

Requirements for Provision of Physical Office Services to DNS-OARC

General administrative functions as may be required for the smooth operation of OARC, not to exceed a total average of 20 hours/month, including but not limited to:

1. Finance/Accounting functions

- Vendor Bills (Accounts Payable)
- Invoicing of and collection from clients (Accounts Receivable)
- Banking
- Generation of monthly Profit & Loss, Balance Sheet and Aged Debtor reports, by the first Friday of the subsequent month, in time for the monthly Board meeting.
- Generation of quarterly financial forecasts
- Generation of annual financial statements in a form suitable for presentation to auditors and in the annual member report.
- Co-operation with auditors to ensure a timely and compliant audit process.
- Compliance with all relevant state and federal tax regulations and requirements.

2. Administrative Functions

- Internet telephony services, including voice conferencing and messaging, for up to 10 lines.
- Provision of a postal address for OARC, and the handling & timely forwarding of all OARC correspondence.
- Use of office and meeting room facilities for OARC staff, for up to 50 person-days per year.
- Maintenance of a register of OARC members, a register of OARC assets, and a repository for all of OARC's contractual and other business documents.

Administrative and accounting service requests will be addressed by OARC via e-mail or during office hours by telephone. Office hours are Monday to Friday 09:30 to 17:30 Pacific or Eastern Time, excluding US federal public holidays. Response to service requests from OARC will normally be within one working day.

In exchange for performing the Secretariat Services, OARC will pay a monthly management fee based upon the estimated fair value for the Secretariat services. The monthly fee may be adjusted as needed with thirty (30) days written notice of one party to the other, subject to agreement of the notified party, or, if the notified party does not agree, such adjusted fee will be effective with ninety (90) days written notice. In the event of the physical location of any of the above services changing, either party must give ninety (90) days written notice to the other.

The initial term of this agreement will run for twelve months from 1st October 2016. It will automatically renew unless canceled by either party in writing sixty (60) days before the end of the current term. At any time, either party may cancel this agreement with ninety (90) days written notice to allow for proper transition.

All OARC information will be treated as confidential unless stated otherwise or required, and at all times subject to the terms of the OARC Participation Agreement. All documents, records, data and equipment held on behalf of OARC remain the property of OARC, and must be handed over to OARC upon agreement termination.