

GNSO
Registration Abuse Policies WG Sub Team: Uniformity of Contracts (UOC)
18 November 2009 at 18:00 UTC

Note: The following is the output of transcribing from an audio recording of the Registration Abuse Policies WG Sub Team: Uniformity of Contracts (UOC) on 18 November 2009 at 18:00 UTC. Although the transcription is largely accurate, in some cases it is incomplete or inaccurate due to inaudible passages or transcription errors. It is posted as an aid to understanding the proceedings at the meeting, but should not be treated as an authoritative record. The audio is also available at:

<http://audio.icann.org/gnso/gnso-uoc-20091118.mp3>

On page:

<http://gnso.icann.org/calendar/index.html#nov>

Present for the teleconference:

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GGW Good morning, good afternoon to everyone. On today's UOC call we have Mike Redenbaugh, James Bladel, Berry Cobb, (Mike O'Connor). From staff we have (Margie Milan) and Gisella Gruber-White myself, no apologies. And if I could just remind everyone please to state their names. Thank you.

Berry Cobb: Great. (Unintelligible). Thank you, Gisella.

All right, let's go ahead and get started for today. Basically our agenda is to review through kind of our first draft of the recommendations report out as a team. And I imagine that that'll take up pretty much the full hour. I sent that out last night and I hope everybody had a chance to at least kind of browse through it real quickly. And we'll get into some of the details here in a minute.

So I'll start off by saying just a couple of comments and then we'll kind of open up the floor for general discussion and then I'd like to kind of just jump

into the recommendations report. And we'll kind of go page by page until we get to the meat of it which is basically kind of our - what I labeled as guiding principles and recommendations.

So first and foremost, I guess up until Seoul I was oblivious or for whatever reason unaware about some of the activities that dot info and dot org guys were doing relative to trying to (combative views). Specifically as we touched on in the other working group the malicious session that had (Adam's) presentation of what they did at PIR was, I don't know, a big revelation to me because it seemed to really just - that his presentation perfectly aligned with almost the structure of the overall working group, let alone just relative to this subteam of uniformity of contracts.

And with that presentation it just - from my perspective it became very clear to me why some of the recommendations out of this team shouldn't go ahead and leverage what is already being done out there. And by my read of that effort, it sounded like it was very successful. While it may not be perfect but certainly they saw great successes in their methods and the model that they chose to follow.

So what that prompted me to do is kind of - in some ways I kind of structured this recommendations report around that or at least the recommendations themselves are kind of keying off of what's already being done out there. And that certainly prompted me to re-read the issues report that was developed by ICANN staff that kicked all of this off. And after re-reading it I realized a lot of what we're talking about is already included in there so there's certainly a mention of the dot info and dot org efforts which is a good thing.

So at any rate kind of some general comments planned for today. Like I said let's kind of review through this document page by page. We'll solicit feedback. Specifically we'll target it on the principles, the recommendations that we had - that's listed in there and the questions that we still need to try to answer as a team to complete this report.

At the end of the call I'll send out a revised version. I went ahead and started. From the version that you have right now I've already made a couple of updates, but I'll send out a revised version at the end of this call. And I'll basically - with the exception of Appendix 4, I'll stop making any changes. But I'd like to give the team up until Friday at noon to provide specific feedback, especially in the areas that we didn't have a chance to cover on this call today. I'll incorporate all of those changes into a final draft - not final draft but the next draft that I'd like to be able to post on (unintelligible) wiki by close of business Friday or some time over the weekend per (Greg's) due date that he assigned us.

So that's basically all the comments that I had. I'll open up the floor for some quick comments and then shortly after that we'll go reviewing through the port list. Anyone? (Unintelligible)?

Man: Well, as usual you under sell your documents pretty dramatically. I was sort of expecting something quite a bit worse than this when I opened it up. Pretty blown away by this. Good job.

Berry Cobb: Well, I would just counter with that that there is probably more lipstick and it's still a pig in the pen if you will. I will say that, as you'll probably take note through much of the content here, I'm certainly not the best writer in the world. So I really am leaning on the others that are much better writers to kind of help me with some of the content. But hopefully we're all kind of going down the same path with this.

Man: Looks great to me. There's plenty to talk about but monumental effort. More kudos for (Barry). I'm going to mute. This stupid phone's going nuts.

(Mike Redenbach): It's (Mike Redenbach). (Unintelligible) it's a great start. I think you've got a lot of good content in here (Barry). I'm sure others have some (unintelligible)

a lot of (unintelligible) some changes we'd like to see but we should just get into it, get a draft out on the schedule that (Greg) set if we can.

Berry Cobb: Okay, great. (James) any comments real quick?

James Bladel: Nope, let's go ahead.

Berry Cobb: All right. Well, let's go ahead and start on basically Page 2 which is the issue and background. This - kind of this structure is the template that's being used by the overall working group across some of the other subteam break outs that have been going - or have been developed so far. Issues section, other than a couple of bullet points, I haven't really developed that section yet but at least within the team right now I think we know what the issue is and I'll certainly add more content to develop that section. If any of you guys have any ideas or some language that will nail down what this issue is, I'm all ears.

And if not we'll go ahead and move on into background.

Man: (Barry)?

Man: ...(Barry), I mean, I think you've done it down below where you're quoting the charter and all. That's really what the issue - the issue's pretty well defined there I would say.

Berry Cobb: Okay. All right, well, I'll make - because it is a formalized section, I'll make reference to refer to the background for more details I guess.

Man: Or just bring some of it out or just kind of tease it out of the background. You can re-state it if you want. You don't even need to do that. (Unintelligible) just copy it as a brief issue. Maybe also the broader charter of the entire working group. Some of the whereas statements, some of the council resolution that formed the working group. That might have some good (unintelligible) in it for you too.

Berry Cobb: Okay, cool. Okay, any other comments about the issues section?

James Bladel: This is (James). Similar to what Mike was saying. In fact you might even just consider merging those two and just calling it background and issues or something like that and just having that as one section because I think it's fairly comprehensively covered.

Man: Exactly. Don't spend a whole lot of time on it because this is eventually going to get merged into a larger report that'll frame the issues anyway.

Berry Cobb: Okay, very good.

Man: I'm on with that too.

Berry Cobb: Okay, great. Next section. So background, basically the charter which is just the content that I think (Marika) had given us at the beginning of when we started this subteam. And it was basically just pulled out of the overall working group charter. Uniformity of contracts team, that's us. And then moving into timelines. Just kind of felt that that was kind of necessary so people can grasp how much effort has been put into this. Then moving into the - any questions before we get into the agreement landscape diagram?

Okay, cool. The agreement landscape diagram, I built this the other night because for whatever reason, I don't know why, I'm not an artist but I feel like I have to have a picture with a bunch of words. It's kind of been one of the downers about my experiences at ICANN so far is it's all words for the most part. So anyway I needed to have a diagram to kind of help shape, sort of put some reference or context around what we were trying to address. And sure enough after reviewing another presentation at ICANN, I think it was part of maybe the DNS (SEC), somewhere in there, I found the exact same diagram practically.

But the idea here is to illustrate that there's four primary agreements within the scope or realm of ICANN's span of control and that's the first one being the registry agreements that are set up. Within the registry agreements there's dispersion here but there is typically an RRA template within that registry agreement that's used to set up the agreements between the registrar and the registry itself. Then you also have the agreement between ICANN and the registrar. And then lastly you have the registration agreement between the registrant and the registrar.

And then outside of those four agreements, there are other agreements out there such as terms of service, privacy policy, and then specifically at the registry level terms of agreement and/or terms of the service between themselves and the registrar.

Anybody - am I missing - oh, and then also on the top right-hand corner I also put the applicant guidebook version 3 because there is a section in there relative to malicious conduct. I haven't made it to that section or really fleshed that out yet but it is an entity that warrants attention or at least notice within the (stuff) team.

So the question I have about the diagram here is am I missing anything? Should we change it? Is it confusing? Thoughts?

James Bladel: This is (James). And I hesitate to even mention this but I think one possible omission is the - it's a controversial topic but the relationship between registrars and re-sellers.

Berry Cobb: Thank you. I think it's worth sticking that in if we can figure out a way to do it.

James Bladel: And if we can do it in such a way that it doesn't take away from the existing diagram.

Berry Cobb: Yeah. Okay, my question would be is I've never seen an agreement between a registrar and a re-seller. I'm sure that there is some sort of one out there.

Man: There is. (Unintelligible) the wild, wild west domain.

Man: I've heard of them.

Man: Yeah. (Unintelligible).

Man: Fifth largest registrar in the world, right?

Man: Right.

Man: Something like that.

Man: Also (Two Couch) should have that agreement pretty handy.

Man: Yeah, I think they're a re-seller only or a wholesale model should give us pretty quick access to their re-seller agreements.

Man: Yeah, I don't know if we can get (unintelligible). That would be the other major one. (Unintelligible).

Man: I'm sure it's all public. (Unintelligible) realize anybody can be a re-seller (unintelligible) any of those people.

Berry Cobb: Now are these re-seller agreements, they aren't sanctioned by ICANN, correct?

(James Liddell): Well, that's a good question. I think that there are - currently they're not but there are some provisions in the 2009 RAA that does provide some guidance if not - maybe (Mike) or (Mikey) can chime in here but guidance that's not actual language that needs to carry forward into those agreements.

