

Solomon Islands (.sb ccTLD) Registrar Accreditation Agreement

Solomon Telekom Company Limited

STATEMENT OF PURPOSE:

This *.sb Accreditation Agreement* grants an Accredited Registrar the right to access the .sb country code Top Level Domain (“ccTLD”) shared registry for the purpose of processing applications to register (or renew) .sb domains, and maintaining delegation, WHOIS and contact records associated with a .sb domain. The Solomon Telekom Company Limited (“sbNIC”), accreditation program, and the sbNIC shared registry system facilitate a transparent commercial environment where entities under the program are granted direct, equal and equitable access to the .sb ccTLD register.

THIS AGREEMENT is made on the Commencement Date specified in Item 2 of Schedule One.

BETWEEN:

Solomon Telekom Company Limited, Telekom Haus, Mendana Avenue, Honiara, Solomon Islands; referred to hereafter as “sbNIC”

And

The entity named and described in Item “1” of Schedule One. (the “Registrar”)

1. **BACKGROUND.** sbNIC is the designated manager of the .sb Top Level Domain and is the entity responsible for the core technical function and the day-to-day maintenance of the Registry (database) for the .sb ccTLD. sbNIC is responsible for maintaining and propagating the information maintained in the Registry by Accredited Registrars in such a fashion that Internet users around the world can access Internet domain names ending in the suffix “.sb” via the Domain Name System (“DNS”), and in particular through applications such as the world wide web and electronic mail.
2. **APPOINTMENT OF REGISTRAR.** sbNIC hereby grants to Registrar and Registrar accepts a non-exclusive appointment as a registrar of domains within the .sb ccTLD, subject to the terms of this agreement.
3. **AGREEMENT.** The purpose of this Agreement is to formalise and record the relationship between sbNIC and the Registrar, jointly referred to as “Parties” and individually as “Party”. This Agreement explains the obligations of both Parties to each other and to third parties. Each Party acknowledges that it has read and shall be bound by all terms and conditions of this Agreement.
4. **sbNIC OBLIGATIONS.**
 - a. sbNIC shall make reasonable commercial efforts to ensure Registrar has continuous access to the .sb Registry on a non-discriminatory basis, by way of :
 - i. A web site operated by the sbNIC, with secure access; and
 - ii. An Application Programming Interface, (“API”)
 - b. At the commencement of this Agreement, the Extensible Provisioning Protocol, described in RFC 3730, is employed as the API.
 - c. sbNIC shall make reasonable commercial best efforts to ensure that the information in the Registry is propagated on the Internet via the Domain Name System by the Registry Operator.
 - d. Establish and apply in a non-discriminatory fashion, policies for insertion and maintenance of records in the .sb Registry. These policies shall include but not be limited to Acceptable Use, Privacy and Whois , suspension, deletion, transfer and renewal of .sb names.

Solomon Islands (.sb ccTLD) Registrar Accreditation Agreement

Solomon Telekom Company Limited

5. REGISTRAR OBLIGATIONS.

- a. Registrar shall accept requests from the public ("Registrants") for the registration, cancellation, deletion, renewal, maintenance or transfer of Domain Names and associated records, and make reasonable commercial best efforts to provide all associated services to Registrants, including billing and technical support, in respect of the services offered by it ("Registrar Services") twenty four (24) hours each day and seven (7) days each week.
- b. Registrar shall ensure that as part of the registration process all registrants are made aware of and agree to be bound by the sbNIC Registration Agreement and all applicable .sb ccTLD policies. Applicable policies are included by reference in the sbNIC Registration Agreement and include but are not limited to; Privacy and Whois, Acceptable Use and Dispute Resolution policies. sbNIC policies may be modified from time to time and will be posted at <http://nic.net.sb>.
- c. Registrar shall have the capacity to engage a sufficient number of qualified employees to handle the Registrar Services volume reasonably projected by Registrar.
- d. In order to be granted access to the Registry through the API, Registrar shall demonstrate to the satisfaction of the Registry Operator business capabilities (including management, communication, and information systems) that, in sbNIC's, judgement are reasonably suited to provide the Registrar secure, authenticated access to the Registry through the API.
- e. Registrar shall provide robust and scalable operations capable of handling the registration volumes reasonably projected by Registrar.
- f. Registrar shall handle promptly domain holders' requests for changes in registration data.
- g. Registrar shall achieve a reliable and readily usable daily data backup and archival of all domain holder and registration data.
- h. Registrar shall maintain electronic copies of all transactions, correspondence, and communications with the Registry for at least the length of a registration contract.
- i. Registrar shall ensure that Registrar's obligations to its customers, to sbNIC and to the Registry Operator will be fulfilled in the event that Registrar goes out of business, including ensuring that domain holders will continue to have use of their domain names and that operation of the Internet will not be adversely affected.
- j. Registrar acknowledges that there is no limit on the numbers of registrars which sbNIC may appoint or accredit.
- k. Registrar acknowledges that sbNIC policies provide for full "domain" portability between registrars, and that outbound transfers may be initiated by the registrant through another registrar or directly via sbNIC.
- l. Registrar shall promptly notify sbNIC if Registrar becomes aware at any time:
 - i. That Registrar has failed to comply with any clause of this Agreement; or
 - ii. That Registrar does not meet any of the Accreditation Criteria; or

6. FEES. There is a \$250 one-time registrar fee payable to sbNIC

- a. Domain Name fees are established by sbNIC and payable to sbNIC. In order to facilitate registration or renewal a registrar must maintain a positive credit balance with the sbNIC. A positive credit balance may be achieved by purchasing a block of domain credits online via the registry GUI or by making payment to sbNIC via telegraphic transfer.

Solomon Islands (.sb ccTLD) Registrar Accreditation Agreement

Solomon Telekom Company Limited

- b. All registrars are charged the same fees; registrars who have successfully promoted the .sb ccTLD are eligible for performance-based discounts based on a sliding scale. The more domains a registrar maintains in the registry the higher the incentive discount. The fees as of the Commencement Date of this Agreement appear in Item 3 of Schedule One.
 - c. sbNIC may modify the fee schedule 120 days after posting a notice on the sbNIC website (<http://nic.net.sb>). sbNIC will also make best commercial efforts to notify registrars via email or post. Registrars that have a prepaid block of domain credits have "locked in" a price that will not be impacted by price variations until the purchased credits have been exhausted.
7. **TERMINATION.** Either Party may terminate this agreement by giving the other Party 90 days notice. sbNIC may also terminate this agreement forthwith by written notice upon the following events occurring:
 - i. if an administrator, liquidator, receiver or official manager shall be appointed to Registrar or if it shall
 - ii. enter into any arrangement with its creditors; or
 - iii. if Registrar assigns or purports to assign its interests under this agreement without the consent in writing of sbNIC;

In the event of Termination sbNIC will hold a registrars domains in an escrow account and invite the registrants to transfer their domains free of charge to another accredited registrar.
8. **LIMITATION OF LIABILITY.** The Registrar agrees that sbNIC shall be under no liability to the Registrar in respect of any loss or damage (including consequential loss or damage) which may be suffered or incurred or which may arise directly or indirectly in respect of goods or services supplied pursuant to this agreement or in respect of a failure or omission on the part of sbNIC to comply with its obligations under this agreement.
9. **DISCLAIMER OF WARRANTIES.** Any condition or warranty which would otherwise be implied in this Agreement is hereby excluded to the extent permitted by law.
10. **SEVERABILITY.** Both Parties agree that the terms of this Agreement are severable. If any term or provision is declared invalid or unenforceable, that term or provision will be construed consistent with applicable law as nearly as possible to reflect the original intentions of the Parties, and the remaining terms and provisions will remain in full force and effect.
11. **INDEMNITY.** The Registrar shall at all times indemnify and hold harmless sbNIC and its officers, employees and agents from and against any loss (including reasonable legal costs and expenses) or liability reasonably incurred or suffered by any of those indemnified where such loss or liability was caused by:
 - a. a breach by the Registrar of its obligations under this agreement; or
 - b. any wilful, unlawful or negligent act or omission of the Registrar.
12. **TRANSFER OR ASSIGNMENT.** The Registrar agrees that it may not transfer, assign or sub-contract this Agreement or any of its obligations under this Agreement without the prior written consent of sbNIC.
13. **ENTIRETY.** Both Parties agree that this Agreement is the complete and exclusive agreement between the Parties. This Agreement supersedes all prior Agreements, agreements and understandings, whether established by custom, practice, policy or precedent, and any amendments / modifications require the written form and be signed by both of sbNIC and the Registrar.

Solomon Islands (.sb ccTLD) Registrar Accreditation Agreement Solomon Telekom Company Limited

14. **CONFIDENTIALITY.** A Party shall not, without the prior written approval of the other Party, disclose any information of the other Party, in any material form or medium that is disclosed or communicated by or on behalf of a Party to the other Party, or created, ascertained or derived by any of the Parties, whether directly or indirectly, from any such information disclosed or communicated by or on behalf of a Party, including without limitation the terms of this Agreement, and any information arising from or relating to the commercial or financial activities, arrangements or position or any of the dealings, transactions of affairs or the business of either Party, processes, instructions or any other information the other Party considers confidential and makes the Party aware that it considers to be of that nature, including the form and medium in which that information is given, the unauthorized use of disclosure of which would embarrass, harm or prejudice the other Party (“Confidential Information”), except in circumstances where it is legally compelled to do so. Each Party shall take all reasonable steps to ensure that its employees and agents, and any sub-contractors engaged for the purposes of this Agreement, do not make public or disclose the other Party’s Confidential Information. Notwithstanding any other provision of this clause, sbNIC may disclose the terms of this Agreement to its related companies, attorneys, auditors, insurers or accountants. This clause shall survive the termination of this agreement.
15. **GOVERNING LAW.** Both Parties agree that this Agreement shall be governed in all respects by and construed in accordance with the laws of the Solomon Islands. Both Parties each submit to exclusive subject matter jurisdiction, personal jurisdiction and venue of the the High Court of the Solomon Islands.
16. **DOMICILIUM CITANDI ET EXECUTANDI.** Both Parties choose as domicilium citandi et executandi for purposes of this Agreement the addresses as set out at the head hereof.
17. **NOTICES.** Any notice to be given in terms of this Agreement shall be given by e-mail to the addresses as set out at the head hereof and shall be deemed to have been received on the day following the date of having sent same.

sbNIC Date :	Registrar Date :
Name	Name _____
Title	Title _____
Witness	Witness
Name	Name _____
Title	Title _____

Schedule A - .sb Registrar Accreditation Agreement

Solomon Islands Network Information Centre (sbNIC)

Item 1 Registrar Details :

Organisation:

Primary Administrative Contact:

Primary Technical Contact:

Primary Billing Contact:

Item 2 Commencement Date : _____

Item 3 Fee Schedule at Commencement | AU Dollars

Third Level .sb Domains

.com.sb \$60

.net.sb \$60

.org.sb \$35

(.gov.sb and .edu.sb are not available for licensing outside of the Solomon Islands)

Performance Discounts

Third Level

0-100 0%

101-250 25%

251-500 35%

501+ 50%

Discounts are calculated quarterly and automatically applied/adjusted based on the domains in the Registry. Credits may be purchased online at any point.