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**TELECOMMUNICATIONS AND
RADIOCOMMUNICATIONS REGULATION ACT
NO. 30 OF 2009**

- VANUATU DOMAIN NAME MANAGEMENT
AND ADMINISTRATION REGULATION
ORDER NO. 206 OF 2016



REPUBLIC OF VANUATU

TELECOMMUNICATIONS AND RADIOCOMMUNICATIONS REGULATION ACT NO. 30 OF 2009

Vanuatu Domain Name Management and Administration Regulation Order No. 206 of 2016

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REPUBLIC OF VANUATU

TELECOMMUNICATIONS AND RADIOCOMMUNICATIONS REGULATION ACT NO. 30 OF 2009

Vanuatu domain name Management and Administration Regulation Order No. *206* of 2016

In exercise of the powers conferred on me by paragraph 7(4)(e) of the Telecommunications and Radiocommunications Regulation Act No. 30 of 2009, I, DALSIE BANIALA, the Telecommunications and Radiocommunications Regulator, with the approval of the Minister responsible for telecommunications, make the following Regulation.

PART 1 PRELIMINARY

1 Definition

In this Regulation, unless the contrary intention appears:

Act means the Telecommunications and Radiocommunications Regulation Act No. 30 of 2009;

ccTLD has the same meaning as “country code top level domain” under this clause;

country code top level domain means a domain entered into the IANA database at the top-level of the global domain name system assigned according to a two-letter code based on the ISO 3166 standard “Codes for the Representation of Names of Countries and Their Subdivisions”;

DNS has the same meaning as domain name system under this clause;

DNS root zone means the top-level DNS zone in the domain name system managed by ICANN;

DNSSEC means domain name system Security Extensions;

DNS service means a service for entering registration information about a .vu domain name into the name servers of the Registry Operator;

DNS zone means a distinct, contiguous portion of the domain name space in the domain name system for which administrative responsibility has been delegated to a single manager;

domain means a subset of a domain name system hierarchy used to group and identify a specific set of internet resource records typically common to or under the control of a particular entity;

domain name means a sequence of characters that defines an address of a realm of administrative autonomy, authority or control in the internet and which can be resolved by the domain name system into the numeric internet protocol address used by the internet;

domain name system means the hierarchical system of domain names that are associated with internet protocol addresses for use within the internet;

EPP has the same meaning as extensible provisioning protocol under this clause;

EPP Service means the Extensible Provisioning Protocol Service provided by a Registry Operator to enable multiple Registrars to administer domain name information;

extensible provisioning protocol means the protocols developed by the Internet Engineering Task Force and used to provide a method of communications between Registries and Registrars;

fourth-level domain means the alphabetic string before the dot in the third-level domain, as identified in Schedule 1;

IANA means the Internet Assigned Numbers Authority, a department of ICANN;

IANA database means the root zone Database list of top level domains maintained by IANA;

ICANN means the Internet Corporation for Assigned Names and Numbers, a non-profit organisation incorporated in the United States of America;

IP means internet protocol;

internet protocol address means the numerical label by which a location in the internet is identified by computers using the internet protocol suite;

Moderator means a person or organization that is approved by Regulator to administer a particular second level domain of the .vu ccTLD;

moderation means the process by which the eligibility of a person seeking to register a .vu domain name within certain second-level domains is scrutinised prior to the registration;

name server means a computer that has both the software and the zone data needed to resolve domain names to internet protocol addresses;

Operational Guidelines means guidelines approved the by Regulator;

person includes either natural person or any other entities incorporated by the Vanuatu Financial Service Commission;

personal data refers to data about any identified or identifiable natural person;

revocation means the process by which IANA removes its assignment of responsibility for the administration of a top level-domain in the domain name system root zone;

registrant means the person who holds the right to use a specific .vu domain name for a specified period of time;

Registrar refers to a person or entity that contracts with a Registrant and with the Registry Operator and collects registration data about the Registrant and submits registration information for entry in the Registry and who has been accredited by the Regulator for this purpose;

registrar agreement refers to the agreement executed between the Registry operator and a Registrar for the provision of registry services to the Registrar;

registry services agreement refers to the agreement executed between the Registry operator and the Telecommunication and Radiocommunication Regulator for the provision of registry services in Vanuatu;

registration services means services provided by a Registrar to a Registrant in connection with a .vu domain name and includes collecting registration data about the Registrant and submitting registration information for entry in the Registry;

registry means a database administered by the Registry Operator consisting of data about one or more .vu domain names within the .vu ccTLD that is used to generate authoritative DNS resource records or responses to domain name available lookup requests or WHOIS queries for some or all of those .vu domain names;

registry operator means the entity that has the exclusive responsibility to maintain the Registry and to provide registry services in relation to the second-level domains in the .vu ccTLD;

registry services means the services supplied by a Registry Operator to a Registrar and includes the EPP Service, the WHOIS Service, and the DNS service, and other services offered by the Registry Operator;

Regulator means the Telecommunications and Radiocommunications Regulator appointed (or deemed to be the Regulator) pursuant to section 4 of the Act;

Restricted Name means individual domain names reserved from registration or with specific registration criteria attached;

resolve the process by which domain names are used in the domain name system to determine the internet protocol address that corresponds to a particular domain name;

second level domain means the alphanumeric string before the dot in front of the .vu top level-domain in the .vu ccTLD, as identified in Schedule 1;

shared registry system means the process and system by which a single Registry is maintained for the restriction of domain names and associated technical and administrative information by multiple Registrars;

third-level domain means the alphabetic string before the dot of the second-level domain, as identified in Schedule 1;

transfer means the process by which IANA changes its assignment of responsibility for the administration of a top level-domain in the domain name system root zone;

UDAI means a unique domain authentication identification;

Vanuatu internet community refers to the internet industry, internet users, government and other public authorities in Vanuatu;

.vu ccTLD means the country code top level-domain that is the area of the domain name system administered by Vanuatu;

.vu means the univocal label country code top level-domain assigned to identify Vanuatu as a nation in the domain name system;

.vu domain name means a domain name within the .vu ccTLD;

.vu ccTLD Management Contract means an agreement between the Registry Operator and the Regulator relating to the management of the Registry in the public interest;

WHOIS means a protocol used to query a Registry for information about domain name registrations;

WHOIS data means the data and information fields in a Registry that may be queried using a WHOIS service;

WHOIS service means a method made available to the public by the Registry Operator to query the Registry database to determine certain information relating to a .vu domain name;

zone data means a list of the .vu domain names that are registered in the .vu ccTLD DNS zone, the names of name servers, the internet protocol addresses of the Name services and certain other technical information.

PART 2 STRUCTURE OF THE .VU.CCTLD

2 Domain names

- (1) A .vu domain name must not be longer than sixty-three characters in length.
- (2) To avoid doubt subclause (1) includes the number of characters used in the third-level domain, the second-level domain and the .vu ccTLD.
- (3) A .vu domain name is not case sensitive.

3 Moderated domain names

- (1) A person must not use a second-level domain set out in Schedule 2 unless that person is authorized to register that second-level domain as specified under Schedule 2.
- (2) An application to register a second-level domain that is specified in Schedule 2 is to be moderated prior to acceptance in accordance with the Operational Guidelines to ensure that the person requesting registration is eligible to register a .vu domain name within that second-level domain.
- (3) Subject to subclause (4), the Regulator may, by amendment to Schedule 2, specify additional second-level domains if:
 - (a) the second-level domain represents the interests of a significant and identifiable interest community of people in Vanuatu; and
 - (b) the community has been established or has existed for a significant period and is on-going; and
 - (c) the name used to represent the second-level domain is an obvious derivative of a word that properly describes the community of interest; and
 - (d) the second-level domain does not conflict with, duplicate or cause confusion about, any existing second-level domain and is a useful addition to the current domain name system hierarchy; and
 - (e) the addition of the second-level domain would not bring the .vu ccTLD into disrepute.
- (4) The Regulator must not remove or amend a second-level domain specified in Schedule 2 unless the Regulator has conducted a public consultation

with the Vanuatu Internet Community on the proposed amendments and ensures that:

- (a) the public consultation explains the proposal and its potential implications for Registrants; and
 - (b) the public consultation has provided for a period of at least 30 days for comments and submissions to be made by interested members of the public; and
 - (c) the overwhelming majority of participants in the public consultation process support the proposed removal or amendment.
- (5) To avoid doubt, the proposed amendments under subclause (3) may include either a removing an existing or inserting a new second level-domain.

4 Third-level domains

- (1) A third-level domain may only contain a combination of any of the following thirty-seven characters:
- (a) the twenty-six unaccented Roman letters;
 - (b) the ten western digits; and
 - (c) hyphens.
- (2) To avoid doubt, characters under subclause (1) are a-z inclusive and 0-9 inclusive.
- (3) The first or last characters of a third-level domain must not be a hyphen.
- (4) The first four characters of a third-level domain must not be “xn--”.
- (5) The characters corresponding to a second-level domain set out under Schedule 2 must not be used as a third-level domain.
- (6) To avoid doubt, characters set out as second-level domains under Schedule 2 must not be used as a third-level domain.

PART 3 FUNCTIONS OF THE REGULATOR

5 The functions of the Regulator in the management of the .vu ccTLD

The Regulator has the following functions in relation to the management and administration of the .vu ccTLD and its sub-domains:

- (a) to make, amend and enforce this Regulation relating to the management and administration of the .vu ccTLD;
- (b) to determine the wholesale fee that may be charged by the Registry Operator to Registrars for the registration of .vu domain names;
- (c) to select and designate the Registry Operator;
- (d) to request IANA to make a revocation or transfer of the .vu ccTLD;
- (e) to provide instruction and guidance, via Operational Guidelines pursuant to this Regulation, to Registrars in the manner in which they deal with Registrants;
- (f) to accredit Registrars and, where appropriate, revoke that accreditation;
- (g) to determine the arrangements under which the Registry Operator and Registrars will manage and administer the .vu ccTLD and its sub-domains;
- (h) to monitor the performance of the Registry Operator and Registrars to ensure the operational stability and utility of the .vu ccTLD and, more generally, the Internet's unique identifier system;
- (i) to ensure that Registrars have equal access to registry services supplied by the Registry Operator;
- (j) to promote competition, fair trading and consumer protection in the supply of Registration Services;
- (k) to represent the .vu ccTLD at ICANN and other international forums;
- (l) to ensure that Registrars establish and apply appropriate complaint handling and dispute resolution processes to address grievances relating to the registration and administration of .vu domain names;
- (m) to ensure that the management and administration of the .vu ccTLD and its sub-domains is responsive to the needs of the Vanuatu Internet community;

- (n) to perform such other functions as are necessary to ensure the effective management and administration of the .vu ccTLD;
- (o) to comply with all laws of Vanuatu and to ensure that the .vu registered domain does not promote activities that are illegal in Vanuatu;
- (p) to promote internet best practice; and
- (q) to ensure that proper security measures are taken at the Registry level, including implementation of DNSSEC.

6 Determination of management and administration arrangements

- (1) A Registrar must not enter into an agreement with the Registry Operator unless the Registrar has been accredited by the Regulator under clause 16.
- (2) The Regulator is to enter into an agreement with the Registry Operator to authorise the Registry Operator to provide registry services to all authorised Registrars.
- (3) Despite the registry service agreement under subclause (2), the Registry Operator must comply with this Regulation and with all Operational Guidelines promulgated pursuant to this Regulation.
- (4) Subject to this Regulation, the Regulator may:
 - (a) develop or amend Operational Guidelines specifying the processes and procedures relating to the management and administration of the .vu ccTLD and its sub-domains with which the Registry Operator and Registrars are to comply;
 - (b) amend Registrar Accreditations Agreement; and
 - (c) amend the Registry Operator .vu ccTLD management agreement with Regulator.
- (5) Where the Regulator determines that in the overall public interest there is a need to develop or amend Operational Guidelines, amend Registrar Accreditations or to amend the Registry Operator .vu ccTLD Management Contract referred to in subclause (2) on an urgent basis that precludes public consultation for 30 days the Regulator may determine a lesser period of public consultation or proceed without public consultation at all, provided that in such circumstances the Regulator subsequently publishes a statement setting out the circumstances that required a shorter period of public consultation or no public consultation, as the case may be.

- (6) The Regulator may in writing direct the Registry Operator or a Registrar:
- (a) to achieve specific outcomes which are consistent with this Regulation made pursuant to this Regulation; or
 - (b) to address a particular matter in a particular manner consistent with this Regulation made pursuant to this Regulation; or
 - (c) to provide information, documents or other media in its possession relating to the operation of the Registry or of the registry services to the Regulator within a reasonable or specified time; or
 - (d) to do anything that is consistent with this Regulation made pursuant to this Regulation that is convenient or necessary for the operation of the Vanuatu domain name system.
- (7) A written direction made under this clause:
- (a) must not have retrospective effect; and
 - (b) is a decision of the Regulator for the purposes of Part 10 of the Act.

7 Public consultation

- (1) Before amending the Operational Guidelines, the Regulator must:
- (a) prepare and publish a discussion paper that:
 - (i) identifies the issues that, in the Regulator's opinion, are relevant to that matter; and
 - (ii) sets out such background material about, and discussion of, those issues as the Regulator thinks appropriate; and
 - (iii) includes a copy of a draft amendments to the Operational Guidelines; and
 - (b) cause to be widely published a notice:
 - (i) stating that the Regulator is proposing to amend the Operational Guidelines ;
 - (ii) giving a short summary of the purpose and effect of the draft amendments to the Operations Guidelines; and

- (iii) identifying the period within which, and the from in which, members of the public may make submissions to the Regulator about the matter.
- (2) The period specified in subclause (1) must run for at least 30 days after the publication of the notice.
- (3) If interested parties have given comments in accordance with a notice under subclause (1), the Regulator must have due regard to those comments in amending the Operational Guidelines.

8 Compliance

- (1) A Registry Operator or a Registrar must comply with the requirements imposed by Operational Guidelines.
- (2) In addition to subclause (1), a Registry Operator or a Registrar to whom a direction under subclause 7(7), clause must comply with such directions.

9 Register of determinations

The Regulator is to publish a copy of all Operational Guidelines in the public register it maintains for the purposes of section 10 of the Act.

PART 4 REGISTRY OPERATOR

10 Interim and On-going Registries and Registry Operators

- (1) Telecom Vanuatu Limited is to be authorised as the interim Registry Operator until such time as an on-going Registry Operator is selected, authorised and ready to commence operations.
- (2) The Registry operated by Telecom Vanuatu Limited is to be the interim Registry until that time, and the Regulator will publish a statement providing Telecom Vanuatu Limited and the public at least six months' notice before that time.
- (3) Any actual or claimed intellectual property rights acquired by Telecom Vanuatu Limited as a consequence of its management, administration or marketing of the .vu ccTLD is not to be exercised in any way that impedes:
 - (a) the authorisation of a Registry Operator by the Regulator under clause 11;
 - (b) a revocation or transfer of the .vu ccTLD; or
 - (c) the transfer of the records that make up the Registry to a Registry Operator.
- (4) The Regulator is to develop and carry out a competitive selection process in order to select a person to be the Registry Operator on an ongoing basis, subject to the terms of authorisation.
- (5) In implementing the competitive selection process, the Regulator is to:
 - (a) ensure that the publicity for a competitive selection process under subclause (4) is sufficient to notify potential bidders in advance of the implementation of the process;
 - (b) issue a request for proposals that specifies:
 - (i) the details of the Registry Operator role and the selection process for the Registry Operator;
 - (ii) a detailed description of the services to be provided, quality of service obligations, and the operational and security requirements;
 - (iii) the competitive selection process and estimated timelines;

- (iv) the minimum qualifications and other requirements for eligible bidders and the related evidentiary requirements;
 - (v) the selection and evaluation criteria for evaluating proposals and selecting the winning proposal; and
 - (vi) the form of the .vu ccTLD Management Contract to be executed with the Regulator.
- (6) The Regulator is to include in the qualification criteria based on the industry standards and other requirements for eligible bidders, at a minimum, that the bidder should demonstrate or provide evidence, including appropriate statements of intent where appropriate, that it:
 - (a) is currently, or will on selection become, a company, association or incorporated society legally registered to operate in Vanuatu, or other body established under a law of the Republic of Vanuatu, that has capacity to enter into a contract;
 - (b) has the financial capacity sufficient to establish and operate the Registry;
 - (c) has the technical and administrative competency to establish, operate, manage and administer the Registry;
 - (d) will manage and administer the .vu ccTLD in the interests of the Vanuatu Internet Community and also the global Internet community;
 - (e) has an appropriate and realistic business plan;
 - (f) will have the operations and key servers for the Registry;
 - (g) will conduct itself and manage the Registry in a manner that complies with the laws of the Republic of Vanuatu, this Regulation and all relevant determinations, orders and decisions of the Regulator; and
 - (h) will liaise with ICANN, IANA and appropriate ccTLD authorities as necessary to validate the selected Registry organization.
- (7) For the purposes of subclause (6), **Industry standards** means domain standards as outlined in DNS-related RFCs.

11 Authorisation of the Registry Operator

- (1) If, following the conduct of a competitive selection process under subclause 10(4), the Regulator identifies a suitable and competent person to be the Registry Operator, the Regulator is to authorise that person to be the Registry Operator.
- (2) An authorisation made under subclause (1) is to remain in effect until it is revoked by the Regulator under clause 15.
- (3) The Regulator is to inform ICANN that the Regulator is the person authorised by the Government of the Republic of Vanuatu to hold ICANN's delegation of responsibility for the administration of the .vu ccTLD in the domain name system root.
- (4) The Regulator is not obliged to authorise any person to be the Registry Operator following the completion of a competitive selection process under clause 14, in which case Telecom Vanuatu Limited will continue to be the interim Registry Operator.

12 .vu ccTLD Management Contract

- (1) A person authorised as the Registry Operator under clause 11 is to execute a .vu ccTLD Management Contract with the Regulator.
- (2) A .vu ccTLD Management Contract must, at a minimum, incorporate the provisions specified in Operational Guidelines made pursuant to this Regulation.

13 Functions of the Registry Operator

- (1) The Registry Operator is to be responsible for:
 - (a) establishing, operating, maintaining and controlling the Registry and managing the .vu ccTLD under a Shared Registry System;
 - (b) supplying registry services to Registrars;
 - (c) cooperating with moderators appointed by the Regulator in relation to requests for the registration of relevant domain names for second-level domains that are specified in Schedule 3;
 - (d) where moderators have not been appointed by the Regulator, moderate requests for the registration of domain names for second-level domains; and
 - (e) such other duties that the Vanuatu Internet Community believes a modern and neutral Registry Operator should perform.

- (2) The Registry Operator has the management authority for all of the second-level domains specified in Schedule 2.
- (3) The Registry Operator must not be a Registrar at the same time as it is the Registry Operator.
- (4) Despite subclause (3), Telecom Vanuatu Limited may be a Registrar at the same time as it is the interim Registry Operator for the purposes of subclause 10(1).

14 Registrar Accreditation

The Registry Operator is to supply registry services to Registrars in accordance with the Registrar's accreditation by the Regulator.

15 Revocation of the authorisation of a Registry Operator

The Regulator may revoke the authorisation of a Registry Operator where:

- (a) the Registry Operator has been declared bankrupt or is being wound-up pursuant to the Companies Act (or has had a liquidator appointed);
- (b) the Registry Operator has been found guilty of a crime in a court in the Republic of Vanuatu or in any other jurisdiction; or
- (c) the Registry Operator has failed to comply with the obligations imposed by:
 - (i) this Regulation;
 - (ii) a direction made by the Regulator under clause 6; or
 - (iii) the .vu ccTLD Management Contract,

the failure is considered to be serious or ongoing, or both, as determined by the Regulator.

PART 5 REGISTRARS

16 Accreditation of Registrars

- (1) A person may apply to the Regulator for accreditation as a Registrar of .vu domain names.
- (2) An application for accreditation must be in accordance with Operational Guidelines made pursuant to this Regulation by the Regulator from time to time.
- (3) The Regulator is to process applications for accreditation in the order in which they are received.
- (4) The Regulator is to process an application for accreditation within 30 days of receipt of the application under subclause (3).
- (5) There is to be no limit to the number of Registrars that the Regulator may accredit.

17 Obligations and responsibilities of a Registrar

- (1) A Registrar is to:
 - (a) comply with the requirements of the laws of Vanuatu, this Regulation and directions made by the Regulator pursuant to this Regulation, and the terms of its Accreditation by the Regulator;
 - (b) pay to Telecommunication and Radiocommunication Regulator and the Registry operator all applicable fees associated with each .vu domain name registered;
 - (c) ensure that its employees are trained on and informed of all of the Registrar's obligations; and
 - (d) establish a dispute and complaint resolution process that is:
 - (i) consistent with this Regulation made by the regulator; and
 - (ii) clearly publicised and readily accessible to Registrants.
- (2) A Registrar must not unreasonably withhold the use of a domain name unless that domain name is for the Registrar's own use which has been specifically approved by the Regulator.

18 Terms and conditions for the supply of Registration Services

A Registrar must supply Registration Services to a Registrant on terms and conditions that are consistent with the laws of Vanuatu, this Regulation and directions made by the Regulator pursuant to this Regulation.

19 Revocation of the accreditation of a Registrar

The Regulator may revoke the accreditation of a Registrar in the following circumstances:

- (a) the Registrar has been declared bankrupt, is being wound-up pursuant to the Companies Act or has had a liquidator appointed;
- (b) the Registrar has been found guilty of a crime in a court in the Republic of Vanuatu or in any other jurisdiction; or
- (c) the Registrar has failed to comply with:
 - (i) this Regulation, Operational Guidelines and directions made by the Regulator pursuant to this Regulation or the obligations imposed by the Registrar's accreditation; and
 - (ii) the failure is considered to be serious or ongoing, or both, as determined by the Regulator; or
- (d) the Registrar has not been operating or has not connected to the Shared Registry System within six months of the date of accreditation.

PART 6 REGISTRANTS

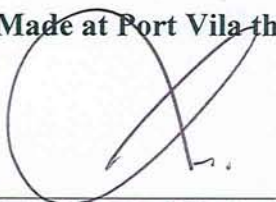
20 Obligations of a Registrant

- (1) The obligations of a Registrant to the Registrar are set out in the Registrant's agreement with its Registrar.
- (2) That agreement must be consistent with the Operation Guidelines.
- (3) In addition to subclause (1), the registrant has the following obligations:
 - (a) to comply with all of the obligations as listed in the Registrar/Registrant Agreement.
 - (b) to ensure all information given to the Registrar is accurate and complete.
 - (c) to keep the Registrar informed of changes to information in the Register or required by the Registrar.
 - (d) to ensure their use of a domain name will not infringe any intellectual property rights, and indemnify the Registrar against any claim resulting from a breach of this obligation.
 - (e) to ensure the Registrar's services, and the domain name, are not used for an unlawful purpose.
 - (f) to ensure that any order of any Court or other Tribunal having jurisdiction regarding any domain name registered to a Registrant is complied with.
 - (g) to ensure everyone the Registrant is responsible for, or who uses a domain name registered by the Registrant, complies with the provisions of Regulation.
 - (h) to raise any complaints with the Registrar within 60 days from the date the relevant service was supplied to them. If the Registrar and Registrant are unable to resolve the complaint it may be presented to the Regulator who will decide whether to investigate it.
 - (I) to pay all registration fees when they become due.

21 Commencement

This Regulation commences on the day on which it is made.

Made at Port Vila this 9th day of December, 2016.

A handwritten signature in dark ink, consisting of a large, stylized loop followed by a horizontal stroke and a small upward tick.

DALSIE BANIALA

Telecommunications and Radiocommunications Regulator

SCHEDULE 1

DOMAIN NAME HIERARCHY

www	.fourth	.example	.com	.vu
Host name	Forth-Level Domain, a subdomain of .example	third-level domain, a subdomain of .com	second-level domain, a subdomain of '.vu'	Top-level domain (TLD), specifically a Country Code top level-domain (ccTLD).

In the above case using the example, www.fourth.example.com.vu, .vu is the top level domain, .com is the second level domain, .example is the domain name and .fourth is the subdomain.

SCHEDULE 2

LISTED MODERATED SECOND-LEVEL DOMAINS

Second Level Domain	Purpose
.com.vu	For organisations and individuals involved in commercial activities.
.org.vu	For charities and non-profit organisations.
.net.vu	For organisations and individuals involved in the establishment and provision of network and online services.
.edu.vu	For registered educational institutions accepted.
.gov.vu	For central and local-level Government agencies or organisations operating with statutory powers.

SCHEDULE 3

OPERATIONAL GUIDELINES

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 Rules. 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 Operational Guidelines 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 Operational Guidelines.
- 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 are to 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. Restricted Names**
- 3.1 A list of restricted names is to be maintained at the Registry and special conditions will apply for registration of a Restricted name. Names may be restricted if they satisfy the following criteria
- (a) are reasonably likely to cause confusion with names in general use in Vanuatu; or
 - (b) may be misleading; or
 - (c) may suggest a government function where none is involved; or
 - (d) infringe guidelines or Rules on the matter issued by the Regulator.

- 3.2 For the purposes of subclause 3.1, **Restricted Name** means domain names restricted for registration.

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;
 - b. Registrant Name;
 - c. Registrant Contact Details;
 - d. Registrant Reference;
 - e. Administrative Contact Details;
 - f. Technical Contact Details;
 - g. Billing Term;
 - h. 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 Operational Guidelines.
- 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 Operational Guidelines 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;
 - (a) Registrar;
 - (b) Date registered/created;
 - (c) Date last modified;
 - (d) DNS Server;
 - (e) Registrant Name
 - (f) Registrant Contact Details;
- and if applicable:
- (i) DS Records;
 - (ii) Date cancelled; and

(iii) 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 Operational Guidelines 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:

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- 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.