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JULIE BISLAND: Good morning, good afternoon, good evening, everyone. Welcome to the transfer policy review PDP working group call taking place on Tuesday, the 26th of November 2024. For today's call, we have apologies from Osvaldo Novoa, and Jothan Frakes will be joining us late.

As a reminder, the alternate assignment form link can be found 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.

Owen, go ahead.

OWEN SMIGELSKI: Hi, Julie. This is Owen Smigelski for the transcript. So just an update that I am now chair of the Registrars Stakeholder Group. I'm going to continue participating in this group as I'm one of the people who helped get this train started. And so we're so close to the finish. No need to stop now. However, I will be continuing to participate on behalf of Namecheap, and this has nothing to do with my new role in leadership of the registrar stakeholder group. Thanks.

JULIE BISLAND: Thank you very much, Owen, and congratulations.

Anyone else? Not seeing any other hands. All right, 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

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state your name before speaking for the transcription. All chat sessions are being archived.

As a reminder, participation in ICANN, including this session, is governed by the ICANN expected standards of behavior and the ICANN community anti-harassment policy. Thank you. And over to our chair, Roger Carney, please begin.

ROGER CARNEY:

Welcome, everyone. Nothing big for updates, just that we have, including this session, four meetings left for the rest of the year. So this meeting and three more in December. And we're hoping to get through all the recommendations before we take a holiday break at the end of the year. We're still shooting for our final report to council in February. So we need to get through this and get to our drafting of the final report when we get back in January. Hopefully we can do it. I know there's still quite a few to go, but most of the comments, we're chugging through right now, so I think as we get past the next set of recommendations, 33 or so, the number dips a bit. So hopefully everybody's actually had a chance to look at that. I think that was the last two assignments, assignments four and five, were to look at the remainder of the recommendations through recommendation 47. So if you haven't done that, please do that because, again, we will be covering those and hopefully we'll be going through those fairly quick again because there's not very many comments.

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But with that, I think we will go ahead and jump in and get to work. So maybe I'll turn this over to Christian so he can take us through where we left off at ICANN81. Christian, please go ahead.

CHRISTIAN WHEELER:

Thanks, Roger. Yes, so we're going to jump back into the last of the change of registrant data recommendations, Rec 28. I'm going to drop the link to the two tools that we're using in the chat. We're going to be using the drafting doc for the most part today, as we typically have been going through.

So I'm just going to scroll down to Rec 28. And so this would be from the somewhat familiar—we kind of went through with these comments during our call at ICANN81. So I'm not going to go through them all again. But as far as the ones that were actually requesting changes to it.

So apart from some commenters' concerns about having this recommendation at all—as a reminder, this is the recommendation that allows registrars to offer the option to opt out of the change of registrant data notification. So these recommendations are somewhat optional, and they would apply if the registrar allowed the registrants to opt out of this notification.

Some commenters were concerned that this would allow essentially the bad actor to be the one opting out. So there are concerns about the security ramifications of that. And so one commenter had requested there be greater security measures considered like two-factor authentication and other kind of other-channel verification when doing this opt-out.

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And then there was also some proposed language to be added to 28.1 suggesting that when the registrar allows that, they must allow the notifications by default when the domain is initially registered and when it's transferred from another registrar. And then they suggested adding also when it's transferred to a different registrant, so that you would—the opt-out option would be essentially reset. And this was just another concern about the recommendation.

So let's just kind of go into the under-construction piece. So talking about 28.1, this is what it would look like with the commenter's proposed language. So that they must reset it by default when the domain is initially registered, when it's transferred, and when a domain name is transferred to another registrant. So I'll pause there for discussion.

And then we just have one more proposed edit after this one. So go ahead, Roger.

ROGER CARNEY:

Great, thanks, Christian. Yeah, and it seemed to make sense here, but I'll turn it over to the queue here. Catherine, please go ahead.

CATHERINE PALETTA:

Thanks. This is Catherine Paletta for the registrars. I think this language is exactly what we're trying not to say in this policy, right? It's not transferred to another registrant. It's when the registration data is updated. I could maybe get on board with that. I maybe need to think about it for a minute. But I think this is exactly the wrong language that

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we don't want to be using here. And that is why we've changed the phrasing from change of registrant to change of registrant data. But happy to hear other people's thoughts.

ROGER CARNEY:

Great, thanks, Catherine. Yeah, and when I was thinking about this, I agree. You know, obviously we purposely did that and made that conscious decision to move to change of registrant data, but here it's actually specifically talking about when that data change or when this notification can be flipped or not. And to me, it made sense. You know, obviously what we put in, you know, on initial registration and when it's transferred. And then this one was just that third one. I didn't even think about and maybe we did talk about, but I don't remember us talking about it. That if the registrar recognizes that there's an ownership change—again, not what this policy is about—but if there is one, then this flag should be flipped for the new registrant. So hopefully that helps a little bit, Catherine.

CATHERINE PALETTA:

Yeah, I think, Roger, you make some fair points. My thought is as a registrar or like the motivation behind this change of registrant data versus change of registrant is that I don't know when it's changed to another registrant. And so if I'm a registrar and I'm obligated to do something when the registrant changes, I'm now right back where I started, where this just applies to change of registrant data.

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ROGER CARNEY: Yeah, I completely agree. Catherine. I think it's a subjective measure. It's when the registrar knows. And I'll just give an example. If it's an aftermarket sale and it's moving from one person to another, but it's still within your own registrar, then you know it's an ownership change. But to your point, sometimes just a data change isn't going to tell you that.

CATHERINE PALETTA: Yeah, I'm thinking, but if I'm a registrar that's going to be told I'm non compliant with the policy if I don't do this right, I'm going to just apply it to everybody when registrant data changes instead of doing that extra like trying to find out, but I see your point also in that.

ROGER CARNEY: Okay, thanks Catherine. Theo, please go ahead.

THEO GEURTS: Yeah, thanks. So, I totally agree with Catherine here, but I also agree with the fact that there might be instances that where you actually know there is a change of registrant with the example you provided. But this entire opt out is already for us very specific user case for not many business models here. What I'm missing in this discussion is, is this acceptable language for those specific business models that have to deal with this? And, you know, I'm going like, yeah, I don't really care. But that that isn't the right approach from my perspective. It feels a little bit, we don't have much input from the business models that are going to use this. Thanks.

ROGER CARNEY:

Great, thanks Theo. Yeah, and thanks for bringing that up because it's one of the things when I was reviewing the comments I was thinking about. I mean, obviously this is not, and it's obviously a may for registrars. This is not gonna be used a lot. I mean, by some registrars it's gonna be used, but overall, you know, in the ecosystem, this, most registrars aren't gonna implement this because it's just more work for them to do it. But to your point, yeah, those that do, it'd probably be good to hear from and see if this makes sense or not. But Rich, please go ahead.

RICH BROWN:

Just want to chime in a couple of thoughts here. First of all, it seems like this is designed to re-enable the lock upon change of ownership, right? Not upon transfer. Because remember, this policy is about transfers. So changing data doesn't really apply to the transfer policy. And if the domain is not leaving registrars or whatnot, it's—once again, that's a change of ownership data. And if it's not going anywhere, meaning it's not being transferred, then we can't ask for such a thing to be applied to this.

Yeah, there's that. And something's really bothering me about this. First of all, we already have the line in moment numeral two when a domain is transferred from another registrar. So basically the domain is still secured. The data, it hasn't gone anywhere. And if a customer decides to change their data, that's on them. And yeah, I don't see the need for this. And even if we did see a need to put in a proviso, one, we would

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need to remove the whole language about transfer and maybe move that over to ownership. And even two, maybe put in a line where they already own the domain, they're just changing their information. They must notify the registrar of like an ownership change or whatnot in lieu of transfer or whatnot. It just gets very muddy, I think, on this one. Anyway, that's what I wanted to bring up there.

ROGER CARNEY:

Great, thanks Rich. Yeah, and I'll just say, I think this is in the sight of protecting the registrar, obviously it's—if there's an ownership change truly, and good point, Rich, it's not transferred, it's an ownership change. If there is, then the new owner doesn't have the ability to get these notices. They're going to be automatically opted out. And I think that that was—again, to your point, I think we could change that, especially the wording, when a registrar becomes aware of an ownership change, then they would flip this or something similar to that. But to Theo's point, let's go to Prudence, who is one of the proponents of using this. So Prudence, please go ahead.

PRUDENCE MALINKI:

Hi, Prudence for the record. And I could feel myself being beckoned in discussions that were ongoing. So I wanted to chime in here. And so I'm still digesting the addition. So I feel like—I know everyone's come in and they know exactly how they feel about it, and they know what the implications are, and they know what it will look like in kind of reality and in application. But I'm still kind of digesting what this will mean to how this operates.



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And I think there's been some really good points that have been made. And I think it was Rich that was just explaining as well. My instinct or my gut says that I don't think that we actually need to have that additional proviso. And I just think it's because the domain technically should be secure because it's already with a registrar and it's already being transferred in. I just don't think we need the additional point here. And I don't think it's going to help in the way that I think people are hoping that it will help.

As a registrar that will be using this, we're not going to be using this all of the time. There's going to be specific instances and circumstances where this will apply. It's not going to be a day-to-day and it's supposed to be designed for in the circumstances where both parties or the party that's updating knows about this update. And they're aware of this update and they don't need, for whatever reason, to be receiving these communications for whatever reason. And there's a myriad of reasons as to why.

So I'm not sure if we actually need this one. And I think it might make—or as someone else, I'm not sure who I'm going to attribute it to—quite rightly said, this could muddy this and make something that's already become quite complicated more complicated, which is something that we're really trying to—the whole point of us coming together to do this PDP is to make things more streamlined and more easy or easier. So I think this might make things a little bit too complicated.

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ROGER CARNEY: Great. Thanks Prudence. And I think Theo was beckoning you to speak. So I appreciate that and the insight there. And I think when you really look at it, 28.3 technically handles that. So if there is a true ownership change, that means the registered name holder is changing and the registrar must provide guidance on it anyway to the registered name holder. So it sounds like people are not in favor of this. So I would say, let's not add this. And the point to 28.3 as the catch for this—all registered name holders have to be aware if this is being implemented. So Steinar, please go ahead.

STEINAR GRØTTERØD: Yeah, hi, this is Steinar for the record. My understanding is that the registrar has to actively accept to be opt-out for the notification. So because the default is there should be a notification when there's a change of registrant data. So when there's a change of ownership in this scenario, it has—the new owner actually has to accept not to be notified when there is another update of that data object. Am I correct or am I just in the light?

ROGER CARNEY: Yes, Steinar, I think you're getting to the same point that I got to as I think 28.3 does spell that out—is that the registered name holder has to be made aware and has the right to go either way. So adding it here doesn't change that and probably just maybe confuses it a bit. So, but anyone else have any concerns? Again, I think let's drop this. Let's not add this in and for the commenter, I mean, we can point them to 28.3

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saying that it should be handled here. Okay, I think we're good there, Christian. I think we can move to the next one.

CHRISTIAN WHEELER: Great, the last proposed addition to this recommendation to add more security to the opt-out was proposed to have a two-factor authentication. So 28.4, this is just an additional one proposed. So if the group wants this, we can change the numbering but essentially says the registrar must require two-factor authentication from the registered name holder before accepting a change of registrant data notification opt-out request. And back to you, Roger.

ROGER CARNEY: Great, thanks, Christian. Okay, thoughts on this? Concerns about adding this or, okay. Theo, please go ahead.

THEO GEURTS: Please explain how a reseller model is going to verify this. I mean, that is technically, well, not impossible, but we do not have a two-way API with a reseller. So I cannot obtain a two-factor authentication through a reseller. So this is a no-go. Thanks.

ROGER CARNEY: Great, thanks, Theo. And Theo, you probably won't use this 28 anyway, but okay, point taken. Rich, please go ahead.

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RICH BROWN:

Hi, Rich, for the record. Yeah, even with the API system that can handle that, this is a demand that's going beyond that. How do I phrase this? First of all, we've already stated that communications must be through secure means. We've already stated that registrars can use two-factor or SMS. These things are already optional, but making a demand requirement on such a change, which once again, this is on change of registrant data, not a transfer. Sorry, I'm feeling like I'm preaching to the choir on this one. But yeah, I just, well, I get why this is important. You wanna secure it, but I think putting this into policy is just kind of an overstep where we've already covered our bases about secure transactions and SMS, two factors, all of these are optional to the registrar for use. And there's nowhere else really in the policy that is forcing somebody to use a two-factor authentication. This is new and added. And yeah, I just don't see the need for it. Thank you.

ROGER CARNEY:

Great, thanks, Rich. Yeah, and to your point there, not just this policy, but I don't think there's a requirement for two-factor in any policy that I can think of, which again, may be a bigger issue if we start putting that in. But Volker, please go ahead.

VOLKER GREIMANN:

I totally agree with what my predecessors have said. This is possibly not implementable for all business models. And I don't think this is necessary either because the security mechanisms that we have agreed upon are already sufficient. So I would not be in favor of adopting this. Thank you.

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

THEO GEURTS: Yeah, two things. So while you are right, Roger, most likely we are not going to use this, but it could be a scenario that we have a brand reseller. But the other thing is—and this is what I find more important and do what-ifs at my business model level—is the exact mention of 2FA. 2FA might be now a very acceptable security measure, but that doesn't mean that 2FA within the future is going to sort of meet that mark there. You also see sometimes in other policies that people say, well, there must be 256-bit encryption. Yeah, well, that is good for now, but not for the future. So that was already a no-go to mention 2FA to begin with, in my opinion, because you are setting a very low bar there for the future, in my opinion. Thanks.

ROGER CARNEY: Great. Thanks, Theo. Okay, we've had a lot against adding this. Is anybody for adding this? Okay. Again, I think some things to remember here is the actual practical use of 28 is going to be pretty limited. It's an option for registrars to do. Again, I don't think most registrars are going to implement this just because there's a lot of work to maintain this. And as far as 28.4 or X, whatever we're going to call this one here. Again, I think 28.3, again, going back to 28.3, spells out, you know, registrar has to warn them about what this does and give them clear instructions on how to change it back and forth. So I think that this addition, I don't think we need to accept this addition. Again, we can

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point back to the fact that 28 is a limited use, is optional for registrars to implement. Many registrars won't. And 28.3 does provide at least the warnings and security issues. Again, it's never foolproof, but at least we're instructing our registrants on the impact of doing so. So, okay. I think we can go ahead and not accept this addition and point to those reasons. Christian, I think it's back to you.

CHRISTIAN WHEELER:

Thank you, Roger. Yeah, so now we're going to take a dip back to earlier recommendations that the working group has pinned. So either pinned is just, you know, for the working group to kind of think about it some more or staff to kind of put in some language based off of the discussion. And so the group needs to re-review that. So we're going to jump back to Rec 5.

I'm just going to go all the way back to the top here. Hopefully this shouldn't take too long. You know, it is just kind of wordsmithy stuff for the most part, but the working group does need to re-review these things before we forget about it. So in this case, this was regarding the TAC definition. So some language was proposed by Rich and Jim. And so staff has kind of thrown in here. It's this right here. So this is part of the TAC definition. Just clarifying that the TAC is required to be presented for a domain name to be transferred from one registrar to another registrar. And when presented, authorizes an eligible transfer. I believe this was based off of a comment that there was concern that the TAC makes a transfer eligible, or at least that's how it could be read. So this was some wordsmithing to try and help clarify that. So I'll leave it at that

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to see what the group thinks about this updated definition in Recommendation 5. Over to you, Roger.

ROGER CARNEY: Thanks, Christian. Yeah, and I think that this did alleviate some of that concern of the wording, meaning it was going to be transferred. So it's just, you know, setting it up. So any concerns with the new wording? Seems like there's support for it. Volker, please go ahead.

VOLKER GREIMANN: No concerns. Just wondering what the bracket "to be presented" is adding. I feel it could just as well be left out because there might be other ways of providing than just to present, but I don't know, not sure.

ROGER CARNEY: Good question, Volker. And I think that that's why staff still has that in brackets as questionable. Rich, please go ahead.

RICH BROWN: Yeah, Rich for the record. Just seconding what Volker said there. I don't think we need it. The TAC is—we thoroughly explain how it's used and whatnot throughout the policy. I don't think we need to say it has to be presented. Anyway, thank you.

ROGER CARNEY: Okay, great. Thanks, Rich. Catherine, please go ahead.

CATHERINE PALETTA: Thanks. I'm going to noodle this out loud to make sure that I understand the second part of the change correctly.

Tell me if I'm wrong. The TAC, blah, blah, blah, blah, when presented, authorizes an eligible transfer. That means that it authorizes only transfers that are eligible. Is that what that sentence means? Or like that's what that phrase means?

ROGER CARNEY: Correct, yes.

CATHERINE PALETTA: Okay, okay, thank you.

ROGER CARNEY: That was the intent of clarifying that, so yeah.

CATHERINE PALETTA: Okay, then that works.

ROGER CARNEY: Okay, I think the update is accepted and we'll go with that. And again, when we run through these in the final report, if there's concerns, we can raise them. But it sounds like we have support for this. So I think we can move on, Christian.



CHRISTIAN WHEELER: Thanks, Roger. And just so I'm clear too, this new language is fine, but this bracketed text is not necessary, is what I heard, right?

ROGER CARNEY: Yeah, I think it's fine.

CHRISTIAN WHEELER: All right, moving on to the next pinned recommendation, which is Rec 9.

This is updated language for 9.2. This was based off of a comment that there might be situations where the registrar needs to reset the TAC to null without the registered name holder's permission when it's in their best interest. So this is some updated language. I'll just kind of read it.

9.2 says, the registrar of record may reset the TAC to null prior to the end of the 14<sup>th</sup> calendar day or 336 hours, one, by agreement by the registrar of record and the RNH, or two, without the agreement of the RNH in cases where resetting the TAC to null is in the best interest of the RNH, e.g., security breach, account compromise, etc.

I'll turn it back to you, Roger.

ROGER CARNEY: Great, thanks, Christian. And I think 9.3 came up because of that wording. Is that correct, Christian?

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CHRISTIAN WHEELER: Yes. If they have that, then it would need to be—they would need to provide that rationale.

ROGER CARNEY: It'd be accountable somehow, right? Yep, that makes sense. Okay, comments, concerns? Again, this was brought up mostly because obviously there are some circumstances where the registrar needs to take action immediately or without being able to—a chance to get a hold of the registrant. So any issues here? Thanks, Rich. I think that's right. I think the updates to 9.2 obviously have to go with 9.3. Thanks, Jody. Rick, please go ahead.

RICK WILHELM: Rick Wilhelm, registries. No issues with this. In rereading this, should we be putting in a similar option for the registry to reset the TAC prior to the end of the 14 calendar day, blah, blah, blah, similar to 9.2? Here's the situation that I'm thinking about. And apologies for my brain not coming across this sooner. I'm wondering if we need a 9.4 here that rhymes with 9.2 and that gives the registry the option to do it—to reset the TACs. Because right now, if there's a situation where a registrar suffers an account compromise, one of the things that happens, as you all know, is that a registry will either roll auth info codes or request that the registrar roll auth info codes if there's possibility of an EPP compromise in order to make sure that domains are secured.

Sometimes the registry does this unilaterally if the registrar is perceived to be uncooperative or otherwise busy. Sometimes we'll do it at the

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registrar's request. Sometimes the registry will do it if the registrar has dead air on the other end of the phone.

And I'm wondering if right now, the way that 9.1 is worded, the registry—if we would—if the registry does not have the mechanism under the policy to cleanly go and roll all of the TACs, nuke all of the TACs, in order to lock down a registrar in the event that we've got an account compromise.

Thoughts about that? And maybe there's language elsewhere in the policy that allows a registrar to do that sort of for the good of security. But I'm wondering if we need to put something in that explicitly. Thank you.

ROGER CARNEY:

Great, thanks, Rick. Theo, please go ahead.

THEO GEURTS:

Yeah, thanks. And this is Theo for the record. So yeah, that sounds like a reasonable suggestion there. I wouldn't put in any language that the registry has to provide a rationale to the registered domain holder. That would be very problematic if you are a thin registry.

But yeah, I'm still somewhat struggling. And the reason for this is it has happened before that a registry had to reset all the EPP passwords. That is nowhere defined in this policy, but that is a thing that happens for whatever reason a registry has to do that.

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But now we sort of have this very explicit language about TACs for registrars. So I think I'll leave my worries aside here and go with a recommendation from Rick and put that actually in. Thanks.

ROGER CARNEY:

Great, thanks, Theo. And I think, Theo, you were going down the path, but let me clarify—is adding in what Rick said, but also that that communication should go back to the registrar that's affected or registrars that are affected. As you said, it wouldn't be a registry to registrant loop. It would be a registry to registrar, registrar to registrant if that happens.

But Rich, please go ahead.

RICH BROWN:

Yeah, Rich for the record. Yeah, on this conversation, I agree that I'm with Rick. I believe that registries should be able to cancel that. And like you were saying, that kind of downhill chain of communication, trickle-down communication. Yeah, it should be how it goes. Just like almost everything in an industry, registry actions normally go to the registrar and then communicated further from there as necessary, like to reseller, then registrant, etc.

And yeah, the registry should have it right. The other reason I raised my hand was on a different point. Whatever the note is at the bottom in line four, I think, the item where it says "registry" in the last line, I think that should be "registrar". But that's why I had my hand raised, but I agree with Rick and what was said previously. Thank you.

ROGER CARNEY: Great, thanks, Rich. Okay, so maybe we can work on a new 9.4 or get that to fit in there so that it works. Okay. Any concerns with adding that registry ability in? Again, as Rick mentioned, it's not like it happens often, but it does happen. Okay, I think it makes sense that we know that it happens, so let's account for it here. Okay. Thanks, Rich. Okay, I think we're good here, Christian, move on to the next one?

CHRISTIAN WHEELER: Thank you very much. And if anyone wants to—I see some Rick in the document. Yeah, if anyone wants to propose some language, you know, very happy to see that. Thank you. We'll move on to Rec 17 now. Apologies for the scrolling. Okay, I believe this was 17.5. So this was some language that was referring to a comment with the concern that the transfer confirmation notification might have some kind of way to immediately approve the transfer, and that there would be a concern that that could give possibly a bad actor too much power here. So this was a stipulation that the transfer confirmation must not include a mechanism for immediately approving the inter-registrar transfer. And so this is one of those that the group, you know, would think about for a little bit. So we're happy to hear your thoughts on including this stipulation in Rec 17.

ROGER CARNEY: Great, thanks, Christian. And I'll throw this out to the group today. I don't think this is—I think this goes against current policy or current

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practice anyway, but I'll leave it to others to chime in on that. But Theo, please go ahead.

THEO GEURTS:

Yeah, so a mechanism to approve a transfer immediately, that's currently in the policy. And from our statistics that's being used by 80% of the registrants. So you would be, well, again, you're gonna have this discussion. You're gonna have one specific, very bad scenario that might happen or not happen. Well, you have statistics where people actually use this to expedite the transfer for whatever reason they have. I mean, I can totally go on board with that. I mean, I use it myself, so I don't like this much.

ROGER CARNEY:

Thanks, Theo. Yeah, and I agree. I mean, I use the automatic approval as well. So Rich, please go ahead.

RICH BROWN:

Yeah, to be fair, I agree that having a means to approve a transfer immediately is good. And I believe Theo mentioned the 80% of people use this option, but I just want to say I just want to give a flip coin to this. I agree, there's two sides to this. It's kind of on the fence, but I think in this case, it's just best not to send the approval. It should be within the account or a request to the registrar of support, what have you. It must be in a secure place, I think, because I'm a proponent for not including an act link. And because I will say this, about 99% of unauthorized transfers, hijackings, do utilize this option to steal the

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domains. And I only say 99% because I can think of one case in the last 10 years that didn't use it. So yeah, well, I mean, I like the idea of, I agree, it's easier to immediately approve, but while the current policy doesn't really define either way, I think we need to define that immediate verification should just be off the table in the email. Especially with the way TACs work, the minute it's provided, the transfer is already going. And if the email's already hacked, now they've just approved the transfer. At least if the account is hacked, that's a higher level of security. It's easier for the registrar to show unauthorized access, etc.. Anyway, I'm going to get off that soapbox here, but yeah, I'm in favor of keeping this. Thank you.

ROGER CARNEY:

Great. Thanks, Rich. Yeah. And I think the interesting thing, and I think you may have hit it on it there, Rich, is today it's a registrar choice. If we put this in the policy, then it's not a choice for registrars to allow an ACK or not. So, Rich, please go ahead.

RICH BROWN:

Yeah. I don't want to correct you, but I think I'm going to correct you. Okay. There's nothing that states a registrar has to send an ACK. And this does not state a registrar can't provide an ACK. That's what I want to clarify. It is not removing the ability of an ACK. It's just removing the ACK from the notification that is automatically sent. It's just requiring them to go a little further, like make the hijacker actually contact support, where support can then maybe go, this doesn't seem right. Or at least make it work.

ROGER CARNEY: Yeah. Or to your point earlier, you can put in the confirmation, go to the control panel to immediately approve it.

RICH BROWN: Right. Log into your account, go to the transfer section, click approve. I'm just saying it shouldn't be in the email, especially, and I know we've all heard this conversation, email is not secure. Anyway. Yeah. I just wanted to point that out. I'm not advocating removal of an ACK. I'm just advocating we keep it within the normal secure realm that we keep everything else. Anyway.

ROGER CARNEY: Great. Thanks, Rich. Okay. Any concerns about adding this language in? It sounds like we have support for adding this language in. So, any concerns for adding this in? Theo, please go ahead.

THEO G EURTS: Okay, so we actually want to, as a working group, to add this into the policy, that there must not be a mechanism for approving an inter-registrar transfer.

ROGER CARNEY: In the confirmation email. In the email, it could say, go to the control panel to approve it immediately. But there's not a button there.



THEO G EURTS: Yeah, it makes sense in the sense that—well, let me put it this way, Roger. I know that for a retail registrar, this is just a doozy, but I just can't at the moment—and maybe it's been a long day—but I cannot see how I do this on a reseller level. Except—yeah, I think I can work around this, but I need to discuss this with our technical team to make sure that this—because I think there will be a change to our API, which is not a problem. But, you know, I want to sort of test the feasibility here. So I will check back and if you might answer next week.

ROGER CARNEY: That's perfect. Yep, I appreciate that, Theo. I think that's a great path to take. Okay. Catherine, please go ahead.

CATHERINE PALETTA: Thanks. This is Catherine Paletta again. I think this would benefit from some clarity—maybe that's implementation guidance—that just says exactly what you were saying, Roger. Instructions on how to immediately approve the transfer is not considered a mechanism for immediately approving the transfer, because I think this could get confusing later on when they're actually drafting the policy, and we don't want it to be such that you can't tell them how to immediately approve. So I think maybe some implementation guidance, or whatever the appropriate vehicle for that is, would be useful here, but I'm not against this.

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ROGER CARNEY:

Great. Thanks, Catherine. Yeah, okay. If this stays, I think that's appropriate to add some implementation guidance or even language if it needs to. But the implementation guidance should be okay. But I think let's give everyone some time to noodle on this and think about it and talk about it and get back to us. But it sounds like we're probably okay with it, but let's make sure, and we'll circle back to it. So, okay. Christian, I think we can go to the next one.

CHRISTIAN WHEELER:

Great. All right. The next one is Rec 18. And this was with regard to 18.3 about reasonable basis. So there are concerns that a reasonable basis is too muddy and not enforceable by compliance. And so the recommendation was to—or the comment was to include the reasons listed in the implementation guidance within the initial report, within the actual 18.3 itself. So rather than saying "includes a reasonable basis," it says "the specific request includes a basis for removal of the restriction," and then it has these three reasons listed here. So that includes the legitimate circumstances around an escrow intermediary, about the acquisition involved registered domain name completing a documented registered name acquisition, like an aftermarket purchase, and intentional release that had been transferred when it's evident that it would be in violation of the registrar's acceptable use policy or terms of service.

Now, I will also note that for 18.3, these reasons listed—there were more reasons listed by the working group in the initial report. So I'm just kind of scrolling back over here. So the ones listed by the commenter were these last three bullets. But there are also these two as well. So

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the working group should probably consider whether or not they want to include these ones in the recommendation text as well. So these reasons include if there was well-informed, documented, intentional request by the registrant, and mutual agreement between the prior and current registrar to transfer back to the prior registrar. So there are some other reasons here listed in the initial report implementation guidance that are not in this current text as proposed by the commenter. So I'll leave it at that to start, and then we can talk about the implementation guidance piece after.

ROGER CARNEY:

Excellent. Thanks, Christian. Yeah, and thanks for pointing us back to where that actually came from. I think that helps. Theo, please go ahead.

THEO GEURTS:

Yeah, thanks. So I would go back to the original text where we talk about a reasonable basis because that includes the other points that a commenter made also about where the registrar and the registrant agree and that this is all documented, etc., etc., to remove the restriction. And there was another comment that goes along what is being captured by what is reasonable. What it does now is it takes away—it limits what reasonable is. An understanding between the registrant and the registrar and whatever that reasonable is, is up to them to agree on. But now the text sort of goes like, okay, we're going to forego everything that's reasonable and we're going to limit it to these three choices. And I don't think that is what we intended to do.

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And I think that's even not what the commenter wants to do here.  
Thanks.

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

KEN HERMAN: Yes. Hi, Ken Herman for the record. Thanks. I'm either a little confused or I simply just have to disagree. I don't think that it's an issue of whether or not the registrar and the registrant agree on what the reasonable basis might be. The whole point of this is that there might be a disagreement. So basically it's the issues of, again, of perhaps actors that aren't in the best interest. And how do we determine what a reasonable basis might be for the action? So that's basically what our stakeholder group was concerned about, is adjudicating what might be reasonable in this particular case in order to lift the restriction. So I'd like to hear more. And we put these specific instances in as, you know, as it were, because that's what was mostly provided. But I think certainly we can narrow it down and perhaps make them more general so that there is at least some kind of basis that people can agree on ahead of time. For example, if there's a financial issue that has arisen, or if there's some issue about completing a particular acquisition, that you would then remove the restriction. I mean, so it's basically trying to nail down a little bit more clearly, so that people can better understand what concludes reasonable basis. So that's kind of what I'm thinking, thanks.

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ROGER CARNEY: Great, thank you, Ken. Theo, please go ahead.

THEO GEURTS: Yeah, thanks. And now with that knowledge—very valuable, Ken—you know, when I'm talking about reasonable, and I try to be as open-ended as I can be, because when we are looking at all the cases where a registrar and a registrant could agree on is, what we often see in the field here is where a registrant moves to a reseller of ours, and then suddenly realizes like, holy cow, this is a very technical reseller. I actually don't have the knowledge, and now I can't get my domain name to work. I need to transfer out. Well, you can't, because now we got this very specific restriction of the 7200 hours, and that is a timeline that you're going to suffer as a registrant. So my intention was always here to be as consumer slash registrant friendly as I could be here as a registrar, because we see this happening, that there is a wrong choice by the registrant for whatever reasons there can be, you know, and you don't want to sort of ruin that domain experience, which I find very important, that that sort of flushes down the drain, because we have an ICANN rule that says, well, if it has nothing to do with this and this and this, but nothing related to whatever, you know. I wanted to be open-ended. But, you know, if your group, the non-commercial stakeholder group, finds like, okay, but we think this is better, this text that we have here is better for the registrant, well, then I'm not going to argue against an entire stakeholder group who represents the registrants here, because that would be out of line, I think. Thanks.

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ROGER CARNEY:

Great. Thanks, Theo. And I wonder—Christian, can you flip back to the other reasons that we provided? I wonder if, you know, number one there, the first bullet doesn't cover all of those, you know, and to Ken's point, you know, it's, you know, obviously what they want to try to stop is when there's not agreement. And maybe it's, you know, the number two where it's mutual, you know, obviously, if they're not agreeing, then that's not mutual. So I think if one and two are added back in, I don't—and Theo, maybe think about that—does that solve, does that cover, you know, the open-endedness of the possibility? So just something to think about. And I know that we use this language in other parts of our contract and it is enforceable. So, but I think it's a good point to talk about. Zac, please go ahead.

ZAK MUSCOVITCH:

Thank you, Roger, Zak Muscovitch. So just with what you were just mentioning, Roger, I could live with having the first two bullet points added in as a possible solution to this as well. One suggestion, if we can just go back, Christian, to the draft language. One possible suggestion to consider about how to bridge these—the gaps between the two perspectives is that if you bear in mind that this is all "may"—the registrar may remove—so even if whatever we list there, it doesn't force a registrar to do anything, right? They can take a look at a list with a hundred things on it and say, we're still not going to do it. So this is really at most some kind of suggestions or guidance of totally non-binding nature to registrars about what circumstances would encourage them to lift the transfer lock. So one thing we could consider here that takes into account the open-endedness of the reasonable basis, the original language and the more specific language that's currently listed

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in yellow—aside from adding in the two first bullet points, which I could also live with, and even aside from just that well-documented intention, Roger, which is yet another option. But we could say that the specific request includes a reasonable basis for the removal of the restriction, which includes, but is not limited to. That really wouldn't really expand anything because it's still subject to the registrar "may" anyhow, right? Because we're not making up rules for when they shall. We're just saying, here's some ideas about when you may. Thank you.

ROGER CARNEY: Great. Thanks, Zak. Thanks for that, trying to get to that middle spot there. Appreciate that. Theo, please go ahead.

THEO GEURTS: Yeah. So as Zak mentioned, adding those two other comments in will sort of close that loop there. So from the original commenter. So that's point one. I would be also in favor with that. And yes, Zak is right. It's still a "may," and there might be a million reasons that a registrar will say no. But I think that it boils down to how commercial or customer-friendly a registrar is. And several registrars might go like no all the time. And then you have registrars that go like, yeah, we don't have a problem here. And they will be regarded with better customer service. And maybe a customer goes back at some point. Who knows?

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

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KEN HERMAN:

Thanks. Thanks, Roger. Thanks to Theo and Zak for their input. I do appreciate that. I think that we can come to some agreement. I mean, I'll talk to some of my colleagues. But the intention here was to provide some more specific guidance on what conditions so that there can be some basis upon which to adjudicate any disagreement about whether it should be removed or not. And, you know, it's not clear to me how the implementation guidance actually functions if it provides some basis after the fact for the parties to then come to some agreement as to what might be meant by reasonable. I think that we can agree that the concept is vague. And I know it's intentionally vague. And I think that's where we have some discomfort. So I think we can get certainly those first two bullet points that were there. And I don't recall seeing them in the past. Perhaps we felt they were simply self-explanatory. But I think something of that nature, if it was documented in the policy and it was clear that some of these other terms would form a basis for compliance to make some judgment after the fact, then I think we would be reassured enough that this is not being extended in a capricious manner by registrars that really, you know, not really that concerned with the things that I've heard discussed here. So the bottom line, I think we can move ahead on that basis. Let's be sure to include some of these things that say it has to be the specific request and it has to be well-documented, which we have already. And some of these other points, I think we can move forward from there.

ROGER CARNEY:

Great. Thanks, Ken. So what I'll suggest is staff to update this to Zak's proposal and then Ken and everybody else can take a look at it and see if that works. But let's take what Zak had got to a middle spot there and



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work from there. And everybody can then opine on those. So, okay, great. Christian, I think we can go on to the next one.

CHRISTIAN WHEELER:

Great. Sounds good. And yes, staff will go in and add in some language based on Zak's recommendation. Next piece is Recommendation 19. And this is regarding the time that the notification of transfer completion should be expressed in. So the suggestion was to include Coordinated Universal Time or UTC within this. There was also some discussion of possibly adding in as this is as a minimum or for whatever the time zone of the registrar is. But so this was one of those pinned conversations about how that time should be expressed.

ROGER CARNEY:

Great, thanks, Christian. Yeah, and I think most people with an operational mind love the fact of pointing to UTC, but I think that one of the issues is—to me anyway—many registrants won't appreciate that specificity. So Theo, please go ahead.

THEO GEURTS:

Yeah, that might be so. I'm not sure about that. I mean, I cannot back that one up. I don't have any facts there. But when I look from a logical perspective, I mean, you have to agree on something in my world. And of course, you can go like, go with the time zone of the registrar. I think that is very limited, though, in the sense like, most of us operate on a global level. So these time zones would be all over the place. Plus, if you look from a different angle again, for ICANN compliance, for example,

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you know, if they are aware it's always UTC, then they don't have to go figure out when it was. I mean, you can make that very, very complex if you want. So I would go with UTC, but I go with the will of the group here. Thanks.

ROGER CARNEY:

Thanks, Theo. Yeah, and I think Christian mentioned—and I don't know if the commenter mentioned, I'd have to look—but you know, is UTC the minimum? And then maybe you provide the registrants or the registrar's whatever it is, registry's date and time, but also including UTC is another option. So Volker, please go ahead.

VOLKER GREIMANN:

Yes, thank you. Similar to Theo, I'm of two minds on this. On the one hand, I think it can be helpful and will probably be not helpful if every registrar were to basically be able to have time specifications in there that don't give any information about the time zone. So I think a time zone indicator should be included in any case. Otherwise, it will get—just get too confusing because does it mean the registrant's time zone, the registrar's time zone, the reseller's time zone, the time zone of the grandmother, of the brother, of whoever has something to do with the domain name. I think we need to have some specificity there. I'm not sure that everybody knows what UTC is or not. So it might not be UTC. It might be if you have a registrar that's located in North America providing only services to West Coast customers, or everybody knows that they're somewhere in Arizona, I don't know, then they can specify the time zone that they want, but they need to specify it, I think.

ROGER CARNEY: Great, thanks, Volker. Yeah, I think that's something—not just date and time, but including the time zone, obviously. And again, I—as everybody kind of points out, you know, this is kind of the two-edged—I think universal time is great, but I think, you know, you run into it because registrants are going to do something on one day and UTC is going to be a day forward or a day back, and they're like, well, I didn't even ask for it yet, or that's not even occurring until tomorrow or something. So I think that that's the issue with UTC, is just everybody has to understand it then, or they get confused on it. Jody, please go ahead.

JODY KOLKER: Thanks, Roger. Volker stole exactly what I was going to say. It doesn't matter if we put it in Coordinated UTC time, but as long as it has a time zone on it. Just don't have a date and a time with no time zone, because that just completely messes up anybody looking at it. So we can get rid of the Coordinated—the UTC time—just as long as we put in something like date and time that the transfer was completed, including a time zone, whatever time zone it is that needs to be included. Thanks.

ROGER CARNEY: Okay. Are we good with dropping UTC, or do we include—and again, maybe that even makes it more confusing if you're including two times, so two dates in time. So something to think about. Owen, please go ahead.

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OWEN SMIGELSKI: Thanks, Roger. It's Owen Smigelski, and I was jumping in to say what Volker just put in the chat about the curse that's daylight savings in there. And so that's, I think, one of the reasons because I live in Los Angeles, I am very familiar with UTC because I have so many ICANN meetings. I don't know what my own time zone is right now—my Pacific time, daylight time, the savings time, whatever. So it makes it difficult. And so I really think that, sure, it makes sense to do a local time zone so that the person seeing the transfer or I can understand, but there needs to be—that's why I think also doing a UTC because UTC never changes. It doesn't have those time zone changes and shifts. So it's always that. So that's just my thought just to try and avoid confusion and ambiguity because with time zones, going through those different things, there can be one, two, three different time zones for the same place. If you look at like a state like Indiana. Thanks.

ROGER CARNEY: Yep. Thanks, Owen. Rich, please go ahead.

RICH BROWN: Yeah, Rich Brown for the record. Just kind of coming to a middle ground here, perhaps we could just update the wording to say a date, time, and time zone that the transfer was completed. That way, just leave it up to the registrar to define what time zone—UTC, whatever the heck they want—but it still keeps a format that everybody seems to be agreeing on that at least, you know, the time zone is communicated. So I think that might just be a good middle line to go with instead of defining time zones, etc. On the other hand, I also agree that maybe we should send it

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in UTC and the registrar can still provide any other time zone, you know. But I am in agreement that we need at least those three things—date, time, time zone. Thank you.

ROGER CARNEY:

Thanks, Rich. Yeah, and I don't think—to me, it's not a compliance issue if you're including those three elements. We know compliance can, you know, convert that to UTC if they want to or not. So I don't think that—you know, obviously I think we have to have time zone as one of the three there. But yeah, the UTC to me—up in the air. Again, good, bad, maybe confusing, maybe not. I don't know. Ken, please go ahead.

KEN HERMAN:

Yeah, thanks, Roger. So just to weigh in, UTC I think makes the most sense for me and the people that I work with. It's well, universal. And sometimes time zones can be difficult to interpret. I know a lot of people have no idea what UTC is. I usually refer them to their phones, which have a clock on them that will tell them. And anyway, if there's an issue, they're going to call their contact and the registrar are going to ask what this is all about, and it'll be explained. But I do know that looking at—having looked at a lot of headers of email records, they don't have—they have basically a time with a plus or minus. I never understand what they're talking about. I think that really gets confusing. So I wouldn't complain if they included also a local time, but local to whom is really the question in my mind. My registrar is in a different time zone than I am. And so I'm not really clear what they're talking about with the time. So I would vote for UTC at the very least. Thanks.

ROGER CARNEY: Great. Thanks, Ken. Yeah, and I would recommend never saying—and again, not that it's in policy—but local time. As people have indicated, if you provide date, time, and time zone, it really doesn't matter. It's then calculable at least if it's the registrar or the registry. If you're providing the time zone, at least that, hey, that's two hours off of me or whatever. So you can figure it out. But Steinar, please go ahead.

STEINAR GRØTTERØD: Yeah, hi, this is Steinar for the record. I sincerely hope that it will be in UTC. But I also like to have something that I very often see now—a time set in UTC and thereafter a wording say this is translated to Central European Time, the time slot in there, North America, East America, whatever. This kind of easy understanding what the different time zones is, except from the UTC and based on the UTC. I think the UTC is important, but a little more text into that can't be that tricky to get into. Thank you.

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

RICK WILHELM: So one, the registries don't have a position on this. I would remind folks that the transfer occurs at the registry. And so the actual time that it happens in the, is, is determined at the registry and time zone comes from there. As an observer to this discussion, I find it, and I'm smiling right now. I find it kind of funny that this is a reg, the notification that's

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intended for a user. And I find it kind of funny that there's a lot of arguments to translate this into UTC when everyone here is among the 1% or a tenth of 1% of people on the planet that understand what UTC is. And I'll go on mute. Thank you.

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

CATHERINE PALETTA: Thanks. Plus 100 to Rick. I still find UTC confusing. I think we need to take a step back here and ask, do we need to specify a time zone? It sounds like we've heard people say that might be confusing. Having two time zones where it says this was completed on November 26th, at this time UTC, which was November 25th, this time mountain daylight time, mountain standard time, whatever we're in right now, where my Registrar is, just I think is confusing. And so I don't see a value in enforcing UTC when Registrars are going to know what their customers understand. Maybe all registrar notifications already include UTC and everything is done in UTC. And that's great. That's a great option for that Registrar. That's not how my registrar works. And I think breaking just this notification out into UTC, and then potentially having, as you highlighted, Roger, the two different days on which things happen, I think will be confusing to consumers. And I think Ken said, well, those people will just call their Registrar and ask. My Registrar does not want to be dealing with hundreds of these questions. Our support team has more important stuff to be doing, when we could easily just leave this to the Registrar to determine. And Steinar, I take your point. UTC is not

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confusing for you. I promise it is confusing for me. I have no doubt that you're smarter than I am, but then that probably puts me closer to the average bear of our consumers that would find it confusing, if they've ever heard of it at all. So I think we get the same point across by just saying, you have to specify the time zone. And if a Registrar knows that UTC works for their customers, that's a great option. It is not likely to work for my U.S. customer base. So thanks.

ROGER CARNEY:

Yeah, thanks, Catherine. So a good point, and maybe something to call out, actually, is UTC is not a time zone. So if we say something, date, time, and time zone, obviously, unless you're providing in UTC, because then there is no time zone. But I think we'd all agree that the three elements have to be here. And then, like Catherine said, maybe it's just optional on what that becomes. So, Rich, please go ahead.

RICH BROWN:

Yeah, Rich Brown, for the record, just want to say, yes, completely support what Catherine just said. I think we just need to keep it simple, like the KISS method. We all know how that is spelled out. Just keep it date, time, and yeah, we can add in the words time zone. And just leave it at that. And let the registrars and their customers and whatnot choose what's best for them. And once again, this is all preferential. And if we really want to dig into the weeds, and you all can hate me for that, but in terms of date, is it day, month, year? Month, day, year? Year, day, month? Sorry, I know many countries that do it differently. If we're going to start standardizing everything, my point is, let's just keep it



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simple to date, time, time zone, and let everybody else just figure out how they want to present that. And because on the back end, as long as the time zone is given, it doesn't matter who it is, compliance or registrar or registry looking at it, we can convert to UTC or whatever very easily because we're the 1% that know it all, right? Anyway, it's just a call for simplicity. That's all. Thank you.

ROGER CARNEY: Great. Thanks, Rich. Steinar, please go ahead.

STEINAR GRØTTERØD: Yeah. Hi, this is Steinar for the Record. Maybe this is something European, American, fine, but I'm not sure about, but UTC is, as it says, it's coordinated universal time. If we take an example, if I have a North American registrar and I get the timestamp in this time zone without, and the time zone is set in the notification, I need another tool to identify what time that is in my time zone, which is Norway. And so that's why the UTC combined with an instruction, how this will be reflected in the different time zone based on where the customer is located. That is so common used as far as I see. I got a lot of notification and emails, not only from our camera, but we already have this timestamps UTC, and it is definitely well known, honestly, well known. Thank you.

ROGER CARNEY: Thank you. And I think you probably hit on—and I was thinking about it as everybody goes through it—I think this is a—as much of a cultural

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thing, it's probably not common here in the States as it is in Europe and elsewhere being used. And who knows, besides those—I don't even know, is it big in Africa? Is it big in the East? I have no idea. But I think getting back to the point of, obviously, we need to have date and time and time zone. And I think—I don't remember, maybe it was Rich that said it and Catherine said it—and let the customers and registrars deal with the best way that they want to identify those things. But at least adding time zone has to happen just because it doesn't provide the necessary tieback for anyone. Okay. I think we nailed this down to, obviously, we need to add time zone if it's providing date and time. And if people choose UTC, then I don't think that's needed, but the date and time—or the time zone. But I think all those are options to have. And again, as long as we add time zone, then we're—as someone mentioned—we can calculate that back. So, okay. I think we beat this one pretty good, Christian. So I think we can move to the next one.

CHRISTIAN WHEELER:

Thank you, Roger. Yes, good conversation. And I feel like the group is making some good progress here. The next one is Rec 21, which was regarding—let's go to the under-construction piece—element of it. So it's with regard to this piece, namely this last highlighted section. So this is about situations or reasons that the registrar of record may deny a transfer request. And there's one that was evidence of fraud or B, evidence of DNS abuse as defined in the Registrar Accreditation Agreement. And then there's this text, which states, "If the registrar denies a transfer request for this reason, the registrar must provide, to the extent possible under the law, a specific rationale for denying the transfer request to the RNH." And where this discussion was pinned last

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time was whether—was first of all about this language, but namely about whether the registrar should need to provide the specific rationale or the specific evidence for denying the transfer. So I think that the idea of whether the evidence that should be provided should be included within this recommendation, perhaps instead of rationale. So I'll leave it there. Over to you, Roger.

ROGER CARNEY:

Thanks, Christian. I thought we had language in our recommendations already that for any denial that they have to provide—or have the ability to provide the rationale. But to your point, you know, is that evidence or rationale, which maybe some people think are the same, but they can be slightly different. So—but Ken, please go ahead.

KEN HERMAN:

Yeah, thanks so much, Roger. This is Ken Herman for the record. Yeah, I think—I'm also a little confused between rationale and evidence. I lean more towards evidence. I understand that there might be limitations, so we can accept "to the extent possible under the law." But I think that we want to avoid a situation where a registrar refuses the transfer, cites fraud or evidence of DNS abuse, and then refuses to provide any further evidence to the registrant. I think that there should be some strengthening of the recommendations so that the registrar will do that. I don't think any of us really believe that the registrar wouldn't do that, just out of spite. But I think it certainly, for our purposes, kind of strengthens the position and allows for discussion about how we can resolve this particular problem that seems to come up. I might not be

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aware of any issues having to do with fraud or evidence of DNS abuse on my website or something like that for this particular reason. So that's kind of where I'm trying to get to. I'm not clear on the language that would get to it, but the stakeholder group wants there to be some sort of strong encouragement for the registrar to open up the discussion and say, this is what we have, and we have to do that through the policy. Thanks.

ROGER CARNEY:

Great. Thanks, Ken. Yeah, and I like the extra comment you made there about "upon request." I think that's a good addition as well to this. To your point on rationale or evidence, yeah, to me, it seems like they would provide whatever they had. But to your point, maybe some registrar will try to do it out of spite. I don't know if that's something that happens or not. So I don't know if rationale needs to be changed to something. But I did like the point of providing this "upon request" is a good add to me. I personally don't see a problem adding this. I don't know if anyone else has concerns about adding this additional language. Ken, please go ahead.

KEN HERMAN:

Yeah, Roger, thanks. I think we just need to kind of get to some agreement on whether the word "rationale" is the right word, right? "Rationale" implies to me, well, it's evidence of fraud. That's why we're denying it. As opposed to, you know, providing the specific evidence to support the rationale, right? So that's where—that's the only thing I need, you know, I feel we can resolve.

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

VOLKER GREIMANN: Yes, I think we should probably provide a generic reason, but not all the evidence. I would feel very hesitant about being required by ICANN policy to provide a criminal with the exact evidence that allowed me to determine that their domain registration was being used for fraud. So essentially, yes to providing a reason, no to anything beyond that.

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

RICH BROWN: Yeah, Rich for the record. And you'll have to forgive me. I don't have the full policy up and I'm trying to find it. And please, somebody in the group, correct me if I'm wrong. But when a transfer is denied or is canceled or whatnot, the registrar is supposed to provide reason or notice that the transfer, like, canceled, failed, insert synonym here. And wouldn't that notice just be part of this? Like, your transfer failed due to evidence of fraud or transfer failed due to this or invalid TAC, etc. I'm just trying to find in the policy where—I know it's there. I just can't find it. But yeah, I think it's already covered is my point. And my problem is right now, I just can't find that at the moment. But anyway.

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ROGER CARNEY: Rich, the language is that registrars must provide the RNH and gaining registrar reason for denial. So to Ken's point, the reason is fraud. But okay, but what fraud was it? So I think that that's the pull. And to Volker's point, you can't get too specific because you don't want to let them find a way to get around it as well. So Ken, please go ahead.

KEN HERMAN: Yeah, thanks, Roger. Yeah, I understand Volker's point about, you know, you need to have some limitations. And I agree. I think I recall seeing some language somewhere that obliged the registrar to provide something more. But I think that we can settle on the—you know, whatever we can provide within the context. So at least the registrant knows what they're dealing with. Yeah.

ROGER CARNEY: Great. Thanks, Ken. Again, I think that the idea here and what we're adding makes sense. And to Ken's point, let's focus on what "rationale" means. So maybe we put "rationale" in brackets and we think about that for a little bit. But also, I wanted to introduce Ken's thought earlier about, you know, "upon request." So it's not necessarily they have to provide this every time. It's when someone wants to know, okay, what are we doing wrong? And maybe that's something to add there. Rich, please go ahead.

RICH BROWN: In terms of the "upon request" addition, yeah, okay with "upon request." I mean, as far as I'm concerned, the policy already states we

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have to give it. So "upon request," fine. This hand raise is kind of off topic. But on this current bullet point here, do we need to say "evidence" twice? "Evidence of a fraud or evidence of DNS..." I'm just wondering. It doesn't read right to me. "Evidence or evidence..." Anyway, just wanted to point that out. That's all. Thank you.

ROGER CARNEY:

Yeah, thanks, Rich. And we did talk about this because I think at one time we did not have it there. And then people thought that it needed to be clearer. And maybe—thanks, Volker—maybe that just goes into, you know, A is "evidence of fraud" and B is "evidence of DNS abuse" instead of having, as Rich says, when you read it, it says, you know, if you read B, it says "evidence of evidence of," which gets a little confusing if you're trying to read it that way. So maybe that's just A starts with—or this section starts with A, "evidence of fraud," or B, "evidence of DNS abuse." Okay. Ken, please go ahead.

KEN HERMAN:

Yeah, thanks, Roger. This is Ken Herman for the record. I was also looking for where we said that you had to provide this anyway, and I was confused because the document that we're looking at only has the recommendation 20, I think, is the one that everybody's sort of getting to with "upon denying the transfer, the registrar must provide the RNH with a reason for the denial," and there was a revision there "upon denying requests." I think that if we work with that and if we can provide whatever we can for the rationale, I think we'd be satisfied with that.

ROGER CARNEY: Great. Okay. That sounds good. Okay. Well, we're down to our last minute. So I think we will stop here and pick up from here when we move forward. But I'll turn this back over to Christian for any last words here.

CHRISTIAN WHEELER: Nothing left for me. Thank you all. I think we just have one, two, three more recommendations to get to before we can move on to Group 2. So if the group hasn't reviewed those public comments regarding Group 2 recommendations—I believe that's 29 through 47—then that would be helpful as we start to go into that conversation next time.

ROGER CARNEY: Yep. Okay. So what we'll plan is to pick up here, finish these quickly next week, and then get on to 29. And hopefully we get all the way through 47—I know we won't—but 29, we'll start back up. We'll finish these reviews and then get back to 29. So please remember to take a look at those comments and review those updates and the under-construction stuff for that. So, okay. Thank you, everyone. And we'll talk to everyone next week.

**[END OF TRANSCRIPTION]**