

# CIRA POLICIES, RULES, AND PROCEDURES

## CIRA Certified Registrar Application Process Version 1.7

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### 1.0 Introduction

**1.1** Only CIRA Certified Registrars may apply to CIRA for the registration of Domain Names in the .ca Registry and request modifications and other transactions with respect to Domain Name Registrations (such as, for example, transfers, renewals and changes to Registrant information).

**1.2** To become a CIRA Certified Registrar, a person must, at a minimum:

**1.2.1** meet the qualifications described below;

**1.2.2** follow the application process described below; and

**1.2.3** be accepted by CIRA as a CIRA Certified Registrar.

### 2.0 Qualifications

**2.1** An applicant must meet the Canadian Presence Requirements for Registrars (CIRA Registrar Policy, Procedures and Guidelines) at the time the applicant is accepted by CIRA as a CIRA Certified Registrar. The Canadian Presence Requirements for Registrars can be viewed at [http://www.cira.ca/en/cat\\_Registrar.html](http://www.cira.ca/en/cat_Registrar.html). *(amended 2004-07-15)*

**2.2** In order for an applicant to be certified, CIRA must be satisfied that:

**2.2.1** the applicant can demonstrate knowledge of the Domain Name System and CIRA's Registrar Policies, Procedures and Guidelines, Registration Policies and operations sufficient in CIRA's view to provide good service to Registrants and potential Registrants;

**2.2.2** the applicant has the capability to electronically interact with Registrants, CIRA and CIRA's systems in accordance with the applicable Registrar Policies, Procedures and Guidelines;

**2.2.3** the applicant is capable of providing Registrar Services in accordance with the Registrar Agreement and in compliance with the applicable Registrar Policies, Procedures and Guidelines;

**2.2.4** in particular, the applicant has the capabilities and systems to:

(a) promptly and effectively address inquiries and respond to requests from its Registrants and potential Registrants;

- (b) promptly and effectively handle projected volumes of Domain Name Registrations;
- (c) receive information from its Registrants and potential Registrants on a secure basis;
- (d) authenticate information provided by its Registrants and potential Registrants;
- (e) promptly and effectively notify Registrants of the need to renew their Domain Name Registrations;
- (f) process and authenticate requests for modifications to Domain Name Registrations, including renewals and transfers of Domain Name Registrations, changes of Registrar, changes of Registrant, updates to information and other requests; and
- (g) maintain backups of registration information.

**2.2.5** the applicant is familiar with the Registrant Agreement that customers of a Registrar wishing to register a Domain Name with CIRA will be required to enter into with CIRA and the Canadian Presence Requirements for Registrants; and

**2.2.6** neither the applicant nor any partner, director, officer or controlling shareholder of the applicant, has been convicted of an offence under the *Criminal Code* (Canada).

### **3.0 Application Process**

**3.1** The applicant must complete and submit to CIRA the Registrar Certification Expression of Interest (EOI) form. CIRA will advise applicants by return email once the completed EOI form has been received by CIRA.

**3.2** Following receipt of the completed EOI form, CIRA will forward an application package to the Applicant by courier

**3.3** Included in the application package will be:

- (a) two (2) copies of the Registrar Agreement between the applicant and CIRA signed by CIRA; and
- (b) a copy of this document including the Application for Certification (available on CIRA's website, [http://www.cira.ca/en/cat\\_Registrar.html](http://www.cira.ca/en/cat_Registrar.html). (amended 2004-07-15) ).

**3.4** The applicant must truthfully and accurately complete the Application for Certification and send to CIRA by prepaid courier:

- (a) the completed Application for Certification, signed by an authorized representative of the applicant;
- (b) one (1) Registrar Agreement, signed by the applicant and CIRA (the applicant may keep one fully executed copy of the Registrar Agreement for its own records). (Please note that the applicant must obtain independent legal advice with respect to its obligations under the Registrar Agreement.); and
- (c) a certified cheque or bank draft payable to CIRA for the total of:
  - the Application Fee plus Goods and Services Tax (“GST”) and Harmonized Sales Tax (“HST”) in HST provinces
  - the Certification Fee plus Goods and Services Tax (“GST”) and Harmonized Sales Tax (“HST”) in HST provinces; and
  - the Initial Deposit described in the FRR Schedule (RPPG 00006) which can be viewed on CIRA’s website.

**3.5** No application for Certification will be considered to be complete if it is (i) missing information; (ii) on its face contains misleading or inaccurate information; (iii) is defective in any way; or (iv) is not accompanied by the signed Registrar Agreement and Fees specified above

**3.6** Upon receipt of the package, CIRA will review it for completeness.

**3.7** CIRA has the right, in accordance with the Registrar Agreement, to verify the accuracy and completeness of the information provided by the applicant in its application for Certification. CIRA also has the right to satisfy itself that applicant can function as a Registrar in accordance with the terms and conditions of the Registrar Agreement and the Registrar Policies, Procedures and Guidelines. CIRA may attempt to verify such information by contacting the applicant’s references, including references, holding one or more interviews with the applicant or other reasonable means.

