



**Sub/IQ Registrar Contract.**

**The First Party (CMC)**

**Address .....**

**(The Second Party),**

**It's Address .....**

Reference to the powers granted to CMC under Section 5/ Tasks of Order 65 of 2004 in force, the First Party (**CMC**) grants a non transferable license for the Second Party (**Registrar**) in accordance with the rules and conditions of this contract to provide names registration service under the Iraqi domain (**.IQ**) for the public.

Now thereof, the two Parties have agreed on the following:

**1: Definitions**

Top-level domain: the Iraqi domain name (**.IQ**).

**CMC:** Communications and Media Commission, which is responsible for the management of Iraqi domain registration, registration system, and name database.

**Domain name registration service:** is the service of registration domain name from the second level directly under the top-level domain, or from the third-level domain under the national domains reserved by the registry such as “net.iq, com.iq, org.iq, gov.iq, ...etc” which include registration, cancellation, transfer, renew or suspend domain name.

**Registrar:** is the party who is granted the right to provide domain name registration service.



**Registrar Contract:** is the contract concluded to grant the registrar a license to provide domain name registration service for the Registrant. This contract gives the Registrar an access to name registration system so it could provide the service in accordance with the objectives of this agreement.

**Registrar name:** is the domain name leased for the Registrant.

**Registry System:** is the system run by CMC to register names under the domain (.iq) including registry database contained all reserved names, and related data that have been built during the registration process, used to build name and information records Whois Queries.

**Registrant:** is a natural or legal person reserve or wish to reserve national domain name to him and meet the registrant requirement set out in CMC general accepted policy.

**Personal data:** is the personal data of an Applicant.

**Confidential information :** it is all personal or non-personal data related to any registrar's or registrant's name which introduce during the registration process as confidential information.

**ICANN:** it is international organization responsible for regulating names and number reservation on internet.

Any term used in this document without explanation above, its explanation attributed to context.



## **2. General Conditions:**

- 1- The general policy of names registration service under Iraqi domain, which determined by CMC, is deemed an integral part of this agreement.
- 2- CMC's commitments are amendable, at its own discretion, in consistent with the public interest and ICANN requirements. The Registrar has to commit the immediate amendments on this document according to laws, instructions and regulations issued in this regard.
- 3- Under this document, Registrar is granted a non-exclusive, limited, and non-transferable license, by which it is empowered to provide domain name registration service under the domain .iq and perspective (.Iraq).

## **3: Registrar Obligations:**

1. Registrar-Registrant contract format should correspond with the general conditions for the domain names registration and with the Terms contained in this Agreement.
2. The Registrar should get the approval of CMC on the Register-Registrant contract format.
3. Made a systematic registration contract with the registrant and documented and signed by the parties.
4. Fill out a domain reservation form, signed by the Registrar and the Registrant, and provided CMC with an electronic copy directly upon registration.
5. Provide complete, correct and accurate information to its Registrant and to CMC.
6. Validation of the information and the documents submitted by the Registrants (**for example, to be certified by the relevant authorities**), receipt and submission a copy to CMC within a maximum of fifteen days.
7. Registrar - as part of the registration process - shall bear the responsibility of providing full, correct, accurate and reliable data for all registered names, in accordance with the conditions of service



required for registration system under Iraqi domain names .IQ. Registrar shall always have to correct and update data of the Registrant immediately after receipt of any amendments to these data.

8. Registrar shall commit to periodic verification process of contact information associated to its registrants. If the Registrar became aware of false or incorrect information associated with one of its registrant, it should take reasonable and appropriate steps to notify the registrant and correct this information, and inform CMC about any amendments.
9. Registrar shall retain, for the whole period its certified as a registrar, an electronic database that contains data of its registrants (domain name - full name of the owner of the domain name - identity of the owner of the domain name (individual - a company - a government institution ....etc) - names of each of the main and secondary servers - date of registration of domain name, the expiration and renewal dates - postal address, email address and phone number, if any, fax number for each of: the owner of the domain name, the chief administrative and technical official). It shall send an electronic copy every 15 days, which is deemed an official document.

As an integral part of the application process and renewal, the Registrar acknowledges that it has read and shall make available to the registrants and bind them to observe:

1. The general policy of the Iraq domain name registration as being amended from time to time and as published in CMC's website.
2. CMC applicable policies for resolving conflicts as amended from time to time and as published in CMC's website.



10. The registrar should make a contract or to maintain the technical infrastructure system to provide the registrar services, which includes the following:
  - Fixed and high-speed internet connection
  - Secure server to host the registrar program, in addition to provide, keep and maintain the website of the registrar, for the purpose of providing registrar services.
11. The registrar shall use Application Programming Interface for the registration system, and the registration system in accordance with the same requirements set by CMC and the registry operator. In this regard, the Registrar should logically program and/or purchase what is necessary to ensure the compliance with the registered program.
12. The Registrar shall provide technical and administrative support to the registrants who subordinate it. The registrar should also, upon a request by CMC, submit the policies of its services to registrants (such as hours of operation, availability of telephone support and access to support via e-mail, etc.) and post such on its website.
13. CMC has the right to determine the applicability and appropriateness of policies posted from time to time with respect to the registration of top-level Iraqi domain names. Based on CMC guidelines, the Registrar and the registrant must apply and implement the policies issued by CMC. Including but not limited to, Registrar shall demand the registrant – prior to registration of a name in the top-level system - to adhere to the commitments, which will include links to the policies posted on CMC’s website.





14. Providing registration, renewal, cancellation and transfer services for domain names under Iraqi domain .IQ, so to make sure the availability of the name before accepting the registration applications.
15. The registrar shall provide services entrusted to it for the duration of the adoption registrar to inform the CMC in case of its inability to perform these services within a maximum period of fifteen working days.
16. The registrar shall reject any application for registration of a domain name does not meet the policies of the CMC.
17. The registrar is committed to accept a request to transfer a domain name submitted by the registrant to any other registrars, refrain from delay or impede or prevent the transport operation, after verification of the validity of the data contained in the request of transfer in accordance with the policies of CMC.
18. Collect fees from registrants for the provided services.
19. Provide technical support to the registrants, resolve all technical problems, and ensure the readiness and continuity of service.
20. Secure the necessary technical possibilities to ensure the protection of contact with CMC from penetration. The registrar is responsible for any breach resulting from contact with CMC.
21. The Registrar acknowledges that will be published the name, logo and link of registrant on CMC's website.
22. The registrar offers on its website the accurate contact details, including effective mailing address.



23. The registrar prevents a domain name registration for extortion and speculation.
24. Registrar shall comply with all the provisions of this Agreement and the applicable laws of the Republic of Iraq.

#### **4: Registrar Rights:**

CMC grant the registrar non-exclusive, non-transferable and free of property rights license to use registration system during this contract period as following:

- 1- This license is granted only for names registration on top Iraqi code domains and updated it by the joint registration system, CMC reserve all the rights in registration system.
- 2- The registrar agrees not to use directly or indirectly to reverse, dismantling, or removing engineering design or otherwise trying to derive source of code or other commercial secrets for the registration system.
- 3- the registrar agrees not use registration system for the purpose of communicating with, access or control over the system (**systems**) except that CMC determine.
- 4- The registrar agrees not to use registration system deliberately or inadvertently that abuse the use, whereas the word "bad use" means any act or conduct leads, as CMC see, to obstruct efforts being made by the other party for the purpose of communication with, access to or control over the registration system.
- 5- Registrar for the authorized access to the data related with registration system as service required.

- 6- It will be allowed for the registrar to provide the services of registering domain names under the Iraqi domain (.IQ) whereas domain numbers recorded by number corresponding to the amount of paid insurance.
- 7- The registrar can submit a written request to retrieval some of the insurances provided that remaining amount from the insurances are enough to cover the number of registered domains via CMC's written approval.

### **5: CMC Obligations:**

- 1- Receive the registration data of names and information on (**name services**) from the registrar.
- 2- Provide information on registration status to the registrar.
- 3- Manage and operate (**DNS**) servers, registration files of Iraqi domain (.IQ), and publish the necessary information on names registration and name servers under these two domains.
- 4- CMC obligate on non-disclosure of confidential information to any third party unless there is legal, security, supervisory and judicial reason.
- 5- CMC is responsible for the maintenance of registration system and names database, take the necessary procedures to protect these data from lost, bad use, unauthorized disclosure, amendment, sabotage or penetration.
- 6- CMC grants the registrar - according to this license- the authorized access to the registration system according to service requirements and what determined by this agreement, but this license doesn't entitle the registrar to impose any condition on CMC.
- 7-





## **6: CMC Rights:**

- 1- Make a final audit and inspection operations for three working days on the registered names and thus acceptance or rejection the registered names.
- 2- Terminate the contract in any time if there is legal and judicial reason according with article “**Terminate the License**” ***stated in this contract.***
- 3- Suspend the registration of any domain name booked by the Registrar in case of non-conformity with the general conditions for the service of registration names under Iraqi domain (.IQ), and gives the Registrar a period not exceeding thirty days to correct the situation with the registrant.
- 4- Amend this contract, according to its terms and conditions.
- 5- CMC has the right to delete any site is disproportionate with CMC guidelines and instructions ***without any legal or financial penalties on CMC.***

## **7. General Provisions**

1. This contract is signed between the parties on two original copies, each party reserve its original one.
2. Registrar can start working under this license from the date of signing the contract.



3. The term of license is one year starts from the date of being in force and renewed upon request and CMC approving at the end of the term, unless terminated for some reason in accordance with the terms of this contract.
4. In case of amendment the license by CMC, the Registrar can choose between accepting these amendments or canceling the contract, by directing a written request within thirty days from the date of receiving the amendments under his desire to terminate this contract immediately. In the event of not receiving the cancellation request to CMC within the time limit specified above, the Registrar considers that has approved these amendments and committed the terms of the new contract.
5. The contract does not give the parties any kind of employer- user relationship, agency relationship, a partnership, or any other relation of any kind. The Registrar should not include CMC in a relation of any kind with a third party whatsoever.
6. **Assignment:** the Registrar is not entitled to assignment his right granted under this license to any other party.
7. The acceptance of applications with approval by the Registrant does not oblige CMC to approve for registration the domain unless compliance with CMC guidelines and instructions.



8. **Force Majeure:** the Registrar will not be responsible for any loss or damage resulting from any cause beyond the control or in the event of Force Majeure (including but not limitation: emergencies, lightning, floods, or hurricanes). If it is happened and affecting the performance of the Registrar, he will be exempted from his obligations (**except the financial ones**), for a period not exceeding ninety days from the occurrence of such a force, provided that doing his best to avoid or remove the causes of such a force as soon as possible.

### **8. Privacy and Security of Confidential Information**

1. The Registrar is committed to develop and use all the technologies needed to connect its system with the registration system safely so as to ensure the protection of all data exchanged between itself and the registration system from disclosure to others. It must obtain a prior approval from CMC on any program or application wants to use to connect with the registration and exchange information. It is responsible to take all security and physical measures, and the appropriate operating procedures to maintain the confidentiality and security of this information.
2. The Registrar undertakes not to use confidential information for any reason except for work-related purposes in accordance with this license, or implement its obligations under this document, including the lack of access to such confidential information in any work or benefit out of the service limits specified in this license.
3. The Registrar shall not disclose any of such confidential information to others, modify or remove any logos or observations concerning copyright that appear on any of this confidential information.
4. The Registrar shall inform CMC immediately of any hacks of the registration systems and the servers thereto.



5. The Registrar is committed to take all necessary measures to prevent using the granted right to access to the registration system and exploited by him that damaging CMC systems as making a large number of unnecessary automated electronic process that sending search message Queries or data to CMC systems, or any other registration director related with (ICANN) organization, or any accredited registrar.

## 9. Fees and Insurances

The Registrar agrees to pay to CMC all the required fees for a Registrar license which is identified under this license in the following Terms. CMC has the right to amend these fees; provided that the Registrar is being informed with these amendments before it become in force after appropriate duration determined by CMC.

- **Insurances:** it will be deposited (15) Fifteen Million Iraqi Dinars for the parties inside Iraq or 15 Fifteen Thousand Dollars for the parties outside Iraq in CMC balance as insurances for the companies. This amount is a fee to accept this license and a balance allocated to fulfill CMC fees resulting from the Registrar at the registration on domains or renewed for the benefit of its Registrant. This balance is fed by the (Registrar) periodically. The Registrar regains the rest of this balance in the event of termination or canceling the license accreditation, after deducting the dues amount by the Registrar, leaving the estimation for CMC. The insurance amount to CMC is to ensure the Registrar proper performance, commitment, and using it when the need for compensation on the damage due to his failure in achieving his commitment. If the insurance balance has finished, the license suspended and the Registrar is granted a (15) working days to settle the conditions, the registration of the new domain names until renewing domain names previously registered. In case of the expiration of the



specified period without feeding the balance by the Registrar, CMC has the right to terminate the license and fulfill all the financial obligations, after warning the Registrar to commitment. In case of the non- response, CMC has the right to revoke the license without demanding any compensation by the second party.

- **Registration Fees:** the fees are set forth in the Annex of the domain name registration prices and published in CMC website.
- The Contract is subject to all the fees and taxes legally approved and according to the specified percentages in the legislations in force, where the sum (0.002) it has been paid as a stamp fee upon signing the Contract, and a letter is been released to the General Authority at the end of the financial year of the amounts actually achieved as a revenue for the Registrar and according to CMC records. Due to lack of knowledge the annual income volume for each Registrar, but at the end of the financial year.

#### **10: Compensation for damage by Registrar:**

The registrar undertakes not to use the authority granted to him under this license to abuse anyone, attack any site, or cause any damage of any kind to CMC or any other party. It will be responsible for compensation any damage, claim, injury, complaint or injustice caused to CMC; its employees and their representatives and all related, and it must pay all costs, damages and expenses related to its work within a period not exceeding thirty days of the request for compensation.





### **11: Compensation for damage by Registrants:**

The registrar must ensure in the agreement (**Registrar-Registrant**) what CMC will impose on the registrant of compensation for the damage in the event of using the reserved domain name for its benefit in a way violates the general conditions of name registration service under Iraqi domain .IQ, or caused any damage to the CMC or its employees, agents, or regulations. In case of stopping the domain name on the registrant by CMC, it has no right to claim CMC with any compensation and the registrant, as a result, bear all costs and expenses may arise from such damage, under penalty of cancellation or suspend this domain, and prosecuted.

### **12. Restrictions on reserved names:**

1. In addition to the necessity of consensus reserved names with standards, policies and procedures set by (**ICANN**) organization, the Registrar agrees to comply with all legislation and laws regulated for the service and specified under the general conditions of the name registration service under Iraqi domain (**.IQ**). These conditions are an integral part of this Agreement, and any breach of these conditions can be made the registered to lose eligibility and may lead to withdraw its license.
2. Registrar agrees that if there is a dispute over the timing to introduce any name of the reserved names in names database, the timing shown in CMC names records is the accepted timing.
3. Registrant has the right to transfer the reserved name to another registrar, and become the new registrar responsible for this name from the date of transfer, and financially from the date of renewal the name



registration. The financial issues are filtered between the registrant and the old registrar with a procedure made by the registrar in accordance with the registrar – registrant agreement. The old and new registrar shall inform CMC with the emergency amendments.

### **13. Termination of License:**

The specified license under this Contract is terminated in several cases, according to what stated below. In the event of cancellation, the Registrar shall transfer all the names registered for the benefit of his Registrant to other Registrar and settle all the financial and administrative issues, and all the obligations towards his Registrant. In case of failure to settle these issues, CMC has the right to confiscate the final insurance to settle on his behalf. CMC shall accept the registration of all names registered by the Registrar before the expiry of his license as long as he paid all the arising financial issues. CMC, as appropriate, may stop the license for a temporary period and granting the Registrar a deadline to correct the situation, however the license terminated permanently. The cases of suspension or termination summarized as following:

- If the Registrar did not abide to pay the reserved names in accordance with the Contract within Thirty days of the notification, the license suspended and granting a 15- day deadline to settle the situation. In case of expiration without being settled, the license terminated and all the financial obligations resulting from the final insurance are fulfilled.
- If the Registrar violate any provision of this Contract or the general conditions of the names registration service under the Iraqi domain .IQ, CMC will direct a written warning to correct his situation not more than



fifteen days from the date of receiving the warning, if he did not correct the error within the deadline, the license will be terminated permanently.

- If there is a significant distortion, actual inaccuracies, or significantly misleading statement under his request for being a Registrar or any attached document with the application.
- In the event of the Registrar's bankruptcy, seizure his property, or inability to pay.
- Terminate the license at the request of the Registrar: the Registrar can terminate his license at any moment under a written letter addressed to CMC, then the Registrar stop accepting service request from the Registrant and granted a **30-day** deadline to transfer all his Registrants to any other Registrar or to CMC and settle all related financial and administrative issues, and clearance of all financial and legal obligations with CMC. In case of the unresolved the arising financial dues, CMC will use the final insurance and accept the registration of all names registered before the date of the request to terminate the license in case of paying the fees.

In case of terminating the Contract for any reason, the Registrar should submit a dully signed written formal request to CMC to refund the amount of payment ensuring balance. CMC will deduct any amounts owed by the Registrar and unpaid from this balance before this request is processed.



#### **14. Disputes**

In the event of any conflict, claim or dispute arising out of or relating to any provision of this Agreement or breach thereof, the Parties shall make a good faith effort to settle such conflict amicably between themselves. If no agreement was reached, the dispute shall be referred to Iraqi jurisdiction, which is the sole authority responsible for solving such disputes. CMC shall not intervene to settle any dispute between the Registrar and the Registrant.

If a payment was due to the First Party by the Second Party, which payment is a result of or arising of the Agreement, the calculation of such shall be in accordance with the Government Debts Collecting Law no. 56 of 1977.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed, each by its duly authorized representative, to be effective as of the date of signature.

**The First Party (CMC)**

**The Second Party (Registrar)**