose as a sort of an umbrella a definition of registrant.

And I would ask staff if they see any other breadcrumbs like the one (Mary) and I found particularly if there are any in big, big agreements like the registrant rights and responsibilities document for example, let's take a look

there, the registry agreement, that registries have with ICANN -- let's take a look there.

But somewhere one would think that this frequently used term of our - in our industry has a crisp and well-defined or well bound definition.

Okay then moving to the next one, registry, registry operator in parentheses. Lars go ahead.

Lars Hoffman: Sorry I was on mute. Thank you James. This is Lars.

Just very quickly and the registrant I don't know if you on the Web site the - on the ICANN Web site it actually also provides a definition of registrar.

If you hover over the link that's in the chat for example if you go to the Web register then hover over it question mark appears with some sort of definition at the bottom.

I can't read it out. I can't copy and paste it so because it'll go away as soon as I move the cursor.

James Bladel: I don't - oh I see if you hover over the word Registrants that's underlined and then it says Glossary Registrant. The entity that has acquired the right to use an Internet resource. Usually this is via some form of revocable grant given by a registrar to list their registration in a registry.

Lars Hoffman: I didn't say it was good.

James Bladel: Well...

Lars Hoffman: I was just saying what the...

James Bladel: ...it is there. It is a definition. I don't know I don't mean to inject my editorial here but if other folks aren't particularly fond of that one I think that's a little rough. For example saying something like Internet resource could be anything. It could be, you know, a registrant or an email address or - or an IP address.

Yes I think that what we probably should do is just maybe if we could compile even a short list of where, you know, some of the big ones and then take a look next week.

I - you know, I'll even go I think we can encourage some of the registers to take a look at some of their terms of service as well because I'm sure we could find it on our help documents and our other support resources. Berry?

Berry Cobb: Thank you James. This is Berry. I don't know how brilliant this is or not but maybe somewhere between the middle.

I think what maybe we should do is try to, you know, again let's take these three or four key definitions here that what we think works for us as a starter.

and what we can do is Lars and I can take this back to the General Counsel's Office and get some guidance from them as well.

Because without a doubt these terms are used across several of the policies, several of the major agreements and I think it would be good to have their input into that in terms of how a lot of this is written and moved forward. And hopefully we can nail down some kind of standard that starts to permeate across the various uses.

And I do agree with you, I think it would be good to send this back to the registrars as well and maybe even the registries and some of their terms of service and those kind of agreements that you guys have.

James Bladel: Okay thanks Berry. I think that's a good idea. I think that they can certainly assist us in enforcing some degree of consistency across all of these policies and documents where these terms are used.

I'm just looking at very closely here to see if there - I'm just kind of checking - yes hello? Was that an echo or Lars are you trying to break in?

I think it was...

Lars Hoffman: No it wasn't me.

James Bladel: Oh okay. It must have been an echo. Sorry about that.

Okay well let's then moved to because I think we went to get through the last couple of here before the end of our call.

So let's look at registry operator the organization authorized by ICANN to provide registration and services for a given TLD to ICANN accredited registrars.

I'm going to just look very quickly at the registry agreements particularly the new gTLD agreements and just see if there is ICANN-based registry agreement probably has some definitions here.

Let's see, well not quite. Does anyone see any definition in the registry agreement for let's see, lots of things about indemnification?

But basically it's the signatory of the registry agreement with ICANN, interesting. Maybe we can take another look at that as well.

I don't really have a problem with this definition. I just think that we could probably like registrant and some of these others we can - just want to make sure that it ties in with the way it's being used in other documents and policies.

Okay. And then the next one is supplemental rules. Supplemental rules shall mean those rules and I think we can just start by saying rules adopted by the registry operator indicates the first level dispute as set forth below or the provider.

And I think we want to expand that to say dispute resolution provider so that we're referencing a previous definition.

Administering a proceeding to in case of other disputes to supplement this policy. Supplemental rules shall be consistent with this dispute resolution policy and shall cover topics such as fees, order and page limits and guidelines, the means for communicating with the provider and its forms, a cover sheet.

I guess I'm looking to Kristine to give us her blessing on this second sentence here. First of all is it necessary? Is it too limiting? Are the other things that dispute resolution providers might want to cover such as like deadlines or something along those lines?

So, you know, I wonder if we even need this whole second sentence there. But it's, I, you know, I worry that it's too prescriptive. Any thoughts?

Kristine Dorian: Yes so this is Kristine. Yes this is Kristine from (NAF) for the record. The - it's probably pretty general with respect to most of the other policies so let me just read the UDRP definition.

Supplemental rules means the rules adopted by the provider administering a proceeding to supplement these rules.

Supplemental rules shall not to be inconsistent with the policy or these rules and shall cover such topics as fees, word and page limits and guidelines, file

size and format modalities, the means for communicating with the provider and the panel in the form of color sheets or cover sheets.

So it's generally along the same topic. I don't have any heartburn over this definition. The only thing is we need to flag if we do decide that we're going to eliminate the registry operator level dispute we are going to have to go back and just amend this to remove the reference to the registry operator.

James Bladel: Okay thanks Kristine, good point. If we do remove that we will strike that first bit there. Barbara is giving us a green check mark.

And I do - the only thing I feel strongly about with this definition is that we spell out dispute resolution provider as opposed to just provider because we did not define provider. We defined dispute resolution prior so that would tie it backup...

Kristine Dorian: Correct.

((Crosstalk))

James Bladel: ...(unintelligible).

Okay. So then the last transfer policy, the policy on transfer of sponsorship of domain registration between registrars which is enforced as part of the registry registrar agreement executed between a registrar and the registry as well as a registrar accreditation agreement which is executed between ICANN and all ICANN accredited registrars.

Wait a second. Where is the reference to the inter-registrar transfer policy that we've been working on...

Yes that...

James Bladel: ...inside...

((Crosstalk))

Kristine Dorian: ...policy - yes but that inter-registered transfer policy may not have been called that in 2001 was it?

James Bladel: Probably not.

Kristine Dorian: Or has it always been called the same thing? Yes so it's probably referring to the oldest version. This definition probably needs to be updated.

James Bladel: Yes. And by updated I think maybe thrown out and replaced entirely. Barbara?

Kristine Dorian: Yes.

Barbara Knight: Hi James. This is Barbara for the record. Yes I believe that is actually the predecessor to the IRTP. I think that is what they used to call it so I just want to confirm that.

James Bladel: Okay. Thanks for - I was wondering where this was coming from. Is there some completely other set of policies that I'm not aware of? But if it makes sense that all of this was supplanted by the IRTP then I recommend Lars that we would probably want to modify this to say transfer policy, the inter-registrar transfer policy IRTP a consensus policy adopted, you know, blah, blah, blah and amended blah, blah, blah and enforced between, you know, and governing the transfer of sponsorship between registrars, you know, something along those lines.

And then we'll just define it and then we'll reference it to IRTP. And then this whole - all this whole thing here can basically go into the dustbin of history.

A green check mark from Lars and Barbara is typing something in the chat. We'll make sure we give her an opportunity to respond.

She probably also referred to (unintelligible). Yes a good point Barbara. I thought I'd - that that's - but maybe I just said it in my brain and not out loud. So but yes it is a consensus policy that's enforced and therefore applicable to all gTLDs.

Okay so that's the end of definitions. And as we discussed we've still got some sticking points here. I think notably with the differences between registrar of record and losing registrar.

And I think we've got a little bit of confusion still in the first one there. Perhaps we can clean that up if we just define losing registrar.

I had a question circling back and maybe this was something that was covered after I had to drop from our last call.

When we say respondent a registrant against which a complaint is brought my question is would the registrants be the respondent or with the registrar be the respondent?

I mean clearly the registrar would be responding on behalf of a registrant. But I just I'm a little confused with it would look like we took it out party and we inserted registrant in which case we would capitalize it because it's defined later down below.

