

## ADDENDUM TO THE REGISTRAR CONTRACT

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Between \_\_\_\_\_ tax code \_\_\_\_\_  
VAT number \_\_\_\_\_ REA (if applicant is an Italian registered  
company) \_\_\_\_\_  
registered office in \_\_\_\_\_  
telephone \_\_\_\_\_ fax \_\_\_\_\_ certified email address where  
assignable \_\_\_\_\_  
ordinary email address \_\_\_\_\_

business premises in \_\_\_\_\_  
telephone \_\_\_\_\_ fax \_\_\_\_\_  
legally represented by \_\_\_\_\_  
(first and last names and tax code), in this agreement called "Registrar"  
with TAG-REG \_\_\_\_\_

and

the Istituto di Informatica e Telematica del Consiglio Nazionale delle Ricerche (Institute for Informatics and Telematics of the National Research Council), Via Giuseppe Moruzzi, 1 - 56124 PISA, tax code 80054330586, VAT number 02118311006, in this agreement referred to as "IIT-Registry".

## WHEREAS

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The registration of domain names in the SLD edu.it, was conferred with appropriate delegation by the Ministry of Education, University and Research on 19 March 2018 to the Institute of Informatics and Telematics (IIT), which already manages, through special delegation issued in 1987 by IANA / ICANN registration of domain names in the ccTLD.it.

The Registrar is an organization accredited by the IIT-Registry that manages, for its own account and through its organization, services of registration and maintenance of domain names in the ccTLD.it and, following the above cited delegation received, in the SLD edu.it. The Registrar carry out its own activity in a synchronous manner at the conditions set out in this agreement and in compliance with the Regulations of the ccTLD.it. and the Regulations of the SLD edu.it.

## PARAGRAPH 1 ANNEXES

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In addition to the Premises, the following Annexes constitute an integral and substantial part of this Agreement, when undersigned by the Registrar:

- Annex A "Use of the Logo of the .it Registry and the terms "Registrar accredited by the .it Registry" and ".it Registrar", available on the Registry website.
- Annex B ""Rules of Good Conduct"; available on the Registry website
- Addendum to the Registrar Contract in accordance with the requirements of the Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data
- Addendum to the Registrar Contract for the registration of domain names in the edu.it

## PARAGRAPH 2 DEFINITIONS

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For the purposes of this agreement, the following terms, listed in alphabetical order, will have the meanings as they are defined below:

**Accreditation.** The concession to the Registrar of the right to propose services of registration and assignment of internet domain names in accordance with the term and conditions established in this contract.

**Accreditation test.** The test that each Registrar must carry out and pass to demonstrate the technical capacity necessary to fulfil the role of Registrar. The test is set up by the Registry and the issues dealt with may vary from test to test. Failing the test means that an already undersigned Registrar contract cannot come into effect.

**Administrative and Technical Contact.** The name and surname, or company name, postal address and telephone number, fax number and email address of physical or juridical persons that carry out a technical role with regard to domain names. These details can be modified during the period of assignment of the domain name to the Registrant. If the registrant is a physical person the administrative and technical contact may coincide.

**ARP Portal (Registrar Accreditation Portal).** Portal dedicated to technical accreditation of Registrars and containing the necessary technical documentation for the applicant Registrar in order to carry out the accreditation test, available at the url <https://arp.nic.it>.

**AuthInfo.** Code which enables the Registrant to transfer the domain name to another Registrant and/or give consent to modify the Registrar. This code is issued by the Registrar to the Registrant in the ways established in Parag. 13.

**Billing operations.** Certain operations necessary for ensuring the registration and maintenance of a domain name require payment in advance. Invoiced operations include: registration, renewal, Registrar modification, recovery from the status of pendingDelete/redemptionPeriod and bulk operation, as described in Parag. 20, *Tariffs* for the activity of domain name management in the ccTLD.it and in the SLD edu.it.

**Certified Email** (in Italian **PEC**). Mail system in which the sender is supplied with legally valid electronic documentation attesting to the sending and delivery of electronic documents, in accordance with Legislative Decree of 7 March 2005, "Digital Administration Code", Articles 6, 31,32-bis, 45, 47,48,54,57-bis, 65 and subsequent amendments and additions.

**CoC.** Acronym identifying those Registrars that have agreed to the Rules of Good Conduct available on the Registry website.

**Communication of Registrar to Registrant.** A communication that the Registrant must receive from the Registrar on assignment of a domain name, and also when there are operations of modification of Registrar and/or Registrant, in accordance with that established in Parag. 13, *Obligations of the Registrar*.

**Consumer.** According to Art. 3. 1. A) of the Italian Consumer Code, a Consumer is "the physical person, and also enterprises with fewer than ten employees, who act with aims that are unconnected with the entrepreneurial, commercial, artisan or professional activities carried out". The Registrant can be a Consumer.

**Database of Assigned Names (DBAN) (acronym in Italian DBNA).** The Database maintained by the .it and SLD edu.it Registry, where data regarding ccTLD.it and SLD edu.it assigned domain names are stored.

**Domain name.** Within its technical function, a domain name is a mnemonic code which facilitates access to resources on the internet, consisting of a numerical address, as specified in Art. 15 of the Code of electronic communications. A domain name is assigned for use for a determined time period. In accordance with Articles 12 and 22 of the Italian Code of Industrial Property, Legislative Decree 10 February 2005, n. 30, a domain name used in carrying out an economic activity constitutes an industrial property right, but without right of ownership.

**Drop time.** The mechanism that enables the cancellation of domain names at pre-established times, as indicated on the Registry website.

**Electronic address.** For the purposes of this agreement the term "electronic address" means a) a mailbox designed to receive, store and transmit messages with the specifications defined by the technical standard IETF RFC 822 as amended by RFC 2822 or b) a certified mailbox (PEC) of Presidential Decree February 11, 2005 n. 68, and D.L. 7 March 2005 n. 82 and related regulations, mandatory for Italian companies, members of professional associations and public administrations.

**EPP Service (Extensible Provisioning Protocol).** An internationally accepted protocol allowing the Registrar to register and manage domain names by means of a synchronous client-server protocol based on XML.

**Final communication from Registry to Registrant.** A communication that the .it Registry sends to the Registrant at the end of the domain name assignment procedure.

**Force majeure or chance event.** Any fact or event that is reasonably outside the control of the parties to this Agreement which makes it impossible to respect the agreement. As a non-exclusive example, this may include industrial action such as strikes, flood, earthquake, acts of terrorism and other events which are beyond the reasonable control of the parties and which bring about, by law, exemption from liability.

**Intellectual and industrial property.** Ownership rights of the Institute for Informatics and Telematics of the CNR as constituter of the database regarding the Database of Domain Names Assigned within the ccTLD.it and the Whois Database, therein including the relative know-how.

**.it Registry privacy policy.** This indicates the document available on the Registry website, which contains the policy of the it. Registry as regards the acquisition of personal data necessary for registration and maintenance of domain names and their visibility in the Whois database. These data are necessary as information in accordance with Art. 13 of the Code regarding the protection of personal data.

**Lack of economic coverage of the Registrar.** The state in which the Registrar is unable to guarantee economic coverage. The Registrar in this situation is no longer permitted to carry out those paid operations relative to the registration or maintenance of domain names. This state also exists in the case in which the Registrar receives a pecuniary sanction and is unable, due to lack of finance, to discharge.

**Opposition procedure.** The procedure which can be brought by a third party which considers the registration of a domain name to be damaging to their right. The opposition may also be brought by a party which is neither entitled to request nor obtain the reassignment.

**Prepayment.** Method of payment in advance for registration and maintenance services in the synchronous system.

**Prerequisites for registration.** These are elements essential for registration of the domain name such as: citizenship or residence in an EEA state, in the Vatican State, in the Republic of San Marino, in the Swiss Confederation; the Registrant's personal details, the assumption of responsibility for registration and use of the domain name; the disclosure statement and consent regarding data treatment. These elements must be present at the time of application for registration of the domain name. The registration form is available in the technical guidelines at [www.registro.it](http://www.registro.it).

**Procedure for Access to data and documents relative to the registration, maintenance and opposition regarding a domain name within the ccTLD.it also by means of an application received from the Registrar.** A procedure that enables a third party, owner of an interest which is juridically protected and correlated to the information for which they are requesting access, to obtain the documentation relative to the registration, maintenance and opposition regarding a domain name within the ccTLD.it and in the SLD edu.it.

**PSRD accreditation procedure.** The set of documents, declarations and regulations which enables a professional firm or a company having its registered office in the European Union to carry out the activities of alternative dispute resolution within the ccTLD.it on the basis of that which is established in the Rules for PSRD accreditation. This document is available on the Registry website.

**RAIN-NG:** The web portal of the Registry reserved for Registrars, available at the url <https://rain-ng.nic.it>.

**Reassignment procedure.** The extrajudicial procedure of resolution of a dispute regarding the assignment and use of a domain name registered within the ccTLD.it in which the applicant has the aim of being reassigned a domain name, subject to observation of the rules contained in the regulations "Resolution of disputes within the ccTLD.it". This procedure is carried out by the Service Providers of Alternative Dispute Resolution within the ccTLD.it accredited by the .it Registry.

**Registrant.** Whoever applies for or has obtained the registration of a domain name within the ccTLD.it or in the SLD edu.it. "Registrant" also identifies the client of the Registrar.

**Registrar accreditation procedure.** The technical procedure aimed at the evaluation of the knowledge and skills of the applicant Registrar regarding the Rules of assignment and management of domain names, as defined in Parag. 2, *Definitions*, of this contract, and also regarding the applications and ways of technical functioning of the registration system.

**Registrar list.** The list of accredited Registrars within the ccTLD.it and for the registration in the SLD edu.it published on the Registry website and which contains their contact details.

**Registration Form.** The document containing the Registrant's personal or company data and indication of all the requirements necessary for registering and maintenance of a domain name, including the assumption of responsibility by the Registrant and consent to the Registry's data protection policy. This document constitutes a prerequisite for the correct registration of a domain name and is made available by the Registrar for the Registrant also by means of automated procedures during application for registration of the domain and for modification of the Registrar and of the Registrant of the domain name. The form is made available by the Registry in accordance with ccTLD.it Regulations and SLD edu.it Regulations and the technical guidelines. The term "Registration form" or "Registration document" shall be considered equivalent.

**Registration and maintenance services for domain names:** The services offered by an accredited Registrar with a signed contract with the .it Registry for the registration and maintenance of a domain name.

**Registro.it website.** The Registry website: [www.registro.it](http://www.registro.it) or [www.nic.it](http://www.nic.it), which contains all the information relative to Rules of the Registry, and also the activities, initiatives and projects carried out by the .it Registry.

**Registro.it.** The Registry of .it internet domains. The Registry, during the procedures of the domain name registration and maintenance, with the help of the Registrars, requests the Registrant personal data. These data are recorded in a database, the Database of Assigned Names (DBAN). In Italian 'Data Base dei Nomi Assegnati' (DBNA), where all the information related to the registered domain names are stored. The Registry makes always accessible the connection 'domain name-registrant's name' through the database consulting system referred to as "WHOIS".

