

Vanuatu Domain Name Management and Administration Regulation

In exercise of the powers conferred on me by section 8 of the Vanuatu Domain Name Management and Administration Regulation, I, **DALSIE BANIALA, the Telecommunications and Radiocommunications Regulator ("the Regulator")**, make the following **Rule(s)**, pursuant to that Regulation.

Made at Port Vila this [xx] day of [month year]

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Dalsie Baniala

Telecommunications and Radiocommunications Regulator

9 December 2015

Rule No. 1: Operational Practices

This Rule is made pursuant to Section 8(1) of the Domain Name Management and Administration Regulation of 2015 and the terms used in this Rule have the same meaning as in that Regulation.

1. Process for the Registration of Domain Names

- 1.1 Registrars register domain names on behalf of Registrants.
- 1.2 Registrants must be identifiable individuals over 18 years of age or properly constituted organisations.
- 1.3 Any eligible Registrant may register a domain name at or within the second level domain, but shall do on a first come, first served basis.
- 1.4 The person named in the Register is the legal Registrant and therefore holds the licence to use the domain name associated with the registration for so long as the registration is in effect.
- 1.5 The applicant, in lodging the request for the domain name, warrants that it is entitled to register the domain name as requested. For example, the applicant warrants that the proposed domain name does not infringe any other party's rights.
- 1.6 Disputes regarding whether an applicant has a legitimate right to a domain name can be dealt with pursuant to the Dispute Resolution Service Rule. The Regulator has no role in deciding who has rights in such disputes.
- 1.7 A registration may be cancelled at any stage where the Registrant does not comply with the processes required in this Rule or fails to pay any fees or meet other liabilities in connection with the registration or use of the domain name.
- 1.8 When registering a new domain name the Registrar shall include the following data:
 - a. Domain Name
 - b. Registrant Name
 - c. Registrant Contact Details
 - d. Administrative Contact Details
 - e. Technical Contact Details
 - f. Billing Term;and, if applicable:
 - g. Name Server List
 - h. Registrant reference
 - i. DNSSEC data

- 1.9 The Registrar must ensure that the domain name is available, that mandatory fields in an application have been supplied, and that the relevant fields have valid formats (e.g. domain name format, e-mail address format).
- 1.10 The Registrar must advise the details of the registration to the Registrant. The UDAI, or instructions on how to obtain a UDAI, must also be provided to Registrants at the same time. The Registrar must provide the UDAI to the Registrant on request.
- 1.11 There shall be a grace period of five days from the time that a domain name is first registered, during which time the Registrar may cancel the registration in accordance with this Rule.
- 1.12 Where the domain name is cancelled during the grace period it will be removed from the Register by the Registrar. The registration and cancellation will still be recorded for audit purposes. The same Registrar shall be able to re-register the same domain name but the domain name shall not be able to be cancelled for a second time within one month of the initial registration.
- 1.13 A Registrant will not be able to transfer the management of its domain name to another Registrar during the grace period.
- 1.14 Registrars must advise Registrants of the costs that will be billed and the frequency of billing for the services provided by the Register, including all registration charges.
- 1.15 Registrars' terms and conditions may be approved by the Regulator before they may be implemented by the Registrar in relation to Registrants.
- 1.16 Registrars' terms and conditions may provide that they are entitled to register for an initial period until they have received the monies from the Registrant and then update the domain name billing term as soon as those monies are received by the Registrar.
- 1.17 The operating principles for moderated domains are:
 - a. Approval for registration of the moderated name can only be made by the Moderator and occurs prior to the Registrar registering the domain name in the Register.
 - b. Moderators must either establish themselves as a Registrar or set up a relationship with one or more Registrar(s) to act as their approved Registrar(s).
 - c. Moderators are responsible for notifying the Regulator and the Registry Operator of their accredited Registrar(s).
 - d. Only an accredited Registrar will be able to register domain names in that moderated domain

2. Registration of Domain Names at the Second Level

- 2.1 In order to avoid confusion the names 'gov', 'org', 'com', 'edu', and 'nic' cannot be registered at the second level.

