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.PYC Registrar Accreditation Agreement

Index of document

Version

Approved by decision

Effective date

Status of document

compulsory

Cancelled (modified) by decision

Expiry date

City of Moscow « _____ » _____ г.

RusNames, operator of the .PYC gTLD, (hereinafter referred to as “Operator”) represented by its Director, _____, acting on the basis of the Statute, on the one part, and [name of the organization-registrar] (hereinafter referred to as “Registrar”) represented by [position and name of representative of organization-registrar], acting on the basis of [document stipulating representative’s authority], on the other part,

In reference to:

the Registrar has met the Operator’s conditions set forth for accreditation of a legal entity as the domain names Registrar in top-level domains whose administration is exercised by the Operator, and

the Operator has taken a decision on accreditation of Registrar,

the Parties have executed present Accreditation Agreement (hereinafter referred to as “Agreement”) on the following.

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1. Subject of the Agreement

1.1. In accordance with the present Agreement, the Registrar shall have the right to perform the function of registrar of second-level domain names in top-level domains whose administration is exercised by the Operator. The Operator shall exercise control over Registrar's activities within the terms of the present Agreement in line with requirements set forth in it.

1.2. The sphere of Registrar's accreditation is set forth in Annex 1 "Sphere of Registrar's Accreditation" attached to the present Agreement.

1.3. The present Agreement shall serve as a basis for entering into a Contract for rendering services on securing access to domain names registers with a legal entity authorized by the Operator.

2. General Provisions

2.1. Terms and definitions used in the present Agreement:

Accreditation – the Operator verifies and confirms that the legal entity is competent in providing services on second-level domain names registration in top-level domains whose administration is exercised by the Operator; Sphere of accreditation – top-level domains wherein the Registrar shall have the right to render services on second-level domain names registration on the basis of accreditation issued by the Operator; Principal register (register) – the top-level domains central data base, which contains information on registered second-level domain names, administrators and other necessary information; Local register – a registrar's data base, which contains information on second-level domain names the support of the data on which is exercised by the Registrar.

Other terms and definitions used in the present Agreement are set forth in Terms and Conditions of second-level domain names registration approved by the Operator (hereinafter referred to as "Terms and Conditions").

2.2. Requirements to the legal entity accredited as a second-level domain names Registrar whose administration is exercised by the Operator are stipulated in Annex 2 "Requirements to Accredited Organization" attached to the present Agreement (hereinafter referred to as "Requirements to Accredited Organization").

2.3. The Registrar shall provide services on domain names registration on condition that he has at his disposal technical means including soft- and hardware complex. List of technical hardware and requirements to them are set forth by the legal entity authorized by the Operator.

2.4. In order to render services on domain names registration, the Registrar must conclude an Agreement on rendering services on securing access to domain names registers with the legal entity authorized by the Operator.

3. Rights and Obligations of the Parties

3.1. In its activity, the Registrar shall be bound to comply with the terms and conditions of the present Agreement within the accreditation validity period.

3.2. The Registrar shall be bound to immediately inform the Operator of circumstances, which can

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prevent him from exercising his duties as per the present Agreement, including situations where the Registrar discontinues meeting the Requirements set forth to accredited organization.

3.3. The Registrar shall be bound to conclude Contracts on rendering services on domain names registration and provide services without restriction irrespective of a territory and category of users, except for the cases where such restrictions have been set forth by the law of the Russian Federation.

3.4. The Registrar may not:

3.4.1. Condition providing services on domain names registration by forcing users to purchase other goods (works and services);

3.4.2. Set different prices on primary domain names registration services in one top-level domain depending on a registered domain name.

3.5. The Registrar shall be bound to perform functions of domain names Registrar im personae, except for the cases set forth in clause 3.6 of the present Agreement

3.6. The Registrar may engage a third party (partners) in interaction with domain names registration users, provided conditions set forth by clause 9 of the Requirements to accredited organization are met.

