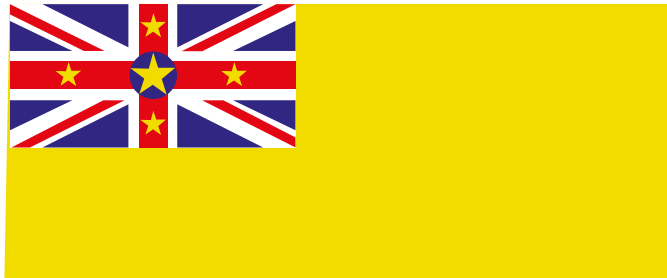


## REVOCATION AND REDELEGATION REQUEST REGARDING THE ccTLD.NU



Due to the complexity and merits of the present matter, The Government of Niue has chosen to address not only IANA, but also the ccNSO, the ICANN Board of Directors and the GAC.



**GOVERNMENT OF NIUE**  
**Office of the Premier**

8<sup>th</sup> December 2020

To:

*ICANN Board of Directors*  
*Internet Assigned Numbers Authority (IANA)*  
*The Country Code Name Supporting Organization (ccNSO)*  
*The Governmental Advisory Committee (GAC)*

The Government of Niue hereby submits a request for revocation and re-delegation of the ccTLD.nu. The current delegated manager of the ccTLD.nu, the IUSN Foundation, has without any consent of the Government of Niue and without any valid agreements since the year 2000 acted as the designated manager for ccTLD.nu disregarding Niue law. Since then, six consecutive elected Governments of Niue has declined the IUSN Foundation any consent to act as delegated manager of the ccTLD .nu.

During the past decade, the Government of Niue and the local internet community has made significant investments in order to become a fully integrated and contributing part of the global Internet community. The IUSN has not contributed to the development. A review of the ccTLD.nu matter is of great importance in order to not undo the positive development of the local internet infrastructure.

The Government of Niue is represented by Special Envoy Pär Brumark and Niue's ICANN GAC delegation in accordance with power of attorneys previously issued and signed by the Government of Niue. Special Envoy Pär Brumark and Niue's ICANN GAC delegation will present and argue the position of the Government of Niue regarding the ccTLD.nu matter.

Honorable Dalton Tagelagi  
**PREMIER OF NIUE**



**REDELEGATION REQUEST  
DECEMBER 2020**

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MR EKLÖF - LEGAL COUNSEL TO THE GOVERNMENT OF NIUE  
MANATAU - A NEW AGE OF CONNECTIVITY



## CHRONOLOGY

### TIMELINE

#### MARCH 1997:

Mr. William B. "Bill" Semich & the IUSN Foundation, a foundation registered in Delaware (US), obtained the IANA delegation for the ccTLD.NU. The entities WorldNames Inc. and .NU Domain Ltd. is directly linked to the IUSN by way of a business structure. In the present redelegation request, IUSN is used as a collective name for the entities in question.

#### JANUARY 1999:

Mr. Semich & IANA signed a **Memorandum of Understanding** (MoU) with the then Government of Niue.

#### JANUARY 2000:

The MoU was rejected by the Niue Parliament (Assembly) and the Government of Niue through a new Top-Level Domain law enacted by the Niue Parliament; the **Communications Amendment Act 2000 no 251**. In connection with the enactment of the Communications Amendment Act 2000 no 251, the Government of Niue submitted a proposal in compliance with the new law for a formalized agreement regarding the management of ccTLD.NU to IUSN. However, the IUSN refused to sign the proposal. The IUSN ignored the new Top-Level Domain law enacted by the Niue Parliament and claimed that the nullified MoU was still valid. In the following years, the Government of Niue made many attempts to resolve the ccTLD.NU matter in good faith with the IUSN, but the IUSN refused to engage in any discussion with the Government of Niue. The IUSN also refused to sign any proposed agreements in compliance with Niue law submitted by the Government of Niue.

#### JANUARY 2008:

The IUSN signed an agreement with ICANN, the Accountability Framework, by which the IUSN is obligated to abide by Niue law. When signing the Accountability Framework, the IUSN did not abide by Niue law and the very signing of the Accountability Framework was in breach of Niue law as well as the Accountability Framework.

In the following years, the ccTLD.NU matter was subject to constant conflict between the Government of Niue and the IUSN. The IUSN claimed that the agreement with ICANN gave IUSN legitimacy to remain as the manager and sponsoring organization for the ccTLD.NU. The Government of Niue was simultaneously looking for a partner in order to challenge the IUSN and set things right through a redelegation of the ccTLD.NU.



### JANUARY 2013:

The Government of Niue appointed a new representative to ICANN GAC and intensified the search for a partner to resolve the situation regarding the ccTLD.NU.

### SEPTEMBER 2013:

The IUSN countered by selling the rights to the management & registry of the ccTLD.NU to the **Swedish Internet Foundation** (the IIS) without giving prior notice to the Government of Niue. The deal between the IUSN and the IIS was announced on September 2, 2013. The sale of the rights to the management & registry of the ccTLD.NU took place despite Niue law and the definition in RFC 1591 regarding the management of ccTLDs; RFC 1591 stipulates responsibilities, not ownership. The Government of Niue formally protested the sale on September 2, 2013. The IUSN claimed its right to enter into the business arrangement with the IIS, and the IIS claimed that the information regarding the deal was classified. Swedish Governmental Authorities, on the other hand, had not given the IIS any permission at all to take over the management of a foreign, nation-bound, ccTLD. The IUSN has refused to engage in any discussion with the Government of Niue, and so has the IIS, despite being the de facto manager of the ccTLD.NU since 2013.

### 2013 – 2018:

The Government of Niue developed on its own, without the support of neither the IUSN nor the IIS, a domestic internet infrastructure comprised of ADSL, fiber and 4G with full coverage capacity for Niue. During the same period of time, 2013-2018, the internet infrastructure previously provided by the IUSN gradually weakened.

### 2018:

The Government of Niue gathered resources and implemented a thorough investigation regarding the ccTLD.NU matter in order to bring about a redelegation.



## PREAMBLE

### 1. INTRODUCTION

Niue is a sovereign nation, an independent constitutional state, and the ccTLD.NU is the internet country code Top-Level Domain assigned to Niue.

According to the rules and the policies of IANA and ICANN, the fact that Niue is a small nation does not in any way diminish Niue's rights within the internet community. To the contrary, as a sovereign nation, Niue is undeniably entitled to equal protection and the same rights as every other sovereign nation to self-determination regarding its choice of ccTLD management in accordance with Niue law, RFC 1591, The Framework of Interpretation and the GAC Principles.

Niue law includes one of the world's first Top-Level Domain acts; the Communications Amendment Act 2000 no 251, enacted by the Niue Parliament in 2000. The law stipulates that only entities approved by the Government of Niue may manage the ccTLD.NU. The IUSN Foundation, based in Delaware (US), had consent by the Government of Niue temporarily from January 1999 to January 2000 in accordance with an MoU. However, the MoU was rejected by the Niue Parliament with the enactment of the Communications Amendment Act 2000 no 251 and thereby nullified.

### 2. THE FALSE NARRATIVE OF "THE Wi-Fi NATION"

Niue's country code Top-Level Domain, the ccTLD.NU, was delegated to William B. Semich and the IUSN Foundation in 1997, without having any substantial ties to Niue, assisted by the firm Mossad Fonseca. Soon after obtaining the delegation, Mr. Semich seized the business opportunity to commercialize and sell ccTLD.NU registrations worldwide. Mr. Semich incorporated the entities WorldNames Inc. and .NU Domain Ltd., in order to create a business model for marketing .NU domains worldwide.

In global media and elsewhere, the IUSN has attempted to justify its role as the manager of the ccTLD.NU by marketing Niue as "The Wi-Fi nation", as though the IUSN provided free Wi-Fi to Niue. However, the story of the IUSN providing free Wi-Fi covering Niue as a whole to the benefit of the people and the local internet community in Niue has never been accurate. The Wi-Fi has at no time been free of charge for the people in Niue. Since 2000, the IUSN's technical operations in Niue has diminished gradually.

The Wi-Fi has been continuously unstable and exceedingly limited. As of today, the ccTLD.NU administration and local presence of the IUSN in Niue consists of a motel with a PO Box and the Wi-Fi is covering a negligible area surrounding the motel. There is no operational management of the ccTLD.NU by the IUSN present in Niue.



For about a decade, internet in Niue has been provided almost exclusively, roughly between 95 – 100%, by the national entity Telecom Niue by way of ADSL, fiber and 4G. The Government of Niue has over the course of the past decade been forced to invest in and develop the domestic infrastructure on its own; from ADSL to fiber and 4G. Throughout the years since 2000, the IUSN has made significant profits based on international registrations of .NU domains. However, the profits have not been invested in order to support the local internet community in Niue.

Currently, the Government of Niue is finalizing the advancement from satellite internet connection to under water fiber internet connection by the pacific cable network, transforming Niue to an up to date part of the global internet community. Neither the IUSN nor the IIS has in any way contributed to this advancement.

The Manatua Cable project in combination with the domestic connectivity network, constitutes the largest infrastructural developments ever in Niue for the local internet community as well as for Niue as a part of the global internet community. It is an indispensable investment for the future technical and economic development of Niue, and it magnifies the importance of the ccTLD.NU being managed in accordance with Niue law, RFC 1591, The Framework of Interpretation and the GAC Principles.

### 3. THE IUSN'S PERSISTENT POLICY OF IGNORING THE GOVERNMENT OF NIUE

The Government of Niue has made numerous attempts to communicate with the IUSN in good faith ever since the Communications Amendment Act 2000 no 251 was enacted by the Niue Parliament in 2000. IUSN has consequently refused to share any information about the ccTLD.NU and its management of the domain with the Government of Niue and all of the other Niuean Governmental Authorities.

The Government of Niue has tried repeatedly to engage IUSN in a dialogue concerning the IUSN's lack of investments in the local internet community in Niue. The case regarding the ccTLD.NU has had attention in the media a number of times and the IUSN has made some brief responses comprised of promises to the Government of Niue in conjunction with the media attention. The promises remain unfulfilled, since the IUSN never altered the strategy of ignoring all Niuean Governmental Authorities. The established policy by the IUSN has continuously been to deliberately withhold information from the Government of Niue and all other Niuean Governmental Authorities.



#### 4. FROM THE IUSN'S MANAGEMENT TO AN UNCONSENTED TAKEOVER BY THE IIS

In 2008, the case regarding the ccTLD.NU was well known within the domain industry and the Government of Niue was approached by a number of domain registry companies expressing willingness to support Niue in reaching a redelegation of the ccTLD.NU. Discussions between the Government of Niue and several ICANN accredited domain registry companies were initiated. However, Niue as well as those companies were aware that a redelegation process can be lengthy, costly, and have an unpredictable outcome. Moreover, Niue is a small and remote nation with scarce financial resources, whereas the IUSN had substantial resources made from the sales of ccTLD.NU registrations worldwide.

In 2013, The Government of Niue once again negotiated with several ICANN accredited domain registry companies and prepared to form a new partnership in order to request a redelegation of the ccTLD.NU, when the IUSN suddenly sold, migrated, and transferred all management, administration, and registry rights of the ccTLD.NU to the IIS. The business deal was carried out without the IUSN giving any prior information to the Government of Niue or any other Niuean Governmental Authority. The IUSN had no required permission from any significantly interested party, let alone the Government of Niue, to sell, migrate, and transfer all management, administration, and registry rights of the ccTLD.NU and the IIS had no permission from the relevant Swedish Governmental Authority to take over the management of the ccTLD.NU.

The Government of Niue made formal protests to the IUSN and the IIS the very same day the business deal was announced, on September 2, 2013.

The takeover was in breach of the founding charter of the IIS, Niue law and the Accountability Framework between ICANN and the IUSN. It is unprecedented in the history of the internet that the appointed national ccTLD manager of one nation, Sweden, takes over a foreign, by national law protected, ccTLD management of another nation, Niue. Of course, it would be unsustainable if the appointed ccTLD managers in other nations started to get engaged in unconsented takeovers of foreign, nation-bound, ccTLDs assigned to other nations, in breach of the national law of those nations.

In 2018, the Government of Niue had gathered sufficient resources and implemented a thorough investigation detecting and analyzing all of the previous and ongoing violations of the rules relating to the ccTLD.NU case in order to bring about a redelegation.





## ESSENTIAL DOCUMENTS

### 1. INTRODUCTION

The IIS' business presentation, the IUSN's answer to the Government of Niue protesting the takeover of the ccTLD.NU, and the Registry – Registrar agreement illustrate how the local internet community in Niue has been completely excluded and ignored by the IUSN and the IIS.

### 2. THE IIS' BUSINESS PRESENTATION REGARDING THE OVERTAKING OF THE ccTLD.NU

#### 2.1 The investigation 2018 by the Government of Niue

In the application to the County Administrative Board in Stockholm for permission to take over the administration of the ccTLD.NU, the IIS included the business presentation for the project in its entirety. According to the constitution of Sweden, in which the principle of public access to information is stipulated, the application is public information. Hence, the Government of Niue used the opportunity to scrutinize the IIS' business presentation when carrying out the investigation regarding the ccTLD.NU matter 2018.

#### 2.2 The decision of the County Administrative Board in Stockholm

The IIS deliberately asked the County Administrative Board for permission to operate another TLD, not another ccTLD. The IIS was granted permission to operate another TLD. The IIS was not granted permission to operate a ccTLD. Nevertheless, the IIS took over the administration of the ccTLD.NU after receiving permission to take over a TLD and the business presentation was then implemented.

#### 2.3 Extracts from the IIS' business presentation translated from Swedish to English

##### *"5. The extent of the takeover of the Top-Level Domain .NU*

*.SE intends to enter an agreement of taking over the operations of the Top-Level Domain .NU. The agreement shall give .SE the right to operate and administrate .NU during a period of 15 years with option for extension.*

- As part of the deal .SE acquires the following from Worldnames inc.*
- Rights to run .NU for 15 years.*
- The customer database containing information of all current .NU registered domain names and contact information to the domain holders.*
- The agreements in force between Worldnames and its resellers.*
- This means that .SE will have another Top-level domain beside .SE to administrate, manage and operate."*

***The indisputable result of the business arrangement between the IUSN and the IIS is that all the revenues from the ccTLD.NU shall and may only be used for the development of the local internet community in Sweden. The local internet community in Niue is completely excluded and ignored.***



#### **"6. Purpose of the take-over of the Top-level Domain .NU**

There are several purposes for .SE to take over .NU, among these:

- Reduce the dependence of .SE as the only source of income.
- Create more space for internet investments in accordance with the purpose clause.
- Ensure that .NU is operated in a stable and secure manner, which is particularly important as most domain holders are located in Sweden. By the .SE taking over the operation, someone else is prevented from taking over .NU, which could create uncertainty in the Swedish market."

#### **"7. Economic effects of the acquisition of the Top-Level Domain .NU**

The purchase price is a periodic payment that extends over 15 years with the emphasis on the first 6 years.

##### **Payment overview years 1-6:**

Year 1: 2 700 000 US Dollars	equitable to 18,2 million SEK
Year 2: 2 500 000 US Dollars	equitable to 16,9 million SEK
Year 3: 2 000 000 US Dollars	equitable to 13,5 million SEK
Year 4: 2 000 000 US Dollars	equitable to 13,5 million SEK
Year 5: 1 800 000 US Dollars	equitable to 12,2 million SEK
Year 6: 1 000 000 US Dollars	equitable to 6,7 million SEK

##### **Payment overview years 7-15:**

**Year 7 -10:** Guarantee amount of 1.7 million SEK per year and a performance bonus of a maximum of 2.7 million SEK per year.

**Year 11-15:** Guarantee amount of 2.0 million SEK per year and a performance bonus of a maximum of 2.7 million SEK per year.

In year 1, the payment will be divided into a payment of 1 million US dollars at the signing of the agreement and 1.7 million US dollars at the commissioning of .NU through .SE's system.

The takeover of the operation of .NU will lead to annual revenues of between 30-35 million SEK. .SE's assessment is that the operation of .NU under the auspices of .SE already after year two leads to a positive annual result, including the payment to Worldnames."

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## **2.4 Conclusion**

**As written in section 6 of the business presentation, one of the purposes of the takeover was to "Create more space for internet investments in accordance with the purpose clause". According to the purpose clause of the IIS' founding charter, all revenues deriving from the ccTLD.NU must be used exclusively for internet investments in Sweden. Consequently, using revenues deriving from Niue's country code Top-Level Domain, the ccTLD.NU, to invest in the local internet community in Niue would violate the purpose clause of the IIS' founding charter.**

**The purchase is based on periodic payments from the IIS to the IUSN that extend over 15 years with an option for the IIS to extend the agreement. The business arrangement between IIS and the IUSN resembles a royalty model.**

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### **RFC 1591 3(2)**

**The designated manager is the trustee of the top-level domain for both the nation, in the case of a country code, and the globalInternet community.**

**RFC 1591 Domain Name System Structure and Delegation March 1994 Concerns about "rights" and "ownership" of domains are inappropriate. It is appropriate to be concerned about "responsibilities" and "service" to the community**



### 3. THE IUSN'S ANSWER TO THE GOVERNMENT OF NIEUE PROTESTING THE TAKEOVER OF THE ccTLD.NU

#### 3.1 Content of IUSN's answer to the Government of Niue's protest 2013-09-02

The Government of Niue, through ICANN GAC Representative Pär Brumark, made formal protests regarding the takeover of the ccTLD.NU to the IUSN and the IIS the very same day the business deal was announced, on September 2, 2013.

The Government of Niue received an extensive answer in writing from the IUSN. The reply from the IUSN was written by the CEO of the IUSN, Per Darnell, also known as the former CEO of the IIS. The IUSN's answer to the Government of Niue on September 2, 2013, consists of two flawed arguments deriving from logically incorrect reasoning, by which IUSN claimed its right to enter into the business arrangement with the IIS by referring to the MoU signed 1999, and the Accountability Framework with ICANN signed 2008.

#### 3.2 Extract from the IUSN's answer to the Government of Niue's protest 2013-09-02 translated from Swedish to English

*"On January 21, 1999, The IUSN Foundation (IUSN) and the Government of Niue (GON) signed an agreement based in principle on GON recognizing IUSN as the legitimate administrator of .NU and IUSN intends to make resources available for GON and citizens of Niue to have free or very cheap internet access. This agreement is still in force. IUSN also has an agreement with ICANN since January 16, 2008, to be the "designated manager" for .NU."*

#### 3.3 The IUSN's logically incorrect reasoning

In the answer, the IUSN claimed its right to enter into the business arrangement with the IIS by referring to the MoU that was signed on January 21, 1999. However, in January 2000, the MoU was rejected and nullified by the Niue Parliament and the Government of Niue through the enactment of the Communications Amendment Act 2000 no 251.

Furthermore, in the answer, the IUSN claimed its right to enter into the business arrangement with the IIS by also referring to the Accountability Framework that was signed with ICANN on January 16, 2008. According to the Accountability Framework, the IUSN is obligated to abide by Niue law. However, the IUSN's management and administration of the ccTLD.NU was in breach of Niue law, the Communications Amendment Act 2000 no 251, by the time of the signing of the Accountability Framework. Consequently, the IUSN violated the Accountability Framework by the very signing of the agreement.

---

#### 3.4 Conclusion

**In the answer to the Government of Niue on September 2, 2013, the IUSN claimed its right to enter into the business arrangement with the IIS by referring partly to an MoU that was nullified 2000, and partly to an agreement with ICANN, the Accountability Framework, that the IUSN has been violating since the very signing of the agreement 2008.**

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***The MoU between The Government of Niue and the IUSN was only valid for one year, 1999 – 2000. Since the year 2000, the IUSN has not had any consent from the Government of Niue in acting as Manager of the ccTLD .NU.***



## 4. THE REGISTRY – REGISTRAR AGREEMENT

### 4.1 Content of the Registry – Registrar agreement

In 2013, the Swedish Internet Foundation, the IIS, overtook all existing ccTLD.NU domain holder and registrar contracts and the IUSN was replaced with the IIS as the contracting party for the ccTLD.NU. In the Registry – Registrar agreement, the Swedish Internet Foundation is clearly defined as the manager of the ccTLD.NU. (clause 2.2).

In the agreement, it is also stated that the Swedish Internet Foundation and the registrars collaborate in order to benefit the development of the internet in Sweden for the benefit of the users and society at large (clause 2.5). Consequently, the local internet community in Sweden is the only beneficiary, whereas the local internet community in Niue is ignored.

Furthermore, according to the agreement, the jurisdiction of Sweden is the valid jurisdiction of Niue's country code Top-Level Domain, the ccTLD.NU, not the jurisdiction of Niue. In the Agreement it is stated that the applicable jurisdiction of the ccTLD.NU is Sweden and the applicable law is Swedish law (clause 25).

### 4.2 Extracts from the Registry – Registrar agreement

*2.2 The Swedish Internet Foundation is an independent public interest foundation that is listed in the IANA database of country code top-level domains as a Sponsoring Organization for the top-level domain .se. The administration of the top-level domain .se is regulated in the provisions of the Swedish Top-level Domains Act (2006:24) about national top-level domains for Sweden on the internet. Since September 2013, The Swedish Internet Foundation has also managed the operation and administration of the top-level domain .nu. The Swedish Internet Foundation is responsible for, administers and manages the Domain Name Registry.*

*The Swedish Internet Foundation collaborates with Registrars regarding the registration and administration of Domain Names. The collaboration can relate to either the top-level domain .se, the top-level domain .nu or both top-level domains.*

*2.5 The Swedish Internet Foundation and the Registrars collaborate in the aim of jointly pursuing the positive development of the internet in Sweden for the benefit of users and society at large. This is predicated on long-term partnerships based on shared norms and values, a systematic and risk-based information security work as well as a high standard of business ethics both in business transactions among the parties and in relations with third parties, particularly Domain Holders.*

*25. Any dispute or conflict resulting from this Agreement shall be filed at Stockholm District Court. Swedish law shall apply to this Agreement.*

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### 4.3 Conclusion

**The IIS is the overall manager of the ccTLD.NU. The local internet community in Sweden is the exclusive beneficiary of the IIS' and the Registrars' joint efforts to develop the internet. The local internet community in Niue is ignored. Moreover, the jurisdiction of Niue's country code Top-Level Domain, the ccTLD.NU, has been altered; Niue is replaced with Sweden.**

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## STATEMENT OF FACTS

### 1. BREACH OF NIUE LAW

In 2000, the Niue Parliament enacted a Top- Level Domain law, the Communications Amendment Act 2000 no 251, which stipulates that only entities approved by the Government of Niue may manage and administer the ccTLD.NU, as from the entry into force of the law.

The IUSN has not received any approval by the Government of Niue to manage and administer the ccTLD.NU. The IUSN has thereby acted as manager and administrator of the ccTLD.NU in breach of Niue law; the Communications Amendment Act 2000 no 251.

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**Conclusion:**

**IUSN's management and administration of the ccTLD.NU has been in breach of Niue law and pertinent regulations since 2000.**

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## 2. BREACH OF THE ACCOUNTABILITY FRAMEWORK

On January 16, 2008, ICANN and the IUSN entered into a binding agreement regarding the management of the ccTLD.NU, the Accountability Framework. The IUSN did not inform the Government of Niue, or any other Niuean Governmental Authority, prior to or after the signing of the Accountability Framework. When signing the Accountability Framework, the IUSN undertook to abide by Niue law. However, the IUSN acted in bad faith when signing the Accountability Framework. The IUSN violated Niue law as well as the Accountability Framework by the very signing of the agreement, since the IUSN's management and administration of the ccTLD.NU was in breach of Niue law, the Communications Amendment Act no 251, by the time of the signing of the Accountability Framework.

**The Accountability Framework states (Section B, § 1):**

*"ICANN recognizes IUS-N as the manager and sponsoring organisation for the .NU Top Level Domain, the entity responsible for maintaining the .NU Top Level Domain as a stable and interoperable part of the global domain naming system for the Internet, subject to and in accordance with ICANN's duly adopted policies, including RFC 1591 and ICP-1, and with respect to its activities in Niue and other jurisdictions, in a matter that is consistent with the relevant laws of Niue or other applicable jurisdiction"*

**The Accountability Framework states (Section C, § 2.a, § 2.b)**

IUS-N shall use its best endeavors to:

*"Provision of Zone data for .NU generate regular updates of the .NU zone data in compliance with relevant standards as set out in paragraph c) and subject to and within the limits of relevant law"*

*"Provision of Name Service for .NU operate and maintain, the authoritative name servers for .NU in a stable and secure manner, adequate to resolve names within the .NU domain by users throughout the Internet and in compliance with relevant standards as set out in paragraph c) and subject to and within the limits of relevant law"*

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### **Conclusion:**

**The IUSN's management and administration of the ccTLD.NU has been in breach of the Accountability Framework agreement between ICANN and IUSN since the very signing of the Accountability Framework on January 16, 2008.**

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### 3. ABSENCE OF BY LAW REQUIRED GOVERNMENTAL PERMISSIONS

#### **The Governmental Authorities in Sweden:**

In 2013, the IIS filed an application to the supervising Swedish Governmental Authority, the County Administrative Board of Stockholm, for permission to operate another TLD. The IIS deliberately did not ask for permission to operate another ccTLD. In the application for permission to take over the administration of the ccTLD.NU, the IIS did not categorize the ccTLD.NU as a ccTLD, it was categorized as a TLD. The IIS described the ccTLD.NU in various ways throughout the application, but not as a ccTLD. A correct identification of the ccTLD.NU as a ccTLD is nowhere to be found in the application.

The IIS was granted permission to operate another TLD. The County Administrative Board did not grant the IIS permission to operate a foreign, nation-bound, ccTLD. In conjunction with handling the application, the County Administrative board stipulated that operating a foreign ccTLD is not in compliance with the founding charter of the IIS and Swedish law. The County Administrative Board stated that according to Swedish law, it would take another application handled by another Governmental Authority (the Legal, Financial and Administrative Services Agency) for the IIS to lawfully operate another ccTLD. However, the IIS did not bother to file another application for the required permission to operate the ccTLD.NU.

#### **The Government of Niue:**

Neither the IUSN nor the IIS has any permission from the Government of Niue to operate the ccTLD.NU. Only in 2018 when investigating the ccTLD.NU matter did the Government of Niue manage to obtain information about the content of the contract between IUSN and the IIS.

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#### **Conclusion:**

**The IIS has since 2013 been managing the ccTLD.NU in breach of its own founding charter and in absence of the by Swedish law required permission from the applicable Swedish Governmental Authority.**

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#### 4. THE DE FACTO TAKEOVER OF THE ccTLD.NU 2013

In 2013, without informing The Government of Niue, or any other Niuean Governmental Authority, the IUSN sold, migrated, and transferred all management, administration, and registry rights of the ccTLD.NU to the IIS. The Government of Niue made formal protests to the IUSN and the IIS the very same day the business deal was announced, on September 2, 2013. The IUSN claimed its right to enter into the business arrangement with the IIS by referring to the nullified MoU, signed 1999, and to the by the IUSN violated Accountability Framework with ICANN, signed 2008. The IIS answered that the information regarding the deal was classified and claimed that the IIS had permission from the relevant Swedish Governmental Authority to take over the ccTLD.NU. The claim was proven false by the investigation carried out by the Government of Niue 2018. No Swedish Governmental Authority has given the by law required permission for the business arrangement between the IUSN and the IIS.

The IIS has since the takeover of the ccTLD.NU 2013 claimed to be the entity to which the IUSN has outsourced merely the operation of the ccTLD.NU. However, the IIS is the manager, administrator, and registry for the ccTLD.NU. The IIS is the contractual party in the Registry - Registrar agreement, as well as in all customer and user agreements. Furthermore, the jurisdiction of the ccTLD.NU has been altered. According to the IIS, the applicable jurisdiction of the ccTLD.nu is Sweden, not Niue, and the applicable law is Swedish law, not Niue law. For example, the registrar agreements and the domain holder agreements stipulate Swedish law as the applicable law. The IIS is responsible for the customer database including all customer payments. The de facto takeover of the ccTLD.NU is paid for by the IIS paying the IUSN annual fees. In summary, the IIS cannot under any circumstances be regarded as merely a technical supplier to IUSN, a sentiment IUSN as well as the IIS has argued repeatedly.

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#### **Conclusion:**

**The IUSN sold, migrated, and transferred all management, administration, and registry rights of the ccTLD.NU to the IIS, without consent of the Government of Niue, or any other Niuean Governmental Authority, nor from any Swedish Governmental Authority. The IIS has sole control over the ccTLD.NU due to the de facto takeover of the ccTLD.NU 2013.**

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## 5. THE UNSAFE BUSINESS ARRANGEMENT BETWEEN THE IUSN & THE IIS

IANA and ICANN inarguably prioritizes to preserve and promote the safety, stability, and development of the internet. A business arrangement existing in absence of required governmental permissions and in breach of laws and regulations cannot under any circumstances be considered safe and stable. The involved entities in such a business arrangement endangers their ability to provide the services undertaken to the local and global internet community. The arrangement, and thereby the ongoing operations, runs the risk of being halted at any point in time by either Swedish or Niuean Governmental Authorities.

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### **Conclusion:**

**The business arrangement between the IUSN and the IIS is profoundly unsafe and therefore constitutes a severe and present threat to the stability and the security of the local internet community as well as the global internet community.**

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## REQUEST FOR REDELEGATION

### REQUEST FOR THE REDELEGATION OF THE ccTLD.NU

The Government of Niue requests for the redelegation of the ccTLD.NU as hereinafter set forth:

As a result of the Accountability Framework, and according to the records of IANA and ICANN, the IUSN is recognized as the delegated manager of the ccTLD.NU, regardless of the takeover of the overall management operations by the IIS on September 2, 2013.

When interpreting the relevant rules relating to the ccTLD.NU case, the conclusions outlined in the present redelegation request are indisputable.

Consequently, the Government of Niue hereby formally requests the redelegation of the ccTLD.NU from the IUSN to a new manager, approved by the Government of Niue. A Governmental process is currently underway in which a new manager will be selected.



**UNR**

#### **Proposed and approved RSP in the event of a redelegation of the ccTLD.NU.**

Uni Naming & Registry (UNR, formerly known as Uniregistry) is a reputable Registry Service Provider with extensive experience in Registry transitioning and whose team has worked with ccTLDs for close to 20 years. UNR's expertise will guarantee a seamless transition for the registered name holders in .NU and allow Niue's internet community to benefit from a stable and secure infrastructure.

*Respectfully submitted,*

*Pär Brumark, Special Envoy to the Government of Niue  
Daniel Eklöf, Legal Counsel to the Government of Niue  
Thomas Medard Frederiksen, Senior Advisor to the Government of Niue,  
member of Niue Information Technology Committee (NITC)*

**NIUE**  
**COMMUNICATIONS AMENDMENT ACT 2000**

No. 251

Arrangement of provisions

- 1 Short title
- 2 Interpretation
- 3 The Principal Act Amended
- Part IIA
- Electronic Addressing
  - 30A. Interpretation
  - 30B. Objectives & Obligations
  - 30C. Niue Information Technology Committee
  - 30D. Appointed Manager/s of electronic addressing
  - 30E. Cabinet may give directions to the Appointed Manager of electronic addressing
  - 30F. Delegation of powers

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**AN ACT**

**to make provision in respect of the ownership and the management of the country code Top Level Domain .nu**

Be it enacted by the Niue Assembly in Session assembled and by the authority of the same as follow

**1 Short title**

This Act may be cited as the Communications Amendment Act 2000.

**2 Interpretation**

In this Act unless a contrary intention appears:-

"the Principal Act" means the Communications Act 1989.

**3 The Principal Act Amended**

The Principal Act is hereby amended by adding Part IIA to the Act.

**Part IIA**

## **Electronic Addressing**

### **30A. Interpretation**

In this part "NITC" means the Niue Information Technology Committee.

"ccTLD" means country code Top Level Domain.

".nu" means the ccTLD two letter code designated and applying to Niue.

"Electronic addressing" means the use of any scheme for organizing, distributing or assigning any type of symbolic reference, name, address, code which is pertinent to the transfer of information within and between information systems. Including but not exclusive to internet addressing schemes including those referred to by the ISO 3166.

"ISO 3166" means Standard 3166 of the International Organisation for Standardisation.

### **30B. Objectives & Obligations**

(1) In the administration of this Part Cabinet shall have regard to the objectives of –

- a) Facilitating the development of Information Technology and Electronic Addressing both within Niue, between Niue and elsewhere.
- b) The recognition that the ccTLD .nu is a National resource for which the prime authority is the Government of Niue.
- c) Ensuring that effective means exist to control and supervise the information transmitted or made available by any appointed Manager of the Niue ccTLD .nu.
- d) Ensure that the ccTLD .nu is managed consistent with the interests and matters of public importance of the Niuean community and consistent with the public policy objectives of the Government.

(2) In the administration of this part the Cabinet shall, so far as practicable, act in accordance with any applicable standards, rules and regulations set by international agreements binding upon Niue.

### **30C. Niue Information Technology Committee**

- 1) There is established by this Act the NITC consisting of not less than 3 members nor more than 6 members appointed by the Cabinet.
- 2) The NITC shall be the only designated Registry Manager of the Niue ccTLD .nu.

3) The NITC shall -

- a) Advise Cabinet on all matters related to and associated with Information Technology and the management of the ccTLD .nu.
- b) Be responsible for establishing and monitoring any and all contractual relationships entered into relating to the management of the ccTLD .nu.
- c) when and where appropriate appoint Technical and Administrative advisors.

**30D. Appointed Manager/s of electronic addressing**

- 1) Cabinet on the advice of the NITC determine for the purposes of this Part, a specified person or association as an appointed manager of electronic addressing in relation to a specified kind of listed carriage services utilizing the ccTLD.nu.
- 2) The appointment has effect accordingly.
- 3) Cabinet must not make a re appointment under subsection (1) in relation to a particular person or association unless:
  - (a) The NITC recommends Cabinet to do so.
  - (b) the NITC is of the opinion that the person or association is managing electronic addressing in accordance with the interests, principles and standards of the Niuean community and the public policy of the Government.
- 4) The Cabinet may give written directions to the NITC in relation to its advisory role.

**30E. Cabinet may give directions to the Appointed Manager of electronic addressing**

- 1) The Cabinet may, by written notice given to an Appointed Manager of electronic addressing in relation to a particular kind of carriage service, directing manager to do, or refrain from doing, a specified act or thing relating to electronic addressing in connection with that kind of carriage service utilizing the ccTLD .nu.
- 2) The Cabinet may not give a direction under this section unless, in the opinion of the Cabinet, the issues pertaining to the electronic addressing is of public importance to the Niuean community.
- 3) In determining whether the electronic addressing is of public importance the Cabinet must have regard to the extent to which the addressing is of significant social and/or economic importance to:
  - (a) service providers; and

(b) end - users of carriage services

4) Subsection (3) does not, by implication, limit the matters to which Cabinet may have regard.

(5) Before giving a direction under this section, the Cabinet must consult the NITC.

(6) A person must comply with a direction under this section.

(7) A person or association who intentionally or recklessly contravenes subsection (6) is guilty of an offence punishable on conviction by a fine not exceeding US\$500,000.00.

**30F. Delegation of powers.**

Cabinet may delegate all or part of the powers vested on it by virtue of this Act to the NITC.

The Niue Assembly passed this Act on the 29th day of February 2000.

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## ACCOUNTABILITY FRAMEWORK

This Accountability Framework ("AF") is between:

**Internet Users Society - Niue (IUS-N)**, a Delaware-registered private charitable foundation, hereinafter referred to as "IUS-N,"

And

**THE INTERNET CORPORATION FOR ASSIGNED NAMES AND NUMBERS**, a California-registered public benefit and non profit corporation formed in 1998 hereinafter referred to as 'ICANN',

jointly to be referred to as: 'parties' and individually to be referred to as: 'party'.

### A. Recitals

1. The parties want to demonstrate their commitment to further enhancing the stability, security and interoperability of the Internet's Domain Name System (DNS) from a global perspective and for the benefit of the local and global Internet community in an evolutionary manner on the basis of a peer relationship.
2. The .NU top level domain has been delegated to IUS-N since 1997.
3. IUS-N's functions regarding the stability and interoperability of the DNS are to:
  - a) Maintain and keep maintained name servers for the .NU domain;
  - b) Generate updates to .NU zone data when changes occur and propagate those changes to all public authoritative name servers for the .NU domain; and
  - c) Ensure continued and stable domain name system interoperability with the global Internet.
4. ICANN is responsible for providing technical-coordination functions for the management of the system of unique identifiers of the global Internet, including the DNS. Among ICANN's responsibilities is to oversee operation of the Internet's Authoritative Root Server System. As part of ICANN's responsibilities ICANN enters and maintains data in the Authoritative Root database which facilitates the resolution of Top-Level domains including the .NU ccTLD and generates updates of the root zone file.
5. ICANN:
  - a) Coordinates the allocation and assignment of the three sets of unique identifiers for the Internet, which are:
    1. domain names (forming a system referred to as "DNS");
    2. Internet protocol ("IP") addresses and autonomous system ("AS") numbers; and
    3. Protocol port and parameter numbers.
  - b) Coordinates the operation and evolution of the DNS root name server system.
  - c) Coordinates policy development reasonably and appropriately related to these technical functions.