2.2 Registration of names at the second level shall be on a first come, first served basis.

3. Reserved Names

3.1 The Registrant of a Reserved Name may choose to register the Reserved Name. The Registrant shall apply to a Registrar and provide the UDAI for its existing third level domain name. Normal domain name registration fees will apply. A new UDAI will be allocated for the registered domain name at the second level.

4. Process for the Management of Domain Names

4.1 Registrars are required to maintain the details of the domain names for which they act as Registrar of record. They are able to amend/update the following fields in the Register:

- a. Name Server List;
- a. Registrant Name;
- b. Registrant Contact Details;
- c. Registrant Reference;
- d. Administrative Contact Details;
- e. Technical Contact Details;
- f. Billing Term;
- g. DS Record List.

4.2 The Registrar may not amend the domain name itself. If there is an error in the spelling of a domain name, it must be cancelled and a new registration created.

4.3 Transactions able to be undertaken on the Register by Registrars will be those specified by Regulator.

4.4 Moderators of second level domain names must designate the Registrars that are permitted to register their second level domains. No other Registrars will be permitted to register these second level domains.

4.5 Only the Registrar-of-record for a domain name may send a renewal notice to a Registrant. A Registrar who is not the Registrar-of-record may not send any notice that is, or may reasonably be considered to be, a renewal notice to any Registrant.

4.6 The Regulator may cancel, transfer or suspend a domain name registration where maintaining the registration would put the Regulator or any part of the Domain Names Administration and Management System in Vanuatu in conflict with any law, including the terms of an Order of a Court or Tribunal of competent jurisdiction.

5. DNSSEC

5.1 In relation to managing DNSSEC (domain name system security extensions) signed domain names, Registrants and Registrars are responsible for:

- a. generating and managing their keys;
 - b. generating the DS Record; and
 - c. determining how often they perform key rollovers.
- 5.2 When a Registrant elects to un-sign a DNSSEC signed name, the Registrar will remove the DS Records for that name as soon as practicable.
- 5.3 Registrants can elect to operate their own DNS or they can delegate this responsibility to a third party called a 'DNS Operator'. The DNS Operator may be the Registrar for the domain name, a Registrar who does not manage the domain, a hosting provider, an ISP, or other third party that offers DNS management services.
- 5.4 The following applies to domain names which are DNSSEC enabled:
 - a. Prior to a name server update, the relinquishing DNS Operator must provide the zone information for the domain name when requested to do so, and accept and add the new DNSKEY to the zone for the domain name, re-sign it and continue to serve this until they are notified the change is complete.
 - b. The gaining DNS Operator then provides the new DS Record to the relinquishing DNS Operator who provides it to the Registry. The name servers for the domain name can then be updated with the Registry.
 - c. Following the name server update, the gaining DNS Operator must delete the old DS Record and DNSKEY provided by the relinquishing DNS Operator.
 - d. The relinquishing DNS Operator must remove the domain name from its name servers when requested, but must not remove it before being requested to do so.
 - e. All of the steps referred to in this paragraph shall be undertaken as soon as practicable.
- 5.5 The Regulator will establish and maintain a contact repository of .vu DNS operators who offer DNSSEC services.

6. The Billing Process

- 6.1 The Vanuatu Registry Operator will bill Registrars for the registration and renewal of domain names on a monthly billing period.
- 6.2 Registrars are obliged to disclose the billing term arranged between a Registrar and a Registrant to the Vanuatu Registry Operator through the registration transaction, so they are billed for the same period that they have billed their Registrants, on an individual domain name basis.
- 6.3 A domain name's billing period will begin at the time it is registered, or renewed and extend for the number of monthly increments indicated by the terms of agreement with the Registry Operator. The Registrar who administered the domain name at the start of the period will be billed.

