

REGISTRY - REGISTRAR AGREEMENT

This Agreement is made on ____/____/____

Between

Rwanda Information Communication Technology Association (Hereinafter called **RICTA**) having its principal place of business at

Address: Kacyiru, Telecom House, 6th Floor;

P.O Box: 5121 Kigali-Rwanda;

Email: infodesk@ricta.org.rw

Company TIN: _____

Herein represented by its Chief Executive Officer, **Mr. Ghislain Nkeramugaba**

And

_____ Hereinafter called the **REGISTRAR** having its principal place of business at:

Address:

P.O Box:

Email:

Company TIN:

Herein represented by its, (position):

Mrs./Mr./Ms.:

Hereinafter referred to collectively as the "Parties" or individually as a "party"

1. SUBJECT OF CONTRACT

1.1 Through this contract the Registrar undertakes to act as a registrar under the below Terms & conditions for the following domain zones: [Tick as appropriate]

- ✓ _____ co.rw zone
- ✓ _____ ac.rw zone
- ✓ _____ org.rw zone
- ✓ _____ net.rw zone
- ✓ _____ coop.rw zone
- ✓ _____ rw zone

1.2 Both parties accept without reservations the terms and conditions of this contract and all its annexes.

1.3 The registrar accepts obligations to take due diligence findings before registering domain names to avoid any infringement of intellectual property rights and domain names cyber- squatting.

1.4 Through this contract RICTA undertakes to enable the Registrar to act as a registrar under RICTA terms and conditions for Registrars.

2. CONTRACT DOCUMENTS AND ANNEXES

2.1 Subject to the order of precedence set forth below, all documents forming part of this agreement (including all annexes) are intended to be correlative, complementary and mutually explanatory. The Contract agreement shall be read as a whole.

- ✓ REGISTRY- REGISTRAR AGREEMENT
- ✓ Annex NO. 1 – TERMS & CONDITIONS FOR REGISTRARS.
- ✓ Annex NO. 2 – DOMAIN NAME POLICY RULES - DISPUTE RESOLUTION PROCEDURES
- ✓ Annex NO. 3 - PRICE LIST

2.2 In case of any discrepancy between the wording of this Agreement and its Annexes the provisions of this agreement shall supersede and the hierarchy in clause 2.1 shall prevail.

- 2.3 Either of the contracting parties may terminate the agreement upon giving three months written notice, starting on the first day of the month following notice delivery to the other contracting party under the following grounds;
- 2.4 RICTA may specifically terminate the agreement if:
- 2.5 The Registrar has repeatedly or in a particularly material manner breached its obligations arising from this agreement and its annexes
- 2.6 The Registrar no longer fulfills their services to the registrant as per the service level agreement entered into between the Registrar and Registrant
- 2.7 The Registrar has made changes in the central registry without notifying the registrant contrary to the Registrants' instructions in violation of the rules.
- 2.8 The Registrar has breached the principles of protecting the Registrants' personal data.
- 2.9 The Registrar may specifically terminate the agreement if RICTA has repeatedly or in a particularly material manner breached its obligations arising from this agreement and its annexes.
- 2.10 In case of contract termination, the contracting parties will not be obliged to return to one another any payments made before the termination. This does not affect the Registrar's entitlement to a refund of any unused portion of its deposit, or the registry's entitlement to a refund for any advance credit issued to the registrar prior to the termination.

3. EFFECTIVENESS OF THE CONTRACT

- 3.1 This contract becomes valid and effective as of the day when it is signed by the contractual parties. In the event that the Contract is not executed by the contracting parties on a single day, it shall come into force and effect as at the day of its execution by the last contracting party.
- 3.2 The contract is concluded for a period of two (2) years renewable upon written consent of both parties.

4. DISPUTE RESOLUTION

Any dispute arising out of or in connection with this contract, including any question regarding its validity or termination shall be referred to or resolved by Arbitration under the Kigali International Arbitration Centre(KIAC) rules in the following manner.

- a. Arbitration will be held in Kigali and in accordance with the rules of KIAC in force at the time of referral of the dispute to arbitration.
- b. The number of arbitrators shall be (3); one (1) to be appointed by each of the parties and the third who shall serve as the chairman shall be nominated by the two appointed arbitrators within fifteen days following their appointment by the parties.
- c. The arbitrators shall settle the dispute submitted for their consideration within 30 days after receipt of the complaint.
- d. The proceedings of arbitration shall be conducted in English.
- e. The seat or legal place of arbitration shall be Kigali, Rwanda.
The award of the arbitration shall be final and binding on both parties

5. FEES

Depending on the services required, the price applicable should be the prevailing price.

6. FINAL PROVISIONS

- 6.1** The Registrar shall not assign in whole or in part their obligations under this agreement, except with prior written consent of RICTA.
- 6.2** No relaxation or indulgence which any party may grant to the other shall constitute a waiver of the rights of the other party. Any such relaxation shall not preclude that party from exercising any rights which may have arisen in the past or which might arise in the future;
- 6.3** RICTA is under obligation to protect all the information on the registry system and to protect the Registrar's personal information and RICTA shall be held liable for losses, any damages, and the reasonable costs of any investigation, or litigation resulting from improper protection of information.
- 6.4** Nothing in this Agreement will be deemed to neither constitute a partnership between the Parties nor constitute either Party as the agent of the other Party for any purpose;
- 6.5** Any amendment of this Agreement or any Service Level Agreement will not be binding on the Parties unless set out in writing, expressed to amend this Agreement, Service Level Agreement, and signed by authorized representatives of each of the Parties;

- 6.6** The Parties choose as their respective *domicilia citandi et executandi* (“domicile”) for all purposes, the addresses as set out in the preamble above. Any notice given pursuant to this Agreement shall be in writing and may be given by delivering the same through postal address, or email confirmed in accordance with generally accepted standard for the medium addressed to the party which may have notified in writing to the other party.
- 6.7** If any term of this Agreement is or becomes illegal, invalid or unenforceable in any jurisdiction, that will not affect:
- 6.7.1** The legality, validity or enforceability in that jurisdiction of any other term of this Agreement; or
 - 6.7.2** The legality, validity or enforceability in other jurisdictions of that or any other provision of this Agreement.

<p>Signed by and on behalf of RICTA</p> <p>[The Registry]</p> <p>Date:</p> <p>Position/Title:</p> <hr/> <p>Signature and Stamp:</p>	<p>Signed by and on behalf of</p> <hr/> <p>[The Registrar]</p> <p>Date:</p> <p>Position/Title:</p> <hr/> <p>Signature and Stamp:</p>
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Annex No 1.

TERMS AND CONDITIONS FOR REGISTRARS

1. Introduction and Background

Rwanda Information Communication and Technology Association (RICTA) is the delegated authority for registering domain names in the .RW domains. The domain name space is served on a first in first out basis. RICTA has a rather liberal policy about domain name. RICTA does its best to ensure that the top-level domain is run for the best interest of the country. RICTA will use the registry – registrar model.

Definitions:

System Instructions: our instructions for Registrars on the proper use of our systems, the way they work, the type, format, quality, layout and structure of data that they accept;

Systems: our automated registry systems for Registrars;

Transaction: any communication between you and us (or the Registrant and us) entered into with the intention of providing information to us and obtaining some sort of response from us

Registrant: The person who is recorded in the registry system as being the one that the registration is 'for' and for these purposes also means applicants who have not yet entered into a contract with us but want to do so.

Your registrant: Means the Registrant that you are an agent for (which can be you).

- 1.1 The domains are registered just under the top level domain code .rw or under the second level domain names such as ac.rw, net.rw, org.rw and co.rw. Requests for domain names to be registered under gov.rw have to be directed to either RDB-IT or Broadband Systems Corporation – BSC LTD.
- 1.2 A restricted domain is one of these: .rw, gov, net, ac, co, gov or any other name related to government or public company use. Contact infodesk@ricta.org.rw if you want to create such a domain. Note however that it will be assigned only if sponsored by an official authority. We also discourage generic names such as bank, nom, art ... or a geographic notion as it misleads people.

- 1.3** An undesirable name is defined as being vulgar, offensive, misleading people or inappropriate. It also includes domains used for fraudulent or criminal activity, and for phishing and spamming, and is used for creating dysfunctions on the internet. It is also applicable for domain registration of well-known brands/trademarks registered by third parties without the consent of the owner of the brands/trademark.
- 1.4** The domain name must have a minimum of three characters. Applications for one or two characters domain may be considered with prior arrangement with infodesk@ricta.org.rw
- 1.5** The registration agreement is on a rental basis. It is rather to be seen as a sub-delegation, and the sub-delegated entity is supposed to manage it in compliance with RICTA Rules and regulations
- 1.6** Re-selling of the domain is a matter that RICTA does not handle. It is an agreement between the Registrant and the Registrar , and we only provide tools for changing registrant, registrar, and administrative, billing, and technical details, name servers details in the WHOIS database.
- 1.7** RICTA will do its best so that domains name services are run in a fair way. RICTA may delete and/or suspend a domain name at anytime should the domain be run in an inappropriate manner or be restricted or undesirable. RICTA shall delete and/or suspend a domain name upon a 2 days prior written notice to Registrar.
- 1.8** The release of the domain will take place as per the domain name life cycle. It is the registrant's responsibility to make sure all payments are done through his/her/its registrar in due time.
- 1.9** RICTA has the right to rectify any information in the WHOIS database that it finds incorrect, irrelevant or misleading. RICTA can also suspend any domain that the registrant does not keep according to our policy, without compensation. The WHOIS database must be kept accurate and your mail server must be configured so that administrative emails are not classified as spam(s).
- 1.10** Some Countries/States do not allow the exclusion or limitation of liability for consequential or incidental damages; if it is the case, you are not allowed to use RICTA services. Should you use our services however without informing us about this, the service will be deemed to have been rendered in our country

and we will have no liability with you, and we will be legally unaware of this unauthorized usage.

2. Recognition and promises as to authority to act.

- 2.1** Under these terms and conditions, we recognize you as being a Registrar and therefore able to act as an agent for your Registrants (which include you). These terms and conditions contain some limits on what you can do for your Registrant.
- 2.2** We shall require Your Registrant to Transact with us only via you, or to attempt to deal with you first, or to receive notices via you.
- 2.3** Despite that, we remain allowed to deal directly with Your Registrant (for Domain name transfer) and we may set out situations where you have no power to act for Your Registrant or where the power you have is limited.
- 2.4** In relation to Your Registrant we will recognize you as having authority to act for that Registrant if (for an existing registration) the registry system records you as being the appointed Registrar;
- 2.5** You promise us that in respect of every Transaction request you make, you have the authority of the Registrant to make that request and (if applicable) enough authority from the registrant to fully commit them to all the terms of the contract or obligations connected with that request; If you break any of the rules and regulations, and we or our staff (including contractor or agents) or directors later suffer loss caused in whole or in part upon our reliance on those promises, you will pay us back for those losses, including any damage to our reputation, and the reasonable costs of any investigation, litigation or settlement. If you are only partly responsible, you will have to pay your fair share.

