**GNSO gTLD Registries Stakeholder Group Statement**

**Issue: Preliminary Issue Report on Uniformity of Contracts to Address Registration Abuse**

Date: 15 August 2012

Issue Document URL:

<http://www.icann.org/en/news/public-comment/uoc-prelim-issue-report-25jul12-en.htm>

This statement on the issue noted above is submitted on behalf of the gTLD Registries Stakeholder Group (RySG). The statement that follows represents a consensus position of the RySG as further detailed at the end of the document. The RySG statement was arrived at through a combination of RySG email list discussion and RySG meetings (including teleconference meetings).

Table 1 (brief description of ICANN contract types) pp.10-11

* The description of the RAA contains this statement: “*The RAA is considered within scope of a GNSO PDP.*” This statement is overbroad.
  + It could easily be interpreted to mean that everything in the RAA is within the picket fence, thereby excessively broadening the picket fence.
  + Defining any contract as within the scope of a PDP could drastically change the negotiations process for that contract and thereby bring the entire community into negotiations. This situation not only is impractical from a feasibility standpoint but also would likely extend by years the time needed for negotiations.
  + The consensus policy process as set forth in existing contracts is defined around categories of issues; a contract is a collection of many issues, each of which should be evaluated on its own merits as to whether it appropriate for policy development work.
  + The next sentence in the description of the RAA says, “*In addition, Consensus Policies can be developed with respect to topics identified in the RAA as appropriate for consensus policies.*” An underlying assumption in this statement is that not all topics in the RAA are appropriate for consensus policies.
  + It would be much more appropriate to identify specific issues in the RAA that are within scope of a PDP than to make a blanket statement that the RAA is in scope; we suggest that staff identify what issues in the RAA are in scope.
* The description of the Registration Agreement contains this statement: “*This agreement is considered in scope for a GNSO PDP.*” As with the RAA, this statement is also overbroad.
  + Variations of the sub-bullet comments for the RAA above are applicable here as well.
  + It is accepted that applicable RAA terms should flow down to registrants via registration agreements, but that is very different than saying that the entire agreement is in scope for a PDP.
* The last sentence in the description of the Registration Agreement says, “Amendments to the RtA are at the discretion of the Registrar.”
  + This statement is consistent with existing practice and is essential for registrars to be able to manage their relationship with registrants in a timely manner. A registrar could not involve the whole community every time the registrar needed to make an amendment to its registration agreement.
  + It is understood that amendments would have to be in compliance with existing consensus policy and other terms of the RAA.

6. Staff Recommendation, pp.22-23

* In this section staff recommends that a PDP be initiated.
* If a PDP is initiated, staff recommends that the following tasks be assigned to the associated Working Group: 1) additional research about registration abuse; 2) answering the question as to “*whether Registries have unique requirements that may call for differing approaches and definitions*”; 3) development of an initial baseline if there appears to be value in having uniform contractual provisions to address registration abuse.
  + These steps seem reasonable.
  + It is not clear whether a consensus policy would be recommended as a result of a PDP. We understand that contracted parties would have an adequate opportunity to influence any such recommendation.
  + As contracted parties, members of the RySG are sensitive that any comments made by the Group clearly show our willingness to prevent registration abuse when possible and to do so in ways that are effective.
* This section ends by stating, “. . . *the GNSO Council is encouraged to take the time before the release of the Final Issue Report to review its current projects to determine available bandwidth for initiating an additional PDP.*”
  + This of course is a sound suggestion.
  + It is not clear why staff encouraged the Council to do this before the Final Issue Report is released. Does this mean that staff believes the Final Report should not be issued if it is determined that there is not available bandwidth?

**RySG Level of Support**

1. **Level of Support of Active Members**: Supermajority
   1. # of Members in Favor: 10
   2. # of Members Opposed: 0
   3. # of Members that Abstained: 0
   4. # of Members that did not vote: 4
2. **Minority Position**(s): N/A

**General RySG Information**

* + - Total # of eligible RySG Members[[1]](#footnote-1): 14
    - Total # of RySG Members: 14
    - Total # of Active RySG Members[[2]](#footnote-2): 14
    - Minimum requirement for supermajority of Active Members: 10
    - Minimum requirement for majority of Active Members: 8
    - # of Members that participated in this process: 14
    - Names of Members that participated in this process: 14

1. Afilias (.info, .mobi & .pro)
2. DotAsia Organisation (.asia)
3. DotCooperation (.coop)
4. Employ Media (.jobs)
5. Fundació puntCAT (.cat)
6. ICM, Inc. (.xxx)
7. Museum Domain Management Association – MuseDoma (.museum)
8. NeuStar (.biz)
9. Public Interest Registry - PIR (.org)
10. Societe Internationale de Telecommunication Aeronautiques – SITA (.aero)
11. Telnic (.tel)
12. Tralliance Registry Management Company (TRMC) (.travel)
13. Universal Postal Union (.post)
14. VeriSign (.com, .name, & .net)

* Names & email addresses for points of contact
  + Chair: David Maher, [dmaher@pir.org](mailto:dmaher@pir.org)
  + Vice Chair: Keith Drazek, [kdrazek@verisign.com](mailto:kdrazek@verisign.com)
  + Secretariat: Cherie Stubbs, [Cherstubbs@aol.com](mailto:Cherstubbs@aol.com)
  + RySG representative for this statement: Chuck Gomes, [cgomes@verisign.com](mailto:cgomes@verisign.com)

1. All top-level domain sponsors or registry operators that have agreements with ICANN to provide Registry Services in support of one or more gTLDs are eligible for membership upon the “effective date” set forth in the operator’s or sponsor’s agreement (RySG Charter, Article II, RySG Membership, Sec. A). The RySG Charter can be found at http://www.gtldregistries.org/sites/gtldregistries.org/files/Charter\_for\_RySG\_6\_July\_2011\_FINAL.pdf [↑](#footnote-ref-1)
2. Per the RySG Charter, Article II, RySG Membership, Sec.D: Members shall be classified as “Active” or “Inactive”. An active member must meet eligibility requirements, must be current on dues, and must be a regular participant in RySG activities. A member shall be classified as Active unless it is classified as Inactive pursuant to the provisions of this paragraph. Members become Inactive by failing to participate in three consecutively scheduled RySG meetings or voting processes or both. An Inactive member shall continue to have membership rights and duties except being counted as present or absent in the determination of a quorum. An Inactive member immediately resumes Active status at any time by participating in a RySG meeting or by voting. [↑](#footnote-ref-2)