

**Registration Abuse Policies Working Group
TRANSCRIPTION
Monday 01 June at 14:30 UTC**

Note: The following is the output of transcribing from an audio recording of the Registration Abuse Policies Working Group meeting on Monday 01 June 2009, at 14:30 UTC. Although the transcription is largely accurate, in some cases it is incomplete or inaccurate due to inaudible passages or transcription errors. It is posted as an aid to understanding the proceedings at the meeting, but should not be treated as an authoritative record. The audio is also available at:
<http://audio.icann.org/gnso/gnso-rap-20090601.mp3> On page:
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Present for the teleconference:

Greg Aaron - Registry C. - Working Group Chair
Nacho Amadoz - Registry C.
Michael Young - Afiliis
James Bladel - Godaddy Registrar C.
Richard Tindal - Registrar
Mike Rodenbaugh - CBUC
George Kirikos - CBUC
Martin Sutton - CBUC
Philip Corwin - CBUC
Faisal Shah - MarkMonitor IPC
Roland Perry
Berry Cobb
Andy Steingruebl
Jeremy Hitchcock
Gretchen Olive

ICANN Staff

Liz Gasster
Margie Milam
Marika Konings
Glen de Saint G ery - GNSO Secretariat

Greg Aaron: Okay I am trying -- I see the link from the email invitation, let's see if I can get in.

Coordinator: This conference is now being recorded.

Greg Aaron: Okay thank you operator. Glen would you like to do the role call honors?

Glen DeSaintgery: Yes, certainly Greg I'll do that. On the call we have Greg Aaron, George Kirikos, Berry Cobb, Martin Sutton, Roland Perry, Nacho Amadoz, Faisal Shah, Richard Tindal, James Bladel, Michael Young, Jeremy Hitchcock. And for staff we have Liz Gasster, Margie Milam, Marika Konings and Glen DeSaintgery.

Greg Aaron: Thank you Glen.

Glen DeSaintgery: Have I missed anybody? Perhaps somebody's on Adobe that I didn't catch but I -- oh, Mike Rodenbach. I think Mike Rodenbach he's on Adobe and he's not on the call so I'll add him to the list.

Greg Aaron: Okay thanks. I think everyone else has joined Adobe Connect. That's great.

Glen DeSaintgery: Yes.

Greg Aaron: Okay. Well we have a very busy meeting today. Thank you all for coming. Of course today we'll be hearing Margie's presentation. As most of you have met her, I'll just tell you briefly that she is the Senior Policy Counselor at ICANN. She does a lot of work for GNSO-related issues.

Then near the end of the meeting after we have the presentation and discussion, we do need to discuss our update, which is due to the GNSO Council this week. And then we'll talk about our next two

meetings, including the one that we'll have at the ICANN meeting in Sydney.

Margie are you with us?

Margie Milam: Yes I am. How do we want to do this? Would you like to take calls and questions during the session or just at the end when I'm done? I mean we can do it either way, per slide or at the end.

Greg Aaron: I think we might need to be prepared to take questions during the course of the presentation because it's...

((Crosstalk))

Man: How many people...

Greg Aaron: ...gets into some complicated issues probably. As always if you wouldn't mind, if there are questions, we'll see them pop up as people raise their hands in Adobe Connect and if you like you can take them during the break (unintelligible) presentation. How about that?

Margie Milam: That sounds great.

Greg Aaron: Okay. And we also have -- I see (Andy) has joined.

(Andy): Yes.

Greg Aaron: And (Gretchen).

(Gretchen): Yes.

Glen DeSaintgery: And Philip Corwin.

Philip Corwin: Yes, hello all.

Woman: Hello.

Greg Aaron: Okay. Well Margie over to you then.

Margie Milam: Great. Well good morning and good afternoon everyone. Basically this presentation covers an overview of GNSO scope and consensus policy issues, specifically a number of inquiries have come in to the policy staff to kind of clarify what the scope of GNSO Council policy development can be.

And so this is a general description but we'll talk specifically about how it could apply to the work that we have in this working group. So as we go forward just ask any questions - raise your hands and we'll see if we can answer the questions.

The background as I indicated is to provide kind of guidance for the working groups on what GNSO policy works can cover and how it would be binding on the contracting parties. The information is in summary form and it's not exhaustive. So, you know, it's very difficult to put every example out there. But what I did do is I looked at the contracts and I talked to legal counsel to try to give you an overview.

But really you need to look at the contracts to get the specific limitations. This is just examples. You know, it's a case-by-case

analysis that needs to be looked at when we go forward and decide what kind of policies we would like to recommend.

There's two areas that kind of affect the scope of GNSO Council work. One is the contract and the other is the bylaws. And so I'll talk a little bit about the bylaws and I'll also address the contract. As many of you know the registrar accreditation agreement is a standard agreement among all registrars. So all registrars would have the same language.

But that's not the case with the registry agreements. The registry agreements vary from contract to contract although they generally follow the same format. And so the examples that I'm going to be providing in these slides come from the dot-org agreement. Most of the other registry agreements have similar language so it's a nice illustration.

But I do need to caution that, you know, we would have to look specifically if we wanted to go into more detail. And legal counsel asked me to point out that this is not legal advice or a waiver of any obli - contract rights under the agreement. So this is just kind of an overview for GNSO policy-making perspectives.

So when we talk about GNSO scope, the first thing we really look at is the - ICANN's mission and whether what we're talking about is actually covered within ICANN's mission. So you look at the bylaws and in one of the sections of the bylaws is this quote that I have here. "The mission of ICANN is to coordinate" -- I think most of you know this -- "at an overall level the global Internet system of unique identifiers and in particular to ensure the stable and secure operation of the Internet's unique identifier system."

And specifically what that means is ICANN coordinates the allocation of three identifiers, domain names, IP addresses and then there's also protocol port and parameter numbers. Those don't really matter for our analysis but I needed to be -- made sure I covered everything.

And the policy development is meant to be reasonably and appropriately related to these technical functions. So that's basically the overall scope under the ICANN mission. The bylaws also give examples of how this is applied. And so when you look at the bylaws, there's a list of core values and I didn't list them all here. But I tried to pick out ones that seem to come up over and over again.

And this is something that many of you have heard over the years. So one of ICANN's core missions is to preserve and enhance the operational stability, reliability, security and interoperability of the Internet. Other things that come into play when we're looking at GNSO Council policy is that there is also a core value that we're trying to introduce and promote competition in the domain name registrations.

And where it's suitable and appropriate, we like to depend on the market to promote and sustain competition. So these are some of the core values that are listed in the bylaws. Another one that seems to apply to GNSO policy is that there's a core value that we'd like to limit ICANN's activities to those activities that require or significantly benefit from global coordination.

Now when you talk about the GNSO specifically (unintelligible) GNSO (unintelligible) a little further because the GNSO is responsible for developing and recommending to the board policies related to gTLDs.

And so as we talk about registration abuse policies, you know, obviously we have to keep in mind that are scope is limited to gTLD.

As many of you know (unintelligible) are (unintelligible) contracting parties is through the contracts themselves. And so as a group when we start talking about policies that could apply to the registration abuse, we need to think about whether we want the policies to be binding on the registries or binding on the registrars or if we want it to be something else, maybe a guideline or a best practice.

And so what I've shown on this slide is how you get policies that are binding on the contracted parties. So in the very first box on the left the registry agreements -- and again this is coming from the (unintelligible) agreement but all the others have similar language -- is they actually have a list of subjects that are considered appropriate for consensus policies.

And so if the policy addresses on of those topics and we go through the procedures and the bylaws to get a consensus policy adopted, then it would be enforceable against the registry. If it's not one of those lists, if it's not a consensus policy under the registry agreement, then we need to look at if we want it to be binding on the registries, is there another way to do it.

And so the one thing you need to think about is if you could have non-binding guidelines and that might be appropriate or you could actually get the registry to agree to it if it's something that's not otherwise enforceable against the registry.

When we look at the registrar agreements it's a very similar analysis. The registrar agreements also have a list of subjects that are considered appropriate for consensus policy. And if it's within those subjects and we follow the procedures in the bylaws, then it is enforceable against the registrars when it's approved by the board.

But that doesn't mean that you can't have a policy that affects registrars. It just means it may be non-binding or you may need to get registrar approval. So the contracts are helpful because they identify the subjects that can be enforceable against the registrars and registries but that doesn't necessarily mean that's the only way to get something that would be effective.

In fact if you look at the third box, there are actually other contract provisions within the contract that are in other areas where it's not the list of consensus policies -- and we'll go through this in this presentation. And so there's other areas that may be binding on registries or registrars, you just have to look through the contract to see if there's another provision that may be applicable.

Then the other outcome of this work could be a recommendation to ICANN. I mean it could be something that's not enforceable against a registry or registrar. It could be something to ICANN and then you don't look at the contract, you just go through the procedures in the bylaws and if it's something that gets recommended by the GNSO Council, it could go to the board and the board could adopt it.

So the next slide talks -- and we're going to talk a little bit about the types of subjects that are identified in the registrar agreement that would be binding on the registrars if the policy was adopted in the

manner specified under the bylaws. And basically as I indicated, the registrar accreditation agreement has a list of topics. It's in Section 4.2 and that's posted on the ICANN Web site if you want to look at the actual language.

I tried to summarize what each of those topics cover so this could help us identify what work we can do in this particular group. And there's a fair list, probably about eight or nine topics that are actually identified in the contract and we'll go through each of them and see whether they happen to apply to the kind of work that we'd like to do in this working group.

The first one in Section 4.2.1 and this is one that may be applicable to policies related to registration abuse. And this basically is if it's an issue where there's uniform or coordinated resolution would be appropriate or reasonably necessary to facilitate the interoperability, technical reliability or operational stability of registrars, registries, the DNS or the Internet.

So in other words if we - or the GNSO as a group decided that uniform or coordinated resolution is reasonably appropriate to facilitate this, that might be a way of making the policy binding on registrars. The next Section 4.2.2 is just related to policies related to DNS registry or registry services, so that doesn't seem to apply here.

The next one is Section 4.2.3 and this is the one that we've debated quite a bit on the list. And this is the one where if the policy relates to the resolution of disputes regarding the registration of domains as opposed to the use of domains including where policies take into account use of the domains. And we've, you know, obviously we've

spent a lot of time on this section, but what I wanted to point out to the group is that this is not the only section that applies if we were to try to find a policy that related to registration abuse.

And so we may not need to get into the details of that section if we find that a policy that we want to adopt falls into another section such as 4.2.1 which, you know, I described earlier. The next one is principles for allocation of registered names and that doesn't really apply to us here. But I just wanted to make sure we were inclusive.

This slide just continues the subject. Accurate and up-to-date domain contact and main server information is listed in 4.2.4. This is the WHOIS, you know, type of information. There's also -- 4.2.5 is a prohibition on domain name warehousing or speculation by registries or registrars. So that is something that could be a subject for consensus policy.

Four point two point seven reservation of domain names. That's basically reserved names. Again I'm not sure how that would apply in this situation. 4.2.8 has to do with procedures to avoid disruptions of registrations due to suspension or termination of a registry or registrar but that doesn't seem to be applicable here. And then the last one is transfers of registration date. That just has to do with transfers and so that doesn't seem to apply in this situation.

So that's the list that's in the contract. Before I go to the next slide, does anyone have any questions on these two slides? Okay.

Greg Aaron: I do Margie. This is Greg.

Margie Milam: Okay (unintelligible).

Greg Aaron: What is reservation of domain names exactly?

Margie Milam: It's really the reserved list, you know, of names that can't be registered because of, you know, there's a list of, you know, dot-com and ICANN and all that sort of thing. So there's a placeholder that you can develop a policy related to reservation of domain names.

Greg Aaron: Country names and certain (unintelligible) for example.

Margie Milam: Right.

Greg Aaron: Okay. Thank you.

Margie Milam: (Unintelligible). Okay. So if we dig specifically into 4.2.3 and this is the section we were talking about before, this is a section that dealt with resolution of dispute. And this one basically stated that you could have a policy related to the registration of a name -- I forgot the language but we talked about it earlier. It's the -- resolution of disputes related to the registration of domains as opposed to the use of domains. But it could be a policy that takes into account use of the domain.

So when we dig further on that, an example obviously and we've already talked about that before was the UDRP where it combines the registration - the ad space registrations with the ad space use. But that's not the only type of dispute that could be addressed with this policy.

You could have other types of registration abuse and I've given just a couple examples here such as false WHOIS or, you know, a registration with stolen credit cards, just all sorts of, you know, things that relate to registration abuse. And you don't necessarily have to have the policy take into account use. It could be just a pure registration, you know, issue that doesn't take into account use. I mean certainly allows for use but what we've been discussing over the list is that we wouldn't want to have a policy that's just use because that raises issues as to whether it's outside of scope or not.

(Unintelligible). Okay. So what I mentioned before is that while there's this list of what is a consensus policy within the contract, there are other areas of the registrar contracts that talk about things that could be binding on registrars. And so I've sited them here. This may not be the entire list but this gives you a flavor of the types of issues that are listed in the RAA that could be subject to policy. So (obviously Central) WHOIS is one of them.

A registrar code of conduct is listed as 3.7.1 in the RAA. That requires a different procedure than the typical GNSO procedure but if we thought that that was something that would be appropriate to suggest, you know, we could follow the procedures in the contract, which happen to require a consensus of registrars in order to adopt it. There is also a placeholder of verification of WHOIS. And that's 3.7.8.

In 4.3.4 this was an interesting one because it has a placeholder for specifications or policies that relate to stability that are temporary. So if there was some really big problem and you can imagine like (a conflict or something) for example. If there was something that needed to get done quickly and you couldn't go through the GNSO process because

it takes too much time, you could do an expedited process under the section. It requires, you know, a certain procedure and then it would be adopted basically on an expedited basis in order to get that in place.

There's also another section, 3.8 which relates to domain names dispute resolution. And the reason why I want to highlight this one is because this one doesn't have the same limitations as the section that I cited earlier. It doesn't have the limitations on use or is opposed to use, all that language we just described. It's just, you know, if there's a policy that relates to domain names dispute resolution, it might be enforceable under 3.8. And that requires a GNSO consensus to get adopted.

Then there's other ones, prohibitions on domain name warehousing and speculation but that doesn't seem to, you know, be applicable here. And then there may be others. And the contract also has sections that apply to and actually specifies what can't be covered under GNSO policy. And so for example pricing, something that -- a policy that prescribes or limits the price registrar services is in the contract prohibited.

And then there's others. Policies that would unreasonably restrain competition or policies that single out a registrar for (disparate) treatment unless justified by substantial and reasonable cause. And then there may be others. But I just wanted to point out that the contract may actually list topics that aren't appropriate for GNSO policy.

When we talk about the registries it's a very similar analysis but as I mentioned before the registries all have individual agreements and

they vary from registry to registry. But they all have the same kind of theme. And so the topics that we talked about here on this slide are more or less covered under most of the registry agreements.

And the registry agreements are written differently than the registrar agreements because they are more clear on what can be consensus policy and what can't be consensus policy. And so they spell out the areas that are appropriate for consensus policy and I listed them here. And they're very similar to ones we just discussed.

So if you want a policy to apply to a registry you need to look and make sure that it's covered under one of these topics. And so -- and these are the ones we've already discussed for the most part. But the first one is the one that may be applicable to us in our analysis. And if it's an issue where the uniform or coordinated resolution would be - is reasonably necessary to facilitate the interoperability, security or stability of the Internet or DNS, then that would be appropriate for consensus policy. So that might be an area where we might do some work.

Whether - if it relates to a functional performance specifications for registry services. I'm not sure that that's really applicable here but I just want to make sure that we're giving you the background so we can choose which ones are applicable. If it relates to the security or stability of the registry database, that's a topic.

If it's a policy to implement consensus policies that relate to registry operations or registrars, that's also an appropriate subject for consensus policy. And again this is the same language we've discussed early. They have a placeholder for resolution of disputes

related to the registration of domains as opposed to use of domain names.

And then what the registry agreements do is they give examples of what these things mean and that these little diamonds at the bottom of the page are examples of implementation of these policies. So principles for allocation of registered names is one. But again I don't see how that would be applicable here.

Prohibitions on domain name warehousing or speculation, reserve name lists, and this gives you a little bit more information on what can be on a reserve name list. If it has something to do with confusion (or on extra) property or technical management, you might be able to come up with a policy related to reserve name.

Accurate and WHOIS -- accurate up-to-date domain name information so that's WHOIS, again is an appropriate subject. Procedures to avoid disruptions due to suspension or termination of a registry or registrar. And then resolution of disputes regarding parties that may register or maintain registrations. Again, this is similar to the one we just spoke about on the registrar side and this might be something that would be in a place where the registration abuse policies might fall in, you know, might apply.

In other words if we come up with a recommendation -- or not we but if in the process the GNSO decides that there should be a dispute resolution policy related to regis - you know, abuse, this might be an area to make it enforceable. The registry agreement also has limitations and they're a little broader than what's applicable to the registrars.

Price obviously is one of them. Standards for considering proposed registry services is another. Terms for renewing or terminating the registry agreements. Modifying ICANN obligations or modifying the contract limits on consensus policies or technical policies. And there may be others. So this is just an example of something where, you know, GNSO policy cannot apply. Greg you had a question?

Greg Aaron: Sometimes people use the term “picket fence” and I hear that term occasionally. My understanding is that this is basically what the picket fence is. There’s some things that are inside the fence and some things that are outside the fence.

Margie Milam: Yeah. And that’s not a defined term so I don’t even know where it originated. But it’s the discussion on what is appropriate for GNSO policy and not appropriate for GNSO policy is my understanding.

Greg Aaron: Exactly. And that’s mine too. Just...

((Crosstalk))

Margie Milam: Okay.

Greg Aaron: ...pops up.

Margie Milam: It’s not a defined term, you know, and I’m not...

((Crosstalk))

Greg Aaron: Yeah, it's a colloquial term that people throw around. But this is what I think it really means, for registries or for registrars what's in the scope as defined in the consensus policy-making process and then what is outside.

Margie Milam: Right.

Greg Aaron: Thanks.

Margie Milam: And then the registry contracts also have a placeholder similar to the registrars where it's appropriate to have a - implement a temporary policy or specification for security and stability reasons (could have) expedited process. And (unintelligible) to the process and you get two thirds board approval, that would be binding on the registries. And then there may be others. I didn't, you know, scan it for everything. But I just wanted to give you an overview of the kinds of things that the registry agreements cover.

So when we talk about (now let's) talk about how this applies to the work of this group. You know, there's lots of outcomes for policy work within the GNSO. And as a group, you know, it's important to know what is possible so we can decide whether, you know, our work is within scope or outside of scope. Obviously as I just described to you before, binding policies on contract parties -- I'm sorry about that, typo there -- non-binding policies on contracted parties and we'd talked about how that could be applied, best practices or code of conduct.

There also could be advice to ICANN and in that category it could be something like recommending contract changes. And that would obviously be up to ICANN and the contracting parties as to whether

that would be an appropriate change. But there's nothing that prevents a recommendation for suggestions. And then technical specifications if it's related to the policy.

And so that's the end of my presentation. I don't know if there's any other questions. Well, thank you.

Greg Aaron: George has a question.

Margie Milam: Okay.

George Kirikos: Can you speak a little bit about the process? Like do certain policies have to go through the GNSO or can anybody take them directly to the board?

Margie Milam: Sure. The bylaws require the policies to go through the GNSO. I guess you're asking me if it's a GNSO originated policy, is that what you're asking?

George Kirikos: Let's say if it's a topic that's in regards to policymaking, the GNSO is supposed to be the policy-making body of ICANN. Does it have - does a proposed action need to go through the GNSO? Let's say for example the IRTs as a specific example. Should that have to go through the GNSO Council or can it go directly to the board without going through the GNSO?

Margie Milam: The IRT work is implementation work. So it's implementation work related to something that was adopted by the GNSO with respect to new TLDs several years ago. So...

George Kirikos: I also might argue (it creates new) policies.

Margie Milam: But on the implementation side that's not - you know, that's implementation of policy versus development of policy. So you can have that debate but that's not a, you know, that type of work would go directly to the board without GNSO, you know, policy process.

George Kirikos: Okay.

Margie Milam: Okay.

Greg Aaron: Okay. Did you have anything else George?

George Kirikos: No, I'm done.

Greg Aaron: Okay. Roland...

((Crosstalk))

Margie Milam: Does Roland have a question or...

Roland Perry: Yeah just a quick one. I didn't see anything in these (so causes) of action here which would come under the following category which is -- I will describe as acting in the public interest to increase confidence in the Internet and prevent harm to consumers. Have I missed it or not talking about anything at all in that kind of space?

Margie Milam: There's nothing clearly on that. But where, you know, where you would argue that it could apply would be in the example here and it's also on the registrar side where the GNSO would make a determination, (a)

uniform or coordinated resolution is reasonably necessary to facilitate the stability of the Internet or the (unintelligible). So if consumer protection issue has to do with, you know, stability or security, you get - you could have it apply in that particular section.

Roland Perry: Yeah, I don't normally think when people talk about security and stability of the Internet they mean protecting people from harmful content that's flowing around. I think they normally mean just making sure that the content gets absolutely where it's supposed to go however harmful that might be.

Greg Aaron: My understanding is that in general ICANN has shied away from getting involved in content-related issues as it would - generally considered outside of their scope.

Margie Milam: And ICANN does not want to be in the position of policing content. To the extent that the issue - the section issue is purely a content issue. ICANN's mission generally is to get away from purely (content) but to the extent that maybe it's linked a registration then, you know, that may be appropriate.

Roland Perry: Yeah but I would have thought for example, phishing was entirely a content issue and rather than any of the ones we talked about so far today.

Man: Also I think it's important to note that's it's not ICANN that needs to be the policeman of content, it's the registries and registrars in particular that need to be the (unintelligible) distribution of that content.

Roland Perry: Well I thought possibly the mission here was to be able to advise those registries on what sorts of policies they could employ so that they could better do whatever policing they're supposed to be doing. And I increasingly registries wanting to have some role in say the policing of phishing by taking down domains which have been shown to be phishing domains.

But, you know, a phishing domain is a site - it's a Web site that's very much content related. The spam emails they send out to pull people to the phishing site is very much of content. So I'm trying to work out how much we're interested in those kinds of content issues.

Greg Aaron: This is Greg. I can address this as an individual only of course. Some - actually all registries and registrars do have some ability to set their terms of service, which means the legally binding terms of service through a contract. That may say some things about the domain name and the terms under (unintelligible), as long as those don't of course conflict with any ICANN or other contractual obligations.

And most registrars if you look at their terms of service they'll say please don't use the domains for illegal purposes. And they may spell out specific examples. And that's not unlike any other kind of company that you may have service with like your credit card company has terms or your ISP or so on. Those are terms that they're allowed to set or in some cases they get permission to set but in a lot of cases it also has to do with their business practices or their positioning in the marketplace.

In dot-info for example we are interested in keeping dot-info a place that's safe and by that we do mean we do pay attention to phishing for

example. We're not obligated to do it but it's something we want to do to differentiate ourselves in the market.

Does ICANN have the ability to force registries or registrars to do something about phishing? That's a different question. But it's something that parties are allowed to do -- you know, kind of do some of those things if they wish. That's my view.

((Crosstalk))

(Mike): Greg it's (Mike). I mean you've got to take to the next steps. The reason why this group was formed was to look at the inconsistencies in those written policies and in how registries and registrars deal with abuse whether they have a policy or not. And then decide whether ICANN could impose minimum standards on registries and registrars.

Greg Aaron: Yeah, I see James's hand is raised.

James Bladel: More just to -- thanks Greg -- more just to agree with what you had said, that those are separate questions in terms of what is at the registry and registrars discretion versus what their obligations are under consensus policy in their contracts with ICANN.

And I think that when we discuss content we're really talking about hosting services, which may or may not be associated with a registrar or registry entity. And those types of services would have their own specific acceptable use policy or terms of service as you mentioned are really now starting to get away from what's prescribed by ICANN.

Margie Milam: But to the extent that for example in the phishing scenario where there is registration and abuse, you know, like false, you know, WHOIS information or stolen credit card information, something like that, that may be an area that could be appropriate. You know, obviously with respect to phishing, there's two types of phishing, you know the type that's more domain-name based versus non-domain-name based and purely content. So that may be something to keep in mind as well.

James Bladel: Absolutely. There are interdependencies with that - in that particular example but it's important to note that phishing doesn't require domain registration to be carried out. So I think that, you know, setting that line is maybe not as clear cut as it would appear on the surface.

(Mike): But James, I mean trademark infringement doesn't have to involve a domain name either. But it's still illegal. And ICANN has decided a long time ago that it could regulate against it. Phishing in my mind is just another form of online trademark infringement. When it does use a domain name, ICANN contracting parties ought to do something about it.

James Bladel: And again I agree with you (Mike). I think that the question that we're kind of touching on is ought to do something about it and some registries and registrars as you know are taking a lead and are very active on, you know, addressing those issues. It's just a question of what's the role of ICANN in coordinating that and requiring that. And that's the question I think that we're - we keep coming up to. Sorry Greg didn't mean to take it off track.

Greg Aaron: Oh, no, quite all right, quite all right. Any other questions? Comments? Roland are you with us? If you are, you're speaking into a muted phone. Star 6.

Roland Perry: Hello. Sorry, yes my phone was muted, beg your pardon. Yeah, I was just trying to clarify my expectations in this process. As you've probably seen on the list, I've been trying to think through what we -- you know, it is possible to achieve within this working group's auspices -- I'll use that word. So really I thought that was quite a useful conversation just now. Thank you.

Greg Aaron: Also Roland you had some questions on the list perhaps related. You had questions about there are some registries that have certain eligibility requirements. For example, one must be qualified to have a name in certain TLDs. I was wondering if we wanted to toss some questions about that to Margie since she's here. Do you want to discuss that today? I think we've lost Roland. Okay. Any other...

Roland Perry: Sorry. Roland here again I'm having trouble with my microphone here. You know, so I said I was floating this idea of possibly deregistration abuse which is somewhere that a - where a registrant either refuses or fails to deregister the name when he loses his qualifications for having that domain.

One example in the United Kingdom is there's a special dot-limited.uk domain where you're only allowed to be registered if you have an incorporated company with exactly that same name. So for example when that company (unintelligible) goes bankrupt who's wound up, you would have to relinquish that domain otherwise that necessary

(unintelligible) doesn't exist anymore. So what's the kind of the - you know, what's the way that you could enforce that to happen?

Greg Aaron: And Margie I'm wondering if there are already contractual provisions for that kind of thing. To throw out just a couple of examples to get a dot-museum name, one must qualify according to the rules that the registry sets. You have to be a museum under certain terms. Or if you have a dot-biz name you have to use it for contractually specified terms, which is predominantly business use or some term like that.

((Crosstalk))

Greg Aaron: If one does not qualify or if it's found that one does not qualify or if one falls out of compliance, isn't that usually and there are recourses for dealing with those registrations?

Margie Milam: Yeah, actually there's also in some cases a separate dispute resolutions procedure. Isn't there for example in dot-biz if it's not a business there's an eligibility dispute you can bring and a procedure you can follow?

Greg Aaron: I wish (Chuck Newman) was with us today. He could tell us.

Margie Milam: Yeah, but that's my understanding that it's built into the contract and in some cases the registries actually adopt procedures for people to challenge if the particular registrar no longer qualifies.

(Rich): This is (Rich) if I could just speak to that quickly. You don't have to be a business but the domain has to be used for a business purpose.

Greg Aaron: Correct. (Nacho) are you with us?

(Nacho): Yes.

Greg Aaron: Let's say that in your contract if a dot-cat name has been awarded to someone but it's not being used according to the contract, what might happen?

(Nacho): Yeah it has happened sometimes, not many but it has. What we do is send a warning to the registrant informing him that he's not in compliance with dot-cat rules. I must tell you that we only do this whenever we receive a complaint from someone that has taken some (unintelligible) country domain name, not because we follow a strict policy of prosecuting every registrant to see whether he's in compliance or not.

So whenever we receive some kind of complaint or whenever we see that some strange pattern of registrations is being done by someone not -- how do I say that -- a bit suspicious of not belonging to the community. Let's say a guy with a Russian name is registering (unintelligible) dot-cat, (unintelligible) dot-cat and all of this kind of stuff. We keep an eye on these domain names to see if they're in compliance or not.

So once they have registered the domain name, they have six months to put some contents on them. And when we reach that deadline if they're not in compliance, we warn them just once. And if they still are in compliance 15 days later, we lock the domain. We put it on hold so the domain name is not (unintelligible), email is not working and it keeps locked until the end of the term of registration.

Greg Aaron: So you have a contract that you can rely on to take care of that situation of not...

((Crosstalk))

(Nacho): Yeah, we have a contract with the registrant which they must (unintelligible) accept whenever they go through the registration process. And there is one point that specifically states that if the registrant's not in compliance of the rules and the rules are these and that the other one, the domain name might be put on hold.

Greg Aaron: So in my understanding is that's pretty - that's the standard way of doing things. If a registry has eligibility criteria...

((Crosstalk))

(Nacho): I guess so. I cannot -- oh, sorry. I cannot speak on behalf of others but at least from what we know from the real sponsored registry, yes it is standard. I don't know if everybody follows them as closely as we do, but we are quite strict on that whenever we see that there is not compliance.

Greg Aaron: Thank you. Okay. Any other questions on the presentation? Hearing none. If there aren't any others, I suggest we talk briefly about our update to the council and our next meetings and then kind of where we go from here now that we've gotten this policy presentation and grounding.

Marika kindly drafted an update to the council. In our charter we were asked to give them a 90-day update. And so it's been up for a few days. And by the way Margie thank you very much as we close out this section. I personally found it very helpful.

((Crosstalk))

Greg Aaron: So anyway we have a draft update posted. There have only been I think two notes posted to the list. One was to correct the spelling of James's last name.

James Bladel: Thank you.

Greg Aaron: The other one was in the section where we talked about our draft definition (unintelligible) consensus. But there is a suggestion that we make clear that this is not locked in. And I'm certainly happy to amend it to say that we definitely will revisit the definition if that's helpful. Roland did you want to make any comment?

Roland Perry: Well yes, my latest comment was simply that if we changed one word from may to will. That that would remove the ambiguity from that particular sentence.

Greg Aaron: Okay. Any thoughts on making that change, anyone? I'm certainly happy to do so. Any objections? So Marika let's change may to will. So we definitely revisit that at later meetings. And we'll change the spelling of James's name. Are there any other changes or additions that anyone would like to see to the update? Okay. So hearing none, can we assume that this document is good to release to the council?

(Mike): I would make just one suggestion Greg. It's (Mike). And that is at the end where we talk about the list of known abuses, why don't we include the link to that list.

Greg Aaron: Okay.

Richard Tindal: I've got a -- this is (Richard) -- I've got a comment there as well.

Greg Aaron: Go ahead.

Richard Tindal: Yeah, so I think that sentence that (Mike) has mentioned the (unintelligible) has created a list of known abuses. I think the word "known" is not correct there. I think these are potential abuses. We haven't looked at them yet to determine if we think they are, if they do fall within the definition. So I think a better word than known would be potential.

Greg Aaron: Yes I think at point it actually read proposed.

Richard Tindal: Proposed for study maybe or...

Greg Aaron: Or something like that, yeah. Yes, so which line did you suggest (Richard)?

Richard Tindal: Potential abuses.

Greg Aaron: Okay. Does anyone have any other language they would like to propose there? Hearing none. Does anyone -- are there any objections to changing that to potential abuses? Okay. And hearing none, Marika let's make that change in the document.

Okay. Any other notes on the document? So hearing no additional changes, it sounds like we have agreement. And this document will be sent to the council this week. And now we have to -- having met that requirement then we'll have to talk about our next meetings.

Woman: (Unintelligible).

Greg Aaron: Hello? Okay. Two weeks from today would be June 15 and then we have a meeting scheduled in Sydney to happen on June 22. So let's schedule - I propose we schedule June 15, two weeks from today and continue on our biweekly schedule.

