

## Registrar Accreditation Agreement

This **REGISTRAR ACCREDITATION AGREEMENT** ("Agreement") is by and between the **Kenya Network Information Centre (KENIC)** and \_\_\_\_\_, a \_\_\_\_\_ ("Registrar"), and shall be deemed made on \_\_\_\_\_

DEFINITIONS. For purposes of this Agreement, the following definitions shall apply:

1.1 "**Accredit**" means to identify and set minimum standards for the performance of registration functions, to recognize persons or entities meeting those standards, and to enter into an accreditation agreement that sets forth the rules and procedures applicable to the provision of Registrar Services.

1.2 "**DNS**" refers to the Internet domain-name system.

1.3 The "Effective Date" is \_\_\_\_\_

1.4 The "Expiration Date" is \_\_\_\_\_

1.5 "**KENIC**" refers to Kenya Network Information Centre, a party to this Agreement.

1.6 "**Personal Data**" refers to data about any identified or identifiable natural person.

1.7 "**Registered Domain Name**" refers to a domain name within the domain of the .KE ccTLD, whether consisting of two or more (e.g. jambo.bwana.co.ke) levels. A name in a Registry Database may be a Registered Domain Name even though it does not appear in a zone file (e.g. a registered but inactive name).

1.8 "**Registrant**" means the holder of a Registered Domain Name.

1.9 The word "**Registrar**," when appearing with an initial capital letter, refers to [Registrar Name], a party to this Agreement.

1.10 The word "**registrar**," when appearing without an initial capital letter, refers to a person or entity that contracts with Registrants and with KENIC and collects registration data about the Registrants and submits registration information for entry in the Registry Database.

1.11 "**Registrar Services**" means services provided by a registrar in connection with the ccTLD as to which it has an agreement with KENIC the .KE Registry Operator, and includes contracting with Registrants, collecting registration data about the Registrants, and submitting registration information for entry in the Registry Database.

1.12 "**Registry Data**" means all Registry Database data maintained in electronic form, and shall include ccTLD Zone-File Data, all data used to provide Registry Services and submitted by registrars in electronic form, and all other data used to provide Registry Services concerning particular domain name registrations or name servers maintained in electronic form in a Registry Database.

1.13 "**Registry Database**" means a database comprised of data about one or more DNS domain names within the domain of a registry that is used to generate either DNS resource records that are published authoritatively or responses to domain-name availability lookup requests or Whois queries, for some or all of those names.

1.14 A "**Registry Operator**" is the person or entity then responsible, in accordance with an agreement between ICANN (or its assignee) and that person or entity (those persons or entities) or, if that agreement is terminated or expires, in accordance with an agreement between the US Government and that person or entity (those persons or entities), for providing Registry Services for a specific ccTLD.

1.15 "**Registry Services**," with respect to a particular ccTLD, shall have the meaning defined in the agreement between ICANN and the Registry manager for that ccTLD.

1.16 A Registered Domain Name is "**sponsored**" by the registrar that placed the record associated with that registration into the registry. Sponsorship of a registration may be changed at the express direction of the Registrant or, in the event a registrar loses accreditation.

1.17 "**Term of this Agreement**" begins on the Effective Date and continues to the earlier of (a) the Expiration Date, or (b) termination of this Agreement.

1.18 "**ccTLD**" is the Country Code top-level domain of the DNS.

1.19 "**ccTLD Zone-File Data**" means all data contained in a DNS zone file for the registry, or for any sub-domain for which Registry Services are provided and that

contains Registered Domain Names, as provided to name servers on the Internet.

## **KENIC OBLIGATIONS:**

2.1 Accreditation. During the Term of this Agreement, Registrar is hereby accredited by KENIC to act as a registrar (including to insert and renew registration of Registered Domain Names in the Registry Database) for the .KE ccTLD.

2.2 Registrar Use of KENIC name and Website. KENIC hereby grants to Registrar a non-exclusive license during the Term of this Agreement (a) to state that it is accredited by KENIC as a registrar for the .KE ccTLD and (b) to link to pages and documents within the KENIC web site. No other use of KENIC's name or website is licensed hereby. This license may not be assigned or sublicensed by Registrar.

2.3 General Obligations of KENIC. With respect to all matters that impact the rights, obligations, or role of Registrar, KENIC shall during the Term of this Agreement:

2.3.1 exercise its responsibilities in an open and transparent manner;

2.3.2 not unreasonably restrain competition and, to the extent feasible, promote and encourage robust competition;

## **REGISTRAR OBLIGATIONS:**

3.1 Obligations to Provide Registrar Services. During the Term of this Agreement, Registrar agrees that it will operate as a registrar for all .KE ccTLD name registrations for which it is accredited by KENIC in accordance with this agreement.

3.2 Submission of Registrant Data to Registry. During the Term of this Agreement:

3.2.1 As part of its registration of Registered Domain Names in a ccTLD as to which it is accredited, Registrar shall submit to, or shall place in the Registry Database operated by the Registry Operator for the ccTLD the following data elements:

3.2.1.1 The name of the Registered Domain Name being registered;

3.2.1.2 The IP addresses of the primary nameserver and secondary nameserver(s) for the Registered Domain Name;

3.2.1.3 The corresponding names of those nameservers;

3.2.1.4 Unless automatically generated by the registry system, the identity of the Registrar;

3.2.1.5 Unless automatically generated by the registry system, the expiration date of the registration; and

3.2.1.6 Any other data the Registry Operator requires be submitted to it.

3.2.2 Within five (5) business days after receiving any updates from the Registrant to the data elements listed in Subsections 3.2.1.2, 3.1.2.3, and 3.2.1.6 for any Registered Domain Name Registrar sponsors, Registrar shall submit the updated data elements to, or shall place those elements in the Registry Database maintained by the Registry Operator.

3.3 Registrar shall register Registered Domain Names to Registrants only for fixed periods. At the conclusion of the registration period, failure by or on behalf of the Registrant to pay a renewal fee within the time specified in a second notice or reminder shall, in the absence of extenuating circumstances, result in cancellation of the registration.

3.4 The Registrant shall indemnify and hold harmless the KENIC and its directors, officers, employees, and agents from and against any and all claims, damages, liabilities, costs, and expenses (including reasonable legal fees and expenses) arising out of or related to the Registrant's domain name registration.

3.5 Nothing in this Agreement prescribes or limits the amount Registrar may charge Registrants for Registered Domain Names. However the level of fees applied to Registrants by Registrars should uphold the General Obligations stipulated in this agreement.

3.6 Not unreasonably restrain competition and, to the extent feasible, promote and encourage robust competition;

3.7 Registrar Membership Fees. Accreditation and or membership fees are applicable to Registrars on an annual basis.

(i) Local Registrars will attract an annual membership fee of Kshs 5,000

(ii) Foreign Registrars will attract an annual membership fee of USD

100

3.7.1 The following documents will be accepted as proof for evaluation and consideration as a Local Registrar.

- (i) Registration certificate from Registrar of Companies of Kenya,
- (ii) Organization or Entities Personal Identification Number (PIN),
- (iii) Local physical address and contact person.

3.7.2 The level of fees shall be decided upon by the KENIC board and shall be made public through the KENIC website.

3.7.3 The level of fees shall be reviewed annually and adjusted in accordance with the prevailing social economic conditions.

3.8 Registrars that have signed an Accredited Registrar Agreement shall be entitled to bulk discounts as published by the registry. Discounts will not be applicable to non-registered Registrars.

3.9. Registrar Training. Registrars are required to have a minimum of 2 KENIC trained and certified personnel on the Registry's use and operations.

3.9.1 Accredited Registrars are required to attain the required number of certified staff members within three (3) months of accreditation and maintain the same during the term of this agreement. Failure shall result in cancellation of the Registrar status until the requirement is met.

3.9.2 KENIC shall conduct a minimum of 4 (four) certification and accreditation courses in a year.. Registrars will be required to enroll their personnel as deemed necessary.

3.9.3 The certification courses shall be run on a cost recovery basis and participants will be certified.

## **REGISTRANTS RIGHTS.**

4.1 The Registrant entered in the Domain's Registry Database as "Owner" and defined by the database object "Owner ID" has the overall rights on the registered domain name.

4.2 The Registrant is the sole owner of the Domain. In the event of a dispute over Domain name ownership, the Registry shall uphold the rights of the Registrant as the Domain's "Owner" as entered in the Registry Database and not the Registrar represented by "Admin Contact", "Technical Contact" or "Billing Contact" in the Registry Database.

4.3 The Registrant has the right to request for change of Domain Data information without let or hindrance and shall not be subjected to unnecessary delay as a result of;

- (i) Any outstanding fees unrelated to Domain Registration Services owed to the Registrar by the Registrant.
- (ii) Any pending payments from bundled up services provided by the Registrar to the Registrant that include Domain Registration Services.

4.4 The Registrar is required to action the request with 7 working days of receipt of the KENIC notice of the Registrants request.

4.5 If the Registrar provides valid proof of a legally binding contractual agreement in regard to services provided by the Registrar to the Registrant that include Domain Registration Services;

(i) The Registrar may with-hold services on failure by the Registrant to remit payments and/or outstanding fees.

(ii) The Registrar and Registrant shall not involve the Registry in disputes arising over outstanding fees, provision of services or any other matter.

(iii) Dispute resolution will require satisfactory evidence to be filed with the registry, indicating that a resolution has been reached between both parties

(iv) In the absence of a resolution, the Registry shall take action based on a Judicial ruling from the Kenyan court or any other arbitration body.

4.6 In the event the Registrar fails to provide valid proof of legally binding contractual service agreement with the Registrant to terminate or with-hold services related to services provided by the Registrar that include Domain Registration Services within the 7 days and subsequently fails to provide reasons to this failure;

(i) The Registry shall administratively action the Registrants requests without further consultation with the Registrar,

(ii) The Registrar shall be unlisted from the Registry's on-line Registrar list for a minimum period of 4 weeks,

(iii) The withdrawal of the Registrar's bulk registration discounts for a minimum period of 4 weeks.

5.1 Termination of Agreement by Registrar. This Agreement may be terminated before its expiration by Registrar by giving KENIC thirty days written notice.

5.2 Termination of Agreement by KENIC. This Agreement may be terminated before its expiration by KENIC in any of the following circumstances:

5.2.1 There was a material misrepresentation, material inaccuracy, or materially misleading statement in Registrar's application for accreditation or any material accompanying the application.

5.2.2 Is convicted by a court of competent jurisdiction of a felony or other serious offense related to financial activities, or is judged by a court of competent jurisdiction to have committed fraud.

5.2.3 Registrar becomes bankrupt or insolvent.

5.2.4 Registrar fails to cure any breach of this Agreement within fifteen working days after KENIC gives Registrar notice of the breach.

5.3 Jurisdiction: This Agreement shall only apply to co.ke, or.ke and ne.ke domain names.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed in duplicate by their duly authorized representatives.

**KENYA NETWORK INFORMATION CENTRE (KENIC)**

Signature : \_\_\_\_\_

Name:

Title: **ADMINISTRATIVE MANAGER**

**Registrar Name:**

Signature : \_\_\_\_\_

Name:

Title: