
ICANN Transcription

Transfer Policy Review PDP WG

Tuesday, 12 September 2023 at 16:00 UTC

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JULIE HEDLUND:

Okay. Good morning, good afternoon, and good evening, everyone. Welcome to the Transfer Policy Review, PDP Working Group call taking place on Tuesday the 12th of September, 2023. For today's call, we have apologies from Prudence Malinki, RrSG, Steinar Grøtterød, At-Large, and Catherine Merdinger, RrSG. They formally assigned Rich Brown, RrSG, Lutz Donnerhacke At-Large, and Heidi Revels, RrSG as their alternates for this call and for the remaining days of absence. As a reminder, an alternate assignment 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. Does anyone have any updates to share? If so, please raise your hand or speak up now.

Okay. All members and alternates will be promoted to panelists. Observers will remain as an attendee and will have access to view chat only. Please remember to state your name before speaking

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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 over to our chair, Roger Carney. Please begin, Roger.

ROGER CARNEY:

Thanks, Julie. Welcome everyone. I don't have a lot to say before we get started. Just that we're just a little more than a month out from ICANN78, and hopefully everybody's getting prepared for that and is ready to go. We've got a few more sessions for us to do before we get to that and we definitely need to get the bulk concept wrapped up within the next few weeks so we can get on to our next set of topics. And hopefully, we can do that before ICANN78. So I'm hoping that we can wrap up our sponsorship changes within the next couple weeks here, so.

But other than that, I think I'll just go ahead and open up the floor to any of the stakeholder groups that have any comments they want to bring forward, any discussions they've been having that they want us to be aware of or maybe even take a look at. So I will open up the floor to the stakeholder groups, anyone? Nothing at this time. Okay. Other than that, I don't think I've got anything, so I think we can go ahead and jump in. First, maybe I'll ask Caitlin to walk us through the work plan real quick. I don't think we've seen it for a little bit, but Caitlin, can you take us through that real quick?

CAITLIN TUBERGEN: Thanks, Roger. This is Caitlin Tubergen from staff speaking, and as Roger noted, we have a few weeks left to finish discussing the bulk transfers, ICANN approved transfers, change of sponsorship, full portfolio transfers, whatever term we'd like to use. As you know, we were supposed to wrap up on this topic earlier, but there was a little bit of slack built into the schedule. I'm channeling my inner Barry Cobb here, who has greatly influenced me in terms of project management and trying to keep us on track. So what Barry would say is that we're here on the screen meeting 103. As you can see, what was originally planned for this meeting was a review of what the group has provisionally agreed on for the topics to date before returning to the change of registrar topic.

We're obviously not there yet because we still have not wrapped up on bulk transfers. The slack that's built into the schedule is quickly coming to an end. We essentially have until the end of September for the working group to come to its preliminary recommendations on this topic. And if the group is not able to, the project will be downgraded to at risk, meaning we are at risk for missing the timelines. And if that persists, a project change request would need to be filed with the council.

So ideally, we would get through this topic and come to some recommendations that everyone is comfortable with by this meeting. So we have three meetings, and we have meeting 105 ideally to get through that topic. So I will turn it back over to Roger since every minute is precious now in terms of talking about getting us through these topics. So Roger, I'll turn it back over to you. Thanks, everyone. Unless anyone had any questions about the project plan.

CHRISTIAN WHEELER: I'm not hearing anybody. Hi everyone, this is Christian Wheeler from staff. I'm not hearing any questions for about the project plan, so I'll just go ahead and dive into the changes that staff support has made since your last meeting. The first one being for charter question 11, referring to a full portfolio transfers. The group had discussed these at the very bottom, the two asterisk for footnote, that there'd be options provided that rather-- the agreement last time was rather than getting rid of these options to actually just include accreditation renewal notices as a clarification, and that seemed okay by the group. Of course, if anyone has any issues with that now, feel free to mention that now, but otherwise this seemed pretty cut and dry from last time. So if not, then we can move on.

Concept four, again for full portfolio transfers, asterisk around 50,000, is it, that number is still to be determined. And then there was also discussion about wanting to clarify the situation where if one registry opts to waive the fee, then that the other registrar can't. Sorry, the registrar, then they cannot make up for to add to the full price ceiling of \$50,000. So staff has added this last line to concept four to hopefully clarify that.

So this is what it reads. It says, "If the DEF registry chooses to waive its portion of the fee for the gaining registrar per preliminary agreement, number one, that ABC registry may still only bill the gaining registrar up to 66.67% of the total fee of \$50,000 and not adjust it to a higher percentage in light of the other registries waiver. So hopefully that clarifies that. But again, if anybody has any suggestions or changes, feel free to raise your hand, also feel

free to put that as a comment into the working document itself. But otherwise, feel free to speak up if you have an alternative suggestion for this, happy to hear that.

CHRISTIAN WHEELER: Okay. Not hearing anybody. Okay. The next change for charter question I2. This is referring to partial portfolio transfers. There was a suggestion pertaining to notifying the registrants as updating that to include something the-- you'll see when we get to preliminary agreement number four, this all kind of feeds into that. But the idea is that the registrants should be notified as part of the notification to the affected registrants. That should also include the when it's going to take place, the name of the gaining registrar, and as well as a link or connection to their terms of service.

Someone had shared last time that there was, you know, sometimes occasions where they wouldn't know what those terms of service are. And you'll see in preliminary agreement four, it goes a little bit more detail as far as the making sure that the registrants have agreed to those terms of service before initiating the transfer. I see a hand raised from Sarah. Sarah, go ahead.

SARAH WYLD: Thank you. Hi, this is Sarah. Just a really minor point. The way this reads now, it does seem to suggest that the entire terms of service should be included in the notification. Perhaps instead, we should specify a link to where those terms of service can be found on the webpage. Thank you.

CHRISTIAN WHEELER: Good suggestion. Thank you, Sarah. Anyone else? And I did want to add too, as well, that there was a comment from, I believe it was Steiner. It's down below. It says, "Adding to the list, the registrar option to transfer to another registrar other than the gaining registrar." So I believe that's referring to the line just before it, which was they will provide opt-out instructions where applicable. We can certainly add that to this list as far as just to clarify that this notification must provide all four pieces including the link to the terms of service.

I did have a question for Steiner. I know he is not on the call now, but whether the opt-out instructions, whether we should keep the where applicable, because I remember that was a discussion from last call that I don't believe really got resolved to my recollection. So just curious if it would just be a matter of providing the-- provide opt-out instructions where applicable and keeping that and just including that in the list. So happy to hear anyone's thoughts on that. Sarah, go ahead.

SARAH WYLD: Thank you. Can you hear me?