3. Submitting Transactions

- 3.1** You must comply with the .RW Policy Rules at any particular time (they change over time as our systems develop and you must regularly check on RICTA's website to find out which are the most recent versions and comply with them). It being understood that such policy rules are made an integral part of these terms and conditions.

- 3.2** You should not request a Transaction if you know, or have reason to believe that any of the following apply or probably apply:
- 3.2.1** Some or all of the information provided by or through you to us is false, deceptive, misleading, inaccurate or incomplete;
 - 3.2.2** Some or all of the Registrant identity does not meet the requirements of the registration Instructions
 - 3.2.3** The Registrant you identify to us in the Transaction has not instructed or requested you to act on its behalf or does not exist;
 - 3.2.4** You no longer have authority to transact with us on behalf of the Registrant; or
 - 3.2.5** The service requested is one for which we require Registrants to enter into terms and conditions with us (e.g. the registration or renewal of a domain name) and you have not received positive confirmation that they are aware of, and accept in full the current terms and conditions we offer for that service or Transaction at the date of the request for it.

4. Recording information and data Protection

- 4.1** You will not do anything which could put us in breach of the Rwandan laws and the protection of personal information, or allow us to be put in this position because of your inaction.
- 4.2** We will hold records of your identity, and any contacts relevant to the service being provided. You will ensure that every contact consents to us holding the information and using it as needed (or reasonably helpful) in carrying out this contract. It is your duty to keep us Notified of Your contacts and your current name and contact details at all times.
- 4.3** If you are issued with or have an identifier that is supposed to be secret for use with us or our systems you must keep it secret and safe because we shall be allowed to assume that any action done or requested using that identifier or a product of it was done or requested by you or by someone authorized to act for you and we shall have, and be entitled to enforce, procedures as part of the system instructions for dealing with lost, revoked or compromised identifiers.

5. 'Resellers' and dealing with Your Registrant indirectly

- 5.1** you are not prohibited from dealing with Your registrant indirectly (for example, through 'resellers') but:
- 5.1.1** you may not transfer, subcontract or delegate any of your rights or obligations under this contract;
 - 5.1.2** as between you and us, you are responsible for your registrant and the information, service, marketing and advice they are given, whether or not you actually deal with them directly (in other words, 'the buck stops with you'); and
 - 5.1.3** We are not required to deal with, or give any special status to, any of your resellers.
- 5.2** It is your responsibility to ensure that information given to your resellers which is relevant to the registry system entry filters back to you and that the registry system is updated accordingly. Any obligation in this contract starts to happen when you become aware of a change in your registrant's information or the situation applies where your reseller has become aware of this information.
- 5.3** On request you will confirm to us whether a person or organization is your reseller and provide us with full contact details from them.

6. Acceptable Use and Enforcement

- 6.1** We may require you to confirm to us (and provide reasonable evidence) how, and whether, you comply with the requirements of these terms and conditions and the requirements of our policies within a reasonable timescale set by us.
- 6.2** We aim to provide our services in a neutral and impartial way, and we have obligations to protect the information on the registry system. Accordingly we will have, and update from time to time, an acceptable.RW domain policy which may include rules on restricting your access to our systems if you do not comply with it. The acceptable policy will be written and enforced in line with our acceptable principles.

- 6.3** We may require that you declare in advance of any investigation any connections you have with another registrar or party that has a contract with us and you must do this.

7. Exclusions of liability

- 7.1** Nothing in this contract shall be taken to attempt to exclude or limit liability for death or personal injury caused by negligence, or for fraudulent misrepresentation.
- 7.2** All representations, and all warranties, whether express or implied by statute, law or otherwise, relating to the operation of our systems and the data in them are excluded to the maximum extent permissible by law; and
- 7.3** We will not have any liability whatsoever to you or any End user to whom you relay results as a result of any failures or inaccuracy, delay or error in the operation of our systems or the information from them.
- 7.4** We will not be liable (on any legal basis, including the principles of law called 'tort') for any loss to you arising out of this contract or your use of our systems which could be described as;
- 7.4.1** loss of revenue
 - 7.4.2** loss of profits
 - 7.4.3** loss of goodwill
 - 7.4.4** loss of data
 - 7.4.5** indirect losses, or
 - 7.4.6** Consequential loss suffered by you.

8. Intellectual property and relationship of the parties.

- 8.1** Nothing in this contract or the actions we or you take because it creates any sort of partnership, joint venture or other association between us. Neither party shall have any authority to bind the other in any way.
- 8.2** The Register and Whois and the data contained within them, belong to us and we can change them at any time.
- 8.3** You must not use any of our intellectual property rights or information they protect without our written permission. We do provide various materials

which may help you in marketing or explaining the .RW system, and information about those services on our website.

9. General.

- 9.1 Force Majeure**
if you or we cannot do what we must do for reasons totally out of our control including but not limited to (like wars, terrorism, natural disasters or major accidents) then the person involved is excused from having to do anything that he/she is unable to do until the cause is fixed
- 9.2** Neither party will be liable for any breach of its obligations under this contract to the extent that it is prevented from performing them due to circumstances beyond its reasonable control i.e. an extraordinary event or circumstance beyond the reasonable control of the party, including but not limited to, natural disasters, strikes, war, riots and civil uprising. The Party asserting Force Majeure shall, within seven (07) days following the occurrence of such a circumstance, give written notification to the other Party of the causes of its failure and the steps taken to put an end to the aforementioned circumstance and remedy its consequences. Both Parties shall, after due consultation, take all reasonable steps in order to limit the consequences of the circumstance of Force Majeure. Where a Party is unable to perform its obligations due to an event of Force Majeure and such Force Majeure lasts longer than fifteen (15) days from its occurrence, the other Party has the right to terminate this Agreement.
- 9.3** We may make reasonable changes to the terms and conditions from time to time. We notify you of any such changes at least 30 days before they are due to take effect.
- 9.4** The invoicing is sent via e-mail and a signed hard copy within two days after the email; RICTA sends yearly invoices at the anniversary date of the domain creation. 30days or a month before there will be an automatic reminder email to be sent before the date of expiration of the account. After 3days of the anniversary the domain will automatically be released for new sub-delegation. It is your responsibility to maintain the record accurate and your mail server open so that the e-mailed invoice reaches the right person.
- 9.5** An unpaid domain will be freed and made available for new sub-delegation. Any payment without clear communication will be held in RICTA bank account

and domain will not be created or renewed. RICTA will not try to trace back the payment origin, and without proper identification from the payer, this amount will stay unassigned to any domain.

- 9.6** The services rendered by RICTA include keeping DNS records and WHOIS database management. Future changes of pointers are free of charge. RICTA will do its best effort to keep this pointer, the delegation and the DNS running, but shall by no means bear any responsibility for any disruption of service as it may occur from time to time on the internet or disruption of delegation.
- 9.7** For each DNS server you specify as authoritative, you must have a DNS server up and running which is compliant with current RFCs (1034, 1035, 1122, and 2137) and which is responding to domain name requests for your domain
- 9.8** The registrars ought to clearly publish on their websites their domain name service prices (both for domain name registration with and without additional services such as web hosting, mail hosting, etc)

Annex No 2. DOMAIN NAME POLICY RULES - DISPUTE RESOLUTION PROCEDURES

DOMAIN NAME POLICY RULES

This section describes the Domain name Policy rules governing the .RW domain name.

1. DEFINITION OF TERMS

- 1.1 A **ccTLD registry** is an entity recognized by ICANN or IANA for administering Internet addresses and domain names.
- 1.2 A **domain name** is an Internet name which has been delegated to an individual or an entity.
- 1.3 A **subdomain name** is any sub-tree of .RW namespace which starts at second level. It may be a flat second-level domains or may be extend to higher level. Flat second level means only the namespaces that are under the second level and don't extend the namespace to higher level such that third level namespace.
- 1.4 A **registrar** is an organisation which provides the registration services of domain names within a delegated subdomain.
- 1.5 A **registrant** is an individual or an entity/organisation which has registered a domain name within a subdomain
- 1.6 An **applicant** is an individual or an organisation who or which submits an application requesting to an accredited registrar the registration of domain name.
- 1.7 **Activation of a new domain** is a process that appends the new domain in the .RW zone file or subdomains CO.RW, ORG.RW, AC.RW or AC.RW zone files and makes it available on the internet.
- 1.8 **Complainant** means the party initiating a complaint concerning a domain name registration.
- 1.9 **ICANN** refers to the Internet Corporation for Assigned Names and Numbers.
- 1.10 **Panel** means an administrative panel of three (3) persons appointed by the .RW ccTLD registry to decide a complaint concerning a domain name registration.

- 1.11 Panelist** means an individual appointed by the .RW ccTLD registry to be a member of the Panel.
- 1.12 Policy** means the .RW ccTLD Domain Name policy rules and Dispute Resolution Procedure that is incorporated by reference and made an integral part of the Registration Agreement.
- 1.13 Party** means a Complainant or a Respondent.
- 1.14 RICTA** refers to the Rwanda Information and communication technology association; the .RW ccTLD Registry
- 1.15 Respondent** means the holder of a domain name registration against which a complaint is initiated.
- 1.16 Registry – Registrar Agreement** means the agreement between RICTA and a Registrar.
- 1.17 Registrar – Registrant Agreement** means the agreement between a Registrar and a domain name Registrant

2. OBJECTIVES

The main objective of the .RW domain name policy and dispute resolution procedures is to define legal structure between the .RW ccTLD Registry as the management entity of .RW ccTLD Internet domain name, the domain name holder and the Registrar, by establishing the responsibilities of each party as far as the domain name service is concerned. It provides the procedure for creation, modification and deletion of domain name under the .RW ccTLD.

In brief, the goals of the policy are:

- 2.1** To describe the procedure of interacting with the .RW ccTLD Registry
- 2.2** To state the obligations and the rights of all involved parties in domain name
- 2.3** To clarify what can be done and what cannot be done with .RW ccTLD
- 2.4** To describe the dispute resolution procedure when there is a conflict between two or more individuals or organizations that claims domain name ownership of a particular domain.
- 2.5** To describe in which circumstances a domain name can be suspended or/and suspended

3. POLICY AND RULES

- 3.1** The .RW ccTLD Registry is an open registry that gives .RW domain name registration service and it expects to give its service to any organization or individual who is willing to register a domain under .RW ccTLD zone. Citizens or/and non-citizens can request for a domain name in .RW ccTLD name space.
- 3.2** The .RW ccTLD registry has divided the .RW ccTLD namespace into different categories that reflect major activities carried out in Rwanda. The registry is ready to create new categories as long as there is enough demand. The current domain name registration service is done under the following classification.

Option	Organisation type
co.rw	Subdomain for commercial entities
ac.rw	Subdomain for educational institutions
org.rw	Subdomain for miscellaneous organizations
gov.rw	Subdomain for governmental institutions
net.rw	Subdomain for network infrastructure and providers
Coop.rw	Subdomain for cooperatives as per RCA regulations

- 3.3** The domain name is used for any activities that are allowed by Rwandan laws, any case of infringement of such laws will lead to automatic suspension and deletion of the domain name at the discretion of the .RW ccTLD registry
- 3.4** The .RW domain name registration service and any daily operational activities of the .RW registry are performed in the registry offices based in Kigali, Gasabo District, Kacyiru, at Telecom House 5th Floor.
- 3.5** RICTA through its management body is the trustee entity for managing .RW domain namespace. No one owns the subdomain of .RW. Every applicant would be delegated a subdomain of .RW if it is not yet used by another. There is no notion of domain name property.
- 3.6** Any applicant who has been delegated a subdomain of the .RW domain should guarantee that his/her nameservers were set up according to the RFCs (1034, 1035, 1122, 2137) that concern with DNS system. The set up should not compromise the integrity of the .RW ccTLD registry or any other internet registry.

- 3.7** The .RW ccTLD Registry plays a fair game when it comes to domain name applications treatment. The domain names are registered under First in First out rule. The applications are considered in the order they were submitted
- 3.8** A domain name is not private property but it is considered to be under delegation to an individual or an organization who/which has the responsibility to administer it according the RFCs concerning DNS system.
- 3.9** A domain holder should inform the .RW ccTLD Registry about the modification of the name servers that must be configured in the .RW ccTLD zone files. Any other information change like administrative or technical contact should also be reported to the .RW ccTLD Registry for updating of database through the Registrar.
- 3.10** Any Applicant for .RW domain name registration service must agree to provide current, complete and accurate information. The applicant provides this information by filling the online application form.
- 3.11** The registration information requested to the applicant shall contain:

DOMAIN NAME DETAILS	
1	Domain Name:
2	Registrar:
REGISTRANT CONTACT DETAILS	
3	Name:
4	Organization:
5	Street:
6	City:
7	State/Province:
8	P.O Box:
9	Country:
10	Phone:
11	Email:
12	Fax:
ADMIN. CONTACT DETAILS	
13	Name:
14	Organization:
15	Street:
16	City:
17	State/Province:

18	P.O Box:
19	Country:
20	Phone:
21	Email:
22	Fax:
BILLING CONTACT DETAILS	
23	Name:
24	Organization:
25	Street:
26	City:
27	State/Province:
28	P.O Box:
29	Country:
30	Phone:
31	Email:
32	Fax:
TECH CONTACT DETAILS	
33	Name:
34	Organization:
35	Street:

36	City:
37	State/Province:
38	P.O Box:
39	Country:
40	Phone:
41	Email:
42	Fax:
	NAME SERVERS
43	NS1 Name:
44	NS1 IP address:
45	NS2 Name:
46	NS2 IP address:
47	NS3 Name:
47	NS3 IP address:
48	NS4 Name:
49	NS4 IP address:

- 3.12** The domain name holder recognizes that the information he/she or his/her employee on their behalf provides to the registry during the registration process of the domain name is to the best of his knowledge. Any change of the information shall be communicated to the registry through the registrar as soon as possible using the available means of communication between domain name holder and the registrar
- 3.13** The personal information that the .RW ccTLD Registry collects from the applicant is strictly used for communication between the Registry and the applicant.
- 3.14** The registrant must guarantee that the electronic mail system is properly set up so that the electronic mails that registry may send are properly received and NOT considered as spam.
- 3.15** The .RW ccTLD Registry reserves the right to disclosure the domain name holder information through an online interactive database (WHOIS database).
- 3.16** The .RW ccTLD Registry reserves the right to modify the information that is stored in its database if it finds that the information is not correct, misleading or does not have any importance.
- 3.17** Once a domain name termination request has been filed by the domain name holder and received by the .RW ccTLD registry through the registrar's account, the registrant loses the delegation right on that specific domain name and the registry has the right to delegate it to any other interested individual or entity within 14 working days.
- 3.18** The .RW ccTLD registry may suspend or terminate your domain name registration service in the event any misleading or false information.
- 3.19** Once a dispute or complaint is filed at the .RW ccTLD Registry, the .RW ccTLD registry shall start the dispute resolution process.
- 3.20** The registry may terminate the domain name registration service to the holder who has lost the delegation right on the domain through dispute resolution process.
- 3.21** The .RW ccTLD Registry will ensure that DNS servers are up and running 24hours a day and seven days a week but if the DNS servers become unavailable for any reason, the .RW ccTLD Registry will not be held liable for any loss encountered by the domain name holder.

DISPUTE RESOLUTION PROCEDURES

This section describes the Dispute Resolution Procedures governing the .RW domain. In this section the reader should find;

1. Purpose

Any .RW domain name dispute administered by RICTA shall be governed by these rules and such supplemental rules as are from time to time amended by RICTA Board of Directors

Dispute resolution procedure (DRP) defines the process that a domain name holder will follow when he/she or an entity has a complaint against another individual or entity. It also defines who has the right to play the role of referee when a complaint has been filed to the registry.

The management committee of the registry will appoint professional persons that will be comprised of a three persons' panel to whom the complaint(s) should be addressed to, for review of the case and providing a ruling

2. The responsibilities of the Registry

- ✓ .RW ccTLD Registry has responsibility to guarantee the registration of .RW domain names without duplication;
- ✓ The general principal for domain name registration service is done according the way the application was received. If the registry receives two or more different application forms for the same domain name under .RW domain name space, the registry validate the demands according to the order they have been received;
- ✓ The .RW ccTLD management will declare the complaint is valid and receivable if it has realized that its policy and rules have been violated;
- ✓ The panel will not publish the identities of the parties in conflict;
- ✓ The parties in conflict will be informed regularly on the progress of their case until it is closed;
- ✓ The panel encourages the complainant to send all possible evidences that may help in the investigation;
- ✓ The decision of the panel should be implemented within 10 days;
- ✓ If one of the parties involved in dispute does not agree with the decision of the panel, then he/she has the right to appeal to the Kigali International Arbitration Centre or the applicable Rwandan Courts;
- ✓ An appeal notice should be sent to RICTA;

3. What entity can file a Dispute complaint

Any individual or local/international entity legally registered/incorporated organization or company. She/He/It can be an .RW Domain name owner or not.

4. Grounds for Receipt of a complaint

All domain names complains under .RW ccTLD Domain name space are potentially acceptable provided all the administrative requirements are fulfilled by the plaintiff.

5. In case of a complaint

- 5.1** A complaint is receivable if all parties have failed to solve their disputes. Any complaint which is received without any attempt at finding an amicable settlement will be rejected. In any case, a notification letter should be sent to the complainant.
- 5.2** A copy of the complaint should be sent to the other parties involved in the dispute.
- 5.3** The complaint shall be submitted in hard copy and (except to the extent not possible) in electronic form and shall:
- 5.4** Request that the complaint be submitted for decision in accordance with the Policy and these Rules;
 - 5.4.1** Provide the name, postal and e-mail addresses, and the telephone and fax numbers of the Complainant and of any representative authorized to act for the Complainant in the administrative proceeding;
 - 5.4.2** Specify a preferred method for communications directed to the Complainant in the administrative proceeding (including person to be contacted, medium, and address information) for each of (A)electronic-only material and (B) material including hard copy;
 - 5.4.3** Provide the name of the Respondent (domain-name holder) and all information (including any postal and e-mail addresses and telephone and telefax numbers) known to Complainant regarding how to contact Respondent or any representative of Respondent, including contact information based on pre-complaint dealings;
 - 5.4.4** Specify the domain name(s) that is/are the subject of the complaint;

- 5.4.5 Identify the Registrar(s) with whom the domain name(s) is/are registered at the time the complaint is filed;
- 5.4.6 Specify the trademark(s) or service mark(s) on which the complaint is based and, for each mark, describe the goods or services with which the mark is used (Complainant may also separately describe other goods and services with which it intends, at the time the complaint is submitted, to use the mark in the future);
- 5.4.7 In no more than [500] five hundred words per domain name, describe, in accordance with the Policy, the grounds on which the complaint is made including, in particular,
 - 5.4.7.1 the manner in which the domain name is identical or confusingly similar to a trademark or service mark in which the Complainant has rights; and
 - 5.4.7.2 why the Respondent (domain-name holder) should be considered as having no rights or legitimate interests in respect of the domain name(s) that is/are the subject of the complaint; and
 - 5.4.7.3 Why the domain name should be considered as having been registered and being used in bad faith.
- 5.5 Specify, in accordance with the Policy, the remedies sought;
- 5.6 Identify any other legal proceedings that have been commenced or terminated in connection with or relating to the domain name(s) that are the subject of the complaint;
- 5.7 Annex any documentary or other evidence, including a copy of the Policy applicable to the domain name(s) in dispute, any trademark or service mark registration upon which the complaint relies, together with a schedule indexing such evidence.
- 5.8 The complaint may relate to more than one domain name, provided that the domain names are registered by the same domain-name holder.

6. Procedures of Notification of Complaint

- 6.1 RICTA shall review the complaint for compliance with the Policy and these Rules and, if in compliance, shall forward the complaint (together with any explanatory cover sheet prescribed by the RICTA's supplemental rules) to the Respondent;
- 6.2 If RICTA finds the complaint not to be in compliance with the Policy and these Rules, it will promptly notify the Complainant and the Respondent of the facts and reasons for that

finding. The administrative proceeding will be deemed dismissed without prejudice to submission of a different complaint by Complainant, with payment of a new fee;

- 6.3** The date of commencement of the administrative proceeding shall be the date on which the complaint is forwarded by RICTA to the Respondent;
- 6.4** RICTA shall immediately notify the Complainant, the Respondent, and the concerned Registrar, of the date of commencement of the administrative proceeding.

7. The Response

The RICTA management committee will respond to the complaint within a fourteen working days window from the date of the complaint was received. Due to the fact that the complaints differ from one to another, the response time may vary depending on complexity of the complaints. However the committee will try to respond as soon as possible.

The response from the respondent shall be submitted in hard copy and in electronic form and shall:

- 7.1** respond to the statements and allegations contained in the complaint and include any and all bases for the Respondent (domain-name holder) to retain registration and use of the disputed domain name;
- 7.2** Identify any other legal proceedings that have been commenced or terminated in connection with or relating to the domain name(s) that are the subject of the complaint;
- 7.3** State that a copy of the response has been sent or transmitted to the Complainant, in accordance with Paragraph 2(b); and
- 7.4** Annex any documentary or other evidence upon which the Respondent relies, together with a schedule indexing such documents.

At the request of the Respondent, RICTA may, in exceptional cases, extend the period of time for the filing of the response.

If a Respondent does not submit a response, in the absence of exceptional circumstances, the Panel shall decide the dispute based upon the complaint.

8. Language to be used

The complaints are sent in writing either by e-mail, or any other available means of communication. The contact information can be found on the official web site of the .RW ccTLD Registry. The languages that should be used are Kinyarwanda, French and/or English.

9. Termination

- 9.1** If, before the Panel's decision, the Parties agree on a settlement, the Panel shall terminate the administrative proceeding.
- 9.2** If, before the Panel's decision is made, it becomes unnecessary or impossible to continue the administrative proceeding for any reason, the Panel shall terminate the administrative proceeding, unless a Party raises justifiable grounds for objection within a period of time to be determined by the Panel.

10. Court or Arbitral Proceedings

- 10.1** In the event of any legal proceedings initiated prior to or during an administrative proceeding in respect of a domain name dispute that is the subject of the complaint, the Panel shall have the discretion to decide whether to suspend or terminate the administrative proceeding, or to proceed to a decision.
- 10.2** In the event that a Party initiates any legal proceedings during the administrative proceeding in respect of a domain name dispute that is the subject of the complaint, it shall promptly notify the Panel and RICTA.

11. Grounds for Appeal

A complaint or respondent has the right to appeal against the panel's ruling only on grounds that these procedures were not followed. The complaint or respondent has the right to appeal to the Kigali International Arbitration Centre or Courts of Rwanda

12. Fees

- 12.1** The Complainant shall pay to RICTA an initial fixed fee in accordance with RICTA's price list within the time required. The fee amount is 118,000 Rwf (Tax inclusive) per complaint.
- 12.2** No action shall be taken by RICTA on a complaint until it has received from Complainant the initial fee in accordance with Paragraph 12.1.
- 12.3** If RICTA has not received the fee within ten (10) working days of receiving the complaint, the complaint shall be deemed withdrawn and the administrative proceeding terminated.

13. Exclusion of Liability

Neither RICTA nor a Panelist shall be liable to a Party for any act or omission in connection with any administrative proceeding under these Rules.

14. Remedies

RICTA Dispute Resolution Panel sets out the following as the possible panel remedies;

- 14.1 Case uphold:** the complainant request/complaint is approved; necessary changes are to be implemented within three (3) working days, if no appeal is filed by the respondent within 30 calendar days of receipt of the ruling
- 14.2 Case Object;** the complainant complaint has no ground; no change are to be made to the domain name ownership

15. Amendments

The version of these Rules in effect at the time of the filing of the complaint shall apply to the administrative proceeding commenced thereby. These Rules may not be amended without the express written approval of the Board of Directors RICTA.

Annex No 3.

PRICE LIST

PRICE LIST

This document describes the prices applied for any domain name services provided by RICTA. Wholesale prices are the prices applicable for the registrars only.

RICTA payment process cycle is a prepay based model; the registrar pays in advance a fixed amount of money which entitles him/her to a certain number of available services such as domain name registration or domain name renewal services. Here below is the proposed price list.

Payment process cycle

All RICTA processes are designed in such a way to ease the service provided to the client or registrant. Therefore the payment process cycle is quick and accurate in order to process effectively the client/registrar request. Here below is typical payment process for a domain name registration service.

