**Update Registry Registrar Agreement for .brussels/.vlaanderen: overview of changes**

1) Change from a pre-paid system to post-paid system

With the launch of .brussels/.vlaanderen the original platform was a “light” version of a traditional pre-paid system.

For .be, we use a classic pre-paid system. All accredited registrars need to make a deposit prior to commence operations under .be. This amount is then transferred to the RAR account and each billable transaction is deducted from the pre-payment level. As soon as the pre-payment level reaches 0, the RAR will be blocked from performing further billable actions e.g. create new domain.

We are using more or less the same model for .brussels/.vlaanderen. With one exception: registrars that already have a .be account can ask a waiver for making any prepayment for .brussels/.vlaanderen. We use the .be pre-payment as a collateral against the RAR in case he wouldn’t pay the invoices for the gTLD transactions.

As the new registration platform is not going to work with “credits” or “transaction points”, we will change the system from a pre-paid model to a post-paid model. This means that the RAR will have access to the system independent from his financial status. All transactions will be billed on a monthly basis following the month in which they occurred.

In order to prevent abuses, DNS Belgium will charge a deposit of 5000 EUR to each RAR that wants to become accredited for .brussels/.vlaanderen. RARs that are already accredited for the .be TLD do not have to fulfil this specific requirement.

***Articles impacted by this change: art. 1, art. 3.1, art. 14.1, art. 14.3***

2) Removal of all non-functional references to the launch phases of .brussels/.vlaanderen

The gTLD’s were activated through various launch stages. First stage was the TMCH launch phase, followed by a preferential registration period for companies, organisations and government, a reserved phase for Belgian private individuals to claim their family name, a landrush with auctions for non-unique applications and finally the general availability phase.

As the contract update was necessary to cover point 1 above, we took advantage of the situation to remove all provisions that were linked with the startup phases in 2014-2015 and which are no longer relevant.

***Articles impacted by this change: art. 1, art. 2.2, art. 4.3, art. 4.4, art. 6.2.4,***

3) Migration towards an electronic contract format

This year DNS Belgium successfully introduced electronic RRA’s for its .be registrars through usage of the AdobeSign platform. The suggestion for this came from our registrar community initially.

We don’t see any need why we would still continue with paper version contracts for our gTLD registrars if they can easily be replaced with a digitally signed version of the RRA. After all, also our registry agreement with ICANN is a pure digital contract.

***Articles impacted by this change: art. 1 + whole document***

4) Other changes and additions

* DNS Belgium received a number of remarks/questions from registrars that it was obliging them to publicize and market the gTLD’s according to the instructions of the registry operator.

We have therefore rewritten section 6.1.1 in order to replace the strict obligation with a best effort approach.

* Terminology that was not in sync with ICANN terminology has been replaced.

In article 4.4 and 6.1.3, the word “reactivation” is replaced with “restore”

* Anti-abuse measures. A new section 7.3 has been inserted preventing registrars to abuse the platform or offered services, to exploit bugs and vulnerabilities they come across. This article also obliges registrars to report serious security incidents so that DNS Belgium can comply with national and European regulations on cybersecurity and privacy.
* DNS Belgium received remarks on the formulation of article 14.5 regarding changes in fees for transactions. More specifically, registrars felt that the wording was not in sync with the provisions on price changes in the registry agreement.

We decided to clear out any ambiguity by explicitly referring to compliance with the registry agreement of DNS Belgium.

* The new article 15.3 fixes something that was previously forgotten: what if a registrar is no longer ICANN accredited? We’ve added a clause that allows us to terminate the contract immediately if we get a notice from ICANN that the registrar has been delisted. In article 15.6 we have added some provisions that allow us to deal with the domain names in the account of a registrar whose contract is terminated. Amongst other things, we refer to ICANN guidance concerning transfer of the portfolio to another registrar.
* Upon request from ICANN GDD staff, we have inserted the new articles 5.4 & 5.5 which are referring to RPM’s and URS standard requirements

5) Re-arrangement and re-numbering of articles

A number of provisions have been moved from one section to a different one without any changes to the content.

This has led to re-numbering of some articles e.g. articles 6.3 till 6.6.

6) Layout changes and other stuff

* The layout and letter type of the contract has been changed in order to match with the “house style” of DNS Belgium.
* The content table has been deleted from this document.
* Annex 3 was deleted and integrated in the text of the RRA. Annex 3 was originally added to fix a non-compliance of the RRA with Spec. 11, 3, a of the Registry Agreement.

Specification 11, 3, a, of the Registry Agreement between DNS Belgium and ICANN obliges the registry operator of new gTLD’s to include in its contract with ICANN accredited registrars (RAA) a provision aimed to take measures against cybercrime and other offences.

Annex 3 added such a provision as section 6.8 In the RRA. Obviously this can now be deleted as this provision is now directly in the RRA as article 6.6.

* We changed the office hours in article 4.5.