

Appendix II

ACCREDITATION CONTRACT

Between

The Registry of Mali

And

“The Registrar”

Mali Registry	
Customer Number	
Contract Number	
Date of Registration	

NB: Data collected via the registration form are exclusively processed by the Registry for the processing of domain names in accordance with RFC 3912. In application of the provisions of the amended Law No. 2013-015 of May 21, 2013, related to the protection of personal data in the Republic of Mali, you can exercise your rights of access, opposition, rectification and/or deletion with the Registry.

ACCREDITATION CONTRACT

Related to domain names of the National Registry of “.ml”

Between

Agence des Technologies de l'Information et de la Communication – AGETIC (that is the Malian Agency for Information and Communication Technologies) located in Hamdallaye ACI 2000, in the same yard with the National Library, BP E 5467 – Bamako, Tel. : (+223) 20 23 04 04, Fax: (00223) 20 29 94 13, Website: <https://agetic.gouv.ml>, Email: info@agetic.gouv.ml, represented by Mr. Mohamed Assalia BONCANA, in his capacity as Managing Director.

Hereinafter referred to as “The Registry”,

And

Name or Social reason	
Field of activity/Status	
Identity document number/NIF	
Name of person in charge if legal entity	
Address	
City	
Mailbox	
Country	
Telephone/fax number	
Adress E-mail	
Preferred email address for login account	

Hereinafter referred to as “The Registration Office or the Registrar”,

The Registry and the Registrar are hereinafter referred to individually as the “Party” and collectively as the “Parties”.

The following provisions were agreed upon:

Preamble

Considering that:

- In accordance with its creation Law n°05-002 of January 10, 2005, AGETIC is the national organization/structure in charge of the Registry of the top-level domain, dot ml (.ml);
- The Registrar offers its clients a range of services related to domain names managed by the Registry.

As such/ For that, the Registration Office declares:

- having read and accepted the conditions stated in the Charter;
- be an experienced professional in the processing of domain names;
- be familiar with the technical and administrative elements related to the naming zone;
- have enough and competent staff of workers to carry out its missions.

Article 1: object

The purpose of this contract is to define the contractual relationships between the Registry and the Registration Office/ Registrar

Article 2 – Application / Coming into force – Duration – Renewal

This contract is applied / comes into force upon its acceptance and signature by the parties for a period of twelve (12) months. The contract is renewable by tacit agreement.

Article 3 – Rights and Obligations of the Registry

In its capacity as a Registry, AGETIC:

- manages and maintains the domain name registry;
- satisfies requests for administrative acts sent to it by the Registration Offices/ Registrars;
- collects from the Registration Offices data likely to satisfy the requests addressed to it;
- sets up a non-discriminatory procedure for accreditation of Registration Offices;
- sets up a monitoring-evaluation system for Registration Offices;
- makes the list of accredited Registration Offices available to the public;
- notifies the Registration Office of any technical and/or administrative modification that may have a direct impact on the latter, at least, seven (07) days before its implementation. However, certain exceptional modifications may occur without prior notice from the Registration Office;
- responds, if necessary, to requests for information from the competent authorities of Mali in relation to the Registration Offices;
- makes public the pricing policy applicable to the management of domain names;
- provides Registration Offices with an online tool allowing them to manage administrative and technical aspects.

In exceptional and justified circumstances, without this being understood as an obligation of surveillance or vigilance on its part, the Registry may replace the Registration Office.

Technically, the Registry provides the following services to the Registrar:

- installation, configuration, security and monitoring of zones;

- database monitoring;
- operation of the DNS service for the .ml naming zone;
- monitoring of the operation of name servers;
- development and deployment of a management platform;
- management of (WHOIS) information servers;
- coordination of the *.ml* zone.

Article 4 – Rights and Obligations of the Registration Office

4.1. With regard to the Registry

The Registration Office undertakes/engages to:

- comply with the legal and regulatory provisions related to naming as well as all texts in force: naming charter, accreditation policy, content policy, personal data protection policy, conflict resolution policy, pricing policy;
- respond, in general, to requests from the Registry within a maximum period of 72 hours ;
- pay to the registry, annually, the accreditation fees a non-refundable amount of one hundred thousand (100,000) Francs CFA;
- assist the Registry in resolving disputes, litigation or pre-litigation related to domain names;
- communicate and permanently maintain a functional telephone number and email address which can be reached by the Registry;
- maintain up to date all the information provided to the Register within the framework of this contract, in particular, the contacts and the identification details;
- inform the Registry of any procedure affecting its legal situation: safeguarding, reorganization, judicial liquidation, partial or total redemption, within eight (8) days following the event in question;
- refrain from any act or intervention of a technical nature that could harm the proper operation of the Registry services;
- observe good practices.

For any request for a specific administrative act subject to developments/evolution as a result of the digitalization of procedures, the Registration Office constitutes and transmits the associated elements and/or documents to the Registry.

4.2 With regard to its customers

The Registration Office:

- ensures, on an exclusive basis, the relationship with his customers so as to satisfy all the obligations incumbent upon him
- informs his clients of the legal and regulatory provisions as well as the terms of the current Naming Charter / Naming Charter in force. As such, the Registration Office undertakes to inform its clients regarding:
 - obligations in terms of eligibility;
 - the rights and obligations of the domain name holder;
 - their responsibility in choosing the domain name;
 - the obligation to provide accurate identification data;

- the availability of documents related to the management of the dot ml on the website and the platform of the Registry.
- makes his prices public;
- deals with complaints that may arise from the management of a domain name and informs the Registry, if necessary;
- takes the necessary measures with regard to the elements communicated to him by a third party.

Article 5 – Database managed by the Register

The Registry constitutes the database from the information communicated by the Registration Offices. It is the only database reference for the dot ml zone (.ml).

The State of Mali holds all rights associated with this database.

The Registry has a right of use on this database. As such, it defines the rules for the establishment, publication, access and maintenance in operational conditions of this database and any other database that it could constitute from it.

Therefore, the Registration Office is prohibited from:

- directly or indirectly infringe the intellectual property rights of the Registry and its legitimate interests;
- any use of information contained in the database for purposes other than those strictly limited to technical services related to administrative acts.

The Registry ensures the protection of personal data contained in the **WHOIS** database.

Article 6 – Remuneration of the Registry

The Registry's remuneration is defined in the pricing policy.

This policy includes a summary of the applicable rates:

- the amount of the annual package;
- the price for each administrative act;
- the price of other interventions carried out by the Registry.

When the scale is modified, the Registry transmits it to the Registration Office.

Article 7 – Payment terms

For Registration Offices, payments are made by bank transfer. However, Registration Offices residing in Mali can also pay by check. Costs related to transfer or deposit are the responsibility of the Registrar.

Registration, renewal and transfer operations are subject to the prior deposit of funds by the Registration Office.

Article 8 – Remote access

The Registry provides the Registration Offices with a personal and confidential identifier to allow them to remotely access the applications reserved for them.

The technical arrangements for implementing this identifier are defined by the Registry. The Registrar undertakes to implement them according to the indications communicated to him by the Registry.

The Registrar is solely responsible for the use, the preservation and the confidentiality of his identifier as well as all possible confidential data transmitted by the Registry.

In the event that the Registrar is granted the possibility of modifying all or part of his identifier, this modification is then carried out at the sole discretion and under the sole responsibility of the Registrar.

Until an opposition is made, any use of the identifier assigned to a Registrar creates an irrefutable presumption of the use of said identifier by the office concerned.

The Registrar undertakes without delay to bring to the attention of the Registry any problem of communication to third parties and any theft of its identifier and, in general, any risk of compromising the confidentiality of his identifier. This information must be confirmed by the means of communication defined in Article 21 of the Naming Charter.

Article 9 – Justification and archiving

It is up to the Registration Office to send to the Registry the necessary supporting documents. In all other cases, it communicates the elements and/or documents at the request of the Registry, in application of this contract.

The Registrar is responsible for the elements and/or documents that it communicates to the Registry. It ensures the archiving and conservation of documents provided to him by the holder of the domain name within a period of five (05) years.

The Registration Office is responsible for the conditions of conservation of the data and documents in his possession. The Registry cannot be held responsible for:

- an impossibility of communicating these elements and/or documents;
- the validity of elements and/or documents provided to it.

Article 10 - Verifications

The Registration Offices carry out their activities under the control of the Registry. The Registry may, therefore, carry out spot checks upon request or on its own initiative. These checks can concern documents or can take place on site in the premises of the Registration Office.

The control is said to be based on documents when the Registry requests one or more elements and/or documents. The Registration Office communicates the requested elements and/or documents within a maximum period of 72 hours.

The control can be carried out on site provided that the Registry informs the Registration Office 72 hours in advance. In this case, the Registration Office will provide the Registry with the information and documents requested during the meeting. Unless it can be proven that it is physically impossible to submit the elements/documents during the meeting, in this case, the Registration Office will be required to send the requested elements within 48 hours following the meeting.

The Registry may request from the Registrar any type of information and documents as long as they are related to the management of domain names. Pending possible regularization, the Registry has the right to suspend the Registry Office account.

It is specified that in any case, the controls carried out or not, in no way exempt the Registration Office from its obligations.

Article 11 – Collaboration

The Parties agree to collaborate closely in the execution of this contract.

Article 12 – Confidentiality

The Parties undertake to respect the obligation of confidentiality with respect to information of any nature of which they become aware in the context of the execution of this contract.

This obligation of confidentiality does not apply to the following cases:

- the communication of information required by the database maintained by the Registry;
- in the event of administrative, judicial and/or fiscal necessity.

The provisions of this article remain in force even after the end of the contract between the Registry and the Registrar.

Article 13 – Intellectual property

The Registrar respects the intellectual property rights held by the Registry. The Registrar may not use and/or reproduce the brands, logos and other distinctive signs of the Registry without its express prior authorization.

This provision also applies to the Registry.

Article 14 – Sanctions

In the event of failure by the Registration Office to fulfill one of its obligations, the Registry may impose one of the following sanctions on it:

- warning by email;
- temporary suspension of operations for a period of thirty (30) days, applicable after a third warning.

In the event of a temporary suspension of operations, the Registrar cannot proceed with new registration of domain names. The provisional suspension has no effect on the payment of sums due to the Registry by the Registration Office.

Article 15 – Transfer of the contract

For reasons imposed by the proper administration of domain names of the naming zone by the Registry and for the preservation of the interests of the Registrar's clients, the rights and obligations inherent in this contract cannot be subject to a total or partial transfer, free of charge or for a fee.

However, the transfer is possible under the following cumulative conditions:

- the Registry is informed in advance and receives the formal agreement of the two Registration Offices (transferring and receiving/tenant/lessee) with acknowledgment of receipt;
- the receiving Registrar is previously accredited by the Registry;
- the receiving Registrar inherits the rights associated with the transferred domain names;
- the receiving Registrar undertakes to respect all the obligations of the accreditation contract of the transferring Registrar;
- the transferring Registrar informs the holders of the domain names and sends a copy of the notification to the Registry.

Article 16 – Termination of contractual relations

In the event of termination of the contractual relations for any reason, the Registry deactivates the Registrar's account and deletes its name from the list of Registrars published online.

The Registrar undertakes to inform its clients (domain name holders) as well as the Registry, that they (the customers) are required to choose another Registrar accredited by the Registry no later than ten (10) days before the end of the termination of contractual relations. The Registry needs to be

It is up to the Registrar to ensure the migration of the domain names which he manages under this contract no later than three (03) days before the termination of contractual relations.

Also, in the event of termination of the contract, for whatever reasons, the client (the domain name holder) will be entitled to obtain from the Registrar all the necessary information to enable him to prepare the migration process of his domain names. For this, the Registration Office assumes full responsibility for satisfying any claims and/or appeals from its customers.

If the Registrar does not inform its clients, the Registry may, without this being obligatory, contact the Registrar's clients directly to advise them of the situation and ask them to choose a new Registry Office.

The termination of contractual relations for any reason whatsoever (total or partial cessation of activity, collective procedures, assignment, termination for breach, etc.) results in the immediate payment of the sums due, including any penalties.

In the event of termination of contractual relations, the deletion of the Registration Office occurs automatically, without notice or notification.

Article 17 – Nullity

The nullity of one or more provisions does not entail that of the others.

Article 18 – Force majeure

Cases of force majeure suspend the execution of this contract.

In cases of force majeure lasting more than ninety (90) days, this contract is automatically terminated, unless otherwise agreed by the parties. Cases of force majeure are defined by article 24 of the Naming Charter.

Article 19 – Revision of this contract

In the event of a revision of the contract, the Registry proposes the revised version to the Registration Office for observations and validation.

The Registry undertakes to revise this contract only once a year during its period of validity, except in the case of an administrative or judicial decision.

In this scenario, the new contract is sent to all Registration Offices by the Registry.

Registration Offices are required to respect the revised contract under penalty of termination of their contract.

Article 20 – Applicable law and choice of domicile

The provisions of this contract are governed by Malian law. However, in the event of a dispute, the Parties refer to the conflict resolution policy or try to find an amicable solution.

The Parties elect domicile at their address, as it appears in the header of this contract.

In witness whereof, the parties have signed this contract by their duly authorized representatives.

Established in Bamako,

Registration Office/ Registrar