
TZNIC REGISTRAR ACCREDITATION AGREEMENT.

This agreement is made on this _____ day of _____ 20____ by and between

TANZANIA NETWORK INFORMATION CENTRE
P.O.BOX 34543,
DAR ES SALAAM.
OLD BAGAMOYO ROAD
LAPF MILLENIUM TOWERS
GROUND FLOOR OFFICE NO.4
(tzNIC)

And

P.O.BOX

PHYSICAL ADDRESS:

EMAIL:

PHONE NUMBER:

The agreement shall last for a period of three years subject to renewal or termination as stipulated under clause 5 herein below.

1. DEFINITIONS.

"Accredited" shall mean to be accepted by tzNIC as having met the "accreditation criteria" in respect to becoming Registrar of .tz domain names as evidenced by the issue of the "Accreditation Certificate";

“Accreditation Criteria” shall mean conditions that Registrar has to meet to qualify accreditation by tzNIC as specified in this contract and its attachments.

“Accreditation Certificate” shall mean the notice issued in form of a certificate by tzNIC to the Registrar certifying that the latter has met the Accreditation criteria in respect to registration of .tz (third level) domain names;

“Agreement” shall mean this agreement together with all tzNIC Policies and Rules as amended from time to time;

“Commencement date” shall mean the date specified at the beginning of this agreement which is the date this agreement becomes binding on its signatories/parties;

“Conditional Accreditation” shall mean short term accreditation for a period of three months until the Registrar fulfills all the full accreditation requirements as stipulated by tzNIC;

“Domain Name” shall mean a unique name that identifies internet resources such as websites;

“Price list” shall mean the tzNIC's list of prices for services rendered by it as amended from time to time, and which is availed on tzNIC website;

“Registrant” shall mean in relation to each domain name the end user to whom the domain name service is due and who shall be identified as such in the WHOIS Data;

“Registrar” shall mean the party identified at the beginning of this agreement in its capacity as an accredited registrar for the .tz third level domain names;

“Registrar Services” means the services subject to this Agreement provided by a Registrar in connection to .tz third level domain names and includes contracting with Registered Name Holders/Registrants and collecting registration data about the Registered name holders from their resellers and submitting the information to the Registry data base;

“Second Level domain” shall mean the domain name after the .tz top level domain such as .co.tz; but excluding .mil.tz and .go.tz;

“Third Level domain” shall mean domain name after second level domain such as tznic.or.tz;

“tzNIC” shall mean Tanzania Network Information Centre, the entity entrusted under the Electronic and Postal Communication (Electronic Communication Numbering and Addressing) Regulations 2011 to serve as the technical and administrative manager of the .tz Country Code top level domain;

2. WARRANTIES.

By entering this agreement the Registrar warrants that;

2.1 it has read and understood all rules and policies forming part of this agreement and agrees to be bound by them and their time to time amendments as shall be published and notified on tzNIC website;

2.2 it is on the incumbent to monitor such amendments and changes on tzNIC policies and rules and hereby agrees that should it fail to notify the tzNIC of its wish not to be bound by such amendments within 30 (thirty) days of such amendment being published, it shall conclusively be deemed to have acceded and agreed to the amendments as published;

2.3 all written information, reports, and certificates furnished or to be furnished by the Registrar to tzNIC with respect to this agreement in connection to accreditation and any other purposes is true ,accurate and not misleading in all material aspects;

2.4 it is upon the Registrar to promptly inform tzNIC when it becomes aware that it no longer meets any of the accreditation criteria or of any circumstance, fact or thing that affects its ability to continue to meet the Accreditation criteria;

2.5 it shall comply to all National laws and regulations on personal data protection and preservation;

And by entering this agreement tzNIC warrants that it shall;

2.6 exercise its responsibilities in a good faith and in an open and transparent manner;

2.7 not unreasonably restrain competition and to the extent possible promote and encourage robust competition;

2.8 not apply standards, policies, procedure or practices arbitrarily, unjustifiably or inequitably and not single out Registrar for disparate treatment unless justified by substantial and reasonable cause;

2.9 ensure through its reconsideration and independent review policies adequate appeal procedures for Registrar to the extent it is adversely affected by tzNIC.

3. ACCREDITATION.

3.1 The Registrar shall be "fully" accredited only upon being issued with Accreditation Certificate by tzNIC, conditionally accredited Registrar will not be awarded with any certificate and the conclusion of this agreement alone by tzNIC and Registrar does not entail Accreditation.

3.1.1 In the situation where Registrar is given conditional accreditation he shall abide to all requirements under this agreement and tzNIC rules and policies and shall be equally liable for any breach thereof.

3.2 Accreditation shall entitle the Registrar to provide registration services/ registration services in the .tz third level domains;

3.4 Upon accreditation the Registrar is granted non-exclusive, non-transferable right to use the logo, specified by tzNIC to indicate that the Registrar is accredited by tzNIC as registrar for the .tz third level domains and non-exclusive, non-transferable right to link to pages and documents within the tzNIC website for purposes of facilitating registration services. This right may not be assigned or sub contracted to any other parties including, without limitation to any Registrar's affiliates or Resellers.

3.3 Accreditation that Registrar obtains from tzNIC is to the Registrar only. Accreditation or this agreement are neither transferable nor assignable.

4. FEES

4.1 Registrar, after obtaining accreditation shall pay annual administration fees and charge registration fees as indicated in the price list—available on tzNIC website. Changes to any fees/prices shall be notified to the Registrars through registrar's mailing list 30 days prior to being effective and shall be published on tzNIC website.

4.2 The Registrar shall pay the fees in the manner prescribed under rule 4 of the Business terms and Conditions for Registrars.

4.3 Charging fees above the tzNIC price list by Registrars would mean violation of this agreement.

5. TERM AND TERMINATION

5.1 This agreement shall be effective on the effective date and shall run until terminated.

5.2 Each party may terminate this agreement before its expiration by giving a ninety (90) days written notice to the other party; In case of termination the contracting parties shall not be obligated to return to one another any payments made before the termination. This does not affect the Registrar's entitlement to a refund of any un used portion of its deposit.

5.3 tzNIC may terminate this agreement before its expiration by giving the Registrar a written notice shorter than 90 days in the following events;

5.3.1 There is/was material misrepresentation, material inaccuracy or materially misleading statement(s) in the Registrar's application for accreditation or any documents accompanying the application;

5.3.2 Registrar loses any of the criteria qualifying it to be accredited by tzNIC;

5.3.3 Failure by Registrar to cure breach of this agreement and or any of tzNIC rules and policies within the time advised by tzNIC;

5.3.4 The Registrar becomes insolvent or/ and in events of winding up of Registrar business;

5.3.4 it is necessary to secure the integrity ,stability and security of the .tz second level domains;

5.3.5 Registrar is convicted by a Court of competent jurisdiction of offenses related to fraud or financial activities

5.4 The Agreement shall and Registrar's Accreditation shall be automatically renewed for the succeeding 3 years periods after the expiration of this Agreement under and subject to the terms and condition of this Agreement unless;

5.4.1 at the time of such renewal, Registrar no longer meets tzNIC Registrar Accreditation criteria THEN in effect;

5.4.2 Registrar is not in compliance with its obligations under this agreement at the time of expiration date;

5.4.3 Registrar has been given a notice by tzNIC of material breache(s) of this Agreement within 1 year preceding the expiration date of any successive 3 years period;

5.4.4this Agreement has been terminated prior to the expiration date of any successive 3 years period.

5.5In the event that during the term of this agreement tzNIC adopts a revised Agreement, tzNIC shall provide Registrar a 30 days written notice through a Registrars mailing list or/and publish a notice on tzNIC website; tzNIC and Registrar shall in the applicable renewing period sign the updated Agreement.

6. DISPUTE RESOLUTION

6.1Where substantive dispute arises out of or in connection with this agreement, The Parties must refer the dispute for resolution firstly by negotiation and in the event of that failing by Arbitration;

6.2 A dispute within the meaning of this clause exists once one Party Notifies the other in writing of the nature of the dispute and requires the resolution of the dispute in terms of this clause;

6.3 Within 5 (five) business days following such Notification, the Parties shall seek an amicable resolution to such dispute by referring such dispute to designated representatives of each party who have authority to resolve the dispute for their negotiation and resolution. The representatives who must appear for negotiation must be those authorized to resolve the dispute;

6.4Where the negotiation between the designated representatives fails to result in an agreement signed by the Parties resolving the dispute within 15 (fifteen) business days thereafter, the Parties must refer the dispute for resolution by way of arbitration;

6.5 Arbitration shall be conducted by an Arbitrator from Tanzania Institute of Arbitrators who shall be mutually appointed and agreed on by both parties. If parties fail to so agree and appoint the Arbitrator within 5 business days, TIA shall proceed to appoint an Arbitrator for the parties

6.4 The seat of Arbitration shall be in Dar es Salaam and the Arbitration shall be governed by laws of Tanzania.

6.5 Dispute resolution between Registrar and Registrant shall be conducted as provided for in tzNIC Dispute Resolution Policy and Rules which are binding on the Registrar once it enters this agreement.

7. GOVERNING LAW AND JURISDICTION

7.1 This agreement is governed by and is to be construed in accordance with the laws of the United Republic of Tanzania.

8. NOTIFICATIONS

8.1 All notices under this agreement must be in writing and must be served by any of the following methods;

8.1.2 by serving the notice physically at the party's current address of service;

8.1.3 by posting it by prepaid registered post addressed to that person at the person's current postal address for service;

8.1.4 by facsimile to the person's current number for service; or

8.1.5 by email to the person's current email address for service.

8.2 Notice is deemed to have been given when it can be proven to actually have been delivered by any one of the foregoing methods.

8.3 For the purposes of notices under this contract the addresses of the parties shall be as stipulated at the beginning of the agreement.

9. The named parties/their representatives to this agreement do hereby put their signature in duplicate copies of this agreement on the date mentioned in the agreement as follows;

9. SIGNATURES

9.1 FOR REGISTRAR;

NAME:

POSITION:

SIGNATURE:

9.2 FOR TZNIC;

NAME:

POSITION:

SIGNATURE:

9.3 BEFORE COMMISSIONER FOR OATH;

NAME:

SIGNATURE:

STAMP
