HUMAN RELATIONS AREA FILES, INC. (HRAF)

ELECTRONIC HRAF ASSOCIATE MEMBERSHIP APPLICATION—CONSORTIUM
PROGRAM FOR THE eHRAF COLLECTION OF ETHNOGRAPHY ON THE WEB

(This form is to be filled out in duplicate and both copies sent to: HRAF, 755 Prospect St., New Haven, CT, 06511-1225.
The second copy will be completed and returned to the applicant.)

Name of Applicant Institution Requesting Membership in the Consortium

Address

hereby requests membership in the Human Relations Area Files Electronic HRAF [eHRAF] consortium program. Exhibit A lists other institutions in the consortium and/or requesting membership in the consortium.

Membership shall be considered tentatively effective when the applicant institution, and HRAF have signed this form. Formal approval of membership occurs upon the vote of the Sponsoring Members. Should the applicant institution fail to be approved, HRAF will return the dues paid.

Each annual installment for eHRAF consists of approximately 40,000 pages in web format, installment instructions, and manuals. As of January 2002 there are approximately one quarter million pages available in the eHRAF Collection of Ethnography.

The consortium must designate a contact institution (or agency) and a contact person who will coordinate the membership process on behalf of the institutions in the consortium. It is the responsibility of the contact institution or agency to inform HRAF should there be any changes in the contact institution or agency, contact person, or in composition of the consortium (see 1.b below). HRAF prefers one invoice for each consortium, but will consider separate billing for constituent institutions if requested in writing.

Should the consortium have its own unique agreement form that it will be requesting HRAF to sign, HRAF needs to see such a form in the beginning stages of any discussion of consortium membership.

Terms:

This Agreement shall continue in effect for 12 months commencing on ______________ (Effective Date), continuing annually unless terminated by written notice, 2 months prior to renewal date, each to each other.

1. Membership Dues and Fees

HRAF will not approve a consortium if the combined annual dues and fees do not exceed the aggregate of annual dues and fees from the individual institutions in the previous year (prior to formation). HRAF staff will compute the minimum dues and fees required for consortium membership at the time the consortium forms. All IP addresses for the consortium need to be submitted at the time a consortium is formed. IP hook-up is contingent on payment of dues and fees by the entire consortium.
All institutions in the consortium must be on the same billing cycle.

All dues and fees are in U.S. funds, are set by the representatives of sponsoring member institutions and are subject to change.

2. Status Changes

Changes in membership must be approved by HRAF. Any status changes (increase or decrease in members, changes in categories) must be given 2 months before the renewal date of ______________ (mm/dd/).

HRAF may request information from the applicant or co-applicants to help it evaluate an institution’s qualification for the particular category of dues. Thereafter, HRAF is entitled to reevaluate whether an individual consortium institution still qualifies for the FTE category or type of institution category at the end of three years after they joined the consortium and every other year thereafter.

a. Increase in Number of Consortium Members

1) Adding new and inactive HRAF members to the consortium: If a new HRAF member joins a consortium after the invoices are issued, additional dues and fees will be separately prorated to the next consortium renewal date.

2) Adding existing HRAF members to consortium: In order for HRAF to agree to add one or more existing HRAF members to a consortium already in place, the newly configured annual dues and fees must be higher than the aggregate annual dues and fees from the individual institutions and the consortium in the prior year.

Due to its normal billing cycle of early January for existing members, HRAF can only issue a revised invoice requested by the existing member wishing to join a consortium if that request is received by May 15 of the same calendar year. If an existing member has already paid its regular dues, a credit can only be issued until May 15. After May 15, the existing member will have to wait for the next annual invoice for consortium dues.

b. Decrease in Number of Consortium Members

Notice of decrease in consortium membership must be received by HRAF 2 months before the renewal date. The following condition applies: The resulting dues and fees must exceed the amount HRAF received in the aggregate from individual members when the consortium first formed. If the dues and fees do not exceed that first aggregate amount, there are four options: 1) an alternative institution be found to replace the one withdrawing; 2) the remaining consortium members may opt to pay a surcharge to cover the difference; or 3) the consortium will no longer be viable and the members who wish to continue will pay regular dues and fees.

Access by and Authentication of Authorized Users

The Member Institution and its Authorized Users shall be granted unlimited access to eHRAF pursuant to the following:

IP Addresses. The Member Institution shall be identified and authenticated by the use of appropriate Internet Protocol ("IP") addresses provided by the Member Institution to HRAF and any changes therein.
Passwords: If the Member Institution does not have a proxy server, HRAF may be able to make a special arrangement to accommodate remote access users via user id and password.

CD-ROM: If the CD-ROM version is obtained, the Member Institution agrees to maintain them in good, workable condition. For any use of the CDs beyond the local campus the applicant must consult with HRAF.

Authorized Users and Use for eHRAF

1. “Authorized Users" are:

Persons Affiliated with the Member Institution. Full and part time students and employees (including faculty, staff, affiliated researchers and independent contractors) of the Member Institution.

Walk-ins. Patrons not affiliated with the Member Institution who are physically present at the Member Institution’s site(s) ("walk-ins").

2. The Member Institution and its Authorized Users may make all use of eHRAF as is consistent with the Fair Use Provisions of United States and international law. Nothing in this Agreement is intended to limit in any way whatsoever the Member Institution's or any Authorized User's rights under the Fair Use provisions of United States or international law to use eHRAF.

eHRAF may be used for purposes of research, education or other non-commercial use as follows:

Display. The Member Institution and its Authorized Users shall have the right to electronically display eHRAF.

Digitally Copy. The Member Institution and its Authorized Users may download and digitally copy a reasonable portion of eHRAF.

Print Copy. The Member Institution and its Authorized Users may print a reasonable portion of eHRAF.

Archival/Backup Copy. Use of eHRAF on the web is provided for the time period for which the Member Institution pays its dues. A complete archival copy of eHRAF is not currently available; however, a large part of eHRAF is available on CD-ROM and can be obtained for additional dues.

Course Packs. Instructors may use a reasonable portion of eHRAF for teaching handouts. However, course packs for sale are not permitted.

Electronic Reserve. The Member Institution and its Authorized Users may use a reasonable portion of eHRAF for use in connection with specific courses of instruction offered by the Member Institution and/or its parent institution.

Databases. Authorized Users shall be permitted to extract or use information contained in eHRAF for educational, scientific, or research purposes, including extraction and manipulation of information for the purpose of illustration, explanation, example, comment, criticism, teaching, research, or analysis.

Electronic Links. The Member Institution may provide electronic links to eHRAF from Member Institution's web page(s), and is encouraged to do so in ways that will increase the usefulness of eHRAF to Authorized Users. HRAF staff will assist the Member Institution upon request in creating such links effectively. The Member Institution may make changes in the appearance of such links and/or in statements accompanying such links as reasonably requested by HRAF.
Interlibrary Loan. Because HRAF is a membership organization only its Member Institutions are permitted access to eHRAF. Interlibrary loan therefore is not permitted.

**Indemnification**

HRAF shall indemnify and hold harmless the Member Institution, its officers, agents and employees from all damages, liabilities, costs, fees, including, but not limited to, attorney’s fees, resulting from any judgment or settlement agreement arising out of the claim of a third party that HRAF’s distribution of products to Member Institutions constitutes an infringement of any patent, copyright, trademark, trade name, trade secret, or other proprietary or contractual right of any third party. The Member Institution will similarly indemnify HRAF against any claim of a third party for alleged violation by or through the applicant institution of the Fair Use Provisions of United States and international copyright laws.

Consortium Contact Name ________________________________

Institution Contact Name_______________________________

Phone: __________________________ Fax: __________________

Email: ____________________________

Title______________________________

Library Budget for Material Expenditures:
FTE (fall enrollment):

Billing Address (if different from above):

IP Addresses: ________________________________  __________________      ________________________________________

Signature of Applicant           Date                                   HRAF, Inc., By                                               Date

Title                                                                                                                  Title

See Exhibit A for Co-Applicant Institutions:{inserted when membership application process is finalized}

See Exhibit B for membership dues:{inserted when membership application process is finalized}