
ICANN Transcription

Transfer Policy Review PDP WG

Tuesday, 22 February 2022 at 16:00 UTC

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JULIE BISLAND:

All right. Good morning, good afternoon, and good evening, everyone. Welcome to the Transfer Policy Review PDP Working Group call taking place on Tuesday, the 22nd of February 2022 at 16:00 UTC.

In the interest of time, there will be no roll call. Attendance will be taken by the Zoom Room. For today's call, we have apologies from Crystal Ondo (RrSG), Steinar Grøtterød (At-Large), Jim Galvin (RySG), and John Woodworth (ISPCP). They have formally assigned Essie Musailov (RrSG), Lutz Donnerhacke (At-Large), and Beth Bacon (RySG) as their alternates for this call and for remaining days of absence.

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As a reminder, an alternate assignment must be formalized by way of a Google assignment form. The link is available in all meeting invite e-mails. All members and alternates will be promoted to panelist. Observers will remain as an attendee and will have access to view chat only. As a reminder, when using the chat feature, please select everyone in order for all participants to see your chat and so it's captured in the recording. Alternates not replacing a member should not engage in the chat or use any of the other Zoom Room functionalities.

Statements of Interest must be kept up to date. If anyone has any updates to share, please raise your hand or speak up now. Seeing no hands, if you need assistance updating your Statements of Interest, please e-mail the GNSO secretariat.

Please remember to state your name before speaking for the transcription. Recordings will be posted on the public wiki space shortly after the end of the call. And as a reminder, those who take part in the ICANN multistakeholder process are to comply with the Expected Standards of Behavior. Thank you. Over to our chair, Roger Carney. Please begin.

ROGER CARNEY:

Thanks, Julie. Welcome, everyone. Before we get started on our talks, just a couple of updates. I think we're going to delay our discussion on the NACKing, the second charter question. The leadership of the group here is planning on meeting with WIPO and maybe FORUM in the next week or so, just to get clarity on their statements here and what they're looking for. So I think we'll delay any discussion on our next charter here, question not

NACKing. But we will finish up our first charter question about the reasons and did they still apply and everything. But I just wanted to let everybody know. We'll probably come back to that in a few weeks.

Also, I guess schedule-wise, this is pre-ICANN73 week so there's a few events going on for people this week. We'll actually be doing a transfer update in a few hours, actually, not that any of you have to attend or anything. It's just a policy update that I'll be giving to the group. But then ICANN starts in two weeks. We'll still meet next week and we'll have our ICANN73 meeting on actually Tuesday the 8th, I think just a couple hours before our normal schedule. So get ready for all your West Coasters to get up nice and early, I guess, for that one. It's definitely 14:30 for our ICANN meeting, I think UTC. And then the following week after ICANN, we'll skip our regular weekly meeting and then start back up.

So the goal is hopefully to have Phase 1A pretty much wrapped up by the end of our ICANN meeting so that if we need a little time to finish things, that's great. But our goal will be when we get back together two weeks after ICANN, that we start making progress on getting our initial report drafted in, and everybody getting an agreement of where we're going and what questions we need to ask the community.

I think that was it. I will open the floor up to the any of the stakeholder groups that have had any discussions over the past week or so that they want to bring forward. Anything, comments or questions that the stakeholder groups have had in the past week or so. They want to bring those forward. Now is a good time, and

we'll get them addressed. So please anyone that's had any comments from their stakeholder groups.

Farzi, yes, just Phase 1A is what we're finishing up right now. Phase 1B will be the change of registrant, and then Phase 2 is there's few mechanisms.

Thanks, Sarah, confirmed. ICANN meeting.

Okay. Well, let's go ahead and get into our discussions on the NACKing or—I guess I don't remember what we're calling that. We're going to getting rid of the NACKing term. But to start today I think we'll jump into maybe asking Holida—thanks, Sarah, Denial of Transfers—ask Holida to come up to the mic and talk about some of the comments and issues that Compliance has run into with the NACKing reasons in trying to enforce them and registrars' understanding or misunderstanding of some of them. So, Holida will want to join us?

HOLIDA YANIK:

Yes, Roger. Thank you. I want to begin with clarification why Compliance put the input regarding inclusion of abuse of activity as a reason for denial in here. So, to begin with, in general, when Compliance investigates transfer complaints with registrars, Compliance does not require registrars to take specific action for domains such as on suspending or facilitating transfer, but asks details regarding how the Transfer Policy has been followed in the specific case. In this case that involve domains suspended or sometimes locked due to engagement in abusive activity, Compliance sees that registrars sometimes opt for unlocking and

letting the registrant to transfer domain because abusive activity is not enumerated in Sections 3.7 and 3.8 of the current Transfer Policy. However, in such cases, arguments can be made that registrar's obligation to unlock the domain name and provide Transfer Auth-Info Code is affected by applicable laws and regulations, and this is provided in Section 5.1 of the policy. Examples for such cases would be registrar receiving order from related script or request by government entity to suspend or lock the domain name involved in the abusive activity.

Additionally, registrars may set their own domain name use or anti-abuse policies, provided that such policies are consistent with their obligations under the Registrar Accreditation Agreement and applicable laws and regulations. So you can see this one goes well beyond the Transfer Policy, and the registrar is usually asked to provide additional evidences such as displaying that registrant agreed to the Registrar Terms of Service Policy, Registration Agreement, etc., that supports the registrar's actions in the given case. So Compliance is putting a good effort in cooperating with registrars, identifying all aspects and elements that are involved in the case, and putting together all the pieces of puzzle needed to determine how the registrar has followed the Transfer Policy and/or the Accreditation Agreement in general, if necessary.

So therefore, Compliance believes that including abusive activity into the list of reasons for denial of transfer or making other kinds of modification in the policy language that would provide clarification concerning transfer of abusive domains would make for registrar the compliance with the policy requirements as straightforward as possible, and also make my life easier when

investigating such transfer complaints. I hope that this clarifies Compliance's input provided in here.

ROGER CARNEY:

Thanks, Holida. Just to note, Farzi put into chat a question on "Is abuse defined somewhere and should that be part of it if we actually go forward and add something like that?" Theo, please go ahead. I'll come back to Holida real quick. Theo, please go ahead.

THEO GEURTS:

A definition of abuse, that would be really, really great. I was wondering, though, in the cases that a registrar suspends the domain name for phishing or such instances of malware distribution, and the registrant complains about it, in how many cases, give or take, that ICANN Compliance was of the opinion that the registrant did not document it very well and the domain name had to be unlocked? I'm still trying to wrap my head around this. I mean, if something is abusive like malware or phishing, those are no-brainer. So it must be something really in the gray zone, so to speak. So if you could supply us with an example or examples on what we are talking about because it's not very clear to me. Thanks.

ROGER CARNEY:

Thanks, Theo. So I'll call Holida to see if she can answer that, plus see any comments she has on Farzi's comment on abuse and efforts to define. Holida, please go ahead.

HOLIDA YANIK: Thanks for the question, Theo. Unfortunately, I won't be able to provide the exact number of complaints in which the registrar unlocks a domain name, but I can say that most of the complaints get closed because the registrar demonstrates compliance. So as long as they provide the evidence that the registrant has agreed to the Terms of Service and they are kind of violating the agreement which was signed by the registrant with the registrar, we're just closing the case accordingly. But that would not be closure with the reasoning by indicating the specific reason for denial of transfer. Does that answer your question?

THEO GEURTS: Yeah. I think so. There's a lot of stuff there to unpack. Thanks.

ROGER CARNEY: Thanks, Holidia. Thanks, Theo. I will just comment that I think Farzi can hit on some of that. The abuse, it's a violation of an agreement. And maybe that is the idea of abuse than identifying it as abuse as itself, but a violation of the agreement. Lutz, please go ahead.

LUTZ DONNERHACKE: I do not understand yet how the registrant is informed about the reasons behind a denial of transfer. Is there a standard procedure or a common procedure at least to inform the registrar why the transfer was denied?

ROGER CARNEY: Great. Thanks, Lutz. Theo, please go ahead.

THEO GEURTS: That's actually a great question. Because if we detect abuse, then we already have done an investigation documented what was going on, and that is being passed off to the registrant and why his domain name is locked. Because this is not trifle stuff or anything. We are not locking domain names because we are having a bad Monday without coffee or anything. No. There is something serious going on. So from my point of view, these things are well documented, the registrant is in possession of why things are happening. So I'm kind of surprised that they go to ICANN, but maybe I'm missing something. Thanks.

ROGER CARNEY: Thanks, Theo. Owen, please go ahead.

OWEN SMIGELSKI: Thanks, Roger. So to respond to the question of the current Transfer Policy when a registrar denies a transfer, it says in Section 3.7, "The registrar of record must provide the registered name holder and a potential gaining registrar with the reason for denial, including evidence of fraud, etc." So, yeah, they should be doing that. As opposed to, Theo asked, "Why would a registrant go to ICANN?" Well, they're going to try anything they can. I've seen a number of registrants for a complaint when Namecheap suspends a domain name for abuse, they will go to ICANN and say that they can't transfer their domain name. And we just show ICANN, "Yes, we did it because they were selling drugs illegally

on their site,” and then the complaint goes away. So never underestimate the ability of people doing bad stuff to continue to try and perpetuate that bad stuff. Thanks.

ROGER CARNEY: Thanks, Owen. I guess to your answer of Lutz’s ask on how is it communicated, the current policy states that there is a communication done, Owen, to the registrant and to the gaining registrar. It doesn’t get any more specific on that. It just says that they have to communicate those things. Holida, please go ahead.

HOLIDA YANIK: Sorry, Roger. I’m lowering my hand because Owen has already answered. I was also going to refer to the requirement. Thank you.

ROGER CARNEY: Okay, great. Thanks, Holida. Okay. There’s quite a bit in chat along this lines and it looks like it’s leaning toward not specifically about abuse or I guess generally about whatever the definition of abuse is, but more specific toward a violation of the user agreement. And that is not currently one of the reasons that the denial can happen. So I think that maybe we found one of our first ones that we may want to add, so I think people need to think about that. Is that a good add to this list and where does that go? Is that a may or a must deny for violations? Maybe we have our first candidate to add to the list. Sarah, please go ahead.

SARAH WYLD:

Thank you. Hi. Okay. So I want to ask a question. I don't have an answer to this question in my head yet. When a person does something that violates the registrar's Registration Agreement, then the registrar, according to their agreement, might suspend or cancel the domain name, right? But do we need the Transfer Policy to cover that situation so that the domain owner cannot transfer away their suspended domain? This is my question. And as I'm saying, I kind of lean towards yes, because the gaining registrar doesn't want to receive an abusively used domain name either. So I'm just not sure if it belongs in the Transfer Policy or it's just once it's suspended, it shouldn't be transferred. But which, I guess, is here. Yeah. Okay. Thank you.

ROGER CARNEY:

Great. Thanks, Sarah. I think that's really the question. As you mentioned, it's covered elsewhere but the transfer specific item is not. As you talked through that, Sarah, I was thinking the same thing. It seems like it should be in here. And I think that we kind of touched on this maybe not last week, maybe the week before, not specifically about the violation here but that there's a may component here. Because to your point, Sarah, what a gaining registrar "want" in abusive domain—I don't know because we do see that happen fairly regular that someone violates a registrar's service agreement and some other registrar is willing to take them. So it's one of those that seems like it fits into a may. If it does violate, then they may stop the transfer. Or maybe it works that, okay, they don't follow the current registrar but the new registrar doesn't have a problem with that certain usage. I don't know. Farzi, please go ahead.

FARZANEH BADIEI: Hi, everybody. I don't know if you can hear me.

ROBERTO GAETANO: I can hear you perfect. Thanks.

FARZANEH BADIEI: Oh, really? Perfect. Okay. So, basically, now it came to my mind that we are talking about the violation of service agreements, and I think it might be better to not to discuss legal and illegal. One thing that comes to my mind, which is the specific case of these chances for transfer is, for example, when somebody from a sanctioned country has registered a domain name in a registrar that follows the sanction laws and that registrar finds out and wants to cancel their domain name. And sometimes they might be able to give some kind of time to transfer that. We need to think about situations like this, that they are not necessarily illegal activities but it's just a violation of the agreement and what kind of remedies the registrar can provide. Especially like giving them a chance to transfer, I don't know if we can discuss that here in the Transfer Policy to give chance or instead of just canceling domain names that you're not giving them an opportunity to transfer. But that's something that I'm not sure if it is within the mandate of this group. I just wanted to flag it.

My more relevant point is that, well, let's not discuss legal and illegal because we are going to get sidetracked. The thing is that if this is a violation of the service agreements then the registrar I

think should just communicate it clearly why they don't allow transfer.

ROGER CARNEY: Great. Thanks, Farzi. Yeah. I think that's a good point to make is try to draw that line, especially in the Transfer Policy talk about illegal or not. The registrars themselves, which would have the jurisdiction to make those legal or illegal distinctions most likely have those in their service agreements anyway. So we can leave that out of here if we're saying let's just cover the agreement. Farzi, please go ahead. Is that a new hand?

FARZANEH BADIEI: No, it isn't. I don't have that much to say.

ROGER CARNEY: Okay. No problem. Thank you. Okay. Any other comments? I mean, that seems like a fairly good addition to our list. And again, just as Sarah was describing it, I was trying to think of where it fit best. To me, it was a may, but maybe there's other people that think that it should belong in the must list. So think about both of those things, okay. Is it a good addition? And does seem like it from several points of view here, but where does it really fit? So I think both of those. Sarah, please go ahead.

SARAH WYLD: Thank you. If anything, I would say it should go in the may section. The registrar may deny transfer for a domain that has violated

their terms of their Registration Agreement. But I would not put it under must because that means that the registrar has to keep all the bad domains. And then what if the thing that they've done that's abusive is allowable in a different jurisdiction, as you've said? So I think may. Thank you.

ROGER CARNEY:

Great. Thanks, Sarah. It looks like Keiron agrees with you, and Catherine as well. Okay. Tentatively let's say that that's a good addition to the may section. We can always take a look at it as we go through it again. So, great. I think that's great, Holida, for bringing up the Compliance item, and Farzi for pointing us to maybe the good solution there that allow that. Holida, maybe think about that and see if that helps, Compliance, if that is an option there.

Okay. Well, good. All right. Good discussion. I think let's jump back into where we left off last week. I think last week we got to moving a few items from the may to the must. We got through the must list and it looks good. I don't think we ever made it to the third set of the three groups. The may deny, the must deny, and the may not deny at all reasons. So I think let's jump into the reasons for the may not. Holida, please go ahead.

HOLIDA YANIK:

Roger, I just wanted also to make clarification for the Compliance input regarding reasons for denial for non-payment and what kind of issues we are seeing as Compliance. Basically, Compliance is having many reporters and registrars confused because of the

terms used in the policy. So that is previous and current registration period that are not clearly defined in the existing policy. So specifically, the current language references the expiration date as a point of distinction between these two periods. So, in cases when the registration is auto renewed by the registry, the expiration date in the registry data may differ from the expiration date displayed by the registrar. And this is causing confusion for reporters, who then are filing complaints with us, claiming that the domain name has not expired per registry data and therefore transfer must not be denied.

As for the confusion from registrar side, registrars were asking Compliance to provide clarification, for example, for the case. Cases when the denial of transfer is valid per 3.7.3 of the Transfer Policy, if the registrar is unable to get from the registrant reimbursement for the fee they paid to the registry for auto renewal.

Additional point, they were enquiries from registrars requesting clarification regarding scenarios involving transfer requests made during auto renewal grace period, if such period is offered, and the registrant has not paid renewal yet. And because the policy does not include any reference, any clear reference to auto grace renewal period, they are asking if this period should be considered as pending or future registration period, or whether it needs to be counted as current registration period.

So what Compliance is doing currently is advising the registrars that under the existing policy, they may not deny a transfer request on the basis of non-payment of fees for registration period after the expiration date, unless the denial is for non-payment for a

past registration period. So, as Compliance, we believe that it would be desirable if the policy language provided more clarity on these points. Thank you.

ROGER CARNEY:

Great. Thanks, Holida. Yes, that's a good point on the past payment, what is current defined as, and as you mentioned, in a grace period and what is future ... Currently it's defined as you can't deny transfer for future payment and pending. But yeah, I think what is pending and what is prior? So there's a couple of points in here, both in the have to or cannot deny on, and the may deny. Is that what the other one was? I think it was. Yes, the may. So those two items probably could be cleaned up.

I don't know if anybody has suggestions on how to make that clear. Maybe even Compliance could make some suggestions on how to clarify those two points. Anyone else in the group? Obviously, in chat it seems like that's a good point that has been brought up. So we definitely should look to clarify these two items. So I think that if someone has thought on how to clarify those two—and again, maybe Compliance even has some thoughts on how to clarify those. So let's look to clarify those two points on the payments to make it more understandable for both registrant and for the registrars.

Okay. If no one has any suggestions on clarity now, just think about it so that we can get those. We obviously need to update them to make them more clear. Again, give it back to Holida to maybe have the Compliance group look at how they can maybe

make that a little easier to understand and easier to dice up. Keiron, please go ahead.

KEIRON TOBIN:

Thank you. I'm just wanting to confirm that after day 42 for the renewal grace period, as long as that ends, no registrar is able—well, essentially, it would be archived, but does every registrar follow that same process? After day 42 you can't transfer because obviously day 72—well, 77 days for a generic gTLD—after day 72, it's the registry. So am I right in confirming that? Is that what you're talking about, Holida? Are you talking specifically after day one of expiration? I'm just trying to wrap my head around it. Thank you.

HOLIDA YANIK:

Keiron, that's after expiry date. As Compliance, we are having difficulties by explaining because as Compliance we believe, we interpret it like any date after the expiry which is displayed in the registrar WHOIS would be considered as a period after the expiry. And during this period, the transfer may not be denied. But I'm not quite sure and I don't know about the technicalities about the number of days how the auto renew grace period would be counted. So I would be grateful if you provide more clarification just for educational purposes for myself.

ROGER CARNEY:

Great. Thanks, Holida. Keiron, do you want to answer that before ...?

KEIRON TOBIN: Yes. Thank you, Holidia. This is where we get because some gTLDs, literally, I think I've seen a gTLD once with 280 days after expiration of where it can be renewed. So yeah, it does depend on the gTLD in itself. I think most gTLDs, from what I recall, do follow up to 72 days, which is redemption grace period expires, and then after day 77, it's usually available for registration. And there's quite a few gTLDs that do follow that approach. But like I said, that's not all of them. Usually after day 42 when the renew grace period ends, transfers out, usually expire, although some registrars do also do that after 30. And so there is a lot of confusion in terms of, which is why I'm trying to identify whether you mean after day one or whether we're going up to day 30 or 42. Yeah. You are right, it's all over the place. So I'm trying to work out in my mind whether I think most generic registrars I think have implemented for that after day 30 or 42. If any registrar wants to correct me if I'm wrong there, but I think that is usually the generic policy. But yeah, I can't speak on behalf of the registrars. Thank you.

ROGER CARNEY: Thanks, Keiron. Okay. Let's jump into Lutz. Please go ahead.

LUTZ DONNERHACKE: Just the question of understanding because we are talking about—on days on the action, the timeframe on action or period, which action starts the counting for the days. For instance, if a registrant is issuing the domain transfer by the gaining registrar, that might be a different day than the gaining registrar is issuing a

transfer by the registry. So is there a definition for when a transfer started? Thanks.

ROGER CARNEY:

Thanks, Lutz. I think in our new idea, the transfer is started and complete at the same time, really. Now, it's when the gaining registrar provides the TACK to the registry. And again, it's not necessarily instantaneous but it's within a fairly small time period of when the TACK is presented and the transfer actually exists. Up until that time, it's really just a request to transfer. Even when a TACK has been provided, it's still a request has been made to transfer. It actually hasn't been initiated to transfer. And that initiate is really when the gaining registrar provides the TACK to the registry on that final step. Lutz, is that a new hand or an old hand?

LUTZ DONNERHACKE:

An old one. Sorry.

ROGER CARNEY:

Okay. Thank you. Okay. Any other comments or questions on that? Again, I think that we need to come up with some verbiage to clarify the payments here on both the may deny and the must deny or may not deny at all. So I think there's two of them that need to be clarified so that we can make those concrete buckets there of where it falls. Okay. All right, let's go ahead.

Staff actually put together a poll for us to work through these three sections in a good logical way and to make sure that we're getting

documented where we want each of the items to fall. And again, we just added one that should probably be in the may section on the terms of service. But let's go ahead and go through this poll that hopefully through the first couple of sections here, we already kind of know, but it'll help us go through that last and final section as well. So if staff can pull up. There we go. Thank you.

So we're just going to go through basically all of them and see where these go. Again, this is just for the active working group. The alternates don't need to answer these. This should be for the active working members here. So here we're going to go through the reasons the registrar may deny a transfer request. Again, the first one was evidence of fraud. Should this stay in the may? Should there be edits to it? Or should this move to must? Again, even with that, are there edits that we may make if we move it to the must? Or maybe just more discussion and not sure right now? So I'll give everybody a chance to pick here, and then we'll discuss in a few seconds.

Okay. Let's go ahead and see how that turned out. Okay. Majority says leave evidence of fraud in the may. A good 80%, almost, leaving in the may. There is some possible edits that may be needed. Some thought, a couple maybe, thought that changing it to a must is more appropriate. And it looks like there may have been one and two that maybe discuss.

Sarah is putting in chat that she chose to have some updates, which may include the violation to Registrar Agreement. Keiron thought the same thing that maybe this evidence of fraud encompasses or could encompass with some edits, the user agreement or violation of the Registrar Agreement. And Farzi

agreed. So maybe this is the perfect spot to leave it in the may but with some edits to possibly incorporate the Registrar Agreement. But I'm interested in those that wanted to or thought that it could move to a must, if anyone wants to talk on that idea of moving this to a must. And really, if we did that, then how do you handle the possible Registrar Agreement issue. Sarah, please go ahead.

SARAH WYLD: Thanks. I actually have a slightly different thought so we can come back to me.

ROGER CARNEY: Okay. Thanks, Sarah. Barbara, please go ahead.

BARBARA KNIGHT: Thank you. So I felt it should be must just because if you know that there's fraud going on, it seems like it would be your obligation to stop the transfer until that can be figured out. It's just my two cents. Thanks.

ROGER CARNEY: Thanks, Barbara. Keiron, please go ahead.

KEIRON TOBIN: I just want to give a bit of clarity just in regards to evidence of fraud and stuff like that. We deal massively with the Indian police authorities just in regards to pornography and stuff like that. They always come back with the fact that—I don't know if you're aware,

but it's actually illegal to access pornography in India and stuff like that. They do categorize it as fraud and stuff like that. But it's not always kind of, in our jurisdiction, obviously, it's not illegal to kind of see pornography and stuff like that. So it's stuff is where it's on the gray area. And this is why I think it's important that we look at jurisdictional matters as well.

So, for example, fraud may be when someone essentially can purchase certain drugs in one country but not in the other. It doesn't relate as fraud. But there's lots of other kind of characteristics that come into it, again, down to jurisdictional matters, for example, marijuana or weed or something like that. There's just certain different criteria, which is why I think we need to edit the language in order to educate people that jurisdictional matters maybe kind of come into it. Thank you.

ROGER CARNEY: Great. Thanks, Keiron. Theo, please go ahead.

THEO GEURTS: While I agree with Keiron, we encounter those issues also but I'm wondering now if we are sort of conflating fraud with illegal activities. Maybe we don't know what actually fraud is and how that is defined. Thanks.

ROGER CARNEY: Great. Thanks, Theo. I'll go to Barbara and then back to Sarah. Barbara, please go ahead.

BARBARA KNIGHT: Thank you. So I was thinking and maybe I'm incorrect in interpreting it this way, but I was thinking evidence of fraud as meaning that there was something that tripped the registrar off that the transfer itself may not have been a legitimate transfer. I wasn't thinking necessarily relative to the content that's on the website being fraud. I was thinking just in terms of something just looked weird on the account that kind of raised some eyebrows as to as to whether or not the domain name was being legitimately transferred.

ROGER CARNEY: Great. Thanks, Barbara. No, that's a good point. It's two separate ideas there. Does the transfer itself provide some evidence of fraud? Or is there a fraud prior to that or something illegal to that? Sarah, please go ahead.

SARAH WYLD: Thank you. So I did put some suggested text in the chat, evidence of fraud, illegal activity, or breach of the agreement. Of course, that doesn't mention abuse. So maybe it should say abusive activity, and then illegal stuff is a breach of the Registration Agreement.

The other thought that I just want to say before I forget it, here in 3.7, we've got two thoughts. We've got the first thought of that the registrar must provide the registered name holder and potential gaining registrar with the reason. And then separately, here are some reasons why the registrar may deny a transfer request. So I

think those things should be separated out, and the last sentence there becomes 3.7.1. Thank you.

ROGER CARNEY: Thanks, Sarah. Kristian, please go ahead.

KRISTIAN ØRMEN: Thank you. I just wanted to say that sometimes, for example, if there was a transfer that was [inaudible]. So the transfer already happened, it was [inaudible]. We might want to transfer that domain back to the old registrar. And if it says that we must deny transfer with evidence of fraud, we couldn't actually transfer that domain back.

ROGER CARNEY: Right. Thanks, Kristian. Okay. Sarah, to your point on maybe clarifying 3.7, could you talk to that a little more? I'm not sure that I caught it. Maybe everybody else did it. Maybe it was just me. Oh, see? She's already doing it.

SARAH WYLD: Do you see I just made a new point? So, of course, the numbering gets all messed up. My apologies. But 3.7 says when you deny it, you got to tell them why. And then the reasons why I think should be separate from the requirement to explain them to yourself. Yeah.

ROGER CARNEY: Okay. Thank you. Okay. Thoughts on that? Again, Sarah provided some language in chat on maybe updating 3.7.1 to include some additional language that will encompass the abuse/illegal activities/agreements. Okay. We can take a look at what Sarah put in chat and try to update that and see how that looks and we can review it again. Okay. Anybody that thought it should be in the must? Again, we've kind of changed this a little bit so it's not exactly the same. But if anybody wants to talk to that. Okay.

KEIRON TOBIN: Sorry, I'm writing in chat. I'm just trying to get stuff in as quick as possible.

ROGER CARNEY: Okay. Let's go ahead. We can do that, Sarah. You don't have to do it now. Let's go ahead and move on to the second question. Thanks, Sarah.

All right. So the second item, reasonable dispute over the identity of the registered name holder or administrative contact, which we obviously need to update that part. But leave as a may and keep the language as is. Leave as a may but make edits. Change this to a must or maybe some further discussion or don't know right now. Please answer either it stays in the may with this current language, or it stays in the may with some edits, or we should change it to a must and maybe even change the language as we do that. So please go ahead and take a quick second to answer and we'll cover that soon.

Okay. Let's go ahead and pull that up, the responses. Okay. Oh, it looks like the majority thought leave it as a may. But it looks like maybe update the language again for clarity. Obviously, I think we need to look at the administrative contact as EPDP Phase 1, remove the administrative contact. Sarah, please go ahead.

SARAH WYLD:

Thank you. For Steinar's question raised some really interesting thoughts for me, and maybe this is like trauma from some other PDPs. But it's not really about the identity of the person. It's about the ownership of the domain. So maybe we can reword it to come to the same ultimate thing, which is that it's a dispute over who owns the domain or who is authorized to make a transfer for the domain. Thank you.

ROGER CARNEY:

Okay, interesting. That's definitely two different ideas, right, the identity of the registered name holder and the owner. Okay. Thoughts on that? Other thoughts from anyone? Farzi, please go ahead.

FARZANEH BADIEI:

I think that I agree with Sarah. This word identity, it's one of those terms that we struggle with. And also privacy-wise and all other matters, I think that we need to consider using this specific word with care and be very careful about what we mean. So as Sarah said in chat, this is about the ownership. So, we need to be clear about what we actually mean by identification, identifying, and we have made some changes in the language before. I remember

that made some clarification. Their context, I think we should address it here as well. Thanks.

ROGER CARNEY:

Thanks, Farzi. I'll just comment on Sarah's plug into chat. Maybe changing this to reasonable dispute over the validity of the transfer request, which I suppose in that context incorporates or allows for the incorporation of multiple ownership versus identity issues, try to be specific about it, but allows for a broader range of that. I think Theo may have plus one it. I'm not sure if that's a plus one or two or plus a billion or whatever it is. Thoughts?

Again, this is a fairly good change to this. We're talking about 3.7.2 is specific about the identity of the registered name holder. Really, if we move to something, a dispute over the validity of the transfer request, to me, that's a big difference there. Thoughts? Does, does this identity idea maybe need to disappear? I think that's what we're kind of saying. Again, I think someone said ownership. And I think Sarah is working toward maybe even making it a little more broad-based in that and suggesting maybe dispute over the transfer request itself. Sarah, please go ahead.

SARAH WYLD:

Okay. So is it too broad? Just genuine question. Is there a problem that this could cause that we haven't thought of here? I haven't thought of one. Like, if we think the transfer request is invalid, we should investigate it. And then we may do not, right? It seems reasonable to me, but I just want to make sure everyone's had a chance to dispute it. Thank you.

ROGER CARNEY: Great. Thanks, Sarah. I think that's a good question to ask. Again, it's one of those where you kind of put on a different hat. Try to do the right things and we have to also think about how it can be possibly abused as well. Catherine, please go ahead.

CATHERINE MERDINGER: Thanks. My concern or my thought is this section—I mean .com have used this section—when we have, in other instances, had to reach out to the registrant and say, “Okay, if you want us to unlock your domain or whatever, we need to verify your identity,” and they haven't been able to do that of just be like normal WHOIS verification procedures kind of stuff. Am I conflating those two things a little bit? Would we be able to still deny for other reasons? I just don't want to lose that—am I making sense? I don't know. It's not as clear in the language Sarah has proposed.

ROGER CARNEY: Right, right. I think that that's an important part. Again, I think that's where the balance comes in, providing that the ability to deny it, if we used a broad language. Does that still work to say, “Okay, but you weren't able to verify the identity”? If we're using a broader language, it's a very valid point. And that's why I don't know if we get rid of this, if we're adding one. I think that that's probably the distinction here. Are we getting rid of this? Are we replacing this with something that's a little more broad? Or should we be keeping this with another broad term, another broad item? I just thought so. Okay. Any other comments?

Thanks for adding that in there, Sarah. Thanks, Keiron. Yes, it is one of those where needs to keep rereading it. I agree. Again, I think that the problem is obviously making it broad allows for a greater flexibility, but to Catherine's point, does that eliminate a specific item that's being used today to deny it? Also, does it end up being too broad that people can do some bad things in it as well? I think that's everything you have to kind of pull together. Okay. Let's look at that. Even if we keep it and add another one that's a little more broad based, maybe that works, or we can make it all one and see how that works, the options on this. Any other comments here before we move on? Okay. Let's go ahead and go to the third one, please.

All right. This gets into some of what Holida was talking about, maybe needing to be updated to be more concrete, more of a defined bucket, I guess. But let's jump in here. May deny for no payment for previous registration period (including credit card charge-backs) if the domain is past its expiration date or for previous or current registration periods if the domain name has not yet expired. So leave it as a may and no language needs to be changed. Leave it as a may but make some edits to clarify this. Change it to a must. Again, that may include making some edits to it. Or not sure and should be discussed further. Go ahead and submit your responses and we'll take a look at them here shortly. Okay. Sarah, do you have a question? Please.

SARAH WYLD:

Yeah. I sure do. What's the registrar hold status?

ROGER CARNEY: Okay. Keiron, please go ahead.

KEIRON TOBIN: That's when you prevent a transfer from your side. So essentially, it's when the registrar locks it.

SARAH WYLD: Sorry, Keiron. I missed the beginning of what you said. Can you please repeat that?

KEIRON TOBIN: Yeah. So it's when the registrar puts a lock on it its own like personal lock. So like a transfer lock from the registrar as opposed to the registry.

SARAH WYLD: Is that a defined term? How do you know that?

KEIRON TOBIN: I think most registrars may call them something different. I don't think you have to. But yeah, over at different systems, we do call them different things as well.

SARAH WYLD: Yeah. Interesting. And I'm getting some messages suggesting that it's client hold but I'm also getting messages telling me it's not client hold. So I feel like we have an opportunity to make this more clear. Thank you.

ROGER CARNEY: Thanks, Sarah. Owen, please.

OWEN SMIGELSKI: Thanks, Roger. I agree. Registrar hold is ambiguous and it can also mean other stuff. It can be up to the registrar to decide to do it. It can be done via client hold. But that prevents the resolution. It can be just like an internal lock that prevents it from being transferred. It could also be done via the name servers. I just know when we're at Compliance, one of the things we said was it's open to interpretation about how you can implement it, you just need to have some sort of hold there. I think that kind of gave some opportunity for registrars to do things differently based on their system's needs, etc. Thanks.

ROGER CARNEY: Great. Thanks, Owen. Okay. So I think we've got a few questions answered there before the poll. So let's go ahead and show the poll results here. Okay. So that's what I expected, especially after that conversation. It sounds like it should stay in the may. One person thought maybe it should move to the must. But obviously in the may, needs some updates to this, not just on the bucket itself of the time period here for payment. Again, it's that the current period, the future period, all that needs to be addressed. But also on this last sentence here about the registrar hold, is there something needed here? And again, as Owen mentioned, one of the reasons or one of the thoughts from Compliance was that this allowed for some flexibility for the business models

themselves to use. But should that be shored up and should that be updated for some clarity?

Okay. So I think that we are saying 7.3.7. And again, if someone wants to talk to the must, must move it to the must section, please let us know. Keiron, please go ahead.

KEIRON TOBIN:

Thank you, I was the one in the must, and the reason for that is because when essentially no payment is paid and stuff like that, usually the registrar is at the point of where it should be putting a transfer lock on it to prevent it from being transferred. And if the registrar hasn't received the charge-back at that point or something like that, then essentially, the way I'm looking at it is that the registrar has missed this opportunity. But I think that changing it to a must also gives registrars a bit more power to ensure that they can essentially prevent from transfer because they haven't got the money. But yet, if the individual hasn't paid for it, it may be because it's under a legal dispute or under different alternatives. So yeah, I think there's lots of reasons. To me, this one is a must. But I am also flexible as well and open to other suggestions as well. Thank you.

ROGER CARNEY:

Great. Thanks, Keiron. Okay. Again, the group believes that this needs to be updated for some clarity. Again, not just out of Compliance's issue on the period and the bucket that this falls in, but also on possibly this second part. So again, put in some comments in the document. Sarah is already doing some of that

on her own, but anyone else that thinks some clarity or how this could happen, please add some comments and we'll take a look at those as well. Okay. Keiron, please go ahead.

KEIRON TOBIN: This is just a question to my registrar colleagues. Just when you were reading it, did you read no payment for previous registration period? Were you reading that as like after expiry, or were you reading that as provisional, an issue that occurs within a new registration? I'm not sure how you've read it. I'm just trying to see if anyone else got their clarity in regards to that. Thank you.

ROGER CARNEY: Great. Thanks, Keiron. Sarah, please go ahead.

SARAH WYLD: Thank you. I read it as any registration term that has at any point been activated. So if the domain expires and has not been renewed, the period that has now completed should have been paid for. But if it's not been renewed and they haven't paid, then that's okay, let them leave. If it was renewed and they did not pay, then that's a problem, and they should pay me for what they got before they leave me. I hope that helps. Thank you.

ROGER CARNEY: Great. Thanks, Sarah. I think that's a good clarity. Yes. Keiron, thanks. Holida, please go ahead.

HOLIDA YANIK: I just have a question just for myself. Is it by practice, when the domain name auto renewed by the registry, registrar pays the fee to the registry operator, and the domain name gets transferred to different registrar, does the registrar get imbursement or kind of credit from the registry operator?

ROGER CARNEY: Thanks, Holida. Keiron, please go ahead.

KEIRON TOBIN: Essentially, the way I believe is that when you submit a transfer, it goes over to the new registrar, which is where they take their fees. Usually when you transfer a domain, you get a year top off in terms of the registration provided. It's not over 10 years. Because over 10 years, it gets domain lives and stuff like that. I'm going off on a tangent here, but yes, is the answer to your question, Holida.

ROGER CARNEY: Thanks, Keiron. Theo, please go ahead.

THEO GEURTS: I find it a little bit curious, if I'm reading this all correctly, that if it's not expired and also this case is, however, the domain name must be put into registrar hold. I'm not sure if that even makes sense. No. Never mind. It just reads very, very weird. Thanks.

ROGER CARNEY: Thanks, Theo. Okay. And again, I think that we're obviously saying this needs to be updated. Sarah's put some comments in, but anyone that has any additional comments, let's put it in here. We'll definitely get them covered so that we're updating this correctly. Okay. Let's go ahead and move on to the fourth one.

Okay. Again, the reasons why registrar may deny transfer request. And the fourth one is express objection to the transfer by the authorized transfer contact. Again, I think that we were updating the transfer contact here, but yeah, for the full language, I can get into that. It continues on. The objection could take the form of a specific request, either by paper or electronic means, by the authorized transfer contact to deny a particular transfer request or general objection to all transfer requests received by the registrar, either temporarily or indefinitely. In all cases, the objection must be provided with the express and informed consent of the authorized transfer contact on an opt-in basis and upon request by the authorized transfer contact. The registrar must remove the lock or provide a reasonable access method for the authorized transfer contract to remove the lock within five calendar days.

So again, it's a bit wordy. Thanks, Sarah. Yes, I agree. I think it can be updated for some clarity. Keiron, do you have a question on this one?

KEIRON TOBIN: Yeah, I did. But Theo seems to have answered it. But yeah. Does this happen—even someone who works in the industry has been for over five years? Even I'm still reading this and I'm like ... so I can imagine someone who may be is not within the industry. This

is just completely gobbledygook. Definitely, at the very least, it needs edits. Thank you.

ROGER CARNEY: Thanks, Keiron. Sarah, please go ahead.

SARAH WYLD: Thank you. I mean, it seems obvious to me, as Lutz has just said in chat, this is a request to deny the transfer. I cannot imagine why a registrar would not follow it. The domain owner is the one who gets to decide if they want to transfer. If they're deciding not to, we should not do it. So maybe we could ask ICANN Compliance to provide some information as to whether this has ever come up. When does this happen in real life? When might we do that? Thank you.

ROGER CARNEY: Thanks, Sarah. Again, if it's a direct objection by the contact, it seems like it should go into the must. Again, I think we can clarify some of the language. But I'll jump to Holida and Owen here for maybe some insights. Holida, please go ahead first.

HOLIDA YANIK: To respond to Sarah's question, Compliance saw the cases when the registrar provided this reason to deny the transfer. Because the domain name was under the privacy proxy and the registrar takes the privacy proxy as a registrant and requests the underlying privacy customer to leave the privacy proxy service,

but somehow it does not respond and do that, and so uses this as a reason for denial.

ROGER CARNEY: Okay. Thanks, Holidia. Owen, please go ahead.

OWEN SMIGELSKI: Thanks, Roger. Another case, this might come up. And again, it's referring right now to transfer contact, which previously was the registrant and the admin contact. I think this is bringing into play where the admin contact wants to transfer but the registrant does not want to transfer. I think trying to find somebody who was involved with the drafting of this language might be difficult because I think this is a legacy and has been around since before I joined ICANN in 2012. So I think it might be difficult to get that context of background, but I think if we're only making the registrant to do transfers, then I think that wording might not necessarily be needed. But I do agree with Holidia's statement there regarding proxy providers, which are as defined by the RAA, the registrant. So we might want to put some wording in there about recognizing that the customer or the licensee of a privacy proxy provider can also have the ability to initiate a transfer because it's the person who the domain is registered on behalf of—assuming the vast majority of proxy providers are not registering domain names on their own but are doing it instead for clients. Thanks.

ROGER CARNEY:

Great. Thanks, Owen. I think you answered what Theo was going to say. Okay. Again, a lot of great discussions. So let's go ahead and answer this question. I think all that helped everybody. Can we pull that up real quick again just in case people didn't respond to it? Otherwise, we can move on to the response, if that's okay for staff. That's fine. Okay. Let's jump into this.

It looks like maybe leave it in the may, but it sounds like people are leaning toward this should be a must. And it sounded like some of the arguments—if it's a direct objection then how does the registrar have any flexibility in not denying the transfer I think is the issue. And maybe the language update will help that and make it more specific. But it sounds like definitely this needs to be updated language. And again, transfer contact is going away anyway. The transfer contact is now being shrunk down to just registrant so it's easy enough to do. I think that, obviously, we need to update this language some. Again, I think that the privacy proxy still may have influence on this still being reasonable as an issue. But the language here may need to be or should be updated, it sounds like. Keiron, please go ahead.

KEIRON TOBIN:

Thank you. So just for clarification, this is basically where a individual who has requested a transfer is the registrant but the account holder may have something different or vice versa. And those are the ones who are disputing it externally or they've come to the registrar?

ROGER CARNEY: I think you may just hit on it, Keiron. Again, maybe for one of the reasons we even hit one of our notifications, maybe the account owner requested the transfer. But then the registrant comes in and says, "No, I don't want to transfer." And it's expressed denial of a transfer. Again, I'm not sure how a registrar would have leeway there or not, but just one of the examples that I can think of. Theo, please go ahead.

THEO GEURTS: Please remind me again, if the transfer is already authorized, isn't then the transfer already done with the new policy we have? I mean, these transfers are supposedly a lot faster now.

ROGER CARNEY: Right. I think that's correct, Theo, but I think that there's still a fairly large window from when a transfer request is made to actually making the transfer happen. That theoretically can be small but it also can be five days or more even at a minimum. So I think that there is quite a bit of time that could possibly be in there.

THEO GEURTS: Even when it's authorized. With authorized, I mean, if the registrar sends the losing FOA to the registrant and he authorizes and says, "Yes, I want to transfer," I don't think we have much leeway anyways. I mean, it's gone, right? As soon as the FOA is being authorized, that is currently the situation already, then it's just already transferred.

ROGER CARNEY: Well, I think you have the potential that it could already be transferred. But again, even today when it's in good working order, a registrant or the transfer contact today, they could have the authorization code and set on it for X number of days. So I think there's still a window that is accountable that you may be able to stop that transfer. And again, the transfer really doesn't occur until the registrar gives it to the registry.

I think, obviously, everybody's saying this needs to be updated. So please add some language to make this clear. Again, I think Keiron asked in chat if it's still valid or not, and it sounds like there's still use cases for this so I think that it's still valid. Obviously, transfer contact needs to be updated and things like that. But we do need to get this updated. Again, it's not necessarily a given here because only 47% said it should go to a must. I think that think about if this is a must or not and see how that goes. Keiron, please go ahead.

KEIRON TOBIN: Thank you. I don't want to spend too long on this question. I'm under the impression here that—in terms of how you would operate the domain and stuff like that, surely you would need some form of court order or something like that. Then even if it has been transferred to a different registrar, the losing registrar would be brought into it anyway because it would then become a legal matter in terms of how they would face that, which would be out of ICANN's remit anyway. Am I missing something there?

ROGER CARNEY: Thoughts, people? Okay. Again, I think we need some work on this one for sure in how they can get used and where it gets used. The language needs to be updated to make it more useful, for sure. And then the may or must needs to be worked out. So your thoughts, please add them to the document so we can go through those and we can get a good discussion and a direction on them. Okay. Let's go ahead and move on to the fifth one, please.

Okay. Registrar may deny a transfer. If the transfer was requested within the 60 days of creation date as shown in the registry WHOIS record for the domain name, we've talked about this one in depth. And again, the time is changing. We've suggested 10 days at this point on the creation date. I think we obviously know that there's some updates to have to happen but I think the big question is as we talked about this being a may or must and possibly moving it. So let's go ahead and leave this. So the options are leaving this as a may and keeping the language as is. Leaving as a may but make some edits to the language. Change it to a must, which also could include some edits, or do not know right now. So please go ahead and answer and then we'll pull up the results here shortly. Sarah, please go ahead.

SARAH WYLD: Thank you. I don't feel that I can vote yet. I can't imagine why I would want this to be a may, it seems like a must to me, of course, with the edits to the time period that we talked about. Maybe there's a reason that I'm not thinking or does anybody know why we would want this flexibility? Thank you.

ROGER CARNEY: Thanks, Sarah. Keiron, please go ahead.

KEIRON TOBIN: Thanks. Sarah, the only one I could come up with was maybe some kind of legal proceeding or something like that. Yeah. I'm with you, unless legal proceedings are potentially—yeah, I'm not sure.

SARAH WYLD: Interesting. So do we have a different thing that says we've got them—the first one is evidence of fraud, which may include others—okay. There's also the court order and the things already in the must section about a legal proceeding.

ROGER CARNEY: We've discussed this for a couple weeks. Everybody has a lean to moving this to the must section because I couldn't see why it wouldn't. Again, I think it's just the poll question being confirmation of what we've discussed.

SARAH WYLD: What if it's a UDRP that decides that the transfer should happen but it's only been registered for eight days? Do we just wait?

ROGER CARNEY: Keiron, please go ahead.

KEIRON TOBIN: I would be amazed if any arbitration out there was able to come to a paragraph 4k within 10 days. Unless it was a really huge worldwide case where it affected so many different things in terms of obviously—I know there was one with football that happened not long ago. But I think the arbitration court was literally pushed on it. But even that took more than 10 days. So I think it would make sense in terms of it was 30 days or 60 days. But for 10 days, because it's such a short amount, I don't actually know whether it should be moved to a must.

ROGER CARNEY: Okay. Thanks, Keiron. Zak, please go ahead.

ZAK MUSCOVITCH: Thank you. So just in terms of coming up with a potential reason why it could be may. Aside from UDRP, let's say that a brand sent the C and D letter shortly after creation because it monitors newly created domain names and demands that the domain name be transferred to them. In that kind of situation, I guess there's an opportunity for a registrar with a willing registrant perhaps to transfer domain name notwithstanding a creation law. Just throwing that out there as a potential basis. Thanks.

ROGER CARNEY: Great. Thanks, Zak. Keiron, please go ahead.

KEIRON TOBIN: Zak, in the case of what you mentioned, I think a C and D in itself, it would either need to go to a UDRP, or if it was something of fraudulent nature or something, then we could access it that way. But I think just a C and D in itself wouldn't really—again, by the time you've reassessed it and stuff like that, it would be over the 10-day period.

ROGER CARNEY: Thanks, Keiron. Zak, please go ahead.

ZAK MUSCOVITCH: So maybe I didn't properly describe the situation. Let's say Coca-Cola sees newly created domain name, cocacola.com sends a C and D demanding the registrant transfer the domain name, and the registrant says, "Yeah, I love to transfer the domain name. I registered this by mistake." The registrar wouldn't be able to facilitate that transfer because of the creation date lock if it was a must. But if it was a may, then the registrar could facilitate it with a willing registrant, with the registrant saying, "Yes, I'm willing to transfer." But then again, as others have pointed out, if it's a shorter lock period, it's probably not the end of the world to wait it out, no circumstances either. Thank you.

ROGER CARNEY: Great. Thanks, Zak. Keiron, please go ahead.

KEIRON TOBIN: Just in regards to—let’s use the Coca-Cola example, we would need to reach out to Coca-Cola, get confirmation from them directly. Obviously, because there’s now gone from about three to four parties involved. Again, I would be amazed if that was completed within such a short amount of time. I get your logic behind it. I’m not sure whether that would be completed in such a short timeframe. Also on the side with legal and stuff like that, now that it’s a lot shorter, I think we might be right in that it should probably be a must. Thank you.

ROGER CARNEY: Okay. Good comments. I assume everybody’s answered the poll now. We’ll jump into that real quick. Poll results for that. Okay. There’s a lot here. Over half of the people said may but with edits. A good number said must. I don’t know if people answered prior to getting that full discussion in. And it’s something, I think, again, in the last few weeks, we’ve said a must but I don’t know if others thought the may. Zak said there’s a possibility that the reduced time, especially from 60 down to 10, really changes that window of exposure there. It sounds like after our discussion, the must was fairly high ranked. Keiron, please go ahead.

ZAK MUSCOVITCH: I did put change to must. But then I was reading the chat and I pressed up and it’s obviously gone too, because my answer says, “Leave as a may, make edits.” I was just reading the chat. Sorry, I’ve obviously put it through as the wrong one.

ROGER CARNEY:

Okay. Great. Thanks, Keiron. Okay. I think we've got a good discussion on this. It sounds like, again, confirmation from last week that this should probably change to a must. Then obviously it needs to be updated for our time period. But let's do that. Again, if we have any issues with it, we can put comments here and discuss it further. But that's the way that was heading. So let's go ahead and close out of our poll for now. We only have a few minutes left so let's not jump into the next one yet. We can start back up next week on that one.

We do have Any Other Business here. But first off, I want to just say a couple of things. We'll get started back up here and we still have some things to go through. Again, it sounds like there's a few updates here. I encourage everyone to put in comments. Sarah's already started. Please follow that and put in comments here. We'll go over those again next week. We'll finish out this poll that the staff gave us and go through the must denies and also the cannot deny reasons. We'll go through those next week.

Along with that, we want to start to get into the ideas of our bulk discussion, which will probably start next week as well, assuming that we get through the remainder of these poll questions. But the bulk, there's only I think three charter questions related to bulk and they're fairly open-ended. But please take a look at those so that we can start discussing those. Again, I think there's three charter questions and how we would use bulk. Again, we've made a lot of recommendations so far. And not all of those will apply in bulk instances but I think we need to tease out which ones are those that we need some discussions on in our bulk discussion to see if they need to be added to or possibly modified slightly when

we start talking about bulk or if those still are good recommendations even in the bulk scenario.

I think for the homework over the next week, add your comments in on these. And even if you want to put comments on 3.8 and 3.9 here, that'd be great so that we can cover those. Next week, we'll start out with this poll and finish up the poll, and again hopefully get into the bulk discussion as well.

So those are my two ask for the group for the next coming week. We're running out of time but I want to let staff have any say here if they have any follow up. No? Okay. Again, take a look at that homework, take a look at the 3.8, 3.9, and add any comments into 3.7, please, that we talked about today because there was some cleanup that we wanted to do. Take a look at those three bulk charter questions and think about how our recommendations so far will be impacted in a bulk discussion. All right. Emily, please go ahead for the last.

EMILY BARABAS:

Thanks, Roger. I'll keep this very quick. So charter question B5 is about the bulk use of Auth-Info Codes. We've touched on it previously. It would be great for folks to take a look at that one. The two other questions in the charter about bulk focus on ICANN approved transfers. I think one question is, is that relevant and something we need to discuss now or is it really something for Phase 2? And then finally, are there bulk scenarios or bulk issues related to the other charter questions in Phase 1A that we don't have explicitly as charter questions that we do need to address or

think about in responding to the charter questions. So just highlighting a couple of things there. Thanks.

ROGER CARNEY: Great. Thanks, Emily. All right. Well, thanks, everybody. Sorry to take you past time here. We'll jump off and we'll talk to everybody next week. Thanks.

JULIE BISLAND: Thank you, Roger. Thanks, everyone, for joining. This meeting is adjourned. Have a good rest of your day.

[END OF TRANSCRIPTION]