Proposed Service

Name of Proposed Service:

Redemption Grace Period for .name

Technical description of Proposed Service:

Background

Domain-name registrations can be deleted from TLD registries without a deliberate decision by the current registrant to let them expire. Unintentional deletions can result from registrant mistake, registrar mistake, or in some cases fraud or domain-name hijacking.

Following a rising tide of problems and complaints relating to deletion of domain-name registrations, in 2002 ICANN developed the Redemption Grace Period (RGP) for unsponsored TLDs to prevent unintentional deletions. It should be noted that the RGP was not established by an ICANN consensus policy and it is therefore at the sole discretion of the registry and registrar whether to offer or not to offer the Redemption Grace Period service. The previous registry for .name, the Global Name Registry (GNR), did not implement RGP for this TLD. Verisign now plans to do this. RGP and the related Restore service for .name will be applied to Second-Level Domains, Third-Level Domains, and Email Forwarding (collectively, ".name Registered Names").

Technical Description

The Redemption Grace Period (RGP) does the following:

- The RGP is a 30-day registry "hold" period for all .name Registered Names deleted by registrars. This hold period is designed to allow registrars the ability to "restore" names that were deleted accidentally or without the intent of the registrant.
- During this 30-day period, the deleted .name Registered Name will be placed on REGISTRY-HOLD, which will cause the .name Registered Name to be removed from the zone. The .name Registered Name, therefore, will not function/resolve. This feature is intended to ensure notice to the registrant that the .name Registered Name is subject to deletion at the end of the Redemption Grace Period, even if the contact data the registrar has for the registrant is no longer accurate.
- During the Redemption Grace Period, the original registrant will be able to redeem its registrations through the registrar. Registrars may redeem the .name Registered Name in the registry for the original registrant by paying a Restore fees to the registry operator. Any party requesting redemption is required to prove its identity as the original registrant of the .name Registered Name.
- When a Registered Name is restored under RGP this action will not extend the Registered Name's expiration date.
Registry Operator shall comply with RFC 3915 and its successors in order to offer RGP and the Restore service for .name.

Consultation

Please describe with specificity your consultations with the community, experts and or others. What were the quantity, nature and content of the consultations?:

a. If the registry is a sponsored TLD, what were the nature and content of these consultations with the sponsored TLD community?:

Not Applicable

b. Were consultations with gTLD registrars or the registrar constituency appropriate? Which registrars were consulted? What were the nature and content of the consultation?:

The RGP and Restore service were the result of extensive community discussions and comment during the early 2000's which led to the ICANN Board adopting a resolution in June 2002 calling for ICANN Staff to enter into negotiations with unsponsored gTLD registries to implement RGP. Verisign had consultations with ICANN in the early 2000's, e.g.: http://www.icann.org/en/correspondence/touton-letter-to-gomes-15jan03.htm, which led to an agreement to introduce RGP and the Restore service for the .com and .net TLDs in 2003: http://www.icann.org/en/minutes/report-vgrs-rgp-consolidate-23feb03.htm.
Since then, Verisign has had extensive use of the RGP and the Restore service in the .com and .net TLDs with favorable results from registrars.
Given this history and subsequent adoption of the RGP and Restore service by other gTLD registries as well as similar services by many ccTLD registries, Verisign has not had specific consultations with registrars or registrants about the implementation of the RGP and Restore Service with registrars or registrants other than the ALAC.
We consulted with the ALAC liaison to the GNSO Council to get an opinion of how the ALAC might view this registry service. Feedback he received from a few ALAC members tended to be positive.

c. Were consultations with other constituency groups appropriate? Which groups were consulted? What were the nature and content of these consultations?:

No consultations with other constituency groups were made.
d. Were consultations with end users appropriate? Which groups were consulted? What were the nature and content of these consultations?:

RGP for .com and .net was approved in 2003, and ICANN approved RGP for other registries as well. Verisign is not aware of any concerns raised by end users.

e. Who would endorse the introduction of this service? What were the nature and content of these consultations?:

Following a rising tide of problems and complaints relating to deletion of domain-name registrations, we believe registrants would endorse the introduction of RGP.

f. Who would object the introduction of this service? What were(or would be) the nature and content of these consultations?:

To our knowledge, no one has raised objections to the introduction of RGP for other gTLDs. Verisign does not anticipate any objections, especially considering there have been no negative comments from the community regarding RGP offered for other gTLDs and considering that at least one ccTLD is currently considering offering a similar service (i.e., .uk). Further, in the case of the RGP service for the .com and .net TLDs, Verisign is not aware of any objections or negative comments having been received by the registrants impacted by the RGP service to date except for possible improvements that were recommended in the Post Expiration Domain Name Registration (PEDNR) PDP.

Timeline

Please describe the timeline for implementation of the proposed new registry service:

Verisign intends to implement the RGP functionality and Restore service in the .name TLD by Q2 2013.

Business Description

Describe how the Proposed Service will be offered:

Verisign will offer RGP and the related Restore service to all ICANN-accredited registrars in the .name top-level domain. RGP and the related Restore service for .name will be applied to the .name Registered Names, which are: Second-Level Domains, Third Level Domains, and Email Forwarding.
The Redemption Grace Period (RGP) for .name will do the following:

- The RGP is a 30-day registry "hold" period for all .name Registered Names deleted by registrars. This hold period will be designed to allow registrars the ability to "restore" .name Registered Names that were deleted accidentally or without the intent of the registrant.

- During this 30-day period, the deleted .name Registered Name will be placed on REGISTRY-HOLD, which will cause the name to be removed from the zone. The .name Registered Name, therefore, will not function/resolve. This feature is intended to ensure notice to the registrant that the .name Registered Name is subject to deletion at the end of the Redemption Grace Period, even if the contact data the registrar has for the registrant is no longer accurate.

- During the Redemption Grace Period, the original registrant may redeem its registration through the registrar. The Registrar may redeem the .name Registered Name in the registry for the original registrant by paying renewal fees, plus a service charge, to the registry operator. Any party requesting redemption is required to prove its identity as the existing registrant of the .name Registered Name.

- The RAA will be updated to state that the registrar must have both at the time of registration and in a clear place on its website, any fee charged for the recovery of a .name Registered Name during the RGP.

- It will not be possible to transfer a domain name in RGP to another registrar; the .name Registered Name will only be recovered by the existing registrar.

- When a Registered Name is restored under RGP this action will not extend the Registered Name's expiration date.

Pending Delete

- A .name Registered Name will be placed in PENDINGDELETE status if it has not been restored during the RGP. A .name Registered Name cannot be recovered or transferred by anyone at this point. A .name Registered Name is deleted from the registry database a specified number of calendar days after it is placed in PENDINGDELETE status. The current length of this Pending Delete Period is five (5) calendar days. Once the .name Registered Name has been deleted from the registry database, it becomes available for registration by a new registrant.

Fees

Restore or Update Fee: Registrar would pay US $40.00 per use of the EPP Update command for a .name Registered Name.

Describe quality assurance plan or testing of Proposed Service:

Verisign will conduct internal testing of the .name registry system to ensure that billing and registration functions are not negatively impacted prior to making this service available to all registrars in the live environment.
An Operational Test Environment (OTE) for registrars to test their systems’ RGP functionality will be made available to .name registrars prior to deployment into the production environment.

Please list any relevant RFCs or White Papers on the proposed service and explain how those papers are relevant:

The following RFC was referenced and is being leveraged to support Verisign's implementation of RGP in the .name space.


Contractual Provisions

List the relevant contractual provisions impacted by the Proposed Service:

.NAME Agreement Appendix 4: Registry Operator’s Monthly Reports: Section A (6); NAME Agreement Appendix 7: Functional and Performance Specifications: Sections 5.3, 5.4, 5.5.2(a), 5.5.3(a), 5.5.4(a), 5.7, 5.9.2; and RRA, Exhibit A, Registration Fees (4).

What effect, if any, will the Proposed Service have on the reporting of data to ICANN:

RGP data will be reported in Table 8 of the monthly ICANN report, per the terms in NAME Agreement Appendix 4: Registry Operator’s Monthly Reports: Section B, columns 34 and 35; and Section C, columns 34 and 35.

What effect, if any, will the Proposed Service have on the Whois?:

None.

Contract Amendments

Please describe or provide the necessary contractual amendments for the proposed service:

The following sentence in Appendix 4: Registry Operator’s Monthly Report: Section A (6) would be amended to read as follows to include the word “restores” at the end:
Total Number of Transactions by Subcategory by Month. State the total number of transactions during the reporting month, in the following subcategories: adds, deletes, modifies, checks, renews, transfers.

The following sentence in Appendix 7, Section 5.3 would be amended to read as follows to include the phrase "and Redemption Grace Period" at the end:

There are five grace periods provided by Registry Operator's Shared Registration System: Add Grace Period, Renew/Extend Grace Period, Auto-Renew Grace Period, Transfer Grace Period, and Redemption Grace Period.

Appendix 7, Section 5.4 would be amended to read as follows:

A Pending Period refers to a specified number of calendar days following a Registry operation in which final Registry action is deferred before the operation may be completed. Relevant Registry operations in this context are:
  o Transfer of an existing Registered Name
  o Deletion of an existing Registered Name.

A Pending Period refers to a specified number of calendar days following a Registry operation in which final Registry action is deferred before the operation may be completed. Relevant Registry operations in this context are:
  o Transfer of an existing Registered Name
  o Deletion of an existing Registered Name.
  o Restore of a Registered Name in the Redemption Grace Period
Delete. If a Registered Name is deleted within the Renew/Extend Grace Period, the sponsoring Registrar at the time of the deletion receives a credit of the renew/extend fee. The Registered Name is deleted from the Registry database and is immediately available for registration by any Registrar. See Section 5.6 for a description of overlapping grace period exceptions.

[new text]
Delete. If a Registered Name is deleted within the Renew/Extend Grace Period, the sponsoring Registrar at the time of the deletion receives a credit of the renew/extend fee. The Registered Name immediately goes into the Redemption Grace Period. See Section 5.8 for a description of overlapping grace period exceptions.

Appendix 7, Section 5.5.3(a) would be amended to read as follows:

[old text]
Delete. If a Registered Name is deleted within the Auto-Renew Grace Period, the sponsoring Registrar at the time of the deletion receives a credit of the Auto-Renew fee. The Registered Name is deleted from the Registry database and is immediately available for registration by any Registrar. See Section 5.6 for a description of overlapping grace period exceptions.

[new text]
Delete. If a Registered Name is deleted within the Auto-Renew Grace Period, the sponsoring Registrar at the time of the deletion receives a credit of the Auto-Renew fee. The Registered Name immediately goes into the Redemption Grace Period. See Section 5.8 for a description of overlapping grace period exceptions.

Appendix 7, Section 5.5.4(a) would be amended to read as follows:

[old text]
Delete. If a Registered Name is deleted within the Transfer Grace Period, the sponsoring Registrar at the time of the deletion receives a credit of the transfer fee. The Registered Name is deleted from the Registry database and is immediately available for registration by any Registrar. See Section 5.6 for a description of overlapping grace period exceptions.

[new text]
Delete. If a Registered Name is deleted within the Transfer Grace Period, the sponsoring Registrar at the time of the deletion receives a credit of the transfer fee. The Registered Name immediately goes into the Redemption Grace Period. See Section 5.8 for a description of overlapping grace period exceptions.

Appendix 7 would be amended to add a new Section 5.7 “Redemption Grace Period” which would read as follows:
5.7 Redemption Grace Period

A Registered Name is placed in REDEMPTIONPERIOD status when a registrar requests the deletion of a Registered Name that is not within the Add Grace Period. A Registered Name that is in REDEMPTIONPERIOD status will not be included in the zone file. A registrar cannot modify or purge a Registered Name in REDEMPTIONPERIOD status. The only action a registrar can take on a Registered Name in REDEMPTIONPERIOD is to request that it be restored. Any other registrar requests to modify or otherwise update the Registered Name will be rejected. Unless restored, the Registered Name will be held in REDEMPTIONPERIOD status for a specified number of calendar days. The current length of this Redemption Period is 30 calendar days.

Appendix 7, Section 5.7.2 would be amended to read as follows:

[old text]
A domain name is placed in PENDING DELETE status if it is deleted outside any applicable grace periods. A Registered Name that is in PENDING DELETE status will not be included in the zone file. All registrar requests to modify or otherwise update a Registered Name in PENDING DELETE status will be rejected. A Registered Name is purged from the registry database a specified number of calendar days after it is placed in PENDING DELETE status. The current length of this Pending Delete Period is five (5) calendar days.

[new text]
A Registered Name is placed in PENDING DELETE status if it has not been restored during the Redemption Grace Period. A Registered Name that is in PENDING DELETE status will not be included in the zone file. All registrar requests to modify or otherwise update a Registered Name in PENDING DELETE status will be rejected. A Registered Name is purged from the registry database a specified number of calendar days after it is placed in PENDING DELETE status. The current length of this Pending Delete Period is five (5) calendar days.

The .name RRA, Exhibit A, Registration Fees, would have added to it a new paragraph as follows:

[new text]
4. Restore or Update
Registrar agrees to pay US $40.00 per use of the EPP Update command for a domain name, or such other amount as may be established in accordance with Section 5.1(b) above.

Benefits of Service

Describe the benefits of the Proposed Service:
Correcting the problems outlined above via RGP would promote reliability and confidence in the domain-name-registration system, and would benefit both registrants and providers of domain-name registration services.

Competition

Do you believe your proposed new Registry Service would have any positive or negative effects on competition? If so, please explain:

RGP would have no negative effects on competition.

How would you define the markets in which your proposed Registry Service would compete:

The market for this service is the registrar community and their customers.

What companies/entities provide services or products that are similar in substance or effect to your proposed Registry Service:

Verisign, as the registry operator for the .name domain space, is the only operator capable of implementing RGP functionality for the .name Registered Names.

Verisign already provides RGP for the .com and .net registries, as do most of the other existing gTLDs, and ICANN is requiring RGP to be supported by the new gTLD registries.

In view of your status as a registry operator, would the introduction of your proposed Registry Service potentially impair the ability of other companies/entities that provide similar products or services to compete:

No. Most of the existing TLD registries currently offer RGP, and other TLD registry operators, if any, that do not may choose to offer RGP.

Do you propose to work with a vendor or contractor to provide the proposed Registry Service? If so, what is the name of the vendor/contractor, and describe the nature of the services the vendor/contractor would provide:

No.
Have you communicated with any of the entities whose products or services might be affected by the introduction of your proposed Registry Service? If so, please describe the communications:

Not applicable.

Do you have any documents that address the possible effects on competition of your proposed Registry Service? If so, please submit them with your application. (ICANN will keep the documents confidential):

Verisign has no documents to submit.

**Security and Stability**

Does the proposed service alter the storage and input of Registry Data?:

No. The proposed service will not alter the storage and input of Registry Data.

Please explain how the proposed service will affect the throughput, response time, consistency or coherence of responses to Internet servers or end systems:

RGP will have no impact on throughput, response time, consistency or coherence of the responses to Internet servers or end systems.

Have technical concerns been raised about the proposed service, and if so, how do you intend to address those concerns?:

No technical concerns have been raised. Verisign's current registrars that offer .com and .net domains have been adhering to the RGP policy and using its functionality and Restore services since as early as 2003 and are the same registrars that offer .name and thus are not expected to experience any difficulties using RGP for .name Registered Names.

**Other Issues**

Are there any Intellectual Property considerations raised by the Proposed Service:

Verisign is not aware of any intellectual property considerations.
Does the proposed service contain intellectual property exclusive to your gTLD registry?:

(1) Trademark or similar rights may exist or arise with respect to trade names or terminology used in connection with the proposed service. (2) Copyright protection may exist or arise in connection with code written or materials created in connection with the proposed service. (3) Certain information or processes related to the service may be confidential to Verisign and/or subject to trade secret protection. (4) Verisign is not aware of the issuance of any patents by any party with respect to the service.

List Disclaimers provided to potential customers regarding the Proposed Service:

Verisign intends to include industry standard disclaimers, such as a disclaimer of all warranties, in the service agreement.

Any other relevant information to include with this request:

None.