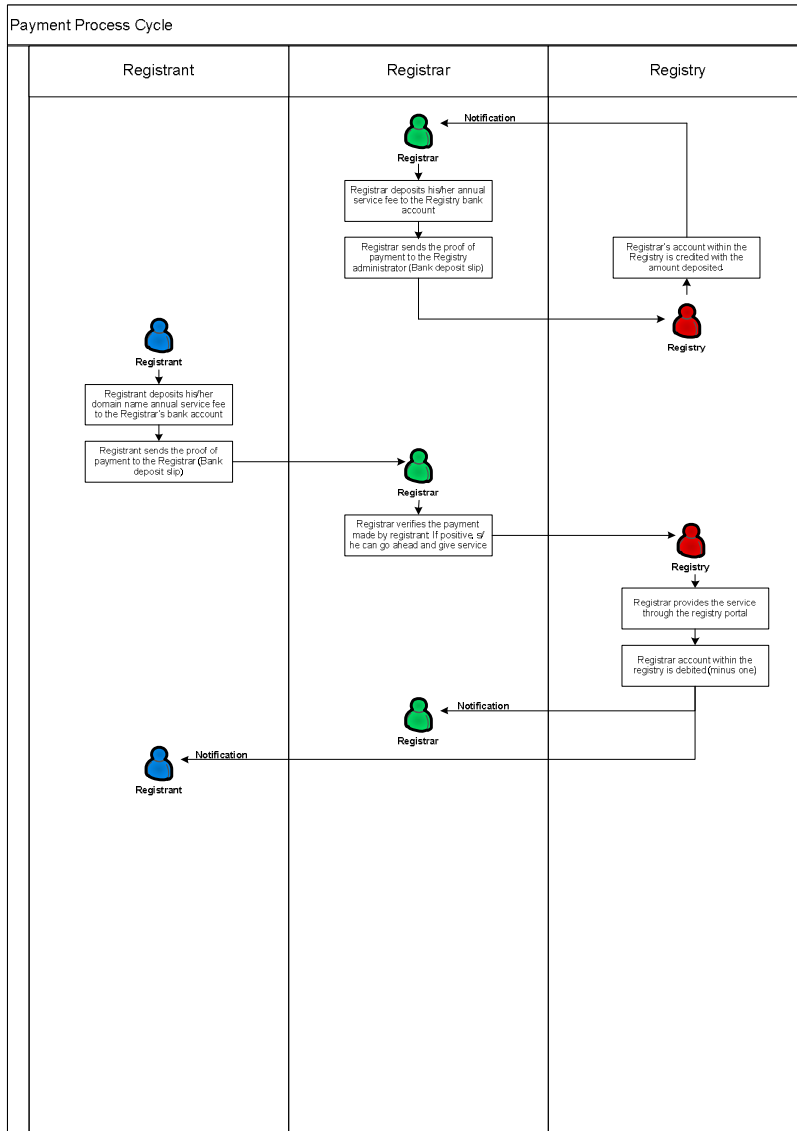


Fig 1: Payment Process Cycle.

RWANDA INFORMATION COMMUNICATION AND TECHNOLOGY ASSOCIATION - RW REGISTRY

Service Pricing

Wholesale Price (Price at which registrars are buying domain name services) - Effective on Jan 21st, 2013

Registration	Citizen & Locally registered org./Biz.		Non-Citizen	
	Pr. (VAT inc.) RWF	Pr. (VAT inc.) USD	Pr. (VAT inc.) EUR	Pr. (VAT inc.) USD
Domain Names				
.rw	30,000	45	200	290
.co.rw	11,260	18	200	290
.org.rw	11,260	18	200	290
.net.rw	11,260	18	200	290
.gov.rw	11,260	18	n/a	n/a
.ac.rw	7,500	12	n/a	n/a
DN Renewal fee				
Domain Names	Pr. (VAT inc.) RWF	Pr. (VAT inc.) USD	Pr. (VAT inc.) EUR	Pr. (VAT inc.) USD
.rw	30,000	45	200	290
.co.rw	11,260	18	200	290
.org.rw	11,260	18	200	290
.net.rw	11,260	18	200	290
.gov.rw	11,260	18	n/a	n/a
.ac.rw	7,500	12	n/a	n/a
DN change of ownership fee				
Domain Names	Pr. (VAT inc.) RWF	Pr. (VAT inc.) USD	Pr. (VAT inc.) EUR	Pr. (VAT inc.) USD
All	15,000	24	100	145
DN change of registrar fee (per domain)				
Domain Names	Pr. (VAT inc.) RWF	Pr. (VAT inc.) USD	Pr. (VAT inc.) EUR	Pr. (VAT inc.) USD
All	2,360	5	20	29
DN NS Change fee (per domain)				
Domain Names	Pr. (VAT inc.) RWF	Pr. (VAT inc.) USD	Pr. (VAT inc.) EUR	Pr. (VAT inc.) USD
All	-	-	-	-
DN Dispute Resolutions services				
Domain Names	Pr. (VAT inc.) RWF	Pr. (VAT inc.) USD	Pr. (VAT inc.) EUR	Pr. (VAT inc.) USD
Any domain	118,000	186	500	726
Service to Registrars				
Services	Pr. (VAT inc.) RWF	Pr. (VAT inc.) USD	Pr. (VAT inc.) EUR	Pr. (VAT inc.) USD
Registrar registration	Free	Free	Free	Free
Advance Payment	283,200	445	1,000	1,452

Legend	
Registration fee	WS fee debited from registrar's account for the registration of a new domain name under .rw or any SLD
DN Renewal fee	WS fee debited from registrar's account for the renewal of an existing domain name. The domain name should NOT be expired at the time of renewal.
DN change of ownership fee	WS fee debited from registrar's account when registrant information are changed from one owner to a new owner.
DN change of registrar fee	WS fee debited from registrar's account when registrant wants to change from one registrar to another registrar. NB: the account debited is the one of the initiating registrar (new proposed registrar)
DN NS Change fee	WS fee debited from registrar's account

	when a NS-NameServer change is requested
DN Dispute Resolution fee	WS fee charged to registrant filing for a dispute over a .RW domain name
Registrar registration fee	The registration/application for registrar's license is free of charge.
Advance Payment	This is the advance payment the registrar pays when his/her application has been approved by RICTA. The advance payment is the registrar's account opening balance

WS	Wholesale
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Date: Tuesday, January 08, 2013

Approved and Signed by:

GHISLAIN NKERAMUGABA
 Ag. CHIEF EXECUTIVE OFFICER
 RWANDA INFORMATION COMMUNICATION AND TECHNOLOGY ASSOCIATION - RICTA



PATRICK KABAGEMA
 BOARD CHAIRMAN
 RWANDA INFORMATION COMMUNICATION AND TECHNOLOGY ASSOCIATION - RICTA

