



MEMORANDUM OF UNDERSTANDING

BETWEEN

**THE TELECOMMUNICATIONS AND
RADIOCOMMUNICATIONS REGULATOR**

P.O. Box 3547, Port Vila, Vanuatu (herein referred to as "TRR")

AND

THE DOMAIN NAME COMMISSION LIMITED

PO Box 11 881 Wellington 6142 NZ (herein referred to as "DNCL")

Dated this *26th* day of *April* 2017

JC
[Signature] *[Signature]*

WHEREAS:

1. DNCL was appointed by InternetNZ to develop and monitor a competitive registrar market, as well as create a fair environment for the registration and management of .nz domain names.;

The TRR is established by the *Telecommunications and Radiocommunications Regulation Act No.30 of 2009* (referred to herein as "TRRA") to regulate and facilitate the development of the telecommunications and radiocommunications sector, including management of radio-frequency spectrum licensing and oversight of telecommunications service providers who provide services to the public, and regulate the management and administration of Country Code Top Level Domain names for Vanuatu and domain name registration for Vanuatu;

AND WHEREAS:

There exists a common role between the functions of the DNCL and at least one function of TRR in domain name industry, especially the management and administration of Country Code Top Level Domains (ccTLDs).

NOW THEREFORE:

The Parties agree to conclude this MOU as follows:

Article 1 BASIS OF THE AGREEMENT

- 1.1 This MOU is entered into in order to establish the manner in which the Parties will jointly interact with each other in respect of any matters relating to domain name and consumer issues.
- 1.2 This MOU is entered into on the basis of mutual respect, in a spirit of goodwill, and recognizes and does not affect, in any way, the independence of the two Parties as regulatory bodies as stipulated in their respective legislations.
- 1.3 Both Parties acknowledge and aim to cooperate and collaborate in terms of information provision, expertise, and advice on domain name and consumer matters.

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Article 2 AREAS OF COLLABORATION, COOPERATION AND COOPERATION STRATEGIES

- 2.1 The Parties agree to collaborate and cooperate in their respective roles in dealing with matters relating to:
- i. Country Code Top Level Domains (ccTLDs) Rules and Regulations;
 - ii. ccTLD Dispute resolution Service;
 - iii. Consumer Protection related issues;
 - iv. Any other relevant area of possible collaboration between the Parties.
- 2.2 The collaboration and cooperation between the Parties will center on the following processes but not limited to:
- i. Use of technical expertise from respective arenas;
 - ii. Voluntary capacity building between the Parties;
 - iii. Sharing of best practices and international benchmarking practices;
 - iv. Sharing of relevant and appropriate information;
 - v. Hearings related to the services;
 - vi. Consultations on certain Regulations;
 - vii. Establishment of Regulatory frameworks;
 - viii. Dialogue and development of legal instruments for holistic and balanced privacy and data protection legal frameworks in accordance with national and internationally-agreed core principles;
 - ix. Stimulate discussion on learning of new approaches and good practices;
 - x. Stimulate discussions on Complaint Handling processes and promote enforcement of the processes;
 - xi. Any other strategy deemed necessary and appropriate by the Parties.

Article 3 SHARING OF RESOURCES

The DNCL and TRR may, under certain circumstances, share each other's available resources in order to bring the provisions of this MOU into full effect; provided it is reasonable for the circumstance and must not compromise, in any way, the respective independence of the two institutions, and does not contravene any statute with which the Parties must conform to.

Article 4 IMPLEMENTATION OF THE MOU

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- 4.1 At the beginning of each Calendar year each Party may draw a plan of oversight ccTLD and consumer activities related to the areas covered under this MOU for the entire year and share it with the other Party;
- 4.2 Notwithstanding the provision of (a) above, any Party may request the other Party to provide its expert opinion/personnel and call on an urgent meeting to discuss the issues which may not have been included in the yearly plan; and
- 4.3 The Parties agree to communicate systematically, appropriately and promptly to exchange views and reports on accomplishments to the Heads of the institutions with regard to and during the life of this MOU.

Article 5 EXCHANGE OF INFORMATION

- 5.1 Subject to clause six (6) below, the DNCL and TRR may exchange such information as may be necessary to give effect to this MOU.
- 5.2 The handling of information exchange in this role is subjected to respective legislative guides.

Article 6 CONFIDENTIALITY

- 6.1 Any information shared by the DNCL and TRR pursuant to this MOU must be used only for lawful supervisory or statutory purposes.
- 6.2 Where confidential information is declared by TRR or DNCL, the information must always be maintained confidential and must reflect the conditions of the Non-Disclosure Agreement signed by the Parties with other parties.
- 6.3 To the extent permitted by law, the DNCL and TRR will hold confidential all information, including information contemplated in Article 5 above, received from each other pursuant to this MOU and must not otherwise disclose such information other than is necessary to carry out their regulatory or statutory responsibilities or otherwise in accordance with national laws.
- 6.4 DNCL and TRR will, prior to disclosing such confidential information or a part thereof, consult each other for direction and advice on such disclosure.

