

## Adobe Chat – 8 September 2010 TDG Consultation

Kathy Kleiman: Tx you for hosting, Kurt.

Steve Metalitz: Is the call being recorded?

Eric Brunner-Williams: yes

Jeff Neuman: TDG = Temporary Drafting Group..I forgot what that stood for

kurt: steve - to repeat Eric's answer - the call is being recorded

Richard Tindal: JEFF - I dont think it prevents 30 day programs - but it does require that you give 6 months advance notice of the program

John Jeffrey: Link to Registry Const. Comments [http://forum.icann.org/lists/4gtld-base/pdf\\_HwTArON9s.pdf](http://forum.icann.org/lists/4gtld-base/pdf_HwTArON9s.pdf)

Bret Fausett: What part of 2.10 is a price control? It's a notice provision.

Jon Nevett: "RO shall offer all domain registration renewals at the same price, . . ."

Bret Fausett: You have to read the whole sentence. "Unless....."

Jon Nevett: i read the whole sentence, registries can't control the second clause

Bret Fausett: Yes they can. RY requires RR to have certain notice provisions in its registration contracts. It's a pass thru.

Jeff Neuman: Bret - My issue is that it is worded poorly to have an unenforceable requirement by registries

Jeff Neuman: It needs to be worded as a pass through, but it is not

Jeff Neuman: a registry could be in breach for things completely outside of its control

Jon Nevett: keith, where are you?

Bret Fausett: That's a fair point and strike me as an easy clarification after the "unless" clause of 2.10.

Jon Nevett: Agreed

Jon Nevett: Scott, why can't a registry just sue for damages instead of terminating?

Jeff Neuman: it can but the limitation of liability is so low to make it meaningful

Jon Nevett: got it -- should except intentional misconduct

Craig Schwartz: Kathy's hand is up.

Jeff Neuman: I think the Limitation of Liability should be a minimum for both sides of \$1 million or higher

Bret Fausett: If ICANN is engaging in intentional misconduct vis a vis the registries, I would think the better solution would be for the registries to find an alternative publisher of the root zone and collectively promote its adoption.

Jeff Neuman: given the crucial public resource.

Jeff Neuman: Bret - That is really not a viable solution

John Jeffrey: should we read your comment into the public record, Bret?

Bret Fausett: The chat record is public already, isn't it?

John Jeffrey: we don't put it into the recording.. nor have we published it in the past as far as I know

John Jeffrey: so those not on the call, would not have this information... I don't want it to be perceived that we were stopping your comment from reaching the record of the meeting

Craig Schwartz: TDG recordings and chats have not been published.

Bret Fausett: I will think about it then and post something more complete than what is essentially a tweet.

John Jeffrey: Thanks.

Jon Nevett: I have a one word change to Section 7.5 that the RySG didn't raise in Section 7.5

Jon Nevett: Please add that to #11 and hope we get to it! Thanks. JN

Craig Schwartz: Or send the comment/edit to the TDG list.

Richard Tindal: Jeff N - Is the ICANN proposed language not what is in existing agreements?

Jon Nevett: the only issue is what happens with bad debt

Bret Fausett: Wasn't the registrar approval of the budget intended as an accountability check on ICANN? If ICANN can bypass that, that removes the accountability check.

Jeff Neuman: exactly

Bret Fausett: What's the point of the registrar approval if there is an end-around?

Eric Brunner-Williams: agree, this part assumes a single business model

Craig Schwartz: Kathy - did we lose you on the phone?

Francisco Arias: <http://gnso.icann.org/issues/whois/whois-service-requirements-final-report-29jul10-en.pdf>

Francisco Arias: I think that is the document that was mentioned

Steve Metalitz: Here is link to existing registry agreement:

Steve Metalitz: <http://www.icann.org/en/tlds/agreements/asia/appendix-s-06dec06.htm#6>

Jeff Neuman: Does .asia actually do it?

Jon Nevett: let's move on

Jon Nevett: That seems fair

Greg Aaron: were the definitions originally from old registry contracts dating back to 2001-4?

Craig Schwartz: <http://www.icann.org/en/general/consensus-policies.htm>

Daniel Halloran: Greg: I think the definitions of security and stability that are in RSEP and current agreements date to around 2005-2006 (not 2001-2004)

Greg Aaron: Thanks, Dan.