

**Croatian Academic and Research Network – CARNET** Zagreb, J. Marohnića 5, OIB (Company Identification Number): 58101996540, represented by CEO Hrvoje Puljiz (hereinafter: CARNET)

and

**<REGISTRAR>**, <address>, <city>, <OIB (Company Identification Number) :/ VAT number:>, represented by <title> >first name and last name> (hereinafter: Registrar)

concluded on the day \_\_\_\_\_ on the basis of Art. 26 of the Ordinance on the Organization and Management of the Top-level National Internet Domain (OG 83/23), (hereinafter: the Ordinance) and on the basis of the decision of the CARNET Managing Council dated \_\_\_\_\_, adopted at the proposal of the .hr Domain Management Committee (hereinafter: the Committee), the following

## **AGREEMENT on the transfer of domain registration tasks**

### **Subject of the Agreement**

#### **Article 1**

With this Agreement, CARNET transfers the following domain registration activities from its scope to the Registrar (hereinafter: registration activities):

- Secondary .hr domain registration
- Lower-level paid domain registration (.com.hr)

The Registrar shall perform registration activities by registering domains on behalf of the user, for which it undertakes to pay CARNET the fees set out in this Agreement.

### **Registration tasks**

#### **Article 2**

Registration tasks are:

- Registration of new domains;
- Renewal of the registration of existing domains;
- Deletion of domains;
- Transfer of rights to the registered domain;
- Change user data.

### **General conditions for performing registration activities**

#### **Article 3**

By signing this Agreement, the Registrar confirms that it is a legal or natural person with an independent activity that has its registered office in the European Union.

### **Requirements for the performance of registration activities**

#### **Article 4**

The Registrar shall meet the following conditions:

- Have its own domain under the top-level (.hr) domain and an active website where it must advertise the registration of .hr domains obligated to inform CARNET of such and provide it with the URL of that site where CARNET is authorized to refer from its pages via an appropriate active link;
- Prominently display on its web sites active links to the Ordinance and other relevant documents on the websites designated by CARNET;
- Clearly and visibly highlight the Price list of its services on its website, in which the prices of domain registration activities will be expressed separately, as well as the appropriate warnings related to the conclusion of an online Agreement, in accordance with the regulations governing the field of consumer protection;
- Ensure correct user data on domains collected in the .hr Domain Registry database. Data include domain name, domain registration date, domain user name, email address and contact telephone number;
- Identify and verify the identity of the domain user and on the basis of documents, data or information obtained from a credible, reliable and independent source, including, if held by the domain user, a qualified certificate for electronic signature or electronic seal or any other secure, remote or electronic, identification procedure regulated, recognised, approved or accepted by the relevant national authorities.
- Keep the logs of all transactions for a minimum of five years, even in the event of termination of the Agreement with CARNET and inform CARNET in writing where and how it will keep the transaction logs, in accordance with the interpretation of the transaction logs adopted by the .hr Domain Management Committee. In the event of termination of the Agreement the Registrar is obliged to deposit the logs of all transactions with CARNET.
- The Registrar must complete at least one transaction through the .hr Domain Registry system in one year. Transactions include all changes that have been made to a specific domain, such as change of users, renewing registration, deleting a domain, etc.
- Have the appropriate technical knowledge and technical capabilities to communicate through the established domain registration system;
- Enable CARNET to verify competence to perform domain administration tasks through test execution of registration transactions, renewal of registration, entry of DNS server data and deletion of domains. All data and technical prerequisites for testing will be provided by CARNET.
- Provide CARNET with fixed IP addresses from which it will connect to the Electronic Application System (EPP) or other service defined by CARNET, provided that it uses such an interface;
- Ensure secure data transfer and a valid SSL certificate, if it provides an online service to end users.
- Communicate in writing the first name and last name of the contact person or persons (who must be employees of the Registrar and enable regular communication with them), provide their contact information (telephone number, e-mail address, etc.) and inform CARNET in writing of any change in this regard.
- The Registrar is obliged to immediately inform CARNET and domain users of any change in their status.

## **Obligations of the Registrar**

### **Article 5**

The Registrar shall:

- Comply with the procedures developed by CARNET for domain registration and use the programs and systems designated by CARNET;

- act in accordance to the technical recommendations addressed by CARNET;
- Cooperate with the Committee and CARNET and act on their orders;
- Act in accordance with the Ordinance and respect the arbitration decisions;
- The Registrar is obliged to respond to the request sent by CARNET or the Commission as soon as possible, and no later than three working days;
- Provide an up-to-date e-mail address through which they will communicate with the .hr Domain Registry and an up-to-date e-mail address that will be added to the registrar list through which they will receive all important notifications;
- The Registrar is obliged to take care of the security of assigned physical tokens or m-tokens that provide access to the system;
- The Registrar undertakes to inform users of any change in their status;
- The Registrar is not entitled to transfer the registration activities to third parties;
- The Registrar undertakes to operate in such a way as not to compromise the reputation of CARNET.