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- 6.5 The sharing of confidential information and the procedures of the same must be consistent with the internal policies and procedures of the Parties.
- 6.6 The sharing of information in accordance with this MOU, for the purposes of this MOU, relies on the assurance given in sub-Article 6.1 above and does not constitute a waiver of any legally recognizable privilege by any person other than the Parties to this MOU.
- 6.7 The DNCL and TRR, in providing confidential written material pursuant to this MOU, must be indicated on each page: **"CONFIDENTIAL - PROVIDED PURSUANT TO THE DNCL/TRR MOU"**
- 6.8 Both Parties agree that where confidential information is made available by either the DNCL or TRR in contravention of the paragraphs of this Article, such disclosing Party will be solely liable in law for such disclosure.

Article 7 MISCELLANEOUS GENERAL PROVISIONS

- 7.1 The provision of, or request for, information under this MOU may be denied;
- i. Where a compliance would require the DNCL or TRR to act in a manner that would violate the applicable laws of Vanuatu, New Zealand and the Commonwealth;
 - ii. Under circumstances where there is an imminent risk to national security;
 - iii. or
 - iv. When compliance with a request or provision of information would interfere with an ongoing investigation in circumstances where prejudice to the investigation is likely to outweigh the adverse effects of denying the information.
- 7.2 Any person or Government entity other than the DNCL and TRR shall not directly or indirectly, obtain any information or challenge the execution of a request for information under this MOU prior to its termination.
- 7.3 The provisions set forth under Articles 5 and 6 are to prevail with respect to any information provided or actions taken under this MOU prior to its termination.
- 7.4 The Parties will consult and coordinate with each other before either of them issues any public statements or media release concerning any actions, transactions, commitments or understandings covered by this MOU.

Article 8 AMENDMENT OF THE AGREEMENT

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This MOU may be amended at any time by mutual agreement of both Parties subject to reasonable notice given to the Parties provided that such amendments must not be effective unless and until reduced to writing.

Article 9 DISPUTE RESOLUTION

Where there is any dispute arising from the implementation of the MOU, the Parties must have recourse to all necessary means to resolve the dispute amicably. In the event that such dispute cannot be resolved, a third Party assistance may be sought, subject to the confidentiality clauses herein.

It is anticipated that this MOU is the effort of collaboration and promotion of goodwill cooperation between the two parties.

Article 10 APPLICABLE LAW TO THIS MOU

This MOU is taken to and must be interpreted to be lawful and consistent with the laws of the Republic of Vanuatu.

Article 11 ENTRY INTO FORCE

The MOU is effective and comes into force on the date it is executed.

Article 12 DURATION OF THE MOU

12.1 This MOU will remain in force until terminated at any time by either Party, upon giving the other Party three months prior notice in writing.

12.2 Without prejudice to the foregoing, steps will be taken to ensure that termination of this MOU will not be prejudicial to any activities of or programs undertaken by

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either Party within the framework of the MOU or to the completion of tasks by either Party for which binding obligations exist.

Article 13 COMMUNICATION AND NOTIFICATION

13.1 For purposes of communication or notices with respect to this MOU, the following are deemed to be representatives of the Parties to the MOU

For DNCL: Commissioner of DNCL

For TRR: The Telecommunications and Radiocommunications Regulator

13.2 For purposes of this MOU, the following is the official addresses of the Parties:

PO Box 11 881 Wellington 6142 NZ (herein referred to as "DNCL")

And

TELECOMMUNICATIONS & RADIOCOMMUNICATIONS REGULATOR'S
OFFICE, P.O. Box 3547, Port Vila, Vanuatu

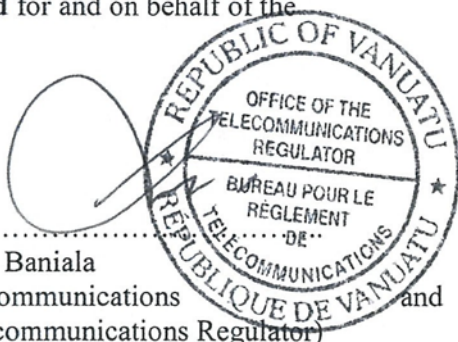
Article 14 PUBLICATION

This MOU will be published by both Parties for public information as soon as it has been signed.

IN THE WITNESS WHEREOF the DNCL and TRR have caused this MOU to be duly executed by their duly authorized representatives this ^{26th} day of ^{April}..... 2016⁷

Guy *[Signature]*
JC *[Signature]*

Signed for and on behalf of the
TRR:



.....
Dalsie Baniala
(Telecommunications and Radiocommunications Regulator)

Signed for and on behalf of the
DNCL

Debbie Monahan
(Commissioner of the Domain Name Commission Limited)

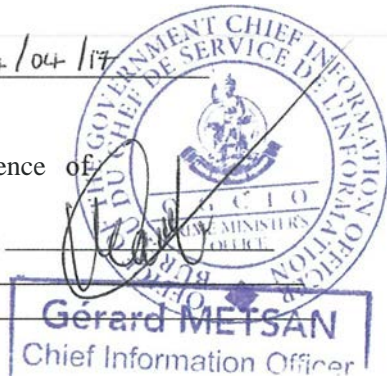
Date: 24/04/17

In the Presence of

Signature: _____

Name: _____

Position: _____



Date 26/4/17

In the Presence of

Signature: _____

Name: Josh Cookson

Position: Registrar Liaison & compliance.

Appendix A

Authority	Contact Person	Position	Contact Number
The Office of TRR	Andrew Molivurae	Consumer Officer -Internet Governance & Child Online Protection	678 27621 678 5300001
Domain Name Commission Ltd	Debbie Monahan	Domain Name Commissioner	644 4952114 6421 891620