

GNSO
Post-Expiration Domain Name Recovery (PEDNR) drafting team
26 January 2010 at 19:30 UTC

Note: The following is the output of transcribing from an audio recording of the Post Expiration Domain Name Recovery (PEDNR) drafting team teleconference on 26 January 2010 at 19:30 UTC. . Although the transcription is largely accurate, in some cases it is incomplete or inaccurate due to inaudible passages or transcription errors. It is posted as an aid to understanding the proceedings at the meeting, but should not be treated as an authoritative record. The audio is also available at:

<http://audio.icann.org/gns0/gns0-pednr-20100126.mp3>

On page:

<http://gns0.icann.org/calendar/#jan>

Present:

Alan Greenberg – ALAC - Chair
Michele Neylon - RC
Cheryl Langdon-Orr - ALAC Chair
Ron Wickersham – NCUC
Alaine Doolan – IPC
Berry Cobb - CBUC
Tatyana Khramtsova - RC
Shiva Muthusamy – At-Large
Paul Diaz – RC
Helen Laverty – Registries
James Bladel – RC

Staff:

Marika Konings
Gisella Gruber-White
Margie Milam

Absent apologies:

Mason Cole - RC
Mike O'Connor – CBUC
Ted Suzuki – IPC
Karim Attoumani – GAC

Coordinator: This is the operator. I'd just like to inform all participants that this call is being recorded. If you have any objections you may disconnect at this time. Go ahead you may begin.

Gisella Gruber-White: Alan would you like a quick roll call?

Alan Greenberg: Yes thank you.

Gisella Gruber-White: All right. Good morning, good afternoon, good evening, to everyone on today's PEDNR call on Tuesday the 26th of January.

We have Alan Greenberg, Shiva Muthusamy, Tatiana Khramtsova, Cheryl Langdon-Orr, James Bladel, Paul Diaz, Elaine Doolan, Berry Cobb, Michele Neylon. From staff we have Gisella Gruber-White, Marika Konings, Glen de Saint Géry, Margie Milam. And we have apologies from Mason Cole, Ted Suzuki, and Mikey O'Connor who may be late on the call and if he's not able to make the call does send his apologies.

And also remind everybody please to state their names when speaking for transcript purposes. Thank you. Over to you Alan.

Alan Greenberg: Thank you. Should we add Cheryl's chickens on to the attendance list?

Gisella Gruber-White: I was wondering what that was.

Alan Greenberg: They're making themselves heard. I think they should get credit for it.

Cheryl Langdon-Orr: I like, you know, we're very noisy at the moment because the...

Alan Greenberg: No comment. Okay we have a - there's a request to add as any other business some points brought over from the RAB group.

And I think Michele and/or Cheryl will be presenting that at the end of the meeting. Is that correct?

Cheryl Langdon-Orr: That is correct.

Alan Greenberg: Okay. Anything else?

Michele Neylon: I nominate Cheryl.

Cheryl Langdon-Orr: Rubbish. You're already nominated. Stop the...

Alan Greenberg: You can fight over it at the end of the meeting. Is there any other change the needs to be done to the agenda?

Then I would suggest we start. I trust you have all gone over these documents with a fine tooth comb and have a whole bunch of things to raise either for clarification or whatever.

I'm going to try to keep an eye on the Adobe room to see who puts up their hand. But I'm also looking at a document which is printed in such fine print that I have to squint.

So unfortunately I did it before Marika sent the new version. So if someone is being ignored please just call out.

I would suggest we do it row by row and see if there's any comments questions or whatever. And I'll start with row zero.

Marika can you explain the call - well first of all can you explain the lettering? Is there any pattern to it or is it just to mystify us?

Marika Konings: It's just to mystify you. It's completely random. So no one is able to figure out who - which letter is as which registrar.

Alan Greenberg: Okay. I do have one request regarding the number of columns that it really applies to during the report but I'll mention it now.

I found it very confusing that we have 11 columns. One registrar has been - two registrars have been collapsed into one column.

I think we either need to separate it into two columns which happened to be the same or reduce the number of registrars to nine.

Because otherwise the statistics keep on getting confused we're talking about nine in some cases and ten in another.

So I don't know how other people feel about that. But I think it's going to be a lot clearer if we take the two registrars which are in fact identical and treat them as a single one for the point of view of the survey. Does anyone have any problem with that?

Hearing no screams and seeing no hands perhaps we can have that done for the next time we look at this.

Marika Konings: So just do...

Okay...

Marika Konings: ...just to clarify then so you want just to have one column and basically in the registrar survey refer to nine registrars and (content) according percentage instead of ten?

Alan Greenberg: I think so. Otherwise we've identified the registrar by duplicating the column. And the intent was not to do that.

One can figure this out but we're not supposed to make it too easy. And I don't think it - we're still representing the same number of registrants. So I think it's easier for work out of nine and then - and we don't have any confusion.

Marika Konings: Yes. And I presume for the calculation we'll leave the biggest one in and take the smallest of the two out?

Alan Greenberg: Oh I was - I simply was going to merge them together for the purposes of the thing. If you want to be scrupulous about it and say there's only nine registrars then yes could take the smaller one out.

I don't have any real objection you away. Can you explain the comment you had in the title line of G?

Marika Konings: That is basically an unproven and that column is based on information I found in the registration agreement or, you know, all the documents on the register Web site.

But I still have not received feedback from the registrars. I've received several emails saying that they would get back to me and they're working on it and their really working on it and they need a little bit more time.

But I still haven't received it. So this is basically just to highlight that this is, you know, what I found. You know, I can, you know, provide people with a document on the base of which I came - come up with these answers. But it's, you know, some of the information's not filled in because I didn't get an answer...

Alan Greenberg: That's...

Marika Konings: ...from the registrar.

Alan Greenberg: That makes eminent sense. I read it exactly the opposite. That is you have not verified it but it was completed by the registrar.

Marika Konings: Okay.

Alan Greenberg: Okay.

Marika Konings: I'll make that not verified or - and well I'll figure something out.

Alan Greenberg: Okay. I'm probably the only one who read it that way. Any comments on line - on item one? Hearing nothing.

I have a comment on 1A. And the comment has little to do with the substance of the answers other than some registrars treated this as the auto renew between a registrar and registry which I think is what we meant.

And some treated it as the auto renew between the registrant and registrar which I think highlights the fact that we need to carefully define these terms and make sure we use different terms for the different relationships.

It happens again some - a few other times later on in the survey. Then if registrars interpret these words differently I don't think there's a hope in anything for a pure innocent - for an registrant wandering up to understand the correct meaning.

Shiva? Is Shiva there? Hand is up.

Shiva Muthusamy: Can you hear me? Hello can you...

Alan Greenberg: Yes.

Shiva Muthusamy: ...hear me?

Alan Greenberg: Yes we can you.

Shiva Muthusamy: Yes. Okay. From the sheet I can see that the (unintelligible) between registrars vary on all the points. So that's an indication that we need a second degree of common practices among registrars to be specified or something like minimum standards or practices or (unintelligible).

Alan Greenberg: Okay.

Shiva Muthusamy: The practices are too different at the moment.

Alan Greenberg: Okay. I think you're jumping the gun and trying to come conclusions about what we do on it.

Right now we're just trying to review the specific answers and see what we understand from them not look at the remedies if any are needed.

Any other comments on Line 1A? 1B?

My comments here are is that the range is interesting. The range is anywhere from an unknown before Column Q, the second to last one up until it looks like 11 or 12 messages.

There still are a few that are marked saying that they are due at their convenience but not as a contractual obligation.

Marika did we not get a statement at one point that that was a violation of the RAA?

Marika Konings: This is Marika. I've actually raised it with the compliance team and they're going to look into it. Because of course and I'm speaking here as a non-lawyer and no one, you know, has confirmed or denied whether that's the case.

