



Agreement Between
Communications and
Information Agency of
Uzbekistan and Uzinfocom
18 October 2002

AGREEMENT
between Communications and Information Agency of
Uzbekistan and Computerization and Information
Technology Developing Center "Uzinfocom" on
management of "UZ" country code top level domain

Preamble

This Agreement on management "UZ" country code top level domain (hereafter referred to as Agreement) is entered into between Communications and Information Agency of Uzbekistan (hereafter referred to as Agency) and Computerization and Information Technology Developing Center "Uzinfocom" (hereafter referred to as Center).

Whereas the role of Internet in social life of Uzbekistan community is significant;

Whereas "UZ" country code top level domain ((hereafter referred to as "UZ" ccTLD) is a public resource and consequently the management of "UZ" ccTLD is subject of ultimate authority of Uzbekistan Government;

Now therefore, Agency and Center agree as follows:

- The Agency agrees to give the right on the management of "UZ" ccTLD to the Center.
- The Center agrees to manage the "UZ" ccTLD.

Article 1. Definitions

1.1. 'Communications and Information Agency of Uzbekistan' shall mean the specially authorized entity of Uzbekistan Government on administration and regulation in the area of communications and information.

1.2. 'Computerization and Information Technology Developing Center "Uzinfocom"' shall mean the non-governmental unitary organization, established in accordance with the Decree of the Cabinet of Ministers dated June 6, 2002 No. 200 "On measures for further development of computerization and implementation of information and communication technologies" in order to develop computer and information technologies in Uzbekistan.

1.3. 'Country code top level domain "UZ"' shall mean a domain in the top level of the global domain name system (DNS) assigned according to the two-letter codes in the ISO 3166-1 standard.

1.4. 'Internet Corporation for Assigned Names and Numbers' (hereafter referred to as ICANN) shall mean a non-profit corporation responsible for the IP address space allocation, protocol parameter assignment, domain name system management, and root server system management

functions.

1.5. "'UZ" ccTLD Sponsorship Agreement' shall mean an Agreement between ICANN and Center.

1.6. 'Delegee' shall mean a legal resident of the Republic of Uzbekistan designated by the Agency to exercise the public trust function of a "UZ" ccTLD and consequently recognized through a communication between ICANN and the designated entity

1.7. 'Sub-contractor' shall mean a legal resident of the Republic of Uzbekistan to whom part functions on management of "UZ" ccTLD have been provided by the Center.

Article 2. Rights of Agency

2.1. In the case when the Center violates the terms of this Agreement, the Agency shall have a right to terminate the Agreement and designate a new delegee of "UZ" ccTLD.

2.2. The Agency shall have a right to revise this Agreement upon receiving the approval of the Center.

Article 3. Rights of Center

3.1. The Center shall have a right to waive the management of "UZ" ccTLD.

3.2. The Center shall have a right to revise this Agreement upon receiving the approval of the Agency.

3.3. The Center shall have a right to sub-contract technical servicing of "UZ" ccTLD or administrative and management functions of "UZ" ccTLD with a third party.

Article 4. Agency Obligations

4.1. The Agency shall comply with the laws of the Republic of Uzbekistan.

4.2. The Agency shall supervise the execution of the Center's obligations defined by this Agreement and "UZ" ccTLD Sponsorship Agreement.

4.3. In the case of Agreement termination, the Agency shall be obliged to comply with the terms of this Agreement until the new Agreement on management of ccTLD "UZ" is entered into force with a new delegee.

Article 5. Center Obligations

5.1. The Center shall comply with the laws of the Republic of Uzbekistan.

5.2. The Center shall provide the registration services of the domain names to the legal residents of the Republic of Uzbekistan only.

5.3. The Center shall service the registered domain names in "UZ" ccTLD.

5.4. The Center shall operate "UZ" ccTLD in the best interest of the Uzbekistan community and the global Internet community.

5.5. The Center understands that the management and administration of the "UZ" ccTLD are subject to the ultimate authority of the Agency and thus the Center shall not acquire property rights to the "UZ" ccTLD itself.

5.6. The Center is obliged to transfer all relevant DNS data to a nominated replacement, if, for any reason, a reassignment to a new delegee is necessary.

5.7. In the case of sub-contracting, the Center shall submit acceptability of sub-contractor to Agency's approval, and if necessary, to ICANN's approval.

5.8. The Center shall not sub-contract technical operations of the ccTLD registry without ensuring that the sub-contractor satisfies the technical qualifications required by ICANN, and informing ICANN.

5.9. In the case of sub-contracting, the Center shall include in Contract with sub-contractor the article stating that the delegation itself is an exercise of a public right, not an item of property, and cannot be reassigned to a new delegee.

5.10. In the case of Agreement termination, the Center shall be obliged to comply with the terms of this Agreement until the new Agreement on management of ccTLD "UZ" is entered into force with a new delegee.

5.11. The Center shall comply with policy of the Agency regarding "UZ" ccTLD.

5.12. Administrative and technical contacts that are appointed by the Center shall be the legal residents of the Republic of Uzbekistan.

5.13. The Center agrees to enter into "UZ" ccTLD Sponsorship Agreement with ICANN and to comply with its terms.

5.14. In the case of disputes arising from domain name registration, the Center should, so far as possible, without precluding access to court litigation, implement Uniform Domain Name Dispute Resolution Policy of ICANN and Rules for Uniform Domain Name Dispute Resolution Policy, approved by ICANN.

Article 6. Conditions of termination

The Agreement may be terminated in following cases:

6.1. The Agency uses its right in accordance with [Item 2.1 of this Agreement](#).

6.2. The Center uses its right in accordance with [Item 3.1 of this Agreement](#).

Article 7. Entry into force

7.1. This Agreement shall enter into force from the date when "UZ" ccTLD Sponsorship Agreement enters into force.

Signed at Tashkent this 18 day of October 2002, in duplicate in both the English and Russian languages. In case of any disputes, Russian language shall prevail.

**For Communications and Information
Agency of Uzbekistan**

**For Computerization and Information
Technology Developing Center "Uzinfocom"**

**Abdulla N. Aripov
Director General**

**Shukhrat M. Akhundjanov
Director**