But my question to the group is is it truly the registrant that's responding to these disputes or is it the registrar on behalf of the registrant?

Barbara?

Barbara Knight: Thank you James. It's Barbara for the record. I would view it as the registrar since technically the registrant is not a party to the dispute under the dispute resolution policy.

I mean obviously they are responding on behalf of the registrants. But I think it we're viewing it in terms of the policy itself it would be more appropriate to be the registrant.

James Bladel: Thanks Barbara. And I see that Kristine is agreeing with you. And that was my reaction as well. However, you know, I see that there have been edits here and I didn't want to jump in too strongly on that if there was a long and healthy discussion after I had left the call last time.

But it seems to me that it would be very clearly it would be the registrar. And then in that case we would have to define which registrar whether it's the losing registrar or the registrar on record.

It could also be the gaining registrar. So I think they - perhaps we would just leave it as registrar against which a complaint is brought.

Anyone agree with that, have any concerns one way or the other? Kristine agrees. Okay Lars if you could check for that change as well that would be fantastic. And I think that that then wraps us up with the definitions Item Number 2 on our agenda.

So we can move to Item Number 3. We've got out about say, 13 minutes left in our meeting so we can take a quick look here at our shopping list of outstanding items that need to be resolved with responding to public comment.

One big item or one kind of issue that, you know, we talked about and it's somewhat out of sequence but we talked about the FOA issue and whether

or not they were feeling necessary or whether or not they were redundant and only the auth info code was necessary.

And Rob Golding it's too bad that he was not able to join today. But he has posted some specifics and some other registrars myself included volunteered to go back internally and discuss this issue and if possible gather statistics.

Just reporting back to the group I was not able to gather any statistics similar to what Rob has provided.

However I did discuss this internally. And overwhelmingly our teams noted that the FOA was essential to resolving transfers that go wrong in terms of transfers that are disputed or where authorizations are challenged or where operation was granted by the admin contact, the challenge by the registrant when they are in different parties. And in all those cases, you know, the FOA was essential.

And I think one question that was raised during my conversation internally was if there's any talk of seriously removing the FOA requirement and just going with the auth info code what would replace that, the function of the FOA?

What other mechanism or procedure or code or two factor authentication or whatever would take its place?

Because the answer at least from our perspective should not be that we go on the auth info code alone and exclusively for transfers.

So I'm just reporting back on that. I don't - the only other register on the call right now is (Graham). I don't mean to put him on the spot but (Graham) if you had anything, any observations on that as well.

But again I would note that the person raising this issue is not on the call today so, you know, it's just really more of reporting back to the group.

Lars?

Lars Hoffman: Thanks James this is Lars. Yes I just want to report on the issue too. You might remember that I suggested I would contact the counselor about this matter to see if he can provide us with additional data on the claims that he made on the failed transfers.

And he just got back to me during this call in fact saying that he will do the analysis - an analysis I'm sorry of the data for .dot com that he has that referred to and also compare this with ccTLDs like .U and .BE that used email confirmation before but now only use auth info codes to show what he says the changes in success failure rates.

James Bladel: Okay.

Lars Hoffman: So he will get back to me later this week so I'll forward that to the group when he actually has the numbers.

James Bladel: Okay. That's excellent. And thank you for reaching out to (Arthur). I know he's had some substantive comments on this topic as well. Berry?

Berry Cobb: Thank you James. It's Berry. You know, without a doubt I believe that there is overwhelming recognition and support that the audit trail needs to be kept whatever the future state may be.

And it sounds like there is even, you know, even absent some of the data that we're still seeking, you know, perhaps there is an issue with FOAs that cause failures to transfer. Perhaps it's by design, perhaps not.

I think without a doubt we know that the FOA at least in its existence today is going to be something that is kept.

We've recognize that the IRTP needs to be updated in a way that recognizes that pretty much the entire environment is EPP led or utilized but the FOA is still required from an audit trail perspective.

So in terms of trying to bring this particular working group to a close perhaps the recommendation could be formulated in a way that A, FOAs need to be A for such and such reasons, B we recommend that the policy be updated to reflect current state and use of EPP, C the working group recommends that if the FOA, you know, that I - maybe kind of punt it so to speak.

Because it is a very dramatic change if it were to ever be investigated of creating a different kind of audit trail through the backend systems of EPP as opposed to the FOA.

And while it probably is in our remit if we were to really entertain something like that we're looking at another three or four months of probably deliberations to really work through that.

So I'm trying to kind of find some middle ground here where we can recognize that we maybe not have the issue completely resolved but we do know factually that that mechanism should be kept in place at least in the near term and that the council can entertain the idea of forming another group that would narrowly take a look at something like that.

Because I, you know, again it's going to take a while to get the appropriate data if the data did in fact raise a red flag that there is a larger issue out there than in terms of defining what the requirements would be like on a new audit trail based on a pure EPP environment would take a considerable amount of time as well.

James Bladel: Thanks Berry. And, you know, I tend to agree with I think the general premise of your contribution here that we, you know, we should acknowledge that this has opened up a healthy discussion about perhaps the future of security

enhancements and ease of operations and accessibility of the process, you know, without necessarily derailing the work of this working group on this one particular question.

You know, I just, you know, as a registrar I think we can acknowledge that EPP has become nearly universal. I don't know however that it's ever been required and it's conceivable that there would be a new gTLD that would potentially use some other mechanism to allocate domain names.

I had no idea why they would want to do that but I think it's possible that they could.

So, you know, in that environment I think it's worth understanding, you know, what would be the mechanism that would replace auth infos and would it be solely FOAs?

I think that when we start to say that well, you know, FOAs aren't necessary if we're relying on registry and registrar log files or access records to provide that audit trail of, you know, in the event that we do have a failed transfer then can we reverse it, can we piece it back together and figure out what happened by looking at those?

I think certainly that's a possibility but that it presumes that every registry and registrar is keeping this, you know, identical log files and retaining them and, you know, they're all as reliable and trustworthy as we'd like them to be.

And I don't think there is any guarantee of consistency there short of requiring that in the future accreditation agreements or registry agreements.

And then, you know, one question that was raised, you know, in my discussions was if I told you we had X number of transfers or X percent of transfers failed due to the lack of an FOA process FOA, you know, there's no

way to confidently tell you that all of those were legitimate transfers where the FOA simply just was a speed bump.

Some of them may have been attempted hijackings that were thwarted due to the FOA. So it's very - it's very difficult at least when we're dealing with large numbers it's difficult to discern when the FOA is causing a problem versus with FOA is doing exactly what it's supposed to do which is ensuring that the transfer is authorized.

So I kind of like your approach Berry and would welcome any other thoughts from the group.

I know we've only got a few more minutes here. And I've kind of jumped to the very end and we need to definitely start here next week. And hopefully we can get Mr. Golding back on the call and get some feedback from (Arthur).

But I think we need, you know, we need to address this one as well as some of these other comments.

So any other thoughts on this before we wrap up for today, I think particularly on Berry's proposed path forward where we, you know, grant some benefit of the doubt to our initial recommendation with an acknowledgment of this new information and commitment to future work on this topic?

I don't see anyone else wanting to weigh in on this. Okay well let's wrap up here. I think we've got a couple of action items.

Next week let's do a quick run through of the finalized or draft final versions of our definitions. Lars maybe let's spend the first 15 to 20 minutes just going through those and let's put that one to bed and then we'll spend the bulk of our next call on I guess it would be June 9 on addressing the remaining content issues.

So with that I would say thanks everyone for joining us again. And let's keep up the good work, keep up the forward progress and watch for any updates on the list. Thank you.

Woman: Thanks everyone.

Woman: Thanks a lot James.

Man: Thanks everybody.

Man: Thanks James. Thanks everyone.

Woman: (Unintelligible) please.

END