

Registry-Registrar Agreement

This Registry-Registrar Agreement is by and between the Registry Operator (referred to as party in the first part) for .bd/.বাংলা , which is Bangladesh Telecommunication Company Limited (BTCL) located at 37/E, Telejogajog Bhaban, Eskaton Garden, Dhaka and[Registrar Name], (referred to as party in the second part) a BTRC enlisted entity and shall be deemed made on thisday of..... Bangladesh.

1. Definitions

For purposes of this Registry- Registrar Agreement, the following definitions shall apply:

- 1.1. "ccTLD" means the country-code top-level domain for Bangladesh which are .bd and .বাংলা.
- 1.2. "DNS" refers to the Internet Domain Name System.
- 1.3. The "Effective Date" is the date set forth above, on which this Agreement is executed.
- 1.4. Registry means the Registry Operator for .bd/.বাংলা . In this agreement, Bangladesh Telecommunication Company Limited is the Registry.
- 1.5. "Registered Name" means each domain name registration, renewal or extension registered and/or maintained through the Registry System.
- 1.6. "Registrant" means the holder of a Registered Name.
- 1.7. The word "Registrar," when appearing with an initial capital letter, refers to the entity listed in the preamble above as the party of the Second Part.
- 1.8. "Registrar Services" means services provided by a Registrar in connection with the ccTLD, and includes contracting with Registrant, collecting registration data about the Registrant, and submitting registration information for entry in the Registry Database (including to insert and renew registration of Registered Names in the Registry Database.)
- 1.9. "Policies" means the relevant policies issued by BTRC.
- 1.10. "Registry Database" means a database comprised of data about one or more domain names within the ccTLD that is used to generate either DNS resource records that are published authoritatively or responses to domain-name availability lookup requests or WHOIS queries, for some or all of those names.
- 1.11. "Registry Service" shall mean the service that processes transactions via Registry System.

1.12. “Reseller” is a person appointed by the Registrar to sell domain name services and provide customer services to Registrants on behalf of the Registrar.

2. Scope & Applicability

2.1. Subject matter of the Agreement

By this Agreement, the Registry operator grants the Registrar right to connect with the registry database and nameservers under the terms and conditions laid down below. This Agreement gives the Registrar no right, power or authority to operate or manage .bd/.বাংলা Registry.

2.2. Non-exclusivity

The rights granted to the Registrar under this Agreement are non-exclusive.

2.3. Compliance

The Registrar undertakes that it will comply with the terms and conditions of this Agreement, .bd and .বাংলা domain administration guideline, .bd and .বাংলা registrar/reseller enlistment instructions and policies and guidelines/instructions issued from time to time by BTRC and shall refrain from directly or indirectly cooperating with any such Registrant who violates, or instigates such violation of such regulations. It shall be the responsibility of the Registrar to inform BTRC in case of occurrence of any violation of such regulations by the Registrant.

3. **Registry Services:** The Registry will provide registry services as per the terms of this agreement.

3.1. Access

3.1.1. During the term of this Agreement, BTCL agrees to provide one or more of Restricted Access and TLD Access to the Registrar in accordance with the terms and conditions of this Agreement.

3.1.2. BTCL shall also provide a copy of the BTCL registrar toolkit, which shall include sufficient technical specifications to permit the Registrar to interface with the BTCL System and employ the features of the BTCL System that are available to registrars. Subject to the terms and conditions of this Agreement, BTCL hereby grants Registrar and Registrar accepts a non-exclusive, non-transferable, worldwide limited license to use for the Term and purposes of this Agreement, all

components owned by or licensed to BTCL in and to the BTCL registrar toolkit, as well as updates and redesigns thereof.

3.2. Restricted Access

3.2.1. BTCL shall provide Restricted Access to the Registrar from the Execution Date. Restricted Access shall comprise access to the operational test environment of the BTCL system for the purpose of testing prior to connecting by way of TLD Access.

3.2.2. The parties agree to work in good faith to operationally prepare for the Registrar to be capable of enjoying TLD Access.

3.3. TLD Access

3.3.1. BTCL shall provide TLD Access to the Registrar upon instruction from the BTRC. TLD Access shall comprise access to the live ccTLD registry environment of the BTCL Systems allowing Registrars to manage domain registrations.

3.3.2. The provision of TLD Access to the Registrar is conditional upon the continued approval of such by BTRC.

4. Registrar Obligations

4.1. **Obligations to Provide Registrar Services:** During the Term of this Registry-Registrar Agreement, Registrar agrees that it will operate as a registrar for the ccTLD in accordance with this Registry-Registrar Agreement.

4.2. **Submission of Registered Name Holder Data to Registry:** During the Term of this Registry-Registrar Agreement, as part of its registration of Registered Names in the ccTLD, Registrar shall submit to, or shall place in the Registry Database the following data elements:

4.2.1. The name of the Registered Name being registered;

4.2.2. The IP addresses of the primary name server and secondary name server(s) for the Registered Name;

4.2.3. The corresponding names of those name servers;

4.2.4. Unless automatically generated by Registry System, the identity of the Registrar;

4.2.5. Unless automatically generated by Registry System, the expiration date of the registration; and

4.2.6. Any other data the Registry requires for submission, including specifically, the data elements listed in Section 4.3 of this Agreement.

4.3. Public Access to Data on Registered Names: During the Term of this Registry-Registrar Agreement:

- 4.3.1. At its expense, Registrar shall provide an interface or link to the ccTLD WHOIS. The information to be made available shall include:
- 4.3.1.1. The name being registered;
 - 4.3.1.2. The names of the primary name server and secondary name server(s) for the Registered Name;
 - 4.3.1.3. The identity of the Registrar (which may be provided through Registrar's Website);
 - 4.3.1.4. The original creation date of the registration;
 - 4.3.1.5. The expiration date of the registration;
 - 4.3.1.6. The name, postal address, e-mail address, voice telephone number, and (where available) fax number of the registrant for the Registered Name;
 - 4.3.1.7. The name, postal address, e-mail address, voice telephone number, and (where available) fax number of the technical contact for the Registered Name;
 - 4.3.1.8. The name, postal address, e-mail address, voice telephone number, and (where available) fax number of the administrative contact for the Registered Name;
 - 4.3.1.9. The name, postal address, e-mail address, voice telephone number, and (where available) fax number of the billing contact for the Registered Name;
- 4.3.2. Upon receiving any updates to the data elements listed in this Section 4.3 from the Registrant, Registrar shall promptly, and no later than three (3) business days, update its database and provide such updates to Registry.

4.4. Business Dealings, Including with Registrant

- 4.4.1. Registrars must comply with the laws, rules and administrative regulations of Bangladesh concerning the Internet and also those of BTRC.
- 4.4.2. Except for Sunrise names in the Sunrise period, which shall be declared by BTRC, all .bd/.বাংলা domain names shall be registered on a first-come, first served basis.
- 4.4.3. Registrars shall not accept anonymous or "proxy" registrations nor shall they include information in the domain name registration for the "Registrant" or "Administrative Contact" fields that do not reflect the true registered domain name

holder or administrative contact. No privacy or proxy service will be provided by any registrar to domain name registrants. Violation of this provision will constitute a material breach of the agreement.

4.4.4. The Registrar shall sign the domain name registration agreement (written, including electronic format) with the applicant. Registrar shall require all Registrants to enter into an electronic or paper registration agreement with Registrar consisting of Terms and Conditions for Registrants, which would be available at Registrar's Website, and annexed to this Agreement. Registrars will explicitly impose upon their Registrants the most up to date version of Terms and Conditions for Registrants concerning the use of domain names.

4.4.5. **Registrants Right to Move to another Registrar of its choice:** In the event it is found that Registrar prevents a registrant to move to another Registrar of its choice, or refuses to deliver the authorization code/password to the registrant within a reasonable time, BTRC, on receipt of complaint from such Registrant, shall issue a notice to such defaulting Registrar and may impose a penalty after holding an inquiry, against the Registrar, which may include suspension and re-enlistment.

4.4.5.1. The Registrar agrees to participate and co-operate willingly in any such inquiry instituted by BTRC.

4.4.6. Registrar is responsible for behavior of resellers, including any penalties.

4.4.7. Registrars are prohibited from selling WHOIS check (name availability lookout) data.

4.4.8. Enforcement of Accurate WHOIS Data: Registrar shall accept written complaints from third parties regarding false and/or inaccurate WHOIS data of Registrants.

5. Payment

5.1. the Registrar shall pay the Registry the designated amount as mentioned in section 12 of Instructions for Enlistment of Registrar & Reseller for .bd & .বাংলা ccTLD at the end of each quarter (January-March, April-June, July-September, October-December).

5.2. Payment for a quarter must be made within 10 days from the end of the quarter.

5.3. For late payment, an interest rate of 1% shall be applicable for each day.

5.4. The payment shall be made either through pay-order (local Registrars) or direct remittance (foreign entities). For direct deposit (remittance), the following beneficiary account shall be used-

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5.5. Security Deposit Requirement: The Registrar shall have to deposit an amount of 2,00,000.00 (two lac) taka or equivalent USD to the Registry operator.

6. Registry Policies and Procedures for Establishment or Revision of Specifications and Policies

6.1. **Domain-Name Dispute Resolution (if applicable):** During the Term of this Registry-Registrar, Registrar shall have in place a policy and procedures for the resolution of disputes concerning Registered Names in accordance with Domain Administration Guidelines for .bd & .বাংলা.

6.2. Pursuant to the aforementioned policy, Registrars must comply with any and all requests or decisions of the arbitrators appointed by BTRC including the provision of all relevant evidence in any domain name disputes in the time-frames provided therein.

6.3. **Registrar's Ongoing Obligation to Comply with new or Revised Specifications and Policies:** During the term of this Registry-Registrar Agreement, Registrar shall comply with the terms of this agreement and, with any new or revised specifications (including forms of agreement to which Registrar is a party) and policies established by BTRC.

6.4. **Time Allowed for Compliance:** Registrar shall be afforded a reasonable period of time after receiving notice of the establishment of a specification or policy to comply with that specification or policy, taking into account any urgency involved.

6.5. **Additional requirements:** In addition to the policies contained herein, Registrar shall also adhere to the processes and requirements contained in following rules and regulations:

6.5.1. **Jurisdiction:** It is specifically made clear that the jurisdiction for all the disputes, relating to, involving, or in any manner affecting the interests of .bd/.বাংলা Registry and Registrar services shall be at BTRC.

6.5.2. **Agreement with Technical Service Provider (if applicable):** Registry may appoint, or enter into for the purpose of smooth operation of the Registry,

agreements with technical service provider(s). Registrar hereby agrees and undertakes that as and when required by .bd/.বাংলা Registry and instructed by BTRC, it will enter into an agreement with such other technical service provider(s) who may be appointed by the Registry from time to time or to execute any other document which may be required by the Registry within the time frame as advised by .bd/.বাংলা Registry and vetted by BTRC.

6.5.2.1. In case, the Registrar fails to execute any such agreement and/or document, including the Agreement on the requirement of Registry and instructed by BTRC. BTRC at its sole discretion may terminate the enlistment of the Registrar. In that eventually, the Registry shall have the right to immediately contact any and all Registrants to facilitate the orderly and stable transition of Registrations to other enlisted Registrars.

7. Other Terms and Conditions

- 7.1. Registrars must have the technical competence required to successfully perform the different types of actions in the automated systems of the Registry (new registration, update domain, transfer a domain, update contact information, update name servers etc).
- 7.2. The Registrar shall not overload the Registry network, impede the Registry from providing its services (for example through “Denial of Service attacks”) or implement any other measure that can jeopardize the operation or stability of the Registry. The Registrar will refrain from enabling high volume, automated, electronic processes that send queries or data to the systems of Registry, except as reasonably required to register domain names or modify existing registrations.
- 7.3. Registrar will inform each Registrant of all information sent by BTRC to the Registrar, particularly where the information sent by BTRC may influence the contractual relationship between the Registrant and Registry or where the information sent concerns the potential termination of the Domain Name Registration.

8. Force Majeure

No failure or omission by either Party to carry out or observe any of the terms and conditions of this Agreement shall give rise to any claim against the Party in question or be deemed a

breach of this Agreement if such failure or omission arises from any of the causes beyond the reasonable control of that Party, including, without limitation, war, fire, natural disasters, accident, governmental act, etc provided that the non-performing party has provided the other party with prompt written notice of the obligations it will not be able to perform and has taken all reasonable care to minimize the effect of any such force majeure situation. If a force majeure event that prevents Registrar from performing its obligations under this Agreement, does not end within thirty (30) days, then Registry shall be entitled by written notice to terminate this Agreement.

9. No Partnership

Registrar is serving as an independent entity to the Registry hereunder, and this Agreement creates no partnership, pooling or joint venture relationship between the parties, and no employment relationship between Registry and the employees, consultants, contractors or representatives assigned by Registrar to perform Registry Services hereunder. Neither party has authority to act for or bind the other party in any manner whatsoever.

10. Miscellaneous Provisions

10.1. **Termination of Registry-Registrar Agreement by Registrar:** Registrar may terminate this Agreement before its expiration by giving the Registry thirty (30) calendar day's written notice. Upon such termination by Registrar, Registrar shall not be entitled to any refund of fees paid to BTRC.

10.2. **Termination of Registry-Registrar Agreement by the Registry:** This Agreement may be terminated before its expiration by the Registry in any of the following circumstances:

10.2.1. Registrar:

10.2.1.1. is convicted by a court of competent jurisdiction of a criminal wrongdoing or other serious offence related to financial activities, or is judged by a court of competent jurisdiction to have committed fraud or breach of fiduciary duty, or is the subject of a judicial determination that the Registry reasonably deems as the substantive equivalent of those offenses;
or

10.2.1.2. is disciplined by the government of its domicile for conduct involving dishonesty or misuse of funds of others.

- 10.2.2. Any officer or director of Registrar is convicted of a criminal wrongdoing or of a misdemeanor related to financial activities, or is judged by a court to have committed fraud or breach of fiduciary duty, or is the subject of a judicial determination that the Registry deems as the substantive equivalent of any of these; provided, such officer or director is not removed in such circumstances.
- 10.2.3. Registrar fails to cure any breach of this Registry-Registrar Agreement within fifteen (15) business days after the Registry gives Registrar notice of the breach.
- 10.2.4. Registrar continues acting in a manner that the Registry has reasonably determined endangers the stability or operational integrity of the Internet or Registry System after receiving three (3) calendar days' notice of that determination.
- 10.2.5. Registrar is adjudged insolvent or bankrupt, or if proceedings are instituted by or against Registrar seeking relief, reorganization or arrangement under any laws relating to insolvency or bankruptcy, or seeking any assignment for the benefit of creditors, or seeking the appointment of a receiver, liquidator or trustee of Registrar's property or assets or the liquidation, dissolution or winding up of Registrar's business.
- 10.3. **Effect of Termination:** Upon the expiration or termination of this agreement for any reasons as mentioned above:
- 10.3.1. **Registrar** shall immediately transfer its sponsorship of Registered Names to another enlisted Registrar in compliance with any procedures established or approved by BTRC.
- 10.3.2. **For Overseas Registrars:** This Agreement shall terminate in the event Registrar's accreditation by ICANN is terminated or expires without renewal.
- 10.4. **Term of Registry-Registrar Agreement:** The term of this Agreement shall commence on the Effective Date and shall continue until terminated by either Party in accordance with the terms of this agreement.
- 10.5. **Limitations on Liability for Violations of this Agreement:** In no event shall either party's liability under this agreement exceed the maximum extent permissible by law, except that such limitation shall not apply to claims arising pursuant to Section 9.6 (Indemnification), Section 6 (Registrar Terms and Conditions), Section 9.16 (Intellectual Property), and Section 9.12 (Confidential Information).
- 10.6. **Indemnification:** Registrar, at its own expense agrees to indemnify, to the maximum extent permitted by law, defend and hold harmless the Registry, and their

directors, officers, employees, representatives, agents, affiliates, and stockholders (along with the Registry), against any claim, suit, action, other proceeding of any kind (a "Claim") brought against that Indemnified Person based on, arising from, or relating in any way to: (i) any product or service of Registrar; (ii) any agreement, including Registrar's dispute policy, with any Registrant or reseller; or (iii) Registrar's domain name registration business, including, but not limited to, Registrar's advertising, domain name application process, systems and other processes, fees charged, billing practices and customer service, claims relating to technical defects or shortcomings, or any other business conducted by Registrar; provided, however, that in any such case: (a) the Registry or any other Indemnified Person provides Registrar with reasonable prior notice of any such Claim, and (b) upon Registrar's written request, the Registry or any other Indemnified Person will provide to Registrar all available information and assistance reasonably necessary for Registrar to defend such Claim; provided further that Registrar reimburses the Registry and such other Indemnified Persons for their actual and reasonable costs incurred in connection with providing such information and assistance. Registrar will not enter into any settlement or compromise of any such indemnifiable Claim with respect to a particular Indemnified Person without the prior written consent of such Indemnified Person, which consent shall not be unreasonably withheld. Registrar will pay any and all costs, damages, liabilities, and expenses, including, but not limited to, reasonable attorneys' fees and costs awarded against or otherwise incurred by the Registry and other Indemnified Persons in connection with or arising from any such indemnifiable Claim.

Notwithstanding the other provisions in this Agreement, the Registrar agrees that this indemnification obligation shall survive the termination or expiration of this registration agreement.

- 10.7. **No Third-Party Beneficiaries:** This Registry-Registrar Agreement shall not be construed to create any obligation by either the Registry or Registrar to any non-party to this Registry-Registrar Agreement, including any Registrant.
- 10.8. **Notices, Designations, and Specifications:** Any notice or other communication required or permitted to be delivered to any party under this Agreement shall be in writing and shall be deemed properly delivered, given and received when delivered by hand, by registered mail (return receipt requested), by courier or express delivery service, by e-mail (against of receipt of confirmation of

delivery) or by tele-copier/fax (against receipt of answer back confirming delivery) during business hours to the address or tele-copier/fax number set forth beneath the name of such party below or when delivery as described above is refused by the intended recipient, unless such party has given a notice of a change of address in writing pursuant to the foregoing. Notwithstanding the foregoing, notice shall be deemed properly given from the Registry-Registrar Registry to Registrar at such time as the Registry-Registrar Registry posts any notice, update, modification or other information on its website, so long as such notice, update, modification or other information is intended for all Enlisted Registrars generally.

10.9. **Dispute Resolution and Jurisdiction:** both the parties agree that any disputes arising out of this agreement shall be resolved through mutual negotiations, failing which through Arbitration, conducted through the intervention and jurisdiction of BTRC. The Arbitration outcome pronounced by the arbitrator shall be binding on both the parties.

