

Transcription ICANN Durban Meeting

Registrars meeting

Tuesday 16 July 2013 at 10:45 local time

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Michele Neylon: Okay we're going to start up again. We have the SSAC here. I think we have to change the recording do we? Oh it's on okay. Okay.

Woman: Yes we already told them to do that.

Michele Neylon: Okay thank you. Go ahead.

Patrick Falstrom: Thank you very much for inviting SSAC to meet you. I'm Patrick Falstrom I'm Chair of SSAC. And to my left I have Jim Galvin.

Man: What did you say?

Man: He said Jim.

Patrick Falstrom: To the left of me I have Jim Galvin Vice-Chair of SSAC.

We have provided a couple of slides to you. Next slide please. And next slide.

Let me just mention what SSAC actually is. We're an advisory committee of ICANN. We provide ICANN board, various support and organizations and advisory committees and to the general community. We have a charter to advise ICANN and the community and board on matters related to the security and integrity of the Internet naming address allocation systems.

We are 39 members appointed by the ICANN board for three-year terms. And we do have a membership committee that Jim Galvin is chair of to which you can submit an application to be evaluated for membership of SSAC.

We are working on a large number of issues at the moment, most related to DNS but also some related to IP addressing and of course the new gTLD program.

Next slide please.

We publish approximately six reports each year and the work part is where we're doing the work is not always producing the report, sometimes the conclusion is that no report is needed but quite often we actually produce reports based on what we're doing.

So given that we are short on time Michele and myself talked a little bit about what we actually should present. And as you already some slides about some issues, why not talk about something else? You can come back to all the SSAC members and ask about material in this report and others so let me ask all the SSAC members in the room to stand up. Okay. Now you know what we look like. Most of them have one head.

Michele Neylon: I'm disappointed to see that one of them doesn't have a hat. What's that about?

Patrick Falstrom: So what we will talk about is the - do we have the section on (unintelligible) here? No. Do you think we'll go back to the list?

So on this page you see SAC 57 advice on internal name certificates from March 2013. Let me explain a little bit what that is about. Already in 2010 SSAC released a report SAC 45 that talks about various different kind of issues related to what we call name space collisions. That implies that when new TLDs are allocated and delegated it's not the case that the actual domain names has not been used on the Internet.

In face what we write about in SAC 45 is that a large number to be delegated TLDs are already in use. We also wrote - so that is what we in SSAC call name space collisions that enterprises and private persons around the world use TLDs and use domain names specifically for internal communication but when later the TLDs are actually delegated, suddenly you get a conflict in the name space between the local use of the name and the global use of the name and as we all know in DNS you don't like that. That creates surprises, that creates security indications, that creates all different kind of what in layman terms is called a mess.

One of the things that we - one small piece of this name space collision is something happens with certificates because as you know with X509 certificates and the way they are used today, someone that has the domain name goes to the certificate authority, requests a certificate for the domain name that they have, the CA is validating that the domain name actually belongs to whoever requests the certificate, in some cases by sending emails to an e-mail address in the domain name, sometimes doing other kind of measures, but they are validating that the domain name belongs to the customer and then issues the certificate. And the certificate includes as one of the attributes the domain name which it covers.

For a domain name that doesn't exist in DNS of course that normal validation is not possible because you cannot send e-mail globally to that domain name. But certificate authorities that have this practice of issuing the certificates then warn the customer oh you asked for a certificate for a domain name that

doesn't exist, do you still want to continue. At with those CAs you have the ability to continue.

So what we found out and what we wrote in the report is there is an ability for people to go to a certificate authority and request a certificate for a domain name in the TLD that is not yet delegated. And what this report is talking about are security implications and the risk for man-in-the-middle attacks that can happen when later the domain name is delegated. Okay.

So people will be able to connect to Web sites and what I heard there are I think a couple of hundred are received not just only http but used X509 and as they sell certificates so it's not only the Web. So the end user in the applications will be happy, they think they have a secure connection but in reality it is to whoever has managed to get the certificate before the TLD was delegated.

What we did in January 2013 was that we recommended ICANN to create a disclosure policy to mitigate these, to try to work on mitigation strategies for this. ICANN immediately contacted the CA browser forum and they changed their policy to instead of waiting three years after the first contract was signed to revoke certificates and stop with the policy to instead stop issues, having an agreement that issuing internal name certificates, which these are called, should happen 90 days after the first signing of the contract and after 120 days the existing such certificates should be revoked.

So after that SSAC felt that the report itself could be published and it was then published beginning of March of 2013. If we look in the report itself you would see first of all the report which is the SSAC view in January when we handed over the report to ICANN and then in the Appendix A you will see a description of what happened between the report was ready and it was published.

That's a description of the internal name certificates which is as I started by saying is one of the ways you can get name space collisions. There are others as well of course and most of you know about DNS, I hope should be a little bit scared over what happened with search parties and similar issues but that is something that we in SSAC are looking at but we don't have any report on that specific issue.

So name space collisions we and others have been writing about as many years back since the beginning of I think the first one - among the first ones was 2003 or something and then internal name certificates is the last one that we wrote which is from March 2013.

So with that I will stop for questions on this topic and others.

Woman: Questions for those in the room? Anyone? Questions for those on the bridge?

Rob Hall: Sorry, Rob Hall. Just to be clear you're saying that they're still selling these certificates even knowing an impending collision is coming?

Patrick Falstrom: Yes.

Rob Hall: And no thought was given that perhaps they should start to warn their clients if you buy a certificate of that today we're taking it away potentially in the next year?

Patrick Falstrom: I think this has to do with discussions and agreement within the CA browser forum. That's something which is a discussion that I'm not a part of. So I don't have any insight in what kind of communication they are doing internally in their organization. So maybe there are other people in the room that do have better knowledge and can answer that question but I cannot give an answer. So I don't know.

Rob Hall: Would it be fair say that as you said this is a small part of the collisions that may occur - that the certificate area is a small part of the collisions that may occur but the other collisions are not nearly as severe or of concern of to the SSAC, the other alternate routes they don't pose the same threats, it's really the certificates are the main problem?

Patrick Falstrom: I think it's hard to - you cannot really compare one problem for the other because there are various implications which are significant and very, very serious depending on how you're looking. And it also depends - it might be the case that it depends for example on what kind of domain name it is, how it is in use, what it's used for et cetera. So the implications are different.

What has happened and the reason why I'm a little bit sort of not really responding to your questions so I understand that you're a little bit non-satisfied with the response is that ICANN has committed a study on name space collision issues. That report is very close to being finished if not already finished and ICANN staff the normal process, they're looking at the findings and will do if I understand correctly a public comment period on recommendations, on mitigations against what was found in that report.

The reason why and we know in SSAC a little bit about that is because we are asked explicitly by the board to have a look at those conclusions and the various mitigation mechanisms related to those issues which includes I hope various name space collision issues for various protocols and various whatever and say whether we think that the findings and mitigations are sound and makes us sleep better at night. So that is work that is currently ongoing.

Bob Hall: One more sorry. After the certificate question, it occurs to me that these people that have bought these certificates from the various certificate authorities are also our clients. Is there any way for us to detect they've done this and for us to reach out and perhaps warn them and say that this is coming and start to educate them? If the certificates authorities are basically

sticking their hand in the sand and in fact still perpetuating the problem, perhaps we can help. Is there any way this could be detected or a list could be drawn up and we could reach out to our clients and say hey you may want to be aware of this?

Patrick Falstrom: The problem with both the internal name certificates and also some other name space collision issues is that the reason why people use domain names which are not TLDs internally is because they have a feeling and uncertain configurations of your internal network. You do it internally which means that the only thing we can see or you can see globally on the Internet is leakage which basically means that the only thing we see are the mis-configured cases. And that's why it's completely impossible to say what actually will happen before a TLD is actually delegated. That's when you start to get matches when lookups are done.

So the only thing we can see are the mis-configurations and the leakage and then we can extrapolate to and guess what the actual use is for and from that draw conclusions of what kind of risk there is. What you can do I think are two things.

First of all I do know that many parties both registries and registrars that are dealing with domain names are also dealing with certificates. So that's of course one path forward. The other one is simply to include information about name space collision risks to your respective customers and clients. I think that is something that is very important because as we've written in our report, there are various even recommendations from vendors to actually use non-allocated TLDs for enterprises internally that enterprises have followed.

So what we're talking about is that many companies and organizations in the world due to the new gTLD process must ensure that they are changing everything from their training material to recommend the configuration of the equipment to maybe even default configuration of equipment not change to not create any name space collision issues.

Regarding specifically the name space certificates I wanted to go back to your question what can really be done is that we have seen with the X509 certificates and the whole idea by having lists of trusted CAs that are shipped around in browsers and operating systems and stuff do have various weaknesses.

For example we have a couple of incidents like DigiNotar when a CA got hacked or made mistakes or in one way or another issues certificates to non-domain name holders so what we are saying is that the only way of solving this problem is by starting to use technologies like the (Dane) technology developed by the ITF where a fingerprint of the certificate of the domain name holder is actually stored in DNS at the same domain name that the certificate covers and then that is signed with DNS SEC.

That is what we see from SSAC at the moment that is the only way path forward to really make this easier because we will always have various different kind of weaknesses related to list of CAs. But still I want to point out that the CA and the internal certificate issue is one issue that is solved with (Dane). We have other name space collision issues and that is something that we have to keep our eyes open for.

Rob Hall: I'll keep going I have one more. It seems to me that if we ever get to a second round of TLDs, which I think most of us are hopeful we will, this will occur again potentially. Has there been any thought or would it be in the purview of the SSAC to perhaps recommend the creation of, for lack of a better word, a TLD that's reserved for exactly this type of certificate if there is a need for it internally for companies?

Patrick Falstrom: There are already RSVs that talk about top-level domains and they're also listed in the applicant guidebook that are not to be allocated as TLDs ever. Like example local and a few others -- I don't really know them off the top of my head -- but there are a couple of them yes. And I think that is just like 102,

168/24 and /16 or 10/8 and those kind of private address space. I think that is exactly the way the path forward and not sort of use something that can be used in the future.

Man: (Jeff)?

Jeff Eckhaus: Thank you. Jeff Eckhaus here. So I do have more questions. I believe that maybe it was last week I can't remember the exact date, the Internet Architectural Board issued a statement about dotless domain and part of it was they had referenced the SSAC report, I believe it was 53, with their recommendation. Is there any plan for the SSAC to make a comments on that or is there any follow-up plan from the SSAC on dotless domain? I was just curious about the path forward there?

Patrick Falstrom: At the moment we in SSAC we have so much other things to do so we don't - at the moment we do not have any plan to do anything more on dotless domains. The reasoning is the following.

The applicant guidebook says that address records directly at the apex of its own is not to be used unless - and then there's some wording about very special circumstances. So one thing we have to remember is that the applicant guidebook basically already says no.

Then we were asked and had a look at dotless domain and we made a stronger statement and said this is really bad. After that the ICANN commissioned a study which is not public but if I understand correctly it's close to be ready which have been looking at the issue and in parallel with that as I said the Internet Architecture Board had a look it from a pure protocol standpoint by reading the ROCs and the fine print in them. And they also say don't do this.

So everyone that we in SSAC of course we have our like meeting in the group this afternoon but I'm brave enough as the chair to say that we do

believe in SSAC that as long as all the formal reports are coming out from various bodies say basically the same thing there are different flavors of no but they are very strong nos. We don't see any reason why we have to say something more.

Jeff Eckhaus: Thank you that's helpful.

Michele Neylon: I think we need to wrap this up. Thank you to the SSAC for coming along and we'd love to hear from you again.

Patrick Falstrom: Thank you.

Woman: Just to let everybody know that tomorrow there's a workshop on DNS SEC that we usually have on Wednesdays. It goes from 8:30 to 2:45. But in the morning I think it's around 11 or so there is a panel discussion to be led by Michele here and includes James Bladel and (Vasili Donpuff) that will talk about the DNS SEC obligations in the RAA. If you are interested in this topic we urge you to attend. The information is online on the schedule and you can come for just that portion of the program if you like. You don't have to be there for the whole day.

Maguy?

Michele Neylon: So next up we have ICANN's compliance team. Okay sorry Maguy has changed jobs she's now working for something else.

Maguy Serad: I'm just going to hand out happy faces at Wal-Mart.

Good morning everyone. I really mean it when I say it's one my fun forums coming here compared to some of the other forums we present at.

So Maguy Serad for the record. And with me from the compliance team I have Stacy Burnette and in the audience if you would raise your hand I have

(Shawna Rostin) and (Daniel Victor Oppenheimer) and of course many of the compliance team members are joining us remotely to hear and listen to the inputs from this team here.

We have a very brief update for you and most of the time will be spent on your Q&A.

Michele Neylon: Thank you Maguy.

Maguy Serad: Next slide. Can you connect me and I can drive? Okay.

So here are the programs as some of the participants may know completed and I am very pleased to let you know that the results are really coming out really well. We did have some remediation challenges but we have overcome them and we report 99% of all registrars who went through year one audit have really come clean. What I mean by clean is that the report is passed.

And what that means why it's 99% because we had a couple of terminations that took place during that period and we had a couple remediated and will be pulled back into year two audit just to validate their remediation plan and their results.

The report has been published on the ICANN Web site.

Year two preparation is underway and the timeline will follow similar to year one. The scope is the same and the process is the same.

Accomplishments since the last time we met with you: we did finish the migration of all the fragmented tool, excel sheets and the emails where we were capturing noncompliance challenges in emails and then tracking. And the automation of the (unintelligible) process is also completed from prevention into enforcement. We've also added a post survey at the closure of a complaint. The post survey goes to both the contracted party and the

complaint or the recorder. It gives us an opportunity to hear back from both ways and opportunities to either improve the process, the communication or certain areas that currently need to be improved.

We did add -- before I talk about the multiple complaint submission I wanted to I think I heard you earlier you spoke about the language challenges -- we did add the FAQs on the Web site which is the learn more is in the six UN languages and it's being rolled out slowly. If you go today to it or if you join us tomorrow at this session we're going to do a demo and see what it looks like.

The multiple complaint submission is an opportunity for the reporter and it was by request of the community to submit multiple complaints under the same user ID. So basically there is a prompt that says would you like to submit another one. We keep the information about the reporter. It just gives them a fresh slide where they can enter the next complaint.

As many of you know we also launched a pilot about complaint submission. And I know it's a very sensitive topic for the partners and we will have an opportunity for Q&A but I want to assure you we're launching it slowly, very phased rollout, three pilot users, limited to 100 complaints a week, full automation and validation of complaints and prompts to avoid bad reports.

This slide speaks to the validation up front. We had heard and had been working with many of you about bad reports. I'm pleased to let you know that as you can tell from this chart before we even send out this first notice to the contracted party, we're filling out the budget quarters and look at the number of closed reports that were done, not necessarily all bad reports but some of them were closed because it's not the right status or some missing that information. But a lot of them are also because of bad reports.

And the trend -- I'm sorry if you can go back -- the trends I would like to also share with you and you'll see it in some more on the dashboard, you see a turnaround time here. We start with a large volume but we really are seeing a

much more cooperative and collaboration effort across all the registrars globally. We're able to collaborate and look at the number of complaints and how it gets reduced. We're really seeing a lot of first notice efforts put forth and collaboration to address whatever noncompliance issue we're being faced with.

The next few slides I'm going to leave with you but I want to talk a little bit on this one just to share with you what we are capturing. I know it's a bit of an eye chart but this slide show will be made available to you.

We are capturing internally and will be reporting on it the turnaround time. This only reflects June because like I said we just consolidated all the tools into one. So going forward we're going to be able to do an apples-to-apples comparison because it's the same tool capturing all complaints and every complaint is going through the same process.

So now we're able to start reporting operationally how are we tracking to the complaint side, how are we tracking to the turnaround time. And the turnaround times here are really, really good baseline that we're starting with. As you know some of the complaint times require 50 for the first notice then five and five.

When you see the numbers a little bit higher it's a number only reflecting the collaboration because sometimes some of the exchange of information requires additional information to be clarified or reviewed so that number here is really just a reflection of how the process is working from first, second to third to enforcement.

And (Jennifer) I don't need all those. I'm going to leave them with the team to look at. If you can just go to the next one more.

Again I already spoke briefly about the bulk (unintelligible). This is just a recap. I would only like to restate to this audience that ICANN will at the end

of the three-month pilot collect feedback, lessons learned, input, summarize it and will come back to the audience and to the reporters also that we're working with and assess how did it go, what are the opportunities or challenges and what needs to be done next. So that's a commitment that you will have from us.

Next slide please. I'll leave that for the audience.

I really left the slide here because we received a lot of good questions from you guys but also when we did the outreach to discuss bulk, we shared with you what was and what is. Please if nothing else take a minute to look at this slide because it shows you how we improved it and how it's going to be enforced.

Next slide please.

Now I'm going to turn it to Stacy and I think I heard (James) talk earlier about change management. Man a lot of changes guys. We are hopping. I feel like we're in a race between the policy changes, the 2013 RAAs and the new gTLDs. All of those are bringing changes also to contractual compliance.

We have been reviewing, assessing, analyzing all those changes. We have three parallel track taking place within our department led by different team members to assess what are the changes and how they're going to be implemented operationally and what is the impact how we work with the registrars.

So Stacy's going to provide you a brief update on those but what I would like to remind each and every one of you I hope you do look at the emails you receive from us. We do publish a monthly update. In addition to publishing the monthly update we are pushing it. I don't believe in the push theory; hopefully people are going to start doing pull. But we are pushing the e-mail out to all the registrars.

We push the monthly update through Mike Zupke to all the registrars and every now and then in the monthly update we add a registrar-specific edition that speaks to the operational changes. So we're trying to stay on top of this by communicating directly to you and holding outreach sessions to discuss those changes.

So with that Stacy?

Stacy Burnette: Good afternoon and thank you for this opportunity to share information about the expired registration recovery policy and the changes that are coming about as a result of the 2013 registrar accreditation agreement.

So let's start with the expired registration recovery policy.

Next slide please. Oh I'm sorry it was that slide.

The policy becomes effective very soon, the 31st of August 2013 so I hope that you are making changes to your processes and systems to comply with this policy and if you don't understand something we would like for you to reach out to us and ask questions so that you can make the appropriate changes to your processes and policies internally prior to the 31st of August 2013.

So as stated in the policy the purpose is to establish minimum communication requirements of registrars to align registrant expectations concerning renewal and redemption of expiring domain names with registrar policies and to make renewal and redemption a registration uniformly available under certain circumstances.

Next slide please.

So under the expired registration recovery policy the registrar is required to give each registrant notice of their renewal and deletion policy and this notice has to be on a registrar's Web page.

Next slide please.

So the expiring - I'm sorry the ERRP -- that's how I'm going to describe it -- the ERRP requires registrars to give two notices which you're already required to give under the current RAA requirements but the policy requires that you give these notices at specific times. So you have to give your first notice at least one month before the domain name expires and then you have to give the second notice at least one week before the domain name expires.

And this policy also requires if the domain name has not been renewed by the registrant or the domain name hasn't been deleted by the registrar then you have to give a third notice. And that third notice has to give information regarding how the name can be renewed. And so that's a new provision.

And in the policy it clearly states because I guess the people who participated in the policy development process determined there might be confusion regarding one month, is that exactly 30 days, is it 31 days, how is that going to be determined? And there's some flexibility in that time period. It can be between 26 and 35 days. And for the one week it can be between four and ten days prior to expiration of the domain name.

And the policy doesn't limit registrars from sending additional notices as long as you send those three we talked about. But if you want to send six notices to your registrant saying hey please renew this name, you can do that. There's flexibility in that area.

Let me make sure I'm going through all this. Okay and so the policy also requires registrars to disrupt the DNS resolution path if they delete the domain name anytime after the expiration. So for instance if you delete a

domain name three days after the domain name has expired then the last three days of before you finish the deletion you have to interrupt the DNS resolution path so that the registrant has some clue that the domain name there's a problem with it. And so if you - the requirement is the last eight days prior to deleting the domain name.

You have a question?

(James): I just wanted to point out -- and sorry this is (James) -- and I don't mean to take you off track but I wanted to point out that AGP is the at grace period. You mean the ARGP, the auto-renew grace period and that there's a big if in front of these requirements that if you're deleting on expiration, none of this stuff applies.

Stacy Burnette: If you're deleting at expiration. If you delete after expiration that's when you have to interrupt the domain name.

(James): If it goes into the auto-renew grace period. But if you're deleting at expiration...

Stacy Burnette: You don't have to do any of that.

(James): Right okay.

Stacy Burnette: That's correct.

(James): I just wanted to make sure for folks maybe who are seeing this for the first time. There's a big if qualifier in front of some of those requirements.

Stacy Burnette: You're absolutely right.

(James): Okay thanks.

(Rob): Sorry I hope you want questions because I have one about the first point.

Stacy Burnette: Yes?

(Rob): You said we had to send the first two notices no matter what and the five days post expiration we didn't have to send it if they renewed. I'm assuming if they've already renewed before the first two, we don't have to send them as well right?

Stacy Burnette: So if they've already renewed for the first two then there's no need to send renewal notices because they've already renewed.

(Rob): But the way these things auto-renew is we just do nothing and it auto-renews so technology the registry hasn't renewed yet. That's why I want to be clear. But as long as the customer thinks they renewed we're good.

Stacy Burnette: Have they paid?

(Rob): Yes but we haven't paid the registry yet.

Stacy Burnette: So they think they've renewed.

(Rob): Right okay. So as long as the customer thinks they've renewed, we have no reason to send...

Stacy Burnette: That sounds compliant but we have to assess that situation. I don't want to tell you yes that's absolutely compliant. We'd have to assess that one (Rob).

Michele Neylon: But you do intend to pay for the renewal (Rob).

(Rob): It auto-renewed. We do nothing and it auto-renews. So they don't charge us. The registry doesn't actually renew the domain. We don't explicitly renew the

domain 40 days ahead. We just mark it on our calendar and do nothing. But technology the domain hasn't renewed yet.

Stacy Burnette: Because you haven't paid the registry.

(Rob): Correct.

Stacy Burnette: We'd have to assess that one.

Okay so Maguy has just shared with me, "Stacy we can go a little faster. Why don't you just skip to the summary?" So we're going to skip to the summary.

Woman: (Unintelligible)

Stacy Burnette: So here's the summary. You're required to publish your renewal fees, your post expiration renewal fees, your redemption fees and you must make these fees available in the registration agreement and it can be by way of a link and you have to have these fees on your reseller's pages. If you have a reseller model, the information has to appear on your reseller's pages as well.

We just talked about the communication requirements: two renewal notices prior to expiration and one post expiration if the domain name has not been renewed in five days or the name has not been deleted.

And then the renewal process requires that registrars interrupt the DNS resolution path which we discussed and then also there's a required redemption grace period that all registries must offer. And during that period if there's a request from the registrant to redeem the name then the registry has to comply with that request if it's made through the registrar.

So if you have questions we put the link to the policy in our presentation. You can always contact us for specific questions and we provide some more details in the presentation that you can look at at your leisure.

Next slide please.

Excuse me? I'm sorry all presentations from today's meeting will be published shortly.

Michele Neylon: For those of you who are members of the registrar stakeholder group and want these presentations terribly urgently, we can circulate them to you via e-mail but bear in mind some of the slide decks are quite big so I wouldn't advise downloading them on your mobile device if you're roaming. If you do, you have been warned.

But all of the presentations should be available on the Durban meeting site in the section associated with this session and we can make that happen I think without too much difficulty.

Maguy Serad: And Michele if I may add immediately at the closure of the week at the ICANN meeting on the compliance Web site we publish all the materials that we've shared with the community.

Stacy Burnette: Okay so now we're moving on to a summary comparing the 2013 RAA requirements. So upon signing the agreement or it's my understanding that we've had some registrars that signed the 2013 RAA a few days ago or yesterday was it, all the days are running together, sorry.

And that registration agreement was made effective some time in August right? So whatever effective date appears in your agreement that occurred before January 14, I'm considering that like the signing date.

But that's the date it becomes effective. These are the new requirements that you are obligated to comply with immediately upon effective date of your registrar accreditation agreement.

So one of the things that's really important, that we've had issues with registrars in the past, you must enter into an agreement with your resellers and that becomes effective immediately.

I hope that was clear, I'm going to say it again, please enter into agreements with your resellers. Also the registration data directory services specification who is formatting, that becomes effective immediately and so review that specification and it shares with you exactly what you need to do to become be compliant with the new formatting requirement.

Also the registrar accreditation agreement requires to you provide certain information to ICANN and publish their information on the website. And in conversations with our registrar relations team, there are efforts underway to make sure that you are able to go into our system and upload certain information that will be required.

And I don't know when that's going to be rolled out but it's going to be available at some point soon.

Man: CRM.

Stacy Burnette: We're working on that. So until that is communicated to you what you need to provide to ICANN and the method for providing it you should feel okay. We're going to get back to you with information as to how you should send information as required through the contract to ICANN.

But immediately you do have website requirements and you're required to post your correspondence address, the location of your address, of your registrars sensible place of business is different from your correspondence address.

Then you have to provide details including that address, the phone number, fax number, email address, you have to provide information regarding the

names of your officers, the contact information for officers and the position of each officer.

Lastly you have to provide the name of the ultimate parent entity of the registrar if that's applicable to your organizational structure.

Also the - one of the important immediate requirements is that registrars must provide notice to ICANN in seven days of bankruptcy, convictions and security breaches.

And then there are...

Man: Stacy just one second, convictions - can you convict a company, a company goes bankrupt, I can't see us convicting somebody, can you?

Stacy Burnette: Yes, and that's in the agreement, if it's a conviction of the registrar, we need an entity or its officers. So it does distinguish that in the RAA. And then so there are these additional reasons for registrar termination that you should be aware of.

One important one is if a registrar has been found not compliant, meaning he's received a breach letter three times in a 12 month period, that's terminable, even if you cure the breaches.

So that's something you want to be aware of. Also another important one, I might not have brought my notes, but I gave you the provision, you should look at Section 5.5 and it lists a whole new set - and it's also in our presentation, a whole new set of reasons why ICANN can terminate your agreement.

If a registrar is convicted of engaging in cybersquatting, found to have violated some law associated cybersquatting that's a reason to terminate the agreement.

The registrar or its affiliates, so there are all these new reasons that you should examine and be aware of and their effective immediately or whenever the effective date is on your registration accreditation agreement.

And then CEO certification, in the agreement there's a requirement that the CEO's certify that your registrar is in compliance with the agreement and the CEO certifications are due to ICANN by the 20th of January.

And we will be sending out something to you, maybe ICANN, I'm not sure which entity within ICANN but we will be sending out something to you with a certification that you'll have to sign and get back to us. So all that's effective immediately.

And then there are other provisions that are effective beginning the first of January 2014. And so these provisions include the abuse contact requirement, all registrars are required to have an abuse contact for the public to submit claims of alleged illegal activity concerning domain names that you manage.

Also a point of contact for law enforcement, you have to have an email address and a home number for law enforcement to reach out and this point of contact must be available for 24 hours a day to deal with reports of domain name abuse or illegal activity by law enforcement.

And registrars and resellers must provide a link to the registrant benefits and responsibilities document. I think I don't know if the name has changed but this document that is referenced in the RAA you have to provide that link, again that's not until January 1 2014.

The WHOIS accuracy program specification become effective in January 2014, it's a data retention specification. The DNS spec IDN and IPD 6

requirements become effective in 2014 as well as the data directory services specification meaning the WHOIS service level agreement requirements.

And registrars and resellers must comply with the proxy and privacy registration program established by ICANN and the provisions are in Section 3.1.2.4.

So again please refer to our slide deck if you want more information and feel free to call us or contact us via email if you have questions. We prefer that you ask questions as opposed to assume something and not be sure and then we end up sending you second and third notices which I know you don't like.

So reach out to us and we'll try to help you.

Michele Neylon: Thank you. We have a few people in the queue but before I go through the queue I actually have one or two very quick questions for you. Are you guys going to be involved with the registrar outreach that we've been discussing with Mike Zupke and (Cyrus).

Because if you go back to some of the last couple of slides, I mean these are all new requirements that you will be policing.

Maggie Mansourkia: The short answer yes, but in addition to the outreach as I stated earlier we will be providing you on a monthly update email what are some of the changes and what's happened.

Michele Neylon: Okay and specifically to do with a couple of those things, how do you intend to police the law enforcement contact, I mean I can see okay publishing something that's visible to the public because it's standard abuse contact, that's visible.

But how are you going to know whether I've actually grasped the law enforcement abuse contact?

Stacy Burnette: There's a requirement that you publish that information on your website for law enforcement to reach you. It's in your agreement.

Michele Neylon: No, not for the agreement, the agreement for two contacts for abuse, one is public, the other is private.

So how are you going to police the final one?

Stacy Burnette: Okay, so we'll have to figure that out and we will, we'll work with law enforcement to come up with a way that works for them as well. And we've had discussions with them about how we can work together to make sure that they are able to reach you and to contact us when we're not.

Because you're supposed to have this 24 hour thing and you're supposed to have someone who's available to address those issues and take action. So we'll work with law enforcement.

Michele Neylon: Okay in the queue I have Jeff, I have (James) I think, I have (Mohammed), I have Bob and I have - the gentleman down there who's name I can't recall, but that's okay if you come up to the table you have a microphone.

I've got the queue in Adobe so Jeff go ahead.

Jeff Eckhaus: Thanks, Jeff Eckhaus here. So I just actually have a simple question going back to the bulk WHOIS submission program. I don't think you need to go through the slide because it's a pretty general question.

Actually I've gotten a great deal of information through my interaction with your office, you've been very helpful. The one question I had is it's being referred to as a three month pilot.

Does that mean that the end of three months the bulk submission tool will close, you will evaluate the process, what happened and then reopen it after you know an analysis? Or does it mean that it's going to go three months and then it will just keep going after that.

And you will make those changes concurrently. Thanks.

Maggie Mansourkia: So good question. The way we're looking at it is we're going to be monitoring it weekly also. If there is a reason where we need to really close it, because of some major issues and assess it we will consider that.

But I don't have a yes we'll close it or no at this moment. We'll have to see what is the reason to close it if there is a reason for that.

Jeff Eckhaus: Okay, I know because I'm just trying to figure out - so then what are the next steps then after the three months? Just so the people here in myself, everyone understands.

Because three months as you know goes by very quickly, is it the plan, if everything goes okay it opens up further, what are those numbers and how will we be involved in that feedback with knowing are there going to be additional people allowed under the program, what the results have been.

Maybe put it in there and I missed it but is there going to be an update to say registrars or the community about how it's going, what's happening and what the future plans are?

Maggie Mansourkia: So yes, there will be ongoing updates throughout the three months Jeff, we will not wait until the end of the three months to come with an update.

And as you know I really don't know how much interest out there in the community and how many will sign up, but today we reached out to the three areas.

And we will be providing and assessing weekly internally and we hope that with the registrars if you are experiencing something you let us know. Not hope, I know you will let us know.

But we will be providing an update on a monthly basis and the monthly update, high level and if there's a need to reach out internally with you guys let me know.

Jeff Eckhaus: Okay thank you.

(Mohammed): Thank you. I mean there was one point that I was curious to know how compliance is going to try to work with, when you talk about the seller, I imagine that on your compliance you ask that you need to have an agreement between the registrars and the resellers and I'm curious to know what type of agreement you're talking about, is that a specific contract that you recommend to have?

Because it suggests an (alien) that I have in my network and somebody that can be an end user, it can be an entity, it can be anything.

And to be honest I understand that ICANN was going to be on the registrar and it's on customer relationship and this is a network but it is really tough to ask for having proof of any type of agreement or any sort if you don't recommend, especially that type of agreement.

And I don't think that you will be able to put it very easily and the only thing I can make is to be sure that you are a reseller and you stick on the back and say that you agree on my terms. Nobody's telling me what are my conditions for him.

And I'm pleased to know, that's the only point that I really have, a strong resist because we tried to extend responsibility beyond something that is not contractual that we already have which you have in ICANN.

Stacy Burnette: So we don't require that you enter into a contract with your resellers based on a contract that we have set forth, you determine those terms.

But if an entity is providing registrar services on your behalf then it's important that you get a contract with that entity that requires that they follow the requirements of the RAA because whatever they're doing you will be held responsible as the registrar.

So you want to make sure you have a contract with them that requires that they follow the rules of the - or the requirements in the RAA. So at a minimum you want to put some of the provisions that you're required to comply with in that agreement.

We can't tell you what to put in the agreement, you can put all sorts of additional terms if you choose to but there's certain things you should get them to agree to so that you won't find yourself in a compliance issue with ICANN.

Is that helpful?

(Mohammed): I understand what you want, the problem is (unintelligible) what's going to happen with totally different from what you're trying exactly to do. If you're going to give you an example, somebody buys a domain name from registrar and puts in a package to somebody else.

Is my customer not a reseller, is he going to become a reseller? In the environment he is a reseller but for me it is end user, is a customer.

So this confusion really is on field, nobody's going to present it to happen.
And when the end user will buy the package from somebody we'll come and
file a complaint, you will have a big problem.

Because for me he's not a reseller, he's an end user.

Stacy Burnette: So that's a comment that we will take into consideration. I don't have an
answer for that issue here today but that's something we'll have to consider
going forward.

In addition there's a definition of reseller in the new agreement so if what
you're describing doesn't fall under that definition then maybe that's not
traditionally a reseller.

Woman: I've got a question from the domain, I have a question myself. BRRP requires
registrars with resellers to ensure procedures and pricing listed on the
reseller's website.

How does compliance envision to ensure that the resellers are in
compliance?

Stacy Burnette: Often when we receive complaints about a failure to do XYZ, we'll check with
the - sometimes the complainant will state I purchased this from this company
and it happens to be a reseller.

And we find out through the WHOIS who the actual registrar is but if we find
out there's a reseller in that situation we know the name of the reseller, we'll
check the resellers (finding) ourselves.

That's not always available information but when it is you can easily check.

Woman: So it would be more reactive than proactively monitoring, is that the case?

Stacy Burnette: So every year we come up with an audit plan as to which provisions of the RAA will be audited and I'm not certain if this provision will be on that list for 204, if it's not then we won't be doing active monitoring, it will be more through complaints that really see about registrar services or reseller services.

Woman: Okay thank you. Elliot?

Elliot Noss: Two things, I have a comment and a question and I hope you hear the comment as supporting you although I fear you won't, you know it really is sad to watch the amount of effort that is going - that you guys are putting in around the bulk WHOIS where we have really effectively one squeaky wheel in the whole industry who turns your department so on its that you have to provide weekly reports and monthly reports and summaries and white papers and design systems to accommodate one person.

And you know I'm going to say to you guys something that I've said to you before, because when I bring these things to you both privately and publicly what you say is hey this is what we're being told to do.

If you need to push back internally inside of your organization, we can support you. And - but we can't lead that, we can't make that happen, it's got to be you guys to do that.

So you've got to be the ones who first say you know what, this is ridiculous and a waste of our time, we're not solving any real problem and we have real problems that we're not getting to.

It's you guys who have to be the ones who push back and please come to us to help you do that. So that's my comment. My question is really a follow up on (Mohammed)'s and welcome, that is so great to hear you contributing on this issue.

I'm so happy to see you kick this one off. You know we're going to need help at a definitional level. You know I look at this and I've now read this definition I don't know, a dozen times. And then I read the definition of registrar services a dozen times, it still looks to me like a web designer who has clients, registers the domain names in their own name for the clients as a bundle of services.

Is an end user, not a reseller, and in fact with this agreement what they're doing is encouraging me and (Mohammed) and Jeff and others to define our services in a way that makes it harder for entrepreneurs to provide end users what they want.

And is going to increase your complaints because what it's going to encourage is more resellers or people who are really providing the range of services to end users to put services in their own names or to use privacy services.

So you know the question is I mean as I described a web designer in a typical relationship that happened across tens of thousands, maybe hundreds of thousands of entities, you know providing millions of domain names they put the registration in their own name, they're not a reseller.

Is that correct? And please don't say just read the agreement.

Stacy Burnette: It sounds like they're a registrant in that case because they're registering a domain name but you know what Elliot, I would like to see an actual case, I don't want to on the fly try to analyze this. We could throw in a whole bunch of different what ifs and facts.

And so it sounds like that's a registrant.

Elliot Noss: That's great, so if you say you'd like to see an actual case what I'd like to do as a very proactive - what we'd like to do, I say what I'd like to do and of course poor (Adam) will do the work.

But we'd like to proactively go through the fact checks and understand what is and what isn't so that we know A, what's in breach and what's not, and B, how to define and create our services.

And I'll tell you, you know now is the time because we are all of us, all in this room going to have to bake a dozen new things into our platforms.

And it is so expensive, so expensive. And I don't mean it's not just money, it's money, time, implementation, it's a number of complaints you're going to get.

Let's do this right the first time so you know I hear you saying that's great, let's proactively design this and then you know that's what we'll do. But I fear that this construct, even if we proactively design it, is now going to create a system that's going to cause you way more complaints from end users about my reseller hijacked my name.

And we're going to say hey that's an end user, you know your problem. You know push more people outside of our control where you know Paul in our compliance department can't help you any more than is.

You know congratulations to (John) in the legal department for maybe making some people politically happy but you know this is going to be a problem for end users and for entrepreneurs.

Maggie Mansourkia: So if I may Michele just - I want to thank you for your comments and I do respect each and every comment we receive here. One clarification on the bulk, what we did is made sure the design fits with the existing process and tools.

The only difference is up front loading and I do receive your feedback about your concern. And I know I hear that from every stakeholder group we visit, let us help you.

Guys your up front before we even come into the picture about certain things. If you are unhappy with things, communicate it.

Elliot Noss: Wait, we've communicated that in the beginning, in the middle, at the end. What we cannot do - I mean what we cannot do is I can't go to Faudi) and say Faudi), Maggie doesn't like this. You know Maggie thinks this is going to cause her inefficiencies.

She thinks this is going to stop her from doing other good work. I can't put those words in your mouth, you've got to do that and then I can support.

Maggie Mansourkia: So my guess is it doesn't have an offering about bulk, it's a service of compliance.

Elliot Noss: Really, so you think that that's - that in the grand scheme of things, look your responsibility is to see - it's not just you know go through the letter of the contract, this is substance, not form.

Do you see your job as contract compliance or do you see your job as stopping to help problems in the DNS?

Maggie Mansourkia: So let's...

Elliot Noss: I'd love an answer to that question pointedly.

Maggie Mansourkia: My job is to ensure that the contractual obligations are being fulfilled.

Elliot Noss: Great. Who's responsible for seeing that there's - who is at a strategy level responsible inside of the ICANN organization for seeing that the DNS is safer and better for end users?

Maggie Mansourkia: It's everybody's...

Elliot Noss: No, I want one person because when everybody's responsible nobody's responsible.

Maggie Mansourkia: So I don't have an answer for you.

Elliot Noss: Great, I'll ask Claudia that question.

Maggie Mansourkia: Please. So the other comment I wanted to make is you heard Claudia announce a role as the generic domain position and you heard also Faudi) say how we would be working very close with (unintelligible) team.

So this is the opportunity where that clarification and up front identification of areas we can collaborate on and address. So in addition to what we normally do we will be looking into that.

So work through Mike Zupke on the team also if there are additional clarifications that need to be identified.

Woman: Thanks Maggie, (James)?

(James): Thanks, hi Maggie, hi Stacy and I have a whole boatload of questions here but I'm respectful to the fact that there's a long queue so I'm just going to go to maybe some highlights and then I'll just tear through them fairly quickly.

With regard to bulk, WHOIS and maybe this was touched on but my understanding is that these users are submitting their identifications and

affiliations to you but you are not relaying that to the registrar as part of the affiliation or as part of the investigation request, is that correct?

Maggie Mansourkia: It is part of the same as any other complaint, we've asked if they want to be identified and based on that we will share with you if they are nor not.

(James): So when you say that you want registrars to tell you if the system is being abused you recognize that we don't know if these people are opting out of that disclosure then we don't know if all of these are coming from one individual or one user or if they're spread out.

Maggie Mansourkia: We will know and we will share, if they had said there's a disclaimer that said do you want to be identified, just like when filing a complaint, we have captured that.

And we can share that with you.

(James): Okay, and in the Beijing meeting I specifically asked if your terms would include a prohibition on any commercial use of the bulk WHOIS submission tool and I don't know the terms have been published yet but does it include that prohibition?

Maggie Mansourkia: I don't have the terms memorized but we'll attach them at the end so we can check and see.

(James): Okay, and then very quickly one of the things with regard to the new RAA and then I'll drop back in the queue or drop out or whatever.

But with regard to the new RAA one of the requests I'm getting both internally and externally and I'm sure other registrars are getting it as well is give me your top five benefits that a registrant, not the DAC, not law enforcement, not IP but that a registrant will see under the new RAA.

I'm having a really tough time coming up with those bullet points. Can you help me? Maybe this is Mike as well but the new RAA has a lot of goodies in there for a lot of folks with a lot of agendas that they're saying from a registrant, what is the registrant going to see as an immediate and intangible benefit to an end user from this new RAA that they're not going to get under the 2009 RAA.

And I've said some nice little platitudes about raising the industry bar and consumer confidence and you know products and things. I'm being asked specifics, three bullet points, five bullet points.

And I need some help with those please.

Woman: I'd like to second that question as well, that would be helpful.

Mike: So this is Mike, I'd like to propose maybe as we're kind of preparing the update to registrars as we're doing this, this would be a good thing for us to build into that because I don't want to try to do it off the cuff here.

But I'm happy to work with you on that and everyone.

Bob Mountain: Thanks this is Bob Mountain in (unintelligible), had a question for Stacy, could you just quickly elaborate on what you meant by the cybersquatter comment and how you would define that because many registrars also own domains and host portfolios and are subject to UDRPs in which decisions aren't always logical.

So I'm just interested in what your criteria on that?

Stacy Burnette: As previously stated the RAA states that one of the reasons that ICANN can proceed with either termination or suspension is if a registrar has been found to have violated a law related to cybersquatting and if you look in Section I think it's 5.5 it states the requirements that I just spoke of.

And so in situations like that we would be looking for some type of court document, court order or a court decision concerning a registrar that might have been involved in cybersquatting.

Man: Actually a UDRP then would not be considered then cybersquatting, it would have to be a court litigated event as opposed to UDRP.

Stacy Burnette: So the provision and again I encourage you to look at the section I'm referring to in 5.5 because it specifically states a court decision or - and I don't want to misquote it, I haven't memorized it.

But please look at 5.5 because that's what we'll be following.

Man: No we have and our terms - he asked me to ask these questions just to get confirmation from ICANN.

Woman: Just one comment and question from the bridge around publishing email for law enforcement. The comment is, it's a very bad idea to publish emails intended for law enforcement on the website.

Wouldn't that be subject to abuse from the public?

Stacy Burnette: So I think I stand corrected on that, but I want to look at the 2013 RAA again to see exactly what it says, I haven't memorized all the provisions.

But whatever the requirement is if it doesn't say it has to be posted on the website we're not going to require that. We would only require what's in the 2013 RAA concerning point of contact for law enforcement and other similar entities.

Art: Good morning, my name is Art Bizulberg, I'm part of a registrar who is a new prospective registrar signing up under the 2009 RAA. And we're doing our

best to become compliant as soon as possible in all our systems but we may not be fully on time by the first of January.

But we'll do our best and talk with you and see what we can do to secure that. I noticed in the new RAA that we are obliged to give officer information. What do you mean by officers, does it include our managers or just the CEOs, CFO, COO?

And how do we prevent abuse by customers that want to talk directly to the officer but we don't want them to have to go through a first line process first in order to determine whether their complaint is justified?

Stacy Burnette: So there's no requirement that you have to provide a direct line to the president's office, it just has to be a communication tool for them to communicate with the president.

Maybe the president assistant reads it and determines how it should be handled, that's up to you. But there has to be contact information for the officers. It could be one email and I don't know who mans that email or reads it.

But you'll decide how to appropriately escalate matters that actually need to go to the president and matters that could possibly be handled by someone else, I don't know.

So that's up to you to decide, there's no requirement about that in the RAA and then in terms of officers who are the officers listed on your articles of incorporation?

I mean it's clearly officers, we're not asking for all the line managers and the secretaries and the assistants but the officers of the company.

So if I were you I would interpret that literally, the officers.

Art: No we haven't (unintelligible) the officers already in that case another question about the ERRP, in this presentation I think they asked what if we know a domain name is going to be deleted after 30 days from then, but the expiration date is next year?

So do the ERRP and the UDRP apply if we get a request from our customer to delete the domain name directly or to delete a domain name 30 days from now? Are we under the UDRP (unintelligible)?

Stacy Burnette: so the expire registration recovery policy is concerning expiring domain names. If your registrant requests please delete the name and it's a year before the expiration you don't have to send out a renewal notice or anything like that.

Art: Okay, and then final comment, this is probably for Elliot, (James) and (unintelligible), the difference between resellers and contract and name and resellers in practice, so in practice you see a lot of mismatch between the contracted party and the domain name holder.

And we're making a general provision in our general terms and conditions that applies to all our end users. In a sense we don't have resellers, we don't support resellers, but we make - but we allow all of our end users and direct retail to end users to submit a registration for somebody else.

As long as they inform this other person of their obligations and rights on the old policy agreements I think it's fine. The only problem you have, it's not a huge problem but the only problem you have is if there is an in fighting between the contracted party and the domain holder.

The domain holder complains to you directly and they have a dispute with the party we have contracted, then we need to determine an honest system by which such a conflict then resolute.

Because right now we refer to the registry or we refer to ICANN as an authoritative body but it may not be fair in who gets the use of the domain name.

Because the contracted party we have is probably paying for it but the end user might have more right to it but is not paying for it.

So who gets the domain name in the end, it's really important thing not to bridge from a compliance point of view but more from a dispute point of view because it's never going to happen.

It's going to occur a few times but then you need some way of treating the disputes in my humble opinion.

Stacy Burnette: So with that comment - it sounded more like a comment as opposed to a question.

Art: It's a comment and advice.

Stacy Burnette: Okay.

Man: I'm going to be very brief, I think that was good, you know welcome and I thought that was a great comment and I think what Stacy and Maggie have said is not our problem but we're here to enforce the contract, don't waste our time with this.

So let's not, I think I would really encourage you because that was well spoken, you're new to the community. It will be so well heard in a public forum or in different parts of the open mic process and I really encourage you to make that comment publicly.

Because it's so often - it's so you know everybody is so tired of hearing it from me that I personally would buy you a coffee for that. Thanks.

Michele Neylon: Okay thanks Maggie and Stacy and the rest of the compliance team and I'm sure quite a few of us will - (James) now what? You want another go again do you? Go on.

(James): I thought I was clear that I was going to go to the back of the queue but I got thrown off the queue. So there was a question regarding the audit and the new RAA and the new policies that are going into effect.

And I've been told repeatedly that the audit is frozen as of last year so that the new RAA and the new policies will not be impacted. However some of the new components of the RAA are reduction or an elimination of obligations that are still contained in the 2013 audit.

So my question is, if you audit us and you say for example you're no longer - your WHOIS service, port 43 WHOIS service for the thick registry is down and I say no because we signed a new RAA we're no longer required to provide that, is that still a deficiency?

Or are we going to - I know it sounds like registrars are trying to have it both ways and I think the answer is yeah, okay can we have it both ways?

Maggie Mansourkia: So as we're considering for year two audit, we have continuously said you're correct, the scope is the same but if there is something that needs to be addressed I'll take it back to the team, we're research it and see what is the challenge in that change and what does it mean?

And we'd communicate it.

Michele Neylon: Okay thanks everyone. Please try and get back here for 1:00 local for the ATRT session. Thanks everyone from compliance and I'm sure several

people will be more than happy to harass you later Maggie with other questions. Thanks.

END