

Addendum No. 1

Request for Tender – Registry Licence Agreement

DATE 20/09/2005

.au Domain Administration Ltd
Request for Tender for Registry Licence Agreement for .au Second Level Domains

BACKGROUND

auDA has issued a Request for Tender for a 4 year licence agreement for the provision of registry services in .au second level domains, commencing 1 July 2006.

This document amends the Request for Tender as follows:

- by correcting an error in the information set out in clause 5.3 of the Request for Tender (in Part Two of the Request for Tender on page 8); and
- by replacing clause 13 of the Registry Licence Agreement, annexed to Part Seven of the Request for Tender.

Respondents must have regard to this Addendum No. 1 when preparing their tender.

Respondents must confirm receipt of this Addendum No. 1 in the form required under Schedule 4 of the Request for Tender when submitting their tender.

CORRECTION OF ERROR IN CLAUSE 5.3 OF THE REQUEST FOR TENDER

The table in clause 5.3 of the Request for Tender contains incorrect information in relation to the pricing for gov.au and edu.au.

The correct table appears below, with the error and the correct information marked by ~~strikeout~~ of the incorrect information, and underlining of the correct information.

2LD	AusRegistry fee	auDA's Domain Name Fee	Total price to Registrars
com.au*	\$26.36	\$5.50	\$31.86
net.au*	\$26.36	\$5.50	\$31.86
org.au	\$0.00	\$5.50	\$5.50
asn.au	\$19.09	\$5.50	\$24.59
id.au	\$12.73	\$5.50	\$18.23
conf.au	N/A Currently not accepting new registrations. It is expected that auDA's Domain Name Fee will apply in future.		
info.au	N/A Currently not accepting new registrations. It is expected that auDA's Domain Name Fee will apply in future.		
gov.au	\$20.00	\$5.50	\$25.50
edu.au	\$20.00	\$5.50	\$25.50

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2LD	AusRegistry fee	auDA's Domain Name Fee	Total price to Registrars
wa.au	N/A	Currently not accepting registrations. auDA expects to introduce these 2LDs towards the end of 2005, at which time, auDA's Domain Name Fee will apply.	
nt.au			
sa.au			
qld.au			
nsw.au			
act.au			
vic.au			
tas.au			

* Subject to future price reduction according to cumulative volume of 2LD registrations. The next (and final) price reduction under the terms of the AusRegistry RLA is expected to occur in September 2005, with AusRegistry's fee decreasing to \$21.82 for these two 2LDs.

REPLACEMENT OF CLAUSE 13 OF REGISTRY LICENCE AGREEMENT

Clause 13 of the Registry Licence Agreement (annexed to Part Seven of the Request for Tender) is deleted, and replaced with the following provision.

The changes are highlighted by the strikeout of deleted provision, and underlining of new provision.

13. DATA ESCROW

13.1 Requirements under Technical Specification

The obligations set out in this clause 13 are in addition to the requirements set out in the Technical Specification, unless otherwise specified by auDA in writing.

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13.2 Escrow Materials

If auDA gives the Registry Operator a written notice requiring the Registry Operator to deposit the Escrow Materials into third party escrow, the Registry Operator must deposit the Escrow Materials into escrow:

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13.2.1 within 30 days after the date of the notice; and

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13.2.2 thereafter, whenever there is any change to the Escrow Materials, or as otherwise required under the Technical Specification.

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13.3 Escrow Agreement

If auDA gives the Registry Operator a notice under clause 13.2, the Registry Operator must enter into an escrow agreement in a form prescribed by auDA, between auDA, the Registry Operator and an escrow agent nominated by auDA, within 30 days after the date of the notice, which provides that:

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13.3.1 the Escrow Materials must be received and held in escrow, with no use other than verification that the deposited data is complete and in proper format, until released to auDA; and

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13.3.2 the Escrow Materials must be released to auDA upon termination of this document by auDA under clause 24; and

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13.3.3 the Escrow Materials (other than the source code of the Registry Software) must be released to auDA on the Expiry Date if:

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13.3.3.1 this document has not been terminated earlier; and

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13.3.3.2 the Registry Operator is not the Successor Registry Operator; and

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13.3.4 the Escrow Materials must remain current and be subject to independent audit.

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13.4 Licensing of Registry Software

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The Registry Operator must procure that auDA is entitled to:

13.4.1 a licence to use the Registry Software; and

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13.4.2 assign or sub-licence such a licence to use the Registry Software,

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on a non-exclusive, irrevocable, royalty-free and paid-up basis, in order to resume service if necessary under clause 25.3.

END OF ADDENDUM NO. 1