3.7. The Registrar shall be bound to ensure compliance with restrictions on operations with the domain name in cases as per the Terms and Conditions.

3.8. The Registrar shall be bound to notify the Operator within 1 (one) working day of introduction (cancellation) of restrictions on operations with the domain name and to transfer to the Operator copies of judgments by the court of law, which substantiate introduction (cancellation) of restrictions on operations with domain name. The Registrar shall forward the notification and copies of documents to the Operator's electronic mail addresses stipulated in clause 10 of the present Agreement.

3.9. The Operator shall have the right to exert control over Registrar's compliance with the Terms and Conditions of the present Agreement by conducting planned and unscheduled check-ups.

3.10. The Operator shall have the right to carry out planned check-ups not more than once a year. Notification on the planned check-up date shall be forwarded to the Registrar not later than within 10 (ten) working days before its commencement. Duration of the check-up can not exceed 30 (thirty) calendar days.

3.11. The Operator shall have the right to carry out an unscheduled check-up in the following cases:

3.11.1. Exercise control over how to put right breaches exposed by the Operator during a planned check-up; **3.11.2.** Receipt from law-enforcement agencies or government bodies of a request in writing about Registrar's breaches of terms and conditions of documents which regulate his operation as a domain names Registrar;

3.11.3. Receipt from legal entities, self-employed individuals or citizens complaints in writing

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regarding breaches by the Registrar of terms and conditions of documents which regulate his operations as a domain names Registrar;

3.11.4. Suspension of Registrar's accreditation.

3.12. During a check-up, the Operator shall have the right:

3.12.1. To request from the Registrar clarifications and documents related to the subject of the check-up;

3.12.2. To issue instructions to the Registrar regarding revealed breaches and to set out a timeline to put them right.

3.13. The Registrar shall be bound to inform the Operator in writing on whether the breaches revealed during the check-up have been put right.

3.14. Where revealed breaches have not been put right within the set timeline, the Registrar shall bear responsibility in compliance with article 4 of the present Agreement.

3.15. The Operator shall be bound to notify the Registrar of introduction of modifications and amendments to the present Agreement not later than within 30 (thirty) calendar days before those modifications and amendments are due to take effect.

3.16. Modifications and amendments to the present Agreement, which have taken effect, are binding for the Registrar. Where the Registrar does not agree with the introduced modifications and amendments, he shall have the right to terminate the present Agreement by sending to the Operator a notification on termination in writing, according to the procedure set forth by clause 8.3 of the present Agreement.

3.17. In exceptional cases, where the Operator shall consider that postponement of enforcement of modifications and amendments to the Terms and Conditions and to the present Agreement shall threaten security and stability of operability of the domain names system, the Operator shall have the right to take decision on an immediate effect of modifications and amendments. Meanwhile, the Registrar shall have the right to demand from the Operator reimbursement of expenses related to satisfaction of claims for indemnification to the third parties due to immediate modifications of the aforementioned documents.

3.18. The Operator shall be bound to post a current version of the Terms and Conditions and Accreditation Agreement, as well as previous versions of the said documents, on the official website of the Operator at: [REDACTED]

3.19. The Registrar shall have the right to use the Operator's name as well as his trade mark:

3.19.1. In order to notify users (administrators) about his accreditation as a domain names Registrar, particularly by posting it on the website of the Registrar on the Internet;

3.19.2. In case of conducting and (or) participating in marketing campaigns aimed at popularization of domain names registration system in the Russian Federation; the use of Operator's name in other cases shall be possible solely upon the Operator's a written consent.

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3.20. The Operator shall have the right to use the Registrar's name as well as his trade mark:

3.20.1. For posting on the Operator's official website at: _____, in order to notify users of the Registrar's accreditation;

3.20.2. In case of conducting marketing campaigns aimed at popularization of the domain names registration system in the Russian Federation.

4. Responsibility of the Parties

4.1. The Parties shall bear responsibility for non-compliance or improper compliance with the requirements of the present Agreement, as per the effective law of the Russian Federation and the present Agreement.

4.2. Where the Registrar fail to comply or he complies improperly with the requirements set forth by the Terms and Conditions and the present Agreement, the Operator shall have the right to apply sanctions in the form of warning, suspension of the Registrar's accredited status, or revoke the accreditation. The Operator shall notify the Registrar of application of sanctions in accordance with the requirements set forth in clause 9.5 of the present Agreement.

4.3. Notification of application of sanctions in the form of warning shall include a timeline within which the Registrar shall be bound to put right all revealed breaches, as well as notification of consequences for the Registrar in case the breaches are not put right within the set timeline.

4.4. The Operator shall have the right to suspend Registrar's accreditation where the Registrar has not put right the breaches within the timeline specified by the Operator.

4.5. The Operator shall have the right to revoke the Registrar's accreditation: 4.5.1. Where the Registrar has failed to put right all revealed breaches within 30 (thirty) calendar days since the date of the Operator's forwarding notification about suspension of accreditation; 4.5.2. Where a multiple (more than twice within one year of accreditation) suspension of Registrar's accreditation has taken place.

4.6. In case the Registrar's accredited status has been suspended, he shall have no right to register new domain names as of the date the sanctions have taken effect. Meanwhile, the Registrar shall be bound to exercise operations in support of domain names registered prior to the date the sanctions took effect.

4.7. Where accreditation has been suspended, the Operator shall have the right to renew the accreditation within 3 (three) working days since receipt of the Registrar's written notification which confirms that the revealed breaches have been put right.

4.8. Where sanctions set forth by clause 4.2 of the present Agreement have been applied or cancelled 4.2, the Operator shall notify the authorized person with whom the Registrar had entered into contract on rendering services on securing access to the domain names registers.

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5. Force Majeure Circumstances

5.1. The Parties shall be freed of responsibilities for partial or total non-compliance with the requirements of the Agreement where such non-compliance has resulted from force majeure circumstances, which arose after the Contract had been concluded, and which the Party breaching the Agreement in full or in part could not foresee nor avert, by reasonable means.

5.2. Where there are force majeure circumstances the Party exposed to such circumstances shall be bound to notify of them the other Party within the shortest possible time.

6. Confidentiality

6.1. Confidential information includes facts and details which have tangible and potential commercial value due to their unavailability to third persons and which are not in free access on legal grounds and in relation to which the owner takes measures to secure their confidentiality.

6.2. The Parties recognize as confidential information whatever facts or details about one Party received by the other Party (its employers) except facts and details:

6.2.1. Disclosed and revealed by the first Party independently or with its consent;

6.2.2. Independently obtained by the other Party by lawful means from third persons who have substantiated ownership disposable rights to information;

6.2.3. Which were sanctioned for disclosure by the first Party due to assumed obligations related to free exchange of information or change of circumstances leading to inappropriateness of further protection of information which represented commercial and official secret.

6.3. The Party which receives confidential information shall be bound under no circumstances divulge, provide or disseminate documents or other types of information relevant to the relations between the Parties without implicit written consent of the other Party except cases envisaged by the effective law of the Russian Federation.

6.4. For the entire term of the present Agreement the Party shall have no right to use confidential information received from the other Party in its business activity including its use in production, transfer to other persons on the basis of contracts, and to put said information into business for whatever purposes and (or) assist in that to other persons.

7. Resolution of disputes

7.1. All disputes and discrepancies which may arise between the Parties as per the present Agreement shall be resolved by way of negotiations between representatives authorized by the Parties on the basis of the effective law of the Russian Federation. At that, the period of negotiations on the settlement of disputes may not last more than 30 (thirty) calendar days from the origin of dispute.

