



The International DOI Foundation

INTERNATIONAL DOI FOUNDATION , INC.

GENERAL MEMBER AGREEMENT

Term: <date1> to <date2>, Automatically Renewed
 Annual Fee: Thirty Five Thousand Dollars (\$35,000.00)
 Payable in advance <date> of each year

This Agreement governs the relationship between the General Member signing below (“GM”) and the International DOI Foundation, Inc. (“IDF”). The parties agree as follows.

Background and Definitions

The DOI[®] System (sometimes referred to herein as the “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 IDF (the “Core Specification”), and the ISO Standard 26324 for the DOI[®] System (the “ISO Standard”), as they may be amended from time to time, both of which are incorporated by reference herein.

This Agreement governs the terms and conditions under which GM agrees to participate in IDF and to use the DOI[®] System.

1. Appointment as GM and Grant of Rights.

IDF hereby confirms GM’s appointment as, and GM hereby accepts its appointment as, a General Member of IDF.

2. Obligations of GM

- a. GM shall do all things reasonably necessary to maintain a valid membership in IDF.
- b. Without limiting the generality of the foregoing, GM shall:
 - i. promptly and fully pay all membership dues, fees, assessments and other amounts of any and every kind or nature that are owing by GM to IDF;
 - ii. fully comply with the IDF certificate of incorporation, by-laws, and such Policies, Procedures, Handbook, Rules and Regulations (the “IDF Policies”) as may be adopted from time to time by IDF’s Board of Directors, including without limitation IDF’s Patent and Trademark Policies and the IDF Policies set forth on the IDF website, www.doi.org.

3. Obligations of IDF

- a. IDF shall maintain the DOI[®] System.
- b. IDF shall support and promote the adoption of the DOI[®] 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[®] System.



4. **IDF Rights and Intellectual Property**
 - a. IDF shall have the exclusive right to appoint Registration Agencies, to assign DOI[®] prefixes and otherwise to exercise the rights of the Registration Authority under the DOI[®] System, including without limitation those rights provided in Section 7.2 of the ISO Standard.
 - b. The IDF Marks, and all goodwill associated therewith, shall be and remain the property of IDF, and all goodwill derived from the use of the IDF Marks by GM hereunder shall accrue to and inure to the benefit of IDF.
 - c. GM shall comply with the IDF Patent and Trademark Policies, as they may be amended from time to time.

5. **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. 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.

6. **LIMITATION OF LIABILITY**
 - a. IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER FOR ANY AMOUNT THAT EXCEEDS THE SUM OF FEES PAID BY GM TO IDF 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.

7. **Term and termination**
 - a. This Agreement shall have the initial Term set forth above and shall automatically renew from year to year thereafter unless terminated as provided below.
 - b. If the GM Fees are increased for any subsequent Term GM may give written notice of termination within thirty (30) days following GM's receipt of notice of such fee increase or change, such notice to be effective at the end of the then-current Term.
 - c. GM or IDF may terminate this Agreement for convenience as of the end of any Term by giving written notice of termination not less than six months prior to the end of the then-current Term.
 - d. IDF may terminate this Agreement if GM materially defaults in its obligations to IDF and such default is not remedied within ninety (90) days following written notice of default to GM; provided, however, that the period for remedy shall be thirty (30) days in the event of a default in payment.
 - e. GM may terminate this Agreement if IDF materially defaults in its obligations hereunder and such default is not remedied within ninety (90) days following written notice of default to IDF.
 - f. In the event of any termination of this Agreement caused by any reason GM's status and rights as a General Member shall immediately terminate and GM shall not be entitled to any refund of the Membership Fee.
 - g. The following provisions of this Agreement shall survive any termination, regardless of the reasons for such termination: Sections 2 (with respect to payments owing up to the date of termination), 4, 5, 6, 7 and 8.

8. **General**
 - a. This Agreement is the parties' entire agreement and supersedes all prior or contemporaneous negotiations, agreements or understandings respecting its subject matter.

- 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) IDF may upon notice to GM assign this Agreement to any entity that succeeds to IDF's rights in the DOI[®] System as the Registration Authority or (ii) GM 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 GM. This Agreement shall be binding upon the parties' successors and permitted assigns.
- f. Any notice shall be 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.
- 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 assigns).

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

INTERNATIONAL DOI
FOUNDATION, INC.

MEMBER

By: Norman Paskin

By: _____

Title: Managing Agent

Title: _____

Address:
IDF
c/o Thomas Hemnes
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Address: