
ICANN Transcription

Transfer Policy Review PDP WG

Tuesday, 10 October 2023 at 16:00 UTC

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DEVAN REED:

Good morning, good afternoon, and good evening. Welcome to the Transfer Policy Review PDP Working group call taking place on 10th of October 2023. For today's, call we do have apologies from Sarah Wyld (RrSG), Jothan Frakes (RrSG), Juan Manuel Rojas (NCSG), Osvaldo Novoa, our Council liaison, Jody Kolker (RrSG), and Raymond Mamattah (At-Large). They have formally assigned Richard Brown (RrSG), Heidi Revels (RrSG), and Christopher Patterson (RrSG) as our alternates for today's call and for the remaining days of absence.

As a reminder, an alternate assignment form must be formalized by way of Google assignment form. The link is available in all meetings' invite emails. Statements of interest must be kept up to date. Does anyone have any updates to share? Please raise your hand or speak up now. All members and alternates will be

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promoted to panelists for today's call. And if you are in the attendees waiting for your promoted, I have sent it to you.

Thank you. Observers will remain as an attendee and will have you access the chat only. Please remember to state your name before speaking for the transcription. And 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 back over to Roger to begin.

ROGER CARNEY:

Great. Thanks, Devan. Not a whole lot to start with here at, just a reminder that our normal Tuesday meeting next week webinar. We'll be actually meeting not the coming Saturday, but the following Saturday. So, still within that same week, but that first Saturday of ICANN78.

We're meeting, I think at 10:30 local time on Saturday. So, no Tuesday meeting, but we'll still plan to meet that Saturday. So, other than that I don't have any other updates. I don't think. But I will open the floor up to any stakeholder groups that have any comments or questions or discussions, they've been having that they want to bring forward to the group. So, I'll open the floor up to anyone. So, Ken please go ahead. Ken your hand was up and then it went away and I didn't hear anything.

KENNETH HERMAN:

Okay. Sorry. I just forgot to unmute.

ROGER CARNEY: No problem.

KENNETH HERMAN: This is Ken. Ken Herman for the record. Thank you very much Roger. Appreciate it. So, I just want to first of all apologize for any noise in the background finding a quiet place in Manhattan is maybe a little difficult. We want to get back about the 30-day notification. I've had some consultations with the noncommercial community. They're generally, would prefer some additional time but the question that was raised that perhaps you can answer is when their days are given is it calendar days or business days? My assumption is calendar days but can you confirm that All indications of days are calendar days.

ROGER CARNEY: No, I think Ken and we'll actually touch on this a little bit later to this specific 30-day ones. But yes, we try to be specific about if it's working or calendar and this is these 30 days a calendar 30 days and if it's in question a lot of times we'll actually put in the hours as well. You know 30 days gets a little big in numbers, but that is 30 calendar days for that instant.

KENNETH HERMAN: Okay. Thank you very much. That was my assumption based upon other policy documents, particularly transfer policy. It mentions days, but sometimes it doesn't specify for a long duration 30 or 60 days. And for shorter durations 5 or 7 generally this indicates calendar days. So, my we can talk about it later but

if we can go to 6 weeks, I think my community would be feel a lot more comfortable and that would be our suggestion.

ROGER CARNEY: Okay. Great. And I again we'll touch on this. We'll run through that recommendation again and I'll make sure to bring that out so, everybody can have a quick discussion on it.

KENNETH HERMAN: Thank you very much.

ROGER CARNEY: Thanks, Ken. Jim, please go ahead.

JAMES GALVIN: Thanks, Roger. Jim Galvin registry stakeholder group for the record. We have had an open question that we had reported a couple of weeks ago. We were waiting for some at least a consensus non-objection point of view from the registry stakeholder group about the TAPA fees I believe. We certainly have talked, we've had some discussion about the two charter questions in I. And so, I think we're prepared to talk more about the details and represent all of that.

I think I didn't solidly say two things. And then we can have more detailed discussion along the way here, as we get into what some of the language looks like, but with fee positions in general, the stakeholder group is as we've been saying all along here prefer to leave it as is with two updates. The notion that, if we're going to

go down the path of there being a trigger for the fee, for transfers, for the bulk transfers that the trigger should remain at 50000 domains, but based on the number leaving the registrar, not the number going into a reg into a registry. And our current preference also includes apportioning that fee based on the domains going into a TLD.

So, that's a solid stakeholder group position. Although we're still open for some discussion here a bit, if there there's room for from other kinds of minor changes. The second thing is about the TAPA and general. The question of whether there should be some scope, be expanded or made uniform, again current position is to leave as is without any ICANN engagement beyond the ARCEP approval, but we are open in this case. I'll put out there that, given that the B TAPA is currently a fast track RCEP.

There is at least some open discussion, an ability to consider adding some additional uniformity about that. And we can wait and have some detailed discussion here about what registrars think would be good for them or not and go from there. So, in summary, generally preferring to leave things as is with the two particular updates with respect to the overall fee structure. So, I think that answers the question. I want to just close our action from that and happy to answer any other questions. If you have any and we can certainly talk more, if we get back into reconciling actual language. Thanks. Great.

ROGER CARNEY:

Thanks for that update, Jim. And yeah, that was the two open questions I think we had. And on the first part, I think that when

we get into that, I think to take a read of it, but I'm pretty sure that matches what you were saying as well. So, I think that's good. And on the second part, I don't know that there's anything specific to that. So, it's open for discussion still. So, thanks for that Jim. Owen, please go ahead.

OWEN SMIGELSKI: Thanks. This is Owen Smigelski for the record. Thanks, Jim for that follow-up. And this is just something I'm saying on myself here without having consulted with the registrars, but that was one of the concerns that I've been raising is that we've been focusing a lot on a single registry involved in these bulk transfers. And quite often, this does not occur in a vacuum. It's 2, 3, 4, 5, 10, 100 registry operators are involved. So, I do agree with the approach of considering all registries and basing it on a per registrar basis on the domains and so, the totals and stuff like that. So, I agree generally although I need to discuss further with my registrar colleagues for what our position on this, but generally I'm supportive of that.

ROGER CARNEY: Thank you. Great. Thanks, Owen. Rick, please go ahead.

RICHARD WILHELM: Thanks, Roger. Richard Wilhelm, registries. most of the feedback there and the feedback that we were really focused on giving there was around the ICANN approved board transfers, but since Jim spoke a little bit about BTAPPA isn't that even though that really wasn't the focus of the feedback, I just wanted to offer one

comment that related to BTAPPA, when we do get into that there is a minor wording change that the registries would like to propose regarding the detailed wording of the BTAPPA stock fast track RCEP, that would be designed to give a little bit more flexibility to all the parties involved and it relates to the wording around, it says a merger or acquisition or something like that. We've talked about that before.

Since that drifted into the conversation I would just want to be clear about our direction on that even though right now we're talking about the other the other topic. Thank you.

ROGER CARNEY:

Great. Thanks, Rick. And I think we'll hit on that specifically to that don't know what we call it, widening or broadening that opening there. So, I think we'll hit on that as well. So, I think that's good. Okay. Anything else before we jump in? Great. Thanks everyone for that. Again, I think we're getting really close here. And to be honest I think we're as close as we get so that we can move on from this, and I think after today we'll be reviewing it in in last minute comments coming in and we'll be on to change your registrant.

So, but no other things to come up. No one else. I think that I will turn this over to Caitlyn and she can run us through the updates and we made several updates from last week's discussion. So, it looks really good. Caitlin, please go ahead.

CAITLIN TUBERGEN: Thank you, Roger. So, the first update that we made from last week's conversation goes into exactly what Jim had spoken to at the beginning of the call. The updates that we made from last week's call are highlighted in yellow per usual. So, we had talked last week about keeping the status quo for now in terms of what the number trigger and the fee were.

So, in the text of preliminary recommendation 1 for full portfolio transfers, we added the language to little [i] that says full domain name portfolio transfer of 50000 or more domain names from one ICANN accredited registrar to another. And then we had also talked about how we had a standalone recommendation about how when there's a full portfolio transfer involving involuntary registrar termination that registries must waive the fee and not limited circumstance. That was a standalone and we had talked about how that really should be added to the first recommendation, which talks about how registries may charge a fee, but in certain cases they must not charge that fee.

And as a reminder to those who may have not been here last week or the week before, that's really in recognition of the fact that when there is an involuntary termination, that means that the registrar is being terminated by ICANN due to a compliance breach of its RAA and that's a circumstance generally where the registry, excuse me, the registrar does not nominate a gaining registrar to receive the names. Isn't responsive to any messages and the contents of that registrar's portfolio are unknown to any registrar that might want to assume those names.

So, in that instance, there would be no fee to take on those names and that's again in recognition of the risk that a gaming registrar

would assume in in taking on those names. So, I'll turn it to you Roger to just see if there's any concerns with these updates on this recommendation.

ROGER CARNEY: Great. Thanks, Caitlin. Any comments? Again, this was edits from last week and maybe even the week before. So, I think mostly here, does it sound right? Does it read right? Do we need to move anything around? I think this hits on what we were talking about but just want to make sure everybody reads it the same way. Rick, please go ahead.

RICHARD WILHELM: This is a stylistic thing. I was thinking, I was wondering if there just the way that this is written, but it's fine. I'll just stop. Thank you. It's fine.

ROGER CARNEY: Great. Thanks, Rick. And I'm glad we're talking about stylistic things at this point because hopefully the substance we all are agreeing on. So, that's good. But yeah, again, if it doesn't quite rewrite or if you stumble over, at once let's make sure we get it so that it makes sense to everybody. Okay. I think we can move ahead on to the next one Caitlin. Oh sorry. Jim, please go ahead. Yeah.

JAMES GALVIN: Jim Calvin again. And I almost hate to ask this question, but I guess for detailed purposes we might as well speaking of style. It says from one ICANN accredited registrar to another ICANN Accredited registrar. Does this allow for it to be split among multiple ICANN accredited registrars or is it really only intended to encompass that one option because the other situation doesn't exist?

ROGER CARNEY: Thanks, Jim. Yeah. And when Caitlin read that, I thought about it too and I had the same question. I'm not sure that it has ever existed, but may maybe staff or someone else that's been part of this. I can't think of where one full portfolio went to multiple, but I can see that it's possible so, I think that's a valid question. Anyone have thoughts on that?

CAITLIN TUBERGEN: Roger, I can quickly speak to that.

ROGER CARNEY: Thanks, Caitlin.

CAITLIN TUBERGEN: I think that's a good point from Jim. In my experience in dealing with these, the overwhelming preference is to move all names to the same registrar and that's in part in recognition of the fact that you might have a registrant that has multiple names registered with that register in different TLDs and that would be confusing to

the customer, but there might be an instance in the future where there might not be a direct match up where a gaming registrar may not offer one of the TLDs that the losing registrar does and for that reason they would split.

Again, I think in terms of the names for each TLD, they would all go to the same gaming registrar, but in the in the event there is a TLD not supported or there isn't a registrar that happens to offer the same slate of names that the terminating registrar does or the losing, we could add an s in parenthesis to account for that kind of scenario just in case.

ROGER CARNEY:

Great. Thanks, Caitlin. And that was the one thing I thought of as well is, if the losing register has 60 TLDs and 59 of them can be moved to 1 and one has to go to another then the language should support it.

JAMES GALVIN:

So, I'll just acknowledge that I would offer that Caitlin's suggestion very much support that. And on behalf of registries, we'd consider that a friendly amendment and if no one objects would really like to see that. Thanks.

ROGER CARNEY:

Great. Thanks, Jim. Okay, great. Again, I'm glad that we're at this cleanup spot. So Caitlin, I think you can go ahead and move on.

CAITLIN TUBERGEN: Thanks, Roger. So, we had one other change to the recommendations around full portfolio transfers from last week. This was a comment, I think from one of the registries wrapped about how in our recommendation language we should make clear that the fee and then domain name trigger are status quo. So, we're actually retaining what's currently in the policy.

The way it had been previously worded it sounded like that was a change, but it's really just a confirmation. So, now the language here or the updated language reads that the working group recommends retaining both the current minimum number of domain names that trigger the fee at 50000 names and the current price ceiling of \$50000. So, I'll turn it to Roger to see if that addresses the comments from last week.

ROGER CARNEY: Great. Thanks, Caitlin. Yeah. And I want to thank Rick for suggesting that this be updated this way because I think it is more reflective of what we're doing and how we settled on it actually. So, I think it's great. That it's worded this way. So, again I think substance, we all nailed down that over the last few weeks, but if there's something here that reads wrong or you're disagreeing with the substance that's good. It's good to know now. So, by Rick, please go ahead.

RICHARD WILHELM: Rick Wilhelm, one I agree with the substance. Thank you for that, my question is actually about the second to last line where it says,

must be apportioned there maybe this is in a subsequent slide that Caitlin's going to flip to, but it I think it would be good for the working group to talk about how that is going to be done because their registries aren't going to be their ROs are going to be able to do that. So, thank you.

ROGER CARNEY:

Great. Thanks, Rick. And we will touch on that. And I don't know. And maybe that's something we can reference here even as to see rec x for that, but yeah, we will be talking about that. Thanks, Rick. Okay. Was there any other comment on that? No. It's not on the screen, but I think we can go ahead Caitlin if you want to move on to the next one.

CAITLIN TUBERGEN:

Thanks, Roger. I just quickly flipped back to the language that we went over last time. Which is about how that apportionment happens. And I encourage everyone to go back and look at these to see if it's okay, but essentially the way that we had discussed this happening is that, Once the transfers take place the reg the affected registry operators would notify ICANN how many names were transferred And then ICANN org would then notify all affected registry operators with those percentages so that the registry operator would then be able to charge that percentage of \$50000 for that transfer and then of course, if a registry operator chose to waive that fee, the percentage that a registry can charge would still be the same.

In other words, they can't charge more just because some registry chose not to charge the fee, that sounded very complicated, but in the working document there's also some footnotes that we added to explain what that could look like. And granted the example that we used involves I think two registry operators. So, it's not as complicated as it would be if there's 38 TLDs involved. But nevertheless, those recommendations are something that we discussed and there weren't any comments on those at least last week, but I'm going to turn it back over to Roger because I see Ken is raising his hand.

ROGER CARNEY: Great. Thanks, Caitlin. And thanks for pulling that up. So, Ken, please go ahead. Thanks.

KENNETH HERMAN: Thanks, Roger. Just a little bit outside my area obviously, but I'm mystified by this a little bit because, at some point I remember hearing that registry operators would need to provide some quotation as to how much it's going to cost in order to do the certain names that have been presented to them without knowing up ahead of time it's not clear to me. How these will be adjusted. Will they just say regardless of how much you expected to charge that you're going to have to move a portion the \$50000 accordingly happens if a register was only going to charge a few \$1000 and now they're being asked to pony up some more. So, unless ICANN is getting involved more ahead of time in the process, I'm a little confused as to how this is going to work and I have feeling that that confusion will manifest itself once a policy

like this gets put in place. So, I'm interested to hear how that would work in practice. Thank you.

ROGER CARNEY: Thanks, Ken. And I think that we had talked through several weeks ago about, if someone if a registry operator decides to waive the fee that doesn't change it, but I had never I don't think we ever talked about if that fee was actually lower than their portioned fee if they would have charged lower. That's an interesting issue. Jim, please go ahead.

JAMES GALVIN: Thanks, Roger. Sorry to jump in, but maybe I can help a bit in your response here. I believe what he's doing is confusing voluntary and involuntary transfers. It's the voluntary transfers where the fee and to BTAPPA situation is set by the registry. Involuntary transfers is what we're talking about here and the fee is fixed. It's set 50,000. And that's against 50000 or more domains that move. So, these recommendations only apply in that situation. And I believe that's correct. Thanks.

ROGER CARNEY: Great. Thanks for that Jim. Yes. And thanks for jogging my memory as well. So, to your point in in check-in. So, when it's a registrar initiated. so, when they're choosing to do a move or a partial move whatever it is, it's the registry's discretion to charge what they want. And they obviously, and we have some low well I think we hit on. We have some recommendations around that

saying obviously they have to make that aware before the transfer occurs and things out like. Rick, please go ahead.

RICHARD WILHELM: I think we're getting double confused. There is full portfolio transfers, which are what we're talking about now. We're not talking about partial portfolio correct. These are full portfolio transfers. When you've got a full portfolio and I say this is my own face full portfolio transfers are two kinds. Involuntary when there's de-accreditation involved for whatever reason and there's voluntary when there's portfolio consolidation happening. We just got through when there's involuntary ones where we're talking about you're not going to be charging fees and waiving fees and things like that.

When there's voluntary let's say that Owen happens to be up on my screen. I can see his drawing. Owen is deciding the powers to be at Owen ville are designed to consolidate credentials and they want to do that because of whatever they've done. Those are voluntary portfolio transfers. There's a current thing under Part 1 B that says that if it's greater than 50000 names you're able to do \$50000. If it's less than 50000 names it's gratis. Right? This is those kinds of things. Right? And in under those things, it's now going to be apportioned. The BTAPA thing which is partial portfolio it's a completely separate discussion that we're going to be having in the future. Right?

ROGER CARNEY: Correct. Yes. Yeah.

RICHARD WILHELM: Okay. So, it's hard because there's a lot of this stuff. We just got to keep them segmented here and so, in regards to so, in the in the voluntary transfers they can't charge what they want. They're limited to this \$50000 limit but we're changing the way that \$50000 limit works because before It was zero, unless you got to 50000 names. Now it's still zero unless you got it. It's 50000 names per TLD. Now it's zero unless you get to 50000 names within the registrar portfolio, but then it doesn't all go to any one registry. It gets a portion among all the registries that are involved.

ROGER CARNEY: And that's for voluntary full transfers.

RICHARD WILHELM: Voluntary full transfers when Owen or any of them or Jody wants to move their credentials around for whatever reason that they seek to do it.

ROGER CARNEY: Right. And again, that's still a May the registry operator doesn't have to charge.

RICHARD WILHELM: May. Correct. So, for example if let's say that I've got a bunch of at PIR, we've got org charity gives blah blah blah. And let's say that Owen wants to move with some credentials and he's got two names and dot gives hypothetically and that turns out to be 7¢.

By the way this \$50000 gets about it. I'm like oh and I'm not going to invoice you 7¢ for that. I'm going to waive that one. Right. But then that doesn't mean that that 7¢ would flow back into the pot that Jim could charge that much more for dot info.

ROGER CARNEY: Right. Exactly.

RICHARD WILHELM: Yeah. That's what the top part of the slide says. Thank you. Yes. I'll stop.

ROGER CARNEY: Hopefully that's clear. And again, it's a few variables you got to keep in mind. Full partial, voluntary, involuntary and obviously it's a registry's discretion to wave or not. Okay great. I think Caitlin You're up.

CAITLIN TUBERGEN: Thanks, Roger. I'm going to get back to where we were. So, again this was the recommendation about keeping what's currently in the transfer policy. More than 50000 names no more than \$50000. The difference being that Rick just explained is in the current language there's a note that the registry will charge \$50000. It doesn't say anything about apportionment. And now that we're in a domain name landscape where there could be a lot of TLDs involved if all of them were to charge \$50000 that fee would accelerate really quickly. So, that is the big change here is

that it's still \$50000 but it could be a portion based on that impacted registries here.

So, with that being said and after Rick's great explanation of the difference between what we're talking about, we're going to move on to the second charter question which is about partial portfolio transfers or what we've been referring to as a change of sponsorship. So, this is outside of the ICANN approved transfer. This is a service that some registries offer and they get accredited through the RCEP to offer this service. It's not currently part of the transfer policy, but one of the charter questions was for the group to look should it become part of the transfer policy and if so, or if not, what are some changes that could be looked at with the BTAPPA.

So, with that being said we have some changes resulting from last week's call. And the first is actually I believe what Rick may have touched on at the beginning of the call. So, when we first spoke about this topic many weeks ago, I think it was Theo had said, one of the situations that's quite common is when a reseller moves its names from one registrar to another, for whatever reason. It might be because of a data protection thing. It might be for whatever reason they're moving their names. And this wouldn't implicate a full portfolio transfer because a reseller doesn't typically have all of the names that a registrar has under management so, just a partial portfolio.

So, in recognition of that, the draft language that we updated in the draft transfer policy was to account for a new scenario, which is circumstances where an agent of the registrar such as a reseller or service provider elects to transfer its portfolio of domain names

to a new gaining registrar and the registration agreement explicitly permits this for.

At the time that we had talked about adding this scenario to the BTAPPA, there wasn't any disagreement and this language has been sitting in the updated text for a while but we just wanted to call it back to everyone's attention to ensure that this correctly captures what the group had in mind and at this point in the process it seems that this would be an update to the BTAPPA boiler plate rather than an update to the transfer policy. But I'm not sure that we've officially landed on that, but nevertheless we want to make sure that this captures what the group had in mind. So, I will turn it back over to Roger.

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

THEO GEURTS: Thanks. And this is Theo for the record. So, a quick question. And it's at the end, the registration agreement explicitly permits the transfer. Is that the losing registrar's agreement or the agreement of the gaining registrar? And to add on to it if it's the losing registrar's agreement who can explicitly permit the transfer, then we're going to have a problem. Thanks.

ROGER CARNEY: Thanks, Theo. As I read this, I'm thinking it's actually the losing registrar would have to allow that the transfer go out, but that's an

interesting point because now I see I see what Theo's going to say here. So, but anyway Rick, please go ahead.

RICHARD WILHELM:

The way that I'm familiar with these working in the real world is that the gaining and the losing registrar come to an agreement about these names being moved and then that comes to the registry because remember the way this is designed the BTAPPA is designed. It's a partial portfolio acquisition. So, there's usually some consideration that's being given by the gaining registrar to the losing registrar. So, it's a different situation than when the registrant is transferring out. And we're talking about what we would call name portability for the registrant. We could where the registrant is making.

So, they the reseller there is moving their moving their business. And so, BTAPPA was conceived as the partial portfolio where you're acquiring the portfolio from losing registrar. And so, it works differently. So, there was some sort of a consideration. It was expected that there'd be some sort of a consideration given. So, yes there is an element of losing registrar permission consent that is contemplated in the concept of BTAPPA.

So, that agreement comes to the to the registry that registry that that agreement has all sorts of things. For example, it would have a rapid war represent patient in warrant or rep in warrant as an attorney would say that these other things like the last line that the registration agreement completely permits the transfer like the registry operator isn't checking that stuff. The registrars are both wrapping that they've done things like given the notices that are

expected and that their agreements permit the things that are needed and all that sort of stuff. And they present that thing to the to the registry and then the registry goes ahead and takes a quote unquote takes a spreadsheet turns the crank and makes the things happen, but yes, there is some consideration given. Thank you.

ROGER CARNEY:

Great. Thanks, Rick. I think that the reason to oh, I'll let Theo talk here in a minute but I think the reason he brought it up is because in today's BTAPPA, but that would be true that generally there's some consideration, but when we add this clause, the losing registrar may not be part of that equation. At least not willingly So, but anyway I'll let Theo talk. Theo, please go ahead.

THEO GEURTS:

So, what Rick describes that is basically the process there. And there is agreement amongst ourselves be it the losing or the gaining registrar. And you just got to wonder if we come up with language like this. If that is not going to backfire at some point and I'm also a little bit hesitant about when talking about registration agreement, what actually prevails in very legal situations when there's a dispute, is it the reseller Registration agreement or is it the registrar agreement? I mean, that is a whole can of worms there. I'm just giving out a little bit of a red flag here. I don't know what to do with it but I can see it end up at some nasty situation. Thanks.

ROGER CARNEY: Thanks, Theo. Yeah. And that's an interesting twist you through there on the end. Is that reseller agreement with losing registrar or is that the registrar agreement? And then and I think this originally came up in the sense that it was the registrant would be made aware in their agreement that that could possibly happen. Sort of like when you mortgage or whatever could be transferred somewhere. You'd be you're aware of that upfront, but anyway, Volker go ahead.

VOLKER GREIMANN: Yes. Just to expand on that maybe, a lot of our resellers have language in their agreements that allows them to make any decisions necessary regarding the management of the domain name on behalf of the customer, if that is the interest of the customer. The customer agrees to that and that we usually see that as including the advanced consent of the registrant to any actions that the reseller may have simply because of the fact that the reseller must do all kinds of stuff like updates to registration data, that is ordered by the registrant even though we do not have the direct contact with our web registrant and the same to be applied to transfers obviously.

That's similar to the designated agent specific designation where basically a reseller can have explicitly in its contracts that they may transfer your domain from one registrar to another registrar. Usually that is that includes the notification of the registrar in case that happens, but this then made more difficult because BTAPPA obviously does not apply to such cases and then solutions must be found to enable such a transfer either out or in and that is what we are looking for.

At least I'm looking for to fix in this situation because the reseller does not really have a role under ICANN policy, but agents of the registrant do. And it can be argued that the resellers one such agent if they have back in the past day where they're trying transfer contact or admin contact and similarly where somebody acts on behalf of the registrar with the full power of attorney or limited power of attorney regarding that management of that domain name then we should allow such transfers and have a policy for that. If that's BTAPPA or anything else I'm not sure it probably would need some renaming because it's no portfolio acquisition but yeah that's at least my concern. Thank you.

ROGER CARNEY:

Great. Thanks, Volker. And again, as the discussion goes on and I reread this multiple time. I still think I stick with the it's the losing registrar and again I think it's the registration agreement. And if that's presented by the reseller or whoever I don't think that matters. Just that registration agreement to the registrant has to explicitly allow this just so, that the registrants aware that this can actually happen to them and again a lot of them won't know or whatever but those few that will it should it should be noticed anyway that this is what it is. Volker, your hands still up, is that a new one? Old one?

VOLKER GREIMANN:

Very old.

ROGER CARNEY:

Okay. Thank you. Berry, please go ahead.

BERRY COBB: Thank you, Roger. Berry Cobb for the record. I am glad that Theo picked up on the confusion here because now I'm even confused and the current text, if it were to traverse the council board and org goes implement it, then the IRT is going to be confused. So without a doubt we need to be very precise and specific on this last part of the recommendation text, but I do have a general question because I definitely agree with the line that's being drawn here about what is contained within the agreements that ICANN is in a position to enforce versus these other aspects.

When we get in involved into resellers, but whether it's the losing register losing registrar registration or I'm sorry the losing registrar agreement or the gaining registrar agreement or a registry agreement, I don't ever know. I don't ever recall seeing that any of those explicitly prohibits the transfer of domains. So, now I'm starting to wonder is and the registration agreement explicitly permit the transfer? Is that even necessary? Because I'm getting confused.

ROGER CARNEY: Great. Thanks, Berry. Yeah. And I agree. I think that when we are looking at this and we've talked about it for months now and we have questions on it obviously we need to get cleaned up. And again, it's a good point Berry, I don't know. And we talked about this now many weeks ago about this being part of this so, I think that getting the clarity on it. And if it's even needed it is a good point. So, Theo, please go ahead.

THEO GEURTS: I think this goes back to the question. What are we actually trying to solve here? Thanks.

ROGER CARNEY: Great. Thanks, Theo. And I think and again I think I the discussion I remember is just making sure the registrants are aware of this possibility. And again, to Barry's point, today it's not prohibited either so, I don't know, but Volker please go ahead.

VOLKER GREIMANN: Just one question. It says states here that it's an agent of the registrar such as a reseller or a service provider. I would put that on the registrant. The third party that requests or the transfer is all is elected by the agent of the registrant not the registrar because you could see the reseller in both positions. On one hand he's an agent of the registrar when he's dealing with us but he's also an agent of the registrar when seeing with the registrant. So, if you look at the logic of the entire structure where reseller elects to switch from one registrar to another, then it's usually them acting as an agent of the registrant and not as an agent of the registrar who probably might not even have an interest in losing those domain names. Thank you.

ROGER CARNEY: Thanks, Volker. Any other comments on this? Obviously, we're struggling with this one compared to the other ones and I think it's

not that we don't want to expand it, but getting the wording correctly. So, Caitlin please go ahead.

CAITLIN TUBERGEN: Thanks, Roger. And this may have been a misunderstanding of support staff when drafting this, but my understanding was currently if a reseller wants to change the register it works with, all of these transfers have to be done manually one by one and some of the registrar reps in this group said We should expand the BTAPPA to allow for this to happen in a bulk scenario where all of the names can move and it's allowable under the BTAPPA which it currently isn't. At least that's what we understood. If that's not correct are not written, for the folks who would like to see the BTAPPA expanded to allow for something that it currently doesn't allow for, we need you to provide feedback on how it could be worded correctly. Otherwise, we can just kill this one.

ROGER CARNEY: Thanks, Caitlin. And again, I think everybody even Rick brought it up at the beginning. I think everybody agrees with the idea of expanding that. I think we just have to be careful on the words we're using and maybe Theo and Volker any of you guys can come up with some wording to improve it so that it makes it easier to read for everyone else who is going to read this later because I mean once we get to it we have to make sure that it makes sense for someone that's just reading it for the first time. So, Rick, please go ahead.

RICHARD WILHELM: Thanks, Roger. And the point that I have is really anchored around the current wording which when folks look at it, implies that a the fast track wording implies that a registry is not allowed to do a BTAPPA unless there is a merger acquisition or similar and it read that if you really want to do a very rigorous reading it almost implies that quote unquote Owen has to have some sort of and M and A agreement with Jody to buy something as opposed of them just doing a contract And so, the concern that comes about sometimes is that like well are we able even though a registry and a registrar and a registrar want to do something that they might be running afoul of their BTAPPA or RCEP even though everybody's perfectly agreeable.

And so, what I'm trying to get, I should say what we're trying to talk about is just pry open enough such that when everybody is agreeable that, there's no doubt that the current BTAPPA boiler plate RCEP language that allows a perfectly agreeable Owen, a perfectly agreeable to Jody and a perfectly agreeable Rick to do what they want to do underneath the RCEP, not to have a situation where an unagreeable Jody and an agreeable Rick and an unagreeable Owen are trying to jam Jody into something. Is that hopefully that's helpful. Thank you.

ROGER CARNEY: Thanks, Rick. Volker, please go ahead.

VOLKER GREIMANN: Yes. And to that first we have done BTAPPA before where we basically signed an agreement with the losing registrar that we

would buy the rights to manage a portfolio and before that of a certain customer of that registrant and therefore it was a portfolio acquisition. And therefore, it was granted by the registry so this is a scenario that we have done in the past but that may not always fit or be possible.

As to the language, I would probably just expand on it from the section where it says when an agent of the registrant such as the reseller service provider acting on under the authority or on behalf of the registrant elects to transfer its portfolio of domain names managed with the losing registrar to a new gaining registrar. And this is expressly permitted because obviously the registrar needs to have permitted this previously by agreeing to the registering agreement.

I would be hard pressed to lose that last line but I think we should make sure that it has language in there that basically states that this is the portfolio managed by such a service provider such an agent added the registrar that is losing those domain names and is going to be transferred as a whole portfolio over. That essentially says that were previously only entire portfolios were able to be merged.

This is a partial portfolio transfer for that registrar, but a full portfolio transfers still for that reseller or agent. And by including that language referring to the agent of the registrant, we do not actually manifest the reseller or service provider as such but rather just declaring to clear him to be an agent of the registrant. And I think in that functionality, this is still a transfer on behalf of the registrant therefore part of the normal transfer process to recommend such a change. Thank you.

ROGER CARNEY:

Great. Thanks, Volker. When you talk about the registrant, I wonder if we can update include circumstances where an agent of the registrar or registrant such as a reseller service provider elects to transfer. Then that way it still includes, again, maybe I mean I think the registrant does make sense there but I'm just trying to think of if there's other ones that would apply and that's the only reason I leave the registrar in there. And on the last part the registration agreement explicitly permitting. Again, it doesn't have to be in there and to Berry's comment, it doesn't explicitly say you can't, but again, I go back to the mortgage idea of when sign a mortgage in the US, when you sign a mortgage, you are told that the company that's backing you could sell it to some other company.

And again, it doesn't explicitly say they can't and never did that. But it's just so, that the purchaser is aware that it could be moved elsewhere. And again, here the registrar would be made aware that it could be moved elsewhere. Is it absolutely needed? Probably not. It just allows the registrar to be more informed maybe. Just my thoughts. Okay. Again, I think everybody likes the concept of expanding this to include this so that as Rick mentioned is where everybody's agreeing that it shouldn't be stopped.

So, I think that the premise is good. It's just getting the worrying down so, we can get it so, that everyone can make sense out of it. So, and Volker you had some good language that I didn't follow because I can't picture in my head in between the two last commas here. So, if you can provide that or if staff can grab that

actually and maybe we can take a look at that. So. Okay. Any other comments or questions? Okay. Again, I think Richard Wilhelm makes sense, it just needs to have some wording added to it. So, Caitlin, you can take us to the next one.

CAITLIN TUBERGEN: Thanks, Roger. You might remember that last week Sarah had made a suggestion and this was about the timing of the notice that registrars need to provide to registrants who are affected by this partial portfolio transfer. It used to say, no less than 30 days. Sarah had suggested that we update the language to parallel what's currently in the expired registration recovery policy.

There's a notice required approximately one month before a domain name expires. And so, we updated the language from 30 days to approximately one month. And you'll notice that the asterisk leads down to that bullet at the bottom of the slide which again is language that is provided directly from the ERRP and says the working group recognizes that some flexibility is required in the timing of change of sponsorship notifications. As such one month should be treated as no less than 26 and no more than 35 days. Also, a comment from last week which is a registrar is not precluded from sending additional notifications earlier or later than this required one-month notification. So, we just wanted to see if that aligns with what the group had agreed to last week. So, I'll turn it back over to Roger.

ROGER CARNEY: Thanks, Catilin. And I think and Ken can jump in here if I'm wrong or not, but I think this is what Ken was mentioning earlier that Could this be 45 days? Six weeks he suggested 45 days. Does that make sense? Is anybody opposed to that? Is anybody opposed to this new language approximately one month? Again, this matching other policies. So, I think that makes sense, but thoughts on is one month correct here. If I remember right, I think Rick told us in BTAPPA that it's currently 15 days. So, one month is doubling that but it does it make sense to increase that to 45 or is one month good? And again, obviously the footnote here is saying more notices can be sent, but at least this one has to be sent. So, thoughts on this. Ken, please go ahead.

KENNETH HERMAN: Thanks. Thanks, Roger. And I appreciate you bringing this up. And as I've just wrote in the chat, no less than certainly no less than 30 calendar days but I'm just wondering I mean, is there a constraint for the registrars that they really do have to move quickly? And 26 days is not a lot of time. It's calendar days so, it's really much fewer business days. I'm conscious of the fact that to initiate a transfer, registrars are and they have to respond within I think it's five days something of that nature but they're going to be busy.

And so, getting response from registrars might not be that as quick as we would like and, in any event, some of our organizations are really not that sophisticated. When it comes to this, they're going to get the notice and wonder what does this have to figure out what's happening and if they can really live with the change. So, but my big question really has to do with the

what's the rush? And if we can stretch it a little bit it would be make our lives a little easier. Thanks so, much.

ROGER CARNEY: Great. Thanks Ken. And one thing I noticed, we should probably add in calendar in here. But Caitlin please go ahead.

CAITLIN TUBERGEN: Thanks, Roger. I just wanted to provide a little extra context here to Ken. Currently the requirement for the BTAPPA is 15 days and the group had thought that was too short and thought that 30 days corresponds to some of the requirements from the group's work in the group 1a topic about when domain names need to be locked. And so, it thought that for consistency sake, 30 days would be appropriate, but if others are amenable to it being 45 days to add another two weeks, then we're happy to update that. But it's there seemed to be a convergence around one month being the appropriate amount of time for this type of notice.

ROGER CARNEY: Great. Thanks, Catilin. And to Ken's question on speed or priority or however you want to say it. You know a lot of these take several months to get to this spot to begin with, the negotiation between losing and gaining and whoever's doing it to begin with. I don't know. We did talk about over the last couple of weeks. should there be flexibility built in that it could be potentially less in emergency scenarios? I know how we left those discussions was this is these are voluntary negotiated transfers so emergency doesn't seem to fit that. And maybe sometime we will find one

and some things will have to be accommodated for but when we talked about it, we just didn't find a way that emergency fit in here.

So, the urgency here, I don't know there that exists again. I think this is a fairly long process and this is just knowing the in process of it. The one big concern here I think that the group talked about was the flexibility of saying hey in 30 days this is going to happen and that was a little bit concerning because things will pop up and for whatever reason so, that transfer has to take half in the next day. And we don't want to break that. So, the approximate or up to as Ken suggested was what Sarah suggested to solve that issue. But again 45, I don't know if we have any objections to that or not. Steiner, please go ahead.

STEINAR GRØTTERØD: Hi, this is Steiner for the record. I'm don't have any particular view on the number of days, but my understanding is first of all is the BTAPPA is something that has not been initiated by the registrant. Is this something that has been initiated by the registrant reseller or the agent of the registrant. Hence, I also understand that there is no requirement to get individual acceptance from the registrant for in the BTAPPA situation, but there is at least know a proposal to inform the registrant that this is going to happen and further on, there's a change of sponsorship. There is no change of the life cycle of the domain name. There is no change or the status of the domain name etcetera is purely not that purely is not a good word but it is a change of sponsorship. So, maybe having that into mind when we put the number of days into that but the at least in my view I don't have any particular days to offer so, to speak. Thank you.

ROGER CARNEY: Thanks, Steiner. Yeah. And again, this is This is a carryover from the current BTAPPA of template language. Again, as Caitlin mentioned it was 15 days in there and we've expanded it to 30 as a notification. And obviously some as Steiner just describe, there's not going to be much change to the registrar. Maybe, and again, I'm going to say maybe because I don't know specifically if it will or not. But the credit card charge might show up as a different name. So, it'd be good that they know about those things. So, that they're aware and other things maybe they get an email from somebody else now instead. So, one of those things that notification seems appropriate. Again, nothing's going to change from the registrant standpoint of use or anything like that. But at least they'll know if the smaller details change like that. So, Catherine, please go ahead.

CATHERINE MERDINGER: Thanks. Catherine Mertinger for the record. I think one month makes sense, it is the right number of days. It's not a number of days, but what I mean, I think 45 is too long. I'm thinking lots of registrars who are doing this will provide multiple notifications to them to remind them. Hey. This is happening. It's happening in five days. It's happening in 15 days. It's happening 45 days etcetera, but I think if you, at the bare minimum only notified them 45 days in advance.

I think that's too long. I think it's like some oh that's a month and a half away, I don't need to think about it and by the time it happens I've forgotten. By the time again I get charged, I'm like who is

this? I'm disputing this charge now because I don't recognize this name and whatnot. So, I think one month out is probably a good spot. I think that's possibly likely why they picked 15, maybe is for that close proximity. This is happening soon and will impact you. And then I think lots of registrars or resellers would I guess its resellers, they would notify their customers potentially more frequently if it was going to impact how they operated. Yes, that's it. Thanks.

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

THEO GEURTS: Not to be cynical here, but I don't really have a preference on a one month of for 45 days, but the reality is of course, having done a couple of them at least more than a couple, when it comes to resellers in combination with registrants, Volker has mentioned this also in previous calls. You send a notification on the resale send a notification and most people do not care. I mean they never had a choice for that registrar anyways. They went for the reseller because of this this and this and this and this. And who the underlying technology provider, that is sort of not important for them. I mean its coffee machine at the office the registrants don't care what kind of coffee machine the reseller uses. I mean that that is basically what we are talking about here. The majority of people do not read this. Thanks.

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

VOLKER GREIMANN: Absolutely correct. I think Theo summarized most of what I was trying to say so, I'm not going to repeat that. Just in many cases the impact on the registrant is zero. The messages that we are sending out that something is happening to the domain name, will usually create more confusion on behalf on the side of the registrar because they feel what's happening to my domain. Something's happening.

Do I have to do something? No. It's still going to be with that reseller in your manageable through that portal. It's just that the back end that the reseller uses, is going to be a different one. Your provider is going to be the same. Nothing will change and you can write that ten times in that email and so, people will get it wrong. So yeah. Usually, the impact is zero for those customers in that specific scenario, where the reseller is changing the main name to be portfolio from one register to another. Just wanted to make that point here.

ROGER CARNEY: Great. Thanks, Volker. Rick, please go ahead.

RICHARD WILHELM: Having gone through this as an end user recently, I can tell you that I was much more concerned that was happening to my web hosting package and my website builder than I was with my domain name. Thank you.

ROGER CARNEY: Thanks, Rick. Ken, please go ahead. Okay.

KENNETH HERMAN: Thanks, Roger, and thanks everybody for the input. I just want to say thank you for all the input. Some of the community members in noncommercial they do have sensitivities regarding where their registration sits. I know that it's very few and so, the vast majority of people probably are not going to notice any difference. I think there might be some sensitivity if that fees begin to change. I know that registrars charge different fees at different times, but if that's not really effective here then fine. I would just plead for people, I know too much time is not helpful, but you do have to give people time to digest what's happening and sometimes there are sensitive things, but most of all thanks so much for [01:08:16 - inaudible].

ROGER CARNEY: All right. Thanks, Ken. Any other comments here? Okay. So, for what I've heard is let's go ahead and leave this as it is, but I want everybody to think about it is that 45 days and then I'll bring up that Catherine talks about. Is that too much time? If we do that, is there multiple notices? And then and then you get into is that too much? So, I think that we had to be careful there. And the other thought I had on the 45 days is when you're trying to time no matter whether there's a release or whatever a transfer like this so, the more the further away from it the less accurate it's going to be probably.

So, if you say it's going to happen in 45 days there's a bigger chance of changes that'll impact you on that day. So, again just something else there to throw on top of what Catherine was saying about it will people just forget about it as well, but that everyone, give it some thought. I think we'll leave it here as it is now but give it to thought if it can be expanded or if again if it should just stay for those reasons and for other reasons. So, Okay I think we can go ahead and move to the next one Caitlin.

CAITLIN TUBERGEN:

Thanks, Roger. So, we just have two more recommendations to go over for BTAPPA. As a reminder, I think it was Theo who had mentioned that even in the midst of a BTAPPA transfer, there are some means that will remain with the losing registrar. In particular those names that are locked due to pending proceedings. And so, we just added a rationale here noting that generally speaking the majority of locks including registrar applied locks and EPP lock statuses, will remain in place even following the change of sponsorship or BTAPPA scenario.

However, domain names with locks applied as a result of the above specifically named dispute proceedings or court orders, involve jurisdictional challenges and accordingly, those names will not be transferred to the gaming registrar. We just wanted to make sure that the explanation in the rationale matched what the group had discussed last week.

ROGER CARNEY: Great. Thanks, Catilin. Any comments on this? Okay. I think these matches what we were talking about. Theo, please go ahead.

THEO GEURTS: So, well I'll agree. This is what we sort of want as a working group. I do want to point out that it is going to be, I guess somewhat problematic figuring this all out but I guess that is part of the game here, but I sort of realized that figuring that out is going to be an operational challenge, but it needs to be done anyways because the UEIP rules are fairly strict and we can't make any changes to the WHOIS anyways. So, yeah still operational challenge, but I think we landed what we wanted.

ROGER CARNEY: Great. Thanks, Neil. And I think you were one of the ones I've described this weeks ago and others. Most of the work of a transfer like this occurs ahead of time. Excuse me. And as Theo just mentioned, there's going to be some operational issues and that work ahead of time is what's going to catch these. Okay. That this subset can't transfer because of these proceedings or active bottom and things like that. So, I think it's one of those where that that pre-planning takes a lot longer than this actual work of a move. So, Berry, please go ahead.

BERRY COBB: Thank you, Roger. Berry Cobb. I had the same question when I was reviewing through this text and it made me wonder what actually occurs in the marketplace today. And I mean granted

their, what, 35100 approximately UDRPs in a year. So, we're talking a very small segment maybe a little bit larger of a footprint if we're talking about court orders and some of those aspects, but I am just curious and nobody needs to answer this, but to Theo's point that this is going to pose operational challenges. Aren't they operational challenges today? Because the change here isn't that significant but at the end of the day the rule is being enforced. If these particular domains can't be transferred due to x y and z, then what does this change do to make that more challenging than what we already face today? Thank you.

ROGER CARNEY:

Great. Thanks, Berry. And again, I don't know that this makes it more challenging. It just makes stating this and being clear about it. It hopefully makes it maybe a little less challenging for identification, but the work to account for these things I think is what Theo is saying is going to be more challenging, but again more than today, you still have to account for these today. So, Rick, please go ahead.

RICHARD WILHELM:

I was actually thinking the same thing on the lines as Berry here. Yes. And what Berry's point was, we don't have to say anywhere that things for example, that in the law your contracts have to be legal. You don't have say and that your contract has to file the law, the law always supersedes the contract and we don't need to say anywhere in our policy that UDRP or a court order or URS would supersede what we're doing here. And so, I think that we might be getting ourselves into a corner by trying to make a listing

of all the things that may get in the way of this, and we should just say it I don't even think we need to say anything here. Or that's something to consider. Thank you.

ROGER CARNEY: Thanks, Rick. Volker, please go ahead.

VOLKER GREIMANN: Yes. I was just thinking that in current cases where registrar is losing the accreditation or giving up his accreditation transferring out, I'm not quite certain what happens then when a UDRP lock domain exists. Is he prevented from basically terminating his business and his accreditation for the duration of the UDP or is there the possibility to have a transfer. So, it would be probably helpful to know what happens in these, given those edge cases but nonetheless they might exist. What would happen in such a case where a domain is mandated to be locked but the registrar ceases to exist in due course and therefore the accreditation as well. What happens?

ROGER CARNEY: Great. Thanks, Volker. And I'll let someone from my end talk specifically but again those involuntary options leave less room for the flexibility here. And as you mentioned we are talking about edge cases the number of domains usually get moved around in a year. And the number that are under these types of locks is pretty minimal. If a registrar is gone and there's two of the domains there have UDRP on them. I can't say that I've seen it, but I

assume that those will move, but maybe someone from staff can tell us that sure or not. Theo, please go ahead.

THEO GEURTS:

So, a couple of things here. What Volker is touching upon is another can of worms, but I don't think that is applicable to this partial portfolio transfer charter question that we are talking about. Secondly having done a whole bunch of these for DOTNL, and I these partial portfolio transfers. There is absolutely no issue there because the registry deals with all the UDRPs there. So, it doesn't really matter where that domain resides. I mean So, there is no issue for that ccTLD.

So, I'm leaning strongly towards what Rick just mentioned, that we just remove all that language that sort of gets us into a situation where we hit all kinds of stuff that we already need to do anyways bylaw. So, there's already redundant language. And sort of focus more on the on what we're trying to achieve here. And I think what we are trying to achieve here is that there are no changes to the locks or the EPP statuses because that could be somewhat of a disaster if that happens for several reasons' operational reasons, but also when you're talking about cybercrime, I mean register a suspends a whole bunch of domain names and then a BTAPPA happens and then suddenly all these domain names become active again. With phishing that is definitely what we not want as a community. So, I think the focus needs to remain on that the all the statuses under my name remain unchanged same with the expiry name. Thanks.

ROGER CARNEY: Thanks, Theo. So, are you suggesting possibly the rationale as more of the recommendation and as Berry put in chat maybe the recommendation that's on the screen now is more of a confirmation statement.

THEO GEURTS: Yeah, maybe. Yeah.

ROGER CARNEY: Something to think about it again. we'll look at this. Okay. Any other comments on this? We have one more to get to and we're starting to run out of time. Caitlin, I think you can take us to the last one then.

CAITLIN TUBERGEN: Thanks, Roger. And this is a follow on to the previous recommendation, but also just a discussion from last week, which is what happens when names are transferred as a result of a BTAPPA. Does that 30-day lock apply since it's obviously an inter register transfers implicated here. And the working group discussed that last weekend said in these cases, that lock should not apply because this was not a registrant-initiated transfer.

It was a registrar-initiated transfer. And so, let's say that the doesn't see that 30-day notice and doesn't want their name housed at the new registrar, they should have the ability to transfer their name before that 30-day period concludes. So, this would be an exception to that 30 day inter registrar transfer. So, support staff wrote that up and again noted in the rationale that it's

not a typical inter registrar transfer because it's not registrar initiated. So, there would be an exception to that standard 30-day post into registrar transfer lock rule.

ROGER CARNEY: Great. Thanks, Catilin. Any comments on this one? Again, I think this is clarifying and making sure that we don't start triggering things that weren't intended to. So, Theo, please go ahead.

THEO GEURTS: Normally silence is agreement. So, I'm going to break it I'm just going to say yeah, this Nail's it. Thanks.

ROGER CARNEY: Great. Thanks, Theo. Any other comments issues with this? Thanks Darren. Okay, I think we're good here. Well, that was our last one. Right?

CAITLIN TUBERGEN: Yes.

ROGER CARNEY: It was. Okay. Great. So, I think that again no meeting next Tuesday and we'll meet again at ICANN78 on Saturday at 10:30 local time. Is that right, Caitlin?

CAITLIN TUBERGEN: Yes. Sorry, Roger. Was trying to find the unmute button.

ROGER CARNEY: No problem. So, again, great work. I think we're in a good spot. I think we've cleaned up everything. The one thing we didn't answer in I appreciate that the registry stakeholder group came back on the BTAPPA, staying as a BTAPPA or moving to policy. We don't have any push here. I didn't hear push. Think about that between now and we can touch on it at ICANN78, but making a policy or leaving it as BTAPPA and making these last recommendation changes to the BTAPPA. So, just something to think about in between now and then. Caitlin, go ahead.

CAITLIN TUBERGEN: Thanks, Roger. I just wanted to note that as Roger noted we're not meeting next Tuesday and so, what we would propose is staff will make some small changes based on the conversation today on the remaining recommendations and circulate those soon. And then if you can have a look at those during the next Tuesday meeting or even before, we're going to assume if there are no significant comments received that these recommendations are in a stable condition for eventually publishing in the initial report.

And when I say stable condition, I just mean that substantively they're the group is generally okay with them. In terms of textual knits or language issues or formatting issues those can be brought up any time prior to the publication of the initial report and there will be time after we get through all the topics to rereview all of these and make comments, but the time to bring up issues with the substance will end at the end of next Tuesday's meeting time. And we'll send this via email but I just wanted to note that we're

wrapping up this topic. So, if there's any huge concerns, please bring them to the working group by next Tuesday.

ROGER CARNEY:

Great. Thanks for that, Caitlin. And again, the stable means we're not going to review them unless we hit something that causes us to review them. So, if something pops up two months from now and it directly conflicts with something that we just did then, we'll take a look at, but we're planning to just carry these through into our final report. And as Caitlin said, obviously we can make some minor language textual changes, but the meat of it's going to stay the same. Okay. I think we have three minutes to go and I think we are done for the day. So, thanks everyone and I'll see those that are going to ICANN and ICANN and I'll see everyone else online. Thanks, everybody.

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