

DATE: January 25, 2007

CONSORTIUM AGREEMENT
For
International Internet Preservation Consortium

BETWEEN:

BIBLIOTHÈQUE NATIONALE DE FRANCE,
THE BRITISH LIBRARY BOARD,
INTERNET ARCHIVE,
KANSALLISKIRJASTO,
KUNGL. BIBLIOTEKET - THE NATIONAL LIBRARY OF SWEDEN,
LANDSBÓKASAFN ÍSLANDS - HÁSKÓLABÓKASAFN,
LIBRARY AND ARCHIVES CANADA,
THE LIBRARY OF CONGRESS,
NASJONALBIBLIOTEKET,
NATIONAL LIBRARY OF AUSTRALIA,
NETARCHIVE.DK.

THIS AGREEMENT is made between BIBLIOTHÈQUE NATIONALE DE FRANCE *Quai François Mauriac 75706 Paris Cedex 13 France*, THE BRITISH LIBRARY BOARD *96 Euston Road London NW1 2DB United Kingdom*, INTERNET ARCHIVE *The Presidio of San Francisco 116 Sheridan Avenue, Box 29244, San Francisco, CA 94129 United States*, KANSALLISKIRJASTO *PL 15 (Unioninkatu 36) 00014 HELSINGIN YLIOPISTO Finland*, KUNGL. BIBLIOTEKET - THE NATIONAL LIBRARY OF SWEDEN *Box 5039 S-102 41 Stockholm Sweden*, LANDSBÓKASAFN ÍSLANDS - HÁSKÓLABÓKASAFN *Arngrimsgrata 3 IS-107 Reykjavik Iceland*, LIBRARY AND ARCHIVES CANADA *395 Wellington St. Ottawa ON Canada K1A 0N4*, THE LIBRARY OF CONGRESS *LM 637 , 101 Independence Avenue, S.E., Washington D.C. 20540 United States*, NASJONALBIBLIOTEKET *P.O. Box 2674 Solli N-0203 Oslo Norway*, NATIONAL LIBRARY OF AUSTRALIA *Parkes Place Canberra ACT 2600 Australia*, NETARCHIVE.DK *The Royal Library Postbox 2149 DK-1610 Copenhagen K Denmark*.

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 individual national collection development policies;
- be a strong international advocate for initiatives and legislation that encourage the collection, preservation 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.

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” shall mean Libraries, Archives, Museums or other Heritage or Research institutions, which are the signatories of this Agreement and/or its addenda, as set out in Clause 2.3.

1.3 “Members” are the “Parties” whose application to join the Consortium was accepted by the Steering Committee, and who have paid the corresponding membership fee, as set out in Clause 2.1.

1.4 “Designated Representative” means 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 2.1.5.

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

1.6 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 2.4.

1.7 The “Steering Committee” is composed of a limited number of Consortium Members who shall act as executive board of the Consortium, as defined in Clause 2.5.

1.8 The “Chair of the Consortium” or “Chair” is the Designated 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 2.4.

1.9 The “Technical Committee” shall mean a dedicated committee consisting of Members who have been designated to supervise and promote the tools, software and technical framework developed by the Consortium. The responsibilities of the Technical Committee are further set out in Clause 2.6.

1.10 The “Technical Officer” is the leader of the Technical Committee and the technical advisor to the Steering Committee. He or she shall have the roles and responsibilities, as set out in Clause 2.7.

1.11 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 2.8.

1.12 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 2.9.

1.13 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.

1.14 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.

1.15 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.

1.16 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.

1.17 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 TO THE CONSORTIUM

2.1.1 Libraries, Archives, Museums and other Heritage or Research institutions demonstrating a significant experience or level of commitment in the field of Web Archiving are entitled to apply for membership to the Consortium. Applications are reviewed and accepted by the Steering Committee.

2.1.2 Membership to 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.

2.1.3 Membership 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, 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 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.

2.2 GENERAL ASSEMBLY

2.2.1 All Designated Representatives of the Members of the Consortium shall meet in General Assembly once a year.

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 outgoing Chair and the new Chair of the Consortium, the Technical Officer and the Communications Officer shall present the Consortium scientific and technical 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.

2.3 PARTIES

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 an annual membership fee.

2.4 COORDINATING INSTITUTION, CHAIR OF THE CONSORTIUM

2.4.1 The Coordinating Institution is designated by the Steering Committee from among its Members at the first quarter of every year. The Coordinating Institution will be in charge for a period of one year following its designation unless it is dismissed by the Steering Committee during this period. If the Coordinating Institution is dismissed, the Steering Committee shall then appoint a new Coordinating Institution from among the Steering Committee Members.

