

**ICANN Brussels Meeting  
IRTP B Information and Consultation Session  
TRANSCRIPTION  
Wednesday 23 June 2010 at 1600 local**

Note: The following is the output of transcribing from an audio. 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.

Coordinator: The call is now recorded. Please go ahead.

Michele Neylon: Okay, good afternoon, everybody, and welcome to the wonderful, exciting world of IRTP. My name is Michele Neylon and I'm the chair of this working group. I think we'll probably (unintelligible) if we just go around the table quickly and everybody would just identify themselves quickly. And I'll start. I'm Michele Neylon from Blacknight.

Chris Chaplow: Chris Chaplow from (Business Constituency).

Berry Cobb: Berry Cobb (Business Constituency).

Marika Konings: Marika Konings, ICANN staff.

(Pablo Pabdomeini): (Pablo Pabdomeini) from (Sweden).

David Giza: David Giza, ICANN Contractual Compliance.

Paul Diaz: Paul Diaz, Network Solutions.

Mikey O'Connor: Mikey O'Connor, Business Constituency.

James Bladel: James Bladel, Go Daddy.

(Paul Demensis): (Paul Demensis).

Woman: (Unintelligible).

(Hegel Marx): (Hegel Marx), (ILTP) Luxembourg.

Woman: (Unintelligible), IBM.

(Sebastian Nesson): (Sebastian Nesson), (Accellion), (Dutch Registrar).

(Paul): (Paul) from (Hauzhaven) Networking (unintelligible).

Michele Neylon: Okay, perfect.

Marika Konings: And I think we have Barbara Steele, George Kirikos and Anil George. Anyone else on the phone bridge?

George Kirikos: Make sure everybody talks loudly into the mic please because we can't hear everybody.

Marika Konings: Okay, we'll remind everyone to please speak into the microphones.

Michele Neylon: Okay, then. Well to start, we have an initial report prepared, and we're just going to go through this. If there's anybody who has any questions, if something isn't clear or if you are already overly familiar with the subject matter and you're finding it terribly boring, please let us know. I don't want you to just sit through a bunch of slides when you could probably just download them yourselves. It would be pointless.

The Inter-Registrar Transfer Policy is basically the bit about how you transfer a domain between two ICANN-accredited registrars. This PDP working group is the second in a series which is aimed at making improvements and clarifying various parts of the policy so that everything works much better for all parties concerned.

Next slide, please. Now in common with other PDPs, we were asked to address certain specific questions. In other words, we could not - we are not being asked to change the entire process or anything like that. We are being asked to look at certain aspects of the process, certain aspects of the policy.

So the questions we were asked to address were to do primarily with inappropriate transfers and hijacks of registrations, registrar lock statuses. So the PDP started back in June of 2009. It's now been running for the (unintelligible) of a year.

During the course over that time, we have been discussing the charter. We've had a public comment period. We've collected some input from various parts of the community, including other stakeholder groups. We've had extensive input from ICANN's compliance team.

And the reason why that would have happened is because ICANN's compliance team would be those who deal with complaints from the public in relation to ICANN-accredited registrars on that (unintelligible). So that was one area we got a lot of good, useful information.

And then we published our initial report prior to this ICANN meeting, and we will be opening a comment period after the meeting. We're expected to open the comment period to the public on the 5th of July, so after this we have the time to read over the report if you haven't done so already, and to give us your input using the online public comment forum.

So what have we come up with so far? Well certain things are pretty obvious. We recognized that there is a need to have a process for the urgent return of a domain name. But what we're talking about here is not something like dealing with buyer remorse or seller remorse, or sorting out any problems between two parties who have agreed to something and then one party decides, "Oh, no. I've sold that domain for far too low a price."

What we're talking about here is a situation where I have a domain name which I'm using, I'm very happy to have, and somebody somehow manages to capture that domain name and I lose control of it. Once this happens, then (unintelligible) bad things could happen.

Under the current system, there is an informal communication-type scenario between various registrars and various (unintelligible) of the other registries. But from what we have been able to gather, this is not sufficient. And I think some of the other members of working group might be able to speak to this.

So what we have put in place initially, and this again - I cannot stress enough that this is an initial report. We're not pretending or trying to tell anybody that this report or any of the other suggestions within this are final. They are being put together to get feedback from people.

We don't want a situation to arise where any improvements that we suggest would have a more negative impact than the evil that we are trying to combat. So it is crucial that people who feel that there is something wrong or there's a better way of doing this let us know in a constructive manner.

So the working group and several members came together and put together what we are now calling the Expedited Transfer Reversed Policy, which is now ETRP and is now part of the ever-growing ICANN glossary. So ETRP is an escalation process, preferred option for resolving disputes.

Sorry, my throat is really - it's an escalation process. The preferred option would be to resolve disputes between the two registrars. This is for a scenario where the losing registrar cannot find, contact or engage with the other registrar who's ended up with the domain name.

The main elements that we put together in this -- next slide, please, Marika -- that it be a mandatory policy. The registrant claiming to be a victim of a

hijacking would need to work with their original registrar. In other words, the registrar where the domain was before it was hijacked.

The original registrar must, in principle, initiate the procedure within 60 days. The registrant needs to provide indemnification to the original registrar and to the registry operator. In other words, if you as the grieved party wish to take advantage of this proposed policy, you must indemnify the registrar and the registry, but you can't just use this, as I already said, as a bit of a cop-out because you made a bad decision. Go ahead, Rob.

Rob Hall: Sorry, a quick question. You used the word registrant there.

Michele Neylon: Yes.

Rob Hall: Is that really what you intend? He may not be the current registrant. You really mean the former customer.

Michele Neylon: What we - just to - sorry, Rob.

Rob Hall: Clarification. Maybe I'm a little...

Michele Neylon: No, no, no, no. No. It's a very valid question. One of the problems we've actually had is that you're dealing with the terminology. Because - could you identify yourself, please, Rob?

Rob Hall: Oh, I'm sorry. Rob Hall, again.

Michele Neylon: One of the problems we have in this scenario is that you have registered a domain, we normally would call a registrant. That may have changed, and we end up with a new registrant. If you read the full report, an entire section within it with various terms that we've tried to define as best we could...

Rob Hall: I'm assuming what you mean is a client of the original registrant.

Michele Neylon: Yes, exactly. Exactly, yes. Sorry. But I was trying to say I'd prefer the aggrieved party, because unfortunately we did say registrant. Thank you for pointing that out.

Marika Konings: Michele, just a question. There's some people online that have questions as well. Do you want to wait until after each charter question? You want to take questions at the end? In between? What do you prefer?

Michele Neylon: We might have to do it as we go. It's probably easier.

Marika Konings: Okay. George has a question.

Michele Neylon: Sure, go ahead, George.

George Kirikos: Yeah, can you go back to the very first charter question, please? If you could scroll back on the slides, that would help. One of the things was, first of all, urgent return of a domain name. How do you define what is urgent? You know, somebody could have a \$1000 domain name that isn't of very much value.

This whole work group started when there was, you know, a major New York ISP that was hijacked. And it disrupted, you know, tens of thousands of customers due to that hijacking. How do you contrast between an urgent return versus just a desire to return a domain name?

Also aren't there other procedures already in place? People can go to court, for example, for an injunction just like Microsoft did to take down the, you know, that botnet. Why do you people feel that this needs to be a mandatory process, that ICANN needs to have a process in place for, you know, every remote possibility, when even the report itself says that only 3% of complaints involve hijacking?

And that was tenth in the number, in the ranking of complaints, whereas more major issues were people wanting EPP codes and things like that. So...

Michele Neylon: Okay, George, so...

George Kirikos: My initial question.

Michele Neylon: Okay, perfect. James?

James Bladel: Yeah, to address the question, what we defined as urgent, to explore that particular definition which we did spend some time on, we undertook some discussions relative to the existing mechanism, which is the transfer dispute resolution policy, the TDRP.

And after examining the experiences that various registries and registrars had with the timeliness of the program, we understood that to be not urgent and not a very effective mechanism to address these particular cases where a name has been hijacked and the harm is occurring on an hourly or daily basis. And that process can take weeks or months.

George Kirikos: All right, George here. Just to clarify, the ETRP as currently drafted doesn't distinguish between the types of domains and doesn't qualify the complaints by any sense of urgency? Is that something that would go into a final report that would qualify very precisely as to what's urgent?

And also to go into my prior question about why aren't court injunctions better? Like why does everybody need to use the TDRP? Why can't people just go to the court just like Microsoft did, if it's a true emergency, and get it done that way whether it's, you know, due process and so on?

Michele Neylon: Okay, George, in terms - this is an interim report.

George Kirikos: All right, I know. But this is my input.

Michele Neylon: No, I know that. The thing is the points that you raise are valid questions. To deal with the one, for example, with respect to getting court injunctions, while it might be relatively easy in some jurisdictions and it might not be cost-prohibitive to get an injunction quickly if you are a Microsoft or an Amazon or a Google or, you know, some other large multi-national corporation with hundreds of staff at your beck and call, the rest of us unfortunately don't have that.

George Kirikos: However, you said the problem was for urgent returns. Urgent implies that there's damages that are immediate and ongoing, and can't be repaired simply by, you know, paying money; that, you know, the damages are enormous. If the damages aren't urgent, you don't need this process, in other words. Correct?

Barbara Steele: This is Barbara. I just wanted to add that this particular process is not intended to preclude an injured party, if you will, from pursuing any other options available to them. But it's an additional option that's available in the event that they don't have a lot of money to go to court and pay to have it to go that route.

George Kirikos: But the thing is if the damages are small, then it's not an urgent return, if you couldn't go through the normal course. Because we haven't talked about what the collateral damage of this policy is as stated.

If the collateral damage is much bigger, you need to narrow the scope of this proposed procedure, if it's even going to be adopted, to narrow it to those that are true emergencies, not just, you know, to any person that wants to, you know, back out of a domain deal, even though you said that the policy wasn't intended for that. As it's written, it could definitely be used for that.

Marika Konings: George, if I can just respond. I think the urgent is, at least (unintelligible) not understood in discussions of the group, it's not related to whether it's urgent



because people are losing money. It's whether it's urgent because a domain name has been hijacked.

And I think the intention was (unintelligible) of really clear-cut cases. It's not to dispute any kind of other members, but really clear-cut cases. And that's what the group is trying to come up with a policy for. And...

George Kirikos: You can have a clear cut-case...

Marika Konings: Or to look at what questions or what kind of gaps might be in the proposal. But I think that's the objective, and I think we probably should discuss this further as well in the working group in the second phase. And just it clarifies as well, this is not a question the working group has come up with. This question was put forward as part of an extensive review that was conducted by the council on the review of the IRTP.

And this is one of the questions that was raised as part of that process in which, you know, community input was received and discussed amongst others, as a result of an SSAC report that looked into this issue. And that's how the question ended up with the working group to look into further detail into these questions.

George Kirikos: I know that. The question is, though, you could have a clear-cut case of cybersquatting. But the urgency goes to the amount of the damages that are being involved by not returning it in a timely manner.

Marika Konings: George, George, can you please just wait for Michele to give the work to people that are in the queue here in the room as well?

George Kirikos: Yeah, will do.

Michele Neylon: George, with all due respect, this is a public meeting and that means that it's a time for us to be able to take input from more than one person.

George Kirikos: Right.

Michele Neylon: So as I have other people in the room and other people online who want to put forward their opinions and give their views, so I have to give them a chance to do so.

George Kirikos: Okay. I'll jump in the back of the queue and wait for the next opportunity.

Michele Neylon: Thank you. And I think we have Anil George as well.

Anil George: Correct. I just wanted to make a comment to...

((Crosstalk))

Anil George: Hello?

Michele Neylon: Go ahead, Anil.

Anil George: Yeah, I just wanted to make a comment to what was discussed. I think by definition, when you have a situation where a transfer is in the context of a hijacking, I think that by itself is an urgent situation. I think we should not get sidetracked into a debate about what is urgent and what is not urgent.

I don't think the goal of this group was to preclude any legal opportunities that parties may have, but it is to provide an additional method -- something that is, quite frankly, cost-effective. As an attorney for a corporation, we may have an urgent situation, but it doesn't mean that we'd necessarily want to throw lots of money into a court case when there is a more efficient and reliable manner that will allow you to - that you can access.

Rob Hall: All right, it's Rob Hall. I want to take a step back from this, and I apologize for (unintelligible) this group and I should have been. It seems to me it's not a matter of defining urgency or not. I want an instant return.

So my client comes to me as a registrar and says, "This has been stolen from me." It seems to me that in order to facilitate more transfers and open up how easy it should be to transfer, we need to have an undo come in. Not to (unintelligible) effective and start a different process at that point.

If my client comes to me and says, "That was mine. It was in my account yesterday. It's gone today. Give it back," it's not about how much damage is being done by the hour or how much Web traffic he gets. It's about a change was made that we need to reverse. And we need to reverse it instantly.

It should be on (unintelligible) registrar or my contract that I can undo that. Now that should start a thing in place that says, "Okay, now we've got a dispute. We need to figure it out." But the first thing in ironing out that dispute is undo the change that was made. Let's not forget this is a change that was made. So a simple undo mechanism (unintelligible) in an instant -- it out to be an EPP command that says, "Give that back." And it comes back to me.

Now maybe as a registrar I could actually have to restore it to what it was, keep it what it is, lock it in some say, until the two registrars worked out what's going on. But let's have a way for our customers to say, "Someone did something. A change was made. Undo it and then let's figure it out."

So the figure-it-out process is important to be mandatory, but it's got to be instant. We can't be talking about going to court and in what country and in what jurisdiction. But one of the registry, my clients, are in Canada, not where VeriSign is for a com or where PE is for a (unintelligible) Germany.

So I want to always keep in mind what we're trying to accomplish here. Because if we can figure out how to allow transfers to be undone quickly

when there's a mistake made, or malicious conduct, we can all then figure out how to change the transfer process to allow it to be much easier.

I can go to my bank and wire \$1 million to ICANN, and I hate doing it, but it's easy. If that was done fraudulently, the banks would immediately cooperate, reverse the money and then figure it out. That's what is should be with assets and domains.

Michele Neylon: Go ahead, Chris.

Chris Chaplow: Yeah, my view would be that we don't actually need to define urgency. Because in my company, for instance, I've got various Web sites and some of them are very important to me. Others aren't of such importance. So it could be that if the domain was hijacked and it wasn't a valuable one and there's no damage being done, then I would decide it's not urgent, and just use the TDRP or just speak to the registrars. Thank you.

Michele Neylon: Mikey?

Mikey O'Connor: Mikey O'Connor. I just want to follow on behind Rob's comment. I mean the fundamental notion that we had when we (unintelligible) was quick return and then a thoughtful process to resolve the dispute. Get the, you know, (unintelligible) situation back to the way it was, and then give the players time and appropriate venues and all sorts of options to get the dispute resolved.

So I think Rob said it just right, and I think the second half is equally important -- the dispute resolution process that follows, you know, leveraging the processes that are already in place between registrars with the TDRP as sort of the last possible process if there's nothing else.

Michele Neylon: Thank you. Is there anything else in the queue there? Do we have George in the queue?

George Kirikos: Yeah, I'd like to give Rob this scenario. Look, first, it's not an instant return. It's an instant return, but you have six months to ask for it. That's kind of a joke. Let me give Rob this scenario. Let's say I buy a domain name from somebody whose domain is at OnlineNIC or RegisterFly or directNIC which is located in the Cayman Islands, and I transfer it during the buying process to (Monickus).

Now three months later, the guy gets cold feet and instantly the domain name is returned to the Cayman Islands or to the Chinese registrar -- a domain name, you know, with no notice. There's no possibility of dispute. It's just grabbed back and they already have the money.

Are you now actually, you know, how do you protect me as a customer from that scenario? And, you know, when you're doing a purchase in the secondary market, it's obviously much bigger than the primary market. You want the transfer to be irrevocable, and you used the wiring of cash as an example.

That's a perfect example because how would Pool.com work if people's payments were not irrevocable? You know, let's say I wire, you know, \$1 million to buy a certain domain name from Pool. I transfer the domain name away from me, and five months later I undo the wire transfer. Imagine what would happen to the payment system if people were able to undo their wire transfers, you know, after five or six months.

Rob Hall: George, let me start answering your questions (unintelligible) again. So I'll deal with the last one first. We deal in an environment where I assure you up to 18 months later someone can cancel their credit card for the purchase they made (unintelligible). We deal with this every day.

Consumers always win when they go to the banks. The banks cooperate with them and give their money back. So there is no surety in wiring or credit card

of money. The banks - if one bank goes to another and says there was a fraud, or something happened that shouldn't have, they undo it.

George Kirikos: They've got the wires. The wires are irrevocable for the, you know...

Rob Hall: Absolutely not. So the bank says we wired this money to you incorrectly. It was fraudulent. It will be undone instantly.

George Kirikos: Yeah, but they won't do it after 18 or five months. You can use an escrow process or whatever.

Rob Hall: (Unintelligible) to your first question, and I'm just going to keep talking.

George Kirikos: Okay, go.

Rob Hall: Okay? So I think your first question was how would I feel about, you know, the transfer? You're talking about two transfers here.

George Kirikos: Exactly. You're not reverse - (unintelligible) status pull on the second, on the first transfer. You're making a decision that one person is better than the other.

Michele Neylon: Okay, as the chair, I'm going to put you on mute, George.

George Kirikos: Go ahead.

Michele Neylon: George, I'm putting you on mute.

Marika Konings: Operator, can you please put the line of George Kirikos on mute for now? And we'll tell you when you can unmute it please.

Rob Hall: I ought to use that service for our meetings. You're talking about two transfers. And as harsh as it may be, you're talking about the transfer or

change of registrant, which is a contract you would have signed with the gentleman you bought it from, who could be anywhere. But the registrar is in the Cayman Islands.

And the second thing you're talking about is you've chosen to change registrar. Those are two different things. All right? So if the person that sold you the domain wants to screw you, I would hope that your contract is good enough with him that you can get damages out of him and do something with him.

But it has nothing to do with the choice of registrar you host your domain at or sponsors your domain. But let's not confuse the issue about the fact that a change in registrant when you're buying and selling domains is a very different thing than changing registrars.

I also think the process should be yes, an immediate return. I mean granted I think six months is probably, you know, too long. But I want to get it activated. Most of these things are going to happen within days.

We're responsible for gc.ca, the government of Canada domain. If they went down for an hour, we wouldn't wait six months. I mean we need it back within minutes. It's not a question of how long can we wait or how much damage is being done. There's damage being done even if it's Little Joe's Plumbing Shop. So the question becomes then, if I do that incorrectly as a registrar, I ought to get whacked and whacked hard.

And I talked earlier about my honor as a registrar, my conduct as a registrar. This process ought to say if the Cayman Island guy gets it back without doing his due diligence, and transfers it back fraudulently, he should get whacked. And that's not to say it has something to do with the original registrar or the buyer or seller.

We're not going to get involved in you buying a domain from a third party and your escrows and your money transfers and everything else. That's not a registrar's job. My job as a registrar is to make sure that the transfer happened legally and to undo it if it didn't. That's my job. It should be limited to that.

And I know we had all these other debates, but it's about doing a wrong. And yeah, six months is probably too long or five. It's just most of these are going to happen in days. You know, I shudder a bit when I see the, you know, it's sixty days or six months.

I'd rather just see it (unintelligible) so we know. But that's the challenge we face, is we have to be able to undo these things, because with that come the freedom to move. We can make it much easier for someone to move.

Michele Neylon: Thank you, Rob. If George would like to respond...

George Kirikos: Sure. Rob spoke about undoing, you know, a crime being occurred. What's the proof? You're just saying that my request to have the domain name back is the proof. That's not any proof at all.

Rob Hall: George, it is. My original...

George Kirikos: Go ahead.

Rob Hall: This domain transferred without my permission. Get it back. If he's wrong in making that statement to me, then you've got damages against him. Go talk to him. This is between two private parties. If I'd gone to him as a registrar and he said, "Yes, I approve this transfer. Yes, let the (unintelligible) transfer go." And then I as a registrar just, you know, okay, grab it back, you know, improperly or fraudulently, I should have a problem as a registrar.



Michele Neylon: I'll take Mikey and then this gentleman down to my right whose nametag I can't read.

Mikey O'Connor: This is Mikey. Rob said what I was going to say.

Michele Neylon: (Unintelligible), go ahead.

(Sebastian Nessing): (Sebastian Nessing) from (Accellion). I just want to respond to one thing you said. You said that if a customer, your customer, says to you that a change of registrant or a change of registrar has been made unlegally (sic), then that's your proof.

Well that might be for some part of this country - sorry, for some parts of this world, but that's not for the whole world. So you're going to have to deal with the legal thing that's what in your country. So there's a difference between countries, for sure.

Rob Hall: I agree. And as a registrar, if I'm asking for it back, I should be aware of what I'm doing and be (unintelligible) that. So I better be damned sure my client's right.

(Sebastian Nessing): How're you going to be so damned sure?

Rob Hall: That's my job as a registrar.

((Crosstalk))

Michele Neylon: I'll take Paul Diaz.

Paul Diaz: Paul Diaz from Network Solutions. I think that point that Rob just made is what's missing, and your point as well, that by bringing it back to the original registrar, you have a party now that is going to lock the name down and let the parties sort it out.

The reason this is focused on hijackings, of course, is because so often names, when they get hijacked, move to a registrar that is not going to be compliant -- not going to work with the parties to try and sort it out. So let's also always remember that the whole point of this is to bring it back to the original registrar, because they are the ones who are going to act in good faith to help sort it out.

Michele Neylon: Thank you. The point is well made about the legal thing as well. This was one of the things that we were trying to do within this process. We have the idea about the - of the indemnifications, but obviously we'd have to find details of those (unintelligible).

Rob Hall: Important one. The only person in this whole chain that knows the registrar and has a relationship with them is the original registrant. The new one doesn't. The new one may have a relationship with someone he thinks is, but he doesn't. The only entity that has a relationship and knows their client is the original registrar.

So I completely agree. Undo it and then figure it out. The process to figure it out has to be mandatory. You can't just undo it and sit on it. It should start a bigger discussion. Do it instantly. Get it back. Get it working, and then you've got time to go to court. Then you've got time to figure it out. Let the parties dispute it. Do whatever you want. At least you know where it is.

Michele Neylon: Mikey?

Mikey O'Connor: Rob's just gone on to another point which is what the scope of this particular process is. (Unintelligible) simply the return process. (Unintelligible) dispute resolution stuff. (Unintelligible).

Michele Neylon: I'll take Rob Golding and then the lady. Sorry. Rob, go ahead.

Rob Golding: Rob Golding, Othello Technology Systems. Whilst I understand the concept of the immediate return, not every registrar knows their customers as well as the guy over there. And we deal a lot with registrants who have domains stuck (unintelligible) who either don't let them go, don't give (unintelligible) lie in their transfer emails.

And we work very hard with those registrants, to get their domains away from people. I am quite reticent that starting anything that would allow the naughty registrar involved in that process to just be able to grab it back, to sit on it (unintelligible) some process which might not even be necessary.

Michele Neylon: Rob, have you been introduced to David Giza? I think if you're having those kind of problems as a registrar, and as a registrar I know all about them. I think you really need to talk to David and his team. Joyce and then Matt.

Joyce Lin: I'm Joyce Lin from 007names. I think that the registrar that getting the domain name back, before when he gets the request to get a name back, I think the registrars really need to do it very good working, checking everything about this person. And it's like a lawyer doing due diligence. So that is just my opinion that both parties have to do a good job.

And then I have a question about once the domain name or domain names being returned to the original registrar, about the transfer fee that the registry's already charged the registrar. Would that fee (unintelligible)?

Michele Neylon: I think there was this thing with the fee. I think Barbara and several of us were discussing this that there is this - that is, the fee, the cost, would actually cover that. So it would reverse, I can't exactly recall how we have that worked out. Because the other registrar...

Man: Because the other registrar was charged for the (unintelligible) transfer.

Man: I get it. And then so now we're in a dispute where you say you're allowed to have this, I'm not allowed to have this. We're spending far more money than (unintelligible) got an extra year, so he's happy.

Man: We're talking about what you're mentioning, which is an undo of a command, undo of a transaction. And we've got to undo the entire thing, the fee and the (unintelligible).

Man: That's another way of looking at it, but we've discussed this for a year.

Joyce Lin: I have one more comment. I don't think that the urgency should be the name there. I think that everybody's domain name is important to these registrants, regardless how valuable the domain name is. We should treat every domain name, every registrant, equally.

Michele Neylon: And this was something - it's a very valid point. A lot of this stuff, when we started looking at the various reports that came before this PDP started, they were all talking about high-value domain names. And personally, I would value my own personal domain name a lot.

You know, it's something that I have a hold of value to, and I'm sure a lot of people sitting around this table in this room may not be running multi-million corporations, but still put a lot of value in a personal domain name. It doesn't have to be - I mean it should be - everybody needs to have their protection. I don't disagree with that at all. Matt and then Rob.

Matt Serlin: Thanks, Michele. Matt Serlin. So I just wanted to pick up on - I believe (unintelligible) what Rob had said and just remember that, you know, the goal of this is very specific incidents of domain names being fraudulently hijacked, transferred, whatever.

So, you know, Michele's point was right. If you've got an registrar where getting an auth code is an issue and, you know, you get the name transferred

and then they use this process to transfer it back, that's very clearly a compliance issue.

So I don't want to get, you know, caught up in instances like that. Let's, you know, I think Rob Hall pointed earlier, stay focused on these very specific incidents of hijacking.

Michele Neylon: Go ahead, Rob.

Rob Hall: I completely agree. This is not about the fringe and the "Oh, my God," you know, "We've got a registrar who does that." I think the barrier to transferring back should be high enough that it starts a process that may be costly enough that registrars only do it when they're pretty sure.

If I can give you an example of my good friend at Go Daddy here, our two registrars got into a transfer dispute. It actually went to appeal. And the appellant assessed the loser over three grand. This isn't cheap for any of us. I mean now the time we spent, but, you know, if you're wrong here. So if I transfer one back and I'm found to have done it fraudulently or with malice or anything else, whack me. And whack me hard.

I mean we've got to stop that from happening. But so I'm going to be pretty sure I want this back before I do it. So I don't mind high barriers, hopefully not in cost, but in longer-term cost if I'm wrong. But it's all about that procedure and what starts it. It's not about getting the domain working in its original state again.

Michele Neylon: James, you had your hand up, I think.

James Bladel: Yeah, just briefly. And I think the gentleman over here was discussing how to get it out of that if he's working with the registrant, legitimate registrant in that particular situation, the losing registrar. I believe this process does call for

some identification or verification, so they wouldn't - in fact, they would have a bigger problem in that they would be falsifying that documentation as well.

And secondly, I think I want to just bring it kind of back to the overview, which is that, you know, we're trying to address a problem. We recognize with this proposal that it doesn't fully address the problem, that it maybe was an 80/20 approach and it addressed 80% of the problem and still leaves this margin.

And then we're talking about the fringe of that fringe, and we're talking, you know, when we talk about some of the scenarios. So we need to focus on the balancing of proportional harms, you know? A lot of folks are victimized by hijacking.

It is probably much more prevalent than some of these other scenarios that while plausible, are possibly a lot less likely, and a lot less likely to affect people who don't engage in a lot of, I want to say advanced domain name activities, but more focused on big use and the development of a business or personal Web site. So I just wanted to bring that back to an overview, that we're really trying to focus on protecting those folks.

Michele Neylon: Okay, thank you, James. George, I believe you're in the queue.

George Kirikos: Thanks. Rob spoke about how the old registrar knows their client. Here's the scenario. The old registrar, who knew his client, approved the outgoing transfer. So what's the story that somehow after the fact the registrar is claiming that they don't know their client? If the registrar is in a position where they know their client, the registrar can opt in their client to high security.

For example, there is VeriSign's domain lock, approved by ICANN, although they didn't put any price caps or protections for consumers. But that product exists. You can lock down a domain name. Google.com is protected to MarkMonitor. Facebook - you're not going to be able to steal these domains unless there's human intervention at the registrar and at the registry.

So these domains are protected. Now if registrar's truly know who their clients are, they can - they're in a position as the losing registrar to notify their client when there's an outgoing transfer, when there's a registrant change at the existing registrar. So these registrars who claim to know their client are in the position to do all the pre-verification to make sure that it's what they really want -- to have the outgoing transfer.

And in particular, to initiate this process of the ETRP, the policy says that the losing registrar has to, you know, verify that it's, you know, that it's, you know, a valid request, and, you know, there's identification of the registrant, you know, their client. It begs the question, why did they not do this before approving the transfer to the new registrar? Answer me that.

Michele Neylon: Before you go ahead, Rob, one thing, George is (unintelligible) a small bit contradictory?

George Kirikos: How?

Michele Neylon: If you'll let me continue.

George Kirikos: Yeah.

Michele Neylon: You said in your previous intervention that, you know, you were asking why we would want to have any kind of process for this -- couldn't we all just go to court, and yet when you then go on to size, domain names that belong to multi-million corporations.

And also another thing -- just a factual point for you. While VeriSign has introduced the Registry Lock, and I believe NeuStar has also introduced in the last couple of weeks (unintelligible), it is not available on all domain extensions. It is not available to all registrars. And the SSAC reports and

other community input that drove the instigation of this working group raised many issues about how domains could be kidnapped.

And I mean I can give you (unintelligible), but one example that happened within a ccTLD, I don't know what happened, where a large corporation transferred a domain from one registrar to another. And it was valid and it was authorized. But then it turns out that somebody else, a different department of the company, lost their head completely because they wanted to have all the domains at the same registrar.

And they were able to reverse it. But it doesn't, you know, there are a multitude of ways that these things can happen, and not all of them are going to be foolproof. Rob, please go ahead.

Rob Hall: George, I'll give you the answer to your specific scenario, and then I'll give you a broader one. So specific scenario is we've got five days to get it to our customer and ask them to say no. We don't hear from them in those five days. The domain transfer happens. We're not allowed to hold it up for non-response from a customer.

The customer's on vacation for a week. Comes back, says, "Where the hell's my domain? My email stopped halfway through my vacation." We're past the five days. We need to instantly undo that. So that'll solve your scenario why do we not catch them all.

George Kirikos: May I respond? After you're done?

Rob Hall: So what I want to get - and this is going to probably upset some of my registrar compatriots here. I have a bit of a different view of how the world should be in transfers. So I go to one of their - there shouldn't be locks. We have these things called EPP codes. They're (unintelligible) numbers.



You have that. You should be able to move it. If we have an effective undo command that immediately starts a dispute resolution process, we can lower the barrier on how easy it is for consumers. Because right now it's pretty damn tough for consumers to transfer their names from one registrar to another in all cases.

Registrars make it tough. I mean the last thing you want to do is lose a client. So to undo that and to allow consumers the benefit of transferring easily between registrars, we need to do it as simple as possible. I think an EPP auth code that's valid should overrule any lock.

I can transfer money with my password on my bank around the world. Why? Because they can undo it. Because it's traceable. It's trackable and there's a way to rectify it if something goes wrong. That's the key here is auditing and the ability to undo.

And then we can lower the barrier and let people move between registrars easier, so the gentleman here doesn't have the problem of a registrant really wants to move and can't. That should never happen. A registrant wants to change registrars, they should be able to do it. It should be within their power to do it. Thank you.

George Kirikos: Can I respond to that?

Michele Neylon: Actually no. Because I need to move to the rest of this report, and then everybody can then give input at the end. Because otherwise we're not going to get through this and we're a bit stuck for time.

Going into some of the details, and we have this proposed reverse policy (unintelligible). The various elements of this are contained within the initial report. And as I already said, we will be opening a comment period on this.

This would be the perfect time for people who have input and suggestions and comments to give that in as much detail as they wish. And if people are interested in joining this working group, please let us know because the more input we have, the better we'll be.

Okay, just going back to this overview. ETRP is only intended to correct fraudulent transfers and not resolve disputes in relation to control. The working group agrees there should be a mechanism to dispute an ETRP, but has not reached agreement yet on how such a mechanism should work.

The thing is, it's not meant to access anything more than what it's meant to do. It's meant to just do what it says in the (unintelligible). Never mind. Okay, moving on. There were other questions that this working group were looking at, not just rapid returns.

One of the other areas, looking at Charter 2, Question 2, we were talking quite a bit about WHOIS and request an issues report on the requirement to pick WHOIS for all TLDs. And pick registry which could develop a secure method for gaining registrar to gain access to registrant contact information, avoiding disputes between registrant and the main contact.

And a bit of clarification -- which we discussed at length as well, only the registrant can affect a change of control, while both the registrants and admin contacts remain eligible to authorize a transfer that does not modify any contact information.

And Charter Question 3, and the next slide, please, Marika. The change of registrar near change of registrant, or change of registrant near change of registrar -- the working group recognized the symptoms of discretion as well as several indicators, but considered there was no plausible outcome that would make any change effective for the purpose.

The basic problem we're battling with here is what do you do. If the registrant details are changed and then there is a transfer, is that valid? Invalid? How do you determine this? And it's something that I think we really haven't reached any firm conclusions. We discussed it quite a bit, but haven't got too far beyond that.

Now another area that we did get into some lengthy conversations -- and as chair of the group I'd like to thank the valuable input we received from VeriSign -- was in relation to registrar lock statuses.

One thing that we felt would be very helpful for everybody would be if we would be able to standardize and clarify WHOIS status messages regarding register lock status -- so these changes to clarify why the lock is being applied, how it can be changed.

I mean in simple terms, if somebody does a WHOIS lookup on a domain and it comes back as locked, then you know it's locked as opposed to if it comes back and it's not showing it's not locked in WHOIS, but then you discover that for some internal reason, there was a lock on the domain and you can't transfer it.

Now we also noticed that if there is a review, if a review of the UDRP is conducted in the future, the issue of requiring the locking of a domain name subject to UDRP proceedings should be taken into consideration.

And then on to Charter Question 5, how to clarify Denial Reason Number 7. So we proposed some new language here. Prior to receipt of the transfer request, the domain name was locked pursuant to the registrar's published security policy or at the direction of the registered nameholder, provided that the registrar includes in its registration agreement the terms and conditions upon which it locks domains.

Further that the registrar provides a readily accessible and reasonable means for the registered nameholder to remove the lock status. And if somebody could help me break that up into a sentence I could just read in one go without having to breathe five time, I'd appreciate it.

If the registrar does not provide a means to allow registered nameholders to remove a lock status themselves, then the registrar must facilitate removing the lock within five calendar days of receiving a request from the registered nameholder. And next - yes, Rob. Go ahead.

Rob Hall: Just (unintelligible) earlier. I had discussions about getting rid of the lock status. Not having it. So remember this came from the old days.

((Crosstalk))

Rob Hall: So we've had these debates all along. But in the old days, you applied for a transfer just with no EPP code, with no auth code, with no authentication. And the only way to stop it was the five-day period. So we introduced this concept of us locking so it can't get into that status.

We now have EPP codes across the board. It is in effect a lock code, if you want to look at it that way. If you have that, it should override a lock or we shouldn't have locks. One of those two. Because right now, there's no registry under ICANN that you can transfer a domain without having that code.

So has your committee looked at shaking up the transfer process and getting rid of the legacy that doesn't apply anymore, and going to a method of that code is your lock code? Don't give it out if you don't want anyone to transfer your domain.

Michele Neylon: To be perfectly frank, Rob, no. We haven't look at that as an option.

Rob Hall: Because it solves a lot of these things you're having huge debates about.

Michele Neylon: This is why having you here in the room and getting your input is good. I mean being perfectly honest with you, you know, we were working our way through a series of questions, and while your suggestion is not invalid, there may be several people who have wonderfully strong counter-arguments to it, obviously.

Rob Hall: Sure.

Michele Neylon: This is ICANN. So it would be good to hear them. Now I'll take, okay, perhaps a few of you. Mikey, Matt, (Jonathan), and then I believe we have George on the line as well.

Mikey O'Connor: This is Mikey. I think one of the problems, Rob, is that, you know, this particular PDP is like a death march. (Unintelligible) been going on for two years. And what happened when we broke it into those chunks, it made the scope position a really narrow way. Now what we've got is groups like this one working on a really narrow problem, down one level of detail.

So when an idea like yours comes along - I'm filling. I'm being like a radio guy, so Michele can sort of catch his breath, because it's a breathtakingly cool idea. And I think what we would need to do is go back and take a look at our charter and sort of see where it fits in the scope of the (unintelligible) the rest of the questions and all that stuff.

But, you know, at least I for one would quite entertain the idea of taking a look at locks across the board. It's different from the old days. Quite a lot. And so we might want to, you know, Marika, you might want to kind of run this back up into the bartering cycle with Michele and see sort of what happens in terms of stuff. But I for one would...

Matt Serlin: I'll be quick. This is Matt Serlin. And, Mikey, thanks for the process piece of this. Rob, I'll address the issue of whether or not we should be looking at doing away with lock altogether. And I for one would come out vehemently against it, frankly.

Because to me, while it may not be as necessary as it was when we didn't have auth info, I still think every additional layer of security that we can have in the DNS is a good thing. And I work very hard to get additional locks. So, you know, I worked really closely with VeriSign on Registry Lock. So the proposal to me that removes some of that is a little scary actually.

Michele Neylon: Go ahead.

(Jonathan Samson): If you do - you're going to rely on your PIN codes and remove away the locks, you're going to need a secure and verifiable method of getting that changed. I wouldn't count (unintelligible) as a reliable method. As a (unintelligible) now given me as a registrar the ability to (unintelligible) for us to come up with different ways. Maybe it's externally. Maybe it's email. We're the competitive layer that should be thinking (unintelligible) transfer systems.

(Unintelligible) that one (unintelligible) that goes, found a way to hack with this five-day thing and this locking. And I remember the old days, you know? I'm here, you know, eight years ago it was (Bruce) who was sitting there as Network Solutions saying, "No, we shouldn't even allow transfers."

You know, and even the transfers (unintelligible). So I expect the larger registrars that may lose clients to try and slow down transfers. So it would seem to me the purpose of the committee is to find a way to make it easier for consumers.

But with more levels in the way of a customer saying, "I just want to get away from the registrar I'm dealing with." Allowing the old registrar to prevent that and block that and lock it and stop it doesn't seem to me to be the way to

move forward. Trying to find a way to move forward, I think it's easier for consumers to give them recourse to undo it.

Michele Neylon: I'll take George and then James.

George Kirikos: Okay, first somebody tried to make the point that VeriSign lock isn't available at all registrars or registries. The fact is, registrars offer different levels of security. You can use Moniker Executive Locks, (unintelligible) has an executive lock. Consumers are able to pick the registrar that they feel most secure with.

Note that to approve the transfer you have to unlock the domain name. So that five-day period that Rob spoke about, it doesn't actually begin unless the domain name is unlocked. Furthermore you need the EPP code, and that EPP code can be given by secure method -- for example, SMS codes, it can be sent by fax. It doesn't have to be done electronically.

Matt spoke about adding multiple layers of security. I'm all for (unintelligible). If you look at my history, I've been arguing for that for ten years. I bug (unintelligible) all the time about that, and sometimes they respond. Sometimes they don't. And so I'm all for being proactive about improving the level of security for everyone.

That being said, this policy does not do that. This proposed policy is reactive, not proactive. It's going to try to undo the transfers. By making that loophole there, it's going to cause huge collateral damage in that people can misuse that for reverse hijacking.

And so just to include that EPP code, you know, do all the methods to prevent the release of that to an unauthorized person. You know, raise the level of security before the transfer. I'm, you know, 100% for that. But at some point you have to say the domain name is in new hands.

Otherwise you can't just create this six-month period where the title ownership of the domain name is uncertain. Otherwise you just, you know, totally destroy the secondary market. You know, you don't let people undo the transfer of the host for six months. At some point there's a definitive date when that transfer is irrevocable. You know, at some point ICANN has to say, you know, we're not longer involved. Take it to the courts.

Raise the security before the transfer? Fine. After the transfer, you better have a, you know, due process in place to make sure that, you know, people - if both sides dispute the transfer, you know, you've got to retain a status quo. And that status quo is keeping it at the gaining registrar, not, you know, unprecedentedly moving it back. That just isn't done in any other ICANN policy.

Michele Neylon: Okay, thank you, George. James?

James Bladel: Yeah, just very briefly, Rob. I wanted to add to a little bit about what Mikey was saying in that, you know, we're kind of hemmed in quite a bit with this group. The strategic discussions about the transfer process, you know, kind of came in the past. And our ancestors handed us these five or six serial working groups that are very, very tightly scoped, probably because of so many of the controversies that were dealt with earlier.

I like to think outside of the box on transfers. I like the idea of maybe even a dual key type of a transfer system. But I felt like we were kind of constrained from going down some of those paths.

I do have one quick response relative to getting rid of all locks, and that's in the UDRP. If you want to use one of the UDRPs in process to make sure that people still have access to their names but can't move it, I think that that might be one example. And then...



Rob Hall: Perfect example. Change the auth code to something only you know, and don't give out. It's now effectively locked. Auth code is a type of lock if you look at it that way.

James Bladel: Okay, but I just wanted to put out the idea that there are...

((Crosstalk))

Man: Get in the queue, here.

James Bladel: Yeah, and I would like maybe after this we could, when my grandchildren have finished IRTP-E, or whatever the last one is, that we could all maybe sit down and talk about the lessons that were learned through this process. Because I think there are creative ideas like the one Rob raised earlier, that should be addressed. And if they could short-circuit this so we don't have to get to IRTP-E, we should look at that, too.

Michele Neylon: Well, thank you. Marika and then Mikey.

Marika Konings: And even though I think the charter questions are narrowly defined based on the previous process where a group of people went through all these questions and looked at what's feasible and what was important or a priority, I think nothing would prevent the working group, if indeed they identify an issue, saying, "Look we have discussed this and we have identified an issue that we think might warrant further discussion or further investigation," to pass it back to the council.

Probably, if it's really not broad a question, it probably would require a new discussion by the GNSO council and a decision on whether a new policy development process will be initiated, because it wouldn't fit with one of these questions.

But I think it is important, if the group identifies any areas where it feels that further research or further discussion is required, that that information is captured in the report and not lost staying in this room here.

Michele Neylon: All right, thank you. Mikey, and then Chris. Okay, Mikey's bowed out. Chris?

Chris Chaplow: Yes, it was just to remind us all that whatever lock we use is supposed to be independent from the registrant's account, registrar account email address, because some (unintelligible) were so dependent on that once somebody got control of that email address. Then there was only so much they could do. Thanks.

Michele Neylon: Thank you. Anybody else want to jump in? David, we haven't heard much from you today. You've been very quiet. I think I'll just pick on you.

David Giza: Thank you, Michele. And actually I'm not going to add anything at this point, and let others continue their dialogue.

Michele Neylon: That's perfect. Thank you. Go ahead, Rob.

Rob Hall: I'd like to respond to that gentleman. I disagree completely, sir. Sorry, I'm responding to you. I disagree completely. We should not be mandating what level a registrar has of security with his customers, whether it be email or fax. That's a differentiation between registrars. You should pick the one that does what you want.

This committee shouldn't be saying it can't be the email address, or we can't sent (unintelligible) by email, or shouldn't be - that's up to the registrar. That's up to the consumer to choose the registrar that does what they want. So that's what differentiates us. Please don't try and make all registrars the same. We have to be different. We're the competitive layer.

Chris Chaplow: I'm happy for you to be different and I'm interested myself in those extra services. But I don't think we as a group should be recommending the solution. You've got the additional services of the registrar. I was just reminding us to talk about the authorization codes through PINS and systems or (unintelligible) or whatever.

Rob Hall: So the auth code now is a PIN, for all - I mean I called it a PIN. It's a password. It's a PIN. I don't care what you call it. If the consumer has it, he can do what he - you know, if it's a PIN, it's to be used for - it's to go to a new registrar.

Chris Chaplow: Yeah, it can be anything as long as you can't retrieve it by simply getting control of one email address.

Rob Hall: It's up to the model the registrar has chosen. (Unintelligible) a consumer come to me and say, "I want you to communicate with me through my email and only communicate through email and send everything through email," and then you say, "Give me my PIN," I'm going to send it to you. (Unintelligible) else were stolen, I should still send it to you. I'm now talking about a criminal act or fraud or something else. It's beyond the scope of anything we deal with.

If you as a consumer say, "Don't send it through my email. I don't think that's secure enough. Only send it through text or when I log in using different authentication methods," those are all higher securities registrars can offer. I don't think we should ever be supposing to say we shouldn't do something (unintelligible) might have criminal activity involved. That's what the consumer's option is to do.

Chris Chaplow: Well it's interesting to date, but from cases we've looked at where the weak link seems to be in the chain.

Michele Neylon: Okay, I believe George is in the queue.

George Kirikos: Yeah, I'd like to echo that point by Rob saying, you know, once you give that EPP code, you know, the consumer had the choice as to whether to pick a high security registrar or not, and how to send their EPP code. That EPP code once given, you know, that should be the final say. You can't just change your mind and say, "Oh, oops!"

And also I'd like to talk about the point on criminality. Supposedly these are all criminal events that they were (unintelligible) cases, I think, (unintelligible) complaints to ICANN about hijacked domains. I didn't see in the report how many police reports were filed, how many of them actually ended up going back to the court, you know.

We're talking about a very small number of claimed cases, yet we're opening up a loophole that can be used for much bigger damages, you know. The ability to undo a transfer for six months? Unheard of.

Also I want to bring up a new topic which was the topic of indemnity. This old registrant is supposed to indemnify the registrar, the losing registrar who's trying to regain the domain, and the registry. Am I wrong to assume then that the person who was reverse-hijacked - let's say I did transfer the domain to (unintelligible) and somehow somebody reverse hijacks the name, you know, because they get cold feet.

Or let's say MarkMonitor or one of the other big companies that does stealth domain acquisitions, you know, get the domain name from Microsoft, say (Kim.com) or (Docs.com), changes the name and then changes the ownership, and the person says, "Oops! I should have asked for \$1 million, not \$5000." And so they pull the name back thinking it was stolen.

Can that indemnity actually work? Because the person whose name is reverse-hijacked is going to go and sue, you know, Go Daddy or VeriSign for undoing a legitimate transfer.

Is that indemnity of somebody who sold the name for \$5000 that now wants \$1 million, is that going to cover you for, you know, tens of millions of dollars of damages from a Microsoft, whose name is, you know, reverse-hijacked after, you know, six months of building up a huge Web site?

Rob Hall: It's Rob again. I was a little surprised to see the indemnification requirement there frankly. Because registrars are pretty good at covering their asses, getting their clients to indemnify them and the registry. Part of our registry contract's that we kind of have to indemnify the registry.

I actually hate to see things there like (unintelligible) that would prevent me from going after some registrar. And if I'm going after Registrar B and I don't want to have to have my client indemnify them if they've really done something that you should be able to sue them for.

So I don't know who he's indemnifying. If he's indemnifying me, I'll take care of that. You don't need to mandate it. If this guy's telling me something, I'm going to make sure I can go back at him and see what he's telling me is (unintelligible) various cases.

Indemnifying the registrar that may have done something wrong seems kind of early in the process, because you might want the right to sue that registrar or that other registrar on the other end to get at who that registrant is. So I wouldn't want to see an indemnification of the undoing registrar. Does that make sense?

Michele Neylon: I don't think we were suggesting, Rob, I don't think we were suggesting indemnifying the registrar that gains the domain.

Rob Hall: Right, so you don't need to suggest to me that...

Michele Neylon: No, no, no.

Rob Hall: I don't need indemnification. It's my client I'm talking to. I already have that in my original contract, as will the registry. So I'm kind of surprised to see this as a topic, but...

Michele Neylon: The reason this came in was that what we did not want to see happen was that let's say I have a domain and I sell it to you for let's say 1000 euro.

Rob Hall: Yep.

Michele Neylon: And then I suddenly wake up next day and realize that, "Oh my God, it was actually worth 100,000 euro," and I'm now suffering from seller's remorse.

Rob Hall: Right.

Michele Neylon: And I go to my original registrar...

Man: Sorry, sorry. Give me another (unintelligible) registrar. Where does that come in place?

Michele Neylon: That sold the domain. The domain was moved.

Rob Hall: Okay, so wait. The original registrar transferred the domain to the new owner. The new owner moved it.

Michele Neylon: Yes.

Rob Hall: Old owner's got no say. (Unintelligible) the new owner. He's saying move it. (Unintelligible) registration issue.

George Kirikos: May I jump in?

Michele Neylon: Please go ahead.

George Kirikos: Okay, Rob is talking about two different scenarios and how transfers takes place when there's a change. We can go into a side discussion of whether there should be a separate mechanism for domain trade, which is what happens in the UK.

But here's the two ways to do a domain sale. One way is that you do the transfer at the original registrar. So let's say somebody has example.com at Go Daddy. I can do the transfer at Go Daddy from the old registrant, ICANN, to me. And then transfer it to (unintelligible). That's one way of doing it.

However if you do it that way, you're subject to, you know, every registrar having a different policy on what happens when there's a change of registrant. Go Daddy for example will lock a domain for 60 days. Other registrars have other ad hoc policies.

And I consider that 60-day lock to be, you know, illegitimate, for example, because they're saying that it's an opt-in process, but, you know, I strongly disagree. And Go Daddy's been wrong before. They used to change the - do the lock on any WHOIS change. And now they're saying that people are actually opting in to that.

Now the other method to do a sale, which is actually the best practice and is actually what Go Daddy recommends, is that when you do the transfer you have the old registrant give the new registrant the EPP code. That registrant, you know, me or the buyer, whatever, initiates the transfer say from (unintelligible). The old registrant accepts it at Go Daddy. You know, they respond to all the emails, put in the EPP code, et cetera.

And so the new ownership takes place directly from Go Daddy to (unintelligible). So Go Daddy, the last WHOIS that they see is the old registrant. (Unintelligible), the first who is that they see is the new registrant.

That's actually the preferred method to do transfers. That's the way I always do it, because it's irrevocable. That's why it's caught up under this policy.

Rob Hall: George, you're wrong.

George Kirikos: No, I'm not wrong. I do millions of dollars worth of transfers, and you're telling me I'm wrong? Go ahead. Why?

Rob Hall: Practically what happens, that's not technically what happens. The first WHOIS, (unintelligible) in your example, the new registrar, is the original registrant. They have a duty to see it. They have a duty to go and get it. They have a duty to communicate to that registrant and say, "Do you want to transfer your domain to (unintelligible)?"

What's happening in your case is just the opposite. It's transferring under the old registrant, and then you're changing it (unintelligible) to the registrant is. A domain registrant does not change during the transfer process. Ever.

George Kirikos: Okay it's therefore like an instantaneously...

Rob Hall: Sure. It just does not happen.

George Kirikos: But under this undo policy, it would be caught up under that scenario. (Unintelligible) the old...

Michele Neylon: George, this is not a matter of policy. This is a matter of protocols. EPP does not work that way. The way Rob has described is the way it works, and then we have layers of policy on top of that.

George Kirikos: Right.

Rob Hall: And like the policy says, as (unintelligible) transfers the domain, they must make sure the registrant wants to transfer it to them. Both registrars have to



deal with the registrant at the time of transfer. What happens before that transfer or after that transfer, within the registrar's house. What we're talking about here is the transfer between two registrars.

George Kirikos: Notice that the ETRP happens when you do it that way, but it doesn't go into effect under the transfer (unintelligible) at Go Daddy for example. But then you get caught up by a new twist, which is what happens when you have a registrant change within an existing registrar. You get caught by a (unintelligible) lock or whatever, and ad hoc procedures.

Man: That is not governed by ICANN policy. So...

Michele Neylon: George, this working group is addressing IRTP. We are not addressing internal transfers or what we refer to as trades as it happens.

George Kirikos: No, it actually was one of the charter questions. When can registrars, you know, impose the lock? Where's the charter questions? S, T - if you look at the charter questions, it was one of them.

We praise the Go Daddy method as a means of preventing hijackings when (unintelligible) really bad policy that was registrars...

Man: Second charter question or possibly our third, which is whether or not there should be consideration to a lock if there is a change of registrant, in conjunction with a change of registrar.

George Kirikos: Right.

Man: I think that what you're confusing us with here, George, is that you kind of co-mingled a couple of topics really closely in a short period of time, and I think that you kind of lost your audience here. And we weren't following that...

George Kirikos: Right. It's Charter Question Number C.

Michele Neylon: Okay, it's hard to follow. Okay. All right then. Does anybody else have any other questions or comments? Okay, as we're opening the comment period for this initial report, in fact, Marika, around July 5? So if you have any thoughts or any feedback you'd like to give us, and please do so as soon as the comment period opens.

Rob, as you've provided plenty of input today, I expect to see lots of input from you. But if anybody else has any input or if anybody's interested in joining the working group who comes from a different view or whatever, they are more than welcome to join.

Thank you all for coming to join us this afternoon, and have a look at the slide there you can see the basic information on where you can find out what we've been working on, and you can review what we've discussed to date. And thank you for your time. Session closed.

Marika Konings: Operator, can you please stop the recording?

END