

Ref:	DNA	Version:	1.1
Title:	Policy on Domain Name Allocation Process		
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*This policy is issued by the office of the Domain Name Commissioner on behalf of [InternetNZ](#), the Internet Society of New Zealand Incorporated.*

## **POLICY ON DOMAIN NAME ALLOCATION**

### **1. Statement of Purpose**

- 1.1 This policy details the process that will be used to allocate current domain names to registrars on the registrar's initial connection to the Shared Registry System ("SRS").
- 1.2 This policy will cover the criteria used in establishing the right of the registrar to have domain names transferred to them when they sign up to the SRS.

### **2. Background**

- 2.1 InternetNZ has responsibility within New Zealand for the .nz domain name space ("DNS"). Domain names are the familiar names for Internet addresses (e.g., "www.internetnz.net.nz"). They map to unique Internet Protocol (IP) numbers (e.g., 202.36.205.10) that serve as routing addresses on the Internet. The DNS translates Internet names into the IP numbers required to transmit information across the network.
- 2.2 Up to the implementation of the SRS, the InternetNZ company Domainz acted as registry, and in some cases also as registrar. InternetNZ has implemented a SRS for the management of .nz domain name registrations and the operation of the DNS.
- 2.3 A SRS establishes a single and separate register for domain names and associated technical and administrative information. The registration of domain names and modification of information associated with that name on the register will be effected only by authorised registrars. Domainz will act as the stabilising registrar and .nz Registry Services ("NZRS") will be the new registry.
- 2.4 Up to the implementation of the SRS there were a number of different kinds of relationships between the registry (Domainz), registrars (accredited providers or agents), and the registrants (name holders). These can be summarised as:
  - 2.4.1 Where domain names were registered with Domainz on behalf of registrants by accredited .nz providers. For those domain names, Domainz billed the .nz provider, sent them the name holder ID and password, and also sent them the renewal notices.

- 2.4.2 Where the domain name registration was facilitated through unaccredited agents, or through accredited providers who did not bill their customers directly. For those domain names, Domainz billed the registrant direct, sent all renewal notices to the registrant, and supplied the Name Holder ID and password to the registrant.
- 2.4.3 Where the domain name was registered directly with Domainz without any involvement of an accredited .nz provider or agent.

### **3. Allocation Policy - Accredited .nz Providers**

Please refer definition provided in 2.4.1 above.

- 3.1 In order to become authorised registrars, organisations must meet the authorisation standards as set out by InternetNZ and sign the Authorisation Agreement (please refer to the "[Authorisation Process](#)" ("AOR")). Only authorised registrars will be able to enter into a contractual relationship with NZRS on behalf of their registrants.
- 3.2 The newly authorised registrar will provide the Domain Name Commissioner ("DNC") with an accurate list of the domain names allocated to it. This will be crosschecked with the list of domain names that Domainz has recorded as being managed by the newly authorised registrar in question. Where the lists agree, the DNC will instruct NZRS to allocate these names to the newly authorised registrar.
- 3.3 This list is to be produced in an electronic format and emailed to [allocation@dnc.org.nz](mailto:allocation@dnc.org.nz), and also as a paper list posted to PO Box 11881, Wellington, together with the completed form [DNA1](#).
- 3.4 Should there be a dispute over the list of domain names, both the prospective registrar and Domainz will be required to provide evidence to the DNC as to where the domain name should be allocated. The DNC will make the final decision as to where the disputed domain name should be allocated.
- 3.5 Registrars will be required to complete the allocation form ([DNA1](#)) declaring that the list is true and correct and indemnifying Domainz and InternetNZ from any claim arising from the transfer to them.
- 3.6 All domain names not allocated to the newly authorised registrar will remain with Domainz as the stabilising registrar. All registrants who have names in this stabilising pool of domain names will be contacted by the DNC regarding their selection of a registrar. The process for allocating names from the pool of domain names is detailed in Clause 6.

## 4. Allocation Policy - Unaccredited Agents

Please refer definition provided in 2.4.2 above.

- 4.1 In order to become authorised registrars, organisations must meet the authorisation standards as set out by InternetNZ and sign the Authorisation Agreement. Only authorised registrars will be able to enter into a contractual relationship with the SRS on behalf of their registrants.
- 4.2 No domain names will be allocated automatically to registrars as defined in the definition 2.4 b) above.
- 4.3 Under this policy a newly authorised registrar may make contact only with registrants with who it has an existing business relationship as at October 2002 with an invitation to become their registrar under the SRS. For the purpose of the Policy a “business relationship” means that the newly authorised registrar is already providing a product or service to the registrant in respect of the person’s website or domain name including (but not limited to) website hosting or website design services.
- 4.4 During the domain name allocation process the registrar will not be permitted to entice any other registrants to transfer to it and will be required to provide a statutory declaration that it has contacted only parties with who it has an existing business relationship as at October 2002.
- 4.5 The registrar will ensure that all registrants who wish to appoint it as their registrar under the SRS have signed up to a Terms and Conditions Agreement approved by the DNC.
- 4.6 When communicating with registrants in accordance with this Policy, a registrar must include the following statement in its communications:

*You are under no obligation to sign this Agreement. If you decide not to sign there will be no change to your current services, or terms and conditions of those services, provided by us.*
- 4.7 The registrar will send to the DNC a list of domain names that it wants transferred to it - together with the name holder ID and the date and time the registrant signed the contract. This list is to be provided in an electronic format and emailed to [allocation@dnc.org.nz](mailto:allocation@dnc.org.nz), and also as a paper list posted to PO Box 11881, Wellington, together with the completed form [DNA2](#).
- 4.8 The registrar will be required to complete the allocation form ([DNA2](#)) declaring that the list is true and correct, indemnifying Domainz and InternetNZ from any claim, and declaring that the registrar previously had a business relationship with the registrant of each domain name to be transferred.
- 4.9 The registrar will consent to an audit of registrants in order to satisfy the DNC that all the information provided is correct.

- 4.10 Where the DNC is satisfied that the domain names are registered to contracted customers of the registrar, the DNC will instruct NZRS to effect the transfer of those domain names.
- 4.11 Where the DNC is not satisfied that the domain names should transfer, the DNC will contact the registrar. If information provided to the DNC is incorrect, and there appears to be a mistake, then the registrar may be required to obtain the UDAI and effect the transfer in the usual way.
- 4.12 Where the information provided to the DNC is incorrect, and it appears to be an obvious deception, sanctions may be taken against the registrar (refer – "[Roles and Responsibilities](#)" "RAR").
- 4.13 All domain names not allocated to the newly authorised registrar will remain with Domainz as the stabilising registrar, until they go into the stabilising pool. All registrants who have domain names in this stabilising pool will be contacted by the DNC regarding their selection of a registrar. The process for allocating names from the stabilising pool is detailed in Clause 6.

## **5. Allocation Policy - Domainz**

Please refer definition provided in 2.4.3 above.

- 5.1 Where the registrant has engaged in a contract directly with Domainz prior to the implementation of the competitive SRS, the domain name will remain with Domainz as stabilising registrar until they go into the pool.
- 5.2 The registrant will be contacted by the DNC regarding their selection of a registrar as per the process detailed in Clause 6.

## **6. Allocation Policy - From Pool**

- 6.1 The pool will include all those registrants that have been allocated to Domainz, as stabilising registrar, as at 1 March 2003.
- 6.2 From 1 March 2003 the DNC will contact registrants who have domain names in the stabilising pool, and explain the SRS. This contact will take place 1 - 2 months prior to their renewal date.
- 6.3 The DNC will contact those domain names that have a renewal date between November 2003 and March 2004, in small batches between March and October 2003.
- 6.4 Registrants will be required to pick a registrar from the list provided. The list will contain the names of all authorised registrars as at the time of the communication and a link to the registrar's web site for the registrant to obtain further information. (Note - registrars are able to request that they be left off the list).
- 6.5 The DNC will instruct NZRS to effect the transfers, and to notify the registrars that those names are now allocated to them.

- 6.6 Where a registrar is not happy with any domain name transferred to them, they can contact the DNC for the transfer to be reversed. In this situation, the DNC will contact the registrant, informing them of the situation and giving them an opportunity to select another registrar.
- 6.7 Where no response is received from the registrant, the domain name remains with Domainz.
- 6.8 The DNC reserves the right to make further attempts to contact the registrant.

## **7. General Information**

- 7.1 At any time a domain name can be transferred to an authorised registrar where the registrar has obtained the UDAI.
- 7.2 A range of information about .nz policies, the SRS, registrant rights, and domain names in general is publicly available on the Internet. This includes:
- A list of all authorised registrars, with links to their home pages.
  - A list of second level moderators and their contact details.
  - A current policy about domain names in .nz, dispute resolution, etc.
  - A frequently asked questions.
  - A links to other relevant sites.
- 7.3 If anyone has any questions regarding this document please email [policies@dnc.org.nz](mailto:policies@dnc.org.nz).

*This form is issued by the office of the Domain Name Commissioner on behalf of InternetNZ, the Internet Society of New Zealand Incorporated.*

## ALLOCATION FORM AND DECLARATION

Where domain names were registered on behalf of  
**registrants** by accredited .nz providers.

### Part 1

#### Request and Indemnity

TO: The Internet Society of New Zealand, Inc ("InternetNZ")  
The New Zealand Internet Registry Limited (t/a Domainz)

1. .... (name of organisation) requests that the Domain Name Commissioner, on behalf of InternetNZ, transfer the attached names from Domainz to its Registrar Identification on the Shared Registry System.
2. .... (name of organisation) indemnifies Domainz and InternetNZ in the event of a registrant making any claim against Domainz or InternetNZ as a result of, or in any way arising out of, the assignment of any one or more of the domain names on the attached list to it.

.....  
duly authorised signatory

.....  
Date





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ALLOCATION FORM AND DECLARATION

Where the domain name registration was facilitated through unaccredited agents, or through accredited providers who did not bill their customers directly.

Part 1

Request and Indemnity

TO: The Internet Society of New Zealand, Inc ("InternetNZ")
The New Zealand Internet Registry Limited (t/a Domainz)

- 1. .... (name of organisation) requests that the Domain Name Commissioner, on behalf of InternetNZ, transfer the attached names from Domainz to its Registrar Identification on the Shared Registry System.
2. .... (name of organisation) indemnifies Domainz and InternetNZ in the event of a registrant making any claim against Domainz or InternetNZ as a result of, or in any way arising out of, the assignment of any one or more of the domain names on the attached list to it.

.....
duly authorised signatory

.....
Date

**Part 2**

**Declaration**

I ..... (full name) of  
..... (organisation) solemnly and  
sincerely declare that:

1. The attached list is a true and accurate list of:
  - (a) domain names;
  - (b) name holder IDs;
  - (c) the date and time of signing of the approved Terms and Conditions Agreement by each registrant;

who wish it to become their registrar under the Share Registry System.

2. It has only contacted those registrants with whom it has an existing business relationship (as defined in the Domain Name Allocation Process Policy) as at October 2002.
3. It included the following statement in its communications all such registrants.

*You are under no obligation to sign this Agreement. If you decide not to sign there will be no change to your current services, or terms and conditions of those services, provided by us.*

4. This declaration is made under the Oaths and Declarations Act 1957.

**DECLARED** at

this      day of                      2002

\_\_\_\_\_

(Duly authorised signatory)

\_\_\_\_\_  
Solicitor of the High Court of New Zealand