10.10. **Notices:** Any notice or other communication required or permitted to be delivered to any Party under this Agreement shall be in writing and shall be deemed properly delivered, given and received when delivered (by hand, by registered mail, by courier or express delivery service, by e-mail or by tele-copier/fax during business hours) to the address or tele-copier/fax number set forth beneath the name of such Party below, unless party has given a notice of a change of address in writing-

if to Registrar:

if to BTCL:

Bangladesh Telecommunication Company Limited

Attention: Managing Director

Address

Email:

10.11. **Assignment/Sublicense:** Except as otherwise expressly provided herein, the provisions of this Agreement shall inure to the benefit of and be binding upon, the successors and permitted assigns of the Parties hereto. Registrar shall not assign, sublicense, or transfer its rights or obligations under this Agreement, in whole or in part, to any third person, including reseller without the prior written consent of Registry-Registrar Registry.

- 10.12. **Confidential Information:** Registrar agrees and acknowledges that the terms and conditions of this Agreement are the confidential and proprietary information ("Confidential Information"). Accordingly, Registrar agrees that, during the Term of this Agreement and thereafter, Registrar shall restrict disclosure of such Confidential Information to its employees, consultants, or independent contractors on need to know basis and not disclose such Confidential Information to any other party. Notwithstanding the foregoing, it shall not be a breach of this Agreement for Registrar to disclose Confidential Information if required by law or in a judicial or other governmental investigation proceeding, provided that the Registry has been given prior notice.
- 10.13. **Press Releases; Public Statements; Disclosure of Terms:** Except for such disclosures as are required by law, no public announcements or other public statements (including in any press conference, trade publication, marketing materials or otherwise), and no disclosure to any third party with respect to the existence, subject matter and/or terms of this Agreement shall be made by Registrar without the prior written approval of the Registry.
- 10.14. **Delays or Omissions; Waivers:** No failure on the part of .bd/.বাংলা Registry to exercise any power, right, privilege or remedy under this Agreement, and no delay on the part of the Registry in exercising any power, right, privilege or remedy under this Agreement, shall operate as a waiver of such power, right, privilege or remedy; and no single or partial exercise or waiver of any such power, right, privilege or remedy shall preclude any other or further exercise thereof or of any other power, right, privilege or remedy. Neither the Registry nor its Registry Services Provider shall be deemed to have waived any claim arising out of this Agreement, or any power, right, privilege or remedy under this Agreement, unless the waiver of such claim, power, right, privilege or remedy is expressly set forth in a written instrument duly executed and delivered on behalf of such party; and any such waiver shall not be applicable or have any effect except in the specific instance in which it is given.
- 10.15. **Intellectual Property:** Each Party will continue to independently own its intellectual property, including all patents, trademarks, trade names, service marks, copyrights, trade secrets, proprietary processes and all other forms of intellectual property. Both Parties recognize that they shall have no right, title, interest or claim over the others' intellectual property.

10.16. **Entire Agreement Severability:** This Agreement constitutes the entire agreement between the Parties concerning the subject matter hereof and supersedes any prior agreements, representations, statements, negotiations, understandings, proposals or undertakings, oral or written, with respect to the subject matter expressly set forth herein. If any provision of this Agreement shall be held to be illegal, invalid or unenforceable, each Party agrees that such provision shall be enforced to the maximum extent permissible so as to effect the intent of the Parties, and the validity, legality and enforceability of the remaining provisions of this Agreement shall not in any way be affected or impaired thereby. If necessary to effect the intent of the Parties, the Parties shall negotiate in good faith to amend this Agreement to replace the unenforceable language with enforceable language that reflects such intent as closely as possible.

10.17. **Amendments:** This Agreement may be amended only by a written agreement signed by authorized representatives of both parties.

IN WITNESS WHEREOF, the Parties here to have executed this Agreement as of the date set forth in the first paragraph hereof.

BTCL

Registrar

By:

By:

Name:

Name:

Title:

Title: