

DATE: 2010-2012

CONSORTIUM AGREEMENT
For
International Internet Preservation Consortium

BETWEEN:

BIBLIOTECA DE CATALUNYA (LIBRARY OF CATALONIA)

BIBLIOTECA NACIONAL DE ESPAÑA (NATIONAL LIBRARY OF SPAIN)

BIBLIOTECA NAZIONALE CENTRALE DI FIRENZE (NATIONAL LIBRARY OF ITALY, FLORENCE)

BIBLIOTEKA NARODOWA (NATIONAL LIBRARY OF POLAND)

BIBLIOTHÈQUE ET ARCHIVES NATIONALES DU QUÉBEC (NATIONAL LIBRARY AND ARCHIVES OF QUÉBEC)

BIBLIOTHEQUE NATIONALE DE FRANCE (NATIONAL LIBRARY OF FRANCE)

THE BRITISH LIBRARY BOARD (U.K.)

CALIFORNIA DIGITAL LIBRARY (U.S.)

DEUTSCHE NATIONALBIBLIOTHEK (GERMAN NATIONAL LIBRARY)

EUROPEAN ARCHIVE FOUNDATION (FRANCE)

HANZO ARCHIVES LTD. (U.K.)

HARVARD UNIVERSITY LIBRARY (U.S.)

INSTITUT NATIONAL DE L'AUDIOVISUEL (NATIONAL AUDIOVISUAL INSTITUTE)
(FRANCE)

INTERNET ARCHIVE (U.S.)

KANSALLISKIRJASTO (NATIONAL LIBRARY, FINLAND)

KONINKLIJKE BIBLIOTHEEK (NATIONAL LIBRARY OF THE NETHERLANDS)

KUNGL. BIBLIOTEKET (NATIONAL LIBRARY OF SWEDEN)

LANDSBOKASAFN ISLANDS – HASKOLABOKASAFN (NATIONAL AND UNIVERSITY LIBRARY OF ICELAND)

LIBRARY AND ARCHIVES CANADA

THE LIBRARY OF CONGRESS (U.S.)

NACIONALNA I SVEUČILIŠNA KNJIŽNICA U ZAGREBU (NATIONAL AND UNIVERSITY LIBRARY IN ZAGREB, CROATIA)

NARODNA IN UNIVERZITETNA KNJIŽNICA (NATIONAL AND UNIVERSITY LIBRARY, SLOVENIA)

NÁRODNÍ KNIHOVNA ČESKÉ REPUBLIKY (NATIONAL LIBRARY OF THE CZECH REPUBLIC)

NASJONALBIBLIOTEKET (NATIONAL LIBRARY OF NORWAY)

NATIONAL ARCHIVES (U.K.)

NATIONAL DIET LIBRARY, JAPAN

NATIONAL LIBRARY BOARD, SINGAPORE

NATIONAL LIBRARY OF AUSTRALIA

NATIONAL LIBRARY OF CHINA

NATIONAL LIBRARY OF ISRAEL

NATIONAL LIBRARY OF KOREA

NATIONAL LIBRARY OF NEW ZEALAND

NATIONAL LIBRARY OF SCOTLAND

NETARCHIVE.DK (ROYAL LIBRARY AND THE STATE AND UNIVERSITY LIBRARY, AARHUS)

ÖSTERREICHISCHE NATIONALBIBLIOTHEK (AUSTRIAN NATIONAL LIBRARY)

SCHWEIZERISCHE NATIONALBIBLIOTHEK (SWISS NATIONAL LIBRARY)

UNITED STATES GOVERNMENT PRINTING OFFICE

UNIVERSITY OF NORTH TEXAS LIBRARIES (U.S.)

VIRTUAL KNOWLEDGE STUDIO – ROYAL NETHERLANDS ACADEMY FOR ARTS AND SCIENCES

THIS AGREEMENT is made between BIBLIOTECA DE CATALUNYA *Hospital 56 08001 Barcelona Spain*, BIBLIOTECA NACIONAL DE ESPAÑA *Paseo de Recoletos, 20 E-28071 Madrid Spain*, BIBLIOTECA NAZIONALE CENTRALE DI FIRENZE *Piazza Cavalleggeri 1 50144 Firenze Italy*, BIBLIOTEKA NARODOWA *al. Niepodleglosci 213 02-086 Warszawa Poland*, BIBLIOTHÈQUE ET ARCHIVES NATIONALES DU QUÉBEC *475, Bld. De Maisonneuve Montréal Est (Québec) H2L 5C4 Canada*, BIBLIOTHÈQUE NATIONALE DE FRANCE *Quai François Mauriac 75706 Paris Cedex 13 France*, THE BRITISH LIBRARY BOARD *96 Euston Road London NW1 2DB United Kingdom*, CALIFORNIA DIGITAL LIBRARY *415 20th Street Oakland, California 94612 United States*, DEUTSCHE NATIONALBIBLIOTHEK *Adickesallee 1 60322 Frankfurt am Main Germany*, EUROPEAN ARCHIVE FOUNDATION *45 ter rue de la revolution 93100 Montreuil France*, HANZO ARCHIVES LTD *Bonchurch Manor, Bonchurch Shute, Ventnor, Isle of Wight, PO38 1NU United Kingdom*, HARVARD UNIVERSITY LIBRARY *90 Mt. Auburn Street Cambridge, MA 02138 United States*, INSTITUT NATIONAL DE L'AUDIOVISUEL *4 avenue de l'Europe 94000 Bry sur Marne France*, INTERNET ARCHIVE *The Presidio of San Francisco 116 Sheridan Avenue, Box 29244, San Francisco, CA 94129 United States*, KANSALLISKIRJASTO *PL 26 (Teollisuuskatu 23) FI-00014 Helsingin Yliopisto Finland*, KONINKLIJKE BIBLIOTHEEK *Prins Willem-Alexanderhof 5 P.O. Box 90407 2509 LK The Hague The Netherlands*, KUNGL. BIBLIOTEKET - THE NATIONAL LIBRARY OF SWEDEN *Box 5039 S-102 41 Stockholm Sweden*, LANDSBÓKASAFN ÍSLANDS - HÁSKÓLABÓKASAFN *Arngrimsgata 3 IS-107 Reykjavik Iceland*, LIBRARY AND ARCHIVES CANADA *395 Wellington St. Ottawa (Ontario) Canada K1A 0N4*, THE LIBRARY OF CONGRESS *LM 637, 101 Independence Avenue, S.E., Washington D.C. 20540 United States*, NACIONALNA I SVEUČILIŠNA KNJIŽNICA U ZAGREBU *Hrvatske bratske zajednice 4, 10000 Zagreb, Croatia*, NARODNA IN UNIVERZITETNA KNJIŽNICA *Turjaska 1 SI-1000 Ljubljana Slovenia*, NÁRODNÍ KNIHOVNA ČESKÉ REPUBLIKY *Klementinum 190 110 00 Praha 1 Czech Republic*, NASJONALBIBLIOTEKET *P.O. Box 2674 Solli N-0203 Oslo Norway*, NATIONAL ARCHIVES *Kew, Richmond, Surrey, TW9 4DU United Kingdom*, NATIONAL DIET LIBRARY, JAPAN *1-10-1, Nagatacho, Chiyoda-ku, Tokyo, 100-8924, Japan*, NATIONAL LIBRARY BOARD, SINGAPORE *100 Victoria Street Singapore 188064*, NATIONAL LIBRARY OF AUSTRALIA *Parkes Place Canberra ACT 2600 Australia*, NATIONAL LIBRARY OF CHINA *33# Zhongguancun Nandajie, Beijing, 100081, China*, NATIONAL LIBRARY OF ISRAEL *P.O.B. 39105 Jerusalem 91300 Israel*, NATIONAL LIBRARY OF KOREA *Banpo-ro 664, Seocho-Gu, Seoul, 137-702 Korea*, NATIONAL LIBRARY OF NEW ZEALAND *cnr Molesworth & Aitken Streets P.O. Box 1467 Wellington 6140 New Zealand*, NATIONAL LIBRARY OF SCOTLAND *312-320 Lawnmarket Edinburgh EH1 2PJ Scotland United Kingdom*, NETARCHIVE.DK *The Royal Library Postbox 2149 DK-1016 Copenhagen Denmark*, ÖSTERREICHISCHE NATIONALBIBLIOTHEK *Josefsplatz 1, A-1015 Wien Austria*, SCHWEIZERISCHE NATIONALBIBLIOTHEK *Hallwylstrasse 15 3003 Bern Switzerland*, UNITED STATES GOVERNMENT PRINTING OFFICE *732 North Capitol Street NW Washington, DC 20401 United States*, UNIVERSITY OF NORTH TEXAS LIBRARIES *1155 Union Circle #305190 Denton, Texas 76203-5017 United States*, VIRTUAL KNOWLEDGE STUDIO – ROYAL NETHERLANDS ACADEMY FOR ARTS AND SCIENCES *Cruquiusweg 31 1019 AT Amsterdam The Netherlands*.

PREAMBLE

WHEREAS,

In a former Agreement signed on July 24th 2003, the Parties formed a Consortium called the “International Internet Preservation Consortium” (“the Consortium”). Through this decision, they acknowledged the importance of international collaboration for preserving Internet content for future generations. The Consortium principles and objectives remain to:

- work collaboratively, within each country's legislative framework, to identify, develop and facilitate implementation of solutions for selecting, harvesting, collecting, preserving and providing access to Internet content;
- facilitate international coverage of Internet content archive collections within national legal frameworks and in accordance with each member's collection development policy;
- be a strong international advocate for initiatives and legislation that encourage the collection and preservation of and access to Internet content.

To achieve this aim, the Consortium will continue to:

- provide a forum for the sharing of knowledge about Internet content archiving;
- develop and recommend standards for collecting, preserving and providing long term access to Internet content;
- facilitate the development of appropriate and interoperable, preferably Open Source, software and tools;
- raise awareness of Internet preservation issues and initiatives through activities such as conferences, workshops, training events and publications.

WHEREAS,

In a former Agreement signed on January 25th 2007 the Parties agreed to extend the existence of the consortium for a period of three years and specified its organization;

The present Agreement extends the existence of the Consortium and specifies its organization.

NOW THEREFORE, in consideration of these principles, the Parties agree to the following:

1. DEFINITIONS

Unless otherwise specified, the following terms, where used herein, shall have the following meaning:

1.1 “Consortium” shall mean the organization whose principles and objectives were defined in the Preamble to this Agreement.

1.2 “Parties” or “Members” shall mean Libraries, Archives, Museums, other Heritage or Research institutions, or other organizations working on the collection and preservation of and access to Internet content, whose application to join the Consortium has been accepted by the Steering Committee; who are the signatories of this Agreement and/or its addenda; and who have paid the corresponding membership fee, as set out in Clause 2.1.

1.3 “Designated Representative” shall mean the one person selected by each Member of the Consortium to represent his or her institution on the General Assembly and/or on the Steering Committee, as set out in Clause 2.1.6.

1.4 The “General Assembly” is composed of all Members of the Consortium, as defined in Clause 2.1.

1.5 The “Coordinating Institution” shall be the Member that will be responsible for the overall planning, monitoring and reporting of the work, progress and Budget of the Consortium. The responsibilities of the Coordinating Institution are further set out in Clause 2.3.

1.6 The “Steering Committee” is composed of a limited number of Consortium Members who shall act as executive board of the Consortium and shall define and put into action its strategy, as defined in Clause 2.4.

1.7 The “Chair of the Consortium” or “Chair” is the representative of the Coordinating Institution who shall be in charge of supervising all Consortium activities and of chairing the Steering Committee and the General Assembly, as set out in Clause 2.3.

1.8 The “Program Officer” is the leader of the Program Coordination Committee, and the program management advisor to the Steering Committee. He or she shall have the roles and responsibilities as set out in Clause 2.6.

1.9 The “Program Coordination Committee” shall mean a dedicated committee consisting of Members who have been designated to liaison, review, and offer coordination between Working Groups, Projects and the Steering Committee. The responsibilities of the Program Coordination Committee are further set out in Clause 2.5.

1.10 The “Communications Officer” is in charge of coordinating communications, awareness and services to the Members of the Consortium. He or she is the advisor to the Steering Committee in these matters, as set out in Clause 2.7.

1.11 The “Treasurer” is in charge of monitoring the Consortium Annual Budget on behalf of the Steering Committee and under supervision of the Chair of the Consortium, as set out in Clause 2.8.

1.12 A “Project” shall mean a project organized and funded by a set of Members under a specific agreement that has obtained official approval and support from the Steering Committee as part of an Annual Work Schedule and as set out in Clause 3.1.

1.13 A “Working Group” shall mean a dedicated committee consisting of Members involved in a specific area of work and research, as defined in Clause 3.2.

1.14 The “Annual Work Schedule” sets a list of Projects with dedicated resources, which the Consortium has decided to achieve during a period of one year.

1.15 The “Strategic Plan” sets the vision, goals, main projects and priorities of the Consortium for a three-year period, in accordance with the principles and objectives detailed in the Preamble to this Agreement.

1.16 The “Consortium Annual Budget” or “Budget” shall mean the financial means of the Consortium voted on a yearly basis by the Steering Committee, as set out in Clause 5.

2. CONSORTIUM ADMINISTRATION

2.1 MEMBERSHIP OF THE CONSORTIUM

2.1.1 Libraries, Archives, Museums, other Heritage or Research institutions and other organizations working on the collection and preservation of and access to Internet content, demonstrating a significant experience or level of commitment in the field of Web Archiving are entitled to apply for membership of the Consortium. There shall be no cap on the number of members. Applications are reviewed by the Steering Committee which then holds a vote to decide whether or not to accept the application.

2.1.2 Institutions who have already been accepted by the Steering Committee shall sign the current Agreement. Institutions wishing to join the Consortium after this Agreement has been signed must sign an addendum accepting the Agreement on the same terms as the Parties, including but not limited to payment of the membership fee as set out in Clause 2.1.3.

2.1.3 Membership is dependent on the payment of an annual fee. Fees are divided into three bands dependent on each Member’s annual budget. Each Member shall contribute to the budget of the Consortium as specified in Clauses 2.1, 3.1 and 5.

2.1.4 As a complementary contribution apart from membership fee, each Member may decide to bring further support to the Consortium. This support can take the form of financial contribution, industry collaboration or human expertise and workforce.

2.1.5 It is expected that Members will be active in the work of the consortium by joining Working Groups and contributing to Projects and relevant activities, as set out in Clauses 3.1 and 3.2.

2.1.6 Each Member shall appoint a Designated Representative who will be a Member of the General Assembly and possibly the Steering Committee. Each Designated Representative shall be responsible for coordinating the tasks and activities of the personnel of the institution to which he or she belongs.

2.1.7 Membership of the Consortium allows or facilitates access to information, networks and services such as tools and standards documentation, conferences and training programs provided by the Consortium.

2.2 GENERAL ASSEMBLY

2.2.1 The Designated Representatives of the Members of the Consortium shall meet in General Assembly once a year. Attendance at the General Assembly is strongly encouraged but is not a requirement of Membership.

2.2.2 The General Assembly meetings are chaired by the Chair of the Consortium. Proceedings of the General Assembly shall be documented in minutes, archived and made available on the Consortium website by the Communications Officer on behalf of the Chair.

2.2.3 During General Assembly meetings, the Chair of the Consortium, the Program Officer, the Communications Officer and the Treasurer shall present the Consortium with a technical report and a communications report, along with the financial report. These reports present an assessment of the Work Schedule of the previous year and the Work Schedule proposed for the next year.

2.2.4 Any Member of the Consortium can host the General Assembly meeting.

2.2.5 Votes on issues requiring the consultation of all the Members may also be held online using the means put in place by the Communications Officer, as set out in Clause 2.7.3.

2.3 COORDINATING INSTITUTION, CHAIR OF THE CONSORTIUM

2.3.1 The Coordinating Institution is designated by the Steering Committee from among its Members during the last quarter of each year, with its mandate starting on the 1st January of the following year. The Coordinating Institution will be in charge for a period of one year following its designation unless otherwise determined by the Steering Committee during this period. If the Coordinating Institution needs to be replaced, the Steering Committee shall then appoint a new Coordinating Institution from among the Steering Committee Members.

2.3.2 The Coordinating Institution appoints from among its staff members a person who is in charge of chairing the Steering Committee and the Consortium at large. This person is named the Chair of the Consortium and is in charge for a period of one year following his or her designation unless otherwise determined by the Steering Committee. If the Chair of the Consortium is replaced by the Steering Committee, wishes to resign or is otherwise prevented from continuing his or her appointment, the Coordinating Institution shall then propose from among its staff members a new person to chair the Consortium.

2.3.3 The Coordinating Institution is responsible for overall planning and will monitor and report on the activities and the Budget of the Consortium.

2.3.4 The Chair of the Consortium's main tasks are:

- to prepare and report on the use of the Budget;
- to organize and chair the meetings of the Steering Committee and of the General Assembly.

The Chair of the Consortium may delegate some of these tasks to the Program Officer, to the Communications Officer and to the Treasurer.

2.4 STEERING COMMITTEE

2.4.1 The Steering Committee shall be composed of no more than 15 Members who shall act as the executive board of the Consortium.

Three seats on the Steering Committee will be reserved for Members serving in a leadership role: i.e. those who hold the posts of Program Officer, Communications Officer, and Treasurer. These posts are designated by the members of the Steering Committee, as set out in Clauses 2.6, 2.7 and 2.8.

During the period of the present Agreement a system shall be put in place whereby the remaining twelve seats will be open to renewal by nomination and voting by the General Assembly, with no more than five seats nominated and voted on each year. Under this system Steering Committee Members appointed after a vote by the General Assembly will serve three-year terms. There will be no limit on the number of terms a Member may serve on the Steering Committee.

At the Commencement Date of the present Agreement the Steering Committee is composed of fourteen Members. Three Members have been approved to hold the aforementioned leadership roles for a three-year period:

Internet Archive (Program Officer)
Library of Congress (Communications Officer)
National Library of France (Treasurer)

Four Members have been approved for three-year terms under the new system:

Austrian National Library
The British Library
National and University Library of Iceland
National Library of New Zealand

The remaining seven Members retain their seats from the period of the previous Agreement; these seats will become subject to renewal during the period of the present Agreement:

National Library Board, Singapore
California Digital Library
Library and Archives Canada
National Library of Norway
National Library of Sweden
National Library of the Netherlands
Netarchive.dk

In the last quarter of the first year of the new Consortium period the seats of up to five Current Steering Committee Members will be open for renewal, the Members concerned being chosen on a voluntary basis. These Members will be automatically nominated for another term unless an institution wishes to discontinue its participation on the Steering Committee, in which case it can choose to withdraw its name from nomination. Additional nominees may be added to the list of possible candidates by either the Steering Committee or the General Assembly, and voting will be held to determine which institutions occupy the available seats for a three-year term, with the mandate starting on the 1st January of the following year.

In the last quarter of the second year of the new consortium period, up to five remaining seats will be open for renewal for a three-year term via nomination and election by the General Assembly, following the mechanism previously described.

In order to qualify for nomination and election to the Steering Committee, a Member of the Consortium must have participated actively in a Working Group or Project for at least one year. Furthermore, during each year of service on the Steering Committee, each Steering Committee Member shall participate fully in at least one activity of the Consortium beyond attendance at and participation in the Steering Committee meetings. For the purposes of this Agreement, participation means attending the specific meetings and actively contributing to the expected deliverables of the Program Coordination Committee, a Project or a Working Group. Participation may also involve specific financial contributions or service in a leadership role within the Steering Committee as Chair, Communications Officer, Program Officer, or Treasurer.

Members of the Steering Committee who show no significant involvement in the Steering Committee's activities nor attend its meetings on a regular basis may be asked by the Steering Committee to leave their seat at the Steering Committee.

2.4.2 The Steering Committee shall be chaired by the Chair of the Consortium, as set out in Clause 2.3.

2.4.3 The Steering Committee shall meet in person at least two times a year. Attendance at Steering Committee meetings can be via teleconference, however the Member must request in advance the authorization of the Chair of the Consortium. Such a request must be made sufficiently in advance of

the meeting to allow the necessary technical arrangements to be made by the Communications Officer.

Extraordinary Steering Committee meetings may be organized at the request of at least two Steering Committee Members to address any urgent issues such as approving a Project requiring financial commitments. Those extraordinary meetings should be organized by telephone, videoconference or other virtual means provided that decisions are confirmed in writing within fifteen days thereafter.

Each Steering Committee meeting agenda is prepared by the Chair, who may delegate this task to the Program Officer or to the Communications Officer.

The quorum for Steering Committee meetings shall consist of two thirds of the Steering Committee Members.

Voting at Steering Committee meetings shall be by "show of hand" and decisions passed by majority of those present. If there is a deadlock, the Chair of the Consortium will have the deciding vote. If the Designated Representative of a Member institution is unable to attend a meeting it may either send another representative from the institution to participate and vote, or nominate another Member to vote on its behalf. In both cases a request must be made in advance to the Chair of the Consortium.

For issues requiring a decision of the Steering Committee when no meeting is scheduled, voting may be held online using the means put in place by the Communications Officer, as set out in Clause 2.7.3.

The Steering Committee may request any person, whose presence may be deemed desirable, to attend a Steering Committee meeting. Such a person will attend for consultation only and will not take part in any vote.

2.4.4 The Steering Committee shall have the following exclusive powers:

- designation of the Coordinating Institution ; of the Member in charge of program coordination ; of the Member in charge of coordinating communications ; of the Member in charge of overseeing the Budget as Treasurer;
- discussion and approval of all membership applications from Libraries, Archives, Museums, other Heritage or Research institutions and other organizations working on the collection and preservation of and access to Internet content applying to join the Consortium;
- review of all Members' applications for Steering Committee and Program Coordination Committee Membership;
- definition of a Strategic Plan which shall present a vision, strategic goals and a list of Projects for a period of three years;
- definition of Annual Work Schedules which shall include a list of Projects and detailed actions, designation of Members involved in each Project, precise estimation of the required resources to be allocated, expected outcomes and results, along with relevant copyright issues and expected schedule for completion of the various tasks;
- discussion and vote of the Annual Budget and its distribution between the different activities; the vote on the Annual Budget shall be passed with a qualified majority of two thirds of the Steering Committee Members;
- negotiation of specific agreements or partnerships with a third party in order to organize technical developments, dissemination, training or communications activities related to the missions of the Consortium.

2.5 PROGRAM COORDINATION COMMITTEE

The Program Coordination Committee will be comprised of a small group of Members of the Consortium, including all Working Group leaders and others selected by the Steering Committee, who together will liaison, review, and offer coordination between Working Groups, Projects, and the Steering Committee. This group will support Projects and Working Groups where needed by providing advice, methodologies and expertise in the key area of Project management and will ensure that information and requirements are passed on to all relevant parties.

The Program Coordination Committee will be chaired by the Program Officer, who is selected by the Steering Committee as set out in Clause 2.6.

2.6 PROGRAM OFFICER

2.6.1 A person shall be designated by the Steering Committee from among the Consortium Members to provide program coordination of the Consortium. Nominations for this designation will be voted on and confirmed by the Steering Committee.

The Program Officer position is restricted to not-for-profit Member organizations of the Consortium, to avoid conflict of interest in the choice of technology to be used by the Consortium.

2.6.2 The Program Officer will be in charge for a period of three years following his or her designation unless otherwise determined by the Steering Committee during this period. If the Program Officer is replaced by the Steering Committee, wishes to resign or is otherwise prevented from continuing his or her appointment, the Steering Committee shall then appoint a replacement from among the Consortium Members.

2.6.3 The Program Officer's main tasks are:

- to develop the Consortium's technical strategy and coordinate project development activities
- to coordinate the activities, chair and organize the meetings of the Program Coordination Committee;
- to define a methodology for Projects of the Consortium
- to ensure accountability for Projects. Accountability is taken to mean the setting of verifiable goals and deliverables which must be met before the Steering Committee can authorize the Treasurer to proceed to payment for the Project.

2.7 COMMUNICATIONS OFFICER

2.7.1 A Member shall be designated by the Steering Committee from among its Members in order to coordinate the communications of the Consortium. This Member will be in charge for a period of three years following its designation unless it is dismissed by the Steering Committee during this period. If this Member is dismissed, the Steering Committee shall then appoint a new one from among the Steering Committee Members.

2.7.2 The Member in charge of communications appoints among its staff members a person who is named Communications Officer. This person is in charge for a period of three years following his or her designation unless dismissed by the Steering Committee. If the Communications Officer is dismissed by the Steering Committee, wishes to resign or is otherwise prevented from continuing his or her appointment, his or her institution shall then propose from among its staff members a new person as Communications Officer.

2.7.3 The Communications Officer's main tasks are to:

- coordinate the Consortium communications, including conferences and workshops and participation at conferences other than those specifically designed by the Consortium;
- develop and coordinate services to the Consortium Members, including training Programs and specific services addressed to new Members;
- produce the agenda and minutes, and ensure the timely distribution of relevant papers (circulated at least one week before each meeting), the archiving and the dissemination of Steering Committee and General Assembly documents;
- organize and document all votes held by the General Assembly and the Steering Committee. This includes the organization of secure online voting as necessary;
- set up and manage a Consortium website for public information on the Consortium's activity and dissemination of results;
- set up and manage an internal Consortium website to guarantee that all partners can have access to all Consortium related documents, including minutes, reports, plans and other working papers, at any time, and provide Members with appropriate means for their online communication (discussion list, document libraries, calendar, list of Members).

2.8 TREASURER

2.8.1 A Member shall be designated by the Steering Committee from among its Members in order to be the Treasurer of the Consortium. This Member will be in charge for a period of three years following its designation unless it is dismissed by the Steering Committee during this period. If this Member is dismissed, the Steering Committee shall then appoint a new one from among the Steering Committee Members.

2.8.2 The designated Member appoints among its staff members a person who is named Treasurer of the Consortium. This person is in charge for a period of three years following his or her designation unless dismissed by the Steering Committee. If the Treasurer is dismissed by the Steering Committee, wishes to resign or is otherwise prevented from continuing his or her appointment, his or her institution shall then propose from among its staff members a new person as Treasurer.

2.8.3 If the Steering Committee deems it necessary, the function of Treasurer can be combined with the function of Communications Officer, Program Officer or Chair of the Consortium.

2.8.4 The Treasurer's main tasks are to:

- prepare and monitor the Annual Budget on behalf of the Chair of the Consortium. The Budget shall be prepared in light of the Work Plan and recommendations made by the Program Officer and the Communications Officer on behalf of the Steering Committee;
- collect the contributions of each Member to the Annual Budget, as set out in Clause 5;
- ensure that the Budget is spent according to the decisions of the Steering Committee and in accordance with the rules and legislation of the Member designated as Treasurer.

2.9 COMPENSATION FOR MEMBERS SERVING AS COMMUNICATIONS OFFICER, PROGRAM OFFICER, AND TREASURER

Financial compensation will be offered to the Members serving as Communications Officer, Program Officer, and Treasurer, on a case-by-case basis as follows:

- Travel costs for the Communications Officer, Program Officer and Treasurer to Consortium meetings will be paid by the Consortium. This covers the General Assembly meeting, Steering Committee meetings, and other important technical meetings approved by the Steering Committee.
- In addition to the reimbursement of traveling expenses for the Communications Officer, the Program Officer and the Treasurer, financial compensation may be granted for the institutions serving these three roles, at the discretion of the Steering Committee. Such compensation may be in the form of a membership fee waiver or direct financial compensation. The form and the amount of any compensation shall be defined or confirmed each year by the Steering Committee as part of the Annual Budget decision for the following year.

3. PROJECT MANAGEMENT

3.1 PROJECTS

3.1.1 The Consortium may provide support to a specific Project (hereinafter referred to as "Project"), such as a software development, as part of its Strategic Plan and Annual Work Schedule, either by providing financial or technical support and expertise or by helping the Project obtain external funding.

3.1.2 At least two Members are required to propose a Project and define its methods of funding. Project proposals shall be made according to the Project methodology and documentation defined by the Program Officer, in particular regarding the setting of verifiable goals and deliverables. These goals and deliverables shall allow the progress or the completion of the Project to be assessed before interim or final payments are made by the Consortium, as set out in Clause 5.1. Proposals relating to new Projects shall be made to the Program Officer, who shall report to the Steering Committee. The decision to support a Project is taken by the Steering Committee.

3.1.3 The Members participating in the Project shall prepare and sign a separate agreement for the Project. The Project leader shall provide progress reports as requested by the Steering Committee.

3.1.4 The Project can include external partners and can be jointly supported by other bodies.

3.2 WORKING GROUPS

3.2.1 In areas of research for which a more flexible and informal organization is needed than in the Project approach detailed in Clause 3.1, Working Groups can be formed.

3.2.2 Working Groups shall meet and work in a manner and for a period matching the scope and ambition of their objectives, with support and assistance from the Program Coordination Committee as needed, as set out in Clause 2.5.

3.2.3 Each Working Group shall have two co-leaders, who are jointly in charge of organizing the activities of the Working Group. Working Group leaders are designated by the Steering Committee.

3.2.4 All Working Group communications and dissemination shall be coordinated with the Communications Officer, who will assist as needed in communicating to Working Group members or the General Assembly.

3.2.5 It shall be the responsibility of the Working Group leaders to ensure that individuals with skills and expertise related to project management and communications and dissemination are available in the working groups.

4. DISSEMINATION OF THE WORKS OF THE CONSORTIUM AND CONFIDENTIALITY

4.1 The Steering Committee is responsible for supervising communication within the Consortium and with the general public. As set out in Clause 2.7, Members of the Consortium shall coordinate with the Communications Officer on behalf of the Steering Committee prior to issuing any publications about the work of the Consortium (e.g. presentations, publications, press releases, website policy). Any Member of the Consortium participating in a symposium where he or she intends to present Consortium activities or talk on its behalf shall inform the Steering Committee beforehand by coordinating with the Communications Officer.

4.2 In the course of the Agreement, the Steering Committee shall determine the extent of the disclosure of the technical and strategic information related to the Consortium activity.

4.3 Each Member shall retain rights of disclosure necessary to fulfil any reporting responsibility vis-à-vis their respective governing bodies, governments, audit or as otherwise required by national law.

4.4 International conferences on Web Archiving will be organized on a regular basis. The Communications Officer has the responsibility of coordinating the organization of these conferences on behalf of the Steering Committee.

5. BUDGET

5.1 Financial commitments and expenses of the Consortium shall respect the following principles:

- the Consortium Budget will cover administrative and communication expenses among others, including the development and maintenance of the internal and external websites, and administrative fees such as those due to conversion between different currencies;
- the Consortium can partially or fully fund Projects defined in its Annual Work Schedule or Strategic Plan. Support can include funds for the employment of dedicated experts by one or more of the Members. Payment will only be authorized by the Steering Committee once a Project has met the appropriate goals and deliverables according to the Project methodology defined by the Program Officer, as set out in Clauses 2.6 and 3.1;
- the Consortium will refund travel expenses for the Program Officer, the Communications Officer and the Treasurer, as set out in Clause 2.9. The Consortium may also refund the travel expenses of other Members on an ad hoc basis with the explicit authorization of the Steering Committee. Members shall be reimbursed such costs on the basis of their respective institutions' scales of expenses;
- the Consortium will fund the organization of conferences, workshops and training sessions as deemed necessary by the Steering Committee. The Consortium may refund reasonable costs of transportation, lodging, meals, and incidental expenses associated with the travel of individuals

who are invited to participate in these events but are not Consortium Members. Such reimbursements require the explicit authorization of the Steering Committee.