And then the June 22 meeting is scheduled for 7:30 a.m. local time. A few weeks ago we had decided that that would be the best time possible because it's - it would still allow participants to try to call in. We have requested arrangements for a conference line so everyone can join in if they're not going to be in Sydney.

Can I do a poll of who will be in Sydney? If you will be, can you raise your hand? Myself, (Richard), (Nacho), James, (Martin), (Andy), Philip, (Phisel), (Mike) R., actually that's a pretty good section considering the distance we have to go, so thank you.

We'll distribute call-in information before that of course. And if you can join, this will be a regular meeting so we'll develop an agenda beforehand and then we did say that the meeting would be open of course to all members of the ICANN community. And we'll reserve some time in the meeting for Q&A if anyone from the community wants

to come in and get an update on what we're doing or has any specific questions.

In future meetings my proposal is that we go ahead and start working our way through our list of proposed or potential abuses. And we can work up some process for examining what each of those means, notes on (unintelligible) each is in or out of scope. And if it's in scope, under what sections of contracts or so forth.

We'll also have to come up with a way of starting to write some material about each of these as we go through it. Eventually our report to the council will have to delve into the details of each of these and why we're recommending anything associated with each one of them. So that will be a topic I guess for our next meeting.

Any thoughts on taking that course? Okay. Sounds like everybody's good with that. Okay. Good, good we got through a lot today and we are coming up at the end of the hour. I just want to throw the floor open one last time. Does anybody have any last questions or comments for today?

Margie Milam: (Andy) has his hand raised. Do you have a question?

(Andy): No I just never put it down. Sorry guys.

Man: Well I think (Barry) asked a good question on the chat about moving or making our meetings two-hour sessions. (Unintelligible) do not seem to be making very good progress in my opinion so far.

Greg Aaron: Okay. (Barry) you have the floor.

(Barry): Yeah I just -- per what (Mike) said it seems like since we're meeting every other week I was just curious if it would benefit us all if we tried to start meeting for two hours during each session to kind of start getting better traction on where we're going.

And the only other comment I'd have in terms of next meetings, it seems like there was a lot of discussion relative to use of a domain versus registration of a domain. And I don't know if we have complete definition about that kind of scope or where we should (unintelligible). I'm hoping that we can kind of reel that in and have consensus about what that particular scope is.

Greg Aaron: Okay. And James I see your hand up.

James Bladel: Just real quickly, can we - if not already done so, can we post Margie's slide deck to the Wiki if we feel that's appropriate.

Greg Aaron: Oh, it's already up there.

James Bladel: Thank you.

Greg Aaron: Sure. Okay. So back to (Barry)'s question. Should we move to two-hour meetings? Find time to revisit that question I think. One of the things we could do is poll the membership and see if they have that time available. That's what we did the first time around. Any objections to taking a Doodle poll?

Man: We don't necessarily have to meet for two hours, maybe 90 minutes might be helpful but having more time blocked out would be a good idea.

Greg Aaron: Okay. Let's poll the membership then and we'll do that this week and we'll have results for our June 15 meeting. The other question was the use versus registration issue, which is a complicated one. (Barry) what aspects of that are you particularly interested in or feel that need more exploration?

(Barry): Well to be honest I'm kind of in my rookie season for all of this, so I'm really in a more sponge mode than anything else. But what I would have to say is it sounds like there was a lot of good points on both sides of the fence as to defining the scope for registration abuse.

And, you know, I guess in some ways I'd almost favor the side of the fence that encompassed just around the process up to the point that the domain is registered and excluding the areas of use because I think it seems like a lot of the other contracts out there already kind of take care of that. But I don't know, ultimately it just sounded like through the discussion through the email chats and everything that there wasn't final resolution to that.

And I just think that it's important that we nail that down in parallel with - maybe it also could occur in conjunction with when we're trying to understand what the abuse types are, that will get flushed out more. But it just seems like we need to nail that down.

Greg Aaron: Okay, yeah. And as you say, some of these proposals that we have don't touch on it, we'll probably bump - we definitely will bump up

against it in some of them and may have to work our way through it again. Maybe that's the right time when we have a specific example in front of us.

Okay. Any other questions? We'll definitely keep that in mind (Barry). Okay. Well we're an hour in. Like we said the presentation is up on the Wiki now and no doubt we'll want to refer to it many times in the future. So thanks again Margie for preparing that. It was enormously helpful.

We have a few action items to take away. One of them is the proposal for two-hour meetings. And I'll follow up in the meantime with Marika to get those taken care of.

So if nothing else, we can conclude for today and we will reconvene at the same time on June 15.

Thanks.

Man: Okay. Thanks.

Woman: Bye everybody.

Woman: Bye.

Man: Thank you.

Coordinator: Thank you for participating in today's conference call. You may now disconnect.

END