

2016-2020
CONSORTIUM AGREEMENT
of the
International Internet Preservation Consortium

Between:

BIBLIOTECA NACIONAL DE ESPAÑA (NATIONAL LIBRARY OF SPAIN)
BIBLIOTHEQUE NATIONALE DE FRANCE (NATIONAL LIBRARY OF FRANCE)
THE BRITISH LIBRARY BOARD (U.K.)
DEUTSCHE NATIONALBIBLIOTHEK (GERMAN NATIONAL LIBRARY)
INTERNET ARCHIVE (U.S.)
KONINKLIJKE BIBLIOTHEEK (NATIONAL LIBRARY OF THE NETHERLANDS)
LANDSBOKASAFN ISLANDS – HASKOLABOKASAFN (NATIONAL AND UNIVERSITY LIBRARY OF ICELAND)
LIBRARY AND ARCHIVES CANADA
THE LIBRARY OF CONGRESS (U.S.)
NASJONALBIBLIOTEKET (NATIONAL LIBRARY OF NORWAY)
NATIONAL LIBRARY BOARD, SINGAPORE
ROYAL LIBRARY, DENMARK on behalf of NETARCHIVE.DK
SCHWEIZERISCHE NATIONALBIBLIOTHEK (SWISS NATIONAL LIBRARY)
STANFORD UNIVERSITY LIBRARIES (U.S.)
UNIVERSITY OF NORTH TEXAS LIBRARIES (U.S.)

In their role as members of the Steering Committee of the International Internet Preservation Consortium at the Commencement Date of the present Agreement

THIS AGREEMENT is made between BIBLIOTECA NACIONAL DE ESPAÑA *Paseo de Recoletos, 20 – 28071 Madrid, Spain*, BIBLIOTHÈQUE NATIONALE DE FRANCE *Quai François Mauriac 75706 Paris Cedex 13 France*, THE BRITISH LIBRARY BOARD *96 Euston Road London NW1 2DB United Kingdom*, DEUTSCHE NATIONALBIBLIOTHEK *Adickesallee 1 60322 Frankfurt am Main Germany*, INTERNET ARCHIVE *The Presidio of San Francisco 116 Sheridan Avenue, Box 29244, San Francisco, CA 94129 United States*, KONINKLIJKE BIBLIOTHEEK *Prins Willem-Alexanderhof 5 P.O. Box 90407 2509 LK The Hague The Netherlands*, LANDSBÓKASAFN ÍSLANDS -HÁSKÓLABÓKASAFN *Arngrimgata 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*, NASJONALBIBLIOTEKET *P.O. Box 2674 Solli N-0203 Oslo Norway*, NATIONAL LIBRARY BOARD, SINGAPORE *100 Victoria Street, #14-01 National Library Building, Singapore 188064, Republic of Singapore*, NETARCHIVE.DK *The Royal Library Postbox 2149 DK-1016 Copenhagen Denmark*, SCHWEIZERISCHE NATIONALBIBLIOTHEK *Hallwylstrasse 15 3003 Bern Switzerland*, STANFORD UNIVERSITY LIBRARIES, *Green Library, 557 Escondido Mall, Stanford, CA 94305, United States*, UNIVERSITY OF NORTH TEXAS LIBRARIES *1155 Union Circle #305190 Denton, Texas 76203-5017 United States*

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;
- 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;

WHEREAS,

In a former Agreement signed on February 11th 2010 the Parties agreed to extend the existence of the consortium for a period of three years and specified its organization;

WHEREAS,

In a former Agreement signed on February 12th 2013 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 “Member Institutions” shall mean Libraries, Archives, Museums, other Heritage or Research institutions, or other organizations working on the collection and preservation of or access to Internet content, whose application to join the Consortium has been accepted by the Steering Committee; who have signed this Agreement or the Deed of Membership; and who have paid the corresponding membership fee, as set out in Clause 2.1.

1.3 “Parties” shall mean the signatories of this Agreement, in their role as members of the Steering Committee at the Commencement Date.

1.4 “Deed of Membership” shall mean the document that is signed by Member Institutions, thus accepting the present Agreement on the same terms as the Parties.

1.5 “Designated Representative” shall mean the one person selected by each Member Institution 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.

1.6 The “General Assembly” is composed of all Member Institutions of the Consortium, as defined in Clause 2.1.

1.7 The “Steering Committee” is composed of a limited number of Member Institutions who shall act as executive board of the Consortium and shall define and oversee action on its strategy, as defined in Clause 2.4.

1.8 The “Chair of the Consortium” or “Chair” is responsible for the overall planning, monitoring and reporting of the work, progress and Budget of the Consortium, and of chairing the Steering Committee and the General Assembly. The responsibilities of the Chair are further set out in Clause 2.3.

1.9 The “Vice-Chair of the Consortium” or “Vice-Chair” is responsible for assisting the Chair, as set out in Clause 2.3.

1.10 The “Program Officer” is in charge of coordinating the program and activities of the Consortium, as set out in Clause 2.5.

1.11 The “Communications Officer” is in charge of coordinating communications, awareness and services to the Member Institutions of the Consortium, as set out in Clause 2.6.

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 2.7.

1.13 The “Strategic Plan” sets the vision, goals, main projects and priorities of the Consortium revised and approved annually, in accordance with the principles and objectives detailed in the Preamble to this Agreement.

1.14 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 6.

1.15 The “Consortium By-Laws” or “By-Laws” shall mean the document appended to the present Agreement and accepted by the Member Institutions, defining the practical aspects of Consortium activities including project management and the organization of meetings, as set out in Clause 3.

2. CONSORTIUM ADMINISTRATION

2.1 MEMBERSHIP OF THE CONSORTIUM

2.1.1 Membership in the Consortium provides access to a community of expertise and to information and services provided by the Consortium in the domain of web archiving. 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 Member Institutions. 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 are members of the Steering Committee at the Commencement Date shall sign the current Agreement as Parties. Institutions who have already been accepted by the Steering Committee or who wish to join the Consortium after this Agreement has been signed shall sign a Deed of Membership accepting the Agreement and its By-Laws 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 dependent on each Member Institution’s annual budget and defined in appendix 1 of the present Agreement. Each Member Institution shall contribute to the budget of the Consortium as specified in Clauses 2.1, 6 and 7.4.

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

2.1.5 It is expected that Member Institutions will be active in the work of the Consortium by participating in and contributing to its activities, as set out in the By-Laws.

2.1.6 Each Member Institution shall appoint a Designated Representative who will represent the Member Institution in the General Assembly. The Designated Representative shall report to the Consortium on behalf of the Member Institution, is entitled to vote in the name of the Member Institution and, in the case of members of the Steering Committee, is entitled to attend Steering Committee meetings.

2.2 GENERAL ASSEMBLY

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

2.2.2 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 Institution to vote on its behalf. In both cases a request must be made in advance to the Chair of the Consortium.

2.2.3 The General Assembly meeting is chaired by the Chair of the Consortium. Proceedings of the General Assembly meeting shall be documented, archived and made available by the Communications Officer on behalf of the Chair.

2.2.4 During General Assembly meetings, the Chair of the Consortium and the Consortium officers shall present the Consortium with a report on their activity as specified in the By-Laws.

2.2.5 In votes of the General Assembly, decisions shall be passed by majority of those voting.

2.3 CHAIR AND VICE-CHAIR OF THE CONSORTIUM

2.3.1 The Chair of the Consortium is responsible for overall planning and will monitor and report on the activities and the Budget of the Consortium. The Chair of the Consortium serves a mandate of one year unless otherwise determined by the Steering Committee.

2.3.2 The Vice-Chair of the Consortium is responsible for assisting the Chair during his or her mandate, and therefore holds the role of Vice-Chair for a period of one year, unless otherwise determined by the Steering Committee.

2.3.3. Each year during the General Assembly meeting, the Steering Committee will designate from among its members a Chair and a Vice-Chair with a mandate of one year starting on the 1st of June of the same year. The serving Vice-Chair will be a candidate for the role of Chair.

2.3.4 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 Vice-Chair of the Consortium will serve as interim Chair for the remainder of the mandate, unless otherwise determined by the Vice-Chair and the Steering Committee.

2.3.5. 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 a Consortium officer, to a member of the Steering Committee or to a working group as described in the By-Laws.

2.3.6. The Vice-Chair of the Consortium's main tasks are:

- to assist the Chair with his/her tasks
- to act as interim Chair in case of need.

2.4 STEERING COMMITTEE

2.4.1 The Steering Committee shall be composed of no more than fifteen Member Institutions who shall act as the executive board of the Consortium. Three seats on the Steering Committee will be

reserved for Member Institutions serving in a leadership role: i.e. those who hold leadership roles for program oversight, communication oversight and treasury oversight. These posts are designated by the members of the Steering Committee, as set out in Clauses 2.5, 2.6 and 2.7. The remaining 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. The cap of five seats up for reelection may be exceeded for Member Institutions that vacate a leadership role but still want to stand for reelection. Steering Committee members thus 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 Institution may serve on the Steering Committee.

At the Commencement Date of the present Agreement the Steering Committee is composed of Member Institutions appointed under the period of the previous Agreement. Each year the seats of up to five Current Steering Committee members whose three-year mandates are expiring will be open for renewal during the General Assembly meeting. These Member Institutions 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 at their own request, 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 June of the same year.

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. Other Steering Committee meetings may be organized to address any urgent issues. Those meetings should be organized by telephone, video-conference or other virtual means.

Each Steering Committee meeting agenda is prepared by the Chair, who may delegate this task to the Program Officer or to the Communications Officer. All decisions are confirmed in writing.

2.4.4. The quorum for Steering Committee meetings shall consist of two thirds of the Steering Committee members. Decisions at Steering Committee meetings shall be by an open vote and 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 Institution 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. Online votes are passed by majority of Steering Committee members. The details of all votes shall be recorded in the minutes.

2.4.5. 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.

2.4.6. The Steering Committee shall have the following exclusive powers:

- designation of the Chair and Vice-Chair; of the Member Institution in charge of program coordination; of the Member Institution in charge of coordinating communications; of the Member Institution 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 Member Institutions' applications for Steering Committee Membership;

- approval of the Consortium's Strategic Plan which sets the vision, goals, main projects and priorities of the Consortium for the period of the Agreement, in accordance with the principles and objectives detailed in the Preamble to this Agreement. The Strategic Plan shall be reviewed annually by the Steering Committee.
- approval of Consortium activities as described in the By-Laws;
- 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 OFFICER

2.5.1 A Member Institution shall be designated by the Steering Committee from among its members in order to provide program coordination of the Consortium. This Member Institution will be in charge for a period of five years following its designation unless it is dismissed by the Steering Committee or resigns during this period. If this Member Institution is dismissed, notice shall be given to the Member Institution at least one year before this decision is effective. The Steering Committee shall then appoint a new one from among the Steering Committee members. This role 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.

2.5.2 The Member Institution in charge of program coordination commits to providing a person who will fulfill the role of Program Officer. The Member Institution may choose to appoint the Program Officer from among its staff members or to hire a non-member contractor or freelancer. The Member Institution may also hire non-member contractors or freelancers to support the work of the officer. The work of any contractor or freelancer hired to support a specific officer duty must be supervised by the Member Institution.

2.5.3 If the Steering Committee deems it necessary, the Member Institution in charge of program coordination can combine this responsibility with the responsibility of communication coordination, Treasurer, Chair or Vice-Chair of the Consortium.

2.5.4 The Program Officer's main tasks are to coordinate the Consortium activities and to support the Steering Committee in maintaining accountability for these, as described in the By-Laws.

2.6 COMMUNICATIONS OFFICER

2.6.1 A Member Institution shall be designated by the Steering Committee from among its members in order to coordinate the communications of the Consortium. This Member Institution will be in charge for a period of five years following its designation unless it is dismissed by the Steering Committee or resigns during this period. If this Member Institution is dismissed, notice shall be given to the Member Institution at least one year before this decision is effective. The Steering Committee shall then appoint a new one from among the Steering Committee members.

2.6.2 The Member Institution in charge of communications commits to providing a person who will fulfill the role of Communications Officer. The Member Institution may choose to appoint the Program Officer from among its staff members or to hire a non-member contractor or freelancer. The Member Institution may also hire non-member contractors or freelancers to support the work of the officer. The work of any contractor or freelancer hired to support a specific officer duty must be supervised by the Member Institution.

2.6.3 If the Steering Committee deems it necessary, the Member Institution in charge of communication coordination can combine this responsibility with the responsibility of program coordination, Treasurer, Chair or Vice-Chair of the Consortium.

2.6.4 The Communications Officer's main tasks are to coordinate the consortium communications and voting procedure, as described in the By-Laws.

2.7 TREASURER

2.7.1 A Member Institution shall be designated by the Steering Committee from among its members in order to manage the Budget of the Consortium. This Member Institution will be in charge for a period of five years following its designation unless it is dismissed by the Steering Committee or resigns during this period. If this Member Institution is dismissed, notice shall be given to the Member Institution at least one year before this decision is effective. The Steering Committee shall then appoint a new one from among the Steering Committee members.

2.7.2 The Member Institution in charge of the Budget commits to providing a person who will fulfill the role of Treasurer. The Member Institution may choose to appoint the Treasurer from among its staff members or to hire a non-member contractor or freelancer. The Member Institution may also hire non-member contractors or freelancers to support the work of the officer. The work of any contractor or freelancer hired to support a specific officer duty must be supervised by the Member Institution.

2.7.3 If the Steering Committee deems it necessary, the Member Institution in charge of the role of Treasurer can combine this responsibility with the responsibility of program coordination, communication coordination, Chair or Vice-Chair.

2.7.4 The Treasurer's main tasks are to prepare and monitor the Annual Budget, collect the contributions of each Member Institution to the Annual Budget as set out in Clause 6, and ensure that the Budget is spent according to the decisions of the Steering Committee.

2.8 COMPENSATION FOR MEMBER INSTITUTIONS SERVING AS COMMUNICATIONS OFFICER, PROGRAM OFFICER, AND TREASURER

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

- 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.

- 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 meetings approved by the Steering Committee.

3. CONSORTIUM BY-LAWS

3.1 The activities of the Consortium, such as the creation and actions of working or interest groups and the management of technical or other projects, are governed by the By-Laws which are appended to the present Agreement as Appendix 2. The By-Laws may be modified during the term of the Agreement by a vote of the General Assembly.

3.2 The Member Institutions agree to commit to the obligations set out in the By-Laws in respect of their participation in Consortium activities.

4. INTELLECTUAL PROPERTY AND USE OF OUTCOMES

4.1 Each contributing institution retains intellectual property rights for all material that it has developed alone or with other institutions as part of the activity of the present Consortium.

4.2 This material will be released by preference under an Open Licence by the contributing institutions that have developed them, to facilitate their free use by other Member Institutions of the Consortium and by third parties.

5. DISSEMINATION OF THE WORKS OF THE CONSORTIUM AND CONFIDENTIALITY

5.1 The Steering Committee is responsible for supervising communication within the Consortium and with the general public. Member Institutions 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 Institution 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.

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

5.3 Each Member Institution 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.

5.4 An international conference on Web Archiving will be organized on a yearly basis in conjunction with the General Assembly.

6. BUDGET

6.1 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 activities of the Consortium as defined in the By-Laws. Support can include funds for the employment of dedicated experts by one or more of the Member Institutions. Payment will only be authorized by the Steering Committee once the appropriate goals and deliverables have been met, as set out in the By-Laws;
- the Consortium will refund travel expenses for the Program Officer, the Communications Officer and the Treasurer, as set out in Clause 2.8. The Consortium may also refund the travel expenses of other Member Institutions on an ad hoc basis with the explicit authorization of the Steering Committee. Member Institutions 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 affiliated with a Consortium Member Institution. Such reimbursements require the explicit authorization of the Steering Committee.

6.2 Income of the Consortium comes from:

- Consortium membership fees;
- specific contributions of Member Institutions 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.

6.3 The Consortium Annual Budget and the contribution of each Member Institution 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.

6.4 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 2.7.

7. COMMENCEMENT AND TERMINATION

7.1 The duration of the Agreement shall be for a five-year period effective as of 1st January 2016 or the date of the signature of the Agreement by the last of all the Parties, whichever is the later; this date is referred to as "the Commencement Date". This period is set regardless of later signature of the Deed of Membership by existing or new Member Institutions of the Consortium, as set out in Clause 2.1.2. At the end of this period the Parties will decide on the terms of its renewal.

7.2 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 Member Institutions, after deducting necessary closing costs, in proportion to their contributions.

7.3 Each Member Institution may withdraw from the Consortium at the end of each calendar year provided that the other Member Institutions 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 Institution that has chosen to withdraw.

7.4 If a Member Institution 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.

7.5 In the event of any unexpected fall in income or available funds, due to the withdrawal of one or more Member Institutions from the Consortium or for any other reason, the Steering Committee will meet to decide whether to continue with planned activities or make adjustments as may be necessary to reflect a revised Budget. The Steering Committee may propose that the Agreement will be continued at a lower level of funding if all remaining Parties are in agreement. In the event that agreement cannot be reached by the remaining Member Institutions, then the Steering Committee shall have the power to terminate the Agreement and any residual budget will then be returned to the Member Institutions, as set out in Clause 7.2.

8. LIABILITY OF THE CONSORTIUM MEMBER INSTITUTIONS

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

9. FORCE MAJEURE

No Member Institution 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 Member Institutions. The Member Institutions 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.

10. GENERAL PROVISIONS

10.1 Assignment

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

10.2 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.

10.3 Entire Agreement

This Agreement constitutes the entire agreement between the Parties and all the Member Institutions 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.

10.4 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.

11. 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 : MEMBERSHIP FEES

1.1 For the first calendar year (ending December 2016) of the Consortium Agreement, the participation fees are set as follow, based on the Annual Operating Budget of the Member Institutions:

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

1.2 Any change in membership fees requires a two-thirds majority vote by the Steering Committee, and at least six months notice will be given.

APPENDIX 2: BY-LAWS

1.0 - Context

- 1.1 These By-Laws set out the operating context of the IIPC and form part of the entire agreement with member institutions. In the case of a conflict with the Consortium Agreement, the Consortium Agreement shall take precedence.

2.0 - Amendment of bylaws

- 2.1 These By-Laws can be amended by a majority vote of the membership at any time.
- 2.2 The By-Laws are to be reviewed by the Steering Committee at least annually prior to the Annual General Assembly

3.0 – Governance

- 3.1 There shall be 3 Portfolio Leads nominated from within the Steering Committee
- 3.2 The 3 Portfolios shall be: Tools Development, Membership Engagement, Partnerships & Outreach
- 3.3 The Portfolio Leads shall direct, oversee and report to the Steering Committee on work undertaken in their specific portfolios
- 3.4 The leadership for the Portfolios shall be reviewed annually at the first Steering Committee meeting following the General Assembly

4.0 - Steering Committee

- 4.1 In order to qualify for election to the Steering Committee, a Member Institution of the Consortium must have participated actively in the Consortium Activities as described below for at least one year.
- 4.2 During each year of service on the Steering Committee, each Steering Committee Member Institution shall participate fully in at least one activity of the Consortium beyond attendance at and participation in the Steering Committee meetings.
- 4.3 Participation may also involve specific financial contributions or service in a leadership role within the Steering Committee as Chair, Vice-Chair, Communications Officer, Program Officer, Treasurer or as a Portfolio Lead
- 4.4 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.

5.0 - Program Officer: Tasks and Responsibilities

- 5.1 Report in person at the General Assembly on the IIPC programs
- 5.2 Support the Steering Committee in setting verifiable goals and deliverables for projects and the output of working groups and task groups
- 5.3 Arrange monitoring of all IIPC projects and ensuring that progress on each is regularly reported on to the Steering Committee
- 5.4 Support the Steering Committee in maintaining accountability for these projects
- 5.5 Organise and document the votes of the IIPC as laid out under voting procedures
- 5.6 Other tasks as directed by the Steering Committee

6.0 – Communication Officer: Tasks and Responsibilities

- 6.1 Write an annual communications plan to be approved by the Steering Committee
- 6.2 Report in person at the General Assembly on IIPC communications
- 6.3 Coordinate consortium communications, internally to members and externally as per communications plan or as directed by the Steering Committee
- 6.4 Support the Steering Committee or any designated group in organising the IIPC General Assembly

- 6.5 Support the Chair in the organisation of Steering Committee meetings, including preparing an agenda, writing minutes and distributing any documents
- 6.6 Support the Steering Committee in coordinating or organising other IIPC events as directed by the Steering Committee
- 6.7 Organise and maintain storage and distribution to members of IIPC official documents
- 6.8 Support working groups, interest groups, task groups and projects as necessary and as designated by the Steering Committee
- 6.9 Other tasks as directed by the Steering Committee

7.0 – Treasurer: Tasks and Responsibilities

- 7.1 Prepare and monitor the Annual Budget on behalf of the Chair of the Consortium. The Budget shall be prepared in light of the Consortium activity as defined in the By-Laws and recommendations made by the Program Officer and the Communications Officer on behalf of the Steering Committee;
- 7.2 Collect the contributions of each Member to the Annual Budget, as set out in Clause 6;
- 7.3 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.

8.0 - Voting by General Assembly (all membership)

- 8.1 Votes on issues requiring the consultation of all the Members may also be held electronically using the means put in place by the Program Officer
- 8.2 In votes for election to the SC, Designated Representatives can either wholly abstain or must vote a number of times equal to the vacant places. (i.e., if there are 5 vacant spots the representative must vote for 5 candidates.)

9.0 - Consortium Activities: Projects

- 9.1 The Steering Committee may authorise projects, including funding, by a vote of the Steering Committee.
- 9.2 Project proposals shall set 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.

10.0 - Consortium Activities: Working Groups, Interest Groups and Task Groups

- 10.1 The Steering Committee may authorise the creation and dissolution of working groups, interest groups and task groups by a vote of the Steering Committee. The leadership for these groups can come from any Designated Representative.
- 10.2 The Steering Committee must approve the terms of reference and any goals, aims and milestones for the groups for them to be considered IIPC endorsed activities.