

**ISO Central Secretariat**

1, ch. de la Voie-Creuse  
Case postale 56  
CH - 1211 Genève 20  
Switzerland

Telephone + 41 22 749 02 17  
Fax + 41 22 733 34 30  
E-mail central@iso.org  
Web www.iso.org

**Rob Steele**

Secretary-General

Your ref.  
Our ref. Council 2012

Date 2012-04-02

Organisation internationale de normalisation  
International Organization for Standardization  
Международная Организация по Стандартизации



Mr. Norman Paskin  
Managing Agent  
The International DOI Foundation, Inc., IDF  
c/o Thomas Hemnes, GTC Law Group  
70, Wells avenue  
NEWTON, MA 02459,  
USA

Dear Mr. Paskin,

I am pleased to inform you that the ISO Council has adopted a resolution whereby it approves that fees be charged by International DOI Foundation (IDF) in the operation of the Registration Authority for ISO 26324 (Council Resolution 17/2012, attached).

I have therefore signed the relevant Agreement between our two Organizations, two copies of which are enclosed. I would ask you to kindly sign and return one copy to me.

We, at the ISO Central Secretariat, look forward to further cooperating with IDF in the framework of the attached agreement.

Yours sincerely,

A handwritten signature in blue ink, appearing to read "Rob Steele", is written over a light blue horizontal line.

Rob Steele

Enclosures



## **Council Resolution 17/2012**

(Registration Authority IDF for ISO 26324)

Council,

recalling that International DOI Foundation (IDF) has been appointed by the TMB as the Registration Authority for ISO 26324, *Information and documentation – Digital object identifier system*,

noting that IDF will incur costs provided for in the Registration Authority Agréement attached at Annex to document Council 21/2012,

approves that fees be charged on a cost-recovery basis by IDF in the operation of the Registration Authority for ISO 26324.



# Registration Authority Agreement

for

**ISO 26324**

Between

**The International DOI Foundation, Inc., IDF**  
c/o Thomas Hemnes, GTC Law Group  
70, Wells avenue  
Newton, MA 02459, USA

(IDF)

and

**The International Organization for Standardization, ISO**  
1, ch de la Voie-Creuse, Case Postale 56  
CH-1211 Geneva, Switzerland

(ISO)

## Preliminary Remarks

ISO has adopted International Standard ISO 26324, *Information and documentation — Digital object identifier system (ISO 26324)*.

IDF is an international organization which has the capacity to implement and to manage the implementation of ISO 26324 on a worldwide level, by acting as the international Registration Authority.

ISO, through the ISO Technical Management Board, in accordance with the rules laid down in ISO/IEC Directives, Part 1: Procedures for the technical work, and following the proposal of ISO Technical Committee ISO/TC 46, Subcommittee SC 9, has identified IDF as the appropriate Registration Authority for ISO 26324 (**Registration Authority**) and IDF is willing to accept this designation.

Therefore the Parties agree as follows:

## **1. Definitions**

### **1.1. Registration Authority**

A Registration Authority is a legal entity that has been designated by ISO to implement specified functions in an ISO Standard, for example the allocation and registration of unique identification codes or numbers and/or the provision of access to such identification codes and numbers ("Services"). In some cases, the Registration Authority may designate Registration Agencies (see 1.7) to provide such Services. The exclusive designation by ISO of a Registration Authority means that a Registration Authority and its Registration Agencies operate in a privileged market position, and therefore it is particularly important that their provision of "Services" fully complies with applicable competition law.

### **1.2. RAND-principle**

RAND-principle refers to the principle of applying "reasonable and non-discriminatory" terms and conditions.

### **1.3. Cost Recovery**

Cost Recovery means the costs directly attributable to Services rendered under this Agreement. It may also include an allocation of overhead expenses incurred directly by the Registration Authority that can be shown to be required to meet the Services rendered. Such overheads cannot exceed 30% of the direct costs incurred. Other costs not directly related to such Services, or costs related to other services, shall not be included.

### **1.4. Implementation of ISO 26324**

Implementation of ISO 26324 refers to the implementation of all specified functions and duties of the Registration Authority as set out in ISO 26324.

### **1.5. Services**

Services are as defined in ISO 26324 and reproduced in the attached Schedule A. Such Services may include the allocation of identification codes and numbers, the granting of access to such codes and numbers, and/or other data or information produced in connection with the implementation of ISO 26324.

### **1.6. Subcontractor**

Subcontractors are one or more third parties that IDF or its designated Registration Agencies may subcontract with for assistance in the performance of the Services. Subcontractors may provide support services such as, but not limited to, IT or financial services, software licenses or other facilities needed for the provision of the Services.

### **1.7. Registration Agency**

A Registration Agency is any legal entity that has been designated by the Registration Authority to partly or fully provide, one or several Services specified in ISO 26324, for example to allocate and



register identification codes or numbers limited to a specific territory or a specific field, including allocating names, codes or prefixes as part of a designated Registration Agency network or system to implement ISO 26324. Where Registration Agencies exist, they shall be strictly subject to the terms and conditions of this Agreement. A Registration Agency's compliance with the terms of this Agreement shall be verified by the Registration Authority and such representation made to ISO on not less than an annual basis.

## **2. Designation of IDF as Registration Authority**

- 2.1. ISO delegates to IDF the necessary authority and empowers it to act as Registration Authority for ISO 26324 in accordance with the terms of ISO 26324 as well as the terms of the present agreement (**this Agreement**).
- 2.2. IDF accepts the authority and the powers stated in item 2.1., and agrees to be bound by the terms stated in item 2.1.

## **3. Publication and Maintenance of ISO 26324**

- 3.1. ISO shall be responsible for the appropriate publication of ISO 26324 and of the terms thereof.
- 3.2. ISO shall maintain ISO 26324 in accordance with the relevant provisions laid down in the ISO/IEC Directives, Part 1 with regard to systematic review (confirmation, revision or withdrawal) and notify IDF of any modifications affecting the content of ISO 26324 and/or the terms of its implementation. Such modifications shall be binding for IDF upon receipt of their notification.

## **4. Implementation of ISO 26324**

### **4.1. Specific and General Terms**

- 4.1.1. IDF agrees to manage and/or perform all specific duties of the Registration Authority for the implementation of ISO 26324 as defined in ISO 26324 and reproduced in the attached Schedule A (the "Services"), which are an integral part of this Agreement. IDF may designate Registration Agencies to partly or fully provide, one or several Services defined in ISO 26324. All such Registration Agencies shall be subject to the terms and conditions of this Agreement and the Registration Authority shall warrant such compliance to ISO on at least an annual basis. The Services shall be provided by the Registration Authority and/or by designated Registration Agencies. IDF and Registration Agencies may also subcontract with one or more Subcontractors for support services needed for the implementation of the Services defined in ISO 26324.
- 4.1.2. The implementation of ISO 26324 shall be handled by IDF and any designated Registration Agency, in strict compliance with the terms of this Agreement, in compliance with the latest version of the applicable law, and in particular with the following types of legislation in force in the territories where ISO 26324 shall be implemented:

- Competition legislation
- Data Protection legislation

- 4.1.3. In the course of the implementation of ISO 26324 and this Agreement the RAND-principle shall always be respected by IDF and any designated Registration Agency with respect to the provision of the Services under this Registration Authority Agreement. IDF and all Registration Agencies may charge fees for the Services on a Cost Recovery basis only (subject to the approval by the ISO Council of the principle that fees may be charged).
- 4.1.4. IDF and Registration Agencies may bundle the Services with other services not related to this Agreement, however, only provided that they do not make it a condition for users of ISO 26324 to buy such additional services in order to have access to the Services under this Agreement.
- 4.1.5. IDF and Registration Agencies shall, in line with the RAND-principle, make sure that users of ISO 26324 can access and use such data and/or information as required to apply ISO 26324 for their proper purposes.
- 4.1.6. IDF and Registration Agencies shall use their best efforts to ensure that data and/or information produced and provided to users under this Agreement are accurate and up-to-date. All data that is received by IDF, or designated Registration Agencies during the course of the performance of the Services ("Implementation Data") shall be maintained in a format that is readable by commercially available or open source software.

## **4.2. Registration Agencies and Subcontractors (where applicable)**

- 4.2.1. IDF shall take all necessary and useful measures to implement ISO 26324.
- 4.2.2. IDF may select and designate Registration Agencies that it considers appropriate to partly or entirely implement, one or several Services defined in ISO 26324. IDF shall act in strict compliance with applicable competition law when selecting and designating a Registration Agency.
- 4.2.3. IDF is responsible for the acts of its Registration Agencies in their provision of Services as if they were carried out by IDF personally. IDF shall implement, execute and maintain appropriate contractual relations with its Registration Agencies. The contracts with Registration Agencies shall require compliance with the terms and duties defined in this Agreement and, in particular the duties defined in items 4.1.2. - 4.1.6. and 4.3.4. and 4.3.5. IDF and designated Registration Agencies may also subcontract support services. Appropriate contractual relations shall be established with such Subcontractors to effectively support IDF and designated Registration Agencies in their provision of the Services.
- 4.2.4. IDF shall furthermore include appropriate provisions in the contracts concluded by IDF with its Registration Agencies to provide that such contracts will automatically end on the date this Agreement comes to an end.

## **4.3. Reporting**

- 4.3.1. IDF shall prepare and submit to ISO by February 15 of each calendar year at the latest a written report on its activities and those of its Registration Agencies in the previous calendar year under this Agreement. In such report it shall in particular specify it and its designated Registration Agencies' compliance with the duties specified in items 4.1.2. – 4.1.6. and in items 4.2.1. – 4.2.4. in the relevant calendar year.



- 4.3.2. Upon specific request IDF shall submit to ISO copies of the relevant contractual documents executed between IDF and its designated Registration Agencies.
- 4.3.3. IDF shall immediately inform ISO when it has knowledge about a possible violation of the obligations defined in items 4.1.2. – 4.1.6. IDF shall also inform ISO about complaints of users of ISO 26324 regarding fees, access to and use of data and/or information produced during the implementation of ISO 26324 as well as accuracy of the data and/or information.
- 4.3.4. IDF shall provide ISO, upon its request, with information and documentation that allows ISO to fully analyze a complaint in relation to the Services provided under this Agreement, e.g. regarding fees, access to and use of, as well as accuracy of data and/or information in connection with the implementation of this Agreement. For clarification this includes the information and documentation of IDF and its Registration Agencies.
- 4.3.5. ISO shall be entitled to inspect the books and records of IDF, including the information and documentation IDF received under 4.3.4 from its Registration Agencies, relating to the Services due under this Agreement, including but not limited to the fees charged for such Services, during normal business hours and with reasonable notice. Should any audit reveal that IDF or its Registration Agencies repeatedly violated its duties specified in items 4.1.2.-4.1.6. and in items 4.2.1.-4.2.4. in a calendar year, ISO shall be entitled to have the costs and expenses of the inspection reimbursed in full by IDF.
- 4.3.6. All information and documents provided by IDF to ISO under this Section 4 shall be held in confidence by ISO and used solely for the purpose of verifying compliance with this Agreement and for the enforcement of this Agreement.

## **5. Financial Duties / Liabilities / Insurance**

- 5.1. IDF shall receive no financial compensation from ISO whatsoever for carrying out its duties under this Agreement.
- 5.2. Only as far as legally possible under applicable Swiss Law any contractual or extra contractual liability of ISO, its employees, mandatees and other members or representatives towards IDF and its designated Registration Agencies in relation to Services in this Agreement is excluded.
- 5.3. IDF and its designated Registration Agencies therefore fully waive their rights, as far as legally possible, to claim damages from ISO, its employees, mandatees or other representatives in relation to Services in this Agreement. IDF shall fully indemnify ISO against all consequences of any claims brought against ISO which have their cause in the in the unlawful implementation of this Agreement by IDF or its designated Registration Agencies, as well as against the consequences of possible actions of competition law authorities in connection with ISO 26324 and its implementation.
- 5.4. IDF shall include appropriate wording in the contracts it implements, executes and maintains under item 4.2.3. to exclude any liability on the part of ISO, its employees, mandatees or other representatives towards any Subcontractor or designated Registration Agency as well as towards any user of ISO 26324.
- 5.5. IDF shall, at its sole cost, procure and maintain, during this Agreement as well as during the five (5) year period following the end of this Agreement, appropriate liability insurance according to commercially reasonable terms and conditions. Such insurance shall provide

comprehensive liability coverage for indemnification of IDF as well as of ISO, to cover any liability of the Registration Authority and/or of ISO which has its cause in the execution of this Agreement, including lawyers and other litigation costs which might arise in connection with such liability. IDF shall upon request of ISO submit to ISO evidence of the maintenance of such insurance.

## 6. Intellectual Property Rights

- 6.1. ISO shall own copyright in data, information, databases, as well as sui generis rights in databases and trademark rights produced in the course of and for the implementation of ISO 26324 and this Agreement that are essential to continue with the implementation of ISO 26324 after termination of this Agreement. ISO grants IDF a non-exclusive right to use the above intellectual property and sui generis rights for the duration of this Agreement. The license includes the right to sub-license all organizations or entities involved in the implementation process of ISO 26324 for the duration of this Agreement.
- 6.2. IDF and any Registration Agency are prepared to grant ISO a non-exclusive license under RAND conditions for any IP rights and sui generis rights gained in the course of and for the implementation of ISO 26324 and this Agreement that are not essential to continue with the implementation of ISO 26324 after termination of this Agreement but that would facilitate a successor Registration Authority's implementation of the standard.
- 6.3. Any intellectual property rights or any sui generis rights shall not be used by IDF or any Registration Agency to restrict, beyond the RAND-principle, access to and use of data and/or information produced in connection with the implementation of ISO 26324 and this Agreement and that, according to this Agreement, need to be made available to the users. Furthermore, such above assertion of rights shall not be used as a defense against an alleged violation of applicable competition law.
- 6.4. Upon termination of this Agreement for any reason other than the withdrawal of ISO 26324, IDF shall, upon ISO's request, submit to ISO or, upon specific instructions of ISO, to a successor Registration Authority, the data, information, databases, software produced to run the databases, and documents generated and/or used by IDF or by any of its Registration Agencies in the course of or for the implementation of ISO 26324 and this Agreement, and that are essential to continue with the implementation of ISO 26324 in the latest used format, respectively.
- 6.5. Upon termination of this Agreement for any reason other than the withdrawal of ISO 26324, IDF and any of its designated Registration Agencies involved in the implementation process of ISO 26324 grants ISO free of charge a non-exclusive, non-revocable right to use intellectual property rights and sui generis rights obtained before implementing ISO 26324 under this Agreement but that are essential for a successor Registration Authority to continue with the implementation of ISO 26324.
- 6.6. IDF shall include appropriate provisions in its agreements with Registration Agencies to secure the effects of items 6.1. – 6.5. and the rights and obligations mentioned therein.





## 7. Duration and Termination

- 7.1. This Agreement shall enter into force on the date of its signature and remain in effect for an initial term of three (3) years from that date. Thereafter, it shall automatically be renewed for identical terms. The duration of this Agreement is subject to items 7.2. – 7.6.
- 7.2. Either party may terminate this Agreement at any time by serving not less than six (6) months' written notice to the other party with good cause. For purposes of this clause, good cause shall mean:
- (a) The lodging of a claim or other judicial or administrative proceeding against IDF or a designated Registration Agency or against ISO alleging that the implementation of ISO 26324 by IDF or its Registration Agencies violated the competition legislation applicable to IDF, Registration Agencies or ISO, which claim or proceeding is not dismissed or terminated within six (6) months of its inception.
  - (b) Any set of circumstances giving ISO a reasonable basis to believe that:
    - i. a claim as described in (a) is likely to be filed;
    - ii. IDF is likely to default in its obligations hereunder; or
    - iii. IDF is likely to enter into bankruptcy, liquidation or dissolution;
- Provided, in each instance, that ISO shall give IDF notice of its belief that such circumstances exist and a reasonable opportunity to correct them.
- 7.3. This Agreement may be terminated at any time by written mutual agreement of the parties.
- 7.4. This Agreement shall automatically end, if ISO withdraws ISO 26324, on the date such withdrawal is communicated to IDF.
- 7.5. This Agreement may be terminated by ISO at any time and with immediate effect for cause, in particular in the following cases:
- (a) if IDF or its designated Registration Agencies, in ISO's opinion fail to meet a substantial duty under this Agreement including but not limited to the duties defined in items 4.1.1. - 4.1.6. and 4.2.1. - 4.2.4., 5.4. as well as 6.3. and 6.6. and has not remedied such failure within the reasonable period of time imposed by ISO on IDF by registered letter;
  - (b) if IDF or its designated Registration Agencies, have acted in a manner which, in ISO's reasonable determination, puts into question the stability of IDF or the operational integrity of the implementation of ISO 26324 or of ISO 26324 in general and IDF has not fully stopped and remedied the effects of such action within the reasonable period of time following notice to IDF specifying the basis for such notice.



7.6. This Agreement may furthermore be terminated by ISO at any time with immediate effect upon entry of IDF into bankruptcy, liquidation or dissolution.

## 8. Further Clauses

8.1. This Agreement is intended to bind only the signing parties hereto and their corporate successors and may not be assigned by either party without the express written consent of the other party.

8.2. This Agreement states the parties' entire agreement regarding its subject matter, superseding all previous agreements and discussions.

8.3. All amendments or completion of this Agreement must be in writing and signed by both parties thereto.

8.4. Should individual provisions of this Agreement be, or become, invalid or unenforceable, this shall not affect the validity of the remainder of this Agreement. An invalid or unenforceable provision shall be replaced by one which comes close to this provision in its meaning and purpose. Item 7.5 (a) is reserved.

## 9. Applicable Law / Arbitration Clause

9.1. The law applicable to the substance of any dispute, controversy or claim arising out of or in relation to this Agreement, including the validity, invalidity, breach or termination there shall be exclusively Swiss law with the exclusion of its international private law.

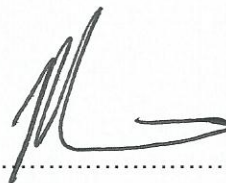
9.2. Any dispute, controversy or claim arising out of or in relation to this Agreement, including the validity, invalidity, breach or termination thereof, shall be resolved by arbitration in accordance with the Swiss Rules of International Arbitration of the Swiss Chambers of Commerce in force on the date when the notice of arbitration is submitted in accordance with these rules. The number of arbitrators shall be one. The seat of the arbitration shall be Geneva, Switzerland. The arbitral proceedings shall be conducted in English.



For ISO  
Mr. Rob Steele  
Secretary-General

Date: 12/4/12

Place: Geneva



For IDF  
Mr. Norman Paskin  
Managing Agent

Date: 4 April 2012

Place: OsCord

## Schedule A

The **Registration Authority** of ISO 26324 shall provide the following Services:

- Allocates unique identification numbers/strings for particular objects to the user of this International Standard.
- Provides the user of this International Standard access to the allocated identification numbers/strings and connected metadata.
- Operates the system established under this International Standard and carries out the connected Services as described in this International Standard, in particular in its Annex C.