- 6.4 If the domain name is cancelled during the grace periods, the registration or renewal will not be billed.
- 6.5 Registrars may initiate the renewal process at any time during a domain name's current term, in advance of the normal renewal date. Advance renewals must be handled in the same manner as normal renewals, although they will not be accepted if the end of the new term is more than 120 months from the current date. Registrars will be billed for advance renewals.
- 6.6 Immediately following the billing of a domain name for a multiple number of months, the billing term will be re-set to one month.
- 6.7 To continue billing the domain name for a multiple term at renewal, the Registrar must re-set the billing term again, using the standard update process. This prevents domain names which have been billed for a longer term being automatically renewed for the same term, before the Registrar has determined the terms of the renewal, or even if a renewal is required.
- 6.8 The billing extraction process does not generate credits. In the event that credits are required, these must be handled outside the Register, through the Vanuatu Registry Officer's invoicing system.
- 6.9 If a cancelled domain name that is pending release becomes due for renewal, it will not be renewed (and therefore not billed).
- 6.10 If a cancelled domain name is re-instated during its pending release period the renewal process will be applied retrospectively, as if the name had not been cancelled, thus effectively 'catching up' with all the billing that would otherwise have occurred during the period of cancellation.
- 6.11 The Registrar may set the billing period to "0" where it has received a specific instruction from the Registrant not to renew the domain name registration. The Registrar may not set the billing period to "0" to circumvent the automatic renewal function of the Registry.
- 6.12 The billing extraction process will not occur for domain names that have been locked. Once a domain name is unlocked, billing 'catch-up' transactions will be generated in the normal manner.

7. New Unique Domain Authentication ID (UDAI)

- 7.1 Registrars and the Vanuatu Registry Operator may generate a new UDAI at any time.
- 7.2 A function will be provided for Registrars to check that a UDAI is valid.
- 7.3 Registrars must pass on the UDAI to Registrants whenever a new UDAI is generated. This applies from the time a Registrar first connects to the shared registry system. A UDAI must also be provided to Registrants on request. If the Registrar fails to provide a UDAI to the Registrant, the Regulator may do so.
- 7.4 For security reasons, UDAs will expire at the end of a set period.

8. Transfer of Registrar

- 8.1 The Registrant may transfer its domain name to another Registrar at any time other than during the five day registration grace period.
- 8.2 The Registrant's UDAI is required to enable transfer of a domain name from one Registrar to another.
- 8.3 A Registrar must not decline or delay a Registrant's request to transfer its domain name to another Registrar (by withholding the UDAI or otherwise).
- 8.4 Neither the releasing Registrar nor the Registry Operator is entitled to charge any fees for the transfer of a domain name. For the avoidance of doubt, this paragraph does not oblige the releasing Registrar to reimburse the Registrant for the remaining term of its domain name agreement.
- 8.5 A domain name that is locked cannot be transferred except through a manual transaction undertaken by the Registry Operator. An application must be made to the Regulator for this to occur.
- 8.6 A batch transfer facility shall be provided for use by the Registry Operator for situations in which, for example, a Registrar's business is sold to another authorised Registrar. The only circumstance in which the Registry Operator will authorise the transfer is when the relinquishing Registrar demonstrates that the affected Registrants are aware of the transfer and have signed up to the gaining Registrar's agreements.
- 8.7 The process to transfer a domain name from one Registrar to another is as follows:
 - a. The Registrant asks the gaining Registrar to have its domain name(s) transferred to it.
 - b. If the gaining Registrar agrees to the transfer, it must disclose its terms and conditions and provide a contract.
 - c. If the Registrant accepts the terms and conditions of the gaining Registrar's contract, then it will supply its domain name and its UDAI to the gaining Registrar.
 - d. The gaining Registrar will submit a "transfer" transaction to the Registry Operator.
 - e. The Register will immediately be changed.
 - f. The Registry Operator will inform the releasing Registrar of the change.
 - g. If, as the result of the transfer, other domain name details need changing (e.g. Name Server List, Registrant Customer ID, Administrative and Technical Contact Details), the gaining Registrar will initiate an update transaction in the standard manner.

9. Change of Registrant

- 9.1 A Registrant may transfer its domain name to another Registrant.

- 9.2 Registrars must have a process in place to deal appropriately with the change of Registrant, which must be clearly identified to the Registrant.
- 9.3 Before transferring a domain name to a new Registrant, the Registrar must ensure that the transfer is properly authorised by the existing Registrant.
- 9.4 Registrars must ensure the prospective Registrant signs up to the Registrar's terms and conditions and agrees to be bound by related this and other Rules.
- 9.5 Registrars must retain all documentation and correspondence relating to the transfer for at least two years from the date of transfer.
- 9.6 Registrars may require the current Registrant to provide a statutory declaration where they have concerns about its authority to effect the change in Registrant details.
- 9.7 Registrars may seek an indemnity for any costs, losses, or liabilities incurred in the reasonable performance of their duties in processing the Registrant's request, or in dealing with claims arising from the allocation or use of the domain name.

10. Cancelling and Re-instating Domain Names

- 10.1 Domain names are automatically renewed and do not lapse unless cancelled.
- 10.2 Domain names may be cancelled by the Registrar at the request of the Registrant, where the Registrar has given 14 days' notice due to non-payment, or where the Registrant has breached its agreement with the Registrar and the agreement specifies domain name cancellation as a sanction for the breach.
- 10.3 Cancelled domain names will be assigned a status of 'pending release' and will not become available for reuse for a period of 90 days. Cancelled domain names, either pending release or released, will not be included in the next zone file pushed to the DNS.
- 10.4 During the pending release period, the Registrar may fully re-instate the domain name for the Registrant, so that it becomes active again. The domain name may also be transferred to a new Registrar and be reinstated by that new Registrar.
- 10.5 The billing process is unaffected by the cancellation and any re-instatement. Although the domain name will not have been billed for the period that it was pending release, once it has been re-instated the billing process will generate 'catch-up' transactions, from the original cancellation date.

11. Managing Cancelled Domain Names

- 11.1 If the domain name has passed out of its pending release period, it will be released, thus becoming available for anyone else to register.
- 11.2 When they are released, domain names will be removed from the Register.
- 11.3 Registrars must release all cancelled domain names back to the Registry Operator and are not permitted to retain domain names for on-sale to a third party.

12. Disputes and complaints

- 12.2 In the event of a dispute between a Registrant and a Registrar, the parties should attempt to resolve matters between themselves before seeking the Regulator's assistance.
- 12.3 The Regulator may become involved in a dispute or a complaint on the receipt of a complaint, or of its own initiative.
- 12.4 The Regulator will abide by the principles of natural justice when investigating complaints and disputes and when making determinations and imposing sanctions.

13. WHOIS Query

- 13.1 The public is entitled to access information about a .vu domain name through a WHOIS query. However, automated bulk access through WHOIS, or misuse of WHOIS data (for example, to make unsolicited communications to a Registrant) is not authorised.
- 13.2 At all times the priority of the Registry Operator under this Rule will be to protect the security of the data in the Register from unauthorised or abusive use, while as much as is practicable preserving public access to the WHOIS service.
- 13.3 The Registry Operator shall ensure the integrity of the Register and take reasonable steps to prevent unauthorised automated access, including bulk harvesting through the WHOIS query.
- 13.4 If unauthorised use of the WHOIS query is detected, the Registry Operator may take any of the following courses of action:
- a. remove or limit any party's access to the WHOIS service on a permanent or temporary basis;
 - b. suspend a Registrar's access to the shared registry system;
 - c. apply a sanction to a Registrar under any applicable agreements or .vu policies; or
 - d. in extreme circumstances, suspend the WHOIS service.
- 13.5 The WHOIS service will respond to a WHOIS query for a specified domain name. If the domain name is registered, the details as set out in paragraph 15.6 will be available. If the domain name is not registered, the WHOIS service will show that it is available for registration.
- 13.6 The following details will be available in response to a WHOIS query:
- Domain Name;
 - Registrar;
 - Date registered/created;
 - Date last modified;
 - DNS Server;
 - Registrant Name
 - Registrant Contact Details;
 -
- and if applicable:
- DS Records;
 - Date cancelled; and
 - Date locked.

13.7 The WHOIS server will be established to not accept wild card searches.

14. Process for Registrant Info Service search

- 14.1 The Registry Operator shall offer a Registrant Info Service providing a list of domain names matching the Registrant's search criteria.
- 14.2 The application for a Registrant Info Service search is made to the Registry Operator using the forms that shall be developed for the purpose by the registry Operator subject to the approval of the Regulator.
- 14.3 Information required in an application to search for a Registrant's own domain name includes, but is not limited to, the following:
- a. Name and contact details of applicant.
 - b. Details of the search parameters sought.
 - c. Evidence as to the applicant's identity (for example, a photocopy of a driver's licence) and, where appropriate, evidence as to the applicant's authority to apply for a search on behalf of a company (for example, written authorisation signed by a director of the applicant company).
 - d. An undertaking that any information provided as a result of a Registrant Info Service search is for the applicant's own use and will not be inappropriately disseminated.
- 14.4 The Registry Operator may either approve or decline the Registrant Info Service application, or seek further information from the applicant.
- 14.5 All search applications will be recorded by the Registry Operator and any previous searches will be taken into account when deciding whether to approve the search application.
- 14.6 If the Registry Operator considers, on reasonable grounds, that a Registrant has misused the information arising from a Registrant Info Service search, it may ban the Registrant from using the Registrant Info Service search for such period as the Registry Operator deems appropriate.
- 14.7 A Registrant whose application has been denied under paragraph 16.5, or who has been subject to a ban under paragraph 16.7 may seek a review of the decision by the Registry Operator and, following such a review (including denial of the request for a review) may appeal to the Regulator.

15. Zone Data

- 15.1 In certain circumstances, .vu zone data may be released to third parties not directly involved in the management of the Registry and/or the .vu domain name space
- 15.2 The zone data may not be released to third parties unless there is sufficient reason to justify such release. The Regulator will retain sole discretion regarding whether or not to release zone data.
- 15.3 Zone data may be released where it can be demonstrated that there is a "public good" aspect to the release of the information that outweighs any adverse effect on Registrant's privacy.

- 15.4 The Regulator may grant an application on such conditions it thinks fit, including (but not limited to) requiring the applicant to enter into an agreement with the Regulator as to the terms of release. The agreement may:
- a. reflect the information provided in the application;
 - b. confirm that the applicant agrees to be bound by the .vu policies;
 - c. require deletion of the zone data after use or after a prescribed time;
 - d. include sanctions in the event of a breach of the agreement; and
 - e. include any other conditions that the Regulator, in its sole discretion, consider appropriate.
- 15.5 The Regulator may use the zone data to ensure the efficient management and operation of the .vu zone and .vu domain name space, for reasons of "public good", and for developing new services.
- 15.6 An application to request .vu zone data may be made to the Regulator in any form specified in a Rule by the Regulator, and, failing that, in any written form.
- 15.7 Information required in support of the application includes, but may not be limited to, the following:
- a. The purpose the applicant will be using the information for.
 - b. The reason the applicant needs to obtain the information from the zone data.
 - c. How often the applicant wishes to receive the zone data and the period of time the zone data will be required, i.e. a single file, up to a specified date or indefinitely.
 - d. What information will be made public.
 - e. How long after receipt of the zone data the information from it will be publicly released.
 - f. The "public good" purpose the information will be put to.
 - g. Whether the applicant intends to retain the information and, if so, why.
 - h. The measures that are in place to protect Registrants' privacy.
 - i. Any confidentiality agreements in place with its staff or contractors.
- 15.8 The Regulator, at its sole discretion, may either approve or decline the .vu zone data application, or seek further information from the applicant. In making its decision the Regulator may consult with the Registry Operator.