5.2 Income of the Consortium comes from:

- Consortium membership fees;
- specific contributions of Members or other third parties for Projects;
- settlements from external bodies or sponsors and all other forms of income and resources authorized by applicable laws and regulations.

5.3 The Consortium Annual Budget and the contribution of each Member of the Consortium to the Budget will be discussed and voted on by the Steering Committee, at the end of each calendar year, on the basis of the report made by the Chair of the Consortium.

5.4 The Treasurer of the Consortium is in charge of preparing and monitoring the Budget on behalf of the Chair of the Consortium, as set out in Clause 2.8.

6. COMMENCEMENT AND TERMINATION

6.1 The duration of the Agreement shall be for a three-year period effective as of the date of the signature of the Agreement by the last of all the Parties, referred to as “the Commencement Date”. This period is set regardless of later extensions of the Consortium to new Members, as set out in Clause 2.1.2. At the end of this period the Parties will decide on the terms of its renewal.

6.2 This present Agreement may be terminated forthwith by decision of a two-thirds majority of the Steering Committee. Any residual budget will be returned to the Members, after deducting necessary closing costs, in proportion to their contributions.

6.3 Each Member may withdraw from the Consortium at the end of each calendar year provided that the other Members of the Consortium are informed about the decision, with at least a two months prior written notice. No refunds of contributed or committed funds will be made to the Member that has chosen to withdraw.

6.4 If a Member has not paid its Membership fees by 1st July of the year in question, the Steering Committee is entitled to terminate its Membership of the Consortium without further notice.

6.5 In the event that one or more Members choose to withdraw from the Consortium, the Steering Committee will meet to decide whether to continue with such modifications or adjustments as may be necessary or appropriate to the Budget or activity schedule. The Steering Committee may propose that the Agreement will be continued at a lower level of funding if all remaining Parties are in agreement, or another party subject to the prior approval of the Steering Committee may replace the Member that has chosen to withdraw.

6.6 In the event that agreement cannot be reached by the remaining Members, then the Steering Committee shall have the power to terminate the Agreement. Any residual budget will then be returned to the Members, after deducting necessary closing costs, in proportion to their contributions.

7. LIABILITY OF THE CONSORTIUM MEMBERS

The Members of the Consortium are independent parties and nothing herein shall be construed as creating an employment, agency, or joint venture or partnership relationship among them.

No Member of the Consortium shall have the right, power or authority to enter any agreement for or on behalf of, or incur any obligation or liability, or to otherwise bind the other Members.

Subsequent agreements among Members in furtherance of the goals of this Agreement shall include provisions related to liability, consistent with the national laws of each Member agreeing to participate in such subsequent agreements.

8. FORCE MAJEURE

No Members of the Consortium shall be deemed to be in default under this Agreement, if its failure to fulfill any obligation under this Agreement is caused by war, civil war, fire, riot, national strike, any other event or action of a government authority, the total inability to obtain supplies and any other event beyond the reasonable control of the Members.

The Members of the Consortium which are unable to perform for such reason shall notify the Steering Committee without delay of the nature and cause of the delay in performance of its obligation and of the estimated duration of the delay in performance.

9. GENERAL PROVISIONS

9.1 Assignment

No Member shall transfer or assign this Agreement, or any right or obligation under it, without the prior written consent of the Steering Committee.

9.2 Severability

In the event that any one or more of the stipulations of this Agreement shall be found to be invalid, unenforceable or illegal, such invalidity, unenforceability, or illegality shall not affect any other stipulation of this Agreement and the Agreement shall remain in force and shall be construed as if such invalid, unenforceable or illegal stipulation had never been contained herein, unless the Steering Committee deems this stipulation to be essential to the Agreement.

9.3 Entire Agreement

This Agreement constitutes the entire agreement between the Parties and all the Members of the Consortium in respect to the subject matter hereof and supersedes any previous agreements, modifications, amendments or waivers relating to the subject matter hereof.

9.4 No amendment or modification shall be effective unless made in writing and duly approved by each member of the Steering Committee. It is moreover expressly provided that all exhibits attached hereto are deemed to constitute an integral part of this Agreement.

10. APPLICABLE LAW

This Agreement and any dispute arising hereunder shall be governed by French law and shall be subject to the competence of the French courts.

APPENDIX 1

1.1 For the first calendar year (ending December 2010) of the Consortium, the participation fees are set as follow, based on the Annual Operating Budget of the Members:

Annual Operating Budget (OB) in millions euros	Membership Dues in euros for 12 months
<10	2000
10<OB<50	4000
OB>50	8000

1.2 Membership for future years will remain at approximately the same level, allowing for inflation.