The Registrar is solely responsible for all activities carried out through its system.

The Registrar and CARNET shall communicate with each other in accordance with good business practices.

The Registrar may amend or supplement the registration procedure only with the prior written approval of CARNET.

## **Article 6**

The Registrar is authorized, individually or together with other persons to whom certain domain registration tasks have been transferred, to contact the Committee for instructions how to harmonize views on interpretations and practices in the application of restrictions in the registration of additional secondary domains.

If the Registrar registers a domain contrary to the rules on special restrictions regarding paid secondary domains, CARNET shall delete the domain or take another appropriate action in relation to the registered domain, and may apply an individual measure referred to in Art. 10 of this Agreement in relation to the Registrar.

## **Prohibition of exploitation of omissions, vulnerabilities and errors**

### **Article 7**

The Registrar undertakes not to exploit in any unlawful way failures of any kind, in particular: security failures, vulnerabilities and program errors of the CARNET technical system of which the Registrar becomes aware of, and not to abuse them. In the event of learning of such omissions, vulnerabilities and program errors, it undertakes to immediately inform CARNET about them and refrain from disclosing them to the public or third parties.

## **Registrar and User Relationship**

### **Article 8**

A domain user is considered to be a natural or legal person listed in the .hr Domain Registry as a domain user.

The Registrar shall:

- Offer its services and perform domain registration activities under equal and non-discriminatory conditions to all users who meet the conditions prescribed by the Ordinance;

- Introduce users to the Ordinance on the Organization and Management of the Top-level National Internet Domain.
- Act in accordance with the regulations relating to the collection and processing of personal data (for the processing of personal data carried out by the Registrar as part of the performance of the tasks referred to in Article 2 of this Agreement the Registrar and CARNET are the joint data processing manager)
- Provide timely change of data if the user requests that the domain registration tasks be performed for him by another Registrar;
- Warn the user about the importance of entering accurate data when registering a domain;
- Warn users that it is possible to make irreversible actions such as changing the user or deleting the domain via the e-mail address of the domain user specified in the .hr Domain Registry;
- Notify the domain user and all persons listed in the .hr Domain Registry of the expiration of the domain through their own system or CARNET system;
- Activities on domains without user knowledge are not allowed.

Pursuant to this Agreement, the Registrar has the right to register domains only in the name and for the account of the user, and not in its own name and for the account of third parties.

The Registrar shall refrain from any chargeable transfer of the right to use the domain outside the cases prescribed by the Ordinance and this Agreement.

If the Registrar offers other services to users in addition to domain registration, the Registrar must not deny the user the service of registering or managing the domain in the event that the user does not want to use other services.

The Registrar is not responsible for the content on the domains registered by it in the name and on behalf of the user, but remains responsible for all domains, including the content on them, which it has registered in its own name and acts as their user according to CARNET.

## **Obligations of CARNET**

### **Article 9**

CARNET undertakes to provide the Registrar with access to all resources that enable the performance of registration activities.

CARNET undertakes to maintain the registration system in an operational state and to make the necessary programs available to the Registrar in a timely manner and to provide access to the system.

## **Supervision of registration activities performances, authorization of unilateral termination**

### **Article 10**

CARNET monitors whether the Registrar complies with the contractual obligations and provisions of the Ordinance.

If it is determined that the Registrar violates any of the provisions of this Agreement, the Ordinance or the Terms and Conditions for legal and natural persons wishing to conclude an Agreement for the purpose of performing domain registration activities within the scope of CARNET, CARNET may apply one or more of the following measures:

- Give warning to the Registrar;
- Order the Registrar to take, omit or refrain from certain actions or activities and, if necessary, to set a deadline for remedying the deficiency;
- Temporarily suspend the Registrar until the conditions are met to continue performing the registration activities;
- Unilaterally terminate the Agreement, with or without notice.

## **Registration fees for registration tasks performances**

### **Article 11**

For the performance of registration activities, the Registrar undertakes to pay fees in accordance with the Price list based upon the Ordinance, proposed by the Committee and adopted by the CARNET Managing Council which is published on the CARNET web site.

For each service on the domain, the Registrar is obliged to pay CARNET the amount in accordance with the valid Price list.

Registrars for registration and domain administration activities use the application of the .hr Domain Registrar (hereinafter: the application) and/or programs and systems designated by CARNET.

The maximum amount of the invoice for the monthly period is as much as specified as upper limit for each Registrar, which is entered by CARNET in the application based upon the previously submitted guarantee.

The app automatically creates invoices on the last day of the month for the previous month. The minimum amount of the guarantee or the maximum amount of the invoice for the monthly period is 1,327.23 EUR (one thousand three hundred twenty seven Euro and twenty three cents). The maximum invoice amount for the monthly period is equal to the Registrar's guarantee.

## **Obligation to obtain a guarantee**

### **Article 12**

Prior to the commencement of registration activities, and after signing the Agreement, the Registrar is obliged to submit a bank guarantee as a guarantee for the monthly invoice payment period. In the event that the Registrar cannot obtain a bank guarantee without a certain contract value, CARNET and the Registrar shall enter into an addendum to this Agreement.

The bank guarantee must be "on first demand", "without objection" and unconditional by which the bank undertakes to realize it on first demand and it is valid for the entire duration of the guarantee. The bank guarantee must be valid to an unchanged extent during the entire period of validity of this Agreement, provided that the Registrar may always, in accordance with its scope of planned activities, that are the subject of this Agreement, change the amount of the guarantee, but only to a higher amount than the minimum required amount referred to in Article 11.

CARNET is authorized to collect due and unpaid claims against the Registrar from the bank guarantee on the basis of performing registration activities within 30 days from the issuance of the invoice to the Registrar by which the Registrar exceeds the amount of the submitted guarantee.

Instead of submitting a bank guarantee, the Registrar has the possibility to make a cash deposit in the required amount or in a larger amount in accordance with the rules applicable to the bank guarantee. The deposit is to be paid in the appropriate amount in favour of an account of the National Budget IBAN: HR1210010051863000160 or SWIFT code of the National Budget: NBHRHR2X. For the purpose of payment, it is necessary to state that this is a guarantee for the proper fulfilment of the Agreement - the Registrar, please indicate the number of the CARNET Agreement and indicate the following model and reference number: model: 64, reference number: 9725-21852-OIB (company identification number), (the Registrar specifies his OIB or VAT number). Proof of payment of the cash deposit shall be submitted by the Registrar before the commencement of registration activities, to the address of CARNET.

CARNET is authorized to disable the Registrar's access to the system and further domain registration if the amount owed by the Registrar on the basis of domain registration to CARNET exceeds the amount of the guarantee obtained by the Registrar.

## **Initial one-off fee**

### **Article 13**

Upon conclusion of this Agreement the Registrar is obliged to prove that it has paid a one-off amount of compensation of EUR 530.89 (to say: five hundred thirty Euro and eighty nine cents) to the account designated by CARNET, which CARNET confirms by signing this Agreement, unless the Registrar has performed the obligation to pay the one-off fee on the basis of previous agreements.

In the event of termination of this Agreement for any reason, the fee referred to in paragraph 1 of this Article shall not be refunded.

## **Payment method**

### **Article 14**

Fees referred to in Art. 11 the Registrar pays on the basis of invoices issued by CARNET every month. At the request of the Registrar, invoices may also be issued at more frequent intervals.

## **Duration of the Agreement**

### **Article 15**

This Agreement shall enter into force on the date of signature and shall be concluded for a period of one year, and shall be effective at the moment of CARNET's receipt of the bank guarantee.

If neither Party notifies the other no later than 90 days before the expiration of the term for which the Agreement was concluded of its intention not to extend the Agreement, this Agreement shall be automatically extended for the following year.

## **General and final provisions**

### **Article 16**

Both Contracting Parties may terminate this Agreement by written notice delivered by registered mail to the other Contracting Party with a notice period of 90 days.

This Agreement shall be terminated by force of law and if CARNET loses the right to perform registration activities regardless of the reason. CARNET shall not be liable to the Registrar for damages caused by such termination.

CARNET shall inform the Registrar without delay of any fact of which it becomes aware, which may reasonably cause the termination of CARNET'S competence for domain registration activities.

### **Article 17**

All possible disputes arising in the execution of this Agreement, the Contracting Parties shall endeavour to resolve amicably. If a settlement fails to be reached, the authorised court shall be the competent court in Zagreb.

### **Article 18**

This Agreement has been concluded in 2 (two) identical copies with each Party retaining 1 (one) copy.

By concluding this Agreement, the contract no. \_\_\_\_\_ concluded by the Parties in the year \_\_\_\_\_ shall not be valid.

## **Article 19**

The Contracting parties accept the rights and obligations from this Agreement, and sign it personally as a sign of acceptance.

Reg. No.:

Class:

File Reference Number:

**For CARNET:**

Hrvoje Puljiz  
CEO

**For the Registrar:**