### B. Mutual Recognition

1. **Recognition of IUS-N.** ICANN recognizes IUS-N as the manager and sponsoring organisation for the .NU Top Level Domain, the entity responsible for maintaining the .NU Top Level Domain as a stable and interoperable part of the global domain naming system for the Internet, subject to and in accordance with ICANN's duly adopted policies, including RFC 1591 and ICP 1, and with respect to its activities in Niue and in other jurisdictions, in a manner that is consistent with the relevant laws of Niue or other applicable jurisdiction.

**2. Recognition of ICANN.** IUS-N acknowledges that ICANN is the entity responsible for maintaining and keeping the root of the Internet DNS stable and globally interoperable in a manner that is consistent with ICANN's Mission and Core Values as reflected in its Bylaws.

### **C. Commitments**

#### **1. Commitments of ICANN.**

ICANN shall use its best endeavors to:

- a) **Authoritative-Root Database** maintain a stable, secure, and authoritative publicly available database of relevant information about .NU, the Delegated country code Top Level Domain as required to maintain the root-zone database in accordance with ICANN publicly available policies and procedures. At the start of this AF, the Authoritative Root Database shall contain information for the public authoritative name servers for .NU, contact information for .NU and IUS-N, the designated administrative contact(s), and the designated technical contact(s) as notified to ICANN by IUS-N.
- b) **Update of Name Server Information** implement upon notification by IUS-N a change to the domain name or IP address(es) of the name servers for .NU as recorded in the Authoritative-Root Data for .NU in the Authoritative-Root Database according to ICANN's publicly available policies and procedures. The initial format and technical requirements for such a change are set out in ICANN's publicly available policies and procedures.
- c) **Publication of Root-zone Whois Information** publish data maintained in the Authoritative Root Database about .NU which shall include at least the names of IUS-N as the sponsoring organization, the administrative contact(s), the technical contact(s), and the domain names and IP addresses of the authoritative name servers for the .NU domain, as designated by IUS-N.
- d) **Operation of Authoritative Root Server System** coordinate the Authoritative Root Server System so that it is operated and maintained in a stable and secure manner; and cause the Authoritative Root Server System to publish DNS resource records delegating the Top Level Domain .NU to the name servers recorded in the Authoritative Root Database and to inform the named administrative contact(s) and technical contact(s) of the published changes to the name servers for .NU.
- e) **Maintenance of Authoritative Records and Audit Trail** maintain authoritative records and an audit trail regarding changes requested by IUS-N to .NU delegations and records related to those delegations, inform IUS-N of the status of any changes requested by IUS-N related to .NU and of any action taken or proposed to alter the administrative arrangements or root-zone delegations of .NU TLD.
- f) **Notification of Contact Changes** notify IUS-N of any changes to ICANN's contact information no later than seven days after the change becomes effective.

#### **2. Commitments of IUS-N.**

IUS-N shall use its best endeavors to:

- a) **Provision of zone data for .NU** generate regular updates of the .NU zone data in compliance with relevant standards as set out in paragraph c) and subject to and within the limits of relevant law.
- b) **Provision of Name Service for .NU** operate and maintain, the authoritative name servers for .NU in a stable and secure manner, adequate to resolve names within the .NU domain by users throughout the Internet and in compliance with relevant standards as set out in paragraph c) and subject to and within the limits of relevant law.



c) **Applicable relevant standards** are standards-track or best current practice RFCs sponsored by the Internet Engineering Task Force required to maintain the stability and interoperability of .NU with the DNS. RFC's include but are not limited to 1034, 1035, 1101, 2181, 2182 and any other standards as are mutually agreed in writing between the parties.

d) **Accuracy and Completeness of Information** notify ICANN, through ICANN's designated point of contact of:

1. any change of the contact information of its administrative or technical contact(s), and
2. any change to the administrative and /or technical contact details about .NU in the Authoritative-Root Database no later than seven days after the change becomes effective. The administrative contact for .NU must be directly associated with IUS-N and must reside in the territory of Niue during the entire period he or she is designated as such.

### 3. Financial Contribution to ICANN.

IUS-N shall contribute to ICANN's cost of operations in the amount of US \$18,000 per annum. The parties agree to review in good faith on the first anniversary of the date of AF, the contribution to ICANN set out above with a view to agreeing continued contributions by IUS-N on an annual basis to ICANN's cost of operations. The review of the parties will take into account all relevant circumstances.

### D Dispute Resolution

"ADR Rules" means the International Chamber of Commerce ("ICC") rules in relation to amicable dispute resolution ("ADR") applicable at the time of dispute.

1. All disputes and claimed breach(s) of this AF that cannot be settled between the parties or cured after thirty (30) days written notice to the defaulting party shall be referred by either party for settlement proceedings to the ICC to be finally settled under the ADR Rules of the ICC.
2. The proceedings shall be conducted in English and shall occur at a location agreed in good faith by the parties acting reasonably.
3. The parties agree that the validity, interpretation, and effect of acts of IUS-N and its legal status at the start of the dispute shall be interpreted according to the laws of the State of California and the validity, interpretation, and effect of acts of ICANN and its legal status shall be interpreted according to the laws of the State of California.
4. If, and to the extent that any such dispute, controversy or claim has not been settled pursuant to the ADR Rules within 60 days of filing a Request for ADR then this AF may be terminated by either party in accordance with section E.

**E. Termination.** This AF may only be terminated in the following circumstances;

1. where a dispute has not been settled pursuant to the ADR Rules within 60 days of filing a Request for ADR in accordance with section D; or there has been a determination by the adjudicator under Section D that a party is in violation of the AF and that party continues to behave in the same manner for a period stated in the settlement agreement, or if no period is stated, twenty-one days;
2. either party will not or is unable to perform its duties under the AF and has given written notice to such effect;

3. a party comes under legal restraint or receivership;
4. by mutual consent of the parties; or
5. by either party in the event that a re-delegation takes place, provided that in any re-delegation discussions the existence of this AF shall be taken into account.

**F. Effects of Termination.** All obligations under this AF shall cease, ICANN and IUS-N are still obligated to perform their duties in accordance with this AF to the extent this is within their powers and can be reasonably expected under the circumstances in order to maintain the stability and interoperability of the DNS.

**G. No Liability.** No breach of an obligation contained in this AF or performance or non-performance under this AF shall give rise to any monetary liability by one party to another.

**H. Transfer or Assignment.** No party may transfer or assign this AF without the prior written consent of the other.

**I. Subcontract** IUS-N agrees that the obligations of IUS-N to ICANN under this AF shall not be diminished or affected by any subcontracting arrangements it may have with respect to operations or functions of .NU

**J. Entire AF.** This AF contains the entire agreement of the parties in relation to the subject matter contained within it. No variation of this AF shall be binding unless it is in writing and signed by both parties.

IN WITNESS WHEREOF the parties have caused this AF to be executed by their duly authorized representatives

**INTERNET CORPORATION FOR ASSIGNED NAMES AND NUMBERS**

By



Dr Paul Twomey  
CEO and President

Date 16.01.08

**Internet Users Society - Niue**



J. William Semich  
Founder and President

Date Jan. 8, 2008



Länsstyrelsen i Stockholms län  
Enheten för tillsyn  
Att. Mikael Wiman  
Box 22067  
104 22 Stockholm

INKOM  
LÄNSSTYRELSEN I STOCKHOLMS LÄN  
2012 -05- 07  
DNR: 20622-14357-2012

### Förhandsbesked rörande Stiftelsen för Internetinfrastruktur

Stiftelsen för Internetinfrastruktur bildades år 1997. Stiftelsen har ända sedan bildandet innehaft rätten att administrerar, förvalta och driva toppdomänen **.se**. Denna rätt har bekräftats av Internet Corporation for Assigned Names and Numbers, (ICANN).

Stiftelsen har för avsikt att överta administrationen av ytterligare en toppdomän.

Stiftelsen hemställer härmed om besked om det skulle vara förenligt med Stiftelsens ändamålsföreskrifter eller i vart fall ligga i linje med stiftarens intentioner att Stiftelsen tar över administrationen av den ifrågavarande toppdomänen.

Till belysning av rättsfrågan bifogas ett utlåtande av advokaten Anders Jansson (Bilaga 2) som var stiftarens juridiske rådgivare inför bildandet av Stiftelsen.

De organisatoriska och ekonomiska omständigheterna kring övertagandet framgår av Bilaga 1.

Stiftelsen vill tillägga att Stiftelsen har ett omfattande sekretessåtagande gentemot avtalsparten vilket strikt reglerar hanteringen av information rörande övertagandet. För Stiftelsen är det därför av yttersta vikt att informationen om vilken toppdomän ärendet handlar om och de ekonomiska omständigheterna kring övertagandet (Bilaga 1 och Bilaga 2) blir föremål för sekretess hos Länsstyrelsen.

Stockholm 2012-05-04

För Stiftelsen för Internetinfrastruktur

Danny Aerts  
VD

2012 -05- 07

DNR: 20622-14357-2012

## BILAGA 1

# Övertagandets omfattning, syfte och dess påverkan på Stiftelsens ekonomi

## 1 Bakgrund

Under flera år har Stiftelsen för Internetinfrastruktur, .SE, haft en informell kontakt med de ansvariga personer som driver toppdomänen .nu genom stiftelsen IUSN (The Internet Users Society Niue) och ett Bostonbaserat bolag (Worldnames Inc.) avseende ett eventuellt övertagande av rätten att driva toppdomänen .nu. Denna rätt innehas idag av stiftelsen IUSN. Stiftelsen IUSN har sedan 2008 ett avtal med Internet Corporation for Assigned Names and Numbers, ICANN. IUSN har gett i uppdrag till Worldnames Inc. att för IUSN:s räkning driva toppdomänen .nu.

Sommaren 2011 tog företrädare för Worldnames Inc. åter kontakt med .SE för att diskutera ett eventuellt övertagande av driften av .nu. Anledningen till den återupptagna kontakten är troligen främst styrd av privata omständigheter hos ägaren till Worldnames Inc. i kombination med att det krävs kontinuerliga investeringar för att driva en toppdomän. Detta kan vara svårt för små toppdomänsorganisationer.

Förhandlingarna har gått bra och .SE har skrivit på en avsiktsförklaring (Letter of Intent). Avsiktsförklaringen är juridiskt icke-bindande, men visar att .SE nu kommer att göra en due diligence och gör en slutförhandling för att komma till ett bindande avtal.

En bedömning från Länsstyrelsen av frågan om det skulle vara förenligt med .SE:s ändamålsföreskrifter, eller i vart fall ligga i linje med stiftarens intentioner, att .SE tar över administrationen av den ifrågavarande toppdomänen är därför viktigt för .SE i detta skede. Därför redovisas nedan övertagandets omfattning, syfte och hur den påverkar .SE:s ekonomi.

## 2 Introduktion till toppdomäner

.se är den svenska toppdomänen. På samma sätt har andra länder sina egna toppdomäner. Man kan jämföra det med landsnummer för telefoni eller landsbokstäver på bilar. De nationella toppdomänerna följer en ISO-standard för de olika landsbokstäverna där Norge har .no, Tyskland har .de och så vidare.

I varje land finns en NIC (Network Information Center) som administrerar toppdomänen på nationell nivå. Sveriges NIC är .SE (Stiftelsen för Internetinfrastruktur).

Det är den amerikanska organisationen Internet Corporation for Assigned Names and Numbers, ICANN, som ansvarar för att tilldela toppdomänerna till en organisation som får i uppdrag att driva den tilldelade toppdomänen.

Det finns cirka 300 nationella toppdomäner. Sverige har ".se", Norge har ".no", Danmark har ".de", ön Niue har ".nu" et cetera. Därutöver finns det ett antal generiska toppdomäner som inte hör till något specifikt land, till exempel .com, .net, .org.

Den geografiska toppdomänen .nu tillhör ögruppen Niue men är, som ovan nämnts, tilldelad IUSN som därför har rätten att förvalta .nu sedan i början av 1990-talet. I utbyte har IUSN skrivit ett avtal med ön Niue i vilket det bland annat utlovas att ön skall få tillgång till ett WIFI-nät.

### 3 Introduktion till domännamn

Ett domännamn är en blandning av en adress och en identitet på nätet. Ett domännamn är adressen till en server på Internet i en form som människor kan minnas, till exempel [www.regeringen.se](http://www.regeringen.se). Bakom varje domännamn döljer sig en unik ip-adress. Man kan säga att domännamnet är ett täcknamn för de ip-adresser som maskinerna kommunicerar med, till exempel <http://194.14.70.181/> som är samma sak som [www.regeringen.se](http://www.regeringen.se).

Ett domännamn används bland annat av företag för att marknadsföra bolaget och/eller bolagets produkter och tjänster. Många företag väljer att skydda sina firma- och varumärken genom att registrera domännamn motsvarande firma- eller varumärket under flera relevanta toppdomäner.

### 4 Marknadsförhållanden för .nu

.nu har senast början av användandet av Internet i Sverige etablerat sig som en svensk toppdomän och Worldnames Inc. har alltid fokuserat på Sverige och har marknadsfört .nu som svensk toppdomän. Med domäner som ppm.nu, forsvarsmakten.nu et cetera har man skapat en bild av .nu som lika svenskt som .se.

Många svenska företag och även offentlig sektor använder .nu-domäner som ett alternativ till .se. Toppdomänen .nu blev också populär på grund av att Worldnames Inc. tillämpade mindre strikta regler än de som tidigare fanns för registrering under toppdomänen .se.

Ett svenskt bolag väljer vanligtvis att åtminstone registrera sig under .se och .nu. Många väljer att använda .nu eftersom "nu" har en innebörd på svenska och därför anses vara attraktiv för svenskar. Toppdomänen .nu har därför en positionering som en alternativ svensk toppdomän och används också mycket i reklamkampanjer och informationskampanjer.

.se-domänen har en marknadsandel på över 60 procent av den svenska marknaden medan .nu-domänens marknadsandel är 8 procent i Sverige. Som jämförelse kan nämnas .com:s andel som är 17-20 procent.

Antalet aktiva .nu-domäner har gått från 195 612 till 224 565 mellan 2009 och 2011. 70 procent av samtliga registrerade .nu-domäner innehavs av svenska kunder.

## 5 Omfattningen av övertagandet av toppdomänen .nu

.SE har för avsikt att ingå ett avtal om övertagandet av driften av toppdomänen .nu. Avtalet skall ge .SE rätten att driva och administrera .nu under en period av 15 år med möjlighet till förlängning.

Som en del av affären övertar .SE följande från Worldnames Inc.:

- Rättigheter att driva .nu under 15 år.
- Kunddatabasen som innehåller information om samtliga befintliga .nu-registrerade domännamn samt kontaktuppgifter till domännamnsinnehavarna.
- Avtalen som gäller mellan Worldnames och dess återförsäljare.

Det innebär att .SE kommer att ha ytterligare en toppdomän utöver .se att administrera, förvalta och driva.

## 6 Syfte med övertagande av toppdomänen .nu

Det finns flera **syften för .SE** att ta över .nu, bland annat:

- Minska beroendet av .se som enda intäktskälla.
- Skapa mer utrymme för Internetsatsningar i linje med ändamålsparagrafen.
- Säkerställa att .nu drivs på ett stabilt och säkert sätt vilket är mycket viktigt eftersom de flesta .nu-domännamnsinnehavare finns i Sverige. Genom att .SE tar över driften förhindras att någon annan tar över .nu, vilket skulle kunna skapa osäkerhet på den svenska marknaden.
- Möjlighet att visa att .SE kan hantera flera toppdomäner. Detta kan vara viktigt nu när flera svenska organisationer och företag kan ansöka om en egen toppdomän.
- Möjlighet att skapa skalfördelar och få effektivitetsvinster för den befintliga organisationen.

Det finns även många **fördelar för användare** av .nu:

- Möjlighet att "stabilisera" .nu för befintliga privatkunder och företag. .nu hamnar i trygga händer i Sverige. Detta borde också uppskattas av PTS.
- Möjlighet för befintliga och nya kunder att kunna köpa .nu-domäner för ett lägre pris och av en tillförlitlig partner.
- Enklare regler för överlåtelser och administration.

Slutligen finns det även **fördelar för återförsäljarna** (registrarer):

- Möjlighet att kunna erbjuda .SE:s registrarer ett bra registry för .nu med bra regelverk som uppskattas av registrarer.
- Fler registrarer kan sälja .nu, något som gynnar utbudet för slutanvändare och kan öka penetrationen av .nu.
- En enkel migration i och med att .nu:s största registrarer redan har ett samarbete med .SE.

## 7 Ekonomiska effekter av övertagandet av toppdomänen .nu

Köpeskillingen är en periodisk utbetalning som sträcker sig över 15 år med tyngdpunkten på de första 6 åren.

### Betalningsöversikt åren 1 – 6:

År 1: 2 700 000 US Dollar	motsvarande 18,2 Milj. SEK
År 2: 2 500 000 US Dollar	motsvarande 16,9 Milj. SEK
År 3: 2 000 000 US Dollar	motsvarande 13,5 Milj. SEK
År 4: 2 000 000 US Dollar	motsvarande 13,5 Milj. SEK
År 5: 1 800 000 US Dollar	motsvarande 12,2 Milj. SEK
År 6: 1 000 000 US Dollar	motsvarande 6,7 Milj. SEK

### Betalningsöversikt åren 7 – 15:

Åren 7 – 10:	garantibelopp på 1,7 Milj. SEK per år och en prestationsbonus på högst 2,7 Milj. SEK per år.
Åren 11 – 15:	garantibelopp på 2,0 Milj. SEK per år och en prestationsbonus på högst 2,7 Milj. SEK per år.

Betalningen blir garanterad genom en bankgaranti från SEB. Bankgarantin blir uppdelad i två separata bankgarantier: en för perioden år 2 till och med år 6 och vid utgången av år 6 ställer .SE ut en garanti för perioden år 7 – 15.

År 1 blir betalningen uppdelad i en utbetalning av 1 Milj. US Dollar vid undertecknandet av avtalet och 1,7 Milj. US Dollar vid driftsättning av .nu genom .SE:s system. Båda betalningarna sker från befintliga medel.

.SE:s styrelse har fastställt att .SE ska ha ett reservkapital på 60 Milj. SEK som är reserverad för oförutsedda händelser.

- .SE har vid dags datum 105 Milj. SEK i fonder, aktier och likvida medel.

- .SE har ett årligt överskott från domänverksamheten som ligger på ungefär 50 Milj. SEK. Överskottet blir använt i olika projekt med kort löptid som ska främja utvecklingen av Internet i Sverige. Överskottet kan användas för den årliga betalningen till Worldnames Inc.
- Övertagandet av driften av .nu kommer att leda till årliga intäkter på mellan 30 – 35 Milj. SEK. .SE:s bedömning är att driften av .nu under .SE:s regi redan efter år 2 leder till ett positivt årsresultat inklusive betalningen till Worldnames.
- SEB bedömer affären och .SE så säkert att de är villiga att ställa ut en bankgaranti för åren 2 – 6 på 62,7 Milj. SEK utan att .SE behöver spärra motsvarande belopp på depå. SEB ställer som krav att .SE ska ha på sitt depå 45 Milj. SEK vid ingången av affären och minskar det spärrade beloppet med respektive årsbetalning per år. Det betyder att .SE:s spärrade tillgångar efter affärens år 2 är 32 Milj. SEK.

**Totalbedömningen av affären är följande:**

.SE kan betala den årliga betalningen från den löpande verksamhet redan idag och .nu:s intäkter kommer att underlätta det ännu mer.

.SE äventyrar aldrig det av styrelsen fastställda reservkapitalet.



## REGISTRY - REGISTRAR AGREEMENT For the top-level domain .se and/or .nu

*(The Swedish version of the Registry-Registrar agreement shall prevail)*

### 1 THE PARTIES

- 1.1 Stiftelsen för Internetinfrastruktur / The Swedish Internet Foundation, corporate identity no. 802405-0190, Box 92073, 120 07 STOCKHOLM.
- 1.2 [THE COMPANY'S/ORGANISATION'S NAME], (the Registrar) [CORPORATE IDENTITY NO.], [ADDRESS].

### 2 BACKGROUND

- 2.1 The Internet serves as an important social function in Sweden and in other countries. One of the preconditions for a well-functioning internet is the addressing system, and an important element for addressing on the internet is the system with domain names.
- 2.2 The Swedish Internet Foundation is an independent public interest foundation that is listed in the IANA database of country code top-level domains as a Sponsoring Organization for the top-level domain .se. The administration of the top-level domain .se is regulated in the provisions of the Swedish Top-level Domains Act (2006:24) about national top-level domains for Sweden on the internet. Since September 2013, The Swedish Internet Foundation has also managed the operation and administration of the top-level domain .nu. The Swedish Internet Foundation is responsible for, administers and manages the Domain Name Registry.
- The Swedish Internet Foundation collaborates with Registrars regarding the registration and administration of Domain Names. The collaboration can relate to either the top-level domain .se, the top-level domain .nu or both top-level domains.
- 2.3 The Registrar fulfills the requirements established in this Agreement.
- A Registrar is entitled to charge for and perform Registration Services through the technical interface that is provided by The Swedish Internet Foundation via the EPP protocol.

- 2.4 The parties work actively to perform Registration Services and the parties' primary and joint objective is to have satisfied Domain Holders. Accordingly, the Registrar always acts in a manner that is in accordance with the assignment as an Registrar.
- 2.5 The Swedish Internet Foundation and the Registrars collaborate in the aim of jointly pursuing the positive development of the internet in Sweden for the benefit of users and society at large. This is predicated on long-term partnerships based on shared norms and values, a systematic and risk-based information security work as well as a high standard of business ethics both in business transactions among the parties and in relations with third parties, particularly Domain Holders.
- 2.6 The Swedish Internet Foundation's cooperation with the Registrars will be conducted and governed in accordance with the terms and conditions in this Agreement. All Registrars have identical agreements with The Swedish Internet Foundation.

### **3 DEFINITIONS, ET CETERA**

#### **3.1 Definitions**

- 3.1.1 'Authorization Code' refers to the one-time password that, where applicable, is created for the registered Domain Name.
- 3.1.2 'Agreement' refers to this agreement, including all appendices which are published on <https://registrar.iis.se/97>.
- 3.1.3 'Agreement date' refers to the date when the parties signed this Agreement.
- 3.1.4 'DNSSEC' refers to Domain Name System Security Extensions. This is an extension of the DNS system and is intended to improve security.
- 3.1.5 'Domain Name' refers to a domain name that has been assigned under the top-level domain .se and/or the top-level domain .nu.
- 3.1.6 'Domain Name Registry' refers to the register containing all the Domain Names under the top-level domain .se and/or the top-level domain .nu. that is administered by The Swedish Internet Foundation.
- 3.1.7 'DS records' refers to delegation posts for DNSSEC.
- 3.1.8 'Domain Holder' refers to the natural person or legal entity that is applying to be or is registered as the Domain Holder of the Domain Name.

- 3.1.9 'Terms and Conditions of Registration' refers to the terms and conditions that are provided by The Swedish Internet Foundation, and that may be amended at any time by The Swedish Internet Foundation, and that the Registrar undertakes to apply in relation to all Domain Holders.
- 3.1.10 Registrar' refers to a commercial enterprise that is approved by The Swedish Internet Foundation and signed in this Agreement.
- 3.1.11 'Registration Services' refers to the services that the Registrar shall offer Domain Holders according to paragraph 6.1 below.
- 3.1.12 'The Swedish Internet Foundation' refers to Stiftelsen för Internetinfrastruktur.

## 3.2 **Appendices**

The following appendices are included in the Agreement:

Appendix 1, General requirements for Registrars

Appendix 2A, Terms and conditions relating to registration of .se-domains

Appendix 2B, Terms and conditions relating to registration of .nu domains

Appendix 3, Privacy policy for Registrar's personal data

Appendix 4, Fees and payment terms

Appendix 5, Identification of Domain Holders

Appendix 6, Annual control of the Domain Holder's contact details

Appendix 7 Routine description of the top-level domains .se and .nu

If any information or provisions in the appendices contravenes the information or provisions in the Agreement, this document should take precedence and the appendices should have priority in numerical order.

## 4 **GENERAL**

### 4.1 **Purpose of the Agreement**

When entering into this Agreement, the business owner becomes a Registrar and is granted the right to, upon request from the Domain Holder, perform Registration Services in accordance with the terms and conditions in this Agreement. This Agreement does not entitle nor authorize the Registrar to administer the Domain Name Registry.

### 4.2 **Non-exclusive rights**

The rights that the Registrar receives according to this Agreement are non-exclusive and do not restrict The Swedish Internet Foundation's right to choose other Registrars.

#### 4.3 **The Swedish Internet Foundation's trademark and distinguishing features**

The Registrar only has the right to use The Swedish Internet Foundation's brand and other distinguishing features in accordance with current applicable instructions that can be found on The Swedish Internet Foundation's website for Registrars.

### 5 **GENERAL REQUIREMENTS**

#### 5.1 **General requirements for Registrars**

For the duration of the Agreement, the Registrar must satisfy The Swedish Internet Foundation's general requirements stated in Appendix 1, General requirements for Registrars.

### 6 **REGISTRATION SERVICES**

6.1 The Registrar shall offer Domain Holders the following Registration Services, for which the Registrar has the right to determine and charge a fee:

(i) **New registration of Domain Names**

The Registrar undertakes, upon request from the Domain Holder, to make a new registration of a Domain Name under the top-level domain .se and/or the top-level domain .nu.

(ii) **Renewal of Domain Names**

The Registrar undertakes, upon request from the Domain Holder, to renew the registration period for the Domain Holder's Domain Name, with the exception of what is stated in paragraph 7.7.

(iii) **Updating of contact information**

The Registrar undertakes, upon request from the Domain Holder, to update the contact information relating to the Domain Holder in accordance with paragraph 9 of this Agreement.

(iv) **Administration of name servers**

The Registrar undertakes, upon request from the Domain Holder, to add, remove or change name servers for a Domain Name.

In the event that the Registrar is the name server operator for the Domain Holder's Domain Name, the Registrar has the right, for technical reasons, to add, remove or

change name servers for these Domain Names without the request of the Domain Holder.

In the event that the Registrar receives confirmation that name servers used for the Domain Name will cease to exist, the Registrar has the right, for technical reasons, to add, remove or change name servers for these Domain Names without the request of the Domain Holder. In such cases, the Registrar shall inform the concerned Domain Holders.

**(v) Assignment of Domain Names**

The Registrar undertakes, upon request from the surrendering Domain Holder, and on condition that the recipient Domain Holder has approved the Terms and Conditions of Registration and has provided the information specified in paragraph 9.1, to perform the assignment of a Domain Name.

The Registrar shall promptly, and no later than within five working days from when the conditions for the assignment have been fulfilled, assign the Domain Name to a new Domain Holder.

The assignment of a Domain Name means that the recipient party becomes the new Domain Holder and replaces the Domain Holder that was previously registered.

**(vi) Change of Registrar**

The Registrar undertakes, upon request from the Domain Holder, to assist with the transfer of the administration of the Domain Holder's domain name from one Registrar to another.

The surrendering Registrar shall, upon request from the Domain Holder, see that a unique Authorization Code is created for the Domain Name that the Registrar administers on behalf of the Domain Holder. The surrendering Registrar shall promptly, but no later than within five working days after the request, provide the Domain Holder with the Authorization Code. If the surrendering Registrar does not provide the Authorization Code within five working days, The Swedish Internet Foundation has the right to obtain the Authorization Code and pass it on to the Domain Holder.

The surrendering Registrar is responsible for ensuring that the Authorization Code is transferred to the Domain Holder in a secure manner, and the Registrar is always obliged to provide the Authorization Code upon request from the Domain Holder.

Before the Registrar is changed, the recipient Registrar shall inform the Domain Holder in cases where the change affects the Domain Holder's DS records.

On its website, the Registrar shall provide clear information about the Domain Holder's right to change Registrar.

A fee for the Registration Service change of Registrar may not be charged by the surrendering Registrar.

(vii) **Deregistration of Domain Names**

The Registrar undertakes, upon request from the Domain Holder, to deregister the Domain Holder's Domain Name.

(viii) **Management of DS records**

The Registrar undertakes, upon request from the Domain Holder, to add, remove or change DS records, regardless of the name server operator.

In the event that the Registrar serves as the name server provider for a Domain Holder's Domain Name, the Registrar has the right to, without the request of the Domain Holder, to add, remove or change specified DS records for these Domain Names.

The Swedish Internet Foundation retains the right to change, remove or refrain from publishing specified DS records, if The Swedish Internet Foundation is of the view that these cause, or may cause, serious operational disruption.

In cases where the name server operator publishes the necessary information for DNSSEC, The Swedish Internet Foundation may add, remove or change DS records for these domain names.

- 6.2 From time to time, the Registrar shall change its range of Registration Services in accordance with The Swedish Internet Foundation's directives.

## **7 PERFORMANCE OF REGISTRATION SERVICES**

- 7.1 The Registrar shall perform Registration Services via the technical interface EPP and in accordance with the terms and conditions in this Agreement.
- 7.2 Registration Services must be performed under the Registrar's own account with The Swedish Internet Foundation.

- 7.3 The Registrar must register and renew Domain Names for the registration period for which the Domain Holder has applied.
- 7.4 Unless specified otherwise in the Agreement, the Registrar shall only perform Registration Services upon the explicit request of the Domain Holder. The Registrar shall not perform the Registration Services requested by the Domain Holder unless the Domain Holder has approved the Terms and Conditions of Registration and provided necessary required information. However, the Registrar is entitled to refuse to perform the requested Registration Service if the Domain Holder has not paid for such Registration Service (with the exception of paragraph 6.1 (vi) Change of Registrar).
- 7.5 Before performing Registration Services, the Registrar shall verify that it is the Domain Holder that has requested the Registration Service. This shall be verified in accordance with Appendix 5. Identification of Domain Holders.
- 7.6 When the Registrar has received a request from the Domain Holder to perform Registration Services, the Registrar shall promptly perform Registration Services and, no later than within five working days after receiving a decision concerning the Registration Services from The Swedish Internet Foundation; inform the Domain Holder of this decision.
- 7.7 **Registrar's termination of the agreement with the Domain Holder**  
If the Registrar has reserved this right in the Agreement with the Domain Holder, the Registrar may, with at least three months' notice, terminate the agreement with the Domain Holder by the date on which the registration period expires. The termination must be made in writing and clearly specify (i) that the agreement with the Domain Holder is being terminated after the end of the registration period, (ii) that the Domain Holder must select a new Registrar, (iii) how the Domain Holder transfers Registrars and (iv) that The Swedish Internet Foundation, pursuant to paragraph 19.2, will serve as the temporary registrar unless the Domain Holder selects a new Registrar on their own.  
  
On the date of termination, the Registrar must also inform The Swedish Internet Foundation of the termination in writing.
- 7.8 **Obstacles to performing the Registration Services with Dispute Resolution proceedings for Domain Names under the top-level domain .nu**  
The Registrar shall undertake or not undertake to perform the Registration Services under the top-level domain .nu that is caused by a dispute resolution procedure such as handled in accordance with paragraph 10.3. More information about dispute resolution proceedings can be found on The Swedish Internet Foundation's website for Registrars.

## 7.9 The EPP technical interface

The technical interface EPP is described each time in the current EPP documentation, that is available on The Swedish Internet Foundation's website for Registrars.

The EPP documentation may be adjusted continuously by The Swedish Internet Foundation. If changes of the technical interface EPP with associated documentation means requirements for technical development for the Registrar, paragraph 15.5 applies.

## 8 ENCODING OF INTERNATIONALISED DOMAIN NAMES

The Registrar shall, in accordance with the current EPP documentation, re-encode the Domain Name chosen by the Domain Holder to a corresponding ACE-coded domain name. Only the re-encoded Domain Name for Registration Services shall be given via the technical interface EPP regarding Registration Services. The Registrar's re-encoding is not considered to constitute an impermissible change of the Domain Holder's information. The Swedish Internet Foundation does not check that the ACE-coded domain name corresponds with the Domain Name chosen by the Domain Holder.

## 9 INFORMATION ABOUT THE DOMAIN HOLDER

9.1 When a Domain Holder applies for a new registration of a Domain Name, the Registrar shall request the following information from the Domain Holder:

- (i) full Company name and contact person or, if a private individual, their first and last name,
- (ii) corporate identity number or personal identification number,  
*for Domain Names under the top-level domain .nu can, for those other than Swedish Domain Holders, instead another unique identification information be provided.*
- (iii) postal address,
- (iv) phone number, and
- (v) e-mail address.

The Registrar undertakes not to perform any Registration Services requested by the Domain Holder until the Domain Holder has provided this information.



- 9.2 The Registrar is responsible for ensuring that the information about the Domain Holder that is submitted to the Domain Name Registry is complete and correct.
- 9.3 The Registrar shall, in an appropriate manner, verify the accuracy of the information that the Domain Holder is obliged to provide according to paragraph 9.1. The Registrar shall subsequently regularly ensure that this information is complete and correct by annually checking the Domain Holder's information in accordance with Appendix 6, Annual check of the Domain Holder's information.
- 9.4 For new registrations, the Registrar shall immediately submit the information to The Swedish Internet Foundation that the Domain Holder has provided in accordance with paragraph 9.1. The Registrar must subsequently ensure that The Swedish Internet Foundation is immediately notified of any changes to the Domain Holder's information.

## **10 TERMS AND CONDITIONS FOR REGISTRATION AND DISPUTE RESOLUTION POLICY**

- 10.1 In the contractual relationship with the Domain Holder, the Registrar undertakes to apply the prevailing Terms and Conditions of Registration as provided by The Swedish Internet Foundation. The Registrar shall keep these accessible on its website, presented separately from the Registrar's own contractual terms and conditions (if any), and provide a link to The Swedish Internet Foundation's website.
- 10.2 The Terms and Conditions of Registration applicable on the Agreement Date are shown in Appendix 2A, Current Registration terms and conditions for the top-level domain .se and/or Appendix 2B, Current Registration terms for the top-level domain .nu. The Registrar does not have the right to change the content of the Terms and Conditions of Registration in any way, and the Registrar shall ensure that the Terms and Conditions of Registration have precedence over any other contractual terms and conditions that may be applicable between the Registrar and the Domain Holder.
- 10.3 The Registrar commits to, with respect to disputes between the Domain Holder and third parties regarding a Domain Name under the top-level domain .nu, apply by The Swedish Internet Foundation from time to time, other resolved dispute resolution policies for domain names registered under the top-level domain .nu, which are available on The Swedish Internet Foundation's website for Registrars.

## **11 DOCUMENTATION, ETC.**

- 11.1 The Registrar shall document i) that every Domain Holder has approved the Terms and Conditions of Registration that apply at the time the Registration Service is performed, and ii) that the Domain Holder has requested the Registration Service to be executed. The documentation must be stored and saved in a safe and transparent way.
- 11.2 The Registrar shall, upon request from The Swedish Internet Foundation, provide The Swedish Internet Foundation with such information and documentation that The Swedish Internet Foundation reasonably considers necessary in order to monitor the Registrar's compliance with this Agreement.
- 11.3 The Swedish Internet Foundation is entitled, during ordinary office hours and after giving reasonable notice, to access to the Registrar's premises in order to control the Registrar's compliance with this Agreement.
- 11.4 The Swedish Internet Foundation shall perform the controls described in paragraph 11.2 and 11.3 so as to not disrupt the Registrar's operations beyond reasonable limits in consideration of the purpose. The control must also be performed in consideration of the Registrar's confidentiality requirements, meaning that the necessary confidentiality agreement can be produced, upon the Registrar's request. During the control under paragraph 11.2 and 11.3, The Swedish Internet Foundation must also observe confidentiality regarding personal data which is being processed by the Registrar in its operations.

## **12 MANAGEMENT OF PERSONAL INFORMATION**

- 12.1 The Swedish Internet Foundation is the personal data controller for the processing of personal data in the Domain Name Register. The Registrar is the personal data controller for the processing of personal data as part of the Registrar's operations under this Agreement.
- 12.2 The Parties shall comply with the applicable personal data law when handling the Domain Holders' personal data. The Parties agree that the transfer of personal data between the parties using the technical interface EPP complies with the appropriate level of security in accordance with applicable personal data law.
- 12.3 The Swedish Internet Foundation is also the data controller for the processing of personal data provided by the Registrar, such as the personal data of the Registrar's

contacts. The processing is in accordance with the IIS integrity policy for Registrar's personal data, [Appendix 3, Privacy policy for the Registrar's personal information.](#)

## **13 INFORMATION AND UPDATES FROM THE SWEDISH INTERNET FOUNDATION**

The Registrar shall ensure that each Domain Holder is provided with any information sent out by The Swedish Internet Foundation to the Registrar and that The Swedish Internet Foundation has explicitly stated is to be forwarded to the Domain Holder.

## **14 GENERAL RULES OF APPROPRIATE CONDUCT ETC.**

### **14.1 Ban on warehousing etc.**

The Registrar may only perform Registration Services in accordance with this Agreement and not in the aim of, independently or through third parties, holding, trading or leasing Domain Names. For example, services such as whois protection, proxy registration and anonymization services where the Registrar specifies their own information instead of the Domain Holder's is not allowed. However, this ban does not prevent the Registrar from holding Domain Names related to the Registrar's business operations.

### **14.2 Ban on overloading etc.**

The Registrar may not overload The Swedish Internet Foundation's network, prevent The Swedish Internet Foundation from providing its services (for instance via Distributed Denial of Service (DOS) attacks) or engage in any other activities that may threaten the operation or the stability of the .se-zone and/or the .nu zone.

### **14.3 Ban on violations of instructions etc.**

The Registrar may not, directly or indirectly via technical or other procedures, attempt to violate or to circumvent special directives issued by The Swedish Internet Foundation from time to time, intentionally use misconfigurations, bugs in software programs or other deficiencies in procedures and software programs that are used by The Swedish Internet Foundation, or act in some other way that cannot be regarded as compatible with the duties as an Registrar.

#### 14.4 **Sub registrars**

The Registrar is entitled to appoint sub-registrars that are entitled, on behalf of the Registrar, to accept tasks relating to Registration Services from Domain Holders that are then performed by the Registrar via the technical interface EPP and on the Registrar's own Registrar account. The Registrar is wholly responsible, in relation to The Swedish Internet Foundation, for the actions of sub registrars relating to Domain Names and Registration Services.

### 15 **THE SWEDISH INTERNET FOUNDATION'S UNDERTAKINGS**

15.1 The Swedish Internet Foundation shall, no later than within five working days from when the Registrar performed the Registration Services via the technical interface EPP, confirm to the Registrar whether the Registration Service has been performed in accordance with the request.

15.2 The Swedish Internet Foundation shall provide a customer service function for the Registrar. The Swedish Internet Foundation shall give the e-mail address, telephone number and postal address of The Swedish Internet Foundation's customer service. The Swedish Internet Foundation shall immediately inform the Registrar of any changes to this information.

15.3 The Swedish Internet Foundation undertakes to offer a special service for Registrars who, when making the request, are unable to perform certain Registration Services through the technical interface EPP. The service entails that The Swedish Internet Foundation performs Registration Services on behalf of the Registrar in exchange for a separate fee.

15.4 The Swedish Internet Foundation undertakes to keep the Agreement, directives, procedures, documents and technical specifications available on The Swedish Internet Foundation's website for Registrars.

15.5 In the event of changes to the technical EPP interface with associated documentation requires that the Registrar updates its EPP client, The Swedish Internet Foundation undertakes to inform the Registrar at least six months before the change comes into effect, unless special reasons exist.

15.6 The Swedish Internet Foundation shall provide tutorial education without cost to the Registrar.

- 15.7 The Swedish Internet Foundation shall apply systematic security procedures in line with the requirements in the Swedish Top-level Domains Act on the internet (2006:24) relating to policy, responsibility and organization.
- 15.8 Throughout the duration of the agreement, The Swedish Internet Foundation shall take out necessary liability insurance for its business activity that covers The Swedish Internet Foundation's undertakings according to this Agreement.
- 15.9 The Swedish Internet Foundation undertakes to issue, manage and use encryption keys and signatures for The Swedish Internet Foundation's signing of the .se-zone and/or the .nu zone according to procedures and terms and conditions described in the applicable DNSSEC Policy and Practice Statement, DPS, which is published on [www.internetstiftelsen.se](http://www.internetstiftelsen.se).
- 15.10 Where applicable, The Swedish Internet Foundation undertakes to, in accordance with this Agreement publish DS records given by the Domain Holder in the .se-zone and/or .nu zone together with other information pertaining to the Domain Name.

## **16 FEES AND PAYMENT TERMS**

- 16.1 The fees and payment terms are shown in [Appendix 4, Fees and payment terms](#).
- 16.2 From time to time, The Swedish Internet Foundation may change the fees and payment terms shown in [Appendix 4, Fees and payment terms](#) and shall inform the Registrar about any changes at least 30 days before the new fees and payment terms come into force.

## **17 DAMAGES**

- 17.1 The Registrar shall compensate any direct or indirect damage that the Registrar, or the sub-registrar contracted by the Registrar, causes The Swedish Internet Foundation through violation of this Agreement or that in any other way is attributable to the Registrar's performance of Registration Services under this Agreement. However, the liability to pay compensation is limited to an amount corresponding to ten times the base amount according to the Swedish Social Insurance Code (2010:110). The Swedish Internet Foundation may submit a claim according to the above only if The Swedish Internet Foundation notifies the Registrar no later than 30 days after The Swedish Internet Foundation has become aware of or should have become aware of the basis for the claim.

- 17.2 The Swedish Internet Foundation shall compensate such direct damage that The Swedish Internet Foundation causes to the Registrar as a result of violation of this Agreement, but the amount is limited to an amount corresponding to three times the base amount according to The Swedish Social Insurance Code (2010:110). The Registrar may submit a claim according to the above only if the Registrar notifies The Swedish Internet Foundation about it no later than 30 days after the Registrar has become aware of or should have become aware of the basis for the claim.
- 17.3 The limitation of liability as described in paragraphs 17.1 and 17.2 do not apply in cases where the damage was intentional or the result of gross negligence.

## **18 SANCTIONS**

### **18.1 Warning**

If The Swedish Internet Foundation is of the view that the Registrar has failed to fulfill its obligations according to the Agreement, The Swedish Internet Foundation may issue a warning and request that the Registrar take corrective action. If the Registrar has not rectified the situation within 30 days, The Swedish Internet Foundation is entitled to suspend the Registrar in accordance with paragraph 18.2 or terminate the Agreement with immediate effect in accordance with paragraph 18.3.

### **18.2 Suspension**

If The Swedish Internet Foundation is of the view that the Registrar has seriously failed to fulfill its obligations according to the Agreement, including but not limited to failure to pay past-due invoices from The Swedish Internet Foundation, or shows other clear signs of insolvency, or does not take corrective action to rectify the situation after receiving a warning in accordance with paragraph 18.1, The Swedish Internet Foundation may suspend the Registrar from being able to register new Domain Names for a period of up to 30 days. The suspension also applies to registering new Domain Names through other Registrars.

In case the Registrar has not taken corrective action within these 30 days, The Swedish Internet Foundation in accordance with paragraph 18.3, has the right to terminate the Agreement with immediate effect.

### 18.3 **Termination**

18.3.1 Each party has the right to terminate the Agreement with immediate effect if:

- (i) the other party significantly violates its obligations under this Agreement. The circumstance under which a warning or suspension is already outstanding does not prevent The Swedish Internet Foundation from terminating the Agreement in accordance with this paragraph;
- (ii) the other party has cancelled payments, initiated composition proceedings, entered into liquidation, filed for bankruptcy or indicated other signs of insolvency.

18.3.2 The Swedish Internet Foundation also has the right to terminate the Agreement with immediate effect if:

- (i) The Registrar does not take corrective action according to the provisions in paragraph 18.1 and/or 18.2, or violates the ban on conducting new registrations under paragraph 18.2.
- (ii) The Registrar violates paragraph 14.1.

## 19 **CESSATION OF REGISTRAR AGREEMENT**

19.1 On cessation of this Agreement, the Registrar shall immediately provide The Swedish Internet Foundation, and/or another party that The Swedish Internet Foundation assigns, the information shown in paragraph 11.3 and, upon request from The Swedish Internet Foundation, all other information relating to the Domain Holders and the Registration Services.

19.2 According to the Terms and Conditions of Registration, the following shall apply on the cessation of this Agreement.

- (i) The Swedish Internet Foundation becomes the temporary registrar from the date on which the Agreement ceases and furthest until the registration period ends,
- (ii) The Domain Holder shall choose a new Registrar during the time when The Swedish Internet Foundation is temporary registrar, and

- (iii) If the Domain Holder refrains from choosing a new Registrar the Domain Name will be deactivated and deregistered when the registration period ends.

## **20 FORCE MAJEURE**

If a party is prevented from fulfilling its undertakings according to this Agreement due to circumstances over which the party has no control, such as lightning strikes, labor conflicts, fires, expropriation or decisions of governmental authorities, or error or delays in services from sub-suppliers due to a circumstance that has been specified here, this shall constitute grounds for freedom from liability and other possible consequences. If a party is significantly prevented from fulfilling its undertakings for a period longer than 30 days due to circumstances stated above, either party may terminate the Agreement without liability to pay damages.

## **21 CHANGES IN THE TERMS AND CONDITIONS**

- 21.1 The Swedish Internet Foundation has the unilateral right to alter the terms and conditions in this Agreement from time to time, including changes in the appendixes.
- 21.2 The Swedish Internet Foundation shall notify the Registrar regarding every change as described above at least 30 days prior to it coming into effect, except in the event of changes in accordance with paragraph 15.5. In the event of the Registrar choosing not to accept the revised terms and conditions, the Registrar may terminate the Agreement as of the day the new terms and conditions come into effect.

## **22 ASSIGNMENT OF THE AGREEMENT**

- 22.1 The Swedish Internet Foundation has the right to assign its rights and obligations according to this Agreement, and The Swedish Internet Foundation shall inform the Registrar.
- 22.2 The Registrar is only entitled to assign its rights and obligations according to this Agreement to another Registrar. Upon such transfer, the acquiring Registrar shall contact the existing Domain Holders who are affected by the assignment and inform them about their Registrar changes. The acquiring Registrar shall at the same time unconditionally give the Domain Holder a reasonable opportunity to change Registrar in accordance with paragraph 6 (vi).



## **23 COMMUNICATION BETWEEN THE PARTIES**

Communication relating to this Agreement shall be submitted in written form to the e-mail address and/or the postal address most recently supplied by the party. Each party is responsible for immediately notifying any address changes to the other party. Written communication sent by mail shall be considered to have reached the recipients inside Sweden within three calendar days of being sent and, for recipients outside Sweden, ten calendar days from when it was sent. Communications that are sent electronically, shall be considered to have reached the recipients immediately.

## **24 AGREEMENT AND DURATION OF THE AGREEMENT**

24.1 This Agreement comprises the parties' comprehensive governing document concerning all matters addressed by the Agreement. This Agreement replaces previous Registry Registrar Agreement between the parties.

24.2 The Agreement comes into effect on the date it is signed by both parties and applies until further notice.

24.3 Either party has the right to terminate the Agreement in writing with a period of notice of three months, calculated from the date on which the notice of termination is sent.

## **25 DISPUTES**

Any dispute or conflict resulting from this Agreement shall be filed at Stockholm District Court. Swedish law shall apply to this Agreement.

\_\_\_\_\_

This Agreement has been prepared in two identical copies, with each party taking one copy.

City and date

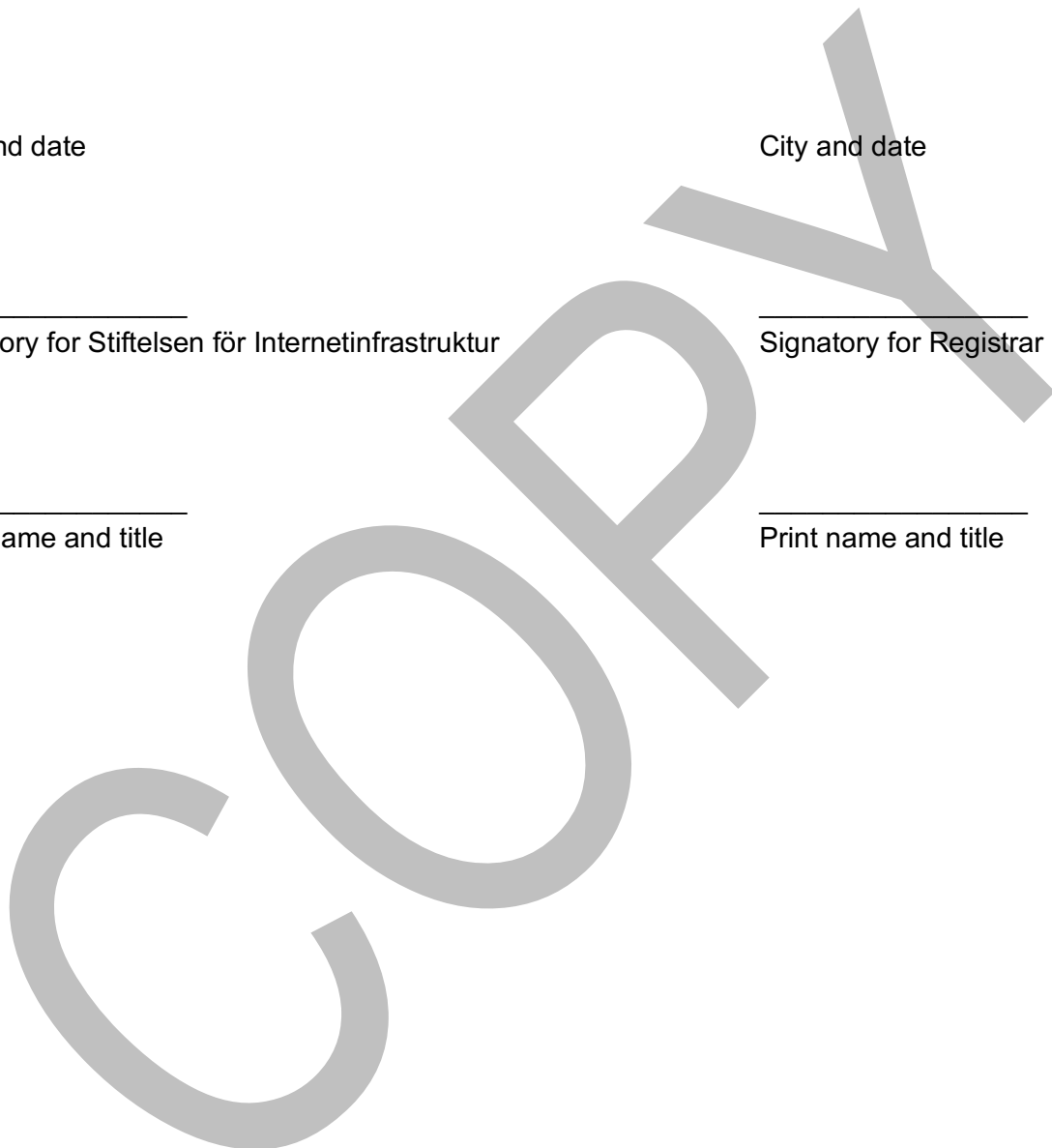
City and date

\_\_\_\_\_  
Signatory for Stiftelsen för Internetinfrastruktur

\_\_\_\_\_  
Signatory for Registrar

\_\_\_\_\_  
Print name and title

\_\_\_\_\_  
Print name and title





**GOVERNMENT OF NIUE**  
**Office of the Premier**

23<sup>rd</sup> May 2018

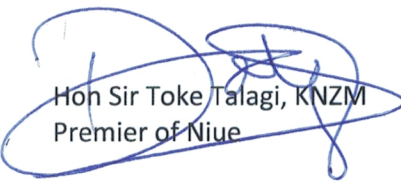
**To Whom It May Concern:**

Senior IT - Advisor, Mr Par Brumark, has, on the behalf of The Government of Niue has been appointed as a Special Envoy to the Premier of Niue, full authority to oversee and protect Niue's legitimate national and public interests in matters regarding Niue's Country Code Top Level domain.nu (ccTLD.nu).

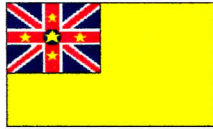
Overseeing and protect includes, but is not limited to, the management, registry functions, complicity with Niue Law, fiscal, legislative and security matters of ccTLD.nu.

This also grants Mr Par Brumark full capacity to act, speak and negotiate as a Special Envoy for the Premier and Government of Niue in all matters related to the ccTLD.nu.

Yours faithfully



Hon Sir Toke Talagi, KNZM  
Premier of Niue



**GOVERNMENT OF NIUE**  
**Office of the Premier**

August 15, 2018

**To Whom It May Concern:**

Attorney Daniel Eklof has been appointed Legal Counsel to the Government of Niue. In this capacity, Mr. Daniel Eklof has the full authority to, in collaboration with the Special Envoy to the Premier of Niue, Mr. Par Brumark, oversee and protect Niue's legal interests in matters regarding Niue's Country Code Top Level domain.nu (ccTLD.nu).

Overseeing and protecting Niue's legal interests includes, but is not limited to, advising the Government of Niue on all legal matters concerning the ccTLD.nu, as well as representing the Government of Niue in negotiations and before government agencies, tribunals and courts regarding all legal issues arising in connection with the ccTLD.nu.

Yours Faithfully



Hon Sir Toke Talagi, KNZM  
Premier of Niue

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## Manatua - A new age of connectivity

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So often we come across new cable systems that are built with the intention of diversifying existing connectivity, very rarely do we happen across systems that are key pieces of infrastructure and the only subsea cable available. Meet the Manatua One Polynesia Cable.

In the words of Dr. Ranulf Scarbrough, CEO of Avaroa Cable Limited (ACL) and co-chair of the Manatua Cable Consortium in which ACL is the second-largest investor, the system connects four Polynesian nations – the Cook Islands, French Polynesia, Niue and Samoa – “for two of those, it’s their first cable”.

“Prior to that, it’s all been connectivity based on satellite, which is clearly not up to modern standards and is insufficient for a modern economy,” he adds.

As for the other two “it was about diversity and backup routes; since both Samoa and French Polynesia already had cables”.

With small populations across the four nations, for example Cook Islands having 15,000 people, and Niue at around 1,200, Scarbrough shares that “for any one nation to try to build a cable alone was essentially unaffordable”.

“The unique aspect of Manatua is that it is four nations collaborating to invest together in something that any one nation would struggle to afford alone. It started with an international treaty which evolved into the build project,” he adds.

Unsurprisingly, the Manatua group has adopted the tried and tested consortium proposition. Each nation has its own national operator, each of which are investing in the system on behalf of the governments.

"They all contribute to capital costs and operating costs, and in return, each gets capacity, which is then used for national needs," explains Scarbrough. "If there are other commercial opportunities on top then we can look to support those as well."

As such a pivotal system for the four Polynesian nations, it should come as no surprise that the technology used, disregards all the previous conventions.

"You've probably got to throw away everything you know about the economics of how the industry does things. We're taking the same technology and solution that's been used to connect continents and major countries but to connect these really small nations," says Scarbrough.

Approximately 3,600km in length connecting from Tahiti to Samoa, Manatua is hardly a small cable system. But in Scarbrough's own words "there's not a lot we want to connect in Tahiti or in Samoa, so it's then about getting onward connectivity as well".

"In our case, currently, we've got connectivity eastwards through to Los Angeles, a major internet hub, and then we'll be putting in place connectivity westwards to Sydney, Australia," explains Scarbrough. "Both of those will go straight into data centres. We need to source capacity on intermediate cables to be able to do this."

There are four immediate benefits to the new subsea cable system for the citizens of the nations it connects according to Scarbrough: "affordability, speed, reliability and reliance".

As he elaborates, affordability is by far the biggest benefit saying: "retail costs have already dropped in terms of cost per gigabyte by over 90%. So affordability has already improved and there is further to go. Fortunately, there's quite a lot of tourism here which helps the revenues tremendously."

As for speed, he shares that although the existing networks are not bad "you don't see 50-100-megabit speeds or gigabit speeds at all being available to consumers or businesses yet".

In terms of reliability, satellite combined with tropical downpours means that the region experiences "all sorts of reliability issues that fibre and cable addresses".

And lastly resilience "we do get cyclones," he shares. "Infrastructure does get damaged and cable is much more resilient to that kind of thing".

Looking at the bigger picture, he says that these four benefits are enablers and central to transforming those economies.

"There's a big push to diversify here," says Scarbrough. "The Cook Islands has had no Covid-19 but on the flipside, something like 70-80% of the economy is tourism and we haven't had a single tourist since, February/March time."

"I think that's brought into sharp focus the need to diversify the economy to be able to have higher value, knowledge-based jobs and new sectors. People have tried those before but the satellite-based connectivity hasn't really been able to sustain them."

Alongside the investment in the cable, "the government has passed the Telecoms and Competition Acts" shares Scarbrough. "This has introduced a new regulator and with the aim of attracting new market entrants to competition to the retail propositions and services. It's a long-term project that I think will deliver well."

Speaking of Covid-19 I was curious to know whether the global pandemic had affected the Manatua project, given it occurring so close to the system going live in September. Thankfully in terms of building the system with SubCom and Ciena for the technology solution, "the final splice on the cable was at the end of January, so we got that done just in time before COVID-19 really took hold," Scarbrough says.

Aside from some delays with the commissioning testing the biggest impact has been on the commercial side of things.

"Avaroa Cable is a wholesaler here in the Cook Islands and we sell to Vodafone, as the incumbent operator while we wait for new entrants," adds Scarbrough.

"Asking them to take on more capacity, move off the O3b satellite system, at a time when the economy's been reduced by 80% and there are no tourists – has been tricky. Credit to them, they have taken capacity from us as they realise this is part of the future and they need to get on board."

With 25 years' experience in the telecoms market, with the likes of BT Openreach and Reuters, Scarbrough has been a part of the community and witnessed its many changes over the years. Speaking on the biggest trends in the subsea space he thinks that "video is going to continue to be significant, embedded into everything".

Further he says that although IoT is small amounts of data it is "very, very large numbers of devices, so I think we'll see that start to grow as it spreads" adding that "gaming's going to be important" and "5G, low latency and high bandwidth close to the end users is going to drive a whole set of sort of not-yet-imagined applications which will also drive capacity".

Like most new cable systems, their landing brings with it the development of new ecosystems from new data centres, additional fibre backhaul, cable landing stations and internet exchanges. Scarbrough sees Manatua as being no different.

"We have to make a new economy happen here because that's the whole purpose of doing this," he says. "There's no point investing such a large amount in new infrastructure if we're just going to do the things we did before. These network elements will be key to enabling that."

But there still exists a change needing to happen with the end users because "poor historic affordability has meant they're still not used to gulping down data like in the larger nations. You've got to change that habit of sipping carefully at the data available and get people using it much more, doing new things, and driving the benefits".

With a consortium comprised of OPT French Polynesia, Samoa Submarine Cable Company, Telecom Niue and of course Avaroa Cable Ltd – Scarbrough shares that the Cook Islands involvement in the cable has been additionally supported by the New Zealand Aid Program, which is effectively the New Zealand Government, and the Asian Development Bank.

"Obviously, that mix of grant funding and development loan funding has been crucial. If we had to raise commercial money then we wouldn't stand a chance trying to service the debt, so this has been absolutely key," he continues.

Given his long-term presence in the sector, I questioned Scarbrough about the prevailing notion that added diversity of people, is needed in order to rescue the industry – especially in subsea with its aging workforce.

"The industry is going through a boom and certainly, when you look around the table at project meetings, the landings and so forth, you do notice that there is a demographic there for sure."

"I think inspiring more young people into what is quite an exciting industry is important. I'm seeing some recent university graduates joining the industry. I think the continued growth in the sector will see confidence grow in the major players, encouraging them to invest in a new generation of young people coming into the sector."

2020 has been both a pivotal and unprecedented year globally, and for Avaroa this has been even bigger with the launch of its cable. Beyond this year, Scarbrough shared the company's strategic priorities for 2021.

"ACL is essentially a start-up and we will now be carrying probably 95% of the nation's communications traffic, so firstly we'll be focusing on solid operations and maintenance practices, not just in the Cook Islands, but across the whole system. We are at the heart of that as I co-chair the Manatua consortium across the four nations and also the Manatua operations and maintenance board."

Beyond that, and rather unsurprisingly once the pandemic is over, there still exists the possibility for another system and further network diversity, because as Scarbrough puts it "there are another eight populated Cook islands to connect and a second cable for national resilience would be beneficial " so he's working on a plan and doing the homework because "when we go back to normality we want to be ready for the next steps in the evolution of Polynesian connectivity".

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