
ICANN Transcription

Transfer Policy Review PDP WG

Tuesday, 01 August 2023 at 16:00 UTC

Note: 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.

Attendance and recordings of the call are posted on agenda wiki page:

<https://community.icann.org/x/84SZDg>

The recordings and transcriptions of the calls are posted on the GNSO Master Calendar page

<http://gns0.icann.org/en/group-activities/calendar>

DEVAN REED:

Good morning, good afternoon, and good evening. Welcome to the Transfer Policy Review PDP Working Group call, taking place on Tuesday, the 1st of August, 2023. For today's call, we do have apologies from Prudence Malinki (RrSG), Catherine Merdinger (RrSG). As a reminder, an alternate assignment form must be formalized by way of a Google assignment form. The link is available in all meeting invite emails.

Statements of interest must be kept up to date. If anyone has any updates to share, please raise your hand or speak up now. All members and alternates will be promoted to panelists. Observers will remain as an attendee and will have view access to chat only. Please remember to state your name before speaking for the transcription. As a reminder, those who take part in the ICANN multi-stakeholder process are to comply with the expected standards of behavior. Thank you, and over to our chair, Roger Carney, please begin.

Note: The following is the output resulting from transcribing an audio file into a word/text document. Although the transcription is largely accurate, in some cases may be incomplete or inaccurate due to inaudible passages and grammatical corrections. It is posted as an aid to the original audio file, but should not be treated as an authoritative record.

ROGER CARNEY: Thanks, Devan. Welcome, everyone. I don't have a whole lot to talk about before we jump into our agenda. Just that I want to thank everybody. This is our first August meeting. We're planning to continue them through August. Hopefully, we can be productive through those. I know a lot of people take time off this time of year. Hopefully, we can continue this and no one feels like they're being left out or being forced to do anything. Welcome to August, I guess the second half of the year for everyone.

I think I'll open up the floor to any of the stakeholder groups that have any comments, questions, concerns that they want to bring to the group. I'll open up the floor to any of the stakeholder groups, please.

Okay, great. I think we'll go ahead and jump into maybe a quick review of our work plan to see where we're at and what we've got coming up. Caitlin, do you want to take us through that?

CAITLIN TUBERGEN: Sure. Thanks, Roger. At the top of the screen, you'll see we're currently at meeting number 98, as Roger noted, our first meeting of August. You should have received some new meeting invites through, I believe, September for the upcoming meetings. You'll see that we have five more meetings to discuss ICANN approved transfers. We have two charter questions under that topic, and we'll actually be discussing both of those today. Then at meeting number 103, what we hope to have for you is a recap of what the group has preliminarily agreed to in the groups 1A, 1B, and 2 of

the charter questions before we launch back into a discussion of change of registrant. That would be meeting number 104.

Again, we're up here at meeting 98. We hope to make some good progress today with our two charter questions in this topic.

ROGER CARNEY:

Great. Thanks, Caitlin. As Caitlin mentioned, I think we've really discussed quite a bit. I still need some input from the working group, but the first charter question that we're working on here for bulk transfers, and that's around the fees. We spent the last few weeks covering that. Again, I think we've made really good progress. We just need to solidify the last few remaining open items. Basically, are there boundaries that we want to set on bulk transfers, at least fee-wise? I'll let Caitlin go through what we've come up with already. Again, I think that just that one item we need to think a little more about and get agreement on if there are going to be any boundaries or not for that. Then, as Caitlin mentioned, we'll move on to the second charter question. I'll let Caitlin jump in and take us through what we've talked about in our agreement so far on bulk transfers. Thanks, Caitlin.

CAITLIN TUBERGEN:

Thanks, Roger. The agenda that was circulated at the end of last week showed some preliminary agreements or things that the group seemed to be rallying around or thinking about or no stringent objections. What we wanted to do was provide some sample language to the group to see what that could look like and see if there are any evident problems or strong objections before

we start to provide preliminary recommendations for the group to tease out the language on.

As a reminder, and for those of you who may have missed the last call or two, we're talking about charter question I-1. This is about the mandatory fee that registries will charge registrars in the event of a bulk transfer of all of its names. In the case where there are 50,000 names or more, there is a \$50,000 fee that the registry will collect from the registrar. As a reminder, ICANN is not involved in the collection of the fee, but this is part of the transfer policy. So the bold language at the very bottom of the slide is the language that implicates that fee and the language that's currently under discussion.

So the first preliminary agreement is, let me just go back to the slide quickly, you'll note that the language says registry operator will charge the gaining registrar a one-time flat fee of \$50,000. And one of the comments that someone made last week was that there may be instances where the registry chooses for whatever reason not to charge a fee for executing a bulk transfer, even one over 50,000 names. So the working group or a couple of members of the working group had asked if we could change that language, or the working group could consider changing that language to may charge a fee, which of course allows the registry to charge a fee in all of those instances. But for whatever reason, there may be an instance where it chooses not to charge a fee for a bulk transfer, even if that domain name amount threshold is met. Are there any concerns about that preliminary agreement? Jothan, please go ahead.

JOTHAN FRAKES: So I notice here that we're not being specific to a TLD. Is that intending to leave flexibility that if it's a registry operator that may operate a portfolio of TLDs that that could be considered here as part of this?

CAITLIN TUBERGEN: Sorry, Jothan, I may not be understanding your question correctly, but under the current language of the transfer policy, if, for example, multiple RAs are terminated, and each of those TLDs has more than 50,000 names, so there would have to be bulk transfers for all of those TLDs, under the current language, \$50,000 would need to be charged for, say, all three of those TLDs that exceed 50,000 names to that relevant registry operator.

What someone had proposed at the last call is that there may be an instance where a registry chooses not to charge the fee, but that the current language of the policy essentially forces their hand or requires them to charge the fee. It doesn't really give them an opt out. So the language here would just, if the group were to agree to it, note that instead of what the current language says, which is, sorry, let me go back to the slide, registry operator will charge the gaining registrar. It could be changed to registry operator may charge the gaining registrar, which leaves flexibility to the registry operator. Owen, please go ahead.

OWEN SMIGSELSKI: Thanks, Caitlin. So I think part of my thing that I've been kind of noodling over here, digesting, is the wording that's in the original language. I don't know what exactly it comes from, but I'm

guessing it probably comes from the days when, A, there were under 20 gTLDs involved in this whole thing. And probably there's only one or two TLDs that would have the 50,000 threshold to be in there. So it's something that I think applies to over a decade ago in terms of what the landscape was for registrars. There are certainly registrars that have those large numbers across TLDs now. But what I think you're going to find a lot more is there'll be 5,000 at one registry, 12,000 at another, 15,000 around, etc. And that may not necessarily even approach the 50,000 threshold per registry operator. So I think we kind of need to consider a holistic approach to it because there could be 100 or 200 TLDs involved in a bulk transfer, of which none alone may actually hit that threshold. But certainly, we need to figure out some way to do the cost or the fee.

And I think part of the fee is to recoup for a registry operator. I see Caitlin in the chat that this comes back from 2009, well before the new gTLD program kicked off. And so I think part of it was prohibitive for companies to go out and just buy a lot of stuff, allow the registry operator to recoup costs associated with such a transfer.

But then also, I think part of it is, and this is speaking from when Namecheap is considered going after some portfolios, is this is customer acquisition. And getting 50,000 new registrations can be quite a boondoggle for a registrar. You don't have to really pay anything to get those customers in there. So I think part of that, putting that money in there is to maintain, I don't want to say a competitive advantage, but just to make sure that registrars aren't

abusing the system and just suddenly increasing other portfolios by a large number.

And then I want to come back to what Jothan had raised about registry operators. I think he was kind of talking about what happens if you've got, say, Identity Digital, which operates a number of TLDs themselves. If, in aggregate, all of those come up to 50,000, would there be a fee, as opposed to .rocks and .live not coming up to that total threshold? Thanks.

CAITLIN TUBERGEN:

Thanks, Owen. And also thanks for clarifying Jothan's point, Owen. I think, based on Owen's feedback, if the group is willing to let me, I'd like to go over the preliminary agreements all together, because there's other pieces that Owen touched on that relate to some of the other preliminary agreements. And then once we've gone through all of them, then we can open up the discussion to what people may have problems with or where the different agreements may either contradict each other, present problems. Or if we want to build on them or delete some of them, we're welcome to open the discussion. But just so that we know generally what the group seemed to agree to last week, we'll just go through all of them if that's okay.

And the first one, without going into the domain name threshold or the money threshold, was just to make it so that it's optional for the registry to charge the fee in any circumstance. But they always have, at least as of right now, the ability to charge a fee. But there might be an instance where they choose to waive it, they may

have an agreement, etc. where they choose not to charge the registrar the fee.

The second preliminary agreement was, and this was in recognition of something that Jim brought up last week, which is if you go back to the origin of the fee, one of the reasons the fee may have been established back in 2009 is to recognize that a bulk transfer and the work involved in performing a bulk transfer, executing a bulk transfer, it does cost the registry, or there is work involved in that. And for that reason, generally speaking, the working group noted that the entity requesting a voluntary bulk transfer, and that's typically the current registrar of record, would be the entity responsible for any fee charged by the registry.

The third preliminary agreement is one that we talked about last week. And there didn't seem to be any major disagreement with the idea, but the group wanted to work on the language more closely. And that's that in the case of an involuntary bulk transfer resulting from an involuntary RAA or RRA termination, the working group recommends that the relevant registry or registries must waive any required fee. And this is specifically in reference to the origin of the charter question, which was that in cases of involuntary terminations, in instances where the registrar goes silent, is unresponsive, uncooperative, and has a very large domain portfolio, which would invoke that fee in Section 1B of the transfer policy, it's very difficult to procure a gaining registrar to take those names, which in turn puts those customers at risk. So the group had agreed that in those rare situations, which, as we noted in the last five or six years, there were two situations that fell

under that, that the registry would waive the fees in those instances.

The fourth preliminary agreement is that to enhance the predictability around the fees for bulk transfers, some members of the working group noted that the registry should publish fees associated with bulk transfer somewhere, whether that's in the registry-registrar agreement, whether that's on a conspicuous place within the registry portal that the registry and registrar use to communicate, but somewhere so that there's no surprises. And so that it can't be abused. I think there was a general concern about using language around cost recovery, because that can be a bit opaque in terms of what that even means, and it could be subject to abuse. And also, from a registry's perspective, it could be subject to intrusive auditing to show what the cost recovery is. So ultimately, in the event the registry charges fees for bulk transfers, they should be published somewhere so that registrars have an idea of what that would be.

And then the last preliminary agreement, and we talked about briefly about having tiered fees, and there wasn't a lot of discussion about tiered fees. But there was discussion about having some sort of upper bound about the maximum that a registry could charge. And so there was a lot of discussion about tiered fees, but there wasn't a lot of discussion about tiered fees. And so there wasn't a lot of discussion about tiered fees, but there was discussion about having some sort of upper bound about the maximum that a registry could charge. And so, leadership put together a just very draft agreement, which is if the registry does establish a mandatory fee, the fee must not exceed, and there

was no agreement in the working group what that would be. But we just have it currently at \$50,000, which is what it currently is in the policy, or \$1 per domain name, whichever is less. And that's just language for the group to consider. But of course, nothing is set in stone at this point. These are just some things that we thought we may have heard during the last call, and to see what the group thought about those. So now I will turn the floor back over to Roger to manage the queue. And I'll go back to that first slide with the agreement so the group can discuss what they like, don't like, or want to add to.

ROGER CARNEY:

Great. Thanks, Caitlin. Yeah, and I think it's important to look at all these five together, as it does touch across Owen and Jothan both brought up ideas and hopefully the five cover most of those and what's missing is kind of what we're looking for, what needs to change is what we're looking for, for the group to enhance these five. But I will go to Jim first. Please go ahead.

JIM GALVIN:

Thank you, Roger. Let's pick the most interesting agreement to speak to. Preliminary agreement number three, if you can go to that, since we're testing where we are on these things here. I actually don't recall that we agreed to that. So speaking as a registry. I know that we were having a variety of conversation around the fee and what it could be and why and that kind of thing. But that must that's in there, that goes a little too far. You know, I mean, I'm certainly open to talking about the fee value, but

I don't recall agreeing that it had to be waived in that particular case. Thanks.

ROGER CARNEY:

Great, thanks, Jim. Yeah, and I think this was probably one of the first ones we actually really touched on and got to some level of comfort on. And it goes back several meetings, I think, and it covered, went across a couple meetings, and that the idea was sort of proposed in the original meeting and then discussed and followed up on in the second and third one, maybe.

But I think at the time, the general consensus was yes. But I think it's noted, Jim, and maybe we need to talk more about this again and see what concerns we have and how to alleviate those. But yeah, I think it's been again, I think this is one of the first ones we hit. And it did seem at the time that there was no intervention. And again, to your point, Jim, I don't know that we received an, in-quote, agreement on anything, but it was, we didn't receive any negative input to that statement when it was made several meetings ago. So I appreciate you jumping on. It definitely affects the registry. So I think it's a worthwhile discussion to continue and see where we can fall on that. Again, I think here it states just because it's difficult to find registrars to do these. And I think it goes beyond that it's one of those community level expectations of continued service when a registrant has a name and for whatever reason, the registrar is no longer able to uphold its obligations to the registrant. I think it's one of those community efforts that comes into ... And again, is there a cost there? For sure. But it's one of those where moving names from one registrar to another gets to be very difficult and very messy at times. And there's really

no guarantee. And as one of our points here, I can't remember which one it was, Caitlin, but one of them was basically when it's a voluntary one, the registrar that's making that move is going to pay for it. When it's involuntary, now we're making the registrar receiving it pay for it. So it's one of those weird ones. It becomes difficult. And even at the time, I think, I don't remember specifically who, I think someone suggested, is this a fee that ICANN pays? So it was one of those where it eventually got to no fee. But I will turn it over to our other registry cohort here. And Rick, please go ahead.

RICK WILHELM:

Thanks, Roger. So I will also apologize. I've missed the past couple of meetings. So one thing that I think would be that it's important for all of us when we're discussing these things is to really partition cleanly between situations where we've got so-called involuntary bulk transfers, as it says here in item three, preliminary agreement three, related to the involuntary termination versus voluntary bulk transfers, which frequently come under the auspices of something commonly known as BTAPPA. And I think that in these agreements, which are spread across three different pages, it's hard for me to keep straight which topic it is that we're talking about, because it's kind of flipping back and forth between them.

Just broadly, though, it's been one of the comments that the registries put in at the beginning is that things like BTAPPA should be considered competitive services and that registries should be able to use those things to their competitive advantage. And to that end, the item in there, I'm not sure whether it was three, four,

or five, but one of them where it required the publication of a fee schedule, that actually works very much against that spirit. And so when you think about for voluntary bulk transfers, aka BTAPPAs, the notion that a registry would have to publish a rate card for that seems antithetical, especially given the fact that various voluntary bulk transfers come in a lot of different shapes and sizes that could affect the fees that are involved. And also there's different business considerations that come in from time to time that could cause a registry to be more aggressive with regard to pricing of those sorts of things. So that's just sort of a macro comment on a couple of those things. Thank you very much.

ROGER CARNEY:

Great. Thanks, Rick. And I appreciate that. One of the things I'll ask, and maybe you and Jim can both think about it, is the publishing, and it didn't state where that's being published, maybe that is something that's still private between partners, registry, registrar, and it's not publicly known outside of that.

One of the issues over the past couple of weeks that we've been trying to deal with is obviously not the good actors, but the bad actors that want to charge \$2 million to move 2,000 names somewhere, and it's not very conducive to the ecosystem. And so it's one of those parameters that we were trying to figure out where that could be and how it could be done. And obviously one of the recommendations is trying to be flexible and letting the registries and registrars come to that agreement. Obviously the registry can publish it in their portal or whatever. And again, if it's public, I don't think it has to be. I don't think that's what we're trying to say. But just so that the registrar knows ahead of time what that

would be and not get a surprise and someone added a zero or two zeros onto the price when it actually happens. So I think that's one of the concerns that came up. And again, obviously it's for those bad actors, not for those people on this call, but just trying to control that.

Getting back to your comment about kind of confusing on voluntary, involuntary. I think there are probably three big groups of things. And what we're talking about in this first charter question is a full registrar portfolio move. So it's the registrar's either going out of business, has done something wrong, their accreditation's gone, being sold, being bought, whatever it is. It's the full portfolio move, what we're talking about in this charter question. And then in the second charter question, we're going to talk about those partial or portfolio moves where it's not the whole registrar going out of business. So yes, I agree. And it's something we've tried to clarify over the last few weeks is, yes, there's this whole bulk. And maybe we get away from bulk and go to something a little more specific and say full portfolio or full whatever sponsorship, whatever we want to call it. And that's what we're talking about in these five bullets here is it's that full inventory that's moving. And again, two ways to do that. One is involuntary because of some reason or two because there was a business decision made somewhere to do that. And I think that that's what we're trying to solve with these first five in this first charter question. And then the partial ones we'll get to, obviously still in mind of what's going on here, but we'll get into those discussions later today, hopefully. But thanks, Rick. Jim, please go ahead.

JIM GALVIN:

Yeah, thanks, Roger. Two things. Let me first build on what Rick said in commenting about publishing the rates. What I remember from the discussion is, to me, it doesn't make any sense to publish the rates unless there's some variability built in. And in fact, right now, there's no variability built in. It's a flat fee. We haven't gotten to actually what is the fee and if we're going to change it to a tiered system. And so we really haven't dug into those details. So from that point of view, I don't even know what it means to say that you have to publish the fees since we haven't even talked about what the fee is or how it's going to be different than what it is, although we talked about a number of options in the last couple of meetings. So that's just one point so I want to agree with Rick. I mean, he makes a good point here, but I just wanted to frame it in that particular context.

The other thing that I wanted to say, please, is since my name's been mentioned a couple of times about how I characterize things, I want to state again what I was trying to say last week, because I think that these agreements are derivations of what I said, but they don't quite match what I said, which is fine. But I want to make sure that we're clear on this. I was commenting that the first principle here that I saw as a simplification overall is just that whoever is requesting the transfer should have to pay for it. Okay, whoever is initiating that transfer should have to pay for it. And in that context, I suggested that that would even include ICANN.

However, I allowed for the possibility, which is what Agreement 3 kind of gets to in a way, I had said that unless we want to make a carve-out for ICANN, and Agreement 3 there would be an example of a carve-out for ICANN. Well, if it's an involuntary thing

and ICANN is the one which is initiating it, maybe we're all just going to agree that ICANN's not going to pay for it, we're not going to charge them, we're all going to do our part to make it happen, registry and registrars alike.

My other first principle about whoever initiates it should pay is simply based on the premise that we all have work to do if one of these transfers happens. It doesn't matter whether it's voluntary or involuntary or whatever context it's in. And so the fact that there's a fee involved doesn't seem unreasonable. So we're really just talking about who should pay it, if anyone, and then two, what the fee could be. And so these five things here are sort of interesting, but they're a derivation of my very simple principle of whoever initiates a transfer pays for it. Thanks.

ROGER CARNEY:

Yeah, Jim. And actually, we love quoting you, especially when you're not here to defend yourself. So that's the best part. But no, no, and that's good, Jim, because that's exactly what we wanted is your statement from last week, I think is what you said, and break that apart into finite pieces so that it makes more sense and can be controlled a little easier. And I think that when you look at it, all five of them together is trying to cover what you brought up and whatever everyone else brought up as well, not just you, Jim, but everyone that had input here. And again, I think when we talk about the fee, I think we're, to be clear is, I think we're talking about not having policy language state a fee. And that's what these five recommendations are saying. But the number five here is saying obviously, the concern with not stating a fee is the uncontrollable, ridiculous fee that someone's going to charge. So I

think that that's where five is coming in is basically saying, we're not going to have a fee listed in policy. And that's where the idea of publishing it, and again, publishing what that means, I agree, needs to be detailed better. But and again, I think what we're talking about is getting rid of the language that talks about a fee, a specific fee, like it does today, and be in general about it and giving the flexibility back to the registries and the registrars at the time this transfer occurs, giving them that flexibility to set those.

And again one of the things we talked about, I think it was last week, if not week before, was the variability in registries and the cost is going to be different between one registry and another, just because of the programming cost or whatever the QA costs, whatever it is, to go through this, the cost is going to be slightly different. And we wanted to be able to allow for that.

So, again, I think that take them all five together and look at them as the policy language isn't going to state a fee. So how do we control that? Jim, please go ahead.

JIM GALVIN:

Thanks, Roger. Then I have a question here. So it sounds like you're suggesting that there's a missing agreement here. And a missing preliminary agreement I would think I'd like to see is that we agree that the fee is variable. I don't really see that in here. We do say the fee should not exceed \$50,000 or a dollar domain name. So I guess is that intended to reflect that we're no longer going to have a flat fee? Yeah, I guess I'm struck by that. I don't see something which outright says that the fee is no longer \$50,000. And I guess Agreement 5 is the one you're getting on

there, which means we should have more discussion about whether or not we publish and what Agreement 5 really means. So, does that make sense? Thanks.

ROGER CARNEY:

Absolutely, Jim. Yeah, and I agree. And I think we can clarify that. And that I think these five, we're trying to drive to that. And I think we can be more specific in saying that one of the recommendations will be that we remove the specific fee out of the policy language and replace it with language that can provide some level of control and transparency for everyone, but not providing a specific thing. So I think that that's something we can definitely add in. Thanks, Jim.

Okay, great discussion so far. I don't know if anyone else has anything. And again, I know that this is the first time we've covered all of these together. So it's something everybody can think about for a while. But I think we're making good progress because it did stir up some good conversation and some clarity needed, and some obvious points where we need some further discussion. So I think this is the exact purpose of displaying these and covering them today. So any other comments, questions by anyone? I appreciate the registries jumping on as it does affect them dramatically here, but I don't know if anyone else has any comments on these five. And again, we will do some cleanup on them. And this is the first time we're covering these as a unit. So we'll continue to discuss them.

Okay, great. I think we have some cleanup that we can do. And then we can pull this back in and run through the discussions on

the items that Jim and Rick brought up and how we can do those effectively with the understanding of the policy language being updated to not specifically call out a fee. Okay. If nothing else, I think I will turn this back to Caitlin to take us into the next charter question, I think.

CAITLIN TUBERGEN: Yes, thank you, Roger. And thank you all for the helpful comments. After we're finished talking about the second charter question here, I'll show you the working document that support staff created, where there's a box where we will take the preliminary agreements with the comments added from folks today, or at least what we interpret those to be, and send it around to the group in a Google Doc, where all of you are welcome to make comments and proposed edits so that the agreements you're comfortable with, and you don't think anything was mischaracterized, because we were trying to take comments from working group members, and it's kind of a conglomeration of various people's comments. So sometimes people might think that something is incorrect, and we welcome as much feedback as possible to get these where everyone's comfortable. So we will distribute that document shortly after this call so that folks can continue to weigh in on some of these agreements for the first charter question.

So the second and final charter question under ICANN approved transfers and bulk transfers is question I-2. This question is really in relation to partial bulk transfers, which some of us have been talking about in earlier calls. And the question reads, should the scope of voluntary bulk transfers, including partial bulk transfers,

be expanded and or made uniform across all registry operators? If so, what types of rules and considerations should govern voluntary bulk transfers and partial bulk transfers?

So as I had noted, I think when we introduced this question, is that this charter question was added to the charter based on a comment we received on the issues report about a transfer policy review. And one commenter, a registrar, had noted that there is some confusion when it comes to the BTAPPA, in part because not all registries offer BTAPPA. And there may be differences between how registries use the BTAPPA and that there should be a standardization of the process between registrars and registries. And that would allow registrars acting as resellers to more efficiently consolidate their domain names under management onto a single IANA credential if they desire. And that would harmonize the divergent processes between registries.

I'm going to actually copy the exact comment into the chat. Since I'm just reading what someone else ... And so, based on that comment, we added in this charter question so that the working group could discuss if voluntary bulk transfers and partial bulk transfers should be expanded and or made uniform.

I did want to note that in discussing this question that most of you are probably aware that the BTAPPA is a service that a registry could choose to offer. And as this comment notes, it's not a service that all registries offer. I believe that if a registry does wish to offer BTAPPA, it will file an RSEP. And once a registry offers the BTAPPA, that is strictly between the registry and the registrar. ICANN is not involved. So, some of the initial comments that we received about this question for registrars was, how often does

this happen? We would like to have more statistics around this to see if it happens frequently enough to warrant standardization. But those are not numbers that ICANN would have. So, unfortunately, we can't provide those numbers. That's really between contracted parties.

But just to start things off, and I should also note that we received feedback from the Registry Stakeholder Group that noted that BTAPPA is a competitive service that some registries choose to offer. And I believe the Registry Stakeholder Group is not in favor of making this mandatory across all registries or standardizing it across, since it's a business choice, essentially.

But we have some questions for thought. Generally, what the initial reactions to this type of question are, if we think it should be standardized for the BTAPPA? And if so, what should be standardized? Is it timelines? Is it criteria? Is it that every registry needs to offer this? Is it pricing? Is it communication? And things like that for the group to consider. But I'll turn it over to Roger to see if he has anything to add before we start taking comments.

ROGER CARNEY:

Great. Thanks, Caitlin. Yeah, again, I think nothing really to add here, except that obviously our first phase that we went through, we talked about registrant initiated transfers. And with our last charter question and this one, we're not talking about registrant initiated transfers anymore. We're talking about either a registrar, and I suppose, ultimately, it is a registrar initiated transfer, no matter how it works, even if it's involuntary. They made that happen. And I think just a separation there that our first discussion

was very specific to a registrant. And here we're talking about registrar decisions to move names. So, and again, nothing specific. I just wanted to mention that. And so we have that in our head. Caitlin, I'll go ahead and take the questions in queue here, and we'll get into this discussion. Owen, please go ahead.

OWEN SMIGELSKI:

Thanks, Roger. So I think you mentioned trying to differentiate registrant initiated, and then ICANN initiated, and then kind of alluded that an involuntary one is kind of registrar initiated. I think if a registrar decides to go out of business or deaccredited or something like that, I still think it's ICANN that does the initiating. So I kind of want to keep that classification there, as opposed to if there's a partial bulk transfer, it's actually the registrar seeking to do it and then transfer it to themselves, keep that going. And so I'm just, I think we do need to discuss because and have something there because while that type of transfer is not prohibited by the transfer policy, I think there's a number of registrars who are not aware that because it's not prohibited, they can do it. And I've actually, when I've encountered some registrars, I've proposed that either because they were asking either to do something to in and out of Namecheap, or they were just kind of say, we've got this problem with our own registrar, we want to do this. And I would tell them, oh, you can do this. I said, Oh, really? So I think it would just be kind of good to give it a little clarification and guidance and just some of the things that I have seen that I can't pretend to speak on behalf of ICANN and give a blessing of compliance with this. But what I've seen is as long as the type of transfer is something that has been allowed, permitted

by the registrar's terms and conditions that the registrar had agreed to, and that it's some type of like a transfer from a reseller to the registrar's credentials, and that there's some type of notice to the registrant, an option to opt out those type, then that type of transfer could be allowed. But it can also then be a little bit of effort involved in that, because it's generally something manual that the registrar does, but for whatever reason, they want to do that. But I think we should kind of tease out what those types of requirements are. And also just to make sure that registrants are informed and have the option to either say no, or to go along with it, or just make sure that they are secure and are being taken advantage of. Thanks.

ROGER CARNEY:

Great, Owen. Yeah, thanks for that, because I think it kind of leads me down two paths when you mentioned that. And I think calling out the fact that their terms of service or their agreement, whatever it is that they signed with the current reseller slash registrar may have this in here that, hey it's possible that this could happen, and you're agreeing to this. But I think that kind of even goes down to the BTAPPA idea and the idea that registries don't see this as a need to have across the board. And I think that that again probably makes sense to me in that a registrar chooses to get into business with a registry, and they know that, hey, we can move these around, or they know that, hey, that's not a function, and we would have to work with the registry if we wanted to, and maybe they won't even allow it. So, it's one of those things where I think that it makes sense, and on both ends, from the registrar perspective, as you mentioned, Owen, that maybe there's in their

agreements that they agree that, okay, this can be moved, and it can be, this can be done, or whatever, or at that registry level as well. So, Theo, please go ahead.

THEO GEURTS:

Yeah, thanks, and this is Theo for the record. So, there's actually a ton to unpack here, so I don't even know where to begin. But I think if you are looking, when it comes to standards and all that kind of stuff, I think when we talk about standardization, I think that it's doable in the sense, like, we can come up with standard processes. I think if we go down the route, further down the slope into technical requirements, that is going to be more problematic. But who knows? But given that there are very different registry platforms, we're currently doing a migration this week, actually, and there's always some stuff that pops up that goes like, oh, that goes a little bit different than we sort of expected, for whatever reason. They're not the same, those registries. There's always some difference there. So, from a technical perspective, setting a standard there might be problematic.

Talking about BTAPPA, partial bulk transfer, portfolio transfer, whatever you want to give those names, I can understand that there is not a huge demand at the moment. I mean, why should there be? I mean, under the current process that we have now as today, it is somewhat doable with lots of preparation, implementation, and God knows what is required. We can move those portfolios at the reseller's request. So, and that happens frequently. So, that is something we can do now. Again, it requires a lot of planning and work. I mean, it's not something, if you want

to move 200,000 domain names, that is not something you're going to do on a Friday afternoon.

So, but that is going to change when the new policy comes into effect, because it relies even more heavily on the registrant. And with the safeguards in place, making it more secure, well, that entire bulk system that exists, system, transfer system that exists today, that will cease to exist. So, that is the future reality that's coming. So, there will be an uptake in those requests to move. I mean, those resellers also want better prices, better platforms, and God knows what they all want. So, that there is a need for them to move to accommodate their customers better. And that sort of is in line with fair competition, et cetera, et cetera.

Then comes the question, if the new transfer policy is there, what are we actually going to use? If a reseller knocks at the registrar's door or picks up the phone and says, I want to move my domain names to you, then the question becomes, are we going to use the BTAPPA, or are we going to use an ICANN-approved one? And that is something we still need to flesh out, because if you ask me what should we do here, I couldn't give a reseller any advice on what to do here. Thanks.

ROGER CARNEY:

Great. Thanks, Theo. And I just want to mention that Theo's brought this up even early on in our phase one discussions, our group one discussions. When we made those choices, talking about the inter-registrar transfers, we did add a lot of security features. And as he mentioned, I can't say it breaks it, but it makes it more complicated to do these reseller moves. And actually, we

can even not even say reseller, but just large, partial portfolio moves for whatever reason. Our great security measures that we put in place for phase one will make that a lot more difficult moving forward. And I think this is where we want to try to solve those problems here is in this area. So, Rick, please go ahead.

RICK WILHELM:

Thanks, Roger. A couple of thoughts, and then I'll come back to a comment that Theo made. So, in looking at the fast track RSEP language that's there for BTAPPA, it covers the ability of a newly accredited registrar to take, so a reseller turning into a registrar. It covers that piece. And by my read of it, it does not cover a reseller moving from one registrar to another. And I think that the lack of the BTAPPA boilerplate language or fast track language of including Theo's case is an important shortcoming in the boilerplate language. Also, in the first case in the BTAPPA boilerplate language, it says where one ICANN accredited registrar purchases by means of a stock or asset purchase merger or similar transaction, a portion, but not all, of another ICANN accredited registrar's domain portfolio in the TLD. And I think that that language is also too restrictive because it focuses it on a M&A type, merger and acquisition type of activity rather than just an agreement to purchase a portion of the portfolio. So, I think that providing more flexibility to the BTAPPA mechanism as a boilerplate would go a long way to improving things for the reseller community and for the registrars. Thank you.

ROGER CARNEY: Great. Thanks, Rick. Yeah. And thanks for being specific into that process. I think you've hit on probably what Theo's been trying to say for a couple of years now is adding that flexibility, especially in light of the changes we made in Phase 1a. So, Volker, please go ahead.

VOLKER GREIMANN: Thank you. I mean, this might be heretical, and some have already said this, but most registrants, at least that we serve, because we are mostly a reseller registrar, they don't care who their registrar is. They care about who their immediate service provider is. And if that service provider has a reason to shift their portfolio from one registrar to another, then BTAPPA is currently not a solution because there's no acquisition of a portfolio, there's no registrar that is acquiring or selling the portfolio. This is just an agent of the registrant acting on behalf of the registrant requesting a transfer. And that is currently, under the new policy that we are envisioning, not foreseen. And I think we need to make sure that not just registrants, but also agents of registrants have the ability to shift their portfolio, i.e. the portfolio that they manage on behalf of the registrants from one registrar to another.

For example, if you look at a scenario where there is a registrar that might be going out of business, is not paying their registries anymore, and there's danger to the registrants, currently, the reseller of that registrar does not have the ability to move the domain names out. Only if they contact each and every registrar and ask them to make the transfer process in the way that they prescribe, then they have an ability and there's going to be a lot of

loss on that end. So, ultimately, we need to foresee such a process.

And I think BTAPPA is possibly a solution for that, but that's not ICANN-managed, that is something that the registries take on voluntarily. So, we might have to replace BTAPPA with an ICANN policy process that matches it in some respects, but also allows further expansion for cases that are currently not foreseen. Thank you.

ROGER CARNEY:

Great. Thanks, Volker. And I was thinking the exact same thing you were, Volker, when you mentioned that. I think that BTAPPA, and we all go to that because that's the easy one, but I think everyone that's talked about it so far has agreed that it's got to be more flexible, wider-ranging than it currently is today. And to Volker's point, is that updating BTAPPA? Is that eliminating it? Is it creating a new process? And I've heard a couple of people say, should ICANN be in the middle of that or not? It's one of the questions that needs to be answered, because as stated today, BTAPPA, once that's initiated, ICANN has no part in it. And again, I think that the group needs to think about that. And should they be part of it or should it just continue similar like today? And that the contracted parties handle those things outside of that, as long as they're following all the other rules that are in place. But I'll go to Theo now. Theo, please go ahead.

THEO GEURTS: Yeah, thanks. And when you say, Roger, that ICANN needs to be involved, do you mean that in the policy sense or in an active sense?

ROGER CARNEY: I was saying active. Policy, I think obviously part of that, but I was being more, should they be part of the active process?

THEO GEURTS: Yeah, OK. There is actually some caveats there, but I didn't want to go there. I was sort of processing Owen's comments, and he made a couple of good comments there. Like, do you need to inform the registrant, yes or no? And that sort of brought me up to the following that yes, we still need to come up with some stuff on how all that works, but we don't have to reinvent the wheel. I mean, like I mentioned a couple of times, there are several ccTLD registries who do this on a daily basis. So we can take anything that is standard or is best practice or good practice. You know, we can take all that stuff and just put it into the wheelhouse there without too much effort. So that's also another venue we could look at in, okay, what does it actually require and come up with those requirements really quickly. Thanks.

ROGER CARNEY: Great. Thanks, Theo. Okay, any other comments here? Staff did lay out a few questions just to kind of create some talking points. And again, I think that obviously a few of the parameters we've already heard is BTAPPA is more narrowly focused than what this group wants it to be. And again, maybe not BTAPPA. And again,

maybe BTAPPA is perfect for what it does and everything. Maybe there's a different one. But the sense I'm getting from the group is we need something that's wider ranging than what BTAPPA is and allows for more flexibility. So, and again, maybe BTAPPA stays exactly like it was, does what it does, and then something else is in place. Or maybe we do update BTAPPA and it still follows that similar path. So, Theo, please go ahead.

THEO GEURTS:

Yeah, thanks. And one of the requirements that is very important, at least from my point of view, is that when we have a system in place that sort of allows these portfolio transfers to happen, is that the registration or the expiry date remains intact. Or at least that the registrar can have at least an opinion about it on how that should look like. Because within the current system, as it is of today, we sometimes have resellers who just make the move, trying to do that in one month and take the hit on the renewals. But then they sort of figure out like, okay, now an entire invoicing model and renewal model is gone out of sync with the reality of the registry. So, that causes a little kind of problem. So, that's one of the requirements that we, on an operational level, we need to take care of also. Thanks.

ROGER CARNEY:

Great. And great for bringing that up, Theo. Because obviously that's different than what our Phase 1A does. So, it's definitely something we need to call out and see get agreement on. So, okay. I suppose my first question is, and again, no one has to answer, but just think about, unless someone has the answer, is it

reasonable to update BTAPPA to do what this group is at least preliminary talking about? Or do we leave BTAPPA alone and just create something new modeled off of it? And as Theo said, obviously, there's some ccTLDs doing things that we can borrow around as well. Thoughts from the group on, do we work on, and thanks, Rick, for dropping in the boilerplate, do we work on updating BTAPPA to match what these new requirements are? Or do we leave BTAPPA alone and try to create something based off of that, that more matches what everybody's saying? Thoughts on that? Theo, please go ahead.

THEO GEURTS:

Yeah, maybe this is complete bias from my side. I mean having worked with BTAPPA, it sounds like a solution. I mean, it's old, the BTAPPA. So, if we are going to work with new requirements anyways, and set up standards and come up with a whole new enchilada, I'm sort of tempted to go like, okay, let's scrap BTAPPA, and try to come up with something else, which marks all the checkboxes and does exactly what we want anyways, as a group. Thanks.

ROGER CARNEY:

Great. Thanks, Theo. Yeah, and I don't know from others, obviously, BTAPPA requires an RSEP process. And again, not all registries even follow that or use it, have that in as a service. And I'm wondering if we start modifying that, now we're starting to modify those prior RSEPs going through it and things like that. So, again, just my thoughts off the top of my head, and I don't know if that makes sense or not. I think that separating them may provide

a cleaner solution. But again, I think that BTAPPA has provided a good foundation. And again, thanks to Rick for posting the boilerplate there. You know, good foundation for where we can start. But I think it's difficult to try to change that when some registries have it, some don't. But again, just my thoughts on it so far. So, any other comments on that? Otherwise, we can kind of run through a few of these other questions.

Okay. Yeah, are there specific criteria or requirements that need to be met prior to initiating? And again, I think that Theo just mentioned kind of not a prior one, but you know, something that needs to happen along with it is the expiration date doesn't change. Again, everybody can weigh in on that. But that's one of the things implementation-wise through the process. But is there anything that we, and again, I think if we're talking about this new process, is there requirements leading up to this? You know, Owen kind of talked about registrants having to have that knowledge that this is happening or could happen. And I think that that's maybe one of the criteria going into it when you start looking at it. But what other things are there that need to be in place prior to that? You know, today, not all registries support the BTAPPA. But if we're creating a system where we're allowing this, obviously an early requirement would be the new sponsor or the proposed sponsor of these registrations would need to have to have that ability or mechanism in place to allow it. And some of them may not. So it's one of those where a reseller or a web professional or whoever has a large portfolio wants to move them to a new registrar, obviously, that new registrar would need to have that mechanism or the new—it's interesting now that I'm thinking about it, not the new registrar, but the registry has to allow for those to

happen as well. So it's one of those where it's interesting. And I think someone brought up. Maybe it was Theo, that registrants don't, especially in the reseller model, know who the registrar is. And to be honest, even in the retail model that that kind of gets mucky. Yes, they know, sort of. But they don't know what that fully means. A lot of times registrants, even with education, they still don't know exactly what that means. So I think that it gets a little difficult when you start pushing that through. And that if a reseller is trying to move from one registrar to another and they have 10 different TLDs, maybe they're only allowed to move a couple of those TLDs because the other TLDs don't provide a bulk mechanism. So it's something we have to work through and talk about. Theo, please go ahead.

THEO GEURTS:

Yeah, thanks. And I guess it will always be confusion among registrants, though. I think if you log into a GoDaddy portal and everything is GoDaddy branded, it's something different compared to a reseller which branded his entire company into the portal and has no relationship besides the API from Realtime Register. It's very hard for the registrant to guess which API is being used in the back end.

But besides that, when we talk about requirements, and by no means the example that I'm giving now is something we should follow, but it sort of touches upon an operational dependency, which is very important for the gaining and the losing registrar. But in the Netherlands, nothing happens at the registry level before both companies, both registrars have signed like, okay, everything is in order, it's time, it can be executed now. And the moment the

registry got the information, the signed documents from the losing registrar and the gaining registrar, that is the moment that they start to plan the database switch, which happens then. And not before and not after. And that makes good sense. I mean, you can't just go move portfolios around without notifying the losing registrar, because it's going to cause heaps of problems if those guys are completely unaware. So we need to have requirements for that. And if we do that through contracts, through a registry or for ICANN, that can be all discussed. So that is something we also need to take care of. So, yeah, that requirement. Thanks.

ROGER CARNEY:

Great. Thanks, Theo. And I think those are the kind of things we want to put bring up and get documented so that we can go through the process and what it looks like as we're building it and get agreement through there. So, Steinar, please go ahead.

STEINAR GROTTROD:

Yeah. Hi, I have a question that kind of come into my mind when we were talking about whether the registrant is aware of who the registrar is in some scenarios, particularly resellers, agents, etc. And a question also being addressed by my colleague is that according to the GDPR, don't they have to know that information? Doesn't that information have to be corresponded with the registrant that if there is a shift of registrar for reseller, they actually have to know the new sponsoring registrar, according to GDPR? And because of data processing? It's more like a question. I'm not sure if this is relevant for the bulk transfer or

we're coming back to that question more in the batch transfer discussion that we kind of started in phase 1a. Thank you.

ROGER CARNEY: Great. Thanks, Steinar. And I definitely don't know the answer to that, but maybe Theo knows. Theo, please go ahead.

THEO GEURTS: So that is, of course, going to completely depend on the scenario here. Of course, there is no quick yes or no answer. I mean, if it's a domain name investor there is no GDPR requirement if he moves it. He needs to make sure where it ends up, in my opinion. But he is the owner of the domain names. And if he wants to, if the domain name investor wants to move 10,000 domain names from registrar in China to the EU or vice versa, that's up to him.

When you talk about more of the traditional stuff for wholesale registrar who works with hosting companies, yes, of course, they have a GDPR requirement. And they will have to—not only a GDPR requirement, depending to which registrar they move to. It could be a registrar in California, for all I know. Then, of course, the CCPA applies. So you have all these data protection laws that a reseller needs to be accountable for and needs to be sure that all those data protection laws are being followed and make sure that those are in order. But then it's up to the reseller or at least, as I would call it, the data controller, which is still a hot topic of debate with ICANN, who actually is the data controller. But from my point of view, and again, this is not legal advice or anything, so don't take it as any legal advice. But when I look at our resellers,

we think they are the data controller. They collect the data from their customers. I mean, it's their customers. So if they're going to make any changes to a different registrar, we're just going to assume that they are following data protection law that is applicable to them or the registrant. Thanks.

ROGER CARNEY:

Great. Thanks, Theo. Any other comments, questions? Great. Okay. And we can continue on. And again, these are thought-provoking, and I know we're not going to get definite answers today. But, again, the reason for them is to tease out what we're looking at. And it's we're seeing the fruits of that with the comments coming in. So it's good. Uniform timelines. Should there be, and I think maybe this more goes to not necessarily a timeline, but transparency and action as a process is going through and being done. Again, I don't know. Timeline-wise everything's going to be a little different based on where the names are being moved as Steinar brought up and Theo just went through examples. You know, if it's being moved from one jurisdiction to another, it's going to be a different timeline, possibly. Or the volume could dictate timeline as well. And then I don't even know, reseller-wise if they still have payments due to the current sponsoring registrar and things like that. So those things that have to come up and be worked out. Timeline, again, I think this more comes to transparency and is there you file for it and you get an answer and then work gets done? So I don't know. Anybody have thoughts on, again, uniform timelines or a good uniform transparency model? Go ahead, Theo.

THEO GEURTS:

Yeah. So you actually mentioned it, outstanding invoices. And that is exactly one of the reasons that within the Dutch system, both CEOs need to sign off, because we don't want to end up in a situation—and it is, of course, not great, but that is the reality of how things are today. But you could have a reseller who goes like, you know what, I'm just going to hop from one registrar to another and leave massive bills at the losing one. You know, that is not something we want to end up also. So we need some guardrails for that process also.

So basically what we are talking about is pretty complex. I mean, this is not something we're going to wrap up in one or two sessions. It's just going to require a lot of thinking. And if staff wants to hit me up with questions or stuff while they're prepping maybe other stuff for the other meetings, I'm available anytime. Well, not anytime, but I'll be available during the week at normal hours. Thanks.

ROGER CARNEY:

Great. Thanks, Theo. Yeah, and again the timeline discussion just flows right into the next one of transparent pricing. And it kind of is even a throwback to what we were just talking about on the fees for the other stuff. You know, should there, I mean, we're moving away from the fee being set in policy, and I assume no one wants the fee to be set here in policy. But should those fees be transparent up front or at least agreed upon, as Theo mentioned maybe there's a simple agreement that gets put in place. And yes, it's a checkbox or sign off that, yes, this company agrees to this and this company agrees to this and it's this price to do it. And again, what level of transparency is needed? I think that one of the

questions comes in is if a reseller or whoever, I guess it doesn't matter, we'll stay with the reseller, moves 10,000 names from registrar A to registrar B, and there's a valid fee charged. But then the same reseller tries to move fee or 10,000 names from registrar A to registrar C, and it's twice the price. You know, I think that that's where the transparency part comes in. You know, is it fair and equitable to do similar things?