2.4.2 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 dismissed by the Steering Committee. If the Chair of the Consortium is dismissed 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.

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

2.4.4 The Chair of the Consortium's main tasks are to:

- prepare and report on the use of the Budget;
- 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 Technical Officer, to the Communications Officer and to the Treasurer.

2.5 STEERING COMMITTEE

2.5.1 The Steering Committee shall be composed of no more than 15 members who shall act as executive board of the Consortium. Those members are:

- the Designated Representatives of the Members who proved to be active contributors during the first period of existence of the Consortium and who confirm their commitment for the new Agreement period by signing this Agreement;
- the Designative Representatives of new Members, who are invited by the Steering Committee.

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.

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 in the Technical Committee, to a Project or to a Working Group means contributing to the expected deliverables and attending the specific meetings. Participation may also involve specific financial contributions or service in a leadership role within the Steering Committee as Chair, Communications Officer, Technical 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.

2.5.2 The Steering Committee shall be chaired by the Designated Representative of the Coordinating Institution, i.e., the Chair of the Consortium.

2.5.3 The Steering Committee shall meet at least two times a year. 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.

Attendance at Steering Committee, Technical Committee or Working Group meetings can be via teleconference when requested in advance by a Member of such group to the Chair of the Consortium.

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

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

Voting 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.

2.5.4 The Steering Committee shall have the following exclusive powers:

- designation of the Coordinating Institution ; of the Member in charge of technical coordination ; of the Member in charge of coordinating communications ; of the Member in charge of appointing the Treasurer;

- discussion and approval of all membership applications from Libraries, Archives, Museums and other Heritage or Research institutions applying to join the Consortium;

- review of all Members' applications to Steering Committee and Technical 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 Consortium missions.

2.6 TECHNICAL COMMITTEE

2.6.1 The Technical Committee shall be composed of no more than 10 Members appointed by the Steering Committee.

Members of the Technical Committee shall be the leaders and experts involved in the core areas of research and activity coordinated by the Technical Committee as defined in the Consortium Strategic Plan.

The Technical Officer is the leader of the Technical Committee, as set out in Clause 2.7.

The Technical Committee may request any person, whose presence may be deemed desirable, to attend its meetings. Such a person will attend for consultation only and will not take part in any decision.

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

2.6.2 The Technical Committee's mission is to ensure the consistency of all technical decisions taken by the Consortium. It serves as a pool of technical expertise and a permanent supervising and coordinating structure within the Consortium.

The Technical Committee shall give recommendations to the Steering Committee regarding technical strategic decisions.

The Technical Committee shall coordinate communications and activities between the Project and Working Group leaders.

2.6.3 The Technical Committee shall have the following powers:

- evaluation of Project proposals;
- proposals to the Steering Committee for the establishment of Working Groups and their disbanding;
- designation of Project leaders and Working Group leaders;
- review of reports and deliverables produced by Project leaders and Working Group leaders.

2.6.4 All Members of the Consortium shall benefit from the methodologies and tools developed under supervision of the Technical Committee.

2.7 TECHNICAL OFFICER

2.7.1 A Member shall be designated by the Steering Committee from among its Members in order to lead the Technical Committee. 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 among the Steering Committee Members.

2.7.2 The Member leading the Technical Committee appoints among its staff members a person who is named Technical 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 Technical 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 among its staff members a new person to lead the Technical Committee.

2.7.3 The Technical Officer's main tasks are to:

- coordinate the activities, chair and organize the meetings of the Technical Committee;
- ensure that all activities run by Projects and Working Groups are in line with the overall goals, principles and Strategic Plan of the Consortium;
- prepare a progress report based on reports prepared by Project and Working Group leaders at least two weeks before each meeting;
- advise the Steering Committee and write a recommendation report for potential acceptance of Project proposals after they have been reviewed by the Technical Committee.

2.8 COMMUNICATIONS OFFICER

2.8.1 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 among the Steering Committee Members.

2.8.2 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 among its staff members a new person as Communications Officer.

2.8.3 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, timely distribution of relevant papers (circulated at least one week before each meeting), archiving and disseminating of Steering Committee and General Assembly documents;
- 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).

2.9 TREASURER

2.9.1 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 among the Steering Committee Members.

2.9.2 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 among its staff members a new person as Treasurer.

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

2.9.4 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 Technical 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;
- insure that the Budget is spent according to the decisions of the Steering Committee and of the rules and legislation of the Member designated as Treasurer.

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. Proposals relating to new Projects shall be made to the Technical Officer, who shall report to the Steering Committee. The decision to support a Project is taken by the Steering Committee. As set out in Clause 2.6.3, Project leaders are designated by the Technical Committee.

3.1.3 The Members participating in the Project shall prepare and sign a separate agreement for the Project. The Project leader shall report annually to 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, under supervision of the Technical Committee.

3.2.3 Working Group leaders are designated by the Technical Committee whose members are also in charge of reviewing their reports and deliverables, as set out in Clause 2.6.3.

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 2.8, 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 fulfill 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 every second year. 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;
- 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;
- the Consortium will not refund travel expenses for its Members with the exception of the travel costs of the Technical Officer and of the Communications Officer who 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 will budget for, and bear 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.

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 2.9.

6. COMMENCEMENT AND TERMINATION

6.1 The Agreement shall be effective upon the date of the signature by the institutions who proved to be active contributors during the first period of existence of the Consortium and who are listed in this Agreement before the Preamble section. The period of the Agreement shall be for a three-year period starting on the date of the signature of the Agreement by the last of all these Parties and is referred as "the Commencement Date". This period is set regardless of later extensions of the Consortium to new Members, as set out in Clause 2.1.3.

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 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 withdrew.

6.5 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.

IN WITNESS WHEREOF, the authorized signatures of the Parties hereto have executed this Agreement the day and year first before written.

On behalf of BIBLIOTHÈQUE NATIONALE DE FRANCE

Signed:.....

Name:.....

Title:.....

Date:.....

IN WITNESS WHEREOF, the authorized signatures of the Parties hereto have executed this Agreement the day and year first before written.

On behalf of THE BRITISH LIBRARY BOARD

Signed:.....

Name:.....

Title:.....

Date:.....

IN WITNESS WHEREOF, the authorized signatures of the Parties hereto have executed this Agreement the day and year first before written.

On behalf of KANSALLISKIRJASTO

Signed:.....

Name:.....

Title:.....

Date:.....

IN WITNESS WHEREOF, the authorized signatures of the Parties hereto have executed this Agreement the day and year first before written.

On behalf of INTERNET ARCHIVE

Signed:.....

Name:.....

Title:.....

Date:.....

IN WITNESS WHEREOF, the authorized signatures of the Parties hereto have executed this Agreement the day and year first before written.

On behalf of KUNGL. BIBLIOTEKET - THE NATIONAL LIBRARY OF SWEDEN

Signed:.....

Name:.....

Title:.....

Date:.....

IN WITNESS WHEREOF, the authorized signatures of the Parties hereto have executed this Agreement the day and year first before written.

On behalf of LANDSBÓKASAFN ÍSLANDS - HÁSKÓLABÓKASAFN

Signed:.....

Name:.....

Title:.....

Date:.....

IN WITNESS WHEREOF, the authorized signatures of the Parties hereto have executed this Agreement the day and year first before written.

On behalf of LIBRARY AND ARCHIVES CANADA

Signed:.....

Name:.....

Title:.....

Date:.....

IN WITNESS WHEREOF, the authorized signatures of the Parties hereto have executed this Agreement the day and year first before written.

On behalf of THE LIBRARY OF CONGRESS

Signed:.....

Name:.....

Title:.....

Date:.....

IN WITNESS WHEREOF, the authorized signatures of the Parties hereto have executed this Agreement the day and year first before written.

On behalf of NASJONALBIBLIOTEKET

Signed:.....

Name:.....

Title:.....

Date:.....

IN WITNESS WHEREOF, the authorized signatures of the Parties hereto have executed this Agreement the day and year first before written.

On behalf of NATIONAL LIBRARY OF AUSTRALIA

Signed:.....

Name:.....

Title:.....

Date:.....

IN WITNESS WHEREOF, the authorized signatures of the Parties hereto have executed this Agreement the day and year first before written.

On behalf of NETARCHIVE.DK

Signed:.....

Name:.....

Title:.....

Date:.....

The Parties hereto have caused this Agreement to be duly executed by their duly authorized representatives.

APPENDIX 1

1.1 For the first calendar year (ending December 2007) 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 For participants who join the Consortium later during the first calendar year, the annual fee will be pro-rated for the year from the effective date of participation.

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