

MOU – GDNR & GDC

1.INTRODUCTION

This Memorandum of Understanding (MoU) is entered into on this day of2021 between GHANA DOMAIN NAME REGISTRY the implementing agency of MINISTRY OF COMMUNICATIONS (hereinafter called 'GDNR') of the one part;

AND

GHANA DOT COM ("GDC") a Ghana-based technology company, with address PMB CT 358 Cantonments Accra (hereinafter called 'GDC') of the other part.

2. PREAMBLE

2.1 Whereas an Act of Parliament (ACT 772), the Electronic Transactions Act, 2008 (the "Act") has established a Domain Name Registry to be responsible for the .gh top level domain namespace (the "namespace") after re-delegation by the Internet Corporation for Assigned Names and Numbers (ICANN) on behalf of the people of Ghana; and

2.2 Ghana Dot Com and its antecedents have managed the .gh domain name registry from 1995 till present based on the requirements of RFC 1591, prior to the formation of ICANN and the enactment of the Electronic Transactions Act, 2008. The .gh registry implements a 3R system with the Registry, Registrars and Registrants.

2.3 With Cabinet having decided to give effect to the law and GDNR ready to assume the management and administration of the namespace in accordance with the law, GDC, which is the current managing entity of the namespace is willing and offering to transfer the management responsibility to the GDNR in the implementation of the Act.

2.4 Recognizing that the transfer process has begun, with the domain registry system servers currently hosted at NITA premises and NITA and GDC are registrars, and that the domain name registry of the .gh ccTLD is to be managed in the interest of and in consultation with the local Internet community while being in consideration of the global Internet community.

2.5 GDC will request the re-delegation of the .gh registry domain name space function by ICANN, the designated world body responsible for managing the global domain name space through its implementing agency the Internet Assigned Numbers Authority (IANA).

3. THE PARTIES NOW HEREBY AGREE AS FOLLOWS:

3.1 Article 1

SUBJECT

3.1.1 This MoU is intended to define the roles and obligations of the parties to complete the effective and seamless transfer of the administration and management of the namespace from GDC to GDNR.

3.2 Article 2 **COMMITMENTS OF THE PARTIES**

3.2.1 GDNR shall prepare a plan (which shall (be annexed to and form part of this Memorandum of

Understanding) outlining the how it will administer the namespace upon the transfer from GDC to it.

3.2.2 GDC shall co-operate with GDNR and take any or all actions necessary to transfer and perfect the responsibility of the management of the .gh registry domain namespace by GDNR.

[3.2.3 GDC will provide documented consent for the transfer of the Registry to GDNR]

3.2.4 GDNR and GDC agree that upon satisfactory completion of all necessary processes, GDC in cooperation with GDNR to change the IANA delegation manager and administrative representatives to GDNR contacts within six months.

[stepwise transitions better]

3.2.5 The GDNR will develop the necessary systems and engage the relevant personnel and groups and will continue to increase efforts in that direction to facilitate the management of all software systems required to run the registry.

3.2.6 The GDNR will liaise with various governmental agencies to help market and grow the domain name space.

3.2.7 GDNR will build a strong local and international community consisting of Registrars, sister Registries and support organizations such as ICANN CCNSO, consultants to provide increasing up to date support for the registry.

3.2.8 GDC will transfer to GDNR all the system artifacts necessary for the smooth , stable and secure running of the registry for the benefit of the public.

[specify specific system artifacts intended to be clear]

3.2.9 GDC shall provide GDNR with access and total control of all the hardware required to run the registry.

[specify what mean by total control to be clear]

3.2.10 GDNR shall solely manage and be responsible for the operation of the registry namespace function after the execution of this MoU.

3.2.11 The GDNR shall run the Registry with due consideration for the stipulated restriction on disclosure of information and according to the provisions of the law.

3.2.12 GDNR and GDC each represent and warrant that it has all necessary rights, powers and authorization to perform all obligations under this MoU.

3.2.13 GDC represents and warrants that it has been delegated operating rights in service of the local Internet community and the global internet community to manage the namespace and there are no disputes with any third party in this regard.

3.2.14 The GDNR will collaborate with the local Internet community. in formulating policies relating to the domain name registry.

3.2.15 The GDNR will make every effort to foster a 3-R environment, encouraging the operation of registrar companies to support in the growth and maintenance of the namespace.

3.2.16 GDC, an ICANN accredited registrar, and NITA shall remain registrars to .gh registry for stable operations.

3.2.17 The GDNR shall maintain the primary operational base for the .Registry in Ghana in accordance with ICANN guidelines and principles and in alignment with Ghana law.

3.2.18 GDNR acknowledges and recognizes the contributions of GDC in operating the in country registry and amassed experience in the Domain Name Industry in Ghana over the years, as such the GDNR will:

3.2.18.1 In the event of not being in a position to any longer manage the Registry give GDC the right of first refusal

3.2.18.2 Appreciate and Compensate the decades of contributions with 10% of the fee for every domain name sold or renewed, to a not for profit organization of choice of the .gh admin PoC, who so designates Internet Society of Ghana as the beneficiaries

3.3 Article 3

CONFIDENTIALITY

3.3.1 All information of a specific nature shall be considered as confidential and may not be disclosed without the prior written consent of the other party.

3.4 Article 4

REVISION AND AMENDMENT

3.4.1 This MoU may not be amended except in writing signed by both parties.

3.5 Article 5

VALIDITY AND TERM

3.5.1 This MoU shall come into force from the date of its signature by the parties and shall subsist for as long as the parties herein exist, or it is otherwise terminated.

3.5.2 This MoU and any dispute arising out of it or in connection with it shall be governed by and interpreted in accordance with the laws of the Republic of Ghana.