CHRISTIAN WHEELER: Yeah, I can hear you.

SARAH WYLD: Oh, that's great. The mute button on my laptop is still lit up. Isn't that great? Okay. So I think where applicable is useful because there might be a circumstance where they can opt out and just not

be transferred anywhere. On the other hand, now that that's coming out of my mouth, that actually doesn't sound right. I thought the whole section that we're in is where there's just really no other option, you can't stay where you are. So maybe someone can correct me on that, but I do think if we're specifying what the notification must provide in the highlighted portion on screen, I would expect all the stuff in the not highlighted portion where it says what to include, it should all match up.

So where it says provide opted instructions where applicable, is the expectation that that will be what's included in the notification? Why are we saying two separate ways what should be included? Should that all be one sentence that's all in the yellow portion? I do think that we need the opt out instructions and I just don't see why they're not what the notification must provide. Thank you.

CHRISTIAN WHEELER: Thanks, Sarah. I think, did I see Zak raise a hand and put it down?

ZAK MUSCOVITCH: This is Zak. I sometimes raise my hand and lower when I feel that I don't have something significant to contribute, but since you called on me. So yeah, I agree with Sarah. I think that last where applicable just before the highlighting isn't necessary because the first where applicable in brackets just after the word resellers refers to an instance where it's not a direct notification by the registrar, but rather their reseller, and not everyone has resellers, so it's where applicable. And I also appreciate the addition in the

bullet point at the bottom, because I think everyone here knows that the opt-out instructions referred to another registrar, but just so that there's clarity that addition seems to make it clear. Thank you.

ROGER CARNEY:

Christian, this is Roger. I was just going to jump in real quick. I think that there's two points here. Opting out is maybe a two phases or two possibilities of opting out. Opting out, and I think Sarah kind of touched on this when she read through it again, opting out is, in some circumstances there is no such thing as an opt out, but there is that path of letting the registrar know if timing works and everything, maybe it doesn't, but the true opt-out saying, no, I don't want to move my name, which in the case where it's all moving, you don't really have that decision.

But the other idea of opt-out Zak is pointing to is giving the registrant the idea or the instructions or the prompt to make that decision on their own and that they think they can transfer their own name to their own registrar of choice prior to X date.

ROGER CARNEY:

I think that we need to probably be careful on the opt-out language there, because maybe that people are confusing that and making that two different things. Opt-out to me is yes, I don't want to move my name. And then the other option is obviously is hey, you have a choice and you can move this to wherever you want to prior to this date that we're going to move it to this person. So just two concepts and I think that that needs to be both brought out in

there. And as Sarah said, I think that all of those things, even including the highlighted part here, needs to be together. So just my thoughts. Other thoughts?

CHRISTIAN WHEELER: Thanks, Roger. I'm not seeing any of their hands. Oh, there we go. Okay, go ahead Zak.

ZAK MUSCOVITCH: Thank you. Zack Muscovitch. Roger, can you just clarify for me, maybe for others, probably just me, under what circumstances would there not be an option for the registrant to not go along with the bulk transfer? Would it be where there's only one accredited registrar for a particular registry or are there other circumstances? Thank you.

ROGER CARNEY: Yeah, thanks Zak. And to be honest, I can't think of one off the top of my head, the only thing I got down to was what happens if the timing is such that it has to happen sooner than later. Again, I don't know, and I'm just trying to try to be flexible there. And the only thing I came up with off the cuff was, timing maybe was off. Other than that, I couldn't really think of anything, Zak. Theo, please go ahead.

THEO GEURTS: Yeah, thanks. And this is Theo for the record. I'm just thinking out loud here, and it's probably going to end up in a question. But this

notification must provide a date of the change of sponsorship. Now that sounds good in theory, except when we are dealing with these changes of sponsorship, our resellers inform their customers like, okay, we're going to move to a different registrar, this is what's going to happen, et cetera, et cetera, et cetera, and then we start-- we are already coordinating with the registries here, ccTLDs in this case.

So we got some notion of what, when is going to happen. But that is going to be sort of be dependable on if every scenario goes right. And that is not always the case. I mean, there are sometimes the exports are being made, then the registry doesn't import, or they are checking data and then suddenly it comes back and then suddenly, oh, there is a problem. And then we have to postpone it for a day, sometimes two days, a week also happened.

So in that scenario where you encounter whatever problem there is on whatever side, the registry side, registrar side, developers are being sick or whatever, those things happen. And what are we going to do then? Are we going to send the notification again? That is going to be a day later? What are we going to do here? Thanks.

ROGER CARNEY:

Great. Thanks, Theo, and that's a good question. I think that maybe I'll let that stew and come back to it here, but I think it's a valid question. I think there's a lot of reasons why you set a date and there's a lot of reasons why that could slip a day or two, or as you point, a week, depending on what's occurring at the time. But

I'll let everybody think about that before we come back to it. Zak, you had a follow up or not? No big deal.

ZAK MUSCOVITCH: Yeah, I'll skip it. I don't have an answer to Theo's question. Thanks.

ROGER CARNEY: Great. Thanks, Zak. And I honestly don't have an answer to Theo's question. I think it gets into in the original notice, do you set a range, do you set a date, do you set a date with potential follow-up date? There's a lot of ideas, a lot of ways to do it, and as Theo mentions, you're looking at least the-- I don't know about the happy path, but at least the probable path when you're setting that date, and you're already trying to buffer in, some time for unexpected things to come up.

But you never know, maybe there's a DNS attack on the day that it was supposed to go, and it's like, okay, how do you communicate that it didn't go? And to be honest, when you look at it, is it that big a concern for the registrar that it happens on October 1st or October 2nd when they thought it was going to be October 1st? Between the parties that are executing the transfer, the registrar, reseller, registry, it's a bigger deal of notification to them than necessarily the registrant.

But if that becomes, as Theo says, two days or a week, then that starts to possibly impact them because maybe they were planning to do something with it. Again, just things to think about, and

again, I don't have a solution for it but maybe everyone else does. Caitlin, please go ahead.

CAITLIN TUBERGEN: Thanks, Roger. For folks that have been following the chat, and I know it's difficult to follow the chat while people are talking, we tried to incorporate some of the suggestions in the last couple of minutes in the block of texts that I put in the chat. So the first thing in the update is that we separate the concepts of, okay, a notification needs to occur, and this is what the notification needs to provide so that it's clear that opt-out instructions are included in that list. We added the word approximate date before date of the change of sponsorship to account for the fact that something may happen. There might be a miscommunication or a transfer may actually happen the day after the notice said to allow for a little bit of flexibility so that new notifications don't have to go out.

And then in the fourth part, we added a link to the gaining registrars or the resellers terms of service so that the notification doesn't amount to a 53-page notice, but rather the terms of service are included, but in a link form, and that would be acceptable. And so I see a couple of comments from Sarah. We can update approximate to expected. And then if there's anything else that the group thinks is missing or have other comments about that proposed text, please feel free to let us know, and we can make those changes.

ROGER CARNEY: Great. Thanks, Caitlin. And I think I didn't read all the chat either, but I did see something fly by that Sarah mentioned, obviously letting the RNH know the date. And I think the important part again, is the date that they should make their change. If they're going to do any changes, their changes by, so if they're going to get out of it, fine, but October 1st is the last date that they can do that or whatever it is, September 30th, whatever that is. And that if it slips from there, at least the registrant had the time up until then and was aware of that. And, again, I think it goes back to Sarah's comment in the chat, is the registrant knows what that last date should be and they need to get their stuff worked out by then or the expected outcome is that they'll move, so. But Theo, please go ahead.

THEO GEURTS: Yeah, thanks. And this is Theo for the record. And just to add another stew moment here, so to speak. I mean, it's not only going to be the technical issues or a developer getting sick, you also need to plan way ahead. If you are going to do a large portfolio change and it sort of entails 60 different TLDs, I'm just making up the numbers here, but, so it could be in the future that you are doing a large amount of registries, that is going to, a, require a lot of planning, and now you'll suddenly have a problem that the notification must sort of have a date range in it, but you are still trying to figure it out all the registries.

So you don't actually have a really good idea when things are going to happen. I mean, you start of course with the big ones, but it could be that the smaller ones, it's going to take you half a year to sort of plan all around it and make sure that all these

changes are happening. Again, as I mentioned before, these can be large operations when they sort of have a large amount of TLD. So I think we need to noodle on this a little bit more. Thanks.

ROGER CARNEY:

Great. Thanks, Theo. And we've talked about it prior with the landscape have changed over the years that even back few years ago, it takes a lot of planning to make this happen, the parties have to be in sync pretty well to make something like this happen. And as Theo just mentions going forward, the potential is that planning process is going to continue to grow and continue to be more important as more entities get involved in a transfer like this, so. Okay, I think we've got some really good updates to this and it's some cleaning up on this that is good. So if no one else has anything else, we can move on to the next one, Christian.

CHRISTIAN WHEELER:

Thank you, Roger. And this next one is really just the rationale for preliminary agreement number one just including with that change. So this might get updated as well given this conversation. But just so you know that the support staff added this last line which says, "Clarifying when the transfer will take place to which registrar it will transfer and what their terms of service are enables registrants to familiarize themselves with the new registrar in their terms before the change of sponsorship takes place." You could probably add or reseller in there as well. But if anyone has any other suggestions or changes they'd like to put, feel free to include those. Otherwise, we'll move on to the last

update. So I'll just pause for that. I'm not seeing any hands. Okay. I will-- oh, there you go. Hi, Sarah.

SARAH WYLD:

Hi. I'm so sorry, this is Sarah. Not sorry about that part. I have a question that is not related to what is on screen. That is what I'm apologizing about. It has been suggested to me in a Skype chat that perhaps we would be required to send an individual notice per registry if there were multiple TLDs all being moved at the same time. So for example, a domain owner owns two different TLDs, they're both being moved as part of the same bulk move, I assumed they would only need one email. Is that correct, or is there an expectation that there would need to be multiple emails because there are multiple TLDs?

ROGER CARNEY:

Great. Thanks, Sarah. Yeah, interesting, and I think maybe that I'm going to hedge that a bit and just say possibly both. I would've thought the same way you were thinking Sarah, is that there would be one are there scenarios maybe that there's multiples? I don't know, maybe there are. I don't know that we had to be that specific, and maybe we leave that more flexible. Again, I think that your comment on I thought there would be one made sense to me, but maybe there are scenarios where it doesn't, so. Theo, please go ahead.

THEO GEURTS:

Yes, I thought it would be one also, but in the case, if a registrant has like 20 domain names spread over 20 different TLDs, and you

need to be somewhat specific on a date range you going to send him or her 20 different notifications when X is going to happen, when that TLD is going to happen because you need to be in some kind of range. Thanks.

ROGER CARNEY: Yeah. Thanks, Theo. That kind of makes sense, and especially if like you said, most likely it gets worked from biggest to smallest or whatever it is, but maybe one registry won't be ready for two weeks after the other ones. And maybe that does make sense when you're doing that. So if we leave the flexibility, hopefully we can account for that, but. Ken, please go ahead.

KENNETH HERMAN: Yes. Thank, thank you. It's Ken Herman, Non-Commercial. I just wanted to make a point about the timeframe. I've been thinking about that 30 days, and I just want to say that by the time a registrant understands what's going on and initiates a transfer, those transfers don't happen immediately. Registrars have requirements for a number of days between the time issuing code to affect the transfer to another registry. So I just wonder if 30 days is really practical before everything sort of gets started for a particular registrant. Thanks so much. I wanted to introduce that.

ROGER CARNEY: Thanks, Ken. Yeah, and I appreciate that because I think the 30 days was just thrown up on the wall and kind of stuck so far. I think that's good to bring up Ken and see if that does need to be adjusted to that, and does 45 days, whatever it is, does that

something higher make sense? And as you were talking, Ken, I got to thinking about the other events.

And Rick brought this up, and that's why we've got five additional questions we need to answer. But if a registrant had just transferred their name in and now they're under a 30-day lock and now they're getting transferred out, how does that work? And maybe that's just part of the agreement that the registrar and registry has and can still do that again because it's not technically these bulk or sponsorship or portfolio changes, whatever we're calling them.

Let's try to get away from bulk, I guess. The sponsorship or portfolio change is not truly a transfer, it's not adding another year, so it is different. So maybe those rules don't need to apply, but just some things, as Rick mentioned last time, those many things we're going to have to think about as we go through it, so. Ken, your hand is still up? Is that new or old? Okay. Thank you. Jim, please go ahead.

JIM GALVIN:

Thanks, Roger. Jim Galvin, Registry Stakeholder Group. I'm just listening to the conversation, and I just had a suggestion to offer about this. Would it be sufficient to simply indicate what the requirement is, and the requirement is notification? Yeah, I understand that we need to say a little something about what goes in the notification, but I'm asking and questioning whether we really need to say whether the notification must be singular or maybe aggregate as the issue that Sarah was bringing up about, gee, do I have to send out a hundred of these or can I send one?

And simply include in that message that these hundred things are going to happen. Let registrars individually figure that out according to what's best for whatever is happening.

And then on the issue of timing, just indicating that you have to do a notification and understanding that, yeah, these things take planning and they can be really complicated or maybe you get lucky and it's really simple. But again, in terms of requirements, couldn't you say something like the registrant, registered name holder must be notified no less than 30 days in advance. And perhaps, you want to add something like no less than 30 days in advance and no more than 60 days in advance.

That immediately gives you 30 days of moving stuff around, and it ensures that if something interesting happens and you can't even get it done in 60 days, you're going to have to tell them separately and then come back again and give them a 30-day notice of some sort. Does that make sense? And then, of course, you have to align with whatever other policies exist too. Maybe you need a comment about that, that whatever you say here does not supersede any other transfer notifications or other commitments that you might have in terms of notifications. Maybe just speak about the priority. Thanks.

ROGER CARNEY:

Great, thanks, Jim. And to your point on the requirements, I think that our goal should be as few as requirements as we feel as necessary to make it occur correctly, and safely, securely, those things. I don't want to add requirements because we can, and again, the more flexibility we give, the better without getting into

that gray area of too much flexibility adds unknowing circumstances or not being completely transparent. As long as I think we hit those requirements that we feel are necessary to make it happen, we don't need to add on additional requirements.

And to your point, the fact if there's one or 10, I think that that's going to be something that we don't have to specify. Unless someone comes up with a good reason, I should say. But I just don't think that that's something we would do. And your concept of date range seems to be logical to me, but I'll let others talk to that as well, but just my thoughts. Okay, I think we can go ahead, Christian, and move on from the updates on this one and take that last one.

CHRISTIAN WHEELER: Thank you, Roger. Yes, this is the last update. This is from the previous discussion, the idea that to ensure that the registrants have agreed to the new terms of service prior to initiating the transfer and how to ensure that and who does that? So staff has added this language to preliminary agreement number four. So I'll just read it in its entirety, "That the losing registrar's existing registration agreement with customers must permit the transfer of domain names in the event of the scenarios described in the transfer policy with respect to a change of sponsorship.

Additionally, the losing registrars registration agreement must inform registrants that in the event of a change of sponsorship, the affected registrants will be deemed to have accepted the new registrars terms unless the registrant transfers their domain names to a different registrar prior to the change of sponsorship.

And then prior to initiating the transfer losing registrar and gaining registrar must ensure that they or their resellers were applicable, have confirmed the affected registrants have agreed to the new terms.”

So there was a discussion about whether this is the losing registrars job or the gaining registrars job or possibly a bit of both. So this has been added into number four as far as the clarification and the registration agreement to make sure that they've agreed to those terms prior to that.

ROGER CARNEY: Great. Thanks, Christian. Jody, please go ahead.

JODY KOLKER: Thanks, Roger. This is Jody Kolker. I guess my question on the last sentence there is, I'm not sure how the losing and gaining registrar can ensure that the effective registrants have agreed to the new terms. Number one and number two is what if the registrants haven't agreed to them, and this is more or less that the domain is being transferred there because the losing registrar is going out of business. I guess I'm kind of confused by that statement. Thanks.

ROGER CARNEY: Thanks, Jody. And I think that's tough, and maybe we had to clean that up. If you're sending a notice to the registrars and that notice includes something similar to this that's highlighted, then you're putting that in the registrants' hands from a registrar

standpoint, and the text clearly states they're either moving it to somewhere where they want to, or they're accepting the new registrars terms of service by continuing along this path. So again, as Sarah put in the chat, should this be maybe looked at by your own legal teams? I would say for sure, you need to do that and you need to make sure that the language provided is such that covers that, so. Theo, please go ahead.

THEO GEURTS: Nevermind. I need to read this like six more times. I don't get it, but I speak to you here. Thanks.

ROGER CARNEY: Thanks. And I would, this is important. I think this initiated out of Owen's concerns of what's in place at the time and everything. So I think that this is important for everyone to take a look at and read through, so. And I didn't follow chat closely. Good. Sarah, please go ahead.

SARAH WYLD: Thank you. This is Sarah. It seems to me that the highlighted yellow text where it says that the registration agreement must inform registrants that the new agreement comes into effect, that seems to contradict to that final sentence where it says that the registrars have to confirm that they've agreed to the new terms. Like, if they've been deemed to have accepted it, then there's no confirmation necessary. So I wonder if we should remove that final sentence. Thank you.

ROGER CARNEY: Thanks, Sarah. And I think that's a good point. Is it repetitive, duplicate? I don't know. Again, as I read through the highlighted section, I got to that it is confirmed. I don't know that the last sentence isn't still valid. Again, does it add clarity, does it confuse, and maybe that's the point we need to get to is, is it adding anything? I don't know. Not when I read it, it didn't add anything, but maybe it helps others think of it, so. Okay.

So I think Sarah and Rick both agree that maybe the last sentence isn't needed. Others, feel free. Okay. We can take leave. Okay. Thanks, Jody. We can definitely take that and do some updating to it, so. Okay, good. I think we're really in a good spot on these, and I think that we're ready to change these from loose agreements here to maybe preliminary recommendations for the group to start really hounding in on language and syntax and everything. I think we're in a good spot on these. So thanks everyone for getting us here. Thanks, Eric, for that. Okay, let's go ahead and move on. Christian, are you going to take us through these next ones here?

CHRISTIAN WHEELER: I think Caitlin's going to take over.

ROGER CARNEY: Oh, okay. Thank you. Caitlin.

CAITLIN TUBERGEN: Thanks, Roger. And thanks, Christian, for going over the agreements. So the next portion of the call will be reserved for going over the five questions, I believe it was Rich had posed or Rick, sorry. And this is in reference to the concepts we put together about the pricing that's currently in the policy versus what it should be going forward. There were five questions that were posed to the working group. We had put those into the working document, but didn't receive any feedback on those, unfortunately.

So, now is the time for the group to talk through some of these questions. I think the first question was, we've been talking in the abstract and in concept three below, we've bracketed the actual amount since the group hasn't really agreed on an amount. And so I think the options in terms of the amount on the screen, the \$50,000, is either it stays as status quo with some new parameters around it that the group has discussed.

For example, the ceiling on the price would be divided amongst all the affected registry operators rather than every affected registry operator having the ability to charge that amount of money. Alternatively, the group could change that number for something that's widely accepted. The group could agree to remove the fee entirely and use something like cost recovery, reasonable. But of course, we've talked about some of the drawbacks of doing that.

Again, the group could consider doing a tiered structure, which I think someone had suggested, but so far, I don't think anything that support staff and leadership have suggested have been widely accepted by the group. So, we'd like to hear some thoughts about how we can move forward on this question since as we noted, we're kind of running out of time to discuss this, so if

there's a number that folks are comfortable with, or if they just prefer to remove the number entirely and use words like reasonable, we'd like to hear some further feedback on that. So I'll toss it back to Roger to discuss how we feel about the question at the top of the slide.

ROGER CARNEY:

Great. Thanks, Caitlin. And I'm just going to throw out, from what I've heard over the past several weeks now, is that there's strong support for getting rid of the discussion, the exact number in the policy. I think when we talk about concept one here maybe it seemed very supportive by the group that we get rid of saying there's \$50,000 number, \$50,000 ledge of domains based on that. And it sounded like the group was very supportive of removing that from the current policy.

I think maybe we can start there and see if that's something we can agree on, is that, again, I think that's what I've heard over the past several weeks and more actually that we want to get rid of that that ledge and that dollar amount and from the current policy. And then we can move on to talking about do we replace it or not? But it sounded like the group was supportive of removing that language in the current policy today. So thoughts, concerns? Everyone's good with removing the \$50,000 numbers from policy, and that's the way the group wants to go? Thanks. Theo, Rick, please go ahead.

RICHARD WILHELM: Thanks, Roger. Rick Wilhelm, Registry. So if we take it out, what would the language say?

ROGER CARNEY: Yeah, I think that's the next statement we would have to get to. If we agree that it doesn't make sense, is it simply removed and a fee can be charged, a reasonable fee should be charged, whatever it is, that exact language we would have to get to. But yeah, Rick, you're right. And again, that's one of the five questions I think you posed last week or week before.

RICHARD WILHELM: Got it. Thank you.

ROGER CARNEY: And I think that's going to kind of depend on if we have support for any other ideas because If we don't have support for any other ideas, then maybe the language gets a lot simpler and it does just become a regional fee can be charged or whatever it is. Jody, please go ahead.

JODY KOLKER: Thanks, Roger. I'm not so sure I agree with Sarah of removing the \$50,000 fee as a ceiling, and I'm not sure what better to put in there. It just seems like there might not be a fair value of price if we remove the ceiling, maybe a registry may not want to move the domain names from one to the other or help in the process and

charge an exorbitant fee for that. I'm just curious on what others think.

ROGER CARNEY:

Great. Thanks, Jody. And it's interesting because we've kind of introduced this floor and ceiling in our discussions, and in today's policy, there's a ledge obviously, if it's 50,000 domains or not, it's at zero or \$50,000. But there's no concept, and I guess, that's the ceiling and the floor. But the group was pretty set on a registry would not have to charge a fee if they didn't feel it was necessary.

So I think that we kind of set the floor of zero, but maybe we never got to an agreeable ceiling or agreeable formula for a ceiling or anything like that. So I think that's where Rick's question comes into play is if we remove the \$50,000 domain ledge and the \$50,000 out of the policy, is there something we're replacing it with? And then that starts to get into a discussion. So, Theo, please go ahead.

THEO GEURTS:

I'm thinking a couple of scenarios here, and let's talk about if \$50,000 real quick. I mean, that is something we took from a very old BTAPPA I guess, and we never really understood why it was \$50,000. So we don't know if that's reasonable or not reasonable, but when I talk to certain new gTLD operators, they think that this is actually a great idea, they think the 50,000 doesn't make a lot of sense. And they are positive about the effect here because they will use it as a commercial opportunity to work with registrars and they will try to keep the fees as low as possible in other words,

reasonable because they have a motivation to allow this to happen.

So, it's looking from which prism, so to speak, on how you going to use this as a registry to your advantage, because there are advantages, but I still guess that if we replace the 50,000 with a reasonable amount, that can always be made accountable. I've said this multiple times. If a registry charges me \$500 and that is the cost of doing it, okay, and then I go to another registry and ask the same question and they say like, yeah, we think a million dollars is reasonable. Then my first action is going to send an email to ICANN Compliance and ask them, how can this be reasonable? Maybe they can explain it to Compliance and they'll hear back from Compliance at some point that it was reasonable or not. Thanks.

ROGER CARNEY:

Great. Thanks, Theo. Any other comments? Again, I think without agreement, what we're stuck with is, and not stuck, it's an easy out, I guess, is we have the 50,000 domain of \$50,000. But what I've heard from the group is, is that they want to remove that, they just don't know if reasonable is good enough or if there should be more than that. And maybe that's the simple solution we get to, we say, yes, we're removing the fee, we're removing the ledge, and we need to get to what it is. And in the worst-case scenario, that becomes reasonable, and the best-case scenario, someone comes up with the perfect algorithm that does this, I don't know. Please, go ahead.

LUTZ DONNERHACKE: Lutz Donnerhacke for the record. I still do not understand the reason for the ceiling. If there is a fee necessary to make the BTAPPA transfer, it has to be reasonable. So it has to be an amount which is used to do everything which is needed. If we put in a maximum fee, then the exceeding cost will be paid by whom? I do not understand what happens if the reasonable fee is higher than the ceiling. If it's lower, the ceiling doesn't apply. If it's higher, who pays the difference? Thank you.

ROGER CARNEY: Thanks, Lutz. And to your point, if we do set an upper limit, whatever that is, and the registry's cost to execute it is higher than that, then the registry is actually going to be paying for it. So it is something that the parties have to come to realization on is that reasonable again, or is that something that can be accounted for? Rick, please go ahead.

RICHARD WILHELM: So, this fee to my knowledge hasn't been charged very much in the last several years. And I'm actually concerned about introducing ambiguity into this. And the notion of putting the words like reasonable into the policy seems to be a difficult thing when we're talking about things like costs and such, and it seems to be an invitation for controversy.

And so, I would, at this point, since I don't think we have a lot of good reason to change it, suggest that we just stick with something because this hasn't been causing anybody any problems. And so, I think that we should just leave it the way it is

because I don't think that it's really worth the argument, and I think it introduces a fair bit of risk into the whole mess.

Because these full portfolio transfers happen when accreditations are moving, and this is not a BTAPPA situation and such like, that this is happening when accreditations are moving full portfolio transfers, and the \$50,000 fee has not come up very often in the last five years, I think less than a handful based on my knowledge. So I think we should just leave it alone because we're going to sit here and spend a lot of time discussing the tos and fros of something that just doesn't happen that often. Thank you.

ROGER CARNEY:

Great. Thanks, Rick. I would just put two comments on that, and one is, I don't know if Jonathan's here or not, but he usually will bring this up. The landscape is different and the policy changes we've made earlier, last year will make this change as well. And this will occur more often than it does today or yesterday. And again, I'm just going to throw that out there so you can think about it. But the other thought I had was, in today's policy it says the registry will charge. Is that something people are comfortable changing to May? Again, just throwing sayings out there. But Theo, please go ahead.

THEO GEURTS:

Yeah, that something isn't used much doesn't say it's the right amount. Maybe I'm just not-- yeah, maybe I'm not doing that correctly here. But again, when we talk to our resellers and we bring up the 50K, then a lot of them are going to back out,

[00:55:44 - audio cuts out] domain name is for some resellers already too high because some of these business models, the margins are so thin that \$1 is just exceedingly high for them. I mean, you do not get an extra year on your expiry date, there's nothing going to be added, it's just extra costs. And when I talk to our salespeople, they said like, no, that price needs to go because it's a barrier and it's a huge one. And it's one of the reasons that those things don't happen because the reseller backs out, and that is just a shame. Thanks.

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

JOTHAN FRAKES: Hey, and thanks for invoking my name here, because I think it's a key important thing. Jothan Frakes, for the record. I think it's an important thing to look at here, a provider may have more than one string at their registry, and that registry service provider may be able to accommodate the process and transfer across a span of multiple top-level domains.

So if a fee is charged, that fee should not be per TLD in that scenario, but rather should be collectively set that you're handling that across multiple parties. And if we are eliminating a cap fee, maybe-- I don't know, you want it to be non-prescriptive here, and I'm using care about talking about prices or pricing cap, but we really do want to have this be a reasonable amount that is attainable.

One of the other changes that's happened since a lot of this was originally drafted, is that there are vertically integrated entities, registries, combined with registrars that this fee if charged is just moving from one balance sheet to another inside of a company for one entity, whereas for another entity, it's actual hard operating capital that you're having to pay in, in order to operate this. So it may not necessarily be identical scenarios. And so having a predictable price has been helpful. I don't know, I'm on the fence about removing that, but if we do have a fee here, I would want it to be able to be collectively considered in the case you're working with an entity that manages multiple TLDs or as the registry service provider for multiple TLDs. Thank you.

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

RICHARD WILHELM: Thanks, Roger. Rick Wilhelm, Registries. Remember, we're only talking at the fee, and under the current regime, the fee only kicks in when you hit 50,000 names at a TLD, so that everyone should look at their dumb per TLD and look and see where that kicks in. So that's what the current policy is. So unless that gets changed, that's where it stands. But secondly, I put my hand up originally for the point that Theo made about his resellers. That's a different situation, that's a BTAPPA situation, which is not what we're talking about. That's not a full portfolio thing. And while the many of the points that Theo made were valid, they're applying in a different situation.

Right now we are talking about some number being apportioned, but still the \$50,000 is only apportioned. And such, we're not talking about a ton of money flying around regardless, and if we can't come to agreement on changes in number and we end up reverting to the original policy, then that's another discussion that we could have. I don't know if we lose agreement on changing the number of this reasonable thing, if the group wants to revert back to the current proposal overall, that it might be a case that we lose agreement on this thing about proportionality. I recognize that we were moving in the direction of proportionality, but maybe that agreement goes away.

So that's why I bring that point up because it may be that the group decides that they want to go back all the way to the original policy if we're not changing part of it. But we were talking about proportionality on the \$50,000 but I'm not sure what we're going to do about that if we don't change part of it. So not expressing a strong opinion on that one way or another, but right now, in the way it's been, it's \$50,000 and it hasn't kicked in that often. Thank you.

ROGER CARNEY:

Great. Thanks, Rick. And I think that that's where we're at is we're either sticking with the current language, and obviously, we can adjust things there as well, but sticking with the 50,000 domain number and the \$50,000 number or we're talking about removing numbers completely and moving them somewhere else, or obviously, we've been trying to get in between, and as Rick mentioned earlier, it's this difficult spot of trying to get in between

that we can't narrow down to something that seems to agreeable to everyone.

So I think without that ability, we're back to what the current language says. So again, so think about that as we continue this discussion here. And as Rick mentioned, this 50,000 that we're talking about, this 50,000 ledge, \$50,000 is based on a full portfolio move, this discussion we're having here on this concept one. Theo, please go ahead.

THEO GEURTS:

Yeah, so maybe I'm easily confused today or I missed a memo, both could apply. But if we are talking about-- okay, so this is different than a portfolio move from a reseller, from one registrar to another registrar. But if you're talking about cost, about such a move, which is the same amount of work and the same process, what is the price of that?

ROGER CARNEY:

Yeah, Theo, you're right. This is that difference of, yes, we're not talking about a partial move here, we're talking about a full move and is there different work involved? And maybe it's just cleaner to separate them, but that discussion will continue when we get to partial. you still have to think about, okay, does that number make sense for the amount of work that's occurring? And I think Rick was even hedging to that, is that number right if we stick with it or not, is a discussion to have.

So I think that the key here is we need to move on from trying to find that middle ground, which we haven't found for more than

several weeks now. I won't say a month maybe, but they're probably pretty close to that, to getting to an agreement of where we're going to be at, so.

THEO GEURTS: Right. Okay. So yeah. Okay. I still think that-- okay, I'll stick with the program. I don't agree with it completely, but okay. Thanks.

ROGER CARNEY: Thanks, Theo. And again, I think that we just have to be clear on that is-- and I think Theo makes a point is, and you have to think about it, is the work to make a portfolio move is similar to making a full or partial is obviously there's differences to it. But the work that occurs is still going to occur the same way on both sides of it. And I think you have to look at it, but what we are talking about is the full move and should we leave? And that's the only thing the current policy talks about is a full move. It doesn't talk about the partial moves there.

So I think that that's that important part there is, let's talk about the full move. Does that 50,000 make sense? What we've talked about over the past three weeks is people were okay getting rid of the fee in the policy, but there was no agreement on what to replace it with, and that's somewhat where Rick's five questions came from, I think in trying to drill into that. Theo, please go ahead.

THEO GEURTS:

Yeah, okay. So if we take that into mine, so to speak, yeah, then Rick is right in the sense like look at your dumps domains and the management, and then the 50K would be for most registrars, very, very cheap compared to all the domain names that they have on their accreditation. But it begs the question, if we move on from the full move to the partial move is that is the 50K not going to buy back then?

Because it's still, as you mentioned, it's still probably the same amount of work, it's the same process and changes you need to make to do in a database, only the volume is lower, and so you basically, while you try to solve this problem, you still need to solve it on the partial move. But the numbers are very, very different around that, where a full move 50K could be cheap for a partial move 50K is way too high. So you sort of end up having a few obstacles to discuss here. Thanks.

ROGER CARNEY:

Right. Thanks, Theo. Yeah, and I think when you look at it, and even the policy calls out specific scenarios around when a full it can occur and when ICANN can approve those things. And it's one of those where all that language, and it's a really sorts section in section 1B that talks about it that we're trying to address here. And again, what I've received over the past few weeks is people wanted to remove the number, but they didn't necessarily want to remove it completely.

And I think that's the hard part is no one is getting to that middle term, which means then we're back to staying where we're at or slightly modifying where we're at today. I think unless we have

something that someone says, yes, this is the middle and everyone agrees on it, we can't replace language without having language, so. Rick, please go ahead.

RICHARD WILHELM: Thank you, Roger. Rick Wilhelm, Registries. I just wanted to very briefly just, and we'll get into this more when we get into BTAPPA, but I just wanted to go on the record and let the group know that from a registry operator's perspective, and I say this with a smile on my face, but a BTAPPA is quite different than a full portfolio transfer. And when we talk about BTAPPA, if it's required, I'll be happy to explain in further detail why that is. I just wanted to just put a proverbial marker down and be clear that they're very different activities, but we can move on now, I won't belabor the point at this point because we're talking about full portfolio transfers. Thank you.

ROGER CARNEY: Oh, that's great Rick. And it's good to know so everybody can think about that at least Rick for sure, and I'm sure many registries as well, think that a full portfolio move is different mindset and execution from a registry standpoint than a BTAPPA is. So it's good. Yeah, exactly, Jothan, thanks. Okay, so let's move on to the second clarifying question, Caitlin, is that what you're doing for us? Maybe we'll jump in and start solving this.

CAITLIN TUBERGEN: Thanks, Roger. Yes, so I went ahead and moved on because it didn't seem like we were getting to any resolution on the first

question. So, helpfully, Roger has been alluding to the language that these questions are based off of which you see it in number two bolded which is the current language in the transfer policy. And the second question that Rick posed to the group was, "In the current policy, there is no charge to transfer less than 50,000 names, but transferring 50,000 or more comes with a flat fee of 50,000 US dollars. Is the concept of having a minimum ledge of domain names still applicable?"

ROGER CARNEY:

Great. Thanks Caitlin. And again, I think when you look at Rick's five questions, and those that went out and looked at it and heard him say last week. Obviously, they're all intertwined to get to that same spot of that decision of is this language we put in, is this language that can be removed, is this something that can be agreed upon?

And again, I think when we look at all five of them, that Rick was trying to provide at least a small little roadmap here for us to getting to that answer of-- and hopefully, when you answer each of these, you finally get to that spot of where you believe it should be. But again, and I'm just going to say what I've heard in the last few weeks is that, and today, I'll say it because I've heard it today already, is the idea of a 50,000-domain ledge and a \$50,000 for a full portfolio move does not seem like there's necessarily logic behind it.

I think Theo mentioned that it seemed like this was pulled from somewhere and put in here because it existed somewhere else. And I think even Rick kind of said maybe the numbers aren't right

or whatever, but that is the way it is today. So but again, over the past many weeks, I've heard that these aren't the right numbers and maybe the numbers shouldn't be there at all. So I'll throw it out to the floor and everyone can discuss, if, and again, the concept of a minimum or a ledge here makes sense. Theo, please go ahead.

THEO GEURTS: So what I'm reading on the screen here about the ledge, wouldn't that invite gaming? I mean, if I want to do a full portfolio, why don't I do 49,000 in batches, come back a couple of months later, do another 49,000, and then another 49,000, split that over in a couple of years. How are you going to check that? That is going to be pretty hard. It seems like you can game this easily. Thanks.

ROGER CARNEY: Thanks, Theo. And I think when we're talking about this being part of the full the registry's not going to-- I mean, the registry knows how many domains are under management by that registrar, so they won't be able to chunk this, they won't be able to do this over multiple scenarios because the registry knows that, hey, they've got 207,000 names, so we know that they all have to move. Caitlin, please go ahead.

CAITLIN TUBERGEN: Thanks Roger. And just to add onto what you said and to address Lutz's question and to reiterate what Rick had said earlier. Apologies for the confusion, but with respect to these questions and the five questions posed by Rick about what is currently in

1B2 of the transfer policy, this fee would only apply when a registrar is moving its entire portfolio, either the entire amount of names in a registry or all of its names, whether it's terminating an RRA or an RAA.

So what Theo is noting is not possible under this scenario. It might be possible under a BTAPPA, but BTAPPA is not currently part of the transfer policy. That's part of the second charter question. So in terms of it being gained with domain name amounts, I don't really see the concern there unless someone is slowly doing transfers over a period of time. But in terms of bulk transfers, it's all of the registrar's domain names in that TLD or all of their names under management. So it wouldn't be chunks done over time because the registrar either doesn't exist or doesn't have an RRA with the registry anymore.

ROGER CARNEY:

Great. Thanks, Caitlin. And again, as Caitlin mentioned, I think there's, I don't know if you'd call it gaming, but yes, you could over a year's time start transferring names through the transfer process to try to get it. I don't know how many you could do, but what I suppose people go to long efforts to get things done the way it should be done. But I don't see this as being a major gaming factor. Now, can you use a partial transfer, and then do a full transfer after that? I mean, yeah, I suppose that that's a possibility. But I think that that becomes fairly known fairly quickly. So I'm not sure that that even is part of a gaming scenario. But Jim, please go ahead.

JIM GALVIN:

Yeah, thanks Roger. Jim Galvin, Registry Stakeholder Group for the record. There's an ambiguity here between what's proposed under number two and the old sentence that's there, and I'd like to see it cleared up and nailed down. And that is the old policy that the bolded sentence down there at the bottom would seem to suggest that it's the transfer of 50,000 names to a TLD that mandates a fee between that TLD and the gaining registrar.

And the sentence above labeled two has a slightly different character to it, which I actually prefer, and I do think it's important. And so, I'd like to get this clarified, and if we have agreement, like to be very careful about it. So whether or not there's a fee, and we're currently sitting at this flat fee of 50K, whether or not there is a fee depends on the number of outgoing domain names.

It's not about the number of incoming domain names to a registry, it's about the registrar shifting out 50,000 or more domains. It doesn't matter how many TLDs that encompasses. And that gets us to the place of then, if you're transferring out 50K or more, then the \$50,000 fee is apportioned to the registries that are affected on the incoming side. And I think that clarity is important. There's a distinction between the top and the bottom here, and I'd like us to be very clear about that and make sure that all of that makes sense. So we have questions or comments about that, I'd like to get that cleared up too. Thanks.

ROGER CARNEY:

Great. Thanks Jim. And I think that, yeah, I think you have to be careful on the wording here because it's the number of domains moving out, and it's not moving out of a registry, it's moving out of

a registrar correctly. But it's at per registry operator. So if a registrar had 300,000 names across three or four TLDs and two of those TLDs didn't have more than 50,000, then they wouldn't be able to charge. But the other two or three would be able to charge \$50,000 each for the move. So a 300,000 domain portfolio could be charged \$150,000 if they had over 50,003 different registries. At least that's the way the wording looks. Jim, please go ahead.

JIM GALVIN:

Yes, I agree with you, that's the way the wording looks at the bottom, but from a registry point of view, we can be supportive of what goes on at the top to make sure that it's only one maximum flat fee overall and then you can apportion it out. So kind of making an offer here and all of that, the apportionment creates work, that's pretty clear and that has to be managed. And we may have to say some words about all of that, but I suspect that registrars would appreciate that. If you don't, I'd sure like to talk about that. Thanks.

ROGER CARNEY:

Great. Thanks, Jim. So again, and then it goes back to the first question, and I think it leads into this one and it'll lead into our next one as well. But we've got 10 minutes left of the day. And I'm not sure we've-- maybe we have made progress because It sounds like what we're talking about is staying within the framework of the current policy and making smaller updates to that policy, is what I'm hearing today, which isn't necessarily against what I've heard before, but it's not the direction I thought I was hearing is that we were getting rid of the fee and ledge out of the language

But if the fee and ledge, and even if they change, that concept is part of the current policy, are we staying with that and making small adjustments to that is what I'm hearing today. And we've got nine minutes and maybe I'll let everyone talk to does that make sense? Thanks, Jothan. And again, I know that there's been discussions on, as Jothan puts in here, the valet project manager. And I think that's important because I think that, obviously, we all see that if we do a proportional system or whatever it is, someone's going to have to do that.

Now, I don't know where that has to go. I've had ideas about it, and I've voiced them here, and I think others have voiced their opinions as well. And I think that that can be done in multiple areas. But it sounds like that that's kind of the way we're going. But I'm going to jump to Rick. Please, go ahead.

RICHARD WILHELM:

Get himself off mute. Can you go back up one, Caitlin, I think has the slides. Yeah, one thing that for the registries that we'd like to see is in the bottom line of this slide, it says, "Registry operator will." Wherever there's some talk of the fee we had previously talked about this, I think, and we were talking about this being a may because one of the things that current policy feels that it almost requires the charging of the fee. And if we've got somewhere in here about the fees with the registries, we'd like to have the-- just at least have a may where it'd be-- have it be more explicit that we could waive it.

Now, this is whether we end up keeping the same exact current language, we go to the apportionment language. And oh, okay,

Caitlin says, yes, this is what-- okay, thank you. Sorry about that. I'll shut up now. Thank you.

ROGER CARNEY: Thanks Rick. Nope, that's good. I touched on that earlier as well, and I think that that's a good-- make sure that we have that, so. Jothan, please go ahead.

JOTHAN FRAKES: Yeah, and I'll try to keep it brief because I know we could get some time back. The thought here on having a valet or project manager, look over this, many of us are tactical, many of us are not. I think there's different profiles for different registrars and different scenarios that we're going to see that would really merit somebody coaching this through the process. And I would say there's probably some of these that are identical processes, but my gut tells me, after looking at this across the span of a couple decades, how this works, that each and every scenario is going to be distinct and unique and it's going to have specific needs.

And with all the moving pieces involved with these, I think ultimately, I'll step off my soapbox here in a sec, but I think ultimately getting somebody to follow these through the process that is neither the registry or registries nor the registrar or registrars to help represent the registrants involved in these transfers is going to be really crucial. And I keep coming back to ICANN doing it. I hate to oblige ICANN to do it. They just happen to have some amazing project managers and coordination skills

as well as oversight over a large amount of this process. Thank you.

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

CAITLIN TUBERGEN: Thanks, Roger. And this is a response to Jo's intervention about ICANN Org being the project manager or helpful in some way in the event that the group agrees that the fee should be apportioned to the affected registries. I just wanted to highlight that that is one of the questions that the group was asked to consider. The draft in the box is what support staff included as proposed language for the group to think about in terms of how ICANN could be involved.

And I think what would be really helpful for support staff is this what the group had envisioned, ICANN's involvement being, or is there anything else that Org would need to do? And I think while I have the floor since we're running short on time, what I think could be helpful to discuss in the last couple of minutes is how leadership and support staff can help move the group forward.

Is it that we draft a couple of things based on the discussion to see what it could look like in terms of recommendations with the numbers out, with the numbers in, and a couple of different options for the group to consider in writing. Or is it to keep allowing the group to provide answers in the working document that didn't seem to work last week, but it might be that people were just busy and we'll have time this week to put some pen to paper so that we can get the discussion moving forward instead of

more in the abstract nature since we are running short on time. So if anyone has any thoughts on what we can do to help you organize your thoughts, that would be greatly appreciated from a support staff side. Thank you.

ROGER CARNEY:

Great. Thanks, Caitlin. And I think that's important because again we're starting to get into our crunch time here and we need to get these answered. And it sounds like we've made progress today. But I want to support Caitlin here in that we do need to get these answered and moved on, so how can we facilitate that so that we can get to agreement? Is it that we write everything up and everybody throws darts at it, put it out onto the working document, everybody puts comments into it, and we talk to those comments specifically next week. And others have time to think about the comments that are being put in which is always useful. So, any ideas or thoughts from anyone?

And again, we've stuck these first five or discussing specifically the full portfolio moves. But as Theo and Rick talked around and through, it does lead us into the partial moves as well, and that we're going to have similar discussions even if they're based on different underlying facts, it is still going to be similar discussions around that, and we're going to need to step through those fairly quickly as well. Thoughts, preferences, rather work in comments, rather have leadership staff put things together and everyone throw darts at it. Sarah, please go ahead.

SARAH WYLD: Thank you. Hi, this is Sarah. I really appreciate Caitlin's suggestion to provide some suggested options that we could look at that would be different from each other. I tried answering the homework questions and was surprised to find that I didn't really have opinions on it, it's just a weird. You know me, I have opinions on everything, but I couldn't find them on this, and I think that might just be because it all seems abstract and I blank out when we start talking about money. So yes, I would love it if you could give options for us to work off of. Thank you so much.

ROGER CARNEY: Thanks, Sarah. Thanks, Owen. Anyone else? Okay, we are at time actually, sorry about that. Okay, so thanks, Jody. Well, I'll take that on and we'll-- thanks Jothan. And we'll work on that and see what we can get back out as soon as we can so that we can have a fruitful discussion next week and hopefully move on from just talking about full moves and then get into the partial moves again.

I think a lot of the discussions will repeat with just some different details to them. And hopefully those move along well. But we'll take that back and try to move that forward, and hopefully we can have a good discussion next week and close some of these items out. I want to thank everybody, and we'll talk to everyone next week.

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

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