

RICTA REGISTRY - REGISTRAR AGREEMENT

THIS AGREEMENT (this “Agreement”) is made and entered into as of this.....(“Effective Date”), by and between The RWANDA INTERNET COMMUNITY AND TECHNOLOGY ALLIANCE, RICTA LTD, a not-for profit, private company with its principal place of business at KG544 St, first floor Kubaho Plaza, Kacyiru, Gasabo Kigali, Republic of Rwanda (“RICTA LTD.”), hereafter called the “REGISTRY”, and herein represented by its Chief Executive Officer, Mrs. INGABIRE MWIKARAGO, and..... a company with its principal place of business at..... herein represented by..... hereinafter called the “REGISTRAR”. RICTA LTD and may be referred to as a “Party,” and together, as the “Parties.

1. INTRODUCTION

This Agreement governs the accreditation by the Registry to provide registrar services, the provision of these services by the registrar to registrants and related matters.

1.1 RICTA is a non-profit organisation, body charged with the management and administration of the .RW ccTLD (the Registry);

1.2 RICTA is committed to exercising its responsibilities to the Registrars and the Rwandan Internet community in an open and transparent manner, and to apply standards and policies in a way, which are not arbitrary, unjust or inequitable.

1.3 Through this Agreement the Registrar undertakes to act as a registrar for the following RW domain zones;

- **RW**
- **CO.RW**
- **AC.RW**
- **ORG.RW**
- **NET.RW**
- **COOP.RW**

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

2. DEFINITIONS

In this Agreement the words and expressions contained below will bear the meanings assigned to them;

2.1 “Accreditation” refers to a written confirmation from the Registry certifying that the Registrar has met all the set criteria applicable for the provision of Registrar Services.

2.2 Agreement means the agreement between RICTA and the Registrar recorded in this document.

2.3 “ccTLD” refers to Country Code Top-level Domain.

- 2.4 “Commencement date” refers to the date this Agreement comes to effect.
- 2.5 “Domain Name” refers to the identity of a person / entity in the registry and internet space.
- 2.6 “Membership Fee” refers to the amount paid to the Registry by the Registrar after a successful Accreditation
- 2.7 Registry refers to the entity that manages and administers domain names services for a specific ccTLD.
- 2.8 “Registry database” refers to a database containing the Registry data.
- 2.9 “Registry services” refers to the services provided by the Registry in relation to domain names.
- 2.10 “Registry website” refers to the website published at the URL <https://ricta.org.rw> or such other URL that the Registry may publish.
- 2.11 “Registrar” refers to an entity that contracts with the Registry and has been accredited to register domain names.
- 2.12 “Registrar services” refers to provision of the services as set out in this Agreement.
- 2.13 “Reseller” refers to a person who acts on behalf or appointed by the Registrar to promote, market or provide some or all Registrar services for its own account for the .RW Namespace.
- 2.14 “Registrant” refers to a person or an entity that has been listed in the Registry as the Authoritative Owner of a Registered domain name.
- 2.15 “Registrant data” refers to information submitted by the Registrar to the Registry.
- 2.16 “Registration” refers to the Registrant's right to use a Domain Name for a specified period of time, as indicated in the WHOIS.
- 2.17 “Registration fee” refers to the fee for the initial successful registration of a domain name.
- 2.18 “Renewal fee” refers to the fee for successfully renewing a domain name.
- 2.19 “Transfer” refers to the process of moving a domain from one registrar to another.
- 2.20 “Transaction fee” refers to Registration fee and Renewal fee charged to the requesting accredited registrar on success of the respective domain transaction.
- 2.21 “WHOIS” means the look-up database operated by the Registry providing information on Domain Names.

3. DURATION OF AGREEMENT

3.1 Commencement

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 Termination

This agreement will continue until it is terminated by either party, provided that they give a thirty (30) days written prior notice.

4. REGISTRAR ACCREDITATION

4.1 Requirements for Accreditation

4.1.1 The Registrar must be accredited in order to provide the Registrar services in respect to the RW domain names. The requirements are outlined on the Registry's website.

4.2 Accreditation process

4.2.1 The Registrar must apply for Accreditation as set out on the Registry's website. The application must be submitted to the Registry with the attached mandatory documents.

4.2.2 The Accreditation process may take 5-10 working days.

4.3 Notice of Accreditation

4.3.1 Upon successful accreditation, the Registry will notify the Registrar via email and will later publish their name on the registry's website once they have been accredited.

4.3.2 During this period the Registrar will not have access to the Registry system until they are accredited.

4.4 Registrar Service

Upon being accredited the Registrar is entitled to provide .RW services. These services include Domain registrations, renewals and transfer.

4.5 Non-Exclusivity

The Registrar acknowledges and agrees that there is no limit upon the Registry as to the number of registrars which the Registry may accredit.

4.6 Disclosure Requirement

The Registrar must promptly notify the Registry if the Registrar becomes aware;

4.6.1 That it does not meet any of the Accreditation criteria.

4.6.2 Of any circumstances or facts that affect its ability to continue to meet the Accreditation criteria.

4.6.3 Any changes to its personal details that will change its Accreditation credentials.

4.7 Change of Accreditation credentials

If any change occurs to the Registrar's personal or company details which require change in the Registry System, the Registrar must notify the Registry for such changes to be made supported by the required updated documentation depending on the changes being made.

4.8 Suspension of Accreditation

4.8.1 The Registry may suspend the Registrars Accreditation if, at the Registry's sole discretion, such an action is necessary to secure the integrity and stability of .RW.

4.8.2 The Registry will give an advance notice of 48 hours of the suspension to the Registrar

4.8.3 The Registry will also notify the Registrar of the reason (s) for suspension and inform them of the process they must follow in addressing the issue (s) that led to the suspension.

The suspension will restrict the Registrar from having access to the Registry system and registry services until they remedy the circumstances which led to the suspension.

4.9 Termination of Accreditation

4.9.1 The Registrar's Accreditation for the RW domains is automatically terminated when this Agreement terminates

4.9.2 The Registry may terminate the Registrar's Accreditation in respect to the set-out policies if the Registrar no longer meets the Accreditation criteria.

4.9.3 Before terminating the Registrar's Accreditation, the Registry must give the Registrar 30 days' written notice of its reason for doing so, as well as the steps to be taken by the Registrar to avoid termination.

4.9.4 If the Registrar does not submit the Registry's requirements within the period stipulated in the notice, the Registry shall terminate the Accreditation.

4.9.5 The Registry may terminate Registrars Accreditation if the Registrar does not meet the annual domain registration target. RICTA will give a written notice to the Registrar of its intent not to renew Registrars Accreditation at least 90 days prior to termination date.

4.9.6 In the event that the Registrar consistently fails to provide satisfactory customer service, as determined by the Registry, RICTA reserves the right to terminate the Registrar's accreditation

4.9.7 The Registrar may specifically terminate the agreement if RICTA has repeatedly or in a particularly material manner breached its obligations arising from this agreement.

4.9.8 In case of contract termination, the Registry will reimburse any unused portion of the registrar's deposit; the registrar should also refund any advance credit issued by the registry prior to termination

5. USE OF RICTA'S NAME, LOGO & WEBSITE

The Registry grants to the Registrar an accreditation certificate during the term of this agreement to;

5.1.1 State that it is accredited by the Registry as a registrar for the .RW ccTLD.

5.1.2 Link pages and documents within the Registry's website, provided they are not framed by any other materials.

5.1.3 Use the logo specified by the Registry to indicate that the Registrar is accredited.

6. TERMS & CONDITIONS FOR REGISTRARS.

6.1. REGISTRAR OBLIGATIONS

The Registrar must perform the Registrars services in accordance with this Agreement. The Registrar will be responsible for their registrant and the information and service they are given about .RW

6.1.1 Compliance with the Registry's Policies

The Registrar must comply with all the Registry's policies applicable, as if they were incorporated into, and form a part of this Agreement.

6.1.2 WHOIS Information

The Registrar must always ensure that the Registrant's information submitted to the Registry is up to date and accurate. RICTA is entitled at any time to verify the accuracy and completeness of any information provided by the Registrant to RICTA. RICTA will send an email to the Registrant and/or their respective Registrar requesting valid information, as set forth in the email within 15 days from the time and date of the email.

If RICTA has not received the Requested Information within the 15 days, RICTA will send a second email to the Registrant and/or their respective Registrar reminding the submission of the requested information via their respective Registrar, within 15 days of the time and date of the second email, failure to update this information may lead to penalties.

6.1.3 The Registry may rectify any information in the WHOIS database upon request by the Registrant or Registrar.

6.1.4 The Registry can suspend / delete any domain that does not comply with the WHOIS Policy.

6.1.5 The Registrar must not use the information obtained from the Registry WHOIS service to solicit business from a Registrant.

6.1.6 For more information on WHOIS please download the .RICTA WHOIS policy on the website

6.2 Reseller

6.2.1 The Registrar is not prohibited from dealing with their Registrants indirectly i.e. through resellers. The following conditions must apply;

6.2.2 Registrar may not transfer, sub-contract or delegate any of their rights or obligations under this Agreement.

6.2.3 Registrar will be responsible for ensuring that the WHOIS information submitted by their resellers during domain registration is up to date and accurate.

6.2.4 The Registrar must oblige the reseller to comply with the published policies and code of practice applicable.

6.3 Domain Transfers between Registrars.

6.3.1 The Registrar must ensure that its Registrants can easily transfer registered domain names to another registrar. During the transfer the parties must acknowledge;

6.3.2 The conditions pursuant to which the Registrar does not have to transfer a domain.

6.3.3 The conditions pursuant to which the Registrar must transfer.

6.3.4 When fees are not chargeable by the Registrar.

7. PRIVACY AND PERSONAL INFORMATION

7.1 Compliance with Personal Information Laws and Policies.

The Registrar must comply with;

7.1.1 Applicable data protection and privacy legislation laws.

7.1.2 The Registry's data protection and privacy policy.

7.2 Processing of Personal Information

7.2.1 The Registry will describe in the policy the purpose for which any personal information that is submitted to the Registry by the Registrar collected or used as well as the intended recipients of such information.

7.2.2 The Registrar must inform the registrant of the purposes for which personal information is collected so as to obtain consent.

7.2.3 The Registry and Registrar must both take appropriate and reasonable measures as required by the applicable laws to protect the personal information from loss, misuse and unauthorised disclosure, alteration or destruction.

7.2.4 The Registry and Registrar will not use or authorise the use of personal information in a way that is incompatible with the purpose set out or which is contrary to this Agreement or applicable law.

8. FEES

8.3.1 This is fee applicable during registration and renewal of domain names.

8.3.2 Transaction fee will be deducted from the Registrars' account on a declining-balance basis.

8.3.3 The Registrar must have a minimum registration and renewal fee in their accounts as published in the Registry or RICTA website.

8.3.4 The Registrar must make all payments to RICTA under this agreement in a timely manner, despite any dispute, which may exist between RICTA and the Registrar.

All fees are inclusive of Value Added Tax (VAT) unless otherwise stated.

8.4 Other Fees

8.4.1 The Registry may give discounts, which shall be communicated to the Registrar prior to the start date or month.

8.4.2 The Registry can determine the domain's recommended retail price.

9. TERMINATION OF AGREEMENT

9.1 The Registrar may terminate this Agreement at any time, provided that they give the Registry a thirty (30) days' written prior notice.

9.2 This agreement may be terminated by the Registry under the following circumstances if a Registrar;

9.2.1 Is declared insolvent.

9.2.2 Is convicted by court of law of a felony or other serious offence related to financial activities, or is judged to have committed fraud.

9.2.3 Has repeatedly or in a particularly material manner breached its obligations arising from this Agreement.

9.2.4 No longer fulfils their services to the Registrant as per the service level agreement entered between the Registrar and Registrant.

NB: In case the agreement is terminated, the Registry will reimburse any unused portion of the registrar's deposit; the registrar should also refund any advance credit issued by the registry prior to termination.

10. OTHER OBLIGATIONS OF THE REGISTRAR

10.1 Positive Covenants

The Registrar must:

10.1.1 act in good faith in its dealings with RICTA, other registrars and each Registrant;

10.1.2 do all things necessary to ensure that during the Term, it continues to meet the Accreditation Criteria;

10.1.3 immediately give RICTA notice of any security breaches affecting the Registrar or any part of its systems;

10.1.4 provide to RICTA all supporting documents related to the registration of academic institutions on AC.RW. These documents can be found at the Ministry of Education, REB, WDA, etc.

10.1.5 comply with all applicable law.

11. OBLIGATIONS TO THE REGISTRY

The Registry, with respect to all matters that impact the rights, obligations or role of the Registrar must during the term;

11.1 Exercise its responsibilities in good faith in an open and transparent manner.

11.2 Not unreasonably restrain competition and, to the extent possible, promote and encourage robust competition.

11.3 Not apply standards, policies, procedures or practices arbitrarily, unjustifiably or inequitably.

11.4 Ensure that the Registry Service Provider is bound by and performs in accordance with the set criteria.

11.5 Not single out the Registrar for contrasting treatment unless justified by reasonable cause.

11.6 The Registry at its sole discretion may reject or restrict certain domain name applications/ registration.

11.7 The Registry will conduct annual reviews to evaluate Registrars performance and discuss strategies to maintain the account.

11.8 The Registry reserves the rights to contact Registrants with regards to domain renewal and WHOIS.

12. 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:

12.1 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.

12.2 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 Managing Director shall be nominated by the two appointed arbitrators within fifteen days following their appointment by the parties.

12.3 The arbitrators shall settle the dispute submitted for their consideration within 30 days after receipt of the complaint.

12.3 The proceedings of arbitration shall be conducted in English.

12.4 The seat or legal place of arbitration shall be Kigali, Rwanda.

12.5 The award of the arbitration shall be final and binding on both parties.

Without affecting court proceedings, any disputes related to the registration or use of a .RW domain name should be handled through WIPO or KIAC in accordance with the .RW Domain Name Dispute Resolution Policy which can be accessed here: <https://www.ricta.org.rw/registrars/>.

13. FINAL PROVISIONS

13.1 The Registrar shall not assign in whole or in part their obligations under this agreement, except with prior written consent of RICTA.

13.2 The Registrant must not pursue any claim against RICTA, and RICTA is not liable for any direct, indirect, special, punitive, exemplary or consequential damages, including but not limited to damages resulting from loss of use, lost profits, lost business revenue or third party damages arising from any breach by the Registrar of its obligations under the Registrant Agreement or the Registrar Agreement between RICTA and the Registrar.

13.3 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;

13.4 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;

13.5 The Registrant agrees that RICTA is not responsible for the use of any Domain Name in the Registry database and that RICTA is not responsible in any way for any conflict or dispute with or any actual or threatened claim against a Registrar or Registrant, including one relating to a registered or unregistered trademark, a corporate, business or other trade-name, rights relating to a name of an individual or other intellectual property rights of a third party or relating to the defamation or unlawful discrimination with respect to any other person.

13.6 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.

13.7 The Registry may discontinue or amend any part or the whole of this agreement from time to time at the Registry's absolute discretion.

The Registry (RICTA Ltd)	The Registrar
Name: INGABIRE MWIKARAGO	Name:
Date:	Date:
Position/Title: Chief Executive Officer	Position/Title:
Signature & Stamp/Official Seal:	Signature & Stamp/Official Seal: