

## Registration Agency Agreement

Date: xxxx xx, 20xx

This Agreement (the “RA Agreement”) governs the relationship between the Registration Agency signing below (“RA”) and the International DOI Foundation, Inc. (the “DOI Foundation”). The parties agree as follows.

### Background and Definitions

The DOI® System is a system for permanently assigning persistent identifiers (“DOI® identifiers”) to digital objects. The System is generally described in the Core DOI® Specification established by the DOI Foundation (the “Core Specification”), and the ISO International Standard ISO 26324 (“Information and documentation — Digital object identifier system”) (the “ISO Standard”), as they may be amended from time to time. The Core Specification and the ISO Standard are referred to collectively herein as the “Specification Documents.” For the avoidance of doubt, the ANSI/NISO Specification Z39.84-2005 Syntax for the Digital Object Identifier is not a Specification Document. The DOI Foundation has been appointed by the International Organization for Standardization (“ISO”) as the Registration Authority for the ISO Standard under a Registration Authority Agreement with ISO executed in April 2012 (the “Registration Authority Agreement”), has been appointed by the DONA Foundation (“DONA”) as a Multi-Party Administrator under a Multi-Party Administrator Service Agreement dated as of January 1, 2016 (the “MPA Agreement”) and has entered into a Technical Services Agreement dated as of January 1, 2016 (the “TSA Agreement”) with the Corporation for National Research Initiatives (“CNRI”) and wishes, by means of this RA Agreement, to appoint RA as a Registration Agency as contemplated by the Core Specification. The Registration Authority Agreement, MPA Agreement and TSA Agreement will be referred to herein as the “Background Agreements.” Terms not otherwise defined herein are defined in the Specification Documents.

This Agreement governs the terms and conditions under which RA agrees to register DOI® identifiers and otherwise to participate in the DOI® System.

1. Appointment as RA and Grant of Rights.
  - a. The DOI Foundation hereby appoints RA as, and RA hereby accepts its appointment as, a Registration Agency having the authority to assign DOI® identifiers as part of the DOI® System using the DOI® prefix or prefixes that have been assigned to RA by the DOI Foundation.
  - b. The DOI Foundation hereby grants to RA the nonexclusive right and license to use trademarks DOI®, DOI.ORG®, shortDOI® and the DOI® logo (collectively, the “the DOI Foundation Marks”) in connection with the assignment and registration of DOI® identifiers and the provision of services ancillary thereto (collectively, the “RA Services”). All use of the

DOI Foundation Marks shall be consistent with the standards for trademark usage established by the DOI Foundation from time to time.

- c. The DOI Foundation hereby grants to RA a sublicense under the Handle Licenses, as defined below, to exercise all rights in the Handle System that are required for the fulfillment of RA's rights and obligations as a Registration Agency under the DOI<sup>®</sup> System.

## 2. Background Agreements

- a. The DOI Foundation represents and warrants to RA that the Background Agreements are in full force and effect, and that the MPA Agreement and TSA Agreement include licenses (the "Handle Licenses") to the Global Handle Registry and Handle.Net software (the "Handle Technology") that are sufficient to discharge the responsibilities of the Registration Authority under the ISO Standard, to maintain and preserve the DOI<sup>®</sup> System and to permit the DOI Foundation, RA and all other participants in the DOI<sup>®</sup> System to exercise any and all rights in the Global Handle Registry and Handle.Net software that are necessary for the operation of the DOI<sup>®</sup> System. RA acknowledges and agrees that copies of the Background Agreements have been made available to RA for inspection and copying and agrees to comply with the terms and conditions of the Background Agreements, to the extent applicable to RA as the DOI Foundation's subcontractor or sublicensee.
- b. The DOI Foundation shall give prompt notice to RA of any expiration, notice of default, notice of non-renewal or other event that could result in the termination of any one or more of the Background Agreements (a "Termination Event"). In the event of any Termination Event caused by an alleged default by the DOI Foundation, RA, either acting alone or in cooperation with other Registration Agencies, shall have the right to remedy the default and to initiate the procedures for an Event Requiring Restructuring, as defined and provided below. In the event of any other Termination Event, the DOI Foundation shall cooperate with RA and other Registration Agencies in negotiating with CNRI, DONA, or with any other entity, including without limitation any successor to such entities, to preserve the parties' right to discharge the responsibilities of the Registration Authority under the ISO Standard, to maintain and preserve the DOI<sup>®</sup> System and to operate the DOI<sup>®</sup> System using the Handle Technology or such other technology as may be required to operate the DOI<sup>®</sup> System.
- c. In the event of an Event Requiring Restructuring, as defined below, the DOI Foundation agrees to negotiate in good faith with ISO, CNRI and/or DONA for a modification to the Background Agreements under which RA and other Registration Agencies can continue to operate the DOI<sup>®</sup> System.

3. Certain Obligations of RA

a. Maintain Membership.

- i. RA shall promptly and fully pay all membership dues, fees, assessments and other amounts of any and every kind or nature that are owing by RA to the DOI Foundation, as shown on Schedule A attached hereto or as otherwise approved from time to time by the DOI Foundation's Board of Directors;
- ii. RA shall fully comply with the DOI Foundation Certificate of Incorporation, By-laws, and such policies, rules and regulations (the "DOI Foundation Policies") as may be adopted from time to time by the DOI Foundation's Board of Directors, including without limitation the DOI Foundation's Patent and Trademark Policies;
- iii. RA shall participate in Directors meetings and other activities of the DOI Foundation; and
- iv. RA shall comply with changes to the Core Specification that have been approved by the DOI Foundation Board of Directors.

b. Provide RA Services and Infrastructure

- i. RA shall provide to Registrants and other participants in the DOI® System the services required to be provided by all Registration Agencies under the Specification Documents, including without limitation those described in Section 7.3 of the ISO Standard (the "Basic RA Services"). For this purpose, RA shall be considered the DOI Foundation's subcontractor and sublicensee under the Basic Agreements and shall comply in all respects with the applicable obligations of the Basic Agreements, including without limitation the obligation to provide the Basic RA Services on a cost-recovery and RAND basis and the obligation to include CNRI's copyright notice on all copies of the Handle software and derivatives thereof.
- ii. RA shall at its expense provide sufficient infrastructure to provide the Basic RA Services.

c. Maintain quality. RA shall adopt reasonable procedures to assure, subject to the RA's need to rely on information obtained from Registrants, that its RA Services meet the standards described in the Specification Documents.

d. Respect rights of other Registration Agencies. To the extent that the DOI Foundation has granted exclusive rights in a particular field (a "Field") to another Registration Agency, RA agrees that it will not solicit DOI® registrations from entities within the Field; provided, however, that

nothing contained herein shall prevent RA from accepting a request from a person within such Field. The DOI Foundation agrees that it will not grant exclusive rights in any Field in which an existing RA operates.

- e. Comply with the Proxy Policy. RA agrees that any local proxy it adopts in connection with its implementation of the DOI<sup>®</sup> System shall be consistent with to the DOI<sup>®</sup> System Proxy Policy established by the DOI Foundation (the “Proxy Policy”). RA agrees that for so long as RA uses such local proxy, both during and after the term of this Agreement, its local proxy shall resolve in a manner that is consistent with the Proxy Policy.

#### 4. Certain Obligations of the DOI Foundation

- a. The DOI Foundation shall maintain the DOI<sup>®</sup> System.
  - i. The DOI Foundation shall provide to RA and to the other participants in the DOI<sup>®</sup> System the services required to be provided by the Registration Authority and Multiparty Administrator under the Specification Documents, the Registration Authority Agreement and the MPA Agreement including without limitation those described in Section 7.2 of the ISO Standard (the “the DOI Foundation Services”).
  - ii. The DOI Foundation shall at its expense provide sufficient infrastructure to provide the DOI Foundation Services.
- b. The DOI Foundation shall maintain and update the Specification Documents.
- c. The DOI Foundation shall support and promote the adoption of the DOI<sup>®</sup> System by among other things participating in the ISO and other standards-setting bodies, sponsoring meetings and conducting informational and training seminars regarding use of the DOI<sup>®</sup> System.

#### 5. The DOI Foundation Rights and Intellectual Property

- a. The DOI Foundation shall have the exclusive right to appoint Registration Agencies, to assign DOI<sup>®</sup> prefixes and otherwise to exercise the rights of the Registration Authority under the DOI<sup>®</sup> System, including without limitation those rights provided in Section 7.2 of the ISO Standard.
- b. The DOI Foundation Marks, and all goodwill associated therewith, shall be and remain the property of the DOI Foundation, and all goodwill derived from the use of the DOI Foundation Marks by RA hereunder shall accrue to and inure to the benefit of the DOI Foundation.

- c. RA may assert patent or other proprietary rights in the RA Services, provided, however, that RA shall comply with the DOI Foundation Patent and Trademark Policies, as they may be amended from time to time as provided in this Agreement. RA further agrees that any person acquiring intellectual property rights from RA will agree to comply with the DOI Foundation Patent and Trademark Policies.
  - d. In the event of a termination of the Registration Authority Agreement, the DOI Foundation shall provide to the DOI Foundation's successor Registration Authority, or to ISO, as the case may be, the rights and licenses that are required to be provided under the terms of the Registration Authority Agreement.
  - e. The DOI Foundation and RA agree that the DOI<sup>®</sup> identifiers and associated metadata required for the Basic RA Services as set forth in the ISO Standard are the only data that are essential to the continuation of the implementation of the ISO Standard. All other data, information, databases and services produced or provided by RA shall be the sole property of RA.
6. Change Procedures
- a. The parties acknowledge and agree that the functioning, maintenance, development and success of the DOI<sup>®</sup> System requires the Specification Documents, RA Fees, Background Agreements and other aspects of the DOI<sup>®</sup> System to be updated and improved on an on-going basis.
  - b. All proposed changes in the Core Specification, the DOI Foundation Policies, Background Agreements or RA Fees shall be subject to review and approval by the DOI Foundation Board of Directors, pursuant to the DOI Foundation By-Laws.
  - c. Unless otherwise agreed by the DOI Foundation Board of Directors, all changes in the Core Specification, the DOI Foundation Policies, Background Agreements or RA Fees that have been approved by the Board of Directors shall be noticed to RA as provided in Section 11(f) and shall be binding on RA on the effective date provided in such notice, which date shall not be fewer than six (6) months after their approval by the Board of Directors, unless RA terminates this Agreement as provided in Section 10 below. To the extent that any proposed change requires the approval of a third party, such as ISO, DONA or CNRI, such change shall be binding on RA six (6) months following such approval, unless RA terminates this Agreement as provided in Section 10 below.

7. Warranties

- a. Each of the parties warrants to the other that it has the requisite corporate authority to enter into this Agreement and to discharge its obligations hereunder.
- b. The DOI Foundation warrants to RA that the DOI Foundation has the authority to grant the licenses and rights granted hereunder.
- c. RA warrants to the DOI Foundation (i) that the RA Services will, in accordance with Section 3 above, meet standards for quality and reliability that are at least equal to the DOI Foundation's standards for the DOI<sup>®</sup> System, as set forth in the Specification Documents, (ii) that the RA Services will comply with all applicable legal standards and requirements, and (iii) that the RA Services will not violate or infringe the rights of any third party.
- d. NEITHER PARTY MAKES ANY OTHER WARRANTIES, EXPRESS OR IMPLIED. TO THE MAXIMUM EXTENT PERMITTED BY LAW, BOTH PARTIES EXPRESSLY EXCLUDE THE IMPLIED WARRANTIES OF SATISFACTORY QUALITY AND FITNESS FOR A PARTICULAR PURPOSE.

8. Indemnities

- a. Each party agrees to indemnify the other from and against any and all loss, cost or liability of any and every kind or nature whatsoever, including without limitation reasonable lawyers' fees, that the indemnified party incurs as the result of a claim that, if proven, would constitute a breach of the indemnifying party's warranties hereunder or a breach of the indemnifying party's obligations under the Background Agreements (in the case of RA, to the extent that such obligations apply to RA as a subcontractor or sublicensee of the DOI Foundation).
- b. The party seeking indemnity for any claim shall give prompt notice of the claim to the indemnifying party and shall proffer to the indemnifying party the defense of such claim. The indemnifying party shall thereafter defend or settle the claim in its discretion; provided, however, that no settlement shall impose liability or cost on the indemnified party without the indemnified party's express written consent, which consent shall not be unreasonably withheld or delayed.

9. LIMITATION OF LIABILITY

- a. EXCEPT AS SET FORTH IN SECTION 10(h) RESPECTING VOLUNTARY TERMINATION, IN NO EVENT SHALL EITHER

PARTY BE LIABLE TO THE OTHER FOR ANY AMOUNT THAT EXCEEDS THE SUM OF FEES PAID OR PAYABLE BY RA TO THE DOI FOUNDATION DURING THE TWELVE (12) MONTHS PRECEDING THE DATE ON WHICH AN EVENT GIVING RISE TO LIABILITY OCCURS.

- b. IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER FOR ANY SPECIAL, INCIDENTAL, INDIRECT OR CONSEQUENTIAL DAMAGES OR LOSSES OR FOR ANY LOSS OF PROFITS, LOSS OF REVENUE, LOSS OF BUSINESS OR DEPLETION OF GOODWILL, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR LOSSES.
- c. THE FOREGOING LIMITATIONS AND EXCLUSIONS ON LIABILITY SHALL NOT APPLY TO THE PARTIES' INDEMNIFICATION OBLIGATIONS HEREUNDER, NOR SHALL THEY APPLY TO CLAIMS ARISING FROM EITHER PARTY'S GROSS NEGLIGENCE OR WILFUL MISCONDUCT.

10. Term and termination

- a. This Agreement shall begin on the later of the date first written above or the date on which RA pays its membership dues to the DOI Foundation for the first year of its membership and shall continue until the second December 31<sup>st</sup> following the said date (the "Initial Term"). The Agreement shall continue from year to year thereafter (each such year being a "Renewal Term," and the Initial Term and all Renewal Terms being the "Term") unless this Agreement is terminated as provided below.
- b. If the RA Fees are increased or a change in the Specification Documents or Background Agreements is adopted, as aforesaid, that materially increases RA's costs of providing the RA Services or maintenance fees in the event of a Voluntary Termination, as defined below, RA may give written notice of termination within thirty (30) days following RA's receipt of notice of such fee increase or change, such notice to be effective five (5) months after RA's receipt of notice of such fee increase or change.
- c. RA may terminate for convenience any Renewal Term by giving the DOI Foundation written notice of termination not less than six months prior to the end of the Renewal Term, such termination to be effective at the end of the Renewal Term.
- d. The DOI Foundation may terminate this Agreement if RA materially defaults in its obligations hereunder and such default is not remedied within ninety (90) days following written notice of default to RA;

provided, however, that the period for remedy shall be thirty (30) days in the event of a default in payment.

- e. RA may terminate this Agreement if the DOI Foundation materially defaults in its obligations hereunder and such default is not remedied within ninety (90) days following written notice of default to the DOI Foundation; provided, however, that if the default consists of (i) the DOI Foundation's default under one or more of the Background Agreements or (ii) the DOI Foundation's dissolution, threatened dissolution or failure or threatened failure to meet its obligations as the Registration Authority, without reasonable and adequate provision of a successor Registration Authority (either of the events in 10(e)(i) and (e)(ii) being referred to herein as an "Event Requiring Restructuring"), RA may, upon written notice to the DOI Foundation and to the other Registration Agencies, initiate the procedures described in Section 10(g) below.
  
- f. In the event of any termination of this Agreement caused by any reason other than an Event Requiring Restructuring, as defined above, RA's status and rights as a Registration Agency, including without limitation those rights specified in Section 1 of this Agreement, shall terminate upon the effective date of termination, unless the DOI Foundation has agreed in writing to extend such rights for a limited period of time to permit orderly transition to a successor Registration Agency or to the DOI Foundation of responsibility for DOI® identifiers and information necessary to resolve such identifiers. Without limiting the generality of the foregoing, upon any such termination (including for this purpose the period of any such extension):
  - i. RA shall cease assignment of DOI® identifiers.
  - ii. RA shall cease all use of the DOI Foundation Marks and destroy or return to DOI all electronic or physical materials bearing the DOI Foundation Marks.
  - iii. RA shall inform its Registrants that it is no longer authorized to assign or maintain DOI® identifiers and that their agreements for relating to the maintenance of the DOI® identifiers may be assigned to the DOI Foundation or to a successor Registration Agency.
  - iv. RA shall cooperate in all other respects with the DOI Foundation to assure an orderly transition of responsibility for DOI® identifiers first assigned by RA to a successor Registration Agency.
  - v. RA shall comply with such other suspension and termination policies as may be adopted as the DOI Foundation Policies pursuant to the Change Procedures in Section 6 of this Agreement.
  
- g. In the event of an Event Requiring Restructuring, as defined above, the following procedures will apply:

- i. RA may elect to retain all of its rights as a Registration Agency, as provided herein and in the Specification Documents.
  - ii. RA will give notice to the other Registration Agencies that an Event Requiring Restructuring has occurred and will meet with the other Registration Agencies for the purpose of cooperating in an orderly transition that will, to the extent possible, ensure an orderly transition of the responsibilities of the Registration Authority to one or more entities that would succeed to the rights of the DOI Foundation as the Registration Authority.
  - iii. The DOI Foundation will cooperate with RA and the other Registration Agencies in providing for an orderly transition to one or more new Registration Authorities.
  - iv. The DOI Foundation will transfer and assign its rights in the DOI<sup>®</sup> System and the DOI Foundation Marks to such entity or entities as may be designated by a majority of RAs for their fair market value after satisfying all claims of the DOI Foundation's creditors.
  - v. This Section 10.g of this Agreement shall be enforceable by any Registration Agency.
  
- h. In the event that RA wishes to terminate this Agreement but to continue to assign persistent identifiers following termination, RA may give the DOI Foundation notice that it wishes to exercise a right of voluntary termination (a "Voluntary Termination"), such notice to be effective not fewer than 180 days nor more than 360 days following its receipt by the DOI Foundation (the effective date of termination specified in the notice being referred to in this Section 10.h as the "Effective Termination Date"). Following such notice, RA's status and rights as a Registration Agency, including without limitation those rights specified in Section 1 of this Agreement, shall continue until the Effective Termination Date or thereafter if the DOI Foundation and RA agree in writing to extend such rights for a limited period of time to permit an orderly transition. Thereafter, DOI<sup>®</sup> identifiers assigned by the RA during the term of this Agreement (including any extension agreed upon pursuant to the preceding sentence) shall be redirected to the new identifiers assigned by the RA after Voluntary Termination, as set forth in this Section 10(h). RA may exercise its right of Voluntary Termination only if RA is not in default of this Agreement as of the date such notice is given and only if, as of the Effective Termination Date, RA has established an alternative persistent identifier system to which DOI<sup>®</sup> identifiers can be redirected. Without limiting the generality of the foregoing, on the Effective Termination Date (including for this purpose the period of any such extension):
  - i. RA shall cease assignment of new DOI<sup>®</sup> identifiers.

- ii. A copy of the metadata associated with DOI® identifiers (as defined in the ISO Standard) first assigned by RA during the term of this Agreement shall be deposited in escrow (the “Escrow Deposit”) with CNRI or another escrow agent reasonably acceptable to the RA and the DOI Foundation. Prior to the Escrow Deposit the DOI Foundation Board shall have approved an appropriate escrow agreement (“Escrow Agreement”). The metadata to be included in the Escrow Deposit and terms and conditions to trigger the release of the Escrow Deposit may be further identified in the Escrow Agreement. The RA agrees to and does hereby grant to the DOI Foundation a fully paid-up, royalty-free nonexclusive license to exercise all of RA’s rights in the Escrow Deposit metadata in the event of a release from escrow, as provided in Section 10(h)(ix). The said license may be sublicensed or assigned by the DOI Foundation to a successor RA or other entity who assumes responsibility for the DOI® identifiers with which such metadata is associated.
- iii. RA may continue to use the DOI Foundation Marks solely as necessary to ensure that DOI® identifiers first assigned by RA during the term of this Agreement redirect to the new identifiers assigned by the RA after Voluntary Termination and pursuant to a separate trademark license agreement entered into between RA and the DOI Foundation.
- iv. RA shall inform its Registrants that it is no longer authorized to assign the DOI Foundation DOI® identifiers.
- v. RA and the DOI Foundation shall cooperate in all other respects with each other to assure that DOI® identifiers first assigned by RA during the term of this Agreement resolve to the alternative persistent identifier system adopted by the RA.
- vi. RA shall comply with such other suspension and termination policies as may be adopted as the DOI Foundation Policies pursuant to the Change Procedures in Section 6 of this Agreement; provided however that any such policy when adopted and when and if amended shall be consistent with the principle that an RA may, at its option, Voluntarily Terminate this Agreement and adopt an alternative persistent identifier system. For avoidance of doubt, such alternative persistent identifier system may, subject to a separate agreement entered into between DONA and RA, utilize the Handle software.
- vii. RA shall pay prior to the effective date of Voluntary Termination an initial termination fee to the DOI Foundation that is equal to two times the Fees paid by the RA to the DOI Foundation during the year immediately preceding the year in which notice of Voluntary Termination is given by the RA (the “Initial Termination Fee”). RA shall thereafter pay a yearly maintenance

fee (the “Yearly Maintenance Fee”) as set forth on Schedule A, as amended from time to time pursuant hereto.

- viii. In the event that an RA has not implemented an alternative persistent identifier system to which DOI® identifiers can be redirected by the effective termination date, as such may have been extended by written agreement, fails to make the Escrow Deposit pursuant to Section 10(h)(ii), or fails to pay the Initial Termination Fee specified in Section 10(h)(vii), the Voluntary Termination shall be deemed to be a Termination for Convenience and the provisions of Section 10(f) shall apply.
- ix. In the event that following a Voluntary Termination the RA fails to ensure that DOI® identifiers first assigned by RA during the term of this Agreement continue to redirect to the new identifiers assigned by the RA after Voluntary Termination, or fails to pay the Yearly Maintenance Fee, and such failure is not cured by the RA within thirty (30) days following notice from the DOI Foundation, then the Escrow Deposit shall be released to the DOI Foundation, and the provisions of Section 10(f) shall apply with respect to all DOI® identifiers assigned prior to the effective date of Voluntary Termination.

- i. The following provisions of this Agreement shall survive any termination, regardless of the reasons for such termination: Sections 3.a.i, 5, 7, 8, 9, 10, and 11.

## 11. General

- a. This Agreement, including its Schedule and the Specification Documents, is the parties’ entire agreement and supersedes all prior or contemporaneous negotiations, agreements or understandings respecting its subject matter. In the event of any inconsistency, the order of priority shall be: i) the text of this Agreement; ii) the Core Specification; iii) the ISO Standard; iv) the Background Agreements.
- b. This Agreement may be amended, supplemented, or otherwise modified only by means of a written instrument signed by both parties.
- c. Any waiver of any rights or failure to act in a specific instance shall relate only to such instance and shall not be construed as an agreement to waive any rights or fail to act in any other instance, whether or not similar.
- d. In the event that any provision of this Agreement shall be held invalid or unenforceable for any reason, such invalidity or unenforceability shall not affect any other provision of this Agreement.

- e. This Agreement may not be assigned by either party without the other party's written consent; provided, however, that (i) the DOI Foundation may upon notice to RA assign this Agreement to any entity that succeeds to the DOI Foundation's rights in the DOI<sup>®</sup> System as the Registration Authority or (ii) RA may assign this Agreement in whole or in part to any entity under the common control of its ultimate parent company or to any entity which shall succeed to all or substantially all of the assets, liabilities and goodwill of RA. This Agreement shall be binding upon the parties' successors and permitted assigns.
- f. Any notice shall be sent by email to the last email address provided by RA to the DOI Foundation, with a hard copy sent to the parties' addresses set forth below by express mail or next day express delivery service with signed receipt. Notice shall be effective upon receipt unless otherwise provided in this Agreement.
- g. This Agreement shall be governed and construed under the laws of England.
- h. Any dispute arising under or related to this Agreement, including any question regarding its existence, validity or termination, shall be referred to and finally resolved by binding arbitration conducted in English before a single arbitrator under the rules of the London Court of International Arbitration in London, England, such rules being deemed to be incorporated by reference into this Section. The arbitrator shall have expertise in the field of intellectual property and Internet technology. The decision of the arbitrator shall be enforceable in any court of competent jurisdiction. Either party may seek injunctive relief in such court pending the arbitrator's final decision.
- i. Save as expressly provided herein, no term of this Agreement shall be enforceable under the Contracts (Rights of Third Parties) Act 1999 by a third party (being any person other than the parties and their successors and permitted assignees).

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Signed by the parties' duly authorized representatives as of the date first set forth above.

INTERNATIONAL DOI  
FOUNDATION, INC.

REGISTRATION AGENCY

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By: Dr Jonathan Clark

By:

Title: Managing Agent

Title:

Address:

Address:

SCHEDULE A  
Standard DOI Foundation Fee Schedule

- RA fees are payable in two equal instalments for each calendar year, payable 1 January and 1 July of the year.
- The fee for RAs is US\$35,000 in the first year, and thereafter the fee is determined on the cost-shared allocation model and determined in each year's annual budget, to be notified to all RAs following the approval of the Budget by the Board of the International DOI Foundation on which all Registration Agencies are represented.
- When a General Member becomes a Registration Agency member, the unexpired portion of their dues is set against their RA fee.