



## REGISTRAR ACCREDITATION AGREEMENT

Entered into by and between

NAME OF THE ORGANISATION	KENYA NETWORK INFORMATION CENTER (hereinafter referred to as “the Registry”)
PHYSICAL ADDRESS	COMMUNICATIONS AUTHORITY OF KENYA COMPLEX, WAIYAKI WAY
P.O BOX	1461- 00100 NAIROBI
EMAIL ADDRESS	admin@kenic.or.ke
PHONE NUMBER	+254 0715 275 483
SIGN DATE	
NAME	
DESIGNATION	CHIEF EXECUTIVE OFFICER
SIGNATURE	

and

(hereinafter referred to as “the Registrar”)

NAME OF THE ORGANISATION	
PHYSICAL ADDRESS	
P.O BOX	
EMAIL ADDRESS	
PHONE NUMBER	
SIGN DATE	
NAME	
DESIGNATION	
SIGNATURE	

## **TABLE OF CONTENTS**

INTRODUCTION.....	3
DEFINITIONS.....	3
TERMS AND TERMINATION.....	5
REGISTRAR ACCREDITATION.....	5
USE OF KENIC LOGO, NAME, WEBSITE.....	7
REGISTRAR OBLIGATIONS.....	7
PRIVACY AND PERSONAL INFORMATION.....	9
FEES.....	9
TERMINATION OF AGREEMENT.....	10
OBLIGATIONS TO REGISTRY.....	10
DISPUTE RESOLUTION.....	11

## 1. INTRODUCTION

- 1.1. This Agreement governs the accreditation by the Registry of the Registrar to provide registrar services, the provision of these services by the registrar to registrants, the relationship between the Registrar and the Registry, and related matters.
- 1.2. KeNIC is a non-profit organization, body charged with the management and administration of the .KE ccTLD.
- 1.3. KeNIC is committed to exercising its responsibilities to the Registrars and the Internet community in Kenya in an open and transparent manner, and to apply standards and policies in a way, which are not arbitrary, unjust or inequitable.
- 1.4. Through this Agreement the Registrar undertakes to act as a registrar for the following .KE domain zones;

- .ke
- co.ke
- or.ke
- sc.ke
- ac.ke
- go.ke
- me.ke
- ne.ke
- mobi.ke
- info.ke

- 1.5 Both parties agree to be bound by this Agreement and all other policies for the administration of the .KE ccTLD.

## 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**” refers to this document together with all appendices, annexures, and schedules, all as amended from time-to- time.
- 2.3 “**ccTLD**” refers to Country Code top- level Domain.
- 2.4 “**Commencement date**” refers to the date this Agreement comes to effect and as more particularly described in Clause 3 of this Agreement.
- 2.5 “**Domain Name**” refers to the identity of a person / entity in the registry and internet space.
- 2.6 “**Licensing Fee**” refers to the amount paid to the Licensee Communications Authority of Kenya.
- 2.7 “**Membership Fee**” refers to the amount paid to the Registry by the Registrar after a successful Accreditation.

- 2.8 “Namespace”** refers to TLD.
- 2.9 “Registrant”** refers to a person or an entity that has been listed in the Registry as the **Authoritative** Owner of a Registered domain name.
- 2.10 “Registrant data”** refers to information submitted by the Registrar to the Registry.
- 2.11 “Registrar”** refers to a person or entity that contracts with the Registry and has been accredited to register domain names.
- 2.12 “Registration”** refers to the Registrants right to use a Domain Name for a specified period of time, as indicated in the WHOIS.
- 2.13 “Registration fee”** refers to the fee for the initial successful registration of a domain name.
- 2.14 “Renewal fee”** refers to the fee for successfully renewing a domain name.
- 2.15 “Registrar services”** refers to provision of the services by Accredited Registrars as set out in this Agreement.
- 2.16 “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 .KE Namespace.
- 2.17 “Registry database”** refers to a database containing the Registry data.
- 2.18 “Registry services”** refers to the services provided by the Registry in relation to a domain namespace.
- 2.19 “Registry website”** refers to the website published at the URL <https://kenic.or.ke> or such other URL that the Registry may publish.
- 2.20 “Transfer”** refers to the process of moving a domain from one registrar to another.
- 2.21 “Transaction fee”** refers to Registration fee and Renewal fee charged to the requesting accredited registrar on success of the respective domain transaction.
- 2.22 “WHOIS”** means the electronic look-up database operated by the Registry providing information on Domain Names.

### **3. TERM AND TERMINATION**

**Commencement:** This agreement becomes valid and effective on the earliest of the dates on which the Registrar;

- 3.1.1 Accepted the terms of this Agreement by signing it.
- 3.1.2 Applied to the Registry for Accreditation of the .KE Namespace administered by the Registry.
- 3.1.3 Commits to provide Registrar Services in respect to the .KE Namespace administered by the Registry.

**Duration:** This agreement will continue until it is terminated by either parties as indicated in the termination clause 7. This can be done by either;

- 3.2.2 the Registrar or
- 3.2.3 the Registry.

### **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 .KE Namespace. The requirements are outlined in the Registrars application form on the Registry's website.

#### ***4.2 Accreditation process***

- 4.2.1 The Registrar must apply for Accreditation as set out in the published Registrars application forms. The application must be submitted to the Registry with the attached mandatory documents and all information filled in the form.
- 4.2.2 The Accreditation process takes 7-14 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 licensed.
- 4.3.2 During this period the Registrar will not have access to the Registry system until they are licensed.

#### ***4.4 Registrar Service***

Upon being accredited the Registrar is entitled to provide .KE 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 fact that affects its ability to continue to meet the Accreditation criteria; or
- 4.6.3 Any changes to its personal details that will changes 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; Certificate of Incorporation/ Certificate of Change of Name, CR12, PIN Certificate & Tax Compliance.

#### ***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 .KE.
- 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.
- 4.8.4 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 .KE namespace 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 14 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.

#### **4.10 *Terms of Termination of Accreditation.***

In the event a Registrar's Accreditation is terminated;

- 4.10.1 The Registrar will no longer provide Registrar Services in respect of the .KE namespace.
- 4.10.2 The Registrar's License will be revoked.
- 4.10.3 The Registry will inform the Registrar's registrants of the termination and advise them to transfer their domains to any other licensed .KE Registrar of their choice.

### **5. USE OF KENIC'S NAME, LOGO & WEBSITE**

The Registry grants to the Registrar a non-exclusive free license during the term of this agreement to;

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

#### **5.2 *Other use not permitted***

- 5.2.1 Other than in accordance with this clause 5, the Registrar is not permitted to use the Registry's name or logo or trade mark in any manner whatsoever.
- 5.2.2 The above conditions are personal to the Registrar and must not be transferred, assigned or sub-licensed to any other person.

## **6. REGISTRAR OBLIGATIONS**

The Registrar must perform the Registrars services in accordance with this Agreement.

### **6.1 *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.

### **6.2 *WHOIS Information***

- 6.2.1 The Registrar must always ensure that the Registrant's information submitted to the Registry is up to date and accurate.
- 6.2.2 The Registry may rectify any information in the WHOIS database upon request by the Registrant or Registrar.
- 6.2.3 The Registry can suspend / delete any domain that does not comply with the WHOIS Policy.
- 6.2.4 The Registrar must not use the information obtained from the Registry WHOIS service to solicit business from a Registrant.
- 6.2.5 For more information on WHOIS please download the .KE WHOIS policy on the website.

### **6.3 *Reseller***

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

- 6.3.1 Registrar may not transfer, sub-contract or delegate any of their rights or obligations under this Agreement.
- 6.3.2 On request the Registrar will confirm to the Registry whether a person or organization is their reseller and furnish the Registry with full contact details from/about them.
- 6.3.3 The Registrar will be responsible for their registrant and the information and service they are given about .KE.
- 6.3.4 Registrar will be responsible for ensuring that the WHOIS information submitted by their resellers during domain registration is up to date and accurate.
- 6.3.5 The Registrar must oblige the reseller to comply with the published policies and code of practice applicable.

#### **6.4 Domain Transfers between Registrars.**

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

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

6.4.2 The conditions pursuant to which the Registrar must transfer.

6.4.3 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 unauthorized disclosure, alteration or destruction.

7.2.4 The Registry and Registrar will not use or authorize 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**

#### **8.1 Membership**

8.1.1 The Registrar shall pay the Registry an **annual** membership fee as published in the system.

8.1.2 Payment of the annual fee will be due anytime **upon the** expiry of the membership.

## **8.2 Licensing**

8.2.1 The Registrar **MUST** be licensed after Accreditation. The licensing is done by Communications Authority of Kenya (CAK) at a fee.

8.2.2 The License is renewable every year at no extra cost.

## **8.3 Transaction 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 KeNIC website.

## **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 offense 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 fulfills their services to the Registrant as per the service level agreement entered between the Registrar and Registrant.

9.2.5 Has breached the principles of protecting the Registrant's personal data.

**NB:** The fees paid by the Registrar to the Registry is not refundable, regardless of the time of such

termination.

## **10. 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;

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

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

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

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

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

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

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

## **11. DISPUTE RESOLUTION**

**11.1**In the event any substantive dispute arises out of or in connection with this Agreement, or related thereto, whether directly or indirectly, the Parties must refer to the published Alternative Dispute Resolution Policy on the Registry website.