**Registry logo.** Those distinctive signs, logos or emblems used by the Registry that can be used by the Registrar. Use of the Registry logo is reserve for sole use of accredited Registrars on the basis of a specific licensing agreement available on the Registry website. Sub-licensing is forbidden.

**Registry.it Statistics Portal.** Portal containing statistics relating to the registration of domain names in ccTLD.it and related events such as, but not limited to, the cancellation, renewal of the registration, the Registrar change and other statistical data on the management and operation of the Registry, available at the url <http://stats.nic.it>

**Regulations of the ccTLD.it or Regulations.** The term indicating either separately or collectively, the documents which govern the assignment and maintenance of domain names in the ccTLD.it, specified as follows:

- Regulations for the assignment and management of domain names in the ccTLD.it;
- Regulations for the Resolution of Disputes in the ccTLD.it;
- Guidelines for the management of synchronous operations on domain names in the ccTLD.it;
- Guidelines for the resolution of disputes regarding domain names in the ccTLD.it

**Rules Management Committee of the SLD edu.it.** Body of the .it Registry, composed of members of Agid, MIUR and of the .it Registry, whose aim is to contribute to a better functioning of the domain name registration service in SLD edu.it.

These documents are available on the Registry website <http://www.registro.it> .These may be liable to change over the course of time and as technical demands or innovations require. The modalities through which such variations come into effect are established in Paragraph 16 below, *Responsibilities and Duties of the Registry*.

**SLD edu.it Regulations.** The documents, indicated together or separately, which regulate the assignment and maintenance of domain names in the SLD edu.it, depending on the rules in force at the time, specified as follows:

- Regulations of management and assignment of domain names in the SLD edu.it;
- Guidelines for the management of synchronous operations on domain names in the SLD edu.it

**Reseller (or agent).** An organization or professional person that participates in the distribution channel of the Registrar for registration of the Registrant's domain name or who supplies other

services to the Registrant. As a non-exclusive example, this category includes activities aimed at collecting the Registrant's data, the sending of this data to the Registrar, and the drawing up of contracts of any kind which facilitate an agreement for the supply of registration services between Registrar and Registrant, including agency procurement activities. These and other similar activities are carried out at the exclusive discretion and with the sole responsibility of the Registrar.

**Rules of Good Conduct.** Rules established by the it.Registry, which the accredited Registrar may choose to sign. The Rules of Good Conduct are available on the Registry website.. The Registrar list contains the information relative to those Registrars signatories of the Rules of Good Conduct with the acronym CoC.

**Service of primary nameserver of the ccTLD.it:** Service supplied by the IIT-Registry which enables visibility of the domain name on the internet.

**Service Providers of Alternative Dispute Resolution within the ccTLD.it** (in Italian *PSRD*). The bodies accredited by the Registry for alternative dispute resolution regarding the reassignment of a domain name within the ccTLD.it.

**Start and termination of contract.** The entering into force of this contract is the moment at which the Registrar, having obtained accreditation and made payment of the costs necessary for the management of the domain names, is able to begin operations. The termination of the contract corresponds to the date of expiry specified in the contract, or if the contract is no longer in force due to rescission of the agreement for whatever reason.

**Steering Committee (CIR).** An organ of the .it Registry with an advisory capacity, on which sit representatives of institutions, of Registrars and of the Registry, who cooperate in order to have the highest level possible of service operations regarding the registration of internet domain names.

**Synchronous Registration.** The means of registering and managing a domain name which, by means of automatic procedures and in real time, enables the Registrar to enter the domain name directly into the Database of Assigned Domain Names (in Italian DBNA).

**TAG-REG.** Acronym identifying bodies which carry out registrations of domain names on behalf of Registrants in accordance with contractual duties and regulations provided by the .it Registry.

**Whois service.** A service for public consultation of the domain names registered in the ccTLD.it and in the SLD edu.it.

Except for the abovementioned definitions, or where required otherwise, the definitions provided for by the Regulations for the assignment and management of domain names in the ccTLD.it and in the Regulation for the Assignment and management of domain names in the SLD edu.it and the Regulations for the resolution of disputes in ccTLD.it apply for this contract, together with those in the correlated Guidelines currently in force, and constitute an integral and substantial part of this Agreement.

### **PARAGRAPH 3 JURIDICAL HIERARCHY**

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Without prejudice to the duty of the Registrar to comply with the ccTLD.it Regulations and SLD edu.it Regulations referred to in Paragraph 2, Definitions, mentioned above, in the event of premature termination due to non-compliance with these same Regulations and in the event of any conflict between the contents of the contract and the Regulations, as defined

in the aforementioned ccTLD.it Regulations and the aforementioned SLD edu.it Regulations, the contract shall prevail to the extent that it is expressly regulated.

#### PARAGRAPH 4 DOMAIN NAMES

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The parties acknowledge and accept that on the basis of the technical rules contained in the Regulations for the assignment and management of domain names in the ccTLD.it and in the SLD edu.it.

- a) domain names are registered for a period of one year from the date of registration, that is to say up to the date indicated in the DBAN in the “expire” field, and can be renewed automatically at each successive expiry date;
- b) by way of example only and by no means exhaustively, domain names can be revoked, suspended or deleted according to the Regulations or by order of the competent authorities.

#### PARAGRAPH 5 OBJECT OF THE CONTRACT

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By means of this contract, the IIT-Registry grants the Registrar, who accepts, the non-exclusive right to carry out for third parties, or subordinately for itself, services for the registration and maintenance of domain names in the ccTLD.it and in the SLD edu.it, according to the economic conditions freely established by the Registrar and all of this in accordance with the agreements and conditions provided for by this Contract.

In the SLD edu.it the Registrar cannot carry out the registration, subordinately for itself, of domain names, in accordance with the SLD edu.it Regulations.

#### PARAGRAPH 11 RULES OF GOOD CONDUCT

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The Registry website makes available the document entitled “Rules of Good Conduct”. This code contains a set of provisions in the nature of a pact aimed at inspiring the Registrar, in carrying out the activities of registration and management of domain names in the ccTLD.it and in the SLD edu.it. to act with ethically sound behavior in the general interests of Internet users.

A Registrar signing this Contract with the Registry may also adhere to the “Rules of Good Conduct” as a signatory. The name of the Registrar will appear in the Registrar list, on the Registry website, annotated with the acronym CoC.

The code of good conduct is constituted also in accordance with Art. 27 of the Italian Consumer Code, Legislative Decree 6 September 2005, n. 206.

Any breach of the code of conduct, challenged under the terms set forth in Paragraph 31, *Procedure for the Application of Penalties*, will lead to the forfeiture of membership of the code and the removal of the annotation CoC from the Registrar’s name.

Within five days from the date of receipt of the notice of cancellation, the Registrar must remove any direct or indirect reference to the condition of adhering to the rules of good conduct from company letterheads, website, advertising and any other material, including audiovisual communication.

## PARAGRAPH 12 PREMISES AND CONDITIONS FOR REGISTRATION

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The registration and maintenance of a domain name is carried out by the Registrar on behalf of the Registrant in respect of the premises and prerequisites described in this Contract and in the Rules of the ccTLD.it. and in the SLD edu.it Regulations. The Registrar undertakes to register and maintain domain names, also by means of automated procedures, on condition of acceptance by the Registrant of every single clause contained in the Registration Form, as established in this Agreement and in the Rules of the ccTLD.it, also available on the Registry's website, [www.registro.it](http://www.registro.it).

The procedure of registration and maintenance of a domain name must always make clear the identity of the Registrar of reference, as defined by the legislative decree 70/2003.

The Registrar undertakes to register domain names assuming, on behalf of the Registry, before inserting the domain name in the DBAN, the identifying data of the Registrant, of the administrative and technical contacts, if different from the Registrant, on the basis of the prerequisites and modalities foreseen by the Rules of the ccTLD.it. and in the SLD edu.it Regulations. The data of the Registrant and of the technical and administrative contacts must coincide with what has been inserted in the DBAN by the Registrar.

The Registrar undertakes to register the domain names on condition of acceptance by the Registrant of each and every clause regarding declarations and assumptions of responsibility, with regard to the IIT-Registry, relative to the assignment of the domain name, as specified in the Rules of the ccTLD.it and in the SLD edu.it Regulations. The abovementioned declarations and assumptions of responsibility must be sent to the Registry by means of written documentation, or in the equivalent forms, as specified in Parag. 14, *Obligations of Documentation*, of this Agreement.

In conformity with the content of Parag. 23, *Data treatment and role of the Registrar*, the Registrar undertakes to supply the Registrant with the information relative to the modality and aims of the data treatment, and to obtain, when the Registrant is a natural person, the relative consent, on the basis of what established by the IIT-Registry by means of the abovementioned Rules of the ccTLD.it.

The giving of consent must be made explicit for each individual data treatment and must be conveyed to the Registry in written form in the ways and terms foreseen in Parag. 14, *Obligations of Documentation*, of this Contract and in the Rules of the ccTLD.it, and also in the Parag. 6, 7 and 8 of the EU Regulation 2016/679.

In accordance with Art. 44, parag. 2, B) of the Decree Lee 6 December 2011, n. 201, converted, with modifications, from Law 22 December 2011, n. 214, juridical persons, bodies or associations are longer

qualified as interested parties, and therefore these subjects are no longer entitled to receive the information and possible request for consent foreseen by EU Regulation 2016/679.

Physical persons continue to be entitled as their personal data are treated in connection with the activities regarding this Contract, also where they are supplied with this aim by subjects who are no longer qualified as interested parties with application of the obligations of information and possible consent by the aforementioned subjects.

On completion of the registration procedure with insertion of the domain name in the DBAN, the Registry will send to the Registrant a final communication, to the email address in the DBAN, containing a summary of the information already in the DBAN and that concerns the assumptions and declarations of responsibility, the giving of consent and the identifying data of the Registrar that carried out the registration. With the aim of ensuring the correct execution of the procedure of registration, the Registrar undertakes to bring to the attention of the Registrant the need to verify and supply a correct telematic address, e.g. email address.



At the final outcome of the assignment of the domain name the Registrar undertakes to inform the Registrant, by means of communication from Registrar to Registrant, in accordance with that foreseen in the Consumer Code legislative decree 206/2005 and by directive 2000/31, as recognized by legislative decree 70/2003.

## PARAGRAPH 13 OBLIGATIONS OF THE REGISTRAR

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The Registrar undertakes to register and maintain domain names exclusively on the prior assumption by the Registrant of the obligations contained in the Registration Form, as indicated in the Regulations of the ccTLD.it.

### 1. Obligations regarding the phase of registration.

Through signing this Contract the Registrar undertakes to:

- I. acquire, at the same time as application for registration, the personal data of each Registrant for whom the Registrar registers or manages a domain name, as indicated in the Regulations;
- II. check, on the basis of the declarations made by each Registrant for whom the Registrar registers a domain name, that these comply with the requisites for registering domain names in the ccTLD.it and in the SLD edu.it, as defined by the ccTLD.it Regulations;
- III. receive a declaration by means of which the Registrant guarantees the Registry, under the Registrant's own liability, that the registration of the domain name requested does not damage, as far as the Registrant is aware, the rights of third parties;
- IV. receive a declaration by means of which the Registrant indemnifies the Registry against the improper use of the domain name to be registered;
- V. receive a declaration of the Registrant made to the Registry accepting the Regulations for the assignment and management of domain names in the ccTLD.it" and in the Regulations for the Assignment and management of domain names in the SLD edu.it and the "Regulations for the resolutions of disputes in the ccTLD.it" (including relative Guidelines), including any future changes made to them;
- VI. inform the Registrant that registration of the domain name cannot be made anonymously, as this is not in conformity with the data treatment policy of the Registry and that the obligations related to the domain name are attributed to the subject that is indicated as the Registrant of the domain name;
- VII. supply each Registrant with appropriate notification of the treatment of personal data made by the IIT-Registry and obtaining acceptance from the Registrant.
- VIII. send to the Registrant an appropriate communication via email with which the Registrar informs the Registrant of the registration of the domain name, and change of Registrar (Transfer) and Registrant (Trade).

### 2. Obligations regarding the phase of management of registrations, observance of the Regulations, of due diligence and correctness..

Through signing this Contract the Registrar undertakes to:

- I. comply with the Regulations, as indicated in Paragraph 2, *Definitions*, of this Contract and any changes made to them in the future as defined in Paragraph 3 of this Agreement, *Juridical Hierarchy*;
- II. carry out activities for the registration and maintenance of domain names with best diligence and with appropriate means, staff, organization and technical know-how; and carry out prompt updating of Registrant data when requested by the Registrant;
- III. guarantee the Registrant the supply, at freely determined fees, of such operations and

activities as established in the Regulations and Guidelines, as defined in Paragraph 2 *Definitions*, and which constitute for the Registrar a contractual obligation;

- IV. undertake all the technical actions necessary for guaranteeing the completion of operations on the domain name in compliance with the Regulations;
  - V. notify the Registrant of the AuthInfo code, safely and confidentially, on completion of the registration and maintenance of the domain name, such as, but not limited to, operations for registration, modification of the Registrant (Trade) and/or the Registrar (Transfer) within five days from these operations, in order to guarantee the carrying out of necessary operations for the registration and management of domain names. For this purpose any other means enabling the Registrant to obtain the Authinfo code in a secure and confidential manner, such as, for example, the provision of the abovementioned code on the website of the Registrar through SSL connection, shall be deemed valid. The Registrar undertakes to revise the Authinfo code in circumstances where there is a request for modification of the Registrant or of the Registrar, and whenever the Registrant requests a change;
  - VI. ascertain, with ordinary diligence, prior to the operations of registration and management of a domain name, the credentials of the registrant regarding the operation requested;
  - VII. inform the Registrant of the need to provide accurate, up-to-date information and notifying any changes, and that failure to provide such data can lead to the withdrawal of the domain name. Registrants must also be informed of the content of Art. 494 of the Italian Criminal Code in relation to the need to provide accurate data;
  - VIII. not impede in any way a Registrant wishing to change Registrar and to fully collaborate with the Registrant in completing this operation. For example, the Registrar cannot avoid communicating the AuthInfo code to a Registrant who wishes to change to another Registrar;
  - IX. observe maximum diligence in the management of domain names placed in a state of total or partial inoperativeness according to the provisions established in the Regulations, notifying the Registrant promptly and assuming any responsibility towards the IIT-Registry and the Registrant;
  - X. carry out the deletion of a domain name only on receipt of express authorization from the Registrant, that is, when the date of expiry of the maintenance period has been reached, indicated in the field "expire" and however, within the period of "autoRenew", and when the obligation on the basis of which the Registrar was obliged to maintain the domain name is terminated, in fact or in law;
3. Obligations regarding correct use of the registry's technical resources.

In signing this Contract the Registrar undertakes not to perform activities which cause damage to the system and to the service of registration of the IIT-Registry, such as, but not limited to, saturation of resources, through denial of service, and unauthorised access to the Registry's computer systems.

#### 4. Obligations arising from the implementation of Reg. (EU) 2016/679.

The Registrar is obliged to provide the IIT-Registro with sufficient guarantees to put in place suitable technical and organizational measures in such a way that the processing of the Registrant data meets the requirements of the aforementioned Regulation and guarantees the protection of the rights of the data subject according to the dictated by the articles 28, paragraph 1 and art. 32 of the Reg. (EU) 2016/679.

- I. The Registrar is obliged to provide the information, as required by the guidelines, also with regard to the diffusion and accessibility via the Internet of personal data provided by the Registrant and contained in all IIT-Registry databases, and to request their consent where required by current legislation, except in cases where the data must be

made public to comply with specific legal obligations.

- II. In the case of a personal data breach from which a risk may arise for the rights and freedoms of the interested parties, the Registrar is obliged to notify the event to the Supervisory Authority as soon as possible, and in any case not later than 72 hours after having become aware of it (art. 33, Reg. (EU) 2016/679). In addition, the Registrar is required to notify the IIT-Registry and the Data Subject of the processing.
- III. The Registrar is obliged to carry out the following tasks (article 30 p.1, Reg. (EU) 2016/679): keeping a register, also in electronic form, in which all data processing activities carried out under their own responsibility are recorded, to be made available to the Supervisory Authority at any time and containing at least the following information:
  - a. the name and contact details of the Registrar, the sub-processor (if any) and the Data Protection Officer (if any);
  - b. the categories of the data processed;
  - c. where appropriate, transfers of personal data to third party countries or international organizations;
  - d. description of the technical and organizational security measures applied to data protection;
  - e. definition, for each treatment of personal data, of the duration of the data treatment and its cancellation;
  - f. making obsolete data anonymous, in compliance with the regulations in force concerning the prescription and keeping of archives;
  - g. adherence of the Registrar to an approved code of conduct referred to in Article 40 (EU Reg. 2016/679) or to an approved certification mechanism referred to in Article 42 (Reg. (EU)2016/679), may be used as an element to demonstrate the sufficient guarantees referred to in paragraphs 1 and 4 of this Article;
- IV. If the Registrar provides for the appointment of a sub-processor of the data processing, the latter is bound to the same obligations that the Registrar assumes towards the IIT-Registro. The sub-processor is required to notify the Registrar of any personal data breach regarding the rights and freedom of the data subjects. It will be the Registrar's responsibility to notify the Supervisory Authority using the same procedures as in point III, and to communicate this to the IIT-Registro. In case of non-fulfillment of the duties of the sub-processor, the Registrar retains the entire responsibility towards the IIT-Registro.

## PARAGRAPH 16 RESPONSIBILITIES AND OBLIGATIONS OF THE REGISTRY

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The .it Registry carries out the activities and supplies the services necessary for guaranteeing and maintaining the functioning of the technological service of registering and managing domain names in the ccTLD.it and in SLD edu.it, undertaking to ensure suitable levels of quality for the service, as specified in Parag. 18, *Modalities of carrying out the registration service of domain names of the .it Registry and service times*.

With this aim, the .it Registry undertakes to:

1. prepare the Regulations for the assignment and management of domain names in the ccTLD.it and the Regulations for the Resolution of Disputes in the ccTLD.it (including relative Guidelines), after consultation with the Registry's Steering Committee (CIR), on which representatives of the Registrars also sit, in accordance with the Statute of the said CIR;

2. prepare the Regulation of assignment and management of domain names in the SLD edu.it (including relative Guidelines), after consultation with the Rules Management Committee of the SLD edu.it;
3. maintain the Regulations of the ccTLD.it and of the SLD edu.it Regulations in an appropriate manner to allow the best working of the system of registration and management of the domain names in the ccTLD.it and in the SLD edu.it, after consultation with the Registry's Policy Advisory Committee (CIR) as well as after consultation with the Rules Management Committee of the SLD edu.it. The changes and amendments to the Regulations come into force after 30 (thirty) days from email communication to the Registrar and publication on the RAIN-NG portal. In cases of imperative need or urgency, when the situation created could affect the smooth running of activities or the orderly functioning of the Registry, including by way of example and not exclusively, immediately executive measures of judicial or administrative authorities, the Registry shall proceed immediately, or in any case according to a strictly necessary technical timeframe, with changing the Regulations, duly informing the Registry's Steering Committee (CIR);
4. carry out the functions and technological activities aimed at guaranteeing an efficient service as required by this sector;
5. maintain efficient the process of ccTLD.it and in the SLD edu.it domain name resolution by means of advanced technology (for example "anycast" protocol) and also by means of special contractual agreements for the purpose of guaranteeing the visibility of domain names from any location on the network;
6. maintain and update the DBAN;
7. guarantee the working status of all services, as per Parag. 18, Modalities of carrying out the registration service of domain names of the .it Registry and in the SLD edu.it and definition of associated service times, necessary for the registration and maintenance of domain names in a synchronous system for the service levels specified therein;
8. carry out the functions and activities foreseen by the dispute Regulations of the ccTLD.it relative to the management of the dispute, relative to the procedures of reassignment and data access and to documents relevant to registration, maintenance and opposition to a domain name in the ccTLD.it, also by means of a request received from the Registrar;
9. carry out the functions and activities provided by for the Regulations for the assignment and management of domain names in the SLD edu.it, relating to the opposition and access to data and documents related to the registration, maintenance and opposition to a domain name in the SLD edu.it also by means of a request received from the Registrar;
10. offer a service of alternative dispute resolution involving the institution of an arbitration chamber and involving bodies of alternative dispute resolution whose decisions shall be accepted and carried out by the Registry and which the Registrar recognizes both by force of law and in acceptance of the terms and conditions of this Contract. The service of Alternative Disputes Resolution is not foreseen for the registration of domain names in the SLD edu.it.
11. carry out the technical and administrative activities necessary for the Registrar to operate, such as: accreditation, contract transfer, invoicing and update the technical procedures which guarantee the security of transactions between the Registry and the Registrar;
12. maintain and update the accreditation software system which enables the Registrar to carry out the accreditation procedure at the Registry;
13. supply a technical and operative assistance service for the Registrars;
14. supply an up-to-date system of statistics, as indicated on the Registry website;
15. supply a "drop time" system which informs the Registrars of the schedule times of cancellation of expired domain names. The "drop time" system is not foreseen for domain names registered in the SLD edu.it;
16. supply a helpdesk service for users as indicated in Parag. 18, Modalities of carrying out the registration service of domain names of the .it Registry e and of SLD edu.it and definition of associated service times.
17. maintain and update the technical procedures which ensure the safety of transactions between Registry and Registrar;
18. maintain and update the test platform to enable the Registrar to verify in advance the

operations of registration and maintenance as foreseen in the Regulations of assignment and management of domain names in the ccTLD.it and in the SLD edu.it.

19. give the Registrar access to the data and systems necessary for registration of domain names in accordance with the modalities agreed upon with the .it Registry;
20. supply the technical instruments for the visualization and updating of invoicing data as per Parag. 21 Payments and means of updating and visualization of accounting data on the RAIN-NG portal;
21. carry out activities of promotion with the aim of encouraging the registration of domain names in the ccTLD.it and in the SLD edu.it
22. carry out training activities as specified in Parag. 36, .it Registry courses, in this Contract;
23. consent to the use of the domain name that has been registered by the Registrar in conformity with the terms and conditions foreseen by this Contract, by the Regulations of the ccTLD.it and in the SLD edu.it Regulations.

## PARAGRAPH 17 TECHNICAL PROVISIONS

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The IIT-Registry makes available to the Registrar, in its systems, completely automated procedures for the registration and maintenance of domain names for which the Registry owns all intellectual copyrights, in compliance with, and according to the terms provided by the ccTLD.it and SLD edu.it Regulations.

By means of the use of automated systems on which the operations of registration and maintenance of the domain name in synchronous modality are carried out by the Registrar and the .it Registry, the Registrar is also allowed to change the personal data of the Registrant, if requested by the latter, in compliance with the Personal Data Protection Code, in compliance with the Reg. (EU) 2016/679.

The Registrar is obliged to use the access to the .it Registry's software components, according to the ordinary rules of diligence provided for by the law, in good faith and in compliance with the functional and technical instructions, which include security measures.

The identifying information given to accredited Registrars for access to the automated systems of the Registry and for use of software components, for the registration and maintenance of a domain name, must be scrupulously conserved and used by the Registrar with diligence and must not be passed on to third parties.

## PARAGRAPH 20 TARIFFS FOR THE ACTIVITY OF DOMAIN NAMES MANAGEMENT IN THE CCTLD.IT AND IN THE SLD EDU.IT.

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1. The service tariff applied by the IIT-Registry to the Registrar is for the service of maintaining the domain name in the DBAN for the following events for the period of one year:
  - I. registration;
  - II. renewal;
  - III. change of Registrar
  - IV. recovery from "pendingDelete/redemptionPeriod".
2. The single tariff, established in accordance with the regulations of the CNR for services on behalf of a third party of the institutions of research in order to cover operating, legal and

system costs, together with research and development costs related to the registration of domain names is composed as follows:

- V. Registration of a domain name, change of Registrar and recovery from: pendingDelete/redemptionPeriod: €4.00 (four/00) plus VAT in accordance with current law.
  - VI. Annual renewal of registration: €3.30 (Three/00) plus VAT in accordance with current law.
3. The registration fee for the domain name in the SLD edu.it for the first year of registration will be free of charge. From the second year the same price will apply as that for the registration of domain names in the ccTLD.it.
  4. This sum is due for each operation carried out and is not refunded in case of later annulment of the operation.
  5. The maintenance of the domain name is renewed by tacit agreement from year to year, except for cancellation, or due to legal order by the competent authorities, or due to lack of economic coverage of the Registrar.

Further to the above mentioned tariffs, for the operations indicated in Parag. 26 *Change of Registrar for a large number of domain names*, the Registry applies the costs indicated in the same paragraph.

Payments must be made in Euros.

## PARAGRAPH 22 BILLINGS

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On signing this contract the Registrar declares that he/she knows and accepts that invoices relative to the registration service will be made available on the RAIN-NG Portal, in the appropriate section. The invoices must be printed out and archived according to the laws in force regarding the matter.

With reference to the costs of accreditation mentioned above in Paragraph 7, *Accreditation operations*, when the accreditation test has been passed, the .it Registry invoices the Registrar in the following ways:

- in relation to the receipt as per point 1.III of Parag. 7, *Accreditation operations*, A, the invoice will contain the wording in Italian “Payment on account for the activities of registering and maintaining domain names in the ccTLD.it” and in the SLD edu.it;
- in relation to the further sums necessary for covering pre-payment for services of registering and maintaining domain names, the .it Registry will raise an invoice as specified below:
  - a. one invoice for the sum of the payment;
  - b. one invoice for the sum of zero euro for the amount of the pertinent account payment made, highlighting the number of operations effectively carried out for the period and any residual credit available.

Payments following those specified at point 1.III of Parag. 7, *Accreditation operations*,

made as pre-payment for the normal service cannot be less than € 100.00 (one hundred).

If, at the expiry of the contract or in the case of withdrawal from this contract, credit remains for the Registrar, the IIT-Registry will issue a credit note for the residual sum (according to the Fiscal Law), in accordance with the provisions established in DPR 633/72 and later amendments, and will arrange for the return of the sum relative to the aforementioned credit.

## PARAGRAPH 23 DATA TREATMENT AND THE ROLE OF THE REGISTRAR

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For the purposes of this agreement, the data of the parties concerned in the registration and maintenance of the domain name is collected by the Registrar.

With reference to the operations for collecting and transferring the data of the parties concerned in the execution of this agreement, the .it Registry is the Data Controller and the Registrar is the Data Processor.

In accordance with article 4, comma 8 of the Reg. (EU) 2016/679 and article 4-bis of the Law of 20 November, no.167, with this document, the Registrar is appointed Data Processor for the following activities:

1. collecting essential data for the registration of a domain name in the ccTLD.it and in the SLD edu.it deriving from compliance with technical rules RFC 1591, ICP-1, ICP-2 and ICP-3 concerning the Registrant, the administrative and technical contacts necessary for guaranteeing the domain name's effectiveness, as well as consent, by the parties concerned, to the processing of data and its recording in the Database of Assigned Names (DBAN);
2. collecting and maintaining data necessary for the completion of management operations for the domain name, as highlighted in the the ccTLD.it and SLD edu.it Regulations, and adjustment of data in the DBAN.

No other processing by the Registrar of personal data, of which the .it Registry is the Controller, is permitted by virtue of this agreement.

The Registrar declares that he/she has the experience, capability and reliability to supply suitable guarantee in complete compliance with laws in force regarding data processing, including the profile relative to security in accordance with article 28, comma 1 of the Reg. (EU) 2016/679.

As to the above, the Registrar shall adopt a policy for data processing in compliance with the European Law on data protection, Reg. (EU) 2016/679, and shall inform his own Registrants of this policy. The Registrar undertakes, in particular, to:

1. operate in compliance with the principles that personal data must be relevant and not excessive for the purpose;
2. notify the Registrant of the domain name, in accordance with article 5, 6 and 13, paragr. 1, and article 14, of the use of his personal data, including its dissemination and accessibility via internet and processing in the .it Registry's databases, and request consent wherever required by laws in force, both in the phase prior to registration of the domain name and relative to the operations necessary for the management of the domain name itself;
3. update the Registrant's data, based on the information received from the registrant with regard to the data associated with the registrant as contained in the DBAN, by

undertaking to provide for or permit their adaptation, having given prior notification and obtained consent, by means of automated procedure or otherwise. The Registrar also undertakes to update the data of the registrant on the basis of information received from the registry, as per ccTLD.it and SLD edu.it Regulations;

4. promptly modify or delete data of the Registrant and administrative and technical contacts when requested for the domains currently associated with the Registrant, according to the ccTLD.it and SLD edu.it Regulations.
5. adopt appropriate security measures in compliance with the prescriptions of Article 32 and 34 of the Reg. (EU) 2016/679.
6. give appropriate instructions to persons in charge of data processing;
7. transmit without delay to the Data Controller all requests in accordance with articles 15, 17,18, 20 of the Reg. (EU) 2016/679 received regarding the treatment for which the Registrar is nominated Data Processor;
8. to follow the instructions given by the Data Controller and allow the vigilance of the latter of the punctual observance of the provisions of the law and instructions, also by means of sending periodic reports and notification of incidents, and consent to the inspection during office hours by staff of the Data Controller or of third parties delegated by the Data Controller.

In compliance with the obligations as per article 13, comma 1, letter b) and article 9 of the Reg. (EU) 2016/679 the data of the Registrar (company name, registered office address, email), as Data Processor, will be entered in the record of the Data Processor available on the .it Registry's website ([http: www.registro.it](http://www.registro.it)).

The Registrar shall indemnify the .it Registry against any burden or nuisance arising from proceedings brought by the Registrant or third parties or from intervention by the Italian *Garante* for the protection of personal data, as a consequence of violation, caused directly or indirectly by the Registrar himself or his auxiliaries, of the laws on data protection relative to this contract.

If the Registrar is based outside the European Economic Area or in a State not recognized as capable of appropriate protection against a decision of the European Commission or is based in the United States of America and has not adhered to the "Privacy Shield", he must sign, contextually to this contract, one of the standard contracts, in the text in force at the time of entering into contract, authorized by Decision of the Commission of European Communities 2016/1250 on July, 12 2016 and by Decision of the Commission of European Communities 2016/2295 on December 16, 2016 integrated by further regulation indicated in the specific authorizations of the *Garante*. The subjects can neither modify the mentioned clauses, nor link up single clauses or single groups of clauses indicated in the decisions at issue. In this respect, the Registrar shall indemnify the .it Registry against third party legal or administrative proceedings resulting from the violation of data protection laws in relation to this Contract.

The Registrar undertake to keep the IIT-Registry unharmed and indemnify against any liability arising from proceedings brought by the Registrant or third parties or from the intervention by the Italian *Garante* for the protection of personal data, as a consequence of violation of the laws on data protection relative to this contract.

Barring the aforementioned specifications, the Registrar remains the Data Controller for everything concerning the Registrar's own contractual relations with Registrants.



### PARAGRAPH 33 EFFECT OF THE RESOLUTION AND LOSS OF ACCREDITATION

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In the case of termination of the contract attributable to the Registrar, for whatever reason, the Registrar shall owe the .it Registry, in addition to expenses for operations already carried out and not covered:

- the expenses sustained by the .it Registry as a consequence of termination;
- any other damages.

The above said sums shall be compensated, totally or partially, by credit held by the .it Registry on behalf of the Registrar for the operations of registration and management of domain names in the ccTLD.it and in the SLD edu.it.

In such cases, the domains maintained by the Registrar shall be put in the status of "ok/noRegistrar" or in the status of "inactive/noRegistrar" for the domain names that have reached the expiry date. The Registry will inform the assignees via email, to the email addresses given by the latter, or by registered letter with return receipt, of the actions to be taken for restoring full effectiveness of the domain name in order not to risk deletion of the same.

This is without prejudice to the obligation to indemnify the .it Registry by the Registrar as per the previous paragraph.

Date,

The Organisation as Registrar  
The Legal Representative  
(rubber stamp and legible signature)

The Istituto di Informatica e Telematica del CNR  
The Director

In accordance with the provisions of articles 1341 and 1342 of the Italian Civil Law the following Clauses are approved: Art. 2 Definitions, Art. 3 Juridical Hierarchy, Art. 4 Domain Names , Art. 5 Object of the contract, Art.11 Rules of good conduct, Art. 12 Premises and conditions for registration Art. 13 Obligation of the Registrar, Art. 16 Responsibilities and obligations of the Registry, Art. 17 Technical provisions, Art. 20 Tariffs for the activity of domain names management in the ccTLD.it and SLD edu.it, Art. 22 Billings Art. 23 Data treatment and the role of the Registrar Art. 33 Effect of the resolution and loss of accreditation.

Data,