**3.8** CIRA may require one or more guarantees of the obligations of the Registrar under the Registrar Agreement. As specified in the Registrar Agreement, no application will be complete, and the applicant will not be certified as a Registrar until CIRA receives all requested guarantee(s). If the applicant does not provide all requested guarantee(s) to CIRA within twenty (20) days after CIRA’s request, its application will be deemed to be withdrawn and abandoned and will not be processed further.

**3.9** If the application for Certification is complete, CIRA will advise the applicant by email that the processing of the application will proceed.

**3.10** CIRA will process completed applications in the order of receipt, typically within twenty (20) days after all information, fees and guarantees are received, and notify the applicant by email whether or not the applicant is certified.

**3.11** If the application for Certification is incomplete or defective, CIRA will advise the applicant by email. The applicant must provide any missing information, correct any deficiencies and complete the application within five (5) Business Days from the date the email is sent by CIRA or such longer period as CIRA may consent to by notice to the applicant, failing which the application will be deemed to have been withdrawn and abandoned and will not be processed further.

**3.12** The applicant may withdraw and abandon its application at any time before certification by giving notice to CIRA by email.

**3.13** Any withdrawal or abandonment or deemed withdrawal and abandonment of an application for Certification in accordance with the Registrar Agreement will result in the automatic termination of the Registrar Agreement without prejudice to the applicant's ability to enter into a new Registrar Agreement with CIRA and apply again to become certified. If the applicant withdraws or abandons the application for, CIRA will refund the Certification Fee and the Initial Deposit. The Application Fee is not refundable.

**3.14** The date that the Registrar is certified by CIRA may not be the date that CIRA starts to accept and process requests from Registrars. CIRA and the applicant will decide on a mutually acceptable activation date after certification.

**3.15** If CIRA notifies applicant that it has not been certified as a Registrar, the Registrar Agreement with CIRA will automatically terminate without prejudice to the applicant's ability to enter into new Registrar Agreement with CIRA and apply again to become a certified Registrar. And CIRA will refund the Certification Fee and the Initial Deposit. The Application Fee is not refundable.

**3.16** Until the applicant receives notice from CIRA that it has been certified as a Registrar, the applicant shall not:

- (a) act or hold itself out as a Registrar of the Registry;
- (b) provide or offer to provide or state or imply that it is authorized to provide any Registrar Services within the Registry; or
- (c) identify itself as a "**CIRA Certified Registrar**" or "**Registraire Agréé par l'ACEI**" or by any term suggesting a similar reference, or use, directly or indirectly, in any manner whatsoever CIRA's name or any other trade-mark or trade names or any other identifying indicium owned or used by CIRA or any other intellectual property owned by or licensed to CIRA, whether or not registered, or any confusingly similar marks or names.



## **REGISTRAR APPLICATION FOR CERTIFICATION**

### **2. BACKGROUND**

- 2.1** This Application for Certification is intended for Applicants who wish to be certified by the Canadian Internet Registration Authority ("CIRA") as a Registrar for the .ca Internet domain registration system (the "Registry").
- 2.2** Please review the CIRA [Certification Requirements](#) (including the Canadian Presence Requirements for Registrars) as well as the Registrar Agreement provided to you in your Application Package (and set out at CIRA's website currently at [http://www.cira.ca/en/cat\\_Registrar.html](http://www.cira.ca/en/cat_Registrar.html)) prior to submitting this Application. Failure to meet the requirements as set out in those documents will result in your Application being rejected.

### **3. INSTRUCTIONS FOR COMPLETION**

- 3.1** Provide complete and accurate responses to the following items. If there is insufficient space on the application form to provide all requested information, please provide on a separate piece of paper indicating the item number being answered. The application must be typed and legible.
- 3.2** Any misleading or inaccurate information provided in completing this Application for Certification will result in the rejection of your Application.

## A. CONTACT INFORMATION

1.	Full Legal Name of Applicant:
2.	Corporation Number, if Applicant is a Corporation:
3.	If Applicant is a Partnership, the Province or Territory in which Applicant is Registered and Registration Number:
4.	Residence Address of:  (a) Individual applicant:  (b) each individual partner, if Applicant is a partnership:
5.	Business address of:  (a) Corporation:  (b) Partnership:

6.	Mailing Address, if a Government or Educational Institution:
7.	Telephone number and area code of Applicant:
8.	Facsimile number and area code of Applicant:
9.	Email address of Applicant:
10.	Name of Administrative and Billing Contact:  (a) Title/Position:  (b) Mailing Address:    (c) Telephone number and area code:  (d) Facsimile number and area code:  (e) Email address:
11.	Website address of Applicant:
12.	Name, Address, Phone Number and Contact Name or Applicant's principal bank account or financial institutions:

13. If Applicant is not an individual, please indicate (i) how long Applicant has been in existence, (ii) the principal business of the Applicant and (iii) if Applicant's gross revenues are more than \$1,000,000 per year:

## B. CANADIAN PRESENCE REQUIREMENTS

14. Please indicate below by circulating the appropriate letter, which of the following Canadian Presence Requirements for Registrars the Applicant meets:
- (a) **Canadian citizen.** A Canadian citizen who is ordinarily resident in Canada (as defined below) and is of the age of majority under the laws of the province or territory in Canada in which he or she resides.
  - (b) **Permanent resident.** A permanent resident within the meaning of the *Immigration and Refugee Protection Act*, (Canada) S.C. 2001, c. 27 who is ordinarily resident in Canada (as defined below) and is of the age of majority under the laws of the province or territory in Canada in which he or she resides. (*amended June 5, 2003*)
  - (c) **Corporation.** A corporation: (i) under the laws of Canada or any province or territory of Canada; and (ii) which has a place of business in Canada at which at least one employee or administrative contact of the corporation who is ordinarily resident in Canada regularly and frequently attends to carry out the functions of the Registrar.
  - (d) **Partnership.** A partnership, each partner of which meets one of the conditions set out in paragraphs (a), (b) or (c) above, which: (i) is registered as a partnership under the laws of any province or territory of Canada; and (ii) has a place of business in Canada at which at least one employee or administrative contract of the partnership who is ordinarily resident in Canada regularly and frequently attends to carry out the functions of the Registrar.
  - (e) **Educational institution.** Any of the following: (i) a university or college which is located in Canada and which is authorized or recognized as a university or college under an Act of the legislature of a province or territory of Canada; or (ii) a college, post-secondary school, vocational school, secondary school, pre-school or other school or educational institution which is located in Canada and which is recognized by the educational authorities of a province or territory of Canada or licensed under or maintained by an Act of Parliament of Canada or of the legislature of a province or territory of Canada.
  - (f) **Government.** Her Majesty the Queen in right of Canada, a province or a territory; an agent of Her Majesty the Queen in right of Canada, of a province or of a territory; a federal, provincial or territorial Crown corporation, government agency or government entity; and a regional, municipal or local area government.

**A person who is “ordinarily resident in Canada” means a person who resides in Canada for more than 183 days in the one twelve month period prior to the date of this application for certification as a Registrar.**

**C. CERTIFICATION REQUIREMENTS**

15.	Please indicate whether the Applicant will be able to comply with the Certification Requirements (including the Canadian Presence Requirements for Registrars) set out at CIRA’s website at <a href="http://www.cira.ca">www.cira.ca</a> . Indicate whether the Applicant is currently or has in the past provided services to the public as a registrar of Internet domain names and, if so, for how long. Describe the Applicant’s past experience as a registrar of Internet domain names. If the Applicant has no experience as a registrar of Internet domain names, then please give details as to the experience and expertise of the Applicant that would enable the Applicant to provide registrar services in accordance with the Certification Requirements and the Registrar Agreement with CIRA.
16.	Please indicate the Applicant’s projected volume of applications to CIRA for the registration of .ca domain names on a daily, weekly, monthly and yearly basis.
17.	Please indicate whether the Applicant has read and understood the Registrar Agreement with CIRA including all policies, rules and procedures of CIRA.
18.	Please indicate whether the Applicant has obtained independent legal advice with respect to its/his/her obligations under the Registrar Agreement. Indicate the name of the lawyer and law firm that provided the independent legal advice.

<p>19. Please indicate whether the Applicant, or any partner, director, officer or controlling shareholder of the Applicant, has been convicted of an offence under the <i>Criminal Code</i> (Canada).</p>
<p>20.(a) Please indicate if the Applicant wishes to have its name included in a list of CIRA Certified Registrars to be posted on CIRA's website if the Applicant is certified by CIRA.</p> <p>(b) If the Applicant wishes to be included in this list, please indicate if the Applicant wishes to be listed as providing Registrar Services on a National basis or on a provincial or territorial basis. (If provincial or territorial is indicated CIRA will use the address of the Registrant given in this Application to establish the province/territory).</p>

The undersigned certifies that the information given in this Application is correct and complete.

\_\_\_\_\_ Date

\_\_\_\_\_  
Full Legal Name of Applicant

By: \_\_\_\_\_

\_\_\_\_\_  
Name:  
Title:

By: \_\_\_\_\_

\_\_\_\_\_  
Name:  
Title: