

2021-2025
CONSORTIUM AGREEMENT
of the
International Internet Preservation Consortium

Between:

BIBLIOTHECA ALEXANDRINA
BIBLIOTECA NACIONAL DE ESPAÑA (NATIONAL LIBRARY OF SPAIN)
BIBLIOTHÈQUE NATIONALE DE FRANCE (NATIONAL LIBRARY OF FRANCE)
THE BRITISH LIBRARY BOARD (U.K.)
COLUMBIA UNIVERSITY LIBRARIES (U.S.)
INTERNET ARCHIVE (U.S.)
KONINKLIJKE BIBLIOTHEEK (NATIONAL LIBRARY OF THE NETHERLANDS)
LANDSBÓKASAFN ÍSLANDS – HÁSKÓLABÓKASAFN (NATIONAL AND UNIVERSITY LIBRARY OF ICELAND)
LIBRARY AND ARCHIVES CANADA
THE LIBRARY OF CONGRESS (U.S.)
LOS ALAMOS NATIONAL LABORATORY (U.S.)
NATIONAL LIBRARY OF AUSTRALIA
NATIONAL LIBRARY OF NEW ZEALAND
SCHWEIZERISCHE NATIONALBIBLIOTHEK (SWISS NATIONAL LIBRARY)
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 BIBLIOTHECA ALEXANDRINA Shatby, Alexandria 21526, Egypt, 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, COLUMBIA UNIVERSITY LIBRARIES 535 West 114th St. New York, NY 10027 United States, 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 Arngrímsgata 3 IS-107 Reykjavik Iceland, LIBRARY AND ARCHIVES CANADA 395 Wellington St. Ottawa (Ontario) Canada K1A 0N4, THE LIBRARY OF CONGRESS, 101 Independence Avenue, S.E., Washington D.C. 20540 United States, LOS ALAMOS NATIONAL LABORATORY Los Alamos, NM 87544 United States, NATIONAL LIBRARY OF AUSTRALIA Parkes Place Canberra ACT 2600 Australia NATIONAL LIBRARY OF NEW ZEALAND 70 Molesworth Street, Thorndon, Wellington 6011 New Zealand, SCHWEIZERISCHE NATIONALBIBLIOTHEK Hallwylstrasse 15 3003 Bern Switzerland, UNIVERSITY OF NORTH TEXAS LIBRARIES 1155 Union Circle #305190 Denton, Texas 76203-5017 United States

PREAMBLE

WHEREAS,

In a former Agreement dated 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's main objectives are to:

- identify and develop best practices for selecting, harvesting, collecting, preserving and providing access to Internet content;
- foster broad international coverage in web archive content through outreach and building curated collaborative collections;
- develop international advocacy for initiatives and legislation that encourage the collection and preservation of Internet content;
- encourage and facilitate research use of archived Internet content.

To achieve these objectives, the Consortium will continue to:

- provide a forum for the sharing of knowledge about web archiving;
- develop and recommend standards for collecting, preserving and providing long-term access to Internet content;
- facilitate the development and sustainability of software and tools;
- raise awareness of Internet preservation issues and initiatives through activities such as collaborative collecting, conferences, workshops, training events and publications;
- work directly with researchers and research networks to promote use and analysis of archived Internet content.

WHEREAS,

In a former Agreement dated 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 dated 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 dated February 12th 2013, 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 dated February 3rd 2016, the Parties agreed to extend the existence of the consortium for a period of five 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 as defined in clause 7.1.

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 "Member Institution Delegate" shall mean any person (including but not limited to Designated Representatives) whose active affiliation with a Member Institution of the Consortium allows them eligibility to attend the General Assembly and participate in the Consortium's working groups, task groups and/or projects funded by the Consortium, as set out in Clause 2.1.5 and the By-Laws.

1.7 The "General Assembly" is composed of all Member Institutions of the Consortium, as defined in Clause 2.1.

1.8 The "Steering Committee" is composed of a limited number of Member Institutions who shall provide oversight of the Consortium and shall define and oversee action on its strategy, as defined in Clause 2.4.

1.9 The "Chair of the Consortium" or "Chair" is responsible for the overall administration of the consortium and for chairing the Steering Committee and the General Assembly. The responsibilities of the Chair are further set out in Clause 2.3.

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

1.11 "Consortium Staff" is responsible for running the day-to-day operation of the Consortium and can comprise of a Senior Staff Member and administrative staff members. The responsibilities of the Consortium Staff are further set out in Clause 2.6 and the By-Laws.

1.12 The "Consortium Executive Board", comprising at least of the Consortium Chair, Vice-Chair, Treasurer and the Senior Staff Member, is responsible for actioning the Strategic Plan. The responsibilities of the Consortium Executive Board are further set out in Clause 2.5.

1.13 The "Treasurer" is in charge of monitoring the Consortium Annual Budget on behalf of the Steering Committee and under the supervision of the Chair of the Consortium, as set out in Clause 2.3.

1.14 The "Consortium Financial Host" is responsible for financial, legal, and contracting activities. This role can be combined with the "Administrative Host". The roles and functions of the Financial Host are further set out in Appendix 3 to this agreement.

1.15 The "Consortium Administrative Host" is responsible for hosting the Consortium Staff. This role can be combined with the "Financial Host". The roles and functions of the Administrative Host are further set out in Appendix 3 to this agreement.

1.16 The "Strategic Plan" sets the vision, goals, main projects and priorities of the Consortium, and is revised and approved every 5 years, as set out in Clause 2.4, in accordance with the principles and objectives detailed in the Preamble to this Agreement.

1.17 The "Strategic Action Plan" helps implement the strategy and is approved annually or every two years as set out in Clause 2.5.

1.18 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.

1.19 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, including eligibility to apply for project funding. Libraries, Archives, Museums, other Heritage or Research institutions and other organizations working on the collection and preservation of and access to Internet content 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. The Steering Committee has the authority to define other categories of Membership besides Institutional via changes to the By-Laws.

2.1.2 Institutions who are members of the Steering Committee at the Commencement Date, as defined in clause 7.1, 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 Member Institution Delegates are encouraged to be active in the work of the Consortium by participating in working groups and contributing to project funding proposals and other Consortium 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 a General Assembly once a year in person or virtually.

2.2.2 If the Designated Representative of a Member Institution is unable to attend a meeting, that Institution may nominate any alternate Member Institution Delegate to participate and vote, after informing in advance to the Chair of the Consortium.

2.2.3 Member Institution Delegates other than the Designated Representative are also welcome to attend the General Assembly and participate in consortial planning other than voting, such as participating in working group meetings.

2.2.4 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 Consortium Staff on behalf of the Chair.

2.2.5 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.

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

2.3 CHAIR, VICE-CHAIR AND TREASURER OF THE CONSORTIUM

2.3.1 In contrast to the elections for the Steering Committee, the elections for the Chair, the Vice-Chair and the Treasurer are personal elections. If a person holding one of these roles needs to step down prior to the expiration of their term, they are not automatically replaced by another person from the same institution; instead, another serving member of the Steering Committee is elected to the role.

2.3.2 Individuals elected to serve in the roles of Chair, Vice-Chair, and Treasurer serve a mandate of one year unless otherwise determined by the Steering Committee. Each individual may be re-elected up to two times, for a maximum continuous term of three years; individuals who have served in one of these roles for three consecutive years will not be eligible for immediate re-election but could serve again in the future.

2.3.3 The Chair of the Consortium is responsible for overall planning, including the delegation of Budget oversight to the Treasurer, and will monitor and report on the activities of the Consortium. The Chair of the Consortium serves a mandate of one year unless otherwise determined by the Steering Committee.

2.3.4 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.

2.3.5 The Treasurer of the Consortium is responsible for preparing and reporting on the use of the Budget of the Consortium and for auditing the activities carried out for the Consortium by the Consortium Financial Host. The Treasurer of the Consortium serves a mandate of one year unless otherwise determined by the Steering Committee.

2.3.6 Each year, in October the Steering Committee will designate from among its members a Chair, a Vice-Chair and a Treasurer with a mandate of one year starting on the 1st of January of the next year. The person serving as Vice-Chair will be a candidate for the role of Chair.

2.3.7 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.

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

- to lead the strategic management of the Consortium
- to chair the meetings of the Steering Committee, the Executive Board and of the General Assembly
- to supervise Consortium Staff.

The Chair of the Consortium may delegate some of these tasks to another member of the Executive Board or Steering Committee or to a working group as described in the By-Laws.

2.3.9 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
- to assist in preparation of the Annual Report.

2.3.10 The Treasurer of the Consortium's main tasks are:

- to prepare the Annual Budget and assist in preparation of the Annual Report
- to report to Steering Committee and the General Assembly on the use of the Budget and the annual accounts
- to approve invoices together with a second elected member of the Executive Board
- to liaise with the financial host and audit financial services.

2.4 STEERING COMMITTEE

2.4.1 The Steering Committee shall be composed of no more than fifteen Member Institutions who establish and revise the framework conditions for the activities of the Consortium. The 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 secret ballot by the member institutions' Designated Representatives will serve three-year terms. There will be no limit on the number of terms a Member Institution may serve on the Steering Committee. An institution's term can be extended if their representative serves in an Officer role.

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. All candidates for the Steering Committee have to submit statements to be eligible for election or re-election. 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.

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 (if circumstances allow) at least once a year. Other Steering Committee meetings may be organized to address any urgent issues. Those meetings should be organized by telephone, videoconference or other virtual means. Each Steering Committee meeting agenda is prepared by the Chair, who may delegate this task to a staff member or the Vice-Chair. All actions and decisions from these meetings will be 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. Changes to the By-Laws require a two-thirds supermajority as set out in clause 2.4.6. Approval of the Annual Budget requires a two-third majority as set out in clause 2.4.6. If there is a deadlock, the Chair of the Consortium will have the deciding vote. 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 Consortium Staff. Online votes are passed by a majority of Steering Committee members. The details of all votes shall be recorded in the minutes.

2.4.5 If the Designated Representative of a Member Institution is unable to attend a meeting, that Institution may nominate any alternate Member Institution Delegate to participate and vote, after informing in advance the Chair of the Consortium. The Steering Committee can invite someone, either from an elected institution or not, to present on a specific subject. 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, Vice-Chair and Treasurer;
- designation of the Member Institution or Administrative Host in charge of the staff and/or any other services, and Financial Host in charge of the financial services
- discussion and approval of all Membership applications applying to join the Consortium;
- drafting and approval of the Consortium's Strategic Plan
- approval of the By-Laws
- amendment of the By-Laws with two-thirds supermajority required for each amendment
- 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;
- approval of the annual accounts
- approval of the Annual Report.

The Steering Committee may establish limited-term task groups comprising members of the Steering Committee and Consortium staff that are charged to work on specific tasks related to the organization of the Consortium.

2.5 EXECUTIVE BOARD

2.5.1 The Executive Board shall be composed of at least the Chair, the Vice-Chair, the Treasurer and the senior staff member.

2.5.2 The Executive Board shall be chaired by the Chair of the Consortium, as set out in Clause 2.3.

2.5.3 The Executive Board shall meet at least every 2 months. Those meetings should be organized by telephone, videoconference or other virtual means.

2.5.4 The Executive Board may request any person, whose presence may be deemed desirable, to attend an Executive Board meeting. Such a person will attend for consultation only and will not take part in decision-making.

2.5.5 In connection with the implementation of important strategic tasks, the Steering Committee can appoint a maximum of two additional members (elected from among the SC members leading Portfolios, Task forces or Working Groups) to serve on the Executive Board. These members serve a mandate of one year unless otherwise determined by the Steering Committee.

2.5.6 The Executive Board shall be responsible for:

- approving Consortium activities as described in the By-Laws
- making decisions about individual expenses under the Annual Budget approved by the Steering Committee
- operationalizing the Strategic Plan through the Strategic Action Plan
- negotiating specific agreements or partnerships with a third party in order to organize activities related to the strategic objectives and the strategic plan of the Consortium
- supervising Administrative and Financial Host(s)
- selecting, introducing and supervising the Consortium Senior Staff Member. The Executive Board appoints one of its members to be responsible for this task
- setting the annual objectives for the staff and monitoring the achievement of these objectives.

2.6 CONSORTIUM STAFF

2.6.1 The Consortium Staff is hosted by the Administrative Host which can be an external service provider or a Member Institution. The details of the service must be regulated in an agreement.

2.6.2 The Consortium Staff is headed by a Senior Staff Member who reports to the Executive Board.

2.6.3 The main tasks of the Senior Staff Member are

- responsibility for the operational management of the Consortium
- serving as the main point of communication of the Consortium
- managing and mentoring Administrative Staff
- responsibility for the organization and implementation of events, including the General Assembly and annual Web Archiving Conference.

The Consortium Chair is responsible for setting the objectives for the Senior Staff Member. The details of the role are described in the By-Laws.

2.6.4 Additional staff members with different functions may be recruited and supervised as described in the By-Laws. The role of an additional staff member is to provide administrative support as directed by the Consortium Senior Staff Member in consultation with the Executive Board.

2.6.5 The Executive Board shall review annually the Consortium Staff's tasks and responsibilities and suggest changes as needed.

2.7 COMPENSATION FOR MEMBER INSTITUTIONS SERVING AS OFFICERS AND /OR FISCAL AND ADMINISTRATIVE HOST(S)

Financial compensation will be offered to the Member Institutions serving as Chair, Vice-Chair, and Treasurer and/or to Institutions providing resources or services, 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 (e.g. travel stipend). 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.
- Financial compensation is granted for the institutions serving as Administrative and / or Financial Host. The form and the amount of the compensation shall be defined in the Memorandum of Understanding (MoU) signed between the hosts and the Consortium. The details of the MoU shall be agreed by the Member Institution and the Executive Board. The details are set out in Appendix 3.
- Travel costs for the Consortium Staff 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 Executive Board.

2.8 COMPENSATION FOR EXTERNAL ORGANISATIONS SERVING AS FISCAL AND/OR ADMINISTRATIVE HOST(S)

Financial compensation for an external organization serving as Financial and/or Administrative Host(s) shall be defined in the Memorandum of Understanding signed between the host and the Consortium. The details are set out in Appendix 3.

3. CONSORTIUM BY-LAWS

3.1 The activities of the Consortium, such as the creation and actions of working 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 Steering Committee. Two-thirds supermajority vote is required for each amendment, as set out in clause 2.1.6.

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 License 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 Executive Board is generally responsible for communication within the Consortium and with the general public. Member Institutions of the Consortium shall coordinate with Consortium Staff on behalf of the Executive Board prior to issuing any publications about the work of the Consortium (e.g. presentations, publications, press releases, website policy).

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. The Steering Committee has the authority to approve exceptions to this rule in the case of unforeseen circumstances.

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 or the Administrative Host. Funds may be attributed to Members through calls for projects. Payment will only be authorized by the Executive Board once the appropriate goals and deliverables have been met, as set out in the By-Laws;
- the Consortium Budget will partially or fully fund the salaries and other administrative expenses of Consortium Staff
- the Consortium will refund travel expenses for the Chair, Vice-Chair, Treasurer and Consortium Staff. The Consortium may also refund the travel expenses of other Member Institutions on an ad hoc basis with the explicit authorization of the Executive Board. 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 approved 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 Executive Board.

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 2.3.10.

6.5 The Consortium fiscal year runs from 1 January to 31 December.

7. COMMENCEMENT AND TERMINATION

7.1 The duration of the Agreement shall be for a five-year period effective as of 1st January 2021 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 Consortium Staff or the Chair are informed about the decision, with at least 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 or will be suspended if all remaining Parties are in agreement. In the event that agreement cannot be reached by the remaining Member Institutions, then the General Assembly 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 the performance of their 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 Executive Board.

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

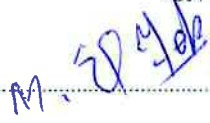
This Agreement and any dispute arising hereunder shall be governed by French law and shall be subject to the competence of the French courts.

Signed in 15 original versions,

On behalf of BIBLIOTHECA ALEXANDRINA

Address: Shatby, Alexandria 21526, Egypt

Signed:



Name:

Mostafa El-Feki

Title:

Director

Date:

7 December 2020

On behalf of BIBLIOTECA NACIONAL DE ESPAÑA (NATIONAL LIBRARY OF SPAIN)

Address: Paseo de Recoletos, 20 – 28071 Madrid, Spain

Signed:

Name:

Title:

Date:

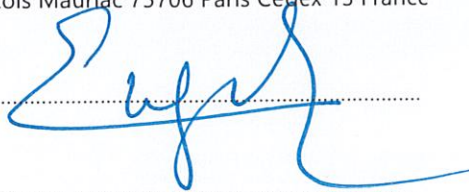
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On behalf of BIBLIOTHÈQUE NATIONALE DE FRANCE (NATIONAL LIBRARY OF FRANCE)

Address: Quai François Mauriac 75706 Paris Cedex 13 France

Signed:



Name:

Laurence Engel
Présidente de la Bibliothèque nationale de France

Title:

Date: **28 DEC. 2020**

On behalf of THE BRITISH LIBRARY BOARD (U.K.)

Address: 96 Euston Road London NW1 2DB United Kingdom

Signed:



Name: RICHARD DAVIES

Title: INTERIM HEAD OF COLLECTIONS & CURATION

Date: 18 JANUARY 2021

On behalf of COLUMBIA UNIVERSITY LIBRARIES (U.S.)

Address: 535 West 114th St. New York, NY 10027 United States

Signed: Ann ThorntonName: Ann ThorntonTitle: Vice Provost and University LibrarianDate: November 9, 2020

On behalf of INTERNET ARCHIVE (U.S.)

Address: The Presidio of San Francisco 116 Sheridan Avenue, Box 29244,
San Francisco, CA 94129 United States

Signed: 

Name: Jefferson Bailey

Title: Director of Web Archiving & Data Services

Date: November 9, 2020

On behalf of KONINKLIJKE BIBLIOTHEEK (NATIONAL LIBRARY OF THE NETHERLANDS)

Address: Prins Willem Alexanderhof 5 P.O. Box 90407 2509 LK, The Hague The Netherlands

Signed: 
.....

Name: Jeffrey van der Hoeven
.....

Title: Head of Digital Preservation
.....

Date: 12 February 2021
.....

**On behalf of LANDSBÓKASAFN ÍSLANDS – HÁSKÓLABÓKASAFN
(NATIONAL AND UNIVERSITY LIBRARY OF ICELAND)**

Address: Arngrímsgata 3 IS-107 Reykjavik Iceland



Signed:

LANDSBÓKASAFN ÍSLANDS
HÁSKÓLABÓKASAFN

Name:

Júgítrý Steinunn Sveinisdóttir

Title:

National Librarian

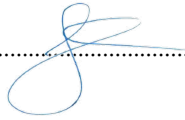
Date:

11.11.2020

On behalf of LIBRARY AND ARCHIVES CANADA

Address: 395 Wellington St. Ottawa (Ontario) Canada K1A 0N4

Signed:

Name: Sylvain BélangerTitle: Director General, Transition TeamDate: 2020-11-09

= On behalf of THE LIBRARY OF CONGRESS (U.S.)

Address: 101 Independence Avenue, S.E., Washington D.C. 20540 United

States Signed:

Robin L. Dale Digitally signed by Robin L. Dale
Date: 2020.12.18 16:43:05 -05'00'

Name: ...Robin Dale.....

Title:Associate Librarian for Library Services.....

Date:December 18, 2020.....

On behalf of LOS ALAMOS NATIONAL LABORATORY

Address: Los Alamos, NM 87544 United States

Signed: 
.....Name: Martin Klein
.....Title: Scientist
.....Date: November 9th 2020
.....

= On behalf of NATIONAL LIBRARY OF AUSTRALIA

Address: Parkes Place Canberra ACT 2600 Australia

Signed: M-L. Ayres

Name: MARIE-LOUISE AYRES

Title: DIRECTOR-GENERAL

Date: 19/11/2020

On behalf of NATIONAL LIBRARY OF NEW ZEALAND

Address: 70 Molesworth Street, Thorndon, Wellington 6011 New Zealand

Signed:



Name: Steve Knight

Title: Programme Director Preservation Research & Consultancy

Date: 10 Dec 2020

On behalf of SCHWEIZERISCHE NATIONALBIBLIOTHEK (SWISS NATIONAL LIBRARY)

Address: Hallwylstrasse 15 3003 Bern Switzerland

Signed: 

Name: Marie - Christine Poffey

Title: Director

Date: 11.11.2020

On behalf of UNIVERSITY OF NORTH TEXAS LIBRARIES (U.S.)

Address: 1155 Union Circle #305190 Denton, Texas 76203-5017 United States

Signed: Name: Bob Brown
Senior Vice President
for Finance & Administration

Title:

Date: 12/18/2020

APPENDIX 1: MEMBERSHIP FEES

This document replaces "Appendix 1: Membership Fees" in Consortium Agreement signed February 3rd 2021, to account for the following amendments:

- Clause 1.1, approved by the Steering Committee on June 30th 2022

1.1 For the calendar years 2022-2025 of the Consortium Agreement, the participation fees are set as follows, based on the Annual Operating Budget of the Member Institutions:

Annual Operating Budget (OB) in millions of **US Dollars**

	2022	2023	2024	2025
Annual Operating Budget (OB) in millions of US Dollars	Membership Dues in US Dollars for 12 months			
OB < 11	2250	2350	2425	2525
11 < OB < 56	4500	4675	4875	5050
OB > 56	9000	9350	9725	10125

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

This document replaces “Appendix 2: By-Laws” in Consortium Agreement signed February 3rd 2021, to account for the following amendments:

- Clause 4.5, approved by the Steering Committee on July 30th 2021
- Clause 12.0, approved by the Steering Committee on September 13th 2021.

1.0 – Context

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

2.0 – Amendment of By-Laws

2.1 These By-Laws can be amended by a two-thirds supermajority vote of the Steering Committee at any time.

2.2 The By-Laws are to be reviewed by the Steering Committee at least every two years prior to the Annual General Assembly.

3.0 – Governance

3.1 There shall be 3 Portfolio Leads nominated from within the Steering Committee. IIPC Member Institution Delegates can also join Portfolios but the main Lead of each Portfolio shall be elected from 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 Steering Committee election.

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, Treasurer, Financial Host, Administrative Host or as a Portfolio Lead or Task Group member.

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.

4.5 Steering Committee Member Institutions who have not paid their membership fees by the 1st of July, lose their seat on the Steering Committee and the seat will be up for vote in the following cycle. This happens regardless of whether the Steering Committee votes to suspend the membership or not.

5.0 – Executive Board

5.1 The Executive Board, comprising Chair, Vice-Chair, Treasurer and Consortium Senior Staff, may also include a maximum of two additional Steering Committee members.

5.2 The Executive Board convenes every 2 months and is responsible for drafting and implementing the annual or biennial Strategic Action Plan.

6.0 – Consortium Senior Staff Member: Task and Responsibilities

6.1 Responsible for the operational management of the Consortium

6.1.1 Coordinating the operational activities of the Consortium in consultation with the Executive Board, Steering Committee, Working Groups, Portfolios and Task Forces

6.1.2 Providing an annual report on Consortium activities at the General Assembly

6.1.3 Managing relationships with members and external organizations with similar missions and goals

6.2 Main point of communication for the Consortium, with the following key areas of responsibility

6.2.1 Establish and manage relationships with other organizations in collaboration with the Chair or a designated Steering Committee Member

6.2.2 Manage new member applications, onboarding, and communications

6.2.3 Create and update documentation for managing approvals and the reporting process for groups, projects and events

6.2.4 Recommend and oversee communication and collaborative platforms for the Consortium

6.2.5 Establish a communications policy and update it as necessary

6.2.6 Coordinate Consortium communications to members and external bodies and individuals, as agreed in the communications plan or otherwise directed by the Executive Board and Working Group Co-chairs

6.2.7 Communicate the value of membership internally and externally in line with recommendations of the appropriate Portfolio

6.2.8 Promote activities of the Consortium to wider audiences through publications and conference publications in consultation with a Portfolio responsible for Outreach

6.2.9 Direct Consortium Administrative Staff in communications related to conferences, including sponsorship

6.3 Recruit, manage and mentor Administrative Consortium staff

6.4 Work under the supervision of the Consortium Chair, with the following key areas of responsibility

6.4.1 Provide support to the Chair, and to Consortium activities and goals as specified or agreed by the Chair

6.4.2 Organize the planning of annual events (e.g. participation in program and organizing committees, recruiting hosts)

6.4.3 Organize Steering Committee Meetings

7.0 – Consortium Administrative Staff Member: Tasks and Responsibilities

7.1 Provide administrative support to the Senior Staff Member

7.2 Provide administrative support to Portfolios, Working Groups and Task Groups as required

7.3 Provide support to Consortium members

7.4 Provide administrative support for Consortium programs

7.5 Assist in organizing Consortium conferences, workshops, webinars and other meetings

7.6 Maintain Consortium website, blog and other communication channels

7.7 Support in the operational management of finances

7.7.1 Generate, distribute, and track the payment of Consortium member annual dues in consultation with the financial host

7.7.2 Track invoices and reporting

7.7.3 Liaise with sponsors.

8.0 – Treasurer: Tasks and Responsibilities

8.1 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 Consortium Senior Staff Member and the Steering Committee members;

8.2 Direct the efforts of the Financial Host and/or Administrative Staff to collect annual Consortium membership fees as set out in Clause 6;

8.3 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.

9.0 – Voting by General Assembly (all membership)

9.1 Votes on issues requiring the consultation of all the Members may also be held electronically using the means put in place by the Consortium Staff

9.2 In votes for election to the Steering Committee, 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.)

10.0 – Consortium Activities: Projects

10.1 The Steering Committee may authorize projects, including funding, by a vote of the Steering Committee.

10.2 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.

10.3 Any Member Institution of the Consortium participating in an external event where he or she intends to present Consortium activities or talk on its behalf shall inform Consortium Staff and the relevant Portfolio.

11.0 – Consortium Activities: Working Groups, and Task Groups

11.1 The Steering Committee may authorize the creation and dissolution of working groups, and task groups by a vote of the Steering Committee. The leadership for these groups can come from any Designated Representative or Member Institution Delegate.

11.2 To be recognized as an official Working Group of the Consortium, proposed groups must first have their goals, organization, expected budget, expected duration, and required support from Consortium Staff approved by the Steering Committee.

11.3 Working groups can apply for financial support. Proposals should be submitted to the Steering Committee for approval by the end of the fiscal year. Working groups are expected to deliver an activity report on activities at the General Assembly and quarterly updates to the Consortium Staff.

12.0 – Associate membership

12.1 Institutions, corporations or other legal entities wishing to participate in the work of the IIPC but who are unable to sign the deed of membership or are otherwise unsuitable for general membership may apply for associate membership. The Steering Committee reviews and approves associate membership requests as they would regular members, as per article 2.1.1 of the Consortium Agreement.

12.2 Should the Steering Committee reject an application for regular membership under article 1.2 of the Consortium Agreement, it may instead extend an offer of associate membership to the applicant.

12.3 Associate members may participate in all IIPC activities and enjoy all benefits of membership except those enumerated here:

- associate members do not have a vote on any issue put to the membership of the IIPC as a whole, this includes Steering Committee elections
- associate members are not eligible for serving on the Steering Committee
- associate members may not apply for project funding. They can, however, be non-funded partners in project funding proposals
- the Steering Committee may vote to have sessions of the General Assembly closed to associate members.

12.4 The associate membership fee is the same as general membership fees as per Appendix 1 of the Consortium Agreement.

12.5 An associate membership is only valid after the payment of the first associate membership fee. For subsequent years, should the invoice for the associate membership fee not be paid within 45 days of it being issued, all membership benefits are terminated. Associate membership benefits are restored if the invoice is paid within a further 2 months, otherwise the associate membership is terminated without further notice.

APPENDIX 3

ROLE AND FUNCTIONS OF A FINANCIAL HOST AND AN ADMINISTRATIVE HOST

The Consortium conducts several critical activities such as organizing events, maintaining communication channels, developing projects, etc. These activities are supported through a combination of resourcing strategies: volunteers, Members' in-kind contributions, contracts with service providers, staffed positions. The main source of income of the consortium are the annual Membership fees.

For the Consortium to be efficient and sustainable as an organization it relies on non-for-profit organizations with a status of legal entity, called the Financial and Administrative Hosts. The Financial and Administrative Hosts provide critical support for these activities by taking care of financial, legal, staffing and contracting activities.

Specifically, the Consortium Financial Host may:

1. invoice member institutions for annual membership fees;
2. disburse Consortium funds as requested by the Steering Committee;
3. contract for services on behalf of The Consortium, as specified and funded by the Steering Committee;
4. provide banking services, including financial reports;
5. provide legal services as requested and funded by the Steering Committee, such as registering and holding trademark for the Consortium;
6. serve as primary recipient for grants and disburser of funds to Members.

The Consortium Administrative Host is the employer and manager for Consortium staff and thus assumes the tasks of an HR service. This includes in particular:

1. recruitment (employ Consortium staff member(s) selected by the Steering Committee)
2. pay and compensation
3. insurances
4. legal responsibilities for Consortium Staff, e.g. with regard to Health and Safety and ensuring that the conditions of work (including hours of work, workload and level of work, leave etc.) are fair with regard to other employees at the Administrative Host.

The Financial and Administrative Hosts can be either Members of the Consortium, or third-party service providers selected by the Steering Committee. A Memorandum of Understanding (MOU) is signed between the Financial and Administrative Hosts and the Consortium, represented by at least two members of the Steering Committee entrusted to do so by a formal vote of the Steering Committee.

The criteria to select the Financial Host are as follow:

1. Not for profit organization
2. Ability to sign contracts on behalf of the Consortium
3. Ability to manage a dedicated bank account on behalf of the Consortium
4. Ability to accept funds and pay invoices in several currencies
5. Multinational presence and activities
6. Demonstrated capacity to host community-building activities
7. Deep engagement with digital programs in libraries, archives and museums
8. Minimal, reasonable administrative expenses (overheads, indirect costs, VAT, sales taxes, etc.).

The criteria to select the Administrative Host are as follow:

1. An external, non-for-profit organization or Consortium Member Institution
2. Ability to hire or employ staff on behalf of the Consortium or to dedicate time from their own staff to Consortium activities
3. Demonstrated capacity to host community-building activities & maintaining staff
4. Deep engagement with digital programs in libraries, archives and museums
5. Minimal, reasonable administrative expenses (overheads, indirect costs, VAT, sales taxes, etc.).

The MOU between the Consortium and the Financial and Administrative Host(s) will determine the duration of the agreement, the nature and extent of the services provided by the Host(s), and the nature and extent of the compensation granted to the Host(s) for these services.

The duration of the MOU shall not exceed 3 years and shall include the ability to cancel and terminate the agreement. The terms of termination shall be agreed by the Hosts and the Executive Board. The Financial and Administrative Host(s) shall have in place a plan to transfer all the activities, funds and staff to another organization in case of termination of the agreement.