

## REGISTRY – REGISTRAR AGREEMENT

Contract signed in: Riga, Latvia

Date: \_\_\_\_\_, 2010

Registry:	Institute of Mathematics and Computer Science, University of Latvia
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Represented by:	Director Rihards Balodis-Boluzs
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*and*

Registrar:
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Represented by:
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(hereinafter – Parties) agree to fulfil the obligations stated in this contract in regard to services provided with the registration of domain names in the top-level domain .lv (hereinafter – Contract).

### TERMINOLOGY USED:

**Administrative contact:** the domain name holder or authorised person who is responsible for performing administrative functions related to the domain name usage.

**Domain name management:** domain name registration and maintenance services provided by the Registrar.

**Billing contact:** the person who provides payment for the right to use the domain name. Within the framework of this Contract, the Billing contact is Registrar.

**Policy:** the policy for acquisition of the right to use domain names under the top-level domain .lv, which covers domain name registration and usage under top-level domain „.lv” and its generic second level domains (sub-domains). Domain name registration policy and procedures under the generic second level domains .mil.lv and .gov.lv are defined by the institutions responsible for administration of these domains, and is not covered by the Policy.

**Registry:** Agency of the University of Latvia Institute of Mathematics and Computer Science of University of Latvia, which has created, maintains and administers publicly available database containing information about the top level domain „.lv” and ensures continuous availability and accessibility of the database to the Internet users.

**Registrar:** a person who has signed the Contract with the Registry, and who provides domain name registration services by registering domain names on behalf of the domain name holder.

**Registrant:** the holder of the domain name, on behalf of whom the Registrar registers the domain name.

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**System:** the NIC On-Line system in which the Registrar can register and manage domain names.

**Technical contact:** the person who has been appointed by the Registrar to perform technical functions related to the domain name usage.

## **1. CONTRACT OBJECTIVE**

1.1. The Registry and Registrar co-operate in order to provide domain name registration services in the top-level domain .lv for Internet users in Latvia and elsewhere.

1.2. The Registry, in accordance with this Contract, supplies the Registrar with specific co-operation guidelines in regard to domain name registration under the top-level domain .lv. These co-operation guidelines apply to:

1.2.1. the review of domain name registration requests (registration) and domain name management;

1.2.2. charges and payments for the right to use the domain name.

1.3. Payment procedures are listed in Appendix No. 1.

## **2. REGISTRY RIGHTS AND OBLIGATIONS**

2.1. The Registry has the right to:

2.1.1. suspend the Contract for a period of time no longer than 10 work days, giving notice to the Registrar, if the Registry has grounds to believe that the Registrar has broken its end of the agreement in regard to Policy or obligations in the Contract;

2.1.2. break the Contract, if the situation mentioned in Article 2.1.1. is not rectified by the Registrar;

2.1.3. change the registration and payment procedures. In this case, the Registry is obliged to give notice to the Registrar no later than 30 days before implementing the changes;

2.1.4. request that changes in the registration data and technical information be made by the Registrar, whom the Registrant has authorised to represent his/her interests;

2.1.5. get in touch with the Registrant without the mediation of the Registrar if:

2.1.5.1. the Registrar is liquidated as an entity and a new one must be appointed,

2.1.5.2. the Registrar has not paid on time for the domain name,

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2.1.5.3. the Registry is unable to get in touch with the Registrar for 3 working days,

2.1.5.4. there is a conflict between the Registrar and the Registrant, which cannot be resolved by the parties involved,

2.1.5.5. it is necessary in the interests of the Registrant.

2.1.6. ask that, within a span of 30 calendar days, the Registrar confirms and provides adequate documentation of its abiding by the Contract.

2.2. The Registry is obliged to:

2.2.1. ensure that domain names entered in the Registrar System be immediately listed in the Registry database, and activated in less than 30 minutes;

2.2.2. provide a space for the handover of domain name supervision and acquisition, in accordance with Article 5;

2.2.3. include information on its website about the Registrar (name, link to home page) in the collective Registrar list;

2.2.4. consider the Registrar's suggestions about registration procedures and improvements of the System, and, when necessary, consult with other Registrars or the Internet users of Latvia;

2.2.5. ensure that domain names under the management of liquidated or insolvent Registrars be assigned to other Registrars no later than one month after liquidation or insolvency.

### **3. REGISTRAR RIGHTS AND OBLIGATIONS**

3.1. The Registrar has the right to:

3.1.1. act on behalf of the Registrant if it is listed in the Registry as the domain name holder's Registrar, if the action that the Registrar takes is allowed, and the Registry has not received information from the Registrant regarding applicable restrictions;

3.1.2. transfer all or part of its managed domain names to another Registrar upon request of the Registrant(s), in accordance with conditions mentioned in Article 5;

3.1.3. take over management of another Registrar's domain names, in accordance with the conditions mentioned in Article 5;

3.1.4. submit suggestions for the improvement of registration procedures and technical solutions to the Registry;

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3.1.5. include a Registry-created logo on its website, which confirms the Registrar's status.

3.2. The Registrar is obligated to:

3.2.1. respect Policy when registering domain names;

3.2.2. ensure that any of its actions is:

3.2.2.1. requested and fulfilled with the authorisation of the Registrant, done with the Registrant's consent and in accordance with the Policy;

3.2.2.2. in accordance with good practice guidelines (Appendix No.2);

3.2.2.3. based on and with the provision of true, precise information.

3.2.3. inform of and ensure the Registrant's agreement to the Policy;

3.2.4. register domain names to the factual holder's name (Registrant). The percent of domain names registered in the Registrar's name must not exceed 5% of the total number of domain names managed by the Registrar;

3.2.5. ensure the upkeep of technical information of domain names on its or a collaborator's DNS servers, as well as payment for the right to use a domain name;

3.2.6. ensure the Registrant's freedom to choose other Registrars or services provided by other service providers. The Registrar is forbidden to demand a fee from the Registrant for breaking the contract, if the Registrant chooses to move to a new Registrar or to register a domain name without intermediation in the Register;

3.2.7. co-operate with other Registrars in the registration of domain names, in accordance with Article 5 in this Contract;

3.2.8. compile current and as factual as possible information about Registrants, in accordance with the Republic of Latvia's Personal Data Protection Law;

3.2.9. process personal data in accordance with Personal Data Protection Law of the Republic of Latvia;

3.2.10. immediately make changes if:

3.2.10.1. they are necessary in accordance with good practice guidelines (Appendix No.2);

3.2.10.2. the Registrant informs the Registrar about changes in contact information;

3.2.10.3. repeating information about the Registrant represented by the Registrar is found in the Registry, which could be merged or amended;

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- 3.2.10.4. the Registry informs the Registrar that such changes must be made.
- 3.2.11. complete the necessary tasks in order to delete in due time from the Registry those domain names whose period of use has not been extended;
- 3.2.12. without delay notify the Registry of any breach of the Policy or disagreements in regard to the right to use a domain name;
- 3.2.13. avoid unnecessarily overloading the System;
- 3.2.14. take into consideration the Registry's copyright of the database and the System, as well as of the Registry's documents and materials (booklets, instruction manuals, advertising materials, etc.).

#### **4. RESPONSIBILITIES OF BOTH PARTIES**

- 4.1. If one of the Parties involves third parties when operating under the Contract, then it is fully responsible for the third parties' non- or inadequate fulfilment of contractual obligations.
- 4.2. If the Registrar does not comply with Article 3.2, and consequently the Registry suffers losses, then the Registrar is responsible to cover the losses.
- 4.3. Both Parties are bound not to divulge information gained about the other during the process of signing the Contract.
- 4.4. The Registrar which registers domain names in its own name attests that, when using its Registrar's status, has not used the Registry to gain the upper hand in domain name registration, and has complied with this Contract, Policy, and the Client On-line system. If it is found that the Registrar has breached these rules, the Registry has the right to annul the registration of domain names by this Registrar.
- 4.5. If the Contract is broken, the Registry is not obliged to sign a new Contract with the party who previously did not comply with the Policy of domain name registration services in the top-level domain .lv.

#### **5. TRANSFER OF DOMAIN NAME MANAGEMENT**

- 5.1. The domain name holder has the right to freely choose a Registrar.
- 5.2. The Registrar, when having received a request from a Registrant regarding domain name transfer from another Registrar, must:
  - 5.2.1. be certain that the person requesting domain name transfer is the domain name holder;
  - 5.2.2. initiate the domain name management transfer procedures;

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- 5.2.3. accept the domain name transfer when the previous Registrar agrees to it.
- 5.3. The Registrar can transfer management of a domain name only when the other Registrar has initiated the domain name management transfer procedures.
- 5.4. When having received a request for a domain name management transfer:
  - 5.4.1. the Registry will, without delay (in the span of two working days), confirm the domain name management transfer;
  - 5.4.2. if the Registrar has justified objections to the domain name management transfer, it has the right to delay the transfer, but must give notice to the Registrar and Registry requesting the domain name management transfer. After familiarising itself with the explanations of both Parties, the Registry will make a decision, about which it will inform both Registrars.
- 5.5. The Registry does not reimburse the fee paid by the Registrar for the remaining period use of the transferred domain name.

## **6. FORCE MAJEURE**

- 6.1. The Parties are not liable for failure to fulfil any of their obligations if it can be proven that obstacles were present which neither could be controlled, nor foreseen at the time of the signing of the Contract. Conditions of this nature include, but are not limited to, cataclysms, floods, earthquakes, fires, military operations, strikes, inner conflicts, catastrophes, epidemics, and governmental or administrative rulings.
- 6.2. In the case of conditions mentioned in Article 6.1, the Party will send a notice to the other Party in the time span of 3 (three) days, and they will come to an agreement in writing regarding the further execution of the terms of the Contract.
- 6.3. If one Party does not inform the other of such conditions in the manner and time span mentioned in Article 6.2, it loses the right to reference these conditions to relieve it of liability, and must cover the losses suffered by the other Party.
- 6.4. The existence of *Force majeure* conditions must be proven by the Party which alleges their existence.

## **7. CONFLICT RESOLUTION**

- 7.1. Any conflicts regarding contractual obligations will be resolved with discussion. If, during the course of discussions, agreement cannot be reached, conflict between the Parties will be resolved in compliance with the Republic of Latvia's legal regulations.
- 7.2. During the process of resolution, both Parties agree not to be of detriment to any legal relationships that are a result of this Contract, nor to the interests of either Party or involved Registrants.

## **8. CONTRACT DURATION**

- 8.1. This Contract is effective from the moment of signing and until the end of the Registry's authorization, or until one of the Parties submits a written statement regarding the termination of contractual obligations, having given notice to the other Party at least 1 (one) month prior, or, if the Contract has been broken in accordance with Article 2.1.2.
- 8.2. This Contract is terminated immediately if the Registry, for whatever reason, discontinues the maintenance of the top-level domain .lv.
- 8.3. This Contract is terminated immediately if the Registrar is, through legal procedures, found to be insolvent or liquidated. If the domain name management transfer to another Registrar or a person who provides domain name registration services has not taken place, the Registry has the right to choose another Registrar to take over domain name management.

## **9. OTHER REGULATIONS**

- 9.1. Conditions not mentioned in the Contract will be resolved in compliance with the Republic of Latvia's legal regulations.
- 9.2. With the signing of this Contract, all previous discussions and suggestions are null, and the relationship of the Parties is regulated only by this Contract and respective normative acts.
- 9.3. Sections and their titles in the Contract only serve to make review more clear, and do not influence the explanations of any points of the Contract.
- 9.4. Both Parties resolve to inform one another of changes in contact information and other details within the span of 2 (two) work days.
- 9.5. All communications between the Parties are sent in accordance with the contact information listed in point 10 of this Contract.
- 9.6. Contract Appendices are integral parts of the Contract.
- 9.7. Two copies of the Contract have been drawn up and signed in English; one goes to each Party.

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**10. PARTY CONTACT INFORMATION**

10.1. Registry: Institute of Mathematics and Computer Science, University of Latvia

Legal address:	<i>Raina bulvaris 29, Riga LV-1459</i>
Registration No.:	<i>90002111761</i>
VAT registration No.:	<i>LV 90002111761</i>
Telephone:	<i>+37167085858</i>
E-mail:	<i>registrars@nic.lv</i>
Contact person:	<i>Vita Beinerte</i>

10.2. Registrar:

Legal address:	
Registration No:	
VAT registration No:	
Telephone:	
E-mail:	
Contact person:	

Attached:

1. Payment guidelines.
2. Registrar's good practice guidelines.
3. Up-to-date version of the Policy for acquisition of the right to use domain names under the top level domain .lv found on the site <http://www.nic.lv>
4. Terms and Conditions of NIC On-line System Use found on the site <http://www.nic.lv>

In the name of the Registry:

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In the name of the Registrar:

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Appendix No. 1

For Contract Nr.

In Riga

Date:

**Payment procedures**

1. The Registry will send an invoice to the Registrar before the fifth working day of every month that entails:
  - the fee for the newly registered domain names in the previous month
  - the fee for renewal of domain names expiring within the billing month.
2. The Registrar is given a certain percentage discount from the fees for the use of domain names listed in the Policy. The registrar is given a discount on fees based on the following discount scale:
  - 2.1. A discount for the increase of the number of domain names in the previous month, which is applied to the fee for the newly registered domain names in the previous month:

Number of domain names	Discount calculation formula, %
$N_{\text{new}} - N_{\text{deleted}} < 100$	$(N_{\text{new}} - N_{\text{deleted}}) * 15 / 100$
$N_{\text{new}} - N_{\text{deleted}} \geq 100$	15

$N_{\text{new}}$  – # of newly registered domain names in the previous month.

$N_{\text{deleted}}$  - # of deleted or transferred domain names.

- 2.2. A discount for the total number of domain names managed by a Registrar, which is applied to the fee for the extension of rights to those domain names expiring within the month that is being billed:

Number of domain names $N_{\text{total}}$	Discount calculation formula, %
100 – 300	$(N_{\text{total}} - 100) * 10 / 200 + 15$
300 – 1000	$(N_{\text{total}} - 300) * 5 / 700 + 25$
1000 – 5000	$(N_{\text{total}} - 1000) * 5 / 4000 + 30$

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> 5000	35
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$N_{\text{total}}$  – the total number of domain names managed by the Registrar at the end of the previous month.

3. Payment is due on the last work day of the month when the bill has been drawn up. Any objections regarding the bill must be submitted in writing no later than 15 days after the date on the bill. The Registrar is responsible for paying the bill in full, with one payment, during the term of payment.
4. If any of the domain names included in the previous month's bill has been deleted from the Register or transferred to different management, the Registry will recalculate the previous month, excluding the deleted domain names from the discounts. If the overpaid sum is greater than the calculated fee for the current month, the fee for the current month is 0, but the remaining overpayment does not transfer to the following months.
5. If the bill is not paid during the term of payment, the Registry has the right to deny the Registrar's access to the Register.
6. If the Registrar does not pay the bill during the term of payment, the Registry has the right to notify the Registrant, including sending a notification by e-mail, that the Registry has not paid for the registered domain name.
7. If the bill is not paid during the term of payment, the Registry will calculate late fees (0.5% of the sum, for every day that the payment is late) until the bill is paid in full. Late fees will be listed in the following month's bill, or will be drawn up as a separate bill.
8. The Registry has the right to demand an advance payment in the amount of the average of three month's payments, having evaluated the previous payments of the Registrar (whether they are made on time, or in full), but must give notice one month prior.
9. Discounts will not be calculated if the Registrar does not comply with the Contract.

In the name of the Registry:

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In the name of the Registrar:

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Appendix No. 2

For Contract No.

In Riga

Date:

**Registrar good practice guidelines**

1. The goal of good practice guidelines is to outline the principles, requirements, and obligations that help raise the standards of the domain name system field, as well as to ensure quality service to clients.
2. The Registrar is obligated, under all circumstances, to maintain an objective, fair, undiscriminating, and honest attitude toward all Registrants.

**Contract and authorisation**

3. The Registrar is obligated to explain to Registrants that, when registering a domain name in the top-level domain .lv, the Registrant authorises The Registrar to enter into a contract on behalf of the Registrant with the top-level domain .lv Registry – NIC (the “Institute of Mathematics and Computer Science, University of Latvia” Network Solutions Department).

As a result, the Registrant (client) enters into two contracts: the service agreement with the Registrar, and the contract for the right to use a domain name with the Registry.

4. As written in the contract between the Registry and the Registrar, the Registrar is responsible for all actions (including those of subcontractors) taken by those selling the Registrar's services.

**Information accessibility**

5. The Registrar is obligated to inform the Registrant of the following:
  - 5.1. the conditions of all applicable contracts, including the contract between the Registrant and the Registry;
  - 5.2. fees applicable to domain name registration, renewal, and maintenance;
  - 5.3. services rendered by the Registrar, as well as procedures, fees, service commencement terms, and other information that is vital to the client;
  - 5.4. any changes in service fees or procedures.
6. As soon as the Registrar receives information regarding changes in the Registrant's data, it must, without delay, renew said information in the Register.

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7. The Registrar is obligated to save and archive all requests made by the Registrant in regard to changes in domain name data (for example, submission originals should be attached to the contract between the Registrar and the Registrant).

**Precise and current data**

*Guidelines created by the Internet Corporation for Assigned Names and Numbers (ICANN) and the World Intellectual Property Organisation (WIPO) for top-level domain register good practice, as well as individual normative acts (for example, the Personal Data Protection Law) instruct that data must be accurate, or, if incomplete or inaccurate, updated, amended, or deleted without delay.*

8. The Registrar is obligated to ensure that the domain name application includes true and accurate information about the domain name holder, as well as their contact information, rather than that of the Registrar or another person.

9. The Registrar is obligated to confirm the identity of the Registrant before executing the order for registration, including making certain that the Registrant's (legal entity) authorised person's power of attorney is valid. The order can only be made by the Registrant's authorised person who has power of attorney.

10. Having noticed incomplete or inaccurate data, the Registrar is obligated to update or amend said data.

11. Having received an order from a Registrant, and confirming their identity, the Registrar must, without delay (as soon as possible, or in the term specified in the contract with said Registrant) execute the requests in regard to the Registrant's existing domain name.

12. Practice shows that some Registrar usually register domain names on their own name, without the agreement of the client. This action breaks contract policy. If the Registrar receives a request to register a domain name in the top-level domain .lv, the client must be listed as the domain name holder. A Registrar may only register the domain name on its own name if a written agreement from the client has been submitted, wherein the client has clearly stated their wish to have the Registrar be listed as the domain name holder. In the event of a disagreement, the Registrar must be able to prove that the client has agreed to such a registration.

**Technical capabilities**

13. The Registrar must be technically competent, being able to successfully operate within the System (create new registrations, domain name data updates, transfer domain name holder rights to another person, configure name server, etc.).

14. The Registrar is obligated to provide all services associated with domain name registration that the Registry has created or offers.

15. The Registrar must ensure all necessary domain name data updating, as well as transfer of domain name holder rights, as requested by the Registrant, and must make all changes without delay.

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16. The Registrar has a duty to co-operate with the Registry in matters of resolving security incident which are associated with actions taken in the top-level domain .lv.

**Unpermitted actions**

17. The Registrar may not register domain names without the request of a Registrant.
18. The Registrar must not allow interest conflict, which applies to the number of domain names (more than 5% of names managed by the Registrar) registered in the name of, for example, business administrative bodies, members, employees, or associated holding companies, utilising the procedures listed in the co-operation agreement.
19. The Registrar must not perform "domain name tasting", i.e. registering a domain name for a short period of time (less than one month) and abandoning it before the bill is drawn up, in order to test the domain name's commercial viability.
20. The Registrar must not overload the Registry's network, causing the Registry to be unable to provide services (for example, denial of service attack), or to introduce any other solution that could jeopardise the operation or stability of the top-level domain .lv. The Registrar will avoid the automated processing or sending of large volumes of requests or data to the Register, except in those cases, when such (reasonable) volumes are necessary in order to register domain names or amend existing data.

In the name of the Registry:

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In the name of the Registrar:

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