

	Registration Agreement
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REGISTRATION AGREEMENT

This Registration Agreement is made on the ____/____/_____

Between

Tanzania Network Information Center

P. O Box 34543,

Dar Es Salaam, Tanzania

(Hereinafter called the tzNIC) on the one part

And

(Hereinafter called the REGISTRAR) on the other part.

WHERE

Prof/Dr/Mr. /Ms. on behalf of tzNIC and

Prof/Dr/Mr./Ms.....on behalf of REGISTRAR agreed to sign this service Agreement under the following terms.

1. SUBJECT OF CONTRACT.

- 1.1 The Contracting Parties conclude this Contract in accordance with United of Tanzania laws and regulations as well as the provision of Article 3 of the Principles of Commercial Conditions for Registrars.
- 1.2 Through this Contract the Registrar undertakes to act as a registrar in the sense of the Commercial Conditions for Registrars, doing so for the domain zones:
[Tick where appropriate]
_____ go.tz zone

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_____ ac.tz zone
_____ co.tz zone
_____ mil.tz zone
_____ or.tz zone
_____ sc.tz zone
_____ ne.tz zone

- 1.3 The Registrar accepts without reservations the conditions emerging from this Contract and all its Annexes.
- 1.4 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.
- 1.5 Through this Contract tzNIC undertakes to enable the Registrar to act as a registrar in the sense of the Commercial Conditions and Terms for Registrars.
- 1.6 The parties authorized to sign this agreement and other relevant documents shall produce the power of attorney documents authorizing them to sign such documents on behalf of their organizations, companies or entities.

2. TERMS OF RELATIONSHIP OF THE CONTRACT AND ITS ANNEXES

- 2.1 Intrinsic parts of this Contract are:
 - Annex No. 1 – Commercial Conditions and Terms for Registrars
 - Annex No. 2 – Rules for registration of domain under .tz ccTLD
 - Annex No. 3 – Price list and fees
- 2.2 Intrinsic parts of this Contract are all further documents issued by the tzNIC Association in connection with the subject of this Contract, which are anticipated in particular in the Commercial Conditions for Registrars.
- 2.3 In the case of any discrepancy between the wording of this Contract and its Annexes the provisions of the Contract apply.

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- 2.4 Either of the contracting parties may terminate the agreement upon giving three months notice, starting on the first day of the month following notice delivery to the other contracting party without stating a reason.
- 2.5 TzNIC may terminate the agreement if:-
- 2.5.1 The Registrar has repeatedly or in a particularly gross manner breached its obligations arising from this agreement together with Commercial Conditions and Terms or the agreement.
 - 2.5.2 The Registrar no longer fulfills the requirements defined in Article 2 of the Commercial Conditions and Terms, or
 - 2.5.3 Other provisions of this agreement or other provisions of Commercial Conditions and Terms explicitly stipulate so.
- 2.6 The Registrar may terminate the agreement if:-
- 2.6.1 tzNIC has repeatedly or in a particularly gross manner breached its obligations arising from the Commercial Conditions and Terms or the agreement, or
 - 2.6.2 Other provisions of the Commercial Conditions and Terms explicitly stipulate so.
- 2.7 Upon delivery of the notice to the registrar, TzNIC may withdraw from the agreement if:-
- 2.7.1 The Registrar has made changes in the Central Registry without notifying its customer thereof, contrary to the customer's instructions in violation of the rules.
 - 2.7.2 The Registrar has breached the principles of protecting the Customers' personal data, or
 - 2.7.3 Other provisions of the Commercial Conditions and Terms explicitly stipulate so.
- 2.8 In the case of withdrawal, the contracting parties will not be obligated to return to one another any payments made before the withdrawal. This does not affect the Registrar's entitlement to a refund of any unused portion of its deposit.

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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 the period of 3 years and may be renewed.

4. DISPUTE RESOLUTION

- 4.1 In the event of any dispute between tzNIC and domain holder, the dispute shall first be referred for mediation and Arbitration as provided under the laws of Tanzania
- 4.2 Where such dispute is not resolved amicably, the parties will be at liberty to refer such dispute to the normal courts or judicial proceedings under the laws of Tanzania
- 4.3 The award in article 4.2 is final and binding for both parties.

5. FINAL PROVISIONS

- 5.1 Unless stipulated otherwise in this Contract the provisions of the Commercial Conditions for Registrars apply.
- 5.2 This Contract is written up in two copies, with each Party receiving one of these.

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6: SIGNATURES

The representatives of tzNIC and the REGISTAR will sign this contract in duplicate.

6.1 Signed by

On behalf of

Position / Title

Signature

6.2 Signed by

On behalf of

Position / Title

Signature

6.3 Signed before:

Name

Signature

Qualifications