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7.2. Where the Parties have failed to resolve disputes by means of negotiations, then disputes shall be resolved according to procedure set forth by the effective law of the Russian Federation in the Arbitration Court of Moscow.

8. Duration of the Agreement, the Agreement Termination Procedure

8.1. The present Agreement shall take effect as of the date of its signing by the Parties and is effective within 3 (three) years from the date of passing by the Operator of the decision on accreditation. Where the Registrar has been accredited by the Operator before -----October 2009, the following version shall be used: "The Present Agreement will take effect as of the date of its signing by the parties and will be valid through (date, month, year)."

8.2. The validity of the present Agreement may be extended for the next term of 3 (three) years on condition that the Operator shall extend the term of accreditation according to the procedure set forth in Annex 3 to the present Agreement "Provision of procedure for extension of accreditation validity period".

8.3. The present Agreement may be terminated on the basis of a written agreement of the Parties. The Party intending to terminate the present Agreement shall be bound to notify the other Party in writing of the termination not later than in 90 (ninety) days prior to the intended termination date.

8.4. Termination procedure stipulated by clause 8.3 of the present Agreement shall not be applied where the Agreement is terminated in line with clause 8.5 of the present Agreement.

8.5. The present Agreement may be terminated by the Operator in a unilateral order in the following cases:

8.5.1. The Operator has exposed serious distortions and inaccuracies in the documents which have served as the basis for taking decision on accreditation and which could have influenced the decision of the Operator;

8.5.2. Registrar's accreditation has been revoked;

8.5.3. Registrar's activity shall threaten stability, security and resilience of functionality of the registers, registration systems, domain names systems;

8.5.4. The Registrar has been declared insolvent (bankrupt).

8.6. The Operator shall be bound to notify the Registrar of termination of the Agreement not later than in 45 (forty five) days prior to the supposed termination date.

8.7. The Parties shall agree that termination of the present Agreement does not terminate their obligations regarding integrity and safety of the information received from the users (administrators) in connection with rendering services on domain names registration.

8.8. Where the present Agreement has been terminated on whatever account, as well as where the Agreement has been declared invalid (on the whole or in any part thereof), the Registrar shall be bound to take measures aimed at ensuring interests of administrators and integrity of facts and

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details about the domain names whose information support he is exercising. In the event where necessary the Registrar shall take steps directed to transfer full information on registered domain names and administrators to the Operator or a new Registrar indicated by the Operator. The Operator shall determine the procedure and timeline needed to transfer the information.

8.9. Where the present Agreement has been terminated on whatever account, as well as where the Agreement has been declared invalid (on the whole or in any part thereof), the Operator shall be bound to take measures aimed at ensuring interests of administrators and integrity of facts and details about the domain names whose information support is exercised by the Register.

8.10. Termination of the present Agreement shall not result in disposition of rights of administrators on domain names whose information support has been exercised by the Registrar.

9. Closing provisions

9.1. The present Agreement has been made and executed in two originals, each having equal validity, a copy for each Party.

9.2. All Annexes to the present Agreement shall be its integral part.

9.3. The Registrar hereby shall confirm that he has familiarized himself with all the documents regulating activities on providing domain names registration services and endorsed by the Operator.

9.4. The Registrar may not surrender rights and obligations as per the present Agreement.

9.5. All notifications and (or) messages specified by the present Agreement shall be sent in writing at the postal address indicated in clause 10 of the present Agreement and, simultaneously, by electronic mail at the address indicated in clause 10 of the present Agreement.

9.6. The Parties shall be bound to inform each other of changes in requisites indicated in clause 10 of the present Agreement within 10 (ten) calendar days prior to such changes are due to take effect.

10. Addresses and bank account information of the Parties

Operator

Registration:

Postal address:

Telephone/fax:

E-mail:

Banking information: Registrar

Registration:

Postal address:

Telephone/fax:

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E-mail:

Banking information:

Signatures of the Parties:

Operator

Registrar

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Annex 1

to Accreditation Agreement №_____ of _____

Sphere of Registrar's Accreditation

Autonomous not-for-profit organization "Coordination Center for TLD PYC" (hereinafter referred to as "Operator") represented by its Director, _____ acting on the basis of the Statute, on the one part, confirms that

(name of Organization)

on the basis of Accreditation Agreement №_____ of _____

has been empowered to exercise activities on rendering services of second-level domain names in the following top level domains:

(list of domains)

Operator

Registrar

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Annex 2

To Accreditation Agreement №_____ of _____

Requirements to accredited organization (Registrar)

In order to ensure stability and security of the Russian segment of the Internet, improvement of quality of services related to domain names registration, and to securing an equal access of the users to domain names registration, the Operator shall set forth the following requirements to organizations accredited for rendering services of second-level domain names registration in top level domains whose administration is exercised by the Operator.

1. The Registrar shall be bound:

- 1.1.** To sustain a stable financial state sufficient for funding operating activities related to domain names registration;
- 1.2.** To timely appropriate professional indemnity insurance cover in connection with the activity on domain names registration in the amount not less than 30.000.000 (thirty million) Rubles;
- 1.3.** To use certified means where their use is required by the effective normative documents;
- 1.4.** To meet all necessary requirements on processing personal details set forth by the effective law of the Russian Federation.

2. In order to be able to provide services on domain names registration, the Registrar shall be bound to dispose of a required number of qualified employers of the following divisions:

- administrative and financial service;
- technical service;
- employers responsible for protecting information;
- legal service;
- employers responsible for contacts with law enforcement agencies.

3. The Registrar shall be bound to have an office facility properly equipped for receiving visitors.

4. The Registrar shall be bound to post and timely renew on his site on registration activity the following information:

4.1. Registrar's contact details:

- office registration (effective address);
- contact telephone and telefax numbers;
- electronic mail addresses of the users support service;

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- Registrar's office hours where visitors are being received;
- support service hours.

4.2. Documents for users which describe the following procedures:

- conclusion of a contract on providing services on domain names registration;
- domain names registration;
- extension of domain name registration validity period;
- domain name delegation;
- change of domain name details;
- change of the domain names administrator's details;
- transfer of the domain name administration rights;
- transfer of the domain name information support to another registrar;
- resolution of disputes on domain names.

4.3. Reference to the Terms and Conditions and other documents regulating Registrar's activities.

5. Registrar shall be bound to preserve within the lifetime of the present Agreement and within three years upon its termination full information on his or his partners' transactions in connection with domain names registration, including:

- 5.1.** Contracts with users (administrators) on providing services on domain names registration;
- 5.2.** Copies of documents confirming information required for users (administrators) identification;
- 5.3.** Application by users (administrators) about changes of information in register; results of execution of the applications; data (value) of respective fields in the register before and after introducing changes;
- 5.4.** Inquiries, requests, notifications sent by the Registrar to users (administrators); responses of users (administrators) on the said requests, notifications and information;
- 5.5.** Inquiries in connection with disputes on domain names whose information support has been exercised (is being exercised) by the Registrar, Registrar's answers to said requests;
- 5.6.** Inquiries in connection with the processing of personal details, including requests from law enforcement agencies, courts of law, requests from lawyers; Registrar's answers to the said requests and inquiries.

6. The Registrar shall be bound to guarantee:

- 6.1.** Information backup on transactions conducted in connection with domain names registration;
- 6.2.** Maintenance of archives in the electronic form and the hard-copy records with the possibility to

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search and select details related to a domain name and (or) administrator and containing a full record of changes of these details;

6.3. Conditions which ensure information integrity on physical mediums in case of emergency (fires, floods, etc.).

7. The Registrar shall be bound to take all necessary organizational and technical steps directed to protecting data, which he has obtained while executing functions as domain names registrar from an unlawful and (or) accidental access, destruction, modification, blockage, copying, dissemination, as well as other unlawful actions in connection with its processing. The Registrar shall be bound to use certified means of cryptographic protection where their application is specified by provisions of the effective law of the Russian Federation.

8. The Registrar shall be bound to maintain recoding service system, which takes into account features of providing services on domain names registration.

9. Where third persons (partners) are invited for interaction with the users, the Registrar shall be bound to ensure compliance with the following requirements:

9.1. Registrar's partner may be legal entity of individual businessman;

9.2. The Registrar shall be bound to enter into contract with the partner in writing, which envisages requirements for interaction between the partner and the Registrar, users and administrators;

9.3. The contract between the Register and the partner should include the following obligations on the part of the partner:

9.3.1. To meet the Operator's requirements, which regulate domain names registration activity, including the Terms and Conditions;

9.3.2. To honor requirements set forth to processing personal data of users and administrators established by the law of the Russian Federation;

9.4. Registrar's partner shall be bound:

9.4.1. To notify users of the fact that he acts under the contract with the Registrar;

9.4.2. To post on his website links to the Terms and Conditions and to other regulating documents;

9.5. Registrar's partner may not divulge to users information about himself as an accredited by the Operator Registrar.

10. The Registrar shall be bound to submit on the Operator and third persons' request all information regarding partner relations with the person referenced to therein.

11. The Registrar shall be bound to control partner's activity exercised in connection with domain names registration.

12. The Registrar shall be bound to maintain WHOIS service, which provides information from the Registrar's Local register by the protocol provided for by IETF RFC 3912, as well as via web interface

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on the Registrar's site.

12.1. The Registrar shall be bound, by means of WHOIS service, provide the following data:

- domain name;
- provide domain name (solely for Cyrillic domain names);
- names of the domain name's DNS servers names; IP addresses of the domain name's DNS servers where it is envisaged by technical requirements;
- details on domain name delegation;
- name of the administrator (where individual person is the administrator ,unless there is his consent in writing, details should be provided in an impersonal form);
- administrator's electronic mail addresses;
- administrator's telephone and telefax (where there are telefaxes) numbers;
- identifier of the registrar who exercises domain name information support;
- registration date of the domain name;
- expiry date of the domain name registration term.

12.2. The Registrar shall have the right to extend the volume of information provided by WHOIS service, unless it does not contradict the terms and conditions of the contract on rendering services on domain names registration signed between the Registrar and the user.

13. The Registrar shall be bound to post on his website on registration activity terms and conditions related to the use of WHOIS service including:

13.1. Restrictions on the use of information obtained by means of the service;

13.2. Restrictions on an inadmissible activity by Users while employing the service

14. The Registrar shall be bound:

14.1. To ensure the operational presence of not less than two DNS servers;

14.2. To ensure support of the primary and secondary zones for domain names whose information support is being exercised by the Registrar.

15. The Registrar shall be bound to ensure a stable functioning of hard- and software complex in case of failure of equipment, electricity and communication systems; have at his disposal data backup ensuring total restoration of the data in the event of any failure of the system to the its baseline condition as of the moment of 24 hours prior to the failure.

16. The Registrar shall be bound to have at his disposal means of protection against actions of third persons directed at obtaining an unauthorized access to the hard- and software complex of the Registrar or at breaking its normal functioning.

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Operator

Registrar

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Annex 3

To Accreditation Agreement № _____ of _____

Procedure for extension of accreditation validity period

1. To extend the accreditation validity period the Registrar shall submit to the Operator an application in writing in the form set forth in Annex 4 to Accreditation Agreement “Application on extension of the accreditation validity period” not earlier than in 120 (one hundred and twenty) but not later than in 60 (sixty) calendar days prior to the termination date of the Accreditation Agreement (hereinafter referred to as “Agreement”).

2. Application is accompanied by:

2.1. Questionnaire in the form set forth in Annex 5 to the Agreement “Registrar’s Questionnaire”;

2.2. Copies of the Registrar’s statutory documents certified by the person authorized by the Registrar and the Registrar’s seal affixed where within the lifetime of the Agreement changes have been introduced into the statutory documents;

2.3. An excerpt from the Single State Legal Entities Register dated not earlier than 30 (thirty) calendar days prior to the application date;

2.4. A copy of the insurance policy which confirms the professional indemnity insurance cover of the Registrar in connection with the activity on domain names registration in the amount not less than 30.000.000 (thirty million) Rubles certified by the person authorized by the Registrar and the Registrar’s seal affixed;

2.5. A copy of the balance sheet (form 1, form 2) for the reporting period preceding the date of submission of the application and certified by the Registrar’s authorized person and the Registrar’s seal affixed;

2.6. Copies of documents certified by the Registrar’s seal affixed, which confirm the signer’s authority;

2.7. An anagraph of documents submitted by the Registrar and certified by the Registrar’s authorized person and by Registrar’s seal affixed.

3. The Registrar shall submit the documents specified in clause 2 of the present Procedure to the Operator in hard copy by mailing them to the Operator’s postal address indicated on his official site



4. The Operator shall accept the Registrar’s application and shall maintain their record in the registration log by indicating an entry number and the application submission date. A copy of the application with a note of acceptance shall be returned to the Registrar.

5. The Operator shall, within 3 (three) working days, exercise a preliminary examination of consistency of the application submitted by the Registrar with formal indications.

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6. The Operator may reject Registrar's application on reasonable grounds prior to its processing where the composition and the form of documents submitted by the Registrar do not meet the requirements set forth by clause 2 of the present Procedure.

7. The Operator shall process Registrar's application within 30 (thirty) calendar days as of the submission date of the application.

8. While processing the application, the Operator may request additional data on Registrar's activity related to domain names registration, and the Registrar shall be bound to submit them within the timeline set by the Operator. The timeline needed for the processing of the application set forth in clause 7 of the present Procedure is extended for a period required for submission by the Registrar of additional data.

9. Following results of processing of the Registrar's application, the Operator shall take decision on extension of the accreditation validity period or on refusal to extend the accreditation validity period and shall notify the Registrar of it within 3 (three) working days as of the date the decision was made by means of electronic mail at the addresses indicated in the Agreement, as well as in writing - at the postal address indicated in the Agreement.

10. The Operator may take a decision to refuse to extend the accreditation validity period in the following cases:

10.1. The Registrar has failed to submit the application and (or) documents specified in clause 2 of the present Procedure within the prescribed time limit;

10.2. Registrar's accreditation has been suspended as of the date of application;

10.3. The Registrar has failed to submit the details specified in clause 8 of the present Procedure within the prescribed time limit.

11. Where the Operator shall take decision to extend the accreditation validity period, the lifetime of the Agreement shall be extended for next term.

12. The Operator shall guarantee that the documents and information submitted to him by the Registrar shall be used exclusively in order to conduct the accreditation validity period extension procedure.

Operator

Registrar

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Annex 4

To Accreditation Agreement №_____ of _____

Application of the Registrar on extension of the accreditation validity period

[The Organization's letterhead]

To: Director

Coordination Center

for .PYC gTLD

Application on extension of the accreditation validity period on behalf of the domain names Registrar

(name of Organization)

Represented by _____, (name in full)

Acting under _____

Requests extension of the accreditation validity period as domain names registrar in domain (s)
_____.

(name of Organization)

Confirms that it meets requirements set forth to accredited organizations and gives consent for future check-ups and examinations.

(name of organization)

confirms that the submitted data is complete and authentic.

(position of the authorized person of the Organization)

(signature, name in full)

seal.

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Note. Where application is signed by a person other than the Organization's Director, the application shall be accompanied with a document which confirms the signer's authority.

Operator

Registrar

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Annex 5

To Accreditation Agreement №_____ of _____

Registrar's Questionnaire (for extending the accreditation validity period)

The registrar shall be bound to provide detailed and comprehensive answers to each question. Annexes and references to accompanying documents shall be provided, if necessary.

1. Organization's Data.

- 1.1. Name of Organization in full in accordance with statutory documents.
- 1.2. Organization's residence in accordance with statutory documents.
- 1.3. Surname, name, patronymic and position of the Organization's director.
- 1.4. Organization's postal address.
- 1.5. Electronic mail address for the use in administrative correspondence.
- 1.6. Telephone and telefax numbers.
- 1.7. Organization's bank account data.
- 1.8. Organization's website address used for its operations as Registrar.
- 1.9. Surname, name, patronymic, contact telephone number, e-mail address of a person responsible for Organization's accreditation.

2. Organization's types of activity.

3. Staff Data.

Data shall include details of the number of personnel who exercise activity in connection with domain names registration services, including name in full, position, contact details of the department head, and the number of employees in the department.

- 3.1. Administrative-financial service.
 - 3.2. Technical service.
 - 3.3. Legal service.
 - 3.4. Employees responsible for interaction with law-enforcement agencies, including preparation of answers to inquiries.
- 4. Please describe the procedure for** maintenance of data archives (both electronic and hard-copy ones) related to the Registrar's activity connected with domain names registration; procedure for search and recovery of documents from the archives.

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5. Please describe procedure for accounting the services in connection with domain names registration.

6. Please indicate where automatic distribution of notifications to Users is applied; method and procedure of notifying Users (Administrators), including notifications on expiry of the domain names registration validity period.

7. General technical data.

7.1. Please indicate the list of equipment and software used in the Registrar's hardware and software complex and their technical specifications.

7.2. Please describe ways of ensuring resiliency of the hard- and software complex in the event of equipment failure and breaks of electricity supply systems and communication lines.

7.3. Please indicate a complete data recovery period for the local Register in the event of emergency situations, equipment failures; methods for data recovery, which preclude from data loss.

7.4. Please describe ways of ensuring data (registration data, executed transactions) safety in the event the Registrar's hard- and software complex is down, as well as in the event of an unauthorized access and its consequences, emergency situations (fire, etc); resources for the total data recovery; ways of ensuring data safety, including those in the event of a failure during the period of data copying or recovery.

7.5. Please describe ways of protection of an Organization's hard- and software complex from attacks, hacking or other ways of disruption of the normal functioning of the system.

7.6. Please describe the User authentication means and procedures of identification of their powers.

7.7. Please indicate the number, location, names and IP-addresses of DNS servers for domain names whose information support will be exercised by the Organization; their technical specifications.

8. WHOIS service.

8.1. Please indicate the address of the WHOIS server that processes inquiries on port 43; the address of the WHOIS server for Users' access via web interface.

8.2. Please describe types of responses by the WHOIS server in the event of inquiries via port 43 and web interface. In the event the volume of provided information surpasses the one set forth by the Requirements to the accredited organization, please give reasons for that.

8.3. Please quote the procedure for the use of the WHOIS service, including restrictions on the use of information obtained by means of the said service, as well as restrictions on an inadmissible activity by Users while employing the service.

8.4. Please enumerate means envisaged for exposing and restricting the Users' inadmissible activity while using the WHOIS service; criteria to the User's inadmissible activity.

9. Information of on disputes resolution procedures.

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9.1. Please provide information on users' complaints received in connection with domain names registration whose information support is being exercised or has been exercised by the Registrar.

9.2. Please describe procedure designed for resolution of disputes which arise in connection with registration of domain names whose information support has been exercised by the Registrar.

10. Please provide data on the way of interaction with partners

10.1. Please indicate the number of persons authorized by the Registrar as of the application submission date.

10.2. Please describe the way the Registrar exerts control over partners' activities carried out in connection with domain names registration.

Operator

Registrar