Because my question would be although they state that they're, you know, it's a convenience they are actually doing it. So does it mean that there not in complying (sic) just because they say that they don't have an obligation? Because they do fulfill the obligation by sending the notes.

So then, you know, so I forwarded those two cases to compliance to give their view on it and, you know, if necessary raise it with for the registrars in question.

Alan Greenberg: Okay. So we haven't gotten an answer back from compliance on that yet. For two of them the shaded column which implies there is only one message.

And Column Q, the second to last one is not - is silent on when the messages are sent. Is that something you're still planning to follow-up on?

I know on the shaded column you're still trying to follow-up. But on Column Q it doesn't talk about when they're sent at all and that is one of the questions we asked.

Marika Konings: I'm happy to follow up on that one.

Alan Greenberg: Okay. Any other hands? No hands, no screams?

1C? Do we have (Ron).

(Ron): Yes. I would only make a point that this is back on 1B.

Alan Greenberg: Okay.

(Ron): Your point of the convenience and not complying with the RAA. I think the issue while someone may say their lawyer won't let them say we'll will send an email, the agreements don't go so far to be so protective as to say before upon registration a careful lawyer would say oh, we may or may not or as a convenient to the registrant we may or may not forward the registration to the registry. So I don't think notification...

Alan Greenberg: Or we may or may not take your money.

(Ron): Yes, right. Right, so those things that don't appear, they're anxious to take your money. It's only on the - they're only careful on the renewal aspect.

Alan Greenberg: I think that's noted and we will come back to that when we look at what we do we do as the next steps.

Any other comments on 1B while we're back to it or 1C?

Again I'll note if you read the words carefully we're looking at anywhere from not-specified and presumably zero to we may or may not up to about four messages depending on how you count them during the period of time. It's a wide variation. The variation itself is not bad.

1D, any comments? 1D is does the registrar make substantial changes to WHOIS? The summary of the answer seems to be yes, no, maybe or sometime.

1E. I have a question. Marika can you explain what the answer to B is? I have a very hard time parsing it because I - the acronyms that I'm not familiar with.

Marika Konings: So which question are you asking about the answer...

Alan Greenberg: We're talking about...

Marika Konings: ...1E by D?

Alan Greenberg: 1E, the very first column. I have several questions on this row. But the first column is the one I'm looking at now.

Marika Konings: What is the specific question you have on that one?

Alan Greenberg: Well I'm not - what is an extended redemption period? That says 120 days. I didn't think there was any period that was 120 days even if you add up the

RGP and the auto renew grace period, I don't think they come up to 120. I don't remember exactly.

Marika Konings: We need to check in their agreement, just going down see if it's described somewhere else. I think they did outline in their agreement what they meant with it.

Alan Greenberg: Okay if you could clarify that a little bit because it's confusing as I read it. And my next question also on this line, does no one else have any comments? Everyone else understood everything.

The next question is in column S as in Steven. It says such renewal after the expiry of the registration may not result in the exact reinstatement of the registration in the same form as it was prior to expiry. What does that mean?

Marika Konings: I mean that's how it was put in the registration agreement so...

Alan Greenberg: How can they reinstate it and still have it - and have it change in that? James has an answer or a question. James?

James Bladel: James does not have an answer. James has a request...

Alan Greenberg: Okay.

James Bladel: ...which is that the font is way too small for me to read on this screen.

Alan Greenberg: Okay.

James Bladel: So I opened the spreadsheet in a separate application which renumbered and re-lettered all of the columns.

So if we could find a different way to specify where we are reading from I think that would be helpful.

Alan Greenberg: James if you go back to Adobe there's a little slider at the top which...

James Bladel: Yes. I know.

Alan Greenberg: ...can change the...

James Bladel: I've played with that for a good 15, 20 minutes and I...

Alan Greenberg: Oh.

James Bladel: ...finally gave up and open it up in Excel, so...

Alan Greenberg: Okay.

James Bladel: So if you can give us, you know, the number before or after the shaded bar I think that's a good landmark or point of reference that...

Alan Greenberg: Okay.

James Bladel: ...can help.

Alan Greenberg: Okay. We're on...

James Bladel: That would be very helpful.

Alan Greenberg: We're on row 1E now.

James Bladel: Yes. I got that.

Alan Greenberg: Okay and the third to the end.

James Bladel: Okay.

Alan Greenberg: Hold on, fourth to the end, sorry. The one with a lot of words. And I'm looking at a sentence starting just about at 40% into it saying such renewal after expiry of the registration may not result in the exact restatement of the registration in the same form as it was prior to expiry.

Marika Konings: If you're...

Alan Greenberg: I'm trying to understand what that may mean?

Marika Konings: If you read the next sentence I think it means that the cost of your registration might be different at that point. Because (it's saying) however and part of the cost prior and post expiration provided during (unintelligible) is exactly the same.

So I think what it's trying to say is that you're - you might pay it different price for your registration. That's theoretically possible. But in practice, you know, it is the same. And I think that's what is meant with...

Alan Greenberg: Yes.

Marika Konings: ...in the same frame.

Alan Greenberg: If what it means by registration may not be in the same form meaning the price differs, I guess they have really good lawyers.

All right. And lastly in the very last column of that row we have according to the registration agreement, the RAE has the possibility to renew the domain name registration for the regular renewal period for three days after expiration.

After that until 40 days after expiration an extra fee may be applied in practice. Fine. This often depends on whether the registrant renews through a reseller or with the registrar.

Fees to renew after expiry are comparable to the registrar's normal renewal fees for direct customers. But a few lines up it said they may be different?

I guess they'd be the same for the first three days and then after 40 days an additional fee may apply. But then it says they'll be the same. So again I'm just a little bit confused.

Marika Konings: But that's why the sentence comes in and practice often depends on whether the registrar renews through a reseller or directly with the registrar so basically saying if the person directly renews with the registrar fees are comparable to the registrar's normal renewal fees.

If they however through a reseller it might be different and an additional fee might apply.

Alan Greenberg: All right. I'm not sure it is says that but I'll believe you.

Any other questions on this row? We're now on 1F. I have nothing on 1F. If is at what point does the DNS change?

1G. Does the new page explicitly say that the original registration has expired and how it could be reclaimed?

In general the answer is yes with one or two...

Sorry. Is that Michele?

Michele Neylon: Yes. I'm sorry about that. I was trying to un-mute myself. I managed to kill the call by accident.

Alan Greenberg: Okay.

Cheryl Langdon-Orr: Well protect yourself from the call Michele, not the whole call.

Alan Greenberg: All right.

Michele Neylon: Sorry.

Alan Greenberg: But you were trying to comment on this point?

Michele Neylon: I'm just I'm a small bit confused as to which section you're looking at?

Alan Greenberg: We are...

Michele Neylon: This spreadsheet is really, really hard to view.

Alan Greenberg: Okay. Did you know about the slider at the top which increases the size?

Michele Neylon: Oh I'm looking at the spreadsheet here in Excel. I'm not trying to use...

Alan Greenberg: Okay.

Michele Neylon: ...it.

Alan Greenberg: Okay. We were just on line, the Question 1G.

Michele Neylon: Okay 1G.

Alan Greenberg: And there was no comments on that. And we're just about to go on to 1H.

Michele Neylon: Okay fine it says - just repeat every couple of seconds which question it is because it's really...

Alan Greenberg: I will.

Michele Neylon: ...easy to lose oneself in this Excel spreadsheet.

Alan Greenberg: I will do my best.

Michele Neylon: Sorry Alan, it's just I'm trying...

Alan Greenberg: No, no...

Michele Neylon: ...my best here.

Alan Greenberg: Well you saw my email to Marika last night.

Michele Neylon: Yes and now I'm beginning to understand why.

Alan Greenberg: All right. Marika I think we brought this up at an earlier meeting. Did you have any follow-up on - in - we're looking now looking at the second registrar column which says even after they changed the DNS they deliver email.

Marika Konings: Yes. This is Marika again. So I did exchange some emails but I still don't have a conclusive answer.

I'm going to actually remind the person again that because I think the last word I got was that he was going to check back with some of his technical people to find out and (need) exactly what was meant with that. And I haven't heard back yet so I'm going to follow-up on that.

Alan Greenberg: Okay. Yes the reason I'm pushing it is I'm worried that there is an at least one other place -- I think it's in this row later on -- where people misunderstand the concept of delivering email and are really talking about the email to the registrant, the warning, the notices and such.

And I want to make sure that we are talking about email destined...

Marika Konings: The regular...

Alan Greenberg: ...for the domain name.

The next one is the fourth to last column which starts all emails are sent to the customer name on record in the registrar system.

Again this sounds like the question they were asking is what about email going - that has been sent to the domain or are they really forwarding email, any email that comes in for any address on the domain they forward it to contact?

It would be really interesting to make sure that that is what they're doing because it's possible but highly unbelievable.

Marika Konings: Yes. This is Marika. What I understand here is that basically they're saying that they will always have an email or they normally should have an email on file that's not linked to the domain name itself which because they interpret it as meaning that the email won't get - should get to the registrants.

Alan Greenberg: Yes. That's what I'm worried about that they're talking about the email from the registrar to the registrant whereas we were talking about the email from third parties with the domain name...

Marika Konings: Okay.

Alan Greenberg: ...in question as the target.

Cheryl Langdon-Orr: Star.whatever.net.

Alan Greenberg: Well, you know, if Alan Greenberg...

Marika Konings: Yes.

Alan Greenberg: ...Alangreenberg.com is the domain that is just expired what happens when someone says sends mail to alan@alangreenberg.com?

We agonized over how this was worded so I...

Marika Konings: Yes. I think you are right. I think someone interpreted this as meaning how does a registrar get to the registrant...

Alan Greenberg: Yes.

Marika Konings: ...if it bounces. But not how - unless they set it up as an automatic forward. But I guess that's unlikely. I don't know any of the registrars, you know, will do something like that but...

Alan Greenberg: No. I agree it's conceivable. It's technically possible. It's highly unlikely.

And I think the answer to Q, the second to last one is the same misinterpretation.

Any other thoughts, no hands up? All right. Any questions on 1E, 1I, is talking about the RAE's contact mail uses the domain name that has expired. I have nothing there.

1J, okay. I have nothing for a while. So does anyone have anything prior to 1O? That's the top of the third page I think if you're looking at the original document. (Ron)? (Ron)?

(Ron): Yes. My only comment is that much of the stuff following the DNF question is interrelated. So looking at the individual responses there may not be questions but it's very difficult.

And this - when I was reading this off-line in preparation then I couldn't always get a consistent same reading all of the responses because some of them just technically didn't make any sense but only when they were reviewed vertically not just horizontally.

So that's it makes it somehow we're going to have to work that out. Even though these are - these can be consistent viewed horizontally as we are, I don't think it always makes sense. Well that's - that isn't very clear. I'll just shut up now.

Alan Greenberg: Well I don't think anyone can argue with you the presumably the registrar who answered these questions thought it was consistent.

There are occasionally things at odds. And I think that's our responsibility to try to find. I'm not sure there's any - I don't know of any magic way to do it other than to sort of read them in both directions and try to remember or look back up if you think there's a related row.

(Ron): Right.

Alan Greenberg: I don't have any magic answer for it. I wish I did. I mean I spent a good number of hours looking over these and I assume many of you others also did.

Any other thoughts on particular lines up until row O, 10?

Only two things on this. Obviously there's a blank column for the registrar that hasn't answered. And that we need to follow-up on.

The other thing I note and this is one of the first things I mentioned, and that's a definition issue that if you look at the renew grace period on our question and then in the 1/4 from the end they talk about an auto renew grace period.

And again I think we're dealing with a situation here where different people have interpreted the question different ways because of the lack of clear, clearly defined terms for all of the periods and all of the relationships. Michele?

Michele Neylon: Again just in relation to kind of practicality and being aware of the fact that I'm losing my hair and going grayer...

Alan Greenberg: I'm ahead of you though.

Michele Neylon: I'm sure you are. I'm actually yes, I do remember you are slightly ahead of me. You also have the advantage of your - of a few years on me.

Just with all due respect I mean I think at this juncture we've gone backwards and forwards and backwards and forwards with regard to the registrar questionnaire.

I mean couldn't one just draw a line in the sand say look, best efforts were made to get answers to all of these questions and, you know, this is what we got?

I mean going back again and again and again trying to get answers to one or two minor questions at this juncture, it doesn't seem to be particularly fruitful.

I mean there's quite a lot of data has been collected from people and, you know, surely that's enough to work on.

Alan Greenberg: Any other thoughts? I guess my answer is this is the first time we're looking at the whole thing and looking at all the answers in light of the other ones.

Certainly it's the first time I have done that. And just for the record I'm just about completed my list. I don't know about if anyone else has any general comments? Berry?

Berry Cobb: Thanks Alan. Yes this is Berry. I guess for starters pardon me, I'll have to apologize that I really, you know, like you just said I haven't had a chance to really soak this in in a comprehensive manner like we're doing right now.

I was familiar with what we had been working from with the PowerPoint slides which were useful in terms of trying to gauge what the process looks like and some of the variances in it.

Now we're looking at this comprehensively. And whether I think for those that have reviewed every cell and that might have a question or two to those that haven't had a chance to review this, I think in this format it's kind of a little overwhelming to kind of soak in if you will.

So I'm not even able to follow along. And had I looked through every cell I think it'd be a little bit difficult to follow along.

So I offer up that after this call if you don't mind I'll take a stab at kind of making some slight modifications to the spreadsheet that may enable us to more easily read and reference to what's going on with the questions so that we can look at these vertically and horizontally like was which was discussed.

So I think that'll help kind of clarify how we read it. Because when you refer to row 1B, you know, if we're looking at it in the spreadsheet that's really row six or seven.

No. My row numbers just for clarification with the number of the question. It's within the text of the leftmost box.

Berry Cobb: Right. So at any rate I'm going to offer up to spend a little bit of time to help us more clearly read some of these responses.

And then I'll pass it back out to the list. So I think it'll help if that next week we did determine that we do need to review these on the call.

So I'll offer that up. And then the last statement I'd like to say is looking at this comprehensively if anything that this tells us looking at this from the 90,000 foot level -- and this is certainly not anything new to most of the group -- is that there's quite a bit of variance here.

One can take the position that these are market forces and these are kind of rules of competition and how they navigate the landscape versus consistency in terms of the process itself.

And it's very clear that there's a lot of variance that translates to a lot of confusion especially at the registrant level.

So if anything I'd just like to make mention that, you know, this if anything shows how confusing this really is and I think if anything adds credence to the fact that if there's anything that we can recommend out of this is to try to help address a lot of the confusion.

Because this picture here are only is from the top spectrum of registrars. You know, we still have 900 others out there that exist in terms of variance. And I think that that just only helps muddy the water even more. So thank you.

Alan Greenberg: Any other comments before we go on to what is my last couple of comments on this before we go on to the report itself?

All right. We're - I'm now looking at the very last line of the spreadsheet. If you're looking at numbers it's Question Number 9 but it is the last line.

I have two comments. The first one is the shaded one. And I think what that says is the registrant may not transfer a domain unless they first renew it.

And my understanding of reinforced by a comment Jeff Eckhaus made at one of our last meetings is ICANN has sent out a clarification to registrars saying they must allow a domain to be transferred during - post expiration.

And if that's the case this particular statement seems to be - to go against that. Do I - did I remember what Jeff had said properly, anybody? Berry your hand is still up. Is that from before or after? (Ron)?

Berry Cobb: I'll take it down.

Alan Greenberg: (Ron)?

(Ron): Yes. Can you clarify when that clarification was sent out by ICANN? Because prior to that there were several - there were at least two registrars that I was aware of that wouldn't even allow you to transfer to another registrar within 60 days before the domain expired. So you couldn't near the end of the active period even transfer. But this was...

Alan Greenberg: I know there were registrars who would not transfer, allow a transfer after WHOIS was changed. I'm not aware of any who weren't allowing transfer new the end of expiration.

But I'm pretty sure I remember that transfer is allowed after expiration and Jeff clarified that although some registrars weren't doing it ICANN did issue a clarification on that. I don't remember exactly when. Michele?

(Ron): Was that recent or really old...

Alan Greenberg: I.

(Ron): ...when they clarified it?

Alan Greenberg: Nine months ago or so but let Michele may have more information than I do.

(Ron): Thank you.

Michele Neylon: On the post-expiry thing I would have to bow to somebody else on that one. On the pre-expiry, the intra-registrar transfer policy is pretty clear as far as I'm concerned.

I mean that if prior to the domain's expiring except in a limited set of circumstances a registrar cannot deny transfer. And they have a limited set of circumstances. You can read the policy for the exact ones. But I mean the generals would be things like nonpayment for previous registration periods, credit card abuse -- that kind of thing.

But I'm - but that's so, you know, a registrar cannot deny a transfer prior to the expiry...

Alan Greenberg: Yes, and I think a UDRP in action also restricts things.

Michele Neylon: Well yes, yes.

Alan Greenberg: I'm not sure, yes.

Michele Neylon: Yes, the UDRP. I mean just basically there's a list of pretty clear things. Sorry I was - I chaired the working group on IRTP.

I've been reading a lot of this and (categorizing) around it for quite some time. It's just...

(Ron): And what do you know about post expiration?

Michele Neylon: I'm not sure what Jeff was talking about because I'm not familiar with anything other - the only one I'm familiar with recently, and again I would bow to my colleagues and well obviously to Marika, was in relation to the fees, was in relation to redemption fees being posted.

Alan Greenberg: Yes, no this know this is a different issue than that.

((Crosstalk))

Michele Neylon: No I know.

Alan Greenberg: Marika?

Michele Neylon: I'm not familiar with those. Sorry.

Alan Greenberg: Yes. Marika?

Marika Konings: This is Marika. I'm just looking actually at the advisories that are posted on ICANN's Web site. And there is none that seems to refer to the issue that you're talking about.

The only one as well that like Michele said is in relation to the intra-registrar transfer policy where registrars cannot deny a chance for as to WHOIS...

Alan Greenberg: No.

Marika Konings: ...details have been changed. I mean (for) 60 days. All the others are related to other issues. So...

Alan Greenberg: Yes. What I remember...

Marika Konings: ...get a clarification.

Alan Greenberg: Yes. What I remember is that around EDDP time there was a very clear statement made by ICANN saying domains can be transferred post expiration.

In (Rob Paul)'s presentation he mentioned at one point that although domain theory can be transferred, because WHOIS may have been modified to point to the registrar or to point to somewhere else it may in practice it may not be possible to actually effect the transfer, because from the registry's point of view they're not the registrant any more.

And my recollection is Jeff said that a advisory came out some time ago but I don't know when or it may not have been an advisory. It's something reminding registrars that it is - the transfer is allowed.

James do you happen to even remember what Jeff said or know the real answer?

James Bladel: No I don't remember Jeff's comments. And I wouldn't presume to speak for him here just trusting my memory to that.

Alan Greenberg: Okay. We'll...

Marika Konings: And this is Marika. I mean...

Alan Greenberg: Yes?

Marika Konings: ...if you could relate to the fact that, you know, we're arguing saying well if the registrant details have changed they can deny the, you know, the transfer on that basis.

And maybe it was referring them to the advisory on the IRTP which states that a registrant changed WHOIS information is not a valid basis for the denying a transfer request.

Alan Greenberg: Yes. I don't think so. Okay let's not debate when he said. We'll check with him directly.

And the other comment I had is my comment was an exclamation point on the description for Q.

And it says, I'll read for those who can't find it quickly, a domain name can be transferred during the grace period to another registrar, reseller, or another registrar reseller or another registrar. Even if the reseller Web site says the expired domains cannot be transferred they will be able to be transferred, transfer the domain. Because they're within the same registrar system, which I find is an intriguing statement saying the registrant needs to know what all their rights are even if they're directly in contradiction to what the - what their reseller said to them.

So again points to I - you know, the situation that we're asking an awful lot of a registrant in terms of knowledge. And I agree with all of our early comments that we need more education. But I wonder just how far that can go.

Any other comments before we dispense for the moment with this Q spreadsheet and go on to the report?

Seeing no hands, Marika if you could put the report up?

Marika Konings: Yes. If you give me a few seconds. It's up.

Alan Greenberg: I have no comments or questions until Page 8. Does anyone have anything before that?

Nothing. If you could go to the bottom of Page 8 or we - how - we each do our own scrolling on this right?

Marika Konings: Yes.

Alan Greenberg: All right. Can everyone read this or do we need some other way of identifying where we are or if you have your own copy of it?

Man: No it's fine.

Alan Greenberg: Okay. The bullet point, the last bullet point on the page starting with the during the auto renew grace period I had trouble reconciling the count of these versus the - what I found on the spreadsheet in Line 1F. And it may be related to this nine versus ten registrars.

So I'm not going to belabor the point right now but if we can - if Marika if you can verify that the numbers actually coincide with the chart after you reduce the ten to nine I'd appreciate it.

Marika Konings: Okay.

Alan Greenberg: I have nothing until the findings on Page 14. Anyone have anything prior to that? It's like this is the Alan Greenberg show.

Okay. In the first item of 5.2 findings you introduce the concept of RAE for the first time. I really think we need to do that in a separate section not just embedded in the first time it occurs.

Marika Konings: I think there's a glossary plan on Page 3...

Alan Greenberg: Yes I know.

Marika Konings: ...that would include those terms.

Alan Greenberg: But I really think we need to define it and explain why we needed to come up with a new term.

I mean the RAA for instance uses the term registered name holder consistently to apply to post and pre-expiration.

But because of the WHOIS changing we decided we better make sure we're talking about the one that was pointed to before, not the one that it looks like is the registrant of record.

So I think for someone reading this clean without the history of our discussions we need to explain why we found it necessary to come up with a new term.

Marika Konings: Would you like to have it in the glossary as an explanation or somewhere else?

Alan Greenberg: No. I think it needs to be in the text. People typically only look at glossaries if they get really confused or, you know, or when you're trying to find something that was defined earlier, you don't remember where.

So I think it merits something earlier on in the process. I'm not sure exactly where it goes in this document. Probably prior to the registrar survey.

Okay. So let me try to find the next one. Okay. And halfway down Page 15 there is - the when and how are notices sent?

And the lead in description says most registrars confirm that notices are sent following expiration.

I have a problem with your - the word most to begin with because although it technically means more than 50% people tend to read it as being a large - a significant percentage of.

And in fact in this case it looks like four of the nine sent notices after which I think is under 50%. So I would, I guess I'd appreciate it if we could use the term most carefully.

And in this case if Marika if you could check the actual statistics I think even technically most is incorrect? But I may have counted wrong.

Marika Konings: I saw that there was like I thought it was need the majority that only one that actually explicitly says that they're not sending notices. And one doesn't send notices because the domain names don't expire.

Alan Greenberg: Following expiration?

Marika Konings: Yes, yes.

Alan Greenberg: Hold on.

Marika Konings: That's Question 1C.

Alan Greenberg: I found the first one says they don't. The third one, the shaded one says they - is silent.

Marika Konings: And then there's one that says that they...

Alan Greenberg: The second to last comment says one or zero essentially. And the last comment doesn't answer it at all. So I think there is only I only counted four that specifically said they do send notices.

We can handle this off-line. I mean if I counted wrong I counted wrong. But in any case I'd like to avoid the word most unless it's, you know, seven out of nine or something like that.

Marika Konings: So what do you prefers then as a word, many, several?

Alan Greenberg: Many, more than 50%. Just most I think is a subjective word and many people interpret it varyingly.

Marika Konings: So several?

Alan Greenberg: Well in this case I would say 40, you know, several or four out of nine or, you know, whatever the accurate number is or nearly half. (Ron)?

(Ron): Yes. I would prefer four out of nine rather than just percentages which require you to remember how many are in there.

Just say, always say four out of nine, three out of nine -- something like that. And most I agree, most - almost is editorializing rather than reporting.

Marika Konings: But in this case I mean sometimes it's a bit misleading as well. It's of course like only one actually confirms that they're not sending notices.

The other case when they don't send notices it's just because domain names don't expire. So you can argue there as well, you know, there is no, you know, they can't maybe in the pile where it's irrelevant or they shouldn't count for the negative number of not sending so there's no expiration...

Alan Greenberg: No agreed, the count should be eight for this one, you know, when we're factoring in a non-applicable.

But again I only count half of them definitively saying we send a message.

Okay, we - Marika we can handle that off-line. I was really homing in there on the most which implies to many people that it was the vast majority as opposed to a technical majority.

Marika Konings: I saw some things but let's take it off-line.

Alan Greenberg: Okay fine.

In your - the top of Page 16, you're - the first answer, the one starting with six registrars, I think we need to explicitly say that or may at the end. You say the C may be the same as the one charge for RGP.

And I think we need to explicitly say or may be unspecified. Because for a number of the registrars, you know, they say we're going to add an additional fee but they're not specific as to what it is.

Marika Konings: Okay.

Alan Greenberg: I have a comment about the next one but I think we'll skip it for a moment because it's really a legal interpretation.

In the question of does the new page explicitly say the original registration has expired, that's Question 1G.

The way I counted the nines is six said yes, one didn't answer, one said no and one was not applicable. So I have trouble getting the eight.

Now the eight may be - may have been because the six becomes a seven because one of your columns was representing two.

But with one no answer one no and one not applicable I have trouble making eight.

Marika Konings: I need to back on that.

Alan Greenberg: Yes. No, no I'm not that - I'm just raising the issue that it needs to be checked.

And the next one, question goes back to what happens to email? And we've already discussed that during the - when looking at the table that we need to verify that.

I have nothing till Page 18. Anyone else?

That question is on, the first full question on Page 18 is what is the duration of the renewal grace period provided by the registrar to the RAE? Again, we're using a term not well defined.

I think here it needs to be explicitly said that this is what the registrars tell us is the practice but is not what is specified in their agreements.

On Page 19 I have a typo. I don't think anybody's going debate. You have RD instead of party but it's five lines from the bottom.

Marika Konings: Okay.

Alan Greenberg: The next thing I commented on is on Page 21 one when we're talking about compliance reports.

And I've - I looked at this more carefully than I did before. And in that dialogue it talks about of the 1642 transfers 400 - 644 of them used terms which might have something to do with expired or redemption.

There are some explicit redemptions which is mentioned in the text 73. And there is also an explicit title, an explicit identifier called Domain Renewal.

And what I found interesting is if you add those up we come up to almost 1300 ones that could likely be have to do with renewal and then some fraction, an unknown number of course, of the 894 others may well have something to do with expiration issues.

So I've found it interesting that, you know, we started off by saying there weren't a lot of numbers in the compliance, in the reports the compliance team has.

But in fact if you add up all the ones which seem to point to something to do with post-expiration issues, the number's not small.

Anything else in around here?

Next one I'd like an opinion from the group. In talking about the compliance reports, do we need to or should we be specifying that the compliance team only looks at issues with domains sold directly by registrars and that anything to do with resellers is of course not audited because it's not part of their current responsibilities nor is it part of their capabilities?

But again, someone reading this report without that background may not realize that. What's the feeling about putting the statement in to that effect?

Silence implies agreement?

I knew I could trust you Michele. Yes?

Michele Neylon: What was the statement you wanted to make exactly sir?

Alan Greenberg: The statement in talking about the compliance reports just noting that compliance team only looks at issues related to domains that are sold directly by registrars and does not look at anything related to the Web site presence or the details of resellers.

Michele Neylon: Well surely that's moot.

Alan Greenberg: Well it isn't moot if one doesn't realize that one thinks that the compliance team is auditing all, you know, effectively all domains that are sold or all paths the domains are sold through. So I don't...

Michele Neylon: Hold on.

Alan Greenberg: think it is moot.

Michele Neylon: Well it is - okay, I understand what you're saying but I think there's a problem with how you're saying it.

Alan Greenberg: Okay.

Michele Neylon: I'll explain. I mean the thing is this. ICANN registrars, we are as ICANN registrars we are all bound by the REA.

Alan Greenberg: Right.

Michele Neylon: The vast majority of the registrars that, oh how do I phrase this? The registrars that would have been polled in relation to this questionnaire and the registrars who are involved in this working group are basically the registrars that account for most of the activity within the.com zone (are) the biggest one, are all - would all be signed up to the 2009 RAA.

Therefore, I mean ICANN compliance can take compliance actions against the sponsoring registrar of any registration.

Alan Greenberg: Correct.

Michele Neylon: So I mean the thing is that ICANN can only govern the registrars. Of course it can't govern let's say for example somebody selling a domain on eBay or me selling domains in the pub if I so choose okay. Mikey.

Alan Greenberg: Yes but I wasn't questioning whether they can govern it.

Michele Neylon: Right. I'm just trying to understand what you're getting at.

Alan Greenberg: Yes. The - this section of the report is talking about what the audit experiences were of the compliance team.

In other words, ICANN audits registrars because it is presumed that in occasional situations they either make mistakes or they're not following the rules. That's why they do audits to begin with.

Michele Neylon: Yes.

Alan Greenberg: And they do in cases such as the ones we were looking at here, they do 100% audits. They audit every registrar of record, not just a random sampling.

Michele Neylon: Yes.

Alan Greenberg: And I think it's important for someone reading this to understand that they are auditing the registrars but that does not mean they are auditing every Web site that is selling domains.

I mean if someone isn't thinking about resellers or doesn't even understand the concept of resellers they will assume that this was 100% audit covering all experiences that the registrant finds.

And all I'm suggesting is that we should point out that it isn't. I'm not - I - you know, we're not arguing whether compliance should be doing that or should have the tools to do that, just pointing out what numbers we're reporting on.

Michele Neylon: I kind of understand what you're saying. I just - the thing is that because the - because the reseller has a registrar and the registrar, all of the domains on

the registrar's accreditation regardless of where they were sold are subject to the ICANN compliance orders.

I mean let's say, just say hypothetically that ICANN receives a complaint regarding registrar X. The ICANN has no visibility on whether that - whether the domain or domains in question were sold directly by the - by registrars X's Web site or by a third party.

But that isn't important because ultimately that registrar is still going to be responsible when it comes to any compliance action.

Alan Greenberg: I'm not arguing any of that. (Ron) has a comment. Let's let (Ron) go in. Maybe he'll clarify it or we'll keep on going round robin.

(Ron): Right. Well this issue that I'm thinking of is do we - has ICANN measured how many domains are through resellers?

And the other aspect that I'd like to bring up is in some cases the reseller is owned by the same company that is...

Alan Greenberg: Is the registrar, yes.

(Ron): Yes, the registrar. So are they counted - are they accounted for differently in ICANN reports if they - is that a...

Alan Greenberg: The answer is simple. ICANN only looks at the registrar, does not look at the concept of reseller.

So I don't think ICANN has any statistics on it nor any other level of detail. And one of the registrars can clarify that if they want.

Anyway I - again, I'm not trying to argue what our compliance should do. I just want to point out to the novice reader of this that compliance only verifies the - verifies various things that are related to direct sales.

So if compliance is checking is the price of post-expiration recovery shown on the Web site they can only look at the Web site of a registrar, not of the reseller. And therefore there may be resellers who are in violation of a particular ICANN rule and compliance would not find it.

Michele Neylon: I disagree with that statement.

Alan Greenberg: How can you disagree with it?

Michele Neylon: Very easily. I mean if the reseller - if a reseller of a registrar conducts business in a manner that is in contravention of the RAA or ICANN policy, ICANN compliance is empowered to take that matter up with the registrar.

I mean it doesn't matter...

Alan Greenberg: Michele, I'm not - we're not arguing who's going to - how it's going to be enforced. The question is will audit - will compliance find it in an audit? That is the question I'm asking.

Michele Neylon: Well yes they will. But ultimately they're all just saying the registrar and the domains of the registrar's accreditation. How they ended up on the registrar's accreditation is not something that we've seen.

Alan Greenberg: Marika, maybe you can clarify. My reading of these compliance reports is that at least some of them verify compliance by looking at what is said on the Web site of the registrar. Is that not so, things like do they show the price of recovery or during the RGP.

Marika Konings: Yes, I think that's correct.

Alan Greenberg: So if a reseller does not show the price they will not notice that. The registrar of record is still the one who's responsible for it. But we're not looking for responsible. We're looking for audits.

Okay, maybe we need to take this off-line with compliance. I think by not mentioning it we are giving a different view than is - then reality. But let's take it off-line and then we'll talk to compliance about it.

Shiva, you had your hand up?

Are you on mute?

Shiva Muthusamy: No. May I?

Alan Greenberg: Yes please.

Shiva Muthusamy: Yes I find (next to) excluding resellers from this exercise. But excluding resellers from this exercise would amount to financial (unintelligible) exercise.

It showed us as (example) we have an agreement with registrars but it is also true that resellers are appointed by registrants and by (extension) they are responsible for the actions of the resellers.

So if something goes wrong I can go (unintelligible) for registrars (unintelligible) in turn go back to the resellers and some plans automatically (unintelligible).

Alan Greenberg: So you're suggesting that the registrars need to audit their resellers and send the information back to compliance?

Shiva Muthusamy: Yes. That would not meet - right. And that is work that should be expected of a registrar. But as (you said), it's hard to find someone, it's hard

to (unintelligible) the reseller who is (unintelligible) to do anything and then (unintelligible) and say no, no, this is not my doing and I don't have control over this stuff and it's (somebody else). That is not right.

Alan Greenberg: Okay, something to file away for future action. Given that many - some registrars have as many as 30,000 resellers, that would be an interesting exercise.

Michele Neylon: Sorry, what was the interesting exercise? I couldn't make out what he was saying?

Alan Greenberg: He was suggesting that registrars who have resellers should be required to audit their resellers for any of these issues that ICANN audits registrars for and forward the audit results on.

Michele Neylon: Not (particularly).

Alan Greenberg: Pardon me?

James Bladel: Well here's a question for you Alan. This is James speaking. Suppose that we were doing that. What is the impetus for then sharing that data?

Alan Greenberg: One could also ask - well, the incentive of sharing it is if it's part of - if it's written into the contract that they must do it. I presume that would be the incentive okay?

James Bladel: Okay so my point is once again that while it may be a good idea to do that, I'm not debating that. And, you know, registrars could even audit and have their own internal compliance, their own reseller compliance team.

Alan Greenberg: And so may.

James Bladel: And where would be the obligation to, you know, why would that not be an internal business practice? Why would that necessarily be a matter of - that is for public record?

Alan Greenberg: I - well I don't think anyone's said it's for public record. I mean when ICANN audits registrars and finds some not in compliance, they don't publish the names of the registrars who are not in compliance. They simply deal with it.

Michele Neylon: Not always.

Alan Greenberg: Well sometimes. Certainly in the kind of things that we're looking at here they're not necessarily published.

I think a more - more of an interesting question is if ICANN feels the need to audit registrars because they believe they are times when the registrar may not be in compliance. What makes them think the registrar is capable of auditing all of its resellers without making the same sort of mistakes?

Michele Neylon: But that's totally irrelevant.

Alan Greenberg: Well no, no. I'm not defending the practice. I'm simply saying...

Michele Neylon: Look, the ICANN registrar accreditation agreement clearly states that the registrars are responsible for all domains under accreditation be they direct, indirect or otherwise and that we are responsible for our resellers.

Any suggestion that we the registrar should have to conduct an extra audit of our resellers which we're already going to be responsible for if there is an issue which is reported regarding a domain on any of our accreditations, it's, I'm sorry, but this is totally and sanity.

I mean we already have to answer to compliance for domains on our accreditation. No, I'm sorry. I can't accept that.

Alan Greenberg: Okay. Shiva, is your hand up again or still from before?

Shiva Muthusamy: (Unintelligible).

Alan Greenberg: Okay.

Shiva Muthusamy: But I just want to respond to (unintelligible). And as long as the registrars responsible for all registrations under his accreditation, as long as he does not think that he's not responsible for the domains registered by a reseller, then it's not required to have any (unintelligible)...

Alan Greenberg: Thanks.

Shiva Muthusamy: ...of a registrar permitting the (resellers on the) procedures. But as long as the registrar agrees to (unintelligible) all domains registered under his accreditation are his responsibility (of his) domain, then it's okay.

Alan Greenberg: Alaine, you had your hand up?

Michele Neylon: I think I mentioned I couldn't understand a word he's saying.

Alan Greenberg: We'll try to get into a transcript.

Michele Neylon: Yes please do because to be perfectly honest Alan, I mean I'm sorry, I can be patient and I can be reasonable. But the thing is that this is going round and round in circles. And I don't think it's being of any particular help to anybody.

As far as I'm concerned, I'm more than happy to give up my time to work with the rest of the community in order to ensure that registrants are given reasonable rights and everything else.

But expecting me or anybody else to change our entire business practices and to extend out things that beyond anything that we're currently have to do even though it's actually doubling up what we already have to do I find wholly reprehensible.

And I'm sorry Shiva, but I will never agree with anything that you have to offer in this working group because to date you have yet to provide anything that is based on any experience of reality.

And when you do so then I might take your opinion into consideration. Until then I'm afraid I can't. I'm sorry. I'm just - I've had it.

Alan Greenberg: Alaine?

Alaine Doolan: Hi. Yes, no, I'm actually basically agreeing with Michele. I mean I think the whole thing with retailers, obviously any registrar that's worth its salt deals with its resellers and does its own internal compliance.

And to require anything like that is just going to make it very, very messy.

I mean sure if the registrars want to voluntary bring information in the discussion that's different. But to require it, no. It's just not on.

So why are we going around in these circles?

Alan Greenberg: I don't - I'm not sure why we're having this discussion since we're not talking about remedies at this point. We're talking about the detailed report.

Alaine Doolan: No we were talking about registrars bringing into compliance issues that have come with their resellers are bringing that in. And we're supposed to be discussing our dealings with our resellers.

Alan Greenberg: Forgive me but all I suggested -- and I brought the subject up -- was that the report note that ICANN compliance only deals with registrars and not resellers.

Alaine Doolan: And yes and that's where it should end.

Alan Greenberg: Well...

Cheryl Langdon-Orr: Absolutely.

Alan Greenberg: ...that's all I was trying to get agreement on.

Cheryl Langdon-Orr: Well I think we have agreed on this?

Alan Greenberg: Well I'm not sure. But I'm willing to put it in and see - ask that it be put in and see who objects to it.

As Michele pointed out, we need to get the word in clear but I said I would speak to compliance or Marika and I would speak to compliance and try to get wording that they're comfortable with.

Michele Neylon: Alan may I suggest that it might not be a bad idea to get say David Giza in on one of these calls at one point in the next couple of weeks. Because I think some of these things about compliance he can probably clarify a hell of a lot faster.

Alan Greenberg: I'm sure. I have no objection.

((Crosstalk))

Alan Greenberg: I would have no objection to that.

Alaine Doolan: That would be a very good idea.

Michele Neylon: (Unintelligible). I can't hear what he's saying so I can't listen to him because I can't actually hear him. So I have no idea what he's saying because I can't actually hear it.

Alaine Doolan: Yes, it is extremely difficult. It's not just - I'm - maybe it's just the phone connections for some of us. But I'm finding it almost impossible to follow what Shiva's been saying in the last two calls we've been on.

So perhaps we need to look at what types of connections are being used for what types of purpose. But right now it's also not that part of what we should doing be doing in this particular meeting anyway.

Alan Greenberg: I would support that. Well let's see if we can figure out where we are. We are almost out of time and there was a request for Michele and Cheryl.

I would suggest, I have a couple of more points here. But I would suggest we shelve them for a moment, continue with them at the next meeting and turn the mic over to Cheryl or Michele to talk about whatever it is they want to talk about from the other meeting, from the RAB meeting.

Marika Konings: And this is Marika. While I'm pulling up the document that Michele sent me, can I just confirm would you like me to ask David or someone else from the compliance team like William McKelligott has been following these discussions of the working group to participate in next week's call to answer some of those questions?

Alan Greenberg: Let's - we need to have a brief discussion of what our next steps forward are. So let's delay that until we have that.

Marika Konings: Okay.

Alan Greenberg: But I do want to give Michele and Cheryl a little bit of time.

Cheryl Langdon-Orr: Okay, I'll start off well Michele takes a deep breath. And yes Michele, I can confirm that what you cut and paste to us is indeed the points that the RAA group, the work group wanted to ask the TNRD group about.

As we've identified previously in a number of our calls, the GNSO and ALAC work groups which are RAA Group A and RAA Group B are working on things that may in fact crossover with what we're doing in TNRD.

And this morning's call, sorry, today's call was an example where no less than three items on one page clearly were things that the work group that Michele and I and Shiva for that matter was in could be assumed by that work group to be being dealt with by this work group.

What we were concerned about was that each work group does know who's doing what and in fact that things are neither duplicated nor omitted.

So I need to bring to this work group's attention the following items.

And I'm just wondering Marika were you able to bring those up on the...

Marika Konings: Yes.

Cheryl Langdon-Orr: Very good because I still had them in the email. There's three points in our some very much large document as you might imagine.

These are proposals that need to be future RAA amendments and they are only up for not even for discussion at this stage but to prioritize as to whether or not discussion or not is to go on.

And it just happens to be that the first one is to require uniformity in grace periods. And it reflects from the part of the RAA which is 3.7.5.

The next one that we needed to not have an opinion of but an awareness in this work group and to establish which work group is doing what about what about is the matter the references 3.7.7.2.

It's question marked in this document that in fact is 3.7.7.2 unless Michele tells me I was totally mad this morning and didn't remember it correctly which is also possible.

And that has to do with a proposal that there be a prohibition on direct transfer clauses. And again we're not looking at the merit of such thing but we want to know that it's not ignored by those work groups.

In other words a prohibition on transfer of registrants to registrar was the proposal there.

And the final one was 10.5 which was again had to do with redemption grace period services where the proposal from one of the work group members was the registrars should be required to offer this service.

Now hopefully Michele's taken enough of a deep breath and he can briefly repeat his objections to many of those.

But we can also get back to our RAA work group B to say are we looking at any of these things? If so fine. If not, equally fine. But we need to know who's doing what. Michele did I do an (induction) that was suitable for us?

Michele Neylon: That's perfectly fine Cheryl. You're a lady as always.

Alan Greenberg: Can I ask Michele as you do your part could you expand on what 3.7.5 is without us having to go look at it?

Cheryl Langdon-Orr: Three point seven point seven point two.

Alan Greenberg: No, 3.7.5 uniformity in grace periods?

Michele Neylon: Well I think what (Danny) was looking at is that at the moment okay basically this comes back to a lot of what we've discussed previously.

And this is where I had problems with both redemption grace period and uniformity in grace periods, and that has been discussed at length within this working group the - while it's probably easier between (a verticom) for registrars to offer certain grace periods, and part of the problem is that there's also financial burden because some of the registries expect the registrar to pay in order to offer that.

In other words that there's kind of a - the registry and registrar aren't 100% in sync on this. So any introduction of uniformity in grace periods or any obligation - and obligation to offer grace periods would involve more than just a change to what the registrars are doing.

Alan Greenberg: Under the current registry rules?

Michele Neylon: Exactly.

Alan Greenberg: Yes.

Michele Neylon: And that obliging let's say for example if you were to say to me okay, Black Night has to do XY and zed, will I go okay that's lovely but you are aware of the fact that you're actually costing me a fortune because that guy over there is still going to bill me regardless?

This I think was - I think Jeff and a couple of the others were talking to this point in previous conversations.

Now I don't - I mean I understand the spirit of what (Danny)'s been - was suggesting in 10.1 and 10.5.

And I personally don't have an issue with what he's aiming for. But the thing is I think it is something that it's not as simple as going hey I'd like to have this. I'd like some sugar with my coffee.

Alan Greenberg: Okay. Just for my clarification for - in 10.1 it's uniformity across registrars that we're talking about?

Michele Neylon: I would assume so.

Alan Greenberg: Okay. It's not uniformity across the different grace periods or something. Again I didn't go and look what 7.5.3 or 3.7.5 says.

So it's uniformity across the registrars, okay. A uniform experience regardless of what registrar you're dealing with?

Michele Neylon: Well basically the entire discussion is about all about the registrar accreditation agreements. So I would be fairly confident to say that yes he's talking about all registrars in for all three points.

But the problem is when as we discussed grace periods don't rely solely on the registrar. There's also an interaction from the registries.

Alan Greenberg: Right. I guess my reaction to all three of these is these are things that in theory are with - all within the scope of this PDP.

Whether we will address them in a way which satisfies, you know, (Danny) for instance is up for grabs.

One could imagine us coming out with something with which we'll remove from him any obligation from this being handling in RAB. Hello?

((Crosstalk))

Michele Neylon: Yes?

Alan Greenberg: Okay. Or we may end up with a situation where we address it in a way which is totally unsatisfactory and still needs to be addressed in the longer term RAA.

So my advice would be these have to be kept on the books on the RAA B list because it's not a given that we are going to address them to the satisfaction of the wider community.

Michele Neylon: Okay just one question I would have there is I mean how are you defining satisfaction and before you answer...

Alan Greenberg: Well I can...

Michele Neylon: ...satisfaction meeting (Danny) will be happy and there will be bunnies bouncing around the place or dissatisfaction in the case of well we've actually covered this quite comprehensively and now whether he likes the outcome or not it has been covered comprehensively.

I'm not trying to be what's the word, oh God help me out Cheryl?

Cheryl Langdon-Orr: Difficult.

((Crosstalk))

Cheryl Langdon-Orr: And just well I've got the microphone for a minute though, we were also discussing the fact that in our discussions in this work group a better understanding of rights responsibilities and obligations may indeed go a long way to giving general satisfaction from a community concept on this. And perhaps not requiring to go down these somewhat more draconian proposals.

Alan Greenberg: Okay.

((Crosstalk))

Alan Greenberg: Let's let Marika get in. She's had her hand up for a while.

Michele Neylon: Sorry Marika.

Marika Konings: I'm sorry, I think that was from before.

Cheryl Langdon-Orr: I was going to say that was just from before.

Alan Greenberg: That's why it was so long.

Marika Konings: My apologies.

Alan Greenberg: I guess my position is we may come up with something here which is eminently fair and reasonable to registrants and give them a completely predictable, you know, understanding of how their domain will unfold without uniformity.

Michele Neylon: Okay.

Alan Greenberg: I'm not saying that that's the outcome but we may well end up with something which is totally satisfactory, gives different registrars the ability to have different business models but does not provide uniformity.

And similarly for the direct transfer clauses. I mean it...

Cheryl Langdon-Orr: In fact Alan that was very much a point that Paul Diaz was making on the call as well, on the other call as well that there are important differentiation points and made available by a lack of uniformity in terms of the rules here.

Alan Greenberg: Yes. I mean if you ask me as someone who is not a registrar and have no vested interest in registrars and I make no money off of it would I prefer to receive a whole concept of direct transfer where registers assign the domain to themselves or auction or sell it? Would I prefer to have that concept never shown up in this world? Yes.

But I'm not sure I can turn the clock back right now and do it. And I'm not convinced that that's what the outcome of this PDP is going to be. That's looking too far into the future that I can't do.

Michele Neylon: Well the other thing...

Alan Greenberg: It could be an outcome of this PDP. But I don't feel comfortable saying that it will be an outcome of this PDP.

So if it's important to people that it be one of the ultimate things that are considered in the RAA process, I think it needs to stay on the list of the RAB.

Michele Neylon: Well the thing (evaluates) in the previous call in the other group was that I think the direct chance for possibility does not exist for some of the ccTLDs.

But that doesn't actually isn't the root of the problem that (Danny) or other people might be trying to address.

I mean the thing is let's say for example in the case of COUK I as a registrar or well the owner of registrar, operating registrar -- whatever way you want to put us - I can't transfers domains directly to me or my company...

Alan Greenberg: Right.

Michele Neylon: ...on expiration. And but that doesn't mean that the domains will be available for general registration either. Because there are plenty of people who will capture those domains as they're deleted, which I think is what the root

problem or perceived problem that (Danny) might have been trying to address. Which goes back to the entire thing that we've been discussing at length over the last couple of months about - the entire thing about, you know, making sure that users know that, you know, if you do not pay for your domain name it will - you will no longer have usage of it. I mean there's a little more - a lot more to that but basically, you know.

Alan Greenberg: I think there's a whole bunch of things that play here. Some of them are purely philosophical.

I mean there are some people not on this call at the moment who feel it is objectionable that just because you happen to be the one who sold the domain name originally that you should have the essentially right of - first refusal if it is no longer required by the original registrant, that it should go into some market where, you know, random forces determine who gets it on the pickup or something like that.

And in fact there are ways of doing that. You know, .org has put in place processes where you cannot hit the registry a million times a second to try and pick up a name as it drops.

You know, so one can do that but I don't - that's not within our scope. That's an interesting discussion to have. It may be a discussion that gets had somewhere but I don't think it's our discussion.

So there are a lot of people who want to see things coming out of all of these processes bunched together but I'm not sure that they're the ones that we need to be addressing here.

So if people have specific outcomes in mind they may or may not come out of this particular PDP. And if they're important they have to be kept in parallel in the other one. That's my reading of it anyway.

All right. We're one minute over. And we did want to talk a little bit about next steps. Does people have a couple more minutes?

Man: Yes I do.

Alan Greenberg: Okay. If you read through the report in detail when it starts coming to the recommendations and what action do you - do we take, there's a lot of statements like some people feel that there should be predictability and uniformity. Some people feel this, some people feel that.

I think we need to start quantifying which of them is there enough support within this group or at least some support within this group or within the wider community to know how we are going to go forward.

Otherwise as Michele has put on a number of other things, we will continually go round and round and having the same discussions again.

In talking to Marika earlier one of the things the other groups have done is done a survey. You know, in some cases they do with a survey of what recommendation should we make?

I think I'm thinking of doing it at an earlier stage than that of saying essentially what issues do we address to try to find solutions to?

And try to put together a list of questions certainly for everyone in this working group and perhaps for a wider argument or wider community of what - where should we be focusing our time, where should we be trying to come to closure on what issues?

We're always going to find there are some people who object to everything on any in any direction.

And this - doing this survey seems to be a reasonable way to try to identify where the interests are and where we should be focusing our time. I'm wondering how people think about it?

Michele Neylon: If it moves it forward Alan then I'm in favor of it.

Alan Greenberg: Okay.

Michele Neylon: That's a predictable answer for me. So, you know, no surprise there.

Alan Greenberg: Marika and I are willing to put some time into trying to identify what the questions are. Does anyone else want to work on this with us or do you want to entrust it to us and we'll come back with a prototype?

Michele Neylon: It's more fun shooting you down after the fact Alan.

Alan Greenberg: I'm sure.

Cheryl Langdon-Orr: You know, I wasn't going to say it quite that brutally but....from me. I'll be honest...

((Crosstalk))

Alan Greenberg: If I can be clear, it lessens your work and it's more fun?

Cheryl Langdon-Orr: Yes. Okay.

Michele Neylon: Yes.

Cheryl Langdon-Orr: The other thing is it's the second part. No, no sorry, the first the first of the second part of what you just said, lessens your work.

I've seen some of these surveys. I've even contributed to some of them. And some of them are more torturous, more long and more thank you very much I'm board now, I'm not going to bother finishing it than others.

So I would prefer it to be clearly effective. And even if it turned out to be, you know, several short bites rather than a, I don't really have time to do this now types events you'll get much more from all of us...

Alan Greenberg: Cheryl it sounds like you're volunteering to be the first one to review it before the group sees it?

Cheryl Langdon-Orr: I'm happy to review.

Alan Greenberg: Okay, all right.

Michele Neylon: If you want to pass it over to me as well Alan to have a look over it I don't have a problem with that.

Alan Greenberg: Okay. We will try to get something done in the next, I hesitate to say next couple of days, but soon, hopefully be for the next meeting.

Michele Neylon: When is the next meeting?

Alan Greenberg: That's the question we now have to quickly address. If we're - if we continue with the weeklies we are talking about the week of February 2.

If we skip one to give us time to complete the questionnaire and to give anyone else time to look at the report I really think if you haven't gone through the draft report we have so far it really needs to be done to make sure that, you know...

Cheryl Langdon-Orr: Oh yes.

Alan Greenberg: ...we're not going back and changing things way after the fact.

Cheryl Langdon-Orr: I think it's a skip one and do the survey story myself.

Alan Greenberg: Okay. One recommendation to skip the meeting and hold the next one on the ninth. I actually support that myself. Everyone else?

Michele Neylon: Well I'm not available next week so it suits me fine.

Alan Greenberg: We have no no's. No one's - someone we have one checkmark. All right no meeting next week. We'll have a meeting in two weeks.

We will definitely have a draft questionnaire out before that.

Cheryl Langdon-Orr: Okay.

Alan Greenberg: I promise on Marika's behalf.

((Crosstalk))

Alan Greenberg: Hey, I said we will have one out. I didn't say she will have one out.

Cheryl Langdon-Orr: Yes, but I promised that you will know join the (ILEC ex con) for a short meeting on Nairobi planning. So that's fair.

Alan Greenberg: Say that again? I have another teleconference now you're telling me?

Cheryl Langdon-Orr: You now have another teleconference thank you.

Alan Greenberg: It's been a pleasure all of you. And Cheryl it will have to wait a few minutes. I have something to do or I won't eat dinner tonight. But I will be on the call in a while.

Cheryl Langdon-Orr: And it won't be a long call but just a couple of minutes. We'll let you have a small break.

Alan Greenberg: Thank you very much. Thank you all.

Cheryl Langdon-Orr: Bye.

Man: Bye.

Man: Bye.

Shiva Muthusamy: Thanks bye.

END