- (Margie Milan): Yeah, that's right. This is (Margie). The 2009 agreement has specific language that re-sellers should have in their agreements. So it's kind of an indirect relationship if you will. There's no provision specifically between ICANN and re-sellers but there's some mention on what should be in a re-seller agreement.
- Man: Right, but I can't bind the registrar by contract to bind the re-seller by contract with the terms of the RAA basically?
- (Margie Milan): Yes, that's right.
- Berry Cobb: Okay, so in terms of modifying this diagram, I'll put a little people icon to the right of the registrar and show a document in between that relationship which is the registrar/re-seller agreement. So little R, little RA. And I can also maybe put a dotted line from the RRA document icon to the little R, little RA icon showing that it does have some relationship or that there's a content there. That make sense?
- Man: Yeah (Barry). The dotted line should originate with the RAA, not the RRA.
- Berry Cobb: Oh, okay, yes. All right, cool. All right, perfect. So all right I'll make that modification then. Yeah, I think that would be good.
- Okay, any other comments about the diagram?
- (Mikey): This is (Mikey). Just a comment that I love pictures so I think this is a great (unintelligible).
- Man: You do this yourself or you find this somewhere?
- Berry Cobb: No, I built it myself. And like I said I found another presentation where somebody kind of did it the same way. It's not as pretty as mine but it's the

same. Plus I took it to the next level of including the Internet user and terms of service and privacy policies that they would experience.

Man: (Barry) you never cease to amaze me. Right on.

James Bladel: And (Barry) I guess -- this is James -- the only other thought I would have is -- and I don't want to sound like an art critic; I think it is amazing -- but using the horizontal space a little bit more because I think that when you add the reseller and more of those chains down there, you run the risk of eclipsing your chart so maybe possibly putting the registry and registrar further width away so that you wouldn't have to use such a small font on some of these documents. Might just be helpful because I had to blow it up just to be able to - oh, I see what he's talking about there.

Berry Cobb: Okay. All right, I'll expand that out. Let me take a note of that.

Man: Yeah, in fact (Barry) I know that it's in the chart below but there's a...

Berry Cobb: Maybe include a little legend?

Man: Well, either a legend or actually in addition to the abbreviation actually have the words. And one way to approach that would be to take a whole page for this picture. Rotate it horizontally. Make it all a little bit bigger.

I think that this is one of those - I love reports where the whole report is visually captured on one page because it's a great talking document. And I think that this is a really useful diagram for lots of people. So it could occupy a whole page. And with a whole page then you'd have room to put the names of the agreements in addition to the abbreviations on there.

And one of the reasons I'm so keen on this is because, just as you were captivated by that other presentation, I think it's great to have a picture that shows all the contracts that are involved and the relationships between the

players. So I think it's worth the page landscaped to make a little bit bigger, put a little more (unintelligible).

Berry Cobb: 10-4, will do. Cool.

All righty, now let's kind of move into some of the real meat. Dispersion findings section, this table, my intent here was to try to create a quick summary to show all the dispersion across the varying contracts. Now for the purpose - and this is where I guess the road starts to get a little bit slippery is the UOC team here and the dispersion research that we created really only targeted the registrar component of the community. We didn't really touch on any of the other agreements within the scope of this subteam.

Fortunately -- and again I don't know why I kind of spaced out on it -- fortunately a lot of the other groundwork had been done for registry agreements, the RRAs, and then I just did kind of a quick synopsis on the RAAs. So my intent here was to try to show that we kind of covered our bases in the agreement landscape and, yes, there's pretty big dispersion out there. So that's kind of the take away of this table.

I know that I definitely need to work on the summary comments column for each one of these. So any comments or better wordsmithing after this call would be very much helpful. So I won't necessarily go through line item by line item of summary here. And so I'll just ask that any comments or questions about the table in and of itself. Otherwise I'll just reserve it for specific comments that you might want to send back after the call. Or edits I should say.

(Mikey): This is (Mikey). Sort of an editing note. One thing you might do -- it just sort of goes with the make the picture be a whole page comment -- you might force the page break on that table so that the table is also a full page. I think that if you were too limited to one piece of paper, those two might be the pieces of paper front to back, the diagram on one side - he said, "Well, what did you do

over the last six months (Barry)?" I think that's the two pages that you'd probably hand him.

Berry Cobb: Okay, cool. And I think that (unintelligible) you - the first four rows I would like to briefly just read over the - not read over but I'll talk about kind of the rationale for the summary comments.

So starting with row one, the registry agreement. Definitely within the issues report -- the ICANN staff and I'm not really sure who authored all of that or the entire team that was included -- but the take away that you get from the issues report relative to the registry agreement, the way that it's structured it also includes the RRA because in some of the registry agreements it's an actual template. But the take away there is that there is significant variance across both of those agreements. And specifically even those registry agreements that include an RRA template, there's very minimal language in there relative to abuse, definitions, or indemnification of fighting said abuse. So that's kind of the take away for those first two rows.

And my thought here is I'm trying to refer them down to the appendices to go - if they really want to dive into the details and try to prove us wrong about the dispersion, they can go into the details of the issue report. So I didn't really want to recreate the wheel here.

James Bladel: (Barry) this is (James).

Berry Cobb: Yes?

James Bladel: I just had another thought here and I don't know if it applies to this chart more appropriately or the diagram but there's another possible element that we might want to find a way to shoe horn into this discussion which is the registry service request. I think that that -- what's that?

Berry Cobb: What is that? I don't even know (unintelligible).

(James Liddell): Or funnel request or I don't know what some of the other nicknames for it are. But essentially it's - whether it's a document or an agreement, it's a mechanism by which a registry can define and introduce a new service or a new practice that - I'm thinking specifically of some that were addressing abuse particularly in dot info I think about a year ago.

(Mike): can help a little bit?

James Bladel:): Yeah, if you could (Mike) jump in there.

(Mike): (Mike). So you're talking about the (R) steps process with two S's I think and (unintelligible) the consensus policy that allows registries to propose additional registry services, that ICANN allowed us to conduct those services. And info did go through the (R) step to get approval of the anti-abuse policy. PIR did not. And curious as to why not. Who's right? Do two people need to or do they not need to? That's something that we should look at.

Berry Cobb: Right. But that in and of itself (Mike) is a good example of variance, right, because you have two registries that potentially use different methods to...

(Mike): Yeah, I'm not sure whether the language in their contracts was the same or not. I know obviously org is quite a bit older than info. So I'm not sure about the contract language, if there was any difference there. I did ask (Adam) about it in Seoul and he just said that they didn't feel they needed to go through that (unintelligible) at PIR. He just said that they didn't feel like they needed to go through the (R) step even though affiliates had done it.

Berry Cobb: Right. And the (R) step consensus, was that a recent thing or how long ago did this come out?

(Mike): No, it's three or four years old.

Berry Cobb: And so I guess (James) I'm still a little bit fuzzy about this. So in terms of the context of this (R) step process and defining a new service, that could be a platform by which registries could create a counter measure for lack of a better word against abuse?

James Bladel: Yeah, that's a good way of putting it. I think that - visually I think it would probably be a sidecar to the RA that you have between the registry and ICANN. It could be seen as a - probably not - jump the terminology a little bit but it could be seen as an addendum or modification to the RA in that - then go and after the fact - through the course of policy development or the (R) steps development process they would actually make some material changes to how they conduct their registry.

(Mike): Yeah, I think that's right. I think that maybe the contract language was different between the two but that'd be interesting to figure out. It wouldn't take long. So I think that org has general language that the registry can take any action it deems necessary to ensure the security and stability of the registry. And so they developed their policies basically under that broad language.

Berry Cobb: Right, and...

(Mike): either didn't have that broad language, although I think they do. I think they just didn't feel as comfortable with it.

Berry Cobb: Right. Both do have that broad language and that's really the basis for recommendation one here which we'll get into in a minute. All right, I'll add a row and look into this (R) step process. I'll do a quick compare between dot info and dot org and add that in here and then include it on the diagram as well.

(Margie Milan): Sure so just to follow up. This is (Margie). I think what you're saying is that that might be one approach to deal with (unintelligible) abuse and to

recommend that there's an (R) step submitted by the registry. Is that (James) what you're essentially saying?

James Bladel: I think the thrust of my point is that that's another area that can cause a lack of uniformity in the agreements or the provisions between the registry and ICANN is what registry services or (R) steps may be applied for and accepted.

(Margie Milan): Yeah, and I think that...

James Bladel:that cleanly, I don't know.

(Margie Milan): Yeah, I think it's a good approach. I think it's an addition worth mentioning.

(Mike): I think that PIR probably had it right and they don't have to go through the (R) step process and we probably - if we took an opinion on it, I hope that would be what our opinion is, that registries should be encouraged to take steps to secure their services without having to go to ICANN for approval every time.

Berry Cobb: Right, but then you have the precedent that that's kind of what info did so we should capture it somewhere I think because you have that one instance already.

(Mike): That's right.

(Mikey): This is (Mikey). And then another sort of counter view to that is that if registries are allowed to essentially (bolt) on abuse measures at their own discretion, then what we're doing is we're introducing even more dispersion. And to the extent that dispersion is a problem - so some registries are very secure, some aren't and registrants way down at the end of that chain may have no clue which ones are more secure and which ones are less. I think that there is a counter argument that says it would be nice to have at least

some mechanism to communicate that dispersion that would not reduce the dispersion itself.

Berry Cobb: I think you make a really good argument as to dispersion in the sense that there's no minimum - no level minimums. But as far as if we set a level minimum and then allow people to exceed it, I don't see the issue.

(Mikey): I think that if we did that - maybe where I'm headed with this is that if we set a minimum and we allow people to quickly and flexibly exceed that minimum, what we want to tie with that is also a mechanism to communicate those differences to the registrants.

(Mike): I think that's a great idea and to share it with registrars and registries as well.

(Mikey): Yeah, yeah.

(Mike): (Unintelligible).

(Mikey): Yeah.

Berry Cobb: Okay. I think we're starting to borderline on kind of the recommendation so let's jump through this. We've got about 25 minutes left.

So rows three and four that talk about the RAA and the registration agreement. The RAA like I said, that one's pretty easy. Basically it's a template. The mate - you'll find some more details down in Appendice [sic] 3 about how I claimed that there was dispersion found even though I said not directly. But it's pretty straightforward. There's very minimal language in the May 2009 RAA. It really only touches on things like UDRP privacy policy and one other kind of category that we had defined in our other dispersion matrix. But it's certainly on the radar about the gaps that the RAA has relative to abuse. It's - there's not only the recommendation that we might come up with out of the working group here but we also have the RAA working group out

there as well that has already identified through a presentation that I saw at Seoul that they see gaps that there's no malicious conduct language and a bunch of other topics.

So in terms of covering the bases on rows three and four, I think we're certainly covered. And then the last view, terms of service, terms of use, privacy policy, AG version three, I included those there just to kind of alert people to the fact that when we start getting down to this level, that's where the dispersion is the greatest. Some registrars call it a registration agreement; others call it a terms of service because they also provide hosting and they'll net their registration agreement within their terms of service. So it's all over the board down there. And then my further take away from that is that we really didn't get to that granularity level. We really stopped at the registration agreements for the most part.

Okay, next I think maybe is Page 4 which is kind of like the conclusions and guiding principles. This section here is more or less taken from our October 5 meeting notes and discussions that we had out of that and a combination of what I had in the PowerPoint deck that went with the dispersion presentation that we gave to the working group. And I don't know whether we should include this or not but I just wanted to try to prep people for the recommendations that we came up with, and this is kind of the boundaries that we set for ourselves.

So the first one, basically I was just going to have a couple of sentences about how we came up with our conclusions and guiding principles. And then there's three basically main principles here. First is relative to dispersion and consistency. We acknowledge that uniformity does not exist out in the marketplace basically across RAs, RRAs, RRAs [sic], and RA agreements. We do believe that increased uniformity is important, that it helps promote equal competition. We recognize that perfect uniformity is not realistic but we should kind of strive for it where it's feasible.

Then the second bullet is basically a take away here. If - the more the policies are consistent, the greater responsibility lies to ICANN to consistently enforce those policies.

Thoughts, comments around dispersion and consistency?

(Mikey): This is (Mikey). Maybe we add a third chunk to that which is something along the lines of transparency. It's back to the comment in the dialog that (Mike) and I just had that we like uniformity, especially in the minimums. We want to promote and encourage and stand out of the way if a registry wants to exceed those minimums. But to the extent that they do, quickly and transparently let everybody else know what those differences are so that ultimately registrars and ultimately registrants are easily well informed of the differences.

(Mike): (Unintelligible) on that?

(Mikey): leg on that but I guess I'm (unintelligible). Go ahead. Sorry.

(Mike): Oh, no. No problem. It's definitely a good point but also it really can only go so far. Obviously we want registries and registrars to do other things that they don't inform the public about in detail also like many of them do now. So we've got to be careful how we craft that language.

(Mikey): I think that the goal in my mind is - I don't think that inconsistency in and of itself is terribly - we don't like it but I don't think it's terrible. I think inconsistency that's unknown is a problem.

(Mike): Like a (unintelligible) we have today then for sure.

(Mikey): Yeah, right, and that's part of the reason we're all working hard on this is because I think we all agree that today's circumstance isn't the greatest. And so I'm trying to get at a way - I agree with your notion that registries shouldn't

have to reveal all of their secrets to the bad buys but at the same time I also want more knowledge dispersed to registrars and registrants about all this because...

(Mike): we just need to figure out how to draft that.

(James Liddell): And...

Berry Cobb: Well - go ahead (James).

(James Liddell): Well, I wanted to keep this point - and I don't know if I'm building on what (Mike) was discussing or if this is a separate point so I'll just put it out on the table. But I think that making a statement that uniformity is desired is maybe too leading to the conclusion that the inconsistency or dispersion of agreements is a cause of abuse, but I think I feel more comfortable saying that it complicates mitigation efforts. And I don't know if we can work that in there elegantly or if it's just going to encumber this section. But I think that that's the point that we want to get across is that in and of itself dispersion is not a predicate for abuse. It is simply something that complicates the coordinated mitigation approach. Does that make any sense, guys?

(Mikey): Yeah.

James Bladel: stumbling over that.

(Mikey): I think part of it's mitigation but I think part of it is also essentially the reduction of risk to the various players. If you don't know the landscape, you might walk into a buzz saw that you wouldn't have walked into had you known what was going on. And so that gets back to that transparency thing.

And I think also there's probably - back to the funnel process. I think that we do need to clarify sort of once and for all whether - what the process is by which registries can introduce abuse reduction measures. Is it through the

funnel process or not? So that to the extent that we can - part of this is about making these processes more predictable.

So I think we've got some work ahead of us in terms of crafting some of those ideas. I don't think any of us are disagreeing with each other but we do have to - as Mike points out we have to be careful to word this in such a way that we don't tie the hands of the good guys.

Berry Cobb: Well, so I guess to not - I guess to kind of move on briefly is taking a look at the next little section which is the APB, the abuse provision baseline. And I'll just read through this real quick and - or read through highlights but then circle back.

So basically we agreed that some sort of uniformity should be implemented and a minimal baseline is probably the best method to accommodate that. The second bullet is really what I think you were talking about (Mikey) is the lowest common denominator, some sort of minimum requirement approach with abuse provisions (unintelligible) and allows the market participants to not be constrained by exceeding that minimum. And then I think (Mikey) you wanted to tack onto that is - further to that is there needs to be an element of transparency that we let the - let the customers know that there is this difference or this exceeding the minimum. Correct?

(Mikey): Yeah.

Berry Cobb: Okay.

(Mikey): Carefully worded acknowledging (road bus) points.

Berry Cobb: Okay. All right, so the next little part about kind of the guiding principles behind the APB is we want general enough language that provides broad powers to act against all kinds of abuse as opposed to the other end of the spectrum. There's very specific language that could be limiting and has I think

in some references not been proven that successful and certainly is not as adaptive to changing market conditions or abuses out there. So kind of another subgoal to that is finding the right balance of language that would provide the adequate authority to respond to abuse while at the same time providing the adequate protection or indemnification which I think was very important to you (James) and for the registrar community. If this is something new you guys are going to be doing, you need that kind of protection.

So ultimately this is a - we're trying to look for a one size fits all. If we can get it, that's great. But that might not be - that may be over ambitious. And again just touching on language that can indemnify market participants acting in good faith to combat said abuses.

(Mike): What do you mean by one size fits all may be a dream?

Berry Cobb: Well, I guess I'm saying that loosely because any kind of minimum baseline that we come up with, could it - can it be used at the RA, can it be used at the RRA, can it be used within the little RA, or can it be used within the RAA. And I'm the furthest person that needs to be writing contract language so I don't know if that minimum baseline can accommodate all the different business models. So we might have to tweak that minimum baseline some but I don't know.

(Mike): Okay, that makes perfect sense. But obviously we should start with what we have. There are good acceptable use policies already at every level in place.

Berry Cobb: Absolutely. And so that we can move onto the really good stuff if we run out of time. The last thing is this is not the final chapter. I didn't really have - I couldn't think of better language for it but we all recognize that we're still a PDP. The recommendations that we come up with will be taken to the next level at a PDP. And then the torch will be carried on so to speak.

So really the take away here is while that formalized process is going, we shouldn't let that stop us from getting better. And so however we do it, we should somehow communicate out to the community that there are activities going on. Perhaps maybe we should start adopting some of these practices until the formalized process can catch up.

(Mike): Yes, we could start - we could just cite some of the good policies or things that we think are pretty complete and then...

Berry Cobb: Yeah, but...

(Mike): what they do.

Berry Cobb: And so that takes us then to the recommendation section. I think this is probably going to take us along for the rest of the hour. So there's basically four recommendations here and I tried to break them apart or isolate them in a way that if we chose not to adopt one, it wouldn't affect a prior recommendation.

So recommendation number one is to create the APB. I don't think it's a requirement for us out of this subteam to specifically come up with what the actual APB would look like. That would really fall in line with the formal PDP but my intent here was to walk away with an example so that people have the idea of what we should be doing. And so I'll be definitely forthright in all of this that this is stolen material so to speak. The structure of recommendation one is basically trying to create the APB on what exists out there and this is exactly from (Adam's) presentation and taking a little bit of what we did as the RAP working group.

And so the APB consists of two areas, basically defining what abuse is and then having had that definition of what abuse is to also incorporate the proper indemnification to combat the said abuse. So section one, definition of abuse...

James Bladel: (Barry)? (Barry) this is (James). Can I jump in here real quickly?

Berry Cobb: Yes.

James Bladel: Not to take away from the value of this section but I would say that I think it reaches a bit too far in that it - I think that what we want to do is define the boundaries of what a APP PDP would look like and really not necessarily dive into the heavy lifting of writing that charter, generating an issues report, and actually hammering out their deliberations for them. And possibly this element of our recommendation could also include something to the effect of where does this go. Does it go into a PDP? Does it go into the next iteration of the RAA? Because there's a working team under way now for that and can we consolidate them so it's not coming in - redundantly coming in four or five different directions.

So I think that - without taking away from the value and effort that went into this recommendation, I think that it's going quite a bit further down the road than I'm comfortable with. If we're going to call for a new PDP and then we can maybe give them a few baseline arguments and then it sets them up as opposed to doing their work for them.

(Mikey): This is (Mikey). What if we tempered the stuff that starts the definition of abuse and put a big headline on it that says, I don't know, example or...

Berry Cobb: I see where you're going (Mikey). That was my intent here is - and (James) I would - I guess this is kind of the downside of me dreaming this up in isolation because I don't necessarily have the overall context of prior pre-PDP or PDP efforts. My intent by recommendation one was to frame up and example so that people could take that further.

James Bladel: And I don't think anyone has any experience with a pre-PDP. It's a unicorn, animal that's never existed before. So not issued as a criticism but more of

just a concern that whenever we go too far down the road of what a PDP should and ought to be doing, we limit their deliberations and their possible outcomes. Or we could bundle this whole thing up alternatively and it's a recommendation that we take this text that you have here and say this is something that the RAA working group should be considered for the next version of that document and that it shouldn't be pursued as a PDP. That's another alternative that we could recommend.

Berry Cobb: Right. I guess it starts to lead into recommendation two which gets into the deployment scope of this. For here if we only recommended that some of this goes into the RAA working group, then that prevents us from trying to force change at the registry agreement level and/or the RAA level. And my guess is that either some sort of PDP/consensus policy would have to be created to effect change at that level. Yes?

(Mike): I agree. That's a good play. Also there's no reason to take more work over to the RAA working group when we've been focusing specifically on this section of the registration agreement at all the various levels.

Berry Cobb: So I think...

(Mike): We have had a pre-PDP with domain (casing) at a very useful - it made the PDP go a lot faster because we'd already done a lot of factual work and recommendations in the report from the ad hoc group as it was called.

James Bladel: Okay, fair enough. I wasn't clear on what kind of a group that was. But I think my point is that a lot of these recommendations if you look at the list of things that are being proposed as candidate modifications to the RAA, a lot of those could be wrapped up under one umbrella of let's create this baseline and let's use those other elements which right now are somewhat standing in isolation and see if they can't be built in as baselines.

So I agree with you (Mike) about not over burdening that working group, but I think that there's a way to consolidate a lot of these efforts that are coming from a lot of different directions and put them under one banner and kind of get them organized.

(Mike): I'm all for doing it as efficiently as possible. I just don't want to lose the scope of this effort either or narrow the scope of this effort that's all.

Berry Cobb: Okay so...

(Mikey): I've got another angle on all this. Now that you've got your cool picture, it sort of smacks me in the face with the number of contracts that are involved in this. Do we really just want to focus on one kind of contract when we make these suggestions? In a way a lot of these should probably be aimed at the RRA, the RAs, hard to say on the phone but one of the things that might be useful is sort of back off a little bit on the detail of the recommendation because I do sort of agree with (James) that we don't want to get too prescriptive but also lay out a road map that says here are the agreements that probably need to have some sort of minimums incorporated in them and the kinds of minimums that are appropriate for each. Now that's in a way broadening the charter of this subteam because I think we started out just looking at one kind of contract and we're up to...

Berry Cobb: Only in terms of dispersion but I would say that our scope has always been the other contracts as well. But let me state this. Recommendation two is exactly about the deployment scope. And let me put this in the simplest terms for me to digest is the way I see this -- and this is just (Barry) speaking, this has nothing to do with anything else going on -- personally I believe that the example - if we could flip the light switch tomorrow, the example that we have listed in recommendation number one is basically a subset of what is already existing out there that either dot org or dot info are doing that gives them authority so to speak to move forward with whatever their best practices are.

Personally I don't - again I'm not a contracts person but I don't see any reason why this example in recommendation one couldn't be pasted across every in scope agreement, whether it be the RA, the RRA, the RAA, or the little RA because it's so general that it doesn't - I think that it could apply to every contract. And so to me if we could flip the light switch on tomorrow, those provisions would wind up in all four agreements tomorrow and I don't think any of us would be any more the worse off.

So the idea about recommendation two and the reason why I split it apart from recommendation one is let's create the baseline or let's recommend that a baseline be created. The second recommendation is well, what is the scope of this deployment. Should it only be just the registration agreement or should we try to attack all four contracts? Personally I would say we should try to attack all four contracts. If that is accepted, then to accomplish that, we would have to go through probably a myriad of approaches. And that is the formal PDP, that is attaching onto the RAA working group, and probably maybe one other avenue of some sort of formal consensus policy or something along those lines.

So to kind of bring this together, I agree with you (James) as well that perhaps the way recommendation one is worded is going too far. So I would like to attach some language in there that kind of defines the boundaries of what a PDP should look like around this minimum baseline and that I'll restructure the language so that recommendation one is merely as an example of what we think that it should be like but it by no way says that this is what we should do. Is that fair?

(Mikey): This is (Mikey). I think that the first paragraph of recommendation one could step outside - could be just a recommendation. And then when you get into the detail stuff, cast that as an example.

Berry Cobb: Right, right.

(Mikey): I think that we're all pretty agreed that the recommendation is right. It's just the specificity of the example that needs to be backed off a little bit.

Berry Cobb: Okay. (James) you good with that?

James Bladel: Yeah, I think so.

Berry Cobb: Okay, good deal. Okay, so I think one thing that I forgot to mention, there's two other boxes below this level of consensus in minority views. I believe - correct me if I'm wrong but I believe that we'll fill those out with the larger working group, yes?

(Mike): Makes sense. Hopefully we won't have any minority groups. We'll be using this one.

Berry Cobb: If we do there'll probably be very few.

(Mikey): If we don't I will volunteer just so we do.

(Marika): This is (Marika). Sorry (Barry) for joining late. But the idea would be when to have all the (unintelligible) documents of course and hopefully the whole report will be a consensus document and then we might need to pull out certain parts if indeed there's no - there are different levels of consensus but normally will all be integrated into one report and hopefully that'll be the consensus view.

Berry Cobb: Okay, great. Thank you (Marika).

Okay, we're two minutes over. If you guys will just spare me another quick three minutes and then we'll conclude and then take this offline.

Recommendation three, basically we haven't really discussed much about this and this is definitely on the table but I'm curious if we shouldn't also - in

the world of abuse -- and maybe this is probably even outside of the scope of our team and probably more for the larger working group -- but one of the things that seems to be lacking in all of this, and I've - we've seen it in other working groups in terms of those working groups trying to find data about the abuses out there is there's really not a consistent way for abuse complaints to be reported on. And certainly there should be some sort of consistency or predictability from a registrant's perspective in how to - and registry or registrar's perspective to report abuses that they find out there.

So my intent here was just to say that there seems to be a gap out there across the industry in how abuses are reported and specifically how the market participants are brought in. And we'll take this offline as to whether this should be included or not but that was my intent here. Just let me know whether it's in or out of the scope if you think.

Then the fourth recommendation real quick is - which again is equally on the table but kind of back to our principle recognizing that there's a lot more formalized effort that is to be done through PDP or whatever other avenues. There shouldn't be any reason - the fourth recommendation is that there really should be a case study taken or performed against what affiliates and PIR are doing so that we understand from not only a contracts perspective but what are they actually executing against and what are they doing out there to mitigate or fight these abuses. And then there needs to be a cost case structure around that. And then that needs to be disseminated to the industry participants to go start taking this up on their own and not wait around for us.

So that was the intent behind recommendation number four. So again offline if you could just say whether you like it or not and we'll either scrub it or expand on it.

Lastly which we don't have time for is this questions to complete section. What I tried to do here is compile through all of our various emails and stuff

from either (Greg) or both internally and/or questions for the larger work group is we still got some kind of open questions here. So I would appreciate some help in maybe trying to answer some of these. Really some of this comes from the fact of the previous presentations. So my intent here is I just want to make sure that we get some sort of answers to these that could influence the remainder of the document. Once we get them answered, this section will probably be pulled.

Lastly is just the appendices section. And what I tried to do here again is separate it out between kind of the four main categories. Appendix 1 and Appendix 2 again reference back to the issues report because there's plenty of material in there that speaks to the dispersions found in those arenas. Appendix 3 again is just some quick blurbs about the RAA dispersion, and I certainly welcome comments there. Lastly Appendix 4 which is mostly the research that we performed here by the - across the registration agreements and you'll see that that's highlighted yellow a lot. So my intent there was kind of bring some of the materials from the presentation that we had and attach them to here and expand on it based on feedback when we gave the presentation to the overall working group prior to that.

So to bring closure to this, I'm going to spend about another hour or so to incorporate the notes from this call, make some other quick minute changes. Then I'm going to send out a draft here in the next hour or two. I do ask that everyone if you can give me some more of your comments through (Fredline), just send me your thoughts or anything back or if you want to talk on the phone, give me a call. That works as well. By Friday noon I'd like to try to have all of any comments or feedback back so that I can bring those into the next draft. And again just to meet the deadline I want to get the draft posted up onto the wiki for (unintelligible) call.

(Mikey): This is (Mikey). First off, kudos again. I think an hour is too quick. My suggestion would be that you wait till you've got the MP3 of this call and then listen to your words as you described each of the sections because I think

that the words you spoke often fleshed out the words that are on the page in a way that would be really helpful. The words on the page, once I heard what you said, made tons of sense to me. But there were some sentences in almost every case in the words that you said that weren't on the page which you might want to...

Berry Cobb: I'm so confused. I'm confused. This is (Barry).

(Mike): You're confusing me too but I got to run to another call, guys, so talk to you all later. Thanks (Barry).

Berry Cobb: Okay, fair enough.

(Mikey): See you (Mike).

James Bladel: And I kind of have to drop off here as well, but I think good work and I'll look forward to the next draft. And I think hopefully the second draft I'll be able to spend a little bit more time with than the eight-minute skimming that it got. And please don't take that as a slight to your work. It's just that I'm (unintelligible). I just - everything's competing for eyeball time so I apologize for that.

Berry Cobb: No worries at all. Understood. And further to the point is I think we've got till mid-December roughly to finalize this overall draft so I just...

(Mikey): One other...

Berry Cobb:but...

(Mikey): One other question was there was a thread going around about SLAs regarding who is - certainly not part of this subgroup but I think it did discuss whether that should be included in contracts. And I had some thoughts on

that and I'm just trying to think of where the most appropriate part to raise those would be.

Berry Cobb: ...(Greg's) who is - he's got a little who is up time subteam evolving on the list that I signed for and (Rod) signed up for. Maybe it goes in there.

(Mikey): Sounds good or I can raise the issue on the list and then maybe have a trusted advocate like yourself might run with it. I got to drop off, gentlemen. It was great. Great work as always (Barry) and I'll keep an eye out for the next draft.

Berry Cobb: All right. Thanks, guys. Thank you (Marika), (Gisella), (Margie). Any other last comments before we hang up?

Man: Just a fabulous job. Way to go.

(Mikey): Thank you. (Mikey).

Berry Cobb: All right, thank you, everyone, and take care and we'll talk on Monday. And you'll see emails from me in a little while. All right.

Woman: Thanks, everyone.

Woman: Thanks (Barry).

Berry Cobb: Bye.

Woman: Thanks (Barry).

END