And obviously there's going to be some variability based on whoever is the underlying contracted parties, registrars, and registries. But I think that that's an important thing is when you transfer, there's an expectation that it's going to be similar priced. And I think that without that, is there requirements put in place that they have to explain that price difference or whatever it is? So, Theo, please go ahead.

THEO GEURTS:

Yeah, and on that note, I mean, and I don't think it's avoidable, but we throw numbers around here, but we will need to set a limit on what the number is, what kicks off, when it becomes eligible to do a partial bill transfer on a minimum requirement of a number of domain names. I mean, within Europe, some registries set it at 250, neighboring countries have set at 500 and that is okay for ccTLDs. That is usually not much of a problem. But if you want to do an entire portfolio, which usually entails many, many TLDs, of course, for the legacy ones, those numbers can be hit easily. And 500 won't be a problem. But for other TLDs, especially the gTLDs that are not flourishing so well, I mean, 500 could be a huge problem to even have that number of registrations. But I think it's unavoidable that we need to mention a number here. Thanks.

ROGER CARNEY:

Great. Thanks, Theo. Yeah, and I think you're hitting on, obviously the complexity when you get into this is when there's a partial move, I mean, it may be all one TLD, because I mean, maybe that is one of the things that is occurring maybe a registrar, even themselves, is just trying to get out of the business of selling a specific TLD. And they don't want to manage those anymore. So they want to move those to somewhere else. Or maybe they've lost their accreditation with the registry. So they can't sell anymore and they don't want to manage them. So it's one of those partial moves, can you get those to somebody else? So it may be one TLD, but as you point out, it may be hundreds of TLDs across that many different registry operators. So it does get complicated quickly as a simple move from one registrar to another could be 20 different companies getting involved. So, Theo, please go ahead.

THEO GEURTS:

Yeah, and those are all valid reasons, Roger. You know, in our experience, dealing with our wholesale model, which is sort of tailored around hosting companies, having a consolidation of all the domain names, be it ccTLDs or gTLDs, they want to consolidate it at one place, because they finally figured out that that having 20 registrar accounts all across the board is a nightmare to your invoicing system, because you never know where you need to renew your domain names. Plus, you need to have balances at all those registrars to make sure that everything gets renewed. And that is one of the biggest reasons, or at least one of many reasons, but the biggest reason is consolidation to

make sure they're all at one place, so you don't lose any domain names, because that's a nightmare for hosting companies, that they forget to renew a domain name, because it was at that one registrar they only had 100 registrations with, and they completely overlooked it or staff changes. You know, there are tons of reasons when disaster will strike. Thanks.

ROGER CARNEY:

Great, thanks, Theo. We're down to our last six minutes, but I think the next question is really a big one and something we need to think about. And again, we're not going to get the answer today, but something to start thinking about. And through our Phase 1a discussions, we did a lot of discussion around communication. And obviously, there still has to be communication done here. And what that communication looks like is going to probably be significantly different than what we came up with in Phase 1a. So I think that, obviously, there's going to be need to communication, and Theo's already pointed out specific ones that some ccTLDs do today. So I think that when we talk about communications—and Owen brought it up, how is the registrant informed? And as Steinar brings up, is there a requirement somewhere, and in certain circumstances, where the registrant needs to be informed? In other areas, maybe they don't need to be informed, or approve, or whatever it is, and only have to be informed. But I think that communication path is going to be that much more significant when you're talking about a partial move or a bulk move here. So, Theo, please go ahead.

THEO GEURTS: Yeah, and that is, of course, an interesting one. And Sarah brought up good points. And thanks to Steinar to bring it up. You know, but when we talk about communications you really got to ask, we got to ask ourselves the questions, is the gaining registrar or the losing registrar the most perfect entity to do that? I mean, in a wholesale business, I mean, this happens, well, not on a daily basis. But when we frequently do these bulk transfers within the Netherlands, and the Dutch registry informs the registrant that there has been changes to the registrar. And luckily, most people completely ignore it. But you do get some load on your support desk, that people ask, who are you? And what the hell are you doing? Why is my domain name with you?

So when thinking about this process, I'm thinking like, okay, if we need to figure out sort of into the language, into the policy, that we sort of shift that responsibility to the original initiator of that bulk transfer or portfolio transfer. If that is a reseller, like in a web hosting company, then it should fall upon them. And we should have requirements for those which are contractually binding at some point. So I think that is the most appropriate place. But you know, if we end up with a notification from the losing registrar, that's okay. Also, it will create load, but it's not an enormous nightmare. Thanks.

ROGER CARNEY: Great, thanks, Theo. Okay, we did a couple more minutes here. And one of the last bullets here is about the possible cancellation of a transfer or something goes wrong. I think, again, we need to take down that path of if a transfer is initiated, are there spots where it can be canceled? Are there spots where if something

goes wrong, what needs to occur and things like that? Again, not looking for solid answers today, just to give thought to it.

Again, with just a couple minutes here, I think a lot of good talk here. And I think that as Theo mentioned, I think it was Theo that said, this isn't going to be solved in one or two sessions. So I think we're going to be talking about this. And as Caitlin showed at the beginning, we've got several meetings scheduled for this discussion to continue.

One of the only things I can say that I heard today was that the process is probably not new as in an incredibly new idea, but maybe a new process is created to not carry the baggage or carry the restraints of the BTAPPA forward. And maybe there's a new process that's created based on the BTAPPA and other knowledge that's been gained elsewhere. But I think that that's the only thing I've heard really, that it seems like there's going to be a new process based on those. But otherwise, I think a lot of good points have been brought up that need to be ironed out and detailed into an overall process so that we can move forward with this.

Okay, I think we're at time. And again, I think we're going to be talking about this for a few weeks now. So get ready and to think about these things and get into those finer points of what's a parcel transfer or not even sure what we're going to call this. You know, come up with a good name to do, as Rick mentioned earlier, to make sure we get separation between full portfolio moves or involuntary full move, a voluntary full move, and then obviously this parcel for whatever reason. Again, I think there's multiple use cases for it. But get to some thoughts on this and

we'll continue discussion over the next few weeks and hopefully make some good progress. Thanks, everyone. And we'll talk to everyone next week.

[END